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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2011

Commission file number: 001-33296

NATIONAL CINEMEDIA, INC.
(Exact name of registrant as specified in its charter)

Delaware (State or Other Jurisdiction of Incorporation or Organization)	**20-5665602** (I.R.S. Employer Identification No.)
9110 East Nichols Avenue, Suite 200 **Centennial, Colorado** (Address of Principal Executive Offices)	**80112-3405** (Zip Code)

Registrant's telephone number, including area code: (303) 792-3600

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 29, 2011, 55,154,896 shares of the registrant's common stock (including unvested restricted shares), par value of $0.01 per share, were outstanding.

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PART I

Item 1. Financial Statements

NATIONAL CINEMEDIA, INC. AND SUBSIDIARY
CONDENSED CONSOLIDATED BALANCE SHEETS (In millions, except share and per share data)
(UNAUDITED)

	June 30, 2011	December 30, 2010
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 56.5	$ 74.4
Short-term investments	7.9	8.5
Receivables, net of allowance of $4.1 and $3.7 million, respectively	89.6	100.7
Prepaid expenses	2.2	1.7
Income taxes receivable	6.4	0.0
Other assets	3.4	3.9
Total current assets	166.0	189.2
NON-CURRENT ASSETS:		
Property and equipment, net of accumulated depreciation of $51.1 and $46.4 million, respectively	21.0	19.8
Intangible assets, net of accumulated amortization of $15.1 and $10.8 million, respectively	264.7	275.2
Deferred tax assets, net of valuation allowance of $1.7 and $1.7 million, respectively	351.4	355.7
Debt issuance costs, net	6.5	7.3
Other investment	6.7	6.7
Long-term investments	1.0	0.0
Other long-term assets	0.3	0.6
Total non-current assets	651.6	665.3
TOTAL	$ 817.6	$ 854.5
LIABILITIES AND EQUITY/(DEFICIT)		
CURRENT LIABILITIES:		
Amounts due to founding members	20.6	25.2
Payable to founding members under tax sharing agreement	14.4	21.6
Accrued expenses	8.4	8.9
Income tax payable	0.0	1.2
Current portion of long-term debt	0.0	1.2
Current portion of interest rate swap agreements	25.8	25.3
Accrued payroll and related expenses	9.3	12.7
Accounts payable	13.5	11.8
Deferred revenue	11.6	3.8
Other liabilities	0.2	0.2
Total current liabilities	103.8	111.9
NON-CURRENT LIABILITIES:		
Borrowings	760.0	775.0
Deferred tax liability	65.8	68.1
Payable to founding members under tax sharing agreement	172.2	172.4
Interest rate swap agreements	45.6	45.5
Total non-current liabilities	1,043.6	1,061.0
Total liabilities	1,147.4	1,172.9
COMMITMENTS AND CONTINGENCIES (NOTE 6)		
EQUITY/(DEFICIT):		
NCM, Inc. Stockholders' Equity:		
Preferred stock, $0.01 par value; 10,000,000 shares authorized, none issued and outstanding, respectively	0.0	0.0
Common stock, $0.01 par value; 120,000,000 shares authorized, 53,923,511 and 53,549,477 issued and outstanding, respectively	0.5	0.5
Additional paid in capital (deficit)	(365.6)	(373.3)
Retained earnings (distributions in excess of earnings)	(34.5)	(20.5)
Accumulated other comprehensive loss	(17.6)	(17.5)
Total NCM, Inc. stockholders' equity/(deficit)	(417.2)	(410.8)
Noncontrolling interests	87.4	92.4
Total equity/(deficit)	(329.8)	(318.4)
TOTAL	$ 817.6	$ 854.5

See accompanying notes to condensed consolidated financial statements.

NATIONAL CINEMEDIA, INC. AND SUBSIDIARY
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In millions, except share and per share data)
(UNAUDITED)

	Quarter Ended June 30, 2011	Quarter Ended July 1, 2010	Six Months Ended June 30, 2011	Six Months Ended July 1, 2010
REVENUE:				
Advertising (including revenue from founding members of $10.7, $9.9, $19.0 and $19.5 million, respectively)	$ 98.6	$ 90.1	$ 157.7	$ 157.9
Fathom Events	15.4	8.9	27.1	25.7
Other	0.0	0.1	0.0	0.1
Total	114.0	99.1	184.8	183.7
OPERATING EXPENSES:				
Advertising operating costs	5.9	5.7	9.4	10.2
Fathom Events operating costs (including $2.6, $1.4, $4.5 and $3.8 million to founding members, respectively)	10.7	6.0	18.3	17.1
Network costs	4.8	4.8	9.7	9.7
Theatre access fees—founding members	14.8	13.4	26.9	26.3
Selling and marketing costs	14.9	14.1	29.5	27.2
Administrative and other costs	8.4	7.5	16.9	15.2
Depreciation and amortization	4.3	4.3	8.9	8.3
Total	63.8	55.8	119.6	114.0
OPERATING INCOME	50.2	43.3	65.2	69.7
Interest Expense and Other, Net:				
Interest on borrowings	10.5	11.2	21.4	22.2
Change in derivative fair value	2.0	4.5	0.8	6.2
Accretion of interest on the discounted payable to founding members under tax sharing agreement	4.1	3.0	8.5	6.5
Interest income and other	(0.1)	(0.1)	(0.1)	(0.1)
Total	16.5	18.6	30.6	34.8
INCOME BEFORE INCOME TAXES	33.7	24.7	34.6	34.9
Provision for income taxes	5.4	2.7	4.7	3.6
Equity loss from investment, net	0.0	0.1	0.0	0.7
CONSOLIDATED NET INCOME	28.3	21.9	29.9	30.6
Less: Net Income Attributable to Noncontrolling Interests	19.3	17.3	21.9	24.8
NET INCOME ATTRIBUTABLE TO NCM, INC	$ 9.0	$ 4.6	$ 8.0	$ 5.8
EARNINGS PER NCM, INC. COMMON SHARE:				
Basic	$ 0.17	$ 0.11	$ 0.15	$ 0.14
Diluted	$ 0.16	$ 0.11	$ 0.15	$ 0.14
WEIGHTED AVERAGE SHARES OUTSTANDING:				
Basic	53,912,351	42,289,915	53,801,768	42,250,029
Diluted	54,814,211	42,924,361	54,674,293	42,772,469

See accompanying notes to condensed consolidated financial statements.

NATIONAL CINEMEDIA, INC. AND SUBSIDIARY
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)
(UNAUDITED)

	Six Months Ended June 30, 2011	Six Months Ended July 1, 2010
CASH FLOWS FROM OPERATING ACTIVITIES:		
Consolidated net income	$ 29.9	$ 30.6
Adjustments to reconcile consolidated net income to net cash provided by operating activities:		
Deferred income tax expense	8.3	5.1
Depreciation and amortization	8.9	8.3
Non-cash share-based compensation	7.2	4.4
Accretion of interest on the discounted payable to founding members under tax sharing agreement	8.5	6.5
Excess tax benefit from share-based compensation	(0.2)	0.0
Net unrealized loss on hedging transactions	0.8	6.2
Equity loss from investment	0.0	0.7
Amortization of debt issuance costs	0.8	0.9
Other non-cash operating activities	0.0	0.4
Changes in operating assets and liabilities:		
Receivables—net	11.1	2.9
Accounts payable and accrued expenses	(3.2)	(7.6)
Amounts due to founding members	(1.6)	(4.6)
Payment to founding members under tax sharing agreement	(18.0)	(14.0)
Income taxes and other	(7.6)	(8.1)
Other operating	7.3	4.7
Net cash provided by operating activities	52.2	36.4
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(5.7)	(4.2)
Purchase of investments	(20.9)	(2.1)
Proceeds from sale of investments	20.5	0.0
Net cash used in investing activities	(6.1)	(6.3)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payment of dividends	(21.5)	(14.7)
Proceeds from borrowings	54.0	36.0
Repayments of borrowings	(70.2)	(60.0)
Founding member integration payments	1.3	1.6
Distributions to founding members	(31.5)	(31.1)
Excess tax benefit from share-based compensation	0.2	0.0
Proceeds from stock option exercises	4.1	1.0
Repurchase of stock for restricted stock tax withholding	(0.4)	(0.2)
Net cash used in financing activities	(64.0)	(67.4)
CHANGE IN CASH AND CASH EQUIVALENTS	(17.9)	(37.3)
CASH AND CASH EQUIVALENTS:		
Beginning of period	74.4	91.1
End of period	$ 56.5	$ 53.8

See accompanying notes to condensed consolidated financial statements.

NATIONAL CINEMEDIA, INC. AND SUBSIDIARY
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
(In millions)
(UNAUDITED)

	Six Months Ended June 30, 2011	Six Months Ended July 1, 2010
Supplemental disclosure of non-cash financing and investing activity:		
Purchase of an intangible asset with equity (equity returned)	$ (5.5)	$ 151.3
Sale of assets to founding member collected after period end	$ 0.0	$ 3.0
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 20.8	$ 28.7
Cash paid for income taxes	$ 4.3	$ 6.0

See accompanying notes to condensed consolidated financial statements.

NATIONAL CINEMEDIA, INC. AND SUBSIDIARY
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY/(DEFICIT) AND COMPREHENSIVE INCOME
(In millions, except share data)
(UNAUDITED)

		NCM, Inc.				
	Consolidated	Common Stock	Additional Paid in Capital (Deficit)	Retained Earnings (Distribution in Excess of Earnings)	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests
Balance—December 30, 2010	$ (318.4)	$ 0.5	$ (373.3)	$ (20.5)	$ (17.5)	$ 92.4
Distributions to Members	(27.9)	0.0	0.0	0.0	0.0	(27.9)
Subsidiary equity (returned) for purchase of intangible asset	(5.5)	0.0	(2.7)	0.0	0.0	(2.8)
Income tax and other impacts of subsidiary ownership changes	3.0	0.0	1.0	0.0	(0.2)	2.2
Comprehensive Income Gain (Loss):						
Net unrealized gain on cash flow hedge, net of tax	0.2	0.0	0.0	0.0	0.1	0.1
Net income, net of tax	29.9	0.0	0.0	8.0	0.0	21.9
Total Comprehensive Income Gain (Loss), net of tax	30.1			8.0	0.1	22.0
Share-based compensation issued	3.7	0.0	3.7	0.0	0.0	0.0
Share-based compensation expense/capitalized	7.2	0.0	5.7	0.0	0.0	1.5
Cash dividends declared $0.40 per share	(22.0)	0.0	0.0	(22.0)	0.0	0.0
Balance—June 30, 2011	$ (329.8)	$ 0.5	$ (365.6)	$ (34.5)	$ (17.6)	$ 87.4
Balance — December 31, 2009	$ (493.1)	$ 0.4	$ (490.2)	$ (14.5)	$ (11.8)	$ 23.0
Distributions to Members	(28.3)	0.0	0.0	0.0	0.0	(28.3)
Subsidiary equity issued for purchase of intangible asset	151.3	0.0	58.9	0.0	0.0	92.4
Income tax and other impacts of subsidiary ownership changes	(19.0)	0.0	(26.6)	0.0	1.0	6.6
Comprehensive Income Gain (Loss) :						
Net unrealized (loss) on cash flow hedge, net of tax	(13.8)	0.0	0.0	0.0	(3.9)	(9.9)
Net income, net of tax	30.6	0.0	0.0	5.8	0.0	24.8
Total Comprehensive Income Gain (Loss), net of tax	16.8			5.8	(3.9)	14.9
Share-based compensation issued	0.7	0.0	0.7	0.0	0.0	0.0
Share-based compensation expense/capitalized	4.6	0.0	3.5	0.0	0.0	1.1
Cash dividends declared $0.34 per share	(14.7)	0.0	0.0	(14.7)	0.0	0.0
Balance—July 1, 2010	$ (381.7)	$ 0.4	$ (453.7)	$ (23.4)	$ (14.7)	$ 109.7

See accompanying notes to condensed consolidated financial statements.

NATIONAL CINEMEDIA, INC. AND SUBSIDIARY
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

1. THE COMPANY

Description of Business

National CineMedia, Inc. ("NCM, Inc.") was incorporated in Delaware as a holding company with the sole purpose of becoming a member and sole manager of National CineMedia, LLC ("NCM LLC"). The terms "NCM", "the Company" or "we" shall, unless the context otherwise requires, be deemed to include the consolidated entity. The Company operates the largest digital in-theatre network in North America, allowing NCM to distribute advertising, Fathom entertainment programming events and corporate events under long-term exhibitor services agreements ("ESAs") with American Multi-Cinema, Inc. ("AMC"), a wholly owned subsidiary of AMC Entertainment, Inc. ("AMCE"), Regal Cinemas, Inc., a wholly owned subsidiary of Regal Entertainment Group ("Regal"), and Cinemark USA, Inc. ("Cinemark USA"), a wholly owned subsidiary of Cinemark Holdings, Inc. ("Cinemark"). AMC, Regal and Cinemark and their affiliates are referred to in this document as "founding members." NCM LLC also provides such services to certain third-party theatre circuits under "network affiliate" agreements, which expire at various dates. The Company's initial public offering ("IPO") was completed in February 2007.

At June 30, 2011, NCM LLC had 110,803,475 common membership units outstanding, of which 53,923,511 (48.7%) were owned by NCM, Inc., 22,060,262 (19.9%) were owned by Regal, 17,323,782 (15.6 %) were owned by AMC, and 17,495,920 (15.8%) were owned by Cinemark. The membership units held by the founding members are exchangeable into NCM, Inc. common stock on a one-for-one basis.

Basis of Presentation

The Company has prepared the unaudited condensed consolidated financial statements and related notes of NCM, Inc. in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim financial information and the rules and regulations of the Securities and Exchange Commission ("SEC"). Accordingly, certain information and footnote disclosures typically included in an annual report have been condensed or omitted for this quarterly report. Therefore, the unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's annual report on Form 10-K filed for the fiscal year ended December 30, 2010.

In the opinion of management, all adjustments (which include only normal recurring adjustments) necessary to present fairly in all material respects the financial position, results of operations and cash flows for all periods presented have been made. The Company's business is seasonal and for this and other reasons operating results for interim periods may not be indicative of the Company's full year results or future performance. As a result of the various related-party agreements discussed in Note 4, the operating results as presented are not necessarily indicative of the results that might have occurred if all agreements were with non-related third parties.

Estimates—The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include those related to the reserve for uncollectible accounts receivable, equity-based compensation and income taxes. Actual results could differ from those estimates.

Consolidation—NCM, Inc. consolidates the accounts of NCM LLC under the provision of ASC 810 *Consolidation*. Under ASC 810, a managing member of a limited liability company ("LLC") is presumed to control the LLC, unless the non-managing members have the right to dissolve the entity or remove the managing member without cause, or if the non-managing members have substantive participating rights. The non-managing members of NCM LLC do not have either dissolution rights or removal rights. NCM, Inc. has evaluated the provisions of the NCM LLC membership agreement and has concluded that the various rights of the non-managing members are not substantive participation rights under ASC 810, as they do not limit NCM, Inc.'s ability to make decisions in the ordinary course of business.

Reclassifications – Certain reclassifications of previously reported amounts within operating activities in the statement of cash flows and share based compensation within the statement of equity and comprehensive income have been made to conform to the current year presentation.

NATIONAL CINEMEDIA, INC. AND SUBSIDIARY
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

Significant Accounting Policies

The Company's annual financial statements included in Form 10-K filed for the fiscal year ended December 30, 2010 contain a complete discussion of the Company's significant accounting policies.

Receivables—Bad debts are provided for using the allowance for doubtful accounts method based on historical experience and management's evaluation of outstanding receivables at the end of the period. Receivables are written off when management determines amounts are uncollectible. Trade accounts receivable are uncollateralized and represent a large number of geographically dispersed debtors. At June 30, 2011 there were two advertising agency groups through which the Company sources national advertising revenue representing approximately 20% and 11% of the Company's outstanding gross receivable balance; however, none of the individual contracts related to the advertising agencies were more than 10% of advertising revenue. At December 30, 2010 there were two advertising agency groups through which the Company sources national advertising revenue representing approximately 21% and 17% of the Company's outstanding gross receivable balance; however, none of the individual contracts related to the advertising agencies were more than 10% of advertising revenue. The collectability risk is reduced by dealing with large, national advertising agencies who have strong reputations in the advertising industry and clients with stable financial positions.

Other Investment— Through March 15, 2010, the Company accounted for its investment in RMG Networks, Inc., ("RMG") (formerly Danoo, Inc.) under the equity method of accounting as required by ASC 323-10 *Investments – Equity Method and Joint Ventures*. During the first quarter of 2010, RMG sold additional common stock to other third party investors for cash, which reduced the Company's ownership in RMG, resulting in cost method accounting. At June 30, 2011, the Company's ownership in RMG was approximately 19% of the issued and outstanding preferred and common stock of RMG.

Recent Accounting Pronouncements

In June 2011, the Financial Accounting Standards Board ("FASB") issued an amendment to ASC 220 *Comprehensive Income.* Under the amendments to ASC 220, all items that are required to be recognized under current accounting standards as components of comprehensive income shall be reported in a financial statement that is displayed with the same prominence as other financial statements. ASC 220 is effective for fiscal years beginning after December 15, 2011. The Company is evaluating the impact of ASC 220 on its consolidated financial statements, including the impact to the presentation of comprehensive income in the consolidated statements of operations.

The Company has considered all other recently issued accounting pronouncements and does not believe the adoption of such pronouncements will have a material impact on its consolidated financial statements.

NATIONAL CINEMEDIA, INC. AND SUBSIDIARY
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

2. EARNINGS PER SHARE

Basic earnings per share is computed on the basis of the weighted average number of common shares outstanding. Diluted earnings per share is computed on the basis of the weighted average number of common shares outstanding plus the effect of potentially dilutive common stock options, and restricted stock using the treasury stock method. The components of basic and diluted earnings per NCM, Inc, share are as follows:

	Quarter Ended June 30, 2011	Quarter Ended July 1, 2010	Six Months Ended June 30, 2011	Six Months Ended July 1, 2010
Net Income Attributable to NCM, Inc. (in millions)	$ 9.0	$ 4.6	$ 8.0	$ 5.8
Weighted average shares outstanding:				
Basic	53,912,351	42,289,915	53,801,768	42,250,029
Add: Dilutive effect of stock options and restricted stock	901,860	634,446	872,525	522,440
Diluted	54,814,211	42,924,361	54,674,293	42,772,469
Earnings per NCM, Inc. share:				
Basic	$ 0.17	$ 0.11	$ 0.15	$ 0.14
Diluted	$ 0.16	$ 0.11	$ 0.15	$ 0.14

The effect of the 56,879,964; 62,935,711; 57,016,513 and 61,380,215 exchangeable NCM LLC common units held by the founding members for the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30, 2011 and July 1, 2010, respectively, have been excluded from the calculation of diluted weighted average shares and earnings per NCM, Inc. share as they were antidilutive. In addition, there were 45,780; 192,906; 37,025 and 282,149 stock options and 45; 3,238; 10,296 and 6,201 non-vested (restricted) shares for the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30, 2011 and July 1, 2010, respectively, excluded from the calculation as they are antidilutive, primarily as exercise prices on stock options and intrinsic value of restricted stock shares were above the average market value.

3. INTANGIBLE ASSETS

During the first quarter of 2011, NCM LLC's founding members returned a net 322,751 common membership units to NCM LLC, which is an adjustment to the previously issued common membership units issued in exchange for the rights to exclusive access, in accordance with the ESA, to net new theatre screens and attendees added by the founding members to NCM LLC's network. As a result, NCM LLC recorded a reduction to the intangible asset at fair value of the common membership units of $5.5 million.

During the first quarter of 2010, NCM LLC issued 2,212,219 common membership units to its founding members in exchange for the rights to exclusive access to net new theatre screens and attendees added by the founding members to NCM LLC's network. As a result, NCM LLC recorded an intangible asset at fair value of $39.8 million.

During the second quarter of 2010, NCM LLC issued 6,510,209 common membership units to a subsidiary of AMCE as a result of that subsidiary's acquisition of Kerasotes Showplace Theatres, LLC (the "AMC Kerasotes Acquisition"). Such issuance provided NCM LLC with exclusive access, in accordance with the ESA, to the net new theatre screens and attendees added by AMCE to NCM LLC's network since the date of the last annual common unit adjustment through the date of the AMC Kerasotes Acquisition. As a result, NCM LLC recorded an intangible asset at the market value of the common membership units equal to $111.5 million.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

The Company based the fair value of the intangible assets on the market value of the common membership units when issued, which are freely convertible into the Company's common stock.

Pursuant to ASC 350-10 *Intangibles – Goodwill and Other*, the intangible assets have a finite useful life and the Company amortizes the assets over the remaining useful life corresponding with the ESAs. Amortization of the asset related to Regal Consolidated Theatres will begin in the third quarter of 2011 as the Company now has access to on-screen advertising in the Regal Consolidated Theatres due to the expiration of their existing on–screen advertising agreement.

4. RELATED-PARTY TRANSACTIONS

Pursuant to the ESAs, the Company makes monthly theatre access fee payments to the founding members, comprised of a payment per theatre attendee and a payment per digital screen with respect to the founding member theatres included in our network. The total theatre access fee to the founding members for the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30, 2011 and July 1, 2010 was $14.8 million, $13.4 million, $26.9 million and $26.3 million, respectively.

Under the ESAs, for the quarters and six months ended June 30, 2011 and July 1, 2010, the founding members purchased 60 seconds of on-screen advertising time (with a right to purchase up to 90 seconds) from NCM LLC to satisfy their obligations under their beverage concessionaire agreements at a specified 30 second equivalent cost per thousand ("CPM") impressions. The total revenue related to the beverage concessionaire agreements for the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30, 2011 and July 1, 2010 was $10.7 million, $9.6 million, $18.9 million and $18.8 million, respectively. In addition, the Company made payments to the founding members for use of their screens and theatres for its Fathom Events businesses. These payments are at rates (percentage of event revenue) included in the ESAs based on the nature of the event. Payments to the founding members for these events totaled $2.6 million, $1.4 million, $4.5 million and $3.8 million for the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30, 2011 and July 1, 2010, respectively.

Also, pursuant to the terms of the NCM LLC Operating Agreement in place since the completion of the IPO, NCM LLC is required to make mandatory distributions on a proportionate basis to its members of available cash, as defined in the NCM LLC Operating Agreement, on a quarterly basis in arrears. Distributions for the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30, 2011 and July 1, 2010 are as follows (in millions):

	Quarter Ended June 30, 2011	Quarter Ended July 1, 2010	Six Months Ended June 30, 2011	Six Months Ended July 1, 2010
AMC	$ 6.7	$ 8.3	$ 8.5	$ 10.2
Cinemark	6.8	5.5	8.6	7.2
Regal	8.6	8.3	10.8	10.9
NCM, Inc.	21.0	13.7	26.4	18.0
Total	$ 43.1	$ 35.8	$ 54.3	$ 46.3

The available cash payment by NCM LLC to its founding members for the quarter ended June 30, 2011 of $22.1 million, which is included in amounts due to founding members at June 30, 2011, will be made in the third quarter of 2011. The available cash payment by NCM LLC to its founding members for the quarter ended July 1, 2010 of $22.1 million was made in the third quarter of 2010.

On April 30, 2008, Regal acquired Consolidated Theatres and NCM issued common membership units to Regal upon the closing of its acquisition in exchange for the right to exclusive access to the theatres. The Consolidated Theatres had a pre-existing advertising agreement and, as a result, Regal must make "integration" payments pursuant to the ESAs on a quarterly basis in arrears through the second quarter of 2011 in accordance with certain run-out provisions. For the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30,

NATIONAL CINEMEDIA, INC. AND SUBSIDIARY
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

2011 and July 1, 2010, the Consolidated Theatres payment was $0.5 million, $0.9 million, $0.8 million and $1.3 million, respectively and represents a cash element of the consideration received for the common membership units issued. The Consolidated Theatres payment of $0.5 million for the quarter ended June 30, 2011, was included in amounts due from founding members at June 30, 2011 and will be received in the third quarter of 2011. The second quarter's payment will be the final integration payment as Consolidated Theatres have been added to our network in June 2011.

Amounts due to founding members at June 30, 2011 were comprised of the following (in millions):

	AMC	Cinemark	Regal	Total
Theatre access fees, net of beverage revenues	$ 0.5	$ 0.4	$ 0.6	$ 1.5
Cost and other reimbursement	(0.7)	(1.0)	(0.8)	(2.5)
Distributions payable, net	6.7	6.8	8.1	21.6
Total	$ 6.5	$ 6.2	$ 7.9	$20.6

Amounts due to founding members at December 30, 2010 were comprised of the following (in millions):

	AMC	Cinemark	Regal	Total
Theatre access fees, net of beverage revenues	$ 0.5	$ 0.4	$ 0.5	$ 1.4
Cost and other reimbursement	(0.2)	(0.5)	0.0	(0.7)
Distributions payable, net	8.5	7.6	8.4	24.5
Total	$ 8.8	$ 7.5	$ 8.9	$25.2

Other – During the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30, 2011 and July 1, 2010, AMC, Cinemark and Regal purchased an inconsequential amount, $0.3 million, $0.1 million and $0.7 million, respectively, of NCM LLC's advertising inventory for their own use. The value of such purchases are calculated by reference to NCM LLC's advertising rate card and included in advertising revenue.

Included in selling and marketing costs and Fathom Events operating costs is $0.6 million, $0.8 million, $0.9 million and $1.2 million for the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30, 2011 and July 1, 2010, respectively, related to purchases of movie tickets and concession products from the founding members primarily for marketing to NCM LLC's advertising clients and marketing resale to Fathom Business customers.

The Company paid the founding members $17.1 million in the first quarter of 2011 for the 2010 taxable year, $0.9 million in the second quarter of 2011 for the 2009 taxable year and $14.0 million in the first quarter of 2010 for the 2009 taxable year pursuant to the tax sharing agreement.

Related Party Affiliates — During 2011, NCM LLC entered into a digital content agreement and a Fathom agreement with Showplex Cinemas, Inc. ("Showplex"), an affiliate of one of NCM, Inc.'s directors, for NCM LLC to provide in-theatre advertising and Fathom Events services to Showplex in its theatre locations. The affiliate agreement was entered into at terms that are similar to those of our advertising affiliates. Included in advertising operating costs is an inconsequential amount for the quarter and six months ended June 30, 2011. As of June 30, 2011 an inconsequential amount is included in accounts payable for amounts due to Showplex under the agreement.

During 2009, NCM LLC entered into a digital content agreement and a Fathom agreement with LA Live Cinemas LLC ("LA Live"), an affiliate of Regal, for NCM LLC to provide in-theatre advertising and Fathom Events services to LA Live in its theatre complex. The affiliate agreement was entered into at terms that are similar to those of our other advertising affiliates. Included in advertising operating costs is an inconsequential amount for the quarters ended June 30, 2011 and July 1, 2010 and $0.1 million and an inconsequential amount for the six months ended June 30, 2011 and July 1, 2010, respectively, for payments to the affiliate under the agreement. As of June 30, 2011 and December 30, 2010 approximately $0.1 million is included in accounts payable for amounts due to LA Live under the agreement.

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During 2009, NCM LLC entered into a network affiliate agreement with Starplex Operating L.P. (“Starplex”), an affiliate of Cinemark, for NCM LLC to provide in-theatre advertising services to Starplex in its theatre locations. The affiliate agreement was entered into at terms that are similar to those of our other advertising affiliates. Starplex joined the NCM LLC advertising network in the first quarter of 2010. Included in advertising operating costs is $0.7 million, $0.4 million, $1.1 million and $0.5 million, for the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30, 2011 and July 1, 2010, respectively, for its share of advertising sold in its theatres under the affiliate agreement. As of June 30, 2011 and December 30, 2010 approximately $0.7 million and $0.5 million, respectively is included in accounts payable for amounts due to Starplex under the agreement.

5. BORROWINGS

On February 13, 2007, concurrently with the closing of the IPO of NCM, Inc., NCM LLC entered into a senior secured credit facility with a group of lenders. The facility consists of a six-year $80.0 million revolving credit facility and an eight-year, $725.0 million term loan facility. The revolving credit facility portion is available, subject to certain conditions, for general corporate purposes of the Company in the ordinary course of business and for other transactions permitted under the credit agreement, and a portion is available for letters of credit. The obligations under the credit facility are secured by a lien on substantially all of the assets of NCM, LLC.

The outstanding balance of the term loan facility at June 30, 2011 and December 30, 2010 was $725.0 million. The outstanding balance under the revolving credit facility at June 30, 2011 and December 30, 2010 was $35.0 million and $50.0 million, respectively. As of June 30, 2011, the effective rate on the term loan was 5.3% including the effect of the interest rate swaps (both the swaps accounted for as hedges and those that are not). The interest rate swaps hedged $550.0 million or 76% of the $725.0 million term loan at a fixed interest rate of 6.484% while the unhedged portion was at an interest rate of 1.75%. The applicable margin on the term loan was lowered to 1.5% from 1.75% as a result of an upgrade of the corporate credit rating by the credit rating agencies specified in the credit agreement, in the first quarter of 2011. The weighted-average interest rate on the unhedged revolver was 2.3%. Commencing with the fourth fiscal quarter in fiscal year 2009, the applicable margin for the revolving credit facility is determined quarterly and is subject to adjustment based upon a consolidated net senior secured leverage ratio for NCM LLC and its subsidiaries (the ratio of secured funded debt less unrestricted cash and cash equivalents, over a non-GAAP measure defined in the credit agreement). The senior secured credit facility also contains a number of covenants and financial ratio requirements, with which the Company was in compliance at June 30, 2011, including the consolidated net senior secured leverage ratio. There are no borrower distribution restrictions as long as the Company’s consolidated net senior secured leverage ratio is below 6.5 times and the borrower is in compliance with its debt covenants. As of June 30, 2011, its consolidated net senior secured leverage ratio was 3.5 times, while the covenant was 6.5 times.

Refer to Note 11 for discussion of the amendment of the senior secured credit facility and restructuring of debt.

On March 19, 2009, the Company gave an $8.5 million note payable to Credit Suisse, Cayman Islands Branch (“Credit Suisse”) with no stated interest rate to settle the $10.0 million contingent put obligation and to acquire the $20.7 million outstanding principal balance of debt of IdeaCast, Inc. (“IdeaCast”) (together with all accrued interest and other lender costs required to be reimbursed by IdeaCast). The note was paid in full January 15, 2011. At issuance the Company recorded the note at a present value of $7.0 million. At December 30, 2010, $1.2 million of the balance was recorded in current liabilities. Interest on the note was accreted at the Company’s estimated incremental cost of debt based on then current market indicators over the term of the loan to interest expense.

6. COMMITMENTS AND CONTINGENCIES

Legal Actions—The Company is subject to claims and legal actions in the ordinary course of business. The Company believes such claims will not have a material effect on its financial position or results of operations.

Minimum Revenue Guarantees— As part of the network affiliate agreements entered in the ordinary course of business under which the Company sells advertising for display in various theatre chains other than those of the founding members of NCM LLC, the Company has agreed to certain minimum revenue guarantees on a per attendee basis. If an affiliate achieves the attendance set forth in their respective agreement, the Company has guaranteed minimum revenue for the network affiliate per attendee if such amount paid under the revenue share arrangement is less than its guaranteed amount. The amount and term varies for each network affiliate, but terms range from two to seven years, prior to any renewal periods of which some are at the option of the Company. The maximum potential amount of future payments the Company could be required to make pursuant to the minimum revenue guarantees is $18.3 million over the remaining terms of the network affiliate agreements. As of June 30, 2011 and December 30, 2010 the Company had no liabilities recorded for these obligations as such guarantees are less than the expected share of revenue paid to the affiliate.

7. FAIR VALUE MEASUREMENT

Fair Value of Financial Instruments— The carrying amounts of cash and other notes payable as reported in the Company's balance sheets approximate their fair value due to their short maturity. The carrying amount of the revolving credit facility is considered a reasonable estimate of fair value due to its floating-rate terms. The carrying amounts and fair values of interest rate swap agreements are the same since the Company accounts for these instruments at fair value. The Company has estimated the fair value of its term loan based on an average of at least two non-binding broker quotes and the Company's analysis to be $710.9 million and $713.3 million at June 30, 2011 and December 30, 2010, respectively. The carrying value of the term loan was $725.0 million as of June 30, 2011 and December 30, 2010.

The fair value of the investment in RMG networks has not been estimated at June 30, 2011 as there were no monetary equity events or changes in circumstances that may have a significant adverse effect on the fair value of the investment, and as it is not practicable to do so because RMG is not a publicly traded company. The carrying amount of the Company's investment was $6.7 million as of June 30, 2011 and December 30, 2010. Refer to Note 1.

Recurring Measurements—The fair values of the Company's assets and liabilities measured on a recurring basis pursuant to ASC 820-10 *Fair Value Measurements and Disclosures* are as follows (in millions):

		Fair Value Measurements at Reporting Date Using		
	As of June 30, 2011	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
ASSETS:				
Cash equivalents *(1)*	$ 43.1	$ 43.1	$ 0.0	$ 0.0
Short-term investments *(2)*	7.9	7.9	0.0	0.0
Long-term investments *(2)*	1.0	1.0	0.0	0.0
Total Assets	$ 52.0	$ 52.0	$ 0.0	$ 0.0
LIABILITIES:				
Current Portion of Interest Rate Swap Agreements *(3)*	$ (25.8)	$ 0.0	$ (25.8)	$ 0.0
Interest Rate Swap Agreements *(3)*	(45.6)	0.0	(45.6)	0.0
Total Liabilities	$ (71.4)	$ 0.0	$ (71.4)	$ 0.0

(1) *Cash Equivalents*— The Company's cash equivalents are carried at estimated fair value.

(2) *Short-Term and Long-term Investments*— The Company's short-term and long-term investments are classified as available-for-sale and are carried at estimated fair value with any unrealized gains, as well as losses that the Company considers to be temporary, reported net of tax in other comprehensive income within stockholders' equity. Short-term investments have effective maturity dates from three to 12 months and long-term investments have effective maturity dates greater than 12 months. The amortized cost basis approximates the aggregate fair value as of June 30, 2011 and December 30, 2010. For the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30, 2011 and July 1, 2010 there was an inconsequential amount of net realized gains (losses) recognized in interest income and no net unrealized holding gains (losses) included in other comprehensive income.

(3) *Interest Rate Swap Agreements*—Refer to Note 8.

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8. DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

NCM LLC has interest rate swap agreements with four counterparties that, at their inception, qualified for and were designated as cash flow hedges against interest rate exposure on $550.0 million of the variable rate debt obligations under the senior secured credit facility. The interest rate swap agreements have the effect of converting a significant portion of the Company's variable rate debt to a fixed rate of 6.484%. All interest rate swaps were entered into for risk management purposes. The Company has no derivatives for other purposes.

Cash flow hedge accounting was discontinued on September 15, 2008 due to the event of default created by the bankruptcy of Lehman Brothers Holdings Inc. ("Lehman") and the inability of the Company to continue to demonstrate the swap would be effective. In accordance with ASC 815 *Derivatives and Hedging*, the net derivative loss as of September 14, 2008 related to the discontinued cash flow hedge with Lehman Brothers Special Financing ("LBSF") shall continue to be reported in accumulated other comprehensive income unless it is probable that the forecasted transaction will not occur by the end of the originally specified time period. Accordingly, the net derivative loss is being amortized to interest expense over the remaining term of the interest rate swap through February 13, 2015. The amount amortized during both the quarters ended June 30, 2011 and July 1, 2010 was $0.3 million and during both the six months ended June 30, 2011 and July 1, 2010 was $0.6 million. The Company estimates approximately $1.3 million will be amortized to interest expense in the next 12 months.

Both at inception and on an on-going basis the Company performs an effectiveness test using the hypothetical derivative method. The fair values of the interest rate swaps with the counterparties other than Barclays (representing notional amounts of $412.5 million associated with a like amount of the variable rate debt) are recorded on the Company's balance sheet as a liability with the change in fair value recorded in other comprehensive income since the instruments were determined to be perfectly effective at June 30, 2011 and December 30, 2010. There were no amounts reclassified into current earnings due to ineffectiveness during the periods presented other than as described herein.

The fair value of the Company's interest rate swap is based on dealer quotes, and represents an estimate of the amount the Company would receive or pay to terminate the agreements taking into consideration various factors, including current interest rates and the forward yield curve for 3-month LIBOR.

As of June 30, 2011 and December 30, 2010, the estimated fair value and line item caption of derivative instruments recorded were as follows (in millions):

	Liability Derivatives			
	As of June 30, 2011		As of December 30, 2010	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivatives designated as hedging instruments in cash flow hedges:				
Current portion of interest rate swap agreements	Current Liabilities	$19.4	Current Liabilities	$19.0
Interest rate swap agreements	Other Liabilities	$34.2	Other Liabilities	$34.1
Derivatives not designated as hedging instruments:				
Current portion of interest rate swap agreements	Current Liabilities	$ 6.4	Current Liabilities	$ 6.3
Interest rate swap agreements	Other Liabilities	$11.4	Other Liabilities	$11.4
Total derivatives		$71.4		$70.8

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The effect of derivative instruments in cash flow hedge relationships on the consolidated financial statements for the quarters ended June 30, 2011 and July 1, 2010 and six months ended June 30, 2011 and July 1, 2010 were as follows (in millions):

	Unrealized Loss Recognized in NCM, Inc's OCI (Pre-tax)				Realized Loss Recognized in Interest Expense (Pre-tax)			
	Qtr. Ended June 30, 2011	Qtr. Ended July 1, 2010	Six Months Ended June 30, 2011	Six Months Ended July 1, 2010	Qtr. Ended June 30, 2011	Qtr. Ended July 1, 2010	Six Months Ended June 30, 2011	Six Months Ended July 1, 2010
Interest Rate Swaps	$ (9.6)	$ (17.1)	$ (9.6)	$ (25.9)	$ (4.9)	$ (4.9)	$ (9.8)	$ (9.8)

For the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30, 2011 and July 1, 2010 there was $0.3 million, $0.3 million, $0.6 million and $0.6 million of ineffectiveness recognized, respectively.

The effect of derivatives not designated as hedging instruments under ASC 815 on the consolidated financial statements for the quarters ended June 30, 2011 and July 1, 2010 and six months ended June 30, 2011 and July 1, 2010 were as follows (in millions):

	Loss Recognized in Interest Expense (Pre-tax)			
	Qtr. Ended June 30, 2011	Qtr. Ended July 1, 2010	Six Months Ended June 30, 2011	Six Months Ended July 1, 2010
Interest on borrowings	$ (1.6)	$ (1.6)	$ (3.2)	$ (3.0)
Change in derivative fair value	$ (2.0)	(4.5)	(0.8)	(6.2)
Total	$ (3.6)	$ (6.1)	$ (4.0)	$ (9.2)

9. OWNERSHIP CHANGES

The table below presents the changes in NCM, Inc.'s equity resulting from net income attributable to NCM, Inc. and transfers to or from noncontrolling interests (in millions):

	Six Months Ended June 30, 2011	Six Months Ended July 1, 2010
Net income attributable to NCM, Inc.	$ 8.0	$ 5.8
Subsidiary equity issued (returned) for purchase of intangible asset	(2.7)	58.9
Income tax and other impacts of subsidiary ownership changes	1.0	(26.6)
Change from net income attributable to NCM, Inc. and transfers from noncontrolling interests	$ 6.3	$ 38.1

10. SEGMENT REPORTING

Advertising is the principal business activity of the Company and is the Company's reportable segment under the requirements of ASC 280, *Segment Reporting*. Advertising revenue accounted for 86.5%, 90.9%, 85.3% and 86.0% of consolidated revenue for the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30, 2011 and July 1, 2010, respectively. Fathom Consumer Events and Fathom Business Events are operating segments under ASC 280, but do not meet the quantitative thresholds for segment reporting. The following table presents revenues less directly identifiable expenses to arrive at operating income net of direct expenses for the advertising reportable segment, the combined Fathom Events operating segments, and network, administrative and unallocated costs. Management does not evaluate its segments on a fully allocated cost basis. Therefore, the measure of segment operating income net of direct expenses shown below is not prepared on the same basis as

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operating income in the consolidated statement of operations and the results below are not indicative of what segment results of operations would have been had it been operated on a fully allocated cost basis. Management cautions that it would be inappropriate to assume that unallocated operating costs are incurred proportional to segment revenue or any directly identifiable segment expenses. Unallocated operating costs consist primarily of network costs, general and administrative costs and other unallocated costs including depreciation and amortization. Management does not track segment assets and, therefore, segment asset information is not presented.

	Quarter Ended June 30, 2011 (in millions)			
	Advertising	Fathom Events and Other	Network, Administrative and Unallocated Costs	Consolidated
Revenue	$ 98.6	$ 15.4	$ 0.0	$ 114.0
Operating costs	20.7	10.7		31.4
Selling and marketing costs	12.2	2.0	0.7	14.9
Other costs	0.7	0.2		0.9
Operating income, net of direct expenses	$ 65.0	$ 2.5		
Network, administrative and other costs			16.6	16.6
Consolidated Operating Income				$ 50.2

	Quarter Ended July 1, 2010 (in millions)			
	Advertising	Fathom Events and Other	Network, Administrative and Unallocated Costs	Consolidated
Revenue	$ 90.1	$ 8.9	$ 0.1	$ 99.1
Operating costs	19.1	6.0		25.1
Selling and marketing costs	11.5	2.2	0.4	14.1
Other costs	0.7	0.2		0.9
Operating income, net of direct expenses	$ 58.8	$ 0.5		
Network, administrative and other costs			15.7	15.7
Consolidated Operating Income				$ 43.3

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	Six Months Ended June 30, 2011 (in millions)			
	Advertising	Fathom Events and Other	Network, Administrative and Unallocated Costs	Consolidated
Revenue	$ 157.7	$ 27.1	$ 0.0	$ 184.8
Operating costs	36.3	18.3		54.6
Selling and marketing costs	23.8	4.1	1.6	29.5
Other costs	1.4	0.4		1.8
Operating income, net of direct expenses	$ 96.2	$ 4.3		
Network, administrative and other costs			33.7	33.7
Consolidated Operating Income				$ 65.2

	Six Months Ended July 1, 2010 (in millions)			
	Advertising	Fathom Events and Other	Network, Administrative and Unallocated Costs	Consolidated
Revenue	$ 157.9	$ 25.7	$ 0.1	$ 183.7
Operating costs	36.5	17.1		53.6
Selling and marketing costs	22.1	4.3	0.8	27.2
Other costs	1.4	0.4		1.8
Operating income, net of direct expenses	$ 97.9	$ 3.9		
Network, administrative and other costs			31.4	31.4
Consolidated Operating Income				$ 69.7

The following is a summary of revenues by category (in millions):

	Quarter Ended June 30, 2011	Quarter Ended July1, 2010	Six Months Ended June 30, 2011	Six Months Ended July 1, 2010
National Advertising Revenue	$ 67.7	$ 64.1	$ 106.0	$ 110.5
Founding Member Advertising Revenue from Beverage Concessionaire Agreements	10.7	9.6	18.9	18.8
Local Advertising Revenue	20.2	16.4	32.8	28.6
Fathom Consumer Revenue	12.1	4.4	20.0	17.5
Fathom Business Revenue	3.3	4.5	7.1	8.2
Other	0.0	0.1	0.0	0.1
Total Revenues	$ 114.0	$ 99.1	$ 184.8	$ 183.7

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11. SUBSEQUENT EVENTS

On August 3, 2011, the Company declared a cash dividend of $0.22 per share (approximately $12 million) on each share of the Company's common stock (including outstanding restricted stock) to stockholders of record on August 18, 2011 to be paid on September 1, 2011.

On July 5, 2011 NCM, LLC completed a private placement of $200 million in aggregate principal amount of 7.875% Senior Notes ("the Notes") due in 2021. The Notes have a maturity date of July 15, 2021 and pay interest semi-annually in arrears on January 15 and July 15 of each year, commencing January 15, 2012. The proceeds were used to prepay $175 million of NCM, LLC's outstanding indebtedness under its existing senior secured credit facility, as well as payments on the existing revolving line of credit and offering costs.

On June 20, 2011, NCM, LLC, entered into an amendment (the "Amendment") to NCM, LLC's senior secured credit facility (the "Credit Facility"). Pursuant to the terms and conditions thereof, the Amendment became effective upon the completion of the private placement of the Notes on July 5, 2011. Barclays Bank PLC, is administrative agent for certain lenders that are party to the Credit Facility.

Under the Amendment, among other things:

- the existing six-year $66 million revolving credit facility that terminates on February 13, 2013, was replaced with a new $105 million revolving credit facility that will terminate on December 31, 2014;
- the $14 million outstanding revolving loan from Lehman (not subject to pro rata prepayment or re-borrowing) remains in place and will also mature on December 31, 2014;
- the negative covenants of LLC were amended to permit LLC to issue senior notes and other unsecured indebtedness subject to certain conditions;
- the unused line fee increased from 0.375% per annum to 0.50% per annum;
- the amount of permitted investments by LLC increased; and
- the definition of available cash was amended to (i) disregard the effect of certain debt issuances and (ii) level out the impact on available cash of certain capital expenditures.

The amendment required LLC to use at least $175 million of the net proceeds of the senior notes offering to prepay the term loans under the Credit Facility. The consenting lenders further agreed that there would be no breakage costs associated with the prepayment of indebtedness from proceeds of the senior notes offering or the replacement of the revolving credit facility and the applicable margin has not changed.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Some of the information in this Quarterly Report on Form 10-Q includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934 (the "Exchange Act"), as amended. All statements other than statements of historical facts included in this Form 10-Q, including, without limitation, certain statements under "Management's Discussion and Analysis of Financial Condition and Results of Operations", may constitute forward-looking statements. In some cases, you can identify these "forward-looking statements" by the specific words, including but not limited to "may," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of those words and other comparable words. These forward-looking statements involve risks and uncertainties. Our actual results could differ materially from those indicated in these statements as a result of certain factors as more fully discussed under the heading "Risk Factors" contained in our annual report on Form 10-K for the Company's fiscal year ended December 30, 2010. The following discussion and analysis should be read in conjunction with the unaudited condensed consolidated financial statements and notes thereto included herein and the audited financial statements and other disclosure included in our annual report on Form 10-K for the Company's fiscal year ended December 30, 2010. In the following discussion and analysis, the term net income refers to net income attributable to NCM, Inc.

Overview

NCM operates the largest digital in-theatre network in North America, for the distribution of advertising and Fathom Consumer and Business Events. Our revenue is principally derived from the sale of advertising and, to a lesser extent, from our Fathom Events business. We have long-term ESAs with NCM LLC's founding members and multi-year agreements with several other theatre operators, whom we refer to as network affiliates. The ESAs with the founding members and network affiliate agreements grant us exclusive rights, subject to limited exceptions, to sell advertising and meeting services and distribute entertainment programming in those theatres. Our advertising and Fathom Events businesses are distributed across our proprietary digital content network ("DCN") and live digital broadcast network ("DBN"). Approximately 94% of the aggregate founding member and network affiliate theatre attendance is generated by theatres connected to our DCN.

Management focuses on several measurements that we believe provide us with the necessary metrics and key performance indicators for us to manage our business and to determine how we are performing versus our internal goals and targets, and against the performance of our competitors and other benchmarks in the marketplaces in which we operate. Senior executives hold monthly meetings with managers and staff to discuss and analyze operating results and address significant variances to budget in an effort to identify trends and changes in our business. We focus on many operating metrics including changes in operating income before depreciation and amortization ("OIBDA"), Adjusted OIBDA and Adjusted OIBDA margin, as defined and discussed in "—Non-GAAP Financial Measures" below, as some of our primary measurement metrics. In addition, we pay particular attention to our monthly advertising performance measurements, including advertising inventory utilization, pricing (CPM), local and total advertising revenue per attendee and the number of Fathom Events locations, revenue per event and location. Finally, we monitor our operating cash flow and related financial leverage (see Note 5 to the unaudited condensed consolidated financial statements) and revolving credit facility availability and cash balances to ensure that debt obligations and future declared dividends can be met and there are adequate cash reserves to operate our business.

Our operating results may be affected by a variety of internal and external factors and trends described more fully in the section entitled "Risk Factors" in our Form 10-K filed with the SEC on February 25, 2011 for the Company's fiscal year ended December 30, 2010.

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Summary Historical and Operating Data

The following table presents operating data and Adjusted OIBDA. See "—Non-GAAP Financial Measures" below for a discussion of the calculation of Adjusted OIBDA and reconciliation to operating income.

(In millions, except per share data)	Quarter Ended June 30, 2011	Quarter Ended July 1, 2010	Six Months Ended June 30, 2011	Six Months Ended July 1, 2010
Revenue	$114.0	$ 99.1	$184.8	$183.7
Operating income	$ 50.2	$ 43.3	$ 65.2	$ 69.7
Adjusted OIBDA	$ 57.7	$ 49.9	$ 81.3	$ 82.4
Adjusted OIBDA margin	50.6%	50.4%	44.0%	44.9%
Net Income Attributable to NCM, Inc.	$ 9.0	$ 4.6	$ 8.0	$ 5.8
Net Income per NCM, Inc. Basic Share	$ 0.17	$ 0.11	$ 0.15	$ 0.14
Net Income per NCM, Inc. Diluted Share	$ 0.16	$ 0.11	$ 0.15	$ 0.14
Total advertising revenue ($ in millions)	$ 98.6	$ 90.1	$157.7	$157.9
Total theater attendance (in millions)	175.6	165.1	308.8	327.0
Total advertising revenue per attendee	$ 0.56	$ 0.55	$ 0.51	$ 0.48

Non-GAAP Financial Measures

OIBDA, Adjusted OIBDA and Adjusted OIBDA margin are not financial measures calculated in accordance with generally accepted accounting principles ("GAAP") in the United States. OIBDA represents operating income before depreciation and amortization expense. Adjusted OIBDA excludes from OIBDA non-cash share based payment costs and deferred stock compensation. Adjusted OIBDA margin is calculated by dividing Adjusted OIBDA by total revenue. These non-GAAP financial measures are used by management to evaluate operating performance and to forecast future results and as a basis for compensation. The Company believes these are important supplemental measures of operating performance because they eliminate items that have less bearing on its operating performance and so highlight trends in its core business that may not otherwise be apparent when relying solely on GAAP financial measures. The Company believes the presentation of these measures is relevant and useful for investors because it enables them to view performance in a manner similar to the method used by the Company's management, helps improve their ability to understand the Company's operating performance and makes it easier to compare the Company's results with other companies that may have different depreciation and amortization policies, and non-cash share based compensation programs or different interest rates or debt levels or income tax rates. A limitation of these measures, however, is that they exclude depreciation and amortization, which represent a proxy for the periodic costs of certain capitalized tangible and intangible assets used in generating revenues in the Company's business. In addition, Adjusted OIBDA has the limitation of not reflecting the effect of the Company's share based payment costs and deferred stock compensation. OIBDA or Adjusted OIBDA should not be regarded as an alternative to operating income, net income or as indicators of operating performance, nor should they be considered in isolation of, or as substitutes for financial measures prepared in accordance with GAAP. The Company believes that operating income is the most directly comparable GAAP financial measure to OIBDA. Because not all companies use identical calculations, these non-GAAP presentations may not be comparable to other similarly titled measures of other companies.

OIBDA and Adjusted OIBDA do not reflect the Regal Consolidated Theatres integration payments. Regal made Consolidated Theatre payments to NCM LLC pursuant to the revised ESAs, which were $0.5 million, $0.9 million, $0.8 million and $1.3 million for the quarters ended June 30, 2011 and July 1, 2010 and the six months ended June 30, 2011 and July 1, 2010, respectively.

The following table reconciles operating income to OIBDA and Adjusted OIBDA for the periods presented (dollars in millions):

	Quarter Ended June 30, 2011	Quarter Ended July 1, 2010	Six Months Ended June 30, 2011	Six Months Ended July 1, 2010
Operating income	$ 50.2	$ 43.3	$ 65.2	$ 69.7
Depreciation and amortization	4.3	4.3	8.9	8.3
OIBDA	54.5	47.6	74.1	78.0
Share-based compensation costs (1)	3.2	2.3	7.2	4.4
Adjusted OIBDA	$ 57.7	$ 49.9	$ 81.3	$ 82.4
Total Revenue	$ 114.0	$ 99.1	$ 184.8	$ 183.7
Adjusted OIBDA margin	50.6%	50.4%	44.0%	44.9%

(1) Share-based payment costs are included in network operations, selling and marketing, and administrative expense in the accompanying unaudited condensed consolidated financial statements.

Basis of Presentation

The results of operations data for the quarter and six months ended June 30, 2011 and July 1, 2010 were derived from the unaudited condensed consolidated financial statements and accounting records of NCM, Inc. and should be read in conjunction with the notes thereto.

Results of Operations

Quarter Ended June 30, 2011 and July 1, 2010

Revenue. Total revenue of the Company for the quarter ended June 30, 2011 was $114.0 million compared to $99.1 million for the quarter ended July 1, 2010, an increase of $14.9 million, or 15.0%. The increase in total revenue was primarily the result of an increase in total advertising revenue of $8.5 million or 9.4% (including revenue from our founding member beverage concessionaire agreements, or "beverage revenue"), in addition to the 73.0% increase in Fathom Events revenue from $8.9 million in 2010 to $15.4 million in the current quarter.

National advertising revenues of $78.4 million (including $10.7 million of beverage revenue) for the quarter ended June 30, 2011 increased 6.4% from $73.7 million (including $9.6 million of beverage revenue) for the quarter ended July 1, 2010. National advertising revenue (excluding beverage revenue) for the quarter ended June 30, 2011 increased $3.6 million or 5.6% to $67.7 million compared to $64.1 million for the quarter ended July 1, 2010. This increase was due to the continued expansion of our overall client base and an increase in the allocation to the current quarter of the annual content partner spending as compared to the second quarter of 2010. In addition, the higher content partner allocation and a favorable TV advertising scatter market contributed to an increase of 2.9% in national advertising CPMs (excluding beverage revenue). There was also a 6.4% increase in national advertising impressions sold that contributed to a slight decrease versus the second quarter of 2010 in the national inventory utilization to 91.5%. This increase in impressions related to a strong theatrical box office and the addition of network affiliates. The 11.5% increase in payments from the founding members for their beverage concessionaire agreements was due primarily to a combination of the impact of the annual contractual 6% beverage revenue CPM increase and a 5.7% increase in founding member attendance due to a strong theatrical box office and the AMC Kerasotes Acquisition completed in the second quarter of 2010. Our make-good reserve balance decreased to $2.0 million at June 30, 2011 from $4.6 million at July 1, 2010 due to strong theatre attendance at the end of the current quarter. The Company anticipates this reserve will be recognized as revenue in the third quarter of 2011.

Local advertising revenue increased $3.8 million or 23.2% to $20.2 million for the current quarter compared to $16.4 million for the quarter ended July 1, 2010. This increase was primarily due to the expansion of our network and an increase in the number of larger regional contracts as well as regional spending by nationally recognized clients. Local revenue per theatre attendee increased 20.0% to $0.12 per attendee for the second quarter of 2011 compared to $0.10 for the second quarter of 2010, notwithstanding the 6.4% increase in theatre attendance.

Total advertising revenue (including beverage revenue) per attendee for the quarter ended June 30, 2011 increased 1.8% to $0.56 per attendee compared to $0.55 for the quarter ended July 1, 2010. Excluding beverage revenue, total advertising revenue per attendee increased 2.7%. The increase in the advertising revenue per attendee was due to the 9.4% increase in total advertising revenue (including beverage), offset by the 6.4% increase in theatre attendance.

Fathom Events revenue increased 73.0% to $15.4 million for the quarter ended June 30, 2011 as compared to $8.9 million for the quarter ended July 1, 2010. Our Fathom Consumer events revenue increased 168.9% primarily due to a 123.0% increase in events versus the second quarter of 2010, including additional Metropolitan Opera programs and many other arts and entertainment and cinema events. The Fathom Business division revenue remained consistent compared to the 2010 period as the division continues to be negatively impacted by the slow economic recovery. The total number of Fathom event sites utilized during the quarter ended June 30, 2011 increased 88.6% compared to the same period of 2010, primarily due to a the increase in the number of Fathom Consumer events held and the expansion of the Fathom Events network.

Operating expenses. Total operating expenses for the quarter ended June 30, 2011 were $63.8 million compared to $55.8 million for the quarter ended July 1, 2010. The 14.3% increase in 2011 compared to the 2010 period was primarily the result of a 73.0% increase in our Fathom Event revenue, and a 9.2% increase in our advertising revenues (excluding beverage). Set forth below is a discussion of the operating expenses.

Advertising operating costs. Advertising operating costs of $5.9 million for the quarter ended June 30, 2011 increased 3.5% over the $5.7 million for the quarter ended July 1, 2010 due primarily to the increase in advertising revenue.

Fathom Events operating costs. Fathom Events operating costs of $10.7 million for the quarter ended June 30, 2011 increased $4.7 million or 78.3% compared to $6.0 million during the quarter ended July 1, 2010. The increase was primarily due to the increased revenue generated by the Fathom Consumer division resulting in an increase in payments to content producers due to the mix of events, as well as the increase in the revenue share payments to our founding members and affiliates.

Network costs. Network costs of $4.8 million for the quarter ended June 30, 2011 were consistent with $4.8 million for the quarter ended July 1, 2010 due to lower maintenance costs related to the transition to the digital cinema projectors offset by costs associated with aging network equipment in theatres that have yet to install the new higher quality digital cinema equipment.

Theatre access fees. Theatre access fees were $14.8 million for the quarter ended June 30, 2011 compared to $13.4 million for the quarter ended July 1, 2010. The 10.4% increase for 2011 versus the 2010 period was primarily the result of a 5.7% increase in founding member attendance, driven in part by the attendance and screens added by the AMC Kerasotes Acquisition completed in the second quarter of 2010. The remaining increase was due to the annual increase in the amount per digital screen specified in the ESA and additional costs associated with our access to the higher quality digital cinema equipment.

Selling and marketing costs. Selling and marketing costs increased to $14.9 million, or 5.7% for the quarter ended June 30, 2011 compared to $14.1 million for the quarter ended July 1, 2010. This increase is primarily due to higher personnel costs including local sales commissions related to the 23.2% increase in local advertising revenue.

Administrative and other costs. Administrative and other costs for the quarter ended June 30, 2011 were $8.4 million compared to $7.5 million for the quarter ended July 1, 2010, an increase of 12.0%. The increase is due to increased personnel and consulting costs related to the development of our core advertising, scheduling and distribution systems and additional compensation expense primarily related to a $0.5 million increase in non-cash share-based compensation expense.

Depreciation and amortization. Depreciation and amortization of $4.3 million for the quarter ended June 30, 2011 remained consistent with $4.3 million for the quarter ended July 1, 2010.

Net income. Net income generated for the quarter ended June 30, 2011 was $9.0 million, an increase of 95.7% over the $4.6 million for the quarter ended July 1, 2010. The increase was due primarily to the 15.9% increase in operating income and a $2.5 million decrease in the charge related to the change in derivative fair value offset by an increase in the provision for income taxes and net income attributable to noncontrolling interests. The change in derivative fair value resulted in a pre-tax non-cash charge of $2.0 million for the quarter ended June 30, 2011 compared to a pre-tax non-cash charge of $4.5 million for the quarter ended July 1, 2010, due to the change in the fair value of an interest rate hedge associated with our senior secured credit facility from decreases in market interest rates. The increase in the provision for income taxes of $2.7 million to $5.4 million for the second quarter of 2011 is due primarily to higher taxable income. Noncontrolling interest expense increased $2.0 million to $19.3 million for the quarter ended June 30, 2011 due to higher NCM LLC net income.

Six Months Ended June 30, 2011 and July 1, 2010

Revenue. Total revenue of the Company for the six months ended June 30, 2011 was $184.8 million compared to $183.7 million for the six months ended July 1, 2010. This 0.6% increase for the 2011 period over the 2010 period was the result of an increase of $1.4 million, or 5.4%, in Fathom Events revenues, offset by a small decrease of 0.1%, in advertising revenue relating to lower first quarter 2011 revenue.

National advertising revenues of $124.9 million (including $18.9 million of beverage revenue) for the six months ended June 30, 2011 decreased 3.4% from $129.3 million (including $18.8 million of beverage revenue) for the 2010 period. National advertising revenue (excluding beverage revenue) for the six months ended June 30, 2011 decreased 4.1% to $106.0 million compared to $110.5 million for the six months ended July 1, 2010. This decrease was primarily due to the first quarter of 2010 having included a significant advertising contract from one client in the military category that was not repeated in the first quarter of 2011. Content partner commitment spending for the six months ended June 30, 2011 increased $3.0 million as compared to 2010. The decrease in national inventory utilization (excluding beverage revenue) to 82.8% for the six months ended June 30, 2011 from 85.4% for the six months ended July 1, 2010 was due to the decrease in national advertising revenue during the first half of 2011 as compared to the first half of 2010, offset by a 5.6% decrease in theatre attendance compared to the prior year period. The lower national inventory utilization related to the impact of the decrease in military spending, partially offset by continued expansion of our overall client base and a favorable TV advertising scatter market that contributed to a 4.0% increase in national advertising CPMs (excluding beverage revenue). The 0.5% decrease in payments from the founding members for their beverage concessionaire agreements was due primarily to a 4.7% decrease in founding member attendance due to a weaker box office during the first quarter of 2011, offset by the impact of the annual contractual 6% beverage revenue CPM increase.

Local advertising revenue increased $4.2 million or 14.7% to $32.8 million for the six months ended June 30, 2011 compared to $28.6 million for the six months ended July 1, 2010. This increase was primarily due to the expansion of our network and an increase in the number of larger regional contracts as well as regional spending by nationally recognized clients. Local revenue per theatre attendee for the six months ended June 30, 2011 increased 22.2% to $0.11 per attendee compared to $0.09 for the six months ended July 1, 2010 due to the increased sales revenue combined with a decrease in theatre attendance within our network of 12.0% compared to the comparable period in 2010.

Total advertising revenue per attendee (including beverage revenue) for the six months ended June 30, 2011 increased 6.3% to $0.51 per attendee, from $0.48 per attendee for the six months ended July 1, 2010. The increase in the advertising revenue per attendee was primarily due to the increase in local advertising revenue and the impact of the overall 5.6% decrease in attendance across our network.

Fathom Events revenue increased $1.4 million, or 5.4%, to $27.1 million for the six months ended June 30, 2011 compared to the 2010 period due to a 14.3% increase in Fathom Consumer revenue. This increase related to the diversification of programming categories and an increase in the number of events in the first half of 2011 versus 2010. The Fathom Business division revenue decreased slightly compared to 2010 as the division continues to be negatively impacted by the slow economic recovery. The total number of Fathom event sites utilized during the current six month period increased 42.0% compared to the same period of 2010, primarily due to a 53.5% increase in the number of Fathom Consumer events held and the expansion of the Fathom Events network.

Operating expenses. Total operating expenses for the six months ended June 30, 2011 were $119.6 million compared to $114.0 million for the 2010 period through July 1, 2010. The 4.9% increase for the six months ended June 30, 2011 compared to the same period of 2010 was the result of the impact of increases in local advertising and Fathom revenues and non-cash share-based compensation expenses.

Advertising operating costs. Advertising operations costs of $9.4 million for the six months ended June 30, 2011 decreased 7.8% compared to $10.2 million for the 2010 period. This decrease was primarily the result of a decrease in costs associated with non-digital delivery of our preshow due to the 7.3% increase in digital screens.

Fathom Events operating costs. Fathom Events operating costs of $18.3 million for the six months ended June 30, 2011 increased 7.0% compared to $17.1 million during the 2010 period. The increase was the result of additional payments to content producers and revenue share to our founding members and affiliates directly related to the increased revenue generated by the Fathom Consumer division.

Network costs. Network costs of $9.7 million for the six months ended June 30, 2011 were consistent with the $9.7 million for the six months ended July 1, 2010 due to lower maintenance costs related to the transition to digital cinema projectors offset by costs associated with aging network equipment in theatres that have yet to install the new higher quality digital cinema equipment.

Theatre access fees. Theatre access fees were $26.9 million for the six months ended June 30, 2011 compared to $26.3 million for the comparable 2010 period. The 2.3% increase for the first six months of 2011 versus the first six months of 2010 was the result of the annual 5% increase per digital screen and additional costs associated with our access to the higher quality digital cinema equipment, offset by a 4.7% decrease in founding member attendance.

Selling and marketing costs. Selling and marketing costs increased to $29.5 million for the six months ended June 30, 2011 compared to $27.2 million for the six months ended July 1, 2010, an increase of 8.5%. This increase was primarily due to higher personnel costs including increased sales commissions for our regional and Fathom Consumer business, as well as an $0.8 million increase in non-cash share-based compensation expense.

Administrative and other costs. Administrative and other costs for the six months ended June 30, 2011 were $16.9 million compared to $15.2 million for the 2010 period. The 11.2% increase in the six month period ended June 30, 2011 as compared to the six month period ended July 1, 2010 is primarily due to increased personnel costs of $2.2 million which included additional personnel associated with the growth of our business and a $1.6 million increase in non-cash share-based compensation, offset by lower professional services.

Depreciation and amortization. Depreciation and amortization expense increased $0.6 million to $8.9 million for the first six months of 2011 compared to $8.3 million for the same period in 2010 as a result of increased amortization expense recognized on additional intangible assets recorded related to the annual and special Common Unit Adjustment. We expect full year 2011 depreciation and amortization to increase over 2010 due to the increases in amortization of the intangible assets that were recorded during 2011.

Net income. Net income generated for the six months ended June 30, 2011 increased 37.9% to $8.0 million compared to net income for the six months ended July 1, 2010 of $5.8 million. The increase was due primarily to a $5.4 million decrease in the charge related to the change in derivative fair value and a $2.9 million decrease in the net income attributable to noncontrolling interests, offset by a $4.5 million decrease in operating income. The change in derivative fair value resulted in a pre-tax non-cash charge of $0.8 million for the six months ended June 30, 2011 compared to a pre-tax non-cash charge of $6.2 million for the six months ended July 1, 2010, due to the change in the fair value of an interest rate hedge associated with our senior secured credit facility from decreases in market interest rates. The increase of $1.1 million to $4.7 million for the six months ended June 30, 2011 in the provision for income taxes is due primarily to higher pretax income. Noncontrolling interest expense decreased $2.9 million for the six months ended June 30, 2011 due to the impact of the redemption of common membership units during the second quarter of 2010 impacting the allocation of overall higher net income to NCM, LLC (see Note 6 to the unaudited condensed consolidated financial statements included elsewhere in this document).

Known Trends and Uncertainties

The current macro-economic environment, and continued late breaking national television scatter advertising market in general, present uncertainties that could impact our results of operations, including the timing and amount of spending from our advertising clients and collections of accounts receivable. However, the impact to our business associated with these issues is mitigated somewhat due to factors including the growth in our advertising client base, the effectiveness of cinema advertising relative to other advertising mediums, and the effectiveness and increasing scale of our national network and the related increase in salable advertising impressions and Fathom live broadcast locations. During the third and fourth quarter of 2010, we added several new affiliate theatres to our national network including: Metropolitan Theatres Corporation, Great Escape Theatres and RC Theatres. In the first half of 2011 we have added Consolidated Theatres acquired by Regal in 2008, as well as several new affiliates including Rave Cinemas, LLC and Showplex Cinemas, Inc. During the third quarter of 2011 we will add Digital Cinema Destinations, Corp., VSS Southern Theatres and Coming Attractions. In total, these contracted new founding member and affiliate theatres that have joined or will join our network, are expected to add nearly 47 million new attendees on a full-year pro-forma basis, which we expect may result in up to 650 million new salable national advertising impressions. Our sales force either has integrated or will integrate these additional impressions into the advertising sales process during the remainder of 2011 and we expect that these attendees will then be additive to our revenue, operating income and cash flow. We are discussing network affiliate relationships with other theatre circuits that could be added during the remainder of 2011 or thereafter. We believe that the continued growth of our network will continue to strengthen our selling proposition and competitive positioning versus other national advertising platforms.

Under the ESAs, up to 90 seconds of the *FirstLook* program can be sold to our founding members to satisfy their on-screen advertising commitments under their beverage concessionaire agreements. During 2011 and in 2010, we sold 60 seconds to our founding members. We expect to continue to sell 60 seconds of time to the founding members in the remainder of 2011 and for the foreseeable future.

We remain involved in discussions with the founding member circuits to explore a restructuring of the Fathom Events business relationship. The discussions are on-going and we do not know how the existing relationship might be changed or if it will be changed. Any change to the Fathom Events business relationship with the founding members would likely have to be approved by a special independent committee of NCM, Inc's board, nine of NCM Inc's ten director and a majority of all independent directors.

In July 2011 we amended our credit facility agreement and completed a private placement of $200 million in aggregate principal amount of 7.875% Senior Notes due in 2021. A portion of the proceeds were used to prepay $175 million of unhedged outstanding term loan borrowings under our senior secured credit facility. In conjunction with this bond placement we also restructured our existing revolving credit agreement by expanding the availability from $80 million to $119 million and extending the term from February 13, 2013 to December 31, 2014. As a result of these transactions, we have significantly extended the maturities of our debt structure as well as increased our liquidity. Due to the higher interest rate on the bonds versus our senior secured credit facility term loan, we expect our interest expense on borrowings to increase by $5.8 million for second half of 2011 compared to the second half of 2010.

Financial Condition and Liquidity

Liquidity and Capital Resources

As of June 30, 2011, our cash, cash equivalents and short-term investments balance was $64.4 million, a decrease of $18.5 million compared to the balance of $82.9 million as of December 30, 2010. Compared to the balance at July 1, 2010 of $55.9 million, the balance at June 30, 2011 increased $8.5 million. At June 30, 2011, we had an additional $45.0 million of borrowing availability on our revolving credit facility for total liquidity availability of $109.4 million compared to $112.9 million at December 30, 2010. At July 1, 2010, our total liquidity availability was $83.9 million. Our cash balances will fluctuate due to the seasonality of our business and related timing of collections of accounts receivable balances and operating expenditure payments, as well as available cash payments (as defined) to NCM LLC's founding members, interest payments on our term loan and principal payments on debt, income tax payments, tax sharing payments to our founding members and quarterly dividends to NCM, Inc's common shareholders. Our net debt balances (debt balance net of cash, cash equivalents and short-term investments balance) decreased $25.5 million compared to the balance at July 1, 2010.

We have generated and used cash as follows (in millions):

	Six Months Ended June 30, 2011	Six Months Ended July 1, 2010
Operating cash flow	$ 52.2	$ 36.4
Investing cash flow	$ (6.1)	$ (6.3)
Financing cash flow	$ (64.0)	$ (67.4)

- ***Operating Activities.*** The increase in cash provided by operating activities for the six months ended June 30, 2011 versus the six months ended July 1, 2010 was primarily due to the increase in operating income, the timing of normal operating expenses, as well as the timing of the collection of accounts receivable balances offset by the timing of payments for income taxes and taxes due under the tax sharing agreement.
- ***Investing Activities.*** The cash used for investing cash flows for the six months ended June 30, 2011 decreased slightly compared to the level of investing cash flow for the six months ended July 1, 2010. The decrease is a combination of the level of capital expenditures, which are offset by the proceeds from the sale of fixed assets, and the use of cash to purchase short term investments consistent with our investment policy.
- ***Financing Activities.*** The change in financing cash flows for the six months ended June 30, 2011 versus the six months ended July 1, 2010 was primarily due to an increase in our quarterly dividend offset by a decrease in net repayments on our revolving credit agreement in 2011 as compared to 2010.

Sources of capital and capital requirements. NCM, Inc.'s primary source of liquidity and capital resources are available cash distributions from NCM LLC. NCM LLC's primary sources of liquidity and capital resources are its operating activities and availability under its senior secured revolving credit facility. Refer to Note 11 to the unaudited condensed consolidated financial statements included elsewhere in this document and "–Known Trends and Uncertainties" above for a detailed discussion of the debt transactions in the third quarter of 2011.

Management believes that future funds generated from NCM LLC's operations and cash on hand should be sufficient to fund working capital requirements, NCM LLC's debt service requirements, and capital expenditure and other investing requirements, through the next 12 months. Cash flows generated by NCM LLC's distributions to NCM, Inc. and the founding members can be impacted by the seasonality experienced in advertising revenues, changes in interest on borrowings and to a lesser extent theatre attendance. NCM LLC is required pursuant to the terms of its operating agreement to distribute its available cash, as defined in the operating agreement, to its members (the founding members and NCM, Inc.). The available cash distribution to the members of NCM LLC for the six months ended June 30, 2011 was $54.3 million, of which $26.4 million was distributed to NCM, Inc. NCM, Inc. will use cash received from the available cash distributions to fund income taxes, payments associated with the tax sharing agreement with the founding members and current and future dividends as declared by the board of directors, including a dividend declared in July 2011 of $0.22 per share (approximately $12 million) which will be paid on September 1, 2011. Distributions from NCM LLC and NCM, Inc. cash balances should be sufficient to fund NCM, Inc.'s tax sharing payments to the founding member circuits, income taxes and its regular dividend for the foreseeable future at the discretion of the board of directors dependent on anticipated cash needs, overall financial condition, future prospects for earnings, available cash and cash flows as well as other relevant factors.

Critical Accounting Policies

For a discussion of accounting policies that we consider critical to our business operations and understanding of our results of operations, and that affect the more significant judgments and estimates used in the preparation of our unaudited condensed consolidated financial statements, see Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations – Critical Accounting Policies" contained in our annual report on Form 10-K filed for the fiscal year ended December 30, 2010 and incorporated by reference herein. As of June 30, 2011, there were no significant changes in those critical accounting estimates.

Recent Accounting Pronouncements

For a discussion of the recent accounting pronouncements relevant to our business operations, see the information provided under Note 1 to the unaudited condensed consolidated financial statements included elsewhere in this document.

Related-Party Transactions

For a discussion of the related-party transactions, see the information provided under Note 4 to the unaudited condensed consolidated financial statements included elsewhere in this document.

Off-Balance Sheet Arrangements

Our operating lease obligations, which primarily include office leases, are not reflected on our balance sheet. See Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations – Contractual and Other Obligations" contained in our annual report on Form 10-K for the fiscal year ended December 30, 2010 and incorporated by reference herein. We do not believe these arrangements are material to our current or future financial condition, results of operations, liquidity, capital resources or capital expenditures.

Contractual and Other Obligations

There were no material changes to our contractual obligations as of June 30, 2011, however in July 2011 we completed a restructuring of our indebtedness. Refer to Note 11 to the unaudited condensed consolidated financial statements included elsewhere in this document and "–Known Trends and Uncertainties" above for a detailed discussion of the debt transactions in the third quarter of 2011.

Seasonality

Our revenue and operating results are seasonal in nature, coinciding with the timing of marketing expenditures by our advertising clients and to a lesser extent the attendance patterns within the film exhibition industry. Advertising expenditures and theatre attendance tend to be higher during the second, third, and fourth fiscal quarters and are correlated to theatre attendance levels and new product releases and advertising client marketing priorities and cycles. The actual quarterly results for each quarter could differ materially depending on these factors or other risks and uncertainties. Based on our historical experience, our first quarter typically has less revenue than the other quarters of a given year due primarily to lower advertising client demand and lower theatre industry attendance levels. Accordingly, there can be no assurances that seasonal variations will not materially affect our results of operations in the future. The following table reflects the quarterly percentage of total revenue for the fiscal years ended 2009 and 2010.

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
FY 2009	19.3%	24.4%	25.1%	31.2%
FY 2010	19.8%	23.2%	29.4%	27.6%

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The primary market risk to which we are exposed is interest rate risk. We have entered into variable-to-fixed interest rate swap arrangements economically hedging $550.0 million of the $725.0 million term loan outstanding at June 30, 2011 at a fixed interest rate of 6.484%. For a discussion of market risks, see Item 7A. "Quantitative and Qualitative Disclosures About Market Risk" contained in our annual report on Form 10-K for the fiscal year ended December 30, 2010 and incorporated by reference herein. At June 30, 2011, the current interest rates on that debt are lower than those implicit in the hedge, thus a 100 basis point fluctuation in market interest rates would have the effect of increasing or decreasing our cash interest expense by approximately $2.1 million for an annual period on a total of $210.0 million of unhedged debt (which includes $35.0 million outstanding on our revolver). Because each of our interest rate swaps was in a liability position at June 30, 2011, we are not currently exposed to counterparty risk related to the swaps. Due to the debt restructuring, beginning in the third quarter of 2011 we will be exposed to only the interest rate risk on the outstanding revolver balance as the remaining term loan of $550.0 million is subject to the interest rate swap arrangements described above and the $200.0 million in aggregate principal amount of 7.875% senior notes due in 2021 will be at a fixed rate. Refer to Note 11 to the unaudited condensed consolidated financial statements included elsewhere in this document and "–Known Trends and Uncertainties" above for a detailed discussion of the debt transactions in the third quarter of 2011.

Item 4. Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed by us in the reports that we file or submit to the SEC under the Exchange Act, as amended, is recorded, processed, summarized and reported within the time periods specified by the Commission's rules and forms, and that information is accumulated and communicated to our management, including the Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial and accounting officer) as appropriate to allow timely decisions regarding required disclosure. As of June 30, 2011, our management evaluated, with the participation of the Chief Executive Officer and Chief Financial Officer, the effectiveness of the Company's disclosure controls and procedures pursuant to Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Based on that evaluation, the Company's management concluded that the Company's disclosure controls and procedures as of June 30, 2011 were effective.

There have been no changes in the Company's internal controls over financial reporting that occurred during the quarter ended June 30, 2011 that have materially affected, or are reasonably likely to materially affect, the Company's internal controls over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

We are sometimes involved in legal proceedings arising in the ordinary course of business. We are not aware of any litigation currently pending that would have a material adverse effect on our operating results or financial condition.

Item 1A. Risk Factors

There have been no material changes from risk factors as previously disclosed in our annual report on Form 10-K filed with the SEC on February 25, 2011 for the fiscal year ended December 30, 2010.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Securities

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid Per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Maximum Number (or Approximate Dollar Value) of Shares that may yet be Purchased under the Plans or Programs
April 1, 2011 through April 28, 2011	—	—	—	N/A
April 29, 2011 through May 26, 2011	—	—	—	N/A
May 27, 2011 through June 30, 2011 (1)	567	$17.71	—	N/A

(1) Represents shares delivered to the Company from restricted stock held by Company employees upon vesting for purpose of funding the recipient's tax withholding obligations.

Item 3. Defaults Upon Senior Securities

None

Item 4. Removed and Reserved

Item 5. Other Information

None

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Item 6. **Exhibits**

Exhibit	Reference	Description
3.1	(1)	Amended and Restated Certificate of Incorporation.
3.2	(2)	Amended and Restated Bylaws.
10.1	(3)	Common Unit Adjustment Agreement dated as of February 13, 2007, by and among National CineMedia, Inc., National CineMedia, LLC, Regal CineMedia Holdings, LLC, American Multi-Cinema, Inc., Cinemark Media, Inc, Regal Cinemas, Inc. and Cinemark USA, Inc. (Confidential treatment granted as to certain portions, which portions were omitted and filed separately with the Commission.)
10.2	(4)	National CineMedia, Inc. 2011 Performance Bonus Plan
10.3	(5)	National CineMedia, Inc. 2007 Equity Incentive Plan, as amended
10.4	*	Second Amendment to Credit Agreement dated June 20, 2011, by and among National CineMedia, LLC, Barclays Bank PLC, as administrative agent and the Lenders party thereto
31.1	*	Rule 13a-14(a) Certification of Chief Executive Officer.
31.2	*	Rule 13a-14(a) Certification of Chief Financial Officer.
32.1	**	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350.
32.2	**	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350.
101	***	The following materials from the Quarterly Report on Form 10-Q of National CineMedia, Inc. for the quarter ended June 30, 2011, formatted in XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Operations, (iii) the Condensed Consolidated Statement of Cash Flows, (iv) the Condensed Consolidated Statements of Equity/(Deficit) and Comprehensive Income, and (v) the Notes to Condensed Consolidated Financial Statements, tagged as blocks of text

* Filed herewith.

** Furnished herewith.

*** Pursuant to Rule 406T of Regulation S-T, the Interactive Data Files on Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

(1) Incorporated by reference to NCM, Inc's Form 10-Q (File No. 001-33296) filed on May 10, 2011.
(2) Incorporated by reference to Exhibit 4.2 from the Registrant's Registration Statement on Form S-8 (File No. 333-140652) filed on February 13, 2007.
(3) Incorporated by reference to Exhibit 10.6 to NCM, Inc.'s Current Report on Form 8-K (File No. 001-33296) filed on February 16, 2007.
(4) Incorporated by reference to Exhibit 10.1 from NCM Inc.'s Current Report on Form 8-K (File No. 001-33296) filed on May 2, 2011.
(5) Incorporated by reference to Exhibit 10.2 from NCM Inc.'s Current Report on Form 8-K (File No. 001-33296) filed on May 2, 2011.

SIGNATURES

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

NATIONAL CINEMEDIA, INC.

(Registrant)

Date: August 4, 2011	/s/ Kurt C. Hall Kurt C. Hall *President and Chief Executive Officer* *(Principal Executive Officer)*
Date: August 4, 2011	/s/ Gary W. Ferrera Gary W. Ferrera *Executive Vice President and Chief Financial Officer* *(Principal Accounting and Financial Officer)*

Exhibit 10.4

AMENDMENT NO. 2 TO THE CREDIT AGREEMENT

AMENDMENT NO. 2 TO THE CREDIT AGREEMENT (this "Amendment"), dated as of June 20, 2011 among National CineMedia, LLC, a Delaware limited liability company (the "Borrower"), the several banks and other financial institutions or entities from time to time parties to this Amendment, Barclays Bank PLC (as successor to Lehman Commercial Paper Inc.), as administrative agent (in such capacity, the "Administrative Agent") and the other parties listed on the signature pages hereto. Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Credit Agreement (as defined below).

PRELIMINARY STATEMENTS:

(1) The Borrower, the Administrative Agent and the Lenders are party to the Credit Agreement dated as of February 13, 2007 (as the same may have been amended, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement").

(2) The Borrower, the Administrative Agent, the Required Lenders, the Revolving Credit Lenders and Lehman Commercial Paper, Inc. ("Lehman") are party to the Amendment, Resignation, Waiver, Consent and Appointment Agreement entered into as of March 31, 2010, whereby, amongst other things, the Revolving Credit Commitments of Lehman were reduced to zero ($0.00) and the outstanding principal amount of Revolving Credit Loans held by Lehman at such time (the "Lehman Revolving Credit Loans") were to be paid on the Final Revolving Termination Date (as defined therein).

(3) The Borrower and each party to this Amendment designated as a "Replacement Revolving Credit Lender" on its signature page hereto (each, a "Replacement Revolving Credit Lender") wish to establish new Replacement Revolving Credit Commitments (as defined below) on the terms set forth herein to replace in full the Revolving Credit Commitments under the Credit Agreement.

(4) The Borrower and the Required Lenders party hereto have agreed to amend the Credit Agreement to effect the changes described above and other changes as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto hereby agree as follows:

SECTION 1. Replacement Revolving Credit Facility.

Subject to the satisfaction of the conditions set forth in Section 3 of this Amendment, there is hereby established, effective as of the Amendment No. 2 Effective Date (as defined below), replacement Revolving Credit Commitments under the Credit Agreement (the "Replacement Revolving Credit Commitments") and the loans extended thereunder, together with the Lehman Revolving Credit Loans (the "Replacement Revolving Credit Loans"). The amount of the Replacement Revolving Credit Commitments or Replacement Revolving Credit Loans of each Replacement Revolving Credit Lender shall be the amount set forth on Schedule 1 hereto opposite such Replacement Revolving Credit Lender's name.

Subject to the satisfaction of the conditions set forth in Section 3 of this Amendment, the Replacement Revolving Credit Commitments and the Replacement Revolving Credit Loans shall become effective and available (other than the Lehman Revolving Credit Loans) on a fully revolving basis during the period from and including the Amendment No. 2 Effective Date until December 31, 2014 or, if such day is not a Business Day, the next preceding Business Day (the "Replacement Revolving Credit Termination Date"). The Replacement Revolving Credit Commitments and the Replacement Revolving Credit Loans are collectively referred to as the "Replacement Revolving Credit Facility."

Subject to the amendments to the Credit Agreement set forth in Section 2 below, the terms and conditions applicable to the Replacement Revolving Credit Facility, the Replacement Revolving Credit Commitments and the Replacement Revolving Credit Loans shall be identical to the provisions of the Credit Agreement applicable to the Revolving Credit Facility, the Revolving Credit Commitments and Revolving Credit Loans, and, with respect to matters arising following the Amendment No. 2 Effective Date, references in the Credit Agreement and the other Loan Documents to "Revolving Credit Commitment," "Revolving Credit Facility," "Revolving Credit Loan," "Revolving Credit Lender" and "Revolving Credit Termination Date" shall apply to the rights and obligations of the Loan Parties and the Replacement Revolving Credit Lenders under the Replacement Revolving Credit Facility as though such terms referred to the "Replacement Revolving Credit Commitments," the "Replacement Revolving Credit Facility," the "Replacement Revolving Credit Loans," the "Replacement Revolving Credit Lenders" and the "Replacement Revolving Credit Termination Date".

Any Letters of Credit and Swing Line Loans outstanding under the Revolving Credit Facility immediately prior to the Amendment No. 2 Effective Date shall automatically be deemed to be issued and outstanding under the Replacement Revolving Credit Facility from and after the Amendment No. 2 Effective Date.

Any Revolving Credit Loans and participations in Letters of Credit and Swing Line Loans outstanding under the Revolving Credit Facility immediately prior to the Amendment No. 2 Effective Date (excluding the Lehman Revolving Credit Loans) shall be reallocated on such date in accordance with the aggregate Revolving Credit Commitments after giving effect to the Amendment No. 2 Effective Date (the "Amendment No. 2 Effective Date Reallocation"). It is understood and agreed that prior to the earlier of (x) the Replacement Revolving Credit Termination Date or (y) such other date as the Replacement Revolving Credit Commitments shall be terminated in full, no prepayments of Replacement Revolving Credit Loans shall be made in respect of the outstanding Replacement Revolving Credit Loans held by Lehman and that Lehman's ratable share of any such prepayment shall be allocated to the other Replacement Revolving Credit Lenders in accordance with their respective Revolving Credit Percentages.

SECTION 2. Amendments to Credit Agreement. The Credit Agreement is, effective as of the Amendment No. 2 Effective Date (as hereinafter defined) and subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, hereby amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended to add the following new definitions in the appropriate alphabetical position:

""Amendment No. 2": Amendment No. 2 to this Agreement, dated as of June 20, 2011 among the Borrower, the Lenders party thereto and the Administrative Agent.

"Amendment No. 2 Effective Date": the date in which each of the conditions in Section 3 of Amendment No. 2 have been satisfied.

"Permitted Unsecured Indebtedness": as defined in Section 7.2(o)."

(b) The definition of "Available Cash" in the Credit Agreement is hereby amended as follows:

(i) by adding the following words at the end of clause (xiv) thereof:

", minus any Agreed Increase in Available Cash in such period relating to a Specified Capital Expenditure, plus any Agreed Decrease in Available Cash in such period relating to a Specified Capital Expenditure; provided that the aggregate amount of all Agreed Decreases in Available Cash relating to any Specified Capital Expenditure for all fiscal quarters must equal the Agreed Increase in Available Cash relating to such Specified Capital Expenditure prior to the Term Loan Maturity Date"; and

(ii) by deleting the word "and" at the end of clause (B) in the proviso in the first paragraph thereof, replacing the period at the end of clause (C) thereof with the phrase "; and" and inserting the following new clause (D) at the end thereof:

"(D) proceeds of or any payments made with or out of the proceeds of any Indebtedness incurred pursuant to Sections 7.2(k), (n) or (o) shall not be taken in account in determining Available Cash."

(iii) by adding the following at the end of the first paragraph thereof:

For purposes of clause (xiv) of this definition of Available Cash: (a) the term "Agreed Increase in Available Cash" means, with respect to any Specified Capital Expenditure, the amount of the increase in Available Cash in the fiscal quarter in which such Capital Expenditure is made that was agreed to among the Borrower and the members of the Borrower, such amount not to exceed the amount of such Specified Capital Expenditure; (b) the term "Specified Capital Expenditure" means any Capital Expenditure with respect to which (and to the extent that) the Borrower has agreed with the members of the Borrower to an Agreed Increase in Available Cash in the fiscal quarter in which such Capital Expenditure is made and to one or more Agreed Decreases in Available Cash in one or more fiscal quarters during the term of this Agreement; and (c) the term "Agreed Decrease in Available Cash" means, with respect to any Specified Capital Expenditure, the amount of the decrease in Available Cash in any quarter that was agreed to among the Borrower and the members of the Borrower; provided that the aggregate amount of all such Agreed Decreases in Available Cash for any Specified Capital Expenditure shall not exceed the amount of such Specified Capital Expenditure.

(c) The definition of "Commitment Fee Rate" in the Credit Agreement is hereby amended by replacing the percentage "0.375%" with the percentage "0.50%".

(d) The definition of "Consolidated Senior Secured Debt" in the Credit Agreement is hereby amended by inserting the parenthetical "(other than Subordinated Debt and Permitted Unsecured Indebtedness)" in lieu of the parenthetical "(other than Subordinated Debt)" therein.

(e) The definition of "Loan Documents" in the Credit Agreement is hereby amended by inserting the words "Amendment No. 2," after the words "this Agreement".

(f) The definition of "Revolving Credit Commitment" in the Credit Agreement is hereby amended by (i) deleting the phrase "Schedule 1 to the Lender Addendum delivered by such Lender" and substituting therefor the phrase "Schedule 1 to Amendment No. 2" and (ii) deleting the last sentence thereof in its entirety.

(g) The definition of "Revolving Credit Termination Date" in the Credit Agreement is hereby amended by replacing the words "February 13, 2013" with the words "December 31, 2014".

(h) Section 2.25(b) of the Credit Agreement is hereby amended by replacing the amount of "$200,000,000" with the amount of "$161,000,000".

(i) Section 7.2 of the Credit Agreement is hereby amended by deleting the word "and" at the end of clause (m) thereof, replacing the period at the end of clause (n) thereof with the phrase "; and" and inserting the following new clause (o) at the end thereof:

"(o) unsecured Indebtedness of the Borrower ("Permitted Unsecured Indebtedness"); provided that (i) such Permitted Unsecured Indebtedness (A) will not mature prior to the date which is at least six months after the Term Loan Maturity Date and (B) has no scheduled amortization or payments of principal prior to the Term Loan Maturity Date and (ii) (A) both immediately prior to and after giving effect thereto, no Default or Event of Default shall exist or result therefrom and (B) after giving effect to the incurrence or issuance of such Indebtedness on the date thereof, the Consolidated Total Leverage Ratio (calculated using Consolidated Total Debt, other than Subordinated Debt) of the Borrower and its Subsidiaries on such date shall not exceed 5.75 to 1.0."

(j) Section 7.8 of the Credit Agreement is hereby amended by (i) restating clause (t) thereof in its entirety to read as follows:

"(t) in addition to Investments otherwise expressly permitted by Sections 7.8(a) through (s), Investments by the Borrower or any of its Subsidiaries in an aggregate amount (valued at cost) not to exceed $25,000,000 during the term of this Agreement; and"

and (ii) inserting the following new clause (u) at the end thereof:

"(u) in addition to Investments otherwise expressly permitted by this Section, Investments by the Borrower or any of its Subsidiaries made after the Amendment No. 2 Effective Date in an aggregate amount (valued at cost) not to exceed $35,000,000 at any one time outstanding.".

(k) Section 7.6 of the Credit Agreement is hereby amended by deleting the word "and" at the end of clause (i) thereof, replacing the period at the end of clause (j) thereof with the phrase "; and" and inserting the following new clause (k) at the end thereof:

"(k) (x) repurchases of Capital Stock deemed to occur upon the exercise of stock options or the grant, vesting or payment of other equity compensation awards if the Capital Stock represents all or a portion of the exercise price thereof or is to pay related withholding taxes upon exercise of options or upon the grant, vesting or payment of other equity compensation awards (whether such Capital Stock is withheld from the Capital Stock otherwise issuable or is delivered by the holder of the option or other award in satisfaction of any obligation), including, without limitation, repurchases of Capital Stock in connection with equity compensation described in Section 3.5(c) of the Borrower LLC Operating Agreement (as in effect on the Amendment No. 2 Effective Date), and (y) Restricted Payments by the Borrower to allow the payment of cash in lieu of the issuance of fractional Capital Stock upon the exercise of options or warrants, upon the conversion or exchange of Capital Stock of the Borrower or in connection with the common unit adjustment pursuant to Section 4(b) of the Common Unit Adjustment Agreement (as in effect on the Amendment No. 2 Effective Date).".

SECTION 3. Conditions to Effectiveness of Amendment No. 2. This Amendment shall become effective on the date (the "Amendment No. 2 Effective Date") when, and only when, the following conditions shall have been satisfied:

(a) The Administrative Agent shall have received counterparts of this Amendment executed by a Responsible Officer of the Borrower and the requisite Lenders constituting Required Lenders or, as to any of the Lenders, written evidence reasonably satisfactory to the Administrative Agent that such Lender has executed this Amendment.

(b) The Agents shall have received evidence that all fees and expenses of the Agents for which invoices have been presented (including the reasonable fees and expenses of counsel to the Administrative Agent) shall have been paid.

(c) The Administrative Agent shall have received the results of a recent lien search in each of the jurisdictions where the Loan Parties are organized, and such search shall reveal no liens on any of the assets of the Loan Party, except for Liens permitted by Section 7.3 of the Credit Agreement.

(d) Each document (including, without limitation, any Uniform Commercial Code financing statement) required by the Security Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 7.3 of the Credit Agreement), shall have been filed, registered or recorded or shall have been delivered to the Administrative Agent in proper form for filing, registration or recordation.

(e) The Administrative Agent shall have received the executed legal opinion of Holme Roberts & Owen LLP, counsel to the Borrower, substantially in the form as delivered on the Closing Date. Such legal opinion shall cover such other matters incident to the transactions contemplated by this Amendment as the Administrative Agent may reasonably require and shall be addressed to the Administrative Agent and the Lenders.

(f) The Administrative Agent shall have received a solvency certificate from the chief financial officer of the Borrower substantially in the form delivered on the Closing Date.

(g) The Administrative shall have received a certificate of the Borrower dated as of the Amendment No. 2 Effective Date signed by a Responsible Officer of the Borrower, certifying on behalf of the Borrower that, (i) the representations and warranties of the Borrower contained in Section 4 of the Credit Agreement and in any other Loan Document, are true and correct in all material respects as if made on and as of the Amendment No. 2 Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct in all material respects as of such earlier date; provided that each reference to the Credit Agreement therein shall be deemed to be a reference to the Credit Agreement after giving effect to this Amendment and (ii) after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

(h) The Administrative Agent shall have received (i) a copy of the certificate or articles of incorporation or organization, including all amendments thereto, of each Loan Party, certified, if applicable, as of a recent date by the Secretary of State of the state of its organization, and a certificate as to the good standing (where relevant) of each Loan Party as of a recent date, from such Secretary of State or similar Governmental Authority and (ii) a certificate of a Responsible Officer of each Loan Party dated the Amendment No. 2 Effective Date and certifying (A) that attached thereto is a true and complete copy of the by-laws or operating (or limited liability company) agreement of such Loan Party as in effect on the Amendment No. 2 Effective Date, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the manager (or equivalent governing body) of such Loan Party authorizing the execution, delivery and performance of the Loan Documents to which such Person is a party and, in the case of the Borrower, the borrowings under the Credit Agreement, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate or articles of incorporation or organization of such Loan Party have not been amended since the date of the last amendment thereto shown on the certificate of good standing furnished pursuant to clause (i) above, and (D) as to the incumbency and specimen signature of each officer executing any Loan Document on behalf of such Loan Party and countersigned by another officer as to the incumbency and specimen signature of the Responsible Officer executing the certificate pursuant to clause (ii) above.

(i) Each Replacement Revolving Credit Lender shall have received, if requested at least two Business Days in advance of the Amendment No. 2 Effective Date, a Revolving Credit Note payable to the order of such Replacement Revolving Credit Lender duly executed by the Borrower in substantially the form of Exhibit F-2 to the Credit Agreement, as applicable, in each case as modified by this Amendment.

(j) Each Lender that executes a counterpart to this Amendment as a “Consenting Lender” or an “Extending and Consenting Lender” on or before 3:00 p.m., New York City time, on June 15, 2011 shall have been paid an amendment fee in an amount equal to 0.25% of the sum of such Lender’s Revolving Credit Commitment and outstanding Term Loans as of such date.

(k) Each Revolving Credit Lender that executes a counterpart to this Amendment as an “Extending and Consenting Lender” on or before 3:00 p.m., New York City time, on June 15, 2011 shall have been paid an additional extension fee in an amount equal to 0.75% of such Lender’s Revolving Credit Commitment that is being replaced by Replacement Revolving Credit Commitments as of such date.

(l) The Borrower shall have issued senior unsecured notes on or prior to July 27, 2011 (the “Senior Unsecured Notes”), and a portion of the proceeds of such Senior Unsecured Notes shall be used to prepay the Term Loans, on a pro rata basis, in an aggregate principal amount of not less than $175,000,000.

SECTION 4. Representations and Warranties. The Borrower represents and warrants to the Administrative Agent and the Lenders that:

(a) Each of the Borrower and each of its Subsidiaries (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and (ii) has all requisite limited liability company or other organizational power and authority, and the legal right, to execute and deliver this Amendment and perform its obligations under this Amendment and the Loan Documents to which it is a party.

(b) The execution and delivery by the Borrower of this Amendment and the performance under this Amendment and the Loan Documents, (i) are within the Borrower’s power, (ii) have been duly authorized by all necessary organizational action, (iii) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect and (iv) will not conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.3 of the Credit Agreement), or require any payment to be made under any Contractual Obligation to which the Borrower is a party or affecting the Borrower or the Properties of the Borrower.

(c) No consent, authorization, filing, notice or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required on or in respect of any Loan Party in connection with the execution, delivery or performance by, or enforcement against, the Borrower of this Amendment except those consents, authorizations, filings, notices or other actions, the failure of which to obtain or make, would not reasonably be expected to have a Material Adverse Effect.

(d) This Amendment has been duly executed and delivered by the Borrower. This Amendment constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

SECTION 5. Waivers. Each Lender that executes a counterpart to this Amendment as a "Consenting Lender" or as an "Extending and Consenting Lender" hereby waives (i) the applicability of the provisions of Section 2.21 of the Credit Agreement with respect to any prepayment of Term Loans or Revolving Credit Loans resulting from the issuance of the Senior Unsecured Notes as contemplated by Section 3(l) hereof and (ii) any breach of or in connection with Section 7.6 of the Credit Agreement resulting from any repurchase of Capital Stock of the Borrower of the type described in Section 7.6(k)(x) of the Credit Agreement (as amended hereby) that has occurred or has been deemed to have occurred prior to the Amendment No. 2 Effective Date. Each Lender that executes a counterpart to this Amendment as an "Extending and Consenting Lender" hereby agrees the applicability of the provisions of Section 2.21 of the Credit Agreement shall be waived with respect to the Amendment No. 2 Effective Date Reallocation.

SECTION 6. Reference to and Effect on the Credit Agreement and the Loan Documents. (a) On and after the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the Notes and each of the other Loan Documents to "the 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 by this Amendment.

(b) The Credit Agreement, as specifically amended by this Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Security Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of the Loan Parties under the Loan Documents, in each case as amended by this Amendment.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

(d) The Borrower hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents (as amended hereby) to which it is a party and (ii) ratifies and reaffirms each grant of a lien on, or security interest in, its property made pursuant to the Loan Documents (including, without limitation, the grant of security made by the Borrower pursuant to the Guarantee and Collateral Agreement) and confirms that such liens and security interests continue to secure the Obligations under the Loan Documents, subject to the terms thereof.

SECTION 7. Costs and Expenses The Borrower agrees to pay all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution, delivery and administration of this Amendment and the other instruments and documents to be delivered hereunder (including, without limitation, the reasonable fees and expenses of counsel for the Administrative Agent) in accordance with the terms of Section 10.5 of the Credit Agreement.

SECTION 8. Execution in Counterparts. This Amendment 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 but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier or other electronic delivery (e.g., "pdf") shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 9. Governing Law. This Amendment shall be governed by, and construed in accordance with, the law of the State of New York.

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BARCLAYS BANK PLC,
as Administrative Agent

/s/ Craig J. Malloy

Name: Craig J. Malloy
Title: Director

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written,

NATIONAL CINEMEDIA, LLC, as Borrower

By: National CineMedia, Inc., a Delaware corporation, its Manager

/s/ Gary W. Ferrera

Name: Garry W. Ferrera
Title: EVP & CFO

EXTENDING AND CONSENTING LENDERS:

Barclays Bank PLC,
as an Extending and Consenting Lender and Replacement Revolving Credit Lender

/s/ Craig J. Malloy
Name: Craig J. Malloy
Title: Director

Amount of Replacement Revolving Credit Commitments:

$20,000,000

EXTENDING AND CONSENTING LENDERS;

JPMorgan Chase Bank, N.A., as an Extending and Consenting Lender and Replacement Revolving Credit Lender

/s/ John G. Kowalczuk
Name: John G. Kowalczuk
Title: Executive Director

Amount of Replacement Revolving Credit Commitments:

$25,000,000

EXTENDING AND CONSENTING LENDERS:

Lehman Commercial Paper Inc.

[please print or type name of institution], as an Extending and Consenting Lender and Replacement Revolving Credit Lender

By: /s/ Scott Goldsmith
Name: Scott Goldsmith
Title: Authorized Signatory

Amount of Replacement Revolving Credit Commitments:

$14,000,000

EXTENDING AND CONSENTING LENDERS

Credit Suisse AG, Cayman Islands Branch, as an Extending and Consenting Lender and Replacement Revolving Credit Lender

By: /s/ Bill O'Daly
Name: Bill O'Daly
Title: DIRECTOR

By: /s/ Kevin Buddhdew
Name: Kevin Buddhdew
Title: Associate

Amount of Replacement Revolving Credit Commitments:

$20,000,000.00

EXTENDING AND CONSENTING LENDERS:

MORGAN STANLEY SENIOR FUNDING, INC., as an Extending and Consenting Lender and Replacement Revolving Credit Lender

By: /s/ Sherrese Clarke
Name: Sherrese Clarke
Title: Vice President

Amount of Replacement Revolving Credit Commitments:

$20,000,000

REPLACEMENT REVOLVING CREDIT LENDER:

By: /s/ Kevin Smith
Name: Kevin Smith
Title: Authorized Signatory

By: /s/ Katherine Mogg
Name: Katherine Mogg
Title: Authorized Signatory

Amount of Replacement Revolving Credit Commitments:

$20.0MM

CONSENTING LENDERS:

Eaton Vance CDO VIII, Ltd.

[please print or type name of institution], as a Consenting Leader

By: /s/ Michael B Botthof
Name Michael B Botthof
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Eaton Vance CDO X, PLC

By: Eaton Vance Management As Investment Advisor.

[please print or type name of institution], as a Consenting Leader

By: /s/ Michael B. Botthof
Name: Michael B Botthof
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Eaton Vance CDO IX, Ltd

By: Eaton Vance Management As Investment Advisor.

[please print or type name of institution], as a Consenting Leader

By: /s/ Michael B. Botthof
Name: Michael B Botthof
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Eaton Vance Senior

Floating-Rate Trust

By: Eaton Vance Management As Investment Advisor.

[please print or type name of institution], as a Consenting Leader

By: /s/ Michael B. Botthof
Name: Michael B Botthof
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS: ,[1]

Eaton Vance Floating-Rate Income Trust

By: Eaton Vance Management As Investment Advisor.

[please print or type name of institution],
as a Consenting Leader

By: /s/ Michael B. Botthof
Name: Michael B Botthof
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Eaton Vance Medallion Floating-Rate Income Portfolio

By: Eaton Vance Management As Investment Advisor.

[please print or type name of institution],
as a Consenting Leader

By: /s/ Michael B. Botthof
Name: Michael B Botthof
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:
Eaton Vance Senior Income Trust

By: Eaton Vance Management

As Investment Advisor

[please print or type name of institution],
as a Consenting Lender

By: /s/ Michael B. Botthof
Name: Michael B Botthof
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS;[1]

Eaton Vance Short Duration Diversified Income Fund By: Eaton Vance Management As Investment Advisor

[please print or type name of institution],
as a Consenting Lender

By: /s/ Michael B. Botthof
Name: Michael B Botthof
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Eaton Institutional Senior Loan Fund

By: Eaton Vance Management

As Investment Advisor

[please print or type name of institution],
as a Consenting Lender

By: /s/ Michael B. Botthof
Name: Michael B Botthof
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

EATON VANCE
Limited Duration Income Fund
By: Eaton Vance Management
As Investment Advisor

[please print or type name of institution],
as a Consenting Lender

By: /s/ Michael B. Botthof
Name: Michael B Botthof
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

GRAYSON & Co
By**:** Boston Management and Research
As Investment Advisory

[please print or type name of institution], as a Consenting Lender

By: /s/ Michael B. Botthof
Name: Michael B Botthof
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Met Investors Series Trust Met/Eaton Vance Floating Rate Portfolio by Eaton Vance Management As Investment Sub-Advisor

[please print or type name of institution],
as a Consenting Lender

By: /s/ Michael B. Botthof
Name: Michael B Botthof
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Riversource Variable Series Trust-Variable Portfolio
Eaton Vance Floating Rate Income Fund
By: Eaton Vance Management As Investment Advisory

[please print or type name of institution], as a Consenting Lender

By: /s/ Michael B. Botthof
Name: Michael B Botthof
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

SENIOR DEBTTPORTFOLIO
By: Boston Management and Research
as Investment Advisor
[please print or type name of institution], as a Consenting Lender

By: /s/ Michael B. Botthof
Name: Michael B Botthof
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Citibank, N.A.,
as a Consenting Lender

By:	/s/ Scott R. Evan
Name:	Scott R. Evan
Title:	Attorney-in-Fact

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

LATITUDE CLO I, LTD,

as a Consenting Lender

By: /s/ Kirk Wallace

Name: Kirk Wallace

Title: Senior Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

LATITUDE CLO II, LTD,

as a Consenting Lender

By: /s/ Kirk Wallace
Name: Kirk Wallace
Title: Senior Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

LATITUDE CLO III, LTD, as a Consenting Lender

By: /s/ Kirk Wallace
Name: Kirk Wallace
Title: Senior Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSEMTING LENDERS:

Deutsche Bank AG, London

____
[please print or type name of institution],
as a Consenting Lender

By: /s/ Nicholas Wilmglay
Name: Nicholas Wilmglay
Title: Director

[1] Only Lenders who approve the amendment but are no: prepared to be Existing and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

LightPoint CLO, III, Ltd.,

____

as a Consenting Lender
By Neuberger Berman Fixed Income LLC as collateral manager

By: /s/ Colin Donlan
Name: Colin Donlan
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

LightPoint CLO IV, Ltd.,
as a Consenting Lender
By Neuberger Berman Fixed Income LLC as collateral manager

By /s/ Colin Donlan
Name: Colin Donlan
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

LightPoint CLQ IV, Ltd.,

as a Consenting Lender
By Neuberger Berman Fixed Income LLC as collateral manager

By /s/ Colin Donlan
Name: Colin Donlan
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

LightPoint CLO VII, Ltd.,
as a Consenting Lender
By Neuberger Berman Fixed Income LLC as collateral manager

By /s/ Colin Donlan
Name: Colin Donlan
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

LtghtPointCLO VIII, Ltd.,
as a Consenting Lender
By Neuberger Berman Fixed income LLC as collateral Manager

By /s/ Colin Donlan
Name: Colin Donlan
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to *be*- Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Airlie CLO 2006-I, Ltd.,

as a Consenting Lender
By Neuberger Berman Fixed Income LLC as collateral Manager

By	/s/ Colin Donlan
Name:	Colin Donlan
Title:	Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Marquette US/European CLO, Plc.
as a Consenting Lender
By Neuberger Berman Fixed Income LLC as collateral Manager

By /s/ Colin Donlan
Name: Colin Donlan
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Yorkville CBNA Loan Funding, LLC
[please print or type name of institution], as Consenting Lender

By /s/ Malia Baynes
Name: Malia Baynes
Title: Attorney-in-fact

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Gateway CLO Limited
By: Prudential Investment Management;, Inc., as Collateral Manager, as a Consenting Lender

By /s/ Brian Juliano
Name: Brian Juliano
Title: Vice President

[1] Only Lenders who approve the amendment but *are* not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Harch CLO DL Limited, as a Consenting Lender

By	/s/ James DiDonato
Name:	James DiDonato
Title:	Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTNG LENPERS:[1]

Flagship CLO III
By: Deutsche Investment Management Americas, Inc.
(as successor in interest to Deutsche Asset Management, *Inc.),*
As Collateral Manager

By	/s/ Eric S. Meyer
Name:	Eric S Meyer,
Title:	Managing Director

By	/s/ Thomas R. Bouchard
Name:	Thomas R. Bouchard
Title:	Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign

Consenting LEJNDERS:[1]

Flagship CLO IV
By; Deutsche Investment Management Americas, Inc.
(as successor in interest to Deutsche Asset Management, Inc),
As Collateral Manager

By /s/ Eric S. Meyer
Name: Eric S Meyer,
Title: Managing Director

By /s/ Thomas R. Bouchard
Name: Thomas R. Bouchard
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign

.

CONSENTING LENDERS:[1]

Flagship CLO V
By: Deutsche Investment Management Americas, Inc.
(as successor in interest to Deutsche Asset Management, Inc.),
As Collateral Manager

By /s/ Eric S. Meyer
Name: Eric S Meyer,
Title: Managing Director

By /s/ Thomas R. Bouchard
Name: Thomas R. Bouchard
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Flagship CLO VI
By: Deutsche Investment Management Americas, Inc. As Collateral Manager

By /s/ Eric S. Meyer
Name: Eric S Meyer,
Title: Managing Director

By /s/ Thomas R. Bouchard
Name: Thomas R. Bouchard
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

CIFC Funding 2006-1, Ltd.
CIFC Funding 2006-IB, Ltd.
CIFC Funding 2006-11, Ltd.
CIFC Funding 2007-1, Ltd.
CIFC Funding 2007-III, Ltd.
CIFC Funding 2007-IV, Ltd.

By: CIFC Investment Management LLC, its Collateral Manager

By: /s/ Rob Milton
Name: Rob Milton
Title: Authorized Signatory

CONSENTING LENDERS:

Hewett's Island CLO II, Ltd.
Hewett's Island CLO III, **Ltd.**

By: CypressTree Investment Management, LLC, its Collateral Manager

By: /s/ Rob Milton
Name: Rob Milton
Title: Authorized Signatory

CONSENTING LENDERS:

Primus CLO I, Ltd.
Primus CLO II, Ltd.

By: CypressTree Investment Management, LLC, its Subadviser

By: /s/ Rob Milton
Name: Rob Milton
Title: Authorized Signatory

CONSENTING LENDERS:

Forest Creek CLO, Ltd.
Long Grove CLO Ltd.
Market Square CLO Ltd.
Cumberland II CLO Ltd.
Marquette Park CLO Ltd.
Bridgeport CLO Ltd.
Schiller Park CLO Ltd.
Burr Ridge CLO Plus Ltd.
Bridgeport CLO II Ltd.

By: Deerfield Capital Management LLC, its Collateral Manager

By: /s/ Glenn Duffy
Name: Glenn Duffy
Title: Authorized Signatory

CONSENTING LENDERS:

ColumbusNova CLO Ltd. 2006-I
ColumbusNova CLO Ltd. 2006-II
ColumbusNova CLO Ltd. 2007-I
ColumbusNova CLO IV Ltd. 2007-II

By: Columbus Nova Credit Investments Management, LLC, its Collateral Manager

By: /s/ Glenn Duffy
Name: Glenn Duffy
Title: Authorized Signatory

CONSENTING LENDERS:[1]

GENESIS CLO 2007-2 LTD by LLCP Advisors LLC as Collateral Manager, as a Consenting Lender

By: /s/ Steve Hartman
Name: Steve Hartman
Title: Vice President

[1] Only Lenders who approve the amendment bat are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Goldman Sachs Asset Management CLO,
Public Limited Company

By: Goldman Sachs Asset Manager, L.P. as Manager, as a Consenting Lender

By: /s/ Jose Garrido
Name: Jose Garrido
Title: Vice President

1 Only Lenders who approve the amendment bat are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

The Sumitomo Trust & Banking Co., Ltd.
New York Branch, as a Consenting Lender

By: /s/ Albert C. Tew II
Name: Albert C. Tew II
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

AVENUE CLO FUND, LIMITED

AVENUE CLO II, LIMITED

AVENUE CLO III, LIMITED

[please print or type name of institution],
as a Consenting Lender

By: **/s/ Srirman Balakrishnan**
Name: **Srirman Balakrishnan**
Title: **PORTFOLIO MANAGER**

[1] Only Lenders who approve the amendment but are not prepared to *be* Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

TRALEE CDO I LTD
[please print or type name of institution],
as Consenting Lender

By: **/s/ Joseph Matteo**
Name: **Joseph Matteo**
Title: **Authorized Signatory**

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Ballyrock CLO II Limited, By; Ballyrock Investment Advisors LLC, as Collateral Manager, as a Consenting Lender

By: **/s/ Lisa Rymut**
Name: **Lisa Rymut**
Title: **Assistant Treasurer**

CONSENTING LENDERS:[1]

Ballyrock CLO III Limited, By: Ballyrock Investment Advisors LLC, as Collateral Manager, as a Consenting Lender

By: **/s/ Lisa Rymut**
Name: **Lisa Rymut**
Title: **Assistant Treasurer**

CONSENTING LENDERS:

Ballyrock CLO 2006-1 Limited, By: Investment Advisors LLC, *as* Collateral Manager, as a Consenting Lender

By:	**/s/ Lisa Rymut**
Name:	**Lisa Rymut**
Title:	**Assistant Treasurer**

CONSENTING LENDERS:

Ballyrock CLO 2006-2 Limited, By: Ballyrock investment Advisors LLC, as Collateral Manager, as a Consenting Lender

By: **/s/ Lisa Rymut**
Name: **Lisa Rymut**
Title: **Assistant Treasurer**

CONSENTING LENDERS:[1]

Black Diamond CLO 2005-1 LTD.
By: Black Diamond CLO 2005-1 Adviser, L.L.C.,
As Its Collateral Manager

____
[please print or type name of institution], as Consenting Lender

By: /s/ Stephen H. Deckoff
Name: Stephen H. Deckoff
Title: Managing Principal

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTNG LENDERS:'

Genesis CLO 2007-1 Ltd.

[please print or type name of institution], as Consenting Lender

By: GLG Ore Hill LLC, its Collateral Manager

By:	/s/ Marshall E. Sterns
Name:	Marshall E. Stearns
Title:	Managing Director

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Allied Irish Banks p.l.c., as a
Consenting Lender

By: /s/ Jim Dennehy
Name: Jim Dennehy
Title: Executive Vice President

By: /s/ Edwin Holmes
Name: Edwin Holmes
Title: Assistant Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

GULF STREAM-COMPASS CLO 2003-1, LTD.
GULF STREAM-COMPASS CLO 2004-1, LTD.
GULF STREAM-COMPASS CLO 2005-U, LTD.
GULF STREAM-SEXTANT CLO 2007-1, LTD.
GULF STREAM-COMPASS CLO 2007, LTD.
NEPTUNE FINANCE CCS, LTD.

By: Gulf Stream Asset Management LLC
As Collateral Manager

[please print or type' name of institution], as a Consenting Lender

By: /s/ Barry K. Love
Name: Barry K. Love
Title: Chief Credit Officer

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Wells Fargo Principal Lending, LLC (f.k.a The Foothill Group, LLC)

[please print or type' name of institution], as a Consenting Lender

By: /s/ Jack Salehian
Name: Jack Salehian
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Foothill CLO I, Ltd.
[please print or type name of institution], as a Consenting Lender

By: The Foothill Group, Inc., as attorney-in-fact

By: /s/ Jack Salehian
Name: Jack Salehian
Title: Managing Member

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

UNITED HEALTHCARE INSURANCE COMPANY
By: GSO Capital Advisors LLC as Manager, as an Extending and Consenting Lender

By: /s/ Daniel H. Smith
Name: Daniel H. Smith'
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

CALLIDUS DEBT PARTNERS CLO FUND III, LTD.
By: GSO / Blackstone Debt Funds Management LLC as Collateral Manager, as an Extending and Consenting Lender

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

CALLIDUS DEBT PARTNERS CLO FUND IV, LTD.
By: GSO/ Blackstone Debt Funds Management
LLC as Collateral Manager, as an Extending and Consenting Lender

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authored Signatory

---

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

CALLIDUS DEBT PARTNERS CLO FUND V, LTD.
By: GSO/Blackstone Debt Funds Management: LLC as Collateral Manager, as an Extending and Consenting Lender

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

CALLIDUS DEBT PARTNERS CLO FUND VI, LTD.
By: GSO/ Blackstone Debt Funds Management LLC as Collateral Manager, as an Extending and Consenting Lender

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:'

CALLIDUS DEBT PARTNERS CLO FUND VII, LTD.
By: GSO/ Blackstone Debt Funds Management LLC as Collateral Manager, as an Extending and Consenting Lender

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign

CONSENTING LENDERS:

ESSEX PARK CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager, as an Extending and Consenting Lender

By: /s/ Daniel H. Smith
Name: Daniel H. Smith'
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Longhorn CDP III LTD.

As a Consenting Lender

By: /s/ C. Adrian Marshall
Name: C. Adrian Marshall
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Galaxy III CLO, Ltd.
By: PineBridge Investments LLC.
its Collateral Manager

Galaxy IV CLO, LTD
By: PineBridge Investments LLC.
its Collateral Manager

Galaxy V CLO, LTD
By: PineBridge Investments LLC,
its Collateral Manager

Galaxy VI CLO, LTD
By: PineBridge Investments LLC.
its Collateral Manager

Galaxy VIII CLO, LTD
By: PineBridge Investments LLC.
Its Collateral Manager

Saturn CLO, Ltd.
By: PineBridge Investments LLC.
its Collateral Manager

Validus Reinsurance Ltd.
By: PineBridge Investments LLC.
Its Investment Manager

[please print or type name of institution], as a Consenting Lender

By: /s/ W. Jeffery Baxter
Name: W. Jeffery Baxter
Title: Managing Director

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

CANARAS SUMMHT *CLO* LTD
By: Canals Capital Management LLC
As Sub-Investment Adviser

Consenting Lender

By: /s/ W. Benjamin S. Steger, CFA
Name: Benjamin S. Steger, CFA
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign hers.

CONSENTING LENDERS:[1]

Green Island CBNA Loan Funding LLC, by Citibank, N.A. , as a Consenting Lender

By: /s/ Emily Chong
Name: Emily Chong
Title: Director

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign hers.

CONSENTING LENDERS:[1]

Greywolf CLO I, Ltd
By: Greywolf Capital Management LP, its Investment Manager, as a Consenting Lender

By: /s/ William Troy
Name: William Troy
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

LMP Corporate Loan Fund, Inc,
By: Citi Alternative Investments LLC,
as a Consenting Lender

By: /s/ Roger Yee
Name: Roger Yee
Title: VP

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS [2]

CCA EAGLE LOAN MASTER FUND LTD.
By: Citigroup Alternative Investments LLC, as Investment manager for and on behalf of CCA EAGLE LOAN MASTER FUND LTD., as a Consenting Lender

By: /s/ Roger Yee
Name: Roger Yee
Title: VP

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[3]

REGATTA FUNDING LTD.
By: Citi Alternative Investments IXC,
attorney-in-fact,
as a Consenting Lender

By: /s/ Roger Yee
Name: Roger Yee
Title: VP

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Olympic CLO I, LTD
San Gabriel CLO I, LTD
Shasta CLO I, LTD
Sierra CLO II, LTD
Whitney CLO I, LTD

[please print or type name of institution], as a Consenting Lender

By Apidos Capital Management on behalf of Resource Capital Asset Management (RCAM)

By: /s/ Vincent Ingato
Name: Vincent Ingato
Title: Managing Director

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Clydesdale CLO 2004, Ltd. as a Consenting Lender

By: /s/ Robert Hoffman
Name: Robert Hoffman
Title: Executive Director

NDMURA CDRPORATE RESEARCH AND; ASSET MANAGEMENT INC.
AS INVESTMENT
MANAGER

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Clydesdale CLO 2005, Ltd., as a Consenting Lender

By: /s/ Robert Hoffman
Name: Robert Hoffman
Title: Executive Director

NDMURA CORPORATE RESEARCH AND; ASSET MANAGEMENT INC.

AS INVESTMENT MANAGER

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here

CONSENTING LENDERS:[1]

Clydesdale CLO 2006, Ltd.
as a Consenting Lender

By: /s/ Robert Hoffman
Name: Robert Hoffman
Title: Executive Director

NDMURA CORPORATE RESEARCH AND; ASSET MANAGEMENT INC. AS INVESTMENT MANAGER

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Clydesdale CLO 2007, Ltd. as a Consenting Lender

By: /s/ Robert Hoffman
Name: Robert Hoffman
Title: Executive Director

NDMURA CORPORATE RESEARCH AND; ASSET MANAGEENT INC. AS INVESTMENT MANAGER

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Clydesdale Strategic CLO I, Ltd. as a Consenting Lender

By:	/s/ Robert Hoffman
Name:	Robert Hoffman
Title:	Executive Director

NOMURA CORPORATE RESEARCH AND; ASSET MANAGEENT INC. AS INVESTMENT MANAGER

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

WELLS CAPITAL MANAGEMENT 13923601

WELLS CAPITAL MANAGEMENT 18325402

WELLS CAPITAL MANAGEMENT 18866500

WELLS CAPITAL MANAGEMENT 23928601

WELLS CAPITAL MANAGEMENT 23960800

VULCAN VENTURES

SILVERADO CLO 2006-I LIMITED

By: Wells Capital Management as Portfolio Manager

[please print or type name of institution], as a Consenting Lender

By: /s/ Zachary Tyler
Name: Zachary Tyler
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Avery Point CLO, Limited

By: Sankaty Advisors LLC, as Collateral Manager

[please print or type name of institution], as a Consenting Lender

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Sr. Vice President of Operations

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Chatham Light II CLO, Limited
By: Sankaty Advisors LLC, as Collateral Manager

[please print or type name of institution], as a Consenting Lender

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Sr. Vice President of Operations

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Katonah III, Ltd. by Sankaty Advisors LLC as Sub-Advisors

[please print or type name of institution], as a Consenting Lender

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Sr. Vice President of Operations

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Race Point II CLO, Limited
By: Sankaty Advisors LLC, as Collateral Manager

[please print or type name of institution], as a Consenting Lender

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Sr. Vice President of Operations

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Race Point III CLO
By: Sankaty Advisors LLC, as
Collateral Manager

[please print or type name of institution], as a Consenting Lender

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Sr. Vice President of Operations

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Race Point IV CLO, Lid
By: Sankaty Advisors. LLC as Collateral Manager

[please print or type name of institution], as a Consenting Lender

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Sr. Vice President of Operations

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign

CONSENTING LENDERS:[1]

SSS Funding II, LLC
By: Sankaty Advisors LLC, as Collateral Manager

[please print or type name of institution], as a Consenting Lender

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Sr. Vice President of Operations

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Lime Street CLO, Ltd., as a Consenting Lender

By: /s/ Scott D'Orsi
Name: Scott D'Orsi
Title: P.M.

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[5]

Trimaran CLO IV Ltd
By Trimaran Advisors, L.L.C., as a Consenting Lender

By: /s/ Dominick J. Mazzitelli
Name: Dominick J. Mazzitelli
Title: Managing Director

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Trimaran CLO V Ltd
By Trimaran Advisors, L.L.C., as a
Consenting Lender

By: /s/ Dominick J. Mazzitelli
Name: Dominick J. Mazzitelli
Title: Managing Director

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Trimaran CLO VI Ltd
By Trimaran Advisors, L.L.C., as a
Consenting Lender

By: /s/ Dominick J. Mazzitelli
Name: Dominick J. Mazzitelli
Title: Managing Director

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Trimaran CLO VII Ltd
By Trimaran Advisors, L.L.C., as a
Consenting Lender

By: /s/ Dominick J. Mazzitelli
Name: Dominick J. Mazzitelli
Title: Managing Director

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Ameriprise Certificate Company

as a Consenting Lender

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Assistant Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Ameriprise Financial, Inc.

as a Consenting Lender

By:	/s/ Robin C. Stancil
Name:	Robin C. Stancil
Title:	Director Of Operations

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Cent CDO IO Limited
By: Columbia Management Investment Advisers, LLC As Collateral Manager

as a Consenting Lender:.

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Cent CDO XI Limited
By: Columbia Management Investment Advisers, LLC, As Collateral Manager
as a Consenting Lender

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Cent CDO12 Limited
By: Columbia Management Investment Advisers, U.C As Collateral Manager

as a Consenting Lender.

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Cent CDO14 Limited

By: Columbia Management Investment Advisers, LLC, As Collateral Manager

as a Consenting Lender

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Cent CDO15 Limited
By: Columbia Management Investment Advisers, LLC, As Collateral Manager
as a Consenting Lender

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS: [1]

Centurion CDO VI, Ltd.
By: Columbia Management Investment Advisers, LLC
As Collateral Manager

as a Consenting Lender

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Centurion CDO VII, Ltd.
By: Columbia Management Investment Advisers, LLC
As Collateral Manager

as a Consenting Lender

By:	/s/ Robin C. Stancil
Name:	Robin C. Stancil
Title:	Director of Operations

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Centurion CDO 8 Limited
By- Columbia Management Investment Advisers, LLC,
As Collateral Manager

as a Consenting Lender

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Centurion CDO 9 Limited
By: Columbia Management Investment Advisers, LLC, As Collateral Manager

as a Consenting Lender

By:	/s/ Robin C. Stancil
Name:	Robin C. Stancil
Title:	Director of Operations

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

RtverSource Bond Series, Inc. -
Columbia Floating Rate Fund

as a Consenting Lender

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Assistant Vice President

1 Only Lenders who approve the amendment bin are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

RiverSource Life Insurance Company

as a Consenting Lender

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Phoenix CLO I, LTD.
By: ING Alternative Asset Management LLC, as its investment manager

Phoenix CLO II, LTD.
By: ING Alternative Asset Management LLC, as its investment manager

as Consenting Lenders

By /s/ Marc W. Boatwritght
Name: Marc W. Boatwrignt
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Aberdeen Loan Funding Ltd
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc., Its General Partner

____
as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Brentwood CLO Ltd.
By: Highland Capitol Management, LP
As Collateral Manager
By: StrandAdvisors, Inc.,
Its General Partner

____
as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Loan Funding TV LLC
By: Highland Capital Management, LP, As Collateral Manager
By: Strand Advisors, Inc, Its General Partner

as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Eastland CLO, Ltd.
By: Highland Capital Management, LP
As Collateral Manager
By: Strand Advisors, Inc.,
Its General Partner

as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Gleneagles CLO, Ltd.
By: Highland Capital Management, LP
As Collateral Manager
By: Strand Advisors, Inc.,
Its General Partner

as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTINO-LENDERS:[1]

Grayson CLO, Ltd
By: Highland Capital Management L.P.,
As Collateral Manager
By: Strand Advisors, Inc.
Its General Partner

as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Greenbriar CLO, Ltd,
By: Highland Capital Management, L.P.,
By: Strand. Advisors, Inc.
Its General Partner

as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Jasper CLO, Ltd
By: Highland Capital Management, LJ
By: Strand Advisors, lot, Its General Partner

as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Liberty CLO, Ltd.
By: Highland Capital Management, L.P.
As Collateral Manager
By: Strand Advisors, Inc., Its General Partner

as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Red River CLO Ltd.
By: Highland Capital Management, L.P.
As Collateral Manager
By: Strand Advisors, Inc., Its General Partner

____
as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Rockwall CDO LTD.
By: Highland Capital Management L.P.
As Collateral Manager
By: Strand Advisors, Inc., Its General Partner
as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Rockwall CDO II, LTD.
By: Highland Capital Management L.P.
As Collateral Manager
By: Strand Advisors, Inc., Its General Partner

as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Southfork CLO, Ltd.
By: Highland Capital-Management, LP.
By: Strand Advisors, Inc, Its General Partner

____
as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Stratford-CLO Ltd.
By: Highland Capital Management. L.P.
As Collateral Manager'
By: Strand Advisors, Inc,
Its General Partner -

as a Consenting Lender

By	/s/ Jason Post
Name:	Jason Post
Title:	Operations Director

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Loan Funding VII LLC
By: Highland Capital Management, LP, As Collateral Manager
By: Strand Advisors, Inc, Its General Partner

as a Consenting Lender By’

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Westchester CLO, Ltd
By: Highland Capital Management L.P., As Collateral Service
By: Strand Advisors, Inc., Its General Partner

as a Consenting Lender

By /s/ Jason Post
Name: Jason Post
Title: Operations Director

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Loan Star State Trust
By Stone Tower Fund Management LLC
As Its Investment Advisor

____
as a Consenting Lender

By /s/ Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

CONSENTING LENDERS:

HillMark Funding Ltd.,
By: HillMark Capital Management, L.P.,
as Collateral Manager, as Lender

as a Consenting Lender

By: /s/ Mark Gold
Name: Mark Gold
Title: CEO

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

Stoney Lane Funding I., Ltd.
By: HillMark Capital Management, L.P.,
as Collateral Manager, as Lender

as a Consenting Lender

By: /s/ Mark Gold
Name: Mark Gold
Title: CEO

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

GOLDMAN SACHS LENDING PARTNERS LLC
as a Consenting Lender

By: /s/ Lauren Day
Name: Lauren Day
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

T2 Income Fund CLO I, Ltd.
as a Consenting Lender

By: T2 Advisers, LLC
As Collateral Manager

By: /s/ Saul Rosenthal
Name: Saul Rosenthal
Title: President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

OWS CLO I, Ltd.
One Wall Street CLO II, Ltd.
Pacifica CDO III, Ltd.
Pacifica CDO IV, Ltd.
Pacifica CDO VI, Ltd.
Prospero CLO I, B.V.
US Bank Loan Fund (M) Master Trust
Veritas CLO II, Ltd
Westwood CDO II, Ltd, as Consenting Lenders

By: /s/ Edward M. Vietor
Name: Edward M. Vietor
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

CSAM Funding IV

[please print or type name of institution], as a Consenting Lender

By: /s/ Thomas Flannery
Name: THOMAS FLANNERY
Title: AUTHORIZED SIGNATORY

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

CSAM Funding III

[please print or type name of institution], as a Consenting Lender

By: /s/ Thomas Flannery
Name: THOMAS FLANNERY
Title: AUTHORIZED SIGNATORY

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Atrium V
By: Credit Suisse Asset Management, LLC
as collateral manager

[please print or type name of institution], as a Consenting Lender

By: /s/ Thomas Flannery
Name: THOMAS FLANNERY
Title: AUTHORIZED SIGNATORY

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

VENTURE II CDO 2002, LIMITED
By its investment advisor,
MJX Asset Management LLC, as a Consenting Lender

By: /s/ Simon Yuan
Name: Simon Yuan
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS: [1]

VENTURE III CDO LIMITED
By its investment advisor,
MJX Asset Management LLC, as a Consenting Lender

By: /s/ Simon Yuan
Name: Simon Yuan
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

VENTURE IV CDO LIMITED
By its investment advisor,
MJX Asset Management LLC,
as a Consenting Lender

By: /s/ Simon Yuan
Name: Simon Yuan
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

VENTURE V CDO LIMITED
By its investment advisor,
MJX Asset Management LLC,
as a Consenting Lender

By: /s/ Simon Yuan
Name: Simon Yuan
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

VENTURE VI CDO LIMITED
By its investment advisor,
MJX Asset Management LLC,
as a Consenting Lender

By: /s/ Simon Yuan
Name: Simon Yuan
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

VENTURE VII CDO LIMITED
By its investment advisor,
MJX Asset Management LLC, as a Consenting Leader

By: /s/ Simon Yuan
Name: Simon Yuan
Title: Vice President

1 Only Lenders who approve (he amendment hut are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

VENTURE **VIII** CDO LIMITED
By its investment advisor,
MJX Asset Management LLC, as a Consenting Lender

By: /s/ Simon Yuan
Name: Simon Yuan
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

VENTURE IX CDO LIMITED
By its investment advisor,
MJX Asset Management LLC, as a
Consenting Lender

By: /s/ Simon Yuan
Name: Simon Yuan
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

VISTA LEVERAGED INCOME FUND
By its investment advisor,
MJX Asset Management LLC, as a Consenting Lender

By: /s/ Simon Yuan
Name: Simon Yuan
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

VEER CASH FLOW CLO, LIMITED
By its investment advisor,
MJX Asset Management LLC, as a Consenting Lender

By: /s/ Simon Yuan
Name: Simon Yuan
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

THE THIRTY-EIGHT HUNDRED FUND, LLC
[please print or type name of institution], as a Consenting Lender

By: /s/ Ross Berger
Name: Ross Berger
Title: Managing Director

Principal Investments
$2M of Term Loan B

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

WELLS FARGO BANK, N.A.
{please prim or type name of institution]., as a Consenting Lender

By: /s/ Ross Berger
Name: Ross Berger
Title: Managing Director

Principal Investments
$9.5M of Term Loan B

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[5]

[CIT Middle Market Loan Trust III], as a Consenting Lender

By: /s/ Roger Burns
Name: Roger Burns
Title: E.V.P.

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

CARLYLE VEYRON CLO, LTD.,
as a Consenting Lew

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

CONSENTING LENDERS:

CARLYLE VANTAGE CLO, LTD.,
as a Consenting Lender

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

CONSENTING LENDERS:

CARLYLE DAYTONA CLO, LTD.,
as a Consenting Lender

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

CONSENTING LENDERS:

CARLYLE ARNAGE CLO, LTD.,
as a Consenting Lender

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

CONSENTING LENDERS:

CARLYLE MCLAREN CLO, LTD.,
as a Consenting Lender

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

CONSENTING LENDERS:

CARLYLE AZURE CLO, LTD.,
as a Consenting Lender

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

CONSENTING LENDERS:

CARLYLE BRISTOL CLO, LTD.,
as a Consenting Lender

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

CONSENTING LENDERS: [1]

Western Asset Management Company Acting as Investment Manager and Agent on behalf of Mt. Wilson CLO, Ltd., as a Consenting Lender

By: /s/ Donna Thomas-Sapp

Name: Donna Thomas-Sapp

Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Western Asset Management Company Acting as Investment Manager and Agent on behalf of Mt. Wilson CLO II, Ltd., as a Consenting Lender

By: /s/ Donna Thomas-Sapp
Name: Donna Thomas-Sapp
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

CREDIT SUISSE LOAN FUNDING LLC.
as a Consenting Lender

By: /s/ Deja Zazzarino
Name: Deja Zazzarino
Title: Vice President

By: /s/ Ian Landow
Name: Ian Landow
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

DuaneStreet CLO 1, Ltd.
By: DiMalo Ahmad Capital LLC,
As Collateral Manager

[please print or type name of institution], as a Consenting Lender

By: /s/ Paul Travers
Name: Paul Travers
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Duane Street CLO II, Ltd.
By: DiMalo Ahmad Capital LLC,
As Collateral Manager

[please print or type name of institution],
Consenting Lender

By: /s/ Paul Travers
Name: Paul Travers
Title: Authorized Signatory

---

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Duarte Street CLO UI, Ltd.
By: DiMalo Ahmad Capital LLC,
As Collateral Manager

[please print or type name of institution], as a Consenting Lender

By: /s/ Paul Travers

Name: Paul Travers

Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here,

CONSENTING LENDERS:[1]

Duane Street CLO IV, Ltd.
By: DiMalo Ahmad Capital
LLC, As Collateral Manager

[please print or type name of institution], as a Consenting Lender

By: /s/ Paul Travers

Name: Paul Travers
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

ARTUS LOAN FUND 2007-1, LTD.
CLEAR LAKE CLO, LTD.
ST. JAMES RIVER CLO, LTD.
SUMMIT LAKE CLO, LTD.
VICTORIA FALLS CLO, LTD., each as a Consenting Lender
By: Babson Capital Management LLC as Collateral Manager

By: /s/ J. McMartin, Jr.
Name: J. McMartin, Jr.
Title: Managing Director

DIAMOND LAKE CLO, LTD.
VINACASA CLO, LTD., each as a Consenting Lender
By; Babson Capital Management LLC as Collateral Servicer

By: /s/ J. McMartin, Jr.
Name: J. McMartin, Jr.
Title: Managing Director

CONSENTING LENDERS:[1]

Gallatin CLO II 2005 -1, LTD
By: UrsaMine Credit Advisors, LLC
as its Collateral Manager

, as a Consenting Lender

By: /s/ Niall Rosenzweig
Name: Niall Rosenzweig
Title: Principal

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Gallatin CLO 111 2007-1, LTD
As Assignee
By: UrsaMine Credit Advisors, LLC as its Collateral Manager

, as a Consenting Lender

By: /s/ Niall Rosenzweig
Name: Niall Rosenzweig
Title: Principal

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Grayston CLO II 2004-1, LTD
By: UrsaMine Credit Advisors, LLC as its Collateral Manager

, as a Consenting Lender

By: /s/ Niall Rosenzweig
Name: Niall Rosenzweig
Title: Principal

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

DEUTSCHE BANK AG NEW YORK BRANCH, as a Consenting Lender
By: DB Services New Jersey, Inc.

By:	/s/ Deirdre Cesario
Name:	Deirdre Cesario
Title:	Assistant Vice President

By:	/s/ Angelina Quintana
Name:	Angelina Quintana
Title:	Assistant Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Alliance Bernstein L.P., an investment advisor to ABCLO 2007-1 Ltd.

[please print or type name of institution], as a Consenting Lender

By: /s/ Michael E. Sohr
Name: Michael E. Sohr
Title: Senior Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

BLUEMOUNTAIN CLO III LTD.

By: BLUEMOUNTAIN CAPITAL MANAGEMENT LLC.

Its Collateral Manager

____

as Consenting Lender

By: /s/ Michael Abatemarco
Name: Michael Abatemarco
Title: Associate

1 Only Lenders who approve the amendment but are not prepared to fee Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

KINGSLAND1, LTD.
as a Consenting Lender

By: /s/ Michael Abatemarco
Name: Michael Abatemarco
Title: Principal

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

KINGSLAND II, LTD. as a Consenting Lender

By: /s/ Robert Perry
Name: Robert Perry
Title: Principal

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

KINGSLAND III, LTD.
as a Consenting Lender

By: /s/ Robert Perry
Name: Robert Perry
Title: Principal

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

KINGSLAND IV, LTD. as a
Consenting Lender

By: /s/ Robert Perry
Name: Robert Perry
Title: Principal

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

KINGSLAND V, LTD. as a
Consenting Lender

By: /s/ Robert Perry
Name: Robert Perry
Title: Principal

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

AMMC CLO 111, LIMITED
By: American Money Management Corp., as Collateral Manager

as a Consenting Lender

By: /s/ Kenneth J. Bushman
Name: Kenneth J. Bushman
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

AMMC CLO IV, LIMITED
By: American Money Management
Corp., as Collateral Manager

as a Consenting Lender

By: /s/ Kenneth J. Bushman
Name: Kenneth J. Bushman
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

AMMC CLO V, LIMITED
By: American Money Management Corp.,
as Collateral Manager

as a Consenting Lender

By: /s/ Kenneth J. Bushman
Name: Kenneth J. Bushman
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

AMMC CLO VI, LIMITED
By: American Money Management
Corp., as Collateral Manager

as a Consenting Lender

By: /s/ Kenneth J. Bushman
Name: Kenneth J. Bushman
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

AMMC VII, LIMITED
By: American Money Management
Corp., as Collateral Manager

as a Consenting Lender

By: /s/ Kenneth J. Bushman
Name: Kenneth J. Bushman
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

AMMC VIII, LIMITED
By: American Money Management
Corp., as Collateral Manager

as a Consenting Lender

By:	/s/ Kenneth J. Bushman
Name:	Kenneth J. Bushman
Title:	Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Hewett's Island CLO IV, Ltd.
By: LCM Asset Management LLC
As Collateral Manager

_______________________________________,as a Consenting Lender

By: /s/ Sophie A. Venon
Name: Sophie A. Venon

Title: LCM Asset Management LLC

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

OCEAN TRAILS CLO II,
as Consenting Lender

By: West Gate Horizons Advisors LLC, as Manager

By: /s/ J. Joy Jacob
Name: J. Joy Jacob
Title: Senior Credit Analyst

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:

OCEAN TRAILS CLO I,
as Consenting Lender

By: West Gate Horizons Advisors LLC, as
Collateral Manager

By:	/s/ J. Joy Jacob
Name:	J. Joy Jacob
Title:	Senior Credit Analyst

CONSENTING LENDERS:[1]

Four Corners CLO II, Ltd.
as a Consenting Lender

By:	/s/ Matthew Gravis
Name:	Matthew Garvis
Title:	President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[5]

____
[please print or type name of institution], as a Consenting Lender

FOUR CORNERS CLO 2005-1, Ltd.
By: Four Corners Capital Management, LLC
As Collateral Manager

By: /s/ Adam Brown
Name: Adam Brown
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

___

[please print or type name of institution], as a Consenting Lender

Four Corners CLO III, Ltd.
By: Macquarie Funds Group
FKA Four Corners Capital Management, LLC
As Collateral Manager

By:	/s/ Adam Brown
Name:	Adam Brown
Title:	Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

[please print or type name of institution], as a Consenting Lender

Fountain Court Master Fund
By: Macquarie Funds Group
FKA Four Corners Capital Management, LLC
As Collateral Manager

By: /s/ Adam Brown
Name: Adam Brown
Title: Vice President

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

____

[please print or type name of institution], as a Consenting Lender

SFR, LTD.
By: Four Corners Capital Management, LLC
As Collateral Manager

By:	/s/ Adam Brown
Name:	Adam Brown
Title:	Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

CONFLUENT 4 LIMITED,
As Lender

By: Loomis, Sayles & Company. L.P.
As Sub-Manager

By: Loomis. Sayles & Company, Incorporated
Its General Partner

____
, as a Consenting Lender

By: /s/ Mary McCarthy
Name: Mary McCarthy
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

LOOMIS SAYLES CLO I, LTD.
As Lender

By Loomis. -Sayles & Company. L.P.
Its Collateral Manager

By Loomis Sayles & Company. Incorporated.
Its General Partner

______________________________, as a Consenting Lender

By: /s/ Mary McCarthy
Name: Mary McCarthy
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[2]

Aladdin Flexible Investment Fund SPC for Account of Series 2008-01

By: Aladdin Capital Management LLC. as a Consenting Lender

By:	/s/ Pallo Blum-Tucker
Name:	Pallo Blum-Tucker
Title:	Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Landmark IV CDO, Limited
By: Aladdin Capital Management LLC.

as a Consenting Lender

By: /s/ Pallo Blum-Tucker
Name: Pallo Blum-Tucker
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Oak Hill Credit Partners V, Limited ______________________________
[please print or type name *of institution*]. as A Consenting Lender

By: Oak Hill Advisors, L.P., as Portfolio Manager

By: /s/ Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

CONSENTING LENDERS:

Oak Hill Credit Partners
..III, Limited
[please print or type name of institution], as a Consenting Lender

By: Oak Hill CLO Management III, LLC, as Investment Manager

By: /s/ Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

OHA Park Avenue CLO I, LTD.
[please print or type name of
institution], as a Consenting Lender

Oak Hill Advisors, L.P., as Investment Manager

By: /s/ Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

CONSENTING LENDERS:
Oak Hill Credit Partners
IV, Limited

[please print or type name of institution], as
a Consenting Lender

By: Oak Hill CLO Management IV, LLC, as Investment
Manager

By: /s/ Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Barclays Bank PLC, as a
Consenting Lender

By: /s/ Craig J. Malloy
Name: Craig J. Malloy
Title: Director

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

NACM CLO I, as a Consenting Lender

By: /s/ Joanna Willars
Name: Joanna Willars
Title: VP, Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here,

CONSENTING LENDERS:[1]

NACM CLO II, as a Consenting Lender

By: /s/ Joanna Willars
Name: Joanna Willars
Title: VP, Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Aurum CLO 2002-1 Ltd.
By: Deutsche Investment Management Americas, Inc.
(as successor in interest to Deutsche Asset Management, Inc.),
As Collateral Manager

By: /s/ Eric S. Meyer
Name: Eric S. Meyer
Title: Managing Director

By: /s/ Thomas R. Bouchard
Name: Thomas R. Bouchard
Title: Vice President

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

Camulos Loan Vehicle I, Ltd. as a
Consenting Lender

By: /s/ Joanna Bensimc

Name: Joanna Bensimc

Title: Associate

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

FM LEVERAGED CAPITAL FUND II
By: GSO/BLACKSTONE Debt Funds Management LLC as Subadviser to FriedbergMilstein LLC, as an Extending and Consenting Lender

By: /s/ Daniel H. Smith
Name: Daniel H. Smith[1]
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

GALE FORCE 1 CLO, LTD.
By: GSO/BLACKSTONE Debt Funds Management LLC as Collateral Manager, as an Extending and Consenting Lender

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

GALE FORCE 3 CLO, LTD.
By: GSO/BLACKSTONE Debt Funds Management LLC as Collateral Manager, as an Extending and Consenting Lender

By: */s/ Daniel H. Smith*
Name: Daniel H. Smith'
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

GALE FORCE 4 CLO, LTD.
By: GSO/BLACKSTONE Debt Funds Management LLC as Collateral Servicer, as an Extending and Consenting Lender

By: /s/ *Daniel H. Smith*
Name: Daniel H. Smith'
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

HUDSON STRAITS CLO 2004, LTD.
By: GSO/BLACKSTONE Debt Funds Management LLC as Collateral Manager, as an Extending and Consenting Lender

By: /s/ *Daniel H. Smith*
Name: Daniel H. Smith'
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

INWOOD PARK CDO LTD.
By: Blackstone Debt Advisors L.P. as Collateral Manager, as an Extending and Consenting Lender

By: /s/ *Daniel H. Smith*
Name: Daniel H. Smith'[1]
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

LOAN FUNDING VI LLC,
for itself or as agent for Corporate Loan Funding VI LLC, as an Extending and Consenting Lender

By: /s/ *Daniel H. Smith*
Name: Daniel H. Smith'
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

MAPS CLO FUND I, LLC
By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager, as an Extending and Consenting Lender

By: /s/ *Daniel H. Smith*
Name: Daniel H. Smith'
Title: Authorized Signatory

1 Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

MAPS CLO FUND II, LLC

By: GSO / Blackstone Debt Funds Management LLC as Collateral Manager, as an Extending and Consenting Lender

By: /s/ *Daniel H. Smith*

Name: Daniel H. Smith'

Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

MONUMENT PARK CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager, as an Extending and Consenting Lender

By: /s/ *Daniel H. Smith*
Name: Daniel H. Smith
Title: Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here. 6/15/11 1:34 PM

CONSENTING LENDERS:[1]

PROSPECT PARK CDO LTD.
By: Blackstone Debt Advisors L.P. as Collateral Manager, as an Extending and Consenting Lender

By:	*/s/ Daniel H. Smith*
Name:	Daniel H. Smith’
Title:	Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

CONSENTING LENDERS:[1]

RIVERSIDE PARK CLO LTD.
By: GSO/BLACKSTONE Debt Funds Management LLC as Collateral Manager, as an Extending and Consenting Lender

By:	*/s/ Daniel H. Smith*
Name:	Daniel H. Smith'
Title:	Authorized Signatory

[1] Only Lenders who approve the amendment but are not prepared to be Extending and Consenting Lenders should sign here.

Schedule 1

Replacement Revolving Credit Lender	Replacement Revolving Credit Commitment
Barclays Bank PLC	$20,000,000
JPMorgan Chase Bank, N.A.	$25,000,000
Morgan Stanley Senior Funding, Inc.	$20,000,000
Credit Suisse AG	$20,000,000
MIHI LLC	$20,000,000
Total	$105,000,000
Replacement Revolving Credit Lender	Replacement Revolving Credit Loan
Lehman Commercial Paper Inc.	$14,000,000
Total	**$119,000,000**

Exhibit 31.1

CERTIFICATIONS

I, Kurt C. Hall, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of National CineMedia, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2011

/s/ Kurt C. Hall

Kurt C. Hall
President, Chief Executive Officer and Chairman
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATIONS

I, Gary W. Ferrera, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of National CineMedia, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2011

/s/ Gary W. Ferrera

Gary W. Ferrera
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q for the period ending June 30, 2011 (the "Report") of National CineMedia, Inc. (the "Registrant") as filed with the Securities and Exchange Commission on the date hereof, I, Kurt C. Hall, the President, Chief Executive Officer and Chairman of the Registrant, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Date: August 4, 2011

/s/ Kurt C. Hall

Kurt C. Hall
President, Chief Executive Officer and Chairman
(Principal Executive Officer)

This certification is furnished with this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Registrant specifically incorporates it by reference.

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q for the period ending June 30, 2011 (the “Report”) of National CineMedia, Inc. (the “Registrant”) as filed with the Securities and Exchange Commission on the date hereof, I, Gary W. Ferrera, the Executive Vice President and Chief Financial Officer of the Registrant, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Date: August 4, 2011

/s/ Gary W. Ferrera

Gary W. Ferrera
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

This certification is furnished with this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Registrant specifically incorporates it by reference.