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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **March 31, 2016**

**AMC ENTERTAINMENT HOLDINGS, INC.**

(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other Jurisdiction of  
Incorporation)

**001-33892**  
(Commission File Number)

**26-0303916**  
(I.R.S. Employer Identification  
Number)

**One AMC Way**  
**11500 Ash Street, Leawood, KS 66211**  
(Address of Principal Executive Offices, including Zip Code)

**(913) 213-2000**  
(Registrant's Telephone Number, including Area Code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 1.01 Entry into a Material Definitive Agreement.**

In connection with the consummation of the merger (the "Merger") of AMC Entertainment Inc. ("AMCE") with and into its direct parent company, AMC Entertainment Holdings, Inc. (the "Company"), the Company, AMCE, the guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee") entered into (i) the Second Supplemental Indenture, dated as of March 31, 2016, to the Indenture, dated as of June 5, 2015, by and between AMCE, the guarantors party thereto and the Trustee, with respect to \$600 million aggregate principal amount of 5.75% Senior Subordinated Notes due 2025 and (ii) the Second Supplemental Indenture, dated as of March 31, 2016, to the Indenture, dated as of February 7, 2014, by and between AMCE, the guarantors party thereto and the Trustee, with respect to \$375 million aggregate principal amount of 5.875% Senior Subordinated Notes due 2022, whereby the Company assumed the obligations of AMCE under the indentures referenced above and the securities issued pursuant to such indentures. The description of the supplemental indentures does not purport to be complete and is qualified in its entirety by reference to the full text of the supplemental indentures, which are filed herewith as Exhibit 4.1 and Exhibit 4.2 and incorporated herein by reference. Additional information concerning the indentures and the securities issued pursuant to the indentures was previously reported by the Company on its Current Reports on Form 8-K filed with the Securities and Exchange Commission ("SEC") on February 10, 2014 and June 5, 2015 and is incorporated herein by reference.

Additionally, in connection with the Merger, the Company assumed all of the obligations of AMCE pursuant to the Credit Agreement, dated as of April 30, 2013 (as subsequently amended), by and among AMCE, the lenders party thereto, Citicorp North America, Inc., ("Citi") as agent, and the other agents and arrangers party thereto. Additional information concerning the Credit Agreement was previously reported by the Company on its Current Report on Form 8-K filed with the SEC on December 11, 2015 and is incorporated herein by reference. Citi or its affiliates from time to time have provided in the past and may provide in the future investment banking, commercial lending and financial advisory services to the Company and its affiliates in the ordinary course of business.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 2.03.

**Item 3.03 Material Modification to Rights of Security Holders.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 3.03.

**Item 8.01 Other Events.**

On March 31, 2016, the Company merged its wholly owned subsidiary, AMCE, into the Company. As described above under Item 1.01, the Company will assume the obligations of AMCE under the agreements described above, as well as certain other immaterial obligations of AMCE.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
4.1	Second Supplemental Indenture, dated as of March 31, 2016, by and between AMC Entertainment Holdings, Inc., AMC Entertainment Inc., the guarantors party thereto and U.S. Bank National Association, as trustee.
4.2	Second Supplemental Indenture, dated as of March 31, 2016, by and between AMC Entertainment Holdings, Inc., AMC Entertainment Inc., the guarantors party thereto and U.S. Bank National Association, as trustee.

3

**SIGNATURES**

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

AMC ENTERTAINMENT HOLDINGS, INC.

Date: March 31, 2016

By: /s/ Craig R. Ramsey  
Craig R. Ramsey  
Executive Vice President and Chief Financial Officer

4

**EXHIBIT INDEX**

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5

## SECOND SUPPLEMENTAL INDENTURE

This Second Supplemental Indenture, dated as of March 31, 2016 (this "Second Supplemental Indenture"), among AMC Entertainment Inc., a Delaware corporation (together with its successors and assigns, the "Company"), AMC Entertainment Holdings, Inc., a Delaware corporation (together with its successors and assigns, "AMCH"), each Guarantor under the Indenture referred to below and U.S. Bank National Association, as trustee (the "Trustee").

## WITNESSETH:

WHEREAS, the Company, the Guarantors and the Trustee have heretofore executed and delivered an Indenture, dated as of June 5, 2015 (as amended, supplemented, waived or otherwise modified, the "Indenture"), providing for the issuance of 5.75% Senior Subordinated Notes due 2025 of the Company (the "Securities");

WHEREAS, the Company desires to merge with and into AMCH, the direct parent company of the Company, with AMCH to be the surviving entity of such merger (the "Merger");

WHEREAS, after the Merger is consummated, AMCH will become the Surviving Entity and the Company will cease to exist;

WHEREAS, Section 5.01 of the Indenture provides that under certain circumstances the Company may consolidate or merge with or into Surviving Entity provided the Surviving Entity assumes the Company's Obligations under the Securities and the Indenture;

WHEREAS, the Company desires that AMCH assume the Company's Obligations under the Securities and the Indenture, and AMCH desires to assume the Company's Obligations under the Securities and the Indenture; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee, the Company and the Guarantors are authorized to execute and deliver this Second Supplemental Indenture to amend or supplement the Indenture, without notice to or consent of any Holder;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, AMCH, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

## ARTICLE I

Definitions

SECTION 1.1 Defined Terms. As used in this Second Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Second Supplemental Indenture refer to this Second Supplemental Indenture as a whole and not to any particular section hereof.

## ARTICLE II

Assumption of the Obligations

SECTION 2.1 Assumption of Obligations. AMCH, as the Surviving Entity, hereby assumes, subject to and effective upon the effective time of the Merger, all of the Company's Obligations under the Securities and the Indenture. In accordance with Section 5.02 of the Indenture, AMCH shall, subject to and

effective upon the effective time of the Merger, succeed to, shall be substituted for and may exercise every right and power of the Company under the Securities and Indenture, with the same effect as if AMCH had been named as the Company in the Indenture.

## ARTICLE III

Confirmation of Subsidiary Guarantees

SECTION 3.1 Confirmation of Subsidiary Guarantees. Each Guarantor confirms that its Subsidiary Guarantee shall apply to the Obligations of AMCH in respect of the Securities outstanding and the Indenture. Each Guarantor confirms that any obligations it has under any Registration Rights Agreement shall continue to be in effect.

## ARTICLE IV

Miscellaneous

SECTION 4.1 Notices. All notices or communications to AMCH shall be in writing and delivered in person or mailed by first-class mail or sent by facsimile (with a hard copy delivered in person or by mail promptly thereafter) and addressed as follows:

AMC Entertainment Holdings, Inc.  
One AMC Way  
11500 Ash Street  
Leawood, KS 66211  
Attention: General Counsel

SECTION 4.2 Parties. Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Second Supplemental Indenture or the Indenture or any provision herein or therein contained.

SECTION 4.3 Governing Law. This Second Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4.4 Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Second Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 4.5 Trustee not Responsible. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which are made solely by the Company and the Guarantors.

SECTION 4.6 Counterparts. The parties hereto may sign one or more copies of this Second Supplemental Indenture in counterparts, all of which together shall constitute one and the same agreement.

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SECTION 4.7 Severability. In case any provisions in this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 4.8 Headings. The headings of the Articles and the Sections in this Second Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

AMC ENTERTAINMENT INC.

By: /s/ Terry W. Crawford  
Name: Terry W. Crawford  
Title: Senior Vice President & Treasurer

AMC ENTERTAINMENT HOLDINGS, INC.

By: /s/ Terry W. Crawford  
Name: Terry W. Crawford  
Title: Senior Vice President & Treasurer

*[Signature Page to Second Supplemental Indenture]*

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AMC CARD PROCESSING SERVICES INC.  
AMC CONCESSIONAIRE SERVICES OF FLORIDA, LLC  
AMC OF MARYLAND, LLC,  
AMC STARPLEX, LLC  
AMERICAN MULTI-CINEMA, INC.  
CLUB CINEMA OF MAZZA, INC.  
LOEWS CITYWALK THEATRE CORPORATION,  
as Guarantors

By: /s/ Terry W. Crawford  
Name: Terry W. Crawford  
Title: Senior Vice President & Treasurer

AMC ITD, INC.  
AMC LICENSE SERVICES, INC.,  
as Guarantors

By: /s/ Kevin Connor  
Name: Kevin Connor  
Title: Senior Vice President, General Counsel & Secretary

*[Signature Page to Second Supplemental Indenture]*

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U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Donald T. Hurrelbrink  
Name: Donald T. Hurrelbrink

Title: Vice President

*[Signature Page to Second Supplemental Indenture]*

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## WITNESSETH:

WHEREAS, the Company, the Guarantors and the Trustee have heretofore executed and delivered an Indenture, dated as of February 7, 2014 (as amended, supplemented, waived or otherwise modified, the "Indenture"), providing for the issuance of 5.875% Senior Subordinated Notes due 2022 of the Company (the "Securities");

WHEREAS, the Company desires to merge with and into AMCH, the direct parent company of the Company, with AMCH to be the surviving entity of such merger (the "Merger");

WHEREAS, after the Merger is consummated, AMCH will become the Surviving Entity and the Company will cease to exist;

WHEREAS, Section 5.01 of the Indenture provides that under certain circumstances the Company may consolidate or merge with or into Surviving Entity provided the Surviving Entity assumes the Company's Obligations under the Securities and the Indenture;

WHEREAS, the Company desires that AMCH assume the Company's Obligations under the Securities and the Indenture, and AMCH desires to assume the Company's Obligations under the Securities and the Indenture; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee, the Company and the Guarantors are authorized to execute and deliver this Second Supplemental Indenture to amend or supplement the Indenture, without notice to or consent of any Holder;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, AMCH, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

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By: /s/ Terry W. Crawford  
Name: Terry W. Crawford  
Title: Senior Vice President & Treasurer

AMC ENTERTAINMENT HOLDINGS, INC.

By: /s/ Terry W. Crawford  
Name: Terry W. Crawford  
Title: Senior Vice President & Treasurer

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