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

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**FORM 8-K**

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

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Date of Report (Date of earliest event reported): August 4, 2022

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**AMC ENTERTAINMENT HOLDINGS, INC.**  
(Exact Name of Registrant as Specified in Charter)

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<b>Delaware</b> (State or Other Jurisdiction of Incorporation)	<b>001-33892</b> (Commission File Number)	<b>26-0303916</b> (I.R.S. Employer Identification Number)
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**One AMC Way**  
**11500 Ash Street, Leawood, KS 66211**  
(Address of Principal Executive Offices, including Zip Code)

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

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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))

Title of each class	Trading Symbol	Name of each exchange on which registered
<b>Class A common stock</b>	<b>AMC</b>	<b>New York Stock Exchange</b>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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### **Item 3.02 Unregistered Sales of Equity Securities**

The information set forth in Item 8.01 of this Current Report on Form 8-K is incorporated by reference. The special dividend of the AMC Preferred Equity Units (as defined below) to holders of the Company's Class A common stock, par value \$0.01 per share (the "**Common Stock**") is exempt from registration as it involves no sale for value in which any investment decision is made.

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

The information set forth in Item 8.01 of this Current Report on Form 8-K is incorporated herein by reference.

### **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On August 4, 2022, in connection with the special dividend described below, the Compensation Committee of the Board of Directors of the Company approved an equitable adjustment of awards outstanding under the Company's 2013 Equity Incentive Plan (the "**Plan**") and certain corresponding amendments to the Plan.

In accordance with the terms of the Plan and effective upon payment of the dividend, each restricted stock unit (an "**RSU**") outstanding under the Plan as of the close of business on August 15, 2022 will be equitably adjusted to consist of an RSU convertible into one share of Common Stock and one AMC Preferred Equity Unit and each performance stock unit (each, a "**PSU**") outstanding under the Plan as of the close of business on August 15, 2022 will be equitably adjusted to consist of a PSU convertible into one share of Common Stock and one AMC Preferred Equity Unit. All other terms and conditions of outstanding RSUs and PSUs (including vesting, forfeiture and acceleration provisions, and with respect to PSUs, performance goals) that were applicable to outstanding RSUs and PSUs prior to the equitable adjustment will continue to apply. All RSUs and PSUs held by the Company's executive officers will be treated the same as those RSUs and PSUs held by other participants in the Plan.

As amended effective upon payment of the dividend, the Plan (1) provides for a number of AMC Preferred Equity Units available for future issuance under the Plan equal to the number of Common Shares available for future issuance thereunder as of August 15, 2022 and (2) stipulates that individual award limitations shall be determined by reference to AMC Preferred Equity Units, in addition to Common Shares. In addition, the amendment to the Plan clarifies that each reference to a "Common Share" throughout the Plan shall be deemed to include a corresponding reference to an "AMC Preferred Equity Unit," as the context may require.

The foregoing description is qualified in its entirety by reference to the full text of the Fourth Amendment to the Plan, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

### **Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year**

On August 4, 2022, AMC Entertainment Holdings, Inc. (the "**Company**") filed a Certificate of Designations (the "**Certificate of Designations**") with the Secretary of State of the State of Delaware, to designate 10,000,000 shares of the Company's authorized preferred stock as Series A Convertible Participating Preferred Stock, par value \$0.01 (the "**Preferred Stock**") with the preferences, limitations, voting powers and relative rights as set forth in the Certificate of Designations. A copy of the Certificate of Designations, which became effective upon filing on August 4, 2022, is filed as Exhibit 3.1 hereto and incorporated by reference herein.

### **Item 7.01 Regulation FD Disclosure**

A copy of the Company's press release announcing the special dividend is attached hereto as Exhibit 99.1. The Company has provided additional information about the AMC Preferred Equity Unit dividend on its website at <http://investor.amctheatres.com/stock-information/APE-Dividend-Info>, including the AMC Preferred Equity Unit Summary attached hereto as Exhibit 99.2 and an Open Letter to Shareholders attached hereto as Exhibit 99.3.

The information in this Item 7.01 disclosure is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or otherwise subject to the liabilities under that Section. In addition, the information in this Item 7.01 disclosure, shall not be incorporated by reference into the filings of AMC Entertainment Holdings, Inc. under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

#### **Item 8.01 Other Events**

On August 4, 2022, the Company announced that its Board of Directors declared a special dividend of one AMC Preferred Equity Unit (an “**AMC Preferred Equity Unit**”) for each share of Common Stock outstanding at the close of business on August 15, 2022, the record date. However, the AMC Preferred Equity Unit dividend is expected to be paid as of the close of business on August 19, 2022. The NYSE has established August 22, 2022 as the ex-dividend date. If an investor sells Common Stock before the ex-dividend date of August 22, 2022, that investor will not be entitled to the AMC Preferred Equity Unit dividend on the shares that are sold. Alternatively, if investors buy Common Stock before the ex-dividend date of August 22, 2022, such investor will be entitled to receive the AMC Preferred Equity Unit dividend on the shares purchased. **Investors who trade during this period should consult with their broker.**

Each AMC Preferred Equity Unit is a depositary share and represents an interest in one one-hundredth (1/100th) of a share of Preferred Stock. Each AMC Preferred Equity Unit is designed to have the same economic and voting rights as a share of Common Stock, as described herein. The AMC Preferred Equity Units will be evidenced by a depositary receipt pursuant to a Deposit Agreement (the “**Deposit Agreement**”) among the Company, Computershare Inc. and Computershare Trust Company, N.A., collectively acting as depositary and conversion agent (together, the “**Depositary**”). The Company will deposit the underlying shares of the Preferred Stock with the Depositary pursuant to the Deposit Agreement. Subject to the terms of the Deposit Agreement, the AMC Preferred Equity Units will be entitled to all the rights and preferences of the Preferred Stock, as applicable, in proportion to the fraction of a share of Preferred Stock the AMC Preferred Equity Units represent.

Each AMC Preferred Equity Unit, by virtue of its interest in the underlying Preferred Stock:

- is automatically convertible into one (1) share of Common Stock upon effectiveness of the Common Stock Amendment (as defined below), subject to any adjustments described in the Certificate of Designations. Upon effectiveness of the Common Stock Amendment, each share of Preferred Stock will convert into one hundred (100) shares of Common Stock and each AMC Preferred Equity Unit in turn will represent an interest in one (1) share of Common Stock and such shares of Common Stock will be distributed upon conversion to holders of the AMC Preferred Equity Units on a one-to-one basis, subject to the terms described in the Deposit Agreement and any adjustments described in the Certificate of Designations;
- participates in any dividends on an as-converted basis;
- votes together with the Common Stock on certain matters, including the Common Stock Amendment; and
- represents a liquidation value of \$0.0001 in preference to the Common Stock.

Trading of the AMC Preferred Equity Units on the New York Stock Exchange (the “**NYSE**”) will commence on August 22, 2022 (the ex-dividend date) and at that time holders of Common Stock will no longer be entitled to receive the AMC Preferred Equity Unit dividend. The Preferred Stock will not be listed.

To provide for the authorization of a sufficient number of authorized and unissued and unreserved shares of the Common Stock into which the Preferred Stock (and, by virtue of such conversion, AMC Preferred Equity Units) can convert in full, the Company may seek to obtain the requisite stockholder approval, at such time or times as the board of directors in its sole discretion shall determine, of an amendment to its certificate of incorporation to increase the number of authorized shares of Common Stock to a number at least sufficient to permit the full conversion of the then-outstanding shares of Preferred Stock into Common Stock, or to such higher number of authorized shares of Common Stock (which may be issued for any purpose) as the Company’s Board of Directors may determine in its sole discretion (the “**Common Stock Amendment**”). Under Delaware law, the affirmative vote of holders of at least a majority in voting power of the Company’s outstanding capital stock will be required for stockholder approval of the Common Stock Amendment. The holders of the AMC Preferred Equity Units will be entitled to vote on the Common Stock Amendment.

Once listed on the NYSE, the AMC Preferred Equity Units will be a new issue of securities with no established trading market and may be subject to wide fluctuations in trading price and trading volume, including in response to numerous factors, many of which are beyond the Company's control, such as trading dynamics unrelated to the Company's underlying business, or macro or industry fundamentals. Further, because each AMC Preferred Equity Unit initially represents the right to ultimately receive one (1) share of Common Stock upon effectiveness of the Common Stock Amendment, and is otherwise designed to bear equivalent economic and voting rights as the Common Stock, if a trading market develops in the AMC Preferred Equity Units, the market price of the AMC Preferred Equity Units may be correlated with the market price of the shares of Common Stock. The market prices and trading volume of the shares of Common Stock have recently experienced, and may continue to experience, extreme volatility, which we believe has been widely publicized and with respect to which we refer investors to our public filings. An investment in the AMC Preferred Equity Units is expected to involve the same risks, including those associated with extreme volatility, as an investment in Common Stock.

The Company expects that the AMC Preferred Equity Units will serve as a "currency" to raise additional equity capital to strengthen its balance sheet, including debt repayments, and provide capital for opportunistic and value-enhancing and transformative acquisitions and/or investments. Any dilution caused by future sales of AMC Preferred Equity Units could adversely affect the market price of the AMC Preferred Equity Units and the Common Stock.

The foregoing description of the AMC Preferred Equity Units, Preferred Stock, Certificate of Designations and Deposit Agreement do not purport to be complete, and are qualified in their entirety by reference to the Certificate of Designations and Deposit Agreement attached hereto as Exhibits 3.1 and 4.1 respectively.

#### Item 9.01 Financial Statements and Exhibits

Exhibit Number	Exhibit Description
<a href="#">3.1</a>	<a href="#">Certificate of Designations for the Series A Convertible Participating Preferred Stock.</a>
<a href="#">4.1</a>	<a href="#">Deposit Agreement among AMC Entertainment Holdings, Inc., Computershare Inc. and Computershare Trust Company, N.A., dated as of August 4, 2022.</a>
<a href="#">4.2</a>	<a href="#">Form of Depositary Receipt (included as part of Exhibit 4.1).</a>
<a href="#">10.1</a>	<a href="#">Fourth Amendment to the AMC Entertainment Holdings, Inc. 2013 Equity Incentive Plan, effective as of August 15, 2022.</a>
<a href="#">99.1</a>	<a href="#">Press Release, dated August 4, 2022, related to the special dividend of AMC Preferred Equity Units.</a>
<a href="#">99.2</a>	<a href="#">AMC Preferred Equity Unit Summary, dated August 4, 2022.</a>
<a href="#">99.3</a>	<a href="#">Open Letter to Shareholders, dated August 4, 2022.</a>
104	Cover Page Interactive Data File – The cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.

**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.

Date: August 4, 2022

AMC ENTERTAINMENT HOLDINGS, INC.

By: /s/ Sean D. Goodman

Name: Sean D. Goodman

Title: Executive Vice President and Chief Financial Officer

**CERTIFICATE OF DESIGNATIONS  
OF  
SERIES A CONVERTIBLE PARTICIPATING PREFERRED STOCK  
OF  
AMC ENTERTAINMENT HOLDINGS, INC.**

Pursuant to Section 151 of the  
General Corporation Law of the State of Delaware

AMC Entertainment Holdings, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify:

That, pursuant to the authority granted to and vested in the Board of Directors of the Corporation (the "Board") in accordance with the provisions of the Corporation's Amended and Restated Certificate of Incorporation and applicable law, the Board by resolution adopted on July 28, 2022: (i) authorized and established, pursuant to Section 151 of the DGCL, a series of preferred stock of the Corporation classified as "Series A Convertible Participating Preferred Stock" and approved the form of Certificate of Designations thereof and (ii) established and designated a pricing committee of the Board (the "Pricing Committee"), pursuant to Section 141(c)(2) of the DGCL, and conferred upon the Pricing Committee the power and authority of the Board, to the fullest extent permitted by law, to, among other things, determine the final terms of the Certificate of Designations of the Series A Convertible Participating Preferred Stock.

That the Pricing Committee, through action by written consent on August 4, 2022, pursuant to the authority conferred upon the Pricing Committee by the Board, adopted the following resolution approving the final terms of the Certificate of Designations in accordance with its delegation by the Board:

**"NOW, THEREFORE, BE IT RESOLVED**, the Certificate of Designations, setting forth the designations, rights, preferences, powers, restrictions and limitations of the Series A Convertible Participating Preferred Stock is hereby authorized and approved and an Authorized Officer (as defined therein) of the Company, any one of whom may act without the joinder of any of the others, be, and each of them hereby is, authorized, empowered and directed to execute and file with the office of the Secretary of State of the State of Delaware the Certificate of Designations, in the form attached hereto as Exhibit A."

**IN WITNESS WHEREOF**, this Certificate of Designations is executed on behalf of the Corporation by its duly authorized officer this 4th day of August, 2022.

**AMC ENTERTAINMENT HOLDINGS, INC.**

/s/ Kevin M. Connor

Name: Kevin M. Connor

Title: Senior Vice President, General Counsel and Secretary

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**CERTIFICATE OF DESIGNATIONS  
OF  
SERIES A CONVERTIBLE PARTICIPATING PREFERRED STOCK  
OF  
AMC ENTERTAINMENT HOLDINGS, INC.**

Pursuant to the authority vested in the Board of Directors (the "Board") by the Amended and Restated Certificate of Incorporation (as amended and/or restated from time to time, the "Certificate of Incorporation") of AMC Entertainment Holdings, Inc. (the "Corporation"), the Board does hereby designate, create, authorize and provide for the issue of a series of preferred stock, \$0.01 par value per share, which shall be designated as Series A Convertible Participating Preferred Stock (the "Preferred Stock") consisting of 10,000,000 shares having the following voting powers, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof as follows:

**SERIES A CONVERTIBLE PARTICIPATING PREFERRED STOCK**

**Section I. Definitions**

"Additional Shares of Common Stock" has the meaning specified in Section VI(c).

"Adjustment Event" has the meaning specified in Section VII(d).

"Amendment" means the Amendment to the Certificate of Incorporation increasing the number of shares of Common Stock that the Corporation is authorized to issue from 524,173,073 to such higher number of authorized shares of Common Stock as the Board may at any time determine in its sole discretion, which amount shall be not less than an amount sufficient to effect the conversion of the then-outstanding shares of Preferred Stock into Common stock.

"Applicable Conversion Rate" means the Initial Conversion Rate, subject to adjustment pursuant to Sections VI and VII for any such event occurring subsequent to the initial determination of such rate.

"Board" has the meaning specified in the preamble.

"Certificate of Incorporation" has the meaning specified in the preamble.

"Closing Date" means the date that the Preferred Stock is first issued.

"Common Equivalent Dividend Amount" has the meaning specified in Section III(a).

"Common Stock" means the Class A common stock, \$0.01 par value per share, of the Corporation.

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“Conversion Date” means the first business day following the receipt of Stockholder Approval and the filing, acceptance and effectiveness of the Amendment with the Office of the Secretary of State of the State of Delaware.

“Corporation” has the meaning specified in the preamble.

“Exchange Property” has the meaning specified in Section VII(a).

“Holder” means the Person in whose name the shares of Preferred Stock are registered, which may be treated by the Corporation as the absolute owner of the shares of Preferred Stock for the purpose of making payment and settling conversion and for all other purposes.

“Initial Conversion Rate” means, one-hundred (100) shares of Common Stock for each share of Preferred Stock.

“Junior Securities” shall have the meaning specified in Section V(a).

“Liquidation Preference” means, for each share of Preferred Stock, an amount equal to \$0.01.

“Parity Securities” shall have the meaning specified in Section V(a).

“Person” means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint-stock company, limited liability company or trust.

“Preferred Stock” has the meaning specified in the preamble.

“Record Date” means, with respect to any dividend, distribution or other transaction or event in which the holders of the Common Stock (or other applicable security) have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Stock (or other applicable security) entitled to receive such cash, securities or other property (whether such date is fixed by the Board or a duly authorized committee of the Board or by statute, contract or otherwise).

“Reorganization Event” has the meaning specified in Section VII(a).

“Senior Securities” shall have the meaning specified in Section V(a).

“Stockholder Approval” means the requisite approval by the requisite stockholders of the Corporation of the Amendment.

## **Section II. Automatic Conversion**

(a) Upon the terms and in the manner set forth in this Section II, at 9:30 a.m., New York City time, on the Conversion Date, each share of Preferred Stock will automatically convert into an amount of fully-paid and non-assessable shares of Common Stock, without any action on the part of Holders or the Corporation, determined in accordance with the Applicable Conversion Rate. The shares of Preferred Stock so converted will be cancelled as described in paragraph (b) below. The Corporation may seek Stockholder Approval at such time or times as the Board in its sole discretion shall determine.



(b) As promptly as practicable after the Conversion Date, the Corporation shall provide written notice of the conversion to each Holder stating the Conversion Date and the number of shares of Common Stock issued upon conversion of each share of Preferred Stock held of record by such Holder and subject to conversion. Immediately upon conversion, the rights of the Holders with respect to the shares of Preferred Stock so converted shall cease and the persons entitled to receive the shares of Common Stock upon the conversion of such shares of Preferred Stock shall be treated for all purposes as having become the record and beneficial owners of such shares of Common Stock. In the event that a Holder shall not by written notice designate the name in which shares of Common Stock and/or cash, securities or other property (including payments of cash in lieu of fractional shares) to be issued or paid upon conversion of shares of Preferred Stock should be registered or paid or the manner in which such shares should be delivered, the Corporation shall be entitled to register and deliver such shares, and make such payment, in the name of the Holder and in the manner shown on the records of the Corporation.

(c) No fractional shares of Common Stock shall be issued upon conversion of shares of Preferred Stock. If more than one share of Preferred Stock shall be surrendered for conversion at any one time by the same Holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Preferred Stock so surrendered. Instead of any fractional shares of Common Stock which would otherwise be issuable upon conversion of any shares of Preferred Stock, the Corporation shall pay an amount in cash (rounded to the nearest cent) equal to the interest in the net proceeds from the sale in the open market by the applicable conversion agent of the aggregate fractional shares of Common Stock that otherwise would have been issuable upon conversion of the Preferred Stock.

(d) The Corporation shall not be required to reserve or keep available, out of its authorized but unissued shares of Common Stock, or to have sufficient authorized shares of Common Stock to cover, the number of shares of Common Stock that would be required to effect the conversion of all of the then-outstanding shares of Preferred Stock prior to the Stockholder Approval.

(e) All shares of Common Stock which may be issued upon conversion of the shares of Preferred Stock will, upon issuance by the Corporation, be validly issued, fully paid and non-assessable.

(f) Effective immediately prior to the Conversion Date, dividends shall no longer be declared on the shares of Preferred Stock and such shares of Preferred Stock shall cease to be outstanding, in each case, subject to the rights of Holders to receive any declared and unpaid dividends on such shares and any other payments to which they are otherwise entitled pursuant to Section III or Section VII.

### Section III. Dividend Rights

(a) From and after the Closing Date to but excluding the Conversion Date, (i) the Holders shall be entitled to receive, when, as and if declared by the Board or any duly authorized committee of the Board, but only out of assets legally available therefor, all cash dividends or distributions (including, but not limited to, regular quarterly dividends) declared and paid or made in respect of the shares of Common Stock, at the same time and on the same terms as holders of Common Stock, in an amount per share of Preferred Stock equal to the product of (x) the Applicable Conversion Rate then in effect and (y) any per share dividend or distribution, as applicable, declared and paid or made in respect of each share of Common Stock (the "Common Equivalent Dividend Amount"), and (ii) the Board or any duly authorized committee thereof may not declare and pay any such cash dividend or make any such cash distribution in respect of Common Stock unless the Board or any duly authorized committee of the Board declares and pays to the Holders, at the same time and on the same terms as holders of Common Stock, the Common Equivalent Dividend Amount per share of Preferred Stock. Notwithstanding any provision in this Section III(a) to the contrary, the Holders shall not be entitled to receive any cash dividend or distribution made with respect to the Common Stock after the Closing Date where the Record Date for determination of holders of Common Stock entitled to receive such dividend or distribution occurs prior to the Closing Date.

(b) Each dividend or distribution declared and paid pursuant to paragraph (a) above will be payable to Holders of record of Preferred Stock as they appear in the records of the Corporation at the close of business on the same day as the Record Date for the corresponding dividend or distribution to the holders of shares of Common Stock.

(c) Except as set forth in this Certificate of Designations, the Corporation shall have no obligation to pay, and the holders of Preferred Stock shall have no right to receive, dividends at any time, including with respect to dividends with respect to Parity Securities or any other class or series of authorized preferred stock of the Corporation. To the extent the Corporation declares dividends on the Preferred Stock and on any Parity Securities but does not make full payment of such declared dividends, the Corporation will allocate the dividend payments on a *pro rata* basis among the holders of the shares of Preferred Stock and the holders of any Parity Securities then outstanding. For purposes of calculating the allocation of partial dividend payments, the Corporation will allocate dividend payments on a *pro rata* basis among the Holders and the holders of any Parity Securities so that the amount of dividends paid per share on the Preferred Stock and such Parity Securities shall in all cases bear to each other the same ratio that payable dividends per share on the shares of the Preferred Stock and such Parity Securities (but without, in the case of any noncumulative preferred stock, accumulation of dividends for prior dividend periods) bear to each other. The foregoing right shall not be cumulative and shall not in any way create any claim or right in favor of Holders in the event that dividends have not been declared or paid in respect of any prior calendar quarter.

(d) No interest or sum of money in lieu of interest will be payable in respect of any dividend payment or payments on Preferred Stock or on such Parity Securities that may be in arrears.

(e) Holders shall not be entitled to any dividends, whether payable in cash, securities or other property, other than dividends (if any) declared and payable on Preferred Stock as specified in this Certificate of Designations.

Notwithstanding any provision in this Certificate of Designations to the contrary, Holders shall not be entitled to receive any dividends for any calendar quarter in which the Conversion Date occurs, except to the extent that any such dividends have been declared by the Board or any duly authorized committee of the Board and the Record Date for such dividend occurs prior to the Conversion Date.

#### **Section IV. Voting**

(a) Prior to the Conversion Date, Holders are entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are then convertible based on the Applicable Conversion Rate as of the record date for determining stockholders entitled to vote (i) on all matters presented to the holders of Common Stock for approval, voting together with the holders of Common Stock as one class, or (ii) whenever the approval or other action of Holders is required by applicable law or by the Certificate of Incorporation; *provided, however* that Holders shall not be entitled to vote together with the Common Stock with respect to any matter at a meeting of the stockholders of the Corporation, which under applicable law or the Certificate of Incorporation requires a separate class vote.

#### **Section V. Rank; Liquidation**

(a) With respect to any dividends or distributions (including, but not limited to, regular quarterly dividends) declared by the Board, the Preferred Stock shall rank (i) senior to any class or series of capital stock of the Corporation hereafter created specifically ranking by its terms junior to any Preferred Stock (“Junior Securities”); (ii) on parity with the Common Stock and any class or series of capital stock of the Corporation created specifically ranking by its terms on parity with the Preferred Stock (“Parity Securities”); and (iii) junior to any class or series of capital stock of the Corporation hereafter created specifically ranking by its terms senior to any Preferred Stock (“Senior Securities”). With respect to distributions of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, except as set forth in (b) below, the Preferred Stock shall rank (i) senior to all of the Common Stock; (ii) senior to any class or series of Junior Securities; (iii) on parity with any class or series of Parity Securities; and (iv) junior to any class or series of Senior Securities.

(b) Subject to any superior liquidation rights of the holders of any Senior Securities of the Corporation and the rights of the Corporation’s existing and future creditors, upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, each Holder shall be entitled to be paid out of the assets of the Corporation legally available for distribution to stockholders, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock and Junior Securities and *pari passu* with any distribution to the holders of Parity Securities: (i) an amount equal to the sum of the Liquidation Preference for each share of Preferred Stock held by such Holder and an amount equal to any dividends declared but unpaid thereon plus (ii) the amount the Holders would have received if, immediately prior to such voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the Preferred Stock had converted into Common Stock (based on the then effective Applicable Conversion Rate and without giving effect to any limitations on conversion set forth herein) and if such amount in this clause (ii) exceeds the amount set forth in (i) above, minus the amount set forth in (i) above, which shall be paid out *pari passu* with any distribution to holders of the Common Stock and Parity Securities. Holders shall not be entitled to any further payments in the event of any such voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation other than what is expressly provided for in this Section V and will have no right or claim to any of the Corporation’s remaining assets.

(c) For purposes of this Section V, the sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) or all or substantially all of the property and assets of the Corporation shall not be deemed a voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Corporation, nor shall the merger, consolidation or any other business combination transaction of the Corporation into or with any other corporation or person or the merger, consolidation or any other business combination of any other corporation or person into or with the Corporation be deemed to be a voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Corporation.

#### **Section VI. Anti-Dilution Adjustments**

(a) In the event the Corporation shall at any time prior to the Conversion Date issue Additional Shares of Common Stock, then the Applicable Conversion Rate shall be adjusted, concurrently with such issue, to a rate determined in accordance with the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

(b) For purposes of the foregoing formula, the following definitions shall apply:

(i) “CR<sub>0</sub>” shall mean the Applicable Conversion Rate in effect immediately before the close of business on the Record Date or effective date, as applicable, for such issuance of Additional Shares of Common Stock;

(ii) “CR<sub>1</sub>” shall mean the Applicable Conversion Rate in effect immediately after the close of business of the Record Date or effective date, as applicable, of such issuance of Additional Shares of Common Stock;

(iii) “OS<sub>0</sub>” shall mean the number of shares of Common Stock outstanding immediately prior to such issuance of Additional Shares of Common Stock; and

(iv) “OS<sub>1</sub>” shall mean the number of shares of Common Stock outstanding immediately following such issuance of Additional Shares of Common Stock.

(c) For the purposes of this Section VI, “Additional Shares of Common Stock” shall mean all shares of Common Stock issued (or deemed to be issued) by the Corporation after the Closing Date and prior to the Conversion Date as a distribution, dividend, stock split, stock combination or other similar recapitalization with respect to the Common Stock (in each case excluding an issuance solely pursuant to a Reorganization Event).

(d) Notwithstanding the foregoing, if any distribution, dividend, stock split, stock combination or other similar recapitalization with respect to the Common Stock as described above is declared or announced, but not so paid or made, then the Applicable Conversion Rate in effect will be readjusted, effective as of the date the Board, or any officer acting pursuant to authority conferred by the Board, determines not to pay such distribution or dividend or to effect such stock split or stock combination or other similar recapitalization, to the Applicable Conversion Rate that would then be in effect had such dividend, distribution, stock split, stock combination or similar recapitalization not been declared or announced.

#### **Section VII. Adjustments**

(a) Upon the occurrence of a Reorganization Event prior to the Conversion Date, each share of Preferred Stock outstanding immediately prior to such Reorganization Event shall, without the consent of Holders, automatically convert into the types and amounts of securities, cash, and other property that is or was receivable in such Reorganization Event by a holder of the number of shares of Common Stock into which such share of Preferred Stock was convertible immediately prior to such Reorganization Event in exchange for such shares of Common Stock (such securities, cash, and other property, the "Exchange Property"). The Holders shall not have any separate class vote on any Reorganization Event. A "Reorganization Event" shall mean:

(i) any consolidation, merger, or conversion of the Corporation with or into another person, in each case pursuant to which the Common Stock will be converted into cash, securities, or other property of the Corporation or another person;

(ii) any sale, transfer, lease, or conveyance to another person of all or substantially all of the consolidated assets of the Corporation and its subsidiaries, taken as a whole, in each case pursuant to which the Common Stock will be converted into cash, securities, or other property; or

(iii) any reclassification of the Common Stock into securities other than the Common Stock.

(b) In the event that holders of the shares of the Common Stock have the opportunity to elect the form of consideration to be received in such Reorganization Event, the consideration that the Holders are entitled to receive upon conversion shall be deemed to be the weighted average of the types and amounts of consideration actually received, per share of Common Stock, by the Holders, unless the Holders have the opportunity to elect the form of consideration to be received in such Reorganization Event.

(c) The Corporation (or any successor) shall, within 20 days of the occurrence of any Reorganization Event, provide written notice to the Holders of such occurrence of such event and of the type and amount of the cash, securities or other property that constitutes the Exchange Property. Failure to deliver such notice shall not affect the operation of this Section VII.

(d) Other than with respect to an issuance of Additional Shares of Common Stock pursuant to Section VI, if at any time prior to the Conversion Date, the Corporation issues to all holders of the Common Stock shares of securities or assets of the Corporation (other than shares of Common Stock or cash) as a dividend on the Common Stock, or the Corporation issues to all holders of the Common Stock certain rights or warrants entitling them for a period of 60 days or less to purchase shares of Common Stock at less than the current market value of the Common Stock at that time, or the Corporation purchases shares of Common Stock pursuant to a tender offer or exchange offer generally available to holders of Common Stock (subject to customary securities laws limitations) at above the current market value of the Common Stock at that time, and in each such case the Record Date with respect to such event (or the date such event is effective, as the case may be) occurs on or after the Closing Date and prior to the Conversion Date (each, an "Adjustment Event"), then the Corporation will make such provision (i) to extend such tender offer or exchange offer on equivalent terms to Holders or (ii) as is necessary so that the Holder receives (upon cancellation of such shares of Preferred Stock in the event of a tender offer or exchange offer) the same dividend or other asset or property, if any, as it would have received in connection with such Adjustment Event if it had been the holder on the Record Date (or the date such event is effective, as the case may be) of the number of shares of Common Stock into which the shares of Preferred Stock held by such Holder are then convertible, or, to the extent that it is not reasonably practicable for the Corporation to make such provision, the Applicable Conversion Rate or other terms of the Preferred Stock shall be adjusted to provide the Holder with an economic benefit comparable to that which it would have received had such provision been made; it being understood that this paragraph (c) shall not apply to the extent that any Holder participates, or is permitted to participate, on a *pro rata* as-converted basis with the holders of Common Stock.

#### **Section VIII. Reports as to Adjustments**

Whenever the number of shares of Common Stock into which the shares of the Preferred Stock are convertible is adjusted as provided in Section VI or Section VII, the Corporation shall promptly compute such adjustment and furnish to the Holders a certificate, signed by the principal financial officer or treasurer of the Corporation, setting forth the number of shares of Common Stock into which each share of the Preferred Stock is convertible as a result of such adjustment, a brief statement of the facts requiring such adjustment and the computation thereof and when such adjustment will become effective. Amounts resulting from any calculation hereunder will be rounded to the nearest 1/10,000th.

#### **Section IX. Exclusion of Other Rights**

Except as may otherwise be required by law, the shares of Preferred Stock shall not have any voting powers, preferences or relative, participating, optional or other special rights, other than those specifically set forth herein (as this Certificate of Designations may be amended from time to time) and in the Certificate of Incorporation. The shares of Preferred Stock shall have no preemptive or subscription rights.

#### **Section X. Severability of Provisions**

If any voting powers, preferences or relative, participating, optional or other special rights of the Preferred Stock and qualifications, limitations and restrictions thereof set forth in this Certificate of Designations (as this Certificate of Designations may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other voting powers, preferences and relative, participating, optional and other special rights of Preferred Stock and qualifications, limitations and restrictions thereof set forth in this Certificate of Designations (as so amended) which can be given effect without the invalid, unlawful or unenforceable voting powers, preferences or relative, participating, optional or other special rights of Preferred Stock and qualifications, limitations and restrictions thereof shall, nevertheless, remain in full force and effect, and no voting powers, preferences or relative, participating, optional or other special rights of Preferred Stock or qualifications, limitations and restrictions thereof herein set forth shall be deemed dependent upon any other such voting powers, preferences or relative, participating, optional or other special rights of Preferred Stock or qualifications, limitations and restrictions thereof unless so expressed herein.

#### **Section XI. Reissuance of Preferred Stock**

Consistent with Section 243 of the DGCL, shares of Preferred Stock that have been issued and reacquired in any manner, including shares purchased by the Corporation or exchanged or converted, may not be reissued and shall (upon compliance with any applicable provisions of the laws of the State of Delaware) be retired and cancelled promptly after acquisition thereof. All such shares shall upon their cancellation have the status of authorized but unissued shares of preferred stock of the Corporation undesignated as to series and may be designated or redesignated and issued or reissued, as the case may be, as part of any series of preferred stock of the Corporation. The Corporation may from time to time take such appropriate action as may be necessary to reduce the authorized number of shares of Preferred Stock.

#### **Section XII. Additional Authorized Shares**

Notwithstanding anything set forth in the Certificate of Incorporation or this Certificate of Designations to the contrary, the Board or any authorized committee of the Board, without the vote of the Holders, may increase or decrease the number of authorized shares of Preferred Stock or other stock ranking junior or senior to, or on parity with, the Preferred Stock as to dividends and the distribution of assets upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

#### **Section XIII. Determinations**

The Corporation shall be solely responsible for making all calculations called for hereunder. Absent manifest error, such calculations shall be final and binding on all Holders. The Corporation shall have the power to resolve any ambiguity and its action in so doing, as evidenced by a resolution of the Board, shall be final and conclusive unless clearly inconsistent with the intent hereof. Amounts resulting from any calculation will be rounded, if necessary, to the nearest one ten-thousandth, with five one-hundred thousandths being rounded upwards.

#### **Section XIV. No Redemption**

The Corporation may not, at any time, redeem the outstanding shares of the Preferred Stock.

**Section XV. Repurchases**

Subject to the limitations imposed herein, the Corporation may purchase and sell shares of Preferred Stock from time to time to such extent, in such manner, and upon such terms as the Board or any duly authorized committee of the Board may determine.

**Section XVI. No Sinking Fund**

Shares of Preferred Stock are not subject to the operation of a sinking fund.

**Section XVII. Notices**

All notices, requests and other communications to each Holder shall be in writing (including facsimile transmission) and shall be given at the address of such Holder as shown on the books of the Corporation. A Holder may waive any notice required hereunder by a writing signed before or after the time required for notice or the action in question.

**Section XVIII. No Share Certificates**

Notwithstanding anything to the contrary contained in this Certificate of Designations, no shares of Preferred Stock shall be issued in physical, certificated form. All shares of Preferred Stock shall be evidenced by book-entry on the books and records of the Computershare Trust Company, N.A. or such other Person as determined by the Corporation.

**Section XIX. Other Amendments**

Notwithstanding anything to the contrary contained herein, while any Preferred Stock is issued and outstanding, the Certificate of Incorporation shall not be amended in any manner, including in a merger or consolidation, which would alter, change or repeal the powers, preferences or special rights of the Preferred Stock so as to affect them materially and adversely without the affirmative vote of the Holders of at least two-thirds of the outstanding shares of Preferred Stock, voting together as a single class.



**DEPOSIT AGREEMENT**

**by and among**

**AMC ENTERTAINMENT HOLDINGS, INC.  
as Issuer**

**and**

**COMPUTERSHARE INC.**

**and**

**COMPUTERSHARE TRUST COMPANY, N.A.,  
jointly as Depositary**

**and**

**THE HOLDERS FROM TIME TO TIME OF THE DEPOSITARY RECEIPTS DESCRIBED HEREIN**

**Dated August 4, 2022**

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## DEPOSIT AGREEMENT

DEPOSIT AGREEMENT, dated August 4, 2022, by and among (i) AMC Entertainment Holdings, Inc., a Delaware corporation (the “Corporation”); (ii) Computershare Inc., a Delaware corporation (“Computershare”), and its affiliate, Computershare Trust Company, N.A., a federally chartered trust company (the “Trust Company” and, together with Computershare, jointly the “Depository”) and (iii) the Record Holders from time to time of the Receipts described in this Deposit Agreement.

WHEREAS, the Corporation desires to appoint Computershare and the Trust Company jointly as Depository;

WHEREAS, Computershare and the Trust Company each desires to accept such appointment and perform the services related to such appointment;

WHEREAS, it is desired to provide, as hereinafter set forth in this Deposit Agreement, for the deposit of shares of the Preferred Stock (as defined herein) of the Corporation from time to time with the Depository for the purposes set forth in this Deposit Agreement and for the issuance hereunder of Receipts (as defined herein) evidencing AMC Preferred Equity Units (as defined herein) in respect of shares of the Preferred Stock so deposited; and

WHEREAS, the Receipts are to be substantially in the form of Exhibit A attached hereto, with appropriate insertions, modifications and omissions, as hereinafter provided in this Deposit Agreement;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

### ARTICLE I DEFINED TERMS

1.1 Definitions. The following definitions shall for all purposes, unless otherwise indicated, apply to the respective terms used in this Deposit Agreement:

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with, such other Person. For the purpose of this definition, “controlling,” “controlled by” or “under common control with” mean the ownership, direct or indirect, of the power to direct or cause the direction of the operation or management and policies of a Person, whether through the ownership or control of voting interests, by contract or otherwise.

“AMC Preferred Equity Units” means the depositary shares, each representing a one one-hundredth (1/100th) interest in one share of the Preferred Stock, and evidenced by a Receipt.

“Certificate of Designations” shall mean the Certificate of Designations of Series A Convertible Participating Preferred Stock of the Corporation with respect to the Preferred Stock filed with the Secretary of State of the State of Delaware establishing the Preferred Stock as a series of preferred stock of the Corporation.

“Computershare” shall be defined as indicated in the preamble.

“Conversion Date” has the meaning set forth in Section 2.8.

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“Corporation” shall be defined as indicated in the preamble and shall include any successors of the Corporation.

“Deposit Agreement” means this Deposit Agreement, as amended or supplemented from time to time in accordance with the terms hereof.

“Depository” shall be defined as indicated in the preamble and shall include any successor as Depository hereunder.

“Depository’s Agent” means an agent appointed by the Depository pursuant to Section 7.6.

“Depository’s Office” shall mean the office of the Depository at which at any particular time its depository receipt business shall be administered, which is currently in Canton, Massachusetts.

“DTC” means The Depository Trust Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Exchange Event” means with respect to any Global Registered Receipt: (i) (A) the Global Receipt Depository which is the Holder of such Global Registered Receipt notifies the Corporation that it is no longer willing or able to properly discharge its responsibilities under any Letter of Representations or that it is no longer eligible or in good standing under the Exchange Act, and (B) the Corporation has not appointed a qualified successor Global Receipt Depository within ninety (90) calendar days after the Corporation received such notice, or (ii) the Corporation in its sole discretion notifies the Depository in writing that the Receipts or portion thereof issued or issuable in the form of one or more Global Registered Receipts shall no longer be represented by such Global Registered Receipt.

“Funds” has the meaning set forth in Section 2.10.

“Global Receipt Depository” means, with respect to any Receipt issued hereunder, DTC or such other entity designated as Global Receipt Depository by the Corporation in or pursuant to this Deposit Agreement, which entity must be, to the extent required by any applicable law or regulation, a clearing agency registered under the Exchange Act.

“Global Registered Receipt” means a global registered Receipt registered in the name of a nominee of the Global Receipt Depository.

“Letter of Representations” means any applicable agreement among the Corporation, the Depository and a Global Receipt Depository with respect to such Global Receipt Depository’s rights and obligations with respect to any Global Registered Receipt, as the same may be amended, supplemented, restated or otherwise modified from time to time and any successor agreement thereto.

“Notice of Conversion” has the meaning set forth in Section 2.8.

“Person” means any natural person, partnership, joint venture, firm, corporation, limited liability company, limited liability partnership, unincorporated association, trust or other entity, and shall include any successor (by merger or otherwise) of the foregoing.

“Preferred Stock” means the shares of the Corporation’s Series A Convertible Participating Preferred Stock, par value \$0.01 per share, designated in the Certificate of Designations.

“Receipt” means one of the depositary receipts issued hereunder, substantially in the form set forth as Exhibit A hereto, whether in definitive or temporary form, or in registered book-entry form, and evidencing the number of AMC Preferred Equity Units with respect to shares of the Preferred Stock held of record by the Record Holder of such AMC Preferred Equity Units.

“Record Holder” or “Holder” as applied to a Receipt means the Person in whose name such Receipt is registered on the books of the Depositary maintained for such purpose.

“Registrar” shall mean the Trust Company and Computershare, jointly, or such other successor bank or trust company which shall be appointed by the Corporation to register ownership and transfers of Receipts and the deposited Preferred Stock as herein provided; and if a successor Registrar shall be so appointed, references herein to “the books” of or maintained by the Depositary shall be deemed, as applicable, to refer as well to the register maintained by such Registrar for such purpose.

“Securities Act” means the Securities Act of 1933, as amended.

“Signature Guarantee” has the meaning set forth in Section 2.1.

“Transfer Agent” shall mean the Trust Company and Computershare, jointly, or such other successor bank or trust company which shall be appointed by the Corporation to transfer the Receipts or the deposited shares of Preferred Stock, as the case may be, as herein provided.

“Trust Company” shall be defined as indicated in the preamble.

## ARTICLE II

### FORM OF RECEIPTS, DEPOSIT OF THE PREFERRED STOCK, EXECUTION AND DELIVERY, TRANSFER, BOOK-ENTRY SYSTEM AND SURRENDER OF RECEIPTS

2.1 Form and Transfer of Receipts. Receipts may be issued, in accordance with the instructions of the Corporation, in book-entry form, as described in Section 2.9, or in physical form, whether as definitive or temporary Receipts. References herein to “execution” of a Receipt, in the case of a Receipt in book-entry form, will be understood to refer to the entry and registration by the Depository of the issuance of such Receipt on the books of the Depository. The definitive Receipts, if any, shall be substantially in the form set forth in Exhibit A attached to this Deposit Agreement, with appropriate insertions, modifications and omissions, as hereinafter provided (but which do not affect the rights, duties, obligations or immunities of the Depository as set forth in this Deposit Agreement without the Depository’s consent). Pending the preparation of definitive Receipts, the Depository, upon the written order of the Corporation, delivered in compliance with Section 2.2, shall be authorized and instructed to, and shall execute and deliver temporary Receipts which may be printed, lithographed, typewritten, mimeographed or otherwise substantially of the tenor of the definitive Receipts in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the Persons executing such Receipts may determine, as evidenced by their execution of such Receipts. If temporary Receipts are issued, the Corporation and the Depository will cause definitive Receipts to be prepared without unreasonable delay. After the preparation of definitive Receipts, the temporary Receipts shall be exchangeable for definitive Receipts upon surrender of the temporary Receipts at the Depository’s Office or at such other place or places as the Depository shall determine, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Receipts, the Depository is hereby authorized and instructed to, and shall execute and deliver in exchange therefor definitive Receipts representing the same number of AMC Preferred Equity Units as represented by the surrendered temporary Receipt or Receipts registered in the name (and only in the name) of the holder of the temporary Receipt(s); provided that, the Depository has been provided with all necessary information that it may request in order to execute and deliver such definitive Receipt(s). Such exchange shall be made at the Corporation’s expense and without any charge therefor. Until so exchanged, the temporary Receipts shall in all respects be entitled to the same benefits under this Deposit Agreement, and with respect to the Preferred Stock, as definitive Receipts.

No Receipt shall be entitled to any benefits under this Deposit Agreement or be valid or obligatory for any purpose unless it shall have been executed manually, electronically or by the facsimile signature of a duly authorized officer of the Depository or, if a Registrar for the Receipts (other than the Depository) shall have been appointed, by manual, electronic or facsimile signature of a duly authorized officer of the Depository and countersigned by the manual or facsimile signature by a duly authorized officer of such Registrar. The Depository shall record on its books each Receipt so signed and delivered as hereinafter provided. Receipts bearing the manual, electronic or facsimile signature of a duly authorized signatory of the Depository who was at such time a proper signatory of the Depository shall bind the Depository, notwithstanding that such signatory ceased to hold such office prior to the execution and delivery of such Receipts by the Registrar or did not hold such office on the date of issuance of such Receipts.

Receipts shall be in denominations of any number of whole AMC Preferred Equity Units. All Receipts shall be dated the date of their issuance.

Receipts may be endorsed with or have incorporated in the text thereof such legends or recitals or changes not inconsistent with the provisions of this Deposit Agreement, all as may be reasonably required by the Depository and approved by the Corporation or which the Corporation has determined are required to comply with any applicable law or any regulation thereunder or with the rules and regulations of any securities exchange upon which the AMC Preferred Equity Units or the Receipts may be listed for trading or to conform with any usage with respect thereto, or to indicate any special limitations or restrictions to which any particular Receipt is subject (but which do not affect the rights, duties, obligations or immunities of the Depository as set forth in this Deposit Agreement without the Depository’s consent).

Title to AMC Preferred Equity Units evidenced by a Receipt which is properly endorsed or accompanied by a properly executed instrument of transfer accompanied by a guarantee of the signature thereon by a guarantor institution that is a participant in a signature guarantee program approved by the Securities Transfer Association at a guarantee level acceptable to the Transfer Agent (a "Signature Guarantee") or endorsement, shall be transferable by delivery of such Receipt with the same effect as if such Receipt were a negotiable instrument; *provided, however*, that until transfer of any particular Receipt shall be registered on the books of the Depository as provided in Section 2.3, the Depository may, notwithstanding any notice to the contrary, treat the Record Holder thereof at such time as the absolute owner thereof for the purpose of determining the Person entitled to distributions of dividends or other distributions or to any notice provided for in this Deposit Agreement and for all other purposes.

2.2 Deposit of the Preferred Stock; Execution and Delivery of Receipts in Respect Thereof. Subject to the terms and conditions of this Deposit Agreement, the Corporation may from time to time deposit shares of the Preferred Stock under this Deposit Agreement by delivery to the Depository, including via electronic book-entry, of the shares of Preferred Stock to be deposited (or in such other manner as may be agreed to by the Corporation and the Depository), duly endorsed and accompanied, (1) by a duly executed instrument of transfer or endorsement (if required by the Depository), in form reasonably satisfactory to the Depository; (2) an opinion of counsel addressed to the Depository as more fully described in the subsequent paragraph; (3) a certificate, duly executed by an officer of the Corporation that shall include the terms and conditions of the Preferred Stock to be issued by the Corporation and deposited with the Depository from time to time in accordance with the terms hereof and certifying as to the (i) amended and restated certificate of incorporation of the Corporation, (ii) the Bylaws of the Corporation, (iii) the Certificate of Designations of the Preferred Stock, each as then in effect; and (4) a written order of the Corporation directing the Depository to (i) register such shares of the Preferred Stock in uncertificated form by direct registration, and (ii) execute and deliver to, or upon the written order of, the Person or Persons stated in such order a Receipt or Receipts evidencing in the aggregate the number of AMC Preferred Equity Units representing such deposited shares of the Preferred Stock.

The Corporation shall, concurrently with delivery of any Preferred Stock to the Depository, cause to be provided an opinion of counsel to the Corporation authorizing reliance on such counsel's opinion delivered to the underwriters named therein, if applicable, and the Depository, relating to (i) the status of the Preferred Stock and AMC Preferred Equity Units as validly issued, fully paid and non-assessable and (ii) the effectiveness of the registration statement under the Securities Act registering the AMC Preferred Equity Units and Preferred Stock or that no such registration is required.

The shares of the Preferred Stock that are deposited pursuant to this Deposit Agreement shall be held by the Depository at the Depository's Office or at such other place or places as the Depository shall determine. The Depository shall not lend any shares of the Preferred Stock deposited hereunder.

Upon receipt by the Depository of shares of the Preferred Stock deposited in accordance with the provisions of this Section 2.2, together with the other documents required as above specified, and upon recordation of the shares of the Preferred Stock on the books of the Corporation (or its duly appointed transfer agent) in the name of the Depository or its nominee, the Depository, subject to the terms and conditions of this Deposit Agreement, shall execute and deliver to or upon the order of the Person or Persons named in the written order delivered to the Depository referred to in the first paragraph of this Section 2.2, a Receipt or Receipts evidencing in the aggregate the number of AMC Preferred Equity Units representing the shares of the Preferred Stock so deposited and registered in such name or names as may be requested by such Person or Persons. The Depository shall execute and deliver such Receipt or Receipts at the Depository's Office or such other offices, if any, as the Depository may designate. Delivery at other offices shall be at the risk and expense of the Person requesting such delivery.

2.3 Registration of Transfer of Receipts. Subject to the express terms and conditions of this Deposit Agreement, the Trust Company and Computershare, jointly, as Transfer Agent and Registrar for the Receipts, shall register on its books from time to time transfers of Receipts upon any surrender thereof by the Holder in person or by duly authorized attorney, properly endorsed or accompanied by a properly executed instrument of transfer or endorsement, including a Signature Guarantee and any other reasonable evidence of authority that may be required by the Transfer Agent, together with (if applicable) evidence of the payment of any taxes or charges as may be required by law. Thereupon, the Depositary shall execute a new Receipt or Receipts evidencing the same aggregate number of AMC Preferred Equity Units as those evidenced by the Receipt or Receipts surrendered and deliver such new Receipt or Receipts to or upon the order of the Person entitled thereto.

The Depositary shall not be required to (i) issue, transfer or exchange any Receipts beginning at the opening of business on the day the Notice of Conversion is delivered pursuant to Section 2.8, or (ii) to transfer or exchange for another Receipt any Receipt called for conversion in whole or in part.

2.4 Split-ups and Combinations of Receipts; Surrender of Receipts and Withdrawal of the Preferred Stock. Upon surrender of a Receipt or Receipts at the Depositary's Office or at such other offices as it may designate for the purpose of effecting a split-up, adjustment or combination of such Receipt or Receipts, and the receipt by the Depositary of all other necessary information and documents, and subject to the terms and conditions of this Deposit Agreement, the Depositary shall execute by manual, electronic, or facsimile signature a new Receipt or Receipts in the authorized denomination or denominations requested, evidencing the aggregate number of AMC Preferred Equity Units evidenced by the Receipt or Receipts surrendered, and shall deliver such new Receipt or Receipts to or upon the order of the Holder of the Receipt or Receipts so surrendered; *provided, however*, that the Depositary shall not issue any Receipt evidencing a fractional AMC Preferred Equity Unit.

Any Holder of a Receipt or Receipts may withdraw the number of whole shares of the Preferred Stock and all money and other property, if any, represented thereby by surrendering such Receipt or Receipts at the Depository's Office or at such other offices as the Depository may designate for such withdrawals; *provided, however*, that a Holder of a Receipt or Receipts may not withdraw such whole shares of Preferred Stock (or money and other property, if any, represented thereby) which has previously been called for conversion into common stock in accordance with the terms of the Certificate of Designations. After such surrender and upon the receipt of written instructions from the Holder of such Receipt or Receipts, without unreasonable delay (provided the Corporation has provided the Depository with all necessary documentation), the Depository shall deliver to such Holder, or to the Person or Persons designated by such Holder as hereinafter provided, the number of whole shares of the Preferred Stock and all money and other property, if any, represented by the Receipt or Receipts so surrendered for withdrawal, but Holders of such whole shares of the Preferred Stock will not thereafter be entitled to deposit such shares of the Preferred Stock hereunder or to receive a Receipt evidencing AMC Preferred Equity Units therefor. Delivery of such shares of the Preferred Stock and such money and other property being withdrawn may be made by the delivery of such certificates, documents of title and other instruments as the Depository may deem appropriate, which, if required by the Depository, shall be properly endorsed or accompanied by proper instruments of transfer. Neither the Corporation nor the Depository shall be obligated to make the Preferred Stock eligible for delivery through the book-entry system of DTC. If a Receipt delivered by the Holder to the Depository in connection with such withdrawal shall evidence a number of AMC Preferred Equity Units in excess of the number of AMC Preferred Equity Units representing the number of whole shares of the Preferred Stock to be withdrawn, the Depository shall at the same time, in addition to such number of whole shares of the Preferred Stock and such money and other property, if any, to be so withdrawn, deliver to such Holder, or subject to Section 2.3 upon such Holder's order, a new Receipt evidencing such excess number of AMC Preferred Equity Units.

Notwithstanding any fractional interests in Preferred Stock underlying the AMC Preferred Equity Units delivered to Holders, in no event will fractional shares of the Preferred Stock (or any cash payment in lieu thereof) be delivered by the Depository or Computershare, as applicable.

If shares of the Preferred Stock and the money and other property, if any, being withdrawn are to be delivered to a Person or Persons other than the Record Holder of the related Receipt or Receipts being surrendered for withdrawal of such shares of the Preferred Stock, such Holder shall execute and deliver to the Depository a written order so directing the Depository and the Depository may require that the Receipt or Receipts surrendered by such Holder for withdrawal of such shares of the Preferred Stock be properly endorsed in blank or accompanied by a properly executed instrument of transfer in blank.

Delivery of shares of the Preferred Stock and the money and other property, if any, represented by Receipts surrendered for withdrawal shall be made by the Depository at the Depository's Office, except that, at the request, risk and expense of the Holder surrendering such Receipt or Receipts and for the account of the Holder thereof, such delivery may be made at such other place as may be designated by such Holder.

**2.5 Limitations on Execution and Delivery, Transfer, Surrender and Exchange of Receipts.** As a condition precedent to the execution and delivery, registration of transfer, split-up, adjustment, combination, surrender or exchange of any Receipt, the Depository, any of the Depository's Agents or the Corporation may require (i) payment to it of a sum sufficient for the payment (or, in the event that the Depository or the Corporation shall have made such payment, the reimbursement to it) of any charges, taxes or expenses payable by the Holder of a Receipt pursuant to Section 5.7 (including any such tax or charge with respect to the shares of Preferred Stock being deposited or withdrawn or any charges or expense pursuant to Section 3.2), (ii) the production of evidence satisfactory to it as to the identity and genuineness of any signature (which evidence may include a Signature Guarantee), and (iii) any other reasonable evidence of authority that may be required by the Depository, and may also require compliance with such requirements, if any, as the Depository or the Corporation may establish consistent with the provisions of this Deposit Agreement and/or applicable law and as may be required by any securities exchange on which the Preferred Stock, the AMC Preferred Equity Units or the Receipts may be listed.



The deposit of shares of the Preferred Stock may be refused, the delivery of Receipts against shares of the Preferred Stock may be suspended, the registration of transfer of Receipts may be refused and the registration of transfer, surrender or exchange of outstanding Receipts may be suspended (i) during any period when the register of stockholders of the Corporation is closed or (ii) if any such action is deemed necessary or advisable by the Depositary, any of the Depositary's Agents or the Corporation at any time or from time to time because of any requirement of law or of any government or governmental body or commission or under any provision of this Deposit Agreement.

2.6 Lost Receipts, etc. In case any Receipt shall be mutilated, destroyed, lost or stolen, the Depositary in its discretion may, absent notice to the Depositary that such Receipt has been acquired by a *bona fide* purchaser, execute and deliver a Receipt of like form and tenor in exchange and substitution for such mutilated Receipt upon cancellation thereof, or in lieu of and in substitution for such destroyed, lost or stolen Receipt, only upon (i) the filing by the Holder thereof with the Depositary of evidence satisfactory to the Depositary of such destruction or loss or theft of such Receipt, of the authenticity thereof and of the Holder's ownership thereof; (ii) the Holder thereof furnishing the Depositary with an affidavit and an open penalty surety bond or other indemnity reasonably satisfactory to the Depositary, holding the Depositary and the Corporation harmless; and (iii) the payment of any reasonable expenses in connection with such execution and delivery. Such Holder shall also comply with such other reasonable regulations and pay such other reasonable charges as the Depositary may prescribe.

2.7 Cancellation and Destruction of Surrendered Receipts. All Receipts surrendered to the Depositary or any Depositary's Agent including Receipts surrendered in connection with any conversion of the Preferred Stock as described in the Certificate of Designations, shall be cancelled by the Depositary. Except as prohibited by applicable law or regulation, the Depositary is authorized and directed to destroy all Receipts so cancelled.

2.8 Conversion of the Preferred Stock. Subject to the Depositary's procedures, whenever the Preferred Stock shall be converted into shares of common stock in accordance with the terms of the Certificate of Designations, the Corporation shall reasonably promptly prior to the Conversion Date (unless otherwise agreed to in writing with the Depositary) give or cause to be given to the Depositary written notice of the date of such proposed conversion of shares of the Preferred Stock and instruction regarding the number of such shares held by the Depositary to be so converted ("Notice of Conversion"), which notice shall be accompanied by a certificate from the Corporation stating that such conversion of shares of the Preferred Stock is in accordance with the provisions of the Certificate of Designations. On the date of such conversion, provided that the Corporation shall then have issued and delivered to the Depositary such number of shares of common stock issuable upon conversion of the Preferred Stock to be converted, in accordance with the provisions of the Certificate of Designations, the Depositary shall cancel the number of AMC Preferred Equity Units representing such shares of the Preferred Stock and deliver in lieu thereof the shares of common stock. The Depositary shall, if requested in writing and provided with all necessary information, transmit the notice of the Corporation's conversion of shares of the Preferred Stock and the proposed simultaneous conversion of the number of AMC Preferred Equity Units representing such shares of the Preferred Stock to be converted by first-class mail, postage prepaid, at the respective last addresses as they appear on the records of the Depositary, or transmit in accordance with the applicable procedures of any Global Receipt Depositary or by such other method approved by the Depositary, in its reasonable discretion, as soon as commercially practicable prior to the date fixed for conversion of such shares of the Preferred Stock and AMC Preferred Equity Units (the "Conversion Date"), to the Record Holders of the Receipts evidencing the AMC Preferred Equity Units to be so converted at the addresses of such Holders as they appear on the records of the Depositary; but neither failure to mail or transmit any such notice of conversion of AMC Preferred Equity Units to one or more such Holders nor any defect in any notice of conversion of AMC Preferred Equity Units to one or more such Holders shall affect the sufficiency of the proceedings for the conversion.

Notice having been mailed or transmitted by the Depositary as aforesaid, from and after the Conversion Date (unless the Corporation shall have failed to issue and deliver new shares of common stock sufficient to convert shares of the Preferred Stock evidenced by the AMC Preferred Equity Units converted) (i) the AMC Preferred Equity Units being converted shall be deemed to no longer be outstanding; (ii) all rights of the Holders of Receipts evidencing such AMC Preferred Equity Units (except the right to receive the common stock) shall, to the extent of such AMC Preferred Equity Units, cease and terminate; and (iii) upon surrender, in accordance with such conversion notice, of the Receipts evidencing any such AMC Preferred Equity Units called for conversion (properly endorsed or assigned for transfer, if the Depositary or applicable law shall so require), such AMC Preferred Equity Units shall be converted by the Depositary at a conversion ratio per AMC Preferred Equity Unit equal to one one-hundredth (1/100th) of the Applicable Conversion Rate (as defined in the Certificate of Designations and which shall be stated in the Notice of Conversion) of the Preferred Stock so converted plus all money and other property, if any, represented by such AMC Preferred Equity Units, including all amounts paid by the Corporation in respect of dividends which on the Conversion Date have been declared on the shares of the Preferred Stock to be so converted and have not theretofore been paid (it being understood that, in accordance with the provisions of the Certificate of Designations, any declared but unpaid dividends payable on a Conversion Date that occurs subsequent to the record date fixed for a dividend period shall not be paid to the Holder of a Receipt entitled to receive shares of common stock on the Conversion Date, but rather shall be paid to the Holder of such Receipt on such record date).

2.9 Book Entry System; Global Registered Form. The Corporation and the Depositary shall make application to DTC, or such other entity designated as Global Receipt Depository by the Corporation, for acceptance of the Receipts for its book-entry settlement system. Any Receipts not held through the book-entry settlement system of the Global Receipt Depository pursuant to this Section 2.9 shall be held in the book-entry system of the Depositary, unless otherwise provided herein, and beneficial interests in such Receipts shall be shown on, and the transfer of such ownership shall be effected through, the records maintained by the Depositary. The Corporation hereby appoints the Depositary acting through any authorized officer thereof as its attorney-in-fact, with full power to delegate, for purposes of executing any agreements, certifications or other instruments or documents necessary or desirable in order to effect the acceptance of such Receipts for eligibility with the Global Receipt Depository. So long as the Receipts are eligible for book-entry settlement with the Global Receipt Depository, if reasonably requested by the Corporation or the Global Receipt Depository and unless otherwise required by law, all AMC Preferred Equity Units with book-entry settlement through the Global Receipt Depository shall be represented by a Global Registered Receipt, which shall be deposited with the Global Receipt Depository (or its designee) evidencing all such AMC Preferred Equity Units and registered in the name of the nominee of the Global Receipt Depository (initially expected to be Cede & Co.). The Depositary or such other entity as is agreed to by the Global Receipt Depository may hold the Global Registered Receipt as custodian for the Global Receipt Depository. Ownership of beneficial interests in the Global Registered Receipt shall be shown on, and the transfer of such ownership shall be effected through, records maintained by (i) the Global Receipt Depository or its nominee for such Global Registered Receipt or (ii) institutions that have accounts with the Global Receipt Depository. The Global Registered Receipt shall bear such legend or legends as may be required by the Global Receipt Depository in order for it to accept the AMC Preferred Equity Units for its book-entry settlement system.

Notwithstanding any other provision of this Deposit Agreement to the contrary, unless otherwise provided in the Global Registered Receipt, a Global Registered Receipt may only be transferred in whole and only by the applicable Global Receipt Depository for such Global Registered Receipt to a nominee of such Global Receipt Depository, or by a nominee of such Global Receipt Depository to such Global Receipt Depository or another nominee of such Global Receipt Depository, or by such Global Receipt Depository or any such nominee to a successor Global Receipt Depository for such Global Registered Receipt selected or approved by the Corporation or to a nominee of such successor Global Receipt Depository.

If the Global Receipt Depository subsequently ceases to make its book-entry settlement system available for the Receipts, the Corporation may instruct the Depository regarding making other arrangements for book-entry settlement. If the Receipts are not eligible for book-entry form, the Depository shall provide written instructions to the Global Receipt Depository to deliver the Global Registered Receipts to the Depository for cancellation and the Corporation shall instruct the Depository to deliver to the beneficial owners of the AMC Preferred Equity Units previously evidenced by the Global Registered Receipts definitive Receipts in physical form or in book-entry form evidencing such AMC Preferred Equity Units, as instructed by the Corporation.

Beneficial owners of AMC Preferred Equity Units through the Global Receipt Depository will not be entitled to receive Receipts in physical, certificated form or have AMC Preferred Equity Units registered in their name, except in the event the Global Receipt Depository ceases to make its book-entry settlement system available, as described herein. Definitive registered Receipts issued in exchange for a Global Registered Receipt pursuant to this Section 2.9 shall be registered in such names and in such authorized denominations as the Global Receipt Depository for such Global Registered Receipt, pursuant to instructions from its participants, shall instruct the Depository in writing. The Depository shall deliver such Receipts to the Persons in whose names such Receipts are so registered.

If an Exchange Event has occurred with respect to any Global Registered Receipt, then, in any such event, the Depository shall, upon receipt of a written order from the Corporation authorizing and directing the Depository to execute and deliver the individual definitive registered or book-entry Receipts in exchange for such Global Registered Receipt, execute and deliver, individual definitive registered Receipts, in authorized denominations and of like terms in an aggregate number of AMC Preferred Equity Units equal to the aggregate number of AMC Preferred Equity Units represented by the Global Registered Receipt being delivered in exchange for such Receipts. The Depository shall have no duties, obligations or liability under this paragraph unless and until such written order has been received by the Depository.

Receipts shall be in denominations of any number of whole AMC Preferred Equity Units. The Corporation shall deliver to the Depository from time to time such quantities of Receipts as the Depository may request to enable the Depository to perform its obligations under this Deposit Agreement.

Notwithstanding anything to the contrary in this Deposit Agreement, the parties hereto shall comply with the terms of each Letter of Representations.

2.10 Receipt of Funds. All funds received by Computershare under this Deposit Agreement that are to be distributed or applied by Computershare in the performance of services hereunder (the "Funds") shall be held by Computershare as agent for the Corporation and deposited in one or more bank accounts to be maintained by Computershare in its name as agent for the Corporation. Until paid pursuant to this Deposit Agreement, Computershare may hold or invest the Funds through such accounts in: (i) obligations of, or guaranteed by, the United States of America, (ii) commercial paper obligations rated A-1 or P-1 or better by Standard & Poor's Corporation ("S&P") or Moody's Investors Service, Inc. ("Moody's"), respectively, (iii) money market funds that comply with Rule 2a-7 of the Investment Company Act of 1940, or (iv) demand deposit accounts, short term certificates of deposit, bank repurchase agreements or bankers' acceptances, of commercial banks with Tier 1 capital exceeding \$1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody's (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). Computershare shall have no responsibility or liability for any diminution of the Funds that may result from any deposit or investment made by Computershare in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party. Computershare may from time to time receive interest, dividends or other earnings in connection with such deposits or investments. Computershare shall not be obligated to pay such interest, dividends or earnings to the Corporation, any Holder or any other party.

### **ARTICLE III CERTAIN OBLIGATIONS OF HOLDERS OF RECEIPTS AND THE CORPORATION**

3.1 Filing Proofs, Certificates and Other Information. Any Holder of a Receipt may be required from time to time to file such proof of residence, or other matters or other information, to execute such certificates and to make such representations and warranties as the Depository or the Corporation may reasonably deem necessary or proper. The Depository or the Corporation may withhold the delivery, or delay the registration of transfer, of any Receipt or withhold or delay the withdrawal of shares of the Preferred Stock represented by the AMC Preferred Equity Units and evidenced by a Receipt or the distribution of any dividend or other distribution or the sale of any rights or of the proceeds thereof until such proof or other information is filed or such certificates are executed or such representations and warranties are made.

3.2 Payment of Taxes or Other Governmental Charges. Holders of Receipts shall be obligated to make payments to Computershare of certain taxes, charges and expenses, as provided in Section 5.7. Registration of transfer of any Receipt or any withdrawal of shares of the Preferred Stock and all money or other property, if any, represented by the AMC Preferred Equity Units evidenced by such Receipt may be refused until any such payment due is made, and any dividends, interest payments or other distributions may be withheld or any part of or all shares of the Preferred Stock or other property represented by the AMC Preferred Equity Units evidenced by such Receipt and not theretofore sold may be sold for the account of the Holder thereof (after attempting by reasonable means to notify such Holder prior to such sale), and such dividends, interest payments or other distributions or the proceeds of any such sale may be applied to any payment of such charges or expenses, with the Holder of such Receipt remaining liable for any deficiency. The Depository or Computershare, as applicable, shall not have any duty or obligation to take any action under any section of this Deposit Agreement that requires the payment of taxes and/or charges unless and until it is satisfied that all such payments have been made.

3.3 Warranty as to the Preferred Stock. The Corporation hereby represents and warrants that shares of the Preferred Stock, when issued, will be duly authorized, validly issued, fully paid and nonassessable. Such representation and warranty shall survive the deposit of shares of the Preferred Stock and the issuance of the related Receipts.

3.4 Warranty as to Receipts and AMC Preferred Equity Units. The Corporation hereby represents and warrants that the Receipts, when issued, will evidence the legal and valid interests in the AMC Preferred Equity Units and each AMC Preferred Equity Unit will represent a legal and valid one one-hundredth (1/100th) interest in a share of the Preferred Stock. Such representation and warranty shall survive the deposit of shares of the Preferred Stock and the issuance of the related Receipts evidencing the AMC Preferred Equity Units.

#### **ARTICLE IV THE DEPOSITED SECURITIES; NOTICES**

4.1 Cash Distributions. Whenever Computershare, as dividend disbursing agent, shall receive any cash dividend or other cash distribution on the Preferred Stock, Computershare shall, subject to Sections 3.1 and 3.2 and, if received, in accordance with written instructions from the Corporation, distribute to Record Holders of Receipts on the record date fixed pursuant to Section 4.4 such amounts of such dividend or distribution as are, as nearly as practicable, in proportion to the respective numbers of AMC Preferred Equity Units evidenced by the Receipts held by such Holders; *provided, however*, that in case the Corporation or Computershare shall be required to withhold and shall withhold from any cash dividend or other cash distribution in respect of the Preferred Stock an amount on account of taxes, the amount made available for distribution or distributed in respect of AMC Preferred Equity Units shall be reduced accordingly. Computershare, as dividend disbursing agent, shall distribute or make available for distribution, as the case may be and, if received, in accordance with the Corporation's written instructions, only such amount, however, as can be distributed without attributing to any Holder of Receipts a fraction of one cent, and any balance not so distributable shall be held by Computershare (without liability for interest thereon) and shall be added to and be treated as part of the next sum received by Computershare for distribution to Record Holders of Receipts then outstanding. Each Holder of a Receipt shall provide the Depository with its certified tax identification number on a properly completed Form W-8 or W-9 or other appropriate form, as may be applicable. Each Holder of a Receipt acknowledges that, in the event of non-compliance with the preceding sentence, the Internal Revenue Code of 1986, as amended, may require withholding by Computershare of a portion of any of the distributions to be made to such Holder hereunder.

4.2 Distributions Other than Cash, Rights, Preferences or Privileges. Whenever the Depositary shall receive any distribution other than cash, rights, preferences or privileges upon the Preferred Stock, the Depositary shall, at the direction of the Corporation, subject to Sections 3.1 and 3.2, distribute to Record Holders of Receipts on the record date fixed pursuant to Section 4.4 such amounts of the securities or property received by it as are, as nearly as practicable, in proportion to the respective numbers of AMC Preferred Equity Units evidenced by such Receipts held by such Holders, in any manner that the Depositary (with the approval of the Corporation) may deem equitable and practicable for accomplishing such distribution. If in the opinion of the Depositary and the Corporation such distribution cannot be made proportionately among such Record Holders, or if for any other reason (including any requirement that the Corporation or the Depositary or Computershare (as applicable) withhold an amount on account of taxes or charges) the Depositary deems, after consultation with the Corporation, such distribution not to be feasible, the Depositary may, with the approval of the Corporation, adopt such method as it deems equitable and practicable for the purpose of effecting such distribution, including the sale (at public or private sale) of the securities or property thus received, or any part thereof, in a commercially reasonable manner. The net proceeds of any such sale shall, subject to Sections 3.1 and 3.2, be distributed or made available for distribution, as the case may be, by Computershare to Record Holders of Receipts as provided by Section 4.1 in the case of a distribution received in cash. The Corporation shall not make any distribution of such securities or property to the Depositary and the Depositary shall not make any distribution of such securities or property to the Holders of Receipts unless the Corporation shall have provided to the Depositary an opinion of counsel stating that such securities or property have been registered under the Securities Act or do not need to be registered in connection with such distributions.

4.3 Subscription Rights, Preferences or Privileges. If the Corporation shall at any time offer or cause to be offered to the Persons in whose names shares of the Preferred Stock is recorded on the books of the Corporation any rights, preferences or privileges to subscribe for or to purchase any securities or any rights, preferences or privileges of any other nature, such rights, preferences or privileges shall in each such instance be communicated to the Depositary in writing and made available by the Depositary to the Record Holders of Receipts in such manner as the Corporation shall direct and the Depositary shall agree, either by the issue to such Record Holders of warrants representing such rights, preferences or privileges or by such other method as may be approved by the Corporation in its discretion with the acknowledgement of the Depositary; *provided, however*, that (i) if at the time of issue or offer of any such rights, preferences or privileges the Corporation determines that it is not lawful or (after consultation with the Depositary) not feasible to make such rights, preferences or privileges available to Holders of Receipts by the issue of warrants or otherwise, or (ii) if and to the extent so instructed by Holders of Receipts who do not desire to exercise such rights, preferences or privileges, then the Corporation, in its discretion (with acknowledgement of the Depositary, in any case where the Corporation has determined that it is not feasible to make such rights, preferences or privileges available), may, if applicable laws or the terms of such rights, preferences or privileges permit such transfer, sell such rights, preferences or privileges at public or private sale, at such place or places and upon such terms as it may deem proper. The net proceeds of any such sale shall be delivered to Computershare and, if received, in accordance with the written instructions of the Corporation and, subject to Sections 3.1 and 3.2, be distributed by Computershare to the Record Holders of Receipts entitled thereto as provided by Section 4.1 in the case of a distribution received in cash.

The Corporation shall notify the Depositary in writing whether registration under the Securities Act of the securities to which any rights, preferences or privileges relate is required in order for Holders of Receipts to be offered or sold the securities to which such rights, preferences or privileges relate, and the Corporation agrees with the Depositary that it will file promptly a registration statement pursuant to the Securities Act with respect to such rights, preferences or privileges and securities and use its best efforts and take all steps available to it to cause such registration statement to become effective sufficiently in advance of the expiration of such rights, preferences or privileges to enable such Holders to exercise such rights, preferences or privileges. In no event shall the Depositary make available to the Holders of Receipts any right, preference or privilege to subscribe for or to purchase any securities unless and until the Depositary has received written notice from the Corporation that such registration statement shall have become effective, or the Corporation shall have provided to the Depositary an opinion of counsel to the effect that the offering and sale of such securities to the Holders are exempt from registration under the provisions of the Securities Act.

The Corporation shall notify the Depositary whether any other action under the laws of any jurisdiction or any governmental or administrative authorization, consent or permit is required in order for such rights, preferences or privileges to be made available to Holders of Receipts, and the Corporation agrees with the Depositary that the Corporation will use its reasonable best efforts to take such action or obtain such authorization, consent or permit sufficiently in advance of the expiration of such rights, preferences or privileges to enable such Holders to exercise such rights, preferences or privileges.

The Depositary will not be deemed to have any knowledge of any item for which it is supposed to receive notification under any section of this Deposit Agreement unless and until it has received such notification in writing.

4.4 Notice of Dividends, etc.; Fixing Record Date for Holders of Receipts. Whenever any cash dividend or other cash distribution shall become payable or any distribution other than cash shall be made, or if rights, preferences or privileges shall at any time be offered, with respect to the Preferred Stock, or whenever the Depositary shall receive notice of any meeting at which Holders of the Preferred Stock are entitled to vote or of which Holders of the Preferred Stock are entitled to notice, or whenever the Depositary and the Corporation shall decide it is appropriate, the Depositary shall in each such instance fix a record date (which shall be the same date as the record date fixed by the Corporation with respect to or otherwise in accordance with the terms of the Preferred Stock) for the determination of the Holders of Receipts who shall be entitled to receive such dividend, distribution, rights, preferences or privileges or the net proceeds of the sale thereof, or to give instructions for the exercise of voting rights at any such meeting, or who shall be entitled to notice of such meeting or for any other appropriate reasons.

4.5 Voting Rights. Subject to the provisions of the Certificate of Designations, upon receipt of notice from the Corporation of any meeting at which the Holders of the Preferred Stock are entitled to vote, the Depositary shall, if requested in writing, as soon as practicable thereafter, mail or transmit by such other method approved by the Depositary, in its reasonable discretion, to the Record Holders of Receipts, as determined on the record date fixed pursuant to Section 4.4, a notice prepared by the Corporation which shall contain (i) such information as is contained in such notice of meeting, (ii) a statement that the Holders may, subject to any applicable restrictions, instruct the Depositary as to the exercise of the voting rights pertaining to the shares of the Preferred Stock represented by their respective AMC Preferred Equity Units (including an express indication that instructions may be given to the Depositary to give a discretionary proxy to a Person designated by the Corporation), and (iii) a brief statement as to the manner in which such instructions may be given. Upon the written request of the Holders of Receipts on the relevant record date, the Depositary shall endeavor insofar as practicable to vote or cause to be voted, in accordance with the instructions set forth in such requests, the maximum number of whole shares of the Preferred Stock represented by the AMC Preferred Equity Units evidenced by all Receipts as to which any particular voting instructions are received. The Corporation hereby agrees to take all reasonable action which may be deemed necessary by the Depositary in order to enable the Depositary to vote such shares of the Preferred Stock or cause such shares to be voted. In the absence of specific instructions from Holders of Receipts, the Depositary will vote the Preferred Stock represented by the AMC Preferred Equity Units evidenced by the Receipts of such Holders proportionately with votes cast pursuant to instructions received from the other Holders.

4.6 Changes Affecting Deposited Securities and Reclassifications, Recapitalizations, etc. Upon any change in liquidation preference, split-up, adjustment, combination or any other reclassification of the Preferred Stock, subject to the provisions of the Certificate of Designations, or upon any recapitalization, reorganization, merger or consolidation affecting the Corporation or to which it is a party, the Depositary shall, upon the written instructions of the Corporation setting forth any adjustment, (i) make such adjustments as are certified by the Corporation in the fraction of an interest represented by one AMC Preferred Equity Unit in one share of the Preferred Stock and (ii) treat any securities or property (including cash) which shall be received by the Depositary or Computershare (as applicable) in exchange for or upon conversion of or in respect of the Preferred Stock as new deposited securities or property so received in exchange for or upon conversion or in respect of such Preferred Stock (except with respect to a conversion described in Section 2.8). Upon receipt of written instructions of the Corporation authorizing and directing the Depositary to execute and deliver, the Depositary shall so execute and deliver additional Receipts or may call for the surrender of all outstanding Receipts to be exchanged for new Receipts specifically describing such new deposited securities or property. Anything to the contrary herein notwithstanding, Holders of Receipts shall have the right from and after the effective date of any such change in liquidation preference, split-up, adjustment, combination or other reclassification of the Preferred Stock or any such recapitalization, reorganization, merger or consolidation to surrender such Receipts to the Depositary with instructions to convert, exchange or surrender the shares of the Preferred Stock represented thereby only into or for, as the case may be, the kind and amount of shares and other securities and property and cash into which the shares of the Preferred Stock represented by such Receipts might have been converted or for which such shares might have been exchanged or surrendered immediately prior to the effective date of such transaction; *provided*, that the Depositary shall not have any obligations under this sentence unless and until it has received written instructions from the Corporation.

4.7 Delivery of Reports. The Depositary shall, at the direction and expense of the Corporation, furnish to Holders of Receipts any reports and communications received from the Corporation which are received by the Depositary and which the Corporation is required to furnish to the Holders of the Preferred Stock, as provided in Section 5.5.



4.8 Lists of Receipt Holders. Reasonably promptly upon request from time to time by and at the expense of the Corporation, the Registrar shall furnish to it a list, as of the most recent practicable date, of the names, addresses and holdings of AMC Preferred Equity Units of all registered Holders of Receipts.

**ARTICLE V**  
**THE DEPOSITARY, THE DEPOSITARY'S AGENTS, THE REGISTRAR AND THE CORPORATION**

5.1 Appointment; Maintenance of Offices, Agencies and Transfer Books by the Depositary; Registrar. The Corporation hereby appoints Computershare and Trust Company, jointly, to act as Depositary in accordance with the terms and conditions hereof, and Computershare and Trust Company accept such appointment upon the express terms and conditions of this Deposit Agreement.

Upon execution of this Deposit Agreement, the Depositary shall maintain at the Depositary's Office, facilities for the execution and delivery, registration and registration of transfer, surrender and exchange of Receipts, and at the offices of the Depositary's Agents, if any, facilities for the delivery, registration of transfer, surrender and exchange of Receipts, all in accordance with the provisions of this Deposit Agreement.

The Depositary shall keep books at the Depositary's Office for the registration and registration of transfer of Receipts, which books at all reasonable times during regular business hours shall be open for inspection by the Record Holders of Receipts upon reasonable notice to the Depositary; *provided* that any Record Holder requesting to exercise such right shall certify to the Depositary that such inspection shall be for a proper purpose reasonably related to such Person's interest as an owner of AMC Preferred Equity Units evidenced by the Receipts.

The Depositary or Registrar may close such books, at any time or from time to time, when deemed necessary or advisable by the Depositary, the Registrar, any Depositary's Agent or the Corporation because of any requirement of law or of any government, governmental body or commission, stock exchange or any applicable self-regulatory body.

If the Receipts or the AMC Preferred Equity Units evidenced thereby or the shares of the Preferred Stock represented by such AMC Preferred Equity Units shall be listed on one or more national securities exchanges, the Corporation shall appoint a Registrar for registration of the Receipts or AMC Preferred Equity Units in accordance with any requirements of such exchange. Such Registrar (which may be the Depositary if so permitted by the requirements of any such exchange) may be removed and a substitute Registrar appointed by the Depositary upon the request or with the approval of the Corporation. If the Receipts, such AMC Preferred Equity Units or the Preferred Stock are listed on one or more other securities exchanges, the Depositary will, at the written request and expense of the Corporation, arrange such facilities for the delivery, registration, registration of transfer, surrender and exchange of such Receipts, such AMC Preferred Equity Units or the Preferred Stock as may be required by law or applicable securities exchange regulation.

5.2 Prevention of or Delay in Performance by the Depository, the Depository's Agents, the Registrar or the Corporation. Neither the Depository nor any Depository's Agent nor any Registrar nor any Transfer Agent nor the Corporation, as the case may be, shall incur any liability to any Holder of Receipts or any beneficial owner, if by reason of any provision of any present or future law, or regulation thereunder, of the United States of America or of any other governmental authority or, in the case of the Depository, the Depository's Agent or the Registrar or any Transfer Agent, as the case may be, by reason of any provision, present or future, of the Corporation's amended and restated certificate of incorporation, as it may be amended from time to time, (including the Certificate of Designations) or by reason of any act of God, terrorist acts, pandemics, epidemics, war, civil unrest or other circumstance beyond the control of the relevant party, the Depository, the Depository's Agent, the Registrar, the Transfer Agent or the Corporation, as the case may be, shall be prevented, delayed, or forbidden from, or subjected to any penalty on account of, doing or performing any act or thing which the terms of this Deposit Agreement provide shall be done or performed; nor shall the Depository, any Depository's Agent, any Registrar, any Transfer Agent or the Corporation, as the case may be, incur liability to any Holder of a Receipt or any beneficial owner (i) by reason of any nonperformance or delay, caused as aforesaid, in the performance of any act or thing which the terms of this Deposit Agreement shall provide shall or may be done or performed, or (ii) by reason of any exercise of, or failure to exercise, any discretion provided for in this Deposit Agreement except in the event of the bad faith, gross negligence or willful misconduct (each as determined by a final non-appealable judgment of a court of competent jurisdiction) of the party charged with such exercise or failure to exercise.

5.3 Obligations of the Depository, the Depository's Agents, the Registrar, Transfer Agent and the Corporation. The Corporation does not assume any obligation and shall not be subject to any liability under this Deposit Agreement or any Receipt to Holders of Receipts other than for its gross negligence, willful misconduct or bad faith (each as determined by a final non-appealable judgment of a court of competent jurisdiction). Neither the Depository nor any Depository's Agent nor any Registrar or Transfer Agent, as the case may be, assumes any obligation or shall be subject to any liability under this Deposit Agreement or the Receipts to Holders of Receipts, the Corporation or to any other Person other than for its gross negligence, willful misconduct, or bad faith (each as determined by a final non-appealable judgment of a court of competent jurisdiction). Notwithstanding anything in this Deposit Agreement to the contrary, neither the Depository, nor the Depository's Agent nor any Registrar nor any Transfer Agent nor the Corporation, as the case may be, shall be liable in any event for special, punitive, incidental, indirect or consequential losses or damages of any kind whatsoever (including but not limited to lost profits), even if they have been advised of the likelihood of such loss or damage and regardless of the form of action. Any liability of the Depository, any Depository's Agent or the Registrar or Transfer Agent, as the case may be, under this Deposit Agreement will be limited in the aggregate to an amount equal to the fees paid by the Corporation to the Depository pursuant to this Deposit Agreement during the twelve (12) months immediately preceding the event for which recovery from the Depository, but not including reimbursable expenses; *provided, however*, that in the event that such liability arises as a result of bad faith, willful misconduct or fraud (each as determined by a final non-appealable judgment of a court of competent jurisdiction) by the Depository, any of the Depository's Agents (except for such Depository's Agents which are not employees of the Depository), any Registrar or any Transfer Agent, as the case may be, such limit shall not apply and such liability hereunder shall be instead limited to the amount of such misappropriated funds or the liability resulting from such bad faith, willful misconduct or fraud.

Neither the Depositary nor any Depositary's Agent nor any Registrar nor any Transfer Agent nor the Corporation, shall be under any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of the Preferred Stock, the AMC Preferred Equity Units or the Receipts which in its reasonable opinion may involve it in expense or liability unless indemnity reasonably satisfactory to it against all expense and liability be furnished as often as may be reasonably required.

Neither the Depositary nor any Depositary's Agent nor any Registrar nor any Transfer Agent nor the Corporation, as the case may be, shall be liable for any action or any failure to act by it in reliance upon the written advice of legal counsel or accountants, or information from any Person presenting the shares of the Preferred Stock for deposit, any Holder of a Receipt or any other Person believed by it to be competent to give such information in the absence of bad faith, gross negligence, or willful misconduct (each as determined by a final non-appealable judgment of a court of competent jurisdiction) on the part of the Depositary's Agent, Registrar, Transfer Agent, or the Corporation, as the case may be. The Depositary, any Depositary's Agent, any Registrar, any Transfer Agent and the Corporation, as the case may be, may each rely and shall each be protected in respect of any action taken, suffered or omitted to be taken by it upon any written notice, request, direction or other document believed by it, in the absence of bad faith, gross negligence, or willful misconduct (each as determined by a final non-appealable judgment of a court of competent jurisdiction), to be genuine and to have been signed or presented by the proper party or parties.

The Depositary, the Depositary's Agents, any Transfer Agent or Registrar, as the case may be, shall not be responsible for any failure to carry out any instruction to vote any of the shares of the Preferred Stock or for the manner or effect of any such vote made, as long as any such action or non-action is not taken in bad faith, willful misconduct or gross negligence (each as determined by a final non-appealable judgment of a court of competent jurisdiction). The Depositary undertakes, and any Depositary's Agent, Registrar and any Transfer Agent, as the case may be, shall be required to undertake, to perform such duties and only such duties as are specifically set forth in this Deposit Agreement, and no implied covenants or obligations shall be read into this Deposit Agreement against the Depositary, any Depositary's Agent, Registrar or any Transfer Agent.

The Depositary, its parent, Affiliates, or subsidiaries, any Depositary's Agents, and any Transfer Agent and any Registrar, as the case may be, may own and deal in any class of securities of the Corporation and its Affiliates and in Receipts or AMC Preferred Equity Units or become pecuniarily interested in any transaction in which the Corporation or its Affiliates may be interested or contract with or lend money to or otherwise act as fully or as freely as if it were not the Depositary, the parent, Affiliate or subsidiary of the Depositary or the Depositary's Agent or Transfer Agent or Registrar hereunder. The Depositary may also act as transfer agent, trustee or registrar of any of the securities of the Corporation and its Affiliates or act in any other capacity for the Corporation or its Affiliates.

The Depositary shall not be under any liability for interest on any monies at any time received by it pursuant to any of the provisions of this Deposit Agreement or of the Receipts, the AMC Preferred Equity Units or the Preferred Stock nor shall it be obligated to segregate such monies from other monies held by it, except as required by law. The Depositary shall not be responsible for advancing funds on behalf of the Corporation and shall have no duty or obligation to make any payments if it has not timely received sufficient funds to make timely payments.

In the event the Depositary, the Depositary's Agents, any Transfer Agent or Registrar, as the case may be, believes any ambiguity or uncertainty exists hereunder or in any notice, instruction, direction, request or other communication, paper or document received by the Depositary, the Depositary's Agents, any Transfer Agent or Registrar hereunder, or in the administration of any of the provisions of this Deposit Agreement, the Depositary, the Depositary's Agents, any Transfer Agent or Registrar shall deem it necessary or desirable that a matter be proved or established prior to taking, omitting or suffering to take any action hereunder, the Depositary, the Depositary's Agents, any Transfer Agent or Registrar may, in its sole discretion upon providing written notice to the Corporation, refrain from taking any action and the Depositary, the Depositary's Agents, any Transfer Agent or Registrar shall be fully protected and shall not be liable in any way to the Corporation, any Holders of Receipts or any other Person for refraining from taking such action, unless the Depositary, the Depositary's Agents, any Transfer Agent or Registrar receives written instructions or a certificate of the Corporation which eliminates such ambiguity or uncertainty to the satisfaction of the Depositary, the Depositary's Agents, any Transfer Agent or Registrar or which proves or establishes the applicable matter to the satisfaction of the Depositary, the Depositary's Agents, any Transfer Agent or Registrar. Such written instructions shall be full and complete authorization to the Depositary, the Depositary's Agents, any Transfer Agent or Registrar, as the case may be, and the Depositary, the Depositary's Agents, any Transfer Agent or Registrar shall incur no liability for or in respect of any action taken, suffered or omitted by it under the provisions of this Deposit Agreement in reliance upon such written instructions.

In the event the Depositary, the Depositary's Agent, the Registrar or the Transfer Agent, as the case may be, shall receive conflicting claims, requests or instructions from any Holders of Receipts, on the one hand, and the Corporation, on the other hand, the Depositary, the Depositary's Agent, the Registrar or the Transfer Agent, as the case may be, shall be entitled to act on such claims, requests or instructions received from the Corporation, and shall incur no liability and shall be entitled to the full indemnification set forth in Section 5.6 hereof in connection with any action so taken.

From time to time, the Corporation may provide the Depositary or any Registrar with instructions concerning the services performed by the Depositary under this Deposit Agreement. In addition, at any time, the Depositary or any Registrar may apply to any officer of the Corporation for instruction, and may consult with legal counsel for the Depositary or any Registrar or the Corporation with respect to any matter arising in connection with the services to be performed by the Depositary or any Registrar under this Deposit Agreement. The Depositary or such Registrar and its respective agents and subcontractors shall not be liable and shall be indemnified by the Corporation for any action taken, suffered or omitted by the Depositary or such Registrar in reliance upon any instructions from the Corporation or upon the advice or opinion of such counsel. The Depositary or any Registrar shall not be held to have notice of any change of authority of any person, until receipt of written notice thereof from the Corporation.

It is intended that the Depository shall not be deemed to be an “issuer” of the securities under the federal securities laws or applicable state securities laws, it being expressly understood and agreed that the Depository is acting only in a ministerial capacity as Depository for the deposited Preferred Stock. The Depository will not be under any duty or responsibility to ensure compliance with any applicable federal or state securities laws in connection with the issuance, transfer or exchange of the Receipts, the shares of Preferred Stock or AMC Preferred Equity Units; provided, however, that the Depository agrees to comply with all withholding requirements applicable to it under law or this Deposit Agreement in its capacity as Depository.

The Depository assumes no responsibility for the correctness of the description that appears in the Receipts. Notwithstanding any other provision herein or in the Receipts, the Depository makes no warranties or representations as to the validity or genuineness of the Preferred Stock at any time deposited with the Depository hereunder or of the AMC Preferred Equity Units, as to the validity or sufficiency of this Deposit Agreement (except as to due authorization and due execution by the Depository), as to the value of the AMC Preferred Equity Units or as to any right, title or interest of the record holders of Receipts in and to the AMC Preferred Equity Units; nor shall the Depository be liable or responsible for any failure of the Corporation to comply with any of its obligations relating to any registration statement filed with the U.S. Securities and Exchange Commission, including without limitation obligations under applicable regulation or law. The Depository shall not be accountable for the use or application by the Corporation of the AMC Preferred Equity Units or the Receipts or the proceeds thereof.

Neither the Depository (or its officers, directors, employees or agents), any Depository’s Agent nor any Registrar or any Transfer Agent makes any representation or has any responsibility as to the validity of any registration statement pursuant to which the AMC Preferred Equity Units may be registered under the Securities Act, the deposited Preferred Stock, the AMC Preferred Equity Units, the Receipts (except its countersignature thereon) or any instruments referred to therein or herein, or as to the correctness of any statement made in any such registration statement or herein.

The Depository may rely on and be fully authorized and protected in acting or failing to act upon (a) any Signature Guarantee or guaranty of signature by an “eligible guarantor institution” that is a member or participant in the Securities Transfer Agents Medallion Program or other comparable “signature guarantee program” or insurance program in addition to, or in substitution for, the foregoing; or (b) any law, act, regulation or any interpretation of the same even though such law, act, or regulation may thereafter have been altered, changed, amended or repealed.

The Depository may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Depository shall not be answerable or accountable for any act, omission, default, neglect or misconduct of any such attorneys or agents or for any loss to the Corporation, to the Holders of the Receipts or any other Person resulting from any such act, omission, default, neglect or misconduct, absent gross negligence or bad faith in the selection and continued employment thereof (which gross negligence or bad faith must be determined by a final, non-appealable judgment of a court of competent jurisdiction).

The Depository, any Depository's Agent, any Transfer Agent, any Registrar or any dividend disbursing agent hereunder:

(i) shall have no duties or obligations other than those specifically set forth herein (and no implied duties or obligations), or as may subsequently be agreed to in writing by the parties;

(ii) shall have no obligation to make payment hereunder unless the Corporation shall have provided the necessary federal or other immediately available funds or securities or property, as the case may be, to pay in full amounts due and payable with respect thereto;

(iii) shall not be obligated to take any legal or other action hereunder; if, however, it determines to take any legal or other action hereunder, and, where the taking of such action might in its reasonable judgment subject or expose it to any expense or liability, it shall not be required to act unless it shall have been furnished with an indemnity reasonably satisfactory to it;

(iv) may rely on and shall be authorized and protected in acting or failing to act upon any certificate, instrument, opinion, notice, letter, facsimile transmission or other document or security delivered to it and believed by it to be genuine and to have been signed by the proper party or parties, and shall have no responsibility for determining the accuracy thereof;

(v) may rely on and shall be authorized and protected in acting or omitting to act upon the written, telephonic, electronic and oral instructions given in accordance with this Deposit Agreement, with respect to any matter relating to its actions covered by this Deposit Agreement (or supplementing or qualifying any such actions), of officers of the Corporation;

(vi) shall not be called upon at any time to advise any Person with respect to the Preferred Stock, AMC Preferred Equity Units or Receipts;

(vii) shall not be liable in any respect on account of the identity, authority or rights of the parties (other than with respect to the Depository) executing or delivering or purporting to execute or deliver this Deposit Agreement or any documents or papers deposited or called for under this Deposit Agreement; and

(viii) shall not be liable or responsible for any recital or statement contained in any documents relating hereto or to the Preferred Stock, the AMC Preferred Equity Units or Receipts (except its countersignature hereof and thereof).

The terms of this Section 5.3 shall survive the replacement, removal or resignation of any Depository, Registrar, Transfer Agent or Depository's Agent or termination of this Deposit Agreement.

5.4 Resignation and Removal of the Depository; Appointment of Successor Depository. The Depository may at any time resign as Depository hereunder by delivering notice of its election to do so to the Corporation upon at least forty-five (45) days prior written notice.

The Depository may at any time be removed by the Corporation by at least forty-five (45) days prior written notice of such removal delivered to the Depository.

In the event the transfer agency relationship in effect between the Corporation and the Depository terminates, the Depository will be deemed to have resigned automatically and be discharged from its duties under this Deposit Agreement.

In case at any time the Depositary acting hereunder shall resign or be removed, the Corporation shall, within forty-five (45) days after the delivery of the notice of resignation or removal, as the case may be, use its reasonable best efforts to appoint a successor Depositary, which shall be (i) a Person having its principal office in the United States of America and having a combined capital and surplus, along with its Affiliates, of at least \$50,000,000 or (ii) an Affiliate of any such Person.

If no successor Depositary shall have been so appointed and have accepted appointment within forty-five (45) days after delivery of such notice, the resigning or removed Depositary or any Holder may, petition any court of competent jurisdiction for the appointment of a successor Depositary. Every successor Depositary shall execute and deliver to its predecessor and to the Corporation an instrument in writing accepting its appointment hereunder, and thereupon such successor Depositary, without any further act or deed, shall become fully vested with all the rights, powers, duties and obligations of its predecessor and for all purposes shall be the Depositary under this Deposit Agreement, and such predecessor, upon payment of all sums due it and on the written request of the Corporation, shall promptly execute and deliver an instrument transferring to such successor all rights and powers of such predecessor hereunder, shall duly assign, transfer and deliver all right, title and interest in the shares of the Preferred Stock and any moneys or property held hereunder to such successor, and shall deliver to such successor a list of the Record Holders of all outstanding Receipts and such records, books and other information in its possession relating thereto. Any successor Depositary shall promptly mail or transmit by such other method approved by such successor Depositary, in its reasonable discretion, notice of its appointment to the Record Holders of Receipts.

Any Person into or with which the Depositary may be merged, consolidated or converted, or any Person to which all or a substantial part of the assets of the Depositary may be transferred or which succeeds to the shareholder services business of the Depositary shall be the successor of the Depositary without the execution or filing of any document or any further act, and notice thereof shall not be required hereunder. Such successor Depositary may authenticate the Receipts in the name of the predecessor Depositary or its own name as successor Depositary.

The removal or resignation of the Depositary shall automatically be deemed to be a removal of the Registrar and Transfer Agent and dividend disbursing agent and conversion agent (to the extent Computershare is acting in such capacities) herein without any further act or deed.

5.5 Corporate Notices and Reports. The Corporation agrees that it will deliver to the Depositary, and the Depositary will, upon the Corporation's written instruction, promptly after receipt thereof transmit to the Record Holders of Receipts, in each case at the addresses recorded in the Depositary's or Registrar's books, copies of all notices and reports (including without limitation financial statements) required by law, by the rules of any national securities exchange upon which the Preferred Stock, the AMC Preferred Equity Units or the Receipts are listed or by the Corporation's amended and restated certificate of incorporation, as it may be amended from time to time, (including the Certificate of Designations), to be furnished to the Record Holders of Receipts. Such transmission will be at the Corporation's expense and the Corporation will provide the Depositary with such number of copies of such documents as the Depositary may reasonably request. In addition, the Depositary will transmit to the Record Holders of Receipts at the Corporation's expense such other documents as may be requested by the Corporation.

5.6 Indemnification by the Corporation. Notwithstanding Section 5.3 to the contrary, the Corporation shall indemnify the Depositary, any Depositary's Agent, any Registrar, any Transfer Agent, and any dividend disbursing agent or conversion agent (including each of their officers, directors, agents and employees) against, and hold each of them harmless from and against, any loss, damage, cost, penalty, liability or expense (including the reasonable costs and expenses of its legal counsel) which may arise out of actions taken, suffered or omitted to be taken in connection with its acting as Depositary, Depositary's Agent, Registrar, Transfer Agent or dividend disbursing agent or conversion agent, respectively, under this Deposit Agreement (including, without limitation, the enforcement by the Depositary, Depositary's Agent, Registrar, Transfer Agent or dividend disbursing agent or conversion agent, as the case may be, of this Deposit Agreement) and the Receipts by the Depositary, any Transfer Agent, any Registrar, dividend distribution agent or conversion agent, or any of their respective agents (including any Depositary's Agent) and any transactions or documents contemplated hereby, except for any liability arising out of gross negligence, willful misconduct or bad faith (each as determined by a final non-appealable judgment of a court of competent jurisdiction) on the respective parts of any such Person or Persons. The obligations of the Corporation and the rights of the Depositary, Depositary's Agent, Registrar, Transfer Agent, dividend distribution agent and conversion agent, set forth in this Section 5.6 shall survive the termination of this Deposit Agreement and any resignation, replacement, removal, or succession of any Depositary, Registrar, Transfer Agent, dividend distribution agent, conversion agent or Depositary's Agent.

5.7 Fees, Charges and Expenses. The Corporation agrees promptly to pay the Depositary the compensation, as separately agreed upon with the Corporation, in accordance with such agreed upon terms, for all services rendered by the Depositary, Depositary's Agent, Transfer Agent, Registrar, dividend distribution agent and conversion agent hereunder and to reimburse the Depositary for its reasonable out-of-pocket expenses (including reasonable counsel fees and expenses) incurred by the Depositary, Depositary's Agent, Transfer Agent, Registrar, dividend distribution agent and conversion agent without gross negligence, willful misconduct, bad faith (each as determined by a final non-appealable judgment of a court of competent jurisdiction) on its part in connection with the services rendered by it (or any agent of the Depositary) hereunder. The Corporation shall pay all charges of the Depositary in connection with (i) the initial deposit of shares of the Preferred Stock, (ii) the initial issuance of the AMC Preferred Equity Units, (iii) all withdrawals of shares of the Preferred Stock by owners of AMC Preferred Equity Units, and (iv) all conversions of the Preferred Stock into common stock. The Corporation shall pay all transfer and other taxes and charges arising solely from the existence of the depositary arrangements. All other transfer and other taxes and charges shall be at the expense of Holders of AMC Preferred Equity Units evidenced by Receipts. If, at the request of a Holder of Receipts, the Depositary incurs charges or expenses for which the Corporation is not otherwise liable hereunder, such Holder will be liable for such charges and expenses; *provided, however*, that the Depositary may, at its sole option, require a Holder of a Receipt to prepay the Depositary any charge or expense the Depositary has been asked to incur at the request of such Holder of Receipts. The Depositary shall present its statement for charges and expenses to the Corporation at such intervals as the Corporation and the Depositary may agree.



5.8 Tax Compliance. The Depositary will comply in all material respects with all applicable certification, information reporting, and withholding (including “backup withholding”) requirements imposed upon the Depositary by applicable tax laws, regulations, or administrative practice with respect to (i) any payments made with respect to the AMC Preferred Equity Units or (ii) the issuance, delivery, holding, transfer, or exercise of rights under the Receipts or the AMC Preferred Equity Units. Such compliance shall include, without limitation, the preparation and timely filing of required returns and the timely payment of all amounts required to be withheld to the appropriate taxing authority or its designated agent. The Depositary shall comply with any written direction received from the Corporation with respect to the application of such requirements to particular payments or Holders or in other particular circumstances and may, for purposes of this Deposit Agreement, rely on any such direction and the Depositary shall have no liability for or in respect of, any action taken or omitted by it in the absence of bad faith, willful misconduct, gross negligence or fraud (which bad faith, willful misconduct, gross negligence or fraud must be determined by a final non-appealable judgment of a court of competent jurisdiction) and pursuant to such direction in accordance with the provisions of Section 5.3 hereof. The Depositary shall, in accordance with its record retention policies or procedures, maintain all appropriate records documenting compliance with such requirements, and shall make such records available on request to the Corporation or to its authorized representatives during the term of this Deposit Agreement.

## **ARTICLE VI AMENDMENT AND TERMINATION**

6.1 Amendment. The form of the Receipts and any provisions of this Deposit Agreement may at any time and from time to time be amended by agreement between the Corporation and the Depositary in any respect which they may deem necessary or desirable; *provided, however*, that no such amendment which shall materially and adversely alter the rights of the Holders of Receipts shall be effective against the Holders of Receipts unless such amendment shall have been approved by the Holders of Receipts representing in the aggregate a majority of the AMC Preferred Equity Units then outstanding. Every Holder of an outstanding Receipt at the time any such amendment becomes effective shall be deemed, by continuing to hold such Receipt, to consent and agree to such amendment and to be bound by the Deposit Agreement as amended thereby. In no event shall any amendment impair the right, subject to the provisions of Sections 2.5 and 2.6 and Article III, of any owner of AMC Preferred Equity Units to surrender any Receipt evidencing such AMC Preferred Equity Units to the Depositary with instructions to deliver to the Holder the shares of the Preferred Stock and all money and other property, if any, represented thereby, except in order to comply with mandatory provisions of applicable law or the rules and regulations of any governmental body, agency or commission, or applicable securities exchange. As a condition precedent to the Depositary’s execution of any amendment, the Corporation shall deliver to the Depositary a certificate executed by a duly authorized officer of the Corporation that states that the proposed amendment is in compliance with the terms of this Section 6.1. No amendment to this Depositary Agreement shall be effective unless duly executed by the Depositary and the Corporation.

6.2 Termination. This Deposit Agreement may be terminated by the Corporation or the Depositary only if (i) all outstanding AMC Preferred Equity Units issued hereunder have been cancelled, upon conversion of the Preferred Stock or otherwise; (ii) there shall have been made a final distribution in respect of the Preferred Stock in connection with any liquidation, dissolution or winding up of the Corporation and such distribution shall have been distributed to the Holders of Receipts representing AMC Preferred Equity Units pursuant to Section 4.1 or 4.2, as applicable; or (iii) upon the consent of Holders of Receipts representing in the aggregate not less than two-thirds of the AMC Preferred Equity Units outstanding.

Upon the termination of this Deposit Agreement, the Corporation shall be discharged from all obligations under this Deposit Agreement except for its obligations to the Depository, any Depository's Agent, any Transfer Agent, any Registrar, any dividend distribution agent or any conversion agent under Sections 5.3, 5.6 and 5.7 (including as to any services of the Depository, any Depository's Agent, any Registrar or any dividend distribution agent that are necessary following and in connection with the termination of this Deposit Agreement); *provided further* that Sections 5.2, 5.3, 5.6 and 5.7 shall survive the termination of this Deposit Agreement.

## ARTICLE VII MISCELLANEOUS

7.1 Counterparts. This Deposit Agreement may be executed in any number of counterparts, and by each of the parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Deposit Agreement by facsimile, pdf or electronic mail (including any signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signature and Records Act or other applicable law, *e.g.*, [www.docusign.com](http://www.docusign.com)) shall be effective as delivery of a manually executed counterpart of this Deposit Agreement.

7.2 Exclusive Benefit of Parties. This Deposit Agreement is for the exclusive benefit of the parties hereto, and their respective successors hereunder, and shall not be deemed to give any legal or equitable right, remedy or claim to any other Person whatsoever.

7.3 Representations and Warranties of the Depository. Depository represents and warrants to the Corporation that:

(i) each of Computershare and the Trust Company is duly organized and validly existing under the laws of its organizing jurisdiction and each has the full power and authority to execute, deliver and perform its respective obligations under this Deposit Agreement, and Computershare is in good standing under the laws of the State of Delaware;

(ii) the execution, delivery and performance of this Deposit Agreement by each of Computershare and the Trust Company has been duly authorized by all necessary corporate or other organizational action and will not conflict with, violate or result in a breach of the terms and conditions or provisions of, or constitute a default under (A) their respective organization documents, (B) any material indenture, contract, agreement, or undertaking to which Computershare or the Trust Company is a party or is bound, (C) any existing law to which Computershare or the Trust Company is subject, or (D) any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental or regulatory official, body or authority of which Computershare or the Trust Company has knowledge and which is applicable to Computershare or the Trust Company; and

(iii) this Deposit Agreement has been duly executed and delivered by each of Computershare and the Trust Company and (assuming its due execution and delivery by Corporation) constitutes the legal, valid and binding obligation of Computershare and the Trust Company, enforceable against Computershare and the Trust Company in accordance with its terms except as may be limited by bankruptcy, insolvency, moratorium, conservatorship, receivership, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

7.4 Invalidity of Provisions. In case any one or more of the provisions contained in this Deposit Agreement or in the Receipts should be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall in no way be affected, prejudiced or disturbed thereby; *provided, however*, that if any such provision adversely affects the rights, duties, liabilities or obligations of the Depository, the Depository shall be entitled to resign immediately upon written notice to the Corporation.

7.5 Notices. Any and all notices to be given to the Corporation hereunder or under the Receipts shall be in writing and shall be deemed to have been duly given if personally delivered or sent by mail or recognized next day courier service or by electronic mail, confirmed by letter, addressed to the Corporation at:

AMC Entertainment Holdings, Inc.  
One AMC Way  
11500 Ash Street  
Leawood, Kansas 66211  
Attention: Kevin Connor  
Email: KConnor@amctheatres.com

with a copy to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York  
Attention: Michael Stein  
Email: Michael.Stein@weil.com

or at any other addresses of which the Corporation shall have notified the Depository in writing.

Any and all notices to be given to the Depository hereunder or under the Receipts shall be in writing and shall be deemed to have been duly given if personally delivered or sent by mail or recognized next day courier service or by facsimile transmission or electronic mail, confirmed by letter, addressed to the Depository at the Depository's Office at:

Computershare Inc.  
Computershare Trust Company, N.A.  
150 Royall Street  
Canton, Massachusetts 02021  
Attention: Client Services

or at any other address of which the Depository shall have notified the Corporation in writing.

Except as otherwise provided herein, any and all notices to be given to any Record Holder of a Receipt hereunder or under the Receipts shall be in writing and shall be deemed to have been duly given if personally delivered or sent by mail, recognized next day courier services, facsimile transmission or electronic mail, confirmed by letter, addressed to such Record Holder at the address of such Record Holder as it appears on the books of the Depository; or if such Holder shall have timely filed with the Depository a written request that notices intended for such Holder be mailed to some other address, at the address designated in such request; or in the case of any Global Receipt Depository, in accordance with its applicable procedures and arrangements for notices.

Delivery of a notice sent by mail or as provided in this Section 7.5 shall be deemed to be effected at the time when a duly addressed letter containing the same (or a confirmation thereof in the case of a facsimile transmission or electronic mail) is deposited, postage prepaid, in a post office letter box; *provided*, that notice to a Global Receipt Depository shall be deemed to be effected at the time such notice is delivered or made as provided in this Section 7.5; *provided, further*, that the Depository or the Corporation may, however, act upon any facsimile transmission or electronic mail received by it from the other or from any Holder of a Receipt, notwithstanding that such facsimile transmission or electronic mail shall not subsequently be confirmed by letter or as aforesaid.

7.6 Depository's Agents. The Depository may from time to time appoint Depository's Agents to act in any respect for the Depository for the purposes of this Deposit Agreement and may at any time appoint additional Depository's Agents and vary or terminate the appointment of such Depository's Agents. The Depository will promptly notify the Corporation of any such action.

7.7 Appointment of Registrar and Dividend Disbursing Agent and Conversion Agent in Respect of the Preferred Stock. The Corporation hereby appoints the Trust Company and Computershare, jointly, as Registrar, Transfer Agent, dividend disbursing agent and conversion agent in respect of the Receipts and shares of the Preferred Stock deposited with the Depository hereunder, and the Trust Company and Computershare hereby accept their respective appointments, subject to the express terms and conditions of this Deposit Agreement (and no implied terms or conditions) and, as such, will reflect changes in the number of shares of deposited Preferred Stock held by it by notation, book-entry or other appropriate method. With respect to the appointments of the Trust Company and Computershare as Registrar, Transfer Agent, dividend disbursing agent and conversion agent in respect of the Receipts and shares of the Preferred Stock deposited with the Depository hereunder, the Trust Company and Computershare shall be entitled to the same rights, indemnities, immunities and benefits as the Depository hereunder as if explicitly named in each such provision.

7.8 Holders of Receipts are Parties. The Holders of Receipts from time to time shall be parties to this Deposit Agreement and shall be bound by all of the terms and conditions hereof and of the Receipts by acceptance of delivery thereof. The provisions of this Deposit Agreement are intended to benefit only the parties hereto and their respective permitted successors and assign, and no rights shall be granted to any other Person by virtue of this Deposit Agreement.

7.9 Governing Law. This Deposit Agreement and the Receipts and all rights hereunder and thereunder and provisions hereof and thereof shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to applicable conflicts of law principles.

7.10 Inspection of Deposit Agreement. Copies of this Deposit Agreement shall be filed with the Depository and the Depository's Agents and shall be made available for inspection during business hours upon reasonable notice to the Depository by any Holder of a Receipt.

7.11 Headings. The headings of articles and sections in this Deposit Agreement and in the form of the Receipt set forth in Exhibit A hereto have been inserted for convenience only and are not to be regarded as a part of this Deposit Agreement or the Receipts or to have any bearing upon the meaning or interpretation of any provision contained herein or in the Receipts.

7.12 Confidentiality. The Depository and the Corporation agree that all books, records, information and data pertaining to the business of the other party, including, *inter alia*, personal, non-public Holder information, and the fees for services to be performed hereunder, which are exchanged or received pursuant to the negotiation or the carrying out of this Deposit Agreement, shall remain confidential, and shall not be voluntarily disclosed to any other Person, except as may be required by law or legal process. Notwithstanding anything contained herein, each party may disclose relevant aspects of the other party's confidential information to its officers, affiliates, agents, subcontractors and employees to the extent reasonably necessary to perform its duties and obligations under this Deposit Agreement and such disclosure is not prohibited by applicable law. To avoid doubt, the parties hereto shall not (otherwise as set forth in this Section 7.12) be required to keep the terms of this Deposit Agreement confidential.

7.13 Further Assurances. The Corporation shall perform, acknowledge and deliver or cause to be performed, acknowledged and delivered all such further and other acts, documents, instruments and assurances as may be reasonably required by the Depository for the carrying out or performing by the Depository of the provisions of this Deposit Agreement.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the Corporation and the Depositary have duly executed this Deposit Agreement as of the day and year first above set forth, and all Holders of Receipts shall become parties hereto by and upon acceptance by them of delivery of Receipts issued in accordance with the terms hereof.

**AMC ENTERTAINMENT HOLDINGS, INC.**

By: /s/ Kevin Connor

Name: Kevin Connor

Title: Senior Vice President, General Counsel and Secretary

**COMPUTERSHARE TRUST COMPANY, N.A. and COMPUTERSHARE INC.**  
*(on behalf of both entities)*

By: /s/ Patrick Hayes

Name: Patrick Hayes

Title: Manager, Client Management

*[Signature page to Deposit Agreement]*

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**EXHIBIT A:  
FORM OF RECEIPT  
[FORM OF FACE OF RECEIPT]**

Unless this receipt is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to AMC Entertainment Holdings, Inc. or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

AMC PREFERRED EQUITY UNITS  
DEPOSITARY RECEIPT FOR AMC PREFERRED EQUITY UNITS,  
EACH REPRESENTING A 1/100TH INTEREST IN ONE SHARE OF  
SERIES A CONVERTIBLE PARTICIPATING PREFERRED STOCK

OF

AMC ENTERTAINMENT HOLDINGS, INC.  
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE  
CUSIP 00165C203  
SEE REVERSE FOR CERTAIN DEFINITIONS  
Number of AMC Preferred Equity Units: [●]

Certificate Number: [●]

COMPUTERSHARE INC. and COMPUTERSHARE TRUST COMPANY, N.A., acting jointly as Depository (the “Depository”), hereby certify that Cede & Co. is the registered owner of [●] AMC Preferred Equity Units (\$[●] aggregate liquidation preference) (“AMC Preferred Equity Units”), each AMC Preferred Equity Unit representing a 1/100th interest in one share of Series A Convertible Participating Preferred Stock (the “Preferred Stock”), of AMC Entertainment Holdings, Inc., a Delaware corporation (the “Corporation”), on deposit with the Depository, subject to the terms and entitled to the benefits of the Deposit Agreement dated August 4, 2022 (the “Deposit Agreement”), among the Corporation, the Depository and the holders from time to time of the Depository Receipts. By accepting this Depository Receipt, the holder hereof becomes a party to and agrees to be bound by all the terms and conditions of the Deposit Agreement.

This Depository Receipt shall not be valid or obligatory for any purpose or entitled to any benefits under the Deposit Agreement unless it shall have been executed by the Depository by the manual or facsimile signature of a duly authorized officer and, if a Registrar for the Receipts (other than the Depository) shall have been appointed, countersigned by such Registrar in respect of the Depository Receipts by the manual or facsimile signature of a duly authorized officer thereof.

Dated: [●], 2022

**Computershare Inc. and Computershare Trust Company, N.A., jointly as  
Depositary**

By: \_\_\_\_\_  
Name:  
Title:



[FORM OF REVERSE OF RECEIPT]  
AMC ENTERTAINMENT HOLDINGS, INC.

AMC ENTERTAINMENT HOLDINGS, INC. WILL FURNISH WITHOUT CHARGE TO EACH RECEIPTHOLDER WHO SO REQUESTS A COPY OF THE DEPOSIT AGREEMENT AND A COPY OR SUMMARY OF THE CERTIFICATE OF DESIGNATIONS OF SERIES A CONVERTIBLE PARTICIPATING PREFERRED STOCK OF AMC ENTERTAINMENT HOLDINGS, INC. ANY SUCH REQUEST IS TO BE ADDRESSED TO THE DEPOSITARY NAMED ON THE FACE OF THIS RECEIPT.

The Corporation will furnish without charge to each receiptholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof of the Corporation, and the qualifications, limitations or restrictions of such preferences and/or rights. Such request may be made to the Corporation or to the Transfer Agent.

EXPLANATION OF ABBREVIATIONS

The following abbreviations when used in the form of ownership on the face of this certificate shall be construed as though they were written out in full according to applicable laws or regulations. Abbreviations in addition to those appearing below may be used.

<b>Abbreviation</b>	<b>Equivalent Phrase</b>	<b>Abbreviation</b>	<b>Equivalent Phrase</b>
JT TEN	As joint tenants, with right of survivorship and not as tenants in common	TEN IN COM	As tenants by the entireties
TEN BY ENT	As tenants in common	UNIF GIFT MIN ACT	Uniform Gifts to Minors Act

<b>Abbreviation</b>	<b>Equivalent Word</b>	<b>Abbreviation</b>	<b>Equivalent Word</b>	<b>Abbreviation</b>	<b>Equivalent Word</b>
ADM	Administrator(s), Administratrix	EX	Executor(s), Executrix	PAR	Paragraph
AGMT	Agreement	FBO	For the benefit of	PL	Public law
ART	Article	FDN	Foundation	TR	(As) trustee(s), for, of CH
CH	Chapter	GDN	Guardian	U	Under
CUST	Custodian for	GDNSHP	Guardianship	UA	Under agreement
DEC	Declaration	MIN	Minor	UW	Under will of, Of will of, Under last will & testament
EST	Estate, of Estate of				

**Assignment**

For value received, [●] hereby sell(s), assign(s) and transfers(s) unto  
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE  
PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL CODE, OF ASSIGNEE

AMC Preferred Equity Units represented by the within Receipt, and do(es) hereby irrevocably constitute and appoint Attorney to transfer the said AMC Preferred Equity Units on the books of the within named Depository with full power of substitution in the premises.

Dated: [●]

NOTICE: The signature to the assignment must correspond with the name as written upon the face of this Receipt in every particular, without alteration or enlargement or any change whatsoever.

**SIGNATURE GUARANTEED**

NOTICE: The signature(s) should be guaranteed by a participant in a signature guarantee program approved by the Securities Transfer Association at a guarantee level acceptable to the Transfer Agent.

**FOURTH AMENDMENT  
TO THE  
AMC ENTERTAINMENT HOLDINGS, INC.  
2013 EQUITY INCENTIVE PLAN**

THIS FOURTH AMENDMENT (this "Amendment") is effective as of August 19, 2022, for the purpose of amending that certain AMC Entertainment Holdings, Inc. (the "Company") 2013 Equity Incentive Plan adopted as of December 23, 2013 (as amended from time to time, the "Plan"). Capitalized terms used in this Amendment shall have the same meanings given to them in the Plan unless otherwise indicated.

1. Amendment.

- (a) The definition of "Common Stock" in Section 2 of the Plan is hereby amended to read in its entirety as follows:

"*Common Stock*" means the Company's Class A common stock, par value \$0.01 per share, along with an AMC Preferred Equity Unit.

- (b) Section 2 of the Plan is hereby amended to add the following definitions:

"*AMC Preferred Equity Unit*" means a depositary share that represents an interest in one one-hundredth (1/100th) of a share of Preferred Stock and is designed to have the same economic and voting rights as a share of the Company's Class A common stock.

"*Preferred Stock*" means the Company's Series A Convertible Participating Preferred Stock, par value \$0.01, with the preferences, limitations, voting powers and relative rights as set forth in the Certificate of Designation filed with the Secretary of the State of Delaware on August 4, 2022.

- (c) Section 4.1 of the Plan is hereby amended to read in its entirety as follows:

"*Number of Shares Reserved*. Subject to adjustment as provided in Section 4.5 hereof, the total number of shares of Class A common stock that are reserved for issuance under the Plan shall be 15,000,000 and the total number of AMC Preferred Equity Unit that are reserved for issuance under the Plan shall be 7,306,354 (collectively, the "Share Reserve"). Upon conversion of the AMC Preferred Equity Unit into shares of Class A common stock, any remaining AMC Preferred Equity Unit reserved for issuance under the Plan shall automatically convert into shares of Class A common stock reserved for issuance under the Plan. Each share of Common Stock subject to an Award shall reduce the Share Reserve by one share; provided that Awards that are required to be paid in cash pursuant to their terms shall not reduce the Share Reserve. Any shares of Common Stock delivered under the Plan shall consist of authorized and unissued shares or treasury shares."

2. Miscellaneous.

Except as amended hereby, the Plan remains in full force and effect.

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**INVESTOR RELATIONS:**

John Merriwether, 866-248-3872  
InvestorRelations@amctheatres.com

**MEDIA CONTACTS:**

Ryan Noonan, (913) 213-2183  
rnoonan@amctheatres.com

**AMC ENTERTAINMENT HOLDINGS, INC. ANNOUNCES  
SPECIAL DIVIDEND OF AMC PREFERRED EQUITY UNITS**

**LEAWOOD, KANSAS – August 4, 2022:** AMC Entertainment Holdings, Inc. (NYSE: AMC) (the “Company,” or “AMC”), announced today that it has declared a special dividend of one AMC Preferred Equity unit (an “AMC Preferred Equity Unit”) for each share of AMC Class A common stock, par value \$0.01 per share (the “Common Stock”), outstanding at the close of business on August 15, 2022. The special dividend is expected to be paid at the close of business on August 19, 2022.

The Company has applied to list its AMC Preferred Equity Units on the New York Stock Exchange (“NYSE”) under the symbol “APE” starting August 22, 2022 and each AMC Preferred Equity Unit is designed to have the same economic and voting rights as one share of Common Stock.

The AMC Preferred Equity Units can convert into Common Stock, but only if the Company proposes and investors vote to approve an increase in the number of authorized shares of Common Stock, in an amount at least sufficient to permit the conversion of the AMC Preferred Equity Units into Common Stock (through a “Common Stock Amendment”).

Regarding the dividend, Adam Aron, AMC Entertainment Chairman and CEO commented, “Today we are rewarding and recognizing our passionate and supportive shareholders, both to our shareholders in the U.S. and internationally, with a dividend of AMC Preferred Equity units that will trade on the NYSE under the ticker symbol APE. Shareholders will receive one AMC Preferred Equity unit for each company issued share of AMC common stock that they own. This means that based on our 516,820,595 shares outstanding, we will be issuing a dividend of 516,820,595 AMC Preferred Equity units.”

Aron added, “The issuance only to our shareholders of tradable AMC Preferred Equity units clarifies who is included in our current shareholder base, and provides another avenue for our investors to participate in the ongoing recovery and growth of AMC.”

Aron emphasized, “The dividend of AMC Preferred Equity units exclusively to our shareholders in our opinion is perhaps the single biggest action we will take in all of 2022 to fundamentally strengthen AMC for the long term. This new AMC Preferred Equity gives AMC a currency that can be used in the future to strengthen our balance sheet, including by paying down debt or raising fresh equity. As a result, this dramatically lessens any near-term survival risk for AMC, as we continue to work our way through this pandemic. It also can provide AMC with added capital enabling us to seek investment opportunities that could create significant shareholder value and could be transformative in nature. All of this is not good news for those who may be rooting against AMC.”

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Aron continued, “As a show of appreciation of our shareholders, and to celebrate this AMC Preferred Equity unit dividend, AMC will be issuing an exclusive “I OWN APE” NFT. All 765,000 current AMC Investor Connect members, and new members who join by August 31, 2022, will be eligible to receive for free this unique NFT to symbolize ownership of the new AMC Preferred Equity unit security. In addition, based on the popularity of the original “I OWN AMC” NFT issued in January of 2022, AMC Investor Connect current members and new members who have joined by August 31, 2022 also will be entitled to receive an updated version of the original “I OWN AMC” NFT, again gratis with our compliments.”

Aron concluded, “This AMC Preferred Equity unit dividend has tremendous potential to create meaningful value for both AMC and for our shareholders as we continue on our glidepath to recovery and transformation into the new AMC – bigger, bolder, and stronger than ever before.”

The issuance of AMC Preferred Equity Units is made possible by the authorization approved by shareholders to issue AMC Preferred Equity in 2013. Each AMC Preferred Equity Unit is a depositary share and represents an interest in one one-hundredth (1/100th) of a share of the Company’s Series A Convertible Participating Preferred Stock (the “Preferred Stock”). Each share of Preferred Stock in turn is potentially convertible into one hundred (100) shares of Common Stock.

If the Common Stock Amendment is adopted by shareholders, each AMC Preferred Equity Unit will convert into one share of Common Stock and such Common Stock will be distributed upon conversion to holders of AMC Preferred Equity Units on a one-to-one basis (one share of Common Stock for each AMC Preferred Equity Unit held).

The record date for the AMC Preferred Equity Unit dividend is the close of business on August 15, 2022. However, the AMC Preferred Equity Unit dividend is expected to be paid as of the close of business on August 19, 2022. The NYSE has established August 22, 2022 as the ex-dividend date. If an investor sells our Common Stock before the ex-dividend date of August 22, 2022, that investor will not be entitled to the AMC Preferred Equity Unit dividend on the shares that are sold. Alternatively, if investors buy our Common Stock before the ex-dividend date August 22, 2022, they will be entitled to receive the AMC Preferred Equity Unit dividend on the shares purchased. **Investors who trade during this period should consult with their broker.**

Trading of the AMC Preferred Equity Units will commence on August 22, 2022 (the ex-dividend date) and at that time AMC shares will no longer be entitled to receive the AMC Preferred Equity Unit dividend. Investors should note that on the ex-dividend date (August 22, 2022) the price of AMC Common Stock is likely to decline to reflect the fact that the shares purchased on or after such date will no longer be entitled to the dividend.

For additional information about the AMC Preferred Equity Units, the Preferred Stock and the convertibility of the Preferred Stock into Common Stock, please visit the Company’s website at <http://investor.amctheatres.com/stock-information/APE-Dividend-Info> and refer to the Company’s current report on Form 8-K filed today with the Securities and Exchange Commission. The descriptions of the AMC Preferred Equity Units and the Preferred Stock are qualified by reference to the Form 8-K disclosures and exhibits.

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## **About AMC Entertainment Holdings, Inc.**

AMC is the largest movie exhibition company in the United States, the largest in Europe and the largest throughout the world with approximately 950 theatres and 10,500 screens across the globe. AMC has propelled innovation in the exhibition industry by: deploying its Signature power-recliner seats; delivering enhanced food and beverage choices; generating greater guest engagement through its loyalty and subscription programs, website and mobile apps; offering premium large format experiences and playing a wide variety of content including the latest Hollywood releases and independent programming.

## **Forward-Looking Statements**

This communication includes “forward-looking statements” within the meaning of the federal securities laws. Statements that are not historical facts, including statements about AMC’s beliefs and expectations, are forward-looking statements. In many cases, these forward-looking statements may be identified by the use of words such as “will,” “may,” “could,” “would,” “should,” “believes,” “expects,” “anticipates,” “estimates,” “intends,” “indicates,” “projects,” “goals,” “objectives,” “targets,” “predicts,” “plans,” “seeks,” and variations of these words and similar expressions. Examples of forward-looking statements include statements we make regarding future shareholder distributions, the listing of the AMC Preferred Equity Units on the NYSE for trading and the Common Stock Amendment, future balance sheet strengthening, including debt repayments, future capital and investment opportunities, potential shareholder value and potential recovery and transformation.

Additional factors, including developments related to COVID-19, that may cause results to differ materially from those described in the forward-looking statements are set forth under the caption “Risk Factors” and elsewhere in our most recent annual report on Form 10-K and quarterly report on Form 10-Q, as well as our other filings with the U.S. Securities and Exchange Commission (the “SEC”), copies of which may be obtained by visiting our Investor Relations website at [investor.amctheatres.com](http://investor.amctheatres.com) or the SEC’s website at [www.sec.gov](http://www.sec.gov).

You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date they are made. Forward-looking statements should not be read as a guarantee of future performance or results and will not necessarily be accurate indications of the times at, or by, which such performance or results will be achieved. AMC does not intend, and undertakes no duty, to update any information contained herein to reflect future events or circumstances, except as required by applicable law.

Source: AMC Entertainment Holdings, Inc.

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# Comparison Between AMC Preferred Equity Units and Common Stock

	Common Stock	AMC Preferred Equity Units
Convertibility	<ul style="list-style-type: none"> <li>N/A</li> </ul>	<ul style="list-style-type: none"> <li>Only upon stockholder approval one (1) AMC Preferred Equity Unit converts into one (1) share of common stock.</li> </ul>
Stock Exchange	<ul style="list-style-type: none"> <li>The common stock is listed on the NYSE</li> </ul>	<ul style="list-style-type: none"> <li>Application has been made to list the AMC Preferred Equity Units on the NYSE.</li> </ul>
Ticker Symbol	<ul style="list-style-type: none"> <li>"AMC"</li> </ul>	<ul style="list-style-type: none"> <li>"APE"</li> </ul>
Voting for Election of Directors	<ul style="list-style-type: none"> <li>One (1) vote per share.</li> <li>AMC Preferred Equity Units and common stock will vote together.</li> </ul>	<ul style="list-style-type: none"> <li>One (1) vote per AMC Preferred Equity Unit.</li> <li>AMC Preferred Equity Units and common stock will vote together.</li> </ul>
Voting for Other Corporate Matters Generally	<ul style="list-style-type: none"> <li>One (1) vote per share.</li> <li>AMC Preferred Equity Units and common stock will vote together, unless Delaware law requires that they vote separately.</li> </ul>	<ul style="list-style-type: none"> <li>One (1) vote per AMC Preferred Equity Unit.</li> <li>AMC Preferred Equity Units and common stock will vote together, unless Delaware law requires that they vote separately.</li> </ul>
Reorganization Event (i.e. Consolidation, Merger, Sale, Reclassification, etc.)	<ul style="list-style-type: none"> <li>Common stock to receive cash or other securities according to the agreement governing the Reorganization Event</li> </ul>	<ul style="list-style-type: none"> <li>AMC Preferred Equity Units will automatically convert into the types and amounts of securities, cash and other property that a holder of common stock receives</li> </ul>
Voting to Increase Authorized Shares of Common Stock	<ul style="list-style-type: none"> <li>One (1) vote per share.</li> </ul>	<ul style="list-style-type: none"> <li>One (1) vote per AMC Preferred Equity Unit.</li> </ul>
Dividends	<ul style="list-style-type: none"> <li>Should AMC institute a dividend in the future, each AMC Preferred Equity Unit and each share of common stock participate equally in any dividend.</li> </ul>	<ul style="list-style-type: none"> <li>Should AMC institute a dividend in the future, each AMC Preferred Equity Unit and each share of common stock participate equally in any dividend.</li> </ul>
Liquidation Preference	<ul style="list-style-type: none"> <li>The right of a holder of common stock to receive a recovery would be subordinate to the rights of the AMC Preferred Equity Units to the extent of the liquidation amount of the AMC Preferred Equity Units (\$0.0001).</li> </ul>	<ul style="list-style-type: none"> <li>A holder of AMC Preferred Equity Units will be entitled to the greater of (i) the liquidation preference of \$0.0001 per AMC Preferred Equity Unit plus any declared but unpaid dividends on the AMC Preferred Equity Units and (ii) the amount a holder of AMC Preferred Equity Units would have received had the AMC Preferred Equity Units been converted to common stock immediately prior to the liquidation.</li> </ul>



**An Open Letter to AMC Entertainment Shareholders  
from Our Chairman and CEO Adam Aron**

August 4, 2022

Dear fellow owner of AMC,

Thank you for being a passionate supporter of AMC. Together, we have successfully navigated many obstacles since the onset of the COVID-19 pandemic. There is more work ahead of us still, but you can see just about every day that we are making real progress towards recovery and transformation.

I am writing you today about a major step forward for AMC Entertainment, in my view probably the biggest favorable development of all of calendar year 2022. Looking at the long-term future of our company, we believe this is truly great news for AMC and not such good news for those prophets of doom who may be rooting against us.

Earlier this year, I said that AMC intended to take important and bold steps to strengthen our company and to address some of the grievances that many of you voice repeatedly in social media and in other forums. I also said, though, that the art of leading a company as complex and one as much in the spotlight as AMC is knowing what to do and what not to do, knowing when to do it and when not to do it. I commented that, in my opinion, we should patiently wait until at least our posting of AMC's second quarter 2022 financial results.

That occurred today, and in our minds those results are spectacularly encouraging, as we showed dramatically increasing attendance and revenues, along with positive Adjusted EBITDA so very much improved versus the same quarter last year. Thank you, Doctor Stephen Strange. Thank you, Tom Cruise. Thank you, Elvis Presley, and thank you, too, to all those hungry people-eating Jurassic dinosaurs.

So, ladies and gentlemen, gentlemen and ladies, TODAY WE POUNCE.

With the backdrop of AMC's terrific results in the second quarter, it is time for us to take decisive and valorous action.

Today we are announcing that later this month, AMC will be creating a new class of securities, and will be issuing an AMC Preferred Equity unit stock dividend, PAYABLE ONLY to holders of our 516,820,595 issued and outstanding common shares. This includes all of our U.S. and all of our international shareholders as well.

We will issue these new AMC Preferred Equity units on a one-for-one basis: investors will get one AMC Preferred Equity unit for each AMC common share that they own as of the record date in mid-August.

Along with our common shares which trade now and will continue to trade on the New York Stock Exchange under the symbol AMC, this new AMC Preferred Equity unit also will be a tradable security that will be listed on the New York Stock Exchange starting in August 22, 2022 under the ticker symbol "APE" — yes, APE, as in AMC Preferred Equity. And, informally, we now will refer to our two NYSE-listed securities as shares (the common stock) and APES (the AMC Preferred Equity units).

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For a variety of reasons, a dividend distribution in just about any form has been a longstanding request from our investor base. Today, we answered your call.

So, too, this issuance of 516,820,595 new APEs will essentially serve the same purpose as the much voiced request for a “share count,” as the new AMC Preferred Equity unit will ONLY go to holders of company issued and outstanding AMC common shares. Again, today, we answered your call.

Because the dividend is only being distributed to our current shareholder base as of the dividend record date, there also is NO DILUTION from this initial issuance of the APEs associated with this dividend, because these new APEs all go, and only go to holders of company issued AMC common shares. The number of issued and outstanding AMC common shares will remain at 516,820,595 after the dividend is paid, and each shareholder also will own one APE for every share of AMC common stock held.

Think of this as being very similar to a 2-for-1 stock split, except that in a stock split you would get 2 shares of new common stock for each 1 old common share. In the AMC case being announced today, however, you would own 1 share and 1 APE in lieu of just 1 common share.

Since this stock dividend move being announced today is like a stock split, it is logical to assume that once the dividend is issued, the price of our common shares will fall. Vitality, however, as an investor, you would not own only a single share, you would own instead a share AND an APE. So, your economic interest in AMC would be the price of a share PLUS the price of an APE. And while no one’s crystal ball can accurately predict stock market swings and volatility, that economic interest would be in a company that we believe is considerably stronger than AMC is now prior to this announcement being made.

The issuance of APE’s now is made possible given the previously and repeatedly announced approval by AMC’s shareholders back in 2013 that the creation and issuance of AMC preferred stock could occur solely at the AMC Entertainment Board of Directors’ future discretion.

While each APE is designed to have the same rights as a common share, and can convert into a share of common stock, that conversion decision is solely up to you. Conversion can only take place if the company proposes and shareholders (including APE holders) vote to approve the authorization of additional common shares at a future AMC Entertainment stockholders’ meeting. That is still your call to make.

But here is perhaps the most important thing of all. With the creation of APEs, AMC is deeply and fundamentally strengthening our company. Given the flexibility that APEs will give us, we likely will be able to raise money if we need or so choose, which immensely lessens any survival risk as we continue to work our way through this pandemic to recovery and transformation.

Rather than having to worry about survival, the flexibility accruing to us from APES can instead let us continue our efforts to try for AMC to soar and to thrive. This new AMC Preferred Equity provides AMC with a currency that can be used in the future to further strengthen our balance sheet, including paying down some of our debt and other liabilities. It also gives us the ability to seek shareholder value-enhancing and potentially transformative investment opportunities.

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I believe that all of this makes AMC vastly, and I mean vastly, stronger. And anything that moves us so far ahead is bad news indeed for those who wish us harm.

Having said all of that there are a myriad of details and cautions related to our announcements today. **SO, I STRONGLY URGE YOU TO READ OUR PRESS RELEASES AND SEC FILINGS ON THESE MATTERS**, which are incorporated herein by reference.

To celebrate this milestone and as a token of our appreciation for your continued support, we will be offering a free “I OWN APE” NFT to all existing AMC Investor Connect members and to new members joining by August 31, 2022. Likewise, based on the popularity of the original “I OWN AMC” NFT issued in January 2022, AMC Investor Connect members who have joined by August 31, 2022 also will be entitled to receive a free updated version of the “I OWN AMC” NFT.

When I think back over this pandemic journey we all have been on together, I am ever mindful of your dedication to AMC Entertainment and of your trust in me as its CEO. I want you to know once again that my every decision and my every action is intended to work for the long-term benefit of all of our shareholders. I act and think like a shareholder, because I too am a shareholder, and a big one. At the current AMC share price, I now own outright approximately \$15 million of AMC stock, and counting in my previously granted but unvested shares (at “target” vesting levels) have more than a \$50 million economic stake in AMC. This is pretty obvious, but that is a powerful incentive to do what is right for our shareholders.

All throughout this effort with you, I always have been candid, and I have always tried to keep my word to you. I promised you we would be bold. Well, indeed, today we pounced.

My best regards to you all,

Adam

Adam Aron  
Chairman and CEO

Proud to Offer the Most Movie Theatres in the World

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