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

FORM 8-K

CURRENT REPORT

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

**Date of Report (Date of earliest event reported):
January 25, 2023**

AMC ENTERTAINMENT HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

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

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

**26-0303916
(IRS Employer Identification
Number)**

**One AMC Way
11500 Ash Street, Leawood, KS 66211
(Address of principal executive offices, including zip code)**

**(913) 213-2000
(Registrant's telephone number, including area code)**

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

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A common stock	AMC	New York Stock Exchange
AMC Preferred Equity Units, each constituting a depository share representing a 1/100th interest in a share of Series A Convertible Participating Preferred Stock	APE	New York Stock Exchange

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.

Item 1.01 Entry into a Material Definitive Agreement

On January 25, 2023, AMC Entertainment Holdings, Inc. (the “**Company**”) entered into an amendment (the “**Twelfth Amendment**”) to the Credit Agreement (as defined below). The Twelfth Amendment extends the fixed date for the termination of the Covenant Suspension Period (as defined below) for one additional year to March 31, 2024.

The Twelfth Amendment was to the credit agreement, dated as of April 30, 2013 (as amended through the Twelfth Amendment described herein, the “**Credit Agreement**”), with the lenders from time to time party thereto and Wilmington Savings Fund Society, FSB, as administrative agent, pursuant to which the revolving lenders party thereto (constituting the requisite revolving lenders) granted an extension of the existing suspension of the financial covenant under the Credit Agreement for the period from and after the effective date of the Twelfth Amendment to and including the earlier of (a) March 31, 2024 and (b) the day immediately preceding the last day of the Test Period (as defined in the Credit Agreement) during which the Company has delivered a Financial Covenant Election (as defined in the Credit Agreement) to the administrative agent under the Credit Agreement (such period, the “**Covenant Suspension Period**”).

During the Covenant Suspension Period, the Company will not, and will not permit any of its restricted subsidiaries to, (i) make certain restricted payments, (ii) subject to certain exceptions, incur any indebtedness for borrowed money that is pari passu or senior in right of payment or security with the Revolving Loans (as defined in the Credit Agreement) or (iii) make any investment in or otherwise dispose of any assets to any subsidiary of the Company that is not a Loan Party (as defined in the Credit Agreement) to facilitate a new financing incurred by a subsidiary of the Company.

As an ongoing condition to the suspension of the financial covenant, the Company also agreed to (i) a minimum liquidity test, (ii) an anti-cash hoarding test at any time Revolving Loans are outstanding and (iii) additional reporting obligations.

The foregoing description of the Twelfth Amendment and the Credit Agreement is not intended to be complete and is qualified in its entirety by reference to the Twelfth Amendment, a copy of which is attached as Exhibit 10.1 hereto and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
10.1	Twelfth Amendment, dated as of January 25, 2023, by and among AMC Entertainment Holdings, Inc., the lenders party thereto and Wilmington Savings Fund Society, FSB, as administrative agent.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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

AMC ENTERTAINMENT HOLDINGS, INC.

Date: January 25, 2023

By: /s/ Sean D. Goodman

Sean D. Goodman

Executive Vice President and Chief Financial Officer

This TWELFTH AMENDMENT TO CREDIT AGREEMENT, dated as of January 25, 2023 (this “*Amendment*”), is entered into by and among AMC Entertainment Holdings, Inc., a Delaware corporation (the “*Borrower*”), the other Loan Parties party hereto, certain Lenders (as defined below) party hereto and Wilmington Savings Fund Society, FSB, as administrative agent (in such capacity, the “*Administrative Agent*”) and Collateral Agent.

WHEREAS, the Borrower has entered into that certain Credit Agreement dated as of April 30, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “*Existing Credit Agreement*”, and as amended by this Amendment and as further amended, restated, supplemented, amended and restated or otherwise modified from time to time, the “*Credit Agreement*”) with each lender from time to time party thereto (collectively, the “*Lenders*” and each, individually, a “*Lender*”), the Issuing Banks (as defined therein) from time to time party thereto, the Administrative Agent, the Collateral Agent (as defined therein), and the other parties from time to time party thereto; and

WHEREAS, the Borrower has requested and the Lenders constituting the Required Revolving Lenders and Required Specified Revolving Lenders have agreed to make, certain changes to the Existing Credit Agreement on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration provided herein or substantially concurrently herewith, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Defined Terms.

Capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Credit Agreement.

Section 2. Amendments. Effective as of the Amendment No. 12 Effective Date (as defined below), the parties hereto hereby agree that the definition of “Covenant Suspension Period” in the Existing Credit Agreement is hereby amended and restated as follows:

“Covenant Suspension Period” means the period from and after the Amendment No. 7 Effective Date to and including the earlier of (a) March 31, 2024 and (b) the day the Borrower has delivered a Financial Covenant Election to the Administrative Agent; provided that, to the extent the Borrower has delivered a Financial Covenant Election, the “Covenant Suspension Period” with respect to clause (c)(ii) of the definition of “Covenant Suspension Conditions” and, to the extent compliance with respect to clauses (b) and (d)(i) of the definition of “Covenant Suspension Conditions” is weekly at the time of delivery of such Financial Covenant Election, clauses (b), (d)(i) and (d)(ii) of the definition of “Covenant Suspension Conditions” shall continue in effect until the Borrower demonstrates compliance with Section 6.10(a)(i) on the last day of the Test Period in which the Borrower has delivered such Financial Covenant Election by delivering to the Specified Revolving Lenders a certificate that (x) the sum of (A) the aggregate principal amount of Revolving Loans then outstanding plus (B) the amount by which the face amount of Letters of Credit then outstanding (other than Letters of Credit that are Cash Collateralized) is in excess of \$25,000,000 in the aggregate, is less than or equal to 35.0% of the aggregate principal amount of Revolving Commitments then in effect on such Test Date or (y) the Secured Leverage Ratio is less than or equal to 6.00 to 1.00 as of the last day of such Test Period.

Section 3. Representations and Warranties.

(a) The representations and warranties of each Loan Party set forth in the Loan Documents are, after giving effect to this Amendment on the Amendment No. 12 Effective Date, true and correct in all material respects on and as of such date, except to the extent such representations and warranties specifically refer to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date; *provided* that any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct in all respects on the Amendment No. 12 Effective Date or on such earlier date, as the case may be.

(b) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing on the Amendment No. 12 Effective Date.

Section 4. Conditions to Effectiveness. This Amendment shall become effective on the date on which the Borrower and each Lender party hereto (which shall constitute the Required Revolving Lenders and Required Specified Revolving Lenders) have signed counterparts of this Amendment (the “*Amendment No. 12 Effective Date*”).

Section 5. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of New York. The provisions of Sections 9.09 and 9.10 of the Credit Agreement shall apply to this Amendment to the same extent as if fully set forth herein.

Section 6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of any executed counterpart of a signature page of this Amendment by facsimile transmission or other electronic imaging means shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based record-keeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

Section 7. Expenses and Indemnification. The provisions of Section 9.03 of the Credit Agreement shall apply to this Amendment to the same extent as if fully set forth herein.

Section 8. Effect of Amendment.

(a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of, the Lenders or the Agents under the Existing Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. The parties hereto acknowledge and agree that the amendment of the Existing Credit Agreement pursuant to this Amendment and all other Loan Documents amended and/or executed and delivered in connection herewith shall not constitute a novation of the Existing Credit Agreement and the other Loan Documents as in effect prior to the Amendment No. 12 Effective Date. Nothing herein shall be deemed to establish a precedent for purposes of interpreting the provisions of the Credit Agreement or entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Amendment shall apply to and be effective only with respect to the provisions of the Existing Credit Agreement and the other Loan Documents specifically referred to herein.

(b) On and after the Amendment No. 12 Effective Date, each reference in the Credit Agreement to “*this Agreement*”, “*hereunder*”, “*hereof*”, “*herein*” or words of like import, and each reference to the Credit Agreement, “*thereunder*”, “*thereof*”, “*therein*” or words of like import in any other Loan Document, shall be deemed a reference to the Credit Agreement, as amended hereby. This Amendment shall constitute a “*Loan Document*” for all purposes of the Credit Agreement and the other Loan Documents.

[Remainder of page intentionally left blank]

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

AMC ENTERTAINMENT HOLDINGS, INC.

By: /s/ Sean D. Goodman
Name: Sean D. Goodman
Title: Executive Vice President and Chief Financial Officer

AMERICAN MULTI-CINEMA, INC.
AMC LICENSE SERVICES, LLC
AMC ITD, LLC

By: /s/ Sean D. Goodman
Name: Sean D. Goodman
Title: Chief Financial Officer

AMC CARD PROCESSING SERVICES, INC.

By: /s/ Sean D. Goodman
Name: Sean D. Goodman
Title: President and Chief Financial Officer

[Signature Page To Twelfth Amendment]

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Administrative Agent

By: /s/ John McNichol

Name: John McNichol

Title: Assistant Vice President

[Signature Page To Twelfth Amendment]

CITIBANK, N.A.,
as a Revolving Lender

By: /s/ Elizabeth Minnella Gonzalez
Name: Elizabeth Minnella Gonzalez
Title: Vice President & Managing Director

[Signature Page To Twelfth Amendment]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Revolving Lender

By: /s/ Gianni Russello
Name: Gianni Russello
Title: Authorized Signatory

By: /s/ Johannes Werner
Name: Johannes Werner
Title: Authorized Signatory

[Signature Page To Twelfth Amendment]

GOLDMAN SACHS BANK USA,
as a Revolving Lender

By: /s/ Keshia Leday
Name: Keshia Leday
Title: Authorized Signatory

[Signature Page To Twelfth Amendment]
