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): February 9, 2026

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

Delaware	**001-33892**	**26-0303916**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

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

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

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

¨ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

¨ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

¨ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

¨ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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 February 9, 2026, AMC Entertainment Holdings, Inc. (the "Company" or "AMC") entered into a sales and registration agreement (the "Sales and Registration Agreement") with (1) Goldman Sachs & Co. LLC, B. Riley Securities, Inc. and Yorkville Securities, LLC, from time to time acting as sales agents (in such capacity, the "Sales Agents") and (2) Goldman Sachs & Co. LLC, as the Forward Seller of any and all Hedging Shares offered by the Forward Counterparty (in each case, as defined below), and Goldman Sachs International, acting in its capacity as Forward Counterparty, relating to the shares of Class A common stock, par value $0.01 (the "Common Stock") of the Company offered by the Prospectus Supplement (as defined below) and the accompanying prospectus having an aggregate offering price of up to $150,000,000.

In accordance with the terms of the Sales and Registration Agreement, the Company may issue and sell shares of Common Stock covered by the Prospectus Supplement at any time and from time to time through the Sales Agents. The Sales Agents may act as agents on the Company's behalf or purchase shares of Common Stock from the Company as principal for its own account.

The Company also entered into a master confirmation (the "Master Confirmation") with Goldman Sachs International (in its capacity as buyer under any Forward (as defined herein), the "Forward Counterparty") pursuant to which the Company expects to enter into one or more collared forward transactions (each, a "Forward"), under which the Company will agree to sell up to the number of shares of Common Stock specified in such Forward (subject to adjustment as set forth therein) to the Forward Counterparty. If the Company enters into a Forward with the Forward Counterparty, to establish a hedge position under such Forward, the Forward Counterparty will have a pledge of up to the maximum number of shares of Common Stock deliverable under such Forward (the "Hedging Shares") from the Company, with a right to rehypothecate the pledged shares, and will rehypothecate and sell up to such maximum number of shares through Goldman Sachs & Co. LLC acting as the statutory underwriter (in such capacity, the "Forward Seller") in an offering under the Prospectus Supplement and accompanying prospectus over a period of time to be agreed between the Company and the Forward Counterparty for such Forward (an "Initial Hedging Period"), all subject to the terms of the Sales and Registration Agreement. The Initial Hedging Period for any Forward that we may enter into during a reporting quarter is expected to terminate during such reporting quarter or shortly thereafter. The establishment of such hedge positions could have the effect of decreasing, or limiting an increase in, the market price of Common Stock.

The Company has been advised by the Forward Counterparty that it expects that, on the same days during the Initial Hedging Period when it is selling a number of Hedging Shares underlying the Forward, the Forward Counterparty or its affiliate(s) will be contemporaneously purchasing a substantial portion of such number of shares in the open market for its own account, as the Forward Counterparty expects its initial hedge position in respect of any Forward to be substantially less than the number of shares underlying such Forward. Such purchases in the open market may have the effect of increasing, or limiting a decrease in the market price of Common Stock. The number of shares underlying any Forward will be reduced in the event that the Forward Counterparty is unable to introduce the maximum number of shares deliverable under the Forward into the public market during the Initial Hedging Period (including as a result of the prospectus being unavailable at any time during such Initial Hedging Period).

In addition, the Company has been advised by the Forward Counterparty that the Forward Counterparty expects to dynamically modify its hedge positions for its own account by it or its affiliate(s) buying or selling shares of Common Stock or engaging in derivatives or other transactions with respect to Common Stock from time to time during the term of a particular Forward, including during the valuation period for such Forward. The purchases and sales of shares of Common Stock or other hedging transactions by the Forward Counterparty to modify the Forward Counterparty's hedge positions from time to time during the term of the Forward may variously have a positive, negative or neutral impact on the market price of Common Stock, depending on market conditions at such times.

The settlement price per share under a Forward at maturity (whether on the scheduled maturity date or an accelerated maturity date, as applicable, for the Forward or a portion thereof) will be based on the arithmetic average of volume weighted prices of Common Stock during the valuation period for such Forward that will run between the completion of the Initial Hedging Period for such Forward or shortly thereafter and applicable maturity (the "Reference Price"), subject to the agreed forward floor and cap prices. The Forward will specify the floor percentage (which will be less than 100%) and the cap percentage (which will be more than 100%). Upon completion of the Initial Hedging Period with respect to such Forward, the forward floor price and the forward cap price will be determined by multiplying the weighted average prices at which the Forward Counterparty will have sold the shares of Common Stock during the Initial Hedging Period to establish its hedge position for such Forward by the floor percentage and the cap percentage, respectively. The floor price is intended to mitigate the downside risk of any potential decline in the Reference Price below the floor price during the valuation period, but the cap price would also limit the potential upside benefit to the extent the Reference Price were to exceed the cap price during the valuation period. The Company will determine the scheduled maturity of a Forward at the time we enter into such Forward based, among other factors, upon the market conditions at the time, and the Company currently expects that such scheduled maturity will be approximately six months after completion of the Initial Hedging Period for such Forward.

If the Company enters into any Forward with the Forward Counterparty, the Company expects to receive under such Forward, (x) an initial cash payment after completion of the respective Initial Hedging Period for such Forward or shortly thereafter, based on, among other factors, the floor price and prepayment percentage agreed for such Forward, if any and (y) at maturity of such Forward (or a portion thereof), an additional payment, if any, to the extent that the total amount due under such Forward exceeds the initial cash payment. If the number of the shares of Common Stock underlying any Forward is reduced upon completion of the Initial Hedging Period therefor as described above, the Company would not be entitled to receive the full amounts upon prepayment and/or at maturity of such Forward that it may initially anticipate at the time of entry into such Forward.

The Company intends to use any (1) net proceeds received from the Sales Agents upon issuance and sale of shares of Common Stock through the Sales Agents and (2) amount received from the Forward Counterparty upon prepayment and, if applicable, settlement of one or more Forwards, in each case, if any, to strengthen the Company's balance sheet and reinvest in the Company's core business to elevate and differentiate the movie-going experience under the AMC GO Plan. The Company intends to strengthen the balance sheet by bolstering the Company's liquidity, and by repaying, redeeming or refinancing the Company's existing debt (including expenses, accrued interest and premium, if any). Investments under the AMC GO Plan include such areas as seating, sight and sound enhancements, including an increase in the number of branded premium large format screens.

Sales, if any, of Common Stock under the Prospectus Supplement and the accompanying prospectus may be made in sales deemed to be "at-the-market offerings" as defined in Rule 415 under the Securities Act of 1933, as amended (the "Securities Act"), including by sales made by means of ordinary brokers' transactions on or through the New York Stock Exchange or another market for Common Stock, sales made to or through a market maker other than on an exchange, including in the over-the-counter market, in negotiated transactions (including block trades), at market prices prevailing at the time of sale or at negotiated prices, through a combination of any such methods of sale, or by any other method permitted by law. The Sales Agents and Forward Seller are not required to sell any specific number or dollar amount of shares of Common Stock, but, subject to the terms and conditions of the Sales and Registration Agreement and, in relation to sales of the Hedging Shares, the applicable Forward Counterparty, the Sales Agents and the Forward Seller will use their respective commercially reasonable efforts, consistent with their normal trading and sales practices, to sell up to the designated shares of Common Stock. In respect of any sales by the Sales Agents on the Company's behalf and in respect of any sales of the Hedging Shares by the Forward Seller on behalf of the Forward Counterparty, the Company may specify that no shares of Common Stock may be sold, if the sales cannot be effected at or above the price designated by the Company, and the Company may specify other trading parameters for such sales (including volume limitations). Accordingly, any sales by the Sales Agents on the Company's behalf and any sales of the Hedging Shares by the Forward Seller may be suspended at any time, and there can be no assurance that either the Sales Agents or the Forward Seller will be able to sell any shares pursuant to the Sales and Registration Agreement. No sales of shares of Common Stock by the Sales Agents acting on the Company's behalf will occur simultaneously with any sales of the Hedging Shares by the Forward Seller on behalf of the Forward Counterparty, in each case, pursuant to the Sales and Registration Agreement.

The Common Stock will be offered and sold pursuant to the Company's shelf registration statement on Form S-3 filed on February 9, 2026 (the "Registration Statement") with the Securities and Exchange Commission (the "SEC"). The Company filed a prospectus supplement, dated February 9, 2026 (the "Prospectus Supplement"), to the prospectus, dated February 9, 2026, with the SEC in connection with the offer and sale of the Common Stock.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of any offer to buy the securities discussed herein, nor shall there by any offer, solicitation or sale of the securities in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

The foregoing description of the Sales and Registration Agreement and the Master Confirmation is qualified in its entirety by reference to the Sales and Registration Agreement and the Master Confirmation, copies of which are filed as Exhibit 1.1 and Exhibit 10.1 to this Current Report on Form 8-K and are incorporated herein by reference. A copy of the opinion of Weil, Gotshal & Manges LLP, relating to the validity of the Common Stock registered pursuant to the Prospectus Supplement is filed with this Current Report on Form 8-K as Exhibit 5.1.

Item 8.01 Other Events.

Reference is made to the Prospectus Supplement, which includes updated risk factor disclosures.

Forward-Looking Statements

This Current Report on Form 8-K includes "forward-looking statements" within the meaning of the federal securities laws, including the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. 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 the Company makes regarding the expected use of proceeds from the transactions described herein, including any forward transactions and related "at-the-market" offering of the shares of Common Stock. Any forward-looking statement speaks only as of the date on which it is made. These forward-looking statements may include, among other things, statements related to AMC's current expectations regarding the performance of its business, financial results, liquidity and capital resources and are based on information available at the time the statements are made and/or management's good faith belief as of that time with respect to future events, and are subject to risks, trends, uncertainties and other facts that could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. These risks, trends, uncertainties and facts include, but are not limited to: the sufficiency of AMC's existing cash and cash equivalents and available borrowing capacity; AMC's ability to obtain additional liquidity, which if not realized or insufficient to generate the material amounts of additional liquidity that will be required unless it is able to achieve more normalized levels of operating revenues, likely would result with AMC seeking an in-court or out-of-court restructuring of its liabilities; the effectiveness of the refinancing transactions completed in the third quarter of 2025 and the ability to further equitize existing debt; increased use of alternative film delivery methods or other forms of entertainment; the continued recovery of the North American and international box office; AMC's significant indebtedness, including its ability to meet its covenants and limitations on AMC's ability to take advantage of certain business opportunities imposed by such covenants; shrinking exclusive theatrical release windows; the seasonality of AMC's revenue and working capital; intense competition in the geographic areas in which AMC operates; risks relating to impairment losses, including with respect to goodwill and other intangibles, and theatre and other closure charges; motion picture production, promotion, marketing, and performance including labor stoppages affecting the production, supply and release schedule of theatrical motion picture content and choice of distributors to release fewer feature-length films as a result of the additional financial burden imposed by tariffs; the use of artificial intelligence ("AI") technology in the filmmaking process and audience acceptance of movies made utilizing AI technology; general and international economic, political, regulatory and other risks, including but not limited to rising interest rates; AMC's lack of control over distributors of films; limitations on the availability of capital, including on the authorized number of Common Stock; dilution of voting power caused by recent sales of Common Stock and through the issuance of Common Stock underlying Muvico, LLC's exchangeable notes and the issuance of preferred stock; AMC's ability to achieve expected synergies, benefits and performance from its strategic initiatives; AMC's ability to refinance its indebtedness on favorable terms; AMC's ability to optimize its theatre circuit; AMC's ability to recognize interest deduction carryforwards, net operating loss carryforwards, and other tax attributes to reduce future tax liability; supply chain disruptions, labor shortages, increased cost and inflation; and other factors discussed in the reports AMC has filed with the SEC. Should one or more of these risks, trends, uncertainties, or facts materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those indicated or anticipated by the forward-looking statements contained herein. Accordingly, the Company cautions you against relying on 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. For a detailed discussion of risks, trends and uncertainties facing AMC, see the section entitled "Risk Factors" and elsewhere in the Company's most recent annual report on Form 10-K and quarterly reports on Form 10-Q, as well as the Company's other filings with the SEC, copies of which may be obtained by visiting the Company's Investor Relations website at investor.amctheatres.com or the SEC's website at www.sec.gov.

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.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*

Exhibit No.	Description of Exhibit
1.1	Sales and Registration Agreement, dated as of February 9, 2026, by and among AMC Entertainment Holdings Inc., Goldman Sachs & Co. LLC and Goldman Sachs International.
5.1	Opinion of Weil, Gotshal & Manges LLP.
10.1	Master Confirmation, dated as of February 9, 2026, by and between AMC Entertainment Holdings Inc. and Goldman Sachs International.
23.1	Consent of Weil, Gotshal & Manges LLP (Included in Exhibit 5.1).
104	Cover Page Interactive Data File (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.

AMC ENTERTAINMENT HOLDINGS, INC.

Date: February 9, 2026

By: /s/ Edwin F. Gladbach
Name: Edwin F. Gladbach
Title: Senior Vice President, General Counsel and Secretary

Exhibit 1.1

AMC ENTERTAINMENT HOLDINGS, INC.

Class A Common Stock
($0.01 par value)

With an Aggregate Sales Price of Up to $150,000,000

Sales and Registration Agreement

February 9, 2026

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282
USA

Goldman Sachs International
Plumtree Court
25 Shoe Lane
London EC4A 4AU
United Kingdom

B. Riley Securities, Inc.
299 Park Avenue, 21st Floor
New York, New York 10171

Yorkville Securities, LLC
1012 Springfield Avenue
Mountainside, New Jersey 07092

Ladies and Gentlemen:

AMC Entertainment Holdings, Inc., a corporation organized under the laws of Delaware (the "Company"), confirms its agreement (this "Agreement") with Goldman Sachs & Co. LLC, as sales agent, Forward Seller (as defined below) and/or principal, B. Riley Securities, Inc., as sales agent and/or principal, and Yorkville Securities, LLC, as sales agent and/or principal (each, in any such capacity, a "Manager" and, collectively, the "Managers"), and Goldman Sachs International, as Forward Counterparty (as defined below), as follows:

1. Description of Shares. The Company proposes to issue and sell through or to the Managers, as sales agents on the Company's behalf and/or principals, shares of the Company's Class A common stock, $0.01 par value ("Common Stock"), subject to the limitations set forth herein, from time to time during the term of this Agreement and on the terms set forth in Section 3 of this Agreement. Any shares of Common Stock issued and sold by the Company through the Managers, acting as sales agents for the Company or to the Managers, acting as principals, pursuant to this Agreement and, if applicable, any Terms Agreement (as defined below), are hereinafter sometimes called "Primary Shares".

In addition, the Company may from time to time during the term of this Agreement enter into one or more collared forward sale transactions (each, a "Forward" and the relevant confirmation of such transaction, a "Forward Confirmation") pursuant to that certain Master Confirmation dated as of the date hereof (the "Master Confirmation") with Goldman Sachs International (acting in such capacity, the "Forward Counterparty") relating to shares of the Common Stock, subject to the limitations set forth herein. Upon entry into a Forward and in connection with hedging its exposure under such Forward, the Forward Counterparty will receive from the Company, subject to the Forward Counterparty's return obligations on the terms set forth in the applicable Forward Confirmation, up to the maximum number of shares of Common Stock deliverable under such Forward (such borrowed shares, the "Hedging Shares") and, subject to effectiveness of the Forward, sell the Hedging Shares to Goldman Sachs & Co. LLC, in its capacity as underwriter for an offering of the Hedging Shares, on behalf of the Forward Counterparty over the "Hedge Period" for such Forward (as defined in the Master Confirmation), on the terms set forth in Section 3 of this Agreement (in such capacity, the "Forward Seller").

The aggregate offering price of the Primary Shares and the Hedging Shares that may be sold pursuant to this Agreement and, if applicable, any Terms Agreement shall not exceed $150,000,000 (collectively, the "Shares" and the "Maximum Number of Shares", respectively).

For purposes of selling any Primary Shares through the Managers as sales agents, the Company hereby appoints the Managers as exclusive agents of the Company for the purpose of soliciting purchases of such Primary Shares from the Company pursuant to this Agreement and the Managers as sales agents agree to use their commercially reasonable efforts to solicit purchases of such Primary Shares on the terms and subject to the conditions stated herein. The Company agrees that whenever it determines to sell any Primary Shares directly to a Manager as principal, it will enter into a separate agreement with such Manager (each, a "Terms Agreement") in substantially the form of Annex I hereto, relating to such sale in accordance with Section 3 of this Agreement. The Forward Seller, when acting in its capacity as such, agrees to use its commercially reasonable efforts to solicit purchases of the Hedging Shares on behalf of the Forward Counterparty on the terms and subject to the conditions stated herein. For the avoidance of doubt, the Forward Seller, in its capacity as such, shall not act as an agent, broker or dealer for, or sell any Shares on behalf of, the Company under this Agreement. Certain terms used herein are defined in Section 21 hereof.

2. Representations and Warranties. The Company represents and warrants to, and agrees with, the Managers and the Forward Counterparty at the Execution Time and on each such time the following representations and warranties are repeated or deemed to be made pursuant to this Agreement, as set forth below.

(a) The Company meets the requirements for use of Form S-3 under the Securities Act and has prepared and filed with the Commission an automatic shelf registration statement, as defined in Rule 405 on Form S-3, including a related Base Prospectus, for registration under the Securities Act of the offering and sale of, among other securities, the Shares. Such Registration Statement, including any amendments thereto filed prior to the Execution Time or prior to any such time this representation is repeated or deemed to be made, became effective upon filing. The Company has filed with the Commission the Prospectus Supplement relating to the Shares in accordance with Rule 424(b). As filed, the Prospectus contains all information required by the Securities Act and the rules thereunder, and, except to the extent the Managers shall agree in writing to a modification, shall be in all substantive respects in the form furnished to the Managers prior to the Execution Time or prior to any such time this representation is repeated or deemed to be made. The Registration Statement, at the Execution Time, each such time this representation is repeated or deemed to be made, and at all times during which a prospectus is required by the Securities Act to be delivered (whether physically or through compliance with Rule 172 or any similar rule) in connection with any offer or sale of Shares, meets the requirements set forth in Rule 415(a)(1)(x). The initial Effective Date of the Registration Statement was not earlier than the date three years before the Execution Time. Any reference herein to the Registration Statement, the Base Prospectus, the Prospectus Supplement, any Interim Prospectus Supplement or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, the Prospectus Supplement, any Interim Prospectus Supplement or the Prospectus, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Base Prospectus, the Prospectus Supplement, any Interim Prospectus Supplement or the Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Base Prospectus, the Prospectus Supplement, any Interim Prospectus Supplement or the Prospectus, as the case may be, deemed to be incorporated therein by reference.

(b) To the extent that the Registration Statement is not available for the sales of the Shares as contemplated by this Agreement or the Company otherwise is unable to make the representations set forth in Section 2(e) at any time when such representations are required, the Company shall file a new registration statement with respect to any additional shares of Common Stock necessary to complete such sales of the Shares and shall cause such registration statement to become effective as promptly as practicable. After the effectiveness of any such registration statement, all references to "Registration Statement" included in this Agreement shall be deemed to include such new registration statement, including all documents incorporated by reference therein pursuant to Item 12 of Form S-3, and all references to "Base Prospectus" included in this Agreement shall be deemed to include the final form of prospectus, including all documents incorporated therein by reference, included in any such registration statement at the time such registration statement became effective.

(c) On each Effective Date, at the Execution Time, at each Applicable Time, at each Settlement Date and at all times during which a prospectus is required by the Securities Act to be delivered (whether physically or through compliance with Rule 172 or any similar rule) in connection with any offer or sale of Shares, the Registration Statement complied and will comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act and the respective rules thereunder and did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; and on the date of any filing pursuant to Rule 424(b), at the Execution Time, at each Applicable Time, on each Settlement Date and at all times during which a prospectus is required by the Securities Act to be delivered (whether physically or through compliance with Rule 172 or any similar rule) in connection with any offer or sale of Shares, the Prospectus (together with any supplement thereto) complied and will comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act and the respective rules thereunder and did not and will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to the information contained in or omitted from the Registration Statement or the Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by the Managers or the Forward Counterparty specifically for inclusion in the Registration Statement or the Prospectus (or any supplement thereto), it being understood and agreed that the only such information furnished by the Managers and the Forward Counterparty consists of the information described as such in the last sentence of Section 7(a) hereof.

(d) At the Execution Time, at each Applicable Time and at each Settlement Date, the Disclosure Package does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by the Managers or the Forward Counterparty specifically for use therein, it being understood and agreed that the only such information furnished by the Managers and the Forward Counterparty consists of the information described as such in the last sentence of Section 7(a) hereof.

(e) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Securities Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Sections 13 or 15(d) of the Exchange Act or form of prospectus) and (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Shares in reliance on the exemption in Rule 163, the Company was or is (as the case may be) a "well-known seasoned issuer" as defined in Rule 405. The Company agrees to pay the fees required by the Commission relating to the Shares within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(f) (i) At the earliest time after the filing of the Registration Statement that the Company or the Forward Seller or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2)) of the Shares and (ii) as of the Execution Time and on each such time this representation is repeated or deemed to be made (with such date being used as the determination date for purposes of this clause (ii)), the Company was not and is not an Ineligible Issuer (as defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an Ineligible Issuer.

(g) Each Issuer Free Writing Prospectus, if any, does not include any information that conflicts with the information contained in the Registration Statement, including any document incorporated therein by reference and any prospectus supplement deemed to be a part thereof that has not been superseded or modified. The foregoing sentence does not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by the Managers or the Forward Counterparty specifically for use therein, it being understood and agreed that the only such information furnished by the Managers and the Forward Counterparty consists of the information described as such in the last sentence of Section 7(a) hereof.

(h) The Registration Statement is not the subject of a pending proceeding or examination under Section 8(d) or 8(e) of the Securities Act, and the Company is not the subject of a pending proceeding under Section 8A of the Securities Act in connection with the offering of the Shares.

(i) The Common Stock is an "actively-traded security" exempted from the requirements of Rule 101 of Regulation M under the Exchange Act by subsection (c)(1) of such rule.

(j) The Company has not entered into any other sales agency agreements or other similar arrangements with any agent or any other representative in respect of at the market offerings of the Shares in accordance with Rule 415(a)(4) of the Securities Act.

(k) The Company has not taken, directly or indirectly, any action designed to or that has constituted or that might reasonably be expected to cause or result, under the Exchange Act or otherwise, in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(l) There is no broker, finder or other party that is entitled to receive from the Company any brokerage or finder's fee or other fee or commission as a result of any transactions contemplated by this Agreement.

(m) Each of the Company and its subsidiaries has been duly incorporated or formed, as applicable, and is validly existing as a corporation, limited liability company or partnership, as applicable, in good standing under the laws of the jurisdiction of its incorporation or organization, as applicable, with requisite power and authority (corporate and other) to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Disclosure Package and the Prospectus, and has been duly qualified as a foreign corporation, limited liability company or partnership, as applicable, for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction, except where the failure to be so duly qualified as a foreign corporation, limited liability company or partnership, as applicable, or in good standing in such foreign jurisdiction would not, individually or in the aggregate, have a Material Adverse Effect (as defined below).

(n) All the outstanding shares of capital stock of the Company and each of its subsidiaries have been duly and validly authorized and issued and are fully paid and nonassessable, and, except as otherwise set forth in the Disclosure Package and the Prospectus, all outstanding shares of capital stock or membership interests of the subsidiaries are owned by the Company either directly or through wholly owned subsidiaries and are free and clear of any perfected security interest or any other security interests, claims, liens or encumbrances.

(o) There is no franchise, contract or other document of a character required to be described in the Registration Statement or Prospectus, or to be filed as an exhibit thereto, which is not described or filed as required; and the statements in the Prospectus under the heading "Material U.S. Federal Income Tax Consequences" insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings.

(p) This Agreement has been duly authorized, executed and delivered by the Company.

(q) The Company is not and, after giving effect to the transactions contemplated by this Agreement, any Terms Agreement and any Forward, and the application of the proceeds thereof as described in the Disclosure Package and the Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

(r) No consent, approval, authorization, filing with or order of any court or governmental agency or body is required in connection with the transactions contemplated herein, except (i) such as may be required under the blue sky laws of any jurisdiction in connection with the distribution of the Shares by the Managers in the manner contemplated herein and in the Disclosure Package and the Prospectus and (ii) as shall have been obtained or made prior to the Applicable Time.

(s) Neither the issue and sale of the Primary Shares, nor the offering of the Hedging Shares by the Forward Seller on behalf of the Forward Counterparty as contemplated herein, nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof will conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, (i) the charter or by-laws or comparable constituting documents of the Company or any of its subsidiaries; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any of its subsidiaries is a party or bound or to which its or their property is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its subsidiaries or any of its or their properties; except with respect to clauses (ii) and (iii) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business (a "Material Adverse Effect") or a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby.

(t) No holders of securities of the Company have rights to the registration of such securities under the Registration Statement in connection with the transactions contemplated herein.

(u) The consolidated historical financial statements and schedules of the Company and its consolidated subsidiaries included in the Prospectus and the Registration Statement present fairly in all material respects the financial condition, results of operations and cash flows of the Company and its consolidated subsidiaries, as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of Regulation S-X, and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement fairly present the information called for in all material respects and have been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(v) Other than as set forth in the Disclosure Package and the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries are a party or of which any property of the Company or any of its subsidiaries are the subject which, if determined adversely to the Company or any of its subsidiaries (i) would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby or (ii) would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and, to the best of the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

(w) The Company and each of its subsidiaries own or lease all such properties as are necessary to the conduct of their respective operations as presently conducted, except as would not materially interfere with the use made and proposed to be made of such properties or reasonably be expected to have a Material Adverse Effect. Except as otherwise disclosed in the Disclosure Package and the Prospectus or as would not reasonably be expected to result in a Material Adverse Effect, the Company and each of its subsidiaries have good and marketable title to all the properties and assets reflected as owned in the Disclosure Package. Except as otherwise disclosed in the Disclosure Package or the Prospectus or as would not reasonably be expected to result in a Material Adverse Effect, the real property, improvements, equipment and personal property held under lease by the Company and its subsidiaries are held under valid and enforceable leases.

(x) The Company and its subsidiaries are not in violation or default of (i) any provision of its respective charter or bylaws (or similar organizational documents), (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which they are a party or bound or to which their respective property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or any of its subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such subsidiary, or any of their respective properties, as applicable, except with respect to clauses (ii) and (iii) where such violation or default would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(y) Ernst & Young LLP is an independent registered public accounting firm with respect to the Company within the meaning of the Securities Act and the applicable published rules and regulations thereunder.

(z) The Company and its subsidiaries have filed all foreign, federal, state and local income tax returns that are required by law to be filed or have requested extensions thereof (except in any case in which the failure so to file would not reasonably be expected to have a Material Adverse Effect) and have paid all income taxes required to be paid by them and any other assessment, fine or penalty levied against them, to the extent that any of the foregoing is due and payable, except (i) for any such tax, assessment, fine or penalty that is currently being contested in good faith, for which adequate reserves have been provided in accordance with GAAP; (ii) as would not reasonably be expected to have a Material Adverse Effect, whether or not arising from transactions in the ordinary course of business; or (iii) as set forth in or contemplated in the Disclosure Package and the Prospectus.

(aa) No labor problem or dispute with the employees of the Company or any of its subsidiaries exists or, to the Company's knowledge, is threatened or imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or its subsidiaries' principal suppliers, contractors or customers, that would reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Prospectus.

(bb) (i) The Company and each of its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks in such amounts and subject to such self-insurance retentions as are prudent and customary in the businesses in which they are engaged; (ii) all policies of insurance and fidelity or surety bonds insuring the Company or any of the subsidiaries or their respective businesses, assets, employees, officers and directors are in full force and effect; (iii) the Company and each of its subsidiaries are in compliance with the terms of such policies and instruments in all material respects; and there are no claims by the Company or any of its subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; and (iv) the Company and its subsidiaries have no reason to believe that they will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not reasonably be expected to have a Material Adverse Effect, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Prospectus.

(cc) No subsidiary of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's property or assets to the Company or any other subsidiary of the Company, except as described in or contemplated by the Disclosure Package and the Prospectus or as would not reasonably be expected to have a Material Adverse Effect.

(dd) The Company and each of its subsidiaries have all licenses, franchises, permits, authorizations, approvals and orders and other concessions of and from all governmental agencies that are necessary to own or lease their properties and conduct their business as described in the Disclosure Package and the Prospectus, except where the failure to have such licenses, franchises, permits, authorizations, approvals or orders would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and to the best actual knowledge of the Company, the Company and any such subsidiary have not received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect.

(ee) The Company and each of its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement and the Prospectus fairly present the information called for in all material respects and have been prepared in accordance with the Commission's rules and guidelines applicable thereto. The Company and its subsidiaries' internal controls over financial reporting are effective and the Company and its subsidiaries are not aware of any material weakness in their internal controls over financial reporting.

(ff) The Company and its subsidiaries maintain "disclosure controls and procedures" (as such term is defined in Rule 13a-15(e) under the Exchange Act) and to the extent required thereunder, such disclosure controls and procedures are effective.

(gg) Other than as set forth in each of the Disclosure Package and the Prospectus, to the best actual knowledge of the Company, the Company and its subsidiaries are not in violation of any statute, any rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances (collectively, "Environmental Laws"), owns or operates any real property contaminated with any substance that is subject to any Environmental Laws, is liable for any off-site disposal or contamination pursuant to any Environmental Laws, or subject to any claim relating to any Environmental Laws, which violation, contamination, liability or claim would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and the Company is not aware of any pending investigation which might lead to such a claim. Other than as set forth in the Disclosure Package and the Prospectus, there is no judgment, decree, injunction, rule, writ or order of any governmental entity or arbitrator under any Environmental Laws outstanding against the Company and its subsidiaries which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(hh) Except as would not reasonably be expected to have a Material Adverse Effect, none of the following events has occurred or exists: (i) a failure to fulfill the obligations, if any, under the minimum funding standards of Section 302 of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the regulations and published interpretations thereunder with respect to a Plan, determined without regard to any waiver of such obligations or extension of any amortization period; (ii) an audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other federal or state governmental agency or any foreign regulatory agency with respect to the employment or compensation of employees by any of the Company or any of its subsidiaries; (iii) any breach of any contractual obligation, or any violation of law or applicable qualification standards, with respect to the employment or compensation of employees by the Company or any of its subsidiaries. Except as would not reasonably be expected to have a Material Adverse Effect, none of the following events has occurred or is reasonably likely to occur: (i) a material increase in the aggregate amount of contributions required to be made to all Plans in the current fiscal year of the Company and its subsidiaries compared to the amount of such contributions made in the most recently completed fiscal year of the Company and its subsidiaries; (ii) a material increase in the "accumulated post-retirement benefit obligations" (within the meaning of Financial Accounting Standards Board Accounting Standards Codification No. 715: Compensation-Retirement Benefits) of the Company and its subsidiaries compared to the amount of such obligations in the most recently completed fiscal year of the Company and its subsidiaries; (iii) any event or condition giving rise to a liability under Title IV of ERISA; or (iv) the filing of a claim by one or more employees or former employees of the Company or any of its subsidiaries related to their employment. For purposes of this paragraph, the term "Plan" means a plan (within the meaning of Section 3(3) of ERISA) subject to Title IV of ERISA with respect to which the Company or any of its subsidiaries may have any liability.

(ii) There is and has been no failure on the part of the Company and any of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 relating to loans and Sections 302 and 906 relating to certifications.

(jj) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977 or the U.K. Bribery Act of 2010, each as may be amended, and the rules and regulations thereunder (the "FCPA" and "UKBA", respectively), or other applicable anti-bribery laws and regulations, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA, the UKBA or other applicable anti-bribery laws and regulations; and the Company, its subsidiaries and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance with the FCPA, the UKBA or other applicable anti-bribery laws and regulations, and have instituted and maintain and enforce policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(kk) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(ll) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries (i) is currently subject to any sanctions administered by the U.S. government, including the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC") or the U.S. Department of State, the United Nations Security Council, the European Union, or the United Kingdom (including sanctions administered or controlled by His Majesty's Treasury) (collectively, "Sanctions" and such persons, "Sanctioned Persons") or other relevant sanctions authority, and (ii) will use the proceeds of this offering, directly or indirectly, to fund or facilitate the activities of any Sanctioned Persons or entity or any country, region or territory that is, at the time of such funding or facilitation, subject to Sanctions or any person or entity located in a country, region or territory subject to Sanctions (including any administered or enforced by OFAC or the U.S. Department of State), the United Nations Security Council, the European Union, or the United Kingdom (including sanctions administered or controlled by His Majesty's Treasury).

(mm) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries, is a person that is, or is 50% or more owned or otherwise controlled by a person that is: (i) the subject of any Sanctions; or (ii) located, organized or resident in a country, region or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country, region or territory (including at the time of this agreement, Cuba, Iran, North Korea, Crimea, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic or any other covered region of Ukraine identified pursuant to Executive Order 14065) (collectively, "Sanctioned Countries" and each, a "Sanctioned Country").

(nn) The Company and its subsidiaries have not engaged in any dealings or transactions with or for the benefit of Sanctioned Persons, or with or in a Sanctioned Country, since April 19, 2019, nor does the Company or any of its subsidiaries have any plans to deal or transact with Sanctioned Persons, or with or in Sanctioned Countries.

(oo) (i) There have been no material breaches or violations of (or unauthorized access to) the Company or its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications and databases (collectively, the "IT Systems") or any personal, personally identifiable, sensitive, confidential or regulated data (collectively, "Personal Data") processed or stored by or on behalf of the Company or its subsidiaries, except for those that have been remedied without material cost or liability or the duty to notify any regulator, nor are there any pending internal investigations of the Company or its subsidiaries relating to the same and (ii) the Company and its subsidiaries are presently in compliance in all material respects with all applicable laws, statutes and regulations and contractual obligations relating to the privacy and security of IT Systems and Personal Data.

(pp) The statistical and market-related data and forward-looking statements included in the Disclosure Package are based on or derived from sources that the Company and its subsidiaries believe to be reliable and accurate and represent their good faith estimates that are made on the basis of data derived from such sources.

(qq) Except as disclosed in the Registration Statement, the Disclosure Package and the Prospectus, the Company (i) does not have any material lending or other relationship with any bank or lending affiliate of any Manager and (ii) does not intend to use any funds that it may receive as described under the caption "Use of Proceeds" in the Prospectus Supplement to repay any outstanding debt owed to any affiliate of any Manager.

Any certificate signed by any officer of the Company and delivered to any of the Managers and/or the Forward Counterparty or counsel for the Managers and/or the Forward Counterparty in connection with this Agreement or any Terms Agreement shall be deemed a representation and warranty by the Company, as to matters covered thereby, to the addressee Manager(s) and/or the Forward Counterparty.

3. Sale and Delivery of Shares.

(a) Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, (A) the Company and the Managers agree that the Company may from time to time seek to sell Primary Shares through a Designated Manager, acting as sales agent, or directly to any of the Managers acting as principal (a "Primary Sale"), and (B) if the Company and the Forward Counterparty enter into a Forward, the Forward Counterparty will seek to sell Hedging Shares through the Forward Seller (a "Hedging Sale"), as follows:

(i) The Shares are to be sold on a daily basis or otherwise as shall be agreed to by (x) in respect of any Primary Sale, the Company and the Designated Manager (acting as sales agent) and (y) in respect of any Hedging Sale, the Forward Seller and the Forward Counterparty in accordance with the trading parameters set forth in the applicable Forward (which parameters, for the avoidance of doubt, may be modified by the Company as set forth in, and subject to the terms of, such Forward) on any day that (A) is a trading day for the New York Stock Exchange ("NYSE") (other than a day on which the NYSE is scheduled to close prior to its regular weekday closing time), (B) (x) in respect of any Primary Sale, the Company has instructed the Designated Manager (acting as sales agent) by telephone (confirmed promptly by electronic mail) to make such sales and the Designated Manager has accepted such instruction and (y) in respect of any Hedging Sale, which day falls within the "Hedge Period" (as defined in the Master Confirmation) for such Forward and there is a Forward Confirmation in effect, and (C) the Company has satisfied its obligations under Section 6 of this Agreement. In respect of any Primary Sales, the Company will designate the maximum amount of the Primary Shares to be sold by the Designated Manager (as sales agent) daily as agreed to by the Designated Manager (in any event not in excess of the amount available for issuance under the Prospectus and the currently effective Registration Statement) and the minimum price per Share at which such Shares may be sold.

(ii) Subject to the terms and conditions hereof, in respect of any Primary Sale, each Manager (acting as sales agent), at any time it is a Designated Manager, shall use its commercially reasonable efforts to execute any Company order submitted to it hereunder to sell Primary Shares and with respect to which such Designated Manager has agreed to act as sales agent. The Company acknowledges and agrees that (i) there can be no assurance that the Designated Manager (acting as sales agent) will be successful in selling any Primary Shares, (ii) the Designated Manager (in such capacity) will incur no liability or obligation to the Company or any other person or entity if it does not sell any Primary Shares for any reason other than a failure by a Designated Manager to use its commercially reasonable efforts consistent with its normal trading and sales practices and applicable law and regulations to sell such Primary Shares as required under this Agreement and (iii) no Manager shall be under any obligation to purchase Shares on a principal basis pursuant to this Agreement, except as otherwise specifically agreed by such Manager and the Company in a Terms Agreement entered into pursuant to Section 3(b) hereof.

(iii) Subject to the terms and conditions hereof, in respect of any Hedging Sale, Forward Seller, when acting in its capacity as such, shall use its commercially reasonable efforts to solicit purchases of the Hedging Shares on behalf of the Forward Counterparty subject to the trading parameters set forth in the respective Forward. The Company acknowledges and agrees that (i) there can be no assurance that the Forward Seller will be successful in selling any Hedging Shares, (ii) the Forward Seller will incur no liability or obligation to the Company or any other person or entity if it does not sell any Hedging Shares for any reason other than a failure by the Forward Seller to use its commercially reasonable efforts consistent with its normal trading and sales practices and applicable law and regulations to sell such Hedging Shares as required under this Agreement, and (iii) no sales of any Hedging Shares in respect of a Forward may take place until and unless the "Effective Date" (as defined in the Master Confirmation) in respect of such Forward has occurred.

(iv) Sales of the Primary Shares, if any, through the Designated Manager (acting as sales agent) or by the Designated Manager (acting as principal) or the Hedging Shares by the Forward Seller will be made in sales deemed to be "at the market offerings" as defined in Rule 415, including by sales made by means of ordinary brokers' transactions on or through the NYSE or another market for our Common Stock, sales made to or through a market maker other than on an exchange, including in the over-the-counter market, in negotiated transactions (including block trades), at market prices prevailing at the time of sale or at negotiated prices, through a combination of any such methods of sale, or any other method permitted by law.

(v) The Company shall not authorize the issuance and sale of, and the Designated Manager (acting as sales agent) shall not be obligated to use its commercially reasonable efforts to sell and the Designated Manager (acting as principal) shall not be obligated to purchase, any Primary Share at a price lower than the minimum price therefor designated from time to time by the Company's Board of Directors (the "Board"), or a duly authorized committee thereof, and notified to the Designated Manager in writing. The Company shall not specify a price lower than such minimum price for sale of any Hedging Share in the trading parameters for any Forward.

(vi) The Company, the Designated Manager (in any capacity) or the Forward Seller may, upon notice to the other parties hereto by telephone (confirmed promptly by electronic mail), suspend the offering of any Shares for any reason and at any time; provided, however, that such suspension or termination shall not affect or impair the parties' respective rights and obligations with respect to the Shares sold hereunder prior to the giving of such notice and, to the extent such suspension relates to any offering of the Hedging Shares, any of the Company's and the Forward Counterparty's respective rights and obligations under the applicable Forward.

(vii) The compensation to the Designated Manager for sales of the Primary Shares with respect to which such Designated Manager acts as sales agent under this Agreement shall be up to 2.0% of the gross sales price of the Shares sold pursuant to this Section 3(a), payable as described in the succeeding subsection (viii) below. The foregoing rate of compensation shall not apply when a Manager acts as principal pursuant to the Terms Agreement, in which case the Company may sell Primary Shares to such Manager or Managers as principal at a price to be mutually agreed upon by the Company and such Manager at the relevant Applicable Time pursuant to a Terms Agreement. The remaining proceeds of any sale of the Primary Shares by such Manager acting as sales agent or principal, after further deduction for any transaction fees imposed by any governmental or self-regulatory organization in respect of such sales (the "Transaction Fees"), shall constitute the net proceeds to the Company for such Primary Shares (the "Net Primary Proceeds").

(viii) In respect of any Primary Sale, the Designated Manager shall provide a written confirmation (which may be by facsimile or electronic mail) to the Company following the close of trading on the NYSE each day in which the Primary Shares are sold under this Section 3(a) by the Designated Manager as sales agent or principal, setting forth the number of the Primary Shares sold on such day, the aggregate gross sales proceeds and the Net Primary Proceeds to the Company, and the compensation payable by the Company to the Designated Manager with respect to such sales. Such compensation shall be set forth and invoiced in periodic statements from the Designated Manager to the Company, with payment to be made by the Company promptly after its receipt thereof. In respect of any Hedging Sale, the Forward Counterparty will determine the "Hedge Reference Price" (as defined in the Master Confirmation) for the applicable Forward pursuant to the terms of such Forward, including as to provision of any applicable back-up calculations therefor.

(ix) Settlement for sales of the Shares pursuant to this Section 3(a) will occur on the first business day (or any such earlier day as is industry practice for regular-way trading) that is also a trading day for the NYSE, following the trade date on which such sales are made, unless another date shall be agreed by the Company and either the Designated Manager or, in respect of any sale of Hedging Shares, the Forward Seller and the Forward Counterparty (each such day, a "Settlement Date"). On each Settlement Date for the sale of any Shares through the Designated Manager as sales agent for the Company or to the Designated Manager acting as principal (each such date, a "Direct Settlement Date"), the Shares sold through the Designated Manager for settlement on such date shall be issued and delivered by the Company to the Designated Manager against payment of the aggregate gross sales proceeds less any Transaction Fees for the sale of such Shares. Settlement for all such Shares shall be effected by free delivery of the Shares to such Designated Manager's account at The Depository Trust Company ("DTC") in return for payments in same day funds delivered to the account designated by the Company. If the Company or its transfer agent (if applicable) shall default on its obligation to deliver the Shares on any Direct Settlement Date, the Company shall (A) indemnify and hold each applicable Designated Manager harmless against any loss, claim or damage arising from or as a result of such default by the Company and (B) pay each such Designated Manager any commission to which it would otherwise be entitled absent such default. On each Settlement Date for the sale of any Hedging Shares through the Forward Seller (each such day, a "Forward Settlement Date"), such Hedging Shares shall be delivered to the Forward Seller in such manner and at such time as may be agreed between the Forward Counterparty and the Forward Seller.

(x) At each Applicable Time, Settlement Date, Representation Date (as defined in Section 4(k)), the Company shall be deemed to have affirmed each representation and warranty contained in this Agreement as if such representation and warranty were made as of such date, modified as necessary to relate to the Registration Statement and the Prospectus as amended as of such date. Any obligation of a Designated Manager to use its commercially reasonable efforts to sell the Primary Shares on behalf of the Company and any obligation of the Forward Seller to use its commercially reasonable efforts to sell the Hedging Shares on behalf of the Forward Counterparty shall be subject to the continuing accuracy of the representations and warranties of the Company herein (and the completion of any reasonable diligence to verify such accuracy by such Designated Manager or Forward Seller, as applicable, in the applicable capacity), to the performance by the Company of its obligations hereunder and to the continuing satisfaction of the additional conditions specified in Section 6 of this Agreement.

(b) If the Company wishes to issue and sell the Primary Shares pursuant to this Agreement but other than as set forth in Section 3(a) of this Agreement (each, a "Placement"), it will notify the Manager or Managers of the proposed terms of such Placement. If such Manager or Managers, acting as principal, wishes to accept such proposed terms (which it may decline to do for any reason in its sole discretion) or, following discussions with the Company wishes to accept amended terms, such Manager or Managers and the Company will enter into a Terms Agreement setting forth the terms of such Placement. The terms set forth in a Terms Agreement will not be binding on the Company or such Manager or Managers unless and until the Company and such Manager or Managers have each executed such Terms Agreement accepting all of the terms of such Terms Agreement. In the event of a conflict between the terms of this Agreement and the terms of a Terms Agreement, the terms of such Terms Agreement will control.

(c) Each sale of the Primary Shares to a Manager (acting, respectively, as sales agent or principal) shall be made in accordance with the terms of this Agreement and, if applicable, a Terms Agreement, which will provide for the sale of such Primary Shares to, and the purchase thereof by, such Manager. A Terms Agreement may also specify certain provisions relating to the reoffering of such Shares by a Manager. The commitment of a Manager to purchase the Primary Shares pursuant to any Terms Agreement shall be deemed to have been made on the basis of the representations and warranties of the Company herein contained and shall be subject to the terms and conditions herein set forth. Each Terms Agreement shall specify the number of the Primary Shares to be purchased by a Manager pursuant thereto, the price to be paid to the Company for such Shares, any provisions relating to rights of, and default by, underwriters acting together with such Manager or Managers in the reoffering of the Shares, and the time and date (each such time and date being referred to herein as a "Time of Delivery") and place of delivery of and payment for such Shares. Such Terms Agreement shall also specify any requirements for opinions of counsel, accountants' letters and officers' certificates pursuant to Section 6 of this Agreement and any other information or documents required by a Manager.

(d) Under no circumstances shall the number and aggregate amount of the Shares sold pursuant to this Agreement and any Terms Agreement exceed (i) the aggregate number set forth in Section 1, or (ii) the number of shares of the Common Stock available for issuance under the currently effective Registration Statement.

(e) If either party has reason to believe that the exemptive provisions set forth in Rule 101(c)(1) of Regulation M under the Exchange Act are not satisfied with respect to the Shares, it shall promptly notify the other party and sales of the Shares under this Agreement and any Terms Agreement shall be suspended until that or other exemptive provisions have been satisfied in the judgment of each party.

(f) Subject to such further limitations on offers and sales of Shares or delivery of instructions to offer and sell Primary Shares as are set forth herein and as may be mutually agreed upon by the Company and the Managers, the Company shall not request the sale of any Primary Shares that would be sold, and no Manager shall be obligated to sell, (i) during any time during the period commencing on the tenth business day prior to the time the Company shall issue a press release containing, or shall otherwise publicly announce, its earnings, revenues or other results of operations (each, an "Earnings Announcement") through and including the time that is 24 hours after the time that the Company files (a "Filing Time") a Quarterly Report on Form 10-Q or an Annual Report on Form 10-K that includes consolidated financial statements as of and for the same period or periods, as the case may be, covered by such Earnings Announcement, (ii) during any other period in which the Company is, or could be deemed to be, in possession of material non-public information, and (iii) during the "Hedge Period" (as defined in the Master Confirmation) for any Forward, as set forth in the related Forward Confirmation.

4. Agreements. The Company agrees with each of the Managers and the Forward Counterparty that:

(a) During any period when the delivery of a prospectus relating to any Shares is required (including in circumstances where such requirement may be satisfied pursuant to Rule 172) to be delivered under the Securities Act, the Company will not file any amendment of the Registration Statement or supplement (including the Prospectus Supplement or any Interim Prospectus Supplement) to the Base Prospectus or any Rule 462(b) Registration Statement unless the Company has furnished to the Managers and the Forward Counterparty a copy for their review prior to filing and will not file any such proposed amendment or supplement to which the Managers or the Forward Counterparty reasonably object. The Company has properly completed the Prospectus, in a form approved by the Managers and the Forward Counterparty, and filed such Prospectus, as amended at the Execution Time, with the Commission pursuant to the applicable paragraph of Rule 424(b) by the Execution Time and will cause any supplement to the Prospectus to be properly completed, in a form approved by the Managers and the Forward Counterparty, and will file such supplement with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed thereby and will provide evidence satisfactory to the Managers and the Forward Counterparty of such timely filing. The Company will promptly advise the Managers and the Forward Counterparty (i) when the Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b) or when any Rule 462(b) Registration Statement shall have been filed with the Commission, (ii) when, during any period when the delivery of a prospectus (whether physically or through compliance with Rule 172 or any similar rule) is required under the Securities Act in connection with the offering or sale of any Shares, any amendment to the Registration Statement shall have been filed or become effective, (iii) of any request by the Commission or its staff for any amendment of the Registration Statement, or any Rule 462(b) Registration Statement, or for any supplement to the Prospectus or for any additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose and (v) of the receipt by the Company of any notification with respect to the suspension of the qualification of any Shares for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or the occurrence of any such suspension or objection to the use of the Registration Statement and, upon such issuance, occurrence or notice of objection, to obtain as soon as possible the withdrawal of such stop order or relief from such occurrence or objection, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement and using its best efforts to have such amendment or new registration statement declared effective as soon as practicable.

(b) If, at any time on or after an Applicable Time but prior to the related Settlement Date or Time of Delivery, any event occurs as a result of which the Disclosure Package would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein in the light of the circumstances under which they were made or the circumstances then prevailing not misleading, the Company will (i) notify promptly the relevant Manager and (if applicable) the Forward Counterparty so that any use of the Disclosure Package may cease until it is amended or supplemented; (ii) amend or supplement the Disclosure Package to correct such statement or omission; and (iii) supply any amendment or supplement to the relevant Manager and (if applicable) the Forward Counterparty in such quantities as the Managers and (if applicable) the Forward Counterparty may reasonably request.

(c) During any period when the delivery of a prospectus relating to any Shares is required (including in circumstances where such requirement may be satisfied pursuant to Rule 172) to be delivered under the Securities Act, any event occurs as a result of which the Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Registration Statement, file a new registration statement or supplement the Prospectus to comply with the Securities Act or the Exchange Act or the respective rules thereunder, including in connection with use or delivery of the Prospectus, the Company promptly will (i) notify the Managers and the Forward Counterparty of any such event, (ii) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 4, an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance, (iii) use its best efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Prospectus and (iv) supply any supplemented Prospectus to the Managers and (if applicable) the Forward Counterparty in such quantities as the Managers and (if applicable) the Forward Counterparty may reasonably request.

(d) As soon as practicable, the Company will make generally available to its security holders, to the Managers and the Forward Counterparty an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158.

(e) The Company will furnish to the Managers and the Forward Counterparty and counsel for the Managers and the Forward Counterparty, without charge, conformed copies of the Registration Statement (including exhibits thereto) and, so long as delivery of a prospectus by the Managers or dealer may be required by the Securities Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), as many copies of the Prospectus and each Issuer Free Writing Prospectus and any supplement thereto as the Managers and the Forward Counterparty may each reasonably request. The Company will pay the expenses of printing or other production of all documents relating to the offering.

(f) The Company will arrange, if necessary, for the qualification of the Shares for sale under the laws of such jurisdictions as the Managers may designate and will maintain such qualifications in effect so long as required for the distribution of the Shares; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Shares, in any jurisdiction where it is not now so subject.

(g) The Company agrees that, unless it has or shall have obtained the prior written consent of the Managers and the Forward Counterparty, and each Manager and the Forward Counterparty agrees with the Company that, unless it has or shall have obtained, as the case may be, the prior written consent of the Company, it has not made and will not make any offer relating to the Shares that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405) required to be filed by the Company with the Commission or retained by the Company under Rule 433; provided that the prior written consent of the parties hereto shall be deemed to have been given in respect of the Free Writing Prospectuses included in Schedule I hereto. Any such free writing prospectus consented to by, respectively, the Managers and the Forward Counterparty or the Company is hereinafter referred to as a "Permitted Free Writing Prospectus." The Company agrees that (i) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (ii) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(h) Without prejudice to any undertakings that the Company may have to the Forward Counterparty (or exceptions therefrom) under the "clear market" provisions of any Forward, the Company will not offer, sell, contract to sell, pledge, or otherwise dispose of, (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition of (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any affiliate of the Company or any person in privity with the Company or any affiliate of the Company) directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, any other shares of Common Stock or any securities convertible into, or exercisable, or exchangeable for, shares of Common Stock; or publicly announce an intention to effect any such transaction without (i) giving the Managers and the Forward Counterparty at least five Business Days' prior written notice specifying the nature of the proposed transaction and the date of such proposed transaction and (ii) the Managers suspending acting under this Agreement for such period of time requested by the Company or as deemed appropriate by each Manager in light of the proposed transaction; provided, however, that the Company may issue and sell Common Stock pursuant to this Agreement or any Terms Agreement, any employee stock option plan, stock ownership plan or dividend reinvestment plan of the Company in effect at the Execution Time, the Company may issue Common Stock issuable upon the conversion of (or in exchange for) securities, including debt for equity exchanges, or the exercise of warrants outstanding at the Execution Time, and the Company may issue shares of Common Stock pursuant to the transactions disclosed in our periodic reports on Form 8-K filed with the Commission on December 22, 2025 and January 29, 2026.

(i) The Company will not (i) take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares or (ii) sell, bid for, purchase or pay any person (other than as contemplated by this Agreement or any Terms Agreement) any compensation for soliciting purchases of the Shares.

(j) The Company will, at any time during the term of this Agreement, as supplemented from time to time, advise the Managers immediately after it shall have received notice or obtain knowledge thereof, of any information or fact that would alter or affect any opinion, certificate, letter and other document provided to the Managers and/or the Forward Counterparty pursuant to Section 6 herein.

(k) Upon commencement of the offering of the Shares under this Agreement (and upon the recommencement of the offering of the Shares under this Agreement following the termination of a suspension of sales hereunder), and each time that (i) the Registration Statement or the Prospectus shall be amended or supplemented (other than an Interim Prospectus Supplement filed pursuant to Rule 424(b) or a prospectus supplement relating solely to the offering of securities unrelated to the Shares), (ii) the Company files a Quarterly Report on Form 10-Q or an Annual Report on Form 10-K, (iii) the Company files a report on Form 8-K containing amended financial statements (other than an earnings release or other information "furnished" pursuant to Items 2.02 or 7.01 of Form 8-K) under the Exchange Act, (iv) the Primary Shares are delivered to one or more Managers as principal at the Time of Delivery pursuant to a Terms Agreement, or (v) otherwise as the Managers and/or the Forward Counterparty may reasonably request (such commencement or recommencement date and each such date referred to in (i), (ii), (iii), (iv) and (v) above, a "Representation Date"), the Company shall furnish or cause to be furnished to the Managers and the Forward Counterparty forthwith a certificate dated and delivered the date of such Representation Date, in form satisfactory to the Managers and the Forward Counterparty to the effect that the statements contained in the certificate referred to in Section 6(d) of this Agreement which were last furnished to the Managers and the Forward Counterparty are true and correct at the time of such Representation Date, as though made at and as of such time (except that such statements shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented to such time) or, in lieu of such certificate, a certificate of the same tenor as the certificate referred to in said Section 6(d), modified as necessary to relate to the Registration Statement and the Prospectus as amended and supplemented to the time of delivery of such certificate. The requirement to provide a certificate pursuant to the preceding sentence shall be waived for any Representation Date described in clause (ii) of the definition thereof occurring at a time at which (x) no instruction to any Manager (as sales agent or principal) to sell Primary Shares pursuant to this Agreement has been delivered by the Company or is pending and (y) no "Hedge Period" (as defined in the Master Confirmation) in relation to any Forward is pending. Notwithstanding the foregoing, if the Company subsequently decides to sell Primary Shares and/or enter into any Forward following any such Representation Date when the Company relied on such waiver and did not provide the Managers and the Forward Counterparty such certificate pursuant to this paragraph, then before the Company instructs the Managers (as sales agents or principals) to sell Primary Shares pursuant to this Agreement or proposes to enter into any Forward, the Company shall provide the Managers and the Forward Counterparty with such certificate.

(l) At each Representation Date, the Company shall furnish or cause to be furnished forthwith to the Managers and the Forward Counterparty and to counsel to the Managers and the Forward Counterparty a written opinion of Weil, Gotshal & Manges LLP, counsel to the Company ("Company Counsel"), or other counsel satisfactory to the Managers and the Forward Counterparty, and the General Counsel of the Company, each dated as of such Representation Date, in form and substance satisfactory to the Managers and the Forward Counterparty, of the same tenor as the opinions referred to in Section 6(b) of this Agreement, but modified as necessary to relate to the Registration Statement and the Prospectus as amended and supplemented to the time of delivery of such opinion. The requirement to provide opinions pursuant to this paragraph shall be waived for any Representation Date described in clause (ii) of the definition thereof occurring at a time at which (x) no instruction to any Manager (as sales agent or principal) to sell Primary Shares pursuant to this Agreement has been delivered by the Company or is pending and (y) no "Hedge Period" (as defined in the Master Confirmation) in relation to any Forward is pending. Notwithstanding the foregoing, if the Company subsequently decides to sell Primary Shares and/or enter into any Forward following any such Representation Date when the Company relied on such waiver and did not provide the Managers and the Forward Counterparty the opinion pursuant to this paragraph, then before the Company instructs a Manager (as sales agent or principal) to sell Primary Shares pursuant to this Agreement or proposes to enter into any Forward, the Company shall provide the Managers and the Forward Counterparty with such opinions.

(m) At each Representation Date, Latham & Watkins LLP, counsel to the Managers and the Forward Counterparty, shall deliver a written opinion, dated and delivered as of such Representation Date, of the same tenor as the opinions referred to in Section 6(c) of this Agreement but modified as necessary to relate to the Registration Statement and the Prospectus as amended and supplemented to the time of delivery of such opinion. The requirement to provide opinions pursuant to this paragraph shall be waived for any Representation Date described in clause (ii) of the definition thereof occurring at a time at which (x) no instruction to any Manager (as sales agent or principal) to sell Primary Shares pursuant to this Agreement has been delivered by the Company or is pending and (y) no "Hedge Period" (as defined in the Master Confirmation) in relation to any Forward is pending. Notwithstanding the foregoing, if the Company subsequently decides to sell Primary Shares and/or enter into any Forward following any such Representation Date when the Company relied on such waiver and did not provide the Managers and the Forward Counterparty the opinions pursuant to this paragraph, then before the Company instructs the a Manager (as sales agent or principal) to sell Primary Shares pursuant to this Agreement or proposes to enter into any Forward, the Company shall provide the Managers and the Forward Counterparty with such opinions.

(n) At each Representation Date, the Company shall cause Ernst & Young LLP (the "Accountant"), or other independent accountants satisfactory to the Managers and the Forward Counterparty forthwith, to furnish the Managers and the Forward Counterparty letters, dated as of such Representation Date, in form satisfactory to the Managers and the Forward Counterparty, of the same tenor as the letters referred to in Section 6(e) of this Agreement but modified to relate to the Registration Statement and the Prospectus, as amended and supplemented to the date of such letter. The requirement to provide letters from the Accountant pursuant to this paragraph shall be waived for any Representation Date described in clause (ii) of the definition thereof occurring at a time at which (x) no instruction to any Manager (as sales agent or principal) to sell Primary Shares pursuant to this Agreement has been delivered by the Company or is pending and (y) no "Hedge Period" (as defined in the Master Confirmation) in relation to any Forward is pending. Notwithstanding the foregoing, if the Company subsequently decides to sell Primary Shares and/or enter into any Forward following any such Representation Date when the Company relied on such waiver and did not provide the Managers and the Forward Counterparty the letters from the Accountant described in the first sentence of this paragraph, then before the Company instructs a Manager (as sales agent or principal) to sell Primary Shares pursuant to this Agreement or proposes to enter into any Forward, the Company shall provide the Managers and the Forward Counterparty with such letters.

(o) At each Representation Date, the Company shall furnish or cause to be furnished to the Managers and the Forward Counterparty forthwith a certificate of the Company's Chief Financial Officer, dated and delivered the date of such Representation Date, in form satisfactory to the Managers and the Forward Counterparty, providing "management comfort" with respect to certain financial data included or incorporated by reference in the Disclosure Package and the Prospectus. The requirement to provide certificates from the Chief Financial Officer pursuant to this paragraph shall be waived for any Representation Date described in clause (ii) of the definition thereof occurring at a time at which (x) no instruction to any Manager (as sales agent or principal) to sell Primary Shares pursuant to this Agreement has been delivered by the Company or is pending and (y) no "Hedge Period" (as defined in the Master Confirmation) in relation to any Forward is pending. Notwithstanding the foregoing, if the Company subsequently decides to sell Primary Shares and/or enter into any Forward following any such Representation Date when the Company relied on such waiver and did not provide the Managers and the Forward Counterparty the certificates from the Chief Financial Officer described in the first sentence of this paragraph, then before the Company instructs a Manager (as sales agent or principal) to sell Primary Shares pursuant to this Agreement or proposes to enter into any Forward, the Company shall provide the Managers and the Forward Counterparty with such certificates.

(p) At each Representation Date and at each time as may be reasonably requested by the Managers and the Forward Counterparty, the Company will conduct a due diligence session, in form and substance satisfactory to the Managers and the Forward Counterparty, which shall include representatives of the management and the independent accountants of the Company. The Company shall cooperate timely with any reasonable due diligence request from or review conducted by the Managers and the Forward Counterparty or their agents from time to time in connection with the transactions contemplated by this Agreement, including, without limitation, providing information and available documents and access to appropriate corporate officers and the Company's agents during regular business hours and at the Company's principal offices, and timely furnishing or causing to be furnished such certificates, letters and opinions from the Company, its officers and its agents, as the Managers and the Forward Counterparty may reasonably request. The requirement to conduct a due diligence session and cooperate with any due diligence efforts of the Managers and the Forward Counterparty shall be waived for any Representation Date described in clause (ii) of the definition thereof occurring at a time at which (x) no instruction to any Manager to sell Primary Shares pursuant to this Agreement has been delivered by the Company or is pending and (y) no "Hedge Period" (as defined in the Master Confirmation) in relation to any Forward is pending. Notwithstanding the foregoing, if the Company subsequently decides to sell Primary Shares and/or enter into any Forward following any such Representation Date when the Company relied on such waiver and did not conduct a due diligence review or cooperate with any due diligence efforts of the Managers and the Forward Counterparty, then before the Company instructs a Manager (as sales agent or principal) to sell Shares pursuant to this Agreement or proposes to enter into any Forward, the Company shall conduct such due diligence session and cooperate with the due diligence efforts of the Managers and the Forward Counterparty.

(q) The Company consents to each Manager (and its affiliates) trading in the Common Stock for such Manager's own account and for the account of its clients before, at the same time as, or after sales of the Shares occur pursuant to this Agreement or pursuant to a Terms Agreement.

(r) [reserved].

(s) If to the knowledge of the Company, the conditions set forth in Section 6(a), 6(f) or 6(h) shall not be true and correct on the applicable Direct Settlement Date, the Company will offer to any person who has agreed to purchase Primary Shares from the Company as the result of an offer to purchase solicited by a Designated Manager (acting as sales agent or principal) the right to refuse to purchase and pay for such Primary Shares.

(t) Each acceptance by the Company of an offer to purchase the Primary Shares hereunder, and each execution and delivery by the Company of a Terms Agreement, shall be deemed to be an affirmation to the Designated Manager, or the Designated Manager party to a Terms Agreement, as the case may be, that the representations and warranties of the Company contained in or made pursuant to this Agreement are true and correct as of the date of such acceptance or of such Terms Agreement as though made at and as of such date, and an undertaking that such representations and warranties will be true and correct as of the Direct Settlement Date for the Primary Shares relating to such acceptance or as of the Time of Delivery relating to such sale, as the case may be, as though made at and as of such date (except that such representations and warranties shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented relating to such Primary Shares).

(u) The Company shall ensure that there are at all times sufficient shares of Common Stock to provide for the issuance, free of any preemptive rights, out of its authorized but unissued shares of Common Stock or shares of Common Stock held in treasury, of the maximum aggregate number of Shares authorized for issuance by the Board pursuant to the terms of this Agreement. The Company will use its commercially reasonable efforts to cause the Shares to be listed for trading on the NYSE and to maintain such listing.

(v) During any period when the delivery of a prospectus relating to the Shares is required (including in circumstances where such requirement may be satisfied pursuant to Rule 172) to be delivered under the Securities Act, the Company will file all documents required to be filed with the Commission pursuant to the Exchange Act within the time periods required by the Exchange Act and the regulations thereunder.

(w) The Company shall cooperate with the Managers and the Forward Counterparty and use its reasonable efforts to permit the Shares to be eligible for clearance and settlement through the facilities of DTC.

(x) The Company will apply the proceeds of the transactions contemplated by this Agreement, any Terms Agreement and any and all Forwards in the manner set forth in the Prospectus.

(y) The Company will disclose in its Annual Reports on Form 10-K and Quarter Reports on Form 10-Q, as applicable, with regard to the relevant quarter: (A) the number of Primary Shares sold by or through the Managers (acting as sales agents or principals) pursuant to this Agreement, the Net Primary Proceeds to the Company and the compensation paid by the Company with respect to such sale of the Primary Shares pursuant to this Agreement, and (B) in the Company's discretion (subject to any applicable laws and stock exchange rules), the "Number of Shares" underlying the Forwards, if any, for which the "Hedge Period" has been completed (in each case, as defined in the Master Confirmation) and any proceeds received and/or expected to be received therefrom.

(z) Notwithstanding anything to the contrary herein, (x) the Company shall not, and the Company shall cause its affiliates not to provide the Managers and the Forward Counterparty with any material non-public information with respect to itself, its subsidiaries, the Shares or any securities issued by the Company and/or any subsidiaries in any document or notice required to be delivered pursuant to this Agreement or any other communication in connection with this Agreement or any Forward (each a "Communication") without first notifying the Managers and, if applicable, the Forward Counterparty in writing that the Communication that the Company is about to deliver to such party contains such material non-public information and the Managers and, if applicable, the Forward Counterparty has confirmed that it wishes to receive such information and instructed the Company to whom such information shall be delivered, (y) absent such notification of the Company, the Company shall be deemed to have represented that such Communication contains no such material non-public information and (z) delivery of such material non-public information solely to employees of the Managers and, if applicable, the Forward Counterparty that the Managers and, if applicable, the Forward Counterparty has identified in writing to the Company from time to time as being on the private side of such Manager's (or the Forward Counterparty's) information barrier shall be deemed not to be in violation of this Section 4(z).

5. Payment of Expenses.

(a) The Company agrees to pay the costs and expenses incident to the performance of its obligations under this Agreement, whether or not the transactions contemplated hereby are consummated, including without limitation: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), the Prospectus and each Issuer Free Writing Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement, the Prospectus, and each Issuer Free Writing Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Shares; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the Shares, including any stamp, transfer or similar taxes in connection with the original issuance, sale and delivery (as applicable) of the Shares; (iv) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Shares; (v) the registration of the Shares under the Exchange Act and the listing of the Shares on the NYSE; (vi) any registration or qualification of the Shares for offer and sale under the securities or blue sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel for the Managers and the Forward Counterparty relating to such registration and qualification); (vii) any filings required to be made with the Financial Industry Regulatory Authority, Inc. ("FINRA") (including filing fees and the reasonable fees and expenses of counsel for the Managers and the Forward Counterparty relating to such filings); (viii) the transportation and other expenses incurred by or on behalf of Company representatives in connection with presentations to prospective purchasers of the Shares; (ix) the fees and expenses of the Company's accountants and the fees and expenses of counsel (including local and special counsel) for the Company; (x) the reasonable documented out-of-pocket expenses of the Managers and the Forward Counterparty, including the reasonable fees, disbursements and expenses of counsel for the Managers and the Forward Counterparty in connection with this Agreement and the Registration Statement and ongoing services in connection with the transactions contemplated hereunder, in an amount not to exceed (A) $100,000 arising out of executing this Agreement and the filing of the Prospectus Supplement and (B) in an amount not to exceed $25,000 per each Representation Date and (xi) all other costs and expenses incident to the performance by the Company of its obligations hereunder.

6. Conditions to the Obligations of the Managers and the Forward Counterparty. The obligations of (A) the Managers (as sales agents) under this Agreement with respect to any Primary Shares that the Company has instructed the Managers to sell as sales agent on behalf of the Company, (B) the Managers (as principals) under this Agreement and any Terms Agreement with respect to any Primary Shares that the Managers has agreed to purchase or has the option to purchase as principal under any Terms Agreement and (C) Goldman Sachs & Co. LLC (as Forward Seller) and the Forward Counterparty with respect to any Hedging Shares shall be subject to (i) the accuracy of the representations and warranties on the part of the Company contained herein as of the Execution Time, each Representation Date, and as of each Applicable Time, Settlement Date and Time of Delivery, (ii) to the performance by the Company of its obligations hereunder and (iii) the following additional conditions:

(a) The Prospectus, and any supplement thereto, required by Rule 424 to be filed with the Commission have been filed in the manner and within the time period required by Rule 424(b) with respect to any sale of Shares; each Interim Prospectus Supplement, if any, shall have been filed in the manner required by Rule 424(b) within the time period required by Section 3(a)(ix) of this Agreement; any material required to be filed by the Company pursuant to Rule 433(d) under the Securities Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; and no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Company shall have requested and caused the Company Counsel, to furnish to the Managers and the Forward Counterparty, on every date specified in Section 4(l) of this Agreement, its opinion, in form and substance reasonably satisfactory to the Managers and the Forward Counterparty and counsel for the Managers and the Forward Counterparty.

(c) The Managers and the Forward Counterparty shall have received from Latham & Watkins LLP, counsel for the Managers and the Forward Counterparty, on every date specified in Section 4(m) of this Agreement, such opinion or opinions, dated as of such date and addressed to the Managers and the Forward Counterparty, with respect to the issuance, sale and delivery (as applicable) of the Shares, the Registration Statement, the Disclosure Package, the Prospectus (together with any supplement thereto) and other related matters as the Managers and the Forward Counterparty may reasonably require, and the Company shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(d) The Company shall have furnished or caused to be furnished to the Managers and the Forward Counterparty, on every date specified in Section 4(k) of this Agreement, a certificate of the Company, signed by the President or Chief Executive Officer and the principal financial or accounting officer of the Company, dated as of such date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Disclosure Package and the Prospectus and any supplements or amendments thereto and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct on and as of such date with the same effect as if made on such date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to such date;

(ii) no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent financial statements included in the Disclosure Package, there has been no material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Prospectus.

(e) The Company shall have requested and caused the Accountant to have furnished to the Managers and the Forward Counterparty, on every date specified in Section 4(n) hereof and to the extent requested by the Managers and the Forward Counterparty in connection with any offering of the Shares, letters (which may refer to letters previously delivered to the Managers and the Forward Counterparty), dated as of such date in form and substance reasonably satisfactory to the Managers and the Forward Counterparty containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement and the Prospectus.

(f) Since the respective dates as of which information is disclosed in the Registration Statement, the Disclosure Package and the Prospectus, except as otherwise stated therein, there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (e) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package, the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Managers and the Forward Counterparty, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Shares as contemplated by the Registration Statement, the Disclosure Package and the Prospectus.

(g) The Company shall have furnished or caused to be furnished to the Managers and the Forward Counterparty, on every date specified in Section 4(o) of this Agreement, a certificate, signed by the Chief Financial Officer of the Company, dated as of such date, providing "management comfort" with respect to certain financial data included or incorporated by reference in the Disclosure Package and the Prospectus.

(h) The Company shall have paid the required Commission filing fees relating to the Shares within the time period required by Rule 456(b)(1)(i) of the Securities Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) of the Securities Act and, if applicable, shall have updated the "Calculation of Registration Fee" table in accordance with Rule 456(b)(1)(ii) either in a post-effective amendment to the Registration Statement or on the cover page of a prospectus filed pursuant to Rule 424(b).

(i) Between the Applicable Time and any related Time of Delivery or Settlement Date with respect to Primary Shares through the Managers, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Securities Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(j) FINRA shall not have raised any objection with respect to the fairness and reasonableness of the terms and arrangements under this Agreement.

(k) The Shares shall have been listed and admitted and authorized for trading on the NYSE, and satisfactory evidence of such actions shall have been provided to the Managers and the Forward Counterparty.

(l) Prior to each Settlement Date and Time of Delivery, as applicable, the Company shall have furnished to the Designated Manager or Forward Seller, as applicable, and (if applicable) the Forward Counterparty such further information, certificates and documents as the Designated Manager or Forward Seller, as applicable, and (if applicable) the Forward Counterparty may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Managers and the Forward Counterparty and counsel for the Managers and the Forward Counterparty, this Agreement and all obligations of a Manager (in the applicable capacity) or the Forward Counterparty, as applicable, hereunder may be canceled solely with respect to such Manager (in the applicable capacity) or the Forward Counterparty, as applicable, at, or at any time prior to, any Settlement Date or Time of Delivery, as applicable, by such Manager (acting in such capacity) or the Forward Counterparty, as applicable. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered at the office of Latham & Watkins LLP, counsel for the Managers and the Forward Counterparty, at 1271 Avenue of the Americas, New York, New York 10020, on each such date as provided in this Agreement.

7. Indemnification and Contribution.

(a) The Company agrees to indemnify and hold harmless each Manager and the Forward Counterparty, the directors, officers, employees, affiliates and agents of each Manager and the Forward Counterparty and each person who controls any Manager or the Forward Counterparty (as applicable) within the meaning of either the Securities Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Shares as originally filed or in any amendment thereof, or in the Base Prospectus, the Prospectus Supplement, any Interim Prospectus Supplement, the Prospectus, or any Issuer Free Writing Prospectus, or in any amendment thereof or supplement thereto or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided*, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by the Managers and the Forward Counterparty specifically for inclusion therein. This indemnity agreement will be in addition to any liability that the Company may otherwise have. The Company acknowledges that the name and contact information of each Manager and the name of the Forward Counterparty on the cover of the Prospectus Supplement and in the first and ninth paragraph under the caption "Plan of Distribution" in the Prospectus Supplement constitute the only information furnished in writing by or on behalf of the Managers and the Forward Counterparty, respectively, for inclusion in the Prospectus Supplement, the Prospectus or any Issuer Free Writing Prospectus.

(b) Each Manager (acting as sales agent and principal) and the Forward Counterparty each agrees, severally and not jointly, to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Securities Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Manager and the Forward Counterparty, but only with reference to written information relating to such Manager or the Forward Counterparty, respectively, furnished to the Company by such Manager or the Forward Counterparty, respectively, specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which such Manager or the Forward Counterparty may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 7, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ one separate counsel (and one local counsel in each relevant jurisdiction), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent: (i) includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 7 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company, on the one hand, and each Manager and (if applicable) the Forward Counterparty, on the other hand, agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) (collectively "Losses") to which the Company, on the one hand, and the Managers and (if applicable) the Forward Counterparty, on the other hand, may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and by each Manager and (if applicable) the Forward Counterparty, on the other, from the offering of the Shares. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company, on the one hand, and each Manager and (if applicable) the Forward Counterparty severally, on the other hand, shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company, on the one hand, and of such Manager and (if applicable) the Forward Counterparty, on the other hand, in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations.

In respect of any offering of the Primary Shares, benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) of the Primary Shares received by it, and benefits received by each Manager (acting as sales agent and/or principal) shall be deemed to be equal to the gross compensation received by such Manager (in such capacity) with respect to the Primary Shares sold under this Agreement, in each case as determined by this Agreement or any applicable Terms Agreement.

Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company, on the one hand, or such Manager and (if applicable) the Forward Counterparty, on the other hand, the relative intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company, each Manager and the Forward Counterparty agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above.

Notwithstanding the provisions of this paragraph (d), in no event shall any Manager and, if applicable, the Forward Counterparty be required to contribute any amount in excess of the amount by which the total underwriting compensation received by such Manager (or, in the case of the Forward Counterparty, deemed received by Goldman Sachs & Co. LLC acting as Forward Seller) exceeds the amount of any damages that such Manager (and, if applicable, the Forward Counterparty) has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. The Managers' and the Forward Counterparty's obligations to contribute pursuant to this paragraph (d) are several and not joint. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 7, each person who controls a Manager or the Forward Counterparty within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee, affiliate and agent of a Manager or the Forward Counterparty (as applicable) shall have the same rights to contribution as such Manager or the Forward Counterparty, respectively, and each person who controls the Company within the meaning of either the Securities Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

8. Termination.

(a) The Company shall have the right, by giving written notice as hereinafter specified, to terminate this Agreement with respect to any one Manager or the provisions of this Agreement relating to the solicitation of offers to purchase the Shares in its sole discretion at any time. Any such termination shall be without liability of any party to any other party except that (i) if Primary Shares have been sold through a Manager for the Company, then Section 4(s) shall remain in full force and effect with respect to such Manager, (ii) with respect to any pending sale, through a Manager for the Company, and any offering or resale of any Shares purchased or to be purchased by a Manager pursuant to a Terms Agreement, the obligations of the Company, including in respect of compensation of such Manager, shall remain in full force and effect notwithstanding the termination and (iii) the provisions of Sections 2, 5, 7, 10, 11, 13, 15 and 16 of this Agreement and this Section 8 shall remain in full force and effect notwithstanding such termination.

(b) Each Manager shall have the right, by giving written notice as hereinafter specified, to terminate the provisions of this Agreement relating to the solicitation of offers to purchase the Shares in its sole discretion at any time, with respect to such Manager only. Any such termination shall be without liability of any party to any other party except that the provisions of Sections 2, 5, 7, 10, 11, 13, 15 and 16 of this Agreement and this Section 8 shall remain in full force and effect with respect to such Manager notwithstanding such termination. Following any such termination by a Manager, this Agreement shall remain in effect as to each other Manager that has not exercised it rights to terminate the provisions of this Agreement pursuant to this Section 8(b) and any obligations and rights of the Managers under this Agreement shall be satisfied by or afforded to, as applicable, only such other Managers.

(c) Subject to Section 8(a) or (b) above, this Agreement shall remain in full force and effect until such time as the Maximum Number of Shares shall have been sold, unless terminated by mutual agreement of the parties; provided that any such termination by mutual agreement or pursuant to this Section 8(c) shall in all cases be deemed to provide that Sections 2, 5, 7, 10, 11, 13, 15 and 16 and this Section 8 shall remain in full force and effect.

(d) Any termination of this Agreement pursuant to Sections 8(a) or (b) above shall be effective on the date specified in such notice of termination; provided that such termination shall not be effective until the close of business on the date of receipt of such notice by a Manager, the applicable Manager in the case of a termination solely with respect to such Manager pursuant to Section 8(a), and (if applicable) the Forward Counterparty or the Company, as the case may be. If such termination of this Agreement shall occur prior to the Settlement Date or Time of Delivery for any sale of the Shares, such sale shall settle in accordance with the provisions of Section 3(a)(ix) of this Agreement.

(e) In the case of any purchase of Primary Shares by a Manager pursuant to a Terms Agreement, the obligations of such Manager pursuant to such Terms Agreement shall be subject to termination, in the absolute discretion of such Manager, by notice given to the Company prior to the Time of Delivery relating to such Shares, if at any time prior to such delivery and payment (i) trading in the Company's Common Stock shall have been suspended by the Commission or the NYSE or trading in securities generally on the NYSE shall have been suspended or limited or minimum prices shall have been established on such exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of such Manager, impractical or inadvisable to proceed with the offering or delivery of the Primary Shares as contemplated by the Prospectus.

9. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Manager that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Manager of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Manager that is a Covered Entity or a BHC Act Affiliate of such Manager becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Manager are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

10. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of each Manager set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by a Manager or the Company or any of the officers, directors, employees, affiliates, agents or controlling persons referred to in Section 7 hereof, and will survive delivery of and payment for the Shares.

11. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Managers, will be mailed, delivered or telefaxed to Goldman Sachs & Co. LLC at 200 West Street, New York, New York, 10282, Attention: Registration Department and Goldman Sachs International at Plumtree Court, 25 Shoe Lane, London EC4A 4AU, United Kingdom, Attention: Jonathan Armstrong, Equity Capital Markets, Telephone: +1-212-902-5181, Email: jonathan.armstrong@gs.com, with a copy to: Attention: Cory Oringer, Equity Capital Markets, Telephone: +1-212-902-9162, Email: Cory.Oringer@gs.com, and to: Attention: Henry Liu, Equity Capital Markets, Telephone: +1-212-902-4841, Email: hengrui.liu@gs.com, and mandatory email notification to the following address: Eq-derivs-notifications@am.ibd.gs.com; to B. Riley Securities, Inc. at 299 Park Avenue, 21st Floor, New York, New York10171; to Yorkville Securities, LLC at 1012 Springfield Avenue, Mountainside New Jersey 07092, Email: legal@yorkvilleglobal.com; or, if sent to the Company, will be mailed, delivered or emailed to 0411-Legal@amctheatres.com and confirmed to it at AMC Entertainment Holdings, Inc., One AMC Way, 11500 Ash Street, Leawood, Kansas, 66211, attention of the Legal Department.

12. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 7 hereof, and no other person will have any right or obligation hereunder.

13. No fiduciary duty. In addition to any representations and acknowledgements by the Company in the Master Confirmation, the Company hereby acknowledges that (a) the offering of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and each Manager, (if applicable) the Forward Counterparty and any affiliate through which it may be acting, on the other, (b) each Manager is acting solely as sales agent and/or principal and/or Forward Seller (as applicable only to Goldman Sachs & Co. LLC) in connection with the purchase and sale of the Company's securities and not as a fiduciary of the Company and (c) the Company's engagement of the Managers (as sales agents and/or principals) in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether a Manager and/or its affiliates has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that a Manager (in any capacity) or any of the affiliates has rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

14. Integration. This Agreement and any Terms Agreement supersede all prior agreements and understandings (whether written or oral) between the Company and the Managers with respect to the conduct of the offering and the sale of the Shares.

15. Applicable Law. This Agreement and any Terms Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

16. Waiver of Jury Trial. The Company hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement, any Terms Agreement or the transactions contemplated hereby or thereby.

17. Counterparts. This Agreement and any Terms Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures (complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law), 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 recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

18. Headings. The section headings used in this Agreement and any Terms Agreement are for convenience only and shall not affect the construction hereof.

19. Contractual Recognition of UK Bail-In. Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements or understanding between the parties hereto, each party acknowledges and accepts that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the Relevant UK Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

(i) the effect of the exercise of UK Bail-in Powers by the Relevant UK Resolution Authority in relation to any UK Bail-in Liability of the Forward Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion of, the UK Bail-in Liability into shares, other securities or other obligations of an Underwriter or another person, and the issue to or conferral on the other parties of such shares, securities or obligations;

c. the cancellation of the UK Bail-in Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

(ii) the variation of the terms of this Agreement, as deemed necessary by the Relevant UK Resolution Authority, to give effect to the exercise of UK Bail-in Powers by the Relevant UK Resolution Authority.

As used in this Section 19:

(i) "Relevant UK Resolution Authority" means the resolution authority with the ability to exercise any UK Bail-in Powers in relation to the Forward Counterparty.

(ii) "UK Bail-In Legislation" means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

(iii) "UK Bail-in Liability" means a liability in respect of which the UK Bail-in Powers may be exercised.

(iv) "UK Bail-in Powers" means any powers under the UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers.

20. Crisis Prevention Measure. The Company agrees that, with respect to this Agreement, if a: (i) Crisis Prevention Measure; (ii) Crisis Management Measure; or (iii) Recognised Third-country Resolution Action is taken in relation to the Forward Counterparty or any member of the same Group as the Forward Counterparty, the Company shall be entitled to exercise a Termination Right under, or rights to enforce a Security Interest in connection with this Agreement, to the extent that it would be entitled to do so under the Special Resolution Regime if this Agreement was governed by the laws of any part of the United Kingdom.

For the purposes of this Section 20, Section 48Z of the U.K. Banking Act 2009, as amended from time to time, is to be disregarded to the extent that it relates to a Crisis Prevention Measure other than the making of a "mandatory reduction instrument" by the Bank of England under section 6B of the U.K. Banking Act 2009, as amended from time to time.

As used in this Section 20:

(i) "Crisis Prevention Measure", "Crisis Management Measure", "Group", "Recognised Third-country Resolution Action", "Security Interest", "Special Resolution Regime" and "Termination Right" have the meaning given to them in or pursuant to the PRA Rule.

(ii) "PRA Rule" means the Stay in Resolution Part of the PRA Rulebook promulgated by the United Kingdom Prudential Regulation Authority, as amended from time to time.

21. Definitions. The terms that follow, when used in this Agreement and any Terms Agreement, shall have the meanings indicated.

"Applicable Time" shall mean, with respect to the Primary Shares, the time of sale of such Primary Shares through the Managers (acting as sales agents) or from the Managers (acting as principals) pursuant to this Agreement or any relevant Terms Agreement, and with respect to the Hedging Shares, the time of sale of such Hedging Shares from Goldman Sachs & Co. LLC (acting as Forward Seller).

"Base Prospectus" shall mean the base prospectus referred to in Section 2(a) above contained in the Registration Statement at the Execution Time.

"BHC Act Affiliate" shall mean "affiliate" as defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"Commission" shall mean the Securities and Exchange Commission.

"Covered Entity" shall mean any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b), (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b) or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" shall mean default right as defined and interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Designated Manager" shall mean, as of any given time, a Manager that the Company has designated as sales agent or principal to sell Shares pursuant to the terms of this Agreement.

"Disclosure Package" shall mean (i) the Base Prospectus, (ii) the Prospectus Supplement, (iii) the most recently filed Interim Prospectus Supplement, (iv) the Issuer Free Writing Prospectuses, if any, identified in Schedule I hereto, (v) with respect to sale to the Managers (in its capacity as principals), the public offering price of Shares sold at the relevant Applicable Time and (vi) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

"Effective Date" shall mean each date and time that the Registration Statement, any post-effective amendment or amendments thereto and any Rule 462(b) Registration Statement became or becomes effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

"Free Writing Prospectus" shall mean a free writing prospectus, as defined in Rule 405.

"GAAP" shall mean United States generally accepted accounting principles as in effect as of the date of determination thereof.

"Interim Prospectus Supplement" shall mean the prospectus supplement relating to the Shares prepared and filed pursuant to Rule 424(b) from time to time as provided by this Agreement.

"Issuer Free Writing Prospectus" shall mean an issuer free writing prospectus, as defined in Rule 433.

"Prospectus" shall mean the Base Prospectus, as supplemented by the Prospectus Supplement and the most recently filed Interim Prospectus Supplement (if any).

"Prospectus Supplement" shall mean the most recent prospectus supplement relating to the Shares that was first filed pursuant to Rule 424(b) at or prior to the Execution Time.

"Registration Statement" shall mean the registration statement referred to in Section 2(a) above, including exhibits and financial statements and any prospectus supplement relating to the Shares that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430B, as amended on each Effective Date and, in the event any post-effective amendment thereto becomes effective, shall also mean such registration statement as so amended.

"Rule 158", "Rule 163", "Rule 164", "Rule 172", "Rule 405", "Rule 415", "Rule 424", "Rule 430B" and "Rule 433" refer to such rules under the Securities Act.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"U.S. Special Resolution Regime" shall mean each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company, the Managers (in all capacities hereunder) and the Forward Counterparty.

Very truly yours,

AMC ENTERTAINMENT HOLDINGS, INC.

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

The foregoing Agreement is hereby confirmed and accepted as of the date first written above.

GOLDMAN SACHS & CO. LLC, as Manager (in all capacities hereunder)

By: /s/ Jonathan Armstrong
Name: Jonathan Armstrong
Title: Managing Director

GOLDMAN SACHS INTERNATIONAL, as Forward Counterparty

By: /s/ David Sprake
Name: David Sprake
Title: Managing Director

B. RILEY SECURITIES, INC., as Manager

By: /s/ Ryan Aceto
Name: Ryan Aceto
Title: Deputy Head of Equity Capital Markets

YORKVILLE SECURITIES, LLC, as Manager

By: /s/ Patrice McNicoll
Name: Patrice McNicoll
Title: Co-Chief Executive Officer

SCHEDULE I

Schedule of Free Writing Prospectuses included in the Disclosure Package

None.

[Form of Terms Agreement] Annex I to the Sales and Registration Agreement

AMC ENTERTAINMENT HOLDINGS, INC.

Common Stock

TERMS AGREEMENT

_____, 20__

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

B. Riley Securities, Inc.
299 Park Avenue, 21st Floor
New York, New York 10171

Yorkville Securities, LLC
1012 Springfield Avenue
Mountainside, New Jersey 07092

Dear Sirs:

AMC Entertainment Holdings, Inc. (the "Company") proposes, subject to the terms and conditions stated herein and in the Sales and Registration Agreement, dated February [9], 2026 (the "Sales and Registration Agreement"), between the Company, Goldman Sachs & Co. LLC, B. Riley Securities, Inc., Yorkville Securities, LLC and Goldman Sachs International (in each case, in the relevant capacities specified therein), to issue and sell to [Goldman Sachs & Co. LLC][B. Riley Securities, Inc.][Yorkville Securities, LLC] the securities specified in the Schedule I hereto (the "Purchased Shares") [, and solely for the purpose of covering over-allotments, to grant to [Goldman Sachs & Co. LLC][B. Riley Securities, Inc.][Yorkville Securities, LLC] the option to purchase the additional securities specified in the Schedule I hereto (the "Additional Shares")]. **[Include only if there is an over-allotment option]**

[Goldman Sachs & Co. LLC][B. Riley Securities, Inc.][Yorkville Securities, LLC] shall have the right to purchase from the Company all or a portion of the Additional Shares as may be necessary to cover over-allotments made in connection with the offering of the Purchased Shares, at the same purchase price per share to be paid by [Goldman Sachs & Co. LLC][B. Riley Securities, Inc.][Yorkville Securities, LLC] to the Company for the Purchased Shares. This option may be exercised by [Goldman Sachs & Co. LLC][B. Riley Securities, Inc.][Yorkville Securities, LLC] at any time (but not more than once) on or before the thirtieth day following the date hereof, by written notice to the Company. Such notice shall set forth the aggregate number of shares of Additional Shares as to which the option is being exercised, and the date and time when the Additional Shares are to be delivered (such date and time being herein referred to as the "Option Closing Date"); provided, however, that the Option Closing Date shall not be earlier than the Time of Delivery (as set forth in the Schedule I hereto) nor earlier than the first business day after the date on which the option shall have been exercised nor later than the fifth business day after the date on which the option shall have been exercised. Payment of the purchase price for the Additional Shares shall be made at the Option Closing Date in the same manner and at the same office as the payment for the Purchased Shares.] **[Include only if there is an over-allotment option]**

Each of the provisions of the Sales and Registration Agreement not specifically related to the solicitation by [Goldman Sachs & Co. LLC][B. Riley Securities, Inc.][Yorkville Securities, LLC], as agent of the Company, of offers to purchase securities is incorporated herein by reference in its entirety, and shall be deemed to be part of this Terms Agreement to the same extent as if such provisions had been set forth in full herein. Each of the representations and warranties set forth therein (except for any representations and warranties specifically given to Goldman Sachs & Co. LLC solely in its capacity as the Forward Seller and/or to Goldman Sachs International solely in its capacity as the Forward Counterparty) shall be deemed to have been made at and as of the date of this Terms Agreement [and] [,] the Time of Delivery [and any Option Closing Date] **[Include only if there is an over-allotment option]**, except that each representation and warranty in Section 2 of the Sales and Registration Agreement which makes reference to the Prospectus (as therein defined) shall be deemed to be a representation and warranty as of the date of the Sales and Registration Agreement in relation to the Prospectus, and also a representation and warranty as of the date of this Terms Agreement [and] [,] the Time of Delivery [and any Option Closing Date] **[Include only if there is an over-allotment option]** in relation to the Prospectus as amended and supplemented to relate to the Purchased Shares.

An amendment to the Registration Statement (as defined in the Sales and Registration Agreement), or a supplement to the Prospectus, as the case may be, relating to the Purchased Shares [and the Additional Shares] **[Include only if there is an over-allotment option]**, in the form heretofore delivered to the Managers, as principals, is now proposed to be filed with the Securities and Exchange Commission.

Subject to the terms and conditions set forth herein and in the Sales and Registration Agreement which are incorporated herein by reference, the Company agrees to issue and sell to [Goldman Sachs & Co. LLC][B. Riley Securities, Inc.][Yorkville Securities, LLC] and the latter agrees to purchase from the Company the number of shares of the Purchased Shares at the time and place and at the purchase price set forth in the Schedule I hereto.

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, whereupon this Terms Agreement, including those provisions of the Sales and Registration Agreement incorporated herein by reference, shall constitute a binding agreement between the Managers, as principal, and the Company.

AMC ENTERTAINMENT HOLDINGS, INC.

By: _____
Name:
Title:

ACCEPTED as of the date first written above.

[Goldman Sachs & Co. LLC]

By: _____
Name:
Title:

[B. Riley Securities, Inc.]

By: _____
Name:
Title:

[Yorkville Securities, LLC]

By: _____
Name:
Title:

[Form of Terms Agreement] Schedule I to the Terms Agreement

Title of Purchased Shares [and Additional Shares]:
Common Stock, par value $[ ] per share

Number of Shares of Purchased Shares:

[Number of Shares of Additional Shares:]

[Price to Public:]

Purchase Price by [Goldman Sachs & Co. LLC][B. Riley Securities, Inc.][Yorkville Securities, LLC]:

Method of and Specified Funds for Payment of Purchase Price:
By wire transfer to a bank account specified by the Company in same day funds.

Method of Delivery:
Free delivery of the Shares to the Manager's account at The Depository Trust Company in return for payment of the purchase price.

Time of Delivery:

Closing Location:

Documents to be Delivered:

The following documents referred to in the Sales and Registration Agreement shall be delivered as a condition to the closing at the Time of Delivery [and on any Option Closing Date]:

(1) The opinion referred to in Section 4(l).
(2) The opinion referred to in Section 4(m).
(3) The accountants' letters referred to in Section 4(n).
(4) The officers' certificate referred to in Section 4(k).
(5) The Chief Financial Officer's certificate referred to in Section 4(o).
(6) Such other documents as the Managers shall reasonably request.

Exhibit 5.1

Weil, Gotshal & Manges LLP

767 Fifth Avenue
New York, NY 10153-0119
+1 212 310 8000 tel
+1 212 310 8007 fax

February 9, 2026

AMC Entertainment Holdings, Inc.
One AMC Way
11500 Ash Street
Leawood, Kansas 66211

Ladies and Gentlemen:

We have acted as counsel to AMC Entertainment Holdings, Inc., a Delaware corporation (the "***Company***"), in connection with the authorization of the possible issuance and sale from time to time, on a delayed basis, by the Company of shares of its Class A common stock, par value $0.01 per share (the "***Common Stock***"), with an aggregate offering price of up to $150,000,000, as may be limited by the Sales and Registration Agreement and the Master Confirmation, as the case may be (each as defined below), in sales deemed to be "at-the-market offerings" (the "***ATM Shares***") as defined in Rule 415 of the Securities Act of 1933, as amended (the "***Securities Act***"), and through one or more forward transactions (the "***Forward Sale Shares***"), pursuant to the Company's Registration Statement on Form S-3 filed on February 9, 2026 (the "***Registration Statement***") with the Securities and Exchange Commission (the "***Commission***") under the Securities Act.

In so acting, we have examined originals or copies (certified or otherwise identified to our satisfaction) of (i) the Registration Statement and the form of prospectus included therein, (ii) the Prospectus Supplement, dated February 9, 2026, (the "***Prospectus Supplement***") which forms a part of the Registration Statement, (iii) the Fourth Amended and Restated Certificate of Incorporation of the Company, together with all amendments thereto, filed with the Secretary of State of the State of Delaware, (iv) the Fourth Amended and Restated Bylaws of the Company, (v) the Sales and Registration Agreement, dated as of February 9, 2026 (the "***Sales and Registration Agreement***"), between the Company, Goldman Sachs & Co. LLC, as sales agent, forward seller and/or principal, B. Riley Securities, Inc., as sales agent and/or principal, and Yorkville Securities, LLC, as sales agent and/or principal (each, in any such capacity under the Sales and Registration Agreement, a "***Manager***" and, collectively, the "***Managers***"), (vi) the Master Confirmation, dated as of February 9, 2026, between the Company and Goldman Sachs International, as forward purchaser (the "***Master Confirmation***"), and (vii) such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinion hereinafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the authenticity of the originals of such latter documents. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company.

We have also assumed that (i) no stop orders suspending the Registration Statement's effectiveness will have been issued and remain in effect, in each case, at the time the shares of Common Stock are offered or issued as contemplated by the Registration Statement and the Prospectus Supplement, (ii) the Sales and Registration Agreement has been duly authorized and validly executed and delivered by the parties thereto (other than the Company), (iii) the Master Confirmation has been duly authorized and validly executed and delivered by the parties thereto (other than the Company), and any supplements attached thereto will not differ in any manner material to this opinion from the form agreed upon, (iv) the Company has timely filed all necessary reports pursuant to the Securities Exchange Act of 1934, as amended, which are incorporated into the Registration Statement and Prospectus Supplement by reference and (v) all shares of Common Stock will be issued, offered and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement and the Prospectus Supplement.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that:

1. the issuance of the Forward Sale Shares has been duly authorized and, when and if issued and delivered by the Company against payment therefor in accordance with the Sales and Registration Agreement and the Master Confirmation, will be validly issued, fully paid and non-assessable; and

2. the issuance of the ATM Shares has been duly authorized and, when and if issued and delivered by the Company against payment therefor in accordance with the Sales and Registration Agreement, will be validly issued, fully paid and non-assessable.

The opinion expressed herein is limited to the corporate laws of the State of Delaware and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction.

We hereby consent to the filing of this letter as an exhibit to the Company's Current Report on Form 8-K relating to the Prospectus Supplement and to the reference to our firm therein. In giving such consent we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Weil, Gotshal & Manges LLP

Exhibit 10.1

EXECUTION VERSION

Goldman Sachs International | Plumtree Court | 25 Shoe Lane | London EC4A 4AU

Cable: GOLDSACHS LONDON

Registered in England No. 2263951 | Registered Office As Above | Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

To: **AMC Entertainment Holdings, Inc.**
One AMC Way
11500 Ash Street, Leawood, KS, 66211

From: **Goldman Sachs International**

Date: February 9, 2026

Dear Sir(s):

The purpose of this communication (this "**Master Confirmation**") is to set forth certain terms and conditions for one or more prepaid variable price share forward transactions that AMC Entertainment Holdings, Inc. ("**Counterparty**") will enter into with Goldman Sachs International ("**Dealer**") from time to time. This communication constitutes a "Confirmation" as referred to in the Agreement specified below. Each such transaction (a "**Transaction**") entered into between Dealer and Counterparty that is to be subject to this Master Confirmation shall be evidenced by a supplemental confirmation substantially in the form of Annex B hereto (a "**Supplemental Confirmation**"), with such modifications thereto as to which Counterparty and Dealer mutually agree. This Master Confirmation is a confirmation for purposes of Rule 10b-10 promulgated under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). Dealer is acting as principal in the Transaction and Goldman Sachs & Co. LLC ("**GS&Co.**"), its affiliate, is acting as agent (within the meaning of Rule 15a-6 under the Exchange Act) for Dealer and Counterparty in the Transaction, as set forth in Section 31 hereof. **Dealer is not a member of the Securities Investor Protection Corporation.**

1. This Master Confirmation and a Supplemental Confirmation evidence a complete binding agreement between Dealer and Counterparty as to the terms of the Transaction to which this Master Confirmation and such Supplemental Confirmation relate. This Master Confirmation is subject to, and incorporates, the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**") and the 2006 ISDA Definitions (the "**Swap Definitions**"), as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"). This Master Confirmation, the related Supplemental Confirmation and the pricing supplement setting forth certain additional terms of each Transaction determined in accordance with the terms of this Master Confirmation in substantially the form of Annex C hereto (as delivered by Dealer, the "**Pricing Supplement**"), shall be a "Confirmation" for purposes of the Agreement specified below. In the event of any inconsistency between the Equity Definitions, this Master Confirmation, the Supplemental Confirmation, the Pricing Supplement or the Agreement, the following will prevail for purposes of the Transaction in the order of precedence indicated: (i) the Pricing Supplement; (ii) the Supplemental Confirmation; (iii) this Master Confirmation (including, for the avoidance of doubt, the Credit Support Annex); (iv) the Equity Definitions; (v) the Swap Definitions; and (vi) the Agreement. For purposes of the Equity Definitions, each Transaction will be deemed to be a Share Forward Transaction.

This Master Confirmation, each Supplemental Confirmation and the Pricing Supplement, shall supplement, form a part of and be subject to an agreement (the "**Agreement**") in the form of the 2002 ISDA Master Agreement (the "**ISDA Form**"), as published by ISDA, as if Dealer and Counterparty had executed the ISDA Form on the date hereof (but without any Schedule except for (i) the election of English Law as the governing law and US Dollars ("**USD**") as the Termination Currency and (ii) the election that the "Cross Default" provisions of Section 5(a)(vi) of the Agreement shall apply to Counterparty and Dealer, with a "Threshold Amount" of USD 25 million for Counterparty and a "Threshold Amount" equal to 3% of shareholders' equity of The Goldman Sachs Group, Inc. ("**GS Parent**") as of the date hereof for Dealer; *provided* that (a) the phrase "or becoming capable at such time of being declared" shall be deleted from clause (1) of such Section 5(a)(vi) of the Agreement, (b) the following sentence shall be added to the end thereof: "Notwithstanding the foregoing, a default under subsection (2) hereof shall not constitute an Event of Default if (i) the default was caused solely by error or omission of an administrative or operational nature; (ii) funds were available to enable the party to make the payment when due; and (iii) the payment is made within three Local Business Days of such party's receipt of written notice of its failure to pay."; (c) the term "Specified Indebtedness" shall have the meaning specified in Section 14 of the Agreement, except that such term shall not include obligations in respect of deposits received in the ordinary course of a party's banking business. On the Trade Date of each Transaction under this Master Confirmation, Dealer and the Counterparty shall be deemed to have entered into a credit support annex in the form of the English version of the 1995 ISDA Credit Support Annex (Bilateral Form-Transfer) (with a Paragraph 11 in the form set forth in the Appendix hereto) (each, a "**Credit Support Annex**")). The Credit Support Annex entered into with respect to a Transaction shall constitute a "Confirmation" that supplements, forms part of, and is subject to, the Agreement with effect from the Trade Date of such Transaction and the credit support arrangements set out in each such Credit Support Annex shall constitute a "Transaction" that is subject to the Agreement. All provisions contained in the Agreement are incorporated into and shall govern this Master Confirmation except as expressly modified herein. This Master Confirmation, each Supplemental Confirmation and the Pricing Supplement, evidence a complete and binding agreement between Dealer and Counterparty as to the terms of the Transaction and replaces any previous agreement between the parties with respect to the subject matter hereof.

If there exists any ISDA Master Agreement between Dealer or any of its Affiliates, including GS Parent (collectively, "**Goldman Sachs**"), and Counterparty or any confirmation or other agreement between Goldman Sachs and Counterparty pursuant to which an ISDA Master Agreement is deemed to exist between Goldman Sachs and Counterparty, then notwithstanding anything to the contrary in such ISDA Master Agreement, such confirmation or agreement or any other agreement to which Goldman Sachs and Counterparty are parties, no Transaction shall be considered a Transaction under, or otherwise governed by, such existing or deemed ISDA Master Agreement.

2. The terms of the particular Transaction to which this Master Confirmation relates are as follows:

General Terms:

Trade Date:	For each Transaction, as set forth in the related Supplemental Confirmation.
Effective Date:	For each Transaction, to be the first Clearance System Business Day on or following the Trade Date on which the conditions set forth in Section 3 of the Master Confirmation shall have been satisfied in respect of such Transaction. If the Effective Date shall not have occurred on the Trade Date for a Transaction, the parties shall have no further obligations under the Agreement in connection with such Transaction, other than in respect of breaches of representations or covenants on or prior to such date.
Buyer:	Dealer
Seller:	Counterparty
Shares:	The shares of Class A common stock, $0.01 par value per Share, of Counterparty (Ticker: "AMC")
Hedge Period:	For each Transaction, as set forth in the related Supplemental Confirmation.
Hedge Period Commencement Date:	For each Transaction, as set forth in the related Supplemental Confirmation.
Hedge Period Completion Date:	For each Transaction, as set forth in the applicable Pricing Supplement, to be the earliest of (i) the Hedge Period Outside Date, (ii) the date as of which Dealer has determined in a commercially reasonable manner that Hedge Positions in respect of the Transaction can no longer be established by Dealer due to termination of the Registration Agreement (defined below), and (iii) the Scheduled Trading Day on which the Forward Seller (as defined in the Registration Agreement) completes the establishment of Dealer's commercially reasonable initial Hedge Position in respect of such Transaction pursuant to the Registration Agreement.

Hedge Period Outside Date:	For each Transaction, as set forth in the related Supplemental Confirmation.
Hedge Reference Price:	For each Transaction, as set forth in the related Supplemental Confirmation.
Number of Shares:	For each Transaction, initially, as set forth in the related Supplemental Confirmation, subject to adjustment as set forth herein and therein.
Aggregate Number of Shares:	To be the sum of the Number of Shares in respect of any and all Transaction(s) under this Master Confirmation.
Component Number of Shares:	For each Transaction, as set forth in the related Supplemental Confirmation.
Components:	For each Transaction, as set forth in the related Supplemental Confirmation.
Settlement Currency:	USD
Exchange:	The New York Stock Exchange
Related Exchange:	All Exchanges
Prepayment:	Applicable
Prepayment Date:	For each Transaction, as set forth in the related Supplemental Confirmation.
Prepayment Amount:	For each Transaction, as set forth in the related Supplemental Confirmation.
Remaining Prepayment Amount:	For each Transaction, as set forth in the related Supplemental Confirmation.
Variable Obligation:	Not Applicable
Forward Floor Price:	As provided in the Pricing Supplement, to be the product of (x) the Forward Floor Percentage and (y) the Hedge Reference Price.
Forward Floor Percentage:	For each Transaction, as set forth in the related Supplemental Confirmation.
Forward Cap Price:	As provided in the Pricing Supplement, to be the product of (x) the Forward Cap Percentage and (y) the Hedge Reference Price.
Forward Cap Percentage:	For each Transaction, as set forth in the related Supplemental Confirmation.

Valuation:

Valuation Date: For each Transaction, as set forth in the related Supplemental Confirmation.

Valuation Period: For each Transaction, as set forth in the related Supplemental Confirmation.

Scheduled Valuation Date: For each Transaction, as set forth in the related Supplemental Confirmation.

Valuation Disruption: Notwithstanding anything to the contrary in the Equity Definitions, the Calculation Agent may, in its good faith and commercially reasonable discretion, to the extent that a Disrupted Day occurs during the Valuation Period, postpone the Scheduled Valuation Date and, to the extent that a Disrupted Day occurs during the Unwind Period, extend the Unwind Period. If any such Disrupted Day is a Disrupted Day because of a Market Disruption Event (or a deemed Market Disruption Event as provided herein), the Calculation Agent shall determine whether:

(i) such Disrupted Day is a Disrupted Day in full, in which case the VWAP Price or the 10b-18 VWAP Price, as applicable, for such Disrupted Day shall not be included for purposes of determining the Settlement Price or the True-up Price, as applicable, or

(ii) such Disrupted Day is a Disrupted Day only in part, in which case the VWAP Price or the 10b-18 VWAP Price, as appliable, for such Disrupted Day shall be determined by the Calculation Agent based on transactions in the Shares on such Disrupted Day taking into account the nature and duration of the relevant Market Disruption Event, and the weighting of the VWAP Price or the 10b-18 VWAP Price for the relevant Valid Days during the Valuation Period or the weighting of the 10b-18 VWAP Price for the relevant Valid Days during the Unwind Period, as applicable, shall be adjusted in good faith and a commercially reasonable manner by the Calculation Agent for purposes of determining the Settlement Price, with such adjustments based on, among other factors, the nature and duration of any Market Disruption Event and the volume, historical trading patterns and price of the Shares.

Any Scheduled Trading Day on which the Exchange is scheduled to close prior to its normal close of trading shall be deemed to be a Disrupted Day in full.

The Calculation Agent shall provide notice to Counterparty of any Valuation Disruption on the Exchange Business Day promptly following such Valuation Disruption; *provided* that in case a Market Disruption Event is due to a Regulatory Disruption, such notice shall not be required to specify, and Dealer shall not otherwise be required to communicate to Counterparty, the reason for such Regulatory Disruption.

If a Disrupted Day occurs during the Valuation Period and each of the nine immediately following Scheduled Trading Days is a Disrupted Day (a "**Disruption Event**"), then the Calculation Agent, in its good faith and commercially reasonable discretion, may deem such Disruption Event (and each consecutive Disrupted Day thereafter) to be (x) a Potential Adjustment Event or (y) if the Calculation Agent determines that no adjustment that it could make under clause (x) will produce a commercially reasonable result, an Additional Termination Event, with Counterparty as the sole Affected Party and the Transaction as the sole Affected Transaction.

	The definition of "Market Disruption Event" in Section 6.3(a) of the Equity Definitions is hereby amended by deleting the words (A) "at any time during the one-hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be", (B) inserting the words "at any time on any Scheduled Trading Day during the Valuation Period" after the word "material," in the third line thereof and (C) replacing the words "or (iii) an Early Closure." therein with "(iii) an Early Closure, or (iv) a Regulatory Disruption.". Section 6.3(d) of the Equity Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof.
VWAP Price:	For any Exchange Business Day, the per Share volume-weighted average price for the regular trading session (without regard to pre-open or after hours trading outside of such regular trading session) of the Exchange as displayed under the heading "Bloomberg VWAP" on Bloomberg page "AMC <Equity> AQR" (or any successor thereto) at 4:15 P.M. New York time (or 15 minutes following the end of any extension of the regular trading session) on such Exchange Business Day or, if such volume-weighted average price is unavailable for any reason or is, in the Calculation Agent's reasonable discretion, erroneous, the market value of one Share on such Exchange Business Day, as determined by the Calculation Agent using a volume-weighted method.
Valid Day:	Each Exchange Business Day during the Valuation Period.
Regulatory Disruption:	A "**Regulatory Disruption**" shall occur if Dealer determines that it is appropriate or necessary in light of legal, regulatory or self-regulatory requirements or related policies or procedures for Dealer or its agent or affiliate (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by Dealer) to refrain from or decrease all or any part of the market activity in which it would otherwise engage in connection with the Transaction.
Settlement Terms:	
Settlement Method Election:	Applicable
Default Settlement Method:	Physical Settlement; *provided* that references to "Physical Settlement" in Section 7.1 of the Equity Definitions shall be replaced by references to "Modified Physical Settlement".
Settlement Shares:	For each Component, Component Number of Shares.
Settlement Date:	For each Component, as set forth in the related Supplemental Confirmation.

Settlement Currency:	USD (as defined in the Swap Definitions).
Settlement Price:	The arithmetic average of the VWAP Prices on the Valid Days in the Valuation Period, subject to "Valuation Disruption" above.
Modified Physical Settlement:	Notwithstanding Section 9.2(a) of the Equity Definitions but subject to Section 14(b) below, on the Settlement Date, Dealer will pay to Counterparty the Modified Physical Settlement Cash Amount plus the Remaining Prepayment Amount, and Counterparty shall deliver to Dealer through the Clearance System a number of Shares equal to the Settlement Shares and will pay to Dealer the Fractional Share Amount, if any, subject to Section 14 hereof; provided that at the election by Counterparty meeting the Election Notice Requirements, which election shall be provided by notice to Dealer no later than one Settlement Cycle prior to the Settlement Date, Dealer shall instead pay the Remaining Prepayment Amount on the Settlement Date and deliver to Counterparty the Modified Physical Settlement Share Amount (the "**True-up Share Settlement**") on the date that is one Settlement Cycle immediately following the last day of the Unwind Period (and such alternative date of delivery shall be deemed to be a Settlement Date).
Modified Physical Settlement Cash Amount:	For each Component, an amount equal to the Modified Forward Price *multiplied by* the Component Number of Shares.
Modified Physical Settlement Share Amount:	For each Component, an amount equal to the Modified Physical Settlement Cash Amount *divided by* the True-up Price.
Election Notice Requirements:	Counterparty may elect the True-up Share Settlement by giving notice (the "**True-up Share Settlement Election Notice**") only if Counterparty represents and warrants to Dealer in such notice that: (A) Counterparty is not aware of any material nonpublic information concerning itself or the Shares, (B) Counterparty is electing the settlement method in good faith and not as part of a plan or scheme to evade compliance with Rule 10b-5 under the Exchange Act ("**Rule 10b-5**") or any other provision of the federal securities laws, (C) it is not making such election to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for Shares), (D) such election, and settlement in accordance therewith, does not and will not violate or conflict with any law, regulation or supervisory guidance applicable to Counterparty, or any order or judgment of any court or other agency of government applicable to it or any of its assets, and any governmental consents that are required to have been obtained by Counterparty with respect to such election or settlement have been obtained and are in full force and effect and all conditions of any such consents have been complied with and (E) Counterparty will be able to purchase the number of Shares equal to the Modified Physical Settlement Share Amount (assuming for such purpose that the True-up Price is equal to the Settlement Price) in accordance with its organizational documents and the required corporate approvals thereunder (if any).
True-up Price:	Notwithstanding anything to the contrary in the Equity Definitions, for any True-up Share Settlement, the arithmetic average of the 10b-18 VWAP Prices on the Valid Days in the Unwind Period, as determined by the Calculation Agent, subject to "Valuation Disruption" above.

Unwind Period:	For any True-up Share Settlement, the period from and including the first Exchange Business Day following the date the Counterparty validly provides the True-up Share Settlement Election Notice (or such later date as agreed to by Dealer in its sole discretion) and ending on the date determined by the Calculation Agent in its commercially reasonable discretion.
10b-18 VWAP Price:	For any Exchange Business Day, the volume-weighted average price at which the Shares trade as reported in the composite transactions for United States exchanges and quotation systems, during the regular trading session for the Exchange on such Exchange Business Day, excluding (i) trades that do not settle regular way, (ii) opening (regular way) reported trades in the consolidated system on such Exchange Business Day, (iii) trades that occur in the last ten minutes before the scheduled close of trading on the Exchange on such Exchange Business Day and ten minutes before the scheduled close of the primary trading in the market where the trade is effected, and (iv) trades on such Exchange Business Day that do not satisfy the requirements of Rule 10b-18(b)(3) under the Exchange Act, as published by Bloomberg at 4:15 p.m. New York time (or 15 minutes following the end of any extension of the regular trading session) on such Exchange Business Day, on Bloomberg page "AMC <Equity> AQR_SEC" (or any successor thereto), or if such price is not so reported on such Exchange Business Day for any reason or is, in the Calculation Agent's good faith and commercially reasonable determination, erroneous, such 10b-18 VWAP Price shall be as determined in good faith and in a commercially reasonable manner by the Calculation Agent.
Modified Forward Price:	(i) if the Settlement Price is less than or equal to the Forward Floor Price, zero; (ii) if the Settlement Price is greater than the Forward Floor Price but less than or equal to the Forward Cap Price, such Settlement Price *minus* the Forward Floor Price; and (iii) if the Settlement Price is greater than the Forward Cap Price, the Forward Cap Price *minus* the Forward Floor Price.
Fractional Share Amount:	An amount in the Settlement Currency representing the fractional Share resulting from the calculation of the Number of Shares to be as determined by the Calculation Agent *multiplied by* the Settlement Price attributable to the relevant Share on the Valuation Date.
Representation and Agreement:	Section 9.11 of the Equity Definitions is hereby modified to exclude any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws that exist as a result of the fact that Counterparty is the issuer of the Shares.

Share Adjustments:

Dividend Adjustment:	For any Extraordinary Dividend, the Calculation Agent shall, as of the ex-dividend date for such Extraordinary Dividend, adjust one of more of the Forward Cap Price, the Forward Floor Price, or any other variable relevant to the valuation, settlement, payment or other terms of the relevant Transaction as it deems appropriate to preserve the fair value of such Transaction.

Extraordinary Dividend:	Any dividend or distribution on the Shares with an ex-dividend date occurring on any day from, and including, the Trade Date (other than any dividend or distribution of the type described in Section 11.2(e)(i) or Section 11.2(e)(ii)(A) of the Equity Definitions).
Method of Adjustment:	Calculation Agent Adjustment

Extraordinary Events:

New Shares:	In the definition of "New Shares" in Section 12.1(i) of the Equity Definitions, (a) the text in subsection (i) shall be deleted in its entirety and replaced with: "publicly quoted, traded or listed on any of the New York Stock Exchange, The Nasdaq Global Market or The Nasdaq Global Select Market (or their respective successors)" and (b) the phrase "and (iii) issued by a corporation under the laws of the United States, any State thereof or the District of Columbia" shall be inserted immediately prior to the period.
Consequences of Merger Events:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Cancellation and Payment (Calculation Agent Determination)
(c) Share-for-Combined:	Component Adjustment
Tender Offer:	Applicable.
Consequences of Tender Offers:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Modified Calculation Agent Adjustment
(c) Share-for-Combined:	Modified Calculation Agent Adjustment
Consequences of Announcement Events:	Modified Calculation Agent Adjustment as set forth in Section 12.3(d) of the Equity Definitions, as amended hereby; *provided* that, in respect of an Announcement Event, (x) references to "Tender Offer" shall be replaced by references to "Announcement Event" and references to "Tender Offer Date" shall be replaced by references to "date of such Announcement Event", (y) the word "shall" in the second line shall be replaced with "may" and (z) for the avoidance of doubt, the Calculation Agent may determine the effect on the Transaction of such Announcement (and, if so, adjust the terms of such Transaction accordingly) on one or more occasions on or after the date of the Announcement Event, it being understood that any adjustment in respect of an Announcement Event shall take into account any earlier adjustment relating to the same Announcement Event. An Announcement Event shall be an "Extraordinary Event" for purposes of the Equity Definitions, to which Article 12 of the Equity Definitions is applicable. For the avoidance of doubt, any such adjustment shall be without prejudice to the application of the provisions set forth in "Consequences of Merger Events" and/or "Consequences of Tender Offers" with respect to the related Merger Event or Tender Offer.

Announcement Event:	(i) The public announcement of any Merger Event or Tender Offer, the intention to enter into a Merger Event or Tender Offer, or any transaction or event that, if completed, would constitute a Merger Event or Tender Offer, (ii) the public announcement of (x) any potential acquisition by Issuer and/or any of its subsidiaries where the aggregate consideration exceeds 25% of the market capitalization of Issuer as of the date of such announcement, as determined by the Calculation Agent (an "**Acquisition Transaction**") or (y) any potential lease, exchange, transfer or disposition (including, without limitation, by way of spin-off or distribution) of assets (including, without limitation, any capital stock or other ownership interests or other ownership interest in the Issuer's subsidiaries) or other similar event by Issuer or any of its subsidiaries where the aggregate consideration exceeds 25% of the market capitalization of Issuer as of the date of such announcement, as determined by the Calculation Agent (a "**Disposal Transaction**"), (iii) the public announcement of an intention by Issuer or any of its subsidiaries to solicit or enter into, or to explore strategic alternatives or other similar undertaking that may include, a Merger Event, Tender Offer, Acquisition Transaction or Disposal Transaction, (iv) any other announcement that in the reasonable judgment of Calculation Agent may result in a Merger Event, Tender Offer Acquisition Transaction or Disposal Transaction or (v) any subsequent public announcement of a change to a transaction or intention that is the subject of an announcement of the type described in clause (i), (ii), (iii) or (iv) of this sentence (including, without limitation, a new announcement, whether or not by the same party, relating to such a transaction or intention or the announcement of a withdrawal from, or the abandonment or discontinuation of, such a transaction or intention), as determined by the Calculation Agent. For the avoidance of doubt, 'announcements' as used in this definition of Announcement Event refer to any public announcement whether made by the Issuer or a third party, and the occurrence of an Announcement Event with respect to any transaction or intention shall not preclude the occurrence of a later Announcement Event with respect to such transaction or intention. For purposes of this definition of "Announcement Event," "Merger Event" shall be read with references therein to "100%" being replaced by "35%" and to "50%" by "75%" and without reference to the clause beginning immediately following the definition of "Reverse Merger" therein.
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination); *provided* that in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it shall also constitute a Delisting if (i) the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, The Nasdaq Global Market or The Nasdaq Global Select Market (or their respective successors) (and if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange) or (ii) the Issuer announces an intent to cause the Shares to cease to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer).

Additional Disruption Events:

Change in Law:	Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase ", or public announcement of, the formal or informal interpretation", (ii) by adding the phrase "and/or Hedge Position" after the word "Shares" in clause (X) thereof and (iii) by immediately following the word "Transaction" in clause (X) thereof, adding the phrase "in the manner contemplated by the Hedging Party on the Trade Date"; and *provided*, *further* that (i) any determination as to whether (A) the adoption of or any change in any applicable law or regulation (including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption or promulgation of new regulations authorized or mandated by existing statute) or (B) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), in each case, constitutes a "Change in Law" shall be made without regard to Section 739 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or any similar legal certainty provision in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, and (ii) Section 12.9(a)(ii) of the Equity Definitions is hereby amended by replacing the parenthetical beginning after the word "regulation" in the second line thereof with the phrase "(including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption or promulgation of new regulations authorized or mandated by existing statute)".
Failure to Deliver:	Applicable if Dealer is required to deliver Shares hereunder; otherwise, Not Applicable.
Hedging Disruption:	Applicable.
Increased Cost of Hedging:	Applicable.
Increased Cost of Stock Borrow:	Not Applicable.
Loss of Stock Borrow:	Not Applicable.
Hedging Party:	For all applicable Additional Disruption Events, Dealer.
Determining Party:	For all applicable Extraordinary Events, Dealer.

Acknowledgements:

Non-Reliance:	Applicable
Agreements and Acknowledgements Regarding Hedging Activities:	Applicable
Additional Acknowledgements:	Applicable

Transfer:	(a) Notwithstanding anything to the contrary in the Agreement (but it being understood that this clause (a) will not limit Section 7(a) of the Agreement), Dealer may, without the consent of Counterparty, assign, transfer and set over all rights, title and interest, powers, privileges and remedies of Dealer under the Transaction, in whole or in part, to an affiliate of Dealer whose obligations under the Transaction are guaranteed by Dealer or GS Parent. (b) Except to the extent permitted under Section 7 of the Agreement, Counterparty may not transfer or assign any of its rights or obligations under the Transaction, this Master Confirmation or the Agreement without the prior written consent of Dealer. Calculation Agent: Dealer; *provided that* if an Event of Default of the type described in Section 5(a)(vii) of the Agreement with respect to which Dealer is the sole Defaulting Party has occurred and is continuing with respect to Dealer, Counterparty shall have the right to appoint a successor calculation agent, which shall be a nationally recognized, third-party dealer in over-the-counter corporate equity derivatives. For the avoidance of doubt, the Calculation Agent shall make all calculations and determinations in good faith and in a commercially reasonable manner. The parties agree that all costs and expenses associated with replacing Dealer as the Calculation Agent shall be equally shared by the parties. Following any determination, adjustment or calculation by the Calculation Agent hereunder, upon a written request by Counterparty, the Calculation Agent will promptly (but in any event no later than five (5) Exchange Business Days following receipt of such written request) provide to Counterparty a report (in a commonly used file format for the storage and manipulation of financial data, if relevant) displaying in reasonable detail the basis for such determination, adjustment or calculation, as the case may be (including any assumption used in making such determination, adjustment or calculation), it being understood that the Calculation Agent shall not be obligated to disclose any proprietary or confidential models or any other confidential or proprietary information used by it for such determination, adjustment or calculation.
Counterparty Payment Instructions:	To be provided by Counterparty.
Dealer Payment Instructions:	To be provided by Dealer.
Counterparty's Contact Details for Purpose of Giving Notice:	To be provided by Counterparty.
Dealer's Contact Details for Purpose of Giving Notice:	Goldman Sachs International Plumtree Court 25 Shoe Lane London, UK, EC4A 2AU Attention: Jonathan Armstrong, Equity Capital Markets With a copy to: Attention: Cory Oringer, Equity Capital Markets and to: Attention: Henry Liu, Equity Capital Markets

3. *Effectiveness*. The effectiveness of each Supplemental Confirmation and the related Transaction on the Effective Date for such Supplemental Confirmation shall be subject to the satisfaction (or wavier by Dealer) of the following conditions:

(a) The parties hereto shall be parties to the Credit Support Annex in connection with such Transaction;

(b) The Sales and Registration Agreement dated as of February 9, 2026 between Counterparty, Dealer, Goldman Sachs & Co. LLC, as the Sales Agent and the Forward Seller party thereto (the "**Registration Agreement**") shall be in full force and effect, and the representations and warranties of Counterparty contained in the Registration Agreement that are qualified by materiality shall be true and correct as of such Effective Date and those not so qualified shall be true and correct in all material respects as of such Effective Date (or, in each case, if made earlier than such date under the Registration Agreement, as of such earlier date);

(c) any certificate delivered pursuant to the Registration Agreement by Counterparty shall be true and correct on such Effective Date as if made as of such Effective Date (or, if made earlier than such date under the Registration Agreement, as of such earlier date);

(d) all of the conditions set forth in Section 6 of the Registration Agreement shall have been satisfied;

(e) Counterparty shall have satisfied with respect to Dealer and the "Forward Counterparty" (as defined in the Registration Agreement) its obligations set forth under Section 4 of the Registration Agreement that are required to be satisfied on and prior to such Effective Date;

(f) all of the representations and warranties of Counterparty hereunder and under the Agreement shall be true and correct on such Effective Date as if made as of such Effective Date;

(g) Counterparty shall have performed all of the obligations required to be performed by it hereunder and under the Agreement on or prior to such Effective Date, including without limitation its obligations under Section 6 hereof;

(h) Counterparty shall have performed all of the obligations required to be performed by it under the Registration Agreement on or prior to such Effective Date; and

(i) On or prior to such Effective Date, Counterparty shall deliver to Dealer an opinion of counsel in form and substance reasonably satisfactory to Dealer with respect to matters set forth in Section 3(a)(i)-(iv) of the Agreement and Section 5(j) hereof and any other such matters as Dealer may reasonably request.

4. *Additional Mutual Representations and Warranties*. In addition to the representations and warranties in the Agreement, each party represents and warrants to the other party that it is an "eligible contract participant", as defined in the U.S. Commodity Exchange Act (as amended), and an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act of 1933 (as amended) (the "**Securities Act**"), and is entering into the Transaction hereunder as principal and not on behalf of any third party.

5. *Additional Representations and Warranties of Counterparty*. In addition to the representations and warranties in the Agreement and those contained elsewhere herein, Counterparty represents and warrants to Dealer, and agrees with Dealer, as of the Trade Date and the Effective Date for each Transaction, that:

(a) without limiting the generality of Section 13.1 of the Equity Definitions, it acknowledges that Dealer is not making any representations or warranties with respect to the treatment of the Transaction, including without limitation ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and Hedging*, FASB Statements 128, 133, as amended, 149 or 150, EITF 00-19, 01-6, 03-6 or 07-5, ASC Topic 480, *Distinguishing Liabilities from Equity*, ASC 815-40, *Derivatives and Hedging – Contracts in Entity's Own Equity* (or any successor issue statements) or under the Financial Accounting Standards Board's Liabilities & Equity Project;

(b) Counterparty shall have delivered to Dealer a resolution of Counterparty's board of directors authorizing such Transaction;

(c) it shall not take any action to reduce or decrease the number of authorized and unissued Shares below the sum of (i) the Aggregate Number of Shares *plus* (ii) the total number of Shares issuable upon settlement (whether by net share settlement or otherwise) of any other transaction or agreement to which it is a party;

(d) in addition to any obligations that Counterparty may have under Section 6(e) hereunder, it will not repurchase any Shares if, immediately following such repurchase, the Aggregate Number of Shares would be equal to or greater than 16.97% of the number of then-outstanding Shares and it will notify Dealer immediately upon the announcement or consummation of any repurchase of Shares in an amount that, taken together with the amount of all repurchases since the date of the last such notice (or, if no such notice has been given, since the Trade Date), exceeds 0.5% of the number of then-outstanding Shares;

(e) it is not entering into this any Transaction to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for Shares);

(f) (i) neither it nor any of its officers or directors is aware of any material non-public information regarding itself or the Shares; (ii) it is entering into each Transaction, will make any election pursuant to this Master Confirmation, and will enter into any amendment, waiver, modification or termination of this Confirmation, in each case in good faith and not as part of a plan or scheme to evade compliance with Rule 10b-5 or any other provision of the federal securities laws; (iii) it has not entered into or altered and will not enter into or alter any hedging transaction relating to the Shares corresponding to or offsetting such Transaction and shall not seek to control or influence Dealer's decision to make any "purchases or sales" (within the meaning of Rule 10b5-1(c)(1)(i)(B)(3)) of any Shares, including any hedging transactions; and (iv) it has consulted with its own advisors as to the legal aspects of its adoption and implementation of this Master Confirmation and any Supplemental Confirmation under Rule 10b5-1 under the Exchange Act ("**Rule 10b5-1**");

(g) it is in compliance with its reporting obligations under the Exchange Act and its most recent Annual Report on Form 10-K, together with all reports subsequently filed by it pursuant to the Exchange Act, taken together and as amended and supplemented to the date of this representation, do not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) no state or local (including, to the best of Counterparty's knowledge, non-U.S. jurisdictions) law, rule, regulation or regulatory order applicable specifically to the Shares (and not generally to ownership of equity securities by a financial institution that is not generally applicable to holders of the Shares) would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of Dealer or its affiliates owning or holding (however defined) Shares as a commercially reasonable Hedge Position in connection with any Transaction in accordance with the terms of this Master Confirmation, the related Supplemental Confirmation and the Agreement;

(i) as of the Trade Date and Effective for such Transaction and as of the date of any payment or delivery by Counterparty or Dealer hereunder (A) the fair value of the total assets of Counterparty are greater than the sum of the total liabilities (including contingent liabilities) and the capital (as defined in Section 154 and Section 244 of the General Corporation Law of the State of Delaware) of Counterparty, (B) the capital of Counterparty is adequate to conduct the business of Counterparty, and Counterparty's entry into such Transaction will not impair its capital, (C) Counterparty has the ability to pay its debts and obligations as such debts mature and does not intend to, and does not believe that it will, incur debt beyond its ability to pay as such debts mature and (D) Counterparty is not and will not be "insolvent" (as such term is defined under Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the "**Bankruptcy Code**"));

(j) it is not, and after giving effect to the transactions contemplated hereby will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(k) it: (i) is an "institutional account" as defined in FINRA Rule 4512(c); and (ii) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, and will exercise independent judgment in evaluating any recommendations of Dealer or its associated persons;

(l) it understands, agrees and acknowledges that no obligations of Dealer to it hereunder shall be entitled to the benefit of deposit insurance and that such obligations shall not be guaranteed by any affiliate of Dealer (subject to Section 8(b) below) or any governmental agency; and

(m) IT UNDERSTANDS THAT THE TRANSACTION IS SUBJECT TO COMPLEX RISKS WHICH MAY ARISE WITHOUT WARNING AND MAY AT TIMES BE VOLATILE AND THAT LOSSES MAY OCCUR QUICKLY AND IN UNANTICIPATED MAGNITUDE AND IS WILLING TO ACCEPT SUCH TERMS AND CONDITIONS AND ASSUME (FINANCIALLY AND OTHERWISE) SUCH RISKS.

(n) In connection with this Master Confirmation, any Supplemental Confirmation, the Registration Agreement, any Transaction hereunder and the other transactions contemplated hereunder and thereunder (the "**Relevant Transactions**"), Counterparty acknowledges that none of Dealer and/or its affiliates is advising Counterparty or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction (for the avoidance of doubt, notwithstanding any advisory relationship that Dealer and/or its affiliates may have, or may have had in the past, with Counterparty and/or its affiliates). Counterparty shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the Relevant Transactions, and none of Dealer and/or its affiliates shall have any responsibility or liability to Counterparty with respect thereto. Any review by the Dealer and/or its affiliates of Counterparty, the Relevant Transactions or other matters relating to the Relevant Transactions will be performed solely for the benefit of Dealer and/or its affiliates, as the case may be, and shall not be on behalf of Counterparty. Counterparty waives to the full extent permitted by applicable law any claims it may have against Dealer and/or its affiliates arising from an alleged breach of fiduciary duty in connection with the Relevant Transactions.

6. *Additional Covenants of Counterparty*.

(a) [Reserved.]

(b) Counterparty agrees that Counterparty shall not enter into or alter any hedging transaction relating to the Shares corresponding to or offsetting any Transaction. Counterparty acknowledges and agrees that it will not seek to, control or influence Dealer's decision to make any "purchases or sales" (within the meaning of Rule 10b5-1(c)(1)(i)(B)(3)) under or in connection with any Transaction, including, without limitation, Dealer's decision to enter into any hedging transactions.

(c) Counterparty acknowledges and agrees that any amendment, modification, waiver or termination of this Master Confirmation or any Supplemental Confirmation must be effected in accordance with the requirements for the amendment or termination of a "plan" as defined in Rule 10b5-1(c). Without limiting the generality of the foregoing, any such amendment, modification, waiver or termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5, and no such amendment, modification or waiver shall be made at any time at which Counterparty or any officer or director, of Counterparty is aware of any material non-public information regarding Counterparty or the Shares.

(d) Counterparty shall promptly provide notice to Dealer (in which notice Counterparty will be deemed to make the representation and warranty set forth in Section 5(f)(i) as of the date of such notice) promptly after (i) the occurrence of any Event of Default, or a Termination Event in respect of which Counterparty is a Defaulting Party or an Affected Party, as the case may be, and (ii) the making of any public announcement by Counterparty or its controlled affiliates of any event that, if consummated, would constitute an Extraordinary Event or Potential Adjustment Event.

(e) Neither Counterparty nor any of its "affiliated purchasers" (as defined by Rule 10b-18 under the Exchange Act ("**Rule 10b-18**")) shall take any action that would cause any purchases of Shares by Dealer or any of its Affiliates in connection with any True-up Share Settlement not to meet the requirements of the safe harbor provided by Rule 10b-18 if such purchases were made by Counterparty. Without limiting the generality of the foregoing, during any Unwind Period, except with the prior written consent of Dealer, Counterparty will not, and will cause its affiliated purchasers (as defined in Rule 10b-18) not to, directly or indirectly (including, without limitation, by means of a derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or announce or commence any tender offer relating to, any Shares (or equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable for the Shares.

(f) Counterparty will not take, or permit to be taken, any action to cause any "restricted period" (as such term is defined in Regulation M promulgated under the Exchange Act ("**Regulation M**")) to occur in respect of Shares or any security with respect to which the Shares are a "reference security" (as such term is defined in Regulation M) during any Unwind Period.

(g) During any Unwind Period, Counterparty shall: (i) prior to the opening of trading in the Shares on any day on which Counterparty makes, or expects to be made, any public announcement (as defined in Rule 165(f) under the Securities Act) of any Merger Transaction, notify Dealer of such public announcement; (ii) promptly notify Dealer following any such announcement that such announcement has been made; (iii) promptly (but in any event prior to the next opening of the regular trading session on the Exchange) provide Dealer with written notice specifying (A) Counterparty's average daily Rule 10b-18 Purchases (as defined in Rule 10b-18) during the three full calendar months immediately preceding the announcement date for the Merger Transaction that were not effected through Dealer or its affiliates and (B) the number of Shares purchased pursuant to the proviso in Rule 10b-18(b)(4) under the Exchange Act for the three full calendar months preceding such announcement date. Such written notice shall be deemed to be a certification by Counterparty to Dealer that such information is true and correct. In addition, Counterparty shall promptly notify Dealer of the earlier to occur of the completion of such transaction and the completion of the vote by target shareholders. Counterparty acknowledges that under the terms of this Master Confirmation, any such notice may result in a Regulatory Disruption or may affect the length of any ongoing Unwind Period; accordingly, Counterparty acknowledges that its delivery of such notice shall comply with the standards set forth in Section 6(c) above. "**Merger Transaction**" means any merger, acquisition or similar transaction involving a recapitalization with respect to the Counterparty and/or the Shares as contemplated by Rule 10b-18(a)(13)(iv) under the Exchange Act.

(h) Counterparty represents and warrants to, and agrees with, Dealer that at all times during the Relevant Period for any Transaction, Counterparty has not and will not, without the prior written consent of Dealer, (i) issue, offer, pledge, sell, contract to sell, sell any Shares, call option or other right or warrant to purchase, purchase any put option, lend, or otherwise transfer or dispose of, directly or indirectly, any Shares or any securities convertible into or exercisable or exchangeable for Shares, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Shares, whether any such transaction described in this clause (ii) is to be settled by delivery of Shares or such other securities, in cash or otherwise or (iii) enter into any derivatives transactions referencing the Shares or any securities convertible into Shares; *provided* that during the Valuation Period (v) any debt-for-equity exchanges, (w) any issuance and sale of Shares pursuant to any employee stock option plan, stock ownership plan or dividend reinvestment plan of the Counterparty in effect on the Trade Date of such Transaction, (x) the issuance of Shares pursuant to the transactions disclosed in our periodic reports on Form 8-K filed with the Securities and Exchange Commission (the "**SEC**") on December 22, 2025 and January 29, 2026, (y) any issuance of Shares issuable upon the conversion of (or in exchange for) securities or the exercise of warrants outstanding on the Trade Date of such Transaction, and (z) solely after May 9, 2026 (or such earlier time with Dealer's consent not to be unreasonably withheld), any customary "at-the-market" offering of Shares on an agency basis on behalf of the Company made by means of ordinary brokers' transactions on or through the NYSE or another market for our Class A common stock customarily included in the calculation of the ADTV of Shares, at market prices prevailing at the time of sale, shall in each case be permitted, subject to a condition that, with respect to any such debt-for-equity exchange involving a valuation or other price-setting period referencing our Class A common stock price or involving investors' hedging activity in the open market and any such "at-the-market" offering, the related selling activity in respect of the Shares, in aggregate on any Exchange Business Day, shall not exceed 10% of the ADTV of the Shares excluding elements of such daily traded volume that may be attributed to any block trade that occurs on such Exchange Business Day (and for the avoidance of doubt, any block trades shall not be permitted under clause (y) above). "**Relevant Period**" means, in respect of any Transaction, the Hedge Period (and for such purpose the Hedge Period shall be deemed to terminate on the Hedge Period Completion Date set forth in item (i) of the definition thereof), the Valuation Period and the Hedge Unwind Period (if any).

7. *Share Termination Alternative*. In the event that an Early Termination Date (whether as a result of an Event of Default or a Termination Event) occurs or is designated with respect to any Transaction (except as a result of a Merger Event in which the consideration or proceeds to be paid to all holders of Shares consists solely of cash), if either party would owe any amount to the other party pursuant to Section 6(d)(ii) of the Agreement, after giving effect to the Credit Support Annex for such Transaction (any such amount, a "**Payment Amount**"), then, in lieu of any payment of such Payment Amount, Counterparty may, no later than the Early Termination Date or the date on which such Transaction is terminated, elect to deliver or for Dealer to deliver, as the case may be, to the other party a number of Shares (or, in the case of a Merger Event, a number of units, each comprising the number or amount of the securities or property that each holder of one Share would receive in such Merger Event (each such unit, an "**Alternative Delivery Unit**" and, the securities or property comprising such unit, "**Alternative Delivery Property**")) with a value equal to the Payment Amount, as determined by the Calculation Agent in a good faith and commercially reasonable manner (and the parties agree that, in making such determination of value, the Calculation Agent may take into account a number of factors, including the market price of the Shares or Alternative Delivery Property on the date of early termination and, if such delivery is made by Dealer, the prices at which Dealer purchases, in a commercially reasonable manner, Shares or Alternative Delivery Property to fulfill its delivery obligations under this Section 7); *provided* that such price input must reflect the then prevailing market price of the Shares or Alternative Delivery Property, as the case may be; *provided further* that in determining the composition of any Alternative Delivery Unit, if the relevant Merger Event involves a choice of consideration to be received by all holders, each such holder shall be deemed to have elected to receive the maximum possible amount of cash; and *provided further* that Counterparty may make such election only if Counterparty represents and warrants to Dealer in writing on the date it notifies Dealer of such election that, as of such date, Counterparty is not aware of any material non-public information concerning the Shares and is making such election in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws.

8. *Additional Provisions*.

(a) Dealer acknowledges and agrees that this Master Confirmation or any Supplemental Confirmation is not intended to convey to Dealer rights with respect to the transactions contemplated hereby that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of Counterparty; provided that nothing herein shall limit or shall be deemed to limit Dealer's right to pursue remedies in the event of a breach by Counterparty of its obligations and agreements with respect to this Master Confirmation, any Supplemental Confirmation or the Agreement; provided further that nothing herein shall limit or shall be deemed to limit Dealer's rights in respect of any transaction other than any Transaction hereunder.

(b) [Reserved.]

(c) The parties hereto intend for:

(i) each Transaction to be a "securities contract" as defined in Section 741(7) of the Bankruptcy Code, and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(27), 362(o), 546(e), 546(j), 555 and 561 of the Bankruptcy Code;

(ii) the rights given to Dealer pursuant to Article 6 of the Agreement and Section 14 below to constitute "contractual rights" to cause the liquidation of a "securities contract" and to set off mutual debts and claims in connection with a "securities contract", as such terms are used in Sections 555 and 362(b)(6) of the Bankruptcy Code;

(iii) any cash, securities or other property provided as performance assurance, credit support or collateral with respect to the Transaction to constitute "margin payments" and "transfers" under a "securities contract" as defined in the Bankruptcy Code;

(iv) all payments for, under or in connection with each Transaction, all payments for Shares and the transfer of Shares to constitute "settlement payments" and "transfers" under a "securities contract" as defined in the Bankruptcy Code; and

(v) any or all obligations that either party has with respect to this Master Confirmation, any Supplemental Confirmation, the Credit Support Annex or the Agreement to constitute property held by or due from such party to margin, guaranty or settle obligations of the other party with respect to the transactions under the Agreement (including the Transaction) or any other agreement between such parties.

(d) Notwithstanding any other provision of the Agreement, this Master Confirmation, any Supplemental Confirmation or the Credit Support Annex, in no event will Counterparty be required to deliver in the aggregate in respect of the Settlement Date or other dates on which Shares are delivered in respect of any amount owed under this Master Confirmation a number of Shares greater than the Reserved Number of Shares (as set forth in the related Supplemental Confirmation) (as adjusted for stock splits and similar events) (the "**Capped Number**"). The Capped Number shall be subject to adjustment only on account of (x) Potential Adjustment Events of the type specified in (1) Sections 11.2(e)(i) through (vi) of the Equity Definitions or (2) Section 11.2(e)(vii) of the Equity Definitions so long as, in the case of this sub-clause (2), such event is within Counterparty's control, (y) Merger Events requiring corporate action of Counterparty (or any surviving entity of the Issuer hereunder in connection with any such Merger Event) and (z) Announcement Events that are not outside Counterparty's control. Counterparty represents and warrants to Dealer (which representation and warranty shall be deemed to be repeated on each day that any Transaction is outstanding) that the Capped Number is equal to or less than the number of authorized but unissued Shares that are not reserved for future issuance in connection with transactions in the Shares (other than a Transaction) on the date of the determination of the Capped Number (such Shares, the "**Available Shares**"). In the event Counterparty shall not have delivered the full number of Shares otherwise deliverable as a result of this Section 8(d) (the resulting deficit, the "**Deficit Shares**"), Counterparty shall be continually obligated to deliver Shares, from time to time until the full number of Deficit Shares have been delivered pursuant to this paragraph, when, and to the extent that, (A) Shares are repurchased, acquired or otherwise received by Counterparty or any of its subsidiaries after the Trade Date (whether or not in exchange for cash, fair value or any other consideration), (B) authorized and unissued Shares reserved for issuance in respect of other transactions prior to such date which prior to the relevant date become no longer so reserved and (C) Counterparty additionally authorizes any unissued Shares that are not reserved for other transactions (such events as set forth in clauses (A), (B) and (C) above, collectively, the "**Share Issuance Events**"). Counterparty shall promptly notify Dealer of the occurrence of any of the Share Issuance Events (including the number of Shares subject to clause (A), (B) or (C) and the corresponding number of Shares to be delivered) and, as promptly as reasonably practicable, shall deliver such Shares thereafter. Counterparty shall not, until Counterparty's Share delivery obligations under each Transaction have been satisfied in full, use any Shares that become available for potential delivery to Dealer as a result of any Share Issuance Event for the settlement or satisfaction of any transaction or obligation other than any Transaction or reserve any such Shares for future issuance for any purpose other than to satisfy Counterparty's obligations to Dealer under any Transaction.

(e) The parties intend for this Master Confirmation (including the Credit Support Annex and any related Supplemental Confirmation) to constitute a "Contract" as described in the letter dated October 6, 2003 submitted on behalf of Goldman, Sachs & Co. to Paula Dubberly of the staff of the Securities and Exchange Commission (the "**Staff**") to which the Staff responded in an interpretive letter dated October 9, 2003 (the "**Interpretive Letter**").

(f) [Reserved.]

9. *Amendments to the Equity Definitions*.

(a) Section 11.2(a) of the Equity Definitions is hereby amended by deleting the words "a diluting or concentrative effect on the theoretical value of the relevant Shares" and replacing them with the words "a material economic effect on the Shares or the relevant Transaction".

(b) The first sentence of Section 11.2(c) of the Equity Definitions, prior to clause (A) thereof, is hereby amended to read as follows: '(c) If "Calculation Agent Adjustment" is specified as the Method of Adjustment in the related Confirmation of a Share Option Transaction or Share Forward Transaction, then, following the announcement or occurrence of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a material economic effect on the Transaction and, if so, will (i) make appropriate adjustment(s), if any, to any one or more of:' and the portion of such sentence immediately preceding clause (ii) thereof is hereby amended by replacing the words "diluting or concentrative" with "material economic", and by deleting the parenthetical phrase "(provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share)" and replacing such phrase with the words "(including adjustments to account for changes in volatility, stock loan rate or liquidity relevant to the Shares or to the Transaction)".

(c) Section 11.2(e)(vii) of the Equity Definitions is hereby amended by deleting the words "diluting or concentrative effect on the theoretical value of the relevant Shares" and replacing them with the words "material economic effect on the Shares or the relevant Transaction; provided that such event is not based on (a) an observable market, other than the market for Counterparty's own stock or (b) an observable index, other than an index calculated measured solely by reference to the Counterparty's own operations".

(d) Each reference in Section 11.2 of the Equity Definitions to any diluting or concentrative effect of a Potential Adjustment Event on the Shares shall be deemed to refer instead to a material effect on the Shares or options on the Shares, and the reference therein to "the declaration by the Issuer of the terms of any Potential Adjustment Event" shall be replaced with "the announcement or occurrence of any Potential Adjustment Event". The proviso at the end of Section 11.2(c)(i) of the Equity Definitions shall be deemed to have been deleted.

10. *Beneficial Ownership*. Notwithstanding anything to the contrary in the Agreement, this Master Confirmation, any Supplemental Confirmation or the Credit Support Annex, in no event shall Dealer be entitled to receive, or be deemed to receive, Shares to the extent that, upon such receipt of such Shares, (i) the "beneficial ownership" (within the meaning of Section 13 of the Exchange Act and the rules promulgated thereunder) of Shares by Dealer, any of its affiliates' business units subject to aggregation with Dealer for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Dealer with respect to "beneficial ownership" of any Shares (collectively, "**GS Group**") would be equal to or greater than 9.0% of the outstanding Shares (an "**Excess Section 13 Ownership Position**"), or (ii) Dealer, GS Group or any person whose ownership position would be aggregated with that of Dealer or GS Group (Dealer, GS Group or any such person, a "**GS Person**") under any state or federal bank holding company or banking laws, rules or any federal, state or local laws, regulations or regulatory orders or any provisions of the organizational documents or contracts to which Counterparty or its affiliate is a party, in each case, applicable to ownership of Shares ("**Applicable Restrictions**"), would own, beneficially own, constructively own, control, hold the power to vote or otherwise meet a relevant definition of ownership in excess of a number of Shares equal to (x) the lesser of (A) the maximum number of Share that would be permitted under Applicable Restrictions and (B) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a GS Person under Applicable Restrictions and with respect to which such requirements have not been met or the relevant approval has not been received or that would give rise to any consequences under the constitutive documents of Counterparty or any contract or agreement to which Counterparty is a party, in each case minus (y) 1% of the number of Shares outstanding on the date of determination (such condition described in clause (i) or (ii) above, an "**Excess Ownership Position**"). If any delivery owed to Dealer hereunder is not made, in whole or in part, as a result of this provision, (i) Counterparty's obligation to make such delivery shall not be extinguished and Counterparty shall make such delivery as promptly as practicable after, but in no event later than one Exchange Business Day after, Dealer gives notice to Counterparty that such delivery would not result in an Excess Ownership Position and (ii) Dealer shall not be obligated to satisfy the portion of its payment obligation corresponding to any Shares required to be so delivered until the date Counterparty makes such delivery. Without limiting the generality of foregoing, if at any time at which an Excess Ownership Position exists, if Dealer, in its reasonable discretion, is unable to effect a transfer or assignment to a third party in accordance with the requirements set forth above after its commercially reasonable efforts on pricing and terms and within a time period reasonably acceptable to Dealer such that an Excess Ownership Position no longer exists, Dealer may designate any Exchange Business Day as an Early Termination Date with respect to a portion (the "**Terminated Portion**") of each Transaction, such that an Excess Ownership Position no longer exists following such partial termination. In the event that Dealer so designates an Early Termination Date with respect to a portion of such Transaction, a payment or delivery shall be made pursuant to Section 6 of the Agreement and Section 16 of this Master Confirmation as if (i) an Early Termination Date had been designated in respect of such Transaction having terms identical to the Terminated Portion of such Transaction, (ii) Counterparty were the sole Affected Party with respect to such partial termination, (iii) such portion of such Transaction were the only Terminated Transaction and (iv) Dealer were the party entitled to designate an Early Termination Date pursuant to Section 6(b) of the Agreement and to determine the amount payable pursuant to Section 6(e) of the Agreement.

11. *Non-Confidentiality*. The parties hereby agree that (i) effective from the date of commencement of discussions concerning each Transaction, Counterparty and each of its employees, representatives, or other agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of such Transaction and all materials of any kind, including opinions or other tax analyses, provided by Dealer and its affiliates to Counterparty relating to such tax treatment and tax structure and (ii) Dealer does not assert any claim of proprietary ownership in respect of any description contained herein or therein relating to the use of any entities, plans or arrangements to give rise to a particular United States federal income tax treatment for Counterparty.

12. *Use of Shares*. Except to the extent that Dealer's obligation to deliver the Return Amount (as defined in the Credit Support Annex) pursuant to the Credit Support Annex has been discharged pursuant to Section 14(b) below, Dealer acknowledges and agrees that Dealer (or its agents or affiliates, as applicable) shall use any Shares delivered by Counterparty to Dealer on the Settlement Date to settle sales executed under the prospectus supplement in respect of the public offering of Shares pursuant to the Registration Agreement or in a manner that Dealer otherwise believes in good faith and based on the advice of counsel to be in compliance with the Interpretive Letter and applicable securities law.

13. *Restricted Shares*. If Counterparty is unable to comply with the covenant of Counterparty contained in Section 6(a) above or Dealer otherwise determines in its reasonable opinion, based on advice of counsel, that any Shares to be delivered to Dealer by Counterparty in respect of any Transaction may not be freely returned by Dealer to securities lenders as described in Section 6(a) above (including, without limitation, a change in law or a change in the policy of the SEC or the Staff or because Dealer does not have an open Share borrowing of a sufficient number of Shares), then delivery of any such Settlement Shares (the "**Unregistered Settlement Shares**") shall be effected pursuant to Annex A hereto, unless waived by Dealer.

14. *No Collateral; Netting; Setoff*:

(a) Notwithstanding any provision of this Master Confirmation, any Supplemental Confirmation, the Credit Support Annex, the Agreement or any other agreement between the parties to the contrary, the obligations of Counterparty and Dealer hereunder are not secured by any collateral.

(b) If on any date any Shares would otherwise be deliverable under any Transaction by Counterparty to Dealer and by Dealer to Counterparty under the Credit Support Annex entered into on the Trade Date of such Transaction (except pursuant to Section 7 above), then, on such date, each party's obligations to make delivery of such Shares will be automatically satisfied and discharged and, if the aggregate number of Shares that would otherwise have been deliverable by one party exceeds the aggregate number of Shares that would have otherwise been deliverable by the other party, replaced by an obligation upon the party by whom the larger aggregate number of Shares would have been deliverable to deliver to the other party the excess of the larger aggregate number over the smaller aggregate number.

(c) This Section 14 shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

15. *Additional Termination Event(s)*. Notwithstanding anything to the contrary in the Equity Definitions, if, as a result of an Extraordinary Event, any Transaction would be cancelled or terminated (whether in whole or in part) pursuant to Article 12 of the Equity Definitions, an Additional Termination Event (with such Transaction and the Credit Support Annex entered into on the Trade Date of such Transaction (or portions of each) being the Affected Transaction(s) and Counterparty being the sole Affected Party) shall be deemed to occur, and, in lieu of Sections 12.7, 12.8 and 12.9 of the Equity Definitions, Section 6 of the Agreement shall apply to such Affected Transaction(s).

16. *Calculations and Payment Date upon Early Termination*. The parties acknowledge and agree that in calculating the Close-out Amount in accordance with and pursuant to Section 6 of the Agreement (including as a result of the application of Section 15 hereunder), Dealer may, in its good faith, commercially reasonable judgment, determine such amount with Share price inputs determined on the basis of a good faith, arm's-length, commercially reasonable (including, without limitation, with regard to reasonable legal and regulatory guidelines) "risk bid" and/or "private placement" discount and/or commercially reasonable "volume weighted" valuations, in each case provided that such discounts and/or valuations are generally applicable in similar situations and applied to similar transactions in a non-discriminatory manner.

17. *Staggered Settlement*. Notwithstanding anything to the contrary herein, Dealer may, by prior notice to Counterparty, satisfy its obligation to deliver any Shares or other securities on any date due (an "**Original Delivery Date**") by making separate deliveries of Shares or such securities, as the case may be, at more than one time on or prior to such Original Delivery Date, so long as the aggregate number of Shares and other securities so delivered on or prior to such Original Delivery Date is equal to the number required to be delivered on such Original Delivery Date.

18. *Right to Extend*. Dealer may postpone, in whole or in part, any Valuation Date or any other date of valuation or delivery (in which event the Calculation Agent shall make appropriate adjustments to the Number of Shares) if Dealer determines that such extension is reasonably necessary or appropriate to (i) in Dealer's commercially reasonable judgment, preserve Dealer's hedging or hedge unwind activity hereunder in light of existing liquidity conditions or (ii) based on the advice of counsel, enable Dealer to effect transactions with respect to Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that is in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer.

19. *Contracts (Rights of Third Parties) Act 1999*. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement, this Master Confirmation or any Supplemental Confirmation and no rights or benefits expressly or impliedly conferred by the Agreement, this Master Confirmation or any Supplemental Confirmation shall be enforceable under that Act against the Parties by any other person. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. All the covenants and agreements herein contained by or on behalf of Counterparty and Dealer shall bind, and inure to the benefit of, their respective successors and assigns whether so expressed or not. For the avoidance of doubt, this Section 19 shall form part of the Agreement.

20. *Waiver of Rights*. Any provision of the Agreement, this Master Confirmation and any Supplemental Confirmation (and the related "Pricing Supplement") may be waived if, and only if, such waiver is in writing and signed by the party against whom the waiver is to be effective.

21. *GOVERNING LAW AND JURISDICTION*.

(a) SECTION 13(a) OF THE AGREEMENT IS DELETED AND REPLACED WITH THE FOLLOWING: THIS AGREEMENT AND ANY NONCONTRACTUAL OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ENGLISH LAW.

(b) SECTION 13(b) OF THE AGREEMENT IS DELETED AND REPLACED WITH THE FOLLOWING: WITH RESPECT TO ANY DISPUTE, CLAIM, DIFFERENCE OR CONTROVERSY ARISING OUT OF, RELATING TO OR HAVING ANY CONNECTION WITH THIS AGREEMENT, INCLUDING ANY DISPUTE AS TO ITS EXISTENCE, VALIDITY, INTERPRETATION, PERFORMANCE, BREACH OR TERMINATION OR THE CONSEQUENCES OF ITS NULLITY AND ANY DISPUTE RELATING TO ANY NON-CONTRACTUAL OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH IT ("**PROCEEDINGS**"), EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS; AND WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDINGS BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT SUCH PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDINGS, THAT SUCH COURT DOES NOT HAVE ANY JURISDICTION OVER SUCH PARTY.

22. *Process Agent*. Counterparty irrevocably appoints AMC UK Holding Limited (with address: 8th Floor, 1 Stephen Street London W1T 1AT United Kingdom) as its Process Agent in England. Counterparty agrees that the process by which any proceedings are commenced in England pursuant to Section 13(b) (Jurisdiction) may be served on it by being delivered to its process agent to the address mentioned above or, if different, to Counterparty's process agent's registered office in England for the time being. Such service shall be deemed completed and effective on delivery to such process agent (whether or not it is forwarded to and received by Counterparty). If such person is not or ceases to be effectively appointed to accept service of process on behalf of Counterparty, Counterparty shall, on Dealer's written demand, appoint a further person in England to accept service of process on Counterparty's behalf and, failing such appointment within 14 days, Dealer shall be entitled to appoint such a person (at Counterparty's expense) by written notice to Counterparty. Nothing in this provision shall affect Dealer's right to serve process in any other manner permitted by law.

23. *Counterparts*. This Master Confirmation and any Supplemental Confirmation may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Master Confirmation and any Supplemental Confirmation by signing and delivering one or more counterparts.

24. *Taxes*.

(i) For the purpose of Section 3(f) of the Agreement, Dealer makes the following representations: it is a disregarded entity for U.S. federal income tax purposes, and is wholly owned by a corporation that is organized under the laws of the United Kingdom.

(ii) For the purpose of Section 3(f) of the Agreement, Counterparty makes the following representations: (1) it is a "U.S. person" (as that term is used in Section 1.1441-4(a)(3)(ii) of the Treasury Regulations) for U.S. federal income tax purposes and (2) it is a corporation for U.S. federal income tax purposes, it is organized under the laws of the State of Delaware, and it is an exempt recipient under Treasury Regulations Section 1.6049-4(c)(1)(ii).

(iii) For the purpose of Sections 4(a)(i) and (ii) of the Agreement, Dealer agrees to deliver to Counterparty one (1) duly executed and completed United States Internal Revenue Service Form W-8IMY (or successor thereto) upon execution of this Master Confirmation and shall provide a new form promptly upon (i) reasonable request of Counterparty or (ii) learning that any form previously provided has become obsolete or incorrect. For the purpose of Sections 4(a)(i) and (ii) of the Agreement, Counterparty agrees to deliver to Dealer one (1) duly executed and completed United States Internal Revenue Service Form W-9 (or successor thereto) upon execution of this Master Confirmation and shall provide a new form promptly upon (i) reasonable request of Dealer or (ii) learning that any form previously provided has become obsolete or incorrect.

(iv) "Indemnifiable Tax" as defined in Section 14 of this Agreement shall not include any withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the United States Internal Revenue Code (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "**FATCA Withholding Tax**"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of the Agreement.

(v) To the extent that either party to the Agreement with respect to any Transaction is not an adhering party to the ISDA 2015 Section 871(m) Protocol published by the ISDA on November 2, 2015 and available at www.isda.org, as may be amended, supplemented, replaced or superseded from time to time (the "**871(m) Protocol**"), the parties agree that the provisions and amendments contained in the Attachment to the 871(m) Protocol are incorporated into and apply to the Agreement with respect to each Transaction as if set forth in full herein. The parties further agree that, solely for purposes of applying such provisions and amendments to the Agreement with respect to each Transaction, references to "each Covered Master Agreement" in the 871(m) Protocol will be deemed to be references to the Agreement with respect to such Transaction, and references to the "Implementation Date" in the 871(m) Protocol will be deemed to be references to the Trade Date of such Transaction. For greater certainty, if there is any inconsistency between this provision and the provisions contained in any other agreement between the parties with respect to such Transaction, this provision shall prevail unless such other agreement expressly overrides the provisions of the Attachment to the 871(m) Protocol.

25. *ISDA 2020 UK EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol*. Both parties agree that the amendments set out in Parts I to III of the attachment to the ISDA 2020 UK EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol published by ISDA on 17 December 2020 and available on the ISDA website (www.isda.org) (the "**UK PDD Protocol**") shall be incorporated as if set out in full in the Agreement, but with the following amendments: (i) the definition of "Adherence Letter" shall be deemed to be deleted and references to "Adherence Letter" shall be deemed to be to the Agreement (and references to "such party's Adherence Letter" and "its Adherence Letter" shall be read accordingly), (ii) references to "adheres to the Protocol" shall be deemed to be "enters into this Master Confirmation", (iii) references to "Protocol Covered Agreement" shall be deemed to be references to the Agreement (and each "Protocol Covered Agreement" shall be read accordingly), and (iv) references to "Implementation Date" shall be deemed to be references to the date of this Master Confirmation.

For the purposes of this paragraph:

(i) Portfolio reconciliation process status. Each party confirms its status as follows:

Dealer: Portfolio Data Sending Entity

Counterparty: Portfolio Data Receiving Entity

(ii) Local Business Days. Each party specifies the following place(s) for the purposes of the definition of Local Business Day as it applies to it:

Dealer: New York, New York, USA

Counterparty: New York, New York, USA

(iii) Use of an agent and third party service provider. For the purposes of Part I(3) of the UK PDD Protocol:

Dealer: Without prejudice to Part I(3)(a) of the UK PDD 2013 protocol, Dealer appoints Goldman Sachs Services Private Limited, Goldman Sachs & Co. LLC and Goldman Sachs (Singapore) Pte to each act as its agent.

26. *Crisis Prevention Measure*. Each party agrees that, with respect to the Agreement between them, if a:

(i) Crisis Prevention Measure;

(ii) Crisis Management Measure; or

(iii) Recognised Third-country Resolution Action

is taken in relation to Dealer or any member of the same Group as Dealer, the other party shall be entitled to exercise a Termination Right under, or rights to enforce a Security Interest in connection with the Agreement, to the extent that it would be entitled to do so under the Special Resolution Regime if the Agreement was governed by the laws of any part of the United Kingdom.

For the purposes of this clause, Section 48Z of the U.K. Banking Act 2009, as amended from time to time, is to be disregarded to the extent that it relates to a Crisis Prevention Measure other than the making of a "mandatory reduction instrument" by the Bank of England under section 6B of the U.K. Banking Act 2009, as amended from time to time.

Where:

"**Crisis Prevention Measure**", "**Crisis Management Measure**", "**Group**", "**Recognised Third-country Resolution Action**", "**Security Interest**", "**Special Resolution Regime**" and "**Termination Right**" have the meaning given to them in or pursuant to the PRA Rule.

"**PRA Rule**" means the Stay in Resolution Part of the PRA Rulebook promulgated by the United Kingdom Prudential Regulation Authority, as amended from time to time.

27. *ISDA 2013 EMIR Non-Financial Counterparty (NFC) Representation*. Counterparty represents to GS that it is a non-financial counterparty under Article 2(9) of UK EMIR that does not meet the conditions set out in the second subparagraph of Article 10(1) of UK EMIR. In this paragraph, "**UK EMIR**" means Regulation (EU) No 648/2012 (as amended and/or supplemented prior to 1 January 2021, including, for the avoidance of doubt, by Regulation (EU) 2019/834 of the European Parliament and of the Council of 20 May 2019) as assimilated into domestic law of the United Kingdom by virtue of the Retained EU Law (Revocation and Reform) Act 2023.

28. *Recognition of the UK Bail-in Power*.

(i) Dealer and Counterparty each acknowledge and accept that liabilities arising under the Agreement (other than Excluded Liabilities) may be subject to the exercise of the UK Bail-in Power by the relevant resolution authority and acknowledges and accepts to be bound by any Bail-in Action and the effects thereof (including any variation, modification and/or amendment to the terms of the Agreement as may be necessary to give effect to any such Bail-in Action), which if the Bail-in Termination Amount is payable by Dealer to Counterparty may include, without limitation:

(A) a reduction, in full or in part, of the Bail-in Termination Amount; and/or

(B) a conversion of all, or a portion of, the Bail-in Termination Amount into shares or other instruments of ownership, in which case Counterparty acknowledges and accepts that any such shares or other instruments of ownership may be issued to or conferred upon it as a result of the Bail-in Action.

(ii) Dealer and Counterparty each acknowledge and accept that this provision is exhaustive on the matters described herein to the exclusion of any other agreements, arrangements or understanding between the parties relating to the subject matter of the Agreement and that no further notice shall be required between the parties pursuant to the Agreement in to order to give effect to the matters described herein.

(iii) Dealer and Counterparty each acknowledge and accept that the acknowledgements and acceptances contained in paragraphs (i) and (ii) above will not apply if:

(A) the relevant resolution authority determines that the liabilities arising under the Agreement may be subject to the exercise of the UK Bail-in Power pursuant to the law of the third country governing such liabilities or a binding agreement concluded with such third country and in either case the UK Regulations have been amended to reflect such determination; and/or

(B) the UK Regulations have been repealed or amended in such a way as to remove the requirement for the acknowledgements and acceptances contained in paragraphs (i) and (ii).

Where:

"**Bail-in Action**" means the exercise of any UK Bail-in Power by the relevant resolution authority in respect of all transactions (or all transactions relating to one or more netting sets, as applicable) under the Agreement.

"**Bail-in Termination Amount**" means the early termination amount or early termination amounts (howsoever described), together with any accrued but unpaid interest thereon, in respect of all transactions (or all transactions relating to one or more netting sets, as applicable) under the Agreement (before, for the avoidance of doubt, any such amount is written down or converted by the relevant resolution authority).

"**Excluded Liabilities**" means liabilities excluded from the scope of the contractual recognition of bail-in requirement pursuant to the UK Regulations.

"**UK Bail-in Power**" means any write-down or conversion power existing from time to time (including, without limitation, any power to amend or alter the maturity of eligible liabilities of an institution under resolution or amend the amount of interest payable under such eligible liabilities or the date on which interest becomes payable, including by suspending payment for a temporary period) under, and exercised in compliance with, any laws, regulations, rules or requirements (together, the "**UK Regulations**") in effect in the United Kingdom, including but not limited to, the Banking Act 2009 as amended from time to time, and the instruments, rules and standards created thereunder, pursuant to which the obligations of a regulated entity (or other affiliate of a regulated entity) can be reduced (including to zero), cancelled or converted into shares, other securities, or other obligations of such regulated entity or any other person.

A reference to a "**regulated entity**" is to any BRRD Undertaking as such term is defined under the PRA Rulebook promulgated by the United Kingdom Prudential Regulation Authority or to any person falling within IFPRU 11.6, of the FCA Handbook promulgated by the United Kingdom Financial Conduct Authority, both as amended from time to time, which includes, certain credit institutions, investment firms, and certain of their parent or holding companies.

29. *U.S. Resolution Stay Provisions*.

(a) Recognition of the U.S. Special Resolution Regimes.

(i) In the event that Dealer becomes subject to a proceeding under (1) the Federal Deposit Insurance Act and the regulations promulgated thereunder or (2) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder (a "**U.S. Special Resolution Regime**") the transfer from Dealer of the Agreement or any Transaction, and any interest and obligation in or under, and any property securing, the Agreement or this Master Confirmation, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Agreement or this Master Confirmation, and any interest and obligation in or under, and any property securing, the Agreement or this Master Confirmation were governed by the laws of the United States or a state of the United States.

(ii) In the event that Dealer or an Affiliate becomes subject to a proceeding under a U.S. Special Resolution Regime, any Default Rights (as defined in 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable ("**Default Right**")) under the Agreement or this Master Confirmation that may be exercised against Dealer are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Agreement or this Master Confirmation were governed by the laws of the United States or a state of the United States.

(b) Limitation on Exercise of Certain Default Rights Related to an Affiliate's Entry Into Insolvency Proceedings. Notwithstanding anything to the contrary in the Agreement or this Master Confirmation, Dealer and Counterparty expressly acknowledge and agree that:

(i) Counterparty shall not be permitted to exercise any Default Right with respect to the Agreement or this Master Confirmation or any Affiliate Credit Enhancement that is related, directly or indirectly, to an Affiliate of Dealer becoming subject to receivership, insolvency, liquidation, resolution, or similar proceeding (an "**Insolvency Proceeding**"), except to the extent that the exercise of such Default Right would be permitted under the provisions of 12 C.F.R. 252.84, 12 C.F.R. 47.5 or 12 C.F.R. 382.4, as applicable; and

(ii) Nothing in the Agreement or this Master Confirmation shall prohibit the transfer of any Affiliate Credit Enhancement, any interest or obligation in or under such Affiliate Credit Enhancement, or any property securing such Affiliate Credit Enhancement, to a transferee upon or following an Affiliate of Dealer becoming subject to an Insolvency Proceeding, unless the transfer would result in Counterparty being the beneficiary of such Affiliate Credit Enhancement in violation of any law applicable to the Counterparty.

(c) U.S. Protocol. If Counterparty has previously adhered to, or subsequently adheres to, the ISDA 2018 U.S. Resolution Stay Protocol as published by the International Swaps and Derivatives Association, Inc. as of July 31, 2018 (the "**ISDA U.S. Protocol**"), the terms of such protocol shall be incorporated into and form a part of the Agreement or this Transaction and the terms of the ISDA U.S. Protocol shall supersede and replace the terms of the Agreement or this Master Confirmation. For purposes of incorporating the ISDA U.S. Protocol, Dealer shall be deemed to be a Regulated Entity, Counterparty shall be deemed to be an Adhering Party, and the Agreement or this Master Confirmation shall be deemed to be a Protocol Covered Agreement. Capitalized terms used but not defined in this paragraph shall have the meanings given to them in the ISDA U.S. Protocol.

(d) Preexisting In-Scope Agreements. Dealer and Counterparty agree that, to the extent there are any outstanding "in-scope QFCs," as defined in 12 C.F.R. § 252.82(d), that are not excluded under 12 C.F.R. § 252.88, between Dealer and Counterparty that do not otherwise comply with the requirements of 12 C.F.R. § 252.2, 252.81–8 (each such agreement, a "**Preexisting In-Scope Agreement**"), then each such Preexisting In-Scope Agreement is hereby amended to include the foregoing provisions in the Agreement, with references to "the Agreement or this Master Confirmation" being understood to be references to the applicable Preexisting In-Scope Agreement.

30. *Designation by Dealer*. Notwithstanding any other provision in this Master Confirmation, any Supplemental Confirmation or the Credit Support Annex to the contrary requiring or allowing Dealer to sell or deliver any Shares or other securities to Counterparty, Dealer may designate any of its affiliates to sell or deliver such shares or other securities and otherwise to perform Dealer's obligations in respect of any Transaction hereunder and any such designee may assume such obligations. Dealer shall be discharged of its obligations to Counterparty to the extent of any such performance.

31. *Additional Provisions*.

(i) Counterparty understands and agrees that, as a broker-dealer registered with the SEC, GS&Co., as agent of Dealer and Counterparty, will be responsible for (a) effecting the Transaction entered into by Dealer and Counterparty hereunder, (b) issuing all required confirmations and statements to Dealer and Counterparty, (c) maintaining books and records relating to the Transaction entered into hereunder as required by SEC regulations and (d) receiving, delivering and safeguarding Counterparty's funds and any securities in connection with the Transaction entered into hereunder, in compliance with SEC regulations.

(ii) Counterparty understands and agrees that GS&Co. is acting solely in its capacity as agent for Counterparty and Dealer pursuant to instructions from Counterparty and Dealer. GS&Co. shall have no responsibility or personal liability to either party arising from any failure by either party to pay or perform any obligation under this Transaction. Each party agrees to proceed solely against the other to collect or recover any amount owing to it or enforce any of its rights in connection with or as a result of this Transaction.

(iii) Notwithstanding the above, for purposes of applicable rules of The Prudential Regulation Authority and the Financial Conduct Authority, Dealer shall treat GS&Co. alone as its customer. As a consequence, most of the customer protections available under such rules will not be available to Counterparty.

(iv) Notwithstanding any provisions of the Agreement, all communications relating to the Transaction or the Agreement shall be transmitted exclusively through GS&Co. at 200 West Street, New York, New York 10282-2198.

Please confirm that the foregoing correctly sets forth the terms of the agreement between Dealer and Counterparty with respect to the Transaction to which this Master Confirmation relates, by executing one original copy of this Master Confirmation and returning such copy to Dealer and retaining the other original copy bearing the signature of Dealer for your records.

Yours faithfully,

GOLDMAN SACHS INTERNATIONAL

By: /s/ David Sprake
Name: David Sprake
Title: Managing Director

[*Signature Page to Master Confirmation*]

Agreed and accepted by:

AMC ENTERTAINMENT HOLDINGS, INC.

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

ANNEX A

PRIVATE PLACEMENT PROCEDURES

If Counterparty delivers Unregistered Settlement Shares pursuant to Section 12 above (a "**Private Placement Settlement**"), then:

(a) all Unregistered Settlement Shares shall be delivered to Dealer (or any affiliate of Dealer designated by Dealer) pursuant to the exemption from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof;

(b) as of or prior to the date of delivery, Dealer and any potential purchaser of any such shares from Dealer (or any affiliate of Dealer designated by Dealer) identified by Dealer shall be afforded a commercially reasonable opportunity to conduct a due diligence investigation with respect to Counterparty customary in scope for private placements of equity securities of issuers comparable to Counterparty (including, without limitation, the right to have made available to them for inspection all financial and other records, pertinent corporate documents and other information reasonably requested by them);

(c) as of the date of delivery, Counterparty shall enter into an agreement (a "**Private Placement Agreement**") with Dealer. (or any affiliate of Dealer designated by Dealer) in connection with the private placement of such shares by Counterparty to Dealer (or any such affiliate) and the private resale of such shares by Dealer (or any such affiliate), substantially similar to private placement purchase agreements customary for private placements of equity securities for companies of similar size in a similar industry, in form and substance commercially reasonably satisfactory to Dealer, which Private Placement Agreement shall include, without limitation, provisions substantially similar to those contained in such private placement purchase agreements relating, without limitation, to the indemnification of, and contribution in connection with the liability of, Dealer and its affiliates and the provision of customary opinions (provided that the private placement agreement shall only require that the Counterparty use commercially reasonable efforts to provide customary opinions, accountants' comfort letters, and lawyers' negative assurance letters), and shall provide for the payment by Counterparty of all reasonable fees and expenses in connection with such resale, including all reasonable fees and expenses of counsel for Dealer, and shall contain representations, warranties, covenants and agreements of Counterparty reasonably necessary or advisable to establish and maintain the availability of an exemption from the registration requirements of the Securities Act for such resales; and

(d) in connection with the private placement of such shares by Counterparty to Dealer (or any such affiliate) and the private resale of such shares by Dealer (or any such affiliate), Counterparty shall, if so requested by Dealer, prepare, in cooperation with Dealer, a private placement memorandum in form and substance reasonably satisfactory to Dealer.

In connection with the foregoing, Dealer acknowledges and agrees that a Private Placement Agreement and private placement memorandum substantially similar to the Registration Agreement and prospectus used in connection with the public offering of Shares for companies of similar size in a similar industry pursuant thereto (with such modifications thereto as are reasonably satisfactory to Dealer taking into account the exempt resale of the Unregistered Settlement Shares, then-current facts and circumstances and such other factors as Dealer determines appropriate in good faith and its reasonable discretion, including with respect to any legal, regulatory or self-regulatory requirements or related policies and procedures generally applicable in similar situations and applied in a non-discriminatory manner (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by Dealer)), respectively, shall satisfy the documentation requirements set forth in clauses (c) and (d) above.

In the case of a Private Placement Settlement, Dealer shall, in its good faith discretion, adjust the amount of Unregistered Settlement Shares to be delivered to Dealer hereunder in a commercially reasonable manner to reflect the fact that such Unregistered Settlement Shares may not be freely returned to securities lenders by Dealer and may only be saleable by Dealer at a discount to reflect the lack of liquidity in Unregistered Settlement Shares.

If Counterparty delivers any Unregistered Settlement Shares in respect of the Transaction, Counterparty agrees that (i) such Shares may be transferred by and among Dealer and its affiliates and (ii) after the minimum "holding period" within the meaning of Rule 144(d) under the Securities Act has elapsed after the applicable Settlement Date, Counterparty shall promptly remove, or cause the transfer agent for the Shares to remove, any legends referring to any transfer restrictions from such Shares upon delivery by Dealer (or such affiliate of Dealer) to Counterparty or such transfer agent of seller's and broker's representation letters customarily delivered by Dealer or its affiliates in connection with resales of restricted securities pursuant to Rule 144 under the Securities Act, each without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Dealer (or such affiliate of Dealer).

ANNEX B

FORM OF SUPPLEMENTAL CONFIRMATION

Date: [ ], 20[ ]

To: AMC Entertainment Holdings,Inc.
One AMC Way
11500 Ash Street, Leawood, KS, 66211

From: Goldman Sachs International
Plumtree Court, 25 Shoe Lane
London EC4A 4AU

Re: Prepaid Variable Price Share Forward Transaction

Ladies and Gentlemen:

The purpose of this Supplemental Confirmation is to confirm the terms and conditions of the Transaction entered into between Goldman Sachs International ("**Dealer**") and AMC Entertainment Holdings, Inc. ("**Counterparty**") on the Trade Date specified below. This Supplemental Confirmation is a binding contract between Dealer and Counterparty as of the relevant Trade Date for the Transaction referenced below.

1. This Supplemental Confirmation supplements, forms part of, and is subject to the Master Confirmation regarding Share Forward Transactions, dated February 9, 2026, between Dealer and Counterparty (as amended, modified or supplemented from time to time, the "**Master Confirmation**"). All provisions contained in the Agreement (as modified and as defined in the Master Confirmation, including the Credit Support Annex referenced therein) shall govern this Supplemental Confirmation and the Transaction contemplated hereunder, except as expressly modified below, and capitalized terms used but not defined herein shall have the meanings specified in the Master Confirmation.

2. The terms of the Transaction to which this Supplemental Confirmation relates are as follows:

Trade Date:	[ ]
Effective Date:	[ ]
Number of Shares:	Initially, [ ], subject to adjustment as provided herein. The final Number of Shares (after giving effect to such adjustments) for a Transaction shall be set forth in the Pricing Supplement for a Transaction, which shall be equal to the sum of the Component Number of Shares in respect of all Components of the Transaction.
Components:	The Transaction will consist of the daily Components in respect of each Exchange Business Day during the Hedge Period.
Component Number of Shares:	In respect of each Component, the number of Shares that Dealer (or its agent or affiliate) will have introduced into the public market in connection with establishing Dealer's initial Hedge Positions in respect of such Component, subject to "Trading parameters" below.

Trading Parameters	On any Exchange Business Day Counterparty may request in writing by 8:30 AM New York Time (a "**Parameters Request**") that GS establish its initial Hedge Positions on such Exchange Business Day for the related Component taking into account Counterparty's desired trading parameters submitted with the Parameters Request (the "**Trading Parameters**") (including, without limitation, a minimum price (the "**Minimum Price**")). Counterparty and Dealer agree that, notwithstanding anything to the contrary herein or in the Registration Agreement: 1. Dealer (or its agent or affiliate) shall use good faith efforts to make sales in connection with establishment of Dealer's initial Hedge Position in respect of such Component in accordance with the Trading Parameters; *provided* that such good faith efforts shall be subject in all respects to compliance with Dealer's and its affiliates' internal policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by Dealer or such affiliates), and only to the extent fulfilling such Parameter Request would not have an adverse impact on any other hedging activities undertaken by Dealer or its affiliates in connection with this Transaction or any other Transaction under the Master Confirmation (including taking into account the relevant liquidity, market and trading conditions). 2. With respect to the Minimum Price, Dealer (or its agent or affiliate) will use commercially reasonable efforts to not sell any "Hedge Shares" (as defined in the Registration Agreement) below the Minimum Price. 3. If no Parameters Request is received by Dealer by 8:30 A.M. New York Time, Dealer shall not establish any Hedge Positions on such Exchange Business Day. 4. Each designation of any Component by Counterparty in a Parameters Request or any change in the Trading Parameters for such Component by Counterparty shall be deemed to be an affirmation to the Dealer (in its capacity as "Forward Counterparty" under the Registration Agreement) and the "Forward Seller" (as defined in the Registration Agreement) that (x) the representation in Section 5(f)(i) of the Master Confirmation and (y) the representations and warranties of Counterparty contained in or made pursuant to the Registration Agreement, in each case, are true and correct as of the date of such designation as though made at and as of such date, and an undertaking that such representations and warranties will be true and correct as of the "Forward Settlement Date" (as defined in the Registration Agreement) relating to such as though made at and as of such date (except that such representations and warranties shall be deemed to relate to the "Registration Statement" and the "Prospectus" (in each case, as defined in the Registration Agreement) as amended and supplemented relating to such Hedge Shares). 5. Other than as explicitly set forth above, Dealer (or its agent or affiliate) shall have the sole discretion in conducting its hedging activities in connection with establishing its initial Hedge Position of the Transaction.
Forward Floor Percentage:	As set forth in Exhibit 1 to this Supplemental Confirmation.

Forward Cap Percentage:	As set forth in Exhibit 1 to this Supplemental Confirmation.
Hedge Period:	For the Transaction, the period commencing on, and including, the Hedge Period Commencement Date and ending on, and including, the Hedge Period Completion Date, during which Dealer (or its agent or affiliate) establishes its initial Hedge Positions for such Transactions, subject to the Trading Parameters; *provided* that the Counterparty acknowledges and agrees that Dealer or its agent or affiliate will be establishing its initial Hedge Positions pursuant to the Registration Agreement and subject to terms and conditions thereunder. Counterparty acknowledges and agrees that Dealer may suspend establishing its initial Hedge Positions in respect of the Transaction during the Hedge Period (a) in order to comply with the Trading Parameters, (b) while a Regulatory Disruption has occurred and is continuing and (c) pursuant to any other applicable conditions set forth herein and/or the Registration Agreement. Promptly following the Hedge Period Completion Date for the Transaction, Dealer shall deliver the Pricing Supplement to Counterparty. Notwithstanding anything to the contrary in this Master Confirmation or the Definitions, if (x) the prospectus contemplated in the Registration Agreement ceases to satisfy the requirements of the Registration Agreement (it being understood that availability of such prospectus as contemplated by the Registration Agreement has been assumed by Dealer for purposes of establishing its commercially reasonable initial Hedge Position) or (y) the Hedge Period Completion Date occurs, in each case, prior to completion by Dealer (or its agent or affiliate) of the establishment of establishing Dealer's commercially reasonable initial Hedge Position with respect to the full Number of Shares for the Transaction (for any reason including, without limitation, any lack of liquidity in the Shares, compliance with the Trading Parameters for any Component, occurrence of the Hedge Period Completion Date due to an event set forth in clause (i) or (ii) of the definition thereof or any failure of the prospectus supplement contemplated by the Registration Agreement to be available), Dealer shall reduce the Number of Shares in respect of the Transaction to reflect the extent to which Dealer (or its agent or affiliate) has established Dealer's initial Hedge Position in respect of such Transaction on or prior to such Hedge Period Completion Date, and in such event, the Calculation Agent may make any other commercially reasonable adjustments to the terms of such Transaction as appropriate to preserve the fair value of such Transaction. If the offering of the "Hedge Shares" (as defined in the Registration Agreement) relating to a Transaction is suspended prior to the completion by Dealer (or its agent or affiliate) of the establishment of Dealer's initial Hedge Position with respect to the Number of Shares for the Transaction, and the Calculation Agent determines that Dealer's theoretical "delta" as of such day (assuming a commercially reasonable Hedge Position) exceeds the number of Shares sold by Dealer or its affiliates in connection with such Transaction prior to such day, the Calculation Agent may make any commercially reasonable adjustments to the terms of the Transaction as appropriate to preserve the fair value of the Transaction. In making any such adjustment, the Calculation Agent agrees to use its reasonable efforts to consult in good faith with Counterparty regarding such adjustment, it being understood that Calculation Agent will not be required to take any action that it reasonably determines in good faith would violate or conflict with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to it.

Hedge Period Commencement Date:	As set forth in Exhibit 1 to this Supplemental Confirmation.
Hedge Period Outside Date:	As set forth in Exhibit 1 to this Supplemental Confirmation.
Hedge Period:	For any Transaction, the period commencing on, and including, the Hedge Period Commencement Date and ending on, and including, the Hedge Period Completion Date.
Hedge Reference Price:	As set forth in the Pricing Supplement, for each Component, to be equal to the volume weighted average price per Share at which the Forward Seller executes or causes to be executed sales of Shares during the Hedge Period in connection with establishment of Dealer's initial Hedge Positions in respect of such Component pursuant to, and in accordance with, the Registration Agreement and this Master Confirmation.
Component Prepayment Amount:	As set forth in the Pricing Supplement, for each Component, to be an amount in cash equal to (A) the product of (a) the Forward Floor Price, (b) the Component Number of Shares and (c) the Prepayment Percentage minus (B) $0.01 *multiplied by* the Component Number of Shares.
Remaining Prepayment Amount:	As set forth in the Pricing Supplement, for each Component, to be an amount in cash equal to (A) the product of (a) the Forward Floor Price, (b) the Component Number of Shares and (c) 100% *minus* the Prepayment Percentage. Notwithstanding anything to the contrary in the Equity Definitions, Dealer shall pay the Remaining Prepayment Amount on the Settlement Date.
Prepayment Percentage:	As set forth in Exhibit 1 to this Supplemental Confirmation.
Prepayment Amount:	As set forth in the Pricing Supplement, for each Transaction, to be an amount in cash equal to the sum of all Component Prepayment Amounts in respect of all Components of the Transaction. Notwithstanding anything to the contrary in the Equity Definitions, Dealer shall pay the Prepayment Amount on the Prepayment Date.
Prepayment Date:	As set forth in the Pricing Supplement, to be one Settlement Cycle following the Hedge Period Outside Date.
Valuation Date:	The Scheduled Valuation Date; *provided* that, in respect of any Component, Dealer shall have the right to designate any Scheduled Trading Day on or after the First Acceleration Date to be the Valuation Date for such Component (the "**Accelerated Valuation Date**") by delivering notice to Counterparty of such designation prior to 20:00 P.M. New York City time on the Exchange Business Day immediately following the designated Accelerated Valuation Date.
Scheduled Valuation Date:	As set forth in Exhibit 1 to this Supplemental Confirmation.
Valuation Period:	The period from and including the Valuation Period Start Date to and including the Valuation Date.

Valuation Period Start Date:	As set forth in the Pricing Supplement, to be one Settlement Cycle following the Hedge Period Outside Date.
First Acceleration Date:	As set forth in Exhibit 1 to this Supplemental Confirmation.
Settlement Date:	In the case of an Accelerated Valuation Date, the date that is one Settlement Cycle immediately following the date on which Dealer delivers the notice described in "Valuation Date", and in the case of the Scheduled Valuation Date, the date that is one Settlement Cycle immediately following the Scheduled Valuation Date.
Aggregate Reserved Number of Shares:	Equal to the Aggregate Number of Shares.

Please confirm that the foregoing correctly sets forth the terms of the agreement between Dealer and Counterparty with respect to the Transaction to which this Supplemental Confirmation relates, by executing one original copy of this Supplemental Confirmation and returning such copy to Dealer and retaining the other original copy bearing the signature of Dealer for your records.

Yours faithfully,

GOLDMAN SACHS INTERNATIONAL

By: _____
Name:
Title:

Agreed and accepted by:

AMC ENTERTAINMENT HOLDINGS, INC.

By: _____
Name:
Title:

EXHIBIT 1

Forward Floor Percentage:	[ ]%
Forward Cap Percentage:	[ ]%
Prepayment Percentage:	[ ]%
Hedge Period Commencement Date:	[ ]
Hedge Period Outside Date:	[ ]
Scheduled Valuation Date:	[ ]
First Acceleration Date:	[ ]; *provided* that if an Announcement Event occurs after the Trade Date, but prior to such First Acceleration Date, the First Acceleration Date shall be the date of Announcement Event.

ANNEX C

FORM OF PRICING SUPPLEMENT[1]

Date: [ ]

To: AMC Entertainment Holdings,Inc.
One AMC Way
11500 Ash Street, Leawood, KS, 66211

From: Goldman Sachs International
Plumtree Court, 25 Shoe Lane
London EC4A 4AU

This Pricing Supplement supplements, forms a part of, and is subject to (i) the Supplemental Confirmation dated as of [ ] between AMC Entertainment Holdings, Inc. ("**Counterparty**") and Goldman Sachs International ("**Dealer**") (the "**Supplemental Confirmation**") and (ii) further, the Supplemental Confirmation is subject to the Master Confirmation regarding Share Forward Transactions dated February 9, 2026 between Counterparty and Dealer (as amended and supplemented from time to time, the "**Master Confirmation**"). All provisions contained in the Agreement (as modified and as defined in the Master Confirmation) shall govern this Pricing Supplement, except as expressly modified below, and capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Master Confirmation or the Supplemental Confirmation.

For all purposes of the Transaction under the Supplemental Confirmation:

Component No.	Component Number of Shares	Hedge Reference Price	Forward Floor Price	Forward Cap Price	Component Prepayment Amount	Remaining Prepayment Amount for Component
1.						
2.						
3.						
4.						
…						

(a) the Hedge Period Completion Date is [_____];
(b) the Number of Shares is [_____];
(c) the Valuation Period Start Date is [_____][2];
(d) the Prepayment Date for the Transaction is [_____][3]; and
(e) the Prepayment Amount is USD [_____].

Very truly yours,

GOLDMAN SACHS INTERNATIONAL

By: _____
Name:
Title:

[1] To be delivered following the Hedge Period Completion Date.
[2] To be one settlement cycle following the Hedge Period Outside Date.
[3] To be one settlement cycle following the Hedge Period Outside Date.

APPENDIX

Paragraph 11. Elections and Variables

(a) ***Base Currency and Eligible Currency.***

(i) "***Base Currency***" means: USD

(ii) "***Eligible Currency***" means: Base Currency only

(b) ***Credit Support Obligations.***

(i) Delivery Amount, Return Amount, Credit Support Amount and Exposure.

(A) ***"Delivery Amount"*** has the meaning specified in Paragraph 2(a).

(B) ***"Return Amount"*** has the meaning specified in Paragraph 2(b).

(C) ***"Credit Support Amount"*** has the meaning specified in Paragraph 10.

(D) ***"Exposure"*** shall mean zero.

(ii) ***Eligible Credit Support.*** The following items will qualify as ***"Eligible Credit Support"*** for the party specified:

		Counterparty	Valuation Percentage
(A)	Shares (as defined below)	X	100%

(iii) ***Thresholds.***

(A) "***Independent Amount***" means with respect to Dealer: Not applicable.

"***Independent Amount***" means with respect to Counterparty: a number of Shares equal to the Required Number of Shares.

*"**Required Number of Shares***" means, subject to Paragraph 11(h)(viii), on each day from, and including, the Trade Date to, and including, the Valuation Date, a number of Shares equal to the sum of the Component Number of Shares in respect of all Components as of such day.

(B) "***Threshold***" means with respect to Dealer: Not applicable.

"***Threshold***" means with respect to Counterparty: zero.

(C) "***Minimum Transfer Amount***" means with respect to Dealer:

The Value of one Share.

"***Minimum Transfer Amount***" means with respect to Counterparty:

The Value of one Share.

(D) ***Rounding.*** The Delivery Amount and the Return Amount will be rounded up and down to the nearest integral multiple of 1 Share, respectively.

(c) ***Valuation and Timing.***

(i) "***Valuation Agent***" means Dealer.

(ii) "**Valuation *Date***" means the Valuation Date (as defined in the Master Confirmation) and any Relevant Date (as defined below).

(iii) "***Valuation Time***" means (i) with respect to a Valuation Date, as defined in the Master Confirmation, and (ii) with respect to any other date of calculation, the close of business on the Valuation Date or the date of calculation, as applicable.

(iv) "***Notification Time***" means 12:00 p.m., London time, on a Local Business Day.

(d) ***Exchange Date.*** "***Exchange Date***" has the meaning specified in Paragraph 3(c)(ii).

(e) ***Dispute Resolution.*** The provisions of Paragraph 4 will not apply; the phrase "and subject to Paragraph 4 in the case of a dispute" shall be deemed deleted from the definition of "Value" in Paragraph 10, and the other references to Paragraph 4 shall be disregarded.

(f) ***Distributions and Interest Amount.***

(i) ***Interest Amount.*** The provisions of Paragraph 5(c)(ii) and all other references to Interest Amount and related terms in the Annex will not apply.

(ii) ***Distributions.*** The provisions of Paragraph 5(c)(i) will apply, provided that:

(A) the words "not later than the Settlement Day following" shall be deleted and replaced with the word "on";

(B) the definition of "Distributions" in Paragraph 10 will be deleted in its entirety and replaced with the following:

*""**Distributions**" means, in respect of each Dividend Payment Date (for which the Valuation Date has not occurred on or prior to the Ex-dividend Date), an amount determined by the Valuation Agent equal to the product of (A) the net ordinary cash dividend per Share that would be received by a holder of record of the Shares in the same tax jurisdiction as Transferee (after deduction for taxes or fees withheld or deducted at source by or behalf of any applicable authority having power to tax in respect of such a dividend and excluding any imputation or other credits, refunds or deductions granted by any applicable authority having power to tax in respect of such dividend and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon), and (B) the number of Shares that constitute the Credit Support Balance as of the record date.";*

(C) the definition of "Distributions Date" in Paragraph 10 will be deleted in its entirety and replaced with the following:

*""**Distributions Date**" means each Dividend Payment Date."; and*

(D) if Paragraph 11(h)(iv) or Paragraph 11(h)(vi) below applies, the provisions of Paragraph 5(c)(i) will not apply and any due but unpaid Distributions shall be included in the determination of the Early Termination Amount, the Cancellation Amount or any other amount pursuant to Section 12.7(a) of the Equity Definitions.

(g) ***Addresses for Transfers.***

Dealer: To be specified by Dealer in writing.

Counterparty: To be specified by Counterparty in writing.

(h) ***Other Provisions.***

(i) ***Agreement as to Single Transferor and Transferee.*** Dealer and Counterparty agree that, notwithstanding anything to the contrary in this Annex, (a) the term "Transferee" as used in this Annex means only Dealer, (b) the term "Transferor" as used in this Annex means only Counterparty and (c) only Counterparty will be required to make transfers of Eligible Credit Support hereunder (but without prejudice to any obligation on Dealer to transfer Equivalent Credit Support hereunder).

(ii) ***Initial Transfer and Returns.*** Notwithstanding anything to the contrary in this Annex, in respect of each Component of the Transaction:

(A) the Transferor will transfer to the Transferee on or prior to 15:00 p.m. on the first Clearance System Business Day immediately following the Exchange Business Day during the Hedge Period on which Transferee or its affiliate establishes Transferee's initial Hedge Position with respect to such Component (free and clear of any security interest, lien, encumbrance, restrictive legend or other restriction (other than a lien routinely imposed on all securities in a relevant clearance system)) a number of Shares equal to the Component Number of Shares for such Component in book-entry form without any requirement for the Transferee to have made a demand to the Transferor, and this shall be deemed to be a Transfer of Eligible Credit Support for the purposes of Paragraph 2(a);

(B) substantially concurrently with or prior to the transfer described in the immediately preceding paragraph 11(h)(ii)(A), Transferee shall pay to the Transferor an amount in USD equal to the product of (x) USD 0.01 and (y) the Component Number of Shares; and

(C) on the Valuation Date (and notwithstanding paragraph 2(b) and paragraph 3 (which shall be subject to this paragraph 11(h)(ii)(C))), (1) the Transferor shall be deemed to have made a demand under paragraph 2(b) specifying Shares as the form of Equivalent Credit Support and the Return Amount in respect of the Valuation Date shall be a number of Shares equal to the Number of Shares (which, for the avoidance of doubt, shall be equal to the sum of the Component Number of Shares for all Components of the Transaction); and (2) subject to paragraph 11(h)(ix) (*Delivery of Shares*), the Transferee shall make the transfer of Equivalent Credit Support to Transferor on the Repayment Date in respect of the Transaction.

If the Transferor fails to make the Transfer in accordance with paragraph (A) above, an Event of Default shall immediately occur with respect to which the Counterparty shall be the Defaulting Party.

(iii) ***Default.*** The following provision replaces Paragraph 6 and is numbered as Paragraph 6(a):

"(a) If an Early Termination Date is designated or deemed to occur as a result of an Event of Default in relation to a party, the Close-out Amount determined under Section 6(e) of the Agreement in relation to the Transaction constituted by this Annex shall be an amount (expressed as a negative number if the Determining Party is the Transferee or as a positive number if the Determining Party is the Transferor), equal to the Value of the Credit Support Balance on the Early Termination Date or such other day or days selected by the Valuation Agent that are as soon as reasonably practicable after the Early Termination Date (determined as though such Early Termination Date and each other day or days were a Valuation Date)."

(iv) ***Termination Events, Extraordinary Events.***

The following provision shall be added to the end of Paragraph 6 of the Annex as a new Paragraph 6(b):

"(b) If (A) an Early Termination Date is designated or deemed to occur as a result of a Termination Event in relation to a party or (B) a Cancellation Amount or any other amount pursuant to Section 12.7(a) of the Equity Definitions is required to be determined as a result of an Extraordinary Event (subject to the application to such Extraordinary Event of Section 15 of the Master Confirmation), then:

(i) an amount equal to the Value of the Credit Support Balance on the Relevant Date or such other day or days selected by the Valuation Agent that are as soon as reasonably practicable after the Relevant Date, determined as though the Relevant Date or each such other day was a Valuation Date, will be deemed:

(A) in the case of a Termination Event to be an Unpaid Amount due to the Transferor (which may or may not be the Affected Party) for purposes of Section 6(e); and

(B) (except if Section 15 of the Master Confirmation is applicable to such Extraordinary Event, in which case the clause (A) shall apply instead to such Extraordinary Event) in the case of an Extraordinary Event to be an amount due to the Transferor in addition to any Cancellation Amount for the purposes of Section 12.8 (Cancellation Amount) of the Equity Definitions or any amount pursuant to Section 12.7(a) of the Equity Definitions.

The parties shall not have any further payment or delivery obligations under this Annex following the payment of the amount calculated in accordance with this Paragraph 11(h)(iv) and Paragraph 11(h)(vi) below.

*For the purposes of Paragraphs 6(b), "**Relevant Date**" means the Early Termination Date (in the case of a Termination Event, including for the avoidance of doubt, any Extraordinary Event subject to Section 15 of the Master Confirmation) or the date on which any Transaction is terminated or cancelled (in the case of an Extraordinary Event).*"

(v) ***Value.*** The definition of "Value" in Paragraph 10 shall be deleted in its entirety and replaced with the following:

*""**Value**" means, for any Valuation Date or other date for which Value is calculated with respect to:*

(i) Eligible Credit Support comprised in a Credit Support Balance and:

(1) the Valuation Date, the Settlement Price;

(2) any other date, the Base Currency Equivalent of the bid price obtained by the Valuation Agent;

(ii) items that are comprised in the Credit Support Balance that are not Eligible Credit Support, zero;

(iii) for the purposes of Paragraph 6, the Value of the Credit Support Balance shall be calculated as follows: on or as soon as reasonably practicable after the Early Termination Date or Relevant Date, as the case may be, the Value of the Eligible Credit Support and proceeds thereof comprised in the Credit Support Balance will be the amount, determined by the Valuation Agent in good faith and in a commercially reasonable manner, that represents the fair market value of the Shares or other assets comprised in the Credit Support Balance, having regard to such pricing sources and methods as the Valuation Agent considers appropriate (after deducting all reasonable costs, fees and expenses incurred or likely to be incurred in connection with the sale of the Shares or other assets).

Counterparty and Dealer agree that any determination made pursuant to the paragraph above may reflect the price per Share at which Dealer unwinds its Hedge Positions in respect of any Transaction, including the price per Share implied by the Close-out Amount (if any) determined by Dealer under Section 6(e) of the Agreement or the Cancellation Amount determined by the Determining Party under Section 12.8 (Cancellation Amount) of the Equity Definitions or any other amount calculated in accordance with Section 12.7(a) of the Equity Definitions with *respect to any Transaction to which the Master Confirmation relates.*

For the avoidance of doubt, paragraph (i) and (ii) above shall not apply for the purposes of Paragraph 6."

(vi) ***Payment Netting***. On a Termination Payment Date, Counterparty shall pay the related Termination Payment to Dealer; provided that:

(A) Counterparty's obligation to pay such Termination Payment; and

(B) Dealer's obligation to pay an amount pursuant to Paragraph 6(b) of the Annex,

on such date shall each be subject to payment netting in accordance with Section 2(c) (Netting of Payments) of the Agreement.

"***Termination Payment Date***" means the date on which a party is due to pay a Termination Payment to the other party.

"***Termination Payment***" means, to the extent it is payable by Counterparty: (A) in the case of a Termination Event (including, for the avoidance of doubt, any Extraordinary Event subject to Section 15 of the Master Confirmation), an Early Termination Amount for purposes of Section 6(e); and (B) in the case of an Extraordinary Event, a Cancellation Amount for the purposes of Section 12.8 (Cancellation Amount) of the Equity Definitions or any amount pursuant to Section 12.7(a) of the Equity Definitions.

(vii) ***Adjustments.*** Whenever any adjustments are made to any Transaction in accordance with its terms, the Valuation Agent may make such adjustment to the terms of this Annex that it considers would be appropriate to account for such adjustment to the terms of such Transaction to preserve the economic terms thereof.

(viii) ***Demands and Notices.*** All demands, specifications and notices under this Annex will be made pursuant to Section 12 of the Agreement.

(ix) ***Delivery of Shares***. Counterparty and Dealer agree that, in respect of a Transaction, any obligation of Dealer on the Valuation Date to return to Counterparty Equivalent Credit Support comprised of Shares pursuant to Paragraph 2(b) of this Annex in respect of such Transaction will be subject to (A) the condition precedent that it has received from Counterparty all amounts payable to it by Counterparty in respect of such Transaction on or before that Valuation Date and, once that condition precedent has been satisfied, (B) Section 14(b) of the Master Confirmation.

(x) ***Taxes***. Notwithstanding anything to the contrary elsewhere in this Agreement or herein, all payments and all deliveries by Transferee pursuant to this Annex shall be made net of any and all present or future taxes, levies, imposts, duties, charges, assessments or fees of any nature (including interest, penalties and additions thereto) that are imposed by any government or other taxing authority in respect thereof, Any such amount shall not be an "Indemnifiable Tax" for purposes of Section 14 of the Agreement.

(xi) ***Defined Terms***. Capitalised terms not otherwise defined in this Annex or elsewhere in this Agreement have the meanings specified in the Master Confirmation (as defined below) and/or the related Supplemental Confirmation (as defined below). In addition, in this Paragraph 11:

"***Master Confirmation***" means the confirmation entered into between the parties dated 9 February, 2026 that sets forth certain terms and conditions for one or more prepaid variable price share forward transactions that the parties may entered into from time to time;

"***Supplemental Confirmation***" means any supplemental confirmation entered into between the parties in respect of each Transaction; and

"***Transaction***" means any transaction constituted under the Master Confirmation.