

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended March 27, 2025

or

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

For the transition period from _____ to _____

Commission file number: 001-33296



NATIONAL CINEMEDIA, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

6300 S. Syracuse Way, Suite 300
(Address of Principal Executive Offices)

Centennial

Colorado

20-5665602
(I.R.S. Employer
Identification No.)

80111
(Zip Code)

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

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

<u>Title of each class</u>	<u>Trading symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.01 per share	NCMI	The Nasdaq Stock Market LLC

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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.

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

As of May 1, 2025, 94,304,388 shares of the registrant's common stock (including unvested restricted shares), par value of \$0.01 per share, were outstanding.

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PART I

Item 1. Financial Statements

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

	As of	
	March 27, 2025	December 26, 2024
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 59.7	\$ 75.1
Restricted cash	3.3	3.0
Short-term marketable securities	0.1	0.1
Receivables, net of allowance of \$1.2 and \$1.2, respectively	46.7	85.3
Amounts due from ESA Parties	10.6	10.6
Prepaid expenses and other current assets	3.8	3.8
Total current assets	124.2	177.9
NON-CURRENT ASSETS:		
Property and equipment, net of accumulated depreciation of \$5.8 and \$4.8, respectively	16.1	16.4
Intangible assets, net of accumulated amortization of \$62.2 and \$52.8, respectively	341.1	350.8
Other investments	3.9	3.8
Debt issuance costs, net	0.9	1.6
Other assets	17.6	18.1
Total non-current assets	379.6	390.7
TOTAL ASSETS	\$ 503.8	\$ 568.6
LIABILITIES AND EQUITY		
CURRENT LIABILITIES:		
Amounts due to ESA Parties, net	\$ 3.1	\$ 3.8
Payable under the TRA	4.1	4.1
Accrued expenses	1.6	1.6
Accrued payroll and related expenses	5.4	15.6
Accounts payable	19.8	23.0
Deferred revenue	18.4	23.6
Other current liabilities	1.9	1.8
Total current liabilities	54.3	73.5
NON-CURRENT LIABILITIES:		
Long-term debt	—	10.0
Payable under the TRA	65.3	59.9
Long-term lease liabilities	11.9	12.5
Other long-term liabilities	1.5	1.5
Total non-current liabilities	78.7	83.9
Total liabilities	133.0	157.4
COMMITMENTS AND CONTINGENCIES (NOTE 8)		
EQUITY:		
NCM, Inc. Stockholders' Equity:		
Preferred stock, \$0.01 par value; 10,000,000 shares authorized, 50 issued and outstanding	—	—
Common stock, \$0.01 par value; 260,000,000 shares authorized, 94,863,471 and 95,755,491 issued and outstanding, respectively	2.5	2.5
Additional paid in capital	130.4	127.8
Retained earnings	237.9	280.9
Total NCM, Inc. stockholders' equity	370.8	411.2
Noncontrolling interests	—	—
Total equity	370.8	411.2
TOTAL LIABILITIES AND EQUITY	\$ 503.8	\$ 568.6

See accompanying notes to the unaudited Condensed Consolidated Financial Statements.

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

	Three Months Ended	
	March 27, 2025	March 28, 2024
REVENUE	\$ 34.9	\$ 37.4
OPERATING EXPENSES:		
Network operating costs	3.1	3.6
Theater exhibition fees	21.7	22.5
Selling and marketing costs	10.7	10.0
Administrative and other costs	12.9	13.5
Depreciation expense	1.1	1.0
Amortization expense	9.3	9.5
Total	58.8	60.1
OPERATING LOSS	(23.9)	(22.7)
NON-OPERATING EXPENSE (INCOME):		
Interest on borrowings	0.2	0.4
Interest income	(0.6)	(0.3)
Loss on re-measurement of the payable under the tax receivable agreement	5.5	12.3
Loss on debt extinguishment	1.8	—
Other non-operating income, net	(0.1)	(0.4)
Total	6.8	12.0
LOSS BEFORE INCOME TAXES	(30.7)	(34.7)
Income tax expense	—	—
CONSOLIDATED NET LOSS	(30.7)	(34.7)
Less: Net loss attributable to noncontrolling interests	—	—
NET LOSS ATTRIBUTABLE TO NCM, INC.	(30.7)	(34.7)
COMPREHENSIVE LOSS ATTRIBUTABLE TO NCM, INC.	\$ (30.7)	\$ (34.7)
NET LOSS PER NCM, INC. COMMON SHARE:		
Basic	\$ (0.32)	\$ (0.36)
Diluted	\$ (0.32)	\$ (0.36)
WEIGHTED AVERAGE SHARES OUTSTANDING:		
Basic	95,385,062	96,918,564
Diluted	95,385,062	96,918,564

See accompanying notes to the unaudited Condensed Consolidated Financial Statements.

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

	Three Months Ended	
	March 27, 2025	March 28, 2024
CASH FLOWS FROM OPERATING ACTIVITIES:		
Consolidated net loss	\$ (30.7)	\$ (34.7)
Adjustments to reconcile consolidated net loss to net cash provided by operating activities:		
Depreciation expense	1.1	1.0
Amortization expense	9.3	9.5
Non-cash share-based compensation	2.7	2.6
Amortization of debt issuance costs	0.1	0.2
Loss on extinguishment of debt	1.8	—
Non-cash loss on re-measurement of the payable under the tax receivable agreement	5.5	12.3
Other	(0.1)	(0.2)
ESA integration and other encumbered theater payments	0.3	0.3
Other cash flows from operating activities	0.1	—
Changes in operating assets and liabilities:		
Receivables, net	38.7	47.9
Accounts payable and accrued expenses	(16.8)	(17.1)
ESA amounts due to/from, net	(0.8)	(1.7)
Prepaid expenses	—	0.9
Deferred revenue	(5.2)	3.2
Other, net	—	(0.1)
Net cash provided by operating activities	<u>6.0</u>	<u>24.1</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(0.7)	(1.5)
Proceeds received from equity method investment	—	0.2
Net cash used in investing activities	<u>(0.7)</u>	<u>(1.3)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payment of dividends	—	(0.3)
Purchases of NCM, Inc.'s common stock	(8.8)	—
Repayment of revolving credit facility	(10.0)	—
Payment of debt issuance costs	(1.5)	—
Repurchase of stock for restricted stock tax withholding	(0.1)	—
Net cash used in financing activities	<u>(20.4)</u>	<u>(0.3)</u>
CHANGE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	<u>(15.1)</u>	<u>22.5</u>
Cash, cash equivalents and restricted cash at beginning of period	78.1	37.6
Cash, cash equivalents and restricted cash at end of period	<u>\$ 63.0</u>	<u>\$ 60.1</u>

See accompanying notes to the unaudited Condensed Consolidated Financial Statements.

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

	Three Months Ended	
	March 27, 2025	March 28, 2024
Supplemental disclosure of non-cash financing and investing activity:		
Right of use assets obtained in exchange for lease liabilities	\$ —	\$ 7.2
Accrued purchases of property and equipment	\$ 0.1	\$ 0.5
Increase in dividend equivalent accrual not requiring cash in the period	\$ 2.9	\$ —
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 0.1	\$ 0.2
Cash paid for income taxes	\$ —	\$ 0.1

See accompanying notes to the unaudited Condensed Consolidated Financial Statements.

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

	NCM, Inc.							
	Consolidated	Common Stock		Preferred Stock		Additional Paid in Capital (Deficit)	Retained Earnings	Non- controlling Interest
		Shares	Amount	Shares	Amount			
Balance—December 28, 2023	\$ 434.5	96,837,039	\$ 2.6	50	\$ —	\$ 115.3	\$ 316.6	\$ —
Purchases of NCM, Inc.'s common stock	(0.2)	(8,000)	(0.1)	—	—	—	(0.1)	—
Comprehensive loss, net of tax	(34.7)	—	—	—	—	—	(34.7)	—
Share-based compensation issued, net of tax	0.1	253,397	—	—	—	0.1	—	—
Share-based compensation expensed/capitalized	2.6	—	—	—	—	2.6	—	—
Balance—March 28, 2024	<u>\$ 402.3</u>	<u>97,082,436</u>	<u>\$ 2.5</u>	<u>50</u>	<u>\$ —</u>	<u>\$ 118.0</u>	<u>\$ 281.8</u>	<u>\$ —</u>
Balance—December 26, 2024	\$ 411.2	95,755,491	\$ 2.5	50	\$ —	\$ 127.8	\$ 280.9	\$ —
Purchases of NCM, Inc.'s common stock	(9.4)	(1,455,668)	—	—	—	—	(9.4)	—
Comprehensive loss, net of tax	(30.7)	—	—	—	—	—	(30.7)	—
Share-based compensation issued, net of tax	(0.1)	563,648	—	—	—	(0.1)	—	—
Share-based compensation expensed/capitalized	2.7	—	—	—	—	2.7	—	—
Cash dividends declared of \$0.03 per share	(2.9)	—	—	—	—	—	(2.9)	—
Balance—March 27, 2025	<u>\$ 370.8</u>	<u>94,863,471</u>	<u>\$ 2.5</u>	<u>50</u>	<u>\$ —</u>	<u>\$ 130.4</u>	<u>\$ 237.9</u>	<u>\$ —</u>

See accompanying notes to the unaudited Condensed Consolidated Financial Statements.

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

1. THE COMPANY

Description of Business

National CineMedia, Inc., a Delaware corporation (“NCM, Inc.”), is a holding company with the sole purpose of becoming a member and sole manager of National CineMedia, LLC (“NCM LLC”), a Delaware limited liability company. NCM, Inc. currently owns approximately 100.0% of NCM LLC. The terms “NCM”, “the Company” or “we” shall, unless the context otherwise requires, be deemed to include the consolidated entity.

National CineMedia is the largest cinema advertising platform in the US. With unparalleled reach and scale, NCM connects brands to sought-after young, diverse audiences through the power of movies and pop culture. A premium video, full-funnel marketing solution for advertisers, NCM enhances advertisers’ ability to measure and drive results. NCM’s *Noovie*® Show is presented exclusively in 42 leading national and regional theater circuits including the only three national chains, AMC, Cinemark and Regal. NCM’s cinema advertising platform consists of more than 17,500 screens in over 1,350 theaters in 184 Designated Market Areas® (“DMA®”), including all of the top 50.

The Company has long-term exhibitor service agreements (“ESAs”) with Cinemark USA, Inc., a wholly owned subsidiary of Cinemark Holdings, Inc. (“Cinemark”), and American Multi-Cinema, Inc., a wholly owned subsidiary of AMC Entertainment, Inc. (“AMC”) and with certain network affiliates under long-term network affiliates agreements, including Regal Cinemas, Inc., a wholly owned subsidiary of Cineworld Group plc and Regal Entertainment Group (“Regal”), which grant the Company with the exclusive rights in their respective theaters to sell advertising, subject to limited exceptions. As of March 27, 2025, the weighted average remaining term of the ESAs with Cinemark and AMC was approximately 13.8 years. The network affiliate agreements expire at various dates between July 2025 and July 2033. The weighted average remaining term of the ESAs and the network affiliate agreements together is 11.0 years as of March 27, 2025.

Bankruptcy Filing, Deconsolidation and Reconsolidation of NCM LLC

On April 11, 2023, NCM LLC filed a voluntary petition for reorganization (the “Chapter 11 Case”) with a prearranged Chapter 11 plan under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the U.S. Bankruptcy Court for the Southern District of Texas (“Bankruptcy Court”). During the Chapter 11 Case, the Company was deemed to no longer control NCM LLC for accounting purposes and NCM LLC was deconsolidated from the Company’s financial statements prospectively as of April 11, 2023 and the Company recorded a gain on deconsolidation of \$557.7 million within the second quarter of 2023. NCM, Inc. continued to operate as the manager of the debtor-in-possession pursuant to the authority granted under Chapter 11 of the Bankruptcy Code throughout the Chapter 11 Case.

On June 27, 2023, the Bankruptcy Court entered an order (the “Confirmation Order”) confirming NCM LLC’s Modified First Amended Plan of Reorganization of National CineMedia, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 428] (as may be amended, modified, or supplemented from time to time, the “Plan”) and approving the Amended Disclosure Statement for First Amended Chapter 11 Plan of Reorganization of National CineMedia, LLC [Docket No. 250] (the “Disclosure Statement”) on a final basis. Following confirmation of the Plan on August 7, 2023 (the “Effective Date”), all the conditions to effectiveness of the Plan were satisfied or waived, the Restructuring Transactions (as defined in the “Plan”) were substantially consummated and NCM LLC emerged from bankruptcy. Among other things, on the Effective Date, in accordance with the Plan, all common units under the NCM LLC’s Third Amended and Restated Limited Liability Company Operating Agreement (the “NCM LLC Operating Agreement”) were canceled and extinguished, NCM, Inc. received NCM LLC common units and transferred the NCM Capital Contribution (as defined in the Plan) of approximately \$15.5 million to NCM LLC, NCM LLC assumed certain unexpired Executory Contracts and Unexpired Leases (each, as defined in the Plan), including AMC’s and Cinemark’s ESAs, NCM LLC transferred \$8.8 million of cash to a professional fees escrow account and \$15.0 million to an unsecured creditor settlements escrow account for the General Unsecured Claim Pool (as defined in the Plan). NCM LLC commenced distributions to creditors, including the issuance of shares of NCM, Inc. common stock to holders of Secured Debt Claims (as defined in the Plan) and NCM LLC entered into an Exit Facility (as defined in the Plan and also referred to as the “Revolving Credit Facility 2023”) to support operations upon emergence. As a result of the Plan, all historical debt of NCM LLC was discharged and NCM LLC recorded a gain on bankruptcy of \$916.4 million for the year ended December 28, 2023.

Additionally, upon emergence from bankruptcy, NCM, Inc., regained control and retained 100.0% ownership of NCM LLC, after taking into account elections by the holders of Secured Debt Claims to receive NCM, Inc. common stock in lieu of NCM LLC common units and NCM LLC was therefore reconsolidated into the Company’s financial statements prospectively as of August 7, 2023 akin to an acquisition under *Accounting Standards Codification (“ASC”) 805 – Business Combinations*. In accordance with *ASC 805 – Business Combinations*, the assets and liabilities of NCM LLC were adjusted to their estimated fair value as of the Effective Date. All activity during the Chapter 11 Case from April 11, 2023 to August 7, 2023 when NCM LLC was deconsolidated from NCM, Inc. represents activity and balances for NCM, Inc. standalone. All activity and balances prior to the deconsolidation of NCM LLC on

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

April 11, 2023 and after the reconsolidation of NCM LLC on August 7, 2023 represent NCM, Inc. consolidated, inclusive of NCM LLC.

As of March 27, 2025, the Company had not completed all agreed upon payments to the General Unsecured Claim Pool and held a total of \$3.0 million within the escrow accounts and accruals, presented within 'Restricted cash' and 'Accounts payable' on the unaudited Condensed Consolidated Balance Sheet as of March 27, 2025. On March 28, 2025, a final decree was entered by the Bankruptcy Court administratively closing the Chapter 11 Case. After this administrative closing the Bankruptcy Court will continue to have jurisdiction over the ongoing claims related to the Chapter 11 Case.

Other Developments

Following redemptions of their outstanding membership units in 2022 and 2023, Cinemark and AMC's ownership interests in NCM LLC were reduced to 0.0%. On April 1, 2024, in accordance with the Common Unit Adjustment Agreement, NCM LLC issued 132,096 and 3,377 common membership units to Cinemark and AMC, respectively. On April 16, 2024, the Company elected to satisfy a redemption request from Cinemark for all of their outstanding common membership units through a cash settlement as provided in NCM LLC's Operating Agreement. This redemption reduced Cinemark's ownership interest in NCM LLC to 0.0% as of April 16, 2024. As of March 27, 2025, AMC's ownership interest remains de minimis. AMC and Cinemark and their affiliates are referred to in this document as "ESA Parties".

On April 17, 2025, the Company and AMC, entered into the Second Amended and Restated Exhibitor Services Agreement (the "2025 AMC Agreement") and a separate termination agreement (the "AMC Termination Agreement") by and among NCM LLC, the Company and AMC. The 2025 AMC Agreement extends the term of the ESA by 5 years, modifies the program distributed by NCM LLC in AMC theaters and adjusts the consideration paid by NCM LLC. The AMC Termination Agreement waives AMC's rights under certain agreements entered into at the time of the IPO. Refer to Note 10—*Subsequent Events* for further discussion of the changes.

Basis of Presentation

The Company has prepared the unaudited Condensed Consolidated Financial Statements and related notes of NCM, Inc. in accordance with GAAP for interim financial information and the rules and regulations of the Securities and Exchange Commission ("SEC"). Certain information and footnote disclosures typically included in an annual report have been condensed or omitted for this quarterly report. The balance sheet as of December 26, 2024 is derived from the audited financial statements of NCM, Inc. Therefore, the unaudited Condensed Consolidated Financial Statements should be read in conjunction with the audited Consolidated Financial Statements and notes thereto included in the Company's annual report on Form 10-K filed for the fiscal year ended December 26, 2024.

In the opinion of management, all adjustments, consisting of only normal recurring adjustments, necessary to present fairly in all material respects the financial position, results of operations and cash flows for all periods presented have been made and all intercompany accounts have been eliminated in consolidation. The Company has reclassified certain historical amounts on the unaudited Condensed Consolidated Balance Sheets, Statements of Operations and Statements of Cash Flows to conform to current period presentation. Historically, the Company's business has been seasonal and for this and other reasons operating results for interim periods have not been indicative of the Company's full year results or future performance. As a result of the various related party agreements discussed in Note 5—*Related Party Transactions*, the operating results as presented are not necessarily indicative of the results that might have occurred if all agreements were with non-related third parties.

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

Debt Agreement—On January 24, 2025, NCM LLC, as borrower, entered into a Loan and Security Agreement with U.S. Bank National Association, as lender (the "2025 Credit Facility"). The agreement provides for a \$45.0 million senior secured revolving credit facility that matures on January 24, 2028. In connection with entering into the 2025 Credit Facility, NCM LLC repaid in full the \$10.0 million balance outstanding and terminated all commitments under its Revolving Credit Facility 2023, and in connection with this termination, paid a prepayment fee equal to 1% of the total commitment. The 2025 Credit Facility is expected to result in a meaningful reduction of the Company's overall interest expense, extends the maturity date to 2028 and is a cash flow-based revolving loan compared to the asset-based revolving loan of the Revolving Credit Facility 2023. As of March 27, 2025, NCM LLC has not made any borrowings under the 2025 Credit Facility. Borrowings under the 2025 Credit Facility may be used for, among other things, working capital and other general corporate purposes of the Company and bear interest at a floating rate equal to term SOFR (subject to a floor of zero) plus an applicable margin of 2.00%, which is subject to increase by an additional 2.00% upon the occurrence of an event of default.

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

Significant Accounting Policies

The Company's annual financial statements included in its Form 10-K filed for the fiscal year ended December 26, 2024 contain a complete discussion of the Company's significant accounting policies. The following is additional information related to the Company's accounting policies.

Revenue Recognition—The Company derives revenue principally from the sale of advertising to national, regional and local businesses in *Noovie*®, our cinema advertising and entertainment show seen on movie screens across the U.S., as well as on our lobby network ("LEN"), a series of strategically-placed screens located in movie theater lobbies, as well as other forms of advertising, promotions and experiences in theater lobbies. In addition, the Company sells data and digital advertising, including through *NCM Boost*SM and *NCM Boomerang*SM and through NCM's digital gaming products, which can be played on the mobile apps and through partnerships with certain internet platforms. Further the Company sells advertising in a variety of complementary out-of-home venues. The Company also has a long-term agreement to exhibit the advertising of the ESA Parties' beverage suppliers. Revenue is recognized over time as the customer receives the benefits provided by NCM LLC's advertising services and the Company has the right to payment for performance to date. The Company considers the terms of each arrangement to determine the appropriate accounting treatment.

Concentration of Credit Risk and Significant Customers—The risk of credit loss related to the Company's trade receivables and unbilled receivables balances is accounted for through the allowance for doubtful accounts, a contra asset account which reduces the net receivables balance. The allowance for doubtful accounts balance is determined by pooling the Company's receivables with similar risk characteristics, specifically by type of customer (national or local/regional) and then age of receivable and applying historical write off percentages to these pools in order to determine the amount of expected credit losses as of the balance sheet date. National receivables are with large advertising agencies with strong reputations in the advertising industry and clients with stable financial positions and good credit ratings, represent larger receivables balances per customer and have significantly lower historical and expected credit loss patterns. Local and regional receivables are with smaller companies, sometimes with less credit history, represent smaller receivable balances per customer and have higher historical and expected credit loss patterns. The Company has smaller contracts with many local clients that are not individually significant. The Company also considers current economic conditions and trends to determine whether adjustments to historical loss rates are necessary. The Company also reserves for specific receivable balances that it expects to write off based on known concerns regarding the financial health of the customer. Receivables are written off when management determines amounts are uncollectible.

The Company had one agency through which it sourced advertising revenue that accounted for 11.0% of the Company's gross outstanding receivable balance as of March 27, 2025 and had one agency through which it sourced advertising revenue that accounted for more than 14.7% of the Company's gross outstanding receivable balance as of December 26, 2024. During the three months ended March 27, 2025, the Company had no customers that accounted for more than 10.0% of the Company's revenue. During the three months ended March 28, 2024, the Company had one customer that accounted for 10.2% of the Company's revenue.

Long-lived Assets—The Company assesses impairment of long-lived assets pursuant to *ASC 360—Property, Plant and Equipment*. This includes determining whether certain triggering events have occurred that could affect the value of an asset. The Company recorded losses related to long-lived assets of \$0.0 million and \$0.1 million during the three months ended March 27, 2025 and March 28, 2024, respectively.

Share-Based Compensation—The Company has issued stock options and restricted stock units to certain employees and its independent directors. The restricted stock unit grants for Company management vest upon the achievement of Company performance measures, market conditions and/or service conditions, while non-management grants vest only upon the achievement of service conditions. Compensation expense of restricted stock units that vest upon the achievement of Company performance measures is based on management's financial projections and the probability of achieving the projections, which require considerable judgment. A cumulative adjustment is recorded to share-based compensation expense in periods that management changes its estimate of the number of shares of restricted stock units expected to vest. Ultimately, the Company adjusts the expense recognized to reflect the actual vested shares following the resolution of the performance conditions. Compensation expense of restricted stock units that vest upon achievement of certain market conditions is based on an estimate of the fair value of the granted restricted stock units on the grant date, which requires considerable judgment. The fair value of the granted restricted stock units is expensed over an estimated derived service period, which also requires considerable judgment. In accordance with *ASC 718—Stock Compensation*, the Company does not adjust the expense recognized to reflect the actual vested shares following the resolution of the market condition. Dividends are accrued when declared on unvested restricted stock units that are expected to vest and are only paid with respect to shares that actually vest. During the three months ended March 27, 2025 and March 28, 2024, 0.2 million and 6.3 million shares, respectively, of restricted stock units were granted. During the three months ended March 27, 2025 and March 28, 2024, 565,315 and 187,602 shares of restricted stock units vested, respectively. Additionally, the Company recorded \$2.7 million and \$2.6 million in share-based compensation expense during the three months ended March 27, 2025 and March 28, 2024, respectively, within 'Network operating

NATIONAL CINEMEDIA, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
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costs,' 'Selling and marketing costs' and 'Administrative and other costs' within the unaudited Condensed Consolidated Statements of Operations or have been capitalized within 'Property and equipment, net' within the unaudited Condensed Balance Sheets.

Share Repurchase Program—On March 18, 2024, the Board of Directors of the Company approved a stock repurchase program under which the Company is authorized to use assets of the Company to repurchase up to \$100.0 million of shares of the Company's Common Stock, exclusive of any fees, commissions or other expenses related to such repurchases, from time to time over a period of three years. Shares may be repurchased under the program through open market purchases, block trades, or accelerated or other structured share repurchase programs. During the three months ended March 27, 2025 and March 28, 2024, 1,455,668, and 8,000 shares, respectively, were repurchased on the open market. In accordance with *ASC 505—Equity*, the Company elected to retire the shares. Upon the retirement of these shares, any excess over par value paid, inclusive of direct costs, was recorded as a reduction to retained earnings of \$9.0 million, and \$0.0 million for the three months ended March 27, 2025 and March 28, 2024, respectively.

Segment Reporting—Advertising is the principal business activity of the Company and is the Company's only operating and reportable segment under the requirements of *ASC 280—Segment Reporting*. The Company's Chief Executive Officer is the chief operating decision maker who reviews financial information on a consolidated basis for purposes of allocating resources and evaluating financial performance. The accounting policies of the one operating and reportable segment are the same as those described in the summary of significant accounting policies. All segment revenues related to services performed within the United States. The Company's segment assets are generated and domiciled within the United States.

The chief operating decision maker assesses performance for the one operating and reportable segment and decides how to allocate resources using consolidated net loss, as presented on the unaudited Condensed Consolidated Statement of Operations as 'Consolidated net loss,' among other measures. Consolidated net loss is presented herein as the primary measure as it most closely aligns with US GAAP. The chief operating decision maker uses consolidated net loss to decide whether to utilize profits to invest in the Company or to recommend actions to the Board of Directors such as stock repurchases or future dividends. Consolidated net loss is also utilized to monitor actual results as compared to budgeted expectations to assess the performance of the one operating and reportable segment and in establishing management's compensation. The Company's significant segment expenses are consistent with the operating expense financial statement line items as presented within the unaudited Condensed Consolidated Statement of Operations. The Company's other segment items are consistent with the non-operating income and expense financial statement line items as presented within the unaudited Condensed Consolidated Statement of Operations.

The measure of segment assets used to allocate resources is total assets as reported on the unaudited Condensed Consolidated Balance Sheets, inclusive of cash and cash equivalents as well as accounts receivable as reported on the unaudited Condensed Consolidated Balance Sheets as 'Cash and cash equivalents' and 'Receivables, net of allowance,' respectively.

Capital Expenditures—Capital expenditures include digital applications being developed primarily by the Company's programmers and outside consultants, capitalized software development or upgrades for the Company's Digital Content Software, audience targeting and data management systems, cinema advertising management system, equipment required for the Company's Customer Experience Center and content production and post-production facilities, office leasehold improvements, desktop equipment for use by employees, and in certain cases, the costs necessary to install equipment at or digitize all or a portion of a network affiliate's theaters when they are added to the Company's network. Capital expenditures, for the three months ended March 27, 2025 and March 28, 2024, were \$0.7 million and \$1.5 million, respectively.

Consolidation—NCM, Inc. consolidates the accounts of NCM LLC, a variable interest entity wherein NCM, Inc. is the primary beneficiary, under the provisions of *ASC 810—Consolidation*. Upon NCM LLC's emergence from bankruptcy, it was determined that NCM, Inc. holds the current rights that give it power to direct activities of NCM LLC that most significantly impact NCM LLC's economic performance and that NCM, Inc. has the rights to receive the significant benefits or the obligations to absorb potentially significant losses, resulting in NCM, Inc. having a controlling financial interest in NCM LLC. As a result, NCM, Inc. was deemed to be the primary beneficiary of NCM LLC and the Company has consolidated NCM LLC under the variable interest entity provisions of *ASC 810—Consolidation*. There were no changes in NCM, Inc.'s equity resulting from net income attributable to NCM, Inc. and transfers to or from noncontrolling interests for either of the three months ended March 27, 2025 and March 28, 2024.

Recently Adopted Accounting Pronouncements

The Company did not adopt any accounting pronouncements during the three months ended March 27, 2025.

Recently Issued Accounting Pronouncements

In November 2024, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2024-03, Expense Disaggregation Disclosures ("ASU 2024-03"), which expands the disclosures about a public business entity's expenses and addresses requests from investors for more detailed information about the types of expenses in commonly presented expense captions. Under the new guidance, entities must disclose additional information about certain costs and expenses on an annual and interim basis

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to enable investors to develop more decision-useful financial analyses. This guidance is effective for issuances on and after December 15, 2026. The Company does not believe this will have a material impact on the Company's Consolidated Financial Statements.

The Company has considered all other recently issued accounting pronouncements and does not believe the adoption of such pronouncements will have a material impact on its unaudited Condensed Consolidated Financial Statements or notes thereto.

2. REVENUE FROM CONTRACTS WITH CUSTOMERS AND ACCOUNTS RECEIVABLE

Revenue Recognition

The Company derives revenue principally from the sale of advertising to national, regional and local businesses in the *Noovie*® show, the Company's cinema advertising and entertainment pre-show. The Company also sells advertising through the LEN, a series of strategically placed screens located in movie theater lobbies, as well as other forms of advertising and promotions in theater lobbies. In addition, the Company sells data and digital advertising through *NCM Boost*SM and *NCM Boomerang*SM and the Company's digital gaming products. Further the Company sells advertising in a variety of complementary out-of-home venues. The Company also has a long-term agreement to exhibit the advertising of the ESA Parties' beverage suppliers.

The Company makes contractual guarantees to deliver a specified number of impressions to view the customers' advertising. If the contracted number of impressions are not delivered, the Company will run additional advertising to deliver the contracted impressions at a later date. The deferred portion of the revenue associated with undelivered impressions is referred to as a make-good provision. The Company defers the revenue associated with the make-good provision until the advertising airs to the audience specified in the advertising contract or the make-good period expires.

The Company does not have any significant contracts with customers with terms in excess of one year that are noncancellable as of March 27, 2025. Agreements with a duration of less than one year or are longer than one year that are cancellable are not considered within unsatisfied performance obligations as the Company elected to use the practical expedient in *ASC 606-10-50-14* for those contracts.

Disaggregation of Revenue

The Company disaggregates revenue based upon the type of customer: national; local and regional and beverage concessionaire. This method of disaggregation is in alignment with how revenue is reviewed by management and discussed with and historically disclosed to investors.

The following table summarizes revenue from contracts with customers for the three months ended March 27, 2025 and March 28, 2024 (in millions):

	Three Months Ended	
	March 27, 2025	March 28, 2024
National advertising revenue	\$ 27.4	\$ 29.5
Local and regional advertising revenue	4.9	5.3
ESA advertising revenue from beverage concessionaire agreements	2.6	2.6
Total revenue	<u>\$ 34.9</u>	<u>\$ 37.4</u>

Deferred Revenue and Unbilled Accounts Receivable

Revenue recognized in the three months ended March 27, 2025 that was included within the 'Deferred revenue' balance as of December 26, 2024 was \$9.8 million. As of March 27, 2025 and December 26, 2024, the Company had \$5.0 million and \$2.5 million in unbilled accounts receivable, respectively, within 'Receivables, net of allowance' within the unaudited Condensed Balance Sheets.

Allowance for Doubtful Accounts

The allowance for doubtful accounts balance is determined separately for each pool of the Company's receivables with similar risk characteristics. The Company has determined that two pools, national customers and local/regional customers, is appropriate. The changes within the allowance for doubtful accounts balances for the three months ended March 27, 2025 and March 28, 2024, respectively, were as follows (in millions):

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	Three Months Ended			
	March 27, 2025		March 28, 2024	
	Allowance for National Customer Receivables	Allowance for Local/ Regional Customer Receivables	Allowance for National Customer Receivables	Allowance for Local/ Regional Customer Receivables
Balance at beginning of period	\$ 0.1	\$ 1.2	\$ 0.1	\$ 1.3
Provision for bad debt	—	(0.1)	—	(0.1)
Balance at end of period	<u>\$ 0.1</u>	<u>\$ 1.1</u>	<u>\$ 0.1</u>	<u>\$ 1.2</u>

3. LOSS PER SHARE

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

	Three Months Ended	
	March 27, 2025	March 28, 2024
Net loss attributable to NCM, Inc. (in millions)	\$ (30.7)	\$ (34.7)
Weighted average shares outstanding:		
Basic	95,385,062	96,918,564
Add: Dilutive effect of stock options, restricted stock and exchangeable membership units	—	—
Diluted	<u>95,385,062</u>	<u>96,918,564</u>
Loss per NCM, Inc. share:		
Basic	\$ (0.32)	\$ (0.36)
Diluted	\$ (0.32)	\$ (0.36)

The effect of the 3,265 weighted average exchangeable NCM LLC common units held by AMC for the three months ended March 27, 2025 have been excluded from the calculation of diluted weighted average shares and loss per NCM, Inc. share as they were anti-dilutive. There were no weighted average exchangeable NCM LLC common units held by NCM LLC's other members for the three months ended March 28, 2024. NCM LLC common units do not participate in dividends paid on NCM, Inc.'s common stock. In addition, there were 5,347,564 and 7,108,951 stock options and non-vested (restricted) shares for the three months ended March 27, 2025 and March 28, 2024, respectively, excluded from the calculation as they were anti-dilutive. The Company's non-vested (restricted) shares do not meet the definition of a participating security as the dividends will not be paid if the shares do not vest.

4. INTANGIBLE ASSETS

The Company's intangible assets consist of contractual rights to provide its services within the theaters under the ESAs and the network affiliate agreements, as well as for customer relationships developed and maintained by the Company's sales force and trademarks held and used by the Company. The intangible assets are stated at their estimated fair values upon the reconsolidation of NCM LLC on August 7, 2023, net of accumulated amortization. The Company records amortization using the straight-line method over the estimated useful life of each intangible asset. For the contractual rights to provide advertising services within the theaters under the ESA and network affiliate agreements, the estimated useful life corresponds to the term of the ESAs and the average renewable term of the contracts with the network affiliates. For the customer relationships developed and maintained by the Company's sales force and trademarks held and used by the Company, the estimated useful life corresponds to industry standard lives for customer relationships and trademarks. In accordance with *ASC 360—Property, Plant and Equipment*, the Company continuously monitors the performance of the underlying assets for potential triggering events suggesting an impairment review should be performed. No such triggering events were identified in the three months ended March 27, 2025 and March 28, 2024.

Common Unit Adjustments—In accordance with NCM LLC's Common Unit Adjustment Agreement, on an annual basis NCM LLC determines the amount of common membership units to be issued to or returned by AMC and Cinemark based on theater additions, new builds or dispositions during the previous year. In the event that either AMC or Cinemark does not have sufficient common membership units to return, the adjustment is satisfied in cash in an amount calculated pursuant to NCM LLC's Common Unit Adjustment Agreement. In addition, NCM LLC's Common Unit Adjustment Agreement requires that a Common Unit Adjustment occur for either AMC or Cinemark if its acquisition or disposition of theaters, in a single transaction or cumulatively since the most recent Common Unit Adjustment, results in an attendance increase or decrease in excess of two percent of the annual total attendance at the prior adjustment date. Upon the issuance of common membership units, the Company records an addition to the intangible asset related to AMC and Cinemark's respective ESAs equal to the fair market value of NCM, Inc.'s publicly traded stock

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as of the date on which the common membership units were issued. The NCM LLC common membership units are fully convertible into NCM, Inc.'s common stock.

During the quarter ended March 27, 2025, in accordance with the Common Unit Adjustment Agreement, NCM LLC calculated a reduction of common membership units for AMC and Cinemark, with a net impact of \$0.2 million to the intangible asset, to be settled on April 2, 2025. During the quarter ended March 27, 2025, Cinemark, who held no membership units, remitted cash to settle the negative common membership unit adjustment, resulting in a reduction of the intangible asset of \$0.1 million as of March 27, 2025.

During the quarter ended June 27, 2024, in accordance with the Common Unit Adjustment Agreement, NCM LLC issued 135,473 common membership units to AMC and Cinemark, with a net impact of \$0.7 million to the intangible asset. On April 16, 2024, the Company elected to satisfy a redemption request from Cinemark for all of their outstanding common membership units through a cash settlement as provided in NCM LLC's Operating Agreement. This redemption reduced Cinemark's ownership interest in NCM LLC to 0.0% as of April 16, 2024 while AMC's ownership interest is de minimis.

Pursuant to and in connection with the Chapter 11 Case during the year ended December 28, 2023, NCM LLC did not issue common membership units to Cinemark for the rights to exclusive access to the theater screens and attendees added, net of dispositions, to NCM LLC's network for the 2022 fiscal year and the 16,581,829 units issued to AMC were issued and cancelled on the Effective Date.

Integration Payments and Other Encumbered Theater Payments—If an existing on-screen advertising agreement with an alternative provider is in place with respect to any acquired theaters ("Encumbered Theaters"), the applicable ESA Party may elect to receive common membership units related to those Encumbered Theaters in connection with the Common Unit Adjustment. If the ESA Party makes this election, then they are required to make payments on a quarterly basis in arrears in accordance with certain run-out provisions pursuant to the ESAs ("integration payments"). Because the Carmike Cinemas, Inc. ("Carmike") theaters acquired by AMC are subject to an existing on-screen advertising agreement with an alternative provider, AMC made integration payments to NCM LLC, prior to the 2025 AMC Agreement further described in Note 10—*Subsequent Events*. Upon the effectiveness of the 2025 AMC Agreement and assuming the opt out provision is not exercised, AMC will no longer be required to make these integration payments. Integration payments are calculated based upon the advertising cash flow that the Company would have generated if it had exclusive access to sell advertising in the theaters with pre-existing advertising agreements. The ESAs additionally entitle NCM LLC to payments related to the ESA Parties' on-screen advertising commitments under their beverage concessionaire agreements for Encumbered Theaters. These payments are also accounted for as a reduction to the intangible asset related to the ESAs. During the three months ended March 27, 2025 and March 28, 2024, the Company recorded a reduction to net intangible assets of \$0.2 million and \$0.2 million, respectively, related to integration and other Encumbered Theater payments. During the three months ended March 27, 2025 and March 28, 2024, AMC and Cinemark paid a total of \$0.3 million and \$0.3 million, respectively, in integration and Encumbered Theater payments.

As of March 27, 2025 and December 26, 2024, the Company's intangible assets related to the ESA Party agreements were \$207.4 million, net of accumulated amortization of \$30.8 million, and \$212.3 million, net of accumulated amortization of \$26.3 million, respectively, with weighted average remaining lives of 11.4 years and 11.6 years, respectively.

As of March 27, 2025 and December 26, 2024, the Company's intangible assets related to the network affiliate agreements were \$67.3 million, net of accumulated amortization of \$7.7 million, and \$68.5 million, net of accumulated amortization of \$6.5 million, respectively, with weighted average remaining lives of 14.4 years and 14.6 years, respectively.

As of March 27, 2025 and December 26, 2024, the Company's intangible assets related to customer relationships were \$54.5 million, net of accumulated amortization of \$20.5 million, and \$57.6 million, net of accumulated amortization of \$17.4 million, respectively, with weighted average remaining lives of 4.4 years and 4.6 years, respectively.

As of March 27, 2025 and December 26, 2024, the Company's intangible asset related to the trademark was \$11.9 million, net of accumulated amortization of \$3.1 million, and \$12.4 million, net of accumulated amortization of \$2.6 million, respectively, with weighted average remaining lives of 6.4 years and 6.6 years, respectively.

The estimated aggregate amortization expense for the remainder of fiscal 2025 is \$27.9 million, \$37.3 million for fiscal years 2026 through 2028, and \$32.5 million for fiscal year 2029.

5. RELATED PARTY TRANSACTIONS

AC JV, LLC Transactions—In December 2013, NCM LLC sold its Fathom Events business to a newly formed limited liability company, AC JV, LLC, owned 32% by each of the founding members and 4% by NCM LLC. The Company accounts for its investment in AC JV, LLC under the equity method of accounting in accordance with *ASC 323-30, Investments—Equity Method and Joint Ventures* ("ASC 323-30") because AC JV, LLC is a limited liability company with the characteristics of a limited partnership and ASC 323-30 requires the use of equity method accounting unless the Company's interest is so minor that it would have virtually

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no influence over partnership operating and financial policies. Although NCM LLC does not have a representative on AC JV, LLC’s Board of Directors or any voting, consent or blocking rights with respect to the governance or operations of AC JV, LLC, the Company concluded that its interest was more than minor under the accounting guidance. The Company’s investment in AC JV, LLC was \$0.9 million and \$0.8 million as of March 27, 2025 and December 26, 2024, respectively. During the three months ended March 27, 2025 and March 28, 2024, NCM LLC received cash distributions from AC JV, LLC of \$0.0 million and \$0.2 million, respectively. Equity in earnings from AC JV, LLC were \$0.1 million and \$0.4 million, for the three months ended March 27, 2025 and March 28, 2024, respectively, and are included in “Other non-operating income, net” in the unaudited Condensed Consolidated Statements of Operations.

6. BORROWINGS

The following table summarizes total outstanding debt as of March 27, 2025 and December 26, 2024 and the significant terms of its borrowing arrangements (in millions):

Borrowings	Outstanding Balance as of		Maturity Date	Interest Rate
	March 27, 2025	December 26, 2024		
2025 Credit Facility	\$ —	\$ —	January 24, 2028	(1)
Revolving Credit Facility 2023	—	10.0	August 7, 2026	(2)
Total borrowings	—	10.0		
Total borrowings, net	—	10.0		
Carrying value of long-term debt	\$ —	\$ 10.0		

(1) The interest rates on the 2025 Credit Facility is described below.

(2) The interest rates on the Revolving Credit Facility 2023 is described below.

Debt Agreement—On January 24, 2025, NCM LLC, as borrower, entered into a Loan and Security Agreement with U.S. Bank National Association, as lender. The agreement provides for a \$45.0 million senior secured revolving credit facility that matures on January 24, 2028. As of March 27, 2025, NCM LLC has not made any borrowings under the 2025 Credit Facility. Upon execution of the 2025 Credit Facility, NCM LLC recorded \$0.9 million of debt issuance costs. As of March 27, 2025 NCM LLC’s maximum availability under the \$45.0 million 2025 Credit Facility was \$44.4 million, net of letters of credit of \$0.6 million.

Borrowings under the 2025 Credit Facility may be used for, among other things, working capital and other general corporate purposes of the Company and bear interest at a floating rate equal to term SOFR (subject to a floor of zero) plus an applicable margin of 2.00%, which is subject to increase by an additional 2.00% upon the occurrence of an event of default. A commitment fee of 0.25% is payable quarterly in arrears based on the average daily amount of the undrawn portion of the commitments under the 2025 Credit Facility for the preceding quarter. The 2025 Credit Facility has a \$5.0 million sublimit for the issuance of letters of credit. Fees are payable on outstanding letters of credit at a per annum rate equal to 2.00%, plus certain customary fees payable in connection with the issuance, amendment, renewal and extension of letters of credit and the processing of drawings thereunder.

Certain of NCM LLC’s future subsidiaries (collectively, the “Guarantors”) are required to guarantee the repayment of NCM LLC’s obligations under the 2025 Credit Facility. The obligations of NCM LLC and any such Guarantors with respect to the 2025 Credit Facility are and will be secured by a pledge of substantially all assets of NCM LLC and each of the Guarantors, including, without limitation, accounts receivables, deposit accounts, intellectual property, investment property, inventory, equipment and equity interests in their respective subsidiaries.

The 2025 Credit Facility contains affirmative and negative covenants customary for financings of this type, with which NCM LLC was in compliance at March 27, 2025, including limitations on the NCM LLC’s and its subsidiaries ability to incur additional debt, grant or permit additional liens, make investments and acquisitions, merge or consolidate with others, dispose of assets, pay dividends and distributions, make equity repurchases, pay subordinated indebtedness and enter into affiliate transactions. In addition, the 2025 Credit Facility contains financial covenants requiring NCM LLC to maintain a maximum leverage ratio of no greater than 2.25 to 1.00 and a minimum fixed charge coverage ratio of no less than 1.50 to 1.00, each measured on a quarterly basis. The 2025 Credit Facility also includes events of default customary for facilities of this type and upon the occurrence of such events of default, subject to customary cure rights, all outstanding loans under the 2025 Credit Facility may be accelerated and/or the Company’s commitments terminated. The 2025 Credit Facility also contains representations, warranties, and events of defaults customary for this type of facility. As of March 27, 2025, the NCM LLC’s fixed charge coverage ratio was 8.8 to 1.0 (versus the required ratio of 1.1 to 1.0).

Loan, Security and Guarantee Agreement—On August 7, 2023, NCM LLC entered into a Loan, Security and Guarantee Agreement (the “Revolving Credit Facility 2023”) with CIT Northbridge Credit LLC as agent. The Revolving Credit Facility 2023 was an asset backed line facility where the capacity depends upon NCM LLC’s trade accounts receivable balance, as adjusted for aged

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balances and other considerations. The maximum availability NCM LLC had access to under the Revolving Credit Facility 2023 was \$55,000,000. The proceeds of the Revolving Credit Facility 2023 could have been used for, inter alia, working capital and capital expenditures. The Revolving Credit Facility 2023 was to mature on August 7, 2026. The interest rate under the Revolving Credit Facility 2023 was a base rate of SOFR benchmark plus (i) 3.75% if less than 50% of revolving commitments are utilized or (ii) 4.50% if 50% or more of revolving commitments are utilized (utilizing the average revolver usage for the prior calendar month as a benchmark for this determination). The Revolving Credit Facility 2023 also contained a financial maintenance covenant requiring that the fixed charge coverage ratio ending on the last day of each fiscal month is at least 1.1 to 1.0 during a “Trigger Period.” A Trigger Period began upon (i) an event of default or (ii) if availability was less than the greater of (a) \$5,000,000 and (b) 10% of aggregate revolving commitments. A Trigger Period ended only if (i) no event of default existed for the preceding thirty (30) consecutive days and (ii) availability was greater than both (a) \$5,000,000 and (b) 10% of aggregate revolving commitments. Upon the effectiveness of the Revolving Credit Facility 2023, NCM LLC immediately drew \$10.0 million from the facility, which represents the only amount outstanding under the Revolving Credit Facility 2023 at any time. The Revolving Credit Facility 2023 also contained customary representations, warranties, covenants, events of default, terms and conditions, including limitations on liens, incurrence of debt, mergers and significant asset dispositions.

In connection with entering into the 2025 Credit Facility, NCM LLC repaid the \$10.0 million balance outstanding in full and terminated all commitments under its Revolving Credit Facility 2023, and in connection with this termination, paid a prepayment fee equal to 1% of the total commitment. This resulted in a loss on debt extinguishment of \$1.8 million within the three months ended March 27, 2025.

7. INCOME TAXES

Changes in the Company’s Effective Tax Rate—The Company recorded income tax expense of \$0.0 million for the three months ended March 27, 2025 and March 28, 2024, resulting in an effective tax rate of 0.0% for these periods. The Company held a full valuation allowance on its net deferred tax assets as of December 26, 2024 following the determination it was more-likely-than-not that the Company will not be able to realize the benefit of those assets. The Company maintained a full valuation allowance as of March 27, 2025, resulting in deferred tax expense of \$0.0 million for the three months ended March 27, 2025 and the Company’s effective tax rate of 0.0%.

8. COMMITMENTS AND CONTINGENCIES

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

Operating Commitments—Facilities—The Company has entered into operating lease agreements for its corporate headquarters and other regional offices. The Company has right-of-use (“ROU”) assets of \$11.8 million and short-term and long-term lease liabilities of \$1.9 million and \$11.9 million, respectively, on the balance sheet as of March 27, 2025 for all material leases with terms longer than twelve months. As of December 26, 2024, the Company had ROU assets of \$12.2 million and short-term and long-term lease liabilities of \$1.7 million and \$12.5 million, respectively, for all material leases with terms longer than twelve months. These balances are included within ‘Other assets’, ‘Other current liabilities’ and ‘Other liabilities’, respectively, on the unaudited Condensed Consolidated Balance Sheets. As of March 27, 2025, the Company had a weighted average remaining lease term of 7.3 years on these leases. When measuring the ROU assets and lease liabilities recorded, the Company utilized its incremental borrowing rate in order to determine the present value of the lease payments as the leases do not provide an implicit rate. The Company used the rate of interest that it would have paid to borrow on a collateralized basis over a similar term for an amount equal to the lease payments in a similar economic environment. As of March 27, 2025, the Company’s weighted average annual discount rate used to establish the ROU assets and lease liabilities was 4.8%.

During the three months ended March 27, 2025 and March 28, 2024, the Company recognized the following components of total lease cost (in millions). These costs are presented within ‘Selling and marketing costs’ and ‘Administrative and other costs’ within the unaudited Condensed Consolidated Statements of Operations depending upon the nature of the use of the facility.

	Three Months Ended	
	March 27, 2025	March 28, 2024
Operating lease cost	\$ 0.6	\$ 0.8
Variable lease cost	0.1	0.1
Total lease cost	<u>\$ 0.7</u>	<u>\$ 0.9</u>

The Company made total lease payments of \$0.5 million and \$0.8 million during the three months ended March 27, 2025 and March 28, 2024, respectively. These payments are included within cash flows from operating activities within the unaudited Condensed Consolidated Statement of Cash Flows.

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Operating Commitments—ESAs and Affiliate Agreements—The Company has entered into long-term ESAs and multi-year agreements with third-party theater circuits. The ESAs and network affiliate agreements grant NCM LLC exclusive rights in their theaters to sell advertising, subject to limited exceptions. The Company recognized the intangibles upon the reconsolidation of NCM LLC on August 7, 2023. Additions to the intangible assets may be recognized upon issuance of membership units to the ESA Parties in accordance with NCM LLC’s Common Unit Adjustment Agreement and upfront cash payments to the affiliates for the contractual rights to provide the Company’s services within their theaters as further discussed within Note 4—*Intangible Assets*. These ESAs and network affiliate agreements are considered leases under ASC 842—*Leases* ("ASC 842") once the asset is identified and the period of control is determined upon the scheduling of the showtimes by the exhibitors, typically one week prior to the showtime. As such, the leases are considered short-term in nature, specifically less than one month. Within ASC 842, leases with terms of less than one month are exempt from the majority of the accounting and disclosure requirements, including disclosure of short-term lease expense. No ROU assets or lease liabilities were recognized for these agreements and no change to the balance sheet presentation of the intangible assets was necessary. However, the amortization of these intangible assets is considered lease expense and is presented within ‘Amortization expense’ within the unaudited Condensed Consolidated Statement of Operations. The Company recorded \$5.7 million and \$5.9 million in amortization of these intangible assets in the three months ended March 27, 2025 and March 28, 2024, respectively.

In consideration for NCM LLC’s access to the ESA Parties’ theater attendees for on-screen advertising and use of lobbies and other space within the ESA Parties’ theaters for the LEN and lobby promotions, the ESA Parties receive a monthly theater access fee under the ESAs. The theater access fee is composed of a fixed payment per patron, a fixed payment per digital screen (connected to the DCN) and a fee for access to higher quality digital cinema equipment. The payment per theater patron increases by 8% every five years. The payment per theater patron increased in 2022 and will again in fiscal year 2027, and the payment per digital screen and for digital cinema equipment increases annually by 5%. The theater access fee paid in the aggregate cannot be less than 12% of NCM LLC’s aggregate advertising revenue (as defined in the ESA), or it will be adjusted upward to reach this minimum payment. As of March 27, 2025 and December 26, 2024, the Company had no liabilities recorded for the minimum payment, as the theater access fee was in excess of the minimum.

Following the 2019 ESA Amendments, Cinemark receives an additional monthly theater access fee that began on November 1, 2019 in consideration for NCM LLC's access to certain on-screen advertising inventory after the advertised showtime of a feature film. These fees are also based upon a fixed payment per patron: \$0.052 per patron beginning on November 1, 2022 and increasing 8% every five years beginning November 1, 2027. Additionally, following the 2019 ESA Amendments, beginning on November 1, 2019, NCM LLC is entitled to display the Platinum Spot, an additional single unit that is either 30 or 60 seconds of the *Noovie*® pre-show in the trailer position directly prior to the “attached” trailers preceding the feature film. The “attached” trailers are those provided by studios to Cinemark that are with the feature film, which is at least one trailer, but sometimes two or more trailers. In consideration for the utilization of the theaters for the Platinum Spots, Cinemark is entitled to receive a percentage of all revenue generated for the actual display of Platinum Spots in their applicable theaters, subject to a specified minimum. If NCM LLC runs advertising in more than one concurrent advertisers’ Platinum Spot for any portion of the network over a period of time, then NCM LLC will be required to satisfy a minimum average CPM for that period of time. The Company does not owe any theater access fees or any Platinum Spot revenue share when the theaters are not displaying the Company's pre-show or when the Company does not have access to the theaters. The digital screen fee is calculated based upon average screens in use during each month.

Upon the effectiveness of the 2025 AMC Agreement, the Company and AMC agreed to revise the payment structure, which will be based on the attendance, the operating screens and the revenue generated by the Company through advertising displayed in AMC’s theaters. The revised consideration will be effective beginning on July 1, 2025.

The network affiliates compensation is considered variable lease expense and varies by circuit depending upon the agreed upon terms of the network affiliate agreement. The majority of agreements are centered around a revenue share where an agreed upon percentage of the advertising revenue received from a theater’s attendance is paid to the circuit. As part of the network affiliate agreements entered into in the ordinary course of business under which the Company sells advertising for display in various network affiliate theater chains, the Company has agreed to certain minimum revenue guarantees on a per attendee basis. If a network affiliate achieves the attendance set forth in their respective agreement, the Company has guaranteed minimum revenue for the network affiliate per attendee if such amount paid under the revenue share arrangement is less than its guaranteed amount. As of March 27, 2025, the maximum potential amount of future payments the Company could be required to make pursuant to the minimum revenue guarantees is \$302.8 million over the remaining terms of the network affiliate agreements. These minimum guarantees relate to various affiliate agreements ranging in term from two years to fifteen years, prior to any renewal periods of which some are at the option of the Company. The Company accrued \$0.1 million and \$0.7 million related to affiliate agreements with guaranteed minimums in excess of the revenue share agreement as of March 27, 2025 and December 26, 2024, respectively, within ‘Accounts payable’ in the Unaudited Condensed Consolidated Balance Sheet. As the guaranteed minimums are based upon agreed upon minimum attendance or affiliate revenue levels, the Company will not incur minimum revenue share fees during a period of time the minimum theater attendance or revenue levels are not met by the affiliate.

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9. FAIR VALUE MEASUREMENTS

All current assets and liabilities are estimated to approximate their fair value due to the short-term nature of these balances. Fair value is the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is estimated by applying the following hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

Level 1—Quoted prices in active markets for identical assets or liabilities.

Level 2—Observable inputs other than quoted prices in active markets for identical assets and liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3—Inputs that are generally unobservable and typically reflect management’s estimate of assumptions that market participants would use in pricing the asset or liability.

Non-Recurring Measurements—Certain assets are measured at fair value on a non-recurring basis. These assets are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances. These assets include long-lived assets, intangible assets, other investments, notes receivable and borrowings.

Long-Lived Assets, Intangible Assets and Other Investments—The Company regularly reviews long-lived assets (primarily property, plant and equipment), intangible assets and investments accounted for under the cost or equity method for impairment whenever certain qualitative factors, events or changes in circumstances indicate that the carrying amounts of the assets may not be fully recoverable. When the estimated fair value is determined to be lower than the carrying value of the asset, an impairment charge is recorded to write the asset down to its estimated fair value.

Other investments consisted of the following (in millions):

	As of	
	March 27, 2025	December 26, 2024
Investment in AC JV, LLC	\$ 0.9	\$ 0.8
Other investments	3.0	3.0
Total	\$ 3.9	\$ 3.8

As of March 27, 2025, no observable price changes or impairments have been recorded as a result of the Company’s qualitative assessment of identified events or changes in the circumstances of the remaining investments. The investment in AC JV, LLC was initially valued using comparative market multiples. The other investments were recorded based upon the fair value of the services provided or to be provided in exchange for the investment. As the inputs to the determination of fair value are based upon non-identical assets and use significant unobservable inputs, they have been classified as Level 3 in the fair value hierarchy.

Borrowings—The carrying amount of the Revolving Credit Facility 2023 as of December 26, 2024 was considered a reasonable estimate of fair value due to the respective floating-rate terms.

Recurring Measurements—All current assets and liabilities are estimated to approximate their fair value due to the short-term nature of these balances. The fair values of the Company’s assets and liabilities measured on a recurring basis pursuant to *ASC 820-10 Fair Value Measurements and Disclosures* are as follows (in millions):

	Fair Value As of March 27, 2025	Fair Value Measurements at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
ASSETS:				
Cash equivalents (1)	\$ 26.6	\$ 26.6	\$ —	\$ —
Short-term marketable securities (2)	0.1	—	0.1	—
Total assets	\$ 26.7	\$ 26.6	\$ 0.1	\$ —

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	Fair Value As of December 26, 2024	Fair Value Measurements at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
ASSETS:				
Cash equivalents (1)	\$ 41.2	\$ 41.2	\$ —	\$ —
Short-term marketable securities (2)	0.1	—	0.1	—
Total assets	\$ 41.3	\$ 41.2	\$ 0.1	\$ —

- (1) *Cash equivalents*—The Company’s cash equivalents are carried at estimated fair value. Cash equivalents consist of money market accounts which the Company has classified as Level 1 given the active market for these accounts.
- (2) *Short-term marketable securities*—The carrying amount and fair value of the marketable securities are equivalent since the Company accounts for these instruments at fair value. The Company’s certificates of deposit are valued at cost plus interest. The inputs in the valuation are classified as Level 1 if there is an active market for these securities; however, if an active market does not exist, the inputs are recorded at a lower level in the fair value hierarchy. The value of the certificates of deposit is derived from contractual terms. The inputs to the valuation pricing models are observable, and as such are generally classified as Level 2 in the fair value hierarchy.

The amortized cost basis, aggregate fair value and maturity of the marketable securities the Company held as of March 27, 2025 are as follows:

	As of March 27, 2025		
	Amortized Cost Basis (in millions)	Aggregate Fair Value (in millions)	Maturities (in years)
MARKETABLE SECURITIES:			
Short-term certificates of deposit	\$ 0.1	\$ 0.1	0.4
Total short-term marketable securities	0.1	0.1	
Total marketable securities	\$ 0.1	\$ 0.1	

	As of December 26, 2024		
	Amortized Cost Basis (in millions)	Aggregate Fair Value (in millions)	Maturities (in years)
MARKETABLE SECURITIES:			
Short-term certificates of deposit	\$ 0.1	\$ 0.1	0.1
Total short-term marketable securities	0.1	0.1	
Total marketable securities	\$ 0.1	\$ 0.1	

10. SUBSEQUENT EVENTS

Share Repurchase Program—Subsequent to the three months ended March 27, 2025, in accordance with the stock repurchase plan approved on March 18, 2024 by the Company’s Board of Directors, 823,598 additional shares were repurchased on the open market for \$4.8 million. In accordance with ASC 505 —Equity, these shares were retired and any excess over par value paid was recorded as a reduction to retained earnings.

2025 AMC ESA Agreement—On April 17, 2025, the Company and AMC entered into the 2025 AMC Agreement. The 2025 AMC Agreement extends the term of the ESA, modifies the program distributed by NCM LLC in AMC theaters and adjusts the consideration paid by NCM LLC. The term of the 2025 AMC Agreement is extended by five years through February 13, 2042. In consideration for the rights to display advertising, the Company and AMC agreed to revise the payment structure, which will be based on the attendance, the operating screens and the revenue generated by the Company through advertising displayed in AMC’s theaters. The revised consideration will be effective beginning on July 1, 2025. AMC will continue to pay the Company for the time used to satisfy AMC’s on-screen advertising commitments under its beverage concessionaire agreement. The Company will continue to have the exclusive right to display third-party advertising in AMC theater lobbies and the parties have agreed to work together to modernize the lobby video screen network. The Pre-Feature Program Show Structure in AMC theaters has also been adjusted to closely align with the predominant pre-feature program show structure in NCM LLC’s advertising network, including the amount and timing of display. The parties have also agreed that in limited circumstances during the 3-month period beginning on the 18-month anniversary

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of July 1, 2025, (the "New Agreement Effective Date"), there is a limited right to revert certain provisions back to the provisions of the parties' original ESA.

On April 17, 2025, the Company and AMC also entered into the AMC Termination Agreement by and among NCM LLC, the Company and AMC, AMC waived all rights and interests as to the TRA, the Common Unit Adjustment Agreement, the Director Designation Agreement, the Registration Rights Agreement and all the other joint venture agreements described in NCM LLC's Third Amended and Restated Limited Liability Company Operating Agreement, as amended. Under the AMC Termination Agreement, the Company and NCM LLC, and AMC waived and released claims against the other party. In connection with the Termination Agreement, NCM LLC and AMC agreed to dismiss with prejudice the ongoing litigation between the parties related to the confirmation of NCM LLC's Chapter 11 plan, and assuming the opt out provision is not exercised, AMC will no longer be required to make integration and other encumbered theater payments, as further described in Note 4—*Intangible Assets*.

Upon entering into the 2025 AMC Agreement, the Company identified a triggering event for the intangible asset related to the ESAs, but does not anticipate the changes in the consideration paid to AMC to result in a material impairment to 'Intangible assets, net of accumulated amortization' within the unaudited Condensed Consolidated Balance Sheets. Upon the effectiveness of the AMC Termination Agreement, the Company does expect a \$10.6 million decrease in 'Amounts due from ESA Parties' and a corresponding increase to 'Intangible assets, net of accumulated amortization' within the unaudited Condensed Consolidated Balance Sheets, due to the waiver of the Company's rights to the currently outstanding integration payments. Additionally, following the waiver of AMC's rights under the TRA, the Company expects a material decrease to the 'Payable under the TRA' within the unaudited Condensed Consolidated Balance Sheets.

Dividend—On May 1, 2025, the Company declared a cash dividend of \$0.03 per share (approximately \$2.8 million) on each share of the Company's common stock (not including outstanding restricted stock units which will accrue dividends until the shares vest) to stockholders of record on May 16, 2025 to be paid on May 30, 2025.

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

Some of the information in this Quarterly Report on Form 10-Q includes “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934 (the “Exchange Act”), as amended. All statements other than statements of historical facts included in this Form 10-Q, including, without limitation, certain statements under “Management’s Discussion and Analysis of Financial Condition and Results of Operations” may constitute forward-looking statements. In some cases, you can identify these “forward-looking statements” by the specific words, including but not limited to “may,” “should,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “forecasts,” “predicts,” “potential” or “continue” or the negative of those words and other comparable words. These forward-looking statements involve risks and uncertainties. Our actual results could differ materially from those indicated in these statements as a result of certain factors as more fully discussed under the heading “Risk Factors” in our Annual Report on Form 10-K for the Company’s fiscal year ended December 26, 2024. Investors are cautioned not to place undue reliance on any such forward-looking statements, which speak to the information only as of the date they are made. We undertake no obligation to update any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by law. The following discussion and analysis is a supplement to and should be read in conjunction with the unaudited Condensed Consolidated Financial Statements and notes thereto included herein and the audited financial statements and other disclosure included in our Annual Report on Form 10-K for the Company’s fiscal year ended December 26, 2024. In the following discussion and analysis, the term net income refers to net income attributable to the Company.

Overview

National CineMedia is the largest cinema advertising platform in the U.S. With unparalleled reach and scale, NCM connects brands to sought-after young, diverse audiences through the power of movies and pop culture. A premium video, full-funnel marketing solution for advertisers, NCM enhances marketers’ ability to measure and drive results. We currently derive revenue principally from the sale of advertising to national, regional and local businesses in The *Noovie*® Show, our cinema advertising and entertainment show seen on movie screens across the U.S.

We present multiple formats of The *Noovie* Show depending on the theater circuit in which it runs, which may include Post-Showtime advertising inventory after the advertised showtime. As of March 27, 2025, theaters presenting The *Noovie* Show format with Post-Showtime Inventory made up approximately 65.2% of our network. All other NCM network theater circuits, which make up the remaining 34.8% of our network, present The *Noovie* Show, without Post-Showtime advertising inventory. Following the 2025 AMC Agreement defined within “Recent Developments” below, 96.5% of our network will present the *Noovie* Show format with Post-Showtime Inventory. The movie trailers presented by the theater circuits that run before the feature film are not part of The *Noovie* Show.

We also sell advertising on our lobby network (“LEN”), a series of strategically placed screens located in movie theater lobbies, as well as other forms of advertising and promotions in theater lobbies. In addition, we sell data and digital advertising through NCMx™, NCM BoostSM and NCM BoomerangSM services and through our *Noovie* digital properties. We also sell advertising across a variety of complementary out of home venues. In combination, our multimedia advertising connects brands with audiences across all screens, both in theaters and beyond, before, during and after their moviegoing experience. As of March 27, 2025, 7.4 million moviegoers have downloaded our mobile apps. These downloads and the acquisition of second- and third-party data have resulted in approximately 1.3 billion data sets as of March 27, 2025. We have long-term ESAs (approximately 13.8 weighted average years remaining, 16.4 years remaining subsequent to the 2025 AMC Agreement, as defined below) and multi-year agreements with our network affiliates, which expire at various dates between July 2025 and July 2033. The weighted average remaining term of the ESAs and the network affiliate agreements is 11.0 years as of March 27, 2025. Subsequent to the 2025 AMC Agreement, defined within “Recent Developments” below, the weighted average remaining term of the ESAs and the network affiliate agreements is 12.6 years. The ESAs and network affiliate agreements grant NCM LLC exclusive rights in their theaters to sell advertising, subject to limited exceptions. Our *Noovie* Show and LEN programming are distributed predominantly via satellite through our proprietary digital content network (“DCN”).

Management focuses on several measurements that we believe provide us with the necessary ratios and key performance indicators to manage our business, determine how we are performing versus our internal goals and targets, and against the performance of our competitors and other benchmarks in the marketplace in which we operate. We focus on many operating metrics including revenue, Adjusted OIBDA and Adjusted OIBDA margin, as some of our primary measurement metrics. In addition, we monitor our monthly advertising performance measurements, including advertising inventory utilization, advertising pricing (“CPM”), local advertising rate per theater per week, advertising revenue per attendee, as well as significant operating expenses and related trends. We also monitor free cash flow, cash balances, the fixed charge coverage ratio and revolving credit facility availability to ensure financial debt covenant compliance and that there is adequate cash availability to fund our working capital needs, debt obligations and any future dividends declared by our Board of Directors.

Our operating results may be affected by a variety of internal and external factors and trends described more fully in the section entitled “Risk Factors” in our Annual Report on Form 10-K filed with the SEC on March 6, 2025 for our fiscal year ended December 26, 2024.

Recent Developments

2025 AMC ESA Agreement—On April 11, 2025, the Company and AMC entered into the Second Amended and Restated Exhibitor Services Agreement (the “2025 AMC Agreement”). The 2025 AMC Agreement extends the term of the ESA with AMC, modifies the program distributed by NCM LLC in AMC theaters and adjusts the consideration paid by NCM LLC. The term of the 2025 AMC Agreement is extended by five years through February 13, 2042. In consideration for the rights to display advertising, the Company and AMC agreed to revise the payment structure, which will be based on the attendance, the operating screens and the revenue generated by the Company through advertising displayed in AMC’s theaters. The revised consideration will be effective beginning on July 1, 2025 (the “New Agreement Effective Date”). AMC will continue to pay the Company for the time used to satisfy AMC’s on-screen advertising commitments under its beverage concessionaire agreement. The Company will continue to have the exclusive right to display third-party advertising in AMC theater lobbies and the parties have agreed to work together to modernize the lobby video screen network. The Pre-Feature Program Show Structure in AMC theaters has also been adjusted to closely align with the predominant pre-feature program show structure in NCM LLC's advertising network, including the amount and timing of display. The parties have also agreed that in limited circumstances during the 3-month period beginning on the 18-month anniversary of the New Agreement Effective Date, there is a limited right to revert certain provisions back to the provisions of the parties' ESA prior to this amendment.

On April 11, 2025, the Company and AMC also entered into a separate termination agreement (the “AMC Termination Agreement”) by and among NCM LLC, the Company and AMC, AMC waived all rights and interests as to the Tax Receivable Agreement, the Common Unit Adjustment Agreement, the Director Designation Agreement, the Registration Rights Agreement and all the other joint venture agreements described in NCM LLC’s Third Amended and Restated Limited Liability Company Operating Agreement, as amended. Under the AMC Termination Agreement, the Company and NCM LLC, and AMC waived and released claims against the other party. In connection with the Termination Agreement, NCM LLC and AMC agreed to dismiss with prejudice the ongoing litigation between the parties related to the confirmation of NCM LLC’s Chapter 11 plan.

Debt Agreement—On January 24, 2025, NCM LLC, as borrower, entered into a Loan and Security Agreement with U.S. Bank National Association, as lender (the “2025 Credit Facility”). The agreement provides for a \$45.0 million senior secured revolving credit facility that matures on January 24, 2028. In connection with entering into the 2025 Credit Facility, NCM LLC repaid in full the \$10.0 million balance outstanding and terminated all commitments under its Revolving Credit Facility 2023, and in connection with this termination, paid a prepayment fee equal to 1% of the total commitment. The 2025 Credit Facility is expected to result in a meaningful reduction of the Company’s overall interest expense, extends the maturity date to 2028 and is a cash flow-based revolving loan compared to the asset-based revolving loan of the Revolving Credit Facility 2023. As of March 27, 2025, NCM LLC has not made any borrowings under the 2025 Credit Facility. Borrowings under the 2025 Credit Facility may be used for, among other things, working capital and other general corporate purposes of the Company and bear interest at a floating rate equal to term SOFR (subject to a floor of zero) plus an applicable margin of 2.00%, which is subject to increase by an additional 2.00% upon the occurrence of an event of default.

Share Repurchase Program—On March 18, 2024, the Board of Directors of the Company approved a stock repurchase program under which the Company is authorized to use assets of the Company to repurchase up to \$100.0 million of shares of the Company’s Common Stock, exclusive of any fees, commissions or other expenses related to such repurchases, from time to time over a period of three years. Shares may be repurchased under the program through open market purchases, block trades, or accelerated or other structured share repurchase programs. During the three months ended March 27, 2025, 1,455,668 shares were repurchased on the open market. In accordance with *Accounting Standards Codification* (“ASC”) 505—*Equity*, these shares were retired and any excess over par value paid was recorded as a reduction to retained earnings of \$9.0 million for the three months ended March 27, 2025. As of March 27, 2025, 4,804,257 shares have been repurchased on the open market since the program's inception.

Bankruptcy Filing, Deconsolidation and Reconsolidation of NCM LLC

On April 11, 2023 NCM LLC filed a voluntary petition for reorganization (the “Chapter 11 Case”) with a prearranged Chapter 11 plan under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the U.S. Bankruptcy Court for the Southern District of Texas (“Bankruptcy Court”). During the Chapter 11 Case, the Company was deemed to no longer control NCM LLC for accounting purposes and NCM LLC was deconsolidated from the Company’s financial statements prospectively as of April 11, 2023 and recorded a gain on deconsolidation of \$557.7 million within the second quarter of 2023. NCM, Inc. continued to operate as the manager of the debtor-in-possession pursuant to the authority granted under Chapter 11 of the Bankruptcy Code throughout the Chapter 11 Case.

On June 27, 2023, the Bankruptcy Court entered an order (the “Confirmation Order”) confirming NCM LLC’s Modified First Amended Plan of Reorganization of National CineMedia, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 428] (as may be amended, modified, or supplemented from time to time, the “Plan”) and approving the Amended Disclosure Statement for First Amended Chapter 11 Plan of Reorganization of National CineMedia, LLC [Docket No. 250] (the “Disclosure Statement”) on a final basis. Following confirmation of the Plan on August 7, 2023 (the “Effective Date”), all the conditions to effectiveness of the Plan were satisfied or waived, the Restructuring Transactions (as defined in the “Plan”) were substantially consummated and NCM LLC emerged from bankruptcy. Among other things, on the Effective Date, in accordance with the Plan, all common units under the NCM

LLC's Third Amended and Restated Limited Liability Company Operating Agreement (the "NCM LLC Operating Agreement") were canceled and extinguished, NCM, Inc. received NCM LLC common units and transferred the NCM Capital Contribution (as defined in the Plan) of approximately \$15.5 million to NCM LLC, NCM LLC assumed certain unexpired Executory Contracts and Unexpired Leases (each, as defined in the Plan), including AMC's and Cinemark's ESAs, NCM LLC transferred \$8.8 million of cash to a professional fees escrow account and \$15.0 million to an unsecured creditor settlements escrow account for the General Unsecured Claim Pool (as defined in the Plan). NCM LLC commenced distributions to creditors, including the issuance of shares of NCM, Inc. common stock to holders of Secured Debt Claims (as defined in the Plan) and NCM LLC entered into an Exit Facility (as defined in the Plan and also referred to as the "Revolving Credit Facility 2023") to support operations upon emergence. As a result of the Plan, all historical debt of NCM LLC was discharged and NCM LLC recorded a gain on bankruptcy of \$916.4 million for the year ended December 26, 2024.

Additionally, upon emergence from bankruptcy, NCM, Inc., regained control and retained 100.0% ownership of NCM LLC, after taking into account elections by the holders of Secured Debt Claims to receive NCM, Inc. common stock in lieu of NCM LLC common units and was therefore reconsolidated into the Company's financial statements prospectively as of August 7, 2023 akin to an acquisition under *ASC 805 – Business Combinations*. In accordance with *ASC 805 – Business Combinations*, the assets and liabilities of NCM LLC were adjusted to their estimated fair value as of the Effective Date. All activity during the Chapter 11 Case from April 11, 2023 to August 7, 2023 when NCM LLC was deconsolidated from NCM, Inc. represents activity and balances for NCM, Inc. standalone. All activity and balances prior to the deconsolidation of NCM LLC on April 11, 2023 and after the reconsolidation of NCM LLC on August 7, 2023 represent NCM, Inc. consolidated, inclusive of NCM LLC.

As of March 27, 2025, the Company had not completed all agreed upon payments to the General Unsecured Claim Pool and held a total of \$3.0 million within the escrow accounts and accruals, presented within 'Restricted cash' and 'Accounts payable' on the unaudited Condensed Consolidated Balance Sheet as of March 27, 2025. On March 28, 2025, a final decree was entered by the Bankruptcy Court administratively closing the Chapter 11 Case. After this administrative closing the Bankruptcy Court will continue to have jurisdiction over the ongoing claims related to the Chapter 11 Case.

Summary Historical and Operating Data

You should read this information with the other information contained in this document, and our unaudited historical financial statements and the notes thereto included elsewhere in this document.

Our Operating Data—The following table presents operating data and Adjusted OIBDA (dollars in millions, except share and margin data):

	Q1 2025	Q1 2024	% Change Q1 2024 to Q1 2025
Revenue	\$ 34.9	\$ 37.4	(6.7%)
Operating expenses:			
Network operating costs	3.1	3.6	(13.9%)
Theater exhibition fees	21.7	22.5	(3.6%)
Selling and marketing costs	10.7	10.0	7.0%
Administrative and other costs	12.9	13.5	(4.4%)
Depreciation expense	1.1	1.0	10.0%
Amortization expense	9.3	9.5	(2.1%)
Total operating expenses	58.8	60.1	(2.2%)
Operating loss	(23.9)	(22.7)	5.3%
Non-operating expense	6.8	12.0	(43.3%)
Net loss attributable to NCM, Inc.	\$ (30.7)	\$ (34.7)	(11.5%)
Net loss per NCM, Inc. basic share	\$ (0.32)	\$ (0.36)	(11.1%)
Net loss per NCM, Inc. diluted share	\$ (0.32)	\$ (0.36)	(11.1%)
Adjusted OIBDA	\$ (9.0)	\$ (5.7)	57.9%
Adjusted OIBDA margin	(25.8%)	(15.2%)	69.2%
Total theater attendance (in millions) (1)	72.3	75.8	(4.6%)
Total screens	17,875	18,297	(2.3%)
Total ESA Party screens	9,438	9,552	(1.2%)

(1) Represents the total attendance within NCM LLC's advertising network, excluding screens and attendance associated with AMC Carmike theaters that are currently part of another cinema advertising network for each of the periods presented. Refer to Note 4 to the unaudited Condensed Consolidated Financial Statements included elsewhere in this document.

Non-GAAP Financial Measures

Adjusted OIBDA and Adjusted OIBDA margin are financial measures that are not calculated in accordance with GAAP in the United States. Adjusted OIBDA represents operating income before depreciation and amortization expense adjusted to also exclude non-cash share-based compensation costs, impairment of long-lived assets, workforce reorganization costs, system optimization costs, satellite transition costs and advisor fees related to involvement in Regal's Chapter 11 case (the "Cineworld Proceeding") and the Chapter 11 Case. Adjusted OIBDA margin is calculated by dividing Adjusted OIBDA by total revenue. Our management uses these non-GAAP financial measures to evaluate operating performance, to forecast future results and as a basis for compensation. The Company believes these are important supplemental measures of operating performance because they eliminate items that have less bearing on its operating performance and highlight trends in its core business that may not otherwise be apparent when relying solely on GAAP financial measures. The Company believes the presentation of these measures is relevant and useful for investors because it enables them to view performance in a manner similar to the method used by the Company's management, helps improve their ability to understand the Company's operating performance and makes it easier to compare the Company's results with other companies that may have different depreciation and amortization policies, non-cash share-based compensation programs, impairment of long-lived assets, workforce reorganization costs, system optimization costs, satellite transition costs and advisor fees related to involvement in the Cineworld Proceeding and Chapter 11 Case, interest rates, debt levels or income tax rates. A limitation of these measures, however, is that they exclude depreciation and amortization, which represent a proxy for the periodic costs of certain capitalized tangible and intangible assets used in generating revenues in the Company's business. In addition, Adjusted OIBDA has the limitation of not reflecting the effect of the Company's share-based payment costs, impairments of long-lived assets, workforce reorganization costs, system optimization costs, satellite transition costs and advisor fees related to involvement in the Cineworld Proceeding and Chapter 11 Case. Adjusted OIBDA should not be regarded as an alternative to operating income, net income or as indicators of operating performance, nor should it be considered in isolation of, or as substitutes for financial measures prepared in accordance with GAAP. The Company believes that operating income is the most directly comparable GAAP financial measure to Adjusted OIBDA, and operating margin is the most directly comparable GAAP financial measure to Adjusted AOIBDA margin. Because not all companies use identical calculations, these non-GAAP presentations may not be comparable to other similarly titled measures of other companies, or calculations in the Company's debt agreement.

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

	Q1 2025	Q1 2024
Operating loss	\$ (23.9)	\$ (22.7)
Depreciation expense	1.1	1.0
Amortization expense	9.3	9.5
Share-based compensation costs (1)	2.7	2.6
Impairment of long-lived assets (2)	—	0.1
Workforce reorganization costs (3)	—	1.5
System optimization costs (4)	0.2	—
Satellite transition costs (5)	—	—
Fees and expenses related to the Cineworld Proceeding and Chapter 11 Case (6)	1.6	2.3
Adjusted OIBDA	<u>\$ (9.0)</u>	<u>\$ (5.7)</u>
Total revenue	<u>\$ 34.9</u>	<u>\$ 37.4</u>
Operating margin	(68.5%)	(60.7%)
Adjusted OIBDA margin	(25.8%)	(15.2%)

- (1) Share-based compensation costs are included in network operations, selling and marketing and administrative expense in the Company's unaudited Condensed Consolidated Financial Statements.
- (2) The impairment of long-lived assets primarily relates to the write down of certain assets related to leasehold improvements no longer in use.
- (3) Workforce reorganization costs represent redundancy costs associated with changes to the Company's workforce primarily implemented during 2024, as well as related office relocations.
- (4) System optimization costs represent costs incurred related to a one-time assessment of the technology surrounding the Company's programmatic offerings beginning in the third quarter of 2024.
- (5) One-time costs of transitioning satellite providers during 2024.
- (6) Advisor and legal fees and expenses incurred in connection with the Company's involvement in the Cineworld Proceeding and Chapter 11 Case and related appeals, as well as insurance and retention related expenses.

Basis of Presentation

The results of operations data for the three months ended March 27, 2025 (first quarter of 2025) and March 28, 2024 (first quarter of 2024) were derived from the unaudited Condensed Consolidated Financial Statements and accounting records of NCM, Inc. and should be read in conjunction with the accompanying notes.

Results of Operations

First Quarter of 2025 and First Quarter of 2024.

Revenue. Total revenue decreased \$2.5 million, or 6.7%, from \$37.4 million for the first quarter of 2024 to \$34.9 million for the first quarter of 2025. The following is a summary of revenue by category (in millions):

	Q1 2025	Q1 2024	\$ Change Q1 2024 to Q1 2025	% Change Q1 2024 to Q1 2025
National advertising revenue	\$ 27.4	\$ 29.5	\$ (2.1)	(7.1)%
Local and regional advertising revenue	4.9	5.3	(0.4)	(7.5)%
ESA Party advertising revenue from beverage concessionaire agreements	2.6	2.6	—	0.0%
Total revenue	\$ 34.9	\$ 37.4	\$ (2.5)	(6.7)%

The following table shows data on theater attendance and revenue per attendee for the three months ended March 27, 2025 and March 28, 2024:

	Q1 2025	Q1 2024	% Change Q1 2024 to Q1 2025
National advertising revenue per attendee	\$0.379	\$0.389	(2.6)%
Local and regional advertising revenue per attendee	\$0.068	\$0.070	(3.2)%
Total advertising revenue (excluding ESA Party beverage revenue) per attendee	\$0.447	\$0.459	(2.7)%
Total revenue per attendee	\$0.483	\$0.493	(2.1)%
Total theater attendance (in millions) (1)	72.3	75.8	(4.6)%

(1) Represents the total attendance within our advertising network, excluding screens and attendance associated with certain AMC Carmike theaters that were part of another cinema advertising network during the periods presented.

National advertising revenue. National advertising revenue decreased by \$2.1 million, or 7.1%, from \$29.5 million for the first quarter of 2024 to \$27.4 million for the first quarter of 2025. The decrease in national advertising revenue was primarily due to a 7.6% decrease in national advertising utilization in the first quarter of 2025, as compared to the first quarter of 2024 as well as a 4.6% decrease in network attendance. These decreases were partially offset by a 1.3% increase in national advertising CPMs in the first quarter of 2025, as compared to the first quarter of 2024.

Local and regional advertising revenue. Local and regional advertising revenue decreased by \$0.4 million, or 7.5%, from \$5.3 million for the first quarter of 2024 to \$4.9 million for the first quarter of 2025. The decrease in local and regional advertising revenue was primarily due to a decrease in contract activity and size within the dining, automotive, wireless and healthcare categories for the first quarter of 2025 compared to the first quarter of 2024 due in part to the 11.6% decline in the domestic box office as well as advertisers' decreased spending due to economic uncertainty. These decreases were partially offset by an increase in contract activity and size within the travel and professional services categories in the first quarter of 2025, as compared to the first quarter of 2024.

ESA Party beverage revenue. ESA Party beverage revenue remained at \$2.6 million for the first quarter of 2025, consistent with the first quarter of 2024.

Operating expenses. Total operating expenses decreased \$1.3 million, or 2.2%, from \$60.1 million for the first quarter of 2024 to \$58.8 million for the first quarter of 2025. The following table shows the changes in operating expense for the first quarter of 2025 (in millions):

			\$ Change	% Change
	Q1 2025	Q1 2024	Q1 2024 to Q1 2025	Q1 2024 to Q1 2025
Network operating costs	\$ 3.1	\$ 3.6	\$ (0.5)	(13.9)%
Theater exhibition fees	21.7	22.5	(0.8)	(3.6)%
Selling and marketing costs	10.7	10.0	0.7	7.0%
Administrative and other costs	12.9	13.5	(0.6)	(4.4)%
Depreciation expense	1.1	1.0	0.1	10.0%
Amortization expense	9.3	9.5	(0.2)	(2.1)%
Total operating expenses	\$ 58.8	\$ 60.1	\$ (1.3)	(2.2)%

Network operating costs. Network operating costs decreased \$0.5 million, or 13.9%, from \$3.6 million for the first quarter of 2024 to \$3.1 million for the first quarter of 2025. The decrease in network operating costs was primarily due to a \$0.2 million decrease in personnel related expenses, a \$0.2 million decrease in costs associated with our digital offerings in line with the decrease in revenue and a \$0.1 million decrease in satellite costs for the first quarter of 2025, as compared to the first quarter of 2024.

Theater exhibition fees. Theater exhibition fees decreased by \$0.8 million, or 3.6%, from \$22.5 million for the first quarter of 2024 to \$21.7 million for the first quarter of 2025. The decrease was primarily related to a \$0.9 million decrease in fees caused by the 4.6% decrease in network attendance and a \$0.1 million decrease in fees related to the number of active screens in the first quarter of 2025 compared to the first quarter of 2024. These decreases were partially offset by a \$0.4 million increase in fees due to contractual rate increases primarily within the ESAs for the first quarter of 2025, as compared to the first quarter of 2024.

Selling and marketing costs. Selling and marketing costs increased \$0.7 million, or 7.0%, from \$10.0 million for the first quarter of 2024 to \$10.7 million for the first quarter of 2025. The increase in selling and marketing costs was primarily due to a \$1.3 million increase in selling related expenses largely driven by the timing of our company-wide sales meeting which occurred in the first quarter of 2025 and did not occur in 2024 and a \$0.3 million increase in variable costs associated with certain sales partnerships for the first quarter of 2025, compared to the first quarter of 2024. These increases were partially offset by a \$0.5 million decrease in severance expense due to the workforce reorganization in the first quarter of 2024, a \$0.2 million decrease in other personnel related expenses and a \$0.2 million decrease in lease related expenses for the first quarter of 2025, as compared to the first quarter of 2024 following the relocation of two offices during 2024.

Administrative and other costs. Administrative and other costs decreased \$0.6 million, or 4.4%, from \$13.5 million for the first quarter of 2024 to \$12.9 million for the first quarter of 2025. The decrease was primarily due to a \$1.0 million decrease in personnel costs primarily due to retention related expenses in 2024 related to the Chapter 11 proceedings with no comparable activity in 2025, a \$0.6 million decrease in severance expense due to the workforce reorganization in the first quarter of 2024 and a \$0.3 million decrease in other personnel related costs. These decreases were partially offset by a \$0.6 million increase in legal and professional fees related to the Chapter 11 Case and Cineworld Proceeding due to the timing of certain hearings, a \$0.5 million increase in stock based compensation following new grant activity in the first quarter of 2024 and a \$0.5 million increase in cloud computing costs for the first quarter of 2025, as compared to the first quarter of 2024.

Depreciation expense. Depreciation expense increased \$0.1 million, or 10.0%, from \$1.0 million for the first quarter of 2024 to \$1.1 million in the first quarter of 2025.

Amortization expense. Amortization expense decreased \$0.2 million, or 2.1%, from \$9.5 million for the first quarter of 2024 to \$9.3 million for the first quarter of 2025.

Non-operating expense. Total non-operating expense decreased \$5.2 million, or 43.3%, from \$12.0 million for the first quarter of 2024 to \$6.8 million for the first quarter of 2025. The following table shows the changes in non-operating expense for the first quarter of 2025 and the first quarter of 2024 (in millions):

	Three Months Ended		\$ Change	% Change
	Q1 2025	Q1 2024	Q1 2024 to Q1 2025	Q1 2024 to Q1 2025
Interest on borrowings	\$ 0.2	\$ 0.4	\$ (0.2)	(50.0)%
Interest income	(0.6)	(0.3)	(0.3)	100.0%
Loss on the re-measurement of the payable under the tax receivable agreement	5.5	12.3	(6.8)	(55.3)%
Loss on debt extinguishment	1.8	—	1.8	100.0%
Other non-operating income, net	(0.1)	(0.4)	0.3	(75.0)%
Total non-operating expense	\$ 6.8	\$ 12.0	\$ (5.2)	(43.3)%

The decrease in non-operating expense was primarily due to a \$6.8 million decrease in the loss on the re-measurement of the payable under the tax receivable agreement largely due to the addition of two years of estimates in management's forecast for future years in 2024 following increased insight into the respective movie slates and market demand as compared to the addition of one new forecasted year in the first quarter of 2025 to replace the completed prior year within the calculation. The decrease is also due to a \$0.3 million increase in interest income and a \$0.2 million decrease in interest expense in the first quarter of 2025 compared to the first quarter of 2024. These decreases were partially offset by a \$1.8 million increase in loss on debt extinguishment in the first quarter of 2025 following the Company's termination of its Revolving Credit Facility 2023 and a \$0.3 million decrease in non-operating income related to the Company's equity method investment in ACJV, LLC.

Known Trends and Uncertainties

ESA Party beverage revenue—Under the ESAs, up to 90 seconds of The *Noovie*® Show program can be sold to the ESA Parties to satisfy their on-screen advertising commitments under their beverage concessionaire agreements. In the first quarter of 2025, Cinemark purchased 60 seconds of on-screen advertising time and AMC purchased 30 seconds to satisfy their obligations under their beverage concessionaire agreements. In 2024, Cinemark purchased 60 seconds of on-screen advertising time and AMC purchased 30 seconds to satisfy their obligations under their beverage concessionaire agreements. The ESA Parties' current long-term contracts with their beverage suppliers require the 30 or 60 seconds of beverage advertising, although such commitments could change in the future. Per the ESA with AMC, the time sold to the beverage supplier is priced equal to the greater of (1) the advertising CPM charged by NCM LLC in the previous year for the time sold to the beverage supplier and (2) the advertising CPM for the previous year charged by NCM LLC to unaffiliated third parties during segment one (closest to showtime) of The *Noovie* Show in the ESA Parties' theaters, limited to the highest advertising CPM being then-charged by NCM LLC. Beginning in 2020 and in accordance with the 2019 ESA Amendment, the price for the time sold to Cinemark's beverage supplier and Regal's beverage suppliers, prior to the termination of Regal's ESA, now increases at a fixed rate of 2.0% each year. Beginning in 2026 and in accordance with the 2025 AMC Agreement, the time sold to AMC's beverage supplier will also increase at a fixed rate of 2.0% each year.

Theater exhibition fees—In consideration for NCM LLC's access to the ESA Parties' and network affiliate theaters for on-screen and LEN advertising and lobby promotions, the ESA Parties and network affiliates receive access fees based either upon number of attendees, a revenue share or a combination, including a minimum revenue guarantee per attendee. Many of these agreements contain annual increases to the respective fee structures or guaranteed minimums, either per patron, per theater and/or per digital screen. The payments under the ESA Parties' agreements and network affiliate agreements are recorded within 'ESA Parties and network affiliate fees' in the unaudited Condensed Consolidated Statement of Operations.

Financial Condition and Liquidity

Liquidity and Capital Resources

Our cash balances can fluctuate due to the seasonality of our business and related timing of collections of accounts receivable balances and operating expenditure payments, as well as interest and principal payments on our 2025 Credit Facility, if any, income tax payments, TRA payments and available cash payments (as defined in the NCM LLC Operating Agreement) to Cinemark and AMC in the event the ESA Parties hold NCM LLC membership units, as well as the amount of dividends to NCM, Inc.'s common stockholders. Upon the effectiveness of the 2025 AMC Agreement, AMC will no longer be eligible to receive available cash payments.

On January 24, 2025, NCM LLC, as borrower, entered into the 2025 Credit Facility with U.S. Bank National Association, as lender. The agreement provides for a \$45.0 million senior secured revolving credit facility that matures on January 24, 2028. In connection with entering into the 2025 Credit Facility, NCM LLC repaid in full the \$10.0 million balance outstanding as of December 26, 2024 and terminated all commitments under its Revolving Credit Facility 2023 (as defined below), and in connection with this termination, paid a prepayment fee equal to 1% of the total commitment. As of March 27, 2025, NCM LLC had not made any borrowings under the 2025 Credit Facility. Borrowings under the 2025 Credit Facility may be used for, among other things, working capital and other general corporate purposes of the Company and bear interest at a floating rate equal to term SOFR (subject to a floor of zero) plus an applicable margin of 2.00%, which is subject to increase by an additional 2.00% upon the occurrence of an event of default. No amounts have been drawn under the facility as of March 27, 2025.

On August 7, 2023, NCM LLC entered into a Loan, Security and Guarantee Agreement (the "Revolving Credit Facility 2023") with CIT Northbridge Credit LLC as agent, which was terminated in connection with the 2025 Credit Facility. The Revolving Credit Facility 2023 was an asset backed line facility where the capacity depends upon NCM LLC's trade accounts receivable balance, as adjusted for aged balances and other considerations. The maximum availability NCM LLC had access to under the revolver is \$55.0 million. The proceeds of the Revolving Credit Facility 2023 could have been used for, inter alia, working capital and capital expenditures. The Revolving Credit Facility 2023 was to mature on August 7, 2026. The interest rate under the Revolving Credit Facility 2023 was a base rate or SOFR benchmark plus (i) 3.75% if less than 50% of revolving commitments are utilized or (ii) 4.50% if 50% or more of revolving commitments are utilized (utilizing the average revolver usage for the prior calendar month as a benchmark for this determination). The Revolving Credit Facility 2023 also contained a financial maintenance covenant requiring that the fixed charge coverage ratio ending on the last day of each fiscal month is at least 1.1 to 1.0 during a "Trigger Period." A Trigger Period began upon (i) an event of default or (ii) if availability was less than the greater of (a) \$5.0 million and (b) 10% of aggregate

revolving commitments. A Trigger Period ended only if (i) no event of default existed for the preceding 30 consecutive days and (ii) availability is greater than both (a) \$5.0 million and (b) 10% of aggregate revolving commitments.

A summary of our financial liquidity is as follows (in millions):

	As of			\$ Change	\$ Change
	March 27, 2025	December 26, 2024	March 28, 2024	YE 2024 to Q1 2025	Q1 2024 to Q1 2025
Cash, cash equivalents and marketable securities (1)	\$ 59.8	\$ 75.2	\$ 57.1	\$ (15.4)	\$ 2.7
2025 Credit Facility availability (2)	44.4	—	—	44.4	44.4
Revolving Credit Facility 2023 availability (3)	—	44.4	44.4	(44.4)	(44.4)
Total liquidity	\$ 104.2	\$ 119.6	\$ 101.5	\$ (15.4)	\$ 2.7

- (1) Included in cash, cash equivalents and marketable securities as of March 27, 2025, December 26, 2024 and March 28, 2024, was \$26.9 million, \$63.5 million and \$54.8 million, respectively, of cash held by NCM LLC that is not available to satisfy dividends declared by NCM, Inc., income tax, TRA payments and other obligations.
- (2) The 2025 Credit Facility portion of NCM LLC's total borrowings that is available, subject to certain conditions, for general corporate purposes of NCM LLC in the ordinary course of business and for other transactions permitted under the senior secured credit facility, and a portion is available for letters of credit. NCM LLC's total capacity under the 2025 Credit Facility is \$45.0 million as of March 27, 2025. As of March 27, 2025, the amount available under the 2025 Credit Facility in the table above is net letters of credit of \$0.6 million.
- (3) The Revolving Credit Facility 2023 portion of NCM LLC's total borrowings that was available, subject to certain conditions, for general corporate purposes of NCM LLC in the ordinary course of business and for other transactions permitted under the senior secured credit facility, and a portion was available for letters of credit. NCM LLC's total capacity under the Revolving Credit Facility 2023, which was subject to fluctuations in the underlying assets, was \$55.0 million as of March 27, 2025.

As of March 27, 2025, the weighted average remaining maturity of our debt facility was 2.8 years. However, no amounts have been drawn on the 2025 Credit Facility as of March 27, 2025. As of March 27, 2025, 100.0% of our borrowings bear interest at variable rates and our net income and earnings per share could fluctuate with market interest rate fluctuations that could increase or decrease the interest paid on our borrowings.

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

	Three Months Ended	
	March 27, 2025	March 28, 2024
Operating cash flow	\$ 6.0	\$ 24.1
Investing cash flow	\$ (0.7)	\$ (1.3)
Financing cash flow	\$ (20.4)	\$ (0.3)

- **Operating Activities.** The \$18.1 million decrease in cash provided by operating activities for the three months ended March 27, 2025, as compared to the three months ended March 28, 2024, was due to 1) \$9.2 million decrease in accounts receivable collections, 2) an \$8.4 million decrease in the change in deferred revenue, 3) a \$1.0 million decrease in net loss adjusted for non-cash items and 4) a \$0.9 million decrease in the change in prepaid expenses. These decreases in cash provided by operating were partially offset by a \$0.9 million increase in the change in ESA amounts due to/from, net and a \$0.3 million decrease in payments of accounts payable and accrued expenses for the three months ended March 27, 2025, as compared to the three months ended March 28, 2024.
- **Investing Activities.** The \$0.6 million decrease in cash used in investing activities for the three months ended March 27, 2025, as compared to the three months ended March 28, 2024, was primarily due to the \$0.8 million decrease in purchases of property and equipment. This was partially offset by a \$0.2 million decrease in proceeds received from an equity method investment for the three months ended March 27, 2025, as compared to the three months ended March 28, 2024.
- **Financing Activities.** The \$20.1 million increase in cash used in financing activities for the three months ended March 27, 2025, as compared to the three months ended March 28, 2024, was primarily due to the \$10.0 million repayment of the Revolving Credit Facility 2023, the \$8.8 million increase in payments made to repurchase shares of NCM, Inc.'s common stock and a \$1.5 million increase in payments of debt issuance costs associated with the termination of the Revolving Credit Facility 2023 and commencement of the Credit Facility 2025 during the three months ended March 27, 2025.

Sources of Capital and Capital Requirements

NCM, Inc.'s primary source of liquidity and capital resources is the quarterly available cash distributions from NCM LLC as well as its existing cash balances and marketable securities, which as of March 27, 2025 were \$59.8 million (including \$26.9 million of cash held by NCM LLC). NCM LLC's primary sources of liquidity and capital resources are its cash provided by operating activities, availability under its 2025 Credit Facility and cash on hand. The \$26.9 million of cash at NCM LLC will be used to fund operations. Cash at NCM, Inc. is used to fund income taxes, payments associated with the TRA, stock repurchases and for future

payment of dividends to NCM, Inc. stockholders if and when declared by the Board of Directors.

Cash flows generated by NCM LLC's distributions to NCM, Inc. and NCM LLC's other members were deferred during the Chapter 11 Case. NCM LLC is required, pursuant to the terms of the NCM LLC Operating Agreement, to distribute its available cash, as defined in the NCM LLC Operating Agreement, quarterly to its members. The other members are only able to receive available cash when they hold units. The available cash amount to the members of NCM LLC for the three months ended March 27, 2025 was calculated as approximately negative \$13.4 million, due almost entirely to NCM, Inc., as the primary holder of NCM LLC units as of March 27, 2025. NCM, Inc. has the option to defer payment of any available cash distributions payable to NCM, Inc. at its discretion. Any negative amounts can only be offset against positive available cash within the second quarter of future years, in accordance with the agreement. As of March 27, 2025, NCM LLC owed NCM, Inc. \$14.8 million in deferred available cash distribution.

NCM, Inc. expects to use its cash balances and cash received from future available cash distributions (as allowed for under the 2025 Credit Facility) to fund payments associated with the TRA, stock repurchases and future dividends if and when declared by the Board of Directors. The Company will make a TRA payment in 2025 for the 2024 tax year and did not make a TRA payment in 2024 for the 2023 tax year. The Company also expects to make a TRA payment in 2026 for the 2025 tax year. Deferred distributions from NCM LLC and NCM, Inc. cash balances should be sufficient to fund payments associated with the TRA, income taxes and any stock repurchases or declared dividends for the foreseeable future at the discretion of the Board of Directors. At the discretion of the Board of Directors, the Company will consider returning a portion of its free cash flow to stockholders. The declaration, payment, timing and amount of any future stock repurchases or dividends payable will be at the sole discretion of the Board of Directors who will take into account general economic and advertising market business conditions, the Company's financial condition, available cash, current and anticipated cash needs and any other factors that the Board of Directors considers relevant.

Critical Accounting Policies

For further discussion of accounting policies that we consider critical to our business operations and understanding of our results of operations, and that affect the more significant judgments and estimates used in the preparation of our unaudited Condensed Consolidated Financial Statements, see Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Estimates" contained in our Annual Report on Form 10-K filed for the fiscal year ended December 26, 2024 and incorporated by reference herein. As of March 27, 2025, there were no other significant changes in those critical accounting policies.

Recent Accounting Pronouncements

For a discussion of recent accounting pronouncements, see the information provided under Note 1—*The Company* to the unaudited Condensed Consolidated Financial Statements in Part I, Item 1 of this Form 10-Q.

The Company has considered all other recently issued accounting pronouncements and does not believe the adoption of such pronouncements will have a material impact on its unaudited Condensed Consolidated Financial Statements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

The primary market risk to which we are exposed is interest rate risk. On January 24, 2025, NCM LLC entered into the 2025 Credit Facility. The maximum capacity that NCM LLC has access to under the 2025 Credit Facility is \$45.0 million. The interest rate under the 2025 Credit Facility is a floating rate equal to term SOFR (subject to a floor of zero) plus an applicable margin of 2.00%, which is subject to increase by an additional 2.00% upon the occurrence of an event of default. As of March 27, 2025, the Company has not drawn down on the 2025 Credit Facility. If the Company had drawn down on the maximum capacity of the 2025 Credit Facility of \$45.0 million, a 100-basis point fluctuation in market interest rates would have the effect of increasing or decreasing our cash interest expense by approximately \$0.5 million for an annual period.

Item 4. Controls and Procedures

The Company maintains disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that are designed to ensure that information required to be disclosed in the Company's reports filed under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified by the SEC's rules and forms, and that such information is accumulated and communicated to management, including the Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial and accounting officer), as appropriate, to allow timely decisions regarding required disclosure.

Management, with the participation of the Chief Executive Officer and Chief Financial Officer, performed an evaluation of the effectiveness of the Company's disclosure controls and procedures pursuant to Rules 13a-15(e) and 15d-15(e) of the Exchange Act as of March 27, 2025, the end of the period covered by this Quarterly Report on Form 10-Q. Based on such evaluation, the Company's management concluded that the Company's disclosure controls and procedures as of March 27, 2025 were effective.

In designing and evaluating our disclosure controls and procedures, management recognizes that any control, no matter how well designed and operated, can provide only reasonable, not absolute, assurance of achieving the desired control objectives. Due to the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within the Company have been detected.

Changes in Internal Control Over Financial Reporting

There were no changes to our internal control over financial reporting that occurred during the quarter ended March 27, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

On June 26, 2023, the Bankruptcy Court entered an order authorizing NCM LLC's entry into the Regal Advertising Agreement and the Regal Termination Agreement (the "Regal Order"). On June 27, 2023, the Bankruptcy Court entered the Confirmation Order approving the Disclosure Statement on a final basis and confirming the Company's Plan. On August 7, 2023, the conditions precedent to the Plan were satisfied and NCM LLC emerged from bankruptcy. On June 29, 2023, AMC and Cinemark filed a notice of appeal of the Confirmation Order, and a week later appealed the Regal Order. Subsequently, AMC and Cinemark sought a stay of the Confirmation Order and Regal Order in the Bankruptcy Court, the District Court for the Southern District of Texas, and the Fifth Circuit Court of Appeals, all of which denied the request. Following AMC and Cinemark's consolidated appeal on the merits, the District Court for the Southern District of Texas confirmed the Confirmation Order and the Regal Order on August 13, 2024. As of March 27, 2025, the consolidated appeals of the District Court's decision on the merits were pending in the Fifth Circuit Court of Appeals. Oral arguments subsequently occurred on March 31, 2025. On April 17, 2025 in connection with the 2025 AMC Agreement and the AMC Termination Agreement, AMC dismissed with prejudice its claims against NCM LLC, including those related to the Confirmation Order and the Regal Order.

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

Item 1A. Risk Factors

There have been no material changes from risk factors as previously disclosed in our Annual Report on Form 10-K filed with the SEC on March 6, 2025 for the fiscal year ended December 26, 2024.

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

The table below provides information about shares purchased in connection with the Company's share repurchase program during the three months ended March 27, 2025.

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs (\$ in millions)
December 27, 2024 through January 23, 2025	393,053	\$ 6.38	393,053 (1)	\$ 84.4 (1)
January 24, 2025 through February 20, 2025	92,034	\$ 6.72	92,034 (1)	\$ 83.8 (1)
February 21, 2025 through March 27, 2025	972,248	\$ 6.01	970,581 (1)	\$ 78.0 (1)
Total for the quarter ended March 27, 2025	1,457,335	\$ 6.16	1,455,668 (1)	\$ 78.0 (1)

(1) On March 18, 2024, the Board of Directors of the Company approved a stock repurchase program under which the Company is authorized to use assets of the Company to repurchase up to \$100.0 million of shares of the Company's Common Stock, exclusive of any fees, commissions or other expenses related to such repurchases, from time to time over a period of three years. Shares may be repurchased under the program through open market purchases, block trades, or accelerated or other structured share repurchase programs.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not Applicable.

Item 5. Other Information

None.

Item 6. Exhibits

<u>Exhibit</u>	<u>Reference</u>	<u>Description</u>
3.1	*	The Bylaw, as amended March 17, 2025.
10.1	*(1)	Loan and Security Agreement, dated as of January 24, 2025, by and among National CineMedia, LLC, as Borrower, the other credit parties party thereto from time to time, and U.S. Bank National Association, as Bank
10.2	*	Amendment No. 1 to Loan and Security Agreement, dated as of March 10, 2025, by and between National CineMedia, LLC, as Borrower, and U.S. Bank National Association, as Bank
10.3	*▲	Second Amended and Restated Exhibitor Services Agreement, dated April 17, 2025, between National CineMedia, LLC, American Multi-Cinema, Inc., Muvico, LLC, and the other parties thereto
10.4	*▲	Joint Venture Termination and Settlement Agreement, dated April 17, 2025, between American Multi-Cinema, Inc., National CineMedia, LLC, and National CineMedia, Inc.
31.1	*	Rule 13a-14(a) Certification of Chief Executive Officer.
31.2	*	Rule 13a-14(a) Certification of Chief Financial Officer.
32.1	**	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350.
32.2	**	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350.
101.SCH	*	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents
104	*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Filed herewith.

** Furnished herewith.

▲ Portions of this exhibit have been omitted in compliance with Item 601 of Regulation S-K.

(1) Incorporated by reference to Exhibit 10.1 from the Registrant's Current Report on Form 8-K (File No. 001-33296) filed on January 27, 2025

SIGNATURES

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

NATIONAL CINEMEDIA, INC.
(Registrant)

Date: May 6, 2025

/s/ Thomas F. Lesinski
Thomas F. Lesinski
Chief Executive Officer and Director
(Principal Executive Officer)

Date: May 6, 2025

/s/ Ronnie Y. Ng
Ronnie Y. Ng
Chief Financial Officer
(Principal Financial and Accounting Officer)

**AMENDED AND RESTATED
BYLAWS
OF
NATIONAL CINEMEDIA, INC.**
As amended February 1, 2024

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**INDEX TO AMENDED AND RESTATED BYLAWS
OF
NATIONAL CINEMEDIA, INC.**

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**AMENDED AND RESTATED BYLAWS
OF
NATIONAL CINEMEDIA, INC.**

**ARTICLE I
Offices**

Section 1.01 Business Offices. National CineMedia, Inc. (the “Corporation”) may have such offices, either within or outside Delaware, as the board of directors of the Corporation (the “Board”) may from time to time determine or as the business of the Corporation may require.

Section 1.02 Registered Office. The registered office of the Corporation required by the General Corporation Law of the State of Delaware (the “DGCL”) to be maintained in Delaware shall be as set forth in the certificate of incorporation of the Corporation (the “Certificate of Incorporation”), unless changed as provided by law.

**ARTICLE II
Stockholders**

Section 2.01 Annual Meeting. An annual meeting of the stockholders of the Corporation shall be held on such date as may be determined by the Board, for the purpose of electing directors and for the transaction of such other business as may come before such meeting. If the election of directors of the Corporation shall not be held on the day designated for any such meeting, or at any adjournment thereof, the Board shall cause the election to be held at a meeting of the stockholders of the Corporation as soon thereafter as conveniently may be held. Failure to hold an annual meeting of the stockholders of the Corporation as required by these Bylaws shall not invalidate any action taken by the Board or by the officers of the Corporation.

Section 2.02 Special Meetings. Special meetings of the stockholders of the Corporation, for any purpose or purposes, unless otherwise prescribed by law or the Certificate of Incorporation, may be called only by the Board pursuant to a resolution approved by the affirmative vote of a majority of the directors of the Corporation then in office. Such resolution of the Board shall state the purpose or purposes of such proposed meeting. Business transacted at any special meetings of the stockholders shall be limited to the purpose or purposes stated in the notice.

Section 2.03 Place of Meeting. Each meeting of the stockholders of the Corporation shall be held at such place, either within or outside Delaware, as may be designated in the notice of such meeting, or, if no place is designated in such notice, at the principal office of the Corporation. The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any time, but may instead be held solely by means of remote communications in accordance with the DGCL.

Section 2.04 Notice of Meetings. Except as otherwise required herein, by the Certificate of Incorporation or by law and whenever stockholders are required or permitted to take any action at a meeting, notice in writing or by electronic transmission of each meeting of the stockholders of the Corporation stating the place, if any, day and hour of such meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting and, in the case of a special meeting of the stockholders of the Corporation, the purpose or purposes for which such meeting is called, shall be given, either personally (including delivery by private courier) or by first class, certified or registered mail, or by electronic transmission, to each stockholder of record entitled to notice of such meeting, not less than 10 nor more than 60 days before the date of such meeting. Such notice shall be deemed to be given, if personally delivered, when delivered to the

stockholder, and, if mailed, when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation, and if by electronic transmission, when posted on an electronic network or directed to the stockholder at an electronic mail address at which the stockholder has consented to receive notice. An affidavit of the secretary or an assistant secretary of the Corporation or of the transfer agent or any other agent of the Corporation that the notice has been given by personal delivery, by mail or by a form of electronic transmission, as applicable, shall, in the absence of fraud, be prima facie evidence of the facts stated therein. If notice of two consecutive annual meetings of the stockholders of the Corporation and all notices of other meetings of the stockholders of the Corporation to any stockholder during the period between such two consecutive annual meetings, or all, and at least two, payments (if sent by first class mail) of dividends or interest on securities of the Corporation during a 12 month period, have been mailed to such person at his address as shown on the records of the Corporation and have been returned undeliverable, the giving of such notice to such person shall not be required until another address for such person is delivered to the Corporation. When a meeting of the stockholders of the Corporation is adjourned to another time or place, if any, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At such adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting of the stockholders of the Corporation. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for such adjourned meeting, notice of such adjourned meeting shall be given to each stockholder of record of the Corporation entitled to vote at the meeting in accordance with the foregoing provisions of this Section 2.04.

Section 2.05 Fixing Date for Determination of Stockholders of Record. For the purpose of determining the stockholders of the Corporation entitled to notice of or to vote at any meeting of the stockholders of the Corporation or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of capital stock of the Corporation or for any other lawful action, the Board may fix, in advance, a date as the record date for any such determination of stockholders, which date shall not precede the date upon which the record date is adopted by the Board, and which shall not be more than 60 nor less than 10 days before the date of such meeting, and not more than 60 days prior to any other action. If no record date is fixed then the record date shall be, for determining the stockholders of the Corporation entitled to notice of or to vote at a meeting of such stockholders, the close of business on the day next preceding the day on which notice is given, or, if notice is waived, the close of business on the day next preceding the day on which such meeting is held, or, for determining stockholders of the Corporation for any other purpose, the close of business on the day on which the Board adopts the resolution relating thereto. A determination of the stockholders of record of the Corporation entitled to notice of or to vote at a meeting of such stockholders shall apply to any adjournment of such meeting; *provided, however*, that the Board may fix a new record date for the adjourned meeting.

Section 2.06 Voting List. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare, or cause to be prepared, at least 10 days before every meeting of the stockholders of the Corporation, a complete list of such stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each such stockholder and the number of shares of capital stock of the Corporation registered in the name of each such stockholder. Nothing contained in this Section 2.06 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder of the Corporation, for any purpose germane to such meeting, for a period of at least 10 days prior to such meeting, either (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of such meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. If the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such

information is available only to stockholders of the Corporation. If such meeting is to be held at a place, the list shall also be produced and kept at the time and place of such meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present. If such meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder of the Corporation during the whole time of such meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of such meeting. Except as otherwise provided by law, the list of stockholders shall be the only evidence as to which stockholders are entitled to examine to determine the stockholders entitled to vote in person or by proxy at any meeting of the stockholders.

Section 2.07 Proxies. Each stockholder of the Corporation entitled to vote at a meeting of stockholders of the Corporation may authorize another person or persons to act for him, her or it by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. Except as otherwise provided by law, a proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date.

Section 2.08 Quorum and Manner of Acting. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, at a meeting of stockholders of the Corporation, one-third of the combined voting power of the outstanding shares of capital stock of the Corporation entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum. If a quorum is present, at all meetings of stockholders for the election of directors, the directors of the Corporation will be elected by the plurality of the votes cast by the holders of shares of Common Stock (as defined in the Certificate of Incorporation). Unless otherwise provided by the Certificate of Incorporation, these Bylaws, the rules or regulations of any stock exchange applicable to the Corporation or applicable law or pursuant to any regulation applicable to the Corporation or its securities, if a quorum is present, the affirmative vote of a majority of the votes held by such shares represented at such meeting at which a quorum is present and entitled to vote on the subject matter shall be the act of such stockholders. In the absence of a quorum, a majority of the shares of capital stock of the Corporation so represented may adjourn such meeting from time to time in accordance with Section 2.04, until a quorum shall be present or represented.

Section 2.09 Nominations for the Election of Directors. Except as otherwise provided in the Certificate of Incorporation, nominations for election to the Board must be made by the Board or by a committee appointed by the Board for such purpose or by any stockholder of any outstanding shares of capital stock of the Corporation entitled to vote for the election of directors of the Corporation. Except as otherwise provided in the Certificate of Incorporation, nominations by the stockholders of the Corporation must be preceded by timely notice in writing to the secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to the secretary of the Corporation at the principal executive offices of the Corporation not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the preceding year's annual meeting of the stockholders of the Corporation; *provided, however*, that in the event that the date of such meeting is advanced more than 30 days prior to, or delayed by more than 70 days after, the anniversary of the preceding year's annual meeting of the stockholders of the Corporation, a stockholder's notice to be timely must be so delivered not earlier than the close of business on the 120th day prior to such meeting and not later than the close of business on the later of the 90th day prior to such meeting or the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation. For purposes of the first annual meeting of stockholders of the Corporation held following the date of these Bylaws, the first anniversary of such annual meeting shall be deemed to be the third Wednesday of May of the following year. Such stockholder's notice shall set forth:

- (a) as to each person whom the stockholder proposes to nominate as a director:
 - (i) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to and in accordance with Regulation 14A under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and
 - (ii) such person’s written consent to being named in the proxy statement as a nominee and to serving as a director if elected; and
- (b) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made:
 - (i) the name and address of such stockholder, as they appear on the Corporation’s books, and of such beneficial owner,
 - (ii) the class and number of shares of capital stock of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner,
 - (iii) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose nomination, and
 - (iv) a representation regarding whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation’s outstanding capital stock required to elect the nominee and/or (B) otherwise to solicit proxies from stockholders in support of such nomination.

The foregoing notice requirements shall be deemed satisfied by a stockholder if the stockholder has notified the Corporation of his or her intention to present a proposal at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) promulgated under the Exchange Act and such stockholder’s proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. The Corporation may require any proposed director nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation.

The presiding officer of the annual meeting of the stockholders of the Corporation shall have the authority to determine and declare to such meeting that a nomination not preceded by notification made in accordance with the foregoing procedure shall be disregarded.

Section 2.10 Other Stockholder Proposals. For business other than the nomination for election of directors to the Board to be properly brought before any meeting by a stockholder of the Corporation, such stockholder must have given timely notice thereof in writing to the secretary of the Corporation. To be timely, a stockholder’s notice shall be delivered to the secretary of the Corporation at the principal executive offices of the Corporation not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the preceding year’s annual meeting of the stockholders of the Corporation; *provided, however*, that in the event that the date of such meeting is advanced more than 30 days prior to, or delayed by more than 70 days after, the anniversary of the preceding year’s annual meeting of the stockholders of the Corporation, a stockholder’s notice to be timely must be so delivered not earlier than the close of business on the 120th day prior to such meeting

and not later than the close of business on the later of the 90th day prior to such meeting or the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation. For purposes of the first annual meeting of stockholders of the Corporation held following the date of these Bylaws, the first anniversary of such annual meeting shall be deemed to be the third Wednesday of May of the following year. Such stockholder's notice shall set forth:

- (a) as to any business that the stockholder proposes to bring before the meeting:
 - (i) a brief description of the business desired to be brought before the meeting,
 - (ii) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment), and
 - (iii) the reasons for conducting such business at the meeting; and
- (b) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the proposal is made:
 - (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner,
 - (ii) the class and number of shares of capital stock of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner,
 - (iii) any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made as to each matter such stockholder proposes to bring before such meeting,
 - (iv) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business, and
 - (v) a representation regarding whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal and/or (B) otherwise to solicit proxies from stockholders in support of such proposal.

Section 2.11 Stockholder Action by Written Consent Without a Meeting. Except as provided in any preferred stock designation adopted in accordance with the Certificate of Incorporation and the DGCL (a "Preferred Stock Designation"), after the Corporation first has a class of securities registered under Section 12(g) of the Exchange Act or its equivalent, any action required or permitted to be taken by the stockholders of the Corporation must be taken at a duly called annual or special meeting of the stockholders and may not be taken by consent in writing or otherwise.

Section 2.12 Conduct of Business. The chairman of each annual and special meeting of stockholders shall be the chairman of the Board or, in the absence (or inability or refusal to act) of the chairman of the Board, the chief executive officer (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the chief executive officer or if the chief executive officer is not a director, the president (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the president or if the president

is not a director, such other person as shall be appointed by the Board. The secretary of each annual and special meeting of stockholders shall be the secretary or, in the absence (or inability or refusal to act) of the secretary, an assistant secretary so appointed to act by the chairman of the meeting. In the absence (or inability or refusal to act) of the secretary and all assistant secretaries, the chairman of the meeting may appoint any person to act as secretary of the meeting. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the presiding officer of the meeting. The Board may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with these Bylaws or such rules and regulations as adopted by the Board, the presiding officer of the meeting of stockholders shall have the right and authority to convene the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding officer, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the presiding officer of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the presiding officer of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding officer of the meeting, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding officer should so determine, such presiding officer shall so declare to the meeting, and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the presiding officer of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 2.13 Inspector of Elections. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation or otherwise serve the Corporation in other capacities, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the Corporation represented at the meeting in person or by proxy and the validity of proxies and ballots, (iii) count all votes and ballots and report the results, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

ARTICLE III
Board of Directors

Section 3.01 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board, except as otherwise provided in the DGCL or the Certificate of Incorporation.

Section 3.02 Number, Tenure and Qualifications. The number of directors of the Corporation, other than those who may be elected by the holders of one or more series of preferred stock of the Corporation (“Preferred Stock”) voting separately by class or series, shall initially be nine (9). Effective immediately prior to the 2025 annual meeting of the stockholders of the Corporation scheduled at 9:30 a.m. Eastern Time, on May 1, 2025, the number of directors shall be reduced to seven (7). Thereafter, the number of directors may be changed from time to time by amendment of these Bylaws; *provided* that such number shall not exceed any maximum number of directors set forth in the Certificate of Incorporation. Each director of the Corporation shall hold office until his or her successor shall be qualified and elected, subject, however, to such director’s earlier death, resignation, retirement or removal. Any newly created directorship or vacancy shall be filled as set forth in the Certificate of Incorporation. Directors of the Corporation need not be residents of Delaware or stockholders of the Corporation. No decrease in the number of directors constituting the Board shall shorten the term of any incumbent director, except as may be provided for in a Preferred Stock Designation with respect to any additional director elected by the holders of the applicable series of Preferred Stock.

Section 3.03 Resignation. Any director of the Corporation may resign at any time by giving notice to the Corporation in writing or by electronic transmission. A director’s resignation shall take effect upon receipt or, if a different time of effectiveness is specified therein, at the time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.04 Regular Meetings. Regular meetings of the Board may be held at such time and at such place, if any (either within or outside Delaware), as shall from time to time be determined by the Board.

Section 3.05 Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the chairman of the Board, by the chief executive officer or by a majority of the directors of the Corporation. Any such special meeting may take place at any place either within or outside Delaware.

Section 3.06 Meetings by Telephone. Unless otherwise restricted by the Certificate of Incorporation, the directors of the Corporation may participate in a meeting of the Board by means of conference telephone or other communications equipment by means of which all persons participating in such meeting can hear each other, and such participation in such meeting in such manner shall constitute presence in person at such meeting.

Section 3.07 Notice of Meetings. Notice of each meeting of the Board (except those regular meetings for which notice is not required) stating the place, if any, day and hour of such meeting shall be given to each director of the Corporation at least two days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least one day prior thereto by personal delivery (including delivery by private courier) of written notice or by telephone, telegram, telex, cablegram, electronic transmission (including email) or other similar method, except that in the case of a meeting of the Board to be held pursuant to Section 3.06 notice may be given by telephone at any time prior thereto. The method of notice need not be the same to each director of the Corporation. Notice shall be deemed to be given when deposited in the United States mail, with postage thereon prepaid, addressed to such director at his business or residence address, when delivered or communicated to such director or when the

telegram, telex, cablegram, electronic transmission (including email) or other form of notice is personally delivered to such director or delivered to the last address of such director furnished by him to the Corporation for such purpose. Notice may be waived pursuant to Section 7.02 hereof. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 3.08 Quorum and Manner of Acting. Except as otherwise may be required by law, the Certificate of Incorporation or these Bylaws, a majority of the number of directors of the Corporation fixed in accordance with these Bylaws, present at the meeting, shall constitute a quorum for the transaction of business at any meeting of the Board, and the vote of a majority of the directors of the Corporation present at a meeting of the Board at which a quorum is present shall be the act of the Board. If less than a quorum is present at a meeting of the Board, the directors of the Corporation present may adjourn such meeting from time to time without further notice other than announcement at such meeting, until a quorum shall be present. Subject to the terms of the Certificate of Incorporation, a meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 3.09 Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, without prior notice and without a vote, if all members of the Board or committee thereof entitled to vote thereon, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the Board or committee thereof, as the case may be.

Section 3.10 Executive and Other Committees. The Board may designate by resolution one or more committees of the Board, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any such committee, who may replace any absent or disqualified member at any meeting of such committee, and may dissolve any such committee. In the absence or disqualification of a member of a committee of the Board, the member or members present at any meeting of such committee of the Board and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Except as otherwise provided in the charter of such committee or as otherwise required by the corporation governance rules and listing standards of any national securities exchange or automated quotation system upon which the Corporation's securities are then listed, any such committee shall present its findings and recommendations to the Board, as set forth in the applicable Board resolution. The Board shall delegate certain of its powers and authority to any such committee as set forth in the charters of such committee or by resolution of the Board in the Board's discretion or as otherwise required by the corporation governance rules and listing standards of any national securities exchange or automated quotation system upon which the Corporation's securities are then listed. To the extent the Board does not establish other procedures, and subject to the immediately preceding sentence, each such committee shall be governed by the procedures set forth in Sections 3.04 (except as they relate to an annual meeting), 3.05 through 3.09, 7.01 and 7.02 as if such committee were the Board. Each such committee shall keep regular minutes of its meetings, which shall be reported to the Board when required and submitted to the secretary of the Corporation for inclusion in the corporate records of the Corporation.

Section 3.11 Compensation. Unless otherwise restricted by the Certificate of Incorporation, the Board shall have the authority to fix the compensation of directors of the Corporation. Such directors may be paid their expenses, if any, of attendance at each meeting of the Board and each meeting of any committee of the Board of which he or she is a member and may be paid a fixed sum for attendance at each such meeting or a stated salary or both a fixed sum and a stated salary. No such payment shall preclude any such director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 3.12 Removal of Directors; Vacancies. The removal of directors of the Corporation and the filling of vacancies on the Board shall be as provided in the Certificate of Incorporation.

ARTICLE IV Officers

Section 4.01 Number and Qualifications. The officers of the Corporation shall consist of a chairman of the Board, a chief executive officer, a president, a chief operating officer, a chief financial officer, a secretary and such other officers, including a vice-chairman or vice-chairmen of the Board, one or more vice-presidents, a treasurer and a controller, as may from time to time be elected or appointed by the Board. In addition, the Board or the chief executive officer of the Corporation may elect or appoint such assistant and other subordinate officers, including assistant vice-presidents, assistant secretaries and assistant treasurers, as it or he shall deem necessary or appropriate. Any number of offices of the Corporation may be held by the same person, except that no person may simultaneously hold the offices of president and secretary of the Corporation.

Section 4.02 Election and Term of Office. Except as provided in the Certificate of Incorporation and Sections 4.01 and 4.06 of these Bylaws, the officers of the Corporation shall be elected by the Board. If such election shall not be held as provided herein, such election shall be held as soon thereafter as may be convenient. Each officer of the Corporation shall hold office until his or her successor shall be elected and shall qualify or until the expiration of his or her term in office if elected or appointed for a specified period of time, subject, however, to prior death, resignation, retirement or removal.

Section 4.03 Compensation. Officers of the Corporation shall receive such compensation for their services as may be authorized or ratified by the Board or a compensation committee of the Board, and no such officer shall be prevented from receiving compensation by reason of the fact that he or she is also a director of the Corporation. Election or appointment as an officer of the Corporation shall not of itself create a contract or other right to compensation for services performed by such officer.

Section 4.04 Resignation. Any officer of the Corporation may resign at any time, subject to any rights or obligations under any existing contracts between such officer and the Corporation, by giving notice to the Corporation in writing or by electronic transmission. Such officer's resignation shall take effect upon receipt or, if a different time of effectiveness is specified therein, at the time stated therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.05 Removal. Unless otherwise provided in the Certificate of Incorporation, any officer of the Corporation may be removed with or without cause at any time by the Board, or, in the case of assistant and other subordinate officers of the Corporation, by the chief executive officer of the Corporation, whenever in its, his or her judgment, as the case may be, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer of the Corporation shall not in itself create contract rights.

Section 4.06 Vacancies. Except as otherwise provided in the Certificate of Incorporation, a vacancy occurring in any office of the Corporation by death, resignation, retirement, removal or otherwise may be filled by the Board.

Section 4.07 Authority and Duties. The officers of the Corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the chief executive officer of the Corporation, the Board or these Bylaws (and in all cases where the duties of any officer of the Corporation are not prescribed by these Bylaws or the Board, such officer shall follow the orders and instructions of the chief executive officer of the Corporation), except that in any event each such officer shall exercise such powers and perform such duties as may be required by law:

(a) Chairman of the Board. The chairman of the Board of the Corporation, who shall be elected from among the directors of the Corporation, shall preside, when present, at all meetings of the Corporation's stockholders and the Board and perform such other duties as may be assigned to him or her from time to time by the Board.

(b) Chief Executive Officer. The chief executive officer of the Corporation shall, subject to the direction and supervision of the Board, (i) have general and active control of the affairs of the Corporation and general supervision of its officers, agents and employees; (ii) in the absence of the chairman of the Board of the Corporation, preside, when present, at all meetings of the Corporation's stockholders and the Board; (iii) see that all orders and resolutions of the Board are carried into effect; and (iv) perform all other duties incident to the office of chief executive officer and as from time to time may be assigned to him or her by the Board.

(c) President. The president of the Corporation shall, subject to the direction and supervision of the Board, perform all duties incident to the office of president and as from time to time may be assigned to him by the Board. At the request of the chief executive officer of the Corporation or in his or her absence or in the event of his or her inability or refusal to act, the president of the Corporation shall perform the duties of the chief executive officer of the Corporation, and when so acting shall have all the powers and be subject to all the restrictions of the chief executive officer of the Corporation.

(d) Chief Operating Officer. The chief operating officer of the Corporation shall, subject to the direction and supervision of the Board, supervise the day to day operations of the Corporation and perform all other duties incident to the office of chief operating officer as from time to time may be assigned to him or her by the chairman of the Board of the Corporation, the Board or the chief executive officer of the Corporation. At the request of the president of the Corporation, or in his or her absence or inability or refusal to act, the chief operating officer of the Corporation shall perform the duties of the president of the Corporation, and when so acting shall have all the power of and be subject to all the restrictions upon the president of the Corporation.

(e) Chief Financial Officer. The chief financial officer of the Corporation shall: (i) be the principal financial officer and treasurer of the Corporation and have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Corporation and deposit the same in accordance with the instructions of the Board; (ii) receive and give receipts and acquittances for moneys paid in on account of the Corporation, and pay out of the funds on hand all bills, payrolls and other just debts of the Corporation of whatever nature upon maturity; (iii) unless there is a controller of the Corporation, be the principal accounting officer of the Corporation and as such prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state and federal tax returns, prescribe and maintain an adequate system of internal audit and prepare and furnish to the chief executive officer of the Corporation and the Board statements of account showing the financial position of the Corporation and the results of its operations; (iv) upon

request of the Board, make such reports to it as may be required at any time; and (v) perform all other duties incident to the office of chief financial officer and treasurer and such other duties as from time to time may be assigned to him or her by the Board or by the chief executive officer of the Corporation. Assistant treasurers of the Corporation, if any, shall have the same powers and duties, subject to the supervision by the chief financial officer of the Corporation. If there is no chief financial officer of the Corporation, these duties shall be performed by the secretary or chief executive officer of the Corporation or other person appointed by the Board.

(f) Vice-Presidents. The vice-president of the Corporation, if any (or if there is more than one then each such vice-president), shall assist the chief executive officer of the Corporation and shall perform such duties as may be assigned to him or her by the chief executive officer of the Corporation or the Board. Assistant vice-presidents of the Corporation, if any, shall have such powers and perform such duties as may be assigned to them by the chief executive officer of the Corporation or by the Board.

(g) Secretary. The secretary of the Corporation shall: (i) keep the minutes of the proceedings of the stockholders of the Corporation, the Board and any committees of the Board; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of the corporate records and seal of the Corporation; (iv) keep at the Corporation's registered office or principal place of business within or outside Delaware a record containing the names and addresses of all stockholders of the Corporation and the number and class of shares held by each, unless such a record shall be kept at the office of the Corporation's transfer agent or registrar; (v) have general charge of the stock books of the Corporation, unless the Corporation has a transfer agent; and (vi) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the chief executive officer of the Corporation or the Board. Assistant secretaries of the Corporation, if any, shall have the same duties and powers, subject to supervision by the secretary of the Corporation.

Section 4.08 Surety Bonds. The Board may require any officer or agent of the Corporation to execute to the Corporation a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his or her duties and for the restoration to the Corporation of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation.

ARTICLE V Stock

Section 5.01 Issuance of Shares. Except as otherwise may be provided by law or in the Certificate of Incorporation, the issuance or sale by the Corporation of any shares of its authorized capital stock of any class, including treasury shares, shall be made only upon authorization by the Board. Every issuance of shares of authorized capital stock of the Corporation shall be recorded on the books of the Corporation maintained for such purpose by or on behalf of the Corporation.

Section 5.02 Transfer of Shares. Upon presentation and surrender to the Corporation or to a transfer agent of the Corporation of a certificate of stock of the Corporation duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, payment of all transfer taxes, if any, and the satisfaction of any other requirements of law, including inquiry into and discharge of any adverse claims of which the Corporation has notice, the Corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction on the books maintained for such purpose by or on behalf of the Corporation. No transfer of shares of authorized capital stock of the Corporation shall be effective until it has been entered on such books. The Corporation or its transfer agent may require a signature guaranty or other reasonable evidence that any

signature is genuine and effective before making any transfer. Transfers of uncertificated shares of authorized capital stock of the Corporation shall be made in accordance with applicable provisions of law.

Section 5.03 Registered Holders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares of authorized capital stock of the Corporation to inspect for any proper purpose the stock ledger and the other books and records, to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of such shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by applicable law.

Section 5.04 Transfer Agents, Registrars and Paying Agents. The Board may at its discretion appoint one or more transfer agents, registrars and agents for making payment upon any class of stock, bond, debenture or other security of the Corporation. Such agents and registrars may be located either within or outside Delaware. They shall have such rights and duties and shall be entitled to such compensation as may be agreed.

Section 5.05 Lost, Stolen or Destroyed Certificates. Except as provided in this Section 5.05, no new certificate representing shares of the Corporation's authorized capital stock shall be issued to replace a previously issued certificate representing such shares unless the previously issued certificate is surrendered to the Corporation and immediately cancelled. The Corporation may issue a new certificate representing shares of its authorized capital stock or uncertificated shares in the place of any certificate theretofore issued by it that is alleged by a stockholder to have been lost, stolen or destroyed, and the Corporation may require such stockholder, or such stockholder's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

ARTICLE VI Indemnification

Section 6.01 Right to Indemnification. The Corporation shall indemnify and pay the expenses of directors, officers and individuals who have agreed to serve as directors or officers of the Corporation as provided in the Certificate of Incorporation and, if applicable, in any indemnification agreement between the Corporation and such individuals. The Corporation has the right, but not the obligation, to indemnify and pay the expenses of other persons authorized by a majority of the Board as provided in the Certificate of Incorporation.

Section 6.02 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of any of its affiliates or another corporation, partnership, limited liability company, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of the DGCL.

ARTICLE VII
Miscellaneous

Section 7.01 Notice by Electronic Transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders pursuant to the DGCL, the Certificate of Incorporation or these Bylaws, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom such notice is given. Any such consent shall be revocable by such stockholder by written notice to the Corporation.

- (a) Any such consent shall be deemed revoked if:
 - (i) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent; and
 - (ii) such inability becomes known to the secretary or an assistant secretary of the Corporation or to the transfer agent of the Corporation, or other person responsible for the giving of notice.

However, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting of the stockholders of the Corporation or other action by the Corporation.

- (b) Any notice given pursuant to this Section 7.01 shall be deemed given:
 - (i) if by facsimile telecommunication, when directed to a number at which the stockholder of the Corporation has consented to receive notice;
 - (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder of the Corporation has consented to receive notice;
 - (iii) if by a posting on an electronic network together with separate notice to the stockholder of the Corporation of such specific posting, upon the later of such posting and the giving of such separate notice; and
 - (iv) if by any other form of electronic transmission, when directed to the stockholder of the Corporation.

An affidavit of the secretary or an assistant secretary of the Corporation or of the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

- (c) An “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.
- (d) Notice by a form of electronic transmission shall not apply to Sections 164, 296, 311, 312 or 324 of the DGCL.

Section 7.02 Waivers of Notice. Whenever notice is required to be given by law, by the Certificate of Incorporation or by these Bylaws, a written waiver thereof, signed by the person entitled to such notice or a waiver by electronic transmission by the person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting or (in the case of a stockholder of the Corporation) by proxy shall constitute a waiver of notice of such meeting, except when the person attends such meeting for the express purpose of objecting, at the beginning of such meeting, to the transaction of any business because such meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting need be specified in any written waiver of notice or waiver of notice by electronic transmission unless required by these Bylaws to be included in the notice of such meeting.

Section 7.03 Presumption of Assent. A director or stockholder of the Corporation who is present at a meeting of the Board or stockholders of the Corporation at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of such meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of such meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Corporation immediately after the adjournment of such meeting. Such right to dissent shall not apply to a director or stockholder of the Corporation who voted in favor of such action.

Section 7.04 Voting of Securities by the Corporation. Unless otherwise provided by resolution of the Board, on behalf of the Corporation the chairman of the Board, chief executive officer, chief operating officer, chief financial officer, president, secretary, treasurer or any vice-president of the Corporation shall attend in person or by substitute appointed by him or her, or shall execute written instruments appointing a proxy or proxies to represent the Corporation at, all meetings of the stockholders of any other corporation, association or other entity in which the Corporation holds any stock or other securities, and may execute written waivers of notice with respect to any such meetings. At all such meetings and otherwise, the chairman of the Board, chief executive officer, chief operating officer, chief financial officer, president, secretary, treasurer or any vice-president of the Corporation, in person or by substitute or proxy as aforesaid, may vote the stock or other securities so held by the Corporation and may execute written consents and any other instruments with respect to such stock or securities and may exercise any and all rights and powers incident to the ownership of said stock or securities, subject, however, to the instructions, if any, of the Board.

Section 7.05 Authorized Signatories. The Board may authorize any officer or officers of the Corporation, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation; such authority may be general or restricted to specific instances. Unless so authorized or ratified by the Board or within the agency power of an officer of the Corporation, no officer, agent or employee of the Corporation shall have any power or authority to bind the Corporation by any contract or to pledge its credit or to render it liable for any purpose or for any amount

Section 7.06 Seal. The corporate seal of the Corporation shall be in such form as adopted by the Board, and any officer of the Corporation may, when and as required, affix or impress the seal, or a facsimile thereof, to or on any instrument or document of the Corporation.

Section 7.07 Fiscal Year. The fiscal year of the Corporation shall be as established by resolution of the Board.

Section 7.08 Amendments. These Bylaws may be amended or repealed only in the manner set forth in the Certificate of Incorporation.

AMENDMENT NO. 1 TO LOAN AND SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO LOAN AND SECURITY AGREEMENT (this "Amendment") is made as of March 10, 2025, by and between NATIONAL CINEMEDIA, LLC (the "Borrower"), and U.S. BANK NATIONAL ASSOCIATION (the "Bank"), under that certain Loan and Security Agreement, dated as of January 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Borrower, the other Credit Parties party thereto from time to time and the Bank. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Loan Agreement.

WHEREAS, the Borrower has requested that the Bank modify the Loan Agreement in certain respects; and

WHEREAS, the Borrower and the Bank have agreed to make certain modifications to the Loan Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Bank hereby agree as follows:

ARTICLE I Amendments to Loan Agreement. Subject to the satisfaction of the conditions precedent set forth in Section 3 below, the Loan Agreement is hereby amended as follows:

(a) Section 6.1(a) of the Loan Agreement is hereby amended in its entirety as follows:

(a) as soon as available, but not later than the earlier of (i) 120 days after the end of each Fiscal Year and (ii) (x) for the Fiscal Year ended on December 26, 2024, within 7 days after the date or (y) for each other Fiscal Year, the date on which Holdings files its Form 10-K for such Fiscal Year with the United States Securities and Exchange Commission, a copy of (1) the audited consolidated balance sheet of Holdings and its Subsidiaries as of the end of such year, (2) the unaudited consolidated balance sheet of Borrower and its Subsidiaries, prepared by Holdings and/or Borrower, as applicable, and certified by a Responsible Officer of Borrower, and (3) in each case, the related consolidated statements of income or operations, shareholders' equity and cash flows, for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, and accompanied, in respect of audited financials, by the report of any "Big Four" or other nationally recognized independent public accounting firm reasonably acceptable to Bank (it being understood and agreed that Grant Thornton LLP is acceptable to Bank) which report shall (i)

contain an unqualified opinion, stating that such consolidated financial statements present fairly in all material respects the financial position for the periods indicated in conformity with GAAP applied on a basis consistent with prior years and (ii) not include any explanatory paragraph expressing substantial doubt as to going concern status; provided, that such report may contain a “going concern” or like qualification or statement to the extent (and only to the extent) that such “going concern” or like qualification or statement relates to an upcoming maturity date of any Indebtedness occurring within one year from the time such report and opinion is delivered; and

(b) Section 6.1(b) of the Loan Agreement is hereby amended in its entirety as follows:

(b) as soon as available, but (i) with respect to each Fiscal Quarter ending closest to December 31 of each Fiscal Year, concurrently with the annual financial statements to be delivered pursuant to Section 6.1(a) for such Fiscal Year or (ii) with respect to each other Fiscal Quarter, not later than 45 days after the end of each such Fiscal Quarter of each Fiscal Year, a copy of the unaudited consolidated balance sheets of Borrower and each of its Subsidiaries as of the end of such Fiscal Quarter, and the related consolidated statements of income, shareholders’ equity and cash flows, for such Fiscal Quarter and for the portion of the Fiscal Year then ended, all certified by a Responsible Officer of Borrower, as being complete, correct, and consistent with Holdings’ Form 10-Q filing with the United States Securities and Exchange Commission for the applicable Fiscal Quarter, and fairly presenting, in all material respects, in accordance with GAAP, the financial position and the results of operations of Borrower and its Subsidiaries, subject to normal year-end adjustments and absence of footnote disclosures.

ARTICLE II Representations and Warranties. The Borrower hereby represents and warrants as follows:

(a) This Amendment and each Loan Document to which the Borrower is a party as previously executed and as amended hereby constitutes the legal, valid and binding obligation of the Borrower and is enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors’ rights generally or by equitable principles relating to enforceability.

(b) Upon the effectiveness of the terms of this Amendment and the transactions contemplated hereby, (i) no Default shall have occurred and be continuing and (ii) the representations and warranties of the Borrower set forth in the Loan Agreement shall be true and correct on and as of the date hereof, except for any representation or warranty that expressly relates

to an earlier date (in which event such representation or warranty shall be true and correct on and as of such earlier date).

ARTICLE III Conditions Precedent. The effectiveness of this Amendment is subject to the conditions precedent that:

(c) the Bank shall have received counterparts of this Amendment duly executed by the Borrower and the Bank; and

(d) the Bank shall have received payment and/or reimbursement of the Bank's reasonable and documented out-of-pocket fees and expenses (including, to the extent invoiced, reasonable fees, charges and disbursements of outside counsel to the Bank) in connection with preparation, negotiation and execution of this Amendment, and any other document required to be furnished herewith.

ARTICLE IV Reaffirmation. Without in any way establishing a course of dealing by the Bank, and after giving effect to this Amendment, the Borrower reaffirms the terms and conditions of the Loan Documents to which it is a party and acknowledges and agrees that the Loan Documents remain in full force and effect and are hereby reaffirmed, ratified and confirmed. Without limiting the foregoing, the Borrower hereby (i) reaffirms its indebtedness, liabilities, duties and obligations under each of the Loan Documents to which it is a party, and (ii) reaffirms all Liens on the Collateral which have been granted by it in favor of the Bank pursuant to any of the Loan Documents to which it is a party.

ARTICLE V General.

(e) Expenses. Within three Business Days after written demand therefor, the Borrower agrees to reimburse the Bank for all reasonable and documented out-of-pocket expenses incurred by the Bank and its Affiliates (including the reasonable fees, charges and disbursements of outside counsel for the Bank) in connection with the preparation, negotiation and execution of this Amendment and any other document required to be furnished herewith.

(f) Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment. The words "execution," "signed," "signature," and words of like import, in or referring to any document so signed, will be deemed to include electronic signatures 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 or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the New York State Electronic Signatures and Records Act, UETA, E-SIGN, or any other state laws based on, or similar in effect to, such acts.

(g) Severability. Any provision in this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability

of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

(h) GOVERNING LAW. THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(i) Successors; Enforceability. The terms and provisions of this Amendment shall be binding upon the Borrower and the Bank and their respective successors and assigns, and shall inure to the benefit of the Borrower and the Bank and the successors and assigns of the Bank.

(j) Reference to and Effect on the Loan Agreement.

(i) Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Loan Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the Loan Agreement, as amended and modified hereby.

(ii) Except as specifically amended above, the Loan Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith (including, without limitation, all of the Loan Documents) shall remain in full force and effect and are hereby ratified and confirmed.

(iii) Except as expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Bank, nor constitute a waiver of any provision of the Loan Agreement or any other documents, instruments and agreements executed and/or delivered in connection therewith. This Amendment is not intended to and shall not constitute a novation of the Loan Agreement or the obligations created thereunder.

(k) Headings. Section headings in this Amendment are for convenience of reference only, and shall not govern the interpretation of any of the provisions of this Amendment.

(signature pages follow)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Loan and Security Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

NATIONAL CINEMEDIA, LLC, as Borrower

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

By: _____
Name: _____
Title: _____

*Signature Page to
Amendment No. 1 to NCM Loan and Security Agreement*

U.S. BANK NATIONAL ASSOCIATION,
as Bank

By:
Name:
Title:

*Signature Page to
Amendment No. 1 to NCM Loan and Security Agreement*

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. “[*]” INDICATES THAT INFORMATION HAS BEEN REDACTED**

**SECOND AMENDED AND RESTATED EXHIBITOR
SERVICES AGREEMENT**

BETWEEN NATIONAL CINEMEDIA, LLC AND AMC (AS DEFINED HEREIN)

AMENDED AND RESTATED AS OF APRIL 17, 2025

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SECOND AMENDED AND RESTATED EXHIBITOR SERVICES AGREEMENT

THIS SECOND AMENDED AND RESTATED EXHIBITOR SERVICES AGREEMENT (this “**Agreement**”) is entered into as of April 17, 2025 (the “**Execution Date**”) by and between National CineMedia, LLC, a Delaware limited liability company (“**LLC**”), and American Multi-Cinema, Inc., a Missouri corporation (“**American Multi-Cinema**”), Muvico, LLC (“**Muvico**”), and each of the other affiliates of American Multi-Cinema and Muvico identified on the signature pages hereto (together with American Multi-Cinema and Muvico, “**AMC**,” and with LLC, each a “**Party**” and collectively, the “**Parties**”). Any undefined capitalized term has the meaning given to it in Section 1.01.

BACKGROUND

WHEREAS, American Multi-Cinema and LLC are party to the Amended and Restated Exhibitor Services Agreement, dated December 26, 2013, and as amended March 9, 2017 (the “**Original Agreement**”) under which LLC operates a digital content network and provides the Advertising Services at the Theatres throughout the Territory.

WHEREAS, the Parties desire to amend and restate the Parties’ obligations under the Original Agreement which AMC and its Affiliates grant to LLC the exclusive right to, and LLC will, provide Advertising Services at the Theatres throughout the Territory as of the Execution Date and pursuant to the terms of this Agreement.

WHEREAS, until July 1, 2025 (the “**Effective Date**”), the payments made to American Multi-Cinema will continue as provided in the Original Agreement, and on the Effective Date all payments will be as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and, intending to be legally bound hereby, the Parties hereto agree as follows:

Article 1.

DEFINITIONS

Section 1.01 Definitions. Within the context of this Agreement, the following terms shall have the following meanings:

“**3D**” means a digital format that is three dimensional and creates the illusion of depth perception.

“**3D or 4D Advertising Services**” has the meaning assigned to it in Section 3 of Exhibit A.

“**3D or 4D Content**” has the meaning assigned to it in Section 4.15(a).

“**3D Glasses**” means glasses worn by theatre patrons to enable them to view content in 3D that meet or exceed 3D Equipment supplier’s specifications and are approved by AMC.

“**4D**” means a movie format that uses physical effects to enhance the viewing experience, including through 3D, motion-enabled seats, scents, and environmental controls.

“**ACE Solution**” means a delivery system in which the DCN screen player is eliminated, and the ACE (also referred to as an alternative content engine) interfaces directly with the TMS. The ACE Solution is also known as “fully integrated”.

“**Additional Theatres**” means any theatres in the Territory (i) of which AMC or an Affiliate of AMC obtains control of the advertising or promotional activities therein or (ii) that is newly built by AMC or an Affiliate of AMC, in each case, following the Execution Date.

“**Administrative Fee**” means the fee for services provided by LLC as requested by AMC in connection with delivery of content to Theatres.

“**Advertising Services**” means the advertising and promotional services (including the Digital Content Service, the Digital Carousel, Lobby Promotions, Event Sponsorships, Event Simulcast Advertising Services and 3D or 4D Advertising Services) as described in Exhibit A.

“**Affiliate**” means, as to any entity, any other entity that is controlled by, controls, or is under common control with that entity. The term “**control**” (including the terms “controlled,” “controlled by” and “under common control with”) means possession, directly or indirectly, of the power to direct or cause direction of the management and policies of an entity.

“**Agreement**” has the meaning assigned to it in the preamble of this Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

“**AMC**” has the meaning assigned to it in the preamble of this Agreement.

“**AMC Attendance**” means the sum of the AMC Standard Format Attendance and AMC Premium Large Format Attendance. Attendance is calculated by the total number of patrons in all Theatre auditoriums (excluding auditoriums that do not run the applicable advertising due to human or technical error within AMC’s control, AMC’s failure to allow LLC to upgrade the Software or Equipment following reasonable advance notice from LLC, AMC’s failure to install Equipment pursuant to its obligations under Section 3.04 or, after notice and opportunity to cure as set forth in Section 3.08(b), as the result of AMC’s failure to repair or replace any AMC Equipment or AMC’s (or its Affiliates’) software installed at any Theatre, if such obligation to repair or replace is undertaken by AMC pursuant to Section 3.08(b) and excluding auditoriums that do not exhibit Inventory for any other reason not caused by LLC), during the applicable measurement period. An “AMC Attendee” is one patron that satisfies the definition of AMC Attendance.

“**AMC Attributable Revenue**” has the meaning assigned to it in Section 2.05(b)(i)(A).

“**AMC Attributable Lobby Revenue**” has the meaning assigned to it in Addendum A.

“**AMC Campaign Attendance**” has the meaning assigned to it in Section 2.05(b)(i)(B).

“**AMC Derived Works**” has the meaning assigned to it in Section 13.02(b).

“**AMC Equipment**” means the Equipment owned by AMC.

“**AMC Information**” means all Confidential Information supplied by AMC and its Affiliates.

“**AMC Marks**” means the trademarks, service marks, logos, slogans and/or designs owned by AMC or otherwise contributed by AMC for use under this Agreement, in any and all forms, formats and styles, including as may be used in the Brand (as defined herein), as may be modified from time-to-time all as notified to LLC from time-to-time by AMC.

“**AMC Optional Termination Right**” has the meaning assigned to it in Section 9.03(a).

“**AMC Property**” has the meaning assigned to it in Section 13.01(b).

“**AMC Platinum Spot Attributable Revenue**” has the meaning assigned to it in Section 2.05(c)(i)(A).

“**AMC Platinum Spot Revenue per Attendee**” means, with respect to the applicable period, the AMC Platinum Spot Attributable Revenue for such period, divided by aggregate AMC Attendance during such period. For the avoidance of doubt, the AMC Platinum Spot Revenue per Attendee will exclude the AMC Attributable Revenue. For illustrative purposes only, if AMC Attendance for the applicable period is 100,000,000 and the AMC Platinum Spot Attributable Revenue for the same period is \$10,000,000.00, then the AMC Platinum Spot Revenue per Attendee shall be \$0.10.

“**AMC Political Attributable Revenue**” has the meaning assigned to it in Schedule 4.02.

“**AMC Premium Large Format Attendance**” means an AMC Attendee that is in an auditorium with a Premium Large Format Screen.

“**AMC Quality Standards**” has the meaning assigned to it in Section 7.03(c).

“**AMC Revenue per Attendee**” means, with respect to the applicable period, the AMC Attributable Revenue for such period, divided by aggregate AMC Attendance during such period. For the avoidance of doubt, the AMC Revenue per Attendee will exclude the AMC Platinum Spot Attributable Revenue and the AMC Political Attributable Revenue. For illustrative purposes only, if AMC Attendance for the applicable period is 100,000,000 and the AMC Attributable Revenue for the same period is \$50,000,000.00, then the AMC Revenue per Attendee shall be \$0.50.

“**AMC Revenue per Attendee Grid**” has the meaning assigned to it in Section 2.05(b).

“**AMC Standard Format Attendance**” means an AMC Attendee that is in an auditorium with a Standard Format Screen.

“**AMC Tonality Requirements**” has the meaning assigned to it in Schedule 4.02.

“**American Multi-Cinema**” has the meaning assigned to it in the preamble to this Agreement.

“**Annual Minimum Guarantee**” has the meaning assigned to it in Section 2.05(e).

“**Assignment and Assumption**” has the meaning assigned to it in Section 15.08.

“**Associated Provisions**” has the meaning assigned to it in Section 12.06.

“**Bankruptcy Code**” means Title 11 of the United States Code (11 U.S.C. §101 et seq.), as amended from time to time.

“**Beverage Agreement**” means the Marketing, Advertising and Brand Presence Agreement by and between Coca-Cola North America, a division of The Coca-Cola Company, and AMC, dated as of January 1, 2021, and all exhibits and amendments thereto, as such agreement may be amended from time to time, and any subsequent agreements entered into by AMC and its beverage concessionaires at the expiration or termination of the agreement referenced above which is in effect on the Execution Date.

“**Beverage Agreement Advertising Rate**” has the meaning assigned to it in Section 4.05(a).

“**Beverage Compliance Report**” has the meaning assigned to it in Section 4.09(b)(i).

“**Brand**” has the meaning assigned to it in Section 4.04(a).

“**Branded Slots**” has the meaning assigned to it in Section 4.04(a).

[***]

“**Cinemark**” means Cinemark USA, Inc., a Texas corporation.

“**Cinemark Exhibitor Agreement**” means the Amended and Restated Exhibitor Services Agreement between LLC and Cinemark, dated December 26, 2013, as the same may be amended, supplemented or otherwise modified from time to time.

“**Client Limitation**” has the meaning assigned to it in Section 4.06(b)(i).

“**Concessions**” means popcorn, candy, and other food and beverage items, including alcohol sold in a Theatre.

“**Confidential Information**” means all documents and information concerning any other Party hereto furnished it by such other Party or its representatives in connection with the transactions contemplated by this Agreement (together with confidential information, including but not limited to Intellectual Property and other Proprietary Information of LLC), and shall include, by way of example and not limitation, the LLC Property, the AMC Property, the LLC Derived Works and the AMC Derived Works. Notwithstanding the foregoing, Confidential Information shall not include any information that can be shown to have been (i) previously known by the Party to which it is furnished lawfully and without breaching or having breached an obligation of such Party or the disclosing Party to keep such documents and information confidential, (ii) in the public domain through no fault of the disclosing Party, or (iii) independently developed by the disclosing Party without using or having used the Confidential Information.

“**Contract Year**” means each twelve (12)-month period during the Term, commencing on the Effective Date.

“**Costs**” has the meaning assigned to it in [Section 11.01\(a\)](#).

“**Digital Advertising Agreement**” has the meaning assigned to it in [Section 6.02](#).

“**Digital Carousel**” means a loop of slide advertising with minimal branding and entertainment content which is displayed before the Pre-Feature Program in Theatres via the Digital Content Network.

“**Digital Cinema Equipment**” has the meaning assigned to it in [Section 3.06\(a\)](#).

“**Digital Cinema Screen**” means a screen in an auditorium in a Theatre that is equipped with Digital Cinema Equipment and such Digital Cinema Equipment is operational to provide the Advertising Services.

“**Digital Cinema Services**” means services related to the digital playback and display of feature films at a level of quality commensurate with that of 35 mm film release prints that includes high-resolution film scanners, digital image compression, high-speed data networking and storage, and advanced digital projection.

“**Digital Content Network**” means a network of LLC Equipment and third-party equipment and other facilities which provides for the electronic transmission of digital content, directly or indirectly, from a centrally-controlled location to Theatres, resulting in the “on- screen” exhibition of such content in such Theatres, either in Theatre auditoriums or on Lobby Screens.

“**Digital Content Service**” means the Pre-Feature Program, Policy Trailer and the Lobby Entertainment Program.

“**Digital Programming Event**” means any programming exhibited in Theatres that is not a feature film.

“**Digital Programming Event Simulcast**” has the meaning assigned to it in [Section 4.16](#).

“**Digital Screen**” means a screen in an auditorium of a Digitized Theatre.

“**Digitized Theatres**” means all Theatres that are connected to the Digital Content Network, as of the Execution Date, and all Theatres that subsequently connect to the Digital Content Network, as of the date such connection is established.

“**Disposition**” (including the term “**Disposed**”) has the meaning assigned to it in [Section 2.03](#).

“**Dolby Cinema Screen**” means Theatre screens dedicated to the exhibition of films using “Dolby Cinema” technology that include both Dolby Vision, or a replacement technology, and Dolby Atmos, or a replacement technology. Any Theatre screen that utilizes only one aspect of Dolby’s technology or that is not marketed specifically by AMC as a premium product offering will not be Dolby Cinema Screens.

“**Dual Interface Architecture**” means a delivery system in which the SMS and the DCN screen player connect to the same digital cinema projector (one projector with two play-back servers).

“**Effective Date**” has the meaning assigned to it in the recitals to this Agreement.

“**Encumbered Theatres**” has the meaning assigned to it in Section 4.07(a).

“**Equipment**” means the equipment and cabling, as prescribed by the terms of this Agreement, which is necessary to schedule, distribute, play, reconcile and otherwise transmit and receive the Advertising Services delivered by LLC pursuant to the terms of this Agreement, and a complete list of all such equipment located inside or on any Theatre building and the ownership thereof as of the Execution Date is set forth in the Specification Documentation. Lobby Equipment is addressed in Addendum A.

“**Event Distributor**” has the meaning assigned to it in Section 4.16(a).

“**Event Simulcast Advertising Services**” has the meaning assigned to it in Section 2 of Exhibit A.

“**Event Sponsorship**” has the meaning assigned to it in Section 2 of Exhibit A.

“**Event Trailer**” means a promotion for a Digital Programming Event that is exhibited in the Theatres after Showtime.

“**Excluded Theatres**” has the meaning assigned to it in Section 4.12.

[***]

“**Execution Date**” has the meaning assigned to it in the preamble to this Agreement.

“**Fiscal Year**” means the fiscal year of the LLC.

“**Flight**” has the meaning assigned to it in Section 4.01(a).

“**Future Theatres**” has the meaning assigned to it in Section 3.01.

“**GAAP**” means United States generally accepted accounting principles, consistently applied.

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“**IMAX Screens**” means Theatre screens dedicated to the exhibition of films using “IMAX” technology.

“**Indemnifying Party**” has the meaning assigned to it in Section 11.01(c).

“**Infringement**” has the meaning assigned to it in Section 12.02.

“**Initial Term**” has the meaning assigned to it in Section 9.01.

“**Intellectual Property**” means all intellectual property, including but not limited to all U.S., state and foreign (i) (A) patents, inventions, discoveries, processes and designs; (B) copyrights and works of authorship in any media; (C) trademarks, service marks, trade names, trade dress and other source indicators and the goodwill of the business symbolized thereby, (D) software; and (E) trade secrets and other confidential or proprietary documents, ideas, plans and information; (ii) registrations, applications and recordings related thereto; (iii) rights to obtain renewals, extensions, continuations or similar legal protections related thereto; and (iv) rights to bring an action at law or in equity for the infringement or other impairment thereof.

“**Inventory**” means any advertising or other content.

“**Joint Venture Termination and Settlement Agreement**” has the meaning assigned to it in Section 6.01.

“**License Agreement**” means that certain Second Amended and Restated Software License Agreement, dated as of February 13, 2007, among LLC, AMC, and the other parties thereto, and as such agreement may be amended, supplemented or otherwise modified from time to time.

“**LLC Agreement**” has the meaning assigned to it in the recitals to this Agreement.

“**LLC Confirmation**” has the meaning assigned to it in Section 3.06(a).

“**LLC Derived Works**” has the meaning assigned to it in Section 13.02(a).

“**LLC Equipment**” means the Equipment owned by LLC pursuant to the terms of this Agreement.

“**LLC Marks**” means the trademarks, service marks, logos, slogans and/or designs owned by LLC or otherwise contributed by LLC for use under this Agreement, in any and all forms, formats and styles, including as may be used in the Brand (as defined herein), as may be modified from time-to-time all as notified to AMC from time to time by LLC.

“**LLC Net Revenue per Attendee**” has the meaning assigned to it in Section 2.05(b)(i)(C).

“**LLC Optional Termination Right**” has the meaning assigned to it in Section 9.03(b).

“**LLC Platinum Spot Net Revenue per Attendee**” has the meaning assigned to it in Section 2.05(c)(i)(B).

“**LLC Political Revenue per Attendee**” has the meaning assigned to it in Schedule 4.02.

“**LLC Property**” has the meaning assigned to it in Section 13.01(a).

“**LLC Quality Standards**” has the meaning assigned to it in Section 7.02(c).

“**Lobby Entertainment Program**” means a program of digital content exhibited on Lobby Screens (as defined in Addendum A) which is distributed by LLC through the Digital Content Network for exhibition in Digitized Theatres, upon the terms set forth in Addendum A.

“**Lobby Equipment**” has the meaning assigned to it in Addendum A.

“**Lobby Promotions**” has the meaning assigned to it in Addendum A.

“**Lobby Revenue Share**” has the meaning assigned to it in Addendum A.

“**Lobby Screens**” has the meaning assigned to it in Addendum A.

“**Low Resolution Projection System**” means a digital projection system deployed in Theatres that (i) has a maximum resolution less than 2K (i.e., a resolution of less than 2048×1080), and (ii) is similar in functionality to the low-resolution projection systems currently deployed in Theatres as of the Execution Date.

“**Marketing Materials**” has the meaning assigned to it in Section 7.02(a).

“**MFN Litigation**” means the Bankruptcy Appeals as defined in the Joint Venture Termination and Settlement Agreement, including any all appeals, remands and further proceedings resulting from such action.

“**Monthly Total**” has the meaning assigned to it in Section 2.05(g).

“**Monthly Total Payment**” has the meaning assigned to it in Section 2.05(g).

“**Muvico**” has the meaning assigned to it in the preamble to this Agreement.

“**National CineMedia**” means National CineMedia, Inc.

“**Net Revenue**” means, with respect to a specific advertising or promotional content campaign for which LLC recognizes revenue in an applicable period, the excess of (a) the total amount received by LLC from third parties for such campaign in such period, less [***].

“**Non-Digitized Theatres**” means Theatres that are not Digitized Theatres.

“**Original Agreement**” has the meaning assigned to it in the recitals of this Agreement.

“**Original Payment Structure**” has the meaning assigned to it in Section 15.14.

“**Party**” has the meaning assigned to it in the preamble of this Agreement.

“**Permitted Transfer**” means:

(a) by operation of law or otherwise, the direct or indirect change in control, merger, consolidation or acquisition of all or substantially all of the assets of LLC or AMC, as applicable,

(b) the assignment of this Agreement by AMC to an Affiliate in connection with a bona fide business purpose, provided such Affiliate executes a joinder to this Agreement,

(c) with respect to the rights and obligations of LLC under this Agreement, (i) the grant of a security interest by LLC in this Agreement and all rights and obligations of LLC hereunder to a lender, group of lenders, or an administrative agent in connection with a credit agreement or other secured debt agreement, (ii) the assignment or other transfer of such rights and obligations to the lender, group of lenders, or an administrative agent or other third party upon the exercise of remedies in accordance with LLC's existing credit agreement or other secured debt and/or any other secured debt to be entered into or issued by LLC and the subsequent assignment or other transfer of such rights and obligations by the lender, group of lenders, or an administrative agent to a third party, or

(d) in the event that LLC becomes a debtor in a case under the Bankruptcy Code, the assumption and/or assignment by LLC of this Agreement under section 365 of the Bankruptcy Code, notwithstanding the provisions of section 365(c) thereof.

“**Person**” means any individual, corporation, limited liability company, partnership, trust, joint stock company, business trust, unincorporated association, joint venture, Governmental Authority or other entity or organization of any nature whatsoever or any Group of two or more of the foregoing.

“**Platinum Spot**” has the meaning assigned to it in Section 4.01(b)(i)(B).

“**Platinum Spot Revenue Share**” has the meaning assigned to it in Section 2.05(c).

“**Play List**” has the meaning assigned to it in Section 4.01(a).

“**Policy Trailer**” has the meaning assigned to it in Section 4.04(b).

“**Political Advertising**” has the meaning assigned to it in Schedule 4.02.

“**Political Revenue Share**” has the meaning assigned to it in Schedule 4.02.

“**Pre-Feature Program**” means a program of digital content of (i) between 20 and 25 minutes in length that is distributed by LLC through the Digital Content Network for exhibition in Theatres beginning 15 to 20 minutes prior to Showtime (the “**Preshow**”) and ending 5 minutes immediately following Showtime (as further described in Section 4.01(b)) (the “**Postshow**”) of a feature film or Digital Programming Event and (ii) the Platinum Spot.

“**Pre-Feature Programming Schedule**” means the schedule for the Pre-Feature Program as developed from time to time by LLC after consultation with AMC.

“**Premium Large Format Screen**” means a large format screen that uses premium technology licensed or otherwise provided by a third-party, and is marketed and sold by AMC as a premium large format. As of the date hereof, the parties agree that only IMAX Screens, Dolby Cinema Screens, 4DX Screens, and multi-projector ScreenX Screens are Premium Large Format Screens. [***]

“**Projection System**” means, collectively, a digital projection system including at least the following components: a digital projector with a minimum resolution of 2K, a digital

cinema playout system (server or media block) and a screen management system for the relevant Screen.

“**Proprietary Information**” means all Intellectual Property, including but not limited to information of a technological or business nature, whether written or oral and if written, however produced or reproduced, received by or otherwise disclosed to the receiving Party from or by the disclosing Party that is marked proprietary or confidential or bears a marking of like import, or that the disclosing Party states is to be considered proprietary or confidential, or that a reasonable person would consider proprietary or confidential under the circumstances of its disclosure.

[***]

“**PSA Trailer**” means up to 30 seconds for AMC approved fundraising or public service/awareness campaign and that may contain the display of any trademark, service mark, logo or other branding of the charitable organizations and/or AMC suppliers/vendors sponsoring such campaign that is exhibited in the Theatres after Showtime. PSA Trailers may not contain blatant advertising for AMC suppliers/vendors sponsoring the message and will satisfy all requirements of a Sponsor Message. AMC may also include PSA Trailer content in its Branded Slots or Policy Trailer.

“**Renewal Term**” has the meaning assigned to it in Section 9.01.

“**Representatives**” has the meaning assigned to it in Section 11.01(a).

“**Revenue Share**” has the meaning assigned to it in Section 2.05(b).

[***]

“**Reverted Agreement**” has the meaning assigned to it in Section 9.03(c).

“**Run-Out Obligations**” has the meaning assigned to it in Section 4.07(a).

“**Showtime**” means the advertised showtime for a feature film or a Digital Programming Event, which will include the period of time for the Postshow, Trailers and other permitted content prior to the actual start of the feature film or a Digital Programming Event. If local laws or regulations require advertisement of the actual start time of the feature film or Digital Programming Event, the Parties will cooperate to determine compliance approaches that minimize the impact on the Pre-Feature Program, the Postshow and Trailers, provided, however, that AMC shall not be required to take any action that it reasonably determines would be violative of such laws or regulations.

“**Software**” means the software owned by, and/or licensed to, LLC or its direct or indirect Subsidiaries and which is installed on either LLC Equipment or AMC Equipment and used in connection with delivery of the Digital Content Service and the Digital Carousel.

“**Special Promotions**” has the meaning assigned to it in Section 4.13.

“**Specification Documentation**” means documentation relating to technical specifications or other matters relating to this Agreement, that is mutually agreed upon by the Parties from time-to-time.

“**Sponsor**” means any Person that, financially or through the provision of goods or services, supports the production, distribution, underwriting or marketing of a Digital Programming Event.

“**Sponsor Message**” means a marketing message from a Sponsor that may be exhibited under the conditions, restrictions and requirements identified herein.

“**Standard Format Screen**” means any screen that is not a Premium Large Format Screen.

“**Strategic LEN Programs**” has the meaning assigned to it in Section 4.06(b)(ii).

“**Strategic Lobby Programs**” has the meaning assigned to it in Section 4.06(b)(iii).

“**Strategic Programs**” has the meaning assigned to it in Section 4.06(b).

“**Strategic Relationship**” has the meaning assigned to it in Section 4.06(b).

“**Subsidiary**” means, with respect to any Person, (i) a corporation a majority of whose capital stock with the general voting power under ordinary circumstances to vote in the election of directors of such corporation (irrespective of whether or not, at the time, any other class or classes of securities shall have, or might have, voting power by reason of the happening of any contingency) is at the time beneficially owned by such Person, by one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries thereof or (ii) any other Person (other than a corporation), including a joint venture, a general or limited partnership or a limited liability company, in which such Person, one or more Subsidiaries thereof or such Person and one or more Subsidiaries thereof, directly or indirectly, at the date of determination thereof, beneficially own a majority ownership interest entitled to vote in the election of directors, managers or trustees thereof (or other Persons performing such functions) or act as the general partner or managing member of such other Person.

“**Term**” has the meaning assigned to it in Section 9.01.

“**Territory**” means the 50 states of the United States of America and the District of Columbia.

“**Theatre Advertising**” means advertisement of one or more of the following activities associated with operation of the Theatres of AMC or its Affiliates: (A) the availability and price of Concessions available in the Theatre, which will not include any mention of purchase or consumption outside the Theatre, (B) AMC’s gift cards, loyalty programs and other items related to AMC’s business in the Theatres, (C) events or services presented by AMC including without limitation business meetings, church services or other events, (D) vendors of services (other than film-related vendors or vendors for Digital Programming Events) provided to the Theatres, provided such promotion is incidental to the vendor’s service such as, but without limitation, online or telephone ticketing or other alternative delivery sources for the same, credit cards, bank cards, charge cards, debit cards, gift cards and other consumer payment devices, or (E) AMC branded popcorn or other merchandise available outside of Theatres, which may include a reference to the availability in retail outlets by name. Theatre Advertising includes the display of concession menus, movie listings, Showtimes and pricing information. Theatre Advertising may include QR codes, url addresses, social media identifiers, and the

logos and trademarks of Concession suppliers and producers and distributors of feature films or Digital Programming Events. Theatre Advertising may not contain blatant advertising for AMC suppliers/vendors or any retail outlets, and AMC may not sell, charge, or market the Theatre Advertising to any third-party and will satisfy all requirements of a Sponsor Message. Provided, however, that AMC shall not be prohibited from receiving customary promotional discounts, rebates, allowances or similar incentives from its suppliers/vendors in connection with its purchases of goods and services that are not a material inducement to entering into the arrangement.

“**Theatre Maintenance Fee per Digital Cinema Screen**” has the meaning assigned to it in Schedule 2.05(h).

“**Theatres**” means from time-to-time, as applicable, all theatres in the Territory owned by AMC or an Affiliate of AMC or as to which AMC or an Affiliate of AMC has a controlling interest or operational control, except as provided in Sections 2.02, 4.07 and 4.12 or as may be mutually agreed by the Parties in writing. The foregoing notwithstanding, no motion picture theatre located outside of the Territory shall be a Theatre without LLC’s prior written consent. Theatre includes all parts of the physical facilities inside a theatre building to which the public has access. The Theatres that are initially subject to this Agreement are listed on Schedule 1.01, which may be amended from time to time by the Parties as Additional Theatres become Theatres or Dispositions occur.

“**TMS**” means a digital cinema theatre management server.

“**Total Campaign Attendance**” has the meaning assigned to it in Section 2.05(b)(i)(D).

“**Trailer**” means a promotion secured by AMC, directly or indirectly, for a feature film that is exhibited in the Theatres after the Postshow.

“**Trailer Position**” means a specified Inventory slot directly preceding the applicable Trailer. For example, “Third Trailer Position” means a slot directly preceding the third Trailer prior to the feature film or Digital Programming Event. For the avoidance of doubt, trailer positions are counted backward from the last trailer, with the last trailer having the “First Trailer Position”. Trailer Position shall be determined without distinction of certain trailers as attached trailers (i.e. the “First Trailer Position” is the last trailer played regardless of whether it is considered an attached trailer).

“**Upgrade Request**” has the meaning assigned to it in Section 3.05.

Article 2.

PARTICIPATION AND FEES

Section 2.01 Theatre Service Participation. During the Term, LLC shall provide all aspects of the Advertising Services to AMC and AMC shall exhibit and otherwise participate in such aspects of the Advertising Services, on the terms and conditions set forth herein. Subject to the provisions of Section 4.07 (AMC Run-Out Obligations), during the Term all Theatres will participate in the Advertising Services as Digitized Theatres.

(a) **Digitized Theatres.** During the Term, pursuant to the terms of **Section 4.01** (Content and Distribution of the Digital Content Service), LLC will provide the following Advertising Services to the Digitized Theatres, and all Digitized Theatres will, subject to the terms of **Section 4.11** (Customer Access to Pre-Feature Program), participate in (i) the Pre-Feature Program, (ii) the Policy Trailer and (iii) the Lobby Entertainment Program (as described in **Addendum A**). Additionally, LLC may provide the Digital Carousel during the period beginning after the preceding feature film (or, in the case of the first feature film of the day, beginning after the opening of the auditorium doors for that film) until the beginning of the Pre-Feature Program and, if LLC provides the Digital Carousel, then all Digitized Theatres will, subject to the terms of **Section 4.11** (Customer Access to Pre-Feature Program), participate in the Digital Carousel.

(b) **Non-Digitized Theatres.** Non-Digitized Theatres will not participate in, nor will LLC be obligated to provide to any Non-Digitized Theatre, the Pre-Feature Program or any other Advertising Services without LLC's prior written consent. AMC will use commercially reasonable efforts to convert any existing or future acquired Non-Digitized Theatres to Digitized Theatres.

(c) **Lobby Promotions.** LLC shall provide Lobby Promotions to Theatres and Theatres shall participate in Lobby Promotions as described in **Addendum A**.

(d) **Modifications.** The Parties agree that the rights and obligations to provide and participate in elements of the Advertising Services, as set forth immediately above, may be modified during the Term upon mutual written agreement of the Parties.

(e) **Rights to Transfer Theatres.** The Parties agree that nothing in this Agreement is intended to, nor shall, bind or otherwise limit AMC's or its Affiliates' rights and abilities in its sole discretion from time to time to close, sell, acquire or otherwise transfer any interest in (including by mortgage or otherwise) any theatre.

Section 2.02 Addition of Theatres.

(a) **Additional Theatres.** Subject to **Schedule 2.02(a)**, LLC must consent in writing to the provision of Advertising Services to any Additional Theatre. Any Additional Theatre approved by LLC must be equipped to receive the Digital Content Service via the Digital Content Network, may not be a Non-Digitized Theatre (without LLC's written consent), and shall participate in the Digital Content Service on the terms set forth in **Section 2.01**. AMC will use commercially reasonable efforts to notify LLC at least 90 days prior to the date that AMC anticipates LLC being able to provide Advertising Services to an Additional Theatre, and will include at least the following information: (1) address, (2) the number and types of screens, (3) AMC's plans to improve or alter the Theatre, and (4) the number of attendees in the Additional Theatre during each of the previous 5 years (or in the case of a newly built theatre, the estimated attendance used by AMC in making the decision to build the theatre and any internal adjustments to that estimate). If LLC does not consent to the provision of Advertising Services to an Additional Theatre, then such Additional Theatre will not be subject to the exclusivity and mandatory participation restrictions set forth in **Section 2.04**. In the event that LLC consents to an Additional Theatre that was previously receiving advertising services from a third-party, **Section 4.07** will apply.

(b) **AMC Party.** In the event that an Additional Theatre expected to receive Advertising Services is owned, operated, or managed by an entity that is not a signatory to this Agreement, then AMC will cause such entity to sign a joinder in a form reasonably acceptable to LLC causing such entity to become a Party to this Agreement.

Section 2.03 Disposition of Theatres.

(a) **Disposition.** AMC shall provide LLC prompt written notice after the sale, transfer, permanent closure or other disposition of a Theatre (other than as the result of a Permitted Transfer) or the permanent loss of any Theatre lease (a “Disposition”). The decision to sell, close or otherwise dispose of any Theatre shall be in AMC’s sole and absolute discretion. Any such Theatre shall cease to be a Theatre for all purposes under this Agreement; and, if so determined by AMC and agreed by LLC (which agreement shall not be unreasonably or untimely withheld), then unless LLC and the applicable third party(ies) enter into an agreement for LLC to provide advertising services, then the Parties will agree on a date and time at which LLC shall be permitted to enter the affected Theatre(s) and remove any LLC Property. In the event LLC fails to remove any LLC Property within the timeframe the Parties agree upon for such removal, AMC or such third-party transferee shall have the right to remove and dispose of such LLC Property in its sole discretion; provided that any Software included in the LLC Property shall be removed and returned to LLC at LLC’s expense.

Section 2.04 Mandatory Participation. Mandatory Participation. During the Term, except as expressly provided in this Agreement, including Sections 4.01(b) (Pre-Feature Programs), 4.04 (Policy Trailer; Branded Slots), 4.05(a) (Beverage Agreements), 4.06 (Other AMC Advertising Agreements), 4.07 (AMC Run-Out Obligations), 4.10(b) (Event Trailers), 4.16(a) and (b) (Digital Programming Event Simulcast), 4.17 (Event Sponsorships; Sponsor Message), Exhibit A (Description of Advertising Services), and Addendum A (Lobby Entertainment Program and Lobby Promotions), AMC shall subscribe for and LLC shall be the exclusive provider to the Theatres of the services specifically set forth in the definition of the “Advertising Services.” Except as expressly provided in this Agreement, during the Term, AMC shall neither engage nor permit a third party (excluding third party designees of LLC as provided hereunder) to provide, or itself provide, to a Theatre any of the services specifically set forth in the definition of “Advertising Services” set forth in Exhibit A. Nothing in this Agreement shall limit or affect (i) LLC’s ability to contract or enter into any relationship with any Person or entity for any product, service, or otherwise, whether or not similar to any products or services provided by LLC under this Agreement, or (ii) AMC’s ability to contract or enter into any relationship with any Person or entity for any product, service, or otherwise, other than the services that will be provided exclusively by LLC as set forth in this Section 2.04. All rights with respect to advertising and promotions not explicitly granted hereunder are reserved to AMC, including without limitation AMC’s ability to offer and sell advertising to any third party on any website on the Internet, its telephone ticketing service or other alternative media sources used for ticketing.

Section 2.05 Revenue Share; Minimum Guarantee; Theatre Maintenance Fee.

(a) **Fees.** In consideration for the exclusive right to provide the Advertising Services, with respect to each Fiscal Year, LLC shall pay AMC (1) an amount equal to the greater of (i) the Revenue Share, and (ii) the aggregate Annual Minimum Guarantee with respect to such Fiscal Year, plus (2) the (i) Platinum Spot Revenue Share, (ii) the Lobby

Revenue Share, and (iii) Political Revenue Share. The Revenue Share payment for the 2025 Fiscal Year is addressed in Section 2.05(b)(ii).

(b) **Revenue Share.** The revenue share amount (excluding the Platinum Spot, Lobby Revenue, or Political Advertising) (the “Revenue Share”) to be paid for a specific AMC Revenue per Attendee Range pursuant to Section 2.05(a) will be determined by calculating the product of: (i) the AMC Attendance for the applicable period, multiplied by (ii) the sum of the product of AMC Revenue per Attendee multiplied by the Revenue Share Percentage for each applicable Level set forth in the grid below (the “AMC Revenue per Attendee Grid”). The Revenue Share for each level in the AMC Revenue per Attendee Grid shall only be calculated based upon the revenue included in each range and the amount of each grid level shall be added together to calculate the final Revenue Share amount.

Level	AMC Revenue per Attendee Range	Revenue Share Percentage	Maximum Fee per Attendee for the Level
1	Up to \$[***]	[***]	[***]
2	Greater than \$[***] and less than or equal to \$[***]	[***]	[***]
3	Greater than \$[***]	[***]	N/A

The following are illustrative examples calculating the Revenue Share:

[***]

(i) **AMC Attributable Revenue.** For purposes of this Section 2.05(b) and Section 2.05(c), the following capitalized terms shall have the meanings specified below:

(A) “AMC Attributable Revenue” means the sum of the aggregate product of (A) LLC Net Revenue per Attendee (excluding the LLC Platinum Spot Attributable Revenue, AMC Attributable Lobby Revenues and the LLC Political Attributable Revenue), multiplied by (B) AMC Campaign Attendance for each advertising campaign displayed in the Theatres.

(B) “AMC Campaign Attendance” means, for each advertising or promotional content campaign, the aggregate AMC Attendance delivered for such campaign.

(C) “LLC Net Revenue per Attendee” means, for each advertising or promotional content campaign, the quotient of (i) (a) Net Revenue for such campaign *less* (b) any Net Revenue directly related to the Platinum Spot, Lobby Promotions, Lobby Entertainment Program or Political Advertising, divided by (B) Total Campaign Attendance.

(D) “Total Campaign Attendance” means, for each advertising or promotional content campaign, the aggregate admissions from LLC’s network delivered for such campaign, including, for the avoidance of doubt, the AMC Attendance.

(ii) **2025 Fiscal Year.** For the 2025 Fiscal Year, AMC will only be paid a Revenue Share related to the time period beginning on the Effective Date and ending at the end of the 2025 Fiscal Year. The AMC Revenue per Attendee for the 2025 Fiscal Year will be calculated based on the AMC Attributable Revenue and AMC Attendance for the entire 2025 Fiscal Year, but AMC will only be paid a Revenue Share for the AMC Attendance beginning on the Effective Date. AMC has no right to a Revenue Share associated with any AMC Attendance or advertising prior to the Effective Date. LLC will deliver the reporting required by Section 2.05(d) for the time period beginning on the first day of the 2025 Fiscal Year and ending on June 30, 2025 with the reporting for the 3rd fiscal quarter of 2025. The following are illustrative examples calculating the Revenue Share for the 2025 Fiscal Year:

[***]

(c) **Platinum Spot Revenue Share.** The revenue share amount associated with the AMC Platinum Spot Attributable Revenue (the “Platinum Spot Revenue Share”) will be determined by calculating the product of: (i) the AMC Attendance that views the Platinum Spot for the applicable period, multiplied by (ii) the product of AMC Platinum Spot Revenue per Attendee multiplied by [***]. The Platinum Spot Revenue Share will be payable quarterly within 30 days following the delivery of the reporting described in Section 2.05(d).

(i) **AMC Platinum Spot Attributable Revenue.** For purposes of this Section 2.05(b), the following capitalized terms shall have the meanings specified below:

(A) “AMC Platinum Spot Attributable Revenue” means the sum of the aggregate product of (A) LLC Platinum Spot Net Revenue per Attendee, multiplied by (B) AMC Campaign Attendance for each advertising campaign that displayed a Platinum Spot in the Theatres.

(B) “LLC Platinum Spot Net Revenue per Attendee” means, for each advertising or promotional content campaign, the quotient of (i) (a) Net Revenue directly related to the Platinum Spot in an advertising campaign, divided by (B) Total Campaign Attendance.

The following is an illustrative example calculating the Platinum Spot Revenue Share:

[***]

(d) **Revenue Share Reporting.** Beginning with LLC’s first fiscal quarter following the Effective Date, within 15 days following each quarterly Securities and Exchange Commission filing by LLC or its Affiliates, or if LLC and its Affiliates are not a publicly reporting entity, 45 days following the end of each fiscal quarter in an applicable Fiscal Year, LLC shall deliver to AMC (i) a report summarizing the AMC Attributable Revenue, AMC Platinum Attributable Revenue, AMC Attributable Lobby Revenue, and AMC Political Attributable Revenue, and (ii) a report comparing the AMC Attributable Revenue, AMC Platinum Attributable Revenue, AMC Attributable Lobby Revenue, and AMC Political Attributable Revenue to LLC’s aggregate Net Revenues (including as may be reported in any such quarterly Securities and Exchange Commission filing, if applicable). The Parties agree that the form of revenue share reporting provided by NCM is acceptable as of the date hereof. If the form of revenue share reporting does not provide sufficient

information to AMC to satisfy its financial reporting requirements, then the Parties will reasonably cooperate on any revisions to the format and content of such reports.

(e) **Annual Minimum Guarantee.** The minimum guaranteed amount to be paid for the Advertising Services (the “Annual Minimum Guarantee”) shall be (i) \$[***] per [***], which amounts shall increase [***] on each anniversary of the Effective Date.

The following is an illustrative example calculating the Annual Minimum Guarantee:

[***]

(f) **Annual Revenue Share True-up.** LLC shall provide AMC with details of the Net Revenue earned by AMC in respect of each Fiscal Year and details of the calculations of the Revenue Share in respect of each such Fiscal Year within 60 days from the end of such Fiscal Year; provided that LLC will use commercially reasonable efforts to provide an estimate of the Net Revenue earned by AMC within 30 days from the end of such Fiscal Year. AMC shall notify LLC of any dispute it has with the applicable Revenue Share calculation no later than 30 days after receipt of the final report. If the sum of the Revenue Share for any Fiscal Year exceeds the Annual Minimum Guarantee payments actually paid by LLC to AMC in respect of such Fiscal Year, then LLC shall (a) pay AMC, by ACH or wire transfer of immediately available funds to a bank account designated by AMC, the difference between the Annual Minimum Guarantee payments actually paid in respect of such Fiscal Year and the applicable Revenue Share and (b) provide AMC confirmation of the initiation of such undisputed payment within 30 days after the confirmation by AMC to LLC that there is no known dispute with the applicable Revenue Share calculation provided by LLC. For purposes of this **Section 2.05**, upon the termination of this Agreement, any annual Revenue Share payment shall be calculated pro-rata for the applicable period of time that has accrued prior to the termination of this Agreement.

(g) **Invoicing and Payment Terms of Monthly Totals.** AMC will provide LLC with details of the total monthly AMC Attendance [***] per Theatre so that they are actually received by LLC within 5 business days of each of LLC’s month-end during the Term or otherwise as reasonably practical after LLC’s month-end (“Monthly Total”), and the LLC shall calculate the amount owed by it to AMC for such month in respect of the Annual Minimum Guarantee on the basis of such Monthly Total (“Monthly Total Payment”). LLC shall pay AMC the Monthly Total Payment by ACH or wire transfer of immediately available funds to a bank account designated by AMC on the later of the date that is (i) 30 days after receipt of the Monthly Total and (ii) the last day of LLC’s month-end following the month in which AMC provided the Advertising Services.

(h) **Theatre Maintenance Fee per Digital Cinema Screen.** If applicable, LLC shall pay AMC the Theatre Maintenance Fee per Digital Cinema Screen, as set forth in **Schedule 2.05(h)**, along with and at the same time as the Monthly Total Payment; provided that AMC reports the necessary information regarding the status of the [***] opening status at the same time as the AMC Attendance under **Section 2.05(g)**.

Section 2.06 Non-Cash Consideration. Any Net Revenue that LLC receives in the form of non-cash consideration shall be valued as revenue in accordance with GAAP. If LLC’s value of non-cash consideration received under any arrangement related to AMC annually exceeds \$500,000 but is not greater than \$5 million from any party in a single transaction or

series of related transactions, such value shall be confirmed by National CineMedia, if it is LLC's managing member, or LLC's then managing member. If LLC's value of non-cash consideration received under any arrangement exceeds \$5 million from any party in a single transaction or series of related transactions, LLC shall engage an independent qualified appraiser to determine the fair market value of such non-cash consideration. Notwithstanding the foregoing, no confirmation or appraisal of value shall be required for LLC's acquisition of tickets from AMC at the published group sale price in exchange for advertising at LLC's rate card rate.

Article 3.

EQUIPMENT

Section 3.01 Procurement; Cost; Specifications. The Parties agree that all Theatre- level Equipment required to exhibit and otherwise participate in the Advertising Services on the terms and conditions set forth herein has been installed in all Theatres as of the Execution Date, except for Theatres identified by mutual agreement of the Parties that continue to be upgraded. With respect to all Additional Theatres and Theatres which are converted from Non-Digitized Theatres to Digitized Theatres (collectively, the "Future Theatres"), LLC shall, except as provided in Section 3.03, be solely responsible for procuring any Equipment for such Theatres. LLC shall bear the cost of all Equipment for use outside the Theatres, as well as Equipment installed in the Theatres for maintenance purposes (if any) (a description of such LLC Equipment installed in the Theatres is included in the Specification Documentation) and the Software. AMC shall reimburse LLC, at LLC's cost, for all other Equipment to be installed at or within any Future Theatres (a description of such AMC Equipment is included in the Specification Documentation) within thirty (30) days after (i) the installation of such Equipment by AMC or LLC in accordance with Section 3.04 and (ii) the delivery of invoices by LLC to AMC supporting the expenses for which reimbursement is sought. All Theatre-level operational costs associated with AMC's use of Equipment located in the Theatres, such as the cost of electricity and direct connection, shall be borne exclusively by AMC. LLC shall assure that the Equipment purchased by LLC satisfies AMC's specifications for such equipment, including the communication interface between LLC Equipment and AMC Equipment. The Lobby Equipment will be addressed in Addendum A.

Section 3.02 Ownership of Equipment. As between the Parties, each Party will own the Equipment it pays for or reimburses the other Party for, whether pursuant to Section 3.01 or Section 3.03. To the extent possible, LLC agrees to assign to AMC any manufacturer warranties applicable to AMC Equipment procured by LLC pursuant to Section 3.01. If for any reason the aforementioned warranties are not assignable, upon written request of AMC, LLC shall use commercially reasonable efforts to enforce the warranties on behalf of AMC. Notwithstanding anything to the contrary herein, any LLC Equipment placed or installed in a Theatre for maintenance purposes may, upon termination of this Agreement or deletion of a particular Theatre as provided herein, as applicable, be removed by LLC and held for its sole benefit. The Lobby Equipment will be addressed in Addendum A.

Section 3.03 AMC Equipment. AMC shall be permitted to furnish any of the Equipment, at its sole cost and expense, upon consultation with LLC, and provided such Equipment satisfies LLC's specifications for such Equipment (including compatibility with the Digital Content Network). LLC agrees to cooperate with AMC in good faith to permit the

procurement by AMC of Equipment in lieu of procurement of such Equipment by LLC and reimbursement by AMC pursuant to Section 3.01.

Section 3.04 Installation.

(a) **Performance**. AMC and/or its subcontractors shall be solely responsible for the installation of all Equipment purchased pursuant to Section 3.01 or Section 3.03, as well as for ancillary services such as reporting, software integration and system cutover; provided, however, that AMC may elect to have LLC perform such services, and LLC shall then assume the responsibility for installation of all Equipment. If AMC elects for LLC to assume the responsibility for installation of all Equipment, (i) AMC shall reimburse LLC for the cost of installing AMC Equipment as set forth in the Specification Documentation, (ii) LLC will not issue invoices for any Equipment cost, or installation services related to such Equipment until the completion of such installation services, and (iii) LLC shall ensure that Equipment installed pursuant to this section is made functional in accordance with any installation rollout schedule agreed to by the Parties, as may be amended from time to time upon mutual agreement of the Parties or as circumstances warrant.

(b) **Consultation; Direct Connect**. The Parties agree to consult with each other with respect to any modifications to Theatre premises necessary for receipt of the Advertising Services. LLC shall use commercially reasonable efforts to limit the size and number of satellite dishes that are required as part of the Equipment. AMC shall be solely responsible for obtaining any consents required for the installation or use of any Equipment at any Theatre, including without limitation governmental and landlord consents, provided LLC reasonably cooperates with AMC at AMC's request in obtaining such consents. If AMC cannot obtain consent to installation of a satellite dish at a Theatre because of technical, landlord or legal restrictions, AMC and LLC shall work together in good faith to establish a direct connect connection to such location for the Digital Content Network. All costs of the direct connect connection, which shall be maintained with sufficient bandwidth for delivery of the Digital Content Service, shall be borne by LLC with respect to delivery of content from LLC to AMC's wide area network and by AMC with respect to delivery of content from AMC's wide area network to the applicable Theatres.

(c) **Coordination**. All installation, maintenance and other services provided by LLC to the Theatres hereunder shall be performed in a manner reasonably expected not to disrupt AMC's operations and, except where no practical alternative exists, shall be provided outside of Theatre business hours, as mutually determined by the Parties in their reasonable discretion. Subject to the preceding sentence and upon advance written notice, LLC and its vendors or subcontractors shall be provided reasonable access to the Theatres and such other support services as reasonably required to install and inspect the Equipment, for such fees as provided in the Specification Documentation, and otherwise as required to perform LLC's obligations under this Agreement. In addition to the foregoing, and with respect to the installation of Equipment in newly built Additional Theatres only, LLC agrees (i) to cooperate with AMC in coordinating the installation of Equipment with the construction schedule for such Additional Theatres, and (ii) to consult with AMC prior to subcontracting the performance of Equipment installation so as to permit a determination of whether AMC might itself perform such Equipment installation.

Section 3.05 Upgrades and Modifications. In order to ensure compatibility with, and optimum performance and robustness of, the Digital Content Network and the LLC

Equipment (including hardware and software), LLC reserves the right to request of AMC the replacement, upgrade or modification of any AMC Equipment installed at any Theatre or the assistance with an upgrade to Software on AMC Equipment (the "Upgrade Request"). In the event of an Upgrade Request, LLC shall provide AMC as much written notice as is reasonably practicable under the circumstances, but in no event less than ten (10) business days written notice. LLC and AMC will negotiate with each other in good faith on the terms of any Upgrade Requests, including cost sharing terms, if any. If LLC and AMC are not able to come to agreement about an Upgrade Request, LLC may elect to pay for the replacements, upgrades or modifications contained in the Upgrade Request including all reasonable incidental and incremental costs to AMC, and AMC shall be obligated to permit LLC to perform all necessary work to fulfill the Upgrade Request, provided (i) there is no additional unreimbursed cost to it to accept such replacement, upgrade or modification and (ii) that such replacement, upgrade or modification does not unreasonably interfere with AMC's theatre operations and does not include any replacement, upgrade or modification of AMC software without AMC's express prior written consent. LLC agrees that, to the extent practicable, it will develop a system that seeks to minimize the need to enter the Theatres in order to update the Software.

Section 3.06 Conversion of Theatres to Digital Cinema Equipment.

(a) **Digital Cinema Equipment.** As between AMC and LLC, AMC will be responsible for purchasing, installing and maintaining the Projection Systems selected by AMC for any Additional Theatres. After the installation of a Projection System in an auditorium in an Additional Theatre, AMC, at its sole option, may elect to determine the manner in which the Advertising Services are exhibited in such auditorium through either a Dual Interface Architecture or the ACE Solution, and such Projection Systems shall constitute AMC Equipment under this Agreement (the "Digital Cinema Equipment") AMC shall be responsible for connecting the Equipment, including LLC Equipment, to the AMC Equipment in a functional manner as mutually agreed by AMC and LLC. LLC shall be responsible for providing specifications and process instructions to AMC for such connectivity in advance of the installation; provided that such specifications and process instructions shall not require AMC to acquire any additional equipment or software in order to effectuate such connectivity that would render such Digital Cinema Equipment to no longer be compliant with industry standard specifications. Once LLC receives notice from AMC that a Projection System has been installed in a given auditorium, LLC and AMC shall have the responsibility to jointly test such conversion to ensure that the Digital Cinema Equipment is operational to provide the Advertising Services. Once the Digital Cinema Equipment is operational to provide the Advertising Services, LLC shall notify AMC in writing (the "LLC Confirmation"). If the Digital Cinema Equipment is not operational to provide the Advertising Services, LLC and AMC shall cooperate to make the system operational to provide the Advertising Services. The Parties agree that they will mutually agree on an installation schedule and each Party will use commercially reasonable efforts to comply with the schedule. If a Low Resolution Projection System is needed in an auditorium to deliver the Advertising Services, then, AMC shall not be permitted to remove the Low Resolution Projection System from such auditorium until the Parties agree an alternative system is in place. If AMC elects to replace the Digital Cinema Equipment with 35mm projection or other non-digital projection system, then AMC shall reinstall Low Resolution Projection Systems in order to deliver the Advertising Services in such auditoriums unless such non-digital system is installed for a limited engagement. In the event of a limited engagement, AMC and LLC will use commercially reasonable efforts to enable the auditorium to display the Advertising Services, and if the Advertising Services are

not able to be displayed, then any attendees of the limited engagement will be excluded AMC Attendance.

(b) **Maintenance Obligations.** At the time any Digital Cinema Equipment is used to deliver Advertising Services hereunder, whether using a Dual Interface Architecture or the ACE Solution, LLC shall have no further obligation to maintain the Low Resolution Projection System in that auditorium or to remove or dispose of such projection system. LLC shall continue to be responsible for maintaining the Equipment, including the LLC Equipment and any remaining Low Resolution Projection Systems actually in use at a Theatre. AMC shall continue to be responsible for maintaining all AMC Equipment, including the Digital Cinema Equipment.

(c) **Dual Interface Architecture or ACE Solution.** Subject to the requirements and procedures set forth in Section 3.06(a) nothing in this Section 3.06 shall prohibit AMC from implementing either a Dual Interface Architecture or the ACE Solution or from switching from a Dual Interface Architecture to the ACE Solution or vice-versa; provided that AMC reimburses LLC for any costs incurred with such conversion that is not planned as of the Execution Date and will provide at least 180 days' notice prior to a conversion from Dual Interface Architecture to the ACE Solution. In addition, in certain limited circumstances, AMC may replace the Digital Cinema Equipment with 35mm projection in specific auditoriums and, in such circumstances unless such replacement is for a limited engagement, AMC shall install Low Resolution Projection Systems in order to deliver the Advertising Services in such auditoriums on the same terms and conditions as existed prior to the installation of the 35mm projection system. In the event of a limited engagement, AMC and LLC will use commercially reasonable efforts to enable the auditorium to display the Advertising Services, and if the Advertising Services are not able to be displayed, then any attendees of the limited engagement will be excluded AMC Attendance. For any auditorium converted to the ACE Solution, LLC shall be responsible for all costs necessary to provide the Advertising Services for each Play List in an appropriate format, and AMC will be responsible for all costs necessary to receive the Advertising Services content into AMC's TMS and append the digital cinema playlist to provide LLC substantially the same functionality that existed before the conversion to the ACE Solution.

(d) **Status Update.** AMC will provide regular updates to LLC regarding the conversion of Dual Interface Architecture to ACE and Non-Digitized Theatres to Digitized Theatres.

Section 3.07 Training. To the extent necessary, LLC and AMC, respectively, will provide training services to AMC's support staff and customer service and other employees and agents on terms as mutually agreed by the Parties in their reasonable discretion. LLC agrees that it will pay for these training services and they will be adequate to permit AMC to train its own employees and agents as required to perform under this Agreement. AMC agrees to provide training services according to any reasonable standards as may be promulgated by LLC in consultation with AMC. LLC agrees to provide training services, at its cost, to AMC's support staff and other employees with respect to any Equipment or Software upgrades or modifications prior to implementation.

Section 3.08 Equipment Maintenance Standard.

(a) **Standard; Replacement.** During the Term, the Parties shall each use their commercially reasonable efforts (i) to ensure there is no unauthorized access, loss or damage to or theft of Equipment hereunder, and (ii) to prevent piracy or other theft of Inventory exhibited through the use of such Equipment or otherwise in its possession or control. AMC further agrees to keep all AMC Equipment, including without limitation Lobby Screens, clean, and to promptly notify LLC if any AMC Equipment is not functioning properly. AMC shall promptly arrange to repair or replace any Equipment in its possession (provided the damage interferes with the delivery of the Advertising Services) that is lost, stolen, damaged or otherwise fails to function or becomes inoperable, other than because of LLC's failure to properly maintain the Equipment as set forth in **Section 3.08(b).**

(b) **Performance of Repair and Replacement.** Subject to the terms of this **Section 3.08(b)** and of **Section 3.08(c)** below regarding cost, the repair and replacement of Equipment shall be performed by LLC until such time as AMC elects to assume this responsibility by giving written notice to LLC. If AMC assumes this responsibility to perform replacement or repair but fails to maintain the AMC Equipment at a performance level substantially similar to the LLC Equipment, then LLC shall promptly provide AMC written notice of such failure and if such failure is not cured within 30 days, LLC shall be entitled to repair, or if repair is not reasonably possible, replace such LLC Equipment not so maintained and deduct the cost of such replacement from AMC's Minimum Guarantee.

(c) **Repair Costs.** So long as LLC is performing repair and replacement of Equipment, LLC shall pay the costs of repair (but not replacement, which is the responsibility of AMC). Notwithstanding anything to the contrary in this **Section 3.08**, LLC shall not be required or requested to make any expenditures that (i) would constitute a capital expenditure for LLC under GAAP or (ii) would have otherwise been payable by AMC's insurance provider; provided, however, LLC shall be responsible for all costs to repair or replace Equipment to the extent damaged as a result of the negligence or misconduct of LLC and/or its subcontractors.

(d) **Condition.** Subject to the foregoing, for purposes of ongoing maintenance, LLC shall keep and maintain Equipment installed in the Theatres in good condition and repair at its sole expense (with the exception of projector bulb replacement and equipment replacement, the cost of which shall be borne by AMC), and in a manner consistent with the Service Level Agreement set forth in the Specification Documentation and as may be reasonably amended by mutual agreement of LLC and AMC from time to time. The Parties agree to consult with each other on a regular basis during the Term in an attempt to reduce maintenance costs arising from redundancies in the Parties' respective service fleets. Upon advance notice to AMC, AMC shall provide LLC and/or its subcontractors reasonable access to the Equipment and such other support services as LLC and/or its subcontractors reasonably require to provide maintenance and repair services as required hereunder.

Article 4.

DELIVERY OF THE ADVERTISING SERVICES

Section 4.01 Content and Distribution of the Digital Content Service.

(a) **Distribution; Quality.** On the Execution Date, LLC will commence distribution of the Digital Carousel, and the Digital Content Service to the Digitized Theatres,

all as set forth above in Article 2. Content shall be distributed through the Digital Content Network, via either LLC's satellite network or by LLC's or AMC's direct connect network. The Pre-Feature Program and the Lobby Entertainment Program shall consist of Inventory comprising a single play list ("Play List"). The Play List will be refreshed during the Term when and as determined by LLC but not less frequently than 12 times per year (each a "Flight"). The Digital Carousel and the Digital Content Service (including the Pre-Feature Programming Schedule) will be substantially similar in nature, quality, and scope to the corresponding advertising, promotional and other content, as received by the Theatres immediately prior to the Execution Date. In addition, LLC agrees that the quality of the Advertising Services delivered to AMC will be consistent throughout the Term. If AMC elects to use the ACE Solution to deliver the Advertising Services which use Digital Cinema Equipment, LLC shall ensure that such Advertising Services are provided to AMC as previously specified by LLC.

(b) Pre-Feature Programs.

(i) Pre-Feature Program.

(A) Generally. The Pre-Feature Program shall consist of four (4) or more elements, including: (i) commercial advertising; (ii) promotions for the AMC brand (including the Brand and Branded Slots), Concessions sold and services used by AMC and other products and services in accordance with Section 4.05; (iii) interstitial content; and (iv) other entertainment programming content which, while promotional of businesses or products, shall be primarily entertaining, educational or informational in nature, rather than commercially inspired.

(B) Timing. The Pre-Feature Program will begin 15 to 20 minutes prior to Showtime and will end 5 minutes immediately following Showtime; provided that if the Event Trailer or the Policy Trailer is displayed at Showtime, then the Pre-Feature Program will end 5 minutes plus the length of the Event Trailer and the Policy Trailer after Showtime. The Pre-Feature Program will also include the Platinum Spot, which will be displayed in the Second Trailer Position. The Parties will cooperate to mutually determine an implementation schedule for the changes in the structure and timing of the Pre-Feature Program as contemplated in this Agreement to be completed promptly following the Execution Date.

(C) Platinum Spot. LLC will be entitled to display up to 60 second of advertising in the Second Trailer Position, i.e. directly prior to the last 2 trailers preceding the feature film or Digital Programming Event (the "Platinum Spot"). LLC may display two-30 second advertisements or one 60 second advertisement in the Platinum Spot. The Platinum Spot will be subject to the content standards in Section 4.02.

(D) Premium Large Format Screens. Upon request from LLC and provision of files by LLC in a format that is able to be displayed in the premium format, AMC will take actions necessary to allow LLC to display advertising in the premium format of any Premium Large Format Screens. [***]

(ii) **Digital Programming Event Pre-Feature Program.** AMC will use commercially reasonable efforts to permit LLC to display the Pre-Feature Program before all Digital Programming Events and LLC has no obligation to adjust or provide a custom Pre-Feature Program for any Digital Programming Event. In the event that LLC is unable to display the Pre-Feature Program before any Digital Programming Event for any reason, including restrictions on AMC in its agreement to exhibit the Digital Programming Event or due to technical restrictions, including an inability to display advertising after the posted-Showtime, then the attendance at the impacted Digital Programming Event will not be considered AMC Attendance. Provided, however, that if LLC elects to display a Pre-Feature Program only prior to the posted-Showtime due to limitations on the Digital Programming Event, then attendance at the impacted Digital Programming Event will not be considered AMC Attendance but any revenue generated through the display will be counted towards the Revenue Share. In the event that LLC declines to display a Digital Programming Event for any other reason other than an inability to display the Pre-Feature Program, then the exclusivity and mandatory participation restrictions in **Section 2.04** will not apply to the declined Digital Programming Event.

(iii) LLC shall have no liability of any kind under this Agreement for any content provided by any third-party related to any Digital Programming Event.

(c) **Lobby Entertainment Program.** The elements of the Lobby Entertainment Program are set forth on **Addendum A – Lobby Entertainment Program and Lobby Promotions.**

Section 4.02 Content Standards. The Parties agree that (unless mutually agreed by the Parties) all content within the Advertising Services, will comply with the restrictions identified on **Schedule 4.02**. Neither Party will take any action to circumvent the restrictions set forth in this **Section 4.02**, including providing the other Party with additional content standards that are in addition to or intended as limitation on those identified in this **Section 4.02** without the mutual agreement of both Parties.

Section 4.03 Development of the Advertising Services. All operational costs associated with LLC's procurement, preparation and delivery of the Advertising Services (including Inventory and other promotional materials as provided herein) to the Theatres shall be borne exclusively by LLC. Except as provided herein, all in-Theatre operational costs associated with AMC's receipt and exhibition of the Advertising Services within the Theatres shall be borne exclusively by AMC; provided that, upon prior written notice to and consultation with LLC, LLC shall reimburse AMC for its reasonable incremental out-of-pocket third party costs incurred in connection with receipt and exhibition of the Advertising Services within the Theatres. Any excess on-screen Inventory which may be made available to AMC in LLC's discretion pursuant to **Section 5.03** or otherwise, and any other on-screen Inventory provided by AMC pursuant to **Section 4.04**, will be subject to both Parties' review and approval, which will not be unreasonably withheld. LLC will provide at its own expense all creative and post-production services necessary to ingest, encode and otherwise prepare for distribution all other on-screen Inventory as part of the Digital Content Service. All on-screen Inventory provided by AMC for inclusion in the Digital Content Service must (i) be submitted to LLC for review for compliance with (ii) and (iii) below as LLC may reasonably request, but in any event at least twenty (20) business days before scheduled exhibition (unless otherwise previously approved by LLC), (ii) satisfy the content restrictions enumerated in **Schedule 4.02**, and (iii) be fully produced in accordance with LLC's technical specifications as promulgated by LLC

from time to time (all as provided in written or electronic form to AMC in a reasonable time period prior to implementation, including any amendments thereto; and which are equally applied to all exhibitors), ready for exhibition, as well as in accordance with applicable LLC commercial standards and operating policies, and all applicable federal, state and local laws and regulations. LLC must reject or approve all Inventory provided by AMC within five (5) business days. Any such Inventory provided by AMC and not rejected within such time frame shall be deemed approved and incorporated into the Advertising Services. Any Inventory provided by AMC for review and approval by LLC need not, once approved by LLC, be resubmitted by AMC for approval in connection with any future use. During the Term, the Parties will use commercially reasonable efforts to collaborate on a more modern and engaging approach to the Advertising Services and other content displayed prior to feature films and Digital Programming Events with any changes focused on increased revenue and audience engagement.

Section 4.04 Policy Trailer; Branded Slots.

(a) **General.** At AMC's request, LLC agrees to create, in conjunction with and subject to AMC's prior approval, an AMC brand identity (the "Brand") that will surround, or "house," the Digital Content Service and include interstitial messaging ("bridges and bumps"), throughout the Play List and in the Policy Trailer, to reinforce the Brand. Except as permitted in Theatre Advertising, the Brand and the Branded Slots shall not contain the display of any advertising on behalf of a third-party, including any trademark, service mark, or logo. In addition to the interstitial messaging, the Digital Content Service will feature (i) up to [***] minutes for the promotion of AMC's internal business and/or promotional materials for Digital Programming Events (the "Branded Slots") in each Play List, (ii) the Policy Trailer, and (iii) any other content as may be agreed between AMC and LLC. The Parties hereby acknowledge that AMC has the right to exhibit the PSA Trailer after Showtime.

(b) **Policy Trailer.** The policy trailer will be (i) up to [***] seconds, (ii) exhibited in the Theatres after Showtime and after the Postshow, and (iii) used to feature content relating to Theatre policy and operations, and may include (w) a policy service announcement that promotes appropriate theatre behavior, (x) promotions of AMC Concessions, (y) the display of any trademark, service mark, logo or other branding of a film studio(s), distributor(s), or production company(ies) and (z) upon prior written approval of AMC, other promotional materials of third-party products for which LLC sells advertising and is paid a fee (the "Policy Trailer").

(c) **Branded Slot.** Each Branded Slot may only exhibit Theatre Advertising and/or Sponsor Messages in connection with Event Sponsorships. LLC is required to include no less than [***] seconds of Branded Slots within the final [***] minutes of the Play List during the Preshow, [***] seconds of which shall be included within the final [***] minutes of the Play List during the Preshow; provided, that LLC may begin these Branded Slots up to one minute earlier when LLC expands the amount of advertising units that follow these Branded Slots through the sale of additional advertising to third parties. AMC may display Theatre Advertising after the Pre-Feature Program and prior to any feature film or Digital Programming Event, provided, however, that the time after the Pre-Feature Program will remain substantially consistent with AMC's past practice prior to the Execution Date.

(d) **Restrictions.** Other than as permitted in Sections 4.04(a), (b), (c) or Section 4.06, none of the Brand, the Policy Trailer, or the Branded Slots will include

third-party advertising and/or third-party mentions for products and services, without LLC's prior written approval; provided that a Branded Slot promoting a Digital Programming Event may include a Sponsor Message.

Section 4.05 Beverage.

(a) **Beverage Agreements**. LLC shall, through the expiration or other termination of AMC's Beverage Agreement in effect on the Execution Date, display or exhibit, as applicable, as part of the Advertising Services, advertising Inventory meeting any and all specifications and requirements prescribed by the Beverage Agreement, including format, length (not to be longer than ninety (90) seconds), and placement within the Play List, as mutually agreed by the Parties, with compliance by LLC to be within a reasonable time after such specifications are communicated from time-to-time by AMC to LLC in a written notice. In consideration for the advertising pursuant to the Beverage Agreement, AMC agrees to pay LLC at the advertising rates set forth on Exhibit B (the "Beverage Agreement Advertising Rate"). The Beverage Agreement Advertising Rate shall be paid on or before the last day of LLC's fiscal month following LLC's fiscal month in which the Advertising Services related to the Beverage Agreement were provided; provided that the Parties agree that as long as the payments from LLC for the Minimum Guarantee, Theatre Maintenance Fee per Digital Cinema Screen, Revenue Share, Platinum Revenue Share, or Political Revenue Share exceed the Beverage Agreement Advertising Rate, then LLC has the right to net the payment of the Beverage Agreement Advertising Rate by setting off the amount of the Beverage Agreement Advertising Rate against the amounts owed by LLC. Beginning after AMC's Beverage Agreement in effect on the Execution Date expires or otherwise terminates through the end of the Term, AMC shall have the right to have included in the Advertising Services advertising Inventory for its beverage concessionaires at the then current Beverage Agreement Advertising Rate; provided that AMC (i) keeps LLC apprised of the status of negotiations with the beverage vendor (including likelihood of reaching agreement, advertising length and placement required), from the time such negotiations begin until an agreement is signed, and (ii) provides LLC notice (including advertising length and placement required) within two (2) business days after the date that AMC and its beverage concessionaire agree on terms for a new Beverage Agreement. AMC shall be permitted to prescribe the length and placement within the Play List of on-screen Inventory based on the requirements of the Beverage Agreements which may then be in effect between AMC and such then-applicable beverage concessionaires; provided that such Inventory shall not exceed ninety (90) seconds in length for all such Beverage Agreements. AMC-redacted and/or AMC-selected (by disclosure or summary) contents of the Beverage Agreement shall only be disclosed as, and to the extent, required pursuant to this Agreement, provided such disclosure would not violate the terms of such Beverage Agreement.

Section 4.06 Other AMC Advertising Agreements.

(a) **Theatre Advertising**. In addition to advertising Inventory referenced above in Sections 4.04 and 4.05, AMC may purchase, on an arm's length basis and subject to availability, as part of the Advertising Services, advertising Inventory for Theatre Advertising and to promote Digital Programming Events. AMC shall pay for Advertising Services pursuant to this Section 4.06(a) on or before the last day of LLC's fiscal month following LLC's fiscal month in which the Advertising Services were provided.

(b) **Non-Theatre Advertising.** AMC may enter into a cross-marketing arrangement designed to (i) promote the Theatres and the movie-going experience with a local, regional or nationally-known vendor of products or services that are not of the type described in Theatre Advertising or (ii) promote Digital Programming Events, in either case, for the purpose of generating increased attendance at the Theatres or increased revenue for AMC (other than revenue from any Advertising Services) (the “Strategic Relationship”) with advertising of such products or services being presented in the Theatres (with advertising in the Lobby Entertainment Program and Lobby Promotions to be set forth in Addendum A) (“Strategic Programs”), subject to the terms set forth in this Section 4.06(b). Strategic Programs may not be made on an exclusive basis. Strategic Programs entered into in connection with a Digital Programming Event shall not include any third-party advertising, trademarks, service marks, logos or other branding and/or third-party mentions for products and services except for a Sponsor Message. AMC covenants that it shall not re-sell any Advertising Services, including those received in connection with Strategic Programs. Strategic Programs shall be subject to the following limitations:

(i) **Strategic Programs.** AMC may conduct at no cost with respect to any Strategic Programs no more than (A) two (2) local or regional promotions per Flight per Theatre and (B) four (4) national promotions per year; provided, however, that no more than one national promotion may run at any time (the “Client Limitation”). By means of illustration, the Client Limitation for national promotions are not limited to a Flight, accordingly, one national promotion may run for twelve months, two national promotions may run for six months each provided that they do not run at the same time, four national promotions may run for three months each provided that they do not run at the same time, or another combination of national promotions may be used if there are no more than four promotions within a twelve-month period. For purposes of this Section 4.06(b), each continuously running promotion is counted as one promotion, regardless of whether such promotion is displayed using only one element (e.g., Lobby Screens) or displayed in an integrated basis using multiple elements (e.g., Lobby Screens and Lobby Promotions). Additionally, for purposes of this Section 4.06(b), a local or regional promotion is a promotion that is exhibited in Theatres located within one or two contiguous Designated Marketing Areas (as defined by the term DMA[®], a registered trademark of Nielsen Marketing Research, Inc.), and a national promotion is a promotion that is exhibited in Theatres located within two (other than two contiguous) or more Designated Marketing Areas.

(ii) **Strategic LEN Promotions.** Strategic Programs in the Lobby Entertainment Program (“Strategic LEN Promotions”) are addressed in Addendum A.

(iii) **Strategic Lobby Promotions.** Strategic Programs through Lobby Promotions (“Strategic Lobby Promotions”) are addressed in Addendum A.

Section 4.07 AMC Run-Out Obligations.

(a) **Encumbered Theatres.** AMC agrees to provide LLC written notice as much in advance as is reasonably practicable under the circumstances of, and to furnish LLC true and correct copies (reasonably redacted by AMC and subject to confidentiality) of all documentation evidencing, all valid, pre-existing contractual obligations (the “Run-Out Obligations”) relating to any of the advertising, promotional and event activities and services in any Additional Theatres for which LLC would otherwise have consent rights to add to the

Digital Content Network (collectively, the “Encumbered Theatres”); provided such disclosure does not violate the terms of any such agreements.

(i) **No Run-Out Obligations.** AMC shall, effective upon acquisition of the Encumbered Theatre, terminate any agreements between AMC and an Affiliate relating to advertising, promotional and event activities and services in any Encumbered Theatre, so that any such agreements do not create Run-Out Obligations.

(ii) **Run-Out Obligations.** AMC and/or its Affiliates (as applicable) shall be permitted to abide by the terms of the Run-Out Obligations; however, AMC agrees, subject to legal constraints (if any), to use commercially reasonable efforts to obtain the termination of such Run-Out Obligations, including without limitation neither extending nor renewing such Run-Out Obligations (provided that AMC shall have no obligation to make any payment in connection with obtaining the termination of such Run-Out Obligations). AMC further agrees not to enter into any new agreement with any third party with respect to any Encumbered Theatre, or amend or modify any Run-Out Obligation, to the extent such agreement, amendment or modification would be inconsistent with the rights of LLC under Section 2.04 or have the effect of any extension. Prior to the expiration of the Run-Out Obligations, each Encumbered Theatre may, upon the mutual agreement of LLC and AMC, become a Theatre with respect to some or all of the Advertising Services, provided such election does not create a default under any Run-Out Obligation. In any event, except in accordance with Section 4.12 (Excluded Theatres), if any, or as may be mutually agreed by the Parties in writing, each Encumbered Theatre shall automatically become a Theatre, for all purposes hereof, no later than the expiration of the Run-Out Obligations with respect to such Encumbered Theatre.

Section 4.08 License. LLC hereby grants to AMC and its Affiliates a limited, non- exclusive, non-transferable, non-sublicenseable license in the Theatres only to receive, store, display and exhibit the Digital Content Service and the Digital Carousel, as applicable, on the LLC Equipment and the AMC Equipment solely in connection with its performance of and subject to all of the terms and conditions of this Agreement. AMC may not alter intentionally the Digital Content Service or the Digital Carousel or otherwise intentionally exhibit the Digital Content Service or the Digital Carousel in a manner resulting in a change to the Digital Content Service or Digital Carousel or any related on-screen Inventory, nor may AMC use or make the Digital Content Service or Digital Carousel available for any purpose, at any location, or in any manner not specifically authorized by this Agreement, including without limitation recording, copying or duplicating the Digital Content Service or Digital Carousel or any portion thereof. AMC shall at all times receive and exhibit the Digital Content Service and Digital Carousel in accordance with such policies and procedures of LLC that are provided in advance to AMC and consistently applied with respect to other exhibitors from time to time. Each Party shall be solely responsible for obtaining and providing all rights, licenses, clearances and consents necessary for the use of any Inventory it sources or creates (whether or not it sources or creates such Inventory on behalf of the other Party), or that is prepared or provided by third parties on its behalf, as contemplated herein, except as may otherwise be agreed by the Parties in writing.

Section 4.09 Cooperation and Assistance. The Parties agree that the effectiveness and quality of the Advertising Services as provided by LLC are dependent on the cooperation and operational support of both Parties.

(a) **AMC.** AMC agrees that it (and each of the Theatres) shall at all times during the Term provide LLC, at AMC's own cost except as otherwise provided in this Agreement, with the following:

(i) internal resources and permissions as reasonably required to effectuate delivery of the Advertising Services, including without limitation projection and sound technicians and other employees to assist with LLC Equipment installation and Digital Content Service transmission;

(ii) unless unavailable, 24 (hour) by 7 (day) "real time" access via AMC's network assets in conformity with AMC's network use and security policies (provided in advance to LLC and consistently applied with respect to other AMC service providers) to the in-Theatre software and hardware components of the Digital Content Network, consistent with the Specification Documentation, so that LLC can monitor the distribution and playback, including immediate proof of playback, which LLC may use a third-party service to monitor), of the Advertising Services and the Parties will reasonably cooperate to ensure that corrections or changes are made as required to deliver the Advertising Services (LLC may engage a third-party to assist in LLC's monitoring of the proof of playback);

(iii) detailed playback information in a form, whether electronic or hard copy, and at such times as either AMC or LLC shall reasonably request;

(iv) prompt notification of reception, playback or other technical problems associated with receipt of the Advertising Services;

(v) the results of quality audits performed by AMC periodically during the Term upon LLC's request and at its direction to confirm playback compliance;

(vi) adequate opportunities to train AMC personnel, as provided in Section 3.07;

(vii) attendance data film-by-film, rating-by-rating and Theatre-by-Theatre for all Theatres, in an electronic form and in a format agreed by the Parties, at such times as are consistent with AMC's internal reporting systems but in any event at least weekly;

(viii) on a monthly, quarterly and annual basis as requested by LLC from time to time, a list of all Theatres, including (i) identification of which Theatres are Non-Digitized Theatres, (ii) the number of total screens and digital screens at each Theatre and for all Theatres at which Advertising Services are provided, (iii) identification of any Theatres that are not equipped with at least one Lobby Screen to display the Lobby Entertainment Program, (iv) identification of the Standard Format Screens and Premium Large Format Screens, (v) attendance for screens on which Advertising Services are provided (by Theatre and in total), including separate identification of attendance for [***], and screens on which Advertising Services under the Beverage Agreement is provided (if different); (vi) upon LLC's request, identification of Theatres in which Advertising Services are not provided, and the attendance and number of screens at such theatres; (vii) estimated Theatre opening and closing dates; and (viii) such other information described reasonably requested by LLC, as such may be amended from time to time by mutual agreement of the Parties;

(ix) AMC's budgeted attendance by theatre (and by month if AMC budgets on a monthly basis) for the next full fiscal year once approved by AMC's board, and;

(x) such other information regarding the Advertising Services as LLC may reasonably request from time to time, as AMC agrees to provide in its sole discretion;

(b) **LLC**. LLC agrees that it shall at all times during the Term provide AMC, at LLC's own cost except as otherwise provided in this Agreement, with the following:

(i) on a weekly basis, a report of compliance by each Theatre with on-screen advertising requirements and reasons for any noncompliance, including a report of compliance relating to the Beverage Agreement (the "Beverage Compliance Report");

(ii) on a weekly basis, a representative Play List of national advertising, which LLC shall make available no later than two business days prior to the day on which the Play List be implemented;

(iii) on a monthly basis, a report regarding local advertising.

(c) **Confidentiality**. For the avoidance of doubt, information made available subject to this **Section 4.09** shall be subject to the provisions of **Section 14.01** (Confidential Treatment); **provided however**, that LLC agrees that AMC shall be permitted to provide the Beverage Compliance Report to its beverage concessionaire. AMC agrees to be included in any compliance reporting LLC provides to its advertisers and other content providers for proof of performance.

Section 4.10 Trailers.

(a) **Trailers**. Trailers that are exhibited in the Theatres shall not include the exhibition or display of any trademark, service mark, logo or other branding of a party other than the film studio(s), distributor(s), or production company(ies); provided, however, Trailers may include incidental images of products or services which appear in the motion picture or other programming or event (e.g., product placements).

(b) **Event Trailers**. Any Event Trailer shall be limited to a promotion for an applicable Digital Programming Event and shall not include the exhibition or display of any trademark, service mark, logo or other advertising or branding other than the distributor(s) or production company(ies) of the Digital Programming Event. Additionally, Event Trailers may include (i) incidental images of products or services which appear in the Digital Programming Event (e.g. product placements), and (ii) Sponsor Message(s) in connection with Event Sponsorships.

Section 4.11 Customer Access to Pre-Feature Program. AMC shall use commercially reasonable efforts to provide audiences access to the Theatre auditorium for the Pre-Feature Program not less than 20 minutes prior to Showtime.

Section 4.12 Excluded Theatres. Following the Execution Date, AMC shall not have the right to designate any Theatres for purposes of this Agreement as "Excluded Theatres" without LLC's prior written consent. AMC will provide a list of any Theatres that it considers Excluded

Theatres via email prior to the Execution Date. Any Excluded Theatres may not receive any advertising services from any party.

Section 4.13 [Reserved].

Section 4.14 Consultation regarding Certain Advertising Agreements.

(a) **Theatre Advertising.** Prior to either Party entering into an exclusive agreement for longer than one Flight with any third party for Theatre Advertising, the contracting Party will give the other Party written notice not less than twenty (20) days in advance of the contract date, and the Parties will consult in good faith to confirm that such exclusive arrangement does not conflict with any exclusive arrangements the other Party has entered into or contemplates entering into; provided however, this notice shall not apply to entry into the Beverage Agreement by AMC. Any exclusive agreement in which AMC enters will not restrict LLC's ability to sell advertising.

(b) **Strategic Relationships.** AMC shall not enter into any Strategic Relationship that conflicts with any existing or proposed exclusive advertising or promotional arrangement between LLC and a third party for which LLC has provided prior written notice, which may be by electronic mail, to AMC's designated representative(s) of such existing or proposed exclusive arrangement, including the identity of the other party, the length of time, and type of category of such exclusive arrangement, and specifically in connection with a proposed exclusive arrangement the anticipated start date of such arrangement. AMC may enter into any Strategic Relationship that conflicts with a proposed exclusive arrangement prior to the anticipated start date of such arrangement. Further, in the event that LLC is unable to enter into a definitive agreement with respect to such proposed exclusive arrangement within sixty (60) days after such notice by LLC to AMC of such proposed exclusive arrangement, which notice may not be provided more than once in any twelve month period, then AMC shall have the right to enter into any such Strategic Relationship.

Section 4.15 3D and 4D Services.

(a) **Access to Projection Systems for 3D or 4D Advertising Services.** Subject to the terms and conditions of this Agreement, including, without limitation this Section 4.15, if and to the extent that AMC has the capability to exhibit full-length motion pictures using a Projection System in 3D or 4D in one or more auditoriums in any Theatre, LLC shall have the right to exhibit 3D or 4D Advertising Services using such Projection System in such auditoriums, in the following instances (i) after the Advertising Services have been converted to such Projection System in accordance with Section 3.06 or (ii) prior to the presentation of a 3D or 4D motion picture or other 3D or 4D content ("3D or 4D Content"); in either case, such 3D or 4D Advertising Services, (x) will be properly conditioned to meet the specifications of AMC 3D or 4D equipment providers, and (y) LLC shall pay or reimburse AMC for any and all third party licensing fees incurred by AMC related to use of the 3D or 4D equipment in conjunction with 3D or 4D Advertising Services. Notwithstanding the foregoing, to the extent such Projection System has not become Digital Cinema Equipment in accordance with Section 3.06, LLC shall be responsible for providing such 3D or 4D Advertising Services in a form and format to be reasonably requested by AMC. In the event that LLC requests AMC to ingest and play 3D or 4D Advertising on AMC's player, if there are incremental costs that are going to be incurred beyond AMC's normal operating procedures then AMC and LLC must meet and agree on the appropriate reimbursement to be

paid by LLC to AMC to offset such AMC incremental costs necessary to accommodate LLC's request.

(b) **3D Glasses**. LLC agrees that AMC will bear no expense with respect to 3D Glasses provided to theatre patrons to view 3D or 4D Advertising Services. In the case of 3D or 4D Advertising Services distributed prior to the presentation of 3D or 4D Content, LLC shall obtain any and all necessary consents to allow theatre patrons to use the 3D Glasses delivered to AMC by the provider of such 3D or 4D Content; provided that LLC shall be liable for, and, if necessary, reimburse AMC for, any and all costs imposed by such provider on either LLC or AMC for the use of 3D Glasses to view the 3D or 4D Advertising Services; provided, further, that if AMC agrees with such provider to purchase 3D Glasses in order to provide them to theatre patrons to view such 3D or 4D Content, then the Parties will negotiate in good faith a reasonable allocation of such costs between AMC and LLC, which costs shall include additional payroll or general and administrative costs incurred by AMC for inventory and storing such 3D Glasses for LLC. LLC will not interfere with the rights of AMC's 3D or 4D service provider to advertise its business, products or services on storage bins for 3D Glasses, as set in the current agreement(s) between AMC and any 3D or 4D service provider, or between such 3D or 4D service provider and any distributor.

(c) **Applicability of ESA Provisions**. All provisions of this Agreement, including the revenue provisions of Article 2 and the content standards set forth in Section 4.02, will apply to any advertising on 3D Glasses, packaging for 3D Glasses and 3D Glasses recycling bins used by LLC in connection with the distribution of 3D or 4D Advertising Services. Advertising on 3D Glasses and packaging for 3D Glasses will be permitted only as approved by AMC in its sole and absolute discretion.

Section 4.16 Digital Programming Event Simulcast

(a) **Definition**. If AMC exhibits a Digital Programming Event that is a simulcast of a live event across a broadcast (or cable, including pay-per-view) network or the Internet (the "Digital Programming Event Simulcast"), then LLC acknowledges that Digital Programming Event Simulcasts may contain third-party advertising that is provided by the provider of such Digital Programming Event Simulcast as part of such simulcast. Any event that is delayed or previously recorded shall not be a Digital Programming Event Simulcast for purposes of this Agreement.

(b) **Third-Party Advertising**. For clarification, to the extent that the content provider allows any third-party advertising, trademarks, service marks, logos or other branding and/or third-party mentions for products and services to be included in a Digital Programming Event Simulcast, other than that provided by an Event Distributor (as defined below), as between, AMC, Event Distributor and LLC, LLC shall have the exclusive right to provide Event Simulcast Advertising Services. LLC acknowledges that AMC shall require that any third-party advertising to be exhibited during a Digital Programming Event Simulcast be subject to content standards substantially similar to those contained in Section 4.02 of this Agreement. If AMC grants the Event Distributor a waiver of compliance with one or more of such standards, AMC will give LLC written notice of such waiver at such time as the waiver is granted. LLC shall be deemed to be granted a waiver from compliance with the content standards of Section 4.02 to the same extent for sole purposes of providing Event Simulcast Advertising Services for the Digital Programming Event Simulcast to which the waiver applies. If AMC or any of its Affiliates receives any compensation specifically for the

broadcast of third-party advertising during a Digital Programming Event Simulcast, AMC or such Affiliate will pay LLC one hundred percent (100%) of such compensation. For example purposes only, the receipt of revenue from ticket sales or revenue from a content provider or a Sponsor for the purpose of hosting a Digital Programming Event Simulcast (and such revenue is not in any way attributable to the Inventory) will not be considered compensation for advertising that must be paid to LLC. The exhibition by AMC at the direction of an Event Distributor of any third-party advertising during a Digital Programming Event Simulcast shall be expressly permitted by LLC hereunder notwithstanding the provisions of Section 2.04 hereof.

(c) No Liability. LLC will have no liability of any kind under this Agreement for any content included in a Digital Programming Event Simulcast, unless, and only to the extent that, LLC provides Event Simulcast Advertising Services.

Section 4.17 Event Sponsorships; Sponsor Message.

(a) Event Sponsorships. LLC and AMC will work together in good faith to develop and sell Event Sponsorships for Digital Programming Events. No Sponsor for an Event Sponsorship may be a theatre or theatre circuit which is a competitor of AMC. Any Event Sponsorship provided by LLC shall be subject to the content standards of Section 4.02 of this Agreement. LLC acknowledges that AMC shall require any Event Sponsorship provided by any third-party distributor of a Digital Programming Event (the “Event Distributor”) to be subject to content standards substantially similar to those contained in Section 4.02 of this Agreement. If AMC grants an Event Distributor a waiver of compliance with one or more of such standards, AMC will give LLC written notice of such waiver at such time as the waiver is granted. LLC shall be deemed to be granted a waiver from compliance with the content standards of Section 4.02 to the same extent for purposes of the sale of advertising by LLC for such Event Sponsorship to which the waiver applies. The exhibition of third-party advertising relating to an Event Sponsorship by AMC at the direction of the Event Distributor shall be expressly permitted by LLC hereunder notwithstanding the provisions of Section 2.04 hereof; provided however, that LLC shall have no liability of any kind under this Agreement for any content provided by the Event Distributor.

(b) Sponsor Message. If LLC or an Event Distributor sell an Event Sponsorship for a Digital Programming Event, no third-party advertising, trademark, service mark, logo or other advertising or branding, including any third-party mentions for products and services, may be displayed, except a Sponsor Message may be included in the Event Trailer, Branded Slot, Lobby Entertainment Program, Lobby Promotion or as part of a Strategic Program, subject to the limits of Section 4.06(b). Any Sponsor Message shall be limited to (a) up to 5 seconds per Sponsor and (b) not more than 10 seconds if there is more than one Sponsor setting forth a “sponsored by” or “presented by” mention. The Sponsor Message may include Sponsor’s logo and audio announcement or mention of the Sponsor’s name, subject to the limits in the previous sentence, and may not include any references of any kind to any of the Sponsor’s products or services. Under no circumstances will any Sponsor have the right to “pass-through” any of the marketing rights in the Event Sponsorship or Strategic Program.

Section 4.18 Bar/Lounge Video Screens. Notwithstanding anything herein to the contrary, AMC shall not be prohibited from placing video screens in its bar and/or lounge areas where alcoholic beverages are sold and such screens may display live

broadcast/cable/streaming programming including such advertising as included with such live broadcast/cable/streaming programming (such screens, the “Bar/Lounge Video Screens”). When not being used for the aforementioned programming, the Bar/Lounge Video Screens may, but are not required to, display the Lobby Entertainment Program where technically feasible, but AMC will not display any other content on the Bar/Lounge Video Screens.

Article 5.

SUPPORT; MAKE GOODS

Section 5.01 Software Support. LLC reserves the right to request of AMC and agrees to consult with AMC during the Term on any proposed material changes or updates to the Software. LLC shall make available to AMC pursuant to the terms of the license in Section 7.01 below all such updates or modifications to the Software. Unless otherwise agreed to in writing by LLC, AMC shall not permit any third party to perform or provide any maintenance or support services with respect to the LLC Equipment or the Software.

Section 5.02 Cooperation. AMC agrees to take all actions during the Term that are within its control and reasonably necessary to permit the delivery, exhibition and viewing of the Advertising Services in the Theatres on the terms and conditions set forth herein.

Section 5.03 Make Goods. In the event that any Inventory scheduled for exhibition pursuant to Sections 4.05(a) or 4.06 is not exhibited as scheduled, LLC shall take such action or provide such remedy as is required pursuant to the applicable AMC advertising agreement, including the exhibition of “make good” Inventory sufficient to achieve the level of Inventory content impressions necessary to satisfy any contractual obligations governing the exhibition of such Inventory. AMC acknowledges and agrees that such contractual obligations must have been timely disclosed to LLC in writing as a condition to the exercise of the foregoing exclusive right and remedy; such obligations as of the Execution Date have been provided by AMC to LLC in a separate letter. To the extent such third-party agreement prescribed a “make good” remedy, AMC agrees to make its Theatres (including screens and Lobby Screens, if applicable) available for the exhibition of such “make goods,” and LLC agrees to exhibit such “make goods” consistent with any contractual obligations of AMC concerning the exhibition of such “make goods.” LLC reserves the right to use excess or unsold Inventory as “make goods,” remnant advertising, other revenue generating advertising, public service announcements, and the like. Notwithstanding the foregoing, LLC shall only be required to make any payment of moneys (including a refund of amounts paid by the applicable advertiser) in the event that the reason that the applicable Inventory was not exhibited or was exhibited in an incorrect position was primarily a result of actions or inactions by LLC (or its designees or assigns) and the applicable advertising agreement does not allow, or LLC otherwise does not provide, a remedy of exhibition of “make good” Inventory.

Article 6.

OTHER AGREEMENTS

Section 6.01 Joint Venture Termination and Settlement Agreement. On the Execution Date, LLC and AMC will enter into the Joint Venture Termination and Settlement and Release in the form attached hereto as Exhibit C (the “Joint Venture Termination and

Settlement Agreement”). AMC will promptly take all action needed to cause any actions identified in the Settlement and Release to be dismissed with prejudice.

Section 6.02 Digital Advertising Agreement. LLC and AMC will use commercially reasonable efforts to negotiate a Digital Advertising Agreement covering AMC’s digital touchpoints with consumers on commercially reasonable terms in light of the Parties larger relationship (the “Digital Advertising Agreement”).

Article 7.

INTELLECTUAL PROPERTY

Section 7.01 Software License. Subject to the terms and conditions of this Agreement and the License Agreement, LLC hereby grants to AMC, and AMC hereby accepts, a non- exclusive, non-transferable, non-sublicenseable, limited license to install and execute the object code version of the Software solely for the limited purpose to receive, store, display and exhibit the Digital Content Service and the Digital Carousel, as applicable, on the LLC Equipment and the AMC Equipment solely in connection with its performance of and subject to all of the terms and conditions of this Agreement and only to the extent such Software is utilized by AMC.

Section 7.02 License of the LLC Marks.

(a) **Grant.** Subject to the terms and conditions of this Agreement and any guidelines or requirements provided in writing from time-to-time by LLC to AMC, LLC hereby grants at no additional cost to AMC, and AMC hereby accepts, a non-exclusive, non-transferable (except in connection with an assignment of this Agreement in accordance with **Section 15.08** hereof), nonsublicenseable, limited license (i) to use the LLC Marks solely in connection with its participation in the Advertising Services, as approved by LLC in writing in advance (which shall not be unreasonably or untimely withheld), and (ii) to use the LLC Marks in marketing or advertising materials (“Marketing Materials”) that have been approved (which shall not be unreasonably or untimely withheld) by LLC pursuant to the terms hereof, provided and to the extent LLC shall have authorized AMC to promote the Advertising Services. AMC acknowledges that LLC is and shall remain the sole owner of the LLC Marks, including the goodwill of the business symbolized thereby. AMC recognizes the value of the goodwill associated with the LLC Marks and acknowledges and agrees that any goodwill arising out of the use of the LLC Marks or any of them by AMC shall inure to the sole benefit of LLC for all purposes hereof.

(b) **Approval of Use.** Prior to using any Marketing Material or depicting or presenting any LLC Mark in or on any marketing or advertising material or otherwise, AMC shall submit a sample of such Marketing Material or other material to LLC for approval. LLC shall exercise commercially reasonable efforts to approve (which shall not be unreasonably withheld) or reject any such Marketing Material or other material submitted to it for review within five (5) business days from the date of receipt by LLC. AMC shall not use, publish, or distribute any Marketing Material or other material unless and until LLC has so approved it in writing. Upon receipt of such approval from LLC for a particular Marketing Material or other material, AMC shall not be obligated to submit to LLC substantially similar material for approval; provided, however, AMC shall timely furnish samples of all such material to LLC.

(c) **Quality Standards.** Any and all use or exercise of rights by AMC with respect to the LLC Marks or any other trademark, tradename, service mark or service name provided by LLC to AMC for use in connection with the Advertising Services shall be in accordance with standards of quality and specifications prescribed by LLC from time to time (the “LLC Quality Standards”) and which have been delivered to AMC. LLC shall have the right to change the LLC Quality Standards from time to time upon written notice to AMC, provided such modified LLC Quality Standards are equally and timely applied to any and all other exhibitors of the Advertising Services.

(d) **Designation.** AMC shall cause the appropriate designation “(TM)” or “(SM)” or the registration symbol “(R)” to be placed adjacent to the LLC Marks in connection with the use thereof and to indicate such additional or alternative information as LLC shall specify from time to time concerning the use by AMC of the LLC Marks as such is, equally and timely communicated and applied to any and all other exhibitors of the Advertising Services.

(e) **Right to Suspend Use.** AMC shall not use any LLC Mark in any manner that may reflect adversely on the image or quality symbolized by the LLC Mark, or that may be detrimental to the image or reputation of LLC. Notwithstanding anything herein to the contrary, LLC shall have the right, at its sole option, to terminate or suspend the trademark license grant provided herein if it determines that AMC’s use of the LLC Marks or any of them is in violation of its trademark usage guidelines or is otherwise disparaging to its image or reputation, and such use is not conformed to such guidelines and other reasonable requests of LLC within ten (10) days of receipt of written notice thereof.

(f) **Use Limitations.** AMC agrees not to use (i) any trademark or service mark which is confusingly similar to, or a colorable imitation of, any LLC Mark or any part thereof, (ii) any trademark or service mark in combination with any LLC Mark, except in the case of the Brand as created by LLC under the terms of Section 4.04(a) or (iii) any LLC Mark in connection with or for the benefit of any product or service of any other Person or entity, except in the case of the Brand as created by LLC under the terms of Section 4.04(a). AMC shall not engage in any conduct which may place LLC or any LLC Mark in a negative light or context, and shall not represent that it owns or has any interest in any LLC Mark other than as expressly granted herein, nor shall it contest or assist others in contesting the title or any rights of LLC (or any other owner) in and to any LLC Mark.

(g) **Treatment.** With respect to all of LLC’s approvals, rights and otherwise under this Section 7.02, LLC shall treat AMC at least as favorably with respect to each instance as it has for any other exhibitor of the Advertising Services.

Section 7.03 License of the AMC Marks.

(a) **Grant.** Subject to the terms and conditions of this Agreement, and any guidelines or requirements provided in writing from time-to-time by AMC to LLC, AMC hereby grants at no cost to LLC, and LLC hereby accepts, a non-exclusive, non-transferable (except in connection with an assignment of this Agreement in accordance with Section 15.08 hereof), nonsublicenseable, limited license (i) to use the AMC Marks solely in connection with its delivery of the Advertising Services, as approved (which shall not be unreasonably or untimely withheld) by AMC in writing in advance, and (ii) to use the AMC Marks in Marketing Materials that have been approved (which shall not be unreasonably or untimely

withheld) by AMC pursuant to the terms hereof. LLC acknowledges that AMC is and shall remain the sole owner of the AMC Marks, including the goodwill of the business symbolized thereby. LLC recognizes the value of the goodwill associated with the AMC Marks and acknowledges and agrees that any goodwill arising out of the use of the AMC Marks by LLC shall inure to the sole benefit of AMC for all purposes hereof.

(b) Approval of Use. Prior to using any Marketing Material or depicting or presenting any AMC Mark in or on any marketing or advertising material or otherwise, LLC shall submit a sample of such Marketing Material or other material to AMC for approval. AMC shall exercise commercially reasonable efforts to approve (which shall not be unreasonably withheld) or reject any such Marketing Material or other material submitted to it for review within five (5) business days from the date of receipt by AMC. LLC shall not use, publish, or distribute any Marketing Material or other material unless and until AMC has so approved it in writing. Upon receipt of such approval from AMC for a particular Marketing Material or other material, LLC shall not be obligated to submit to AMC substantially similar material for approval; provided, however, LLC shall timely furnish samples of all such material to AMC.

(c) Quality Standards. Any and all use or exercise of rights by LLC with respect to the AMC Marks or any other trademark, tradename, service mark or service name provided by AMC to LLC for use in connection with the Advertising Services shall be in accordance with standards of quality and specifications prescribed by AMC from time to time (the "AMC Quality Standards") and provided to LLC. AMC shall have the right to change the AMC Quality Standards from time to time upon written notice to LLC.

(d) Designation. LLC shall cause the appropriate designation "(TM)" or "(SM)" or the registration symbol "(R)" to be placed adjacent to the AMC Marks in connection with the use thereof and to indicate such additional or alternative information as AMC shall specify from time to time concerning the use by LLC of the AMC Marks as such is equally and timely communicated and applied to any and all other licensees of the AMC Marks.

(e) Right to Suspend Use. LLC shall not use any AMC Mark in any manner that may reflect adversely on the image or quality symbolized by the AMC Mark, or that may be detrimental to the image or reputation of AMC. Notwithstanding anything herein to the contrary, AMC shall have the right, at its sole option, to terminate or suspend the trademark license grant provided herein if it determines that LLC's use of the AMC Marks or any of them is in violation of its trademark usage guidelines or is otherwise disparaging to its image or reputation, and such use is not conformed to such guidelines and other reasonable requests of AMC within ten (10) days of receipt of written notice thereof.

(f) Use Limitations. LLC agrees not to use (i) any trademark or service mark which is confusingly similar to, or a colorable imitation of, any AMC Mark or any part thereof, (ii) any trademark or service mark in combination with any AMC Mark, except for the LLC Marks as permitted under this Agreement or (iii) any AMC Mark in connection with or for the benefit of any product or service of any other Person or entity, except for the LLC Marks as permitted under this Agreement. LLC shall not engage in any conduct which may place AMC or any AMC Mark in a negative light or context, and shall not represent that it owns or has any interest in any AMC Mark other than as expressly granted herein, nor shall

it contest or assist others in contesting the title or any rights of AMC (or any other owner) in and to any AMC Mark.

Section 7.04 Status of the LLC Marks and AMC Marks. Without expanding the rights and licenses granted under this Agreement, the Parties acknowledge and agree that (a) the rights and licenses granted under this Agreement to use the LLC Marks and AMC Marks permit the use of the AMC Marks in combination or connection with the LLC Marks, (b) the use of the AMC Marks in combination or connection with the LLC Marks, whether in the Brand, Policy Trailer, Branded Slots, Marketing Materials or otherwise in connection with the participation in or delivery of the Advertising Services, will not be deemed to create a composite or combination mark consisting of the AMC Marks and the LLC Marks, but instead will be deemed to create and will be treated by the Parties as creating a simultaneous use of the LLC Marks and AMC Marks as multiple separate and distinct trademarks or service marks, (c) neither Party will claim or assert any rights in a composite mark consisting of elements of the LLC Marks and AMC Marks, and (d) all use of the AMC Marks and the LLC Marks under this Agreement will be subject to the provisions regarding the use and ownership of the AMC Marks and LLC Marks contained in this Agreement.

Article 8.

FEES

Section 8.01 Payment. Except as otherwise provided in this Agreement (e.g., payment of the Revenue Share, Platinum Revenue Share, Lobby Revenue Share, Political Revenue Share and Minimum Guarantee pursuant to Section 2.05 and Beverage Advertising Agreement Rate pursuant to Section 4.05), all amounts due by one Party to the other under this Agreement shall be paid in full within thirty (30) days after the receipt by the paying Party of an invoice therefor. Each Party agrees that invoices for amounts payable by the other Party will not be issued until the event triggering such payment obligation has occurred, or the condition triggering such payment obligation has been satisfied, as applicable. LLC may set off or recoup any amounts owed by LLC to AMC under this agreement against any amounts that LLC determines in good faith is owed by AMC to LLC under this Agreement.

Section 8.02 Administrative Fee. AMC may request the right to use the Digital Content Network for the delivery of any Digital Programming Events, Event Trailers, Trailers, PSA Trailers, meeting events or other entertainment content programming and, if such use is acceptable to LLC, AMC shall pay an Administrative Fee for such use as set forth in Exhibit B.

Section 8.03 Audit. Each Party shall keep and maintain accurate books and records of all matters relating to the performance of its obligations hereunder, including without limitation the sale of advertising, in accordance with generally accepted accounting principles. During the Term and for a period of one (1) year thereafter, each Party, at its sole expense, shall, upon reasonable advance written notice from the other Party, make such books and records (redacted, as applicable, to provide information relative to the Advertising Services and this Agreement) available at its offices for inspection and audit by the other Party, its employees and agents. Any audit with respect to amounts payable by either Party to the other Party under this Agreement shall be limited to an audit with respect to amounts to be paid in the current Fiscal Year and immediately preceding Fiscal Year only. Any period that has been audited pursuant to this section shall not be subject to any further audit. In the event an audit

of the books and records of a Party reveals an underpayment to the other Party, the audited Party shall pay to the other Party the amount of such underpayment within 30 days of the completion of the audit. If such audit determines that the underage in payments paid to a Party were in the aggregate in excess of five percent (5%) of the payments owed, the Party owing the payment shall, in addition to making the payment set forth above, reimburse the Party receiving the payment for all reasonable costs, expenses and fees incurred in connection with such audit. Any disputes between the Parties relating to the calculation of amounts owed shall be referred to a mutually satisfactory independent public accounting firm that has not been employed by either Party for the two (2) year period immediately preceding the date of such referral. The determination of such firm shall be conclusive and binding on each Party, and judgment upon any such determination can be entered in any court having jurisdiction over the matter. Each Party shall bear one-half of the fees of such firm. If the Parties cannot select such accounting firm, then the selection of such accounting firm shall be made by the American Arbitration Association located in New York, New York. In addition to the foregoing audit rights of the Parties, during the Term, LLC and its authorized agents shall have the right, upon reasonable advance notice, to inspect any AMC premises or facilities involved in the performance of this Agreement to confirm the performance and satisfaction of AMC's obligations hereunder.

Article 9.

TERM AND TERMINATION

Section 9.01 Term. Unless earlier terminated as provided below, the term of this Agreement shall begin on the Execution Date and shall continue through February 13, 2042 (the "Initial Term"), after which the Parties shall have the right to renew this Agreement on the terms as set forth in this Agreement for continuous, successive five-year periods upon mutual agreement (each, a "Renewal Term," and together with the Initial Term, the "Term"). The Parties shall, for a period of six (6) months commencing eighteen (18) months before the conclusion of the Initial Term and any Renewal Term, negotiate in good faith terms, if any, on which they may agree to extend the Initial Term or any Renewal Term, and, if such agreement is reached, this Agreement shall be amended to incorporate such terms. Prior to and during such six (6) month period, AMC shall not enter into or conduct any negotiations with any third party with respect to any service that may be competitive with the Advertising Services or any feature thereof.

Section 9.02 Termination; Defaults. Either Party may terminate this Agreement, immediately, by giving written notice of termination to the other, and without prejudice to any other rights or remedies the terminating Party may have, if:

(a) **Breach of Material Provision.** The other Party materially breaches this Agreement, other than any provision of Section 15.08, and fails to cure such breach within ninety (90) days after receipt from the terminating Party of written notice of the breach specifying in detail the nature of the breach, provided, that if such material breach cannot be cured within ninety (90) days from the notice, then the ninety-day period shall be extended as long as is reasonably necessary to cure such breach if the Party receiving notice diligently attempts to cure such breach; and provided, further, that if any such breach by AMC is confined to a Theatre or limited number of Theatres, LLC shall have the right in its sole discretion to terminate this Agreement only as to such Theatre or Theatres.

(b) **Breach of Anti-Assignment Provision.** The other Party materially breaches any provision of **Section 15.08**, and fails to cure such breach within thirty (30) business days after receipt from the terminating Party of written notice of the breach; provided, that if such breach cannot be cured within thirty (30) business days from the notice, then the period of thirty business days shall be extended as long as is reasonably necessary to cure such breach if the Party receiving notice diligently attempts to cure such breach; and provided, further, that if any such breach by AMC is confined to a Theatre or limited number of Theatres, LLC shall have the right in its sole discretion to terminate this Agreement only as to such Theatre or Theatres.

(c) **Injunction, Order or Decree.** Any governmental, regulatory or judicial entity of competent jurisdiction shall have issued a permanent injunction or other final order or decree which is not subject to appeal or in respect of which all time periods for appeal have expired, enjoining or otherwise preventing LLC or, AMC from performing, in any material respect, this Agreement.

(d) **Bankruptcy.** The dissolution, bankruptcy, insolvency or appointment of a receiver or trustee of the other Party that is not dismissed within sixty (60) days, or the other Party convenes a meeting of creditors, has a receiver appointed, ceases for any reason to carry on business or is unable to pay its debts generally.

Section 9.03 Optional Termination.

(a) **AMC Option.** If, in AMC's reasonable discretion, it determines that AMC has received meaningful negative customer reaction to the revised show structure detailed in this Agreement that is unrelated to AMC's Trailers and other AMC content displayed before the feature film or Digital Programming Content, then AMC may, by written notice to LLC, no later than the date that is 3 months following the 18-month anniversary of the Effective Date terminate the Agreement and revert to the Reverted Agreement, subject to **Section 9.03(c)** (the "**AMC Optional Termination Right**").

(b) **LLC Option.** If, in LLC's reasonable discretion, it determines that the AMC Attributable Revenue per Attendee is insufficient to cover the Minimum Guarantee, then LLC may, by written notice to AMC, no later than the date that is 3 months following the 18-month anniversary of the Effective Date terminate the Agreement and revert to the Reverted Agreement, subject to **Section 9.03(c)** (the "**LLC Optional Termination Right**").

(c) **Impact of AMC Optional Termination Right and LLC Optional Termination Right.** If either the AMC Optional Termination Right or the LLC Optional Termination Right is exercised, then (i) the Agreement will revert back to the terms of the Agreement that were in effect immediately prior to the Execution Date (the "Reverted Agreement") effective 9 months following notice of the AMC Optional Termination Right or the LLC Optional Termination Right, and (ii) the terms of the Reverted Agreement will apply, including the Exclusivity Run-Out Payments and Encumbered Theatre Beverage Agreement Advertising Rate payment provisions included in the Original Agreement (**Section 4.08** and the associated provisions in **Schedule 1**, **Section A**, and **Section D**.) other than (A) LLC will continue to have the rights to display 5 minutes of the Pre-Feature Program after Showtime, and (B) the revised content standards of this Agreement in **Section 4.2** will continue to apply to the Reverted Agreement. Additionally, only if LLC exercises the LLC Optional Termination Right, then the Exclusivity Run-Out Payments and Encumbered

Theatre Beverage Agreement Advertising Rate payment provisions included in the Reverted Agreement (Section 4.08 and the associated provisions in Schedule 1, Section A, and Section D.) will no longer apply. The Exclusivity Run-Out Payments and Encumbered Theatre Beverage Agreement Advertising Rate payments will be calculated as set forth on Schedule 9.03(c).

Section 9.04 Survival. Articles 1, 10, 11, 13, 14 and 15 and Sections 2.04, 9.04, 9.05, and 12.07 shall survive any expiration or termination of this Agreement.

Section 9.05 Effect of Termination.

(a) General. Upon termination or expiration of this Agreement, each Party may exercise all remedies available to it as a matter of law and upon prior notice to AMC, LLC shall be entitled to enter the Theatres, and any other premises of AMC where any LLC Property may be located (or in the event of partial termination of this Agreement pursuant to Section 9.02(a) or (b) the affected Theatre(s) or premises), at a time mutually agreed to by the Parties in order to recover any and all LLC Property. In the event LLC fails to recover any LLC Property within the timeframe the Parties agree upon for such recovery, AMC shall have the right to remove and dispose of such LLC Property in its sole discretion, provided that any Software included in the LLC Property shall be recovered and returned to LLC at LLC's expense. LLC shall be obligated to restore all premises from which LLC Property is removed pursuant to this section to their previous condition, excluding reasonable wear and tear and any other improvements or material alterations to such premises as may have been approved by the Parties in connection with installation of LLC Equipment or operation of the Advertising Services and shall repair any damage to the premises as a result of such removal. In addition, any and all licenses granted by either Party to the other under this Agreement shall immediately terminate, AMC shall cease using LLC Marks, LLC shall cease using AMC Marks and LLC shall be entitled to immediately discontinue the Advertising Services. Promptly upon termination or expiration of this Agreement, and except as expressly provided in Article 8 of the License Agreement, each Party shall return to the other Party all Confidential Information of the other Party, or, at the other Party's option, destroy such Confidential Information and promptly provide to the other Party a certificate signed by an officer of the Party attesting to such destruction. Notwithstanding termination of this Agreement, each Party shall pay to the other, within thirty (30) days after the effective date of such termination, any and all fees (including costs and expenses) and other amounts owed hereunder as of such termination.

(b) [***]

Article 10.

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 10.01 Representations and Warranties. Each Party represents and warrants that:

(a) Formation. It (i) is duly formed and organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and incorporation and has the power and authority to carry on its business as carried on, and (ii) has the right to enter

into this Agreement and to perform its obligations under this Agreement and has the power and authority to execute and deliver this Agreement.

(b) **Governmental Authorization**. Any registration, declaration, or filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, that is required to be obtained by it in connection with the valid execution, delivery, acceptance and performance by it under this Agreement or the consummation by it of any transaction contemplated hereby has been completed, made, or obtained, as the case may be.

(c) **Consents**. It is the exclusive owner of, or otherwise has or will have timely obtained all rights, licenses, clearances and consents necessary to make the grants of rights made or otherwise perform its obligations under this Agreement as required under this Agreement.

(d) **No Conflicts**. The execution and delivery of this Agreement do not, and the performance of its obligations under this Agreement and the consummation of the transactions contemplated hereby will not (with or without notice or lapse of time or both) (i) conflict with or result in a violation or breach of its charter or other organizational documents; conflict with or result in a violation or breach of any law or order applicable to it, or (A) conflict with or result in a violation or breach of, (B) constitute a default under, or (C) result in the creation or imposition of any lien upon it or any of its assets and properties under, any material contract or material license to which it or any of its Affiliates is a party or by which any of its or their respective assets and properties are bound.

Section 10.02 Additional Covenants

(a) **No Challenge**. Each Party covenants that it will not at any time, except to the extent necessary to, assert or defend its rights under this Agreement: (i) challenge or otherwise do anything inconsistent with the other Party's right, title or interest in its property, (ii) do or cause to be done or omit to do anything, the doing, causing or omitting of which would contest or in any way impair or tend to impair the rights of the other Party in its property or the rights of third party licensors or providers in their property, or (iii) assist or cause any Person or entity to do any of the foregoing.

(b) **No Infringement by AMC**. AMC covenants that, except as AMC discloses in writing concurrently with the execution hereof and excluding any intellectual property or other rights licensed pursuant to the License Agreement, none of the information, content, materials, or services it supplies or has supplied on its behalf under this Agreement to its knowledge infringes or misappropriates, or will infringe or misappropriate, any U.S. patent, trademark, copyright or other intellectual property or proprietary right of any third party to the extent used in accordance with the terms and conditions of this Agreement.

(c) **No Infringement by LLC**. LLC covenants that, except as specified in **Section 10.02(b)** and excluding any intellectual property or other rights licensed pursuant to the License Agreement, (i) to its knowledge, the Advertising Services will not violate, infringe or dilute any trademark, tradename, service mark or service name or any other intellectual property of any third party or the right of privacy or publicity of any person and (ii) LLC shall procure any and all consents, licenses or permits necessary relating to the Advertising Services provided to AMC and shall pay all license fees and royalties to the appropriate parties

that become due and owing as a result of the performance of the Advertising Services or any other services as may be provided by LLC to AMC from time to time, other than film rent to the film distributors.

Section 10.03 Disclaimer. EXCEPT AS EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT, ANY AND ALL INFORMATION, PRODUCTS, AND SERVICES, INCLUDING, WITHOUT LIMITATION, THE AMC PROPERTY AND LLC PROPERTY, ARE PROVIDED “AS IS” AND “WITH ALL FAULTS,” AND NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, AND EACH PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY MAKES ANY REPRESENTATION THAT THE DIGITAL CONTENT SERVICE OR ITS DISPLAY, OR RECEIPT OF ANY OTHER SERVICES, WILL BE UNINTERRUPTED OR ERROR-FREE.

Article 11.

INDEMNIFICATION

Section 11.01 Indemnification.

(a) **Indemnification by AMC.** AMC shall defend, indemnify, and hold harmless LLC and its officers, directors, members, owners, contractors, employees, representatives, agents, successors, and assigns (collectively, “Representatives”) from and against any and all losses, obligations, risks, costs, claims, liabilities, settlements, damages, liens, judgments, awards, fines, penalties, expenses and other obligations whatsoever (including, without limitation, reasonable attorneys’ fees and disbursements, except as limited by Section 11.02, and any consultants or experts and expenses of investigation) (collectively, “Costs”) suffered or incurred by LLC or its Representatives in connection with, as a result of, based upon, or relating to, (i) any breach by AMC of this Agreement, (ii) any use by AMC of any LLC Property (other than LLC Property licensed by LLC to AMC under the License Agreement) other than as authorized by this Agreement, (iii) any third-party claims directly resulting from acts or omissions of AMC or its designee(s), (iv) AMC’s fraud, willful misconduct, or noncompliance with law, (v) any infringement, violation, misappropriation, or misuse of any third-party intellectual property rights by the AMC Property (excluding the intellectual property or other rights licensed by AMC pursuant to the License Agreement); or (vii) any items disclosed by AMC pursuant to Section 10.02(b).

(b) **Indemnification by LLC.** LLC shall defend, indemnify, and hold harmless AMC and its Representatives from and against any and all Costs suffered or incurred by AMC or its Representatives in connection with, as a result of, based upon, or relating to, (i) any breach by LLC of this Agreement, (ii) any use by LLC of any information, content or other materials supplied by or on behalf of AMC hereunder (including the Brand), but not under the License Agreement, other than as authorized by this Agreement, (iii) any damage caused by LLC, its vendors or subcontractors in installation, inspection or maintenance of any Equipment, (iv) any third-party claims directly resulting from acts or omissions of LLC or its designee(s), including subcontractors, (v) any infringement, violation, misappropriation, or

misuse of any third-party intellectual property rights by the LLC Property (excluding the intellectual property or other rights licensed by LLC pursuant to the License Agreement); or (vii) LLC's fraud, willful misconduct, or noncompliance with law.

(c) **Mutual Indemnification.** Each Party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party and the other Party's Representatives from and against any and all Costs suffered or incurred by the other Party or the other Party's Representatives in connection with or as a result of, and from and against any and all third party claims, suits, actions, or proceedings actually or allegedly arising out of, based upon, or relating to any infringement or dilution of any third party trademark, tradename, service mark or service name by any trademark, tradename, service mark or service name provided by the Indemnifying Party. In the event of any infringement or dilution giving rise to a claim for indemnification under Sections 10.02(b), 10.02(c) or 11.01(a)(iii), or if infringement or dilution potentially giving rise to a claim under this Section is, in the Indemnifying Party's opinion, likely to occur the Indemnifying Party may, either: (i) procure for the other Party the right to continue using the trademark, tradename, service mark or service name in question, (ii) replace or modify the trademark, tradename, service mark or service name in question with a non-infringing or non-dilution alternative; or (iii) order the other Party to cease use of, and terminate the grant of rights under this Agreement with respect to, the trademark, tradename, service mark or service name in question. The Indemnifying Party will have no obligation under this Section for any infringement or dilution caused by, and the other Party will indemnify the Indemnifying Party in the event of, use by the other Party of the trademark, tradename, service mark or service name in question: (A) after the Indemnifying Party has notified the other Party to cease use of that trademark, tradename, service mark or service name; (B) in combination with any other trademark, tradename, service mark or service name not supplied by the Indemnifying Party; or (C) in breach of this Agreement. This Section 11.01(c) states each Party's entire liability and sole and exclusive remedy for infringement or dilution claims or actions relating to third party trademarks, tradenames, service marks or service names in connection with this Agreement.

Section 11.02 Defense of Action. An indemnitor under this Article shall have the right to control the defense and settlement of any and all claims, suits, proceedings, and actions for which such indemnitor is obligated to indemnify, hold harmless, and defend hereunder, but the indemnitee shall have the right to participate in such claims, suits, proceedings, and actions at its own cost and expense. An indemnitor shall have no liability under this Article 11 unless the indemnitee gives notice of such claim to the indemnitor promptly after the indemnitee learns of such claim so as to not prejudice the indemnitor. Under no circumstance shall either Party hereto settle or compromise or consent to the entry of any judgment with respect to any claim, suit, proceeding, or action that is the subject of indemnification hereunder without the prior written consent of the other Party, except for settlement involving only monetary payment by the indemnitor or no commitment or admission by the indemnitee, which consent shall not be withheld or delayed unreasonably.

Article 12.

ADDITIONAL RIGHTS AND OBLIGATIONS

Section 12.01 Assistance. Each Party, upon the request of the other, shall perform any and all further reasonable acts and reasonably execute, acknowledge, and deliver any and all documents which the other Party determines in its sole reasonable judgment may be necessary,

appropriate, or desirable to carry out the intent and purposes of this Agreement, including without limitation to document, perfect, or enforce the other Party's right, title, or interest in and to any of such Party's property, as well as any assistance requested in connection with the proceedings, suits, and hearings described in Section 12.02.

Section 12.02 Infringement. The Parties shall notify one another promptly, in writing, of any alleged, actual or threatened infringement, violation, misappropriation or misuse of or interference with ("Infringement") any intellectual property which such Party knows of or has reason to suspect.

Section 12.03 Theatre Passes. Upon the request of LLC's CEO, AMC will issue a number of annual passes, as reasonably requested by LLC and agreed by the parties and as reasonably consistent with prior practice, to the Theatres for use by LLC advertising clients, subject to AMC's ability to issue such passes pursuant to AMC's agreements with film distributors. LLC may purchase passes in excess of such number each year at a reasonably negotiated price. All other tickets used by LLC for promotional and sales purposes will be acquired by LLC at AMC's then current group ticket discount rate.

Section 12.04 Compliance with Law. AMC and LLC shall each at all times operate and conduct its business, including, without limitation, exercising its rights under this Agreement, in compliance with all applicable international, national, state, and local laws, rules, and requirements, and the compliance by either Party with such laws, rules and requirements shall under no circumstances be deemed a breach of this Agreement.

Section 12.05 Insurance. AMC shall maintain with financially sound and reputable insurance companies insurance on the Theatres and Equipment in such amounts and against such perils as AMC deems adequate for its business. LLC shall maintain with financially sound and reputable insurance companies insurance for its business and Equipment in such amounts and against such perils as LLC deems adequate for its business. Each Party will name the other Party (including its agents, officers, directors, employees and affiliates) as an additional insured on such policies of insurance. Furthermore, to the extent reasonably practicable, LLC shall use commercially reasonable efforts to have AMC listed as an additional insured on any insurance policy carried by the advertiser, agent or event promoter in connection with Advertising Services provided under this Agreement.

Section 12.06 Most Favored Nations. If prior to final adjudication (including any appeal or the expiration of time to appeal) of the MFN Litigation, LLC enters into an amendment to the existing Cinemark Exhibitor Agreement or enters into another agreement with Cinemark or its Affiliates to provide services substantially similar to those provided under the Cinemark Exhibitor Agreement and that agreement contains an improved revenue share as compared to the Revenue Share or an improved revenue share for the Platinum advertising as compared to the Platinum Revenue Share, LLC shall promptly provide to AMC a copy of each such amendments or agreements. At the election of AMC, by written notice to LLC within twenty (20) days following its receipt of such agreements or amendments, to amend this Agreement so that it conforms to any of such agreements or amendments relating solely to the Revenue Share or Platinum Revenue Share, this Agreement shall be deemed so amended by LLC and AMC as soon as reasonably practicable after receipt of such notice. The amendment of this Agreement, if any, will include the changes to the Revenue Share or Platinum Revenue Share and any other associated provisions that are necessary in LLC's reasonable discretion for AMC to receive the benefit of the Revenue Share or Platinum Revenue Share (the

“Associated Provisions”). AMC shall have no right to the benefit of any agreements or amendments relating to provisions other than the Revenue Share and Platinum Revenue Share and the Associated Provisions.

Section 12.07 Non-Competition and Non-Solicitation.

(a) **Non-Competition.** In consideration of AMC’s participation in LLC and in consideration of the mutual covenants and agreements contained in this Agreement, AMC and its Affiliates agree, except as otherwise provided in this Agreement, not to engage or participate in any business, hold equity interests, directly or indirectly, in another entity, whether currently existing or hereafter created, or participate in any other joint venture that competes or would compete with any business that LLC is authorized to conduct in the Territory pursuant to this Agreement, whether or not LLC is actually conducting such business in a particular portion of the Territory. The foregoing restrictions shall not apply (i) in the event AMC or its Affiliate acquires a competing business in the Territory as an incidental part of an acquisition of any other business that is not prohibited by the foregoing, if AMC disposes of the portion of such business that is a competing business as soon as practicable, (ii) to any direct or indirect ownership or other equity investments by AMC or its Affiliates in such other competing business that represents in the aggregate less than 10% of the voting power of all outstanding equity of such business, and (iii) in the event AMC enters into any agreement for the acquisition or installation of equipment or the provision of services on customary terms that does not violate the exclusivity of LLC hereunder with any entity that has other businesses and provides other services that may compete with LLC.

(b) **Non-Solicitation.** For the Term of this Agreement and a three-year period after its termination or expiration, each Party shall not, without the prior written approval of the other Party, directly or indirectly: (i) solicit for hire any employees of any other Party or its Affiliates at the level of vice president or higher; or (ii) induce any such employee of such Party to terminate their relationship with such Party. The foregoing will not apply to individuals hired as a result of the use of a general solicitation (such as a newspaper, radio or television advertisement) not specifically directed to the employees of such Party.

Article 13.

OWNERSHIP

Section 13.01 Property.

(a) **LLC Property.** As between LLC and AMC, LLC owns, solely and exclusively, any and all right, title, and interest in and to the Advertising Services (including all Inventory and other content supplied by or on behalf of LLC), the LLC Marks, the Software (excluding any Software owned by AMC as provided in the License Agreement), LLC’s Confidential Information, the Digital Content Network, and any and all other data, information, Equipment (excluding the AMC Equipment), material, inventions, discoveries, processes, methods, technology, know-how, written works, software, works of visual art, audio works, and multimedia works provided, developed, created, reduced to practice, conceived, or made available by or on behalf of LLC to AMC or used by LLC to perform any of its obligations under or in connection with this Agreement, as well as any and all translations, improvements, adaptations, reproductions, look and feel attributes, and derivatives

thereof (collectively, the “LLC Property”), and, except as expressly and explicitly stated in this Agreement, reserves all such right, title, and interest.

(b) AMC Property. As between AMC and LLC, AMC owns, solely and exclusively, any and all right, title, and interest in and to all content supplied by or on behalf of AMC, the AMC Marks, Software not included in Section 13.01(a) above, AMC’s Confidential Information, and any and all other data, information, Equipment (excluding the LLC Equipment), material, inventions, discoveries, processes, methods, technology, know-how, written works, software, works of visual art, audio works, and multimedia works provided, developed, created, reduced to practice, conceived, or made available by or on behalf of AMC to LLC or used by AMC to perform any of its obligations under or in connection with this Agreement, as well as any and all translations, improvements, adaptations, reproductions, look- and-feel attributes, and derivatives thereof (collectively, the “AMC Property”), and, except as expressly and explicitly stated in this Agreement, reserves all such right, title, and interest.

Section 13.02 Derived Works.

(a) Derived Works from LLC Property. Any and all data, information, and material created, conceived, reduced to practice, or developed pursuant to this Agreement, but not pursuant to the License Agreement, including, without limitation, written works, processes, methods, inventions, discoveries, software, works of visual art, audio works, look-and-feel attributes, and multimedia works, to the extent based on, using, or derived from, in whole or in part, any LLC Property, whether or not done on LLC’s facilities, with LLC’s equipment, or by LLC personnel, by either Party alone or with each other or any third party, and any and all right, title, and interest therein and thereto (including, but not limited to, the right to sue for past infringement) (collectively, “LLC Derived Works”), shall be owned solely and exclusively by LLC, and AMC hereby assigns, transfers, and conveys to LLC any right, title, or interest in or to any LLC Derived Work which it may at any time acquire by operation of law or otherwise. To the extent any LLC Derived Works are included in the Advertising Services, LLC hereby grants to AMC during the Term a non-exclusive, non-transferable, non-sublicenseable license to such LLC Derived Works solely for use in connection with the Advertising Services, as expressly provided by this Agreement.

(b) Derived Works from AMC Property. Except as specified in Section 13.02(a), any and all data, information, and material created, conceived, reduced to practice, or developed pursuant to this Agreement, but not pursuant to the License Agreement, including, without limitation, written works, processes, methods, inventions, discoveries, software, works of visual art, audio works, look-and-feel attributes, and multimedia works, to the extent based on, using, or derived from, in whole or in part, any AMC Property (and specifically including any materials included in the Policy Trailer or the Branded Slots based on or derived from materials supplied by AMC), whether or not done on AMC’s facilities, with AMC’s or LLC’s equipment, or by AMC personnel, by either Party alone or with each other or any third party, and any and all right, title, and interest therein and thereto (including, but not limited to, the right to sue for past infringement) (collectively, “AMC Derived Works”), shall be owned solely and exclusively by AMC, and LLC hereby assigns, transfers, and conveys to AMC any right, title, or interest in or to any AMC Derived Work which it may at any time acquire by operation of law or otherwise. To the extent any AMC Derived Works are included in the Advertising Services, AMC hereby grants to LLC during the Term a nonexclusive, non- transferable, non-sublicenseable license to such AMC Derived Works

solely for use in connection with the Advertising Services, as expressly provided by this Agreement.

Section 13.03 No Title. This Agreement is not an agreement of sale, and (a) no title or ownership interest in or to any LLC Property is transferred to AMC, and (b) no title or ownership interest in or to any AMC Property is transferred to LLC, as a result of or pursuant to this Agreement. Further, (i) AMC acknowledges that its exercise of rights with respect to the LLC Property shall not create in AMC any right, title or interest in or to any LLC Property and that all exercise of rights with respect to the LLC Property and the goodwill symbolized thereby or connected therewith will inure solely to the benefit of LLC, and (ii) LLC acknowledges that its exercise of rights with respect to the AMC Property shall not create in LLC any right, title or interest in or to any AMC Property and that all exercise of rights with respect to the AMC Property and the goodwill symbolized thereby or connected therewith will inure solely to the benefit of AMC.

Article 14.

CONFIDENTIALITY

Section 14.01 Confidential Treatment. During the Term, and for a period of three (3) years after the termination of this Agreement:

(a) **Treatment of Confidential Information.** Each Party shall use and cause its Affiliates to use the same degree of care it uses to safeguard its own Confidential Information and to cause its and its Affiliates' directors, officers, employees, agents and representatives to keep confidential all Confidential Information; and each Party shall hold and shall cause its Affiliates to hold and shall cause its and its Affiliates' directors, officers, employees, agents and representatives to hold in confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of counsel, by the requirements of law, Confidential Information.

(b) **LLC's Confidential Information.** AMC agrees that the Confidential Information of LLC shall only be disclosed in secrecy and confidence, and is to be maintained by AMC in secrecy and confidence subject to the terms hereof. AMC shall (i) not, directly or indirectly, use the Confidential Information of LLC, except as necessary in the ordinary course of LLC's business, or disclose the Confidential Information of LLC to any third party and (ii) inform all of its employees to whom the Confidential Information of LLC is entrusted or exposed of the requirements of this Section and of their obligations relating thereto.

(c) **AMC's Confidential Information.** Confidential Information of AMC shall not be supplied by LLC or its Subsidiaries to any Person who is not an employee of LLC or National CineMedia. Notwithstanding the foregoing, AMC Confidential Information may be disclosed to authorized third-party contractors of LLC if LLC determines that such disclosure is reasonably necessary to further the business of LLC, and if such contractor executes a non-disclosure agreement preventing such contractor from disclosing AMC's Confidential Information for the benefit of each provider of AMC's Confidential Information in a form reasonably acceptable to AMC. AMC's Confidential Information disclosed to LLC shall not be shared with other members of LLC without AMC's written consent.

Section 14.02 Injunctive Relief. It is understood and agreed that each Party's remedies at law for a breach of this **Article 14**, as well as **Section 12.07**, will be inadequate and that each Party shall, in the event of any such breach or the threat of such breach, be entitled to equitable relief (including without limitation provisional and permanent injunctive relief and specific performance) from a court of competent jurisdiction. The Parties shall be entitled to the relief described in this **Section 14.02** without the requirement of posting a bond. Nothing stated herein shall limit any other remedies provided under this Agreement or available to the Parties at law.

Article 15.

MISCELLANEOUS

Section 15.01 Notices. All notices, consents, and other communications between the Parties under or regarding this Agreement shall be in writing and shall be sent to the recipient's address set forth in this section by hand delivery, nationally respected overnight carrier, or certified mail, return receipt requested. Such communications shall be deemed to have been received on the date actually received:

LLC: National CineMedia, LLC
6300 S Syracuse Way, Suite 300
Centennial, CO 80111
Attention: Chief Executive Officer

with a copy to: National CineMedia, LLC
6300 S Syracuse Way, Suite 300
Centennial, CO 80111
Attention: General Counsel

AMC: American Multi-Cinema, Inc.
c/o AMC Entertainment Inc. 11500 Ash Street
Leawood, KS 66211
Fax: 913-213-2058
Attn: General Counsel

Either Party may change its address for notices by giving written notice of the new address to the other Party in accordance with this section, but any element of such Party's address that is not newly provided in such notice shall be deemed not to have changed.

Section 15.02 Waiver; Remedies. The waiver or failure of either Party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. All remedies available to either Party hereto for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

Section 15.03 Severability. Should any term or provision of this Agreement be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement. The application of any term or provision restated pursuant hereto to Persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 15.04 Integration; Headings. This Agreement and the exhibits hereto, amends and replaces the Original Agreement and, as of the Execution Date, the Original Agreement (other than the Original Payment Structure and subject to the provisions of Section 9.03, which will remain in place until the Effective Date) shall be of no further force or effect, except as specified in Section 15.14, and following the Effective Date, the Original Agreement shall be of no further force or effect. The Agreement, the Settlement and Release Agreement, and the Joint Venture Termination Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of the Original Agreement, and supersedes any and all other prior or contemporaneous oral or written communications, proposals, representations, and agreements, express or implied. This Agreement may be amended only by mutual agreement expressed in writing and signed by both Parties. Headings used in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 15.05 Construction. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns, and verbs shall include the plural and vice versa. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable. The use of the words “include” or “including” in this Agreement shall be by way of example rather than by limitation. The use of the words “or,” “either” or “any” shall not be exclusive.

Section 15.06 Non-Recourse. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the Parties hereto that each and every representation, warranty, covenant, undertaking and agreement made in this Agreement was not made or intended to be made as a personal representation, undertaking, warranty, covenant, or agreement on the part of any individual or of any partner, stockholder, member or other equity holder of either Party hereto, and any recourse, whether in common law, in equity, by statute or otherwise, against any such individual or entity is hereby forever waived and released.

Section 15.07 Governing Law; Submission to Jurisdiction. Subject to the provisions of Section 14.02 and the Parties’ agreement that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed by the Parties:

(a) **Governing Law.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the Parties.

(b) **Jurisdiction.** Each Party hereto agrees that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced exclusively in any state or federal court located in Delaware or in New York, New York. Subject to the preceding sentence, each Party hereto:

(i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in New York, New York (and each appellate court located in the State of New York) in connection with any such legal proceeding, including to enforce any settlement, order or award;

(ii) consents to service of process in any such proceeding in any manner permitted by the laws of the State of New York, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 15.01 is reasonably calculated to give actual notice;

(iii) agrees that each state and federal court located in New York, New York shall be deemed to be a convenient forum;

(iv) waives and agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state or federal court located in New York, New York, any claim that such Party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court; and

(v) agrees to the entry of an order to enforce any resolution, settlement, order or award made pursuant to this Section by the state and federal courts located in New York, New York and in connection therewith hereby waives, and agrees not to assert by way of motion, as a defense, or otherwise, any claim that such resolution, settlement, order or award is inconsistent with or violative of the laws or public policy of the laws of the State of New York or any other jurisdiction.

(c) **Jury Trial.** Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement. Each Party acknowledges and agrees that (a) such Party has considered the implications of this waiver, (b) such Party makes this waiver knowingly and voluntarily, after consulting or having had the opportunity to consult with counsel of their choice, and (c) such Party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 15.07.

(d) **Costs and Expenses.** In the event of any action or other proceeding relating to this Agreement or the enforcement of any provision of this Agreement, the prevailing party (as determined by the court) shall be entitled to payment by the non-prevailing party of all costs and expenses (including reasonable attorneys' fees) incurred by

the prevailing party, including any costs and expenses incurred in connection with any challenge to the jurisdiction or the convenience or propriety of venue of proceedings before any state or federal court located in New York, New York.

Section 15.08 Assignment. Neither Party may assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third party without the other Party's prior written consent. Either Party may fulfill their respective obligations hereunder by using third-party vendors or subcontractors; provided, however that such Party shall remain fully and primarily responsible to ensure that such obligations are satisfied. AMC acknowledges and agrees that in the event of assignment or transfer by the sale of all or substantially all of its assets, the failure to obtain (by operation of law or otherwise) an agreement in writing by assignee/transferee to be bound by the terms of this Agreement to the same extent as if such assignee/transferee were a party hereto (an "Assignment and Assumption") of its interest in this Agreement in respect of such assets as part of the sale shall constitute a material breach of this Agreement. Notwithstanding the foregoing, this Agreement shall not be assignable by either Party unless the assignee enters into an Assignment and Assumption. A Permitted Transfer shall not be deemed an assignment or transfer for purposes of this Agreement; provided, however, any Permitted Transfer by assignment to an Affiliate of AMC shall be (i) conditioned upon (A) the transferee entering into an Assignment and Assumption, (B) AMC agreeing in writing to remain bound by the obligations under this Agreement, and (ii) effective only so long as the Affiliate remains an Affiliate of transferee, and must be made for a bona fide business purpose. Any attempted assignment in violation of this section shall be void.

Section 15.09 Force Majeure. Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a pandemic, epidemic, disease outbreak, labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such Party, provided that such Party uses commercially reasonable efforts, under the circumstances, to notify the other Party of the circumstances causing the delay and to resume performance as soon as possible.

Section 15.10 Third Party Beneficiary. The Parties hereto do not intend, nor shall any clause be interpreted, to create under this Agreement any obligations or benefits to, or rights in, any third party from either LLC or AMC. Neither Party hereto is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other Party, or to bind the other Party in any matter or thing whatever. No Affiliate of either Party shall have any liability or obligation pursuant to this Agreement. Each Party shall be solely responsible, and each Party agrees to look solely to the other, for the satisfaction of such other Party's obligations under this Agreement.

Section 15.11 Export.

(a) **LLC's Software and Confidential Information.** AMC acknowledges and agrees: (i) that the Software and the Confidential Information of LLC are subject to the export controls of the United States, and (ii) that AMC has no right to, and further agrees that it will not, export or otherwise transfer or permit the transfer of any Software or Confidential Information of LLC outside the Territory. AMC will defend, indemnify, and hold harmless LLC from and against all fines, penalties, liabilities, damages, costs, and expenses incurred by LLC as a result of any failure to comply with the preceding sentence.

(b) AMC's Confidential Information. LLC acknowledges and agrees: (i) that the Confidential Information of AMC is subject to the export controls of the United States, and(ii) that LLC has no right to, and further agrees that it will not, export or otherwise transfer or permit the transfer of any Confidential Information of AMC outside the Territory. LLC will defend, indemnify, and hold harmless AMC from and against all fines, penalties, liabilities, damages, costs, and expenses incurred by AMC as a result of any failure to comply with the preceding sentence.

Section 15.12 Independent Contractors. The Parties' relationship to each other is that of an independent contractor, and neither Party is an agent or partner of the other. Neither Party will represent to any third party that it has, any authority to act on behalf of the other.

Section 15.13 Counterparts. This Agreement may be executed in any number of separate counterparts each of which when executed and delivered to the other Party hereto shall be an original as against the Party whose signature appears thereon, but all such counterparts shall together constitute one and the same instrument.

Section 15.14 Effective Date. This Agreement will be effective on the Execution Date except for the revisions to the fees payable under Section 2.05. Prior to the Effective Date, Section 2.05 of the Original Agreement and its related schedules will remain effective (the "Original Payment Structure"), and beginning on the Effective Date, LLC will begin to make the payments specified under Section 2.05 of this Agreement.

Section 15.15 Amendment and Restatement. The Original Agreement is hereby amended and restated in its entirety to read as set forth herein. Such amendment and restatement is effective upon the Execution Date, upon and after which such date all provisions of, rights granted and covenants made in the Original Agreement are hereby replaced and superseded in their entirety; provided that this amendment and restatement will not impact the rights specified in Section 9.03 in the event of an AMC Optional Termination Right or LLC Optional Termination Right.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

American Multi-Cinema, Inc.

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

Muvico, LLC

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

AMC Entertainment Holdings, Inc.

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

AMC ITD, LLC

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

AMC of Maryland, LLC

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

AMC of Maryland II, LLC

By: /s/ Sean D. Goodman

Name: Sean D. Goodman

Title: Executive Vice President, Chief Financial Officer & Treasurer

Centertainment Development, LLC

By: /s/ Sean D. Goodman

Name: Sean D. Goodman

Title: Executive Vice President, Chief Financial Officer & Treasurer

AMC License Services, LLC

By: /s/ Sean D. Goodman

Name: Sean D. Goodman

Title: Executive Vice President, Chief Financial Officer & Treasurer

AMC Concessionaire Services of Florida, LLC

By: /s/ Sean D. Goodman

Name: Sean D. Goodman

Title: Executive Vice President, Chief Financial Officer & Treasurer

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

National CineMedia, LLC

By its manager, National CineMedia, Inc.

By: /s/ Tom Lesinski

Name: Tom Lesinski

Title: Chief Executive Officer

EXHIBIT A

DESCRIPTION OF ADVERTISING SERVICES

“**Advertising Services**” consist of the following:

1. *Lobby Promotions.*

“**Lobby Promotions**” means the promotions identified in Addendum A.

2. *Event Sponsorships*

“**Event Sponsorship**” means the sale of advertising or sponsorships with respect to any Digital Programming Event exhibited or shown in Theatres.

“**Event Simulcast Advertising Services**” means the sale of advertising with respect to any Digital Programming Event Simulcast. For clarification, to the extent that the content provider allows any third-party advertising to be included in a Digital Programming Event Simulcast, other than that provided by or on behalf of the content provider, LLC shall have the exclusive right to provide such advertising content.

3. *Digital Content Service and Digital Carousel*

The Digital Content Service (which includes the Pre-Feature Program, Policy Trailer, and the Lobby Entertainment Program), the Digital Carousel and all other on-screen content which is exhibited in Theatre auditoriums prior to the feature film presentation or a Digital Programming Event, but specifically excluding Trailers and Event Trailers.

4. *3D or 4D Advertising Services*

“**3D or 4D Advertising Services**” means any of the Digital Carousel, the Pre-Feature Program, the Policy Trailer portions of the Advertising Services that are viewed by theatre patrons in 3D or 4D by using the Digital Cinema Equipment and 3D Glasses.

EXHIBIT B

A. Beverage Agreement Advertising Rate (See Section 4.05(a))

The initial Beverage Agreement Advertising Rate as of the Execution Date is \$[***] per thousand attendees in AMC Attendance for a 30-second advertisement. Commencing on the first anniversary of the Effective Date, and thereafter, the Beverage Agreement Advertising Rate will increase in an amount equal to 2% annually.

The rate for a longer or shorter advertisement shall be adjusted based on a multiple or percentage of the 30-second rate. For illustrative purposes, the initial Beverage Agreement Advertising Rate for 90 seconds of advertising as of the Execution Date would be \$[***].

B. Event Services Administrative Fee (See Section 8.02)

The Administrative Fee to be charged for delivery of Trailers, Event Trailers, PSA Trailers, meeting events, Digital Programming Events or Digital Programming Event Pre-Feature Programs shall cover all post production services (including ingesting, editing and encryption) performed by LLC and delivery of content to Theatre(s) through the Digital Content Network. If LLC establishes an additional digital network, pricing related to services provided for such network will be developed separately.

The Administrative Fee shall be negotiated by LLC and AMC in good faith from time to time to ensure that the Administrative Fee being paid to LLC is equal to a market rate negotiated at arm's length between third parties.

Schedule 1.01

Theatres

[Information included in this Schedule has been omitted in accordance with Item 601(a)(5) of Regulation S-K.]

Schedule 2.02(a)

Additional Theatres

[Information included in this Schedule has been omitted in accordance with Item 601(a)(5) of Regulation S-K.]

Schedule 2.05(h)

Theatre Maintenance Fee per Digital Cinema Screen

“**Theatre Maintenance Fee per Digital Cinema Screen**” means, (i) beginning in the month in which the conversion of any screen in any auditorium in any Theatre to a Digital Cinema Screen either through Dual Interface Architecture or the ACE Solution) is initially completed and is operational for the exhibition of the Pre-Feature Program and LLC has delivered the LLC Confirmation with respect to such Digital Cinema Screen or (ii) beginning in the month in which a new-build auditorium with a Digital Cinema Screen is initially operational for the exhibition of the Pre-Feature Program as confirmed by LLC, a monthly payment an amount equal to \$[***] per month for each Digital Cinema Screen, which amount shall increase 5% annually beginning on the anniversary of the Effective Date thereafter with payment for (y) the first month to be pro rata based upon the number of days in such month in which the converted screen is operational and (z) the last month in the term of this Agreement (or the last month in which the Digital Cinema Equipment is not removed from such Digital Cinema Screen) to be 50% of the applicable monthly payment then due. The amount of the Theatre Maintenance Fee per Digital Cinema Screen shall be the same regardless of whether the Dual Interface Architecture or the ACE Solution is chosen to deliver Advertising Services in any auditorium; provided that if AMC removes the Digital Cinema Equipment in any Digital Cinema Screen as permitted by Section 3.06, LLC shall no longer be liable to pay AMC the Theatre Maintenance Fee per Digital Cinema Screen with respect to such Digital Cinema Screen until such time as Projection System with respect to such Digital Cinema Screen is reinstalled.

Schedule 4.02

Content Standards

[Information included in this Schedule has been omitted in accordance with Item 601(a)(5) of Regulation S-K.]

Schedule 9.03(c)

Exclusivity Run-Out Payments and Encumbered Theatre Beverage Agreement Advertising Rate

[Information included in this Schedule has been omitted in accordance with Item 601(a)(5) of Regulation S-K.]

Addendum A

Lobby Entertainment Program and Lobby Promotions

[Information included in this Addendum has been omitted in accordance with Item 601(a)(5) of Regulation S-K.]

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. “[*]” INDICATES THAT INFORMATION HAS BEEN REDACTED**

JOINT VENTURE TERMINATION AND SETTLEMENT AGREEMENT

This Joint Venture Termination and Settlement Agreement (this “**Agreement**”) is entered into as of the Effective Date (as defined below), by and between American Multi-Cinema, Inc. (“**AMC**”), on the one hand, and National CineMedia, LLC (“**NCM**”) and National CineMedia, Inc. (“**NCMI**”, and together with NCM, “**National CineMedia**”), on the other hand. AMC and National CineMedia are each referred to herein as a “**Party**,” and, collectively, as the “**Parties**.”

RECITALS

WHEREAS, on February 13, 2007, certain of the Parties entered into (a) that certain Third Amended and Restated Limited Liability Company Operating Agreement, dated as of February 13, 2007, by and among AMC, Cinemark Media, Inc. (“**Cinemark**”), NCMI, and Regal CineMedia Holdings, LLC (“**Regal CineMedia Holdings**”) (as amended, the “**LLC Agreement**”); (b) that certain Common Unit Adjustment Agreement, dated as of February 13, 2007, by and among AMC, Cinemark, Cinemark USA, Inc. (“**Cinemark USA**”), Regal CineMedia Holdings, Regal Cinemas, Inc. (“**Regal Cinemas**”), NCM, and NCMI (the “**CUAA**”); (c) that certain Tax Receivable Agreement, dated as of February 13, 2007, by and among AMC, Cinemark, Cinemark USA, NCM, NCMI, Regal CineMedia Holdings, and Regal Cinemas (as amended, the “**Tax Receivable Agreement**”); (d) that certain Director Designation Agreement, dated as of February 13, 2007, by and among NCMI, AMC, Cinemark, and Regal CineMedia Holdings (the “**Director Designation Agreement**”); and (e) the Registration Rights Agreement, dated as of February 13, 2007, by and among NCMI, AMC, Regal CineMedia Holdings, and Cinemark (the “**Registration Rights Agreement**”, and together with the LLC Agreement, the CUAA, the Tax Receivable Agreement, and the Director Designation Agreement, the “**Joint Venture Agreements**”);

WHEREAS, on December 26, 2013, AMC and NCM entered into that certain Amended and Restated Exhibitor Services Agreement, as further amended on March 9, 2017 (as subsequently amended or amended and restated, the “**AMC Original ESA**”);

WHEREAS, on April 11, 2023 (the “**NCM Petition Date**”), NCM filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**NCM Chapter 11 Case**”) in the United States Bankruptcy Court for the Southern District of Texas under the caption of *In re National CineMedia, LLC*, et. al., Case No. 23-90291 (DRJ) (Bankr. S.D. Tex.) (the “**Bankruptcy Court**”);

WHEREAS, on June 26, 2023, the Bankruptcy Court entered that certain *Order (I) Approving and Authorizing the Debtor to Enter into and Perform Under (A) the Termination and Settlement Agreement and (B) the Network Affiliate Transaction Agreement and (II) Granting*

Related Relief [Docket No. 450] (the “**Regal Approval Order**”), pursuant to which, *inter alia*, NCM entered into that certain Network Affiliate Transaction Agreement with Regal Cinemas;

WHEREAS, on June 27, 2023, the Bankruptcy Court entered that certain *Findings of Fact, Conclusions of Law, and Order (I) Approving the Debtor's Disclosure Statement on a Final Basis and (II) Confirming the Modified First Amended Chapter 11 Plan of Reorganization of National CineMedia, LLC*, [Docket No. 457] (the “**Confirmation Order**”);

WHEREAS, together with Cinemark and Cinemark USA, on June 29, 2023 AMC filed a *Joint Notice of Appeal* [Docket No. 468] of the Confirmation Order (the “**Confirmation Order Appeal**”), and on July 6, 2023 AMC filed together with Cinemark USA, filed a *Joint Notice of Appeal* [Docket No. 488] of the Regal Approval Order (the “**Regal Approval Order Appeal**,” and together with the Confirmation Order Appeal, the “**Bankruptcy Appeals**”). Cinemark and Cinemark USA are sometimes referred to herein collectively as the “**Cinemark Appellants**”;

WHEREAS the Bankruptcy Appeals were consolidated and are currently pending before the United States Court of Appeals for the Fifth Circuit in Case No. 24-20386;

[***]

WHEREAS, as of the date of this Agreement, AMC owns directly or indirectly 3,240 units of NCM’s membership units (all such units held by AMC as of the Effective Date, the “**AMC Units**”); and

WHEREAS, contemporaneous with the execution of this Agreement, AMC, Muvico, LLC, and certain other Affiliates of AMC (collectively, the “**AMC Parties**”) and NCM have entered into that certain Second Amended and Restated Exhibitor Services Agreement (the “**Amended AMC ESA**”).

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Definitions**. In this Agreement, the capitalized terms in the recitals shall have the meanings ascribed to them therein, and the following capitalized terms shall have the meanings specified in this Section 1 or the sections where such terms are defined.

“**Affiliate**” means, as to any entity, any other entity that is controlled by, controls, or is under common control with that entity. The term “control” (including the terms “controlled,” “controlled by” and “under common control with”) means possession, directly or indirectly, of the power to direct or cause direction of the management and policies of an entity. For the avoidance of doubt, Cinemark, Cinemark USA, Regal CineMedia Holdings and Regal Cinemas shall not be considered Affiliates of NCM and NCMI for purposes of this Agreement.

“**AMC Released Parties**” means AMC and its Representatives (all of whom are intended third-party beneficiaries of the releases set forth herein).

“**AMC Releasing Parties**” means AMC and, to the extent permitted by law, their Representatives.

“**Effective Date**” means the date on which this Agreement is fully executed by the Parties hereto.

“**NCM Released Parties**” means NCM, NCMI, and their Representatives (all of whom are intended third-party beneficiaries of the releases set forth herein).

“**NCM Releasing Parties**” means NCM, NCMI, and to the extent permitted by law, their Representatives.

“**Person**” means any natural person, corporation, limited liability company, professional association, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any nation or government, any state or other political subdivision thereof, and any agency, department or other person or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“**Releasing Parties**” means, collectively, NCM Releasing Parties and AMC Releasing Parties.

“**Released Parties**” means, collectively, NCM Released Parties and AMC Released Parties.

“**Representatives**” means, with respect to any Party, such Party’s and such Party’s current and former Affiliates’ current and former officers, directors, control persons, equity holders, managers, supervisors, principals, managing members, members, employees, servants, agents, advisory board members, financial advisors, partners, attorneys, advisors, accountants, investment bankers, consultants, administrative agents, collateral agents, documentation agents, representatives, predecessors, successors (including successors in interest), trustees, assigns, assignee for the benefit of creditors, liquidators, receivers, heirs, estates, family members, executors, administrators, and other professionals, in each case, solely in their respective capacities as such.

2. **Joint Venture Termination.**

2.01 **LLC Agreement.** As of the Effective Date, (i) AMC (a) waives and releases all claims under the LLC Agreement, (b) releases the NCM Released Parties that are parties to the LLC Agreement from their respective obligations owed to AMC thereunder, and (c) waives all rights and interests in NCM and all rights and interests thereunder such that the LLC Agreement shall be null and void in all respects solely as to AMC from and after the Effective Date; (ii) NCMI (a) waives and releases all claims against AMC under the LLC Agreement, and (b) releases AMC from its obligations owed to NCMI thereunder; and (iii) the LLC Agreement shall be deemed

terminated solely with respect to the AMC parties thereto. For the avoidance of doubt, the LLC Agreement will remain in full force and effect with respect to all parties thereto other than AMC.

2.02 CUAA. As of the Effective Date, (i) AMC (a) waives and releases all claims under the CUAA, (b) releases the NCM Released Parties that are parties to the CUAA from their respective obligations owed to AMC thereunder, and (c) waives all rights and interests thereunder such that the CUAA shall be null and void in all respects solely as to AMC from and after the Effective Date; (ii) NCMI and NCM (a) waive and release all claims against AMC under the CUAA, and (b) release AMC from its obligations owed to NCMI and NCM thereunder, including, in each case, any obligations owed to NCMI or NCM with respect to the CUAA Determination Notice; and (iii) the CUAA shall be deemed terminated solely with respect to the AMC parties thereto. For the avoidance of doubt, the CUAA will remain in full force and effect with respect to all parties thereto other than AMC.

2.03 Tax Receivable Agreement. As of the Effective Date, (i) AMC (a) waives and releases all claims under the Tax Receivable Agreement, (b) releases the NCM Released Parties that are parties to the Tax Receivable Agreement from their respective obligations owed to AMC thereunder, and (c) waives all rights and interests thereunder such that the Tax Receivable Agreement shall be null and void in all respects solely as to AMC from and after the Effective Date; (ii) NCMI and NCM (a) waive and release all claims against AMC under the Tax Receivable Agreement, and (b) release AMC from its obligations owed to NCMI and NCM thereunder; and (iii) the Tax Receivable Agreement shall be deemed terminated solely with respect to the AMC parties thereto. For the avoidance of doubt, the Tax Receivable Agreement will remain in full force and effect with respect to all parties thereto other than AMC.

2.04 Registration Rights Agreement. As of the Effective Date, (i) AMC (a) waives and releases all claims under the Registration Rights Agreement, (b) releases the NCM Released Parties that are parties to the Registration Rights Agreement from their respective obligations owed to AMC thereunder, and (c) waives all rights and interests thereunder such that the Registration Rights Agreement shall be null and void in all respects solely as to AMC from and after the Effective Date; (ii) NCMI (a) waives and releases all claims against AMC under the Registration Rights Agreement, and (b) releases AMC from its obligations owed to NCMI thereunder; and (iii) the Registration Rights Agreement shall be deemed terminated solely with respect to the AMC parties thereto. For the avoidance of doubt, the Registration Rights Agreement will remain in full force and effect with respect to all parties thereto other than AMC.

2.05 Director Designation Agreement. As of the Effective Date, (i) AMC (a) waives and releases all claims under the Director Designation Agreement, (b) releases the NCM Released Parties that are parties to the Director Designation Agreement from their respective obligations owed to AMC thereunder, and (c) waives all rights and interests thereunder such that the Director Designation Agreement shall be null and void in all respects solely as to AMC from and after the Effective Date; (ii) NCMI (a) waives and releases all claims against AMC under the Director Designation Agreement, and (b) releases AMC from its obligations owed to NCMI thereunder; and (iii) the Director Designation Agreement shall be deemed terminated solely with respect to the AMC parties thereto. For the avoidance of doubt, the Director Designation Agreement will remain in full force and effect with respect to all parties thereto other than AMC.

2.06 Other Joint Venture Agreements. As of the Effective Date, (i) AMC (a) waives and releases all claims under all of the Joint Venture Agreements (as defined in the LLC Agreement) other than the LLC Agreement, the CUAA, the Tax Receivable Agreement, the Software License Agreement, the Registration Rights Agreement, and the Director Designation Agreement (such agreements, the “**Other Joint Venture Agreements**”); (b) releases the NCM Released Parties that are parties to the Other Joint Venture Agreements from their respective obligations owed to AMC under the Other Joint Venture Agreements; and (c) waives all rights and interests thereunder such that the Other Joint Venture Agreements shall be null and void in all respects solely as to AMC from and after the Effective Date; (ii) NCM and NCMI, as applicable, (a) waive and release all claims against AMC under all of the Other Joint Venture Agreements; (b) release AMC from its obligations owed to NCM and NCMI, as applicable, under the Other Joint Venture Agreements; and (iii) the Other Joint Venture Agreements shall be deemed terminated solely with respect to the AMC parties thereto. For the avoidance of doubt, the Other Joint Venture Agreements will remain in full force and effect with respect to all parties thereto other than AMC.

3. NCM Common Units Surrender. On the Effective Date, AMC shall surrender the AMC Units to NCM for cancellation.

4. Amended AMC ESA

4.01 Entry into Amended AMC ESA. On the Effective Date, the AMC Parties and NCM shall enter into the Amended AMC ESA.

4.02 [***].

4.03 Other Obligations under AMC Original ESA. The Parties agree that [***] all other obligations of the Parties under the AMC Original ESA shall be waived and released pursuant to the terms of this Agreement.

5. Dismissal of Bankruptcy Appeals. On the Effective Date, AMC shall dismiss, with prejudice, AMC’s appeals of the Bankruptcy Appeals by filing a *Notice of Dismissal with Prejudice* on the Appellate Docket in Case No. 24-20386 (the “**Notice of Dismissal**”). For the avoidance of doubt, the Parties understand and agree that the Bankruptcy Appeals are joint appeals of AMC and the Cinemark Appellants such that the Notice of Dismissal of AMC’s appeals of the Bankruptcy Appeals shall not have any impact on the Bankruptcy Appeals of the Cinemark Appellants, which shall remain pending notwithstanding this Agreement.

6. Releases

6.01 AMC Releases. Each of the AMC Releasing Parties hereby freely and unconditionally releases and forever discharges the NCM Released Parties, effective as of the Effective Date, from any and all past, present, or future claims, actions, demands, causes of action, obligations, rights, suits, damages, remedies, penalties, costs, attorneys’ and other professional fees, and liabilities, of every kind and nature whatsoever (if any there be), whether known or unknown, contingent or not contingent, matured or unmatured, including any derivative claims, asserted by or on behalf of the AMC Releasing Parties that the AMC Releasing Parties would have been legally entitled to assert (whether individually or collectively), whether in contract or in tort or under any statute, or under any other legal or equitable theory, based in law or in equity and to

the fullest extent permitted by law or upon any other act or omission, transaction, agreement, event, circumstance, or other occurrence relating to, arising from or under, or in connection with the Joint Venture Agreements, the AMC Original ESA, NCMI's certificate of incorporation (the "**NCMI Certificate of Incorporation**"), the NCM Chapter 11 Case, the Bankruptcy Appeals, [***] and/or the Parties' respective businesses, operations, assets, or liabilities, and taking place on or before the Effective Date, including all claims and counterclaims (whether for pecuniary or equitable relief, or otherwise) (collectively, the "**AMC Released Claims**"); *provided*, that the foregoing release shall not, and shall not be deemed or construed to: (i) release any obligations, duties, or liabilities among the Parties under this Agreement or the Amended AMC ESA [***]; (ii) release any claims, actions, demands, causes of action, obligations, rights, suits, damages, remedies, penalties, costs, fees, or liabilities against any Person that is not a NCM Released Party; and (iii) release any claims, actions, demands, causes of action, obligations, rights, suits, damages, remedies, penalties, costs, fees, or liabilities related to any act or omission that may have constituted fraud, willful misconduct, or gross negligence.

6.02 NCM Releases. Each of the NCM Releasing Parties hereby freely and unconditionally releases and forever discharges the AMC Released Parties, effective as of the Effective Date, from any and all past, present, or future claims, actions, demands, causes of action, obligations, rights, suits, damages, remedies, penalties, costs, attorneys' and other professional fees, and liabilities, of every kind and nature whatsoever (if any there be), whether known or unknown, contingent or not contingent, matured or unmatured, including any derivative claims, asserted by or on behalf of the NCM Releasing Parties that the NCM Releasing Parties would have been legally entitled to assert (whether individually or collectively), whether in contract or in tort or under any statute, or under any other legal or equitable theory, based in law or in equity and to the fullest extent permitted by law or upon any other act or omission, transaction, agreement, event, circumstance, or other occurrence relating to, arising from or under, or in connection with the Joint Venture Agreements, the AMC Original ESA, the NCMI Certificate of Incorporation, the NCM Chapter 11 Case, the Bankruptcy Appeals, [***] and/or the Parties' respective businesses, operations, assets, or liabilities, and taking place on or before the Effective Date, including all claims and counterclaims (whether for pecuniary or equitable relief, or otherwise) (collectively, the "**NCM Released Claims**" and together with the AMC Released Claims, the "**Released Claims**"); *provided*, that the foregoing release shall not, and shall not be deemed or construed to: (i) release any obligations, duties, or liabilities among the Parties under this Agreement or the Amended AMC ESA [***]; (ii) release any claims, actions, demands, causes of action, obligations, rights, suits, damages, remedies, penalties, costs, fees, or liabilities against any Person that is not a AMC Released Party; and (iii) release any claims, actions, demands, causes of action, obligations, rights, suits, damages, remedies, penalties, costs, fees, or liabilities related to any act or omission that may have constituted fraud, willful misconduct, or gross negligence.

7. Intention of the Parties/Waiver of Civil Code Section 1542. It is the intention of the Parties that this Agreement shall be effective as a full and final accord, satisfaction and release of all Released Claims. In furtherance of this intention, each Party acknowledges and agrees that the release of Released Claims provided for in this Agreement shall extend to any and all Released Claims, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, legal or equitable, and expressly waive and relinquish any and all rights that the Parties may have under California Civil Code, Section 1542, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Party expressly waives and releases any and all rights and benefits which it has, or may have, under California Civil Code, Section 1542, and any other similar law or rule of any other jurisdiction pertaining to the matters released in this Agreement. Each Party understands, acknowledges and agrees that it may later discover facts in addition to, or different from, those which it now knows or believes to be true as to the Released Claims or the subject matter of this Agreement, but it is the intention of the Parties, through and in accordance with this Agreement and with the advice of counsel, to fully, finally and forever settle and release any and all Released Claims. In furtherance of this intention, the releases of Released Claims provided for under this Agreement shall be, and are to remain in effect as, full and complete releases of any and all Released Claims, as applicable, notwithstanding the discovery of any additional claims or facts relating to such releases.

8. **Covenant Not to Sue.** Each of the Releasing Parties covenants and agrees not to bring or pursue any legal, administrative, legislative or adversary action, claim, suit or proceeding of any kind or nature, whether as a claim, cross-claim, or counterclaim, against any of the applicable Released Parties, which in any way allegedly or actually arises from, or relates to, directly or indirectly, any Released Claims, and each Party further covenants and agrees that this Agreement is a bar to any such action, claim, suit or proceeding, except for proceedings to enforce this Agreement.

9. **Representations and Warranties.**

9.01 **Mutual Representations and Warranties.** Each Party represents and warrants that, as of the Effective Date: (a) such Party has not assigned, subrogated, or otherwise transferred to any Person any Released Claims and shall not assign or otherwise transfer to any Person any such claim on or prior to the Effective Date, (b) there are no additional entities or persons affiliated with such Party that are necessary to effect the release and extinguishment of any Released Claims, and (c) this Agreement has been duly executed and delivered by such Party and constitutes such Party's legal, valid, and binding obligation, enforceable against such Party in accordance with its terms.

10. **Miscellaneous.**

10.01 **Notices.** Any notice, request, instruction, or other communication to be given under this Agreement by a Party shall be in writing and shall be deemed to have been given to the receiving Party: (a) when delivered, if delivered in person or by overnight delivery service (charges prepaid), (b) following confirmation of receipt, if sent via email, and each Party agrees to promptly confirm receipt during normal business hours of the intended recipient in each case to the address or email address of such Party set forth below (as may be changed by way of notice to the other Party) and marked to the attention of the designated individual or to such other individual, address

or email address as a Party may designate for itself by notice given in accordance with this Section 10.01:

To AMC:
c/o AMC Entertainment Inc.
11600 Ash Street
Leawood, KS 66211
Attention: General Counsel

To National CineMedia:
6300 S. Syracuse Way, Suite 300
Centennial, CO 80111
Attention: General Counsel

10.02Admissibility. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement or the payment of damages to which a Party may be entitled under this Agreement.

10.03Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond, without proof of actual damages and without waiving any claim for damages) as a remedy of any such breach, including an order of a court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

10.04No Admissions. Nothing in this Agreement, nor any actions taken by, or failure to act by, the Parties in furtherance of this Agreement, shall be construed as an admission of liability, wrongdoing, or violation of rule or law on the part of any Party, and each Party expressly denies and disputes that any such action taken by, or failure to act by, the Parties constitutes such an admission.

10.05Successors and Assigns. This Agreement is binding upon the Parties hereto and shall inure to the benefit of the Parties hereto and their Affiliates, and their respective successors and assigns.

10.06Choice of Law; Choice of Forum. This Agreement, and any dispute arising from this Agreement or the subject matter of this Agreement, shall be governed by the laws of the State of New York, without regard to its conflicts of law principles, and the federal and state courts in the State of New York shall be the exclusive jurisdiction for resolving all disputes relating to this Agreement. The Parties submit to the jurisdiction of such courts over such a dispute and waive any objection to the propriety or convenience of venue in such courts. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement. Each Party acknowledges and agrees that (a) such Party has considered the implications of this waiver, (b) such Party makes this waiver knowingly and voluntarily, after consulting or having had the opportunity to consult with counsel of their choice,

and (c) such Party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 10.06.

10.07Third Party Beneficiaries. With the exception of the Representatives of AMC and NCM who are intended third-party beneficiaries of the releases set forth herein, this Agreement is for the sole benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other party or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.08No Construction; Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement. The terms “include” and “including” shall be deemed to be immediately followed by the phrase “without limitation,” the term “or” shall not be exclusive, and the terms “herein” and “hereunder” and similar terms shall be interpreted to refer to this entire Agreement. In the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural.

10.09Amendment. This Agreement may be amended, supplemented or modified, and any of the terms, covenants, representations, warranties or conditions may be waived, only by a written amendment executed by each of the Parties. No waiver by any Party of any breach of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. All waivers must be in writing by the Parties. No failure of a Party to enforce a provision shall be deemed a waiver of any noncompliance.

10.10Severability. If any provision of this Agreement or the application of any such provision to any person, entity, or circumstance is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or the application of such provision to any other persons, entities, or circumstances, and to the extent permissible under applicable law, any such invalid, illegal or unenforceable provision shall be deemed amended lawfully to conform with the intent of the Parties.

10.11Integration. This Agreement, together with the amendments, annexes, exhibits, and schedules hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written negotiations, offers, representations, warranties and agreements with respect to this subject matter; *provided*, that the Notice of Dismissal shall be in full force and effect in accordance with the terms thereof and this Agreement shall not affect in any way the dismissal of the Bankruptcy Appeals, with prejudice.

10.12Rights of Parties are Cumulative. The rights of the Parties under this Agreement are cumulative, and no exercise or enforcement by either Party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by law.

10.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been shown to have been executed by each Party and delivered to the other Parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

American Mult-Cinema, Inc.

By: /s/ Sean D. Goodman

Name: Sean D. Goodman

Title: Executive Vice President, Chief Financial Officer & Treasurer

Date: April 17, 2025

[Signature Page to Joint Venture Termination and Settlement Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

National CineMedia, LLC

By its manager, National CineMedia, Inc.

By: /s/ Tom Lesinski

Name: Tom Lesinski

Title: Chief Executive Officer

Date: April 17, 2025

National CineMedia, Inc.

By: /s/ Ronnie Ng

Name: Ronnie Ng

Title: Chief Financial Officer

Date: April 17, 2025

CERTIFICATIONS

I, Thomas F. Lesinski, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of National CineMedia, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2025

/s/ Thomas F. Lesinski

Thomas F. Lesinski

Chief Executive Officer and Director

(Principal Executive Officer)

CERTIFICATIONS

I, Ronnie Y. Ng, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of National CineMedia, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2025

/s/ Ronnie Y. Ng

Ronnie Y. Ng

Chief Financial Officer

(Principal Financial and Accounting Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q for the period ending March 27, 2025 (the "Report") of National CineMedia, Inc. (the "Registrant") as filed with the Securities and Exchange Commission on the date hereof, I, Thomas F. Lesinski, the Chief Executive Officer and Director of the Registrant, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Date: May 6, 2025

/s/ Thomas F. Lesinski

Thomas F. Lesinski

Chief Executive Officer and Director

(Principal Executive Officer)

This certification is furnished with this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Registrant specifically incorporates it by reference.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q for the period ending March 27, 2025 (the "Report") of National CineMedia, Inc. (the "Registrant") as filed with the Securities and Exchange Commission on the date hereof, I, Ronnie Y. Ng, the Chief Financial Officer of the Registrant, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Date: May 6, 2025

/s/ Ronnie Y. Ng

Ronnie Y. Ng

Chief Financial Officer

(Principal Financial and Accounting Officer)

This certification is furnished with this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Registrant specifically incorporates it by reference.
