

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

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**FORM 8-K**

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**CURRENT REPORT**

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

Date of Report (Date of Earliest Event Reported): **March 15, 2023**

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**National CineMedia, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or Other Jurisdiction of  
Incorporation or Organization)  
  
**6300 S. Syracuse Way**  
(Address of Principal Executive Offices)

**001-33296**  
(Commission File Number)  
  
**Suite 300 Centennial Colorado**

**20-5665602**  
(I.R.S. Employer  
Identification No.)  
  
**80111**  
(Zip Code)

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

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 210.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

**Common Stock, par value \$0.01 per share**  
(Title of each class)

**NCMI**  
(Trading symbol)

**The Nasdaq Stock Market LLC**  
(Name of each exchange on which registered)

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

Emerging growth company

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

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#### **Item 1.01 Entry into Material Definitive Agreement**

On March 15, 2023, National CineMedia, LLC (“NCM LLC”) entered into a First Supplemental Indenture (the “Supplemental Indenture”) to the Indenture, dated as of August 19, 2016 (the “Indenture”) relating to NCM LLC’s 5.75% Senior Notes due 2026 (the “Notes”) with Computershare Trust Company, N.A., as Trustee. The First Supplemental Indenture was approved by holders of the Notes holding at least a majority of the aggregate principal amount of the Notes.

The Supplemental Indenture amends Section 6.01(a) of the Indenture by extending the grace period for payment of interest due on the Notes from 30 days to 47 days. Although NCM LLC has sufficient liquidity to pay interest on the Notes that otherwise became due on February 15, 2023, extending the grace period will enable NCM LLC to continue engaging in negotiations with certain of NCM LLC’s lenders regarding NCM LLC’s indebtedness. At this time, no agreement has been reached regarding NCM LLC’s indebtedness.

The foregoing descriptions of the Supplemental Indenture and the Indenture are qualified in their entirety by reference to complete copies of the Supplemental Indenture and the Indenture, respectively, filed as Exhibit 4.1 and Exhibit 4.2 to this Current Report on Form 8-K and incorporated by reference herein.

#### **Cautionary Statement Regarding Forward Looking Statements**

*This Current Report on Form 8-K contains various forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. Forward-looking statements reflect management’s current expectations or beliefs regarding future events, including with respect to discussions with lenders, and are subject to a number of important factors, risks, uncertainties and assumptions that could cause actual results to differ materially from those described in any forward-looking statements. These factors and risks include, but are not limited to, unanticipated developments that prevent, delay or negatively impact a resolution of discussions with lenders and other financial, operational and legal risks and uncertainties detailed from time to time in cautionary statements contained in the filings of National CineMedia, Inc. (the “Company”) with the Securities and Exchange Commission. These forward-looking statements represent the Company’s judgment as of the date of this Current Report. Investors are cautioned that reliance on these forward-looking statements involve risks and uncertainties. Although the Company believes that the assumptions used in the forward-looking statements are reasonable, any of these assumptions could prove to be inaccurate and, as a result, actual results could differ materially from those expressed or implied in the forward-looking statements.*

#### **Item 9.01 Financial Statements and Exhibits**

| <u>Exhibit No.</u> | <u>Description</u>   |
|--------------------|--|
| 4.1                | <a href="#">First Supplemental Indenture, dated as of March 15, 2023, by and between National CineMedia, LLC and Computershare Trust Company, North America, as trustee.</a> |
| 4.2                | <a href="#">Indenture, dated as of August 19, 2016, by and between National CineMedia, LLC and Wells Fargo Bank, National Association, as trustee.</a>                       |
| 104                | Cover Page Interactive Data File (embedded within the Inline XBRL document).   |

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**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 hereunto duly authorized.

NATIONAL CINEMEDIA, INC.

Dated: March 16, 2023

By: /s/ Ronnie Y. Ng  
Ronnie Y. Ng  
Chief Financial Officer

FIRST SUPPLEMENTAL INDENTURE  
NATIONAL CINEMEDIA, LLC  
AND  
COMPUTERSHARE TRUST COMPANY, N.A.,  
as Trustee  
Dated as of March 15, 2023  
to the  
INDENTURE  
Dated as of August 19, 2016  
5.750% Senior Notes due 2026

THIS FIRST SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), entered into as of March 15, 2023, among NATIONAL CINEMEDIA, LLC, a Delaware limited liability company (the “**Company**”) and COMPUTERSHARE TRUST COMPANY, N.A. (as successor in interest to Wells Fargo Bank, National Association) as trustee, (the “**Trustee**”), as successor to Wells Fargo Bank, National Association (the “**Old Trustee**”) under the Indenture (as defined below). Capitalized terms used herein and not otherwise defined have the meanings set forth in the Indenture.

#### RECITALS

WHEREAS, the Company and the Old Trustee entered into an Indenture, dated as of August 19, 2016 (the “**Indenture**”), relating to the Company’s 5.750% Senior Notes due 2026 (the “**Notes**”);

WHEREAS, pursuant to Section 9.02 of the Indenture, the Company, the Undersigned and the Trustee are authorized to execute and deliver this Supplemental Indenture with the consent of the Holders of at least a majority of the aggregate principal amount of the Notes for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture, any supplemental indenture or the Notes or of modifying in any manner the rights of the Holders;

WHEREAS, Holders of at least a majority of the aggregate principal amount of the Notes have consented to the execution and delivery of this Supplemental Indenture;

WHEREAS, the Company is duly authorized to enter into this Supplemental Indenture; and

WHEREAS, all acts, conditions, proceedings and requirements necessary to make this Supplemental Indenture a valid, binding and legal agreement enforceable in accordance with its terms for the purposes expressed herein, in accordance with its terms, have been duly done and performed.

#### AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this Supplemental Indenture hereby agree as follows:

#### ARTICLE I

##### DEFINITIONS

Section 1.1 Definitions. For all purposes of this Supplemental Indenture, except as otherwise stated herein, capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture. Each reference to “herein,” “hereof” and “hereunder” and other words of similar import contained in the Indenture shall, after this Supplemental Indenture becomes effective, refer to the Indenture as supplemented hereby.

#### ARTICLE II

##### AMENDMENTS

Section 2.1 Amendment to the Indenture.

(a) *Amendment to Section 6.01*. Section 6.01(a) of the Indenture is hereby amended by replacing the reference to 30 days with 47 days.

## ARTICLE III

### MISCELLANEOUS

Section 3.1 Governing Law. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 3.2 Counterparts. This Supplemental Indenture may be signed in various counterparts which together shall constitute one and the same instrument. This Supplemental Indenture may be executed by facsimile or PDF transmission. This Supplemental Indenture (and to any other document executed in accordance with this Supplemental Indenture) shall be valid, binding, and enforceable against the Company when executed and delivered by an authorized individual on behalf of the Company by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Company and the Trustee shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.

Section 3.3 Amendment of Existing Indenture. This Supplemental Indenture is an amendment supplemental to the Indenture, and the Indenture and this Supplemental Indenture shall henceforth be read together.

Section 3.4 Severability. In case any provision in this Supplemental Indenture is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

Section 3.5 Trustee Not Responsible for Recitals. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto. The recitals and statements herein are deemed to be those of the Company and not the Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture.

Section 3.6 Ratification of Obligations. Except as specifically modified herein, the Indenture and the Notes are in all respects ratified and confirmed (*mutatis mutandis*) and shall remain in full force and effect in accordance with their terms.

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

NATIONAL CINEMEDIA, LLC, as Issuer

By: NATIONAL CINEMEDIA, INC., its Manager

By: /s/ Ronnie Y. Ng  
Name: Ronnie Y. Ng  
Title: Chief Financial Officer

COMPUTERSHARE TRUST COMPANY, N.A.,  
as Trustee

By: Susan B. Wright  
Name: Susan B. Wright  
Title: Assistant Vice President