

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

HAWAII STRUCTURAL : Civil Action No. 1:18-cv-00299-AJN
IRONWORKERS PENSION : (Consolidated for all purposes with Civil
TRUST FUND, Individually and : Action No. 1:18-cv-00510-AJN)
on behalf of all others similarly situated, :
 :
 :
Plaintiff, :
 :
 :
v. :
 :
 :
AMC ENTERTAINMENT :
HOLDINGS, INC., *et al.*, :
 :
 :
Defendants. :

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

IF YOU PURCHASED OR ACQUIRED THE CLASS A COMMON STOCK OF AMC ENTERTAINMENT HOLDINGS, INC. BETWEEN DECEMBER 20, 2016 AND AUGUST 1, 2017, BOTH DATES INCLUSIVE, INCLUDING IN AMC ENTERTAINMENT HOLDINGS, INC.'S SECONDARY PUBLIC OFFERING ON OR ABOUT FEBRUARY 8, 2017, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

This Notice explains important rights you may have, including your possible receipt of cash from the Settlement. ***Your legal rights will be affected*** whether or not you act.

PLEASE READ THIS NOTICE CAREFULLY!

1. **Securities and Time Period:** AMC Entertainment Holdings, Inc. (“AMC” or the “Company”) Class A common stock listed on the New York Stock Exchange (ticker symbol: AMC) purchased or acquired between December 20, 2016 and August 1, 2017, both dates inclusive (the “Class Period”), including in the Company’s Secondary Public Offering (the “SPO”) on or about February 8, 2017.¹

2. **Description of the Action and the Class:** The Settlement² resolves claims asserted against AMC, certain of its current and former officers and directors, and certain of the underwriters of the SPO on or about February 8, 2017 under Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 and Sections 10(b) and

¹ AMC has two classes of common stock: Class A common stock and Class B common stock. The Company’s Class A common stock (hereinafter “common stock”) is listed on the New York Stock Exchange (“NYSE”) and publicly traded under the ticker symbol “AMC.” Throughout the Class Period, there was no established public trading market for the Class B common stock. The Class B common stock is not a security that is eligible to participate in the distribution of the Net Settlement Fund.

² This Notice incorporates by reference the definitions in the Stipulation and Agreement of Settlement, dated November 1, 2021 (the “Stipulation”), and all capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulation. A copy of the Stipulation can be obtained at www.strategicclaims.net/amc/.

20(a) of the Securities Exchange Act of 1934 regarding alleged material misstatements and omissions in the registration statement for the SPO and in certain other public disclosures.

3. The International Union of Operating Engineers Pension Fund of Eastern Pennsylvania and Delaware (“Operating Engineers”) was appointed by the Court to represent all Class Members and was designated as the Lead Plaintiff and as the Class representative for the case. The Hawaii Iron Workers Pension Trust Fund (“Hawaii Iron Workers”) has served as an additional Class representative. Miller Shah LLP was appointed by the Court to serve as Lead Counsel and Robbins Geller Rudman & Dowd LLP has served as additional Class Counsel. The “Class” consists of the following:

All persons and entities who purchased or otherwise acquired AMC Class A common shares in the Company’s SPO on or about February 8, 2017, as well as all persons and entities who purchased or otherwise acquired the common stock of AMC (ticker symbol: AMC) between December 20, 2016 and August 1, 2017, both dates inclusive. Excluded from the Class are: (i) Defendants, directors, officers, and other employees of AMC, their families, and any entities in which any of the Defendants have a majority interest, the legal representatives, heirs, successors, predecessors-in-interest, or assigns of any of the Defendants, and the Judge(s) to whom this case is assigned, provided, however, that any Investment Vehicle shall not be excluded from the Class; and (ii) any putative members of the Class who timely and validly exclude themselves from the Class in accordance with the requirements set forth in the Notice and Rule 23 of the Federal Rules of Civil Procedure.

4. **Statement of Class’s Recovery:** Subject to Court approval, and as described more fully in ¶¶ 24-26 below, Lead Plaintiff, on behalf of itself and the Class, has agreed to settle all Released Claims against the Defendants and the other Released Parties in exchange for a settlement payment of \$18,000,000.00 in cash (the “Settlement Amount”), to be deposited into an interest-bearing escrow account (the “Settlement Fund”), and certain other terms. The Settlement Fund, less all Taxes, Tax Expenses, Notice and Administration Costs, and attorneys’ fees and Litigation Expenses awarded to Class Counsel (the “Net Settlement Fund”), will be distributed to members of the Class in accordance with a plan of allocation (the “Plan of Allocation”) that will be submitted to and approved by the Court. The proposed Plan of Allocation is included in this Notice, and may be modified by the Court without further notice.

5. **Statement of Estimated Average Amount of Recovery:** Your recovery will depend on the number of shares of AMC common stock that you purchased or acquired pursuant to the SPO and/or during the Class Period, the price(s) at which those shares were purchased or acquired, the timing of your purchases, and any sales. Depending on the number of eligible shares of common stock owned by Class Members that participate in the Settlement, and when and at what price that common stock was purchased or acquired and sold, the estimated average recovery per share of AMC common stock will be approximately \$0.47 before deduction of Court-approved fees and expenses and any other awards or payments.

6. **Statement of the Parties’ Positions on Damages:** Defendants deny all claims of wrongdoing and affirm that they have acted properly and lawfully at all times. Defendants further deny that they are liable to Plaintiffs or the other members of the Class or that Plaintiffs or the other members of the Class suffered any injury. The Settling Parties do not agree on the likelihood of Plaintiffs prevailing on one or more of their remaining claims at trial or on the amount of damages that potentially would be recoverable if Plaintiffs were to prevail on any or all of their remaining claims. The issues on which the parties disagree are many and include, but are not limited to: (i) whether Defendants are liable under the federal securities laws for any statements or alleged omissions; (ii) whether Defendants caused Plaintiffs or the other Class Members any damages; and (iii) whether all or part of the damages allegedly suffered by Plaintiffs and the other Class Members were caused by any alleged misstatements or omissions.

7. **Statement of Attorneys’ Fees and Expenses Sought:** Class Counsel has litigated this case on a contingent basis and advanced the expenses of litigation with the expectation that if they were successful in recovering money for the Class, they would receive fees and be paid for their expenses from the Settlement Fund. This is customary in this type of litigation. Prior to final distribution of the Net Settlement Fund, Class Counsel will apply to the Court for an award of attorneys’ fees from the Settlement Fund in an amount not to exceed one-third of the Settlement Fund, plus interest earned at the same rate and for the same period as earned by the Settlement Fund. In addition, Class Counsel also will apply for the payment of Litigation Expenses in an amount not to exceed \$1,300,000.00, plus interest earned at the same rate and for the same period as earned by the Settlement Fund. In addition, Class Counsel also may apply for payment of Plaintiffs’ expenses up to

\$40,000.00 in the aggregate in accordance with 15 U.S.C. §78u-4(a)(4). If the Court approves Class Counsel’s fee and expense application, the estimated average cost per share of common stock is \$0.19.

8. **Identification of Attorneys’ Representatives:** Lead Plaintiff and the Class are being represented by Miller Shah LLP, 65 Main Street, Chester, CT 06412. Additional Counsel for the Class is Robbins Geller Rudman & Dowd LLP, 58 South Service Road, Suite 200, Melville, NY 11747. Any questions regarding the Settlement should be directed to Laurie Rubinow (Email: lrubinow@millershah.com; Telephone: (866) 540-5505).

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
REMAIN A MEMBER OF THE CLASS AND FILE A PROOF OF CLAIM FORM.	This is the only way to receive a payment. If you wish to obtain a payment as a member of the Class, you will need to file a proof of claim form (the “Proof of Claim Form”), which is included with this Notice, postmarked or submitted online no later than February 28, 2022.
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS <i>POSTMARKED</i> NO LATER THAN JANUARY 20, 2022.	If you exclude yourself from the Class, you will receive no payment pursuant to this Settlement. This is the only option that allows you ever to seek recovery against Defendants or other Released Parties concerning the Released Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN JANUARY 20, 2022.	Write to the Court and explain why you do not like the Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees and Litigation Expenses. You cannot object to the Settlement unless you are a Class Member and do not validly exclude yourself.
GO TO THE HEARING ON FEBRUARY 10, 2022 AT 3:00 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN JANUARY 20, 2022.	You may attend the hearing to speak in Court about the fairness of the Settlement, the proposed Plan of Allocation, or Class Counsel’s request for attorneys’ fees and Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing.
DO NOTHING	Receive no payment, remain a Class Member, give up your rights to seek recovery against Defendants and the other Released Parties through other litigation and be bound by the Judgment entered by the Court if it approves the Settlement, including the release of the Released Claims.

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WHY DID I GET THIS NOTICE?

9. This Notice is being sent to you pursuant to an order of the United States District Court for the Southern District of New York (the "Court") because you or someone in your family may have purchased or otherwise acquired AMC common stock as described above. The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement of this case. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights.

10. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the Court selects one or more people, known as class representatives or lead plaintiffs, to sue on behalf of all people with similar claims, commonly known as the class or the class members. Once the class is certified, the Court must resolve all issues on behalf of the class members, except for any persons who choose to exclude themselves from the class. (For more information on excluding yourself from the Class, please read the section of this Notice titled – "What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?" – located below.) The Court has directed that Lead Plaintiff and Lead Counsel have primary responsibility for prosecuting the claims alleged in the Action against Defendants on behalf of investors who purchased or acquired AMC common stock during the Class Period.

11. The case is known as *Hawaii Structural Ironworkers Pension Trust Fund v. AMC Entertainment Holdings, Inc., et al.*, Case No. 1:18-cv-00299-AJN, including, without limitation, all cases consolidated under that caption (the "Action"). The Judge presiding over this case is the Honorable Alison J. Nathan, United States District Judge. The person who is suing is called the plaintiff, and those who are being sued are called defendants. In this case, Operating Engineers is the Lead Plaintiff and the Defendants are AMC, Adam M. Aron, Craig R. Ramsey, Chris A. Cox, Lincoln Zhang, Jack Q. Gao, Mao Jun Zeng, Anthony J. Saich, Lloyd Hill, Gary F. Locke, Howard W. Koch, Jr., Kathleen M. Pawlus, Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated (n/k/a BofA Securities, Inc.), Barclays Capital Inc., and Credit Suisse Securities (USA) LLC. The Settlement is with all Defendants.

12. This Notice explains the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement or object to it if you wish to do so. It also is being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement and the application by Class Counsel for an award of attorneys' fees and Litigation Expenses (the "Final Approval Hearing").

13. The Final Approval Hearing will be held on February 10, 2022 at 3:00 p.m., before the Honorable Alison J. Nathan at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 906, New York, NY 10007, to determine:

- a) whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate, and should be approved by the Court;
- b) whether a judgment should be entered dismissing the Action with prejudice, and whether the release by the Class Members of the Released Claims should be ordered;
- c) whether the proposed Plan of Allocation is fair and reasonable and should be approved by the Court; and
- d) whether Class Counsel's request for an award of attorneys' fees and Litigation Expenses, including awards to Class representatives in connection with their representation of the Class, should be approved by the Court.

14. This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. Any distribution will not be paid until after the completion of all claims processing. Please be patient.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

15. The Action involves claims asserted against certain of AMC's current and former officers and directors and certain of the underwriters of the SPO under Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 and Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 regarding alleged material misstatements and omissions in the registration statement for the SPO and in certain other public disclosures. Defendants have expressly denied, and continue to deny, all of the allegations of wrongdoing or liability against them in the Action.

16. This case was initiated on January 12, 2018 by Hawaii Iron Workers. Operating Engineers was appointed by the Court as Lead Plaintiff on May 30, 2018. Hawaii Iron Workers and Operating Engineers (together, "Plaintiffs") then amended the initial complaint on August 15, 2018 and again on November 26, 2018 (the "Second Amended Complaint").

17. On January 22, 2019, Defendants moved to dismiss the Second Amended Complaint, and Plaintiffs opposed Defendants' motions. On September 23, 2019, the Court granted Defendants' motions in part.

18. On November 6, 2019, Defendants answered the remaining allegations of the Second Amended Complaint. Thereafter, the parties engaged in substantial fact and expert discovery, including the production of more than one million pages of documents in response to document requests and subpoenas, the production of 15 expert reports, the taking of 24 fact depositions and eight expert depositions, and responding to written discovery, including interrogatories and requests for admission.

19. Plaintiffs moved for class certification on March 2, 2020, and Defendants opposed Plaintiffs' motion on July 22, 2020. The Court granted Plaintiffs' motion on March 30, 2021, and appointed Plaintiffs as class representatives and Miller Shah LLP as Class Counsel.

20. While Plaintiffs were vigorously litigating the Action, they were simultaneously engaged in settlement discussions with Defendants to obtain a recovery for the Class, while minimizing litigation expenses and risk. These efforts included a private mediation before a well-respected, third-party mediator who could objectively analyze the value of the claims given the risk and expense of further litigation. The first mediation session took place on November 18, 2020. Though not immediately successful, the parties continued to discuss resolution of the Action with the Mediator's assistance while continuing to litigate the Action.

21. After significant advancement of the Action, and as the parties were preparing summary judgment motions, the parties reached an agreement in principle to settle the Action on or about September 3, 2021, and so informed the Court.

22. As a result of arm's-length negotiations, the parties agreed in principle to settle the Action for \$18,000,000.00, subject to the approval of the Court.

23. This Notice was sent to you as part of the approval process for the Settlement reached by Plaintiffs and Defendants.

WHAT ARE THE LEAD PLAINTIFF'S REASONS FOR THE SETTLEMENT?

24. Lead Plaintiff and Lead Counsel believe that the claims asserted against Defendants have merit. Lead Plaintiff and Lead Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through summary judgment, trial, and appeals, as well as the difficulties in establishing liability and recovering damages. Lead Plaintiff and Lead Counsel have considered the uncertain outcome of trial and appellate risk in complex lawsuits like this one.

25. In light of the risks of continued litigation, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Class. Lead Plaintiff and Lead Counsel also believe that the Settlement provides a substantial benefit now, namely AMC's payment of \$18,000,000.00 in cash (less the various deductions described in this Notice), as compared to the risk that the claims would produce a similar, smaller, or no recovery after summary judgment, trial, and appeals, possibly years in the future.

26. Defendants have expressly denied, and continue to deny, each and all of the claims alleged by Plaintiffs in the Action, and affirm that they have acted properly and lawfully at all times. Further, Defendants have expressly denied, and continue to deny, all charges of wrongdoing, fault, liability, or damage against them arising out of any and all of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants maintain that they have strong and meritorious defenses to all of the claims alleged in the Action. Defendants have nevertheless agreed to enter into the Stipulation solely to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and thereby to put to rest this controversy.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

27. If there were no Settlement and Plaintiffs failed to establish any essential legal or factual element of their claims against Defendants, neither Plaintiffs nor any other member of the Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, the Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

28. If you are a member of the Class, you are subject to the Settlement unless you timely request to be excluded. The Class consists of: all persons and entities who purchased or otherwise acquired AMC Class A common shares in the Company's SPO on or about February 8, 2017, as well as all persons and entities who purchased or otherwise acquired the common stock of AMC (ticker symbol: AMC) between December 20, 2016 and August 1, 2017, both dates inclusive; *except* those persons or entities that timely and validly request exclusion from the Class pursuant to and in accordance with the terms herein. Also excluded from the Class are: (i) Defendants, directors, officers, and other employees of AMC, their families, and any entities in which any of the Defendants have a majority interest, the legal representatives, heirs, successors, predecessors-in-interest, or assigns of any of the Defendants, and the Judge(s) to whom this case is assigned, provided, however, that any Investment Vehicle shall not be excluded from the Class; and (ii) any putative members of the Class who timely and validly exclude themselves from the Class in accordance with the requirements set forth in this Notice and Rule 23 of the Federal Rules of Civil Procedure.

29. RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU ARE ELIGIBLE TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SUBMIT THE ENCLOSED PROOF OF CLAIM FORM POSTMARKED NO LATER THAN FEBRUARY 28, 2022.

HOW MUCH WILL MY PAYMENT BE? WHEN WILL I RECEIVE IT?

I. THE PROPOSED PLAN OF ALLOCATION: GENERAL PROVISIONS

30. AMC, on behalf of all Defendants, has agreed to cause the Settlement Amount to be paid in cash no later than thirty (30) calendar days after preliminary approval of the Settlement by the Court. At this time, it is not possible to make any determination as to how much individual Class Members may receive from the Settlement.

31. The \$18,000,000.00 Settlement Amount, and the interest earned thereon, while it is held in escrow before distribution, is referred to as the “Settlement Fund.” The Settlement Fund, less all Taxes, Tax Expenses, Notice and Administration Costs, and attorneys’ fees and Litigation Expenses awarded to Class Counsel (the “Net Settlement Fund”), shall be distributed based on the valid Proof of Claim Forms submitted by members of the Class (“Authorized Claimants”). The Net Settlement Fund will be distributed to Authorized Claimants who timely submit valid Proof of Claim Forms under the Plan of Allocation described below, or as otherwise ordered by the Court.

32. Your share of the Net Settlement Fund will depend on the number of shares (represented by valid Proof of Claim Forms) that members of the Class submit to the Claims Administrator, relative to the Net Settlement Fund; how many shares you purchased or acquired and when you purchased or acquired them; whether you held or sold those shares; the date on which you sold those shares; and the price at which you sold them, among other factors.

33. Given the cost of claims processing, a Recognized Loss that calculates to less than \$10.00 in total will not be included in the calculation of the Net Settlement Fund, and no payment to those members of the Class will be made.

34. For each Authorized Claimant, a “Recognized Loss” will be calculated. The calculation of a “Recognized Loss,” as defined in ¶ 36 below, is not intended to be an estimate of, nor does it indicate, the amount that a Class Member might have been able to recover after a trial. Nor is the calculation of a Recognized Loss pursuant to the Plan of Allocation an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement, which depends on the total Recognized Losses of all Authorized Claimants. The Recognized Loss formula provides the basis for proportionately allocating the Net Settlement Fund to Authorized Claimants. That computation is only a method to weigh Class Members’ claims against one another. Each Authorized Claimant will receive a *pro rata* share of the Net Settlement Fund based on his, her, or its Claim.

35. Plaintiffs assert claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder (17 C.F.R. §240.10b-5) on behalf of Class members who purchased or otherwise acquired AMC common stock during the Class Period. Plaintiffs also assert claims under Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 (the “Securities Act”) on behalf of Class members who purchased AMC common stock pursuant to the Company’s SPO on or about February 8, 2017. AMC common stock purchased pursuant to the Company’s SPO is the only security eligible for a claim under the Securities Act. For each share of AMC common stock purchased pursuant to the Company’s SPO, the Recognized Loss per share shall be the Recognized Loss per share amount calculated under the Exchange Act claims as described below, *plus* 5% of that Recognized Loss amount. This approach to calculating Recognized Losses is intended to reflect the determination of Lead Counsel that, although the damages alleged to be actionable under the Exchange Act claims and the Securities Act claims generally relate to similar alleged misconduct, the Securities Act claims add value to the overlapping Exchange Act claims because, in Lead Counsel’s opinion, they would be easier to prove and therefore more likely to prevail if litigated to a conclusion.

II. CALCULATION OF RECOGNIZED LOSS OR GAIN AMOUNTS

36. The Plan of Allocation has been prepared by Lead Counsel’s damages consultant. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund to Class Members who suffered economic loss as a result of the alleged violations of the federal securities laws, as opposed to loss caused by market or industry factors or factors unrelated to the alleged violations of law. In order to have been damaged by the alleged violations of the federal securities laws, AMC common stock purchased or otherwise acquired during the Class Period must have been held during a period of time in which its price declined due to the disclosure of information which corrected an allegedly misleading statement or omission. As set forth in the Plan of Allocation, Lead Plaintiff alleges that, after market close on August 1, 2017, AMC disclosed information that allegedly corrected previous alleged misrepresentations and omissions, causing a drop in AMC’s stock price (net of factors unrelated to the alleged misrepresentations and omissions). Accordingly, if a share of AMC common stock was sold before August 2, 2017, the Recognized Loss for that share is \$0.00, and any loss suffered is not compensable under the federal securities laws. The estimated alleged artificial inflation in the price of AMC common stock during the Class Period is reflected in Table 1 below. The Recognized Loss formula is not intended to be an estimate of the amount that will be paid to Authorized

Claimants pursuant to the Settlement. The Recognized Loss formula is simply the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants.

Table 1 Artificial Inflation in AMC Common Stock³		
From	To	Per-Share Price Inflation
December 20, 2016	August 1, 2017	\$1.11
August 2, 2017	Thereafter	\$0.00

The “90-day look back” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss for AMC common stock. The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on AMC common stock purchased during the Class Period and held as of the close of the 90-day period subsequent to the Class Period (the “90-Day Lookback Period”) cannot exceed the difference between the purchase price paid for such stock and its average price during the 90-Day Lookback Period. The Recognized Loss on AMC common stock purchased during the Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such stock and its rolling average price during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

37. Based on the foregoing, and for purposes of this Settlement only, the “Recognized Loss” for any share of AMC common stock purchased or acquired⁴ during the Class Period (i.e., December 20, 2016 through August 1, 2017, both dates inclusive) will be calculated as follows:

A. PLAN OF ALLOCATION

Calculation of Recognized Loss Per Share Under the Exchange Act Claims

- i. For each share of AMC common stock purchased during the Class Period that was subsequently sold prior to August 2, 2017, the Recognized Loss per share is \$0.
- ii. For each share of AMC common stock purchased during the Class Period that was subsequently sold during the period August 2, 2017 through October 30, 2017, inclusive (i.e., the 90-Day Lookback Period), the Recognized Loss per share is *the lesser of*:
 - a. \$1.11; or
 - b. the purchase price *minus* the “90-Day Lookback Value” on the date of sale provided in Table 2 below.
- iii. For each share of AMC common stock purchased during the Class Period and still held as of the close of trading on October 30, 2017, the Recognized Loss per share is *the lesser of*:
 - a. \$1.11; or
 - b. the purchase price *minus* the average closing price for AMC common stock during the 90-Day Lookback Period, which is \$14.44.

Table 2					
Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value
8/2/2017	\$15.20	8/31/2017	\$13.91	10/2/2017	\$14.48
8/3/2017	\$15.15	9/1/2017	\$13.92	10/3/2017	\$14.51
8/4/2017	\$15.52	9/5/2017	\$13.94	10/4/2017	\$14.54
8/7/2017	\$15.66	9/6/2017	\$13.96	10/5/2017	\$14.57
8/8/2017	\$15.76	9/7/2017	\$13.96	10/6/2017	\$14.58
8/9/2017	\$15.72	9/8/2017	\$13.93	10/9/2017	\$14.57

³ Any transactions in AMC common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

⁴ All transactions are to be calculated at trade prices exclusive of commissions or fees. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero.

8/10/2017	\$15.54	9/11/2017	\$13.94	10/10/2017	\$14.56
8/11/2017	\$15.35	9/12/2017	\$13.95	10/11/2017	\$14.54
8/14/2017	\$15.16	9/13/2017	\$13.99	10/12/2017	\$14.53
8/15/2017	\$14.97	9/14/2017	\$14.06	10/13/2017	\$14.51
8/16/2017	\$14.81	9/15/2017	\$14.15	10/16/2017	\$14.50
8/17/2017	\$14.68	9/18/2017	\$14.22	10/17/2017	\$14.48
8/18/2017	\$14.55	9/19/2017	\$14.26	10/18/2017	\$14.47
8/21/2017	\$14.44	9/20/2017	\$14.30	10/19/2017	\$14.46
8/22/2017	\$14.33	9/21/2017	\$14.34	10/20/2017	\$14.46
8/23/2017	\$14.22	9/22/2017	\$14.38	10/23/2017	\$14.45
8/24/2017	\$14.14	9/25/2017	\$14.40	10/24/2017	\$14.45
8/25/2017	\$14.07	9/26/2017	\$14.43	10/25/2017	\$14.44
8/28/2017	\$14.02	9/27/2017	\$14.45	10/26/2017	\$14.45
8/29/2017	\$13.96	9/28/2017	\$14.47	10/27/2017	\$14.45
8/30/2017	\$13.93	9/29/2017	\$14.47	10/30/2017	\$14.44

38. All purchases/acquisitions and sales of AMC shares during the Class Period shall be matched on a first-in, first-out (“FIFO”) basis. A Class Member’s sales during the Class Period and the ninety (90) days thereafter will be matched first against the first AMC shares purchased or acquired that have not already been matched to sales under FIFO, and then against subsequent purchases/acquisitions in chronological order, until the end of the Class Period. A purchase/acquisition or sale of AMC common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

39. The receipt or grant by gift, devise, or inheritance of AMC common stock during the Class Period shall not be deemed to be a purchase or acquisition of AMC common stock for purposes of the calculation of an Authorized Claimant’s Recognized Loss if the person from whom the AMC common stock was received did not purchase or acquire the common stock during the Class Period, nor shall it be deemed an assignment of any claim relating to the purchase or acquisition of such shares unless specifically provided in the instrument or gift or assignment.

40. Notwithstanding any of the above, receipt of AMC common stock during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of AMC common stock.

41. The date of covering a “short sale” is deemed to be the date of purchase of shares. The date of a “short sale” is deemed to be the date of sale of shares. In accordance with the Plan of Allocation, however, the Recognized Loss on “short sales” is zero. In the event that an Authorized Claimant has an opening short position in AMC common stock, the earliest Class Period purchases shall be matched against such opening short position and not be entitled to a recovery until that short position is fully covered.

42. With respect to AMC common stock purchased or sold through the exercise of an option, the purchase/sale date of the stock shall be the exercise date of the option and the purchase/sale price of the stock shall be the closing price of AMC common stock on the date of exercise. Any Recognized Loss arising from purchases of AMC common stock acquired during the Class Period through the exercise of an option on AMC common stock⁵ shall be computed as provided for other purchases of AMC common stock in the Plan of Allocation.

43. If any funds remain in the Net Settlement Fund by reason of uncashed distributions or otherwise, then after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be redistributed to Class Members who have cashed their initial distributions in a manner consistent with the Plan of Allocation. The Claims Administrator shall, if feasible, continue to reallocate any further balance remaining

⁵ The “exercise of an option” as used in this sentence includes: (1) purchases of AMC common stock as the result of the exercise of a call option, and (2) purchases of AMC common stock by the seller of a put option as a result of the buyer of such put option exercising that put option.

in the Net Settlement Fund after the redistribution is completed among Class Members in the same manner and time frame as provided for above. If any portion of the Net Settlement Fund remains following the above-described distributions and is of such an amount that, in the determination of the Claims Administrator, is not cost-effective or efficient to redistribute to the Class Members, then such remaining funds, after payment of any further Notice and Administration Costs and Taxes and Tax Expenses, shall be donated to a non-sectarian charitable organization(s) certified as tax-exempt under United States Internal Revenue Code Section 501(c)(3), to be designated by Lead Counsel.

III. DISTRIBUTION OF THE NET SETTLEMENT FUND

44. The “Recognized Loss” will be used solely to calculate the relative amount of the Net Settlement Fund to be apportioned to each Authorized Claimant and does not reflect the actual amount an Authorized Claimant may expect to recover from the Net Settlement Fund. The combined Recognized Losses of all Authorized Claimants may be greater than the Net Settlement Fund. If this is the case, and subject to the \$10.00 minimum payment requirement described in ¶ 33 above, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund, which shall be his, her, or its Recognized Loss divided by the total of all Recognized Losses to be paid, multiplied by the total amount in the Net Settlement Fund.

45. Payment pursuant to the Plan of Allocation shall be conclusive against all Authorized Claimants. No person shall have any claim relating to the Plan of Allocation, or distributions made pursuant to the Plan of Allocation, or denials of any Proof of Claim Form, in whole or in part, against Defendants or any other Released Parties. No person shall have any claim based on distributions made substantially in accordance with the Settlement, the Plan of Allocation, or further order(s) of the Court against Class Counsel, Lead Plaintiff, Hawaii Iron Workers, Class Members, the Claims Administrator, Defendants or any other Released Parties, or any person designated by Lead Counsel. All members of the Class who fail to timely submit an acceptable Proof of Claim Form by the deadline set by the Court, or such other deadline as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the Settlement, but will in all other respects be subject to and bound by the terms of the Settlement, including the release of the Released Claims.

46. The Net Settlement Fund will not be distributed until the Court has approved the Plan of Allocation, and the time for any petition for rehearing, appeal, or review, whether by *certiorari* or otherwise, has expired.

47. Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Settlement, if approved.

48. Only those Class Members who purchased or otherwise acquired AMC common stock during the Class Period and were damaged as a result of such purchases or acquisitions will be eligible to share in the distribution of the Net Settlement Fund. Each person or entity wishing to participate in the distribution must timely submit a valid Proof of Claim Form establishing membership in the Class, and include all required documentation, before the deadline set forth herein.

49. Unless the Court otherwise orders, any Class Member who fails to submit a valid and timely Proof of Claim Form before the deadline shall be forever barred from receiving payments pursuant to the Settlement, but will, in all other respects, remain a Class Member and be subject to the provisions of the Settlement, including the terms of any judgments entered and releases given. This means that each Class Member is bound by the release of claims (described in ¶¶ 53-58 below) regardless of whether such Class Member submits a valid and timely Proof of Claim Form.

50. Persons and entities that are excluded from the Class by definition, or that exclude themselves from the Class, will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Proof of Claim Forms.

51. Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your claim. If you are dissatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by submitting a written request. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any member of the Class.

52. The Plan of Allocation set forth herein is the proposed plan submitted by Plaintiffs and Class Counsel for the Court’s approval. The Court may approve this plan as proposed or may modify it without further notice to the Class.

WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?

53. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims in the Action and will provide that Plaintiffs and each of the Class Members (on behalf of themselves and each of their respective present and former directors, officers, employees, parents, subsidiaries, related or affiliated entities, shareholders, members, divisions, partners, joint ventures, family members, spouses, domestic partners, heirs, principals, agents, owners, fiduciaries, personal or legal representatives, attorneys, auditors, accountants, advisors, banks or bankers, insurers, reinsurers, trustees, trusts, estates, executors, administrators, predecessors, successors, assigns, and any other person or entity who has the right, ability, standing, or capacity to assert, prosecute, or maintain on behalf of any Class Member any of the Released Claims (or to obtain the proceeds of any recovery therefrom)), shall be deemed to have – and by operation of the Judgment shall have – fully, finally, and forever waived, released, relinquished, discharged, and dismissed each and every Released Claim against each and every Released Party, and shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Released Parties.

54. There is a risk that Plaintiffs and other Class Members, or certain of them, may hereafter discover facts in addition to or different from those that he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs and the Class Members, and each of them, upon the Effective Date, by operation of the Judgment, shall have fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, claims relating to conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

55. Such claims are referred to as “Unknown Claims” and include any and all Released Claims, of every nature and description, that Plaintiffs or any other Class Member do not know or suspect to exist in his, her, or its favor at the time of the release of a Released Party or the Released Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of a Released Party or the Released Parties, or might have affected his, her, or its decision not to object to this Settlement or not to exclude himself, herself, or itself from the Class or to release the Released Claims. With respect to any Settled Defendants’ Claims, “Unknown Claims” means any and all Settled Defendants’ Claims, of every nature and description, which Defendants and any other Released Party or Released Parties do not know or suspect to exist in their favor at the time of the release of Plaintiffs, the Class Members, and their attorneys, which, if known by them, might have affected their decisions with respect to the release of the Settled Defendants’ Claims or the Settlement. Plaintiffs acknowledge, and the Class Members by law and operation of the Judgment shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a material element of the Settlement.

56. The Judgment also will provide that the Defendants, and each of the other Released Parties, will release and forever discharge Plaintiffs, the other Class Members, and their attorneys from all claims (including, without limitation, “Unknown Claims”) that arise out of or relate in any way to the institution, prosecution, or settlement of the Action. Notwithstanding the above, nothing shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Stipulation, the Preliminary Approval Order, or the Judgment.

57. “Released Claims” means any and all actions, causes of action, claims (including “Unknown Claims,” as defined in the Stipulation), duties, debts, demands, rights, disputes, suits, matters, damages, losses, obligations, proceedings, issues, judgments, sums of money, covenants, contracts, controversies, agreements, promises, contributions, indemnities, and liabilities of every nature and description whatsoever (including, but not limited to, any claims for damages, whether compensatory, consequential, special, punitive, exemplary, or otherwise and any fees, costs, expenses, or charges), whether known or unknown, suspected or unsuspected, fixed or contingent, foreseen or unforeseen, liquidated or unliquidated, accrued or unaccrued, matured or unmatured, whether class, derivative, or individual in nature, whether or not concealed or hidden, which now exist, or heretofore have existed, or can, shall, or may exist, whether arising under federal, state, common, statutory, administrative, or foreign law, regulation, or in equity, whether based on contract, tort, statute, law, equity, or otherwise, that (a) Plaintiffs have asserted in the Action or could have asserted in the Action or in any other proceeding or forum, whether directly, representatively, derivatively, or in any other capacity, that

arise out of, relate to, concern, are based upon, or in any way are connected to, the allegations, claims, transactions, facts, circumstances, disclosures, matters, occurrences, events, failures, representations, statements, or omissions alleged, involved, set forth, or referred to in the Second Amended Complaint; (b) would have been barred by *res judicata*, claim preclusion, issue preclusion, or collateral estoppel had the Action been fully litigated to a final judgment; or (c) were, could have been, or in the future could be, asserted in any forum or proceeding or otherwise by any Class Member that relate to the purchase, sale, or acquisition of AMC common stock pursuant to the SPO or during the Class Period or the holding of AMC common stock purchased or acquired pursuant to the SPO or during the Class Period. Released Claims do not, however, include the claims asserted in the Existing Derivative Actions or claims to enforce the Settlement and the Stipulation.

58. “Released Party” and “Released Parties” means each of the Defendants and their respective past, present, or future directors, officers, employees, parents, partners, members, principals, agents, owners, fiduciaries, shareholders, related or affiliated entities, subsidiaries, divisions, accountants, auditors, attorneys, associates, consultants, advisors, insurers, co-insurers, reinsurers, trustees, estates, beneficiaries, administrators, foundations, underwriters, banks or bankers, personal or legal representatives, divisions, joint ventures, spouses, domestic partners, family members, heirs, executors, or any other person or entity acting or purporting to act for or on behalf of any Defendants, and each of their respective predecessors, successors, and assigns, and any trusts for which any of them are trustees, settlors, or beneficiaries.

<p style="text-align: center;">WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?</p>

59. Class Counsel has not received any payment for their services in pursuing claims against Defendants on behalf of the Class, nor have they been paid for their litigation expenses. Before final approval of the Settlement, Class Counsel intends to apply to the Court for an award of attorneys’ fees from the Settlement Fund in an amount not to exceed one-third of the Settlement Fund, plus interest at the same rate and for the same time period as earned by the Settlement Fund. At the same time, Class Counsel also intends to apply for the reimbursement of certain expenses paid or incurred in connection with the prosecution and resolution of the Action in an amount not to exceed \$1,300,000.00, plus interest at the same rate and for the same time period as earned by the Settlement Fund. In addition, Class Counsel may also apply for reimbursements for, among other things, litigation-related expenses of Plaintiffs up to \$40,000.00 in the aggregate in accordance with 15 U.S.C. § 78u-4(a)(4). The sums approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for the payment of these sums.

<p style="text-align: center;">HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?</p>

60. If you purchased or acquired AMC common stock as described above, you are not excluded from the definition of the Class, and you do not timely exclude yourself from the Class in the manner provided in this Notice, then you are a member of the Class and you will be bound by the terms of the Settlement and the Stipulation, if the Court approves the Settlement, and by any judgment or determination of the Court affecting the Class. If you are a member of the Class, you must submit a Proof of Claim Form and supporting documentation to establish your entitlement to share in the Net Settlement Fund. A Proof of Claim Form is included with this Notice, or you may go to the website maintained by the Claims Administrator for the Settlement to submit a claim online or print out the Proof of Claim Form or request that one be mailed to you. The website is www.strategicclaims.net/amc/. You may also request a Proof of Claim Form by calling (866) 274-4004 or emailing info@strategicclaims.net. Copies of the Proof of Claim Form can also be downloaded from Lead Counsel’s website at <https://millershah.com/>. Proof of Claim Forms must be submitted electronically no later than February 28, 2022 at 11:59 p.m. EST or postmarked no later than February 28, 2022 to the Claims Administrator: AMC Securities Settlement, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 205, P.O. Box 230, Media, PA 19063. Those who exclude themselves from the Class, and those who do not submit timely and valid Proof of Claim Forms with adequate supporting documentation, will not be eligible to recover from the Net Settlement Fund. Please retain all records of your ownership of, or transactions in, AMC common stock during the Class Period, as they may be needed to document your Claim. Do not submit original documentation with your Proof of Claim Form – submit copies only – because materials submitted will not be returned.

61. As a Class Member, you are represented by Plaintiffs and Class Counsel unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own

counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in the section below entitled “**When And Where Will The Court Decide Whether To Approve The Settlement? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don’t Like The Settlement?**”

62. If you do not wish to remain a Class Member, you may exclude yourself from the Class by following the instructions in the section below entitled “**What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?**”

63. If you wish to object to the Settlement or any of its terms, the proposed Plan of Allocation, or Class Counsel’s application for attorneys’ fees and Litigation Expenses, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in the section below entitled “**When And Where Will The Court Decide Whether To Approve The Settlement? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don’t Like The Settlement?**”

<p style="text-align:center">WHAT IF I DO NOT WANT TO BE A PART OF THE SETTLEMENT? HOW DO I EXCLUDE MYSELF?</p>
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64. Each Class Member will be bound by all determinations and judgments in this lawsuit, including those concerning the Stipulation and the Judgment and the releases contained therein, whether favorable or unfavorable, unless such person or entity mails, by first class mail (or its equivalent outside the U.S.), or otherwise delivers a written request for exclusion from the Class, addressed to AMC Securities Settlement, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 205, P.O. Box 230, Media, PA 19063. The exclusion request must be postmarked by no later than January 20, 2022. You cannot exclude yourself by email or telephone. Each request for exclusion must clearly indicate the name, address, and telephone number of the person or entity seeking exclusion, that the sender requests to be excluded from the Class in *Hawaii Structural Ironworkers Pension Trust Fund v. AMC Entertainment Holdings, Inc., et al.*, Case No. 18-cv-00299-AJN (S.D.N.Y.), and must be signed by such person or entity. Such persons or entities requesting exclusion are also required to provide the following information: (i) the number of shares of AMC common stock purchased, acquired, or sold between December 20, 2016 and August 1, 2017, both dates inclusive; (ii) the prices or other consideration paid or received for such AMC common stock; and (iii) the dates of such transactions. Requests for exclusion will not be valid if they do not include the information set forth above and are not postmarked within the time stated above, unless the Court otherwise determines.

Please keep a copy of everything you send by mail, in case it is lost during shipping.

65. If a person or entity requests to be excluded from the Class, that person or entity will not receive any benefit provided for in the Settlement. If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in the Action, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statute of limitations or repose.

<p style="text-align:center">WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON’T LIKE THE SETTLEMENT?</p>
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66. If you do not wish to object in person to the proposed Settlement and/or the application for attorneys’ fees and Litigation Expenses, you do not need to attend the Final Approval Hearing. You can object to or participate in the Settlement without attending the Final Approval Hearing.

67. The Final Approval Hearing will be held on February 10, 2022, at 3:00 p.m., before the Honorable Alison J. Nathan at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 906, New York, NY 10007. The Court has the right to approve the Settlement, the Plan of Allocation, and/or the request for attorneys’ fees and Litigation Expenses at or after the Final Approval Hearing without further notice to the Class Members.

68. Any Class Member who does not request exclusion in accordance with ¶ 64 above may object to the Settlement, the Plan of Allocation, or Class Counsel’s request for an award of attorneys’ fees and Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other supporting papers and briefs, with the Clerk’s Office at the United States District Court for the Southern

District of New York, at the address set forth below on or before January 20, 2022. You must also serve the papers on Class Counsel and Defendants' Counsel at the addresses set forth below so that the papers are *received* on or before January 20, 2022.

Clerk's Office	Lead Counsel for the Class	Defendants' Counsel
U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK Thurgood Marshall United States Courthouse 40 Foley Square, Courtroom 906 New York, NY 10007	MILLER SHAH LLP 65 Main Street Chester, CT 06412 Attn: Laurie Rubinow	WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, NY 10153 Attn: John A. Neuwirth and Joshua S. Amsel (Counsel for the AMC Defendants)
	Additional Counsel for the Class ROBBINS GELLER RUDMAN & DOWD LLP 58 South Service Road, Suite 200 Melville, NY 11747 Attn: David A. Rosenfeld	SHEARMAN & STERLING LLP 599 Lexington Avenue New York, NY 10022 Attn: Adam S. Hakki (Counsel for the Underwriter Defendants)

69. To object to the Settlement, you must send a letter, brief, or other writing saying that you object to the Settlement in *Hawaii Structural Ironworkers Pension Trust Fund v. AMC Entertainment Holdings, Inc., et al.*, Case No. 18-cv-00299-AJN (S.D.N.Y.), and explain in detail the basis for your objection or objections. Be sure to include your name, address, telephone number, your signature, the quantity of AMC common stock that you purchased, acquired, or sold from December 20, 2016 and August 1, 2017, both dates inclusive, the dates of these purchases, acquisitions, and sales, and copies of documents (such as brokerage statements) sufficient to show that you are a member of the Class. Persons or entities who intend to object to the Settlement, the Plan of Allocation, and/or to Class Counsel's application for an award of attorneys' fees and reimbursement of Litigation Expenses must include a list of cases in which you or your counsel have appeared as settlement objectors or counsel for objectors in the preceding five years.

70. You may not object to the Settlement, or any aspect of it, if you are not a member of the Class or if you exclude yourself from the Class.

71. If you wish to be heard orally at the Final Approval Hearing in opposition to the approval of the Settlement, the Plan of Allocation, and/or Class Counsel's request for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you have filed and served a timely written objection as described above, you also must notify the counsel listed in ¶ 68 on or before January 20, 2022, concerning your intention to appear. Persons or entities who intend to object and desire to present evidence at the Final Approval Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing.

72. You may file a written objection without having to appear at the Final Approval Hearing. You may not appear at the Final Approval Hearing to present your objection, however, unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

73. You are not required to hire an attorney to represent you in making written objections or in appearing at the Final Approval Hearing. If you decide to hire an attorney at your own expense, he or she must file a notice of appearance with the Court and serve it on Class Counsel, counsel for the AMC Defendants, and counsel for the Underwriter Defendants so that the notice is received on or before January 27, 2022.

74. If you object to the Settlement, the Plan of Allocation, and/or Class Counsel's request for an award of attorneys' fees and reimbursement of Litigation Expenses, or otherwise request to be heard at the Final Approval Hearing in the manner stated above, you are submitting to the jurisdiction of the Court with respect to the subject matter of the Settlement, including, but not limited to, the release of the Released Claims contained in the Stipulation and the Judgment. If the Court overrules your objection and approves the Settlement or the part of the Settlement to which you have objected, you only will potentially share in the Net Settlement Fund if you file a Proof of Claim Form in the manner stated in ¶ 60 above and the Claims Administrator approves your claim.

75. The Final Approval Hearing may be adjourned by the Court without further written notice to the Class. Any new date for the Final Approval Hearing will be posted on the Settlement website at www.strategicclaims.net/amc/. If you intend to attend the Final Approval Hearing, you should confirm the date and time with Class Counsel.

Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement or Class Counsel's request for an award of fees and expenses. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

76. If you purchased or acquired AMC common stock for the beneficial interest of a person or organization other than yourself, you must either: (i) within fourteen (14) days after you receive the notice, request from the Claims Administrator sufficient copies of the Notice and the Proof of Claim Form to forward to all such beneficial owners, and within fourteen (14) days of receipt of the copies of the Notice and the Proof of Claim Form forward them to all such beneficial owners; or (ii) within fourteen (14) days after you receive the notice, provide a list of the names, addresses, and email addresses (to the extent available) of all such beneficial owners (preferably in electronic format (*e.g.*, Excel, .csv)) to AMC Securities Settlement, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 205, Media, PA 19063, or by email to info@strategicclaims.net. If you choose the second option, the Claims Administrator will send a copy of the Notice and the Proof of Claim Form to each beneficial owner whose name and address you provide. Upon full compliance with these directions, nominees may seek reimbursement of their reasonable expenses *actually* incurred up to a maximum of \$.10 per Notice and Proof of Claim Form mailed plus postage for the current pre-sort rate used by the Claims Administrator, per Notice and Proof of Claim Form actually mailed; or \$.05 per link of Notice and Proof of Claim Form emailed; or \$.05 per name, mailing address, and email address (to the extent available) by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Proof of Claim Form may also be obtained by calling the Claims Administrator at (866) 274-4004 or by downloading it from the Settlement website, www.strategicclaims.net/amc/, or Lead Counsel's website, <https://millershah.com/>.

CAN I SEE THE COURT FILE? WHO SHOULD I CONTACT IF I HAVE QUESTIONS?

77. This Notice contains only a summary of the terms of the proposed Settlement. More detailed information about the matters involved in the Action is available at www.strategicclaims.net/amc/, including, among other documents, copies of the Stipulation, the First Amended Complaint, and the Second Amended Complaint. All inquiries concerning this Notice should be directed to:

AMC Securities Settlement c/o Strategic Claims Services 600 N. Jackson Street, Suite 205 P.O. Box 230 Media, PA 19063	OR	Laurie Rubinow MILLER SHAH, LLP 65 Main Street Chester, CT 06412 866-540-5505
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DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK OF COURT REGARDING THIS NOTICE.

Dated: November 2, 2021

By Order of the Court
United States District Court
for the Southern District of New York

**MUST BE
POSTMARKED OR
SUBMITTED ONLINE
NO LATER THAN
FEBRUARY 28, 2022**

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
*Hawaii Structural Ironworkers Pension Trust Fund v. AMC
Entertainment Holdings, Inc., et al.*, Case No. 1:18-cv-00299-AJN

INSTRUCTIONS FOR COMPLETING PROOF OF CLAIM FORM

GENERAL RULES FOR RECOVERING

1. To recover as a Class Member based on your claims in the action entitled *Hawaii Structural Ironworkers Pension Trust Fund v. AMC Entertainment Holdings, Inc., et al.*, Case No. 1:18-cv-00299-AJN (S.D.N.Y.) (the “Action”),⁶ you must complete and, on page 23 hereof, sign and date this Proof of Claim Form. If you fail to file a properly addressed Proof of Claim Form (as set forth in paragraph 3 below), your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Action.
2. Submission of this Proof of Claim Form does not assure that you will share in the proceeds of the Settlement of the Action. Your recovery, if any, will be calculated as described in the Plan of Allocation in the Notice of Pendency of Class Action and Proposed Settlement (“Notice”).
3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED, SIGNED, AND DATED PROOF OF CLAIM FORM ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, NO LATER THAN FEBRUARY 28, 2022, ADDRESSED AS FOLLOWS:**

AMC Securities Settlement
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
P.O. Box 230
Media, PA 19063

Online submission:

www.strategicclaims.net/amc/

4. If you are NOT a Class Member (as defined in the Notice), DO NOT submit a Proof of Claim Form.
5. If you are a Class Member and you did not timely and validly request exclusion from the proposed Settlement, you will still be bound by the terms of the Settlement and any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.

IDENTIFICATION OF CLAIMANT

6. THIS PROOF OF CLAIM FORM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S), OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S), OF THE AMC COMMON STOCK (TICKER SYMBOL: AMC) UPON WHICH THESE CLAIMS ARE BASED.
7. Use Part I of this form, entitled “Claimant Identification,” to identify each beneficial purchaser.
8. All joint purchasers must sign this Proof of Claim Form. Executors, administrators, guardians, conservators, and trustees must complete and sign this Proof of Claim Form on behalf of persons represented by them, and their authority must accompany this Claim and their titles or capacities must be stated. The last four digits of the Social Security (or taxpayer identification) number and telephone number

⁶ This Proof of Claim Form incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated November 1, 2021 (the “Stipulation”), and all capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulation. A copy of the Stipulation can be obtained at www.strategicclaims.net/amc/.

of the beneficial owner(s) may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

9. **NOTICE REGARDING INSTITUTIONAL FILERS:** Representatives with the authority to file on behalf of (a) accounts of multiple persons and/or (b) institutional accounts with large numbers of transactions (“Representative Filers”) must submit information regarding their clients’ transactions in the approved electronic spreadsheet format, which is available by request to the Claims Administrator at efile@strategicclaims.net or by visiting the website www.strategicclaims.net/institutional-filers/. One spreadsheet may contain the information for multiple persons and institutional accounts who constitute distinct legal entities (“Legal Entities” and each, a “Legal Entity”), but all Representative Filers MUST also submit a manually signed Proof of Claim Form, as well as proof of authority to file along with the electronic spreadsheet. The transactions and holdings in AMC common stock should be reported in the electronic file so that each resulting Claim corresponds to a single Legal Entity, regardless of the number of individually managed accounts the Legal Entity has, as only one Claim will be processed per Legal Entity (e.g. a Representative Filer reporting the transactions for a fund with multiple sub-accounts should report one total holding at the start of the Class Period, one total holding at the end of the Class Period, and a single set of transactions that includes all transactions made by the Legal Entity across their sub-accounts; this would constitute and be processed as a single Claim). The Claims Administrator reserves the right to combine a Legal Entity’s accounts into a single Claim prior to processing in the event that a Legal Entity’s accounts are divided across multiple Claims when submitted by a Representative Filer. The Claims Administrator also reserves the right to request additional documentary proof regarding a Legal Entity’s transactions and holdings in AMC common stock to prove and accurately process the Claim.
10. **NOTICE REGARDING ONLINE FILING:** Claimants who are not Representative Filers may submit their claims online using the electronic version of the Proof of Claim Form hosted at www.strategicclaims.net/amc/. If you are not acting as a Representative Filer, you do not need to contact the Claims Administrator prior to filing; you will receive an automated e-mail confirming receipt once your Proof of Claim Form has been submitted. If you are unsure if you should submit your claim as a Representative Filer, please contact the Claims Administrator at info@strategicclaims.net or (866) 274-4004. If you are not a Representative Filer, but your claim contains a large number of transactions, the Claims Administrator may request that you also submit an electronic spreadsheet showing your transactions to accompany your Proof of Claim Form.

IDENTIFICATION OF TRANSACTION(S)

11. Use Part II of this form, entitled “Schedule of Transactions in AMC Common Stock,” to supply all required details of your transaction(s) in AMC common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.
12. On the schedules, provide all of the requested information with respect to *all* of your purchases of AMC common stock which took place during the Class Period, including pursuant to the SPO, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.
13. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.
14. You should attach documentation verifying your transactions in AMC common stock during the requested period below, including pursuant to the SPO, such as copies of broker confirmations. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

PROOF OF CLAIM FORM

**MUST BE
POSTMARKED OR
SUBMITTED
ONLINE
NO LATER THAN
FEBRUARY 28, 2022**

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
*Hawaii Structural Ironworkers Pension Trust
Fund v. AMC Entertainment Holdings, Inc., et
al.*, Case No. 1:18-cv-00299-AJN

PART I: CLAIMANT IDENTIFICATION

Claimant/Representative Contact Information:

The Claims Administrator will use the contact information for all correspondence relevant to this claim (including the distribution (check), if the claim is ultimately determined to be eligible for payment). If the contact information changes, then you must notify the Claims Administrator in writing at the address listed on page 16.

Claimant's Name (as you would like it to appear on your check if eligible for payment)

Representative's Name (if different from the Claimant's Name(s) listed above)

Address Line 1 (Number and Street or P.O. Box)

Address Line 2 (if needed)

City

State or Province

Zip Code

Country name

Last 4 Digits of Social Security Number
(for individuals) Or T.I.N. (for estates,
trusts, corporations, etc.)

Telephone Number (Work or Mobile)

Telephone Number (Home)

Email

PART II: SCHEDULE OF TRANSACTIONS IN AMC COMMON STOCK

A. SPO Purchases and Acquisitions: List all purchases and acquisitions of AMC common stock (ticker symbol: AMC) pursuant to its SPO on or about February 8, 2017. Be sure to attach documentation verifying all your transactions.

<u>Trade Date (List Chronologically) (Month/Day/Year)</u>	<u>Number of Shares</u>	<u>Price Per Share</u>	<u>Total Purchase Price</u>

If you require additional space to list your transactions, use photocopies of this page and check this box.

B. Holdings at Start of Class Period: List all shares of AMC common stock (ticker symbol: AMC) held as of the opening of the U.S. financial markets on December 20, 2016.

Quantity of Shares Held

C. Purchases and Acquisitions: List all purchases and acquisitions of AMC common stock (ticker symbol: AMC) between December 20, 2016 and October 30, 2017, both dates inclusive. Be sure to attach documentation verifying all your transactions.

<u>Trade Date (List Chronologically) (Month/Day/Year)</u>	<u>Number of Shares</u>	<u>Price Per Share</u>	<u>Total Purchase Price</u>

If you require additional space to list your transactions, use photocopies of this page and check this box.

D. Sales: List all sales of AMC common stock (ticker symbol: AMC) between December 20, 2016 and October 30, 2017, both dates inclusive. Be sure to attach documentation verifying your transactions.

<u>Trade Date (List Chronologically) (Month/Day/Year)</u>	<u>Number of Shares</u>	<u>Price Per Share</u>	<u>Total Sales Proceeds</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If you require additional space to list your transactions, use photocopies of this page and check this box.

E. Unsold Holdings: List the number of shares of AMC common stock (ticker symbol: AMC) held as of the close of the U.S. financial markets on October 30, 2017. Be sure to attach documentation verifying your holdings such as an account statement.

Quantity of Shares Held

YOU MUST READ THE RELEASE AND YOUR SIGNATURE ON PAGE 23 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.

PART III: SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (WE) SUBMIT THIS PROOF OF CLAIM FORM UNDER THE TERMS OF THE SETTLEMENT DESCRIBED IN THE NOTICE. I (WE) ALSO SUBMIT TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK WITH RESPECT TO MY (OUR) CLAIM AS A CLASS MEMBER AND FOR PURPOSES OF ENFORCING THE RELEASES SET FORTH IN THE STIPULATION AND REPEATED HEREIN. I (WE) FURTHER ACKNOWLEDGE THAT I AM (WE ARE) BOUND BY AND SUBJECT TO THE TERMS OF ANY JUDGMENT THAT MAY BE ENTERED IN THE ACTION. I (WE) AGREE TO FURNISH ADDITIONAL INFORMATION TO THE CLAIMS ADMINISTRATOR TO SUPPORT THIS CLAIM IF REQUESTED TO DO SO. I (WE) HAVE NOT SUBMITTED ANY OTHER CLAIM COVERING THE SAME PURCHASES OR SALES OF AMC COMMON STOCK AND KNOW OF NO OTHER PERSON HAVING DONE SO ON MY (OUR) BEHALF.

PART IV: RELEASE

1. I (WE) HEREBY ACKNOWLEDGE FULL AND COMPLETE SATISFACTION OF, AND DO HEREBY FULLY, FINALLY, AND FOREVER WAIVE, RELEASE, RELINQUISH, DISCHARGE AND DISMISS FROM THE RELEASED CLAIMS EACH AND ALL OF THE "RELEASED PARTIES," DEFINED AS EACH OF THE DEFENDANTS AND THEIR RESPECTIVE PAST, PRESENT, OR FUTURE DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, PARTNERS, MEMBERS, PRINCIPALS, AGENTS, OWNERS, FIDUCIARIES, SHAREHOLDERS, RELATED OR AFFILIATED ENTITIES, SUBSIDIARIES, DIVISIONS, ACCOUNTANTS, AUDITORS, ATTORNEYS, ASSOCIATES, CONSULTANTS, ADVISORS, INSURERS, CO-INSURERS,

REINSURERS, TRUSTEES, ESTATES, BENEFICIARIES, ADMINISTRATORS, FOUNDATIONS, UNDERWRITERS, BANKS OR BANKERS, PERSONAL OR LEGAL REPRESENTATIVES, DIVISIONS, JOINT VENTURES, SPOUSES, DOMESTIC PARTNERS, FAMILY MEMBERS, HEIRS, EXECUTORS, OR ANY OTHER PERSON OR ENTITY ACTING OR PURPORTING TO ACT FOR OR ON BEHALF OF ANY DEFENDANTS, AND EACH OF THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, AND ASSIGNS, AND ANY TRUSTS FOR WHICH ANY OF THEM ARE TRUSTEES, SETTLORS, OR BENEFICIARIES.

2. "RELEASED CLAIMS" MEANS ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS (INCLUDING "UNKNOWN CLAIMS," DEFINED BELOW), DUTIES, DEBTS, DEMANDS, RIGHTS, DISPUTES, SUITS, MATTERS, DAMAGES, LOSSES, OBLIGATIONS, PROCEEDINGS, ISSUES, JUDGMENTS, SUMS OF MONEY, COVENANTS, CONTRACTS, CONTROVERSIES, AGREEMENTS, PROMISES, CONTRIBUTIONS, INDEMNITIES, AND LIABILITIES OF EVERY NATURE AND DESCRIPTION WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR DAMAGES, WHETHER COMPENSATORY, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR OTHERWISE AND ANY FEES, COSTS, EXPENSES, OR CHARGES), WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FIXED OR CONTINGENT, FORESEEN OR UNFORESEEN, LIQUIDATED OR UNLIQUIDATED, ACCRUED OR UNACCRUED, MATURED OR UNMATURED, WHETHER CLASS, DERIVATIVE, OR INDIVIDUAL IN NATURE, WHETHER OR NOT CONCEALED OR HIDDEN, WHICH NOW EXIST, OR HERETOFORE HAVE EXISTED, OR CAN, SHALL, OR MAY EXIST, WHETHER ARISING UNDER FEDERAL, STATE, COMMON, STATUTORY, ADMINISTRATIVE, OR FOREIGN LAW, REGULATION, OR IN EQUITY, WHETHER BASED ON CONTRACT, TORT, STATUTE, LAW, EQUITY, OR OTHERWISE, THAT (A) PLAINTIFFS HAVE ASSERTED IN THE ACTION OR COULD HAVE ASSERTED IN THE ACTION OR IN ANY OTHER PROCEEDING OR FORUM, WHETHER DIRECTLY, REPRESENTATIVELY, DERIVATIVELY, OR IN ANY OTHER CAPACITY, THAT ARISE OUT OF, RELATE TO, CONCERN, ARE BASED UPON, OR IN ANY WAY ARE CONNECTED TO, THE ALLEGATIONS, CLAIMS, TRANSACTIONS, FACTS, CIRCUMSTANCES, DISCLOSURES, MATTERS, OCCURRENCES, EVENTS, FAILURES, REPRESENTATIONS, STATEMENTS, OR OMISSIONS ALLEGED, INVOLVED, SET FORTH, OR REFERRED TO IN THE SECOND AMENDED COMPLAINT; (B) WOULD HAVE BEEN BARRED BY *RES JUDICATA*, CLAIM PRECLUSION, ISSUE PRECLUSION, OR COLLATERAL ESTOPPEL HAD THE ACTION BEEN FULLY LITIGATED TO A FINAL JUDGMENT; OR (C) WERE, COULD HAVE BEEN, OR IN THE FUTURE COULD BE, ASSERTED IN ANY FORUM OR PROCEEDING OR OTHERWISE BY ANY CLASS MEMBER THAT RELATE TO THE PURCHASE, SALE, OR ACQUISITION OF AMC COMMON STOCK PURSUANT TO THE SPO OR DURING THE CLASS PERIOD OR THE HOLDING OF AMC COMMON STOCK PURCHASED OR ACQUIRED PURSUANT TO THE SPO OR DURING THE CLASS PERIOD. RELEASED CLAIMS DO NOT, HOWEVER, INCLUDE THE CLAIMS ASSERTED IN THE EXISTING DERIVATIVE ACTIONS OR CLAIMS TO ENFORCE THE SETTLEMENT OR THE STIPULATION.

3. "UNKNOWN CLAIMS" MEANS ANY AND ALL RELEASED CLAIMS, OF EVERY NATURE AND DESCRIPTION, THAT PLAINTIFFS OR ANY OTHER CLASS MEMBER DO NOT KNOW OR SUSPECT TO EXIST IN HIS, HER, OR ITS FAVOR AT THE TIME OF THE RELEASE OF A RELEASED PARTY OR THE RELEASED PARTIES, WHICH, IF KNOWN BY HIM, HER, OR IT, MIGHT HAVE AFFECTED HIS, HER, OR ITS SETTLEMENT WITH AND RELEASE OF A RELEASED PARTY OR THE RELEASED PARTIES, OR MIGHT HAVE AFFECTED HIS, HER, OR ITS DECISION NOT TO OBJECT TO THIS SETTLEMENT OR NOT TO EXCLUDE HIMSELF, HERSELF, OR ITSELF FROM THE CLASS OR TO RELEASE THE RELEASED CLAIMS. WITH RESPECT TO ANY SETTLED DEFENDANTS' CLAIMS, "UNKNOWN CLAIMS" MEANS ANY AND ALL SETTLED DEFENDANTS' CLAIMS, OF EVERY NATURE AND DESCRIPTION,

WHICH DEFENDANTS AND ANY OTHER RELEASED PARTY OR RELEASED PARTIES DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF THE RELEASE OF PLAINTIFFS, THE CLASS MEMBERS, AND THEIR ATTORNEYS, WHICH, IF KNOWN BY THEM, MIGHT HAVE AFFECTED THEIR DECISIONS WITH RESPECT TO THE RELEASE OF THE SETTLED DEFENDANTS' CLAIMS OR THE SETTLEMENT. WITH RESPECT TO ANY AND ALL RELEASED CLAIMS, THE SETTLING PARTIES STIPULATE AND AGREE THAT, UPON THE EFFECTIVE DATE, PLAINTIFFS EXPRESSLY WAIVE, AND EACH CLASS MEMBER SHALL BE DEEMED TO HAVE WAIVED, AND BY OPERATION OF THE JUDGMENT SHALL HAVE EXPRESSLY WAIVED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVISIONS, RIGHTS AND BENEFITS OF CALIFORNIA CIVIL CODE § 1542, AND OF ANY U.S. FEDERAL OR STATE LAW, OR PRINCIPLE OF COMMON LAW OR THE LAW OF ANY FOREIGN JURISDICTION, THAT IS SIMILAR, COMPARABLE, OR EQUIVALENT TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES, IN RELEVANT PART:

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.

PLAINTIFFS AND OTHER CLASS MEMBERS, OR CERTAIN OF THEM, MAY HEREAFTER DISCOVER FACTS IN ADDITION TO OR DIFFERENT FROM THOSE THAT HE, SHE, OR IT NOW KNOWS OR BELIEVES TO BE TRUE WITH RESPECT TO THE SUBJECT MATTER OF THE RELEASED CLAIMS, BUT PLAINTIFFS AND THE CLASS MEMBERS, AND EACH OF THEM, UPON THE EFFECTIVE DATE, BY OPERATION OF THE JUDGMENT, SHALL HAVE FULLY, FINALLY, AND FOREVER SETTLED AND RELEASED ANY AND ALL RELEASED CLAIMS, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, CONTINGENT OR NON-CONTINGENT, WHETHER OR NOT CONCEALED OR HIDDEN, THAT NOW EXIST OR HERETOFORE HAVE EXISTED, UPON ANY THEORY OF LAW OR EQUITY NOW EXISTING OR COMING INTO EXISTENCE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATING TO CONDUCT THAT IS NEGLIGENT, RECKLESS, INTENTIONAL, WITH OR WITHOUT MALICE, OR A BREACH OF ANY DUTY, LAW, OR RULE, WITHOUT REGARD TO THE SUBSEQUENT DISCOVERY OR EXISTENCE OF SUCH DIFFERENT OR ADDITIONAL FACTS.

4. THIS RELEASE SHALL BE OF NO FORCE OR EFFECT UNLESS AND UNTIL THE COURT APPROVES THE SETTLEMENT AND THE SETTLEMENT BECOMES EFFECTIVE ON THE EFFECTIVE DATE (AS DEFINED IN THE STIPULATION).

5. I (WE) HEREBY WARRANT AND REPRESENT THAT I (WE) HAVE NOT ASSIGNED OR TRANSFERRED OR PURPORTED TO ASSIGN OR TRANSFER, VOLUNTARILY OR INVOLUNTARILY, ANY MATTER RELEASED PURSUANT TO THE SETTLEMENT, STIPULATION, OR ANY PART OR PORTION OF THE SETTLEMENT OR THE STIPULATION.

6. I (WE) HEREBY WARRANT AND REPRESENT THAT I (WE) HAVE INCLUDED INFORMATION ABOUT ALL OF MY (OUR) PURCHASES AND SALES OF AMC COMMON STOCK DURING THE REQUESTED PERIOD AS SET FORTH ABOVE.

7. I (WE) HEREBY WARRANT AND REPRESENT THAT I AM (WE ARE) NOT EXCLUDED FROM THE CLASS AS DEFINED IN THE NOTICE.

8. I (WE) CERTIFY THAT I AM (WE ARE) NOT SUBJECT TO BACKUP WITHHOLDING UNDER THE PROVISIONS OF SECTION 3406(A)(1)(C) OF THE INTERNAL REVENUE CODE.

NOTE: IF YOU HAVE BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE THAT YOU ARE SUBJECT TO BACKUP WITHHOLDING, PLEASE STRIKE OUT THE LANGUAGE THAT YOU ARE NOT SUBJECT TO BACKUP WITHHOLDING IN THE CERTIFICATION ABOVE.

I (WE) DECLARE THAT THE FOREGOING INFORMATION SUPPLIED BY THE UNDERSIGNED IS TRUE AND CORRECT.

Executed this ___ day of _____, in _____, _____
(Month/Year) (City) (State/Country)

--	--

Signature of Claimant

Signature of Joint Claimant, if any

--	--

Print Name of Claimant

Print Name of Joint Claimant, if any

--	--

Date

Date

If Claimant is other than an individual, or is not the person completing this form, the following must also be provided:

--	--

Signature of Person Completing Form

Date

--	--

Print Name of Person Completing Form

Capacity of Person(s) Signing, (e.g., Beneficial Purchaser, Executor or Administrator)

REMINDER CHECKLIST

- 1. Please be sure to sign this Proof of Claim Form.
- 2. Remember to attach **COPIES OF** documentation verifying your transactions listed above.
- 3. **DO NOT SEND ORIGINALS OF ANY DOCUMENTS VERIFYING YOUR TRANSACTIONS.**
- 4. Keep a copy of your Proof of Claim Form for your records.
- 5. If you move, please send your new address to the Claims Administrator at the address below:

AMC Securities Settlement
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
P.O. Box 230
Media, PA 19063

- 6. **Do not use highlighter on the Proof of Claim Form or supporting documentation.**

AMC Securities Settlement
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
Media, PA 19063

IMPORTANT LEGAL NOTICE – PLEASE FORWARD