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## Section 1: SC 13D (SC 13D)

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. )\*

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### AMC Entertainment Holdings, Inc.

(Name of Issuer)

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Class A Common Stock, par value \$0.01 per share

(Title of Class of Securities)

---

00165C104

(CUSIP Number)

Lin Zhang  
Director

Wanda America Entertainment, Inc.  
850 New Burton Road  
Suite 201  
Dover, Delaware 19904  
86-010-85588349

With a copy to:

Wendy Grasso, Esq.  
Reed Smith LLP  
599 Lexington Avenue  
New York, New York 10022-7650  
(212) 521-5400

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(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

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September 7, 2018

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 1(f) or 1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. Names of Reporting Persons.  
Wanda America Entertainment, Inc.

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2. Check the Appropriate Box if a Member of a Group (See Instructions).

(a)

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(b)

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3. SEC Use Only

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4. Source of Funds (See Instructions)  
OO

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
Delaware

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7. Sole Voting Power  
0

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
51,769,784

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9. Sole Dispositive Power  
0

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10. Shared Dispositive Power  
51,769,784

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
51,769,784

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
50.0%(1)

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14. Type of Reporting Person (See Instructions)  
CO

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(1) Percentage calculated based on a total of 103,514,196 shares of Class A common stock including (i) 51,744,412 shares of Class A common stock issued and outstanding as of July 31, 2018 as provided in the Issuer's Form 10-Q filed on August 7, 2018 and (ii) 51,769,784 shares of Class A common stock that are issuable upon conversion of the Reporting Person's 51,769,784 shares of Class B common stock, which are convertible at any time.

2

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CUSIP No. 00165C104

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1. Names of Reporting Persons.  
Qingdao Wanda Movie and TV Investment Co., Ltd.

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2. Check the Appropriate Box if a Member of a Group (See Instructions).

(a)

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(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
AF

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
People's Republic of China

---

7. Sole Voting Power  
0

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting

8. Shared Voting Power  
51,769,784

---

9. Sole Dispositive Power

Person With 0

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10. Shared Dispositive Power  
51,769,784

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
51,769,784

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
50.0%(1)

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14. Type of Reporting Person (See Instructions)  
OO

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(1) Percentage calculated based on a total of 103,514,196 shares of Class A common stock including (i) 51,744,412 shares of Class A common stock issued and outstanding as of July 31, 2018 as provided in the Issuer's Form 10-Q filed on August 7, 2018 and (ii) 51,769,784 shares of Class A common stock that are issuable upon conversion of the Reporting Person's 51,769,784 shares of Class B common stock, which are convertible at any time.

CUSIP No. 00165C104

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1. Names of Reporting Persons.  
Dalian Wanda Group Business Service Co., Ltd.

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2. Check the Appropriate Box if a Member of a Group (See Instructions).

(a)

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(b)

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3. SEC Use Only

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4. Source of Funds (See Instructions)  
AF

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
The People's Republic of China

---

7. Sole Voting Power  
0

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
51,769,784

---

9. Sole Dispositive Power  
0

---

10. Shared Dispositive Power  
51,769,784

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
51,769,784

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
50.0%(1)

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14. Type of Reporting Person (See Instructions)  
OO

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(1) Percentage calculated based on a total of 103,514,196 shares of Class A common stock including (i) 51,744,412 shares of Class A common stock issued and outstanding as of July 31, 2018 as provided in the Issuer's Form 10-Q filed on August 7, 2018 and (ii) 51,769,784 shares of Class A common stock that are issuable upon conversion of the Reporting Person's 51,769,784 shares of Class B common stock, which are convertible at any time.

CUSIP No. G21515104

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1. Names of Reporting Persons.  
Wanda America Investment Holding Co. Ltd.

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2. Check the Appropriate Box if a Member of a Group (See Instructions).

- (a)
- 
- (b)
- 

3. SEC Use Only

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4. Source of Funds (See Instructions)  
AF

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
Delaware

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7. Sole Voting Power  
0

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
51,769,784

---

9. Sole Dispositive Power  
0

---

10. Shared Dispositive Power  
51,769,784

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
51,769,784

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
50.0%(1)

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14. Type of Reporting Person (See Instructions)  
CO

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(1) Percentage calculated based on a total of 103,514,196 shares of Class A common stock including (i) 51,744,412 shares of Class A common stock issued and outstanding as of July 31, 2018 as provided in the Issuer's Form 10-Q filed on August 7, 2018 and (ii) 51,769,784 shares of Class A common stock that are issuable upon conversion of the Reporting Person's 51,769,784 shares of Class B common stock, which are convertible at any time.

CUSIP No. 00165C104

1. Names of Reporting Persons.  
Qingdao Wanda Culture Investment Co., Ltd.

2. Check the Appropriate Box if a Member of a Group (See Instructions).

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)  
AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization  
The People's Republic of China

7. Sole Voting Power  
0

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
51,769,784

9. Sole Dispositive Power  
0

10. Shared Dispositive Power  
51,769,784

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
51,769,784

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
50.0%(1)

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14. Type of Reporting Person (See Instructions)  
OO

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(1) Percentage calculated based on a total of 103,514,196 shares of Class A common stock including (i) 51,744,412 shares of Class A common stock issued and outstanding as of July 31, 2018 as provided in the Issuer's Form 10-Q filed on August 7, 2018 and (ii) 51,769,784 shares of Class A common stock that are issuable upon conversion of the Reporting Person's 51,769,784 shares of Class B common stock, which are convertible at any time.

CUSIP No. 00165C104

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1. Names of Reporting Persons.  
Beijing Wanda Investment Co., Ltd.

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2. Check the Appropriate Box if a Member of a Group (See Instructions).

(a)

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(b)

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3. SEC Use Only

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4. Source of Funds (See Instructions)  
AF

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
The People's Republic of China

---

7. Sole Voting Power  
0

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Number of  
Shares  
Beneficially

8. Shared Voting Power  
51,769,784

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Owned by  
Each  
Reporting  
Person With

9. Sole Dispositive Power  
0

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10. Shared Dispositive Power  
51,769,784

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
51,769,784

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
50.0%(1)

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14. Type of Reporting Person (See Instructions)  
OO

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(1) Percentage calculated based on a total of 103,514,196 shares of Class A common stock including (i) 51,744,412 shares of Class A common stock issued and outstanding as of July 31, 2018 as provided in the Issuer's Form 10-Q filed on August 7, 2018 and (ii) 51,769,784 shares of Class A common stock that are issuable upon conversion of the Reporting Person's 51,769,784 shares of Class B common stock, which are convertible at any time.

CUSIP No. 00165C104

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1. Names of Reporting Persons.  
Beijing Wanda Culture Industry Group Co., Ltd.

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2. Check the Appropriate Box if a Member of a Group (See Instructions).

(a)

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(b)

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3. SEC Use Only

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4. Source of Funds (See Instructions)  
AF

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
People's Republic of China

---

7. Sole Voting Power  
0

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
51,769,784

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9. Sole Dispositive Power  
0

---

10. Shared Dispositive Power  
51,769,784

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
51,769,784

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
50.0%(1)

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14. Type of Reporting Person (See Instructions)  
OO

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(1) Percentage calculated based on a total of 103,514,196 shares of Class A common stock including (i) 51,744,412 shares of Class A common stock issued and outstanding as of July 31, 2018 as provided in the Issuer's Form 10-Q filed on August 7, 2018 and (ii) 51,769,784 shares of Class A common stock that are issuable upon conversion of the Reporting Person's 51,769,784 shares of Class B common stock, which are convertible at any time.

CUSIP No. 00165C104

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1. Names of Reporting Persons.  
Dalian Wanda Group Co., Ltd.

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2. Check the Appropriate Box if a Member of a Group (See Instructions).

(a)

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(b)

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3. SEC Use Only

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4. Source of Funds (See Instructions)

AF

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
People's Republic of China

---

7. Sole Voting Power  
0

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
51,769,784

---

9. Sole Dispositive Power  
0

---

10. Shared Dispositive Power  
51,769,784

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
51,769,784

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
50.0%(1)

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14. Type of Reporting Person (See Instructions)  
OO

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- (1) Percentage calculated based on a total of 103,514,196 shares of Class A common stock including (i) 51,744,412 shares of Class A common stock issued and outstanding as of July 31, 2018 as provided in the Issuer's Form 10-Q filed on August 7, 2018 and (ii) 51,769,784 shares of Class A common stock that are issuable upon conversion of the Reporting Person's 51,769,784 shares of Class B common stock, which are convertible at any time.

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CUSIP No. 00165C104

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1. Names of Reporting Persons.  
Dalian Hexing Investment Co., Ltd.
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2. Check the Appropriate Box if a Member of a Group (See Instructions).

(a)

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(b)

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3. SEC Use Only
- 

4. Source of Funds (See Instructions)  
AF
- 

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
- 

6. Citizenship or Place of Organization  
People's Republic of China
- 

7. Sole Voting Power  
0
- 

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
51,769,784
- 

9. Sole Dispositive Power  
0
- 

10. Shared Dispositive Power  
51,769,784
- 

11. Aggregate Amount Beneficially Owned by Each Reporting Person

51,769,784

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
50.0%(1)

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14. Type of Reporting Person (See Instructions)  
OO

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(1) Percentage calculated based on a total of 103,514,196 shares of Class A common stock including (i) 51,744,412 shares of Class A common stock issued and outstanding as of July 31, 2018 as provided in the Issuer's Form 10-Q filed on August 7, 2018 and (ii) 51,769,784 shares of Class A common stock that are issuable upon conversion of the Reporting Person's 51,769,784 shares of Class B common stock, which are convertible at any time.

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CUSIP No. 00165C104

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1. Names of Reporting Persons.  
Jianlin Wang

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2. Check the Appropriate Box if a Member of a Group (See Instructions).

(a)

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(b)

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3. SEC Use Only

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4. Source of Funds (See Instructions)  
AF

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
People's Republic of China

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7. Sole Voting Power  
0

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Number of Shares Beneficially Owned by Each Reporting Person With	8. Shared Voting Power 51,769,784
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 51,769,784
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 51,769,784
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11) 50.0%(1)
14.	Type of Reporting Person (See Instructions) IN

(1) Percentage calculated based on a total of 103,514,196 shares of Class A common stock including (i) 51,744,412 shares of Class A common stock issued and outstanding as of July 31, 2018 as provided in the Issuer's Form 10-Q filed on August 7, 2018 and (ii) 51,769,784 shares of Class A common stock that are issuable upon conversion of the Reporting Person's 51,769,784 shares of Class B common stock, which are convertible at any time.

## Introduction

This Schedule 13D (this "Schedule") is being filed by the Reporting Persons (as defined in Item 2 below) and relates to the shares of Class A Common Stock, par value \$0.01 per share (the "Class A Shares") of AMC Entertainment Holdings, Inc., a Delaware corporation (the "Issuer").

## Item 1. Security and Issuer.

This Schedule relates to the Class A Shares of the Issuer. The principal executive offices of the Issuer are located at One AMC Way, 11500 Ash Street, Leawood, KS 66211.

The Issuer's Class A Shares are listed on the New York Stock Exchange under the symbol "AMC."

## Item 2. Identity and Background.

(a) (f) This Schedule is being jointly filed pursuant to Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), by the persons listed below. Information relating to the directors, executive officers, partners and members of the Reporting Persons is set forth on Schedule A attached hereto, which is incorporated herein by reference.

- 1) Wanda America Entertainment, Inc., a Delaware corporation ("WAE");
- 2) Qingdao Wanda Movie and TV Investment Co., Ltd., a limited liability company incorporated under the laws of the People's Republic of China ("QWM");

- 3) Dalian Wanda Group Business Service Co., Ltd., a limited liability company incorporated under the laws of the People's Republic of China ("DWGB");
- 4) Wanda America Investment Holding Co. Ltd., a Delaware corporation ("WAI");
- 5) Qingdao Wanda Culture Investment Co., Ltd., a limited liability company incorporated under the laws of the People's Republic of China ("QWC");
- 6) Beijing Wanda Investment Co., Ltd., a limited liability company incorporated under the laws of the People's Republic of China ("BWI");
- 7) Beijing Wanda Culture Industry Group Co., Ltd., a limited liability company incorporated under the laws of the People's Republic of China ("BWC");
- 8) Dalian Wanda Group Co., Ltd., a limited liability company incorporated under the laws of the People's Republic of China ("DWGC");
- 9) Dalian Hexing Investment Co., Ltd., a limited liability company incorporated under the laws of the People's Republic of China ("DHI"); and
- 10) Jianlin Wang, a citizen of the People's Republic of China ("Mr. Wang," and, together with WAE, QWM, DWGB, WAI, QWC, BWI, BWC, DWGC and DHI, the "Reporting Persons")

The 51,769,784 shares of Class B Common Stock (the "Class B Shares") are held directly by WAE. WAE is controlled by QWM and WAI. QWM is a wholly-owned subsidiary of DWGB, which is controlled by DWGC. WAI is a wholly-owned subsidiary of QWC, which is a wholly-owned subsidiary of BWI, which is controlled by BWC, which is a wholly-owned subsidiary of DWGC, which is controlled by DHI, which is controlled by Wang Jianlin.

(b) The address of the principal business and principal office of each of the Reporting Persons is listed below. Information relating to the directors, executive officers, partners and members of the Reporting Persons is set forth on Schedule A attached hereto, which is incorporated herein by reference.

- 1) WAE — 850 New Burton Road, Suite 201, Dover, Delaware 19904
- 2) QWM — 1607 East Dongyue Road, Huangdao District, Qingdao City, Shandong Province, the People's Republic of China
- 3) DWGB — 539 Changjiang Road, Xigang District, Dalian City, Liaoning Province, the People's Republic of China
- 4) WAI — One AMC Way, 11500 Ash Street, Leawood, KS 66211

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- 5) QWC — 1607 East Dongyue Road, Huangdao District, Qingdao City, Shandong Province, the People's Republic of China
  - 6) BWI — 3/F Building 8, Wanda Plaza, 93 Jianguo Road, Chaoyang District, Beijing, the People's Republic of China
  - 7) BWC — Room 2001, 75 Xinhua Street North, Tongzhou District, Beijing, People's Republic of China
  - 8) DWGC — No. 539, Changjiang Road, Xigang District, Dalian City, Liaoning Province, People's Republic of China
  - 9) DHI — 539, Changjiang Road, Xigang District, Dalian City, Liaoning Province, People's Republic of China
  - 10) Mr. Wang — 1-1-1, No. 6, Mingze Garden, Zhongshan District, Dalian City, Liaoning Province, People's Republic of China

(c) The principal business of the Reporting Persons is making equity and related investments.

Mr. Wang is an entrepreneur who is employed as the Director and Chairman of the Board of Directors of DWGC.

Information relating to the directors, executive officers, partners and members of the Reporting Persons is set forth on Schedule A attached hereto, which is incorporated herein by reference.

(d) None of the Reporting Persons and, to the best of their knowledge, the persons listed on Schedule A hereto, has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors)

(e) None of the Reporting Persons and, to the best of their knowledge, the persons listed on Schedule A hereto, has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction, and as a result of such proceeding was or is subject to any judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

### Item 3. Source and Amount of Funds or Other Consideration.

On September 7, 2018, as part of a reorganization (the “Reorganization”) involving the Reporting Persons, 75,826,927 Class B Shares were transferred from WAI to WAE in exchange for 93.6848 shares of Common Stock of WAE, pursuant to the terms of a Contribution and Exchange Agreement (the “Contribution Agreement”). Each Class B share is convertible into one Class A Share at any time.

### Item 4. Purpose of Transaction.

The Reporting Persons acquired 75,826,927 Class B Shares from WAI as part of the Reorganization, which was completed for tax planning purposes.

On September 14, 2018, WAE sold 24,057,143 Class B Shares back to the Issuer for \$421,000,002.50 pursuant to the terms of a Stock Repurchase and Cancellation Agreement (the “Stock Repurchase Agreement”).

Except as described herein, the Reporting Persons do not have any present plans or proposals that relate to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. However, the Reporting Persons reserve the right to formulate in the future plans or proposals which may relate to or result in the transactions described in subparagraphs (a) through (j) of this Item 4.

The Reporting Persons may, from time to time, make additional purchases of securities of the Issuer either in the open market or in privately-negotiated transactions, depending upon the Reporting Persons’ evaluation of the Issuer’s business, prospects and financial condition, the market for such securities, other opportunities available to the Reporting Persons, general economic conditions, stock market conditions and other factors. Depending upon the factors noted above, the Reporting Persons may also decide to hold or dispose of all or part of their investments in securities of the Issuer and/or enter into derivative transactions with institutional counterparties with respect to the Issuer’s securities.

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### Item 5. Interest in Securities of the Issuer.

(a) As of the date of this Schedule, the Reporting Persons beneficially own an aggregate of 51,769,784 Class A Shares issuable upon conversion of the Class B Shares, or 50.0% of the Issuer’s Class A Shares (including those Class A Shares issuable upon conversion of the Class B Shares). The beneficial ownership percentages used in this Schedule are calculated based on a total of 103,514 Class A Shares including (i) 51,744,412 Class A Shares issued and outstanding as of July 31, 2018 as provided in the Issuer’s Form 10-Q filed on August 7, 2018 and (ii) 51,769,784 Class A Shares that are issuable upon conversion of the Reporting Person’s 51,769,784 Class B Shares, which are convertible at any time.

(b) The Reporting Persons are deemed to share voting and dispositive power with respect to all 51,769,784 Class A Shares that are issuable upon conversion of the Class B Shares.

(c) Except as described in Items 3 and 4 of this Schedule, which descriptions are incorporated herein by reference, to the knowledge of the Reporting Persons, none of the persons named in response to Item 5(a) has effected any transactions in the Class A Shares or Class B Shares of the Issuer during the past 60 days.

(d) Except as disclosed in Item 2, no person is known to the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any securities covered by this Schedule.

(e) Not Applicable.

### Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to the Issuer.

Pursuant to Rule 13d-i(k) promulgated under the Exchange Act, the Reporting Persons have entered into an agreement attached hereto as Exhibit 1, with respect to the joint filing of this Schedule 13D and any amendment or amendments hereto.

The description of the Contribution Agreement described in Item 4 above is incorporated into this Item 6 by reference. The summary of the Contribution Agreement is qualified in its entirety by reference to the Contribution Agreement, a copy of which is attached hereto as Exhibit 2.

The description of the Stock Repurchase and Cancellation Agreement described in Item 4 above is incorporated into this Item 6 by reference. The summary of the Stock Repurchase Agreement is qualified in its entirety by reference to the Stock Repurchase Agreement, a copy of which is attached hereto as Exhibit 3.

Except as described herein, there are no contracts, arrangements, undertakings or relationship (legal or otherwise) among the persons named in Item 2 above or between such persons and any other person with respect to any securities of the Issuer.

### Item 7. Materials to be Filed as Exhibits.

Exhibit 1            Joint Filing Agreement dated September 17, 2018 by the Reporting Persons



Exhibit 2 Contribution and Exchange Agreement by and among the Wanda America Entertainment, Inc., Qingdao Wanda Movie & TV Investment Co., Ltd., Wanda Culture Holding Co. Limited, and Wanda America Investment Holding Co. Ltd., dated as of September 7, 2018.

Exhibit 3 Stock Repurchase and Cancellation Agreement, by and between Wanda America Entertainment, Inc. and AMC Entertainment Holdings, Inc., dated September 14, 2018.

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**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: September 17, 2018

**WANDA AMERICA ENTERTAINMENT, INC.**

By: /s/ Lin Zhang  
Name: Lin Zhang  
Title: Director

**QINGDAO WANDA MOVIE AND TV INVESTMENT CO., LTD.**

By: /s/ Lin Zhang  
Name: Lin Zhang  
Title: Legal Representative

**DALIAN WANDA GROUP BUSINESS SERVICE CO., LTD.**

By: /s/ Lin Zhang  
Name: Lin Zhang  
Title: Legal Representative

**WANDA AMERICA INVESTMENT HOLDING CO. LTD.**

By: /s/ Lin Zhang  
Name: Lin Zhang  
Title: Director

**QINGDAO WANDA CULTURE INVESTMENT CO., LTD.**

By: /s/ Lin Zhang  
Name: Lin Zhang  
Title: Legal Representative

**BEIJING WANDA INVESTMENT CO., LTD.**

By: /s/ Lin Zhang  
Name: Lin Zhang  
Title: Legal Representative

**BEIJING WANDA CULTURE INDUSTRY GROUP CO., LTD.**

By: /s/ Benxi Ding  
Name: Benxi Ding  
Title: Legal Representative

**DALIAN WANDA GROUP CO., LTD.**

By: /s/ Jianlin Wang  
Name: Jianlin Wang  
Title: Legal Representative

**DALIAN HEXING INVESTMENT CO., LTD.**

By: /s/ Jianlin Wang  
 Name: Jianlin Wang  
 Title: Legal Representative

/s/ Jianlin Wang  
 Jianlin Wang

**Schedule A**

**Directors, Executive Officers, Partners and Members of the Reporting Persons**

**Wanda America Entertainment, Inc.**

<b>Name and Title(s)</b>	<b>Business Address</b>	<b>Present Principal Occupation and Employment</b>	<b>Citizenship/Place of Organization</b>
Zhang Lin, Director	850 New Burton Road, Suit 201, Delaware 19904, County of Kent, State of Delaware	Professional Manager, Director of Wanda America Entertainment, Inc.	People's Republic of China
Qingdao Wanda Movie and TV Investment Co., Ltd., member of Wanda America Entertainment, Inc.	1607 East Dongyue Road, Huangdao District, Qingdao City, Shandong Province, the People's Republic of China		People's Republic of China

**Qingdao Wanda Movie and TV Investment Co., Ltd.**

<b>Name and Title(s)</b>	<b>Business Address</b>	<b>Present Principal Occupation and Employment</b>	<b>Citizenship/Place of Organization</b>
Zhang Lin, Executive Director	1607 East Dongyue Road, Huangdao District, Qingdao City, Shandong Province, the People's Republic of China	Professional Manager, General Manager of Qingdao Wanda Movie and TV Investment Co., Ltd.	People's Republic of China
Zhang Lin, General Manager	1607 East Dongyue Road, Huangdao District, Qingdao City, Shandong Province, the People's Republic of China	Professional Manager, General Manager of Qingdao Wanda Movie and TV Investment Co., Ltd.	People's Republic of China
Dalian Wanda Group Business Service Co., Ltd., member of Qingdao Wanda Movie and TV Investment Co., Ltd.	539 Changjiang Road, Xigang District, Dalian City, Liaoning Province, the People's Republic of China		People's Republic of China

**Dalian Wanda Group Business Service Co., Ltd.**

<b>Name and Title(s)</b>	<b>Business Address</b>	<b>Present Principal Occupation and Employment</b>	<b>Citizenship/Place of Organization</b>
Zhang Lin, Executive Director	539 Changjiang Road, Xigang District, Dalian City, Liaoning Province, the People's Republic of China	Professional Manager, Executive Director of Dalian Wanda Group Business Service Co., Ltd.	People's Republic of China
Han Xu, General Manager	539 Changjiang Road, Xigang District, Dalian City, Liaoning Province, the People's Republic of China	Professional Manager, General Manager of Dalian Wanda Group Business Service Co., Ltd.	People's Republic of China

**Wanda America Investment Holding Co. Ltd.**

**Present Principal**

<b>Name and Title(s)</b>	<b>Business Address</b>	<b>Occupation and Employment</b>	<b>Citizenship/Place of Organization</b>
Lin Zhang, Director	The City of Wilmington, County of New Castle, State of Delaware	Professional Manager, Director of Wanda America Investment Holding Co. Ltd.	People's Republic of China
Qingdao Wanda Culture Investment Co., Ltd., member of Wanda America Investment Holding Co. Ltd.	1607 East Dongyue Road, Huangdao District, Qingdao City, Shandong Province, the People's Republic of China		People's Republic of China

**Qingdao Wanda Culture Investment Co., Ltd.**

<b>Name and Title(s)</b>	<b>Business Address</b>	<b>Present Principal Occupation and Employment</b>	<b>Citizenship/Place of Organization</b>
Lin Zhang, Executive Director	1607 East Dongyue Road, Huangdao District, Qingdao City, Shandong Province, the People's Republic of China	Professional Manager, General Manager of Qingdao Wanda Culture Investment Co., Ltd.	People's Republic of China
Lin Zhang, General Manager	1607 East Dongyue Road, Huangdao District, Qingdao City, Shandong Province, the People's Republic of China	Professional Manager, General Manager of Qingdao Wanda Culture Investment Co., Ltd.	People's Republic of China
Beijing Wanda Investment Co., Ltd., member of Qingdao Wanda Culture Investment Co., Ltd.	3/F Building 8, Wanda Plaza, 93 Jianguo Road, Chaoyang District, Beijing, the People's Republic of China		People's Republic of China

**Beijing Wanda Investment Co., Ltd.**

<b>Name and Title(s)</b>	<b>Business Address</b>	<b>Present Principal Occupation and Employment</b>	<b>Citizenship/Place of Organization</b>
Lin Zhang, Executive Director	3/F Building 8, Wanda Plaza, 93 Jianguo Road, Chaoyang District, Beijing, the People's Republic of China	Professional Manager, Manager of Beijing Wanda Investment Co., Ltd.	People's Republic of China
Lin Zhang, Manager	3/F Building 8, Wanda Plaza, 93 Jianguo Road, Chaoyang District, Beijing, the People's Republic of China	Professional Manager, Manager of Beijing Wanda Investment Co., Ltd.	People's Republic of China
Beijing Wanda Culture Industry Group Co., Ltd., member of Beijing Wanda Investment Co., Ltd.	Room 2001, No. 75 XinhuaBei Road, Tongzhou District, Beijing, the People's Republic of China		People's Republic of China

**Beijing Wanda Culture Industry Group Co., Ltd.**

<b>Name and Title(s)</b>	<b>Business Address</b>	<b>Present Principal Occupation and Employment</b>	<b>Citizenship/Place of Organization</b>
Benxi Ding, Executive Director	Room 2001, No. 75 XinhuaBei Road, Tongzhou District, Beijing, the People's Republic of China	Professional Manager, Executive Director of Beijing Wanda Culture Industry Group Co., Ltd.	People's Republic of China
Lin Zhang, General Manager	Room 2001, No. 75 XinhuaBei Road, Tongzhou District, Beijing, the People's Republic of China	Professional Manager, General Manager of Beijing Wanda Culture Industry Group Co., Ltd.	People's Republic of China
Dalian Wanda Group Co., Ltd., member of Beijing Wanda Culture Industry Group Co., Ltd.	539 Changjiang Road, Xigang District, Dalian City, Liaoning Province, the People's Republic of China		People's Republic of China

**Dalian Wanda Group Co., Ltd.**

<b>Name and Title(s)</b>	<b>Business Address</b>	<b>Employment</b>	<b>Organization</b>
Benxi Ding, Director	539 Changjiang Road, Xigang District, Dalian City, Liaoning Province, the People's Republic of China	Professional Manager, Director of Dalian Wanda Group Co., Ltd.	People's Republic of China
Benxi Ding, General Manager	539 Changjiang Road, Xigang District, Dalian City, Liaoning Province, the People's Republic of China	Professional Manager, General Manager of Dalian Wanda Group Co., Ltd.	People's Republic of China
Dalian Hexing Investment Co., Ltd., member of Dalian Wanda Group Co., Ltd.	539 Changjiang Road, Xigang District, Dalian City, Liaoning Province, the People's Republic of China		People's Republic of China

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#### **Dalian Hexing Investment Co., Ltd.**

<b>Name and Title(s)</b>	<b>Business Address</b>	<b>Present Principal Occupation and Employment</b>	<b>Citizenship/Place of Organization</b>
Jianlin Wang, Executive Director	539 Changjiang Road, Xigang District, Dalian City, Liaoning Province, the People's Republic of China	Entrepreneur, Executive Director of Dalian Hexing Investment Co., Ltd.	People's Republic of China
Jianlin Wang, General Manager	539 Changjiang Road, Xigang District, Dalian City, Liaoning Province, the People's Republic of China	Entrepreneur, General Manager of Dalian Hexing Investment Co., Ltd.	People's Republic of China
Jianlin Wang, member of Dalian Hexing Investment Co., Ltd.	539 Changjiang Road, Xigang District, Dalian City, Liaoning Province, the People's Republic of China	Entrepreneur, General Manager of Dalian Hexing Investment Co., Ltd.	People's Republic of China

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## **Section 2: EX-1 (EX-1)**

**Exhibit 1**

### **Joint Filing Agreement**

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree (i) to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the shares of Class A Common Stock, par value US\$0.01 per share, of AMC Entertainment Holdings, Inc., a Delaware corporation, and (ii) that this Agreement may be included as Exhibit 1 to such joint filing. The undersigned acknowledge that each shall be responsible for the timely filing of any amendments to such joint filing and for the completeness and accuracy of the information concerning him or it contained herein and therein, but shall not be responsible for the completeness and accuracy of the information concerning the others. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of September 17, 2018.

**WANDA AMERICA ENTERTAINMENT, INC.**

By: /s/ Lin Zhang  
Name: Lin Zhang  
Title: Director

**QINGDAO WANDA MOVIE AND TV INVESTMENT CO., LTD.**

By: /s/ Lin Zhang  
Name: Lin Zhang  
Title: Legal Representative

**DALIAN WANDA GROUP BUSINESS SERVICE CO., LTD.**

By: /s/ Lin Zhang  
Name: Lin Zhang  
Title: Legal Representative

**WANDA AMERICA INVESTMENT HOLDING CO. LTD.**

By: /s/ Lin Zhang  
Name: Lin Zhang  
Title: Director

**QINGDAO WANDA CULTURE INVESTMENT CO., LTD.**

By: /s/ Lin Zhang  
Name: Lin Zhang  
Title: Legal Representative

**BEIJING WANDA INVESTMENT CO., LTD.**

By: /s/ Lin Zhang  
Name: Lin Zhang  
Title: Legal Representative

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**BEIJING WANDA CULTURE INDUSTRY GROUP CO., LTD.**

By: /s/ Benxi Ding  
Name: Benxi Ding  
Title: Legal Representative

**DALIAN WANDA GROUP CO., LTD.**

By: /s/ Jianlin Wang  
Name: Jianlin Wang  
Title: Legal Representative

**DALIAN HEXING INVESTMENT CO., LTD.**

By: /s/ Jianlin Wang  
Name: Jianlin Wang  
Title: Legal Representative

/s/ Jianlin Wang  
**Jianlin Wang**

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## Section 3: EX-2 (EX-2)

Exhibit 2

### CONTRIBUTION AND EXCHANGE AGREEMENT

This Contribution and Exchange Agreement (this “**Agreement**”) is made as of September 7, 2018 (the “**Effective Date**”), by and among Wanda America Entertainment, Inc., a Delaware corporation with its principal address at 850 New Burton Road, Suit 201, Delaware 19904, County of Kent, State of Delaware (the “**Company**”), Qingdao Wanda Movie & TV Investment Co., Ltd. (青岛万达影视投资有限公司), a limited liability company incorporated and existing under the laws of the People’s Republic of China, with its legal address at No. 1607, East Dongyue Road Huangdao District, Qingdao City, the People’s Republic of China (“**QWM**”), Wanda Culture Holding Co. Limited (萬達文化控股有限公司), a corporation incorporated and existing under the laws of Hong Kong, with its principal address at Unit 606, 6th Floor, Alliance Building, 133 Connaught Road Central, Hong Kong (“**WCH**”), and Wanda America Investment Holding Co. Ltd., a Delaware corporation, with its principal address at the City of Wilmington, County of New Castle, State of Delaware (“**WAI**” and, together with QWM and WCH, the “**Contributors**” and

each a “Contributor”).

**WHEREAS**, the Company and the Contributors wish to enter into this Agreement, pursuant to which each Contributor will transfer to the Company the assets listed opposite their respective names on Schedule A attached hereto (collectively, the “**Contributed Assets**”), in exchange for shares of the Company’s common stock, \$0.01 par value per share (the “**Common Stock**”), with a value equivalent to the value of the Contributed Assets contributed to the Company by such Contributor, as set forth on Schedule A (collectively, referred to as the “**2018 Contribution**”); and

**WHEREAS**, for U.S. federal income tax purposes, WAI’s contribution of the AMC Shares (as defined on Schedule A) and QWM’s contribution of the QWM Note (as defined on Schedule A) in exchange for Common Stock of the Company are intended to be treated as an integrated transaction described in Section 351 of the Internal Revenue Code of 1986, as amended (the “**Code**”).

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Company and the Contributors agree as follows:

## ARTICLE I

### CONTRIBUTION AND CANCELLATION

**Section 1.01** As of the Effective Date, prior to the transactions described in Section 1.02 and 1.03 hereof, each Contributor hereby contributes, assigns, transfers, conveys and delivers to the Company, and the Company hereby accepts and acquires from such Contributor, all of such Contributor’s right, title and interest in and to the payables set forth opposite its name on Schedule A (the “**Payables**”), and WCH contributes, assigns, transfers, conveys and delivers to the Company, and the Company hereby accepts and acquires from WCH, all of WCH’s right, title and interest in and to the 100-Year Note (as defined on Schedule A), in each case, free and clear of any mortgage, pledge, security interest, conditional sale or other title retention agreement, encumbrance, lien, easement, option, debt, charge, claim or restriction of any kind

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(the “**Contribution of Intercompany Payables**”). As a result of the Contribution of Intercompany Payables, each of the Payables set forth on Schedule A and the 100-Year Note shall be cancelled and each Contributor shall cease to have any rights with respect to its respective Payables and WCH shall cease to have any rights with respect to the 100-Year Note, except the right to receive Common Stock as provided herein.

**Section 1.02** As of the Effective Date, immediately after the Contribution of Intercompany Payables, QWM contributes to the Company all of its right, title and interest in and to the QWM Note, free and clear of any mortgage, pledge, security interest, conditional sale or other title retention agreement, encumbrance, lien, easement, option, debt, charge, claim or restriction of any kind, and the Company does hereby accept such transfer and conveyance.

**Section 1.03** As of the Effective Date, immediately after the Contribution of Intercompany Payables, WAI contributes to the Company all of its right, title and interest in and to the AMC Shares, free and clear of any mortgage, pledge, security interest, conditional sale or other title retention agreement, encumbrance, lien, easement, option, debt, charge, claim or restriction of any kind, and the Company does hereby accept such transfer and conveyance. Within five (5) days of the Effective Date, WAI shall cause a duly executed stock certificate evidencing the AMC Shares in the Company’s name to be delivered to the Company or such other evidence reasonably satisfactory to the Company that the Company has been entered as the owner of record of the AMC Shares as of the Effective Date in the books and records of AMC, in each case the delivery of which is hereby acknowledged to be an express condition of the Company’s obligation to issue Shares (as hereinafter defined) to WAI.

## ARTICLE II

### CONSIDERATION

**Section 2.01** In exchange for the Contributed Assets as set forth in Article I above, the Company hereby issues to each Contributor that number of shares of Common Stock set forth opposite such Contributor’s name on Schedule A (the “**Shares**”). The Company shall deliver to each Contributor one or more stock certificates representing the Shares acquired pursuant to this Agreement. All Shares issued in exchange for the Contributed Assets in accordance with the terms of this Agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the Contributed Assets.

**Section 2.02** The Shares issued pursuant to this Agreement shall be governed by the terms of the Company’s Certificate of Incorporation, filed with the Secretary of State of the State of Delaware on November 30, 2015, as amended from time to time.

## ARTICLE III

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company hereby represents and warrants to the Contributors that:

**Section 3.01** Organization. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. The Company has full

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corporate power and authority to own and operate its properties and to carry on its business as now conducted.

**Section 3.02** Power and Authority. The Company has the requisite power and authority to execute and deliver this Agreement, and all other agreements and instruments contemplated hereby to which the Company is a party, and to perform its obligations hereunder and thereunder. This Agreement and all other agreements and instruments contemplated hereby to which it is a party have been duly authorized, executed and delivered by or on behalf of it. Assuming the due authorization, execution, delivery and performance of this Agreement and all other agreements and instruments contemplated hereby by the other parties hereof and thereof, this Agreement and all other agreements and instruments contemplated hereby to which the Company is a party are legal, valid and binding agreements, enforceable against it in accordance with their terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

**Section 3.03** No Contravention. Neither the execution, delivery or performance by the Company of this Agreement nor the consummation of the transactions contemplated hereby, or compliance by the Company with any of the provisions hereof, will conflict with, or result in a breach, violation of or default (with or without notice or lapse of time, or both) under, create any liability under, or give rise to a right of termination, modification, prepayment, suspension, limitation, revocation, acceleration or cancellation under (a) the provisions of the Company's governing organizational documents, (b) any applicable law, rule, regulation or order, or (c) any agreement or other instrument binding upon the Company or any of the Company's assets.

**Section 3.04** No Consents. No consent, approval, qualification, order or authorization, or filing with, any individual, partnership, joint-stock company, corporation, limited liability company, trust or unincorporated organization, or any other form of entity, or a government or agency or political subdivision thereof, is required on the part of the Company in connection with the valid execution, delivery or performance of this Agreement by the Company and the offer or issuance of the Shares by the Company, except for the consents and filings which have been or will be made or obtained prior to the date of this Agreement or which would not impair, prohibit or delay the Company's ability to offer or issue the Shares in accordance with this Agreement.

**Section 3.05** Restricted Securities. The Company is an "accredited investor," as such term is defined under the U.S. Securities Act of 1933, as amended (the "Securities Act") and is acquiring the AMC Shares for investment purposes for its own account only and not with a view to or for sale in connection with any distribution of all or any part of the Shares. The Company acknowledges that the AMC Shares to be contributed to it will be characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration statement under the Securities Act, and the AMC Shares are registered under any other applicable securities laws, or pursuant

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to an exemption from registration under the Securities Act and any other applicable securities laws.

**Section 3.06** Capitalization. The Company has authorized a sufficient number of Shares to consummate the transactions contemplated by this Agreement.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF THE CONTRIBUTORS.

Each Contributor, severally and not jointly, hereby represents and warrants to the Company that:

**Section 4.01** Organization. Each Contributor is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation. Each Contributor has full power and authority to own and operate its properties and to carry on its business as now conducted.

**Section 4.02** Power and Authority. Each Contributor has the requisite power and authority to execute and deliver this Agreement, and all other agreements and instruments contemplated hereby to which such Contributor is a party, and to perform its obligations hereunder and thereunder. This Agreement and all other agreements and instruments contemplated hereby to which it is a party have been duly authorized, executed and delivered by or on behalf of each Contributor. Assuming the due authorization, execution, delivery and performance of this Agreement and all other agreements and instruments contemplated hereby by the other parties hereof and thereof, this Agreement and all other agreements and instruments contemplated hereby to which the Contributor is a party are legal, valid and binding agreements, enforceable against it in accordance with their terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

**Section 4.03** No Contravention. Neither the execution, delivery or performance by the Contributor of this Agreement nor the consummation of the transactions contemplated hereby, or compliance by the Contributor with any of the provisions hereof, will conflict with, or result in a breach, violation of or default (with or without notice or lapse of time, or both) under, create any liability under, or give rise to a right of termination, modification, prepayment, suspension, limitation, revocation, acceleration or cancellation under (a) the provisions of the Contributor's governing organizational documents, (b) any applicable law, rule, regulation or order, or (c) any agreement or other instrument binding upon the Contributor or any of the Contributor's assets.

**Section 4.04** No Consents. No consent, approval, qualification, order or authorization or, or filing with, any individual, partnership,

joint-stock company, corporation, limited liability company, trust or unincorporated organization, or any other form of entity, or a government or agency or political subdivision thereof, is required on the part of the Contributor in connection with the valid execution, delivery or performance of this Agreement by the Contributor, except for the consents and filings which have been or will be made or obtained prior to the date of this

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Agreement or which would not impair, prohibit or delay the Contributor's ability to offer or issue the Shares in accordance with this Agreement.

**Section 4.05** No Encumbrances. Each Contributor has good and valid title to its respective Contributed Assets free and clear of any and all mortgage, pledge, security interest, conditional sale or other title retention agreement, encumbrance, lien, easement, option, debt, charge, claim or restriction of any kind. WAI is not a party to any voting or other agreement to sell or otherwise transfer the AMC Shares being contributed to the Company pursuant to the terms of this Agreement.

**Section 4.06** Restricted Securities. Each Contributor is an "accredited investor," as such term is defined under the Securities Act and is acquiring the Shares for investment purposes for its own account only and not with a view to or for sale in connection with any distribution of all or any part of the Shares. Each Contributor acknowledges that the Shares to be issued to it will be characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration statement under the Securities Act, and the Shares are registered under any other applicable securities laws, or pursuant to an exemption from registration under the Securities Act and any other applicable securities laws.

## ARTICLE V

### COVENANTS

**Section 5.01** Legends. All certificates evidencing Shares shall, at the Company's discretion, bear the following legends:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 OF SUCH ACT."

If required by the authorities of any State in connection with the issuance of the Shares, the legend or legends required by such State authorities shall also be endorsed on all such certificates.

**Section 5.02** Tax Treatment. It is intended that for U.S. federal income tax purposes, WAI's contribution of the AMC Shares and QWM's contribution of the QWM Note to the Company in exchange for the Shares shall be treated as an integrated transaction described in Section 351 of the Code.

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## ARTICLE VI

### MISCELLANEOUS

**Section 6.01** Amendment. Any modification, waiver, amendment or termination of this Agreement or any provision hereof, shall be effective only if in writing and signed by all of the parties to this Agreement.

**Section 6.02** Assignment. This Agreement and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred by the Company (whether by operation of law, by contract, or otherwise) without the prior written consent of the other parties hereto.

**Section 6.03** Binding Effect. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**Section 6.04** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**Section 6.05** Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto in respect of the subject matter hereof, and supersedes all prior agreements or understandings among the parties hereto in respect of the subject matter hereof.

**Section 6.06** Governing Law. This Agreement shall be enforced, governed, and construed in all respects in accordance with the laws of the State of New York.

**Section 6.07** Headings. The article and section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

**Section 6.08** Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission)



or (iii) one business day following the day sent by overnight courier (with written confirmation of receipt).

**Section 6.09** No Violation of Law. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to contribute, transfer, assign or deliver the Contributed Assets if an attempted contribution, transfer, assignment or delivery thereof, without the consent of a governmental authority, would constitute a violation of law.

**Section 6.10** Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held (by a court of jurisdiction) to be invalid, illegal, or unenforceable under the applicable law of any jurisdiction, (i) the remainder of this Agreement or the application of such provision to other persons or circumstances or in other

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jurisdictions shall not be affected thereby, and (ii) such invalid, illegal, or unenforceable provision shall not affect the validity or enforceability of any other provision of this Agreement.

**Section 6.11** Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person other than the parties hereto and their respective permitted assigns, any rights or remedies under this Agreement.

**Section 6.12** Waiver. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by any party.

**Section 6.13** Further Assurances. The parties agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Contribution and Exchange Agreement as of the date first written above.

**COMPANY:**

WANDA AMERICA ENTERTAINMENT, INC.

By: /s/ Lin Zhang

Name: Lin Zhang

Title: Director

Address: 850 New Burton Road, Suit 201, Delaware 19904, County of Kent, State of Delaware

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**IN WITNESS WHEREOF**, the parties have executed this Contribution and Exchange Agreement as of the date first written above.

**CONTRIBUTOR:**

QINGDAO WANDA MOVIE & TV INVESTMENT CO., LTD.

By: /s/ Lin Zhang

Name: Lin Zhang

Title: Legal Representative

Address: No. 1607, East Dongyue Road, Huangdao District, Qingdao City, the People's Republic of China

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**IN WITNESS WHEREOF**, the parties have executed this Contribution and Exchange Agreement as of the date first written

above.

**CONTRIBUTOR:**

WANDA CULTURE HOLDING CO. LIMITED

By: /s/ Lin Zhang

Name: Lin Zhang

Title: Director

Address: Unit 606, 6th Floor, Alliance Building, 133 Connaught Road Central, Hong Kong

IN WITNESS WHEREOF, the parties have executed this Contribution and Exchange Agreement as of the date first written

above.

**CONTRIBUTOR:**

WANDA AMERICA INVESTMENT HOLDING CO. LTD.

By: /s/ Lin Zhang

Name: Lin Zhang

Title: Director

Address: City of Wilmington, County of New Castle, State of Delaware

**Schedule A**

Contributor	Shares Owned	Contributed Assets		Shares Issued for	Total Shares	Percentage Interest
	before the 2018	Intercompany Payables	QWM Note and AMC Shares			
	Contribution			Contributed Assets	the Contribution	following the 2018
						Contribution
Qingdao Wanda Movie & TV Investment Co., Ltd. (QWM)	100	US \$354,221.01	Promissory note in the principal amount of US \$250,000,000.00 issued by WCG to QWM (the "QWM Note")	18.2561	118.2561	48.6834%
		Payable from the Company to QWM				
Wanda America Investment Holding Co. Ltd. (WAI)	0	US \$34,395,605.00	75,826,927 shares of Class B common stock of AMC Entertainment Holdings, Inc. ("AMC"), which corresponds to 59.44% of the issued and outstanding shares of common stock of AMC (the "AMC Shares")	95.3508	95.3508	39.2538%
		Payable from the Company to QWM that was assigned by WCG				
		US \$44,330,000.00				
		Payable from the Company to WAI				
		US \$367,145,217.59				
		Payable from the Company to WCH				

<b>Wanda Culture Holding Co. Limited (WCH)</b>	0	100-year promissory note in the principal amount of US \$412,500,000.00 issued by the Company to WCH (the “ <b>100-Year Note</b> ”)	—	29.3016	29.3016	12.0628%
<b>Total</b>	100	US \$858,725,043.60	US\$1,631,777,229.71	142.9085	242.9085	100%

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## Section 4: EX-3 (EX-3)

Exhibit 3

### STOCK REPURCHASE AND CANCELLATION AGREEMENT

BY AND BETWEEN

WANDA AMERICA ENTERTAINMENT, INC.

AND

AMC ENTERTAINMENT HOLDINGS, INC.

DATED AS OF SEPTEMBER 14, 2018

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## STOCK REPURCHASE AND CANCELLATION AGREEMENT

THIS STOCK REPURCHASE AND CANCELLATION AGREEMENT (this “Agreement”) is made and entered into as of September 14, 2018, by and between Wanda America Entertainment, Inc., a Delaware corporation (“Wanda”), and AMC Entertainment Holdings, Inc., a Delaware corporation (the “Company”).

WHEREAS, Wanda owns 75,826,927 shares of Class B common stock, par value \$0.01 per share, of the Company (the “Class B Common Stock”) and, such shares of Class B Common Stock, collectively, the “Wanda Shares”);

WHEREAS, the Company agrees to purchase from Wanda and Wanda agrees to sell to the Company 24,057,143 Wanda Shares, on the terms and subject to the conditions set forth in this Agreement (the “Wanda Repurchase Transaction”);

WHEREAS, the Company is financing the Wanda Repurchase Transaction with a portion of the proceeds received by the Company from the issuance and sale of \$600,000,000 aggregate principal amount of the Company’s 2.95% Convertible Notes due 2024 (the “Notes”) and, such issuance and sale, the “Note Issuance”), pursuant to an Indenture, dated as of the date hereof (the “Indenture”), by and between the Company, the guarantors listed on the signature pages thereto and U.S. Bank National Association, as trustee, governing the terms of the Notes;

WHEREAS, pursuant to the terms of the Indenture, on the second anniversary of the Note Issuance, the Conversion Rate may be adjusted under certain circumstances which, upon a conversion of the Notes, would result in the holders thereof receiving additional shares of Class A Common Stock; and

WHEREAS, in order to induce the Company to enter into the Indenture and to effectuate the Wanda Repurchase Transaction, among other things, Wanda agrees, on the terms and subject to the conditions set forth herein, that a portion of its Wanda Shares will be forfeited to the

Company and canceled for no consideration in the event that any such additional shares are required to be issued to the Company upon conversion of the Notes.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

“Action” shall mean any judicial, administrative, governmental or arbitral action, suit, claim or proceeding (public or private).

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“Aggregate Purchase Price” shall have the meaning set forth in Section 2.1.

“Agreement” shall have the meaning set forth in the preamble hereto.

“Board” shall have the meaning set forth in Section 6.3.

“Business Day” shall mean any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in New York, New York.

“Class A Common Stock” shall mean the Company’s Class A common stock, par value \$0.01 per share.

“Class B Common Stock” shall have the meaning set forth in the recitals hereto.

“Closing” shall have the meaning set forth in Section 2.2(a).

“Common Stock” shall mean, collectively, the Class A Common Stock and the Class B Common Stock.

“Company” shall have the meaning set forth in the preamble hereto.

“Consents” shall mean all notices, reports, filings, consents, clearances, ratifications, authorizations, waivers, licenses, exemptions, orders, actions or non-actions or similar approvals.

“Contracts” shall mean any written legally binding contracts, agreements, subcontracts, leases, licenses and purchase orders.

“Conversion Calculation Notice” shall have the meaning set forth in Section 3.3(a).

“Conversion Date” shall have the meaning as set forth in the Indenture.

“Conversion Notice” shall have the meaning as set forth in the Indenture.

“Conversion Rate” shall have the meaning as set forth in the Indenture.

“Conversion Rate Reset” shall have the meaning set forth in Section 3.2(a).

“Conversion Rate Reset” shall have the meaning set forth in Section 3.2(a).

“Conversion Rate Reset Calculation Notice” shall have the meaning set forth in Section 3.2(a).

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the Commission from time to time thereunder (or under any successor statute).

“Forfeited Shares” shall have the meaning set forth in Section 3.3(a).

“Governmental Authority” shall mean any federal, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency, instrumentality, court or tribunal.

“Governmental Order” shall mean any order, writ, judgment, stipulation, determination, or award made, issued, or entered into by or with any Governmental Authority.

“Indenture” shall have the meaning set forth in the recitals hereto.

“Investment Agreement” shall mean the Investment Agreement, dated as of the date hereof, by and between the Company and Silver Lake.

“IRS” shall have the meaning set forth in Section 2.2(b)(iii).

“Law” shall mean any statute, law, ordinance, rule, regulation or Governmental Order, in each case, of any Governmental Authority.

“Lien” shall mean any option, call, contract, commitment, mortgage, pledge, security interest, encumbrance, lien, tax, claim or charge of any kind or right of others of whatever nature.

“Maturity Date” shall have the meaning as set forth in the Indenture.

“Maximum Wanda Share Cancellation Amount” shall have the meaning set forth in Section 3.1.

“Note Issuance” shall have the meaning set forth in the recitals hereto.

“Notes” shall have the meaning set forth in the recitals hereto.

“Per Share Purchase Price” shall have the meaning set forth in Section 2.1.

“Permitted Liens” shall mean any Lien resulting from this Agreement and any restriction or encumbrance resulting from any federal or state securities statute, law, rule or regulation.

“Person” or “person” shall mean an individual, corporation, limited liability or unlimited liability company, association, partnership, trust, estate, joint venture, business trust or unincorporated organization, or a government or any agency or political subdivision thereof, or other entity of any kind or nature.

“Rating Agencies” shall mean each of Moody’s Investors Service, Inc. and Standard & Poor’s Ratings Services.

“Reset Share Cancellation Amount” shall have the meaning set forth in Section 3.2(a).

“Silver Lake” shall mean Silver Lake Alpine, L.P., a Delaware limited partnership.

“Special Dividend” shall have the meaning set forth in Section 6.2.

“Special Dividend Per Share Amount” shall mean the quotient obtained by dividing the amount of the Special Dividend by the number of outstanding shares of Common Stock on the Special Dividend Record Date.

“Special Dividend Record Date” shall mean September 25, 2018.

“Transfer Agent” shall mean the Company, the transfer agent and registrar for the Common Stock.

“Wanda” shall have the meaning set forth in the preamble hereto.

“Wanda Repurchase Shares” shall have the meaning set forth in Section 2.1.

“Wanda Repurchase Transaction” shall have the meaning set forth in the recitals hereto.

“Wanda Shares” shall have the meaning set forth in the recitals hereto.

Section 1.2 Interpretation. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article and Section references are to this Agreement unless otherwise specified. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

## ARTICLE II

### WANDA SHARE REPURCHASE

Section 2.1 Repurchase of Wanda Shares. Upon the terms and subject to the conditions hereof, concurrently with the execution and delivery of this Agreement, the Company hereby purchases from Wanda, and Wanda hereby sells to the Company, 24,057,143 Wanda Shares (the “Wanda Repurchase Shares”) at a price per share equal to \$17.50 (the “Per Share Purchase Price”) for an aggregate purchase price equal to \$421,000,002.50 (the “Aggregate Purchase Price”).

Section 2.2 Closing.

(a) Time and Place. Upon the terms and subject to the conditions set forth herein, the closing of the purchase and sale of the Wanda Repurchase Shares (the “Closing”) shall take place remotely via the electronic exchange of documents and signature pages at [8:30] a.m. Eastern Time on the date hereof substantially concurrently with the execution and delivery of this Agreement.

(b) Wanda Deliveries. At the Closing, Wanda shall deliver or cause to be delivered to the Company and the Transfer Agent:

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(i) the Wanda Repurchase Shares in book entry form, free and clear of any Lien, except for any Permitted Lien, duly endorsed in blank or accompanied by stock powers or any other proper instrument of assignment endorsed in blank in proper form for transfer;

(ii) an instruction letter directing the Transfer Agent to transfer the Wanda Repurchase Shares from Wanda to the Company; and

(iii) a duly completed and executed original copy of Internal Revenue Service (the “IRS”) Form W-9 or IRS Form W-8BEN, as applicable.

(c) Company Deliveries. At the Closing, the Company shall deliver or cause to be delivered to Wanda the Aggregate Purchase Price, payable by wire transfer of immediately available funds to an account or accounts that Wanda shall have previously designated in writing prior to the date hereof.

### ARTICLE III

#### WANDA SHARE CANCELLATION

Section 3.1 Maximum Wanda Share Cancellation Amount. At the Closing, 5,666,000 Wanda Shares shall be subject to forfeiture and cancellation pursuant to Section 3.3 (the “Maximum Wanda Share Cancellation Amount”).

Section 3.2 Conversion Rate Reset.

(a) If and only if the Conversion Rate (as defined in the Indenture) is adjusted pursuant to Section 10.06(f) of the Indenture (such adjustment, the “Conversion Rate Reset”), then within three (3) Business Days following the Conversion Rate Reset (or as soon as practicable thereafter), the Company shall deliver written notice to Wanda (the “Conversion Rate Reset Calculation Notice”) setting forth the Company’s calculation of the Reset Share Cancellation Amount and the Conversion Reset Percentage, together with reasonably detailed and appropriate supporting documentation. For purposes hereof:

(i) “Reset Share Cancellation Amount” shall mean the difference between (A) the aggregate amount of shares of Class A Common Stock the Notes would be convertible into immediately following the Conversion Rate Reset in accordance with the Indenture, less (B) the aggregate amount of shares of Class A Common Stock the Notes would be convertible into immediately prior to the Conversion Rate Reset, in each case, in accordance with the Indenture, assuming, in each case, no cash conversion.

(ii) “Conversion Reset Percentage” shall mean the quotient of (A) the Reset Share Cancellation Amount, divided by (B) the aggregate amount of shares of Class A Common Stock the Notes would be convertible into immediately following the Conversion Rate Reset in accordance with the Indenture, assuming no cash conversion.

(b) If the Reset Share Cancellation Amount is less than the Maximum Wanda Share Cancellation Amount, then the number of Wanda Shares subject to forfeiture and

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cancellation pursuant to Section 3.3 shall be adjusted in accordance with Section 3.4 to equal the Reset Share Cancellation Amount.

(c) If no Conversion Rate Reset occurs, all restrictions on the Wanda Shares set forth in this ARTICLE III shall terminate and be of no further force and effect.

Section 3.3 Forfeiture of Cancellation Shares.

(a) If and only if a Conversion Rate Reset occurs and the Company receives a Conversion Notice, within three (3) Business Days following the receipt of such notice by the Company (or as soon as practicable thereafter), the Company shall deliver to Wanda a copy of the Conversion Notice together with a written notice (the “Conversion Calculation Notice”) setting forth the Company’s calculation of the Forfeited Shares which may not exceed the aggregate number of Wanda Shares that, at the time of the applicable conversion, remain subject to forfeiture and cancellation pursuant to this Section 3.3, together with reasonably detailed and appropriate supporting documentation. On the Conversion

Date applicable to such Conversion Notice, the Forfeited Shares shall be forfeited to the Company and canceled for no consideration without any further action by any Person. For purposes hereof, the “Forfeited Shares” shall mean, in respect of any Notes converted in accordance with Article 10 of the Indenture following the occurrence of a Conversion Rate Reset, an amount of Wanda Shares equal to the product of (A) the number of shares of Class A Common Stock issuable in respect of such conversion of Notes (assuming no cash conversion), multiplied by (B) the Conversion Reset Percentage; provided, however, that in no event may such amount exceed the aggregate remaining number of Wanda Shares subject to forfeiture and cancellation pursuant to this ARTICLE III. For the avoidance of doubt, if a Conversion Rate Reset occurs, assuming all of the Notes outstanding immediately following the Conversion Rate Reset are subsequently converted into shares of Class A Common Stock from time to time in accordance with the Indenture, assuming no cash conversion, then all of the Wanda Shares subject to forfeiture and cancellation pursuant to Section 3.3, taking into account any adjustment pursuant to Section 3.2(b), will be forfeited to the Company and cancelled for no consideration pursuant to and in accordance with this Section 3.3 and Section 3.4.

(b) Following the earlier of (i) the Maturity Date (after giving effect to any conversions occurring on such date) and (ii) the first date that no Notes are then outstanding, all of the restrictions on any outstanding Wanda Shares set forth in this ARTICLE III shall terminate and be of no further force and effect.

Section 3.4 Cancellation Share Restrictions and Procedures.

(a) Wanda shall not, directly or indirectly, sell, assign, transfer, convey, pledge, hypothecate or otherwise dispose of any Wanda Shares subject to forfeiture and cancellation pursuant to this ARTICLE III, except as expressly provided in this Agreement.

(b) On the date hereof, Wanda shall instruct the Transfer Agent to designate an amount of shares equal to the Maximum Wanda Share Cancellation Amount as “Wanda Cancellation Shares” and Wanda shall provide irrevocable instructions to the Transfer Agent to cancel and forfeit any such shares for no consideration upon receipt of instructions from the

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Company to do so; provided, that the Company shall not provide such instruction unless such cancellation and forfeiture shall be in accordance with this ARTICLE III. The Transfer Agent shall cause each book entry representing such “Wanda Cancellation Shares” to be notated with the following legend:

THE SALE, ASSIGNMENT, TRANSFER, CONVEYANCE, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED HEREBY IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF A CERTAIN STOCK REPURCHASE AND CANCELLATION AGREEMENT BY AND BETWEEN WANDA AMERICA ENTERTAINMENT, INC. AND AMC ENTERTAINMENT HOLDINGS, INC. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION.

Wanda agrees that the Company in its capacity as Transfer Agent may impose transfer restrictions on the shares notated by the legend referred to in this Section 3.4(b) to enforce the provisions of this Agreement, and the Company agrees to promptly do so. The legend shall be removed with respect to any Wanda Shares subject to forfeiture and cancellation pursuant to this ARTICLE III upon termination or expiration of the restrictions set forth in this Agreement with respect to such Wanda Shares at the written request of Wanda.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF SELLER

Wanda represents and warrants to the Company as follows:

Section 4.1 Title to Repurchase Shares. Wanda owns the Wanda Shares subject to repurchase pursuant to ARTICLE II hereof and the Wanda Shares subject to forfeiture and cancellation pursuant to ARTICLE III hereof, in each case, free and clear of any Liens, except Permitted Liens.

Section 4.2 Authority. Wanda has the requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Wanda and the consummation by Wanda of the transactions contemplated hereby has been duly authorized by the board of directors of Wanda, and no other corporate, stockholder or other proceedings or other actions on the part of Wanda are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Wanda and constitutes the valid and binding obligations of Wanda, enforceable against Wanda in accordance with its terms, except as the same may be limited by the terms of this Agreement, applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity.

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Section 4.3 Approvals. No material consent, approval, authorization or order of, or registration, qualification or filing with, any Governmental Authority or any other Person is required to be obtained or made by Wanda for the execution, delivery or performance by Wanda of this Agreement or the consummation by Wanda of the transactions contemplated hereby.

Section 4.4 No Conflicts. The execution and delivery of this Agreement by Wanda and the consummation by Wanda of the



transactions contemplated hereby do not and will not, (a) violate any provision of, or result in the breach of, any applicable Law to which Wanda is subject or by which any property or asset of Wanda is bound, (b) conflict with the certificate of incorporation, certificate of designation, bylaws or other organizational documents of Wanda or (c) conflict with, violate any provision of or result in a breach of, constitute a default under, require a Consent under, or give rise to a right of termination, modification, notice or cancellation of any Person pursuant to, any Contract to which Wanda is a party or by which its respective assets, rights or properties are bound or affected, or constitute an event which, after notice or lapse of time or both, would result in any such violation, breach, default, termination, modification, notice obligation or cancellation, except to the extent that the occurrence of any of the foregoing items set forth in clauses (a) or (c) would not materially impair or delay Wanda's ability to consummate the transactions contemplated hereby or to perform its obligations hereunder.

Section 4.5 Absence of Litigation. There is no Action pending or, to the knowledge of Wanda, threatened before any Governmental Authority, in each case in respect of Wanda that would materially impair or delay Wanda's ability to consummate the transactions contemplated hereby or to perform its obligations hereunder. Wanda is not party to or subject to, or in default under, any material Governmental Order.

Section 4.6 Receipt of Information. Wanda has received all the information it considers necessary or appropriate for deciding whether to consummate the transactions and agreements contemplated hereby, including the Wanda Repurchase Transaction and the transactions contemplated by ARTICLE III. Wanda has had an opportunity to ask questions and receive answers from the Company regarding the transactions and agreements contemplated hereby, including the Wanda Repurchase Transaction and the transactions contemplated by ARTICLE III, and the business and financial condition of the Company, and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information furnished to it or to which it had access. Wanda has not received, nor is it relying on, any representations or warranties from the Company other than as provided herein, and the Company hereby disclaims any other express or implied representations or warranties with respect to itself or any other matter.

Section 4.7 No Brokers. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Wanda or any of its subsidiaries or affiliates.

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## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Wanda as follows:

Section 5.1 Authority. The Company has the requisite corporate power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by the Company's board of directors, and no other corporate, stockholder or other proceedings or other actions on the part of the Company are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Company and constitutes the valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, except as the same may be limited by the terms of this Agreement, applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity.

Section 5.2 Approvals. No material consent, approval, authorization or order of, or registration, qualification with, any court, regulatory authority, governmental body or any other third party is required to be obtained or made by the Company for the execution, delivery or performance by the Company of this Agreement or the consummation by the Company of the transactions contemplated hereby.

Section 5.3 No Conflicts. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not, (a) violate any provision of, or result in the breach of, any applicable Law to which the Company is subject or by which any property or asset of the Company is bound, (b) conflict with the certificate of incorporation, certificate of designation, bylaws or other organizational documents of the Company or (c) conflict with, violate any provision of or result in a breach of, constitute a default under, require a Consent under, or give rise to a right of termination, modification, notice or cancellation of any Person pursuant to, any Contract to which the Company is a party or by which its respective assets, rights or properties are bound or affected, or constitute an event which, after notice or lapse of time or both, would result in any such violation, breach, default, termination, modification, notice obligation or cancellation, except to the extent that the occurrence of any of the foregoing items set forth in clauses (a) or (c) would not materially impair or delay the Company's ability to consummate the transactions contemplated hereby or to perform its obligations hereunder.

Section 5.4 Absence of Litigation. There is no Action pending or, to the knowledge of the Company, threatened before any Governmental Authority, in each case in respect of the Company that would materially impair or delay the Company's ability to consummate the transactions contemplated hereby or to perform its obligations hereunder. The Company is not party to or subject to, or in default under, any material Governmental Order.

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Section 5.5 No Brokers. Other than Goldman Sachs & Co. and Moelis & Company, LLC, no broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated hereby based upon

arrangements made by or on behalf of the Company or any of its subsidiaries or affiliates.

## ARTICLE VI

### ADDITIONAL AGREEMENTS

Section 6.1 Further Assurances. Each of the Company and Wanda shall execute and deliver such additional documents and instruments and shall take such further action as may be necessary or appropriate to effectuate fully the provisions of this Agreement.

Section 6.2 Special Dividend. On the date hereof, the Company shall declare a special cash dividend in an amount equal to \$1.55 per share of Common Stock payable to holders of record on the Special Dividend Record Date, and shall pay such dividend as soon as practicable after such record date (the "Special Dividend").

Section 6.3 Additional Dividends. Except for the Special Dividend, the Company shall not, and Wanda shall cause the Company not to, declare or pay any cash dividend (other than regular quarterly cash dividends not to exceed \$0.20 per share) to holders of Common Stock prior to March 14, 2019; provided, that, if the Company's senior unsecured debt rating as of the date hereof assigned by each of the Rating Agencies has been downgraded by both Rating Agencies at any time prior to March 14, 2019, then such date shall be automatically extended to December 31, 2019, unless a committee of the Board of Directors of the Company (the "Board") comprised solely of independent directors determines it is in the best interests of the Company to pay any such dividend prior to December 31, 2019.

Section 6.4 Voting Agreement. For so long as SL is entitled to nominate an individual to the Board pursuant to the Investment Agreement, Wanda hereby agrees that it will not vote or exercise its right to consent in favor of any directors that were not previously approved by the Board and proposed on the Company's slate of directors at any meeting of stockholders of the Company (including any proposal to adjourn or postpone such meeting of the stockholders of the Company to a later date), at which any individuals to be elected to the Board are submitted for the consideration and vote of the stockholders of the Company.

## ARTICLE VII

### MISCELLANEOUS

Section 7.1 Savings Clause. No provision of this Agreement shall be construed to require any party or its affiliates to take any action that would violate any applicable law (whether statutory or common), rule or regulation.

Section 7.2 Amendment and Waiver. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto; provided, that the Company shall not enter into any such amendment unless such amendment is approved by a

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majority of the Board's independent directors (excluding, for the avoidance of doubt, any director employed by or otherwise affiliated with Wanda). The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms

Section 7.3 Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

Section 7.4 Entire Agreement. Except as otherwise expressly set forth herein, this Agreement, together with the several agreements and other documents and instruments referred to herein or therein or annexed hereto and executed contemporaneously herewith, embody the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way.

Section 7.5 Successors and Assigns. Neither this Agreement nor any of the rights or obligations of any party under this Agreement shall be assigned, in whole or in part by any party without the prior written consent of the other parties.

Section 7.6 No Third Party Beneficiaries. No Person other than the parties hereto shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to, or will, confer on any Person other than the parties hereto any rights, benefits or remedies.

Section 7.7 Counterparts. This Agreement may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Section 7.8 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each party agrees that in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party shall be entitled (in addition to any other remedy that may be available to it, whether in law or equity) to obtain (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation, and (ii) an injunction restraining such breach or threatened breach. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any

reason at law or in equity. Any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 7.9 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by overnight courier or sent via email (with non-automated receipt confirmed) as follows:

If to the Company:

AMC Entertainment Holdings, Inc.  
One AMC Way  
11500 Ash Street, Leawood, KS 66211  
Attention: Kevin Connor  
Email: kconnor@amctheatres.com

with a copy (which shall not constitute actual or constructive notice) to:

Weil, Gotshal & Manges LLP  
767 Fifth Ave, New York, NY 10153  
Attention: Corey Chivers  
Email: corey.chivers@weil.com

If to Wanda:

Wanda America Entertainment, Inc.  
9/F Tower B, Wanda Plaza  
Chaoyang District, Beijing, People's Republic of China  
Attention: Lincoln Zhang  
Email: zhangwenfeng@wanda.cn

or to such other address or addresses as shall be designated in writing. All notices shall be deemed effective (a) when delivered personally (with written confirmation of receipt, by other than automatic means, whether electronic or otherwise), (b) when sent by email (with written confirmation of receipt, by other than automatic means, whether electronic or otherwise) or (c) one (1) Business Day following the day sent by overnight courier.

Section 7.10 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to the conflict of laws principles thereof that would require the application of the laws of a jurisdiction other than the State of Delaware. Each of the parties hereto irrevocably and unconditionally agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder or relating hereto, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder or relating hereto brought by the other party hereto shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement in any court other

than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by applicable legal requirements, any claim that (i) the suit, action or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each party further irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which the party is entitled pursuant to the final judgment of any court having jurisdiction. Each of the parties irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any and all rights to trial by jury in connection with any legal action or proceeding arising out of or relating to this Agreement.

*[Remainder of page intentionally left blank.]*

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

WANDA AMERICA ENTERTAINMENT, INC.

By: /s/ Lincoln Zhang  
Name: Lincoln Zhang  
Title: Authorized Signatory

AMC ENTERTAINMENT HOLDINGS, INC.

By: /s/ Craig R. Ramsey  
Name: Craig R. Ramsey  
Title: Executive Vice President  
& Chief Financial Officer

[Signature Page to Stock Repurchase Agreement]

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