AMC Entertainment Holdings, Inc.

Offer to Purchase for Cash Any and All of the Outstanding Senior Secured Notes Listed Below

Title of Security	CUSIP/ISIN Numbers[(1)]	Principal Amount Outstanding	Purchase Price per $1,000 of Notes[(2)]
7.500% Senior Secured Notes due 2029 (the "Notes")	CUSIP: 00165CBA1 (144A) / U0237LAN5 (Regulation S) ISIN: US00165CBA18 (144A) / USU0237LAN56 (Regulation S)	$359,964,500	$1,009.70

(1) No representation is made as to the correctness or accuracy of the CUSIP or ISIN numbers listed in this Offer to Purchase or printed on the Notes. They are provided solely for the convenience of Holders of the Notes.
(2) Holders will also receive in cash an amount equal to Accrued Interest (as defined below) in addition to the Purchase Price.

The Tender Offer will expire at 5:00 p.m., New York City time, on September 30, 2026 unless extended or earlier terminated (such time and date, as the same may be extended, the "*Expiration Time*"). Holders of Notes must validly tender and not validly withdraw their Notes prior to the Expiration Time to be eligible to receive the Purchase Price. Tendered Notes may be withdrawn at any time prior to the Expiration Time.

AMC Entertainment Holdings, Inc., a Delaware corporation (the "*Offeror*," the "*Company*" or "*we*"), hereby offers (the "*Tender Offer*") to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, the "*Offer to Purchase*"), any and all of the Notes from each registered or beneficial holder of Notes (each a "*Holder*") upon the terms and subject to the conditions set forth in the Offer to Purchase. The Tender Offer is not conditioned upon any minimum amount of Notes being tendered, and the Tender Offer may be amended, extended or terminated.

The consideration per each $1,000 principal amount of Notes validly tendered and accepted for payment pursuant to the Tender Offer (the "*Purchase Price*") is set forth in the table above. Holders whose Notes are purchased pursuant to the Tender Offer will also receive accrued and unpaid interest thereon ("*Accrued Interest*") from the last interest payment date up to, but not including, the date of payment of the Purchase Price for the Notes (the "*Settlement Date*").

The consummation of the Tender Offer and the Company's obligation to accept for payment, and to pay for, Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer are subject to the satisfaction of or waiver of certain conditions, including (a) the Financing Condition (as defined below in "Principal Terms of the Tender Offer—Conditions of the Tender Offer") and (b) the other conditions set forth in "Principal Terms of the Tender Offer—Conditions of the Tender Offer."

This Offer to Purchase contains important information that should be read before any decision is made with respect to the Tender Offer. In particular, see "Risk Factors and Certain Considerations" beginning on page 22 for a discussion of certain factors you should consider in connection with the Tender Offer.

There is no separate letter of transmittal in connection with this Offer to Purchase.

The Dealer Managers for the Tender Offer are:

WELLS FARGO SECURITIES **DEUTSCHE BANK SECURITIES**

The date of this Offer to Purchase is September 21, 2026

IMPORTANT DATES

Holders of Notes should take note of the following dates and times in connection with the Tender Offer. We may extend any of these dates and times for the Tender Offer.

Date	Calendar Date and Time	Event
Launch Date...........................	September 21, 2026	Commencement of the Tender Offer.
Expiration Time.....................	5:00 p.m., New York City time, on September 30, 2026, assuming that the Tender Offer is not extended or earlier terminated.	The last time and day for Holders to tender Notes pursuant to the Tender Offer and be eligible to receive the Purchase Price, plus Accrued Interest.
Withdrawal Rights.................	Tendered Notes may be validly withdrawn at any time (i) prior to the earlier of (x) the Expiration Time and (y) if the Tender Offer is extended, the tenth business day after commencement of the Tender Offer, and (ii) after the 60th business day after the commencement of the Tender Offer if, for any reason, the Tender Offer has not been consummated within 60 business days after commencement.	The last time and day for Holders to withdraw previously tendered Notes.
Settlement Date	Promptly after the Expiration Time, expected to be October 5, 2026, assuming that the Tender Offer is not extended or earlier terminated.	The Offeror will deposit with the Tender Agent or, at its direction, with The Depository Trust Company ("DTC"), for distribution to the Holders entitled thereto, the amount of cash necessary to pay each Holder in respect of its Notes that are accepted for payment the Purchase Price, plus Accrued Interest. For avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer. In no event will the Purchase Price be paid prior to the Expiration Time.

Upon the terms and conditions of the Tender Offer, the Offeror will notify D.F. King & Co., Inc. ("*D.F. King*"), the Tender Agent and Information Agent for the Tender Offer (the "*Tender Agent*" or "*Information Agent*," as the case may be), promptly after the Expiration Time which Notes tendered before the Expiration Time are accepted for purchase and payment pursuant to the Tender Offer.

Notwithstanding any other provision of the Tender Offer, the Offeror's obligation to accept for purchase and to pay for Notes validly tendered and not validly withdrawn pursuant to the Tender Offer is subject to, and conditioned upon, the satisfaction or waiver of the Financing Condition and the General Conditions (as defined below in "Principal Terms of the Tender Offer—Conditions of the Tender Offer").

The Offeror reserves the right, in its sole discretion and subject to applicable law, to:

- waive any and all conditions to the Tender Offer;
- extend, terminate or withdraw the Tender Offer; or
- otherwise amend the Tender Offer in any respect.

If the Tender Offer is terminated or withdrawn, Notes tendered pursuant to the Tender Offer will promptly be returned to the tendering Holders.

This Offer to Purchase has not been filed with or reviewed by any U.S. federal or state securities commission or regulatory authority of any jurisdiction, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase. Any representation to the contrary is unlawful and may be a criminal offense.

None of the Offeror, the Trustee (as defined below), any of the Dealer Managers, the Tender Agent or the Information Agent is making any recommendation as to whether Holders should tender Notes in response to the Tender Offer. Each Holder must make its own decision as to whether to tender Notes and, if so, as to the principal amount of Notes to tender.

IMPORTANT INFORMATION

All of the Notes are held in book-entry form through the facilities of DTC. If you desire to tender Notes, you must transfer such Notes to the Tender Agent through DTC's Automated Tender Offer Program ("*ATOP*"), for which the transaction will be eligible. If you hold Notes through a broker, dealer, commercial bank, trust company or other nominee, you should contact such custodian or nominee if you wish to tender your Notes. See "Principal Terms of the Tender Offer—Procedures for Tendering Notes."

Holders must tender their Notes in accordance with the procedures set forth under "Principal Terms of the Tender Offer—Procedures for Tendering Notes."

Questions and requests for assistance relating to the procedures for tendering Notes or for additional copies of the Offer to Purchase may be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for assistance relating to the terms and conditions of the Tender Offer may be directed to the Dealer Managers at their respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of the Offer to Purchase may also be directed to brokers, dealers, commercial banks or trust companies.

The Offer to Purchase contains important information that should be read before any decision is made with respect to the Tender Offer.

The Offer to Purchase does not constitute an offer to purchase, or the solicitation of an offer to sell, Notes in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such offer or solicitation under applicable securities or blue sky laws. The Offer to Purchase does not constitute an offer to sell any securities or the solicitation of an offer to buy any securities (other than the Notes).

The delivery of the Offer to Purchase shall not under any circumstances create any implication that the information contained therein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth therein or in the affairs of the Offeror or any subsidiary or affiliate of the Offeror since the date hereof.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Offer to Purchase, and, if given or made, such information or representation may not be relied upon as having been authorized by the Offeror, the Dealer Managers, the Tender Agent, the Information Agent or the Trustee.

Notes not tendered and purchased in the Tender Offer will remain outstanding. No amendments to the indenture (the "Indenture") governing the Notes or the Notes are being sought. **However, we intend to call for redemption on or about February 15, 2027 any Notes that are not tendered in the Tender Offer, at the then applicable redemption price of 100.000% of the principal amount, plus accrued and unpaid interest to, but not including, the redemption date, and to satisfy and discharge our remaining obligations under the Notes and the Indenture on the Settlement Date by irrevocably depositing with the Trustee on the Settlement Date cash and/or U.S. government securities sufficient to pay the redemption price**. Upon the satisfaction and discharge of the Indenture, the rights of Holders under the Notes and the Indenture will be substantially limited. Upon consummation of the Tender Offer and such redemption, if consummated, none of the Notes will remain outstanding. Neither this Offer to Purchase nor anything contained herein is a notice of redemption in respect of the Notes.

SUMMARY

The following summary highlights selected information from this Offer to Purchase and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere in this Offer to Purchase before making a decision regarding the Tender Offer. Cross-references contained in this summary section will direct you to a more complete discussion of a particular topic elsewhere in this Offer to Purchase.

The Offeror.. AMC Entertainment Holdings, Inc., a Delaware corporation.

The Tender Offer.. The Offeror is offering to purchase for cash, upon the terms and subject to the conditions set forth in the Offer to Purchase, any and all of the outstanding Notes indicated in the table on the front cover of this Offer to Purchase as being subject to the Tender Offer at the Purchase Price set forth in such table.

Notes Subject to the Tender Offer............... AMC Entertainment Holdings, Inc. is the issuer of the Notes. The following table sets forth the security description for the Notes, the CUSIP and ISIN numbers and the aggregate principal amount outstanding for the Notes:

Title of Security	CUSIP/ISIN Numbers	Principal Amount Outstanding
7.500% Senior Secured Notes due 2029	00165CBA1 (144A); U0237LAN5 (Regulation S) / US00165CBA18 (144A); USU0237LAN56 (Regulation S)	$359,964,500

Expiration Time.. The Tender Offer will expire at 5:00 p.m., New York City time, on September 30, 2026, unless extended or earlier terminated (such date and time as the same may be extended, the "*Expiration Time*").

Withdrawal Rights.. Tendered Notes may be validly withdrawn at any time (i) prior to the earlier of (x) the Expiration Time and (y) if the Tender Offer is extended, the tenth business day after commencement of the Tender Offer, and (ii) after the 60th business day after the commencement of the Tender Offer if, for any reason, the Tender Offer has not been consummated within 60 business days after commencement. See "Principal Terms of the Tender Offer—Withdrawal of Tenders."

Settlement Date .... The payment date for any Notes will be promptly after the Expiration Time. Assuming the Tender Offer is not extended, the Offeror expects that the Settlement Date will be October 5, 2026.

Purchase Price .... The Purchase Price per each $1,000 principal amount of Notes validly tendered and accepted for payment pursuant to the Tender Offer is indicated in the table on the cover page of this Offer to Purchase.

Accrued Interest .... Subject to the terms and conditions of the Tender Offer, in addition to the Purchase Price, Holders who validly tender their Notes and whose Notes are accepted for purchase pursuant to the Tender Offer will also be paid accrued and unpaid interest thereon from the last interest payment date up to, but not including, the Settlement Date. For avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer.

Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender Agent or DTC.

Acceptance of Tendered Notes and Payment	Upon the terms of the Tender Offer and upon satisfaction or waiver of the conditions to the Tender Offer specified herein under "Principal Terms of the Tender Offer—Conditions of the Tender Offer," the Offeror will (a) accept for purchase all of its Notes subject to the Tender Offer validly tendered (or defectively tendered, if the Offeror has waived such defect) and not validly withdrawn before the Expiration Time and (b) promptly pay the Purchase Price (plus the Accrued Interest) on the Settlement Date. The Offeror reserves the right, subject to applicable laws, to (a) accept for purchase and pay for all Notes validly tendered to the Offeror before the Expiration Time and to keep the Tender Offer open or extend the Expiration Time to a later date and time with respect to any or all Notes as announced by the Offeror and (b) waive any and all conditions to the Tender Offer for Notes tendered to the Offeror before the Expiration Time.
Conditions of the Tender Offer	The Offeror's obligation to accept for purchase and pay for the validly tendered Notes that have not been validly withdrawn before the Expiration Time is subject to, and conditioned upon, satisfaction or waiver of the Financing Condition and the General Conditions. See "Principal Terms of the Tender Offer—Conditions of the Tender Offer." The Tender Offer is not conditioned on any minimum amount of Notes being tendered.
Purpose of the Tender Offer	The purpose of the Tender Offer is to retire any and all of the Notes. Any Notes that are tendered and accepted in the Tender Offer will be retired and canceled.
Source of Funds..	The Offeror expects to fund the aggregate Purchase Price for, and accrued and unpaid interest on, the Notes purchased in the Tender Offer, the fees and expenses of the Tender Offer, and the redemption price of, and accrued and unpaid interest on, any Notes not purchased in the Tender Offer (including any amount required to be deposited with the Trustee to satisfy and discharge the Indenture), with the net proceeds of one or more debt financing transactions, including the issuance of new first lien notes (the "*New Notes*") in a private offering pursuant to Rule 144A and Regulation S under the Securities Act of 1933, as amended (the "*Securities Act*"), subject to market conditions (the "*New Notes Offering*"), together with cash on hand. The Tender Offer is conditioned upon the Financing Condition. See "*Source of Funds" and "Principal Terms of the Tender Offer—Conditions of the Tender Offer*." The New Notes and the guarantees in respect thereof have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction. The New Notes may not be offered in the United States absent registration or an exemption from

registration. This Offer to Purchase does not constitute an offer to sell or the solicitation of an offer to buy any New Notes.

Procedures for Tendering Notes	See "Principal Terms of the Tender Offer—Procedures for Tendering Notes." There is no letter of transmittal for the Tender Offer.
Consequences of Failure to Tender	Notes not tendered and purchased in the Tender Offer will remain outstanding. However, upon the satisfaction and discharge of the Indenture described below, your rights under the Notes and the Indenture will be substantially limited. In addition, the purchase of any Notes in the Tender Offer will result in a smaller trading market for the remaining outstanding principal amount of Notes, which may cause the market for the Notes to be less liquid and more sporadic, and market prices for the Notes may fluctuate significantly depending on the volume of trading. See "Risk Factors and Certain Considerations—The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes" and "Risk Factors and Certain Considerations—Treatment of Notes Not Tendered in the Tender Offer." No amendments to the indenture or the Notes are being sought. However, as described below under "—Redemption," we intend to call for redemption on or about February 15, 2027 any Notes that are not tendered in the Tender Offer, at the then applicable redemption price of 100.000% of the principal amount, plus accrued and unpaid interest to, but not including, the redemption date, and to satisfy and discharge our remaining obligations under the Notes and the Indenture on the Settlement Date by irrevocably depositing with the Trustee on the Settlement Date cash and/or U.S. government securities sufficient to pay the redemption price. Upon consummation of the Tender Offer and such redemption, if consummated, none of the Notes will remain outstanding.
Satisfaction and Discharge; Redemption......	Subject to satisfaction of the Financing Condition, the Offeror intends to call any Notes that are not tendered in the Tender Offer for redemption on or about February 15, 2027, at the then applicable redemption price of 100.000% of the principal amount, plus accrued and unpaid interest to, but not including, the redemption date, and to satisfy and discharge its remaining obligations under the Notes and the Indenture on the Settlement Date by irrevocably depositing with the Trustee on the Settlement Date cash and/or U.S. government securities sufficient to pay the redemption price. Notes acquired by the Offeror in the Tender Offer will be canceled and Holders of such Notes will not be entitled to any payment in connection with such redemption. Upon consummation of the Tender Offer and such redemption, if consummated, none of the Notes will remain outstanding. Neither this Offer to Purchase nor anything contained herein is a notice of redemption in respect of the Notes.
U.S. Federal Income Tax Consequences	For a summary of certain U.S. federal income tax consequences of the Tender Offer, see "Certain United States Federal Income Tax Consequences."

Tender Agent and Information Agent	D.F. King is the Tender Agent and Information Agent for the Tender Offer. The address and telephone numbers of D.F. King are listed on the back cover page of this Offer to Purchase.
Dealer Managers...	Wells Fargo Securities, LLC and Deutsche Bank Securities Inc. are the dealer managers for the Tender Offer (the "*Dealer Managers*"). The addresses and telephone numbers of the Dealer Managers are listed on the back cover page of this Offer to Purchase.

INCORPORATION BY REFERENCE

We are "incorporating by reference" into this Offer to Purchase certain information that the Company has filed with the Securities and Exchange Commission (the "*SEC*"), which means that we are disclosing important information to you by referring you to that document that it has filed separately with the SEC. Any information referred to in this way is considered part of this Offer to Purchase from the date we file that document. Any statement contained in a document or report incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded for purposes of this Offer to Purchase to the extent that a statement contained herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offer to Purchase.

This Offer to Purchase incorporates by reference the following (excluding any portions of such documents that have been "furnished" but not "filed" for the purposes of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), unless otherwise expressly identified in such filings as being incorporated by reference into this Offer to Purchase):

- our Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on February 23, 2026 and the amendment to our annual report on Form 10-K, filed with the SEC on April 30, 2026 (together, the "*Annual Report*");

- our Quarterly Reports on Form 10-Q for the periods ended March 31, 2026 and June 30, 2026 (the "*Quarterly Reports*"), filed with the SEC on May 5, 2026 and July 23, 2026, respectively;

- our Definitive Proxy Statement on Schedule 14A, filed with the SEC on August 10, 2026 (but only with respect to information required by Part III of our Annual Report); and

- our Current Reports on Form 8-K filed with the SEC on January 12, 2026, January 29, 2026, February 9, 2026, February 13, 2026, February 23, 2026, February 25, 2026, March 6, 2026, March 16, 2026, March 24, 2026, April 1, 2026, April 17, 2026, May 5, 2026 (Accession Number 0001104659-26-055167), May 13, 2026, June 23, 2026 and June 25, 2026.

We are also incorporating by reference additional documents that we file with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, after the date of this Offer to Purchase through the completion of the Tender Offer. We are not, however, incorporating by reference any documents or portions thereof, whether specifically listed above or filed in the future, that are not deemed "filed" with the SEC, including any information furnished pursuant to Items 2.02 or 7.01 of Form 8-K or certain exhibits furnished pursuant to Item 9.01 of Form 8-K.

Statements contained in this Offer to Purchase as to the contents of any contract or other document referred to in this Offer to Purchase do not purport to be complete, and, where reference is made to the particular provisions of such contract or other document, such provisions are qualified in all respects by reference to all of the provisions of such contract or other document.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Offer to Purchase, and, if given or made, such information or representation may not be relied upon as having been authorized by the Offeror, the Dealer Managers, the Tender Agent, the Information Agent or the Trustee.

WHERE YOU CAN FIND MORE INFORMATION

The Information Agent will provide without charge to each person to whom this Offer to Purchase is delivered upon the written request of such person, a copy of any or all of the documents incorporated herein by reference, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference into such documents). Requests for such documents should be directed to the Information Agent at its address set forth on the last page of this Offer to Purchase. The information relating to the Company contained in this Offer to Purchase does not purport to be complete and should be read together with the information contained in the incorporated documents and reports.

We also make available free of charge on our website at www.amctheatres.com our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, and any amendments to those reports, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. Information contained on our website is not part of this Offer to Purchase.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Certain statements made in this Offer to Purchase, the documents that are incorporated by reference in this Offer to Purchase and other written or oral statements made by or on behalf of the Company may constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. Forward-looking statements may be identified by the use of words such as "may," "will," "forecast," "estimate," "project," "intend," "plan," "expect," "should," "believe" and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements are based only on our current beliefs, expectations and assumptions regarding the future of our business, future plans and strategies, projections, anticipated events and trends, the economy and other future conditions and speak only as of the date on which they are made. Examples of forward-looking statements include statements we make regarding future attendance levels, revenues and our liquidity. These forward-looking statements involve known and unknown risks, uncertainties, assumptions and other factors, including those discussed in "Risk Factors," which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. These risks and uncertainties include, but are not limited to, the following:

- the risks and uncertainties relating to the sufficiency of our existing cash and cash equivalents and available borrowing capacity to fund operations and satisfy obligations including cash outflows for planned capital expenditures currently and through the next twelve months. Based on our current cost structure, in order to achieve annual net positive cash flows from operating activities, revenues will need to be at least in line with pre-COVID-19 revenues. However, there remain significant risks that may negatively impact revenues, costs, and attendance levels, including changes to movie studios' release schedules (including as a result of production delays and delays to the release of movies caused by labor stoppages) and direct to streaming or other changing movie studio practices. If we are unable to achieve increased levels of attendance and revenues, we will be required to obtain additional liquidity. If such additional liquidity is not obtained or is insufficient, we likely would seek an in-court or out-of-court restructuring of our liabilities, and in the event of such future liquidation or bankruptcy proceeding, holders of our Class A common stock ("Common Stock") and other securities would likely suffer a total loss of their investment;

- the risks and uncertainties relating to a series of refinancing transactions completed in July 2024 and July 2025 to raise additional financing and to refinance and extend to 2029 and 2030 the maturities of the Company's debt previously maturing in 2026 (the "Refinancing Transactions"), including, but not limited to, (i) the potential for additional future dilution of our Common Stock as a result of issuance of shares underlying the notes issued pursuant to that certain indenture, dated as of July 22, 2024, by and among Muvico, LLC, Centertainment Development, LLC, the Company, the other guarantors party thereto and GLAS Trust Company LLC, as trustee and collateral agent, (ii) the possibility that the extension of certain debt maturities will not provide enough time for attendance and revenues to increase to sufficient levels and generate net positive cash flows to overcome liquidity concerns, and (iii) the impact on the market price of our Common Stock and our capital structure of any litigation or claims of default that might arise in connection with the Refinancing Transactions;

- changing practices of distributors, which accelerated during the COVID-19 pandemic, including increased use of alternative film delivery methods including premium video on demand, streaming platforms, shrinking exclusive theatrical release windows or release of movies to theatrical exhibition and streaming platforms on the same date, the theatrical release of fewer movies due to industry consolidation or other reasons, or transitioning to other forms of entertainment;

- the impact of changing movie-going behavior of consumers;

- the risk that the North American and international box office in the near term will not recover sufficiently, resulting in continued cash burn and the need to seek additional financing, which may not be available at favorable terms, or at all;

- risks and uncertainties relating to our significant indebtedness, including our borrowings and our ability to meet our debt covenants;

- the dilution caused by recent and potential future sales of our Common Stock and future potential share issuances to repay, refinance, redeem or repurchase indebtedness (including expenses, accrued interest and premium, if any);

- risks relating to motion picture production, promotion, marketing, and performance, including labor stoppages affecting the production, supply and release schedule of theatrical motion picture content and choice of distributors to release fewer feature-length films as a result of the additional financial burden imposed by tariffs on motion picture production;

- the potential impact on our business resulting from consolidation among, or structural changes to, movie studios, distribution companies, or producers of other third-party media, including the uncertainty created when any such transaction is the subject of pending regulatory review, judicial proceedings, or injunctive relief, the outcome of which may materially affect the structure and dynamics of the markets in which we operate and the production and release of theatrical motion pictures;

- the use of artificial intelligence ("AI") technology in the filmmaking process and audience acceptance of movies made utilizing AI technology;

- the seasonality of our revenue and working capital, which are dependent upon the timing of motion picture releases by distributors, such releases being seasonal and resulting in higher attendance and revenues generally during the summer months and holiday seasons, and higher working capital requirements during the other periods such as the first quarter;

- intense competition in the geographic areas in which we operate among exhibitors, streaming platforms, or from other forms of entertainment;

- certain covenants in the agreements that govern our indebtedness that limit or restrict our ability to take advantage of certain business opportunities, pay dividends, incur additional debt, pre-pay debt, and also to refinance debt and to do so at favorable terms, and such covenants that impose additional administrative and operational burdens on our business;

- risks relating to impairment losses, including with respect to goodwill and other intangibles, and theatre and other closure charges;

- general and international economic, political, regulatory, social and financial market conditions, including potential economic recession, inflation, rising interest rates, the financial stability of the banking industry, and other risks that may negatively impact discretionary income and our revenues and attendance levels;

- our lack of control over distributors of films;

- limitations on the availability of capital or poor financial results may prevent us from deploying strategic initiatives;

- an issuance of preferred stock could dilute the voting power of the common stockholders and adversely affect the market value of our outstanding Common Stock;

- limitations on the authorized number of Common Stock shares could in the future prevent us from raising additional capital through sales of Common Stock;

- our ability to achieve expected synergies, benefits and performance from our strategic initiatives;

- our ability to refinance our indebtedness on terms favorable to us or at all;

- our ability to optimize our theatre circuit through new construction, the transformation of our existing theatres, and strategically closing underperforming theatres may be subject to delay and unanticipated costs;

- failures, unavailability or security breaches of our information systems, including due to cybersecurity incidents;

- our ability to utilize interest expense deductions will be limited annually due to Section 163(j) of the Internal Revenue Code of 1986, as amended, including as amended by the One Big Beautiful Bill Act of 2025;

- our ability to recognize interest deduction carryforwards, net operating loss carryforwards and other tax attributes to reduce our future tax liability;

- our ability to recognize certain international deferred tax assets which currently do not have a valuation allowance recorded;

- review by antitrust authorities in connection with acquisition opportunities;

- risks relating to the incurrence of legal liability;

- dependence on key personnel for current and future performance and our ability to attract and retain senior executives and other key personnel, including in connection with any future acquisitions;

- increased costs in order to comply or resulting from a failure to comply with governmental regulation, including the General Data Protection Regulation and all other current and pending privacy and data regulations in the jurisdictions where we have operations;

- supply chain disruptions may negatively impact our operating results;

- the availability and/or cost of energy;

- the market price and trading volume of our shares of Common Stock has been and may continue to be volatile, and purchasers of our securities could incur substantial losses;

- future offerings of debt, which would be senior to our Common Stock for purposes of distributions or upon liquidation, could adversely affect the market price of our Common Stock;

- the potential for political, social, or economic unrest, terrorism, hostilities, cyber-attacks or war, including the conflict between Russia and Ukraine, military actions in and around Iran, and other international conflicts;

- the potential impact of financial and economic sanctions on the regional and global economy, or widespread health emergencies, such as pandemics or epidemics, causing people to avoid our theatres or other public places where large crowds are in attendance;

- anti-takeover protections in our Fourth Amended and Restated Certificate of Incorporation and our amended and restated bylaws may discourage or prevent a takeover of our Company, even if an acquisition would be beneficial to our stockholders;

- our ability to consummate the New Notes Offering and satisfy the Financing Condition;

- our plans regarding the redemption of any Notes that are not tendered and purchased in this Tender Offer; and

- other risks and uncertainties identified in this Offer to Purchase and in the documents incorporated herein by reference.

This list of factors that may affect future performance and the accuracy of forward-looking statements is illustrative but not exhaustive. In addition, new risks and uncertainties may arise from time to time. Accordingly, all forward-looking statements should be evaluated with an understanding of their inherent uncertainty and we caution accordingly against relying on forward-looking statements.

Consider these factors carefully in evaluating the forward-looking statements. Additional factors that may cause results to differ materially from those described in the forward-looking statements are set forth in this Offer to Purchase under "*Risk Factors*," as well as those set forth in "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and "*Item 1A. Risk Factors*" in the Annual Report, Quarterly Reports, and in subsequent reports filed by us with the SEC, including on Form 8-K. Because of the foregoing, you are cautioned against relying on forward-looking statements, which speak only as of the date hereof. We do not undertake to update any of these statements in light of new information or future events, except as required by applicable law.

THE OFFEROR

As used in this Offer to Purchase, unless otherwise indicated or the context so requires, references to "Company," "AMC," "our company," "we," "our" and "us" refer to AMC Entertainment Holdings, Inc. and, unless the context suggest otherwise, its subsidiaries.

We are the world's largest theatrical exhibition company and an industry leader in innovation and operational excellence. Over the course of our 100+ year history, we have pioneered many of the theatrical exhibition industry's most important innovations. We introduced multiplex theatres in the 1960s and the North American stadium-seated megaplex theatre format in the 1990s. Most recently, we continued to innovate and evolve the movie-going experience with the deployment of our theatre renovations featuring plush, powered recliner seating and the launch of our U.S. subscription loyalty tier, AMC Stubs® A-List. Our growth has been driven by a combination of organic growth through reinvestment in our existing assets and through the acquisition of some of the most significant companies in the theatrical exhibition industry.

Our business is operated in two theatrical exhibition reportable segments, U.S. markets and International markets. Substantially all of our international operations are attributed to Odeon Cinemas Group Limited and its subsidiaries, Odeon and UCI Cinemas Holdings Limited and Nordic Cinema Group Holding AB.

As of June 30, 2026, we owned, leased or operated 845 theatres and 9,530 screens in 11 countries, including 524 theatres with a total of 6,958 screens in the United States and 321 theatres and 2,572 screens in international markets. We have productive assets in each of the capital cities and most densely populated areas of the countries in which we operate.

As of December 31, 2025, we were the market leader in the United States and Europe including in Sweden, Norway and Finland, and a leading theatre operator in the United Kingdom, Ireland, Italy, Spain, Portugal and Germany. We have operations in four of the world's 10 largest economies, including four of the six largest European economies (the United Kingdom, Spain, Italy and Germany) as of December 31, 2025.

As of December 31, 2025, in the U.S. markets, we owned, leased or operated theatres in 41 states and the District of Columbia, with approximately 49% of the U.S. population living within 10 miles of one of our theatres. We have a diversified footprint with complementary global geographic and guest demographic profiles, which we believe gives our circuit a unique profile and offers us strategic and operational advantages while providing our studio partners with a large and diverse distribution channel. We operate some of the most productive theatres in the top markets in the United States and were the market leader in the top two markets for the year ended December 31, 2025: Los Angeles and New York. During 2025, our top five markets, in each of which we held the #1 share position, were New York, Los Angeles, Chicago, Atlanta and Washington, D.C. according to data provided by Comscore.

Corporate Information

We were incorporated under the laws of the state of Delaware on June 6, 2007. We maintain our principal executive offices at One AMC Way, 11500 Ash Street, Leawood, Kansas 66211 and our telephone number is (913) 213-2000. Our corporate website address is www.amctheatres.com. Our website and the information contained on, or that can be accessed through, the website is not incorporated by reference in, and is not part of, this Offer to Purchase. You should not rely on any such information in making your decision whether to tender your Notes.

PRINCIPAL TERMS OF THE TENDER OFFER

General

The Offeror is offering to purchase for cash, upon the terms and subject to the conditions set forth in the Offer to Purchase, the outstanding Notes set forth on the front cover of this Offer to Purchase. The Offer to Purchase consists of an offer by AMC Entertainment Holdings, Inc. to purchase for cash any and all of its outstanding 7.500% Senior Secured Notes due 2029. American Multi-Cinema, Inc., AMC License Services, LLC, AMC ITD, LLC and AMC Card Processing Services, Inc., each a domestic wholly owned subsidiary, have fully and unconditionally guaranteed the Notes.

The purchase price offered for each $1,000 principal amount of Notes subject to the Tender Offer validly tendered and not validly withdrawn before the Expiration Time and accepted for purchase is the Purchase Price set forth in the table on the front cover of this Offer to Purchase, which will be payable on the Settlement Date. In no event will the Purchase Price be paid prior to the Expiration Time.

Upon the terms and subject to the conditions of the Tender Offer, in addition to the Purchase Price, Holders who validly tender and do not validly withdraw their Notes and whose Notes are accepted for purchase pursuant to the Tender Offer will also be paid the Accrued Interest thereon. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender Agent or DTC.

The Offeror's obligation to pay the Purchase Price plus Accrued Interest is conditioned, among other things, on the satisfaction or waiver of certain conditions, as set forth in the section titled "—Conditions of the Tender Offer." The Offeror reserves the right, in its sole discretion, to waive or modify any one or more of the conditions to the Tender Offer in whole or in part at any time before the date that any Notes are first accepted for purchase. The Tender Offer is not conditioned on any minimum amount of Notes being tendered.

Any Notes tendered but not purchased will be returned to the Holders at the Offeror's expense promptly following the earlier of the Expiration Time or the date on which the Tender Offer is terminated or withdrawn, and will remain outstanding.

Purchase Price

The Purchase Price for the Notes is set forth in the table on the cover page of this Offer to Purchase.

In addition to the Purchase Price paid to Holders of Notes, Holders will be paid the Accrued Interest thereon per $1,000 principal amount of Notes sold pursuant to the Tender Offer.

Purpose of the Tender Offer

The purpose of the Tender Offer is to retire any and all of the Notes. Any Notes that are tendered and accepted in the Tender Offer will be retired and canceled. See "Risk Factors and Certain Considerations—The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes."

We intend to call for redemption on or about February 15, 2027 any Notes that are not tendered in the Tender Offer, at the then applicable redemption price of 100.000% of the principal amount, plus accrued and unpaid interest to, but not including, the redemption date, and to satisfy and discharge our remaining obligations under the Notes and the Indenture on the Settlement Date by irrevocably depositing with the Trustee on the Settlement Date cash and/or U.S. government securities sufficient to pay the redemption price. Upon consummation of the Tender Offer and such redemption, if consummated, none of the Notes will remain outstanding. Neither this Offer to Purchase nor anything contained herein is a notice of redemption in respect of the Notes.

Conditions of the Tender Offer

Notwithstanding any other provision of the Tender Offer, the Offeror's obligation to accept for purchase, and to pay for, any Notes validly tendered and not validly withdrawn pursuant to the Tender Offer is conditioned upon the following (unless otherwise waived by the Offeror prior to the Settlement Date):

- The consummation, at or prior to the Settlement Date, of one or more debt financing transactions (including the New Notes Offering), resulting in aggregate gross proceeds to the Offeror of at least $3,970 million (the "*Financing Condition*"); and

- none of the following shall have occurred (the "*General Conditions*" and, together with the Financing Condition, the "*Conditions*"):

    - (i) any general suspension of trading in, or limitation on prices for, securities (including, without limitation, any debt securities issued by AMC or its subsidiaries) in the United States or financial markets, (ii) a material impairment in the trading market for debt securities, (iii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (iv) any limitation (whether or not mandatory) by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States, (v) any attack on, outbreak or escalation of hostilities or acts of terrorism involving the United States that would reasonably be expected to have a materially disproportionate effect on AMC's (or its subsidiaries') business, operations, condition or prospects relative to other companies in the same industry, or (vi) any significant adverse change in the U.S. securities or financial markets generally, or, in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof;

- the existence of any order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that either:

    - challenges the making of the Tender Offer or would (or would be reasonably likely to) prohibit, prevent, restrict or delay, or otherwise adversely affect in any material manner, the Tender Offer; or

    - in the Offeror's reasonable judgment, is (or is reasonably likely to be) materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of AMC or its subsidiaries;

- any instituted or pending action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, that challenges the making of the Tender Offer or is reasonably likely to directly or indirectly prohibit, prevent, restrict or delay the consummation of the Tender Offer or otherwise adversely affects the Tender Offer in any material manner;

- any other actual or threatened legal impediment to the Tender Offer or any other circumstances that would materially adversely affect the transactions contemplated by the Tender Offer, or the contemplated benefits of the Tender Offer to the Offeror or its affiliates;

- any event or events or the likely occurrence of an event or events that would or might reasonably be expected to prohibit, restrict or delay the consummation of the Tender Offer or materially impair the contemplated benefits of the Tender Offer; or

- the Trustee for the Notes shall have objected in any respect to, or taken any action that would be reasonably likely to materially and adversely affect, the consummation of the Tender Offer, or taken any action that challenges the validity or effectiveness of the procedures used by the Offeror in the making of the Tender Offer or in the acceptance of Notes.

The Conditions are solely for the Offeror's benefit and may be asserted by the Offeror, in its sole discretion, regardless of the circumstances giving rise to any such condition, including any action or inaction by the Offeror, and may be waived by the Offeror, in whole or in part, at any time and from time to time before the Settlement Date. The Offeror's failure at any time to exercise any of its rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right which may be asserted at any time and from time to time.

Subject to applicable law, the Offeror expressly reserves the right, in its sole discretion, to terminate or withdraw the Tender Offer at any time with respect to the Notes. If the Offeror terminates or withdraws the Tender Offer, it will give immediate notice to the Tender Agent and all of the Notes theretofore tendered pursuant to the Tender Offer and not accepted for payment will be returned promptly to the tendering Holders thereof. See "Principal Terms of the Tender Offer—Withdrawal of Tenders" below.

Priority in Allocation of New Notes

The Offeror intends, in connection with the allocation of the New Notes in the New Notes Offering, to consider among other factors whether or not the relevant investor seeking an allocation of the New Notes has validly tendered or indicated to the Offeror or the Dealer Managers a firm intention to tender any Notes it holds pursuant to the Tender Offer and, if so, the aggregate principal amount of such Notes tendered or intended to be tendered by such investor. When determining allocations of the New Notes, the Offeror intends to give some degree of preference to such investors. However, the Offeror will consider various factors in making allocation decisions and is not obliged to allocate any New Notes to an investor who has validly tendered or indicated to the Offeror or the Dealer Managers a firm intention to tender any Notes it holds pursuant to the Tender Offer and if allocated, the allocated amount may be more or less than the amount tendered and accepted to purchase.

Any potential allocation of the New Notes, while being considered by the Offeror as set out above, will be made in accordance with customary new issue allocation processes and procedures following the completion of the book building process for the New Notes Offering and will be made at the sole discretion of the Offeror. In the event that a Holder validly tenders Notes pursuant to the Tender Offer, such Notes will remain subject to such tender and the conditions of the Tender Offer as set out in this Offer to Purchase irrespective of whether that Holder receives all, part or none of any allocation of New Notes for which it has applied.

The New Notes are expected to price and be allocated prior to the Expiration Time and as such, investors should contact either the Offeror or the Dealer Managers to provide firm indications that they intend to tender Notes pursuant to the Tender Offer as soon as possible, using the contact details on the last page of this Offer to Purchase.

The New Notes and the guarantees in respect thereof have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction. The New Notes may not be offered in the United States absent registration or an exemption from registration. Accordingly, the New Notes are being offered and sold only to those reasonably believed to be "qualified institutional buyers" as defined in and in reliance on Rule 144A under the Securities Act and outside the United States to non-U.S. persons in accordance with Regulation S under the Securities Act. No action has been or will be taken in any jurisdiction in relation to the New Notes to permit a public offering of New Notes.

This Offer to Purchase does not constitute an offer to sell or the solicitation of an offer to buy any New Notes. Any investment decision to purchase any New Notes should be made solely on the basis of information contained in the offering memorandum to be prepared in connection with the issue and offering of the New Notes, which will include the final terms of the New Notes, and no reliance is to be placed on any information other than that contained in the offering memorandum. Subject to compliance with applicable securities laws and regulations, the offering memorandum will be available to those reasonably believed to be qualified institutional buyers from the Dealer Managers on request.

Procedures for Tendering Notes

Expiration Time; Extensions; Amendments

The Tender Offer will expire at the Expiration Time. The Offeror, in its sole discretion, may extend the Expiration Time for any purpose, including to permit the satisfaction or waiver of all conditions to the Tender Offer. To extend the Expiration Time, the Offeror will notify the Tender Agent and will make a public announcement thereof before 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Time. Such announcement will state that the Offeror is extending the Tender Offer for a specified period or on a daily basis. Without limiting the manner in which the Offeror may choose to make a public announcement of any extension, amendment or termination of the Tender Offer, the Offeror will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release.

The Offeror expressly reserves the right, subject to applicable law, to:

- delay accepting any Notes, to extend the Tender Offer period or to terminate or withdraw the Tender Offer and not accept Notes; and

- amend, modify or waive at any time, or from time to time, the terms of the Tender Offer, including waiver of any conditions to consummation of the Tender Offer.

If the Offeror exercises any such right, the Offeror will give written notice thereof to the Tender Agent and will make a public announcement thereof as promptly as practicable. The minimum period during which the Tender Offer will remain open following material changes in the terms of the Tender Offer or in the information concerning the Tender Offer will depend upon the facts and circumstances of such change, including the relative materiality of the changes. With respect to any material change in the Purchase Price, the Offeror will disclose such change by press release or other public announcement no later than 9:00 a.m., New York City time, on the third business day before the Expiration Time and will extend the Expiration Time if the Tender Offer would otherwise expire during such period. If any of the terms of the Tender Offer are amended in a manner determined by the Offeror to constitute a material change adversely affecting any Holder, the Offeror will disclose such change by press release or other public announcement no later than 9:00 a.m., New York City time, on the second business day before the Expiration Time and will extend the Expiration Time if the Tender Offer would otherwise expire during such period.

How to Tender Notes

All Notes are held in book-entry form.

Any beneficial owner whose Notes are held in book-entry form through a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes should contact such broker, bank, dealer or other nominee promptly and instruct such nominee to submit instructions on such beneficial owner's behalf. In some cases, the bank, broker, dealer or other nominee may request submission of such instructions on a Beneficial Owner's Instruction Form. Please check with your nominee to determine the procedures for such firm.

Any acceptance of an Agent's Message (as defined below) transmitted through ATOP is at the election and risk of the person transmitting an Agent's Message and delivery will be deemed made only when actually received by the Tender Agent. Delivery of tendered Notes must be made to the Tender Agent pursuant to the book-entry delivery procedures set forth below. There is no letter of transmittal for the Tender Offer.

The tender by a Holder pursuant to the procedures set forth herein will constitute an agreement between such Holder and the Offeror in accordance with the terms and subject to the conditions set forth herein. Except as otherwise provided herein, delivery of Notes in book-entry form will be deemed made only when the Agent's Message is actually received by the Tender Agent. No documents should be sent to the Offeror or the Dealer Managers.

Book-Entry Transfer

The Tender Agent will establish an account with respect to the Notes at DTC for purposes of the Tender Offer, and any financial institution that is a participant in DTC may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Tender Agent's account in accordance with DTC's procedures for such transfer. However, although delivery of Notes may be effected through book-entry transfer into the Tender Agent's account at

DTC, an Agent's Message, and any other required documents, must, in any case, be transmitted to and received by the Tender Agent at its address set forth on the back cover of this Offer to Purchase before the Expiration Time. The confirmation of a book-entry transfer into the Tender Agent's account at DTC as described above is referred to herein as a "*Book-Entry Confirmation*." There is no letter of transmittal for the Tender Offer. **Delivery of documents to DTC does not constitute delivery to the Tender Agent**.

The term "Agent's Message" means a message transmitted by DTC to, and received by, the Tender Agent and forming a part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC described in such Agent's Message, stating (i) the aggregate principal amount of Notes that have been tendered by such participant pursuant to the Tender Offer, (ii) that such participant has received the Offer to Purchase and agrees to be bound by the terms of the Tender Offer and (iii) that the Offeror may enforce such agreement against such participant.

Your Representations and Warranties; the Offeror's Acceptance Constitutes an Agreement

A tender of Notes under the procedures described above will constitute your acceptance of the terms and conditions of the Tender Offer. In addition, by instructing your custodian or nominee to tender your Notes in the Tender Offer, you are representing, warranting and agreeing that:

- you have received the Offer to Purchase and agree to be bound by all the terms and conditions (including the Financing Condition) of the Tender Offer;

- you are the beneficial owner of, or a duly authorized representative of one or more beneficial owners of, the Notes tendered hereby and have full power and authority to tender, sell, assign and transfer the Notes tendered hereby;

- if the Notes tendered for purchase are accepted by the Offeror you acknowledge that: (i) the Purchase Price and the Accrued Interest in respect of the Notes validly tendered for purchase by such Holder of Notes and accepted by the Offeror will be calculated by the Dealer Managers on behalf of the Offeror and such calculation will, absent manifest error, be conclusive and binding; and (ii) the Purchase Price and the Accrued Interest will be paid in U.S. dollars;

- when such tendered Notes are accepted for payment and paid for by us pursuant to the Tender Offer, such Notes were owned as of such date, free and clear of any liens, charges, claims, encumbrances, interests and restrictions of any kind, and we will acquire good, indefeasible and unencumbered title to such Notes, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind;

- you have assigned and transferred the Notes to the Tender Agent and constitute and appoint the Tender Agent as your true and lawful agent and attorney-in-fact to cause your Notes to be tendered in the Tender Offer, that power of attorney being irrevocable and coupled with an interest;

- you will not sell, pledge, hypothecate or otherwise encumber or transfer any Notes tendered hereby, and any purported sale, pledge, hypothecation or other encumbrance or transfer will be void and of no effect;

- you are not a person to whom it is unlawful to make an invitation pursuant to the Tender Offer under applicable securities laws and regulations, you have not distributed or forwarded this Offer to Purchase or any other documents or materials relating to the Tender Offer to any such person(s) and you have complied with all laws and regulations applicable to you for the purposes of your participation in the Tender Offer;

- you are not acting on behalf of any person who could not truthfully make the representations, warranties and undertakings contained in the Offer to Purchase;

- you agree to ratify and confirm each and every act or thing that may be done or effected by the Offeror, any of its directors or any person nominated by the Offeror in the proper exercise of his or her powers and/or authority hereunder;

- you have observed the laws and regulations of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities, and paid any issue, transfer or other taxes or requisite payments due from you in each respect in connection with any offer or acceptance in any jurisdiction and that you have not taken or omitted to take any action in breach of the terms of the Tender Offer or which will or may result in the Offeror, the Dealer Managers, the Tender Agent, the Trustee or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Tender Offer;

- no information has been provided to you by the Offeror, the Dealer Managers, the Tender Agent, the Trustee or any agent, or any of their respective directors or employees, with regard to the tax consequences for Holders of Notes arising from the purchase of Notes by the Offeror pursuant to the Tender Offer and the receipt by Holders of Notes of the Purchase Price and the Accrued Interest, and you acknowledge that you are solely liable for any taxes and similar or related payments imposed on you under the laws and regulations of any applicable jurisdiction as a result of your participation in the Tender Offer and agree that you will not and do not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Offeror, the Dealer Managers, the Tender Agent, the Trustee or any agent, or any of their respective directors, officers, employees, agents or affiliates, or any other person in respect of such taxes and payments;

- all authority conferred or agreed to be conferred pursuant to your acknowledgements, agreements, representations, warranties and undertakings, and all of your obligations shall be binding upon your successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives, and shall not be affected by, and shall survive, your death or incapacity;

- you acknowledge that the Offeror, the Dealer Managers, the Tender Agent, the Information Agent and the Trustee will rely upon the truth and accuracy of the foregoing acknowledgments, agreements, representations, warranties, undertakings and directions and you shall indemnify and hold harmless the Offeror, the Dealer Managers, the Tender Agent, the Information Agent and the Trustee against all and any losses, costs, claims, liabilities expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the agreements, representations, warranties, undertakings and/or directions given in connection with the Tender Offer made (including any acceptance thereof) by any such Holder;

- you accept that the Offeror is under no obligation to accept tenders of Notes for purchase pursuant to the Tender Offer, and accordingly such tender may be accepted or rejected by the Offeror in its sole discretion and for any reason;

- you understand and agree that the Offeror's acceptance for purchase of Notes offered pursuant to the Tender Offer will constitute a binding agreement between such Holder and the Offeror in accordance with the terms and subject to the conditions of the Tender Offer, the terms and conditions of the Tender Offer shall be deemed to be incorporated in, and form a part of, the relevant tender instruction which shall be read and construed accordingly and that the information given by or on behalf of such Holder in the relevant tender instruction is true, accurate and not misleading and will remain true, accurate and not misleading in all respects at the time of the purchase of the Notes tendered on the Settlement Date;

- none of the Offeror, any of the Dealer Managers, the Tender Agent or the Trustee has given you any information with respect to the Tender Offer save as expressly set out in this Offer to Purchase nor has any of them made any recommendation to you as to whether you should tender Notes in the

Tender Offer, and you have made your own decision with regard to tendering Notes in the Tender Offer based on any legal, tax or financial advice it has deemed necessary to seek;

- the tender of Notes shall constitute an undertaking to execute any further documents and give any further assurances that may be required in connection with any of the foregoing, in each case on and subject to the terms and conditions described or referred to in the Offer to Purchase. You will, upon request, execute and deliver any additional documents deemed by the Tender Agent or by us to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby; and

- you understand that the deadline for the receipt of any tender instructions by the Tender Agent is the Expiration Time and that any tender instructions must be submitted in time for them to be received by the Tender Agent by the Expiration Time.

Your custodian or other nominee, by delivering, or causing to be delivered, the Notes and the completed Agent's Message is representing and warranting that you, as owner of the Notes, have represented, warranted and agreed to each of the above.

The Offeror's acceptance for payment of Notes tendered under the Tender Offer will constitute a binding agreement between you and the Offeror upon the terms and conditions of the Tender Offer described in the Offer to Purchase.

Acceptance of Notes for Purchase; Payment of Notes

Upon the terms and subject to the conditions of the Tender Offer, the Offeror will accept for purchase, and pay for, Notes validly tendered and not validly withdrawn upon the satisfaction or waiver of the conditions to the Tender Offer specified under "Principal Terms of the Tender Offer—Conditions of the Tender Offer." Such Offeror will promptly pay for Notes accepted for purchase on the terms set forth herein. In all cases, payment for Notes accepted for purchase pursuant to the Tender Offer will be made only after confirmation of book-entry transfer thereof.

The Offeror expressly reserves the right, in its sole discretion, but subject to applicable law, to (1) delay acceptance for purchase of Notes tendered under the Tender Offer or the payment for Notes accepted for purchase (subject to Rule 14e-1 under the Exchange Act, which requires that the Offeror pay the consideration offered or return Notes deposited by or on behalf of the Holders promptly after the termination or withdrawal of the Tender Offer), or (2) terminate or withdraw the Tender Offer at any time.

For purposes of the Tender Offer, the Offeror will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which the Offeror has waived such defect) if, as, and when the Offeror gives oral (promptly confirmed in writing) or written notice thereof to the Tender Agent. With respect to tendered Notes that are to be returned to Holders, such Notes will be returned without expense to the tendering Holder promptly (or, in the case of Notes tendered by book-entry transfer, such Notes will be credited to the account maintained at DTC from which such Notes were delivered) after the expiration or termination or withdrawal of the Tender Offer.

The Offeror will pay for Notes tendered via the ATOP procedures and accepted for purchase in the Tender Offer by depositing such payment in cash with the Tender Agent or, upon its instructions, DTC, which will act as agent for the tendering Holders for the purpose of receiving tenders of Notes, the Purchase Price and Accrued Interest and transmitting the Purchase Price and Accrued Interest to such Holders. Upon the terms and subject to the conditions of the Tender Offer, delivery by the Offeror to the Tender Agent or DTC, as the case may be, of the Purchase Price and Accrued Interest for Notes tendered via the ATOP procedures and accepted for purchase in the Tender Offer will be made on the Settlement Date.

Notes may be tendered only in principal amounts equal to the minimum authorized denomination, which is \$2,000 and integral multiples of \$1,000 in excess of the minimum authorized denomination. Alternative, conditional or contingent tenders will not be considered valid. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of $2,000.

By tendering their notes, Holders will be deemed to waive any right to receive any notice of the acceptance of their Notes for purchase.

If, for any reason, acceptance for purchase of, or payment for, validly tendered Notes pursuant to the Tender Offer is delayed, or the Offeror is unable to accept for purchase or to pay for validly tendered Notes pursuant to the Tender Offer, then the Tender Agent may, nevertheless, on behalf of the Offeror, retain the Notes tendered in book-entry form, without prejudice to the rights of the Offeror described above under "—Procedures For Tendering Notes—Expiration Time; Extensions; Amendments" and under "—Conditions of the Tender Offer" above and "— Withdrawal of Tenders" below, but subject to Rule 14e-l under the Exchange Act, which requires that the Offeror pay the consideration offered or return the Notes tendered promptly after the termination or withdrawal of the Tender Offer.

If any Notes tendered pursuant to the ATOP procedures are not accepted for payment for any reason pursuant to the terms and conditions of the Tender Offer, such Notes will be credited to an account maintained at DTC, designated by the participant therein who so delivered such Notes, promptly following the Expiration Time or the termination or withdrawal of the Tender Offer.

The Offeror may transfer or assign, in whole or from time to time in part, to one or more of its affiliates or any third party the right to purchase all or any of the Notes tendered pursuant to the Tender Offer, but any such transfer or assignment will not relieve the Offeror of its obligations under the Tender Offer and will in no way prejudice the rights of tendering Holders to receive payment for Notes validly tendered and not validly withdrawn and accepted for payment pursuant to the Tender Offer.

Holders of Notes tendered and accepted for payment pursuant to the Tender Offer will be entitled to Accrued Interest payable on the Settlement Date. Under no circumstances will any additional interest be payable because of any delay by the Tender Agent or DTC in the transmission of funds to the Holders of purchased Notes or otherwise.

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Offeror, the Dealer Managers, the Tender Agent or Information Agent, or to pay transfer taxes with respect to the purchase of their Notes. If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee, you should ask your broker, dealer, commercial bank, trust company or other nominee if you will be charged a fee to tender your Notes through such broker, dealer, commercial bank, trust company or other nominee. The Offeror will pay all other charges and expenses in connection with the Tender Offer. See "The Dealer Managers, the Tender Agent and the Information Agent."

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tendered Notes pursuant to any of the procedures described above will be determined by the Offeror in its sole discretion (whose determination shall be final and binding). The Offeror expressly reserves the absolute right, in its sole discretion, subject to applicable law, to reject any or all tenders of the Notes determined by it not to be in proper form or if the acceptance for payment of, or payment for, such Notes may, in the opinion of the Offeror, be unlawful. The Offeror also reserves the absolute right, in its sole discretion, subject to applicable law, to waive or amend any of the conditions of this Offer to Purchase or to waive any defect or irregularity in any tender with respect to the Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Offeror's interpretation of the terms and conditions of this Offer to Purchase and any other Offer Document will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Offeror determines, unless waived by the Offeror. Tenders of Notes shall not be deemed to have been made until all defects or irregularities have been waived by the Offeror or cured. None of the Offeror, the Trustee, any of the Dealer Managers, the Tender Agent, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification.

Backup Withholding and Information Reporting

For a summary of certain backup withholding and information reporting requirements applicable to tendering Holders, see "Certain United States Federal Income Tax Consequences."

Withdrawal of Tenders

Notes subject to the Tender Offer may be validly withdrawn at any time (i) prior to the earlier of (x) the Expiration Time and (y) if the Tender Offer is extended, the tenth business day after commencement of the Tender Offer, and (ii) after the 60th business day after the commencement of the Tender Offer if, for any reason, the Tender Offer has not been consummated within 60 business days after commencement. If the Tender Offer is terminated or withdrawn, the Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders.

For a withdrawal of Notes tendered via the ATOP procedures to be effective, the Tender Agent must receive a written or facsimile transmission withdrawal notice before the applicable time described above by a properly transmitted "*Request Message*" through ATOP. Any such notice of withdrawal must (i) specify the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes, (ii) contain the description of the Notes to be withdrawn and the aggregate principal amount represented by such Notes, (iii) if other than a notice transmitted through ATOP, be signed by the Holder of such Notes in the same manner as the original signature by which such Notes were tendered (including any required signature guarantees), or be accompanied by (x) documents of transfer sufficient to have the Trustee for such Notes register the transfer of the Notes into the name of the person withdrawing such Notes and (y) a properly completed irrevocable proxy authorizing such person to effect such withdrawal on behalf of such Holder, and (iv) specify the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes.

Holders may not rescind their withdrawal of tenders of Notes, and any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer. Notes validly withdrawn may thereafter be retendered at any time before the Expiration Time by following the procedures described under "—Procedures for Tendering Notes."

The Offeror will determine all questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender, in its sole discretion, which determination shall be final and binding. The Offeror expressly reserves the absolute right, in its sole discretion, subject to applicable law, to reject any or all attempted withdrawals of the Notes determined by it not to be in proper form or if the withdrawal of such Notes may, in the opinion of the Offeror, be unlawful. The Offeror also reserves the absolute right, in its sole discretion, subject to applicable law, to waive any defect or irregularity in any withdrawal with respect to the Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. None of the Offeror, the Trustee, any of the Dealer Managers, the Tender Agent, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tender or incur any liability for failure to give any such notification.

If the Offeror is delayed in its acceptance for purchase of, or payment for, any Notes or is unable to accept for purchase or pay for any Notes pursuant to the Tender Offer for any reason, then, without prejudice to the Offeror's rights hereunder, but subject to applicable law, tendered Notes may be retained by the Tender Agent on behalf of the Offeror and may not be validly withdrawn (subject to Rule 14e-1 under the Exchange Act, which requires that the Offeror pay the consideration offered or return the Notes deposited by or on behalf of the Holders promptly after the termination or withdrawal of the Tender Offer).

The Notes are debt obligations of AMC Entertainment Holdings, Inc. The Notes are governed by the Indenture dated as of February 14, 2022, among AMC Entertainment Holdings, Inc., the guarantors party thereto and CSC Delaware Trust Company (as successor to U.S. Bank Trust Company, National Association) as trustee (the "*Trustee*") and collateral agent. There are no appraisal or other similar statutory rights available to Holders in connection with the Tender Offer.

The Tender Agent will return to tendering Holders all Notes in respect of which it has received valid and timely withdrawal instructions, promptly after it receives such instructions.

Holders can withdraw the tender of their Notes only in accordance with the foregoing procedures.

RISK FACTORS AND CERTAIN CONSIDERATIONS

In deciding whether to participate in the Tender Offer, each Holder should consider carefully, in addition to the other information contained in this Offer to Purchase, the following:

Position of the Offeror Concerning the Tender Offer

None of the Offeror, the Trustee, any of the Dealer Managers, the Tender Agent or the Information Agent makes any recommendation to any Holder whether to tender or refrain from tendering any or all of such Holder's Notes, and none of them has authorized any person to make any such recommendation. Holders should evaluate carefully all information in the Offer to Purchase, consult their own investment and tax advisors and make their own decisions whether to tender Notes.

The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes

All Notes validly tendered and accepted in the Tender Offer will be retired and canceled. Historically, the trading market for the Notes has been limited. To the extent that Notes are tendered and accepted in the Tender Offer, the trading market for Notes will likely become further limited. A bid for a debt security with a smaller outstanding principal amount available for trading (a smaller "*float*") may be lower than a bid for a comparable debt security with a greater float. Therefore, the market price for and liquidity of Notes not tendered or tendered but not purchased may be affected adversely to the extent that the principal amount of Notes purchased pursuant to the Tender Offer reduces the float. The reduced float may also tend to make the trading price more volatile.

Holders of unpurchased Notes may attempt to obtain quotations for their Notes from their brokers; however, there can be no assurance that an active trading market will exist for Notes following consummation of Tender Offer. The extent of the public market for Notes following consummation of the Tender Offer will depend upon a number of factors, including the size of the float, the number of Holders remaining at such time, and the interest in maintaining a market in Notes on the part of securities firms. In addition, if the Tender Offer is consummated, we will satisfy and discharge the Indenture on the Settlement Date and intend to call any Notes that remain outstanding for redemption on or about February 15, 2027, upon consummation of which none of the Notes will remain outstanding and any trading market for the Notes will cease to exist.

Conditions to the Consummation of the Tender Offer

The consummation of the Tender Offer is subject to the satisfaction of several conditions, including the Financing Condition. See "Principal Terms of the Tender Offer—Conditions of the Tender Offer." There can be no assurance that such conditions will be met or that, in the event that the Tender Offer is not consummated, the market value and liquidity of the Notes will not be materially adversely affected. The Tender Offer is not conditioned upon any minimum amount of Notes being tendered.

The Notes May be Acquired by the Offeror or its Affiliates Other than through the Tender Offer

From time to time after the Expiration Time or termination of the Tender Offer, the Offeror and/or its affiliates may acquire any Notes that are not tendered pursuant to the Tender Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as the Offeror may determine, which may be more or less than the price to be paid pursuant to the Tender Offer and could be for cash or other consideration. Furthermore, the Offeror may redeem Notes pursuant to the terms and conditions of the Notes and Indenture. There can be no assurance as to which, if any, of these alternatives or combinations thereof the Offeror or its affiliates may choose to pursue.

Consummation, Termination and Amendment

Until we announce whether we have accepted for purchase valid tenders of Notes pursuant to the Tender Offer, we cannot assure you that the Tender Offer will be consummated. In addition, subject to applicable law and limitations described elsewhere in this Offer to Purchase, we may, in our sole discretion, extend, amend, waive any condition of or, upon failure of any condition described herein to be satisfied or waived, terminate the Tender Offer at any time at or prior to the Expiration Time.

Treatment of Notes Not Tendered in the Tender Offer

Notes not tendered and purchased in the Tender Offer will remain outstanding. No amendments to these documents are being sought. However, we intend to call for redemption on or about February 15, 2027 any Notes that are not tendered in the Tender Offer, at the then applicable redemption price of 100.000% of the principal amount, plus accrued and unpaid interest to, but not including, the redemption date, and to satisfy and discharge our remaining obligations under the Notes and the Indenture on the Settlement Date by irrevocably depositing with the Trustee on the Settlement Date cash and/or U.S. government securities sufficient to pay the redemption price. Upon the satisfaction and discharge of the Indenture, the Indenture will cease to be of further effect (subject to certain limited surviving provisions, including provisions relating to Holders' rights to receive payment of the redemption price and accrued and unpaid interest), Holders of Notes that remain outstanding will no longer be entitled to the benefits of any covenants and other provisions contained in the Indenture, and the guarantees of the Notes and the liens on the collateral securing the Notes will be released. Notes acquired by us in the Tender Offer will be canceled and Holders of such Notes will not be entitled to any payment in connection with such redemption (if consummated). Upon the consummation of the Tender Offer and such redemption, none of the Notes will remain outstanding.

Responsibility to Consult Advisors

Holders should consult their own tax, accounting, financial and legal advisors regarding the suitability to themselves of the financial, tax and accounting consequences of participating in the Tender Offer.

None of the Offeror, any of the guarantors of the Notes, any of the Dealer Managers, the Tender Agent, the Information Agent or the Trustee or their respective affiliates, directors, employees, agents or attorneys is acting for any Holder or will be responsible to any Holder for providing advice in relation to the Tender Offer, and accordingly, none of the Offeror, any of the guarantors of the Notes, any of the Dealer Managers, the Tender Agent, the Information Agent or the Trustee or their respective affiliates, directors, employees, agents or attorneys makes any recommendation whatsoever regarding the Tender Offer or any recommendation as to whether Holders should tender any or all of their Notes pursuant to the Tender Offer. The Trustee is not responsible for and makes no representation as to the validity, accuracy or adequacy of this Offer to Purchase and any of its contents, and is not responsible for any statement of any person in the solicitation of tenders.

Consideration for the Notes May Not Reflect their Fair Value

The consideration offering in the Tender Offer to Holders of validly tendered Notes accepted for purchase does not reflect any independent valuation of the Notes and does not take into account events or changes in financial markets (including interest rates) after the commencement of the Tender Offer. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration for the Notes. If you tender your Notes, you may not receive more or as much value for such Notes than you otherwise would have received with respect to such Notes if you chose to keep them.

Certain Tax Matters

See "Certain United States Federal Income Tax Consequences" for a discussion of certain U.S. federal income tax consequences of the Tender Offer.

SOURCE OF FUNDS

The Offeror expects to fund the aggregate Purchase Price for, and accrued and unpaid interest on, the Notes purchased in the Tender Offer, the fees and expenses of the Tender Offer, and the redemption price of, and accrued and unpaid interest on, any Notes not purchased in the Tender Offer (including any amount required to be deposited with the Trustee to satisfy and discharge the Indenture), with the net proceeds of one or more debt financing transactions, including the issuance of the New Notes in the New Notes Offering, together with cash on hand. The Tender Offer is conditioned upon the Financing Condition. See "Principal Terms of the Tender Offer—Conditions of the Tender Offer."

The New Notes and the guarantees in respect thereof have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction. The New Notes may not be offered in the United States absent registration or an exemption from registration. This Offer to Purchase does not constitute an offer to sell or the solicitation of an offer to buy any New Notes. Any investment decision to purchase any New Notes should be made solely on the basis of information contained in the offering memorandum to be prepared in connection with the issue and offering of the New Notes, which will include the final terms of the New Notes, and no reliance is to be placed on any information other than that contained in the offering memorandum. Subject to compliance with applicable securities laws and regulations, the offering memorandum will be available to those reasonably believed to be qualified institutional buyers from the Dealer Managers on request.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following discussion summarizes certain U.S. federal income tax consequences of the Tender Offer that may be relevant to beneficial owners of the Notes but does not purport to be a complete analysis of all the potential U.S. federal income tax consequences related thereto. This discussion is based upon the provisions of the Internal Revenue Code of 1986, as amended (the "*Code*"), U.S. Treasury Regulations promulgated thereunder ("*Treasury Regulations*"), judicial authority and administrative interpretations, all as of the date of this Offer to Purchase and all of which are subject to change, possibly with retroactive effect, or are subject to different interpretations. We cannot assure you that the Internal Revenue Service (the "*IRS*") will not challenge one or more of the U.S. federal income tax consequences described in this discussion, and we have not obtained, nor do we intend to obtain, a ruling from the IRS or an opinion of counsel with respect to the U.S. federal income tax consequences described in this discussion.

This discussion is limited to holders who hold the Notes as capital assets for U.S. federal income tax purposes (generally, property held for investment). This discussion does not address any U.S. federal tax consequences (such as estate and gift tax consequences) other than U.S. federal income tax consequences, or the tax consequences arising under the laws of any foreign, state, local or other jurisdiction or under any income tax treaty. In addition, this discussion does not address all U.S. federal income tax consequences that may be important to a particular holder in light of the holder's circumstances, or to certain categories of investors that may be subject to special rules, such as:

- dealers in securities or currencies;
- traders in securities that have elected the mark-to-market method of accounting for their securities;
- U.S. holders (as defined below) whose functional currency is not the U.S. dollar;
- persons holding Notes as part of a hedge, straddle, conversion or other "*synthetic security*" or integrated transaction;
- former U.S. citizens or long-term residents of the United States;
- banks or other financial institutions;
- insurance companies;
- regulated investment companies;
- real estate investment trusts;
- persons subject to any alternative minimum tax;
- U.S. holders who hold their Notes through foreign brokers or other foreign intermediaries;
- entities that are tax-exempt for U.S. federal income tax purposes;
- "controlled foreign corporations," "passive foreign investment companies," "foreign controlled foreign corporations" and corporations that accumulate earnings to avoid U.S. federal income tax;
- persons deemed to sell the Notes under the constructive sale provisions of the Code;
- holders who participate in the Tender Offer and also purchase the New Notes in the contemporaneous New Notes Offering;

- persons required to accelerate the recognition of any item of gross income with respect to the Notes as a result of such income being recognized on an "applicable financial statement" (within the meaning of Section 451(b) of the Code);

- investors holding the Notes through individual retirement accounts and other tax-deferred accounts; and

- entities or arrangements treated as partnerships for U.S. federal income tax purposes and other pass-through entities and holders of interests therein.

If a partnership (including an entity or arrangement properly classified as a partnership for U.S. federal income tax purposes) or other pass-through entity for U.S. federal income tax purposes holds Notes, the U.S. federal income tax treatment of a partner of the partnership or other beneficial owner in the partnership or other pass-through entity generally will depend upon the status of the partner or other beneficial owner and the activities of the partnership or other pass-through entity and certain determinations made at the partner level. If you are a partner of such a partnership or other beneficial owner in the partnership or other pass-through entity holding Notes, you are urged to consult your own tax advisor about the U.S. federal income tax consequences of the Tender Offer.

We intend to take the position, and the following discussion assumes, that the Notes are not instruments subject to the U.S. Treasury Regulations that apply to "*contingent payment debt instruments.*" If they were so treated, the tax consequences to a tendering holder upon the sale of Notes pursuant to the Tender Offer could differ from those discussed below. This position is binding on a tendering holder unless such holder discloses its contrary position in the manner required by applicable Treasury Regulations. Our position is not, however, binding on the IRS, and if the IRS were to challenge this position, the amount, character, and timing of the income recognized by a holder may be materially different from the consequences discussed herein. You are urged to consult your own tax advisor regarding the possible application of the contingent payment debt instrument rules to the Notes.

INVESTORS CONSIDERING THE SALE OF NOTES PURSUANT TO THE TENDER OFFER ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE SALE OF NOTES PURSUANT TO THE TENDER OFFER UNDER OTHER U.S. FEDERAL TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.

Tax Consequences to Tendering U.S. Holders

The following summary will apply to you if you are a U.S. holder of the Notes. You are a "*U.S. holder*" for purposes of this discussion if you are a beneficial owner of a Note and you are for U.S. federal income tax purposes:

- an individual who is a U.S. citizen or U.S. resident alien;

- a corporation that was created or organized in or under the laws of the United States, any state thereof or the District of Columbia;

- an estate whose income is subject to U.S. federal income taxation regardless of its source; or

- a trust (1) if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (within the meaning of Section 7701(a)(30) of the Code) have the authority to control all substantial decisions of the trust, or (2) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person for U.S. federal income tax purposes.

Tender of Notes Pursuant to the Tender Offer

The receipt of cash by a U.S. holder in exchange for Notes pursuant to the Tender Offer will be a taxable transaction for U.S. federal income tax purposes. In general, a U.S. holder that receives cash for Notes pursuant to the Tender Offer will recognize gain or loss equal to the difference, if any, between (i) the amount of cash received (excluding any amounts attributable to accrued but unpaid interest, which will be taxable as ordinary income to the extent not previously included in such U.S. holder's income) and (ii) such U.S. holder's adjusted tax basis in such Notes. A U.S. holder's adjusted tax basis in a Note is generally equal to the price such U.S. holder paid for the Note, increased by any market discount (as described below) previously included in such U.S. holder's gross income with respect to the Note and decreased (but not below zero) by any amortizable bond premium which the U.S. holder has previously deducted with respect to the Note and any payments received on the Note, other than payments of "*qualified stated interest*" (as defined in applicable Treasury Regulations). Amortizable bond premium is generally defined as the excess of a U.S. holder's tax basis in the Note immediately after its acquisition by such U.S. holder over the principal amount of the Note. Subject to the discussion below regarding market discount, any gain or loss recognized on a tender of a Note will generally be capital gain or loss and will be long-term capital gain or loss if the U.S. holder's holding period in the Note, for U.S. federal income tax purposes, is more than one year at the time of the disposition pursuant to the Tender Offer. Long-term capital gains recognized by certain non-corporate U.S. holders currently are eligible for reduced rates of taxation. The deductibility of capital losses may be subject to limitations. U.S. Holders are urged to consult their own tax advisors regarding such limitations.

Market Discount

Any gain recognized by a tendering U.S. holder will be treated as ordinary income rather than capital gain to the extent of any market discount on the Notes that has accrued during the period that the tendering U.S. holder held the Notes and that has not previously been included in income by the U.S. holder. A Note generally will be considered to be acquired with market discount if it was acquired other than on original issue and if the U.S. holder's initial tax basis in the Note was less than the principal amount of the Note by at least a specified de minimis amount. Market discount accrues on a ratable basis, unless the U.S. holder elects to accrue the market discount using a constant-yield method. U.S. holders are urged to consult their tax advisors as to the portion of any gain that could be taxable as ordinary income under the market discount rules.

Information Reporting and Backup Withholding

The receipt of proceeds (including amounts attributable to accrued but unpaid interest or market discount) on the sale or other disposition (including a retirement or redemption) of a Note, in each case when made within the United States or through certain U.S.-related financial intermediaries generally are subject to information reporting, and may be subject to backup withholding, currently at a rate of 24%, if a U.S. holder fails (i) to furnish its taxpayer identification number, (ii) to certify that such number is correct, (iii) to certify that such U.S. holder is not subject to backup withholding or (iv) to otherwise comply with the applicable requirements of the U.S. federal backup withholding rules.

Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules is allowable as a credit against your U.S. federal income tax liability, if any, and a refund may be obtained from the IRS if the amounts withheld exceed your actual U.S. federal income tax liability and you timely provide the required information or appropriate claim form to the IRS. U.S. holders are urged to consult their tax advisors regarding their qualifications for an exemption from backup withholding and the procedures for obtaining such an exemption, if applicable.

Consequences to Non-Tendering U.S. Holders

U.S. holders whose Notes are not purchased by us pursuant to the Tender Offer will not incur any U.S. federal income tax liability as a result of the consummation of the Tender Offer and will have the same adjusted tax basis and holding period in their Notes as they had before the Tender Offer.

Consequences to Tendering Non-U.S. Holders

For purposes of this discussion, a "*non-U.S. holder*" is a beneficial owner of one or more Notes (other than an entity or arrangement treated as a partnership for U.S. federal income tax purposes) that is not a U.S. holder.

Tender of Notes Pursuant to the Tender Offer

Subject to the discussions of information reporting and backup withholding and Sections 1471 through 1474 of the Code (commonly referred to as "*FATCA*") below and also the next sentence, a non-U.S. holder generally will not be subject to U.S. federal income tax on any gain realized on such non-U.S. holder's receipt of cash for Notes pursuant to the Tender Offer. Any gain realized by a non-U.S. holder would be subject to U.S. federal income tax, however, if: (i) in the case of gain realized by an individual non-U.S. holder, such non-U.S. holder is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are satisfied (in which case, the non-U.S. holder would be subject to U.S. federal income tax at a rate of 30%, or a lower rate provided by an applicable income tax treaty, on such gain, which gain may be offset by certain U.S. source capital losses, *provided* that the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses); or (ii) the gain with respect to the Notes is effectively connected with the conduct by the non-U.S. holder of a trade or business in the United States and, if an income tax treaty applies, such gain is attributable to a permanent establishment or fixed base maintained in the United States by the non-U.S. holder (in which case, the non-U.S. holder would be subject to U.S. federal income tax on such gain at regular tax rates in the same manner as if the non-U.S. holder were a U.S. holder and, with respect to a corporate non-U.S. holder, may also be subject to a branch profits tax at a rate of 30%, or a lower rate provided by an applicable income tax treaty).

Accrued But Unpaid Interest

Subject to the information reporting and backup withholding and FATCA discussions below, any amount received in respect of accrued but unpaid interest on the Notes generally will not be subject to withholding of U.S. federal income tax, *provided* that: (i) the non-U.S. holder does not, directly or indirectly, actually or constructively, own 10% or more of our regarded owner's capital or profits; (ii) the non-U.S. holder is not a "*controlled foreign corporation*" related to us within the meaning of Section 864(d)(4) of the Code; (iii) the non-U.S. holder is not a bank receiving interest described in Section 881(c)(3)(A) of the Code; and (iv) the non-U.S. holder properly certifies its foreign status on IRS Form W-8BEN or W-8BEN-E (or other applicable form).

If a non-U.S. holder does not qualify for an exemption from withholding of U.S. federal income tax on amounts paid in respect of accrued but unpaid interest under the preceding paragraph and the interest is not effectively connected with the non-U.S. holder's conduct of a U.S. trade or business (or, if an income tax treaty applies, such interest is not attributable to a permanent establishment or fixed base maintained in the United States by the non-U.S. holder), such interest will generally be subject to withholding of U.S. federal income tax at a rate of 30%, unless such non-U.S. holder provides IRS Form W-8BEN or W-8BEN-E (or other applicable form) to the withholding agent claiming a valid exemption from or reduction of withholding under an applicable income tax treaty. A non-U.S. holder may obtain a refund of any excess amounts withheld by timely filing the appropriate information with the IRS.

Effectively Connected Income

If amounts paid in respect of accrued but unpaid interest to a non-U.S. holder are effectively connected with the non-U.S. holder's conduct of a U.S. trade or business (and, if an income tax treaty applies, such interest is attributable to a permanent establishment or fixed base maintained in the United States by the non-U.S. holder), the non-U.S. holder will generally be subject to U.S. federal income tax on such amounts in the same manner as if the non-U.S. holder were a U.S. holder. In addition, if the non-U.S. holder is a foreign corporation, such amounts may be subject to a branch profits tax at a rate of 30%, or a lower rate provided by an applicable income tax treaty.

Information Reporting and Backup Withholding

A non-U.S. holder who receives payments for Notes pursuant to the Tender Offer will generally be subject to information reporting with respect to payments in respect of accrued but unpaid interest. A non-U.S. holder generally will not be subject to information reporting and backup withholding with respect to other payments received with respect to Notes if the non-U.S. holder properly certifies as to its foreign status, generally on IRS Form W-8BEN or W-8BEN-E (or other applicable form). Backup withholding is not an additional tax. Any amount so withheld will generally be allowed as a credit against the non-U.S. holder's U.S. federal income tax liability and may entitle such non-U.S. holder to a refund, provided that the required information is timely furnished to the IRS.

FATCA

FATCA generally imposes a 30% withholding tax on payments of interest with respect to Notes if paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code) unless (i) the foreign financial institution undertakes certain due diligence, reporting, withholding, and certification obligations, (ii) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (iii) the foreign financial institution or non-financial foreign entity is otherwise exempt from FATCA. While withholding under FATCA may also apply to gross proceeds from a sale or other disposition of a Note, under proposed U.S. Treasury Regulations, such withholding is not required. Although such Treasury Regulations are not final, applicable withholding agents may rely on the proposed Treasury Regulations until final Treasury Regulations are issued. If withholding under FATCA is required on any payment, investors not otherwise subject to withholding (or that otherwise would be entitled to a reduced rate of withholding) on such payment may be required to seek a refund or credit from the IRS. An intergovernmental agreement between the United States and an applicable foreign country may modify the requirements described in this section.

Consequences to Non-Tendering Non-U.S. Holders

Non-U.S. holders whose Notes are not purchased by us pursuant to the Tender Offer will not incur any U.S. federal income tax liability as a result of the consummation of the Tender Offer and will have the same adjusted tax basis and holding period in their Notes as they had before the Tender Offer.

THE PRECEDING DISCUSSION OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. WE URGE YOU TO CONSULT YOUR OWN TAX ADVISOR REGARDING THE PARTICULAR U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE SALE OF NOTES PURSUANT TO THE TENDER OFFER, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAWS AND THE CONSEQUENCES UNDER ANY APPLICABLE TAX TREATY.

THE DEALER MANAGERS, THE TENDER AGENT AND THE INFORMATION AGENT

The Offeror has retained Wells Fargo Securities, LLC and Deutsche Bank Securities Inc. to act as Dealer Managers, and D.F. King to act as the Tender Agent and the Information Agent, for the Tender Offer. The Offeror has agreed to pay the Dealer Managers and D.F. King customary fees for their services in connection with the Tender Offer and to reimburse the Dealer Managers and D.F. King for their reasonable out-of-pocket expenses. Further, the Offeror has agreed to indemnify the Dealer Managers and their respective affiliates against certain liabilities, including liabilities under federal securities laws or to contribute to payments any or all of them may be required to make in respect of those liabilities.

At any given time, the Dealer Managers or their respective affiliates may trade Notes or other securities of the Offeror or its affiliates for its own account or for the accounts of its customers, and accordingly, may hold a long or a short position in the Notes or such other securities. To the extent that the Dealer Managers or their respective affiliates hold Notes during the Tender Offer, they may tender such Notes pursuant to the terms of the Tender Offer.

The Dealer Managers and certain of their respective affiliates have provided in the past and/or may provide in the future, financial, advisory, investment banking and general banking, commercial banking and other financial services to the Offeror or its affiliates, for which they have received and will receive customary fees, commissions or other compensation. The Dealer Managers are acting as initial purchasers in the New Notes Offering referred to under "Principal Terms of the Tender Offer—Conditions of the Tender Offer" and in connection therewith, the Dealer Managers will receive customary fees and commissions.

None of the Dealer Managers, the Tender Agent or the Information Agent assumes any responsibility for the accuracy or completeness of the information concerning the Tender Offer or the Offeror contained in this Offer to Purchase or for any failure by the Offeror to disclose events that may have occurred and may affect the significance or accuracy of such information.

The officers and employees of the Offeror or its affiliates (who will not be specifically compensated for such services), the Dealer Managers and the Information Agent may contact Holders by mail, telephone, telex or telegraph regarding the Tender Offer and may request brokers, dealers and other nominees to forward this Offer to Purchase and related materials to beneficial owners of Notes. The Offeror will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

MISCELLANEOUS

The Offeror is not aware of any jurisdiction where the making of the Tender Offer is not in compliance with the laws of such jurisdiction. If the Offeror becomes aware of any jurisdiction where the making of the Tender Offer would not be in compliance with such laws, the Offeror will make a good faith effort to comply with any such laws or may seek to have such laws declared inapplicable to the Tender Offer. If, after such good faith effort, the Offeror cannot comply with any such applicable laws, the Tender Offer will not be made to the Holders residing in each such jurisdiction.

The Tender Agent for the Tender Offer is:

D.F. King & Co., Inc.

By Hand, Overnight Delivery or Mail
(Registered or Certified Mail
Recommended):

28 Liberty Street, 53rd Floor
New York, New York 10005

Confirmation by Telephone: (646) 963-9141

Any questions, requests for assistance or requests for additional copies of this Offer to Purchase may be directed to the Information Agent at its telephone number or address set forth below. Copies of each of these documents are also available at the following web address: www.dfking.com/amctheatres.

The Information Agent for the Tender Offer is:

D.F. King & Co., Inc.

28 Liberty Street, 53rd Floor
New York, New York 10005
Banks and Brokers Call Collect: (646) 963-9141
All Others Call Toll Free: (800) 488-8095
Email: amctheatres@dfking.com

The Dealer Managers for the Tender Offer are:

WELLS FARGO SECURITIES

550 South Tryon Street, 5th Floor
Charlotte, North Carolina 28202
Attn: Liability Management
Collect: (704) 410-4235
Toll Free: (866) 309-6316
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