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

**FORM 8-K**

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

Date of Report (Date of earliest event reported):  
December 22, 2022

**AMC ENTERTAINMENT HOLDINGS, INC.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or Other Jurisdiction of  
Incorporation)

**001-33892**  
(Commission File Number)

**26-0303916**  
(IRS Employer Identification  
Number)

**One AMC Way**  
**11500 Ash Street, Leawood, KS 66211**  
(Address of principal executive offices, including zip code)

**(913) 213-2000**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A common stock	AMC	New York Stock Exchange
AMC Preferred Equity Units, each constituting a depositary share representing a 1/100th interest in a share of Series A Convertible Participating Preferred Stock	APE	New York Stock Exchange

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

Emerging growth company

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

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

On December 22, 2022, AMC Entertainment Holdings, Inc. (the “Company” or “AMC”) announced it entered into a forward purchase agreement (the “Forward Purchase Agreement”) with Antara Capital, LP (the “Investor”), pursuant to which the Company will, subject to the satisfaction of certain closing conditions, (i) sell to the Investor 106,595,106 AMC Preferred Equity Units (“APEs”) for an aggregate purchase price of \$75.1 million (the “Forward Purchase APEs”) and (ii) simultaneously purchase from the Investor, on a private basis, \$100 million aggregate principal amount of the Company’s 10%/12% Cash/PIK Toggle Second Lien Notes due 2026 (the “Exchange Notes”) in exchange for 91,026,191 APEs (together with the Forward Purchase APEs, the “Private Placement APEs”).

In addition, immediately prior to entry into the Forward Purchase Agreement, the Investor confirmed a \$34.9 million purchase of 60,000,000 APEs (the “Initial APEs”) under the Company’s at-the-market program (“ATM program”). The sale of the Initial APEs was made, subject to closing, in the ATM program pursuant to the Equity Distribution Agreement, dated September 26, 2022, as amended, and the Company’s shelf registration statement on Form S-3 (File No. 333-266536).

The foregoing transactions reflect a weighted average price of \$0.660 per APE unit. The Company intends to use the net proceeds from the sale of the Initial APEs and the Forward Purchase APEs primarily to further deleverage and/or bolster liquidity.

The obligation of the Company and the Investor to consummate the transactions contemplated by the Forward Purchase Agreement is conditioned upon customary closing conditions, including the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the “HSR Act”), and the transaction is expected to close on the business day after the applicable waiting period has expired (“Closing”).

Pursuant to the Forward Purchase Agreement, the Company shall hold a special meeting of the Company’s stockholders (the “Special Meeting”) within 90 days of the date of the Forward Purchase Agreement (the “Special Meeting Date”) for a vote to (A) amend the Company’s amended and restated certificate of incorporation to increase the number of authorized shares of the Company’s Class A common stock (“Common Stock”) to a number at least sufficient to permit the full conversion of the then-outstanding shares of Series A Convertible Participating Preferred Stock into Common Stock, or to such higher number of authorized shares of Common Stock as the Company’s board of directors may determine in its sole discretion and (B) amend the Company’s amended and restated certificate of incorporation to effect a 10 to 1 reverse-stock split of the Common Stock (collectively, the “Charter Amendment”). The Investor has agreed to vote or cause to be voted the Private Placement APEs and Initial APEs and any additional APEs and Common Stock owned or controlled, either directly or indirectly by the Investor or any of its affiliates, in favor of the Charter Amendment.

The Forward Purchase Agreement contains lock-up restrictions restricting the sale, transfer or other disposition, as applicable, of APEs by the Company and the Investor until the earlier of 90 days after the date of the Forward Purchase Agreement or the Special Meeting Date (the “Lock-Up Period”), provided that the Company may issue APEs in an amount not to exceed \$40 million in aggregate net proceeds. In addition, no later than two (2) business days prior to the expiration of the Lock-Up Period, the Company will file a prospectus supplement to its shelf registration statement on Form S-3 (File No. 333-266536) registering the resale of the Private Placement APEs and the Initial APEs.

The Forward Purchase Agreement may be terminated by either party under certain circumstances, including by (i) mutual written consent of the Company and the Investor and (ii) automatically if the Closing does not occur on or prior to 90 days from the date of the Forward Purchase Agreement.

The foregoing is a brief description of the Forward Purchase Agreement and does not purport to be a complete statement of the parties’ rights and obligations under the Forward Purchase Agreement. The foregoing description is qualified in its entirety by reference to the full text of the Forward Purchase Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

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**Item 3.02 Unregistered Sales of Equity Securities**

The information set forth in Item 1.01 above is incorporated herein by reference. The issuance of the Private Placement APes will be made in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act").

For additional information regarding the APes, including the convertibility features thereof, see the Company's Form 8-A filed with the Securities and Exchange Commission (the "SEC") on August 4, 2022.

**Item 7.01 Regulation FD Disclosure**

On December 22, 2022, the Company issued a press release announcing entry into the Forward Purchase Agreement. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information in this Item 7.01 disclosure is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities under that Section. In addition, the information in this Item 7.01 disclosure shall not be incorporated by reference into the filings of AMC under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

**Additional Information and Where to Find It**

This filing may be deemed solicitation material in respect of the Charter Amendment. This filing does not constitute a solicitation of any vote or approval. In connection with the Charter Amendment, the Company plans to file with the SEC and mail or otherwise provide to its stockholders a proxy statement regarding the Charter Amendment. The Company may also file other documents with the SEC regarding the Charter Amendment. This document is not a substitute for the proxy statement or any other document that may be filed by the Company with the SEC. BEFORE MAKING ANY VOTING DECISION, THE COMPANY'S STOCKHOLDERS ARE URGED TO READ THE PROXY STATEMENT IN ITS ENTIRETY WHEN IT BECOMES AVAILABLE AND ANY OTHER DOCUMENTS FILED BY THE COMPANY WITH THE SEC IN CONNECTION WITH THE CHARTER AMENDMENT OR INCORPORATED BY REFERENCE THEREIN BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE CHARTER AMENDMENT. Stockholders may obtain a free copy of the proxy statement and other documents the Company files with the SEC (when available) through the website maintained by the SEC at [www.sec.gov](http://www.sec.gov) or on the Company's investor relations website at <http://investor.amctheatres.com> as soon as reasonably practicable after such materials are electronically filed with, or furnished to, the SEC.

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## Forward-Looking Statements

This Current Report on Form 8-K includes “forward-looking statements” within the meaning of the federal securities laws, including the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. In many cases, these forward-looking statements may be identified by the use of words such as “will,” “may,” “should,” “believes,” “expects,” “anticipates,” “estimates,” “intends,” “projects,” “goals,” “objectives,” “targets,” “predicts,” “plans,” “seeks,” and variations of these words and similar expressions. Examples of forward-looking statements include statements we make regarding the conditions to the closing of the Forward Purchase Agreement, the impact of COVID-19, future attendance and box office levels, our liquidity, and the potential conversion of our AMC Preferred Equity Units. Any forward-looking statement speaks only as of the date on which it is made. These forward-looking statements may include, among other things, statements related to AMC’s current expectations regarding the performance of its business, financial results, liquidity and capital resources, and the impact to its business and financial condition of, and measures being taken in response to, the COVID-19 virus, and are based on information available at the time the statements are made and/or management’s good faith belief as of that time with respect to future events, and are subject to risks, trends, uncertainties and other facts that could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. These risks, trends, uncertainties and facts include, but are not limited to, risks related to: the risk of not being able to obtain Hart-Scott-Rodino approval; AMC’s ability to obtain additional liquidity, which if not realized or insufficient to generate the material amounts of additional liquidity that will be required unless it is able to achieve more normalized levels of operating revenues, likely would result with AMC seeking an in-court or out-of-court restructuring of its liabilities; the potential impact of AMC’s existing or potential lease defaults; the impact of the COVID-19 virus on AMC, the motion picture exhibition industry, and the economy in general; the seasonality of AMC’s revenue and working capital; the continued recovery of the North American and international box office; AMC’s significant indebtedness, including its borrowing capacity and its ability to meet its financial maintenance and other covenants; motion picture production and performance; AMC’s lack of control over distributors of films; intense competition in the geographic areas in which AMC operates; increased use of alternative film delivery methods or other forms of entertainment; shrinking exclusive theatrical release window; AMC Stubs A-List not meeting anticipated revenue projections; general and international economic, political, regulatory and other risks; limitations on the availability of capital; AMC’s ability to refinance its indebtedness on favorable terms; availability of financing upon favorable terms or at all; risks relating to impairment losses, including with respect to goodwill and other intangibles, and theatre and other closure charges; supply chain disruptions, labor shortages, increased cost and inflation; and other factors discussed in the reports AMC has filed with the SEC. Should one or more of these risks, trends, uncertainties, or facts materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those indicated or anticipated by the forward-looking statements contained herein. Accordingly, you are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date they are made. Forward-looking statements should not be read as a guarantee of future performance or results and will not necessarily be accurate indications of the times at, or by, which such performance or results will be achieved. For a detailed discussion of risks, trends and uncertainties facing AMC, see the section entitled “Risk Factors” in AMC’s Form 10-K for the year ended December 31, 2021 and Form 10-Q for the quarter ended September 30, 2022 filed with the SEC, and the risks, trends and uncertainties identified in its other public filings. AMC does not intend, and undertakes no duty, to update any information contained herein to reflect future events or circumstances, except as required by applicable law.

## Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

<b>Exhibit Number</b>	<b>Exhibit Description</b>
<a href="#">10.1</a>	<a href="#">Forward Purchase Agreement, dated as of December 22, 2022, by and between AMC Entertainment Holdings, Inc. and Antara Capital LP</a>
<a href="#">99.1</a>	<a href="#">Press Release, dated December 22, 2022</a>
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the inline XBRL document)

**SIGNATURE**

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

Date: December 22, 2022

AMC ENTERTAINMENT HOLDINGS, INC.

By: /s/ Sean D. Goodman

Name: Sean D. Goodman

Title: Executive Vice President and Chief Financial Officer

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## FORWARD PURCHASE AGREEMENT

This Forward Purchase Agreement (this “**Agreement**”) is entered into as of December 22, 2022, by and between AMC Entertainment Holdings, Inc. a Delaware corporation (the “**Company**”) and Antara Capital LP, (the “**Purchaser**”).

WHEREAS, Purchaser has informed the Company that concurrently with the execution of this Agreement it has purchased 60,000,000 AMC Preferred Equity Units (“**APEs**”), each unit constituting of a depository share representing a 1/100th interest in a share of the Company’s Series A Convertible Participating Preferred Stock (“**Preferred Stock**”), for \$0.582 per APE, offered under the Company’s at-the-market program (the “**ATM APEs**”).

WHEREAS, the parties wish to enter into this Agreement, pursuant to which immediately after completion of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the “**HSR Act**”) has expired, the Company shall (i) issue and sell, and the Purchaser shall purchase, on a private placement basis, an additional 106,595,106 of APEs (the “**Forward Purchase APEs**”) and (ii) purchase, and the Purchaser shall sell, on a private basis, \$100 million aggregate principal amount of the Company’s 10%/12% Cash/PIK Toggle Second Lien Notes due 2026 (the “**Notes**”) in exchange for 91,026,191 APEs (the “**Note Purchase APEs**”) and together with the ATM APEs and Forward Purchase APEs, the “**Purchased APEs**”), in each case, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, representations, warranties and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**1. Sale and Purchase.**

(a) Forward Purchase APEs.

(i) Subject to the conditions set forth in this Agreement, the Company shall issue and sell to the Purchaser, and the Purchaser shall purchase from the Company, 106,595,106 Forward Purchase APEs at \$0.704 per APE, for an aggregate purchase price of \$75,065,000 (the “**Forward Purchase Price**”).

(ii) The closing of the sale of the Forward Purchase APEs (the “**Closing**”) shall occur on the Business Day after the applicable waiting period under the HSR Act has expired or been terminated (such date being referred to as the “**Closing Date**”), in the following steps: (a) the Purchaser shall pay the Forward Purchase Price, by wire transfer of United States dollars in immediately available funds to an account specified by the Company and (b) the Company shall issue and register the Forward Purchase APEs in the name of the Purchaser with the Company’s transfer agent by book entry. For the purposes of this Agreement, “**Business Day**” means any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in the City of New York, New York.

(b) Delivery of Forward and Note Purchase APEs. Each register and book entry for the Private Placement APEs (as defined herein) shall contain a legend, in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE TRANSFERRED IN VIOLATION OF SUCH ACT AND LAWS. THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN FORWARD PURCHASE AGREEMENT BY AND AMONG THE HOLDER AND THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY”

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(c) Legend Removal. If the Private Placement APEs are eligible to be sold without restriction under, and without the Company being in compliance with the current public information requirements of, Rule 144 under the Securities Act of 1933, as amended (the “**Securities Act**”), then at the Purchaser’s request, the Company will promptly (and in any event within two Business Days following delivery of any customary seller certificates and documentation) cause the Company’s transfer agent to remove the legend set forth in Section 1(b). In connection therewith, if required by the Company’s transfer agent, the Company will promptly cause an opinion of counsel to be delivered to and maintained with its transfer agent, together with any other authorizations, certificates and directions required by the transfer agent that authorize and direct the transfer agent to transfer such Private Placement APEs without any such legend; provided, however, that the Company will not be required to deliver any such opinion, authorization or certificate or direction if it reasonably believes that removal of the legend could result in or facilitate transfers of the Private Placement APEs in violation of applicable law.

(d) Registration Rights.

a. No later than two (2) Business Days prior to the expiration of the Lock-Up Period (as defined herein), the Company shall file a prospectus supplement (the “**Prospectus**”) to its shelf registration statement on Form S-3 (File No. 333-266536) (the “**Registration Statement**”), which shall be automatically effective pursuant to the Securities Act, registering the resale of the Purchased APEs; provided, however, that the Company’s obligations to include the Purchased APEs held by the Purchaser in the Prospectus are contingent upon the Purchaser furnishing in writing to the Company such information regarding the Purchaser, the securities of the Company held by the Purchaser and the intended method of disposition of such securities as shall be reasonably requested by the Company to effect the registration of the Purchased APEs, and shall execute such documents in connection with such registration as the Company may reasonably request that are customary of a selling stockholder in similar situations. The Company will use its reasonable best efforts to keep the Prospectus continuously effective until the date on which all Purchased APEs covered by the Prospectus have been sold thereunder in accordance with the plan and method of distribution disclosed in the Prospectus, or if earlier, such time as the Purchased APEs, may be sold freely under Rule 144 without any volume or manner of sale restrictions.

b. Notwithstanding anything to the contrary contained herein, the Company may, from time to time require the Purchaser not to sell under the Registration Statement or suspend the use or effectiveness of the Registration Statement if the Company determines in good faith, upon advice of legal counsel, that either in order for the Registration Statement to not contain a material misstatement or omission, an amendment thereto would be needed or would require premature disclosure of information that would materially adversely affect the Company and with respect to which the Company has a bona fide business purpose for keeping confidential (each such circumstance, a “**Suspension Event**”); provided, that, (i) the Company shall not so delay filing or so suspend the use of the Registration Statement on more than two (2) occasions, or for a period of more than thirty (30) consecutive days or more than a total of ninety (90) calendar days, in each case, in any three hundred sixty (360) day period and (iii) the Company shall use commercially reasonable efforts to make such Registration Statement available for the sale by the undersigned of such securities as soon as practicable thereafter.

(a) Notes Repurchase. On the Closing Date, the Company shall purchase from the Purchaser \$100 million aggregate principal amount the Company’s Notes (the “**Exchange Notes**”) in exchange for (i) 91,026,191 Note Purchase APEs (together with the Forward Purchase APEs, the “**Private Placement APEs**”) and (ii) that amount of cash equal to the amount of accrued but unpaid interest on the Exchange Notes, accrued through the Closing Date, calculated in accordance with the indenture related to the Exchange Notes. Upon the Company instructing its transfer agent to register the Note Purchase APEs in the name of the Purchaser by book entry, the Purchaser shall sell, assign, and deliver the Exchange Notes via DWAC process to an account specified by the Company.

**2. Representations and Warranties of the Purchaser.** The Purchaser represents and warrants to the Company as follows, as of the date hereof:

(a) Organization and Power. The Purchaser is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its business as presently conducted and as proposed to be conducted.

(b) Authorization. The Purchaser has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by the Purchaser, will constitute the valid and legally binding obligation of the Purchaser, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) Governmental Consents and Filings. Except as may be made in accordance with the HSR Act pursuant to Section 4(a), no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required in connection with the consummation of the transactions contemplated by this Agreement.

(d) Compliance with Other Instruments. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated by this Agreement will not result in any violation or default (i) of any provisions of its organizational documents, (ii) of any instrument, judgment, order, writ or decree to which it is a party or by which it is bound, (iii) under any note, indenture or mortgage to which it is a party or by which it is bound, (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound or (v) of any provision of federal or state statute, rule or regulation applicable to the Purchaser, in each case (other than clause (i)), which would have a material adverse effect on the Purchaser or its ability to consummate the transactions contemplated by this Agreement.

(e) Purchase Entirely for Own Account. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Private Placement APEs to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of law. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Private Placement APEs. For purposes of this Agreement, "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or any government or any department or agency thereof.



(f) Disclosure of Information. Prior to the execution of this Agreement, the Purchaser has had the opportunity to ask questions of and receive answers from representatives of the Company concerning an investment in the Company, as well as the finances, operations, business and prospects of the Company, and the opportunity to obtain additional information to verify the accuracy of all information so obtained. In determining whether to make this investment, the Purchaser has relied solely on the Purchaser's own knowledge and understanding of the Company and its business based upon the Purchaser's own due diligence investigation and the information furnished pursuant to this paragraph. The Purchaser understands that no person has been authorized to give any information not furnished pursuant to this Section 2 and the Purchaser has not relied on any other representations or information in making its investment decision, whether written or oral, relating to the Company, its operations and/or its prospects, other than as set forth in Section 3.

(g) Restricted Securities. The Purchaser understands that the offer and sale of the Private Placement APEs to the Purchaser has not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Private Placement APEs are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Private Placement APEs indefinitely unless they are registered with the SEC and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Private Placement APEs for resale, except for the registration rights described in Section 1(d). The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Private Placement APEs, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

(h) Experience, Financial Capability and Suitability. The Purchaser is sophisticated in financial matters and is able to evaluate the risks and benefits of the investment in the Forward Private Placement APEs. The Purchaser is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. The Purchaser must bear the economic risk of this investment until the Private Placement APEs are sold pursuant to: (i) an effective registration statement under the Securities Act or (ii) an exemption from registration available with respect to such sale. The Purchaser is able to bear the economic risks of an investment in the Private Placement APEs, and to afford a complete loss of the Purchaser's investment in the Private Placement APEs.

(i) Accredited Investor. The Purchaser is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

(j) No General Solicitation. Neither the Purchaser, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (i) to its knowledge, engaged in any general solicitation, or (ii) published any advertisement in connection with the offer and sale of the Private Placement APEs.

(k) Non-Public Information. The Purchaser acknowledges its obligations under applicable securities laws with respect to the treatment of material non-public information relating to the Company.

(l) Adequacy of Financing. The Purchaser has available to it sufficient funds to satisfy its obligations under this Agreement.

(m) Beneficial Ownership of Exchange Notes. At the Closing, the Exchange Notes will be owned beneficially by the Purchaser free and clear of all liens, encumbrances, restrictions and claims of every kind whatsoever, and upon the acquisition of beneficial ownership of the Exchange Notes by the Company in accordance with the terms of this Agreement, no person will have any lawful and valid claim against the Company in respect of the Exchange Notes. The Exchange Notes are not “restricted securities” as defined in Rule 144 promulgated under the Securities Act.

(n) No Other Representations and Warranties; Non-Reliance. Except for the specific representations and warranties contained in this Section 2 and in any certificate or agreement delivered pursuant hereto, none of the Purchaser nor any person acting on behalf of the Purchaser nor any of the Purchaser’s affiliates (the “**Purchaser Parties**”) has made, makes or shall be deemed to make any other express or implied representation or warranty with respect to the Purchaser and this offering, and the Purchaser Parties disclaim any such representation or warranty. Except for the specific representations and warranties expressly made by the Company in Section 3 of this Agreement and in any certificate or agreement delivered pursuant hereto, the Purchaser specifically disclaims that it is relying upon any other representations or warranties that may have been made by the Company, any person on behalf of the Company or any of the Company’s affiliates.

**3. Representations and Warranties of the Company.** The Company represents and warrants to the Purchaser as follows:

(a) Organization and Corporate Power. The Company is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its business as presently conducted and as proposed to be conducted.

(b) Authorization. The Company has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by the Purchaser, will constitute the valid and legally binding obligation of the Purchaser, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors’ rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) Governmental Consents and Filings. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required in connection with the consummation of the transactions contemplated by this Agreement.

(d) Compliance with Other Instruments. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated by this Agreement will not result in any violation or default (i) of any provisions of its organizational documents, (ii) of any instrument, judgment, order, writ or decree to which it is a party or by which it is bound, (iii) under any note, indenture or mortgage to which it is a party or by which it is bound, (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound or (v) of any provision of federal or state statute, rule or regulation applicable to the Purchaser, in each case (other than clause (i)), which would have a material adverse effect on the Purchaser or its ability to consummate the transactions contemplated by this Agreement.

(e) Title to Shares. The board of directors of the Company has approved this Agreement and the transactions contemplated hereby. Upon issuance in accordance with, and payment pursuant to, the terms hereof, the Private Placement APEs will be duly and validly issued, fully paid and non-assessable. Upon issuance in accordance with, and payment pursuant to, the terms hereof and the Company's organizational documents, the Purchaser will have or receive good title to the Private Placement APEs, free and clear of all liens, claims and encumbrances of any kind, other than (i) transfer restrictions under federal and state securities laws, and (ii) liens, claims or encumbrances imposed due to the actions of the Purchaser.

(f) No General Solicitation. Neither the Company nor any of its affiliates or any person or entity acting on its or their behalf has engaged directly or indirectly in any form of general solicitation or general advertising within the meaning of Rule 502 under the Securities Act in connection with the offering, issuance and sale of the Private Placement APEs.

(g) Reports. The Company has filed or furnished, as applicable all forms, reports, schedules, prospectuses, registration statements and other statements and documents required to be filed or furnished by it with the SEC under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") or the Securities Act since January 1, 2022, or prior to the date of this Agreement (including, for the avoidance of doubt, its annual report on Form 10-K for the fiscal year ended December 31, 2021, collectively, the "**Company Reports**"). As of its respective date, and, if amended, as of the date of the last such amendment, each Company Report complied in all material respects as to form with the applicable requirements of the Securities Act and the Exchange Act, and any rules and regulations promulgated thereunder applicable to such Company Report. As of its respective date, and, if amended, as of the date of the last such amendment, no Company Report contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading. The consolidated financial statements of the Company and its subsidiaries included in the Company Reports present fairly the financial condition, results of operations and cash flows of the Company on a consolidated basis as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Exchange Act and have been prepared in conformity with United States generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein).

(h) Capitalization. As of the date hereof, there were 516,838,912 shares of Common Stock outstanding and 642,750,982 APEs outstanding and 7,288,037 shares of Common Stock and 7,288,037 APEs were otherwise reserved for issuance under the Company's equity incentive plan.

(i) WKSI Status. As of the date hereof, the Company is a "well-known seasoned issuer" as defined under Rule 405 of the Securities Act.

#### **4. Additional Agreements, Acknowledgements and Waivers of the Purchaser.**

(a) HSR Notice. The Purchaser and Company each agree to make, or cause to be made, with respect to the Purchased APEs, no later than ten (10) Business Days after the date hereof, an appropriate filing of a Notification and Report Form ("Notice Form") pursuant to the HSR Act. Each of the Purchaser and the Company shall (i) respond as promptly as practicable to any inquiries or requests received from any governmental body pursuant to the HSR Act and supply any additional information or documentation that may be requested and (ii) use its reasonable best efforts to cause the waiting periods or other requirements under the HSR Act and all other applicable antitrust laws to terminate or expire at the earliest possible date. For the avoidance of doubt, the Purchaser shall be responsible for any filings fees due in connection with the Notice Form or any related filings pursuant to the HSR Act.

(b) Purchaser Lock-Up. During the period beginning from the date hereof and continuing to and including the earlier of (i) 90 days after the date hereof, provided that such period shall be extended by 1 day for each day that the Notice Form is not filed after the date hereof or (ii) the Special Meeting Date (as defined herein) (the “**Lock-Up Period**”), the Purchaser agrees not to offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidation with respect to or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder with respect to, any Purchased APEs; provided, however, that any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Purchased APEs does not impact the Purchaser’s ability to vote such Purchased APEs in favor of the Common Stock Amendment.

(c) Stop Transfer. The Purchaser also agrees and consents to the entry of stop transfer instructions with the Company’s transfer agent and registrar against the transfer of the Private Placement APEs, in compliance with the foregoing restrictions and to the addition of a legend to the Private Placement APEs, describing the foregoing restrictions.

(d) Company Lock-Up. During the period beginning from the date hereof and continuing to and including the earlier of (i) 90 days after the date hereof, provided that such period shall be extended by 1 day for each day that the Notice Form is not filed after the date hereof or (ii) the Special Meeting Date, the Company shall not to (A) offer, sell, contract to sell, pledge, grant any option to purchase, or otherwise transfer or dispose of, directly or indirectly, or file with or confidentially submit to the Securities and Exchange Commission a registration statement under the Securities Act relating to, any securities of the Company that are substantially similar to the Purchased APEs, including additional APEs, or any securities that are convertible into or exchangeable for, or that represent the right to receive APEs, or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing or (B) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of APEs or any such other securities, whether any such transaction described in clause (A) or (B) above is to be settled by delivery of APEs or such other securities, in cash or otherwise without the prior written consent of the Purchaser; provided, however, that this Section 4(d) shall not apply to any sales of APEs by the Company in an amount not to exceed \$40.0 million in aggregate net proceeds. The foregoing restrictions shall not apply to APEs to be sold or issued pursuant to employee stock option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date of this Agreement.

(e) Non-Public Information. Subsequent to the date hereof, the Company shall not provide the Purchaser with any material non-public information without Purchaser’s prior written consent. As of the date hereof, all material non-public information previously provided to the Purchaser by the Company shall have been publicly disclosed by the Company.

(f) Shareholder Meeting. Promptly after the Closing Date, the Company shall (i) call a special meeting of the Company’s stockholders (the “**Special Meeting**”) for a vote to amend the Company’s amended and restated certificate of incorporation to (A) increase the number of authorized shares of the Company’s Class A common stock (“**Common Stock**”) to a number at least sufficient to permit the full conversion of the then-outstanding shares of Preferred Stock into Common Stock, or to such higher number of authorized shares of Common Stock as the Company’s board of directors may determine in its sole discretion and (B) effect a 10 to 1 reverse-stock split of the Common Stock (a “**Common Stock Amendment**”) and (ii) hold the Special Meeting within 90 calendar days of the date hereof (the “**Special Meeting Date**”), provided, however, that such time period shall be extended by 1 day for each day that the Notice Form is not filed after the date hereof, provided, further, that the Company intends to postpone the Special Meeting if the Closing has not occurred before the date of the Special Meeting.

(g) Voting. The Purchaser hereby agrees that in connection with the Special Meeting, the Purchaser shall vote or cause to be voted the Purchased APEs and any additional APEs and Common Stock owned or controlled, either directly or indirectly by the Purchaser or any Purchaser Parties, in favor of the Common Stock Amendment.

(h) Communications. The Company shall before the opening of the New York Stock Exchange on the Business Day following the date hereof, (a) issue a press release (the "**Press Release**") disclosing the material terms of the transactions contemplated hereby, and (b) file a Current Report on Form 8-K (the "**8-K**"), including the Transaction Documents as exhibits thereto. The Company shall provide Purchaser with copies of the Press Release and 8-K and shall not issue the Press Release or file the 8-K without the prior written consent of the Purchaser, not to be unreasonably withheld, conditioned or delayed.

#### **5. Closing Conditions.**

(a) The obligation of the Purchaser to purchase or exchange the Private Placement APEs at the Closing under this Agreement shall be subject to the fulfillment, at or prior to the Closing of each of the following conditions, any of which, to the extent permitted by applicable laws, may be waived by the Purchaser:

(i) Expiration or termination of the applicable waiting period under the HSR Act;

(ii) The Company shall have delivered to such Purchaser a certificate evidencing the Company's good standing as a Delaware corporation as of a date within ten (10) Business Days of the Closing;

(iii) The representations and warranties of the Company set forth in Section 3 of this Agreement shall have been true and correct as of the date hereof and shall be true and correct as of the Closing, as applicable, with the same effect as though such representations and warranties had been made on and as of such date (other than any such representation or warranty that is made by its terms as of a specified date, which shall be true and correct as of such specified date), except where the failure to be so true and correct would not have a material adverse effect on the Company or its ability to consummate the transactions contemplated by this Agreement;

(iv) The Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company at or prior to the Closing;

(v) No order, writ, judgment, injunction, decree, determination, or award shall have been entered by or with any governmental, regulatory, or administrative authority or any court, tribunal, or judicial, or arbitral body, and no other legal restraint or prohibition shall be in effect, preventing the purchase by the Purchaser of the Private Placement APEs;

(vi) The APEs continue to be listed on the New York Stock Exchange as of the Closing Date and there is not a suspension in trading of the APEs;

and

(vii) the Private Placement APEs shall have been approved for listing on the New York Stock Exchange and the Company has submitted a supplemental listing application.

(b) The obligation of the Company to sell the Private Placement APEs at the Closing under this Agreement shall be subject to the fulfillment, at or prior to the Closing of each of the following conditions, any of which, to the extent permitted by applicable laws, may be waived by the Company:

(i) The representations and warranties of the Purchaser set forth in Section 2 of this Agreement shall have been true and correct as of the date hereof and shall be true and correct as of the Closing, as applicable, with the same effect as though such representations and warranties had been made on and as of such date (other than any such representation or warranty that is made by its terms as of a specified date, which shall be true and correct as of such specified date), except where the failure to be so true and correct would not have a material adverse effect on the Purchaser or its ability to consummate the transactions contemplated by this Agreement;

(ii) The Purchaser shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Purchaser at or prior to the Closing; and

(iii) No order, writ, judgment, injunction, decree, determination, or award shall have been entered by or with any governmental, regulatory, or administrative authority or any court, tribunal, or judicial, or arbitral body, and no other legal restraint or prohibition shall be in effect, preventing the purchase by the Purchaser of the Private Placement APEs.

**6. Termination.** This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of the Company and the Purchaser; or

(b) automatically if the Closing does not occur on or prior to 90 days from the date of this Agreement.

In the event of any termination of this Agreement pursuant to this Section 6, this Agreement shall forthwith become null and void and have no effect, without any liability on the part of the Purchaser or the Company and their respective directors, officers, employees, partners, managers, members, or shareholders and all rights and obligations of each party shall cease; provided, however, that nothing contained in this Section 6 shall relieve either party from liabilities or damages arising out of any fraud or willful breach by such party of any of its representations, warranties, covenants or agreements contained in this Agreement.

**7. General Provisions.**

(a) Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile (if any) during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (c) five (5) Business Days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt. All communications sent to the Company shall be sent to:

AMC Entertainment Holdings, Inc.  
One AMC Way  
11500 Ash Street  
Leawood, Kansas 66211  
Attn: Legal Department

with a copy to the Company's counsel at:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Corey Chivers  
Michael Stein  
Email: Corey.Chivers@weil.com  
Michael.Stein@weil.com

All communications to the Purchaser shall be sent to:

Antara Capital LP  
55 Hudson Yards  
47th Floor, Suite C  
New York, NY 10001  
Email: rposner@antaracapital.com

with a copy to Purchaser's counsel at:

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York New York 10019  
Attn: Rachel Strickland  
Email: rstrickland@willkie.com

(b) No Finder's Fees. Other than any fees payable to Citigroup Global Markets Inc., which shall be the responsibility of the Company, each party represents that it neither is nor will be obligated for any finder's fee in connection with this transaction, or any commission for which the other party would be or become liable. The Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Purchaser or any of its officers, employees or representatives is responsible. The Company agrees to indemnify and hold harmless the Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

(c) Survival of Representations and Warranties. All of the representations and warranties contained herein shall survive the Closing.

(d) Entire Agreement. This Agreement, together with any documents, instruments and writings that are delivered pursuant hereto or referenced herein, constitutes the entire agreement and understanding of the parties hereto in respect of its subject matter and supersedes all prior understandings, agreements or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby.

(e) Successors. All of the terms, agreements, covenants, representations, warranties and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the parties hereto and their respective successors. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(f) Assignments. Except as otherwise specifically provided herein, no party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

(h) Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

(i) Governing Law. This Agreement, the entire relationship of the parties hereto, and any dispute between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of New York, without giving effect to its choice of laws principles.

(j) Jurisdiction. The parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of New York and to the jurisdiction of the United States District Court for the Southern District of New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in state courts of New York or the United States District Court for the Southern District of New York, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

(k) Waiver of Jury Trial. The parties hereto hereby waive any right to a jury trial in connection with any litigation pursuant to this Agreement and the transactions contemplated hereby.

(l) Amendments. This Agreement may not be amended, modified or waived as to any particular provision, except with the prior written consent of the Company and the Purchaser.

(m) Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any party hereto or to any circumstance, is adjudged by a governmental authority, arbitrator, or mediator not to be enforceable in accordance with its terms, the parties hereto agree that the governmental authority, arbitrator, or mediator making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced.



(n) Expenses. Each of the Company and the Purchaser will bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement and the consummation of the transactions contemplated hereby, including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants. The Company shall be responsible for the fees of its transfer agent and any stamp taxes associated with the sale of the Private Placement APEs. The Purchaser shall be responsible for any stamp taxes and broker fees associated with delivery of the Exchange Notes to the Company.

(o) Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party hereto because of the authorship of any provision of this Agreement. Any reference to any federal, state, local or foreign law will be deemed also to refer to law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words “include,” “includes” and “including” will be deemed to be followed by “without limitation.” Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words “this Agreement,” “herein,” “hereof,” “hereby,” “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties hereto intend that each representation, warranty and covenant contained herein will have independent significance. If any party hereto has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party hereto has not breached will not detract from or mitigate the fact that such party hereto is in breach of the first representation, warranty or covenant.

(p) Waiver. No waiver by any party hereto of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent occurrence.

(q) Specific Performance. Each party agrees that irreparable damage may occur in the event any provision of this Agreement was not performed by such party in accordance with the terms hereof and that the non-breaching party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first set forth above.

**PURCHASER:**

**Antara Capital LP, on behalf of certain private investment funds**

By: /s/ Himanshu Gulati

Name: Himanshu Gulati

Title: Managing Member

**COMPANY:**

**AMC Entertainment Holdings, Inc.**

By: /s/ Sean D. Goodman

Name: Sean D. Goodman

Title: Executive Vice President and Chief Financial Officer

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**INVESTOR RELATIONS:**  
 John Merriwether, 866-248-3872  
[InvestorRelations@amctheatres.com](mailto:InvestorRelations@amctheatres.com)

**MEDIA CONTACTS:**  
 Ryan Noonan, (913) 213-2183  
[rnoonan@amctheatres.com](mailto:rnoonan@amctheatres.com)

**FOR IMMEDIATE RELEASE**

**AMC Entertainment Holdings, Inc. Announces \$110 Million Equity Capital Raise, a \$100 Million Debt for Equity Exchange, and a Proposed Vote to Convert AMC Preferred Equity (“APE”) Units Into AMC Common Shares and Implement a Reverse Stock Split**

- *Raises \$110 million of new equity capital through the sale of APE units to Antara Capital, LP (“Antara”) at a weighted average price of \$0.660 per share. The APE closing price on the NYSE on December 21, 2022 was \$0.685.*
- *Reduces debt by \$100 million principal amount of 2nd Lien Notes due 2026 currently held by Antara in exchange for approximately 91.0 million APE units. This \$100 million principal debt reduction reduces annual interest expense by approximately \$10 million.*
- *Seeks a special shareholder meeting to vote on the following AMC Board of Directors proposals:*
  - o *To convert APE units into AMC common shares.*
  - o *To reverse-split the number of AMC common shares at a 1:10 ratio*

**LEAWOOD, KANSAS - (December 22, 2022)** -- AMC Entertainment Holdings, Inc. (NYSE: AMC and APE) (“AMC” or “the Company”), today announced it will raise \$110 million of new equity capital through the sale of APE units to Antara Capital, LP (“Antara”) in two tranches at a weighted average price of \$0.660 per share. The APE unit closing price on the New York Stock Exchange on December 21, 2022 was \$0.685.

Under the terms of the agreement, Antara, a current AMC debt holder, will also exchange \$100 million principal amount of 2nd Lien Notes due 2026 for approximately 91.0 million APE units thereby reducing AMC’s outstanding debt by \$100 million. As a result of the \$100 million principal debt reduction, future annual interest expense will be reduced by approximately \$10 million.

The sale of APE units to Antara will be split into two tranches. The first tranche involves the immediate purchase by Antara of 60 million APE units under the Company’s at-the-market program (“ATM program”). The second tranche, for the purchase of approximately 106.6 million APE units, as well as the \$100 million debt exchange, are subject to the completion of the waiting period under Hart-Scott-Rodino (“HSR”).

In addition, AMC’s Board of Directors is seeking to hold a special meeting for holders of both AMC common shares and APE units (voting together) to vote on the following proposals:

- To increase the authorized number of AMC common shares to permit the conversion of APE units into AMC common shares.
  - To affect a reverse-split of AMC common shares at a 1:10 ratio.
-

To adjust authorized ordinary share capital such that, after giving effect to the above proposals if adopted, AMC would have the same ability to issue additional common equity as it currently has to issue additional APE units.

As part of the agreement, Antara has agreed to hold their APE units for up to 90 days and vote them at the special meeting in favor of the proposals. In addition, AMC will limit the amount of additional equity capital it can raise prior to the special meeting.

Adam Aron, Chairman and CEO of AMC Entertainment commented, “AMC’s ongoing capital raising efforts and balance sheet strengthening continues in earnest. We have agreed with Antara to raise \$110 million dollars of fresh equity capital, taking our total equity capital raised through the sale of APE units to \$272 million of additional cash over the last 90 days. In addition, with this Antara transaction, we also are improving our balance sheet by reducing the principal balance of our debt by yet another \$100 million through a debt for APE unit exchange. This is in addition to the approximate \$180 million of debt reduction already accomplished by AMC in 2022.”

Aron added, “Clearly, the existence of APEs has been achieving exactly their intended purposes. They have let AMC raise much welcomed cash, reduce debt and in so doing deleverage our balance sheet and allow us to explore possible M&A activity. However, given the consistent trading discount that we are routinely seeing in the price of APE units compared to AMC common shares, we believe it is in the best interests of our shareholders for us to simplify our capital structure, thereby eliminating the discount that has been applied to the APE units in the market.”

Aron concluded, “All should know that our liquidity position is now significantly enhanced, and our balance sheet is strengthened. We look forward to a growing industry box office in 2023 and beyond and also look forward to AMC continuing to benefit from our unique leadership position in the movie theatre industry.”

The capital raise and debt exchange are subject to customary closing conditions.

#### **About AMC Entertainment Holdings, Inc.**

AMC is the largest movie exhibition company in the United States, the largest in Europe and the largest throughout the world with approximately 940 theatres and 10,500 screens across the globe. AMC has propelled innovation in the exhibition industry by: deploying its Signature power-recliner seats; delivering enhanced food and beverage choices; generating greater guest engagement through its loyalty and subscription programs, web site and mobile apps; offering premium large format experiences and playing a wide variety of content including the latest Hollywood releases and independent programming. For more information, visit [www.amctheatres.com](http://www.amctheatres.com).

#### **Website Information**

This press release, along with other news about AMC, is available at [www.amctheatres.com](http://www.amctheatres.com). We routinely post information that may be important to investors in the Investor Relations section of our website, [www.investor.amctheatres.com](http://www.investor.amctheatres.com). We use this website as a means of disclosing material, non-public information and for complying with our disclosure obligations under Regulation FD, and we encourage investors to consult that section of our website regularly for important information about AMC. The information contained on, or that may be accessed through, our website is not incorporated by reference into, and is not a part of, this document. Investors interested in automatically receiving news and information when posted to our website can also visit [www.investor.amctheatres.com](http://www.investor.amctheatres.com) to sign up for email alerts.

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## Forward-Looking Statements

This press release includes “forward-looking statements” within the meaning of the federal securities laws. In many cases, these forward-looking statements may be identified by the use of words such as “will,” “may,” “should,” “believes,” “expects,” “anticipates,” “estimates,” “intends,” “projects,” “goals,” “objectives,” “targets,” “predicts,” “plans,” “seeks,” and variations of these words and similar expressions. Examples of forward-looking statements include statements we make regarding completion of the waiting period under Hart-Scott-Rodino, the impact of COVID-19, future attendance and box office levels, our liquidity, and the potential conversion of our AMC Preferred Equity Units. Any forward-looking statement speaks only as of the date on which it is made. These forward-looking statements may include, among other things, statements related to AMC’s current expectations regarding the performance of its business, financial results, liquidity and capital resources, and the impact to its business and financial condition of, and measures being taken in response to, the COVID-19 virus, and are based on information available at the time the statements are made and/or management’s good faith belief as of that time with respect to future events, and are subject to risks, trends, uncertainties and other facts that could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. These risks, trends, uncertainties and facts include, but are not limited to, risks related to: AMC’s ability to obtain additional liquidity, which if not realized or insufficient to generate the material amounts of additional liquidity that will be required unless it is able to achieve more normalized levels of operating revenues, likely would result with AMC seeking an in-court or out-of-court restructuring of its liabilities; the potential impact of AMC’s existing or potential lease defaults; the impact of the COVID-19 virus on AMC, the motion picture exhibition industry, and the economy in general; the seasonality of AMC’s revenue and working capital; the continued recovery of the North American and international box office; AMC’s significant indebtedness, including its borrowing capacity and its ability to meet its financial maintenance and other covenants; motion picture production and performance; AMC’s lack of control over distributors of films; intense competition in the geographic areas in which AMC operates; increased use of alternative film delivery methods or other forms of entertainment; shrinking exclusive theatrical release window; AMC Stubs A-List not meeting anticipated revenue projections; general and international economic, political, regulatory and other risks; limitations on the availability of capital; AMC’s ability to refinance its indebtedness on favorable terms; availability of financing upon favorable terms or at all; risks relating to impairment losses, including with respect to goodwill and other intangibles, and theatre and other closure charges; supply chain disruptions, labor shortages, increased cost and inflation; and other factors discussed in the reports AMC has filed with the SEC. Should one or more of these risks, trends, uncertainties, or facts materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those indicated or anticipated by the forward-looking statements contained herein. Accordingly, you are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date they are made. Forward-looking statements should not be read as a guarantee of future performance or results and will not necessarily be accurate indications of the times at, or by, which such performance or results will be achieved. For a detailed discussion of risks, trends and uncertainties facing AMC, see the section entitled “Risk Factors” in AMC’s Form 10-K for the year ended December 31, 2021 and Form 10-Q for the quarter ended September 30, 2022 filed with the SEC, and the risks, trends and uncertainties identified in its other public filings. AMC does not intend, and undertakes no duty, to update any information contained herein to reflect future events or circumstances, except as required by applicable law.

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