

**INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES**

OMB Number:	3235-0104
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Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* <u>Antara Capital LP</u>  (Last) (First) (Middle) <u>55 HUDSON YARDS, 47TH FLOOR SUITE C</u>  (Street) <u>NEW YORK NY 10001</u>  (City) (State) (Zip)	2. Date of Event Requiring Statement (Month/Day/Year) <u>02/07/2023</u>	3. Issuer Name and Ticker or Trading Symbol <u>AMC ENTERTAINMENT HOLDINGS, INC. [ AMC, APE ]</u>	
		4. Relationship of Reporting Person(s) to Issuer (Check all applicable)  Director <input checked="" type="checkbox"/> 10% Owner Officer (give title below) _____ Other (specify below) _____	5. If Amendment, Date of Original Filed (Month/Day/Year)  6. Individual or Joint/Group Filing (Check Applicable Line) Form filed by One Reporting Person <input checked="" type="checkbox"/> Form filed by More than One Reporting Person

**Table I - Non-Derivative Securities Beneficially Owned**

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
Class A Common Stock	5,000,000 <sup>(1)</sup>	I	See footnotes <sup>(2)(3)(4)</sup>
AMC Preferred Equity Units	252,683,817	I	See footnotes <sup>(2)(3)(4)</sup>

**Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)**

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
Total Return Swap <sup>(5)</sup>	02/03/2023	02/03/2024	Class A Common Stock	2,000,000	(5)	I	See footnotes <sup>(2)(3)(4)</sup>
Total Return Swap <sup>(6)</sup>	12/28/2022	12/28/2023	Class A Common Stock	10,480,581	(6)	I	See footnotes <sup>(2)(3)(4)</sup>
Total Return Swap <sup>(7)</sup>	12/30/2022	12/30/2023	Class A Common Stock	360,000	(7)	I	See footnotes <sup>(2)(3)(4)</sup>
Total Return Swap <sup>(8)</sup>	12/30/2022	12/30/2023	Class A Common Stock	640,000	(8)	I	See footnotes <sup>(2)(3)(4)</sup>
Total Return Swap <sup>(9)</sup>	01/03/2023	01/03/2024	Class A Common Stock	845,000	(9)	I	See footnotes <sup>(2)(3)(4)</sup>
Total Return Swap <sup>(10)</sup>	01/11/2023	01/11/2024	Class A Common Stock	500,000	(10)	I	See footnotes <sup>(2)(3)(4)</sup>
Total Return Swap <sup>(11)</sup>	02/02/2023	02/02/2024	Class A Common Stock	1,000,000	(11)	I	See footnotes <sup>(2)(3)(4)</sup>
Call Option (obligation to sell)	(12)	02/09/2023	Class A Common Stock	52,100	6	I	See footnotes <sup>(2)(3)(4)</sup>
Put Option (obligation to buy)	(12)	02/13/2023	Class A Common Stock	37,908	4	I	See footnotes <sup>(2)(3)(4)</sup>
Put Option (obligation to buy)	(12)	02/21/2023	Class A Common Stock	33,500	3	I	See footnotes <sup>(2)(3)(4)</sup>
Put Option (obligation to buy)	(12)	02/21/2023	Class A Common Stock	121,500	4	I	See footnotes <sup>(2)(3)(4)</sup>
Call Option (right to buy)	(12)	03/16/2023	Class A Common Stock	10,000	7	I	See footnotes <sup>(2)(3)(4)</sup>
Put Option (right to sell)	(12)	03/16/2023	Class A Common Stock	410,486	2	I	See footnotes <sup>(2)(3)(4)</sup>
Put Option (right to sell)	(12)	03/16/2023	Class A Common Stock	139,000	3	I	See footnotes <sup>(2)(3)(4)</sup>
Put Option (right to sell)	(12)	03/16/2023	Class A Common Stock	38,915	5	I	See footnotes <sup>(2)(3)(4)</sup>
Put Option (right to sell)	(12)	03/16/2023	Class A Common Stock	20,000	6	I	See footnotes <sup>(2)(3)(4)</sup>
Call Option (right to buy)	(12)	03/17/2023	Class A Common Stock	12,805	8	I	See footnotes <sup>(2)(3)(4)</sup>
Put Option (right to sell)	(12)	03/17/2023	Class A Common Stock	101,330	2	I	See footnotes <sup>(2)(3)(4)</sup>
Put Option (right to sell)	(12)	03/17/2023	Class A Common Stock	97,761	3	I	See footnotes <sup>(2)(3)(4)</sup>
Call Option (right to buy)	(12)	04/20/2023	Class A Common Stock	30,000	8	I	See footnotes <sup>(2)(3)(4)</sup>

1. Name and Address of Reporting Person* <u>Antara Capital LP</u>  (Last) (First) (Middle) <u>55 HUDSON YARDS, 47TH FLOOR SUITE C</u>  (Street) <u>NEW YORK NY 10001</u>
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(City)	(State)	(Zip)
1. Name and Address of Reporting Person*		
<a href="#">Antara Capital Fund GP LLC</a>		
(Last)	(First)	(Middle)
55 HUDSON YARDS, 47TH FLOOR SUITE C		
(Street)		
NEW YORK	NY	10001
(City)	(State)	(Zip)
1. Name and Address of Reporting Person*		
<a href="#">Antara Capital Master Fund LP</a>		
(Last)	(First)	(Middle)
55 HUDSON YARDS, 47TH FLOOR SUITE C		
(Street)		
NEW YORK	NY	10001
(City)	(State)	(Zip)
1. Name and Address of Reporting Person*		
<a href="#">Antara Capital GP LLC</a>		
(Last)	(First)	(Middle)
55 HUDSON YARDS, 47TH FLOOR SUITE C		
(Street)		
NEW YORK	NY	10001
(City)	(State)	(Zip)
1. Name and Address of Reporting Person*		
<a href="#">Gulati Himanshu</a>		
(Last)	(First)	(Middle)
55 HUDSON YARDS, 47TH FLOOR SUITE C		
(Street)		
NEW YORK	NY	10001
(City)	(State)	(Zip)

**Explanation of Responses:**

1. Before the Reporting Persons became subject to Section 16, Antara Master Fund effected a short sale of 380,900 shares of Class A Common Stock and borrowed shares from an unaffiliated broker for delivery against the sale. The short position remains open, and therefore Antara Master Fund is obligated to deliver 380,900 shares of Class A Common Stock to the lender in repayment of the stock loan.
2. This Form 3 is being filed on behalf of (i) Antara Capital Master Fund LP, a Cayman Islands exempted limited partnership ("Antara Master Fund"), (ii) Antara Capital LP, a Delaware limited partnership ("Antara Capital"), (iii) Antara Capital GP LLC, a Delaware limited liability company ("Antara GP"), (iv) Antara Capital Fund GP LLC, a Delaware limited liability company ("Antara Fund GP") and (v) Himanshu Gulati (collectively, the "Reporting Persons").
3. Antara Capital serves as the investment manager of Antara Master Fund. Antara Fund GP is the general partner of Antara Master Fund and Antara GP is the general partner of Antara Capital. Himanshu Gulati is the sole member of Antara Fund GP and Antara GP. Each of Antara Capital, Antara GP, Antara Fund GP and Himanshu Gulati may be deemed to indirectly beneficially own the securities held directly by the Antara Master Fund and each disclaims beneficial ownership of all such securities except to the extent of any indirect pecuniary interest therein.
4. The securities are held directly by Antara Master Fund.
5. Antara Master Fund entered into a total return swap with a counterparty under which Antara Master Fund acquired 2,000,000 "notional" shares of Class A Common Stock for a price of \$6.08 per share. The swap agreement provides that, upon settlement of the swap, Antara Master Fund will pay the purchase price to the counterparty, and the counterparty will pay to Antara Master Fund an amount equal to the then market price of 2,000,000 shares of Class A Common Stock. Any dividends received by the counterparty on the 2,000,000 shares of Class A Common Stock during the term of the agreement will be paid to Antara Master Fund, and Antara Master Fund pays the counterparty interest on the purchase price at a rate tied to a market index.
6. Before the Reporting Persons became subject to Section 16, Antara Master Fund entered into a total return swap with a counterparty under which, upon settlement of the swap, (i) the counterparty will pay \$40,245,431.04 to Antara Master Fund, representing \$3.84 per share for each share of Class A Common Stock that is subject to the agreement, and (ii) Antara Master Fund will pay to the counterparty an amount equal to the then market price of 10,480,581 shares of Class A Common Stock. Any dividends received by Antara Master Fund on the 10,480,581 shares of Class A Common Stock during the term of the agreement will be paid to counterparty, and Antara Master Fund also pays a negotiated fee to the counterparty.
7. Before the Reporting Persons became subject to Section 16, Antara Master Fund entered into a total return swap with a counterparty under which, upon settlement of the swap, (i) the counterparty will pay \$1,419,948 to Antara Master Fund, representing \$3.944 per share for each share of Class A Common Stock that is subject to the agreement, and (ii) Antara Master Fund will pay to the counterparty an amount equal to the then market price of 360,000 shares of Class A Common Stock. Any dividends received by Antara Master Fund on the 360,000 shares of Class A Common Stock during the term of the agreement will be paid to counterparty, and Antara Master Fund also pays a negotiated fee to the counterparty.
8. Before the Reporting Persons became subject to Section 16, Antara Master Fund entered into a total return swap with a counterparty under which, upon settlement of the swap, (i) the counterparty will pay \$2,604,800 to Antara Master Fund, representing \$4.07 per share for each share of Class A Common Stock that is subject to the agreement, and (ii) Antara Master Fund will pay to the counterparty an amount equal to the then market price of 640,000 shares of Class A Common Stock. Any dividends received by Antara Master Fund on the 640,000 shares of Class A Common Stock during the term of the agreement will be paid to counterparty, and Antara Master Fund also pays a negotiated fee to the counterparty.
9. Before the Reporting Persons became subject to Section 16, Antara Master Fund entered into a total return swap with a counterparty under which, upon settlement of the swap, (i) the counterparty will pay \$3,320,850 to Antara Master Fund, representing \$3.93 per share for each share of Class A Common Stock that is subject to the agreement, and (ii) Antara Master Fund will pay to the counterparty an amount equal to the then market price of 845,000 shares of Class A Common Stock. Any dividends received by Antara Master Fund on the 845,000 shares of Class A Common Stock during the term of the agreement will be paid to counterparty, and Antara Master Fund also pays a negotiated fee to the counterparty.
10. Before the Reporting Persons became subject to Section 16, Antara Master Fund entered into a total return swap with a counterparty under which, upon settlement of the swap, (i) the counterparty will pay \$2,358,600 to Antara Master Fund, representing \$4.717 per share for each share of Class A Common Stock that is subject to the agreement, and (ii) Antara Master Fund will pay to the counterparty an amount equal to the then market price of 500,000 shares of Class A Common Stock. Any dividends received by Antara Master Fund on the 500,000 shares of Class A Common Stock during the term of the agreement will be paid to counterparty, and Antara Master Fund also pays a negotiated fee to the counterparty.
11. Before the Reporting Persons became subject to Section 16, Antara Master Fund entered into a total return swap with a counterparty under which, upon settlement of the swap, (i) the counterparty will pay \$6,114,400 to Antara Master Fund, representing \$6.114 per share for each share of Class A Common Stock that is subject to the agreement, and (ii) Antara Master Fund will pay to the counterparty an amount equal to the then market price of 1,000,000 shares of Class A Common Stock. Any dividends received by Antara Master Fund on the 1,000,000 shares of Class A Common Stock during the term of the agreement will be paid to counterparty, and Antara Master Fund also pays a negotiated fee to the counterparty.

