FORM 3

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

OMB A	APPR	OVAL
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INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

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

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)	
Class A Common Stock	5,000,000(1)	I	See footnotes ⁽²⁾⁽³⁾⁽⁴⁾
AMC Preferred Equity Units	252,683,817	I	See footnotes ⁽²⁾⁽³⁾⁽⁴⁾

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

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

1. Name and Address <u>Antara Capital</u>			
(Last)	(First)	(Middle)	
55 HUDSON YAI	RDS, 47TH FLOO	R SUITE C	
(Street)			
NEW YORK	NY	10001	
,			

(City) (State)	(Zip)	
1. Name and Address of Reporting Person*		
Antara Capital Fund GP LLC		
(Last) (First)	(Middle)	
55 HUDSON YARDS, 47TH FLOOR S	SUITE C	
(Street)		_
NEW YORK NY	10001	
(City) (State)	(Zip)	
Name and Address of Reporting Person*		
Antara Capital Master Fund LP		_
(Last) (First)	(Middle)	
55 HUDSON YARDS, 47TH FLOOR S	SUITE C	
(Street)		_
NEW YORK NY	10001	
(City) (State)	(Zip)	
Name and Address of Reporting Person*		
Antara Capital GP LLC		
(Last) (First)	(Middle)	
55 HUDSON YARDS, 47TH FLOOR S	SUITE C	
(Street)		_
NEW YORK NY	10001	
(City) (State)	(Zip)	
1. Name and Address of Reporting Person*		
Gulati Himanshu		_
(Last) (First)	(Middle)	
55 HUDSON YARDS, 47TH FLOOR S	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") 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 also pays a negotiated fee to the counterparty, and Antara Master Fund also pays a
- 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 \$45,000 shares of Class A Common Stock Any dividends received by 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.

12. Denotes option exercisable at any time prior to the expiration date.

Remarks:

This Form 3 is the first of two Forms 3 being filed relating to the same event. The Form 3 has been split into two filings because there are more than 30 lines in Table II in total, and the SEC's EDGAR filing system limits a single Form 3 to a maximum of 30 lines in Table II. Each Form 3 will be filed by the Reporting Persons.

Antara Capital LP By: Antara Capital GP LLC, its general partner By: /s/ Himanshu Gulati 02/17/2023 Name: Himanshu Gulati Title: Managing Member Antara Capital GP LLC By: /s/ Himanshu Gulati Name: Himanshu 02/17/2023 Gulati Title: Managing Member Antara Capital Master Fund LP By: Antara Capital LP, not in its individual corporate capacity, but solely as Investment Advisor and 02/17/2023 agent By: Antara Capital GP LLC, its general partner By: /s/ Himanshu Gulati Name: Himanshu Gulati Title: Managing Antara Capital Fund GP LLC By: /s/ Himanshu Gulati Name: 02/17/2023 Himanshu Gulati Title: Managing Member /s/ Himanshu Gulati Himanshu 02/17/2023 Gulati ** Signature of Reporting Person Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.

 $^{^{\}star}$ If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

^{**} Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).