EXECUTION COPY

THIS AMENDMENT AGREEMENT is made as of 25 September 2017,

B E T W E E N:

CINEPLEX ENTERTAINMENT LIMITED PARTNERSHIP
CINEPLEX INC.
as Borrowers

-and -

GALAXY ENTERTAINMENT INC.
CINEPLEX ENTERTAINMENT CORPORATION
FAMOUS PLAYERS LIMITED PARTNERSHIP
FAMOUS PLAYERS CO.
CINEPLEX ODEON (QUEBEC) INC.
7088205 CANADA LIMITED
CINÉ-PARC MERCIER INC. / MERCIER DRIVE-IN THEATRE INC.
CINEPLEX DIGITAL MEDIA INC.
LES FILMS CINEPLEX ODEON QUÉBEC INC.
CINEMA 6 BOUCHERVILLE INC.
VILLE LASALLE GENERAL PARTNERSHIP
DDC GROUP INTERNATIONAL INC.
LES ENTREPRISES CINEMATOGRAPHIQUES DE ST-HYACINTHE INC.
2921511 CANADA INC.
SOCIETE DELSON-DORION S.E.N.C.
PLAYER ONE AMUSEMENT GROUP INC.
2480777 LIMITED PARTNERSHIP
2480777 ONTARIO LIMITED
TRICORP AMUSEMENTS INC.
BRADY STARBURST LLC
PREMIER AMUSEMENTS, INC.
PLAYDIUM ACQUISITION CO.
SFN GAMING INC.
SFN GAMING LLC
as Guarantors

- and -

THE BANK OF NOVA SCOTIA,
in its capacity as Administrative Agent on behalf of
the Lenders which are parties to the
Sixth Amended and Restated Credit Agreement

RECITALS:

A. Cineplex Entertainment Limited Partnership and Cineplex Inc., as borrowers, Galaxy Entertainment Inc., Cineplex Entertainment Corporation, Famous Players Limited Partnership, Famous Players Co., Cineplex Odeon (Quebec) Inc., 7088205 Canada Limited, Ciné-Parc Mercier Inc. / Mercier Drive-In Theatre Inc., Cineplex Digital Media Inc. (Ontario corporation number 001965733) (as successor by amalgamation to EK3

Technologies Inc., EK3 Media Inc. and Cineplex Digital Media Inc. (Ontario corporation number 001828645)), Les Films Cineplex Odeon Québec Inc., Cinema 6 Boucherville Inc., Ville Lasalle General Partnership, DDC Group International Inc., Les Entreprises Cinematographiques de St-Hyacinthe Inc., 2921511 Canada Inc., Societe Delson-Dorion S.E.N.C., Player One Amusement Group Inc. (formerly Cineplex Starburst Inc.), 2480777 Limited Partnership, 2480777 Ontario Limited, Tricorp Amusements Inc., Brady Starburst LLC, Premier Amusements, Inc., Playdium Acquisition Co., SFN Gaming Inc., SFN Gaming LLC, as Guarantors, the Lenders from time to time party thereto, as Lenders, and The Bank of Nova Scotia, as administrative agent (the "**Agent**") are parties to a sixth amended and restated credit agreement made as of 2 May 2016 (as amended and supplement to the date hereof, collectively the "**Credit Agreement**"). Terms not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

B. Pursuant to certain dissolution agreements made as of December 15, 2016, Point & Click Auctions Inc. and ITS Games Canada Inc., each of which were parties to the Credit Agreement, were dissolved and their assets were transferred to Player One Amusement Group Inc.

C. Pursuant to an Accordion Request dated September 5, 2017 delivered by the Borrower in accordance with Section 4.1(1) of the Credit Agreement, the Borrower has requested an increase in the principal amount of Credit A in the amount of $75,000,000.

D. The parties are entering into this Agreement to provide for the terms and conditions of the foregoing.

NOW THEREFORE, for value received, and intending to be legally bound by this Agreement, the parties agree as follows:

1.1 Amendment To Definition of "Credit A" and Section 2.1

The reference to "$400,000,000" in each of: (i) the definition of "Credit A" in Section 1.1 of the Credit Agreement and (ii) in the third line of Section 2.1(1) of the Credit Agreement, is hereby deleted and replaced with a reference to "$475,000,000".

1.2 Amendment to Section 4.1 of the Credit Agreement

Section 4.1(1) of the Credit Agreement is hereby amended by deleting the reference to "$150,000,000" and replacing it with a reference to "$75,000,000".

1.3 Amendment to Schedule E

Schedule E (Applicable Percentages of Lenders) of the Credit Agreement is hereby deleted in its entirety and replaced with Schedule E (Applicable Percentages of Lenders) attached to this Agreement.

1.4 Conditions Precedent

The following conditions precedent must be satisfied on or prior the entering into of this Agreement, unless waived by the Lenders:

(a) the Agent shall have received:

(i) duly executed copies of this Agreement; and

(ii) a certificate of the Borrowers containing the financial covenant calculations, in reasonable detail and in a form satisfactory to the Agent, acting reasonably, demonstrating *pro forma* compliance with the covenants in Section 9.1 of the Credit Agreement for the four fiscal quarters most recently ended and for each fiscal year up to and including the fiscal year in which the Maturity Date occurs (in each case, after giving effect to the increase in Credit A provided for in Section 1.1 of this Agreement and any additional borrowings thereunder); and

(b) all fees and expenses payable to the Agent and Lenders as a result of the increase in Credit A provided for in Section 1.1 of this Agreement shall have been paid.

1.5 Representations and Warranties

Each Obligor represents and warrants to the Agent and Lenders as specified below:

(a) the entering into and performance by it of this Agreement (i) have been duly authorized by all necessary corporate or other action on its part, and (ii) do not and will not violate its Constating Documents or any Applicable Law;

(b) this Agreement constitutes a legal, valid and binding obligation of each Obligor enforceable against it in accordance with its terms, subject to the availability of equitable remedies and the effect of bankruptcy, insolvency and similar laws affecting the rights of creditors generally;

(c) the representations and warranties made by it in the Credit Agreement, other than those expressly stated to be made as of a specific date, are true and correct as of the date hereof with the same effect as if such representations and warranties had been made on and as of the date hereof; and

(d) no Event of Default or Pending Event of Default has occurred and is continuing on the date hereof.

1.6 Consent by Guarantors

Each of the Guarantors acknowledges and consents to the foregoing amendments and confirms that its guarantee of the obligations of the Borrower remains in full force and effect.

1.7 Confirmation of Loan Documents

The Credit Agreement, as amended herein, and the other Loan Documents shall continue in full force and effect in accordance with their respective terms and are hereby ratified and confirmed in all respects.

1.8 Further Assurances

At the request of the Agent, the Obligors shall do all such further acts and execute and deliver all such further documents as may, in the reasonable opinion of the Agent, be necessary or desirable in order to fully perform and carry out the purpose and intent of this Agreement.

1.9 Counterparts and Facsimile

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile copy or sending a scanned or other copy by electronic email of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement, but the party delivering a facsimile copy or by sending a scanned or other copy by electronic mail shall deliver an original copy of this Agreement as soon as possible after delivering the facsimile copy or scanned or other copy by electronic mail.

1.10 Governing Law

This Agreement shall for all purposes be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

1.11 Execution by Agent and Obligors

This Agreement has been executed by the Agent for and on behalf of the Lenders in accordance with the authority granted to the Agent pursuant to section 4.1(3) of the Credit Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS OF WHICH, the undersigned has executed this Agreement as of the date first written above.

THE BANK OF NOVA SCOTIA, as Agent and on behalf of the Lenders

By: *"Clement Yu"*
Name: Clement Yu
Title: Director

By: *"Ryan Moonilal"*
Name: Ryan Moonilal
Title: Analyst

[signature page for Amendment Agreement to Sixth Amended and Restated Credit Agreement]

IN WITNESS OF WHICH, the undersigned has executed this Agreement as of the date first written above.

CINEPLEX ENTERTAINMENT LIMITED PARTNERSHIP, by its general partner, CINEPLEX ENTERTAINMENT CORPORATION
CINEPLEX INC.
CINEPLEX ENTERTAINMENT CORPORATION
GALAXY ENTERTAINMENT INC.
FAMOUS PLAYERS LIMITED PARTNERSHIP, by its general partner FAMOUS PLAYERS CO.
FAMOUS PLAYERS CO.
CINEPLEX ODEON (QUEBEC) INC.
7088205 CANADA LIMITED
CINÉ-PARC MERCIER INC. / MERCIER DRIVE-IN THEATRE INC.
CINEPLEX DIGITAL MEDIA INC.
LES FILMS CINEPLEX ODEON QUÉBEC INC.
CINEMA 6 BOUCHERVILLE INC.
VILLE LASALLE GENERAL PARTNERSHIP, by its general partners, CINEPLEX ENTERTAINMENT LIMITED PARTNERSHIP, by its general partner, CINEPLEX ENTERTAINMENT CORPORATION and FAMOUS PLAYERS LIMITED PARTNERSHIP, by its general partner FAMOUS PLAYERS CO.
DDC GROUP INTERNATIONAL INC.
LES ENTREPRISES CINEMATOGRAPHIQUES DE ST-HYACINTHE INC.
2921511 CANADA INC.
SOCIETE DELSON-DORION S.E.N.C., by its general partners, CINEPLEX ENTERTAINMENT LIMITED PARTNERSHIP, by its general partner, CINEPLEX ENTERTAINMENT CORPORATION and FAMOUS PLAYERS LIMITED PARTNERSHIP by its general partner FAMOUS PLAYERS CO.
PLAYER ONE AMUSEMENT GROUP INC.
2480777 LIMITED PARTNERSHIP, by its general partner, 24807777 ONTARIO LIMITED
24807777 ONTARIO LIMITED
TRICORP AMUSEMENTS INC.
PREMIER AMUSEMENTS, INC.
PLAYDIUM ACQUISITION CO.
SFN GAMING INC.
BRADY STARBURST LLC
SFN GAMING LLC

By: *"Anne Fitzgerald"*
Name: Anne Fitzgerald
Title: Chief Legal Officer / Director

By: *"Gord Nelson"*
Name: Gord Nelson
Title: Chief Financial Officer / Director

[signature page for Amendment Agreement to Sixth Amended and Restated Credit Agreement]

SCHEDULE E TO AMENDMENT AGREEMENT

SCHEDULE E

APPLICABLE PERCENTAGES OF LENDERS

[see references in Section 1.1]

Lender	**Credit A**	**Credit B**	**Aggregate Commitment (Credits A, and B)**	**Applicable Percentage**
The Bank of Nova Scotia	$121,125,000	$38,000,000	$159,125,200	25.46%
Canadian Imperial Bank of Commerce	$71,250,000	$22,500,000	$93,750,000	15.00%
Royal Bank of Canada	$85,500,000	$27,000,000	$112,500,000	18.00%
Bank of Montreal	$85,500,000	$27,000,000	$112,500,000	18.00%
National Bank of Canada	$71,250,000	$22,500,000	$93,750,000	15.00%
The Toronto-Dominion Bank	$40,375,000	$13,000,000	$53,375,000	8.54%
	$475,000,000	**$150,000,000**	**$625,000,000**	**100.00%**