

THIS THIRD AMENDMENT AGREEMENT TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT (this "**Third Amendment Agreement**") is made as of February 8, 2021,

B E T W E E N:

**CINEPLEX ENTERTAINMENT LIMITED PARTNERSHIP
CINEPLEX INC.**
as Borrowers

- and -

CERTAIN AFFILIATES OF THE BORROWERS
as Guarantors

- and -

THE BANK OF NOVA SCOTIA,
in its capacity as Administrative Agent

- and -

THE LENDERS PARTY HERETO
as Lenders

RECITALS:

- A. Cineplex Entertainment Limited Partnership and Cineplex Inc., as borrowers (the "**Borrowers**"), certain Affiliates of the Borrowers, as guarantors, The Bank of Nova Scotia, as administrative agent (the "**Agent**") and the Lenders party thereto entered into a seventh amended and restated credit agreement made as of 13 November 2018 (as amended by an amendment agreement dated as June 29, 2020 and a second amendment agreement dated as of November 12, 2020, and as it may at any time or from time to time be further amended, restated, supplemented or otherwise modified to the date hereof, the "**Seventh ARCA**"), establishing in favour of the Borrowers the credit facilities described therein, subject to the terms and conditions of the Seventh ARCA.
- B. In connection with the COVID-19 pandemic, and at the Borrowers' request, the Borrowers, the Guarantors, the Agent and the Lenders entered into both the First Amendment and the Second Amendment for the purposes of providing the Borrowers with financial covenant relief and to make additional changes to the Seventh ARCA.
- C. The Borrowers have requested and the Agent and the Lenders have agreed to amend the Seventh ARCA to provide the Borrowers with further financial covenant relief and to make additional changes to the Seventh ARCA on the terms and conditions set forth herein.

- D. The parties are entering into this Third Amendment Agreement to amend the Seventh ARCA.

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

1. Capitalized terms.

Unless otherwise defined herein, all capitalized terms used in this Third Amendment Agreement and not defined herein shall have meanings given to such terms in the Seventh ARCA (after taking into account the amendments provided for in this Third Amendment Agreement).

2. Amendments to Reflect Permanent Reductions in the Credits

As a result of certain mandatory repayments of the Credits made by the Borrowers prior to the date of this Third Amendment that constituted permanent reductions of the Credit to which they were applied, the Seventh ARCA is hereby amended as follows:

- (a) The reference to “\$650,000,000” in the definition of “Credit A” in Section 1.1 of the Seventh ARCA and in Section 2.1(1) of the Seventh ARCA is, in each case, hereby deleted and replaced with “**\$591,668,148.25**”. For clarity, this amount excludes any repayment of the Credits required to be made from the Net Cash Proceeds from the issuance of Second Lien Notes pursuant to Section 4.2(1) of the Seventh ARCA (as amended by this Third Amendment).
- (b) The reference to “\$150,000,000” in the definition of “Credit B” in Section 1.1 of the Seventh ARCA and in Section 3.1(1) of the Seventh ARCA is, in each case, hereby deleted and replaced with “**\$50,000,000**”. For clarity, this amount excludes any repayment of the Credits required to be made from the Net Cash Proceeds from the issuance of Second Lien Notes pursuant to Section 4.2(1) of the Seventh ARCA (as amended by this Third Amendment).

3. Amendments to Defined Terms

- (a) Paragraph (a) of the definition of “Intercreditor Agreement” in Section 1.1 of the Seventh ARCA is hereby deleted and replaced with the following:

“(a) the Second Lien Intercreditor Agreement; and”

- (b) The definition “Material Contracts” is hereby deleted and replaced with the following:

“**Material Contracts**” means:

- (a) the Cineplex LP Partnership Agreement;
- (b) the Famous Players Partnership Agreement;

- (c) any trust indenture or supplement thereto pursuant to which any Permitted Convertible Debentures are issued, including the trust indenture dated as July 15, 2020 between Cineplex Inc., as issuer and AST Trust Company (Canada), as debenture trustee;
 - (d) to the extent not included in items (a) to (c) above, each of the contracts, agreements, documents and other instruments described in Schedule K; and
 - (e) any other Contract (other than any Loan Document or Lease) to which an Obligor is or becomes a party at any time that, if terminated, has or could reasonably be expected to have a Material Adverse Effect.”
- (c) Paragraph (c) of the definition of “Permitted Distribution” in Section 1.1 of the Seventh ARCA is hereby amended by (i) adding the words “subject to Section 9.4(2)(b)(iv), ” at the beginning of such paragraph and (ii) deleting the reference to “April 1, 2021” in the first line thereof and replacing it with “October 1, 2021”.
- (d) The definition of “Permitted Encumbrances” or “Permitted Liens” in Section 1.1 of the Seventh ARCA is hereby amended by (i) deleting the “and” at the end of paragraph (o), (ii) replacing “.” with “; and” at the end of paragraph (p) and (iii) adding the following new paragraph (q):
- “(q) Encumbrances in favour of the Second Lien Collateral Trustee created by the Second Lien Security Documents but only to the extent such Encumbrances and the Second Lien Security Documents remain at all times subject to the terms of the Second Lien Intercreditor Agreement.”
- (e) The reference to “April 1, 2021” in paragraph (c) of the definition of “Permitted Investments” in Section 1.1 of the Seventh ARCA is hereby deleted and replaced with “October 1, 2021”.
- (f) The reference to “Permitted Subordinated Debt” in paragraph (i) of the definition of “Permitted Obligations” in Section 1.1 of the Seventh ARCA is hereby deleted and replaced with the following:
- “(i) the Second Lien Notes and the other Second Lien Obligations provided (A) the maximum principal amount of Second Lien Notes that can be issued and remain outstanding at any time shall not exceed the amount issued as of the Third Amendment Effective Date and (B) the Second Lien Obligations shall at all times remain subject to the terms of the Second Lien Intercreditor Agreement;”
- (g) The definition of “Permitted Subordinated Debt” in Section 1.1 of the Seventh ARCA is hereby deleted and replaced with the words “[*INTENTIONALLY DELETED*]”.

- (h) The reference to “(including any Permitted Subordinated Debt)” in the definition of “Total Debt” in Section 1.1 of the Seventh ARCA is hereby deleted and replaced with “(including the Second Lien Notes)”.
- (i) The following new definitions are hereby added in alphabetical sequence to Section 1.1 of the Seventh ARCA:

“**Second Lien Collateral Trustee**” means AST Trust Company (Canada), in its capacity as the collateral trustee under the Second Lien Note Indenture, together with any successor collateral trustee appointed thereunder.

“**Second Lien Documents**” means the Second Lien Note Indenture, the Second Lien Notes, the Second Lien Guarantees, the Second Lien Security Documents and all other documents and agreements delivered in connection therewith.

“**Second Lien Indenture Trustee**” means AST Trust Company (Canada), in its capacity as the indenture trustee under the Second Lien Note Indenture, together with any successor indenture trustee appointed thereunder.

“**Second Lien Guarantees**” means the guarantees granted by the Obligors of Cineplex Inc.’s obligations under the Second Lien Notes.

“**Second Lien Intercreditor Agreement**” means the intercreditor agreement dated as of the Third Amendment Effective Date by and among The Bank of Nova Scotia, in its capacity as Agent on behalf of the Lenders, the Second Lien Collateral Trustee on behalf of the Second Lien Noteholders and the Obligors, the terms and conditions of which incorporate the second lien intercreditor principles attached as Exhibit 1 to the Third Amendment, together with such other terms and conditions satisfactory to the Agent, acting reasonably.

“**Second Lien Notes**” means the second lien secured notes issued by Cineplex Inc. on the Third Amendment Effective Date pursuant to the terms of the Second Lien Note Indenture and in compliance with the conditions precedent set out in the Third Amendment, as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement and the Second Lien Intercreditor Agreement, it being acknowledged that any additional second lien secured notes that may be issued from time to time, whether under the Second Lien Note Indenture, any supplemental indenture thereof or otherwise, shall not constitute “Second Lien Notes” for purposes of this Agreement unless and until the prior written consent of the Required Lenders has been obtained.

“**Second Lien Noteholders**” means the holders of Second Lien Notes from time to time.

“**Second Lien Note Indenture**” means the trust indenture dated as of the Third Amendment Effective Date between Cineplex Inc., as issuer, the Second Lien Indenture Trustee and the Second Lien Collateral Trustee, providing for the issuance of Second Lien Notes, as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement and the Second Lien Intercreditor Agreement.

“**Second Lien Obligations**” means all indebtedness, liabilities and other obligations of the Obligor pursuant to and under the Second Lien Notes and the other Second Lien Documents.

“**Second Lien Security Documents**” means the security documents securing the Second Lien Obligations.

“**Senior Leverage Ratio**” means, at any time, the ratio calculated by dividing (a) Total Debt less the aggregate principal amount of Second Lien Notes at that time by (b) Adjusted EBITDA for Cineplex Inc.’s four most recently completed fiscal quarters. For the avoidance of doubt, these calculations shall be made on a Modified Consolidated Basis.

“**Third Amendment**” means the Third Amendment Agreement to the Seventh Amended and Restated Credit Agreement made as of February 8, 2021 by and between the Borrowers, the Guarantors, the Agent and the Lenders.

“**Third Amendment Effective Date**” has the meaning given to such term in the Third Amendment.

“**Third Amendment Interim Pricing Period**” means the period commencing on the Third Amendment Effective Date and ending on the date on which the Agent receives the Compliance Certificate of the Borrowers for its fiscal quarter ended December 31, 2021.”

4. Amendments to Mandatory and Voluntary Prepayments

(a) Section 4.2(1) of the Seventh ARCA is hereby deleted and replaced with the following:

“(1) The Credits (and Advances outstanding thereunder) shall be reduced by the Borrowers with:

(a) 100% of the amount of all Net Cash Proceeds of issuances of Equity Interests of any Obligor (including any Permitted Equity (other than Permitted Convertible Debentures)) permitted to be issued by the Obligor hereunder, other than an issuance of Equity Interests to another Obligor;

- (b) 100% of the amount of all Net Cash Proceeds of Debt of any Obligor (including any Permitted Convertible Debentures and Second Lien Notes) permitted to be incurred by the Obligors hereunder, other than Debt of an Obligor to another Obligor;
- (c) 100% of the amount of all Net Cash Proceeds of any sale, transfer or other disposition by any Obligor of any of its Property (including Capital Stock of other Persons) other than Net Cash Proceeds of (i) sales, transfers or dispositions between or amongst a Borrower and the other Obligors which are wholly-owned Subsidiaries of a Borrower and (ii) dispositions of US Acquisition Preferred Shares to any Obligor; or
- (d) 100% of the amount of all proceeds of title or other insurance or proceeds of expropriation or any award granted in any condemnation or similar proceeding, or any deed in lieu of condemnation in each case required to be applied to payment of the Obligations in accordance with Section 9.5 of this Agreement.

Net Cash Proceeds received by the Obligors from the issuance of Equity Interests, the incurrence of Debt, from the sale, transfer or other disposition of Property or from proceeds of title or other insurance or proceeds of expropriation or any award granted in any condemnation or similar proceeding, or any deed in lieu of condemnation, that are, in each case, required to be used by the Borrowers to mandatorily prepay the Credits in accordance with Section 4.2(1) above, shall be applied to reduce Advances outstanding under Credit A provided that only 50% of such Net Cash Proceeds shall constitute a permanent reduction of Credit A and the remaining 50% of such Net Cash Proceeds shall constitute a non-permanent reduction, except that \$100,000,000 of the Net Cash Proceeds from the issuance of Second Lien Notes shall be applied to reduce Advances outstanding under either Credit A or Credit B (at the discretion of the Borrower) provided that the repayment shall constitute a permanent reduction of the Credit to which it is applied and the remainder of the Net Cash Proceeds from the issuance of Second Lien Notes shall constitute a non-permanent reduction if applied to Credit A and a permanent reduction if applied to Credit B.

It is acknowledged that (i) the Net Cash Proceeds of Permitted Equity issued by the Borrowers on the First Amendment Effective Date were applied by the Borrowers to reduce outstanding Advances under the Credits, with \$100,000,000 of such Net Cash Proceeds being applied to reduce Credit B, as a permanent reduction, and the remaining amount of such Net Cash Proceeds of Permitted Equity being applied to Credit A as a non-permanent reduction, (ii) the Net Cash Proceeds received in connection with the reorganization of Galaxy Entertainment Inc.'s investment in its Scene loyalty rewards program were applied by the Borrowers to reduce Advances outstanding under Credit A, with \$30,000,000 of such Net Cash Proceeds constituting a permanent reduction of Credit A and the remaining amount of the Net Cash Proceeds from such reorganization constituting a non-permanent reduction of Credit A and (iii) the Net Cash Proceeds from the Head Office Sale/Leaseback were applied by the Borrowers to reduce Advances outstanding under Credit A, with \$28,331,851.75 of such Net Cash Proceeds constituting a permanent reduction of Credit A and the remaining amount of the Net Cash Proceeds from the Head Office Sale/Leaseback constituting a non-permanent reduction of Credit A.”

5. Amendments to Interest Rates and Fees

Each reference to the “Second Amendment Interim Pricing Period” in Sections 4.3(1), 4.3(3) and 4.4 of the Seventh ARCA is hereby deleted and replaced with “Third Amendment Interim Pricing Period”.

6. Amendment to Security

Section 5.1 of the Seventh ARCA is hereby amended to add the following as a new Section 5.1(12):

“(12) In addition to the requirements to deliver guarantees and other Security set out elsewhere in this Agreement, the Obligors acknowledge and agree that (a) at no time shall the Second Lien Collateral Trustee, Second Lien Indenture Trustee or any Second Lien Noteholder have or benefit from an Encumbrance upon any property, undertaking or assets of any Person that is not also subject and subordinate to the Security or from any Second Lien Guarantees granted by guarantors that are not also at such time Guarantors under this Agreement and (b) if the Second Lien Collateral Trustee, Second Lien Indenture Trustee or any Second Lien Noteholder (i) acquires or receives the grant of any Encumbrance on any property, undertaking or assets of the Obligors or any other Person to secure the Second Lien Obligations and such property, undertaking or assets of such Person are not already subject to an Encumbrance constituted by the Security or (ii) benefit from a guarantee of the Second Lien Obligations from any Person that is not also at such time a Guarantor under this Agreement, the Obligors shall forthwith cause such property, undertaking or assets to become subject to the Encumbrances constituted by the Security and such Person to become a Guarantor

under this Agreement (together, in each case, with the delivery of such legal opinions and other supporting documents, if any, as the Agent may reasonably require).

7. Amendment to Disbursement Conditions

The reference to “June 30, 2021” in Section 6.2(c) of the Seventh ARCA is hereby deleted and replaced with “December 31, 2021”.

8. Amendments to Section 7.28 - Effect of Benchmark Transition Event

- (a) Section 7.28 of the Seventh ARCA is deleted in its entirety and replaced with the following:

“7.28 Effect of Benchmark Transition Event

- (1) *Benchmark Replacement*. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then:

- (a) if a Benchmark Replacement is determined in accordance with clause (i) or (ii) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; and
- (b) if a Benchmark Replacement is determined in accordance with clause (iii) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

- (2) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.
- (3) Notices; Standards for Decisions and Determinations. The Agent will promptly notify the Borrowers and the Lenders of:
- (a) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date;
 - (b) the implementation of any Benchmark Replacement;
 - (c) the effectiveness of any Benchmark Replacement Conforming Changes;
 - (d) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 7.28(4) of this Agreement; and
 - (e) the commencement or conclusion of any Benchmark Unavailability Period.

Any determination, decision or election that may be made by the Agent or, if applicable, any Lender pursuant to this Section 7.28, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 7.28.

- (4) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (a) if the then-current Benchmark is a term rate (including the Term SOFR or the LIBO Rate) and either (i) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Agent in its reasonable discretion or (ii) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Agent may modify the definition of “LIBOR Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (b) if a tenor that was removed pursuant to clause (a) above either (i) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (ii) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Agent may modify the definition of “LIBOR Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.
- (5) Benchmark Unavailability Period. Upon a Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrowers may revoke any request for an Advance of, conversion to or continuation of LIBOR Advances to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any such request into a request for an Advance of or conversion to the Base Rate Advances. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.
- (6) Administrative Agent Disclaimer. The Agent does not warrant or accept responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the rates in the definition of “LIBO Rate” or with respect to any rate that is an alternative or replacement for or successor to any such rate (including any Benchmark Replacement) or the effect of any of the foregoing, or of any Benchmark Replacement Conforming Changes.
- (7) Certain Defined Terms. As used in this Section 7.28:

- (a) **“Available Tenor”** means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of a LIBOR Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “LIBOR Period” pursuant to this Section 7.28.
- (b) **“Benchmark”** means, initially, the LIBO Rate; provided that if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to the LIBO Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 7.28(1) of this Agreement.
- (c) **“Benchmark Replacement”** means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Agent for the applicable Benchmark Replacement Date:
- (i) the sum of: (1) the Term SOFR and (2) the related Benchmark Replacement Adjustment;
 - (ii) the sum of: (1) the Daily Simple SOFR and (2) the related Benchmark Replacement Adjustment;
 - (iii) the sum of: (1) the alternate benchmark rate that has been selected by the Agent and the Borrowers as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities at such time and (2) the related Benchmark Replacement Adjustment;

provided that, in the case of clause (i), such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Agent in its reasonable discretion. If the Benchmark Replacement as determined pursuant to clause (i), (ii) or (iii) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

- (d) **“Benchmark Replacement Adjustment”** means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable LIBOR Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement:
- (i) for purposes of clauses (i) and (ii) of the definition of “Benchmark Replacement,” the first alternative set forth in the order below that can be determined by the Agent:
 - (1) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such LIBOR Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor; or
 - (2) the spread adjustment (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such LIBOR Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and
 - (ii) for purposes of clause (iii) of the definition of “Benchmark Replacement,” the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent and the Borrowers for the applicable Corresponding Tenor giving due consideration to (1) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (2) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities;

provided that, in the case of clause (i) above, such adjustment is displayed on a screen or other information service that publishes such Benchmark Replacement Adjustment from time to time as selected by the Agent in its reasonable discretion.

- (e) **“Benchmark Replacement Conforming Changes”** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Base Rate,” the definition of “Business Day,” the definition of “LIBOR Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).
- (f) **“Benchmark Replacement Date”** means the earliest to occur of the following events with respect to the then-current Benchmark:
- (i) in the case of clause (i) or (ii) of the definition of “Benchmark Transition Event,” the later of (1) the date of the public statement or publication of information referenced therein and (2) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);
 - (ii) in the case of clause (iii) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein; or
 - (iii) in the case of an Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Agent has not received, by 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.

For the avoidance of doubt, (1) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (2) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (i) or (ii) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

- (g) **“Benchmark Transition Event”** means the occurrence of one or more of the following events with respect to the then-current Benchmark:
- (i) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);
 - (ii) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or
 - (iii) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

- (h) **“Benchmark Unavailability Period”** means the period (if any) (i) beginning at the time that a Benchmark Replacement Date pursuant to clauses (i) or (ii) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Section 7.28 and (ii) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Section 7.28.
- (i) **“Corresponding Tenor”** with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.
- (j) **“Daily Simple SOFR”** means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for syndicated business loans; provided, that if the Agent decides that any such convention is not administratively feasible for the Agent, then the Agent may establish another convention in its reasonable discretion.
- (k) **“Early Opt-in Election”** means, if the then-current Benchmark is the LIBO Rate, the occurrence of:
 - (i) a notification by the Agent to (or the request by the Borrowers to the Agent to notify) each of the other parties to this Agreement that at least five currently outstanding U.S. dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and
 - (ii) the joint election by the Agent and a Borrower to trigger a fallback from the LIBO Rate and the provision by the Agent of written notice of such election to the Lenders.

- (l) **“Floor”** means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the LIBO Rate.
- (m) **“ISDA Definitions”** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.
- (n) **“Reference Time”** with respect to any setting of the then-current Benchmark means (i) if such Benchmark is the LIBO Rate, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such setting, and (ii) if such Benchmark is not the LIBO Rate, the time determined by the Agent in its reasonable discretion.
- (o) **“Relevant Governmental Body”** means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.
- (p) **“SOFR”** means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator’s Website on the immediately succeeding Business Day.
- (q) **“SOFR Administrator”** means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).
- (r) **“SOFR Administrator’s Website”** means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.
- (s) **“Term SOFR”** means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.
- (t) **“Unadjusted Benchmark Replacement”** means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

9. Addition of CDOR Benchmark Transition Events

The following is hereby added to the Seventh ARCA as a new Section 7.29:

“7.29 Effect of CDOR Benchmark Transition Event

- (1) CDOR Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a CDOR Benchmark Transition Event or a CDOR Early Opt-in Election, as applicable, the Agent and the Borrowers may amend this Agreement to replace the CDOR Rate with a CDOR Benchmark Replacement. Any such amendment with respect to a CDOR Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Agent has posted such proposed amendment to all Lenders and the Borrowers so long as the Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. Any such amendment with respect to a CDOR Early Opt-in Election will become effective on the date that Lenders comprising the Required Lenders have delivered to the Agent written notice that such Required Lenders accept such amendment. No replacement of the CDOR Rate with a CDOR Benchmark Replacement pursuant to this Section 7.29 will occur prior to the applicable CDOR Benchmark Transition Start Date.
- (2) CDOR Benchmark Replacement Conforming Changes. In connection with the implementation of a CDOR Benchmark Replacement, the Agent will have the right to make CDOR Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such CDOR Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.
- (3) Notices; Standards for Decisions and Determinations. The Agent will promptly notify the Borrowers and the Lenders of (a) any occurrence of a CDOR Benchmark Transition Event or a CDOR Early Opt-in Election, as applicable, and its related CDOR Benchmark Replacement Date and CDOR Benchmark Transition Start Date, (b) the implementation of any CDOR Benchmark Replacement, (c) the effectiveness of any CDOR Benchmark Replacement Conforming Changes and (d) the commencement or conclusion of any CDOR Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or Lenders pursuant to this Section 7.29, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 7.29.

- (4) CDOR Benchmark Unavailability Period. Upon the Borrowers' receipt of notice of the commencement of a CDOR Benchmark Unavailability Period, the Borrowers may revoke any request for an Advance by way of Bankers' Acceptance or, conversion to or rollover of a Bankers' Acceptance to be made, converted or continued during any CDOR Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any such request into a request for an Advance of or conversion to a Prime Rate Advance bearing interest at the Prime Rate plus an applicable margin equal to then current market rate as determined by the Agent. During any CDOR Benchmark Unavailability Period, the component of a Prime Rate Advance based upon the CDOR Rate will not be used in any determination of the Prime Rate.
- (5) Administrative Agent Disclaimer. The Agent does not warrant or accept responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the rates in the definition of "CDOR Rate" or with respect to any rate that is an alternative or replacement for or successor to any such rate (including any CDOR Benchmark Replacement) or the effect of any of the foregoing, or of any CDOR Benchmark Replacement Conforming Changes.
- (6) Certain Defined Terms. As used in this Section 7.29:
- (a) **"CDOR Benchmark Replacement"** means the sum of: (i) the alternate benchmark rate for the CDOR Rate that has been selected by the Agent and the Borrowers giving due consideration to (1) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the relevant Governmental Authority or (2) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the CDOR Rate for Canadian dollar-denominated syndicated credit facilities and (ii) the CDOR Benchmark Replacement Adjustment; provided that, if the CDOR Benchmark Replacement as so determined would be less than zero, the CDOR Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

- (b) **“CDOR Benchmark Replacement Adjustment”** means, with respect to any replacement of the CDOR Rate with an Unadjusted CDOR Benchmark Replacement for each applicable interest period, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent and the Borrowers giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the CDOR Rate with the applicable Unadjusted CDOR Benchmark Replacement by the relevant Governmental Authority or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the CDOR Rate with the applicable Unadjusted CDOR Benchmark Replacement for Canadian dollar denominated syndicated credit facilities at such time.
- (c) **“CDOR Benchmark Replacement Conforming Changes”** means, with respect to any CDOR Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Prime Rate” and the timing and frequency of determining rates and making payments of interest and other administrative matters) that the Agent decides may be appropriate to reflect the adoption and implementation of such CDOR Benchmark Replacement and to permit the administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of the CDOR Benchmark Replacement exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement).
- (d) **“CDOR Benchmark Replacement Date”** means the earlier to occur of the following events with respect to the CDOR Rate:
- (a) in the case of clause (i) or (ii) of the definition of “CDOR Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the CDOR Rate permanently or indefinitely ceases to provide the CDOR Rate; or
 - (b) in the case of clause (iii) of the definition of “CDOR Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.
- (e) **“CDOR Benchmark Transition Event”** means the occurrence of one or more of the following events with respect to the CDOR Rate:

- (i) a public statement or publication of information by or on behalf of the administrator of the CDOR Rate announcing that such administrator has ceased or will cease to provide the CDOR Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the CDOR Rate;
 - (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the CDOR Rate, an insolvency official with jurisdiction over the administrator for the CDOR Rate, a resolution authority with jurisdiction over the administrator for the CDOR Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the CDOR Rate, which states that the administrator of the CDOR Rate has ceased or will cease to provide the CDOR Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the CDOR Rate; or
 - (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the CDOR Rate announcing that the CDOR Rate is no longer representative.
- (f) **“CDOR Benchmark Transition Start Date”** means (i) in the case of a CDOR Benchmark Transition Event, the earlier of (1) the applicable CDOR Benchmark Replacement Date and (2) if such CDOR Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication) and (ii) in the case of a CDOR Early Opt-in Election, the date specified by the Agent or the Required Lenders, as applicable, by notice to the Borrowers, the Agent (in the case of such notice by the Required Lenders) and the Lenders.
- (g) **“CDOR Benchmark Unavailability Period”** means, if a CDOR Benchmark Transition Event and its related CDOR Benchmark Replacement Date have occurred with respect to the CDOR Rate and solely to the extent that the CDOR Rate has not been replaced with a CDOR Benchmark Replacement, the period (i) beginning at the time that such CDOR Benchmark Replacement Date has occurred if, at such time, no CDOR Benchmark Replacement has replaced the CDOR Rate for all purposes hereunder in accordance with this Section 7.29 and (ii) ending at the time that a CDOR Benchmark Replacement has replaced the CDOR Rate for all purposes hereunder pursuant to this Section 7.29.

- (h) **“CDOR Early Opt-in Election”** means the occurrence of:
- (i) (1) a determination by the Agent or (2) a notification by the Required Lenders to the Agent (with a copy to the Borrowers) that the Required Lenders have determined that Canadian dollar-denominated syndicated credit facilities being executed at such time, or that include language similar to that contained in this Section 7.29 are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace the CDOR Rate; and
 - (ii) (1) the election by the Agent or (2) the election by the Required Lenders to declare that a CDOR Early Opt-in Election has occurred and the provision, as applicable, by the Agent of written notice of such election to the Borrowers and the Lenders or by the Required Lenders of written notice of such election to the Agent.
- (i) **“Unadjusted CDOR Benchmark Replacement”** means the CDOR Benchmark Replacement excluding the CDOR Benchmark Replacement Adjustment.

10. Amendments to Financial Covenants

Section 9.1 of the Seventh ARCA is hereby deleted in its entirety and replaced with the following:

“9.1 Financial Covenants

- (1) From and after October 1, 2021, Cineplex shall at all times maintain a Total Leverage Ratio and a Senior Leverage Ratio of not greater than the levels indicated below, for the applicable periods noted below:

<u>PERIOD</u>	<u>Total Leverage Ratio</u>	<u>Senior Leverage Ratio</u>
From October 1, 2021 up to and including December 31, 2021 (Q4 2021)	< 3.75 to 1	< 2.75 to 1
From January 1, 2022 up to and including March 31, 2022 (Q1 2022)	< 3.50 to 1	< 2.50 to 1
From April 1, 2022 up to and including June 30, 2022 (Q2 2022)	< 3.25 to 1	< 2.25 to 1
On and after July 1, 2022 (Q3 2022 and thereafter)	< 3.00 to 1	< 2.00 to 1

- (2) From and after October 1, 2021, the Borrowers shall at all times maintain a Fixed Charge Coverage Ratio of greater than 1.25 to 1.
- (3) For the purposes of calculating the financial ratios provided for in Sections 9.1(1) and 9.1(2) only, the calculation of EBITDA (including, for clarity, for purposes of calculating Adjusted EBITDA and EBITDAR) attributable to the Borrowers, on a consolidated basis, in respect of Cineplex Inc.'s fourth fiscal quarter of fiscal 2021 and its first and second fiscal quarters of fiscal 2022, shall be deemed to be equal to, as applicable, the amounts set out in the following table:

<u>PERIOD</u>	<u>EBITDA</u>
Fiscal quarter ending December 31, 2021 (Q4 2021)	(actual EBITDA for Q4 2021) x 4
Fiscal quarter ending March 31, 2022 (Q1 2022)	(actual EBITDA for Q4 2021 + actual EBITDA for Q1 2022) x 2
Fiscal quarter ending June 30, 2022 (Q2 2022)	(actual EBITDA for Q4 2021 + actual EBITDA for Q1 2022 + actual EBITDA for Q2 2022) x 4/3

- (4) Notwithstanding any other provision of this Agreement, if any Obligor has, in accordance with the terms of this Agreement, acquired or disposed of any Subsidiary or material Property out of the ordinary course of business during the relevant period of four fiscal quarters for which the Total Leverage Ratio, Senior Leverage Ratio or Fixed Charge Coverage Ratio is being calculated (other than the acquisition of a newly developed Approved Project which has opened or commenced operations for the first time during that period), Adjusted EBITDA, EBITDAR and Fixed Charges shall be adjusted (on a basis satisfactory to the Required Lenders, acting reasonably), as if the acquisition or disposition had occurred at the beginning of the period but excluding adjustments for cost savings and synergies in relation to any Permitted Acquisition unless otherwise consented to by the Required Lenders, and the calculations of such adjustments shall be set out in detail in the applicable Compliance Certificate.
- (5) Subject to Section 9.1(3), the Total Leverage Ratio, Senior Leverage Ratio and the Fixed Charge Coverage Ratio shall be calculated on a rolling four quarter basis, based on the most recently completed four fiscal quarters of Cineplex Inc., except that for purposes of (i) paragraph (c) of the definition of Permitted Distribution, (ii) paragraph (c) of the definition of Permitted Investments, (iii) pricing the Credits in accordance with Sections 4.3 and 4.4 and (iv) Section 9.4(2)(b)(iv)(3), EBITDA and Adjusted EBITDA for purposes of determining the Total Leverage Ratio shall be calculated on a last twelve month (LTM) basis and not on the annualized basis provided for in Section 9.1(3).
- (6) For the period beginning on the date of the Second Amendment and ending on December 31, 2021, the Borrowers shall at all times maintain Available Liquidity of not less than the levels indicated below for the applicable periods noted below:

<u>PERIOD</u>	<u>AVAILABLE LIQUIDITY</u>
From November 1, 2020 up to and including January 31, 2021	\$100,000,000
From February 1, 2021 up to and including February 28, 2021	\$75,000,000
From March 1, 2021 up to and March 31, 2021	\$60,000,000
From April 1, 2021 up to and including December 31, 2021	\$100,000,000

11. Amendments to Requirements for Notice

- (a) The reference to “June 2021” in Section 9.3(1)(g) of the Seventh ARCA is hereby deleted and replaced with “December 2021”.

- (b) Section 9.3(2) of the Seventh ARCA is hereby amended by adding the following as a new paragraph (f):

“(f) Each Obligor shall, promptly after it becomes aware thereof, notify the Agent of the occurrence of any default or event of default under or in connection with any Second Lien Document and shall from time to time provide the Lenders with all information requested by any of them, acting reasonably, concerning the status thereof.”

12. Amendments to Negative Covenants

(a) Financial Transactions

- (1) Section 9.4(2)(b) of the Seventh ARCA is hereby amended by (i) deleting the “and” at the end of subparagraph (ii), (ii) adding an “and” at the end of subparagraph (iii), and (iii) adding the following as a new subparagraph (iv):

“(iv) any repayment, prepayment or redemption of any Debt but only to the extent:

- (1) it is made at any time on or after October 1, 2021;
- (2) no Default has occurred and is continuing or would result therefrom; and
- (3) it is made when the Total Leverage Ratio (where EBITDA and Adjusted EBITDA are calculated on a last twelve month (LTM) basis and not on the annualized basis provided for in Section 9.1(3)), both before and after taking into account such repayment, prepayment or redemption, is less than 2.75 to 1 (as at the end of the Borrower’s most recently completed fiscal quarter or fiscal year, as the case may be and as determined by reference to the Compliance Certificate for such fiscal quarter or fiscal year delivered to the Agent in accordance with Section 9.3(1)(c)).

For greater certainty, the amount of repayment, prepayment or redemption of any Debt that is made pursuant to this Section 9.4(2)(b)(iv) shall reduce the amount available to be used as a Permitted Distribution pursuant to paragraph (c) of such definition.”

- (2) Section 9.4(2)(c) of the Seventh ARCA is hereby amended by (i) deleting the “and” at the end of subparagraph (4), (ii) adding an “and” at the end of subparagraph (5)(C) and (iii) adding the following as a new subparagraph (6):

“(6) the Second Lien Guarantees but only to the extent such Second Lien Guarantees remain at all times subject to the terms of the Second Lien Intercreditor Agreement;”

- (b) Additional Provisions Relating to the Second Lien Documents – The Seventh ARCA is hereby amended by adding the following as a new Section 9.4(6):

“(6) **Additional Provisions Relating to the Second Lien Documents**

Notwithstanding any other provision of this Agreement or any other Loan Document to the contrary, the Obligors shall not:

- (a) amend, restate, supplement, waive or make any other modification to any provision of any Second Lien Document:
 - (i) which increases the principal amount of the Second Lien Obligations;
 - (ii) which shortens the maturity (or accelerates the date upon which a scheduled payment of principal, interest or any other amount payable thereon is due) or creates or increases fees or interest payable thereunder;
 - (iii) which changes a prepayment, redemption or defeasance provision so as to require a new payment or accelerate an existing payment obligation;
 - (iv) in a manner that is inconsistent with or prohibited by the terms of the Second Lien Intercreditor Agreement;
 - (v) to make such provision more onerous or restrictive than the provisions included in this Agreement or any other Loan Document (to the extent applicable);
 - (vi) which has the effect or results in the grant to the Second Lien Collateral Trustee, the Second Lien Indenture Trustee or any Second Lien Noteholder of any additional rights in a manner materially adverse to the interests of the Secured Parties; or
 - (vii) which would result in a Default or Event of Default;

- (b) amend, restate, supplement, waive or make any modification to, in each case in any material respect, any provision of any Second Lien Document that is not otherwise restricted pursuant to Section 9.4(6)(a) above without delivering to the Agent a certificate, at least 5 Business Days prior to the effective date thereof, which confirms that the proposed amendment, restatement, supplement, waiver or other modification of such Second Lien Document (i) does not require the consent of the Agent on behalf of the Lenders and (ii) is otherwise being made in accordance with the terms of this Agreement, the Second Lien Intercreditor Agreement and the other Loan Documents; and
- (c) without the prior written consent of the Lenders, at any time following the occurrence and during the continuance of any default or event of default under or in connection with any Second Lien Document, make any payment of principal, interest or any other amounts under or in respect of the Second Lien Obligations until the indefeasible repayment in full of the Secured Obligations.”

13. Amendments to Events of Default

Section 10.1 of the Seventh ARCA is hereby amended by (i) deleting the “.” in paragraph (r) and replacing it with “; or” and (ii) adding the following as a new paragraph (s):

- “(s) the occurrence of any default or event of default under or in connection with the Second Lien Intercreditor Agreement or any Second Lien Document (in each case after the expiration of any applicable cure and grace periods) which has not been waived.”

14. Schedules to the Seventh ARCA

Schedules C and E to the Seventh ARCA are hereby deleted in their entirety and replaced with Schedules C and E attached to this Third Amendment Agreement.

15. Conditions Precedent to Effectiveness

- (a) This Third Amendment Agreement shall become binding on the Agent and the Lenders only upon satisfaction of the following conditions precedent. Where delivery of documents is referred to, the documents must be delivered to the Agent on behalf of the Lenders in form and substance satisfactory to the Agent on behalf of the Lenders duly executed by all applicable parties and in full force and effect, and all matters disclosed by the documents must be satisfactory to the Agent on behalf of the Lenders:
 - (1) the Agent shall have received:
 - (a) a copy of this Third Amendment Agreement duly executed by each of the Obligors, the Agent and the Lenders;

- (b) an omnibus officer's certificate of each Obligor attaching copies of its Constating Documents (or confirming that same have not changed since the date of the Seventh ARCA), a list of its officers and directors and specimens of the signatures of those officers or directors who are executing this Third Amendment Agreement on its behalf, and copies of the corporate or partnership proceedings taken to authorize it to execute, deliver and perform its obligations under this Third Amendment Agreement; and
 - (c) a certificate of status, compliance, good standing or equivalent for each Obligor for its jurisdiction of incorporation, formation or amalgamation, as applicable;
- (2) the Borrowers shall have paid to the Agent (for distribution to the Lenders in accordance with their Applicable Percentage), an amendment fee equal to *[redacted – confidential]* of the aggregate amount of such Lender's Commitment under both Credits as at the date of this Third Amendment Agreement and prior to taking into account any mandatory repayment of the Credits from proceeds of the Second Lien Notes.
- (3) Cineplex Inc. shall have issued Second Lien Notes which comply with the following:
 - (a) the Agent and Lenders shall have received reasonable prior notice of the expected date of the closing of the issuance of Second Lien Notes;
 - (b) the Second Lien Notes shall have been issued on or prior to March 31, 2021 and shall have a tenor of at least 5 years;
 - (c) the Agent and the Lenders must be satisfied with all material aspects of the Second Lien Notes to be issued and must have been provided in a timely fashion with all relevant information and documentation constituting the Second Lien Documents and otherwise relating to the incurrence of the Second Lien Notes, in each case as requested by them, acting reasonably, and have been provided with a reasonable opportunity to provide comments thereon;
 - (d) the Agent must be provided with a certificate attaching copies of all documents necessary to fully and fairly disclose all material terms of the Second Lien Notes;
 - (e) the Agent shall have received the Second Lien Intercreditor Agreement duly executed by each of the parties thereto; and

- (f) the Agent must have received evidence that a minimum of \$200,000,000 and a maximum of \$250,000,000 of principal amount of Second Lien Notes will be issued by Cineplex Inc. and 100% of the Net Cash Proceeds from the issuance of such Second Lien Notes shall have been or will be used contemporaneously with closing by the Borrowers to repay the Credits in accordance with the amendments to Section 4.2 of the Seventh ARCA as provided for in Section 4 of this Third Amendment Agreement;
- (4) the representations and warranties set out in Section 16 of this Third Amendment Agreement shall be true and correct in all respects as of the date hereof and as of the Third Amendment Effective Date as if made on and as of such date; and
- (5) no Default having occurred and continuing as at the date of satisfaction of all of the foregoing conditions precedent.
- (b) The date, as determined by the Agent, upon which the conditions precedent in Section 15(a) of this Third Amendment Agreement have been satisfied is hereby referred to as the “**Third Amendment Effective Date**”.

16. Representations and Warranties

Each Obligor represents and warrants, as of the date hereof and as of the Third Amendment Effective Date, to the Agent and Lenders as specified below:

- (a) the entering into and performance by it of this Third Amendment 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 Constatting Documents, any Applicable Law, any Permit or any Contract to which it is a party;
- (b) this Third Amendment 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 Seventh ARCA, other than those expressly stated to be made as of a specific date, are true and correct in all material respects (other than those representations and warranties already qualified by materiality in which case they shall be true and correct in all respects) on and as of the date hereof and the Third Amendment Effective Date with the same effect as if such representations and warranties had been made on and as of the date hereof and the Third Amendment Effective Date;
- (d) the Obligors are in compliance with all of the terms and provisions set out in the Seventh ARCA, as amended by this Third Amendment Agreement, and the other Loan Documents to which such Obligor is a party; and

- (e) after giving effect to this Third Amendment Agreement, no Default has occurred and is continuing on the date hereof.

17. Effect of Third Amendment Agreement; Confirmation of Loan Documents; Entire Agreement

- (a) This Third Amendment Agreement amends the provisions of the Seventh ARCA. Any provision hereof which differs from or is inconsistent with a provision of the Seventh ARCA constitutes an amendment to the Seventh ARCA with each such amendment being effective as of the date of this Third Amendment Agreement or the Third Amendment Effective Date, as the case may be. On and after the date hereof, each reference in the Seventh ARCA to “this Agreement”, “hereunder”, “hereof”, or words of like import referring to the Seventh ARCA, and each reference in any related document to the “Credit Agreement”, “thereunder”, “thereof”, or words of like import referring to the Seventh ARCA, shall mean and be a reference to the Seventh ARCA as amended by this Third Amendment Agreement.
- (b) The Seventh ARCA, 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.
- (c) This Third Amendment Agreement, the Seventh ARCA as amended by this Third Amendment Agreement and the other Loan Documents constitute the entire agreement between the Obligors, the Agent and the Lenders relating to the subject matter hereof and thereof and supersedes any agreements relating to that subject matter existing on the date of this Third Amendment Agreement.

18. Consent by Guarantors

Each of the Guarantors acknowledges and consents to the amendments to the Seventh ARCA provided for in this Third Amendment Agreement and confirms that its guarantee of the Obligations and Other Secured Obligations of the Borrowers remains in full force and effect and is hereby ratified and confirmed in all respects.

19. 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 Third Amendment Agreement.

20. Severability

If, in any jurisdiction, any provision of this Third Amendment Agreement or its application to any circumstance is restricted, prohibited or unenforceable, that provision will, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of this Third Amendment Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to other circumstances.

21. Time

Time shall be of the essence in all provisions of this Third Amendment Agreement.

22. Counterparts; Electronic Execution

This Third Amendment 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. This Third Amendment Agreement may be executed by way of electronic signature (including through an information system such as DocuSign or OneSpan or by any other electronic means) and any such execution of this Third Amendment Agreement shall be of the same legal effect, validity or enforceability as a manually executed signature. The delivery of a facsimile or portable document format (PDF) or other electronic copy of an executed counterpart of this Third Amendment Agreement shall be deemed to be valid execution and delivery of this Third Amendment Agreement.

23. Governing Law

This Third Amendment 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS OF WHICH, the parties have executed this Third Amendment Agreement as of the date first written above.

THE BANK OF NOVA SCOTIA, as Agent

By: *Authorized Signatory Redacted –
Confidential*

By: *Authorized Signatory Redacted –
Confidential*

[signature page for Third Amendment Agreement to Seventh ARCA relating to Cineplex Entertainment Limited Partnership et al.]

IN WITNESS OF WHICH, the parties have executed this Third Amendment Agreement as of the date first written above.

**PLAYDIUM ACQUISITION CO.
SFN GAMING INC.
SFN GAMING LLC**

By: “Gord Nelson”
Name: Gord Nelson
Title: Authorized Signatory

By: “Anne Fitzgerald”
Name: Anne Fitzgerald
Title: Director

PREMIER AMUSEMENTS, INC.

By: “Gord Nelson”
Name: Gord Nelson
Title: Authorized Signatory

By: “Anne Fitzgerald”
Name: Anne Fitzgerald
Title: Director

[signature page for Third Amendment Agreement to Seventh ARCA relating to Cineplex Entertainment Limited Partnership et al.]

IN WITNESS OF WHICH, the parties have executed this Third Amendment Agreement as of the date first written above.

**THE BANK OF NOVA SCOTIA, as
Lender**

Authorized Signatory Redacted –
By: *Confidential*

Authorized Signatory Redacted –
By: *Confidential*

[signature page for Third Amendment Agreement to Seventh ARCA relating to Cineplex Entertainment Limited Partnership et al.]

IN WITNESS OF WHICH, the parties have executed this Third Amendment Agreement as of the date first written above.

ROYAL BANK OF CANADA, as Lender

Authorized Signatory Redacted –
By: *Confidential*

By:

[signature page for Third Amendment Agreement to Seventh ARCA relating to Cineplex Entertainment Limited Partnership et al.]

IN WITNESS OF WHICH, the parties have executed this Third Amendment Agreement as of the date first written above.

BANK OF MONTREAL, as Lender

Authorized Signatory Redacted –
By: *Confidential*

By:

[signature page for Third Amendment Agreement to Seventh ARCA relating to Cineplex Entertainment Limited Partnership et al.]

IN WITNESS OF WHICH, the parties have executed this Third Amendment Agreement as of the date first written above.

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Lender**

Authorized Signatory Redacted –
By: *Confidential*

Authorized Signatory Redacted –
By: *Confidential*

[signature page for Third Amendment Agreement to Seventh ARCA relating to Cineplex Entertainment Limited Partnership et al.]

IN WITNESS OF WHICH, the parties have executed this Third Amendment Agreement as of the date first written above.

**NATIONAL BANK OF CANADA, as
Lender**

Authorized Signatory Redacted –
By: *Confidential*

Authorized Signatory Redacted –
By: *Confidential*

[signature page for Third Amendment Agreement to Seventh ARCA relating to Cineplex Entertainment Limited Partnership et al.]

IN WITNESS OF WHICH, the parties have executed this Third Amendment Agreement as of the date first written above.

**THE TORONTO-DOMINION BANK, as
Lender**

Authorized Signatory Redacted –
By: *Confidential*

Authorized Signatory Redacted –
By: *Confidential*

[signature page for Third Amendment Agreement to Seventh ARCA relating to Cineplex Entertainment Limited Partnership et al.]

EXHIBIT 1

SECOND LIEN INTECREDITOR PRINCIPLES

(see attached)

SCHEDULE C

FORM OF COMPLIANCE CERTIFICATE

[see references in Sections 6.2 and 9.3(1)(c)]

TO: THE LENDERS (as defined in the Credit Agreement referred to below)

AND TO: THE BANK OF NOVA SCOTIA, as Agent

We refer to Sections 6.2 and 9.3(1)(c) of the seventh amended and restated credit agreement dated as of 13 November 2018 between Cineplex Entertainment Limited Partnership and Cineplex Inc., as Borrowers, others, as Guarantors, The Bank of Nova Scotia, as Administrative Agent and the Lenders named therein, as amended, supplemented, restated or replaced from time to time (the "**Credit Agreement**"). All terms used in this certificate that are defined in the Credit Agreement will have the meanings defined in the Credit Agreement.

The undersigned hereby certifies that:

- (a) The representations and warranties made in Section 8.1 of the Credit Agreement, other than those expressly stated to be made as of a specific date or otherwise expressly excluded pursuant to the provisions of Section 8.2 of the Credit Agreement, are true and correct on and as of the date hereof with the same force and effect as if such representations and warranties had been made on and as of the date hereof, but subject to the same qualifications as are contained in Section 8.2 of the Credit Agreement.
- (b) No Default has occurred and is continuing on the date hereof.
- (c) The undersigned hereby certifies that, as of the end of its most recently completed fiscal quarter, which ended on _____ ,
 - (i) the Total Leverage Ratio was _____: 1; *[to be completed for any fiscal period commencing on and after October 1, 2021]*
 - (ii) the Senior Leverage Ratio was _____: 1; *[to be completed for any fiscal period commencing on and after October 1, 2021]*
 - (iii) the Fixed Charge Coverage Ratio was _____: 1; *[to be completed for any fiscal period commencing on and after October 1, 2021]*
 - (iv) Available Liquidity for each of the months included in such fiscal quarter was _____ (for month _____), _____ (for month _____) and _____ (for month _____), respectively; *[to be completed for any reporting period beginning on the date of the Second Amendment and ending on December 31, 2021]*

- (v) EBITDA for:
 - (A) such fiscal quarter was _____,
 - (B) the four fiscal quarters ending with such fiscal quarter was _____,
and
 - (C) the last twelve months (LTM) ending with such fiscal quarter was _____;
- (vi) Adjusted EBITDA for:
 - (A) such fiscal quarter was _____,
 - (B) the four fiscal quarters ending with such fiscal quarter was _____,
and
 - (C) the last twelve months (LTM) ending with such fiscal quarter was _____;
- (vii) the amount of Distributions made by Cineplex LP in respect of such fiscal quarter was _____, and the amount of Distributions made by the Cineplex Inc. in respect of such fiscal quarter was _____ ;
- (viii) the amount of Advances utilized by the Borrowers to make Distributions during such fiscal quarter was \$_____ and the aggregate amount of such Advances outstanding at the end of such fiscal quarter was \$_____;
- (ix) the amount of Distributions made by Cineplex LP in respect of the last twelve months (LTM) ending with such fiscal quarter was _____ and the amount of Distributions made by Cineplex Inc. in respect of the last twelve months (LTM) ending with such fiscal quarter was _____ ;
- (x) the aggregate principal amount (or fair market value of Property Encumbered if no principal amount is designated) of all Purchase Money Encumbrances of all Obligor outstanding at the end of such fiscal quarter was \$_____;
- (xi) the aggregate principal amount (or fair market value of Property Encumbered if no principal amount is designated) of all Encumbrances in connection with the lease of digital projection equipment from CDCP of all Obligor outstanding at the end of such fiscal quarter was \$_____;
- (xii) the aggregate fair market value of all equipment leased and/or licensed to third parties in connection with the Digital Signage Business, the Amusement Gaming and Leisure Business or any other business comprising the Core Business at the end of such fiscal quarter was \$_____;

- (xiii) the aggregate amount of Net Cash Proceeds required by Section 4.2 to be applied either in reduction or permanent reduction of any Credit during such fiscal quarter is \$_____;
 - (xiv) the amount of all proceeds of insurance policies required to be paid to the Agent pursuant to Section 9.5 of the Credit Agreement during such fiscal quarter is \$_____; and
 - (xv) the following Persons are designated by the Borrower as Excluded Subsidiaries for purposes of the Credit Agreement:

_____.
- (d) Appendix A attached sets out (i) the calculations of the ratios referred to above, (ii) the calculations and particulars of all Distributions referred to above, (iii) the calculations of and a reconciliation (x) between EBITDA of Cineplex Inc. and Adjusted EBITDA, and (y) between EBITDA, the amounts available for Permitted Distributions and the amounts actually Distributed by Cineplex LP and Cineplex Inc., (iv) the calculations and particulars of all Net Cash Proceeds referred to above and the reconciliation thereof to gross proceeds, (v) the particulars of all insurance referred to above and reconciliation to all proceeds of insurance received by an Obligor during such fiscal quarter and during the Borrowers' fiscal year to date, and (vi) the particulars of any reconciliation from a calculation made on a consolidated basis to a calculation made on a Modified Consolidated Basis.
 - (e) Appendix B attached contains details of all Other Secured Obligations as of the end of the undersigned's most recently completed fiscal quarter that have not previously been listed on Schedule G to the Credit Agreement.
 - (f) Appendix C attached is an up to date version of Schedule G to the Credit Agreement. [or There has been no change to the information contained in the version of Schedule G attached to the Credit Agreement.]
 - (g) Appendix D attached is an up to date version of Schedule H to the Credit Agreement. [or There has been no change to the information contained in the version of Schedule H attached to the Credit Agreement.]
 - (h) Appendix E attached contains details of all Material Contracts and Material Permits entered into by, or issued to, an Obligor as of the end of the undersigned's most recently completed fiscal quarter that have not previously been listed on Schedule J or Schedule K to the Credit Agreement.

DATED _____.

**CINEPLEX ENTERTAINMENT LIMITED
PARTNERSHIP, by its general partner,
CINEPLEX ENTERTAINMENT
CORPORATION**

By: _____
Name:
Title:

By: _____
Name:
Title:

CINEPLEX INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE E

APPLICABLE PERCENTAGES OF LENDERS

[see references in Section 1.1]

<u>Lender</u>	<u>Credit A</u>	<u>Credit B</u>	<u>Aggregate Commitment (Credits A and B)</u>	<u>Applicable Percentage</u>
The Bank of Nova Scotia	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>
Bank of Montreal	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>
Royal Bank of Canada	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>
Canadian Imperial Bank of Commerce	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>
National Bank of Canada	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>
The Toronto-Dominion Bank	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>	<i>[redacted – confidential]</i>
	\$591,668,148.25	\$50,000,000	\$641,668,148.25	100.0%