

The attached Fourth Amendment Agreement to Seventh Amended and Restated Credit Agreement is being refiled to correct the typographical error that stated 2021 instead of 2022 on page 4 under section 9.1(3) in the second column of the first row of the table.

THIS FOURTH AMENDMENT AGREEMENT TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT (this “**Fourth Amendment Agreement**”) is made as of **December 30, 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 November 13, 2018 (as amended by an amendment agreement to seventh amended and restated credit agreement dated as of June 29, 2020, a second amendment agreement dated as of November 12, 2020 and a third amendment agreement dated as of February 8, 2021 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 the First Amendment, the Second Amendment and the Third 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 further 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 Fourth Amendment Agreement to amend the Seventh ARCA.

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

1. Capitalized terms.

Unless otherwise defined herein, all capitalized terms used in this Fourth 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 Fourth Amendment Agreement).

2. Amendments to Defined Terms

- (a) Paragraph (c) of the definition of “Permitted Distribution” in Section 1.1 of the Seventh ARCA is hereby amended by deleting the words “at any time on or after October 1, 2021,” in the first line thereof and replacing it with the following: “at any time (A) during the period commencing on or after October 1, 2021 until the date of the Fourth Amendment or (B) on or after April 1, 2022,”.
- (b) Paragraph (c) of the definition of “Permitted Investments” in Section 1.1 of the Seventh ARCA is hereby amended by deleting the words “at any time on or after October 1, 2021,” in the first line thereof and replacing it with the following: “at any time (A) during the period commencing on or after October 1, 2021 until the date of the Fourth Amendment or (B) on or after April 1, 2022,”.
- (c) The following new definitions are added in alphabetical sequence to Section 1.1 of the Seventh ARCA:

“Fourth Amendment” means the Fourth Amendment Agreement to Seventh Amended and Restated Credit Agreement made as of December 30, 2021 by and between the Borrowers, the Guarantors, the Agent and the Lenders.

“Fourth Amendment Interim Pricing Period” means the period commencing on the date of the Fourth Amendment and ending on the date on which the Agent receives the Compliance Certificate of the Borrowers for its fiscal quarter ended June 30, 2022.”

3. Amendment to Interest Rates and Fees

Each reference to the “Third 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 the words “Fourth Amendment Interim Pricing Period”.

4. Amendments to Disbursement Conditions

The reference to “December 31, 2021” in Section 6.2(c) of the Seventh ARCA is hereby deleted and replaced with “June 30, 2022”.

5. Amendments to Financial Covenants

- (a) Sections 9.1(1), (2) and (3) of the Seventh ARCA are hereby deleted in their entirety and replaced with the following:

“9.1 Financial Covenants

- (1) From and after April 1, 2022, 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 April 1, 2022 up to and including June 30, 2022 (Q2 2022)	< 3.75 to 1	< 2.75 to 1
From July 1, 2022 up to and including September 30, 2022 (Q3 2022)	< 3.50 to 1	< 2.50 to 1
From October 1, 2022 up to and including December 31, 2022 (Q4 2022)	< 3.25 to 1	< 2.25 to 1
On and after January 1, 2023 (Q1 2023 and thereafter)	< 3.00 to 1	< 2.00 to 1

- (2) From and after April 1, 2022, 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 second, third and fourth 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 June 30, 2022 (Q2 2022)	(actual EBITDA for Q2 2022) x 4
Fiscal quarter ending September 30, 2021 (Q3 2022)	(actual EBITDA for Q2 2022 + actual EBITDA for Q3 2022) x 2
Fiscal quarter ending December 31, 2022 (Q4 2022)	(actual EBITDA for Q2 2022 + actual EBITDA for Q3 2022 + actual EBITDA for Q4 2022) x 4/3

- (b) Sections 9.1(6) of the Seventh ARCA is hereby deleted in its entirety and replaced with the following:
- “(6) For the period beginning on April 1, 2021 up to and including June 30, 2022, the Borrowers shall at all times maintain Available Liquidity of not less than \$100,000,000.

6. Amendments to Reporting and Notice Requirements

The reference to “December 2021” in Section 9.3(1)(g) of the Seventh ARCA is hereby deleted and replaced with “June 2022”.

7. Amendments to Negative Covenants

Section 9.4(2)(b)(iv)(1) of the Seventh ARCA is hereby deleted and replaced with the following: “(1) it is made at any time (A) during the period commencing on or after October 1, 2021 until the date of the Fourth Amendment or (B) on or after April 1, 2022,”.

8. Schedules to the Seventh ARCA

- (a) Schedule A to the Seventh ARCA is hereby deleted in its entirety and replaced with Schedule A attached to this Fourth Amendment Agreement.

- (b) Schedule C to the Seventh ARCA is hereby deleted in its entirety and replaced with Schedule C attached to this Fourth Amendment Agreement.
- (c) Schedule P to the Seventh ARCA is hereby deleted in its entirety and replaced with Schedule P attached to this Fourth Amendment Agreement.
- (d) Schedule Q to the Seventh ARCA is hereby deleted in its entirety and replaced with Schedule Q attached to this Fourth Amendment Agreement.

9. Conditions Precedent to Effectiveness

- (a) This Fourth 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 Fourth Amendment Agreement duly executed by each of the Obligors, the Agent and the Lenders; and
 - (b) 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 Credit A as at the date of this Fourth Amendment Agreement;
 - (3) the representations and warranties set out in Section 11 of this Fourth Amendment Agreement shall be true and correct in all respects as of the Fourth Amendment Effective Date as if made on and as of such date; and
 - (4) no Default having occurred and being continued as of the Fourth Amendment Effective Date.
- (b) The date, as determined by the Agent, upon which the conditions precedent in Section 10(a) of this Fourth Amendment Agreement have been satisfied is hereby referred to as the "Fourth Amendment Effective Date".

10. Representations and Warranties

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

- (a) the entering into and performance by it of this Fourth 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 Constatng Documents, any Applicable Law, any Permit or any Contract to which it is a party;
- (b) this Fourth 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 Fourth 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 Fourth 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 Fourth Amendment Agreement, and the other Loan Documents to which such Obligors is a party; and
- (e) after giving effect to this Fourth Amendment Agreement, no Default has occurred and is continuing on the date hereof and the Fourth Amendment Effective Date.

11. Effect of Fourth Amendment Agreement; Confirmation of Loan Documents; Entire Agreement

- (a) This Fourth 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 Fourth Amendment Effective Date. On and after the Fourth Amendment Effective Date, 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 Fourth 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 Fourth Amendment Agreement, the Seventh ARCA as amended by this Fourth 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 Fourth Amendment Agreement.

12. Consent by Guarantors

Each of the Guarantors acknowledges and consents to the amendments to the Seventh ARCA provided for in this Fourth 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.

13. 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 Fourth Amendment Agreement.

14. Severability

If, in any jurisdiction, any provision of this Fourth 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 Fourth 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.

15. Time

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

16. Counterparts; Electronic Execution

This Fourth 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 Fourth 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 Fourth 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 Fourth Amendment Agreement shall be deemed to be valid execution and delivery of this Fourth Amendment Agreement.

17. Governing Law

This Fourth 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 Fourth 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 Fourth Amendment Agreement to Seventh ARCA relating to Cineplex Entertainment Limited Partnership et al.]

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment Agreement to be executed by their respective duly authorized officers as of the date first above written.

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.

By: "Gord Nelson"

Name: Gord Nelson
Title: Chief Financial Officer

By: "Anne Fitzgerald"

Name: Anne Fitzgerald
Title: Chief Financial Officer

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

IN WITNESS OF WHICH, the parties have executed this Fourth 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 Fourth Amendment Agreement to Seventh ARCA relating to Cineplex Entertainment Limited Partnership et al.]

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

THE BANK OF NOVA SCOTIA, as Lender

By: *Authorized Signatory Redacted –
Confidential*

By: *Authorized Signatory Redacted –
Confidential*

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

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

ROYAL BANK OF CANADA, as Lender

By: *Authorized Signatory Redacted –
Confidential*

By: *Authorized Signatory Redacted –
Confidential*

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

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

BANK OF MONTREAL, as Lender

By: *Authorized Signatory Redacted –
Confidential*

By: *Authorized Signatory Redacted –
Confidential*

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

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

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

By: *Authorized Signatory Redacted –
Confidential*

By: *Authorized Signatory Redacted –
Confidential*

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

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

**NATIONAL BANK OF CANADA, as
Lender**

By: *Authorized Signatory Redacted –
Confidential*

By: *Authorized Signatory Redacted –
Confidential*

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

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

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

By: *Authorized Signatory Redacted –
Confidential*

By: *Authorized Signatory Redacted –
Confidential*

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

SCHEDULE A

FORM OF NOTICE OF ADVANCE OR PAYMENT

[see reference in Section 7.3]

TO: THE BANK OF NOVA SCOTIA

Global Wholesale Operations – Canadian Loan Operations
720 King Street West
2nd Floor
Toronto, Ontario
M5V 2T3

Attention: Director, Loan Operations
Facsimile: 416 866 5991

We refer to 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 and that are defined in the Credit Agreement will have the meanings defined in the Credit Agreement.

Request for Advance

Notice is hereby given pursuant to Section 7.3 of the Credit Agreement that the undersigned hereby irrevocably requests as follows:

(A) that an Advance made under the following Credit [check one]:

Credit A	()
Credit B	()

(B) the requested Advance represents the following [check one or more]:

initial Advance under the Credits	()
increase in an Advance under the Credits	()
rollover of an existing Advance under the Credits	()
conversion of an existing Advance to another type of Advance	()

(C) the Drawdown Date shall be _____.

(D) the Advance shall be in the form of [check one or more and complete details]:

Prime Rate Advance	()
Amount	\$_____

Base Rate Advance ()
Amount \$ _____

Banker's Acceptances ()
Face Amount: \$ _____
Term _____

L/C
Nominal amount: _____
Expiry Date: _____
[Note: attach proposed form or details]

LIBOR Advance ()
Amount \$ _____
LIBOR Period: _____

(E) the proceeds of the Advance shall be deposited in [specify Designated Account]

The undersigned hereby confirms as follows:

- (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 or will result from the Advance(s) requested herein;
- (c) there is no reasonable expectation that the Borrowers will not be in compliance with all covenants in Section 9.1 of the Credit Agreement at the end of its current fiscal quarter or was not in compliance with those covenants at the end of its immediately preceding fiscal quarter if it has not yet delivered its Compliance Certificate for that quarter, and for the period beginning on the date of the Second Amendment and ending on June 30, 2022, (i) the Borrowers will be, on the Drawdown Date, in *pro-forma* compliance with the financial covenant in Section 9.1(6) of the Credit Agreement both before and after taking into account the Advance(s) requested herein and (ii) there is no reasonable expectation that the Borrowers will not be in *pro-forma* compliance with the financial covenant in Section 9.1(6) of the Credit Agreement at the end of the current month (after taking into account the proposed Advance(s) requested herein);
- (d) the undersigned will immediately notify you if it becomes aware of the occurrence of any event which would mean that the statements in the immediately preceding paragraphs (a), (b) and (c) would not be true if made on the Drawdown Date;

- (e) all other conditions precedent set out in Section 6.2 of the Credit Agreement have been fulfilled; and
- (f) [in the case of an Advance under Credit A] the proceeds of the Advance will be used for [specify purpose].

Notice of Payment

Pursuant to Section 7.3 of the Credit Agreement, the undersigned hereby irrevocably notifies you of the following:

- (g) that a payment will be made under the following Credit [check one]:

Credit A ()
Credit B ()

- (h) the payment represents the following [check one or more]:

reduction in Advances under the Credit ()

payment of existing Advances which will be rolled over

as the same type of Advance under the Credit ()

payment of existing Advances which will be converted to

another type of Advance under the Credit ()

- (i) the payment date shall be _____

- (j) the Advance to be paid shall be in the form of *[check one or more and complete details]*:

Prime Rate Advance ()
Amount \$ _____

Base Rate Advance ()
Amount \$ _____

Banker's Acceptances ()

Face Amount: _____

Maturity Date: _____

LIBOR Advance ()

Amount \$ _____

Maturity Date: _____

DATED _____

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

By: _____
Name:
Title:

CINEPLEX INC.

By: _____
Name:
Title:

cc. The Bank of Nova Scotia
Corporate Banking – Loan Syndications
Agency Services
55th Floor
Scotia Plaza
40 King Street West
Toronto, Ontario M5W 2X6

Attention: Head of Agency Services
Facsimile: 416 866 3329

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 on and after April 1, 2022]***
 - (ii) the Senior Leverage Ratio was _____: 1; ***[to be completed for any fiscal period on and after April 1, 2022]***
 - (iii) the Fixed Charge Coverage Ratio was _____: 1; ***[to be completed for any fiscal period on and after April 1, 2022]***
 - (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 June 30, 2022]***

- (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 Obligors 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 Obligors 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 P

PERMITTED CAPITAL EXPENDITURES AND APPROVED PROJECTS

New Build Locations Committed Projects	Net Project Cost		LTD Nov ' 21 Net CAPEX	Remaining Net CAPEX	Run-Rate EBITDAaL	Project Status
New Build Theatre Locations						
VIP Theatre - Brentwood - Signed lease						
VIP Theatre - University District - Signed lease						
VIP Theatre - Royalmount - Signed lease						
VIP Theatre - Forum - - Signed lease						
Junxion - Erin Mills - Letter of Intent						
Junxion - Kildonan - Letter of Intent	Redacted - Confidential					
Committed Capital -Theatre New Build					Redacted - Confidential	
LBE New Build Locations						
TRR – Brentwood - Signed lease						
TRR – Park Place - letter of intent *						
TRR – Granville -lease signed						
TRR – Royal Mount - lease						
Playdium – Dartmouth - Lease Signed *						
Playdium – Laval – cancelled						
Committed Capital - LBE New Build						

SCHEDULE Q

FORM OF AVAILABLE LIQUIDITY CERTIFICATE

[see references in Section 9.1(6) and 9.3(1)(g)]

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 9.1(6) and 9.3(1)(g) 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 the most recently completed month, which ended on _____, Available Liquidity for such month was _____.
- (d) Appendix A attached sets out (i) the calculations of Available Liquidity of the Borrowers for the most-recently completed month as well as (ii) a comparison of actual monthly cash flows to the projected monthly cash flows set out in the "2021 Updated Forecast and Revised 2022-2026 Projections dated December 20, 2021" previously delivered by the Borrowers to the Lenders.

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: