

THIS FIRST AMENDMENT AGREEMENT TO CREDIT AGREEMENT (this “**First Amendment Agreement**”) is made as of March 18, 2026,

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 credit agreement made as of March 4, 2024 (as amended, restated, supplemented or otherwise modified to the date hereof, collectively, the “**Credit Agreement**”) establishing in favour of the Borrowers the revolving credit facility described therein, subject to the terms and conditions of the Credit Agreement.
- B. The Borrowers have requested and the Agent and the Lenders have agreed to amend the Credit Agreement on the terms and conditions set forth herein.
- C. The parties are entering into this First Amendment Agreement to amend the Credit Agreement.

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

1. Capitalized terms

Unless otherwise defined herein, all capitalized terms used in this First Amendment Agreement and not defined herein shall have meanings given to such terms in the Credit

Agreement (after taking into account the amendments provided for in this First Amendment Agreement).

2. Amendments to Credit Agreement

(a) *Amendments to Defined Terms*

(i) The definition of “Adjusted Term SOFR” in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and each other reference to “Adjusted Term SOFR” in the Credit Agreement or any other Loan Document is hereby deleted and replaced with “Term SOFR”.

(ii) The definition of “Agency Fee Letter” in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“**Agency Fee Letter**” means the amended and restated confidential agency fee letter agreement between Scotiabank, on the one hand, and Cineplex LP and Cineplex Inc., on the other hand, dated as of March 18, 2026.”

(iii) The definition of “Maturity Date” in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“**Maturity Date**” means either (i) September 18, 2028 but only to the extent the Senior Secured Notes have not been repaid, redeemed or refinanced in full to the satisfaction of the Agent and the Lenders in their sole discretion on or prior to such date or (ii) March 18, 2029, at all other times.”

(iv) The definition of “Permitted Distributions” is hereby amended by deleting subparagraph (c) thereof and replacing it with the following:

“(c) a cash Distribution made by Cineplex Inc. in any Cineplex Inc. Distribution Period at any time when the Revolving Credit Utilization is less than 40% (both prior to and after giving effect to such Distribution and any Advance used to fund such Distribution):

(i) provided the aggregate amount of all such Distributions that are made by Cineplex Inc. pursuant to this subclause (c)(i) in such Cineplex Inc. Distribution Period (including, for clarity, the proposed cash Distribution) does not exceed an amount equal to, without duplication, Free Cash Flow for such Cineplex Inc. Distribution Period; or

(ii) solely from the Net Cash Proceeds of any sale, transfer or other disposition by any Obligor of any of its Property (including Capital Stock of other Persons, but excluding the

Net Cash Proceeds from the CDM Sale) provided that (x) the aggregate amount of all such Distributions, taken together, that are made during the term of this Agreement, by Cineplex Inc. pursuant to this subclause (c)(ii) does not, at any time, exceed \$50,000,000 (or such greater amount approved by the Required Lenders from time to time in their sole discretion), and (y) any Distribution made pursuant to this subclause (c)(ii) shall not be subject to any Free Cash Flow requirement and the Net Cash Proceeds used to fund any such Distribution shall not be subject to the mandatory prepayment requirement of the Revolving Credit pursuant to Sections 3.1(1) or 3.1(2),

in each case as evidenced in a certificate to be delivered to the Agent prior to the making of such Distribution, which shall contain calculations, in reasonable detail and in a form satisfactory to the Agent, acting reasonably;”

- (v) The definition of “Term SOFR Adjustment” is hereby deleted in its entirety.
- (vi) The following definitions are added in alphabetical sequence to Section 1.1 of the Credit Agreement:

“**CDM Sale**” means the disposition by Cineplex LP of all of the issued and outstanding Capital Stock of DDC Group International Inc., and its wholly-owned Subsidiaries, Cineplex Digital Media Inc. and Cineplex Digital Media US Inc., to 1001372953 Ontario Inc. pursuant to a purchase and sale agreement dated as of October 15, 2025 between, among others, Cineplex LP, as seller, and 1001372953 Ontario Inc., as purchaser.

(b) *Amendments to Mandatory Clean-Down and Voluntary Prepayments*

- (i) Section 3.1(1) of the Credit Agreement is hereby amended by adding the words: “Sections 8.4(2)(b)(v), 8.4(2)(b)(vi) and paragraph (c)(ii) of the definition of “Permitted Distributions”,” after the words: “Subject to Section 3.1(4),” in the first line thereof.
- (ii) Section 3.1(2) of the Credit Agreement is hereby amended by adding the words: “Sections 8.4(2)(b)(v), 8.4(2)(b)(vi) and paragraph (c)(ii) of the definition of “Permitted Distributions”,” after the words: “Subject to Section 3.1(4),” in the first line thereof.

(c) *Amendments to Negative Covenants*

- (i) Section 8.4(2)(b) of the Credit Agreement is hereby amended by deleting the word “and” at the end of Section 8.4(2)(b)(iii); and (ii) adding the following as new subparagraphs (v) and (vi):

“(v) any repayment, prepayment or redemption of the Senior Secured Notes solely from the Net Cash Proceeds of any sale, transfer or other disposition by any Obligor of any of its Property (including Capital Stock of other Persons but excluding the Net Cash Proceeds from the CDM Sale) but only to the extent:

- (1) no Default has occurred and is continuing or would result therefrom;
- (2) the Revolving Credit Utilization shall be less than 40% at the time of such repayment, prepayment or redemption, as evidenced by a certificate delivered to the Agent that contains calculations, in reasonable detail and in a form satisfactory to the Agent, acting reasonably; and
- (3) the aggregate amount of all such repayments, prepayments or redemptions that are made pursuant to this Section 8.4(2)(b)(v) by the Obligors, taken together, that are made during the term of this Agreement, does not, at any time exceed \$50,000,000 (or such greater amount approved by the Required Lenders from time to time in their sole discretion);

it being acknowledged that any repayments, prepayments or redemptions of the Senior Secured Notes made pursuant to this Section 8.4(2)(b)(v) shall not be subject to any Free Cash Flow requirement or the mandatory prepayment of the Revolving Credit pursuant to Sections 3.1(1) or 3.1(2); and

(vi) a one-time repayment, prepayment or redemption of the Senior Secured Notes solely from the Net Cash Proceeds of the CDM Sale but only to the extent:

- (1) no Default has occurred and is continuing or would result therefrom; and
- (2) the aggregate amount of such one-time repayment, prepayment or redemption that is made pursuant to this Section 8.4(2)(b)(vi) does not exceed \$40,000,000;

it being acknowledged that such one-time repayment, prepayment or redemption of the Senior Secured Notes shall not be subject to any Free Cash Flow requirement or the mandatory prepayment of the Revolving Credit pursuant to Sections 3.1(1) or 3.1(2).”

3. Schedules to the Credit Agreement

- (a) Schedules F, G, H, I, J, K, L and M to the Credit Agreement are hereby deleted in their entirety and replaced with Schedules F, G, H, I, J, K, L and M attached as Exhibit A to this First Amendment Agreement.

4. Conditions Precedent to Effectiveness

- (a) This First 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:
 - (i) the Agent shall have received:
 - (1) a copy of this First Amendment Agreement duly executed by each of the Obligors, the Agent and the Lenders;
 - (2) a copy of the Agency Fee Letter duly executed by the Borrowers and the Agent;
 - (3) an officer's certificate of each Obligor attaching copies of its Constatng Documents (or confirming that same have not changed since the date of the Credit Agreement), a list of its officers and directors and specimens of the signatures of those officers or directors who are executing this First 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 First Amendment Agreement;
 - (4) a certificate of status, compliance, good standing or equivalent for each Obligor for its jurisdiction of incorporation, formation or amalgamation, as applicable;
 - (ii) all fees and expenses payable under the Loan Documents (including reasonable legal fees and expenses of counsel to the Agent and Collateral Agent), including the Agency Fee Letter, together with any other applicable fees, shall have been paid;
 - (iii) the representations and warranties set out in Section 5 of this First Amendment Agreement shall be true and correct in all respects as of the First Amendment Effective Date as if made on and as of such date; and
 - (iv) no Default having occurred and being continued as of the First Amendment Effective Date.

- (b) The date, as determined by the Agent, upon which the conditions precedent in Section 4(a) of this First Amendment Agreement have been satisfied is hereby referred to as the “**First Amendment Effective Date**”.

5. Representations and Warranties

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

- (a) the entering into and performance by it of this First 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 Constating Documents, any Applicable Law, any Permits or any Contract to which it is a party;
- (b) this First 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 Credit Agreement, 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 First 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 First Amendment Effective Date;
- (d) the Obligors are in compliance with all of the terms and provisions set out in the Credit Agreement, as amended by this First Amendment Agreement, and the other Loan Documents to which such Obligors is a party; and
- (e) after giving effect to this First Amendment Agreement, no Default has occurred and is continuing on the date hereof and the First Amendment Effective Date.

6. Effect of First Amendment Agreement; Confirmation of Loan Documents; Entire Agreement

- (a) This First Amendment Agreement amends the provisions of the Credit Agreement. Any provision hereof which differs from or is inconsistent with a provision of the Credit Agreement constitutes an amendment to the Credit Agreement with each such amendment being effective as of the First Amendment Effective Date. On and after the First Amendment Effective Date, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, or words of like import referring to the Credit Agreement, and each reference in any related document to the “Credit Agreement”, “thereunder”, “thereof”, or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended by this First Amendment Agreement.

- (b) The Credit Agreement, as amended herein, and the other Loan Documents shall continue in full force and effect in accordance with their respective terms and are hereby ratified and confirmed in all respects.
- (c) This First Amendment Agreement, the Credit Agreement as amended by this First 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 First Amendment Effective Date.

7. Consent by Guarantors; Confirmation of Security

- (a) Each of the Guarantors acknowledges and consents to the amendments to the Credit Agreement provided for in this First 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.
- (b) Each Obligor acknowledges and confirms that the Security granted by it or a predecessor pursuant to the Credit Agreement secures and continues to secure payment and performance of its respective Obligations, Guarantor Obligations and Other Secured Obligations.

8. Further Assurances

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

9. Severability

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

10. Time

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

11. Counterparts; Electronic Execution

This First 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 First Amendment Agreement may by

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

12. Governing Law

This First 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]

208012931:v7

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

THE BANK OF NOVA SCOTIA, as Agent

By: Authorized Signatory Redacted -
Confidential
Name:
Title:
By: Authorized Signatory Redacted -
Confidential
Name:
Title:

[signature page for First Amendment Agreement to Credit Agreement relating to Cineplex Entertainment Limited Partnership et al.]

IN WITNESS WHEREOF, the parties have caused this First 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

LES FILMS CINEPLEX ODEON QUÉBEC INC.

CINEMA 6 BOUCHERVILLE 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.**

Authorized Signatory Redacted -

By: *Confidential*

Name:

Title:

Authorized Signatory Redacted -

By: *Confidential*

Name:

Title:

[signature page for First Amendment Agreement to Credit Agreement relating to Cineplex Entertainment Limited Partnership et al.]

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

THE BANK OF NOVA SCOTIA

*Authorized Signatory Redacted -
Confidential*

By: _____

*Authorized Signatory Redacted -
Confidential*

By: _____

*[signature page for First Amendment Agreement to Credit Agreement relating to
Cineplex Entertainment Limited Partnership et al.]*

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

ROYAL BANK OF CANADA, as Lender

By: *Authorized Signatory Redacted - Confidential*
Name:
Title:

By: _____
Name:
Title:

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

BANK OF MONTREAL, as Lender

By: *Authorized Signatory Redacted - Confidential*
Name:
Title:

By: _____
Name:
Title:

[signature page for First Amendment Agreement to Credit Agreement relating to Cineplex Entertainment Limited Partnership et al.]

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

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

By: *Authorized Signatory Redacted -
Confidential*
Name:
Title:

By: *Authorized Signatory Redacted -
Confidential*
Name:
Title:

[signature page for First Amendment Agreement to Credit Agreement relating to Cineplex Entertainment Limited Partnership et al.]

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

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

By: *Authorized Signatory Redacted -
Confidential*
Name:
Title:

By: *Authorized Signatory Redacted -
Confidential*
Name:
Title:

[signature page for First Amendment Agreement to Credit Agreement relating to Cineplex Entertainment Limited Partnership et al.]

Appendix A

See attached.

SCHEDULE F
EXISTING DEFINED BENEFIT PLANS

[redacted]

SCHEDULE G
DETAILS OF CAPITAL STOCK, PROPERTY, ETC.

[redacted]

SCHEDULE H
OTHER SECURED OBLIGATIONS

[redacted]

SCHEDULE I
INTELLECTUAL PROPERTY

[redacted]

SCHEDULE J
EXISTING L/CS

[redacted]

SCHEDULE K
ORGANIZATION STRUCTURE

[redacted]

SCHEDULE L
REAL PROPERTY SECURITY

[redacted]

SCHEDULE M
US BANK ACCOUNTS

[redacted]