

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): **March 29, 2023**

National CineMedia, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

6300 S. Syracuse Way
(Address of Principal Executive Offices)

001-33296

(Commission File Number)

Suite 300 Centennial Colorado

20-5665602
(I.R.S. Employer
Identification No.)

80111
(Zip Code)

(303) 792-3600

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 210.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Common Stock, par value \$0.01 per share
(Title of each class)

NCMI
(Trading symbol)

The Nasdaq Stock Market LLC
(Name of each exchange on which registered)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

Second Supplemental Indenture

On March 31, 2023, National CineMedia, LLC (“NCM LLC”) entered into a Second Supplemental Indenture (the “Supplemental Indenture”) to the Indenture, dated as of August 19, 2016 (the “Indenture”) relating to NCM LLC’s 5.75% Senior Notes due 2026 (the “Notes”) with Computershare Trust Company, N.A., as Trustee. The Supplemental Indenture was approved by holders of the Notes holding at least a majority of the aggregate principal amount of the Notes.

The Supplemental Indenture amends Section 6.01(a) of the Indenture by extending the grace period for payment of interest due on the Notes from 47 days to 57 days. Although NCM LLC has sufficient liquidity to pay interest on the Notes that otherwise became due on February 15, 2023, extending the grace period will enable NCM LLC to continue engaging in negotiations with certain of NCM LLC’s lenders regarding NCM LLC’s indebtedness. At this time, no agreement has been reached regarding NCM LLC’s indebtedness.

The foregoing descriptions of the Supplemental Indenture and the Indenture are qualified in their entirety by reference to complete copies of the Supplemental Indenture and the Indenture, respectively, filed as Exhibit 4.1 and Exhibit 4.2 to this Current Report on Form 8-K and incorporated by reference herein.

Amendment to Credit Agreement

On March 31, 2023, NCM LLC as the Borrower, entered into Amendment No. 5 (the “Credit Agreement Amendment”) to its Credit Agreement, dated as of June 20, 2018, among the Borrower, the several banks and other financial institutions or entities from time to time parties thereto, and JPMorgan Chase Bank, N.A., as administrative agent, as previously amended (the “Credit Agreement”). The Credit Agreement Amendment extends the grace period available for certain payments under the Credit Agreement for nine business days.

The foregoing descriptions of the Credit Agreement Amendment is qualified in its entirety by reference to complete copies of the Credit Agreement Amendment filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities

Redemption of Cinemark’s Common Membership Units

The Second Amended and Restated Certificate of Incorporation of National CineMedia, Inc. (“NCM Inc.” or the “Company”) and the Third Amended and Restated Limited Liability Company Operating Agreement, as amended, of NCM LLC provide a redemption right to the NCM LLC members to exchange common membership units of NCM LLC for shares of the Company’s common stock (the “Common Stock”) on a one-for-one basis, or at the Company’s option, a cash payment equal to the market price of one share of the Company’s Common Stock.

On March 20, 2023, the Company received a Notice of Redemption from Cinemark Media, Inc. (“Cinemark”) for the redemption of 1,720,935 common membership units, with a redemption date of March 23, 2023. Pursuant to the Notice of Redemption, Cinemark surrendered certificates evidencing the common membership units to NCM LLC for cancellation and, the Company contributed an equal number of newly issued shares of its Common Stock to NCM LLC in exchange for the common units surrendered and redeemed by Cinemark. NCM LLC in turn transferred the shares of Common Stock to Cinemark. The shares of Common Stock were issued in reliance upon the exemption from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof for transactions not involving a public offering.

2022 Common Unit Adjustment

NCM, Inc., as sole manager of NCM LLC, provided written notices effective as of March 29, 2023 setting forth the determination of common membership units due to/from the members of NCM LLC as shown in the table below, in accordance with the Common Unit Adjustment Agreement dated as of February 13, 2007, by and among NCM, Inc., NCM LLC, Regal CineMedia Holdings, LLC (“Regal”), American Multi-Cinema, Inc. (“AMC”) and Cinemark. Regal, AMC and Cinemark are referred to collectively as the “Founding Members.” The common membership units are expected to be issued on April 12, 2023, the settlement date.

The Common Unit Adjustment Agreement provides a mechanism for adjusting membership units held by the Founding Members, based on increases or decreases in attendance associated with new theater construction or acquisitions and dispositions or closures by each Founding Member. The adjustment of membership units pursuant to the Common Unit Adjustment Agreement is conducted annually, except that an earlier adjustment will occur for a Founding Member if its acquisition or disposition of theaters, in a single transaction or cumulatively since the most recent adjustment, will cause a change of two percent or more in the total annual attendance.

Following is a summary of the beneficial ownership of NCM LLC units that will result from this most recent common unit adjustment for the fiscal year ended December 29, 2022:

Founding Member Group	Number of Units Owned Prior to Adjustment (1)	Number of Units Issued per 2022 Adjustment	Total Number of Units Owned Post Adjustment
AMC	—	16,581,829	16,581,829
Cinemark	—	4,849,345	4,849,345
Regal	—	— (2)	—
NCM, Inc.	174,054,114	—	174,054,114
Total	174,054,114	21,431,174	195,485,288

(1) The units reflected are as of March 29, 2023.

(2) The 2022 Common Unit Adjustment calculated for Regal is negative 12,688,940 units. The Common Unit Adjustment Agreement requires this amount to be satisfied by paying to NCM LLC an amount calculated pursuant to the Common Unit Adjustment Agreement (the “CUAA Cash Amount”). Regal is currently a debtor in jointly administered cases bearing case number 22-90168 (MI) chapter 11 cases commenced on September 7, 2022 (the “Petition Date”) in the United States Bankruptcy Court for the Southern District of Texas (the “Regal Chapter 11 Cases”). On January 17, 2023, NCM LLC filed a timely proof of claim in the Chapter 11 Cases which (a) applied to any claims that arose under the Common Unit Adjustment Agreement prior to the Petition Date and (b) reserved all rights with respect to, among other things, amounts arising under the Common Unit Adjustment Agreement after the Petition Date. Accordingly, the CUAA Cash Amount will likely be addressed through the claims reconciliation process established in the Regal Chapter 11 Cases.

Agreement for fiscal 2022, each Founding Member’s beneficial ownership interest in NCM LLC will change as follows:

Founding Member Group	Ownership Interest Prior to Adjustment	Ownership Interest Post Adjustment	Change
AMC	0.0%	8.5%	+8.5
Cinemark	0.0%	2.5%	+2.5
Regal	0.0%	0.0%	—
NCM, Inc.	100.0%	89.0%	-11.0

Pursuant to NCM, Inc.’s Second Amended and Restated Certificate of Incorporation and NCM LLC’s Third Amended and Restated Limited Liability Company Operating Agreement, as amended, members of NCM LLC, other than NCM, Inc., may choose to have common membership units redeemed, and NCM, Inc. may elect to issue cash or shares of its Common Stock on a one-for-one basis. Therefore, the NCM LLC units issued to the Founding Members may be redeemable for an equal number of shares of NCM, Inc.’s Common Stock.

Neither NCM, Inc. nor NCM LLC will receive any cash consideration in exchange for the issuance of the units. The units will be issued in reliance upon the exemption from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof for transactions not involving a public offering. Appropriate legends will be affixed to the securities issued in this transaction. The Founding Members had adequate access, through business or other relationships, to information about NCM, Inc. and NCM LLC.

Item 9.01 Financial Statements and Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	<u>Second Supplemental Indenture, dated as of March 31, 2023, by and between National CineMedia, LLC and Computershare Trust Company, as trustee.</u>
4.2	<u>Indenture, dated as of August 19, 2016, by and between National CineMedia, LLC and Wells Fargo Bank, National Association, as trustee.</u>
10.1	<u>Common Unit Adjustment Agreement dated as of February 13, 2007, by and among National CineMedia, Inc., National CineMedia, LLC, Regal CineMedia Holdings, LLC, American Multi-Cinema, Inc., Cinemark Media, Inc, Regal Cinemas, Inc. and Cinemark USA, Inc. (Confidential treatment granted as to certain portions, which portions were omitted and filed separately with the Commission) (Incorporated by reference to Exhibit 10.6 to NCM, Inc.'s Current Report on Form 8-K (File No. 001-33296) filed on February 16, 2007.)</u>
10.2	<u>Amendment No. 5 to the Credit Agreement, dated as of March 31, 2023, by and among National CineMedia, LLC, each lender party thereto, and JPMorgan Chase Bank, N.A., as administrative agent</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NATIONAL CINEMEDIA, INC.

Dated: March 31, 2023

By: /s/ Ronnie Ng
Ronnie Ng
Chief Financial Officer

SECOND SUPPLEMENTAL INDENTURE
NATIONAL CINEMEDIA, LLC
AND
COMPUTERSHARE TRUST COMPANY, N.A.,
as Trustee
Dated as of March 31, 2023
to the
INDENTURE
Dated as of August 19, 2016
5.750% Senior Notes due 2026

THIS SECOND SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), entered into as of March 31, 2023, among NATIONAL CINEMEDIA, LLC, a Delaware limited liability company (the “**Company**”) and COMPUTERSHARE TRUST COMPANY, N.A. as trustee, (the “**Trustee**”), (as successor to Wells Fargo Bank, National Association (the “**Old Trustee**”)) under the Indenture (as defined below). Capitalized terms used herein and not otherwise defined have the meanings set forth in the Indenture.

RECITALS

WHEREAS, the Company and the Old Trustee entered into an Indenture, dated as of August 19, 2016 (as amended by the First Supplemental Indenture, dated as of March 15, 2023, the “**Indenture**”), relating to the Company’s 5.750% Senior Notes due 2026 (the “**Notes**”);

WHEREAS, pursuant to Section 9.02 of the Indenture, the Company, the Undersigned and the Trustee are authorized to execute and deliver this Supplemental Indenture with the consent of the Holders of at least a majority of the aggregate principal amount of the Notes for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture, any supplemental indenture or the Notes or of modifying in any manner the rights of the Holders;

WHEREAS, Holders of at least a majority of the aggregate principal amount of the Notes have consented to the execution and delivery of this Supplemental Indenture;

WHEREAS, the Company is duly authorized to enter into this Supplemental Indenture; and

WHEREAS, all acts, conditions, proceedings and requirements necessary to make this Supplemental Indenture a valid, binding and legal agreement enforceable in accordance with its terms for the purposes expressed herein, in accordance with its terms, have been duly done and performed.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this Supplemental Indenture hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. For all purposes of this Supplemental Indenture, except as otherwise stated herein, capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture. Each reference to “herein,” “hereof” and “hereunder” and other words of similar import contained in the Indenture shall, after this Supplemental Indenture becomes effective, refer to the Indenture as supplemented hereby.

ARTICLE II

AMENDMENTS

Section 2.1 Amendment to the Indenture.

(a) *Amendment to Section 6.01*. Section 6.01(a) of the Indenture is hereby amended by replacing the reference to 47 days with 57 days.

ARTICLE III

MISCELLANEOUS

Section 3.1 Governing Law. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 3.2 Counterparts. This Supplemental Indenture may be signed in various counterparts which together shall constitute one and the same instrument. This Supplemental Indenture may be executed by facsimile or PDF transmission. This Supplemental Indenture (and to any other document executed in accordance with this Supplemental Indenture) shall be valid, binding, and enforceable against the Company when executed and delivered by an authorized individual on behalf of the Company by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Company and the Trustee shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.

Section 3.3 Amendment of Existing Indenture. This Supplemental Indenture is an amendment supplemental to the Indenture, and the Indenture and this Supplemental Indenture shall henceforth be read together.

Section 3.4 Severability. In case any provision in this Supplemental Indenture is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

Section 3.5 Trustee Not Responsible for Recitals. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto. The recitals and statements herein are deemed to be those of the Company and not the Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture.

Section 3.6 Ratification of Obligations. Except as specifically modified herein, the Indenture and the Notes are in all respects ratified and confirmed (*mutatis mutandis*) and shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

NATIONAL CINEMEDIA, LLC, as Issuer

By: NATIONAL CINEMEDIA, INC., its Manager

By: /s/ Ronnie Y. Ng
Name: Ronnie Y. Ng
Title: Chief Financial Officer

COMPUTERSHARE TRUST COMPANY, N.A.,
as Trustee

By: Amy Pratt
Name: Amy Pratt
Title: Vice President

AMENDMENT NO. 5 TO CREDIT AGREEMENT

This AMENDMENT NO. 5 TO CREDIT AGREEMENT (this "Amendment") is entered into as of March 31, 2023, by and between National CineMedia, LLC, a Delaware limited liability company (the "Borrower") and each of the Lenders (as defined below) party hereto.

R E C I T A L S:

A. The Borrower, the lenders from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, N.A. ("JPMorgan"), as administrative agent (in such capacity, the "Administrative Agent") are parties to the Credit Agreement dated as of June 20, 2018 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of April 30, 2020, that certain Amendment No. 2 to Credit Agreement, dated as of March 8, 2021, that certain Amendment No. 3 to Credit Agreement, dated as of January 5, 2022, that certain Amendment No. 4 to Credit Agreement, dated as of January 17, 2023 and as further amended, restated, amended and restated, extended, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement").

B. The Borrower has requested an amendment to the Credit Agreement that would effect certain modifications thereto as set forth herein. Each Lender party hereto, which constitutes the Required Lenders, Majority Revolving Credit Facility Lenders and the Majority Term Loan Facility Lenders, consents to this Amendment.

C. Section 10.1 of the Credit Agreement permits the Borrower and the Required Lenders to enter into waivers, amendments or other modifications to the Credit Agreement and the other Loan Documents, in accordance with the provisions of such Section 10.1 of the Credit Agreement.

D. Accordingly, in consideration of the premises made hereunder, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions and Interpretation.

1.1 Definitions. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings given to them in the Credit Agreement as amended by this Amendment (the "Amended Credit Agreement").

1.2 Interpretation. This Amendment shall be construed and interpreted in accordance with the rules of construction set forth in Sections 1.2 of the Amended Credit Agreement.

Section 2. Amendments to Loan Documents. Subject to the satisfaction of the conditions precedent specified in Section 3 below and effective as of the Amendment No. 5 Effective Date:

(1) Section 1.01 of the Credit Agreement is hereby amended by adding the following defined terms in alphabetical order thereof:

““Amendment No. 5” shall mean that certain Amendment No. 5 to Credit Agreement, dated as of March 31, 2023, by and among, the Borrower and the Lenders party thereto.”

““Amendment No. 5 Effective Date” shall mean March 31, 2023.”

(i)Section 8(a)(i) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“the Borrower shall fail to pay any principal of any Loan or Reimbursement Obligation when due in accordance with the terms hereof (solely in the case of the payment of principal due pursuant to Section 2.3 on March 31, 2023, within nine Business Days after such principal becomes due in accordance with the terms hereof) and”

Section 3. Conditions to Effectiveness. This Amendment shall be legal, valid and binding on (and as of) the date hereof, and subject to the last paragraph of this Section 3, the amendments implemented pursuant to Section 2 hereof shall become effective immediately upon the time at which the following conditions precedent are satisfied or waived by the Administrative Agent at the direction of the Required Lenders (the date of such satisfaction, the “Amendment No. 5 Effective Date”):

The Administrative Agent shall have received each of the following, each in form and substance reasonably satisfactory to the Required Lenders and the Majority Term Loan Facility Lenders:

(i)Counterparts of this Amendment duly executed by the Borrower, the Administrative Agent, the Lenders that constitute the Required Lenders.

(ii)(i) Such customary certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of the Borrower as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and (ii) such documents and certificates (including applicable organizational documents) and, if applicable, good standing certificates in the jurisdiction of organization of the applicable Loan Party) as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized and formed, and that each of them is validly existing and in good standing, except to the extent that failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(iii)The Borrower shall have prepared and provided to the Administrative Agent a customary certificate certifying to the matters set forth in Sections 4.5 and 4.6 (below).

Notwithstanding the foregoing, for purposes of determining compliance with, and satisfaction of, the conditions specified in this Section 3, the Administrative Agent and each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required hereunder hereof, any waiver of which shall be as determined by the Administrative Agent (on behalf of itself or any Person for whom such amount is for the benefit of) or any professional advisor owed such amount). The Administrative Agent shall notify the Borrower and the Lenders of the Amendment No. 5 Effective Date, and such notice shall be conclusive and binding.

Section 4. Representations and Warranties. The Borrower represents and warrants to the Lenders party hereto as follows:

4.1 Power and Authority. It has the limited liability company power and authority to, and the legal right to, make, execute and deliver this Amendment and to perform its obligations under this Amendment and under the Amended Credit Agreement and other Loan Documents to which it is a party.

4.2 Authorization. It has taken all proper and necessary limited liability company action to authorize the execution, delivery and performance of this Amendment and the other transactions contemplated hereby and the performance of the Amended Credit Agreement and the other Loan Documents and to authorize the borrowings on the terms and conditions of this Amendment.

4.3 Non-Violation. The execution and delivery of this Amendment and the performance and observance by it of the provisions hereof do not and will not (i) violate the Organizational Documents of the Borrower, (ii) violate any Requirement of Law of the Borrower or any of its Subsidiaries, as such may be applicable to or binding on each except, to the extent any such violations, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (iii) constitute a default under any Contractual Obligations of the Borrower or any of its Subsidiaries, as such may be applicable to or binding on each, except to the extent such default could not reasonably be expected to result in a Material Adverse Effect, and (iv) will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any such Requirement of Law or any such Contractual Obligation (other than the Liens permitted by the Amended Credit Agreement).

4.4 Validity and Binding Effect. This Amendment has been duly executed and delivered by the Borrower. On the Amendment No. 5 Effective Date, this Amendment shall constitute a legal, valid and binding obligation of each Loan Party that is a party hereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable Debtor Relief Laws and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

4.5 Representations and Warranties in Credit Agreement. After giving effect to this Amendment, the representations and warranties of each Loan Party contained in the Amended Credit Agreement and each Loan Document are true and correct in all material respects as of the Amendment No. 5 Effective Date; provided, that to the extent that such

representations and warranties specifically relate to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further, that any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

4.6 No Event of Default. On the Amendment No. 5 Effective Date, both immediately prior to and immediately after giving effect to this Amendment, no Default or Event of Default shall have occurred or is continuing.

4.7 No Consent. No consent, exemption, authorization or approval of, registration or filing with, notice or any other action by, any Governmental Authority or any other Person is required on the part of or with respect to the Borrower in connection with this Amendment, or the execution, delivery, performance, validity or enforceability of this Amendment or any other Loan Document, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect.

Section 5. Reaffirmation of Agreements and Security Interest. The Borrower hereby expressly acknowledges the terms of this Amendment and reaffirms, as of the date hereof, (i) the covenants and agreements contained in each Loan Document (including the Guarantee and Collateral Agreement) to which it is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Amendment and the transactions contemplated hereby, (ii) [reserved] and (iii) its grant of Liens on the Collateral to the Collateral Agent for the benefit of the Lenders to secure the prompt payment and performance in full when due of the Obligations pursuant to the Security Documents.

Section 6. Miscellaneous.

6.1 Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6.2 Survival of Representations and Warranties. All representations and warranties made hereunder shall survive the execution and delivery of this Amendment, and no investigation by the Administrative Agent or the Lenders or any subsequent extension of credit shall affect any of such representations and warranties or the right of the Administrative Agent or any Lender to rely upon them.

6.3 Severability. Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

6.4 Headings. The headings, captions and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

6.5 Loan Documents Unaffected. Each Loan Party acknowledges and agrees that each of the Loan Documents to which it is a party or otherwise bound shall continue in full force and effect as amended on the date hereof and that all of its obligations thereunder shall be valid and enforceable (except as enforceability may be limited by applicable Debtor Relief Laws and by general equitable principles (whether enforcement is sought by proceedings in equity or at law)) and shall not be impaired or limited by the execution or effectiveness of this Amendment. On and after the Amendment No. 5 Effective Date, the parties confirm and acknowledge with respect to each Loan Document not amended or modified restated in connection with the Amendment that unless the context otherwise requires (i) each reference in such Loan Documents to “Credit Agreement”, “thereunder”, “thereof” or words of like import shall be a reference to the Credit Agreement as amended by the Amendment, and as such agreement may be otherwise amended, amended and restated, modified or supplemented and in effect from time to time and (ii) the definition of any term defined in any such Loan Document by reference to the terms defined in the “Credit Agreement” shall reference the defined terms in the Credit Agreement, as amended hereby, as the same may be otherwise amended, amended and restated, modified or supplemented and in effect from time to time. This Amendment is a Loan Document.

6.6 Waiver of Claims. The Borrower hereby acknowledges and agrees that, through the date hereof, each of the Administrative Agent and the Lenders has acted in good faith and has conducted itself in a commercially reasonable manner in its relationships with the Borrower in connection with the Obligations, the Credit Agreement, and the other Loan Documents, and, to the maximum extent permitted by applicable law, the Borrower hereby waives and releases any claims to the contrary with respect to the period through the Amendment No. 5 Effective Date. To the maximum extent permitted by applicable law, the Borrower hereby releases, acquits and forever discharges the Administrative Agent and each of the Lenders, their respective Affiliates, and their respective officers, directors, employees, agents, attorneys, advisors, successors and assigns, both present and former, from any and all claims and defenses, known or unknown as of the date hereof, with respect to the Obligations, this Amendment, the Credit Agreement, the other Loan Documents and the transactions contemplated hereby and thereby.

6.7 [Reserved].

6.8 [Reserved].

6.9 Entire Agreement. This Amendment, together with the Credit Agreement and the other Loan Documents, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral representations and negotiations and prior writings with respect to the subject matter hereof.

6.10 Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic transmission (including in “.pdf” format) will be effective as delivery of a manually executed counterpart hereof. The words “execution,”

“signed,” “signature,” and words of like import in this Amendment or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6.11 GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6.12 Notices; Submission to Jurisdiction; Consent to Service of Process; Waiver of Jury Trial. The provisions set forth in Sections 10.2, 10.12 and 10.18 of the Credit Agreement are hereby incorporated *mutatis mutandis* with all references to the “Agreement” therein being deemed references to this Amendment.

[Remainder of page blank; signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BORROWER:

NATIONAL CINEMEDIA, LLC as Borrower
By its manager, National CineMedia, Inc.

By: /s/ Ronnie Y. Ng
Name: Ronnie Y. Ng
Title: Chief Financial Officer

[Signature Page to Amendment No. 5]

LENDERS:

Bronco Trading LLC

By: Truist Bank as Manager,
as a Lender

By: /s/ Connie Bailey-Blake

Name: Connie Bailey-Blake

Title: Vice President

ABRY ADVANCED SECURITIES FUND III, L.P., as a Lender

By: ABRY ASF Investors III, L.P.

Its: General Partner

By: ABRY Advanced Securities Holdings III, LLC

Its: General Partner

By: /s/ John Connor _____

Name: John Connor

Title: Authorized Person

Lockwood Grove CLO, Ltd.

By: Tall Tree Investment Management, LLC.

As Collateral Manager

By: /s/ Frank J. Sherrod
Name: Frank J. Sherrod
Title: Chief Operating Officer

Hoback Trading LLC
By: Truist Bank as Manager
as a Lender

By: /s/ Connie Bailey-Blake
Name: Connie Bailey-Blake
Title: Vice President

Bank of America, N.A.
as a Lender

By: /s/ Alexander Watts
Name: Alexander Watts
Title: AVP

Glendon Opportunities Fund II, L.P., as a Lender
By: Glendon Capital Management L.P., as its
investment advisor

By: /s/ Haig Maghakian
Name: Haig Maghakian
Title: Authorized Person

Apollo Trading LLC,
as a Lender

By: /s/ Alexander Watts
Name: Alexander Watts
Title: Authorized Signatory

Appalachian Funding LLC,
as a Lender

By: /s/ Alexander Watts
Name: Alexander Watts
Title: Authorized Signatory

MALAGA LLC, as a Lender

By: /s/ Kevin Huang
Name: Kevin Huang
Title: Associate Director

Aon Collective Investment Trust - Multi-Asset Credit Fund, as a Lender
By: Bain Capital Credit, LP, as Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

AVAW Loans Sankaty z.H. Internationale Kapitalanlagegesellschaft mbH, as a
Lender

By: Bain Capital Credit, LP, as Fund Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Blue Cross of California, as a Lender

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Community Insurance Company, as a Lender

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

San Francisco City and County Employees' Retirement System, as a Lender

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Australia Retirement Trust, as a Lender
By: Bain Capital Credit, LP, as Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Total Return Credit, L.P., as a Lender
By: Bain Capital Total Return Credit General Partner, LLC, its general partner
By: Bain Capital Credit Member, LLC, its manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2017-1, Limited, as a Lender
By: Bain Capital Credit CLO Advisors, LP, as Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2017-2, Limited, as a Lender
By: Bain Capital Credit, LP, as Collateral Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital High Income Partnership, L.P., as a Lender
By: Bain Capital High Income Investors, L.P.
By: Bain Capital Credit Member, LLC, its general partner
By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2018-1, Limited, as a Lender
By: Bain Capital Credit CLO Advisors, LP, as Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2019-2, Limited, as a Lender
By: Bain Capital Credit CLO Manager, LLC, as Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2019-3, Limited, as a Lender
By: Bain Capital Credit CLO Advisors, LP, as Collateral Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2019-4, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2020-1, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2020-2, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2020-3, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2021-1, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2021-2, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2021-3, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2021-4, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2021-5, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2021-6, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2022-2, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager II, LP, as portfolio manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2022-3, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager II, LP, as portfolio manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2022-4, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager II, LP, as portfolio manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2022-5, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager II, LP, as portfolio manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

CMAC Fund 1, L.P., as a Lender
By: Bain Capital Credit Managed Account Investors (CMAC Fund 1), LLC, its
general partner
By: Bain Capital Credit Member II, Ltd., its manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Senior Loan Fund, L.P., as a Lender
By: Bain Capital Senior Loan Investors, LLC, its general partner
By: Bain Capital Credit Member, LLC, its manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

CommonSpirit Health Operating Investment Pool, as a Lender
By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

CommonSpirit Health Master Retirement Trust, as a Lender
By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Future Fund Board of Guardians, as a Lender
By: Bain Capital Credit, LP, as Fund Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital I ICAV acting in respect of and for the account of its sub fund Global
Loan, Fund, as a Lender

By: /s/ Tom Maughan
Name: Tom Maughan
Title: Director

Bain Capital Credit Dislocation Fund (B), L.P.,
as a Lender
By: Bain Capital Credit Dislocation Fund General Partner, LLC
Its: general partner
By Bain Capital Credit Member II, Ltd.
its manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit Managed Account (FSS), L.P., as a Lender
By: Bain Capital Credit Managed Account Investors (FSS), L.P., its general partner
By: Bain Capital Credit Member, LLC, its general partner

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Government Employees Superannuation Board, as a Lender
By: Bain Capital Credit, LP, as Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Future Fund Board of Guardians for and on behalf of Medical Research Future
Fund, as a Lender
By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit Managed Account (PSERS), L.P., as a Lender
By: Bain Capital Credit Managed Account Investors, LLC, its general partner
By: Bain Capital Credit Member, LLC, its manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Retail Employees Superannuation Trust, as a Lender
By: Bain Capital Credit, LP, as Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Race Point IX CLO, Limited, as a Lender
By: Bain Capital Credit, LP, as Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit Managed Account (Blanco), L.P., as a Lender
By: Bain Capital Credit Managed Account Investors (Blanco), LLC, its general
partner
By: Bain Capital Credit Member, LLC, its manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Race Point VIII CLO, Limited, as a Lender
By: Bain Capital Credit, LP, as Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Los Angeles County Employees Retirement Association, as a Lender
By: Bain Capital Credit, LP, as Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2022-1, Limited, as a Lender
By: Bain Capital Credit, LP, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2020-5, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Baloise Senior Secured Loan Fund II, as a Lender
By: Bain Capital Credit, LP, as Sub Investment Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2019-1, Limited, as a Lender
By: Bain Capital Credit CLO Manager, LLC, as Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2018-2, Limited, as a Lender
By: Bain Capital Credit CLO Advisors, LP, as Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Race Point X CLO, Limited, as a Lender
By: Bain Capital Credit, LP, as Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Floating Rate Income Fund, a series of John Hancock Funds II, as a Lender
By: BCSF Advisors, LP, its Subadviser

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Suzuka INKA, as a Lender
By: Bain Capital Credit, LP, as Fund Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2021-7, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Senior Loan Fund (SRI), L.P., as a Lender

By: Bain Capital Senior Loan Investors (SRI), L.P., its general partner

By: Bain Capital Credit Member, LLC, its general partner

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Bain Capital Credit CLO 2020-4, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

By: /s/ Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital
Credit, LP

Funds managed by Carlyle CLO Management LLC and affiliate funds, or affiliates thereof, as a Lender

By: /s/ Lauren Basmadjian
Name: Lauren Basmadjian
Title: Managing Director - Partner

Carlyle Funds

Carlyle C17 CLO, Ltd.

Carlyle Global Market Strategies CLO 2012-4, Ltd.

Carlyle Global Market Strategies CLO 2014-3-R, Ltd.

Carlyle Global Market Strategies CLO 2015-5, Ltd.

Carlyle Global Market Strategies CLO 2016-1, Ltd.

Carlyle Global Market Strategies CLO 2016-3, Ltd.

Carlyle US CLO 2018-1, Ltd.

Carlyle US CLO 2018-2, Ltd.

Carlyle US CLO 2018-3 - Blocker, Ltd.

Carlyle US CLO 2018-4, Ltd.

Carlyle US CLO 2019-1, Ltd.

Carlyle US CLO 2019-2, Ltd.

Carlyle US CLO 2019-2 - Blocker, Ltd.

Carlyle US CLO 2019-3 - Blocker, Ltd.

Carlyle US CLO 2019-4 - Blocker, Ltd.

Carlyle US CLO 2020-1 - Blocker, Ltd.

Carlyle C17 CLO, Ltd.

Wazee Street Capital Management LLC
As Investment Manager to the Lenders listed below:

By: /s/ R Michael Collins
Name: R Michael Collins
Title: President

Wazee Street Opportunities Fund V LP
WSOF V Splitter LP

ArrowMark Partners, as a Lender

By: /s/ Sanjai Bhonsle

Name: Sanjai Bhonsle

Title: Partner

Elevation CLO 2013-1, LTD
Elevation CLO 2014-2, Ltd.
Elevation CLO 2017-6, LTD
Elevation CLO 2017-8, Ltd.
Elevation CLO 2018-9, Ltd.
Elevation CLO 2018-10, Ltd.
Elevation CLO 2020-11, Ltd.
Après Static CLO 1, Ltd.

Canaras Capital Management, LLC as Service Provider on behalf of the below listed funds

Saranac CLO VII Limited
Saranac CLO III Limited
Saranac CLO V Limited

By: /s/ Richard Vratana
Name: Richard Vratana
Title: Authorized Signatory

Regatta VI Funding Ltd.
Regatta VII Funding Ltd.
Regatta VIII Funding Ltd.
Regatta IX Funding Ltd.
Regatta X Funding Ltd.
Regatta XI Funding Ltd.
Regatta XII Funding Ltd.
Regatta XVI Funding Ltd.
each, as a Lender

By: Regatta Loan Management LLC, its Collateral Manager

By: /s/ Scott Lorinsky
Name: Scott Lorinsky
Title: Authorised Signatory

Regatta II Funding L.P.
Regatta XIII Funding Ltd.
Regatta XIV Funding Ltd.
Regatta XV Funding Ltd.
Regatta XVII Funding Ltd.
Regatta XVIII Funding Ltd.
Regatta XX Funding Ltd.
Regatta XXI Funding Ltd.
Regatta XXIII Funding Ltd.
Regatta XXIV Funding Ltd.
each, as a Lender

By: Napier Park Global Capital (US) LP, its Collateral Manager

By: /s/ Scott Lorinsky _____
Name: Scott Lorinsky
Title: Managing Director

BSSF II Ireland DAC, as a Lender

By: /s/ Monica Ugidos

Name: Monica Ugidos

Title: Head of Trading and
Sourcing
Authorised Signatory

VOYA CLO 2012-4, LTD.
VOYA CLO 2013-1, LTD.
VOYA CLO 2013-2, LTD.
VOYA CLO 2013-3, LTD.
VOYA CLO 2014-1, LTD.
VOYA CLO 2014-2, LTD.
VOYA CLO 2014-4, LTD.
VOYA CLO 2015-1, LTD.
VOYA CLO 2015-3, LTD.
VOYA CLO 2016-1, LTD.
VOYA CLO 2016-2, LTD.
VOYA CLO 2016-3, LTD.
VOYA CLO 2017-1, LTD.
VOYA CLO 2017-2, LTD.
VOYA CLO 2017-3, LTD.
VOYA CLO 2017-4, LTD.
VOYA CLO 2018-1, LTD.
VOYA CLO 2018-2, LTD.
VOYA CLO 2018-3, LTD.
VOYA CLO 2018-4, LTD.
VOYA CLO 2019-1, LTD.
VOYA CLO 2019-2, LTD.
VOYA CLO 2019-3, LTD.
VOYA CLO 2019-4, LTD.
VOYA CLO 2020-1, LTD.
VOYA CLO 2020-2, LTD.
VOYA CLO 2020-3, LTD.,
each, as a Lender

By: Voya Alternative Asset Management LLC, as
Investment Manager

By: /s/ Robert Wilson
Name: Robert Wilson
Title: Senior Vice President
Portfolio Manager —
Special Situations

Contrarian Funds, L.L.C., as a Lender

By: /s/ Jon R. Bauer

Name: Jon R. Bauer

Title: Manager