

JUDICIAL REORGANIZATION AGREEMENT

ENJOY S.A.

I. BACKGROUND OF THE PROPOSING DEBTOR COMPANY.

A. Legal Incorporation of the Company.

Enjoy S.A., Tax ID N° 96.970.380-7 (“**Enjoy**”, the “**Company**” or the “**Debtor Company**”), was incorporated by means of a public deed dated October 23, 2001, executed at the Notary Office of Santiago of Mr. Eduardo Diez Morello, an extract of which was registered in the Registry of Commerce of the Real Estate Registrar of Santiago on page 29,692 number 24,230. corresponding to the year 2001 and published in the Official Gazette on November 23 of the same year, having the Company been registered on June 9, 2009 in the Securities Registry of the Financial Market Commission “*Comisión para el Mercado Financiero Chile*” (“**CMF**”) under No. 1033.

B. Information.

Company name : Enjoy S.A.

Tax ID : 96.970.380-7

Address : Avenue Presidente Riesco No. 5,711, 15th floor, district of Las Condes, Santiago, Metropolitan Region.

C. Business Group of the Company.

The Company is the parent company of a holding of companies dedicated to the areas of entertainment, restaurants, hotels, and casinos, with presence in relevant cities and the main tourist centers of Chile and Uruguay. To this date, Enjoy has a share participation in eight gaming casino companies in Chile, which have licenses for the operation of gaming casinos located in the cities of Antofagasta, Coquimbo, Viña del Mar, San Antonio, Los Angeles, Pucón, Chiloé, and Rinconada de Los Andes, and has a share participation in the companies operating

seven hotels located in the cities of Antofagasta, Coquimbo, Viña del Mar, San Antonio, Pucón, Chiloé, Puerto Varas and Rinconada de Los Andes, located and connected, when applicable, next to the Casinos of said cities.

The Company also has a share participation in Baluma S.A., operator of Casino Enjoy in Punta del Este, Uruguay. Casino operators are supervised by the Superintendency of Gambling Casinos, in the case of Chilean companies, and by the General Directorate of Casinos and the Internal Audit of the Nation in Uruguay, in the case of Casino Enjoy in Punta del Este.

Thus, the companies indicated in Annex No. 1, which is attached in the second petition to the Court of this filing, and which forms an integral part of the to this Agreement for all legal purposes (hereinafter all of them together as the “**Business Group**”) are part of the Enjoy business group.

This proposal for a Judicial Reorganization Agreement is the result of exhaustive work carried out in recent months, within the framework of the judicial reorganization process initiated in January 2024. This plan proposed to creditors seeks to provide operational continuity to Enjoy S.A., with the purpose of continuing to generate income that will allow it to meet its financial obligations and responsibly sustain its commitments to employees, suppliers, customers, shareholders and communities in which it is present. To this end, it considers deferring and/or restructuring financial obligations, by selling assets, and obtaining new financing resources, in the terms described in this proposal.

Enjoy S.A. is a regional origin and presence company, that contributes directly to the development of the economic activity in the areas where it is present. In addition to 8 casinos in Chile and 1 in Uruguay, it operates 9 hotels with more than 1,182 beds, 49 restaurants, bars and cafes, and 13 convention centers. Through this, it provides direct employment to more than 5,300 employees in Chile (including permanent and temporary employees). In addition, its suppliers total more than 1,100 PYMES (*pequeña y mediana empresa*), which employ more than 50,000 people in the different regions of the country.

The Company, like the industry in Chile and in the world, is strongly challenged. The entertainment business has undergone structural transformations, with new trends and consumer, travel and spending habits by people. The economic environment has also undergone fundamental changes, with growth slowing down in recent years.

In this sense, the plan proposed to the creditors - and which is contained in this document, with the purpose of being voted on at the respective Deliberative Meeting- aims to give viability to the company's business, so that it continues to be a relevant engine in the economic and social development of the country, particularly in the regions. In them, Enjoy S.A. has contributed to boosting local activity and has contributed to generating a favorable ecosystem for employment, commercial activity and investments in the tourism and entertainment sector.

II. PURPOSE OF THE PROPOSED REORGANIZATION AGREEMENT.

In accordance with the provisions of Article 61 of Law No. 20,720, this Judicial Reorganization Agreement (hereinafter, indistinctly, “**Reorganization Agreement**” or “**Agreement**”), contains a restructuring and payment proposal for: (a) Secured Creditors; and (b) Unsecured Creditors.

III. CREDITORS AFFECTED BY THIS AGREEMENT.

For the purposes of this Judicial Reorganization Agreement, creditors (hereinafter, indistinctly, the “**Creditors**” and each of them a “**Creditor**”) are considered to be all holders of direct claims against Enjoy, whose origin is prior to the Reorganization Resolution issued on February 9, 2024 (the “**Reorganization Resolution**”), as provided for in Article 66 of Law No. 20,720, whether or not they have attended the deliberative meeting of creditors called to hear and decide on the proposal of this Judicial Reorganization Agreement (the “**Deliberative Meeting**”). Credits arising after the Reorganization Resolution shall be paid on the terms and terms originally agreed.

IV. CREDITORS WITH VOTING RIGHTS.

The Creditors with voting rights will be those whose claims are contained in the list of recognized credits in accordance with Articles 70 and 71 of Law No. 20,720, and the rectifications that may be necessary in accordance with said law. In any case, and in accordance with article 78 thereof, the provisions of article 57 number 6 relating to the accreditation of legal persons must be complied with.

V. DETERMINATION OF CREDITS.

For the purposes of voting, the amount of the credits shall be contained in the list of credits recognized in accordance with the provisions of Section IV. above. For the purposes of determining the amount of the credits for the purposes of the vote of each Creditor, and to have an update and uniform currency of the credits in the list of creditors with voting rights, all the credits subject matter of this Agreement will be expressed in Chilean pesos (“**Pesos**”). To this end, the conversion of any currency or unit of currency other than the Peso will be carried out in accordance with the exchange rate or monetary convertibility existing on the day on which the Reorganization Resolution was issued, that is, on February 9, 2024, in accordance with the information provided by the Central Bank of Chile for that day.

VI. PURPOSE OF THE AGREEMENT.

The Reorganization Agreement shall have the following object and content:

- A.** The effective continuation of Enjoy S.A.'s operations;
- B.** The restructuring of the Company's debt through granting new payment conditions to all the credits subject to the Reorganization Agreement, under the terms indicated in this document;

- C. Sale of Business Units of the Business Group (as defined below), in order to destine the proceeds of such sale to the mandatory prepayment to the Creditors as indicated in each case;
- D. The Corporate Restructuring (as this term is defined below) of Enjoy and its subsidiaries in a manner that provides its creditors with a degree of control over the assets and operations related to their claims, and makes it possible to access new financing, which, in turn, may allow Enjoy and its subsidiaries to continue operating, in such a way that as a result of the Corporate Restructuring, the Business Group is substantially structured in the terms indicated in Annex No. 2, which is attached in the second complementary section of this presentation, and which forms an integral part of this proposal for all legal purposes;
- E. Payment of Preferential Financing (as defined below); and
- F. Allowing the Working Capital Financing (as defined below).

VII. PAYMENT PROPOSAL FOR THE DIFFERENT CLASSES OR CLASSES OF CREDITORS.

The Creditors shall be divided into classes or categories, in accordance with the provisions of Articles 61 and 64 of Law No. 20,720, according to the origin of their claims, in the following terms:

- A. **First Class: Secured Creditors.** This class includes creditors whose claims are secured by pledges or mortgages duly constituted as of the date of the Reorganization Resolution (the “**Secured Creditors**”). The class of Secured Creditors shall be divided into the following subclasses, subject to the provisions of Article 64 of Law No. 20,720:
 - (1) **Subclass. International Noteholders.** This subclass of Secured Creditors includes the holders of the debt issued under the instrument called “**Indenture**”, dated August 14, 2020, entered into between Enjoy, as issuer, its guarantor subsidiaries, UMB Bank N.A.,

as representative of the International Noteholders (hereinafter, the “**Trustee**”), and Lord Securities Corporation, as collateral agent, complemented by the instruments named: (i) “Supplemental Indenture No. 1” dated January 4, 2022; (ii) “Supplemental Indenture No. 2” dated September 23, 2022; (iii) “Supplemental Indenture No. 3” dated January 4, 2023; (iv) “Supplemental Indenture No. 4” dated January 12, 2023; (v) “Supplemental Indenture No. 5” dated January 25, 2023; and (vi) “Supplemental Indenture No. 6” dated November 20, 2023 (hereinafter, the “**Indenture**”), relating to the secured notes due 2027 (Senior Secured Notes due 2027) that were placed by the Company and which consider the existence of two tranches of Notes, called Tranche A (*Tranche A*) and Tranche B (*Tranche B*) (hereinafter, the “**International Notes**” and the holders thereof or their beneficial owners, the “**International Noteholders**”).¹ The International Notes are identical in all respects, except for the following: (i) the International Tranche A Notes have priority to be early redeemed in the event of mandatory early redemption resulting from the sale of the assets that secure the International Notes under the terms indicated in the Indenture; and (ii) in the event that the Company enters into liquidation, the Tranche A International Notes shall be entitled to elect to be paid in full (both their principal due and accrued and unpaid interest) before any payment is made to the Tranche B International Notes, all of the foregoing, under the terms described in the Indenture.

(2) Subclass. Bank Facility Creditors. This subclass of Secured Creditors includes creditors whose claims come from the agreement called “*Revolving Facility Agreement*”, entered into by means of a public deed dated September 27, 2022, granted at the Notary Office of Santiago of Mr. Eduardo Javier Diez Morello, under Repertoire No. 16,048-2022 (as amended from time to time), between Enjoy, as debtor, Banco Internacional, as creditor, and Inmobiliaria Kuden SpA, as guarantor and co-debtor (hereinafter, the “**Bank Facility**”).

B. Second Class: Unsecured Creditors. This class includes those creditors whose claims correspond to unsecured claims (the “**Unsecured Creditors**”) and who, consequently, are

¹ After the exchange of the International Notes for the New International Notes, the “**International Noteholders**” shall mean the holders of the New International Notes.

not secured by pledges or mortgages. The class of Unsecured Creditors will be divided into the following subclasses, subject to the provisions of Article 64 of Law No. 20,720:

- (1) Subclass Local Noteholders Unsecured Creditors. This subclass of Unsecured Creditors includes those creditors who are holders of the notes issued by the Company in the local market and which correspond to the Series S Notes, issued by means of a public deed granted on November 4, 2020, at the Notary Office of Santiago of Mr. Álvaro González Salinas, issuance of notes for a fixed amount that was registered under number 1,060 in the Securities Registry of the CMF on January 14, 2021 (the “**Series S Notes**”) and the convertible notes Series T that are outstanding, issued by public deed granted on November 4, 2020, in the Notary Office of Santiago of Mr. Álvaro González Salinas, and its subsequent amendment, issuance of convertible notes for an amount that was registered under number 1,069 in the Securities Registry of the CMF on February 22, 2021 (hereinafter, the “**Series T Notes**” and together with the Series S Notes, the “**Local Notes**” and the holders thereof or their beneficial owners the “**Local Noteholders**”).
- (2) Subclass Unsecured Creditors Suppliers. This subclass of creditors includes Unsecured Creditors who are suppliers of goods and services to Enjoy, as well as any other Unsecured Creditor not expressly indicated in the other subclasses of Unsecured Creditor (the “**Suppliers**”).
- (3) Subclass Unsecured Creditors Related Companies. This subclass of creditors includes Unsecured Creditors who are companies related to Enjoy (the “**Related Companies**”).

In the event that any payment required to be made under this Agreement falls on a Saturday, Sunday or public holiday, payment will be made on the next business day.

Excluded from this Agreement are the tax credits for withholding and surcharge taxes, as well as obligations of a labor nature, which will remain in force and payment terms under their originally agreed terms.

The payment proposals for the various classes or classes and subclasses of Creditors, which are subject to the full effectiveness of this Agreement, are detailed below:

VIII. STAGES OF THE RESTRUCTURING.

The restructuring of the Debtor Company will occur in two stages, as described below:

1. First Stage.

During the First Stage, all credits affected by this Agreement will have a maturity period of 90 days from the date of the Deliberative Meeting, unless prior to said maximum period it becomes certain that the Renegotiation Conditions (as this term is defined below) will not be verified, in which case the term of the extension will expire on the day on which such conditions have failed.

During the First Stage, the credits under this Agreement will maintain their guarantees and securities of all kinds, which are ratified below in this same instrument. The verification or non-verification of the Renegotiation Conditions, the extension of the term to comply with them or their waiver shall not affect in any way the maintenance of the guarantees and securities. In addition, claims subject to this Agreement will survive all other terms not expressly modified herein in accordance with their original terms (including interest accrued after the reorganization request), default events, and existing rights and remedies for existing default events will not be waived. The foregoing is without prejudice to the fact that, during the First Stage, the Creditors will not be able to collect their credits; sue in court for the fulfillment of obligations or continue with actions already undertaken or with executions in progress; individually or collectively execute the debtor, his guarantors, co-debtors, guarantors or any other obligated to pay; exercise powers of acceleration; to request, directly or indirectly, precautionary measures, whether judicial, prejudicial, or of any other kind; or to exercise any right tending directly or indirectly to obtain payment of their claims.

The First Stage will begin on the date of the Deliberative Meeting and will last 90 days from that date.

Within the First Stage, each and every one of the following events (the “**Renegotiation Conditions**”) must be verified:

- i. That this Agreement is understood to have been approved and enters into force, in accordance with the provisions of Article 89 of Law No. 20,720;
- ii. That the Bankruptcy Court of the Southern District of New York of the United States of America recognize the Agreement in the Chapter 15 proceeding that Enjoy is processing in that court on the occasion of its Reorganization Proceeding, Case No. 24-10433 (MG);
- iii. That: contracts have been entered into that establish the use and enjoyment of the Coquimbo *Real Estate* (as defined in the Indenture) (the “**Coquimbo Real Estate**”) and the Pucón real estate that secure the International Notes (*Pucón Real Estate*, as defined in the Indenture) (the “**Pucón Real Estate**”), under market conditions, between the companies that own such real estate and the companies operating the licenses of such casinos (the “**Real Estate Use Contracts**”), under the conditions agreed upon by the Creditors' Committee, with the vote of four-fifths of its members, including the following minimum conditions: (i) during the first two years from the Deliberative Meeting, the aforementioned contracts will correspond to loan contracts, and from the expiration of said term, they will correspond to lease contracts; (ii) the monthly rental income of said properties will be that agreed by the Creditors' Committee, with the vote of four-fifths of its members; (iii) each Real Estate Use Contract will automatically terminate in the event of non-compliance with the obligation to pay the corresponding rental rent, when any, as well as in the event that the operating company of the respective casino loses its operating license or is not awarded in a new bidding process for said casino; and (iv) other customary terms and conditions for loan agreements

and long-term lease agreements;

- iv. That the Debtor Company has paid in full the Preferential Financing contracted during its Bankruptcy Financial Protection under the terms of Article 74 of Law No. 20,720 (the “**Preferential Financing**”), unless the creditor of the Preferential Financing consents to extend the term of its credit, under the terms that are agreed, with such creditor;
- v. That the Debtor Company has obtained an Initial Financing under the terms described in clause XII.B;
- vi. That the Promissory Notes, promissory note extension sheets and the documents of reservation and ratification of guarantees referred to in this Agreement be granted simultaneously, in both cases, to the satisfaction of the Trustee;
- vii. That the public deeds of mandate referred to in clause IX.A.1.c.iv below have been granted; and
- viii. That the Interventor grants the certificate of compliance with the Renegotiation Conditions.

In the event that the 90 days of the First Stage expire without each and every one of the Renegotiation Conditions having been verified, and without the need for any declaration, judicial or party, on the day of the expiration of the First Stage, the Debtor Company must pay 100% of the credits subject to this Agreement, which shall be expired for all legal purposes; and, if it does not do so, the Agreement will be deemed to have been breached for the purposes of Article 98 of Law No. 20,720.

It is hereby stated that the Renegotiation Conditions are established for the exclusive benefit of the Creditors, in such a way that the Creditors' Committee, with the assent of three-fifths of its members, after a favorable report from the Interventor, may extend the term for their compliance

and the duration of the First Stage or waive the verification of one or more of the Renegotiation Conditions or authorize them to be verified in a different way.

2. Second Stage.

The Second Stage will begin when all the Renegotiation Conditions are verified and will last until the full and complete payment of the International Notes and New Local Note.

The conditions for each class of Creditors during the Second Stage are regulated in clauses IX and X below of this Agreement. During the Second Stage, the credits of this Agreement will maintain their guarantees and securities of all kinds, which are ratified below in this same instrument, except when expressly indicated otherwise.

IX. PAYMENT PROPOSAL FOR SECURED CREDITORS.

A. Proposed Subclass of International Bondholders.

1. Conditions for International Notes during the First Stage.

(a) General Conditions.

During the First Stage, the International Notes will be subject to the provisions of clause VIII.1 above.

(b) Interest.

All credits subject to letter (A) of this clause IX shall be fixed on the day of the Deliberative Meeting, according to the unpaid balance of principal and interest accrued and not paid up to that date. Conventional interest and those that would have accrued during the moratorium period until the date on which the Deliberative Meeting is held, will be calculated in accordance with the originally agreed rate (including *Defaulted Interest* and *Post-Petition*

Interest as these terms are defined in the Indenture), excluding the payment of penal interest, fines and collection expenses, which, if any, shall be expressly condoned. Interest accrued up to the day of the Deliberative Meeting shall be capitalized on that date.

(c) Sale of International Notes Assets.

Enjoy may sell the assets of Punta del Este (Baluma Assets, as defined in Indenture (the “**Punta del Este Assets**”), Coquimbo (Coquimbo Assets, as defined in Indenture (the “**Coquimbo Assets**”) and Pucón (Pucon Assets, as defined in Indenture) (the “**Pucón Assets**”) and jointly with the Punta del Este Assets and the Coquimbo Assets, the “**International Notes Assets**”), on the following terms and conditions:

(i) The minimum prices for the International Notes Assets, as well as the mechanisms to adjust them, have been set by the Debtor Company, the International Noteholders and the Local Noteholders prior to this date, and are documented in an instrument that is in the possession of the Veedor, who will maintain the confidentiality of its terms to safeguard the best possible results of the sale process for all interested parties (the “**Minimum Price for International Notes Assets**”).

The Minimum Price for International Notes Assets may be modified by the Creditors' Committee, with the assent vote of three-fifths of its members and must in any case be approved by the members of the Creditors' Committee representing the International Noteholders.

(ii) If a written offer is received to purchase any International Notes Asset for at least the respective Minimum Price for International Notes Assets, Enjoy will be obliged to sell such International Notes Asset under the terms of the respective offer.

(iii) Enjoy must inform the Interventor, the Creditors' Committee and the Trustee of all the purchase offers received for the Punta del Este Assets, as well as report on a monthly basis all the steps taken for the sale and a Gantt chart of the sale process. In addition, Enjoy must report, at the request of the Creditors' Committee, on the progress of the processes. The

Interventor shall inform with respect to each offer whether the price is within the parameters agreed upon in this Agreement and its opinion on the advisability of accepting it.

(iv) By this act Enjoy S.A., Enjoy Gestión Limitada., Inversiones Enjoy SpA, Inversiones Inmobiliarias Enjoy SpA, Enjoy Consultora S.A, Inmobiliaria Proyecto Integral Coquimbo SpA, and Inmobiliaria Kuden SpA, already individualized, grant the Interventor an irrevocable mandate, following the instructions given to it by the International Noteholders within the parameters of this Agreement, to sell, under the terms of article 241 of the Chilean Commercial Code, the International Notes Assets under the terms of this Agreement.

Without prejudice to the sufficiency of the mandate constituted by this act, the Debtor Company, Enjoy Gestión Limitada., Inversiones Enjoy SpA, Inversiones Inmobiliarias Enjoy SpA, Enjoy Consultora S.A. Inmobiliaria Proyecto Integral Coquimbo SpA, and Inmobiliaria Kuden SpA authorize the Interventor to reduce this mandate to a public deed in whole or in part, as of this same date.

The Interventor shall have as broad powers as necessary and shall be empowered, without limitation, to promise to sell, transfer and, in general, dispose of the International Notes Assets in any form, whether through a sale of shares, a sale of a commercial establishment or economic unit, a sale of a series of assets, or any other form or title that it deems appropriate, being able to express boundaries and dimensions, characteristics or singularities, perfect their tradition, and collect judicially or extrajudicially the price of the sale, request payment in vouchers or demand deposits and endorse them for deposit in the account referred to in the following point, grant receipts and cancellations and, in general, agree in the respective purchase and sale contract all the stipulations it deems appropriate, whether of the nature or merely accidental, in the aforementioned framework, agree on the waivers of actions and rights that are set forth in the Agreement, deliver the assets and require their receipt, empower third parties to request or make registrations and annotations, accept the lifting of mortgages, pledges and encumbrances, request the acknowledgement of receipt of goods in invoices. For the execution of the assignment, the Interventor may: execute, modify, and terminate all kinds of contracts for the provision of services with financial, legal, technical advisors or investment banks to whom any sale process is

entrusted and with third parties in charge of forming data rooms aimed at optimizing the sales processes and act as counterparty of such banks, advisors or consultants in all matters relating to the aforementioned sales, to ask them to render accounts, to receive and sign their invoices; and to carry out any procedure before any person or authority that may be necessary or convenient to obtain consents or authorizations for the disposal of the International Notes Assets or to allow the transfer of the International Notes Assets to materialize. In the exercise of this irrevocable commercial mandate, the agent may sign on behalf of the principal, all the public or private instruments that may be necessary, empowering the person who presents authorized copies of the respective deeds of sale to request and sign in the respective Real Estate Conservator or in the other registries that may be necessary. the inscriptions and annotations that were appropriate.

Likewise, on the same date of this Deliberative Meeting, Enjoy S.A., Enjoy Gestión Limitada., Inversiones Enjoy SpA, Inversiones Inmobiliarias Enjoy SpA., Enjoy Consultora S.A. must grant a mandate to the Interventor by public deed in the same terms described above.

Without prejudice to the powers and faculties granted to the Interventor, which Enjoy declares to be sufficient to sell the International Notes Assets, and his future appearance is not necessary, by this act, Enjoy undertakes to sell and deliver the International Notes Assets under the conditions contained in this instrument; and must appear, if required, to physically deliver the International Notes Assets to the buyer, and to sign all documents, acts and contracts and to carry out all acts, actions, procedures that under any applicable regulation are pertinent to make the International Notes Assets available to the Interventor for sale and to the buyer for delivery. These obligations must be fulfilled within a maximum period of 10 calendar days from the written request of the Trustee, the Guarantee Agent of the International Notes, the Required Tranche A Holders (as defined in the Indenture) or the Interventor. The foregoing, without prejudice to the Shareholders' Meeting(s) of the Debtor Company, will be held for the purpose of approving the sale of the Punta del Este Assets.

Failure to comply with any of these obligations, as well as the performance of any act aimed at disturbing or impeding the execution of the mandate of the Interventor, shall be

considered a breach of the reorganization agreement for the purposes of the provisions of Article 98 of Law No. 20,720.

(v) The net proceeds from the sale of the International Notes Assets shall be deposited in a current account specially designated for these purposes, which shall be opened, operated, controlled and supervised by the Interventor, following the instructions of the International Noteholders, and shall be used to pay in advance, as soon as the funds are available, the obligations under the International Notes or New International Notes, as appropriate. In the event that the International Bonds or the New International Bonds, as applicable, are paid in full, any excess will be deposited in the Reserve Account (as such term is defined below).

For these purposes, the Interventor is empowered to open and close the current bank deposit account in Dollars; deposit checks or other instruments in it, make investments with the funds deposited in said account in fixed-income instruments, draw on said current account and give orders for direct debits to the current account, through electronic and/or telephone procedures, for the purpose of making the payment of the International Notes or New International Notes, as applicable; to sign checks in favor of the Trustee or the respective paying agent, as the case may be, to request and recognize balances.

(vi) Except for the date of payment (which shall be governed by the provisions of paragraph (iv) above), the other provisions established in the Indenture or in the New Indenture shall apply in the event of redemption as a result of the sale of the International Notes Assets.

(vii) The process of selling the assets will begin on the date of the Deliberative Meeting, but will not end with the First Stage, and will continue until all the International Notes Assets have been sold or the credits of the International Noteholders have been paid in full.

(viii) In the event that NewCo 2 (as defined below), by itself or through a company controlled by NewCo 2, is awarded licenses to operate the casino in the commune of Coquimbo and/or Pucón, then NewCo 2 shall have the right to require that Enjoy, NewCo 1 (as such term is defined below) or the third party to whom Enjoy or NewCo 1 have transferred the Coquimbo

Assets, as the case may be, offers to lease such assets under the conditions of the respective Real Estate Use Contract.

(ix) The Corporate Restructuring, as defined below, and the terms of Section XI shall not preclude the application of this Section IX.A.1.(c).

(d) Ratification of guarantees.

Enjoy's obligations contained in the Indenture and the International Notes are ratified, and the guarantees and securities established in these documents to guarantee the payment of Indenture's obligations are maintained, ratified and reserved, expressly and in all their parts. Likewise, such real and personal guarantees will guarantee all of Enjoy's obligations under the New Internacional Notes, and the documents that may be required under Chilean and Uruguayan law must be granted for the due reservation, ratification and maintenance of the same, or for the creation of new guarantees in terms substantially identical to the current ones.

Appearing at this event are Enjoy Gestión Limitada., Inversiones Enjoy SpA, Inversiones Inmobiliarias Enjoy SpA., Enjoy Consultora S.A., Nueva Inversiones Andes Entretención Limitada., Inmobiliaria Proyecto Integral Coquimbo SpA, Operaciones Integrales Coquimbo Limitada, Inmobiliaria Kuden SpA, Inmobiliaria Proyecto Integral Castro SpA, Slots S.A., Masterline S.A., Kuden S.A., Operaciones Turísticas S.A., Operaciones Integrales Isla Grande S.A., Ranrur S.A., Casino de la Bahía S.A., Casino del Mar S.A., Casino del Lago S.A., Campos del Norte S.A., Enjoy Caribe SpA, Casino de Iquique S.A., Casino de Puerto Varas, S.A., Yojne S.A. and Baluma S.A., (hereinafter jointly the "**International Notes Guarantors**"), represented by their attorneys-in-fact Mr. Esteban Rigo-Righi Baillie C.I. No. 13,454,480-5 and Mr. Marcelo Tapia Cavallo C.I No. 10,220,513-8, who expressly declare that they agree to Enjoy's obligations under the Indenture, this Agreement and the New Internacional Notes, and expressly declare that the pledges, mortgages, trusts and joint and several co-debts constituted by them under the terms indicated in the Indenture, as applicable, will also extend to the obligations of the Debtor Company under the Indenture, this Agreement and the New Notes, under the terms

indicated in this Agreement. Likewise, by means of a Public Deed of Declaration (hereinafter the "**Deed of Declaration of International Notes**") accompanied to the 8th Civil Court of Santiago, in case C-1590-2024 prior to the celebration of the Deliberative Meeting, the Guarantors of the International Notes made this same express declaration that they agree to the obligations of Enjoy under the Indenture, this Agreement and the New Internacional Notes, and expressly stated that the guarantees indicated therein shall also extend to the Debtor Company's obligations under the Indenture, this Agreement and the New Internacional Notes.

For the absence of doubt, pledges, mortgages, trusts and joint and several co-debts guaranteeing Enjoy's obligations under the Indenture and the International Notes, reserved and ratified herein and by means of the Deed of Declaration of International Notes, extend and agree to the full payment of Enjoy's debt to the International Noteholders, either by virtue of this Agreement, the current International Notes, the Indenture and its Security Documents (as defined in the Indenture), or the New Indenture and the New International Notes, extending in all cases to the successive extensions, renegotiations or novations of said credits, which is expressly accepted by the Guarantors of the participating International Notes. The Guarantors of the International Notes, represented in the manner indicated above, undertake to enter into all acts, contracts and documents that are necessary or convenient for the implementation of this Reorganization Agreement, including, on or before the exchange of the International Notes for the New International Notes and as a condition of such exchange, the granting of public deeds of reservation and ratification of the guarantees, and the granting of the corresponding corporate authorizations, to the satisfaction of the Trustee.

In the event that the Trustee considers that, for any of the guarantees, it is more beneficial for the International Noteholders to grant new guarantee contracts that fall on the same assets, movable or immovable, instead of the ratification and reservation of the existing ones, the Guarantors of the International Notes will sign all the acts, contracts and documents that are necessary or convenient for the implementation of these new guarantees, in terms substantially equal to the current guarantees, and the condition of exchange will be understood to be fulfilled when the new guarantees are granted to the satisfaction of the Trustee.

(e) Non-verification of the Renegotiation Conditions.

In the event that it is true that each and every one of the Renegotiation Conditions will not be verified within the deadline, and without the need for any declaration, judicial or party, the International Noteholders may declare this Agreement non-compliant in accordance with the provisions of Articles 98 and following of Law No. 20,720. In addition, in the same cases referred to above, the International Noteholders will have the following additional rights:

a. Exercise all of your rights under the Indenture to obtain payment of your debts, without limitation and without being subject to this Agreement;

b. Failure to comply with the Renegotiation Conditions or the expiration of the term without verification thereof, shall be a Bankruptcy Law Event of Default under the Indenture; and

c. To enforce and collect its claims individually in accordance with the rules of the Indenture, with all its security interests or guarantees and in any jurisdiction, without the necessity of obtaining a declaration of default under this Agreement and without the same serving as a defense to such enforcement.

2. Conditions for International Notes during the Second Stage.

(a) Ratification of Collateral.

Pledges, mortgages, trusts and joint and several guarantee are ratified under the same terms of clause IX.A.1.(d). previous.

(b) Terms and Conditions of the New International Notes during the Second Stage.

Subject to the fulfilment of the Renegotiation Conditions the International Notes will be renegotiated on a non-new basis, such rearrangement being reflected in a new Indenture, new

Notes, and the collateral documents necessary to extend, ratify and reserve the current International Note Security to the extended and restructured debt (hereinafter, the “**New Indenture**” and the “**New International Notes**” and, collectively, the “**New Instruments**”), in accordance with the terms set out below.

The New International Notes will be divided into two tranches, which will correspond to the Tranche A International Notes and the Tranche B International Notes, maintaining the special characteristics of the Tranche A International Notes currently in force.

Once the Renegotiation Conditions have been fulfilled, the terms and conditions of the New International Notes shall be as follows:

(i) Principal Payment. The International Noteholders' credits will be paid in a single bullet instalment, maturing on August 14, 2027, in accordance with the terms currently agreed, without prejudice to any early redemptions that may occur pursuant to the New Indenture and this Agreement.

(ii) Interest: During the Second Stage, the credits corresponding to the International Notes will accrue interest at an interest rate of (x) 5% per annum on a 30/360 day basis, until the date of sale of the Punta del Este Assets; and (y) 8% per annum on a 30/360-day basis, as of the date of the sale of the Punta del Este Assets. The interest will be capitalized quarterly on February 14, May 14, August 14, and November 14 of each year and, consequently, will be paid together with the principal, on August 14, 2027.

(iii) Mandatory Prepayment:

In the event that as a result of the income from the Real Estate Use Contracts and other eventual flows received by Baluma S.A. there is an excess of cash, a mandatory advance payment of the International Notes must be made under the terms described in Annex No. 3

which is attached in the second other page of this presentation, and which forms an integral part of this proposal for all legal purposes..

(c) Other Amendments to the Conditions of International Notes.

The provisions contained in the Indenture shall be maintained in the New Indenture and, as consequence, the New International Notes to be issued by the Company and exchanged by the International Noteholders shall be identical in all respects to the existing International Notes and Indenture (including being subject to the laws of the State of New York of the United States of America), with the sole exception of those changes that will be incorporated into the New Indenture and the New International Notes under the terms indicated in Annex No. 2 , which is attached in the second petition to the Court of this filing, and which forms an integral part of the to this Agreement for all legal purposes. The initial Trustee, Paying Agent and Registrar and Transfer Agent of the New Indenture shall be UMB BANK, N.A, or such other entity as may be agreed. It is noted that the terms contained in Annex No. 2 are those that must be reflected in the New Indenture.

In addition, it is expressly stated for the record that all acts necessary to carry out the Corporate Restructuring, including, but not limited to, the transfer or contribution of the assets pledged as collateral to secure the obligations under the International Notes, to the company Newco 1, shall be permitted under the Indenture and the New Indenture, provided that they do not affect in any way the materialization of the sale of the International Notes Assets, and/or their contribution to NewCo 1, which will be qualified by International Noteholders.

For the avoidance of doubt, in all matters not amended by this Reorganization Agreement, the obligations contained in the Indenture and the International Notes are ratified, and all rights of the International Noteholders under such agreement, and the International Note Security and related documents thereto, shall be maintained.

(d) Expenses and Taxes under International Notes.

All collection expenses, fees, and refunds due under the Indenture to the Trustee, *the Paying Agent*, the Transfer Agent, or the Collateral Agent shall be paid in the manner provided for in the Indenture, including the expenses of advisors and legal counsels that may be incurred under the provisions of the Indenture and those necessary for the purposes of regularizing the International Note Security in accordance with the new modalities agreed upon in the Agreement, which shall also be borne by the Debtor Company.

In the event that the stamp tax must be paid for this reason, if applicable, these shall be the sole responsibility of the Debtor Company, and shall be paid in a timely manner at the request of any International Noteholders.

(e) Renegotiation of International Notes.

Once the Renegotiation Conditions have been met, the International Notes will be renegotiated in the manner indicated above, exchanging the current debt securities for the New International Notes, it being understood, for all legal purposes, that the date of the renegotiation of the International Notes shall be the date of the Deliberative Meeting. The New International Notes are denominated and payable in U.S. dollars of the United States of America (“**Dollars**”).

Once the International Notes have been exchanged for the New International Notes, the Company must obtain CUSIP and ISIN numbers for the New International Notes (separately for the New International Notes Tranche A and the New International Notes Tranche B).

The total principal amount of the New International Notes will be the equivalent of the sum of: (i) USDS\$227,349,615 (two hundred and twenty-seven million three hundred and forty-nine thousand six hundred and fifteen Dollars) (equivalent to the total amount of principal owed under the International Notes); and (ii) the total amount of interest under the International Notes (including Defaulted Interest and Post-Petition Interest as defined in the Indenture) accrued and unpaid as of the date of the Deliberative Meeting, that is, the amount of USD\$13,126,777 (thirteen million one hundred and twenty-six thousand seven hundred and seventy-seven Dollars).

The New International Notes will be issued and delivered, in exchange for the International Notes, to the Noteholders, with New International Tranche A Notes being delivered to the Tranche A International Noteholders and New Tranche B International Notes to the Tranche B International Noteholders.

The New International Notes will be issued as one or more global securities registered in the name of Cede & Co. as Registration Holder, and as a nominee of The Depository Trust Company, in the same manner as the International Notes were issued.

In addition, all International Note Security and Security Documents set forth in the Indenture and International Notes will be maintained, which will be reflected in the New Instruments, under the terms set forth in this Agreement.

In the event that the exchange of the International Bonds has not taken place within a period of 90 days from the date the Renegotiation Conditions were verified, the International Notes will be understood to be accelerated and with an expired term, by operation of law and without the need for any declaration, judicial or party, and, consequently, International Noteholders shall be released to execute the rights granted to them by law, this agreement, the Indenture, the Promissory Note, the International Note Guarantees, and Security Documents and all other documents associated therewith, under any applicable law and in any jurisdiction.

(f) Promissory notes.

Upon completion of the Renegotiation Conditions, on the same date and subject to the renegotiation of the International Notes and their exchange for the New International Notes, the Debtor Company will deliver promissory notes issued by Enjoy with the same maturity of the New International Notes and for the full amount due under the New Indenture to the satisfaction of the Trustee of the International Noteholders (the “**Promissory Notes**”).

(g) Sale of International Notes Assets.

During the Second Stage, the sale of International Notes Assets will continue and the prepayment obligation will be maintained with the proceeds of the sale under the terms of clause IX.A.1.c above.

In the event that, once the International Notes Assets have been sold (either through the procedure established in this Agreement or in a liquidation), there are still outstanding obligations under the New Indenture, the credits of the Holders of the International Notes will be considered extinguished for all legal purposes, without the need for any declaration.

(h) Liberation of Flows of the Real Estate Use Contract.

To the extent that the conditions described above are met, the parties under the Real Estate Use Contracts will be free to agree on what they deem pertinent with respect to the same and the credits and money flows from them.

B. Proposal for the Bank Facility Creditors Subclass.

The following alternative proposals A and B are made to the Secured Creditor Bank Facility Creditor, based on the terms established in Article 62 of Law No. 20,720, in such a way that the creditors that are part of this class must choose to be governed by one of them, within ten days following the date of the Deliberative Meeting or they may waive this term verbally in advance and choose some of them in this Deliberative Meeting.

It is hereby noted that, in view of the fact that an alternative proposal is made to this subclass of creditors, in accordance with the provisions of Article 64 of Law No. 20,720, this proposal contains more favorable conditions for the Bank Facility Creditor.

The terms of the alternative proposals for this subclass of Secured Creditors are detailed below:

1. **Alternative A:**

a. Conditions for the Creditor of Bank Facility during the First Stage.

During the First Stage, the Creditor of the Bank Facility will be subject to the provisions of clause VIII.1 above.

b. Conditions for the Creditor of Bank Facility during the Second Stage.

Once the Renegotiation Conditions have been met, the credits of the Bank Facility Creditor will be governed by the following conditions.

(a) Principal Payment.

The credits of the Bank Facility Creditor will be extinguished by payment in a single installment (*bullet*), with funds from the sale made by Enjoy and Immobiliaria Kuden SpA. to the Bank Facility Creditor of the properties subject to the Bank Facility Guarantees (the "**Real Estate**") or will be extinguished by another means of extinguishing equivalent to the payment agreed upon by Enjoy, Immobiliaria Kuden SpA and the Creditor of the Bank Facility. It is expressly stated that this sale may only be carried out to the extent that it does not affect in any way the materialization of the sale of the International Notes Assets, and/or their contribution to NewCo 1.

After the purchase, leasing agreements will be entered into with the Bank Facility Creditor, with respect to each of the Real Estate, which will be payable in accordance with the development tables established in Annex No. 4 to this Agreement, which is attached in the second part of this presentation, and which is an integral part of this proposal for all legal purposes. The value considered for the purposes of the leasing contracts will correspond to the amount pending payment of principal under the Bank Facility, plus the interest accrued until the date of execution of the leasing contracts on the Real Estate, as established in paragraph (b)

below. The leasing agreements must allow the sublease of the Real Estate to companies of the Business Group.

As a consequence of the foregoing, once the leasing contracts with purchase option have been entered into with respect to the Real Estate, the credits of the Bank Facility Creditor subject to this Agreement will be extinguished.

(b) Interests.

(i) Interest accrued up to the date of the Deliberative Meeting:

The credits affected by letter (B) of this Section IX shall be fixed on the day of the Deliberative Meeting, according to the unpaid balance of principal and interest accrued and not paid up to that date. Conventional interest and those that would have accrued during the moratorium period until the date on which the Deliberative Meeting is held, will be calculated in accordance with the originally agreed rate, excluding the payment of penal interest, fines and collection expenses, which, if any, will be expressly forgiven. Interest accrued up to the day of the Deliberative Meeting shall be capitalized on that date.

(ii) Interest Rate applicable from the Deliberative Meeting:

As of the date of the Deliberative Meeting, the credits affected by letter (B) of this Section IX will accrue interest by applying an annual interest rate of 6.0% per annum based on 30/360 days until the date of execution of the leasing contracts on the Real Estate. Interest will be capitalized on that date.

2. Alternative B:

a. Conditions for the Creditor of Bank Facility during the First Stage.

During the First Stage, the Bank Facility Creditor will be subject to the provisions of

clause VIII.1 above.

b. Conditions for the Creditor of Bank Facility during the Second Stage.

Once the Renegotiation Conditions have been met, the credits of the Bank Facility Creditor will be governed by the following conditions.

(a) Principal Payment.

The Bank Facility Creditor's credits will be paid in a single installment (*bullet*), maturing on August 14, 2027, without prejudice to any advance payments that may occur in accordance with this Agreement.

(b) Interests.

(i) Interest accrued up to the date of the Deliberative Meeting:

The credits affected by letter (B) of this Section IX shall be fixed on the day of the Deliberative Meeting, according to the unpaid balance of principal and interest accrued and not paid up to that date. Conventional interest and those that would have accrued during the moratorium period until the date on which the Deliberative Meeting is held, will be calculated in accordance with the originally agreed rate, excluding the payment of penal interest, fines and collection expenses, which, if any, will be expressly forgiven. Interest accrued up to the day of the Deliberative Meeting shall be capitalized on that date.

(ii) Interest Rate applicable from the Deliberative Meeting:

As of the date of the Deliberative Meeting, Bank Facility will accrue interest at an interest rate equivalent to a rate in Dollars of 5% per annum on a 30/360-day basis. The interest indicated above will be capitalized at a first opportunity on August 14, 2024, and from that date quarterly, on February 14, May 14, August 14, and November 14 of each year and, consequently, will be

paid together with the principal on August 14, 2027.

(c) Lifting and Termination of Collateral and Guarantees.

On the date of the Completion of the Corporate Restructuring, as that term is defined below, the collateral and guarantees constituted by Inmobiliaria Kuden SpA., Casino del Mar S.A. and Casino del Lago S.A., will be raised and terminated in favor of the Bank Facility Creditor.

(d) Other Modifications to Bank Facility Terms.

As of this date, only the obligations to do and not to do set forth in this Agreement shall apply to Bank Facility.

In addition, it is expressly stated that all the necessary acts to carry out the Corporate Restructuring will be allowed under the Bank Facility.

3. Ratification of Collateral and Guarantees.

Enjoy's obligations contained in the Bank Facility and in the documents granted thereunder are ratified, and therefore the real and personal guarantees established in these documents to secure the payment of the obligations under the Bank Facility are maintained, ratified and reserved, expressly and in all their parts, as such obligations are modified by virtue of this Agreement, the documents that may be required under Chilean law for the due reservation, ratification and maintenance of the same must be granted.

By this act, or by means of a Public Deed of Declaration (hereinafter the “**Deed of Declaration Bank Facility**”) accompanied to the 8th Civil Court of Santiago, in case number C-1590-2024, prior to the celebration of the Deliberative Meeting, Enjoy, Inmobiliaria Kuden SpA, Casino del Mar S.A. and Casino del Lago S.A. (hereinafter jointly the “**Guarantors of Bank Facility**”), represented by their representatives Mrs. Esteban Rigo-Righi Baillie, C.I. No. 13.454.480-5 and Mr. Marcelo Tapia Cavallo, C.I. No. 10.220.513-8, appear and expressly

declare that they agree to Enjoy's obligations under the Bank Facility, as modified by virtue of this Agreement, and expressly declare that the pledges, mortgages and notes and joint and several co-debt granted by them under the terms indicated in the Bank Facility and in the respective collateral, as applicable, shall also extend to the obligations of the Debtor Company under the Bank Facility, as modified, under the terms set forth in this Agreement.

For the avoidance of doubt, the real and personal guarantees that secure Enjoy's obligations under the Bank Facility, ratified herein or through the Bank Facility Declaration Deed, extend and agree to the full payment of Enjoy's debt to the Creditors of the Bank Facility, either by virtue of this Agreement or the documents granted by virtue of it, extending in all cases to the successive extensions, reagreements or novations of such credits, which is expressly accepted by the participating Guarantors of the Bank Facility. The Guarantors of the Bank Facility, represented in the manner indicated above, undertake to sign all acts, agreements and documents that are necessary or convenient for the implementation of this Reorganization Agreement, including the execution of public deeds of ratification of the guarantees, and the granting of the corresponding corporate authorizations, to the satisfaction of the Creditor of the Bank Facility.

In the event that the Bank Facility Creditor considers that, for any of the collateral, it is more beneficial to grant modifications to the security package, instead of ratifying the existing ones, the Guarantors of the Bank Facility will sign all the acts, agreements and documents that are necessary or convenient for the implementation of those collateral modifications.

X. PAYMENT PROPOSAL FOR THE UNSECURED CREDITORS.

A. Proposal for the Subclass of Local Noteholders Unsecured Creditors.

1. Conditions for the Local Noteholders during the First Stage.

During the First Stage, the Local Noteholders Unsecured Creditors shall be subject to the provisions of Clause VIII.1 above.

As long as the Renegotiation Conditions are not satisfied, the Local Notes will remain in force under their original terms (including interest accrued after the reorganization request).

2. Conditions for Local Noteholders during the Second Stage.

Once the Renegotiation Conditions have been verified or waived, the Local Notes will be fixed as if they had been rescheduled on the day of the Deliberative Meeting, according to the balance of unpaid principal and interest accrued up to that date. The conventional interest and those that have accrued during the moratorium period (i.e. until the date on which the Deliberative Meeting is held) will be calculated in accordance with the rate originally agreed therein, excluding the payment of penal interest, fines and collection expenses which, if any, will be expressly forgiven. Interest accrued up to the date of the Deliberative Meeting will be capitalized on that date.

In the event that the stamp tax is to be paid for this concept, if applicable, these shall be the sole responsibility of the Debtor Company and shall be paid in a timely manner at the request of any Creditor.

Once the Renegotiation Conditions have been verified or waived, the provisions of this clause X. A.2. shall apply.

(1) Series S Notes.

(a) Principal Payment:

The Debtor Company shall pay the entire principal of the loans of the Local Noteholders corresponding to the rescheduled Series S Notes, in a single installment (*bullet*), within a period of 90 days from the date of compliance of the Renegotiation Conditions. The foregoing is without prejudice to the mandatory prepayment of these credits that is regulated in Section X A.2 (c) below.

(b) Interests.

(i) Interest accrued up to the date of the Deliberative Meeting:

All credits under the Series S Notes will be fixed as of the date of the Deliberative Meeting, according to the outstanding balance of principal and interest accrued and not paid up to that date. Conventional interest and interest accrued during the moratorium period (i.e., until the date on which the Deliberative Meeting is held), excluding the payment of penal interest, fines and collection expenses, which, if any, will be expressly waived. Interest accrued up to the date of the Deliberative Meeting will be capitalized on that date.

(ii) Interest Rate applicable from the Deliberative Meeting:

As from the date of the Deliberative Meeting, the credits corresponding to the Series S Notes will accrue interest at an interest rate of 5% per annum calculated on the basis of 30-day months and 360-day years. The aforementioned interest will be paid and/or capitalized, as applicable, on the dates shown in the following development table:

Expiration Date	Interest to be capitalized	Interest payable
January 26, 2025	Semiannual rate 2,5%	
July 26, 2025	Semiannual rate 2,5%	
January 26, 2026	Semiannual rate 2,5%	
July 26, 2026	Semiannual rate 2,5%	
January 26, 2027	Semiannual rate 2,5%	
July 26, 2027	Semiannual rate 2,5%	
January 26, 2028	Semiannual rate 2,5%	
July 26, 2028	Semiannual rate 2,5%	
January 26, 2029		Semiannual rate 2,5%
July 26, 2029		Semiannual rate 2,5%
January 26, 2030		Semiannual rate 2,5%
July 26, 2030		Semiannual rate 2,5%
January 26, 2031		Semiannual rate 2,5%
July 26, 2031		Semiannual rate 2,5%
January 26, 2032		Semiannual rate 2,5%
July 26, 2032		Semiannual rate 2,5%

Expiration Date	Interest to be capitalized	Interest payable
January 26, 2033		Semiannual rate 2,5%
July 26, 2033		Semiannual rate 2,5%
January 26, 2034		Semiannual rate 2,5%
July 26, 2034		Semiannual rate 2,5%
January 26, 2035		Semiannual rate 2,5%

(iii) Other Amendments to the Conditions of the Series S Notes.

As from the date of the Deliberative Meeting, the rescheduled Series S Notes will be subject, solely and exclusively, to the affirmative and negatives covenants contained in this Agreement and the events of default provided for in the debt securities containing the rescheduled Series S Notes, will not be applicable.

For the avoidance of doubt, in all matters not modified by this Reorganization Agreement and its Annex, the obligations contained in the respective documents of the Series S Notes are ratified and therefore all other rights of the Local Noteholders under the respective instruments will be maintained.

(c) Mandatory Prepayment:

All rescheduled Series S Notes will be mandatorily prepaid (being mandatory to both the Debtor Company and for the respective Local Noteholders), without prepayment cost, and considering their par value as of the Prepayment Date, i.e., the outstanding balance of principal and interest accrued and not capitalized up to the Prepayment Date, which will be capitalized on such date (hereinafter the “**Prepayment Amount**”) through the delivery of local fixed-rate notes to be issued by the Debtor Company as described in this Agreement.

In order to make the mandatory prepayment of the entire Prepayment Amount, the Debtor Company unconditionally and irrevocably assumes the obligation to issue new local note for, at least, an amount equivalent to the Prepaid Amount (hereinafter, the “**New Local Note**”) and register them in the Securities Registry of the CMF, with the following characteristics:

- (i) Term: The New Local Note will mature on January 26, 2035.
- (ii) Currency: The New Local Note will be issued in Pesos.
- (iii) Principal Amortization: The dates of payment of interest and principal amortization of the New Local Note, as well as the amounts to be paid in each case, are those that appear in the amortization table indicated in letter (v) below, without prejudice to the mandatory early redemption indicated in item (vii) below
- (iv) Interest: Interest will be determined and paid at an annual interest rate of 5% per annum on a base basis, calculated on the basis of 30-day months and 360-day years, equivalent to a semi-annual interest rate of 2.5%, calculated on the basis semesters of 180 days semesters.
- (v) New Local Note Amortization Table:

Expiration Date	Amortization	Interest to be capitalized	Interest payable
January 26, 2025	0% of Capital	1,102,687,783	
July 26, 2025	0% of Capital	1,112,197,503	
January 26, 2026	0% of Capital	1,158,816,640	
July 26, 2026	0% of Capital	1,168,810,422	
January 26, 2027	0% of Capital	1,217,802,560	
July 26, 2027	0% of Capital	1,228,305,044	
January 26, 2028	0% of Capital	1,279,790,973	
July 26, 2028	0% of Capital	1,297,959,699	
January 26, 2029	0% of Capital		1,345,115,438
July 26, 2029	0% of Capital		1,323,184,209
January 26, 2030	0% of Capital		1,345,115,438
July 26, 2030		1,326,980,701	1,323,184,209
January 26, 2031		1,326,980,701	1,311,487,553
July 26, 2031		2,653,961,402	1,257,024,998
January 26, 2032		2,653,961,402	

Expiration Date	Amortization	Interest to be capitalized	Interest payable
			1,210,603,895
July 26, 2032	3,980,942,103		1,130,920,426
January 26, 2033	3,980,942,103		1,042,464,465
July 26, 2033	6,634,903,505		926,228,946
January 26, 2034	6,634,903,505		773,441,377
July 26, 2034	11,942,826,308		595,432,894
January 26, 2035	11,942,826,308		302,650,974

(vi) Other Conditions of New Local Note: The other conditions of the New Local Note will correspond to those contained in the Series S Notes, with the amendments and terms as indicated in Annex No. 5 which is attached in the second petition to the Court of this filing, and which forms an integral part of the to this Agreement for all legal purposes.

(vii) Mandatory early redemption of New Local Note: New Local Note shall be redeemed in whole or in part, as appropriate, when there are funds deposited in the Reserve Account (as this term is defined below) for a total amount to be defined prior to the Deliberative Meeting. These early redemptions, if partial, will be made on a pro rata basis among the holders of the New Local Note. Enjoy should open and maintain with the same bank that acts as representative of the holders of the New Local Note (the “**Account Bank**”) an accounting or suspense account denominated in Pesos (the “**Reserve Account**”), which will be an account that allows adequate control of its movements, with the Account Bank being solely and exclusively empowered to keep in custody and administer the funds deposited in it. The Reserve Account shall be endowed, depending on whether NewCo 1, NewCo 2 and/or NewCo 3 are established or otherwise controlled (as set forth in this Agreement): (x) with the funds obtained by Enjoy as a result of the distribution of dividends from NewCo 1, NewCo 2 and NewCo 3 or the payment of credits made by such companies to Enjoy, whether such companies have been incorporated; or (y) with the remainder of the sale of the assets that must be controlled by the holders of the New International Notes, the Issuers and Enjoy, as indicated in Annex No. 2 to this Agreement (in the event that as a result of the Corporate Restructuring, one or more of the companies indicated in letter (x) above have not been incorporated), after payment of the respective credits, as indicated in this

Agreement; in both cases no later than the third banking business day following the date on which Enjoy receives the aforementioned funds. The funds deposited in the Reserve Account shall only be used for the early redemption, in whole or in part, as appropriate, of the New Local Note, without prejudice to the fact that permitted investments may be made with the funds deposited in the Reserve Account in fixed-income instruments. Once the New Local Note are fully and effectively paid, Enjoy will be free to dispose of the remaining funds deposited in the Reserve Account.

(d) Mandatory Prepayment Procedure:

The procedure that will be applicable for the purposes of making the mandatory prepayment of the Prepayment Amount of the rescheduled Series S Notes will be as follows:

(x) Prepayment Date:

Within 90 calendar days from the date on which the Conditions have been fulfilled, the Debtor Company shall proceed to make the mandatory prepayment of the rescheduled Series S Notes (hereinafter the “**Prepayment Date**”). For these purposes, Enjoy shall give a prepayment notice to Local Noteholders, by sending a Material Fact at least 5 Banking Days prior to the Prepayment Date.

(y) Prepayment Procedure:

The prepayment will be made on the Prepayment Date by electronic funds transfers, in the case of cash payments, and through the delivery of the New Local Note or minimum marketable positions of the same, through the *Depósito Central de Valores S.A., Depósito de Valores* (hereinafter the “**DCV**”) through their transfer and/or deposit in the accounts that the respective Local Noteholders have registered with the DCV, prior instruction to the latter by the Debtor Company and information to the Interventor.

Likewise, on the Prepayment Date, the Debtor Company will deliver an instruction to the

DCV to cancel the positions corresponding to the Series S Notes that have been subject to the prepayment.

(z) **Prepayment Amount:**

If there are fractions of New Local Note as a result of the difference between the Prepayment Amount, and the cut-off amount of the New Local Note or its minimum tradable price, the difference will be paid in money by the Debtor Company to the respective Local Noteholder on the Prepayment Date. If the difference is less than \$1, the result will be approximated to \$1.

(2) **Series T Notes:**

In accordance with the provisions of Article 64 of Law No. 20,720, more favorable conditions are proposed for Local Noteholders of Series T Notes. The most favorable condition will consist of the payment of their credit in an installment, payable within 180 days from the fulfillment of the Conditions. The amount due under the outstanding Series T Notes is \$523,156 (five hundred twenty-three thousand one hundred fifty-six Pesos).

This proposal with more favorable conditions for the Local Noteholders of Series T Notes must be voted by the rest of the Unsecured Creditors.

(3) **Authorization.**

To facilitate the registration in the Securities Registry of the amendments of the Local Notes that are rescheduled under this Agreement, the Debtor Company shall be expressly authorized, together with the Interventor (as defined below), if applicable, and the Representative of the Local Noteholders, to enter into all acts, agreements and documents, whether public or private, that are necessary, convenient or required by a competent authority to reflect the terms of this Agreement in the rescheduled Local Notes, including, without limitation, through the amendment of the same and/or through the execution of new securities issues that may be necessary to instrumentalize the amendments of the rescheduled Local Notes and the Extension

of the Local Notes (“**New Issuances**”), if applicable, which may be delivered to the Local Noteholders of the rescheduled Local Notes in exchange for their respective credits. In this regard, the Debtor Company shall be expressly authorized to deliver to the CMF, stock exchanges and the DCV, the instructions and information that may be necessary for the instrumentalization of the rescheduled Local Notes, their extension and amendments, under the terms provided in this Agreement, including, but not limited to, instructions to register amendments of the Local Notes and/or the registration of New Issuances and to execute the exchanges abovementioned.

B. Proposal for the Subclass of Unsecured Creditors Suppliers.

In accordance with the provisions of Article 64 of Law No. 20,720, more favorable conditions are proposed for some of the Unsecured Creditors. The most favorable condition proposed consists of the payment of 100% of the principal of the credits from invoices or receipts issued by Suppliers, through the payment on a maximum term of 24 months, from the date of approval of this Judicial Reorganization Agreement, under the terms of Article 89 of Law No. 20,720.

a. Conditions for Creditor Guarantors Suppliers during the First Stage.

During the First Stage, the Unsecured Creditor Suppliers will be subject to the provisions of clause VIII.1 above.

b. Conditions for Unsecured Creditor Suppliers during the Second Stage.

Once the Renegotiation Conditions have been met, the credits of the Unsecured Creditor Suppliers the payment shall be made within a maximum period of 24 months from the approval of this Agreement..

For information purposes only, it is hereby stated for the record that the credits owed to Suppliers included in the certificate of debts attached by Enjoy to folio 1 in these proceedings

and the list of recognized credits amount to of \$826,327,996 (eight hundred and twenty-six million three hundred and twenty-seven thousand nine hundred and ninety-six Pesos) and are detailed in Annex No. 6 which is attached in the second petition to the Court of this filing, and which forms an integral part of this Agreement for all legal purposes. Notwithstanding the foregoing, the credits of any other Unsecured Creditor that is not part of the other subclasses of Unsecured Creditors belong to this class.

C. Proposal for the Subclass of Unsecured Creditors Related Companies.

The Unsecured Creditors Related Company correspond to nine Creditors, which are detailed in Annex No. 7 which is attached in the second petition to the Court of this filing, and which forms an integral part of the to this Agreement for all legal purposes.

The claims of the Unsecured Creditors Related Companies subclass will be subordinated, and they will not receive payment of their claims, until all other claims subject to this Agreement.

By this act, or by means of a public deed of declaration submitted to the 8th Civil Court of Santiago, in case C-1590-2024, prior to the celebration of the Deliberative Meeting, Enjoy Gestión Limitada, Casino de Puerto Varas S.A., Inversiones Inmobiliarias Enjoy SpA, Baluma S.A., Operaciones Integrales Chacabuco S.A., Enjoy Consultora S.A., Casino de la Bahía S.A., Casino del Mar S.A. and Casino del Lago S.A., represented by Mr. Esteban Rigo-Righi Baillie C.I. No. 13,454,480-5 and Mr. Marcelo Tapia Cavallo C.I. No. 10,220,513-8, appear and expressly declare that they agree to the aforementioned subordination, in accordance with the terms of Article two thousand four hundred and eighty-nine of the Chilean Civil Code, so that your claims subject to this Agreement will only be paid after all other claims subject to this Agreement have been paid.

XI. CORPORATE RESTRUCTURING.

A. Corporate Restructuring.

Enjoy shall carry out the corporate restructuring of the companies that make up the Business Group, in such a way that the structure established in Annex No. 2 to this Agreement is achieved in a tax-neutral manner, either through the incorporation of new companies or the transfer of assets to existing companies that are part of the Business Group. or by means of another form that ensures the respective creditors indicated in each case in said Annex No. 2, the control of the aforementioned assets (the "**Corporate Restructuring**"), which must be carried out within the maximum period of four months from the date of the approval of the Corporate Restructuring structure by the Creditors' Committee, as indicated in the following paragraph, unless the Creditors' Committee extends the aforementioned term, as set forth in this Agreement. In any case, the Corporate Restructuring may not affect in any way the disposal of the International Notes Assets, as established in this Agreement and in Annex No. 3.

In the event that the Corporate Restructuring is implemented through the incorporation of companies that correspond to NewCo 1 and NewCo 2, such companies must be joint-stock companies, which are governed by the provisions of Law No. 18,046, on corporations. Any company that is incorporated will be considered, for these purposes, as part of the Business Group.

For these purposes, within two months from the date on which the Renegotiation Conditions have been verified or waived, which period may be extended by the Creditors' Committee, the Debtor Company shall submit to the Creditors' Committee, for its approval, a proposal on how to carry out the Corporate Restructuring, including the terms and conditions of the agreements between related persons that must be entered into and/or modified in order to be able to develop the business of the companies that make up the Business Group. The consent of the Creditors' Committee will also be required to modify any of the contracts originally submitted for approval.

Failure to promptly submit the proposal on how to carry out the Corporate Restructuring to the Creditors' Committee, or failure to perfect it within the term set forth in this clause shall constitute a breach of the Agreement, for the purposes of Article 98 of Law No. 20,720.

The Creditors' Committee may agree with the Debtor Company on the precise manner in which the effects indicated below are achieved, and the Creditors' Committee shall be empowered to agree on any legal form that allows the same effects to be achieved.

As a result of the Corporate Restructuring, at least the following effects must occur:

1. International Noteholders, through the Trustee or other agent, whether collateral or appointed by the Trustee, shall be able to control decisions of a subsidiary company of Enjoy (whether a company to be incorporated after this date or an existing company), which will be the owner of the respective assets indicated in Annex No. 2 to this Agreement and which as of this date are part of the guarantees that guarantee the obligations of the International Noteholders ("**NewCo 1**"), (either as a shareholder holding a series of shares, through the exercise of voting rights as a shareholder or in another way established in the Corporate Restructuring) or, through the mechanism contemplated by the Corporate Restructuring structure approved by the Creditors' Committee, with the following limitations:

(a) Once the New International Notes have been paid or are deemed extinguished by the sale of all of the above-mentioned assets that are to be controlled by the Holders of the New International Notes, through NewCo 1 or otherwise, the Trustee or the appropriate agent shall cease to have control over NewCo 1's decision-making and, accordingly, it must transfer the shares it owns in NewCo 1 to Enjoy, convert your preferred stock to common stock, or execute the corresponding acts, as established in the Corporate Restructuring, and for which he must enter into the corresponding pact or contract, in order to be bound by these acts;

(b) The Debtor Company may appoint a director in NewCo 1, who will not have veto power, through the mechanism contemplated in the Corporate Restructuring structure approved by the Creditors' Committee; and

(c) NewCo 1 shall hereby be deemed authorized to continue the sale process of the International Notes Assets, under the same terms described in this Agreement.

2. Issuers (as this term is defined below), through the entity they designate, shall be able to have control of the decision-making of a subsidiary company of Enjoy (whether a company to be incorporated after this date or an existing company), which will be the owner of the respective assets indicated in Annex No. 2 to this Agreement and which as of this date are part of the guarantees that guarantee the obligations of the Issuers ("**NewCo 2**"), (either as a shareholder holding a series of shares, through the exercise of voting rights as a shareholder or in another manner established in the Corporate Restructuring) or, in another way to be determined, they must have control of the assets indicated in the aforementioned Annex No. 2 to this Agreement, all of the above with the following limitations:

(a) The creation of NewCo 2 (or other alternative established so that the Issuers have control of the assets referred to in Annex No. 2 of this Agreement), may only be carried out to the extent that it does not affect in any way the materialization of the sale of the International Notes Assets, and/or their contribution to NewCo 1.

(b) The Issuers, or the entity they designate to have control in the decision-making of NewCo 2 or its assets, must enter into a shareholders' agreement or other agreement with Enjoy (as applicable), which regulates their relations in relation to NewCo 2 or the assets indicated in the aforementioned Annex N°2, as applicable, whose terms and conditions must be submitted by Enjoy to the Creditors' Committee within the Corporate Restructuring proposal, for approval, but which must contain, at least, matters related to the restriction of share transfers by the parties and change of control.

(c) As long as the assets indicated in Annex N°2 are kept under the control of the Issuers, the lease, sublease (including the sublease of the Real Estate), operation and, in general, the provision of services between the various companies of the Business Group, which are necessary for the development of the business of the Casinos and hotels of Rinconada, must be maintained. Antofagasta, Chiloé, Viña, Coquimbo and Pucón and the hotel in Puerto Varas. The terms and conditions of these contracts must be submitted by Enjoy to the Creditors' Committee as part of the Corporate Restructuring proposal, for approval.

(d) The sale of the aforementioned assets (whether owned by NewCo 2 or otherwise controlled by the Issuers) may only be carried out under the terms indicated in letter B. below of this Section.

(e) Once the obligations under the Preferential Financing and Working Capital Financing have been paid or are deemed extinguished by sale (either by following the procedure set forth in this Agreement or in liquidation) all of the aforementioned assets that are to be controlled by the Issuers, through NewCo 2 or otherwise, the Issuers, or the entity they have designated to control NewCo 2's decision-making shall cease to make decisions on behalf of NewCo 2 and, accordingly, shall transfer the shares held by NewCo 2 or perform the corresponding acts, as established in the Corporate Restructuring.

(f) Issuers must have, as part of the Corporate Restructuring, incentives to improve the economic or other conditions related to the casino operating licenses of NewCo 2's subsidiaries, in accordance with the regulations of the Superintendency of Gambling Casinos.

3. Enjoy may contribute or transfer (directly or indirectly) to a subsidiary company (whether a company to be incorporated after this date or an existing company), the respective assets indicated in Annex No. 2 to this Agreement and which are assigned to the company called NewCo 3 (“**NewCo 3**”), or otherwise approved in the Corporate Restructuring shall segregate control of such assets, with respect to which the following provisions shall apply:

(a) The creation of NewCo 3 (or other alternative established so that the Issuers have control of the assets referred to in Annex No. 2 of this Agreement), may only be carried out to the extent that it does not affect in any way the materialization of the sale of the International Notes Assets, and/or their contribution to NewCo 1.

(b) While this Agreement remains in force, the lease, operation and, in general, service provision agreements between the various companies of the Business Group, which are necessary for the development of the business of the Casino de San Antonio and the Casino de

Los Angeles, must be maintained. The terms and conditions of these agreements must be submitted by Enjoy to the Creditors' Committee within the Corporate Restructuring proposal, for approval.

(c) While this Agreement is in force, the consent of the Creditors' Committee will be required to carry out any of the matters indicated in Article 67 of Law No. 18,046 and the sale of the assets related to the casinos of San Antonio and Los Angeles may only be carried out under the terms indicated in letter B. following this Section.

Whenever reference is made in this Agreement to NewCo 1, NewCo 2 or NewCo 3, such reference shall be understood to be made either to the respective company, or to the set of assets that must be in control of the holders of the New International Notes, the Issuers or the Debtor Company, as applicable, regardless of the manner in which such control is obtained.

Subject to the appropriate corporate approvals, it may be made available to the creditor's equity holders to convert their claims into equity of the Company, either through the capitalization of their claims or convertible bonds.

B. Completion of the Corporate Restructuring.

The term “**Completion of the Corporate Restructuring**” that date on which:

1. The corporate acts, agreements and, in general, legal acts, necessary among the companies that make up the Business Group, have materialized, in the manner approved by the Creditors' Committee to implement the Corporate Restructuring;

2. The agreements between NewCo 1, NewCo 2, and NewCo 3 and the other companies of the Business Group that correspond have been entered into and remain in force, which are necessary to develop the business of the respective companies as established in this Agreement, under the terms established in the Corporate Restructuring, as approved by the Creditors' Committee; and

3. The Creditor of the Bank Facility has, entered into the leasing agreements on the Real Estate, in the event that the Bank Facility Credit has opted for the Alternative A proposal, or has raised the real and personal guarantees constituted by Inmobiliaria Kuden SpA., Casino del Mar S.A. and Casino del Lago S.A.;

The Interventor shall certify the date on which the Completion of the Corporate Restructuring occurs, following an instruction from the Creditors' Committee, which shall be granted with a majority of at least four of its members.

C. Asset Sale.

The procedure for the sale of Debtor Company Assets other than International Notes Assets shall be governed by the following rules. For purposes of clarity, the rules contained in this Section do not apply to the sale of International Notes Assets, which shall be governed by the provisions of Section IX.A.1.c.

1. Sales Procedure.

The Debtor Company may not dispose of any part of its assets (other than the International Notes Assets) without having paid the Preferential Financing in full, or having ensured its full payment to the satisfaction of the creditor of said credit.

Once the Preferential Financing has been paid, or its full payment has been secured to the satisfaction of the respective creditor, the following provisions shall apply.

Prior to the Completion of the Corporate Restructuring, the sale of any business unit of Enjoy may not be carried out, with the exception of the International Notes Assets.

Once the Completion of the Corporate Restructuring occurs, NewCo 2 and NewCo 3 will be able to sell their assets, subject to the following provisions:

(a) The respective asset may only be sold at a price that is at least the minimum price approved for said asset by the Creditors' Committee (each, a “**Minimum Price**”), for which Enjoy will submit to the Creditors' Committee, within 30 calendar days from the date on which the Agreement enters into force, the minimum price proposed for approval as indicated below, in a confidential manner to ensure the best result of the sale process.

The respective Minimum Price must be approved by the Creditors' Committee, by a simple majority, but in said majority it must have at least one assent vote of a member of the Committee elected by the Holders of the Local Notes. In the event that the respective Minimum Price is not approved, Enjoy may submit a new Minimum Price proposal, at the request of the selling company, as many times as necessary.

(b) Enjoy must inform the Interventor and the Creditors' Committee of all purchase offers received for the assets owned by NewCo 2 and NewCo 3, as well as report on a monthly basis all the steps taken for the sale, including any hiring of external brokers or advisors and a Gantt chart of the sale process. In addition, Enjoy must report, at the request of the Creditors' Committee, on the progress of the processes in progress. The Interventor shall inform with respect to each offer whether the price is within the parameters agreed upon in this Agreement and his opinion on the advisability of accepting it.

2. Mandatory Prepayments in Case of Sale.

In the event of a sale of the assets owned by NewCo 2 or NewCo 3, advance payments must be made on the credits subject to this Agreement, under the terms set forth below:

(a). Sale of Assets to be controlled by Issuers NewCo 2.

In the event of the sale of assets that, according to Annex No. 2 to this Agreement, must be controlled by the Issuers, are owned by NewCo 2 or that the control is carried out in another way, the funds obtained from the sale (net of the expenses and costs associated with the

respective operation), must be used to pay the Working Capital Financing.

In the event that (i) the proceeds of the sales of such assets are paid in full the obligations under the Working Capital Financing; and (ii) on such date the period of availability under the Working Capital Financing has ended, the excess, if any, will be deposited in the Reserve Account.

(b). Sale of NewCo 3 Assets.

In the event of the sale of assets owned by NewCo 3, while the New Local Note is in force, the funds obtained from the sale (net of the expenses and costs associated with the respective operation), must be used to deposit in the Reserve Account. After the payment of the New Local Note, these funds may be freely used.

3. Common Provisions for Any Business Unit Sale.

a. In the cases of sale of the assets referred to in this Agreement, no consent other than that of the Creditors' Committee shall be required. The foregoing is without prejudice to the provisions of letter d. below.

b. Mandatory early payments or redemptions made pursuant to this Section XI shall be charged in accordance with the provisions of the Working Capital Financing, and the New Local Notes issuance agreement.

c. The payment or redemption must be made within thirty banking days of receipt of the funds from the respective buyer, unless a different term is established in the respective agreement to be prepaid/redeemed in accordance with the provisions of this Agreement.

d. Prior to the sale, all corporate, regulatory or third-party authorizations required to carry it out must be obtained, which must be accredited to the Intervenor and the Creditors' Committee.

XII. FINANCING.

A. Financing to pay Preferential Financing.

The Debtor Company has committed financing in an amount of at least CLP\$2,500,000,000, equivalent to the principal and interest balance of the Preferential Financing, to be disbursed upon the approval of this Agreement. The funds from this financing must be disbursed during the First Stage, and immediately destined to the payment of the Preferential Financing.

The non-disbursement of the financing referred to in this clause XII.A or allocating the funds from it to any purpose other than paying the Preferential Financing, until the latter is fully paid, will constitute a breach of the Agreement, for the purposes of Article 98 of Law No. 20,720.

B. Working Capital Financing.

During the First Stage, the Debtor Company may incur (directly or through NewCo 2 or other companies approved by the Creditors' Committee) new financing intended to finance working capital , which may consist of a revolving credit facility (the “**Working Capital Financing**”), which may be granted by Creditors or third parties.

Working Capital Financing will be obtained in stages, so that as a Renegotiation Condition, an initial Working Capital Financing will be obtained for at least fifteen billion Pesos and up to , which will include the financing intended to pay the Preferential Financing, as indicated in letter A. above (the “**Initial Financing**”). Only once the following conditions are met, a Working Capital Financing will be obtained for the remaining amount (the “**Remaining Working Capital Conditions**”):

1. That the Renegotiation Conditions have been fulfilled; and

2. The New International Notes have been issued and the International Notes have been exchanged for them.

Without prejudice to other uses, if its amount is higher, the Initial Financing must be used to pay the Preferential Financing.

Working Capital Financing may be secured by means of first-degree pledges on the shares of direct or indirect ownership of Enjoy issued by Inmobiliaria Rinconada S.A., Inmobiliaria Proyecto Integral Antofagasta S.A., pledges on the sales flows of the shares of Casino Rinconada S.A., Casino La Bahía S.A., Casino del Mar S.A., Casino del Lago S.A., as well as pledges on the sales flows of real estate assets owned by the companies Inmobiliaria Rinconada S.A. or Inmobiliaria Proyecto Integral Antofagasta S.A. or other encumbrances authorized by the Creditors' Committee. The granting of these encumbrances shall not require any authorization from the Creditors or the Creditors' Committee. Neither the Working Capital Financing nor the Senior Financing will have any security interest in the International Notes Assets or the shares of NewCo 1 or any of its subsidiaries, nor any collateral granted by NewCo 1 or its subsidiaries.

The Working Capital Financing will be novated by change of debtor in NewCo 2 (this, in the event that as a result of the Corporate Restructuring, the assets to be controlled by the Issuers are owned by NewCo 2) and will be paid with NewCo 2 cash surpluses above the minimum amount required to finance its operation (or the respective assets, in the event that the control over them is carried out in a different way than through NewCo 2).

XIII. COVENANTS.

Unless otherwise permitted by the Creditors Committee, from the approval of the Agreement and as long as it remains in force, the following obligations to do and not to do are established:

A. Affirmative Covenants.

- (1) To carry out or cause to carry out all necessary measures to preserve and maintain in full force and effect its corporate existence and validity, without altering its corporate form, including its status as publicly traded, limited-liability corporation, registered with the Securities Registry maintained for these purposes by the CMF and, in addition, including, but not limited to, its dissolution or transformation, without incurring legal grounds for dissolution, except in the case of a merger;
- (2) To pay all taxes and other applicable tax obligations as well as those of a labor-related origin or other preferential payments in accordance with current law, except those that may be disputed in good faith and in accordance with the appropriate legal procedures;
- (3) To fulfill in all aspects the laws, regulations and provisions and applicable orders, specifically including, without restriction, the timely payment of all taxes, contributions, encumbrances and tax charges of any other kind affecting the Debtor Party or its assets, and to fulfill any tax, labor, social security, and environmental obligations that may apply thereto in a timely fashion, as applicable, except those with respect to which the appropriate legal appeals have been filed in good faith;
- (4) To provide the Intervenor with all additional financial and/or accounting information that might be requested thereby;
- (5) To obtain the Initial Financing within the period from the fulfillment of the Renegotiation Conditions; and
- (6) Submit the proposal for the Corporate Restructuring and once approved by the Creditors' Committee, carry out the same (as well as all the acts associated with it, as agreed with the Creditors' Committee) within the deadlines established in this Agreement and/or those agreed with the Creditors' Committee (as they are extended by the Creditors' Committee);

- (7) Obtain the release of the aval and guarantee constituted by the Debtor Company in favor of the Issuers, to guarantee the obligations under the Banking Guarantees and Insurance Policies issued by said entities, no later than the date of Completion of the Corporate Restructuring; and
- (8) To complete, sign, execute and enter into any instruments and agreements to afford complete fulfillment of the Reorganization Agreement, as required of it by the Interventor.
- (9) To notify the Interventor and the Creditors' Committee of the occurrence of (i) any breach of the obligations contracted under this instrument, or of any event that constitutes or may constitute a cause for non-compliance, as soon as possible; (ii) any judicial or administrative proceeding against you, which may adversely and materially affect your business, assets, income, liabilities or financial condition; and (iii) any situation that substantially affects the normal and daily business of the companies of the Business Group, as well as any modification of economic or financial circumstances that may be attributed to or indicative of an aggravation of the poor state of the business of the companies of the Business Group.
- (10) To keep up to date the insurance of the assets that are owned by the Debtor Company.
- (11) To take all necessary steps to maintain the licenses to operate its businesses and those of the Business Group in force, unless it is manifestly convenient for the Debtor Company and its Creditors to stop doing so.
- (12) Make the mandatory prepayments established in this Agreement.

B. Negative Covenants.

- (1) To dispose of its relevant assets in a manner other than that provided for in this Agreement, except with the authorization of the Creditors' Committee.
- (2) To contract new debt, with the exception of those provided for in clause XII of this Agreement, or others with prior authorization from the Creditors' Committee and a favorable report from the Interventor;
- (3) By itself and by all the companies that are part of the Business Group, not to withdraw, in any capacity, including, without limitation, dividends, capital reduction, payment of accounts receivable, or any other, funds from Baluma S.A. or NewCo 1, if incorporated, except insofar as such funds are used in full to pay the obligations under the International Notes, or, such creditors being fully paid, to pay the other Creditors.
- (4) Grant loans or credits or any type of financing to third parties, unless: (a) they are companies that are part of the Business Group; or (b) in the case of financing within the ordinary course of Enjoy's business, which in any case must always be carried out under market conditions;
- (5) Carrying out transactions with related parties without complying with the provisions of Title XVI of Law No. 18,046, on Corporations. For all intents and purposes, "transactions with related parties" shall be understood as those defined as such in Article 146 of Law No. 18,046, or that which modifies or replaces it in the future; and
- (6) As from the date of the Deliberative Meeting that approves the Agreement, establish itself as endorser, guarantor, joint and several co-debtor or commit its equity to fulfill third-party obligations, unless said third parties are companies part of the Business Group.

- (7) While the Preferential Financing is in force, incur any financing, unless it is intended for the full payment of the Preferential Financing.
- (8) Not agree, negotiate, execute or enter into any act or agreement that could compromise the preference of Preferential Financing.
- (9) Not to dispose of substantial assets in any way without having paid the Preferential Financing in full or having ensured its full payment to the satisfaction of the creditor of the Preferential Financing.

The foregoing is without prejudice to the fact that, as indicated in this Agreement, the affirmative and negative covenants to the International Noteholders contained in the Indenture (with the changes described in Annex No. 3) will be maintained, which is attached in the second other page of this presentation, and which forms an integral part of this proposal for all legal purposes)..

XIV. ADMINISTRATION.

During the term of this Agreement, the administration of the Debtor Company shall be exercised by the current entities that have established by its bylaws, whether currently in force or to be amended, as the case may be, subject to the action of the Interventor and the Creditors Committee, in accordance with Article 69 of Law No. 20,720.

Notwithstanding the foregoing and in accordance with the provisions of Article 69 of Law No. 20,720, it is proposed that the creditors at the Deliberative Meeting appoint an Interventor with the authority indicated in Section XVII below, and for the period of term provided for in the aforementioned provision.

XV. BANKING GUARANTEES (BOLETAS DE GARANTÍA) AND INSURANCE POLICIES.

In order to guarantee to the Superintendency of Gambling Casinos fulfillment of the technical offer, construction and development of the projects in a timely and appropriate manner at the casinos of Coquimbo, Viña del Mar, Puerto Varas and Pucón and, finally, to fully comply with the economic offer contained in the tender proceedings carried out by the regulatory authority, as of this date, Banking Guarantees (*Boletas de Garantía*) and Insurance Policies are in force for approximately UF4,800,000.- (four million eight hundred thousand *Unidades de Fomento*), in favor of Casino de la Bahía S.A., Casino del Mar S.A., Casino de Lago S.A., and Casino de Puerto Varas S.A., issued by Banco BTG Pactual Chile, Orsan Seguros de Crédito y Garantía S.A., CESCE Chile Aseguradora S.A. and AVLA Seguros de Crédito y Garantía S.A. (collectively, the “**Issuers**”)

The obligations in favor of the Issuers are secured with the endorsement, joint and several surety and joint and several co-debt of Enjoy and with a first lien priority mortgage on a property owned by Inmobiliaria Rinconada S.A. and a first lien priority mortgage on a property owned by Inmobiliaria Proyecto Integral Castro SpA.

The Creditors acknowledge the obligations in favor of the Issuers, as well as the collateral that secure them.

XVI. LEASING OF ANTOFAGASTA.

As of this date, the Lease Agreement with Purchase Option is in force, which is recorded in a public deed dated October 14, 2014, at the Notary of Santiago of Mr. Pablo Alberto González Caamaño under Directory number 9,272-2014, originally entered into by Banco de Chile and Banco de Crédito e Inversiones (the “**Banks**”) as lessors, and Inmobiliaria Proyecto Integral Antofagasta S.A., as lessee (hereinafter “**IPIA**”). By public deed dated January 30, 2023, executed at the Notary of Santiago of Mr. Patricio Raby Benavente under repertoire number 1,375-2023, the Banks sold, assigned and transferred to Antofagasta SpA the properties where the Enjoy Antofagasta Project operates, and all the rights and obligations that for the former emanate from the Lease Agreement with Purchase Option. Consequently, the lessor began to occupy for all legal purposes, the contractual position of the Banks, under the same

conditions and with the same rights and obligations that for the Banks emanated from the Lease Agreement with Purchase Option. By public deed dated December 6, 2023, granted at the Notary of Santiago of Mr. Eduardo Diez Morello under repertoire number 20.764-2023, IPIA and Antofagasta SpA agreed on a consolidated text of the Antofagasta Leasing. (the “**Leasing Antofagasta**”).

Although the obligations under the Antofagasta Leasing do not correspond to Enjoy's obligations and, consequently, are not subject to this Agreement, it is hereby stated that Antofagasta SpA, in its capacity as lessor, has expressed its intention to grant a grace period to the payments to be made under said contract, of 24 months. To materialize this modification it will be necessary to obtain the necessary corporate authorizations.

XVII. INTERVENTOR

In accordance with the provisions of Article 69 of Law No. 20,720, there will be an insolvency Interventor (the “**Interventor**”) who will exercise his or her functions while this Agreement is in force, who will have the powers indicated below:

- (1) Supervise the due compliance with the Agreement and surveille the activities of the Debtor Company;
- (2) To summon ordinary and extraordinary meetings of the Creditors Committee, as applicable, and to attend them with the right to speak, together with preparing the minutes of the meetings of the Committee;
- (3) Inform the Creditors Committee of any antecedents or transactions that may affect the normal service of the debt subject to this Agreement;
- (4) Regularly report to the Creditors Committee on income and expenses and, in particular, on efficiency and operational expenses and payment of suppliers;

- (5) Execute the sales mandate, under the terms of Clause IX.A.1.c.
- (6) Comply with and execute all the powers and obligations established in this Agreement and those entrusted by the Creditors Committee;
- (7) In order to carry out the functions described above, the Intervenor shall have access to the offices and facilities of the Debtor Company to request all the accounting, financial and commercial information of the Debtor Company, in order to verify or control the due compliance with the obligations contracted in the Agreement, and maintaining confidentiality with respect to the corporate business; and
- (8) Such other powers as may be granted in this Reorganization Agreement.

The fees of the Intervenor shall be determined at the first meeting of the Creditors Committee, with the approval of the Debtor Company.

The Intervenor shall immediately cease to perform his/her duties, by operation of law and without the need for a judicial declaration or any notification, in the event that this Agreement is understood to have been complied with under the terms of letter B. of Section XIX below, without prejudice to the fact that the Intervenor may certify the occurrence of such facts., for reasons of mere certainty.

XVIII. CREDITORS COMMITTEE.

In order to supervise compliance with the provisions of the Agreement, from the date of the Deliberative Meeting and as long as the Agreement remains in force there will be a non-remunerated Creditors Committee (the “**Committee**” or “**Creditors Committee**”). The Committee shall consist of five members and their respective alternates, of which three shall be elected by the International Noteholders, one shall be elected by the Bank Facility Creditor and one shall be elected by the Local Noteholders. Each of the above-mentioned creditors shall have the right to remove their representative on the Creditors Committee and appoint their

replacement. The members and alternates of the Creditors' Committee who will be representatives of the Creditors will be elected at the Deliberative Meeting, with each category of creditors voting for its representative. Once the Bank Facility is paid or extinguished, the principal and alternate members elected by the Bank Facility Creditor will cease in his functions and the Creditors' Committee will be composed of four members and their respective alternates. In turn, once the New International Notes or the New Local Note are paid or extinguished, the members elected by the respective creditors will cease in their functions and the Creditors' Committee will be composed of the members appointed by the creditors whose claims remain outstanding.

The Debtor Company, with its respective advisors, may attend the meetings of the Creditors Committee with the right to speak, but without having the right to vote.

The meetings of the Creditors Committee shall be constituted by an absolute majority of its members, on the first summons, and with those who attend, on the second summons. Decisions shall be taken by an majority of the members of the Committee at the first summons and by an absolute majority of those attending at the second summons, unless a different majority is required by this Agreement or by the Committee itself. However, the vote of at least four members of the Creditors' Committee is required to approve: (i) the Corporate Restructuring proposal; and (ii) to extend the deadline to carry out the Corporate Restructuring.

The Creditors Committee shall determine the manner in which it operates and shall determine the periodicity of its meetings. However, the administration of the Debtor Company or the Interventor, as the case may be, may require the Creditors Committee to meet to hear and resolve specific matters. For these purposes, a registered letter will be sent to the address of the legal representative of the respective members of the Creditors Committee or to their e-mails (registered at the first constituent session of this Creditors Committee), at least two banking days in advance, requiring the meeting, indicating the matter to be consulted or discussed. Consecutive summonses must be at least two banking days between the first and second summonses. If, at their request, the Creditors Committee does not meet after two consecutive summonses, the corresponding authorizations will be requested from the competent Court. This

time limit and the summons formalities may be waived if the Creditors Committee meets in the presence of all its members, the Interventor and the Debtor Company.

In the event that one or more of the members of the Creditors Committee must pronounce on any matter, act or contract in which he or any of his related persons is involved or has any interest other than his sole capacity as a Creditor under this Agreement, he must abstain from pronouncing and, in such case, their vote will not be considered for the purposes of the approval majority. Notwithstanding the foregoing, the requirement to abstain from voting on any matter, act or contract shall not apply to any member elected by the International Noteholders on the ground that any such member is related to the Preferential Financing creditor, except with respect to any matter, act or contract specifically related to the Preferential Financing.

The Interventor shall be required to be present at all meetings of the Committee, with the right to speak, but without the right to vote.

The powers of the Creditors Committee shall be those indicated in this Agreement and, in particular, the following:

- a) To be informed and to know the account to be rendered by the Interventor at the intervals determined by the Committee.
- b) Request from the Interventor the reports they deem necessary.
- c) Access to the accounting, financial or commercial information of the Debtor Company, without hindering the normal development of its corporate business, subject to the favorable opinion of the Interventor, and always maintaining confidentiality with respect to the information to which they have access and must refrain from disclosing it to third parties. For these purposes, they must sign a confidentiality agreement containing the aforementioned obligation.

- d) In the event of a vacancy or absence of the Intervenor, whether due to non-acceptance of the position, resignation, death, removal or any other cause, the Committee by a simple majority may appoint a new Intervenor, as appropriate, with all the powers granted to him or the previous ones and set forth in this Agreement.
- e) Modify all or part of the content of the Agreement, except with regard to the status of Creditor, its class or category, differences between Creditors of the same class or category, amount of their claims and their preferences.
- f) To agree to the extensions of the dates stipulated in this Agreement, in a reasoned manner, when requested by the Debtor Company.
- g) Declaring the non-compliance with the affirmative and negative covenants set forth in this Agreement.
- h) Subject to the Company's consent and with the affirmative vote of 4 of its members, agree to waive, on behalf of the Creditors, the fulfillment of any of the conditions or obligations established for their benefit in the Agreement, or agree to their compliance in a manner other than that originally contemplated or temporarily suspend their application.
- i) Authorize the Company to acquire new financial obligations that are not expressly permitted in the Agreement, to the extent that such new financial obligations do not relate to, or impose obligations on, NewCo 1 or any Collateral Party (as such term is defined in Annex No. 2, which is attached in the second other page of this presentation, and which forms an integral part of this proposal for all legal purposes).).
- j) Grant the authorizations referred to in Article 67 of Law No. 20,720.

- k) Subject to the Company's consent, modify this Agreement, in accordance with Article 83 of Law No. 20,720 and its limitations, as well as interpret any obscure and unclear passages that may exist therein, declaring the Creditors that the Creditors' Committee is duly and irrevocably empowered to take all resolutions, negotiate and agree on modifications, adjust documents, and in general take any action necessary to make modifications to the Agreement, without the need for prior consultation or approval of any class of creditors, acting within the powers granted by this Agreement. Such modification may deal with all or part of the content of the Agreement, except with regard to the quality of creditor, its class or category, differences between creditors of the same class or category, the amount of its claims and its preference. However, the assent of at least one of the members of the Creditors' Committee representing each affected class will always be required to modify the payment proposals for each class contained in this Agreement, as well as to modify this paragraph. The Creditors' Committee may not modify the quorums greater than a simple majority that are considered in this Agreement, except with the required majority that is intended to be modified;
- l) Approve the terms under which the Corporate Restructuring will be carried out, being able to agree on any modification to the terms and conditions thereof, as well as the manner in which it is to be carried out;
- m) Provide the authorizations established in this Agreement;
- n) To agree on the time at which the Shareholders' Meeting or Meetings of the Company to be held for the purpose of approving the sale of the Punta del Este Assets shall be held; and
- o) Such other powers as may be granted to it by this Agreement, in particular to grant the authorizations set forth in this Agreement.

The Creditors Committee shall immediately cease its functions, by operation of law and without the need for a judicial declaration or any notification, in the event that this Agreement is

deemed to have been complied with under the terms of letter B. of Section XIX below. The foregoing is without prejudice to the fact that the Intervenor certifies the occurrence of these events, for reasons of mere certainty.

XIX. APPROVAL AND TERM OF THE AGREEMENT.

A. Approval and Effective of the Agreement.

Pursuant to Article 89 of Law No. 20,720, this Agreement shall be deemed as approved and shall enter into force provided that:

- (1) Upon expiration of the period for disputing it, without it having been disputed, and the competent court so declares to be so of its own behest or at the request of any interested party or the Intervenor;
- (2) If it has been disputed and the disputes are rejected, as soon as the resolution rejecting the dispute or disputes is enforceable and the Agreement is declared approved; and
- (3) Without prejudice to the above, and notwithstanding any disputes as might have been filed against it, the Agreement shall be understood as approved and shall begin to apply unless said disputes were filed by creditors of a specified class or category, representing at least 30% of the liabilities with right to vote in their respective class or category.

B. Termination of the Agreement.

This Agreement shall remain in force (unless terminated earlier in accordance with the provisions of this Agreement and Articles 98 et seq. of Law No. 20,720) until the following events have occurred: (i) the New International Notes have been paid; (ii) the New Local Note has been paid ; and (iii) the Bank Facility has been paid.

XX. BREACH OF AGREEMENT.

In accordance with the provisions of Articles 98 et seq. of Law No. 20,720, any of the Creditors may request a declaration of default in the event of non-compliance with the provisions of this Agreement, in the event that the Creditors' Committee has declared the non-compliance of the affirmative and negative covenants of this Agreement and/or in the event that the poor state of the Debtor's business has worsened in such a way as to give rise to fears of harm to the Creditors.

XXI. DUTY OF RESERVE AND CONFIDENTIALITY.

The Creditors, the members of the Creditors Committee and the Intervenor who, by reason of participating in this Agreement or its compliance, have access to accounting, financial, commercial, legal or other information of the Company or its related persons, must maintain strict confidentiality regarding the records that are delivered to them and they will indemnify the appropriate party for any damage caused to them by the breach of this duty of reserve.

XXII. DOMICILE, JURISDICTION AND APPLICABLE LAW.

This Agreement is subject to the laws of Chile as to its approval, validity, effects, compliance, interpretation and non-compliance.

For all legal purposes in relation to this Agreement, the parties establish as their domicile the commune and city of Santiago, and submit to the jurisdiction of their courts of justice, without excluding the possibility that the International Noteholders may resort to the corresponding jurisdictions under that contract for compliance with the Indenture.

XXIII. REPRESENTATIONS AND WARRANTIES AS OF THE DATE OF THIS JUDICIAL REORGANIZATION AGREEMENT.

The Debtor Company, duly represented in the manner indicated in the appearance hereof, as of this date, hereby declares and warrants the following to each Creditor of this Judicial Reorganization Agreement:

- (1) That it is a corporation duly organized and current under the laws of Chile and that both, the entering into of this Judicial Reorganization Agreement, and the fulfillment and execution of all the obligations contained therein, fall within the legal and corporate powers that have been approved by its competent administrative entities; and that the parties appearing in this Judicial Reorganization Agreement on its behalf have sufficient power and authority as to enter into this Reorganization Agreement and to fulfill the obligations assumed therein;
- (2) That the entering into of this Judicial Reorganization Agreement does not require the approval or authorization of any additional government or judicial authority whatsoever, nor of third parties, except those already obtained and that remain current, and that it has no information or knowledge that the entering into and fulfillment of this Judicial Reorganization Agreement violates or contravenes current laws, regulations or resolutions, nor its respective bylaws. The above is without prejudice to any approvals and/or authorizations and/or procedures that may be required by reason of the implementation of this Agreement, pursuant to /i/ the bylaws of Enjoy S.A.; /ii/ Law 18,046 on Corporations and its Regulation; /iii/ Law 18,045 on the Securities Market and related regulations decreed by the Financial Market Commission; /iv/ DL 211 setting the regulations for the protection of Antitrust; /v/ Law No. 19,995 establishing the general bases for the authorization, functioning and monitoring of gambling casinos; /vi/ the regulations issued by the Chilean Superintendency of Gambling Casinos (Superintendencia de Casinos de Juego); and /vii/ the applicable regulations and legislation of Uruguay;
- (3) This instrument constitutes legal, valid, necessary, enforceable, mandatory and sufficient documentation for its collection once the requirements set forth in Article 90 of Law No. 20,720 have been complied with, and in any collective action involving the obligations

under this Judicial Reorganization Agreement, it will recognize this instrument as sufficient for their collection;

- (4) No waiver of any provision of this Judicial Reorganization Agreement, nor the consent for the Debtor Company to act differently therefrom, shall have any effect whatsoever unless granted in writing and signed by the Creditors Committee in this Judicial Reorganization Agreement, and in said case that waiver or consent shall have effect only in the specific case and for the specific purpose for which it has been granted. In all cases, any changes to this Judicial Reorganization Agreement must adhere to and comply, in all applicable aspects, with the stipulations contained in this instrument;
- (5) The provisions of this Judicial Reorganization Agreement shall be mandatory for and issued to the benefit of the Parties and their respective legal successors and assigns; and
- (6) The titles assigned by the Parties for the various stipulations of this Reorganization Agreement have been established solely for reference and ease of reading, without affecting the meaning or scope of the entire clause which might differ from said title.

XXIV. MISCELLANEOUS.

According to the provisions of Article 90 of Law No. 20,720, a copy of the Minutes of the Meeting that pronounces on this Agreement, together with the resolution of the Court that approves it and its certificate of execution, must be authorized by a minister of faith or notarized before a Notary Public.

Creditors who have published their claims in commercial bulletins, whether public or private, such as the Commercial Bulletin, DICOM EQUIFAX, or others in charge of keeping records of delinquencies, authorize the Company to request the immediate elimination of all publications prior to the Reorganization Resolution and those subsequent to previously accrued claims.