



DIVERGENT

LANGUAGE SOLUTIONS

STATE OF NEW YORK

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COUNTY OF NEW YORK

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CERTIFICATION

This is to certify that the attached translation is to the best of my knowledge and belief a true and accurate translation from Spanish into English of the attached *Enjoy S.A. Financing Agreement*.

Edward J. Jacob
Divergent Language Solutions, LLC

State of New York

County of New York

Subscribed to and sworn before me this 11th day of August, 2020.

by Edward J. Jacob.

Notary Public

MATTHEW C. ZELAK
NOTARY PUBLIC, State of New York
No. 01ZE6350239
Qualified in New York County
Commission Expires November 7, 2020



183 Madison Avenue, Suite 416 | New York, NY 10016 | p 917.979.4513 | f 415.525.4313
600 California Street, 11th Floor | San Francisco, CA 94108 | p 415.400.4538 | f 415.525.4313

divergent@divergentls.com | www.divergentls.com

EXHIBIT V
FORM
FINANCING AGREEMENT

[CREDITOR] AND OTHERS

As Creditors

And

ENJOY S.A.

As Debtor

IN SANTIAGO, CHILE, on [•] [•], two thousand twenty, before me, **[INSERT NOTARY]**, appear:

/One/ Mr. [•], [nationality], [marital status], [profession], identity card number [•], domiciled at [•] /hereinafter referred to as the “**Creditors’ Representative**”¹/, acting on behalf, as will be evidenced, of the creditors listed in the document notarized on this same date and in this same Notary Office, under number [•] /hereinafter collectively referred to as the “**Creditors**”/; and

/Two/ Mr. [•], [nationality], [marital status], [profession], national identity card number [•], and Mr. [•], [nationality], [marital status], [profession], national identity card number [•], both on behalf, as will be evidenced, of **ENJOY S.A.**, a publicly held corporation incorporated and existing under the laws of the Republic of Chile, tax identification number ninety-six million, nine hundred and seventy thousand, three hundred and eighty dash seven, all domiciled for these purposes in this city, at Avenida Presidente Riesco number five thousand, seven hundred and eleven, fifteenth floor, district of Las Condes /hereinafter interchangeably referred to as the “**Company**” or the “**Debtor**”, and together with the Creditors referred to as the “**Parties**”/;

all of the appearing parties are of legal age, and prove their identity with the aforementioned documents, and state that, having the proper authority, they enter into this financing agreement, hereinafter referred to as the “**Financing Agreement**” or the “**Agreement**,” pursuant to the representations, considerations, and stipulations set forth

¹ The Creditors involved in the additional financing will execute a power of attorney for the Creditors’ Representative for purposes of signing this agreement.

herein:

CLAUSE ONE: BACKGROUND.

One.One. Company.

/a/ Incorporation.

/i/ The Company was incorporated through a notarial instrument dated October twenty-third, two thousand one, executed at the Santiago Notary Office of Mr. Eduardo Diez Morello. An extract of this instrument was recorded on pages twenty-nine thousand, seven hundred and ninety-two, under number twenty-four thousand, two hundred and thirty in the Commercial Registry of the Santiago Real Property Registrar for the year two thousand one, and was published in the Official Gazette on November twenty-third, two thousand one.

/ii/ On June ninth, two thousand nine, the Company was registered in the CMF Securities Issue Registry under number one thousand thirty-three.

/iii/ As of its incorporation and at present, the Debtor's bylaws have undergone various amendments, the last of which took place on [●].

/b/ Purpose.

The Company's purpose is to make all types of investments in Chile or abroad, whether such investments are in personal property, tangible or intangible assets, stock in publicly held corporations, closely held corporations, joint stock companies, whether special or of another type, rights in other companies, bonds, commercial papers and other securities, and also to purchase, sell, swap, lease, sublease urban or rural real estate, or rights thereto, to manage and operate them, to build on them on its own or others' behalf; to exploit them, directly or through a third party, in any form. The company may consent to the formation of companies of any nature and be incorporated into already existing domestic or foreign companies. In addition, and particularly, the purpose of the Company will be all activities related to tourism, hospitality, gaming casinos, gastronomy, and entertainment in general.

One.Two. Financing.

Under Chapter VIII of the Judicial Reorganization Agreement /as such term is defined below/, the Debtor has requested, and the Creditors has agreed to provide to it, financing in the amount of [●] Pesos and the amount of [●] Dollars, to be dispersed in Pesos, in both cases as the principal, which will be disbursed provided that the conditions precedent set forth under Section Four.Two of Clause Four hereof are met.

CLAUSE TWO: DEFINITIONS AND INTERPRETATION.

The Parties agree that, with the exception of proper nouns and the first word in any sentence,

capitalized terms used in this instrument that have not been specifically defined herein, will, for all purposes of this Financing Agreement, have the meaning as indicated below for each one, with such definitions extending to their singular or plural forms, as applicable:

Two.One. Comprehensive Definitions.

The following definitions will apply to this Financing Agreement:

“Judicial Reorganization Agreement”: means the judicial reorganization agreement adopted in the deliberative creditors’ meeting on [August fourteenth, two thousand twenty], in the context of the Judicial Reorganization Proceedings.

“Majority Creditors”: means the Creditor or Creditors that together represent the absolute majority of the principal owed under the Financing.

“Government Authority”: means any authority of the central, regional, provincial, or district government or of any applicable administrative division, or any body, agency, or authority /including, without limitation, the CMF, the Superintendence of Gaming Casinos, the Central Bank, the Internal Revenue Service or the Courts/ that carry out executive, legislative, judicial, regulatory, or administrative functions.

“Central Bank”: means the Central Bank of Chile.

“Letters of Credit” means the letters of credit referred to under Chapter XII of the Judicial Reorganization Agreement.

“Convertible Bonds” means, collectively, Convertible A-1 Bonds, Convertible A-2 Bonds, and Convertible D Bonds.

“Convertible A-1 Bonds” means the convertible bonds defined under Chapter V, Section 3.a of the Judicial Reorganization Agreement.

“Convertible A-2 Bonds” means the convertible bonds defined under Chapter V, Section 3.b of the Judicial Reorganization Agreement.

“Convertible D Bonds” means the convertible bonds defined under Chapter VIII of the Judicial Reorganization Agreement.

“CMF”: means the Financial Market Commission.

“Creditors’ Committee”: means the creditors’ committee appointed pursuant to the Judicial Reorganization Agreement.

“DCV”: Depósito Central de Valores S.A., Securities Depository.

“Bank Business Day”: means any day of the year that is not a Saturday, Sunday, or a day on which commercial banks are required or authorized under law to remain closed in Santiago, Chile.

“Financing Documents”: means, collectively, this Financing Agreement and the Promissory Notes.

“Dollars”: means the legal tender of the United States of America.

“Financial Statements”: will mean the Debtor’s consolidated financial statements issued under IFRS standards and submitted to the Financial Market Commission.

“Adverse Material Effect”: means an adverse and material effect on: /a/ The business, position /financial or otherwise/, operations, results, property, and assets of the Debtor or of its Subsidiaries, that impacts or may impact the Debtor’s capacity to meet its payment obligations arising from the Financing Document; or /b/ The legality, validity, binding or enforceable nature of the Financing Documents.

“Chief Executive”: has the meaning assigned to it under the second subparagraph of Article sixty-eight of the Securities Market Law number eighteen thousand forty-five, as amended.

“Subsidiary”: has the meaning assigned to this term under Article eighty-six of the Corporations Law number eighteen thousand forty-six.

“IFRS”: means the *International Financing Reporting Standards* /IFRS/ developed by the *International Accounting Standards Board* /IASB/ adopted in Chile.

“Stamp Tax”: means the tax established under Article One of the Stamp Tax Law, at the rate set forth therein.

“Stamp Tax Law”: means Decree Law number three thousand four hundred and seventy-five, of nineteen eighty, on stamp and seal tax, published in the Official Gazette on September fourth, nineteen eighty, and any subsequent amendments.

“Chilean Reorganization and Liquidation Act”: means Law number twenty thousand seven hundred and twenty on reorganization and liquidation of companies and entities, and any subsequent amendments.

“Related Persons”: has the meaning assigned to said term under Article one hundred of the Securities Market Law eighteen thousand forty-five.

“Pesos”: means the legal tender of the Republic of Chile.

“Reorganization Proceedings”: means the judicial reorganization proceedings under the

Reorganization and Liquidation Act, currently in progress for the Company before Santiago Civil Court Eight, case number C dash six thousand six hundred and eighty-nine dash two thousand twenty.

Two.Two. References to Definitions.

The following definitions have the meanings assigned to them under the stipulations of the Financing Agreement in which each are mentioned:

“**Creditors**”: Appearance clause.

“**Grounds for Breach**”: Clause Eleven, Section Eleven.One.

“**Agreement**” or “**Financing Agreement**”: Appearance clause.

“**Fee**”: Clause Three, Section Three.Four.

“**Debtor**” or “**Company**”: Appearance clause.

“**Due Date**”: Clause Three, Section Three.Two /a/.

“**Disbursement Date**”: Clause Four, Section Four.One /a/.

“**Financing**”: Clause Three, Section Three.One.

“**Committed Amount**”: Clause Three, Section Three.One. /a/.

“**Promissory Notes**”: Clause Five.

“**Parties**”: Appearance clause.

CLAUSE THREE: ISSUANCE OF FINANCING.

Three.One. Amount. Purpose. Non-Revolving Nature.

/a/ **Amount.**

/i/ On today’s date, and pursuant to this Agreement, the Creditors make available to the Debtor non-revolving financing in the amount indicated for each one in **Exhibit [●]** hereto that, collectively, totals the amount of [●] Pesos and [●] Dollars /the “**Committed Amount**”, which will be disbursed provided that the conditions precedent set forth under Section Four.Two of Clause Four below are met /the “**Financing**”/.

/ii/ Each Creditor has the several obligation to disburse funds and, as a result, will individually be limited to the amount committed by each one in the aforementioned Exhibit

[•].

/iii/ With respect to disbursements in Dollars, the principal owed under the Financing will be denominated in Pesos according the value of the dollar published by the Central Bank of Chile on the Disbursement Date.

/b/ Purpose.

The purpose of the Financing is to pay the obligations inherent in the Company's and its Subsidiaries' business operations.

/c/ Non-Revolving Nature.

The loan disbursed against the Financing, once paid, will not entitle the Debtor to request new disbursements against such Financing.

Three.Two. Stipulations on Payment of Principal.

/a/ Principal Payment Date.

The principal owed to the Creditors for the loan taken out against the Financing must be fully repaid by the Debtor in a single installment due within eighteen months from the Disbursement Date, /the "Due Date"/.

/b/ Extension due to Non-Bank Business Day.

If the Due Date is not on a Bank Business Day, said date will fall on the very next Bank Business Day.

Three.Three. Stipulations on Interest.

/a/ Interest Rate.

The principal on the loan taken out against the Financing will, from the disbursement date and up to the date of its full and effective payment, accrue daily interest to the Creditors at a fixed annual rate of [•]² percent.

/b/ Calculation of Interest.

All interest accrued on the loan taken out against the Financing will be calculated on the basis of a three hundred and sixty-day year.

² The interest rate will be the maximum conventional rate applicable to loans with these characteristics in force on the date of signature of the Financing Agreement.

/c/ Interest Payment Date.

The interest owed on the loan disbursed under the Financing will be paid, together with the principal, on the Due Date or on the accelerated payment date as set forth under Section Six.One of Clause Six of this Agreement, as applicable.

/d/ Capitalization of Interest.

The interest accrued on the loan taken out under the Financing will automatically be capitalized on the Due Date or on the date on which the payment of the loans owed under the Financing pursuant to Section Six.One of Clause Six of this Agreement, as applicable.

Three.Four. Fee.

On the Disbursement Date, the Debtor will pay each of the Creditors a fee equal to [two] percent of the total amount actually disbursed by each of them, which will be deemed to have accrued on the actual release date of the funds to the Debtor pursuant to Section Four.Two /c/ of Clause Four below /hereinafter the “Fee”/. To that end, the Debtor grants an irrevocable power of attorney to each of the Creditors, under the terms of Article two hundred and forty-one of the Commercial Code, so that they may deduct sufficient funds for payment of the Fee from the amount that each one disperses against the Financing.

CLAUSE FOUR: DISBURSEMENT.

Four.One. Procedure for Carrying Out the Disbursement.

/a/ Funding.

If the conditions specified in Section Four.Two below are met, the Creditors will make their respective disbursements of the loan under the Financing on the Disbursement Date, pursuant to the committed amounts specified in Exhibit [●] hereto, via the transfer of funds into the accounts indicated below:

/i/ [●] and [●]³ will make the disbursement in Pesos, via the transfer of immediately available funds into an escrow account to be opened at [●] /the “**Local Withholding Agent**”/.

/ii/ [●] and [●]⁴ will make the disbursement in Dollars, via the transfer of immediately available funds into account number [●], denominated in Dollars, opened at [●], on behalf of

³ Will

⁴ Creditors who have stated their commitment in Dollars.

[●] /the “ **and Foreign Withholding Agent**” and, together with the Local Withholding Agent, the “**Withholding Agents**”/.⁵

/b/ Net Quantities.

The quantities disbursed hereunder will be paid to the accounts indicated in letter /a/ above, no later than [four o'clock p.m.] on the day of the disbursement, net of the payment of the Fee and applicable taxes.

/c/ Release of Funds.

/i/ The funds disbursed by each Creditor will remain deposited in the accounts indicated in letter /a/ in this Section Four.One, and may only be delivered to the Debtor by the Withholding Agents, once they have received written instructions from the Creditors' Representative to release the funds.

/ii/ The Creditors' Representative may only issue instructions to release the funds if the total amount of disbursements made on the Disbursement Date is at least equivalent to [●]⁶ Pesos.

/iii/ If within the second Bank Business Day following the Disbursement Date the Creditors have not disbursed the amount indicated in subparagraph /ii/ above, the Debtor must report this to the Creditors' Representative and to the Creditors' Committee so that the latter may decide whether the amount actually disbursed is sufficient for the Withholding Agents to release the funds. If the Creditors' Committee accepts the amount disbursed, it will inform the Creditors' Representative of such circumstance, who must certify this and the funds deposited with the Withholding Agents may be released to the Debtor. Otherwise, if the Creditors' Committee, based on a vote of four of its members, does not accept the amount actually disbursed, the Debtor must propose a new financing alternative to complete the shortfall within ten Bank Business Days from the date of the Creditors' Committee decision, under the same terms as this Financing. If the Creditors' Committee accepts the Company's proposal, the Withholding Agents will proceed to release the funds to the Company. Conversely, the amounts disbursed will be deemed to be sufficient unless the Creditors' Committee decides otherwise based on a vote of four of its members, in which case the amounts disbursed will be returned by the Withholding Agents to the respective Creditor, also based on the understanding that the Fee was not due.

/d/ Use of Funds.

⁵ The determination of the dynamic of fund releases and transfers and the need for a foreign withholding agent.

⁶ 45,000,000,000 Pesos or the lesser amount committed, in the event that the creditors' fee has not resolved the breach of the conditions required under the Judicial Reorganization Agreement.

The disbursed and released amounts may only be used to pay obligations inherent in the Company's and its Subsidiaries' business operations.

Four.Two. Conditions for Carrying Out the Disbursement.⁷

/a/ Disbursement under the Financing will be carried out on the Bank Business Day following the date on which all of the following copulative conditions precedent have been met /hereinafter the “**Disbursement Date**” /, which in any case must be satisfied within a maximum of ninety calendar days after August fourteenth, two thousand twenty:

/i/ **Shareholder Approval.** By holding a special shareholders' meeting, the Company's shareholders must have approved a capital increase through the issuance of shares and the issuance of bonds convertible to Company shares, in a quantity sufficient as to support the Convertible Bond issue for purposes of making the payment indicated in Section Six.One of Clause Six hereunder, and the remaining share issues considered in the Judicial Reorganization Agreement, as well as any changes to the bylaws that might be necessary for these purposes.

/ii/ **Shareholders' Commitment.** The obligations of Entreciones Consolidadas SpA, Inversiones e Inmobiliaria Almonacid Limitada, and Inversiones Cumbres Limitada remain in full effect, in their capacity as shareholders of [60.52] percent of the Company, which obligations were undertaken pursuant to the agreement referred to as the “*Support Agreement,*” entered into on [●], whereby said shareholders unconditionally and irrevocably undertook to: /x/ approve in a special shareholders' meeting referred to under subparagraph /i/ above, the resolutions needed to implement the Judicial Reorganization Agreement; /and/ waive all of their respective preferential subscription rights to subscribe the Convertible A-1 Bonds and the Convertible A-2 Bonds and to waive ninety point eighty-eight percent of their rights to preferentially subscribe the Convertible D Bonds, when such rights arise; and /z/ not to sell their shares in the Company under the terms stipulated in the Support Agreement.

/iii/ **Judicial Reorganization Agreement.** The Judicial Reorganization Agreement must have been approved and have entered into effect pursuant to Article eighty-nine of the Reorganization and Liquidation Act, which must be certified by the respective court having jurisdiction, and the New York Southern District Bankruptcy Court (of the state of New York of the United States of America) must recognize the Judicial Reorganization Agreement in the so-called Chapter 15 proceeding that the Company is filing in said court as part of the Reorganization Proceeding, Case No. 20-11411 (MG), as described in Appendix I of the Reorganization Agreement.

⁷ If on the date of signature of the Financing Agreement the conditions set forth in this Section have already been met, the disbursement will be made on the Bank Business Day following the signing of the Agreement, and a record must be provided herein that the conditions have been met. In this regard, authorizations to sign the Financing documentation have been included as a representation and warranty.

/iv/ Representations and Warranties. The representations and warranties made by the Debtor under this Agreement and the other Financing Documents must be true in all material aspects as of the Disbursement Date, as they have been provided on said date, except for those that refer to a specific date, which must be corrected as of said date.

/v/ Adequacy of the Committed Amount. The Creditors' Representative must certify that the Company has received and maintains valid irrevocable financing commitments in a total sum that enables fulfillment of the condition set forth under Chapter VIII, Section 2.h of the Reorganization Agreement, or that the creditors' committee appointed under the Reorganization Agreement must not have resolved the failure to comply with said condition; and

/vi/ Letters of Credit. The Creditors' Representative must certify that, except for the condition consisting of disbursement of the Financing to be granted hereunder in an amount of twenty-five billion Pesos, all of the other conditions have been fully met for release to the Debtor of the term deposits in the amount of nine billion three hundred million Pesos currently held in guarantee by the banks issuing the letters of credit referenced in Chapter XII hereunder, pursuant to the conditions for release described in the Judicial Reorganization Agreement.

/b/ Upon fulfillment of the conditions indicated in letter /a/ above, the Company will send the Creditors a written notice to that respect, signed by a Chief Executive, accompanied by the documentation proving that the aforementioned conditions have been met, in substantially [similar] terms to the form contained in **Exhibit [●]** to this Agreement, so that the Creditors may proceed to disperse the committed amounts.

CLAUSE FIVE: PROMISSORY NOTES.

For purposes of documenting the obligation to pay the Creditors the sums of money taken against the Financing, and the interest thereon, the Debtor must, no later than twelve o'clock /noon/ on the Disbursement Date, provide to one of the Creditors one or more promissory notes signed to the order of the respective Creditor, pursuant to the form contained in **Exhibit [●]** to this Agreement /the "**Promissory Notes**"/. The signing and delivery of the Promissory Notes will not constitute a novation nor will it limit, reduce, or affect in any way the obligations that the Debtor has assumed vis-à-vis the Creditors with respect to the loan provided pursuant to this Agreement.

CLAUSE SIX: PAYMENTS.

Six.One. Payment Via Delivery of Convertible Bonds.

/a/ The Debtor will pay on or prior to the Due Date, at no additional cost to the Debtor, all of the principal owed under the Financing and the interest accrued that is capitalized on the Prepayment Date, as follows: **/i/** via the delivery to each Creditor of Convertible D Bonds not placed during the preferential offer period, in a number of bonds equivalent to those necessary to prepay the unpaid balance of principal and interest on the loans taken out under this Agreement /the "**Prepayment Amount**"/, considering for those purposes the

face value of the Convertible D Bond, which under no circumstances may be at values less than or under more favorable conditions than those offered [to the] shareholders during the preferential offer period; and /ii/ if a balance remains unpaid on the Prepayment Amount after applying subparagraph /i/ above, with the proceeds from the subscription and payment of the Convertible D Bonds acquired during their preferential offer period by the Company's shareholders, until such Prepayment Amount is complete; all of the foregoing is prorated based on the Creditors' share of the amounts disbursed hereunder.

/b/ It is stated for the record that any payments made as set forth under letter /a/ above, will not be subject to the payment of any fee or break cost payable by the Debtor.

/c/ Within 10 Bank Business Days from the end of the Convertible D Bond preferential offer period, the Company must proceed to make the mandatory prepayment.

/e/ For purposes of letter /d/ above, the Company shall communicate the prepayment date by sending a notice of material event at least five Bank Business Days prior to the prepayment date.

/f/ On the prepayment date, the Company will prepay the applicable cash amounts via immediately available funds to the bank accounts reported by the respective Creditors to the Company at least two Bank Business Days prior to the prepayment date, and, in the case of delivery of Convertible D Bonds, via the delivery thereof, through the DCV, through the transfer and/or deposit thereof into the accounts the respective Creditors have registered with the DCV and have reported to the Company at least two Bank Business Days prior to the prepayment date. For these purposes, on that same date, the New Financiers must deliver to the Company the promissory notes that were provided hereunder, with a record of their payment

/g/ The characteristics of the Convertible D Bonds are set forth under the Judicial Reorganization Agreement.

Six.Two. Payment Method.

Notwithstanding the provisions in Section Six.One above, payments of principal and interest owed under the Financing will be made to each Creditor by the delivery of immediately available funds, in Pesos, without any further requirement, no later than four o'clock p.m. on the date on which payment must be made pursuant to the terms hereunder.

Six.Three. Allocation of Payment.

The Debtor represents and agrees that any payments that it makes to the Creditors hereunder, if any, will be allocated to past-due debts in the following order: /a/ fees; /b/ default interest; /c/ compensation ordered pursuant to a final non-appealable court judgment directly associated with this Agreement; /d/ taxes; /e/ expenses; /f/ court fees ordered pursuant to a final non-appealable court judgment directly associated with this Agreement; /g/ ordinary interest; and /h/ principal.

Six.Four. Payments of Net Amounts.

All quantities that the Debtor must pay under this Agreement will be made in their entirety, net, without deductions or withholdings, whether for taxes /as for example, the tax on interest provided for under the Chilean Income Tax Law or other current or future taxes/ or for any cost or expense, including electronic transfer costs through a high-value payment system as authorized by the Central Bank, and will be borne exclusively by the Debtor.

Six.Five. Default Interest.

/a/ The failure to promptly and fully pay the Creditors the obligations set forth in this Agreement and owed hereunder, on the dates and in the amounts stipulated, will enable the Creditors to demand payment of the total unpaid balance of all outstanding obligations set forth hereunder, all of which will be deemed due and payable. The Debtor acknowledges and agrees that this repayment acceleration stipulation for the balance owed is a stipulation of expiration of the payment period that is provided exclusively in the Creditor's favor, and the Debtor also understands that this does not impose on the Creditor the obligation to initiate collection proceedings as soon as the first breach occurs.

/b/In the event of a failure to promptly and fully pay the Creditors the obligations set forth in this Agreement and owed hereunder, on the dates and in the amounts stipulated in this Agreement, any interest owed will be capitalized pursuant to Article nine of Law number eighteen thousand and ten, pursuant to the rate agreed to hereunder and, from that date, will accrue interest at the maximum rate that may be stipulated for nonadjustable operations in effect during each default period or delay, which will be applied until the full and actual amount owed is paid. For determining and applying the default interest agreed to in this letter /b/, the certification of current interest published in the Official Gazette for the type of operation that relates to the unpaid debt will be used.

Six.Six. Voluntary Prepayments.

The Company may not make voluntary prepayments with money taken out on the loans provided for hereunder, other than in the cases specified in Section Six.One of this Clause Six.

CLAUSE SEVEN: TAXES.

Seven.One. Responsibility.

/a/ With the sole exception of the income tax applicable to the Creditors' income, the Debtor will be exclusively responsible for all other taxes in relation to the Financing, interest capitalization, or that are applicable to the payments to be made by the Debtor pursuant thereto, particularly including any applicable Stamp Tax.

/b/ If the Debtor is required to make any said deduction or withholding, the quantity that must be paid will increase by the necessary amounts so that, once such deductions or withholdings have been made, the Creditors will receive a net quantity equal to what they were entitled to receive had such deductions or withholdings not been made. If the Debtor pays any of said deductions or withholdings, within thirty days following the date on which said payment has been made, the Debtor must provide the Creditors with the original payment form or letter issued by the competent authority, or an authenticated copy of the same, proving that the respective payment has actually been made.

Seven.Two. Reimbursement.

If the Creditors are required to make any payment on account of any tax that is not a tax on their income or assets, on or in relation to any quantity collected or to be collected by them under this Agreement, the Debtor must reimburse the Creditors within fifteen days in an amount equivalent to said payment or tax payment, along with any interest, penalties, or expenses accrued in relation thereto, provided that these are not attributable to the Creditors.

CLAUSE EIGHT: REPRESENTATIONS AND WARRANTIES.

The Debtor, duly represented as set forth in the appearance clause, as of today's date, represents and warrants to the Creditors:

/a/ That it is a validly incorporated company in good standing pursuant to Chilean law and that it has legal and corporate powers, which have been approved by its competent management bodies, to enter into this Agreement and for performance and enforcement of all obligations contained herein; and that the individuals appearing in this Agreement on its behalf have sufficient powers and authorities to enter into this Agreement and to perform the obligations undertaken herein;

/b/ No approval or authorization from a Government Authority or from a third party, except those already obtained and that remain valid, is required to enter into this Agreement, and entering into and performing this Agreement under the terms and conditions described herein does not violate or infringe the current laws, regulations, or resolutions in force, or its respective bylaws or any current contract, agreement, or arrangement to which it is a party; it does not entail a breach or possible breach of any contract, agreement, or arrangement and does not arise from or give rise to the imposition of any encumbrance on its assets;

/c/ This Agreement is a legal, valid, enforceable, binding and sufficient document for collection, and this Agreement will be recognized as a sufficient instrument in any action taken to collect on the obligations provided for hereunder;

/d/ The Debtor and its Subsidiaries have filed all tax returns due and have paid all taxes owed according to such returns, as well as all other taxes, charges, fees, provisional payments, and other tax obligations that have accrued against it; and they have not defaulted with respect to any tax, charge, fee, provisional payment, and other tax obligation, except those obligations set forth in **Exhibit [●]** hereunder;

/e/ A Ground for Breach has not occurred.

/f/ The Debtor and its Subsidiaries have complied with all relevant laws and regulations applicable to them, including, without limitation, laws and regulations on gaming casinos, environmental protection laws, health laws, employment laws, and social security laws;

/g/ The Company and its Subsidiaries are the legitimate owners of, or have any other valid and current title to, the assets needed to carry out their business, and they hold the essential authorizations, licenses, or requirements to operate such assets as they currently do as of the date of this Agreement;

/h/ The Company has no outstanding financial obligation or any other obligation or contingent or other liability, other than */i/* the obligations arising from the Financing Document; */ii/* those included as of today's date in its respective Financial Statements; */iii/* those that were incurred after the date of the Financial Statements in the ordinary course of the Debtor's business; and */iv/* those verified during the Reorganization Proceedings;

/i / The claims and rights of the Creditors against the Company under this Agreement and the other Financing documents to which they are a party will have payment priority and will be senior with respect to the claims and rights of all of the Debtor's other unsecured creditors;

/j/ The Debtor and its Subsidiaries have fully satisfied their obligations under the Judicial Reorganization Agreement, they have complied with all timeframes and conditions set forth under the Judicial Reorganization Agreement for the long-term re-negotiation and re-scheduling of the Debtor's debts under the terms provided for in the Judicial Reorganization Agreement, no grounds for breach under the Judicial Reorganization Agreement have occurred, and there is no event or circumstance that would entail accelerated collection of the obligations contained under the Judicial Reorganization Agreement, and/or the Liquidation of the Debtor or its Subsidiaries prior to the Due Date;

/k/ No Adverse Material Effect has occurred, with the exception of the following situations, of which the Creditors represent that they have been duly informed and which, consequently, will not impact the disbursement hereunder: */i/* the Debtor's notice of Material Event dated March sixteenth, two thousand twenty, supplemented by Material Event dated March twenty-sixth, two thousand twenty, in which it reported that the Superintendence of Gaming Casinos ordered the closure of all of the country's casinos,

which includes the Debtor; and /ii/ the Reorganization Proceedings; and

/I/ With the exception of the condition of disbursement of the Financing to be granted hereunder [INDICATE WHETHER ANY OTHER CONDITION IS OUTSTANDING AT THE TIME THE AGREEMENT IS SIGNED], all of the other conditions have been fully met for release to the Debtor of the term deposits in the amount of nine billion three hundred million Pesos currently held in guarantee by the banks issuing the letters of credit referenced in Chapter XII hereunder, pursuant to the conditions for release described in the Judicial Reorganization Agreement.

CLAUSE NINE: AFFIRMATIVE COVENANTS.

Notwithstanding any other covenants undertaken by the Debtor pursuant to this Agreement or to the other Financing Documents, and provided that any sum owed to the Creditors hereunder or under the other Financing Documents remains outstanding, the Debtor agrees, vis-à-vis the Creditors, to the following:

/a/ Performance of Obligations.

To comply with all obligations arising from the Financing Documents and the Judicial Reorganization Agreement.

/b/ Use of Funds.

To use the funds dispersed under this Financing Agreement solely for the purposes set forth herein.

/c/ Corporate existence, Corporate Business, and Equity Interest.

To take all actions necessary, or to ensure that such actions are taken, to preserve and maintain its corporate existence and good standing in full effect, without changing its corporate form, which includes its nature as a publicly held corporation registered in the Securities Issue Registry kept for these purposes by the CMF and, in addition, including but not limited to its dissolution or transformation, and without falling under any legal grounds for dissolution; and also to preserve and maintain all rights, ownership, licenses, trademarks, permits, franchises, easements, concessions, or patents necessary for the Company to operate normally and to carry out its business; and to maintain all of its relevant assets in good condition pursuant to their natural use and deterioration.

/d/ Tax and Employment Obligations.

To promptly comply and to ensure that its Subsidiaries promptly comply with all tax, employment, social security, or other preferential obligations under current law, including the payment of all taxes, fees, patents, and charges, except those that have been disputed in good faith pursuant to the appropriate legal procedures, and that adequate allowances have been made pursuant to IFRS.

/e/ Compliance with Laws and Rules.

To promptly comply and to ensure that its Subsidiaries promptly comply with all aspects of applicable laws, regulations and provisions, and orders, particularly, including, but not limited to, the timely payment of all fees, encumbrances, patents, and fiscal, municipal, or other types of charges applicable to the Company or to its Subsidiaries, or to the property, concessions, or rights for any of the above, and the prompt compliance with all obligations that may be applicable, if any, except for those against which the appropriate legal recourse has been sought in good faith and with respect to which adequate allowances have been made pursuant to IFRS.

/f/ Transactions with Related Persons.

In its transactions with Related Persons, to adhere to conditions of equity similar to customarily prevailing market conditions, subject to Title XVI of Corporations Law number eighteen thousand forty-six.

/g/ Stamp Tax.

The debtor must: **/i/** submit Form 24 for Declaration and Payment of Stamp and Seal Tax up to the last day of the month following the Financing disbursement date; and **/ii/** submit the required affidavit pursuant to Internal Revenue Service Circular number thirty-eight of two thousand twenty, within the timeframe provided therein.

/h/ Reporting, Grounds for Breach, or Adverse Material Effect.

To inform the Creditors in writing of the occurrence of any Ground for Breach, Adverse Material Effect, or of any circumstance or event that materially affects or could affect the business, operations, or financial situation of the Debtor or of its Subsidiaries, or other event that, with notification or over time, could give rise to an Adverse Material Effect, within five Business Days from when such event occurs or when it becomes aware of it, with the requirement to report any actions taken or that it intends to take in relation to said event and the correction thereof.

/i/ Reporting on Disputes or Proceedings.

To inform the Creditors in writing within five Bank Business Days of having learned of any dispute, interim measure, action, or in general any relevant claim or proceeding commenced against the Company or its Subsidiaries, or that affects the Financing Documents, before any ordinary or special court, arbitrator, public or private body, before any Government Authority, or before any other entity having jurisdiction of any nature, that

may reasonably give rise to an Adverse Material Effect.

/j/ Convertible D Bonds.

To obtain registration and record the Convertible D Bonds before the CMF within no more than one year from the date of the creditors' meeting that approved the Judicial Reorganization Agreement and, after such registration is obtained, begin placement of the Convertible Bonds by the preferential offer thereof to the Company's shareholders within no more than 30 Business Days following the date on which the CMF issues the certificate confirming registration of the Convertible D Bonds.

CLAUSE TEN: NEGATIVE COVENANTS.

Notwithstanding any other negative covenants undertaken by the Debtor pursuant to this Agreement or to the other Financing Documents, and provided that any sum owed to the Creditors hereunder or under the other Financing Documents remains outstanding, the Debtor agrees, vis-à-vis the Creditors, to the following:

/a/ Loans.

Not to give loans or credit or any type of financing to third parties, excluding Subsidiaries, except when such financing is given within the Company's ordinary course of business, which in any event must always be carried out pursuant to market conditions.

/b/ Guarantees.

Not to provide, or allow its Subsidiaries to provide, guarantees by endorsement, serve as guarantor, joint and several co-debtor, or commit their assets due to third-party obligations, except where such third parties are Company Subsidiaries.

/c/ Legal Personality and Amendments to the Bylaws.

To the extent that the exchange of shares for Convertible A-1 Bonds and Convertible A-2 Bonds has not taken place, not to undertake, nor to allow any act to be undertaken to seek liquidation, dissolution, or termination of its operations or businesses or of its Subsidiaries, and not to agree, enter into, or execute any act seeking its division or merger, and not to make any amendment to its bylaws, other than the capital increases needed for the issue and exchange of Convertible Bonds referred to under the Judicial Reorganization Agreement, without prior consent from the absolute majority of the Creditors.

/d/ Acts or Agreements with Related Persons.

To enter into acts or agreements, or sets of acts or agreements, with Related Persons, except through the ordinary course of business and under terms and conditions no more unfavorable than those that it would have obtained through an arm's-length negotiation between unrelated persons, and pursuant to the applicable regulations.

/e/ Assumption of Third-Party Liabilities.

To assume actual or contingent third-party liabilities, or to negotiate financial liabilities or others that are more strict than those provided in the Financing Documents.

The affirmative and negative covenants contained in this Agreement are without prejudice to any obligations the Debtor may have with the Creditors under the Judicial Reorganization Agreement or the acts and agreements that govern any other claims the Creditors may have against the Debtor or its Subsidiaries.

CLAUSE ELEVEN: GROUNDS FOR BREACH AND REPAYMENT ACCELERATION.

Eleven.One. Grounds.

The Creditors will be entitled to terminate this Agreement, without the need for any judicial declaration or decision, pursuant to the majorities specified in Section Eleven.Three below, and are released from the obligation to provide the Financing under the terms agreed, and to comply with any other commitment undertaken herein, and from any liability that may be applicable to them, and to accelerate all or part of the sums owed pursuant to this Agreement or the other Financing Documents, or any unpaid balance on such sums, considering that all of said obligations are then due and payable, with the accrual of any penalty interest set forth herein from that date, in the cases provided below, which have been established to the exclusive benefit of the Creditors, who may invoke them or waive them at their discretion /hereafter the “**Grounds for Breach**”/:

/a/ In the event of default or delay in the full and timely payment to the Creditors of the principal or interest owed hereunder or under the other Financing Documents;

/b/ If the Debtor is in default or there is a delay in the payment of any other sum owed to one or more of the Creditors pursuant to this Agreement and/or the other Financing Documents, other than that set forth under subparagraph /a/ above, and such default or delay is not remedied within ten Bank Business Days from when the respective Creditor demands the aforementioned payment;

/c/ If the Debtor breaches any of the affirmative covenants set forth under Clause Nine of this Agreement, any of the negative covenants set forth under Clause Ten of this Agreement, or any other obligation contained in the Financing Documents, and such breach is not cured within ten Bank Business Days from when the Debtor becomes aware of the above;

/d/ If any of the representations and warranties made in Clause Eight of this instrument proves to be untrue, or is inaccurate or incomplete in any material aspect;

/e/ If the validity of the Financing Documents is challenged by the Debtor or if the Debtor renounces any of its obligations thereunder, or if due to any reason all or part of the Financing Documents are revoked, annulled, or rendered null and void, or are rendered invalid, nonbinding, and unenforceable;

/f/ /i/ If a third party initiates proceedings against the Company, or any of its Subsidiaries seeking its dissolution, liquidation, reorganization, insolvency, adjustment, or arrangement of their payments or of their assets under any bankruptcy, insolvency, or debtor reorganization law /in the case of the Company, under more onerous terms than those contained in the Judicial Reorganization Agreement/; or if a third party requests appointment of a representative, overseer, expert facilitator, or other similar officer with respect to the Company, to one of its Affiliates, or to a significant portion of its assets, provided that such proceedings or request initiated by a third party is not denied or set aside within sixty days from notification thereof to the Company or to any of its Subsidiaries, as applicable; **/ii/** if the Company or any of its Subsidiaries ceases to pay or suspends its payments or recognizes in writing its inability to pay its debts, or generally assigns or relinquishes assets to its creditors; or if the Company or any of its Subsidiaries initiates proceedings seeking its own dissolution, liquidation, reorganization, insolvency, adjustment or arrangement of its payments or its assets under any bankruptcy, insolvency, or debtor reorganization law; or if it requests appointment of a trustee, representative, overseer, expert facilitator, or other similar officer with respect to a significant portion of its assets; or if the Company, one of its shareholders or Subsidiaries takes any measure to allow one of the acts set forth above in this subparagraph **/ii/**, other than the Reorganization Proceedings; and **/iii/** if the Judicial Reorganization Agreement is in any way amended in terms that are more onerous than those now in effect; and

/g/ If the Company or its Subsidiaries fails to pay the following when due, whether as a result of a failure to comply with the timeframe, acceleration, or other cause attributable to it: **/i/** any financial debt to third parties other than the Creditors in an amount equal to or greater than the equivalent of ten million Dollars, or its equivalent in Pesos based on the Observed Exchange Rate, calculated individually or collectively; or **/ii/** any undisputed non-financial debt in an amount equal to or greater than ten million Dollars, or its equivalent in Pesos based on the Observed Exchange Rate, calculated individually or collectively;

/h/ If a final and nonappealable court judgment is handed down against the Company or its Subsidiaries and imposes a monetary payment obligation in an amount equal to or greater than five million Dollars, or its equivalent in Pesos based on the Observed Exchange Rate, calculated individually or collectively, and that remains unpaid for a continuous period of sixty days from the date on which notice such decision was given;

/i/ If any Government Authority or other entity having jurisdiction of any nature, whether domestic or foreign, issues fines or pecuniary penalties against the Debtor or its Subsidiaries in amounts equal to or greater than five million Dollars, either due to a breach of said authority's rules or requirements, regardless of what they were, or due to any other reason;

/j/ If, for any reason, any of its Subsidiaries had its gaming casino operating permit terminated or revoked under applicable law, except where the respective Subsidiary has forfeited the aforementioned permit and this does not give rise to an Adverse Material Effect;

/k/ If, for any reason, any person or Government Authority proceeds to seize, confiscate, attach, expropriate, appropriate, or take custody or control of all or a significant portion of the Company's assets or rights, or has taken any measure to replace the Company's management or to limit or restrict its powers to direct the Company's business or to carry out its operations, provided that such measure has not been set aside within forty-five days following its notification to the Company;

/l/ If any of the grounds for breach occur as provided for under the Judicial Reorganization Agreement, and such breach is not cured within the periods for correction provided thereunder; and

/m/ In general, all cases in which the law provides for repayment acceleration of the obligations set forth in this instrument, in cases not provided for under the Financing Documents, and if such situation is not cured within ten Bank Business Days after the Debtor becomes aware of the above, if such event may be cured.

Eleven. Two. Debtor's Acknowledgment.

/a/ The Debtor acknowledges and agrees that this repayment acceleration stipulation for the balance owed is a stipulation of expiration of the payment period that is provided exclusively in the Creditors' favor, and also understands that this does not impose on the Creditors the obligation to initiate collection proceedings as soon as the first breach occurs.

/b/ The Grounds for Breach provided for under Clause Twelve have been established exclusively in the Creditors' favor, so that the Creditors may fully or partially waive or exercise the respective rights without the Debtor having the ability to raise any objection based on said waiver

Eleven. Three. Majorities.

/a/ The Grounds for Breach referred to under letters /a/ and /b/ of Section Eleven. One above shall entitle each of the Creditors to declare that all or part of what is owed to it hereunder is due and payable, once the specified timeframe has lapsed and the circumstances have not been cured or corrected, if applicable.

/b/ Grounds for Breach other than those mentioned in letter /a/ above will require written consent by the Majority Creditors in order for all or part of the obligations owed hereunder to be declared due and payable.

CLAUSE TWELVE: MISCELLANEOUS PROVISIONS.

Twelve.One. Assignment of Rights.

/a/ Each Creditor may, without the need to obtain consent from the Debtor, fully or partially assign its aforementioned rights and claims arising from this Agreement and from the other Financing Documents. Notice of the respective assignment must be provided to the Debtor and to the creditors' representative appointed under the Reorganization Proceedings within five days from when the assignment occurs, and only the Debtor is required to provide the relevant documents, including credit assignment or debt acknowledgment instruments.

/b/ The assignment of the loans provided hereunder must be made together with their Promissory Notes, but, in any event, the Promissory Notes will retain their abstract, autonomous, and uncontested nature. The Company hereby agrees that if the Creditors partially assign the loans provided hereunder, it will sign new promissory notes and/or debt acknowledgments or other similar documents that are enforceable in collections proceedings, under satisfactory terms for the assignees of the assigned loans. The respective assignor will be responsible for all costs associated with the loan assignment, except when a Ground for Breach is in effect, in which case such costs will be borne by the Debtor.

/c/ In the respective assignment documentation, the assignee must expressly state that it assumes all obligations of the assignor, and that it will be subject, in all aspects, to the stipulations hereunder and to the other rules and stipulations that are or have been agreed between the Creditors and the Debtor.

/d/ The Debtor may not assign or transfer its rights and obligations under the Financing Documents without prior written authorization from the Creditors.

Twelve.Two. Amendments.

The waiver of any provision of this Agreement, or consent for the Debtor to act in a way other than as provided for under such provisions, will have no effect unless issued in writing and signed by the Parties, and in this case such waiver or consent will only have effect in that specific case and for the specific purpose for which it was issued. In any event, any amendment to this Agreement and the other Financing Documents must adhere to and respect, in all applicable aspects, the stipulations contained herein and in the Judicial Reorganization Agreement. The Parties expressly agree that any amendment to the terms of this Agreement will be valid provided that such amendment has been agreed to in writing by all Parties.

Twelve.Three. Notifications.

/a/ All notices and other notifications addressed between the Parties hereunder will be in written form, sent to the individuals indicated for each case, at the address provided in the appearance clause for each party to this Agreement, or sent via email with signature certification to the number or address indicated in **Exhibit [●]** to this Financing Agreement.

/b/ Notifications will be understood to have been received and will produce all of their legal effects as of the date of their receipt when delivered by a Notary Public, or as of the third day following their delivery to a prepaid mailing service, or, when via email, once automatic confirmation of receipt has been obtained, provided that such notification is carried out prior to six o'clock p.m. on the day of the notification, or, for notifications sent after six p.m., on the next day.

/c/ The Parties acknowledge that electronic notifications via email may not be secure, and may be affected by viruses, destruction, interruption, or other circumstances that make them unreliable. Each Party will be responsible for protecting their interests in relation to electronic notifications and to ensure that they are sent to the correct recipient.

Twelve.Four. Preclusion.

The fact that the Creditors do not exercise or delay exercise of any of their rights in accordance with the Financing Documents will not constitute a waiver of such rights, nor will the separate or partial exercise of a right preclude them from exercising those or other rights at a later date. The recourse referenced herein is cumulative and does not exclude any other recourse recognized under law.

Twelve.Five. Expenses.

Each and every expense arising from or as a result of the negotiation, preparation, entering into, performance, or enforcement of the Financing Documents, provided they are reasonable and have been properly documented, will be borne by the Debtor, including, in any event and not limited to:

/a/ fees and commissions for notaries public and registrars, if applicable, who act in the notarization and/or registration or recording of the Financing Documents;

/b/ expenses for transfers through the real-time gross settlement system or other system for high-value payments authorized by the Central Bank; and

/c/ court costs and expenses, including attorney and representative fees, when it is necessary for them to act, when such fees arise from demanding before the courts that the Creditors comply with any of the Financing Documents.

Twelve.Six. Nullity.

A declaration of nullity or lack of effect of any stipulation contained herein will cause such stipulation to be deemed unwritten or ineffective, but the nullity or lack of effect of such stipulation will not affect the validity and effect of the remaining stipulations in this Agreement provided that said null and void or ineffective stipulation is replaced by another valid stipulation with similar effects.

Twelve.Seven. Exhibits.

All Exhibits specified hereunder are understood to be an integral part of this Agreement for all applicable legal purposes, having been recorded in the notarial record book of this same Notary Office, on this same date, under number [●].

Twelve.Eight. Legal Successors and Assigns.

The provisions of this Agreement will be binding for, and will inure to the benefit of, the Parties and their respective legal successors and assigns.

Twelve.Nine. Debtor's Acknowledgment.

The Debtor declares that in any action to collect on the obligations provided for hereunder, it acknowledges the Promissory Notes as documents sufficient to authorize collection proceedings for such obligations, pursuant to the applicable provisions in the Code of Civil Procedure.

CLAUSE THIRTEEN: SUBORDINATION.

The Debtor and the Creditors acknowledge and agree that the Creditors' loans arising from this Financing will have payment, collection, and settlement preference with respect to all of the Debtor's other unsecured loans existing prior to the Judicial Reorganization Agreement, as established therein, with such unsecured loans being fully subordinate to the payment of the loans arising from the Financing under the terms of Article two thousand four hundred and eighty-nine of the Civil Code. In addition, the Debtor unilaterally agrees that the payment of any unsecured loan that the Debtor has assumed since the date of the creditors' meeting that approved the Judicial Reorganization Agreement, as well as any that it may assume in the future, with the exception of loans with respect to nonfinancial providers generated in the ordinary course of the Company's business /based on the understanding that the loans in relation to the leasing contract entered into with [●] are considered a loan with a nonfinancial provider/, must also be subordinate to the payment of the Promissory Notes and other credit instruments executed or issued under the Financing. The Debtor may not pay or prepay other unsecured loans /other than the loans with nonfinancial providers indicated above/ while the loans provided under the Financing are outstanding and the creditors of subordinate loans may not demand collection thereof, whether prior to or on their due date, as long as the loans under the Financing and/or the Promissory Notes are outstanding.

CLAUSE FOURTEEN: CLAUSE HEADINGS.

The headings assigned by the Parties to the various stipulations of this Agreement have been provided solely for reference and ease of reading, and do not affect the meaning or scope that the entire Clause may have that differs from such heading.

CLAUSE FIFTEEN: CONFIDENTIALITY.

It is stated for the record that the Parties agree, as of now, to maintain as strictly confidential all secret or confidential information that the Parties have provided to one another in order to enter into this Agreement. It is noted that the above confidentiality obligation is without prejudice to the legal duty to provide the aforementioned information to the applicable individual in the event that it is required by a court in the Republic of Chile, a government authority, and/or pursuant to a legal or regulatory provision.

CLAUSE SIXTEEN: JURISDICTION. APPLICABLE LAW.

For all legal effects of this Agreement, the Parties submit to the jurisdiction of the ordinary courts of the district of Santiago, Chile, and establish their domicile in the city and district of Santiago, Chile. This Agreement will be governed by the laws of the Republic of Chile.

Signatures of Representatives.

EXHIBIT [●]

FORM

NOTICE OF DISBURSEMENT

[Debtor's Letterhead]

Santiago, [●] [●], 2020.⁸

Messrs.

[Creditor]

[Address]

Hand Delivered

Attention: Messrs: [●].

Re: Notice of Fulfillment of Conditions.

Dear Sir:

We are writing in reference to the “*Loan Agreement,*” entered into by Enjoy S.A., as debtor (the “**Company**”) and [●], as creditors (the “**Creditors,**”) by means of notarial document dated [●] [●], 2020, executed in the Santiago Notary Office of Mr. [●] (the “**Financing Agreement**”).

We hereby inform you that, as provided for under Section 4.2 of Clause Four of the Financing Agreement, the conditions for disbursement under the Financing Agreement have been fulfilled, and as such we request that the Creditor disburse the amount of \$[●] ([●] Pesos), as principal against the Financing.

The date for the requested disbursement is [●] [●], [●], and the amount must be deposited into bank account No. [●], opened in the name of [●] at [●] Bank.

The Company states that it has complied with each and every condition required in order to carry out the disbursement, as stipulated under Section 4.2 of Clause Four of the Financing Agreement. In addition, on the disbursement date, the Promissory Note documenting the disbursement thereunder will be delivered, pursuant to Clause Five of the Financing Agreement.

⁸ To be submitted no fewer than ten Bank Business Days prior to the disbursement date.

The following document is attached hereto, which shows fulfillment of the conditions:

[DESCRIPTION OF INFORMATION DOCUMENTING FULFILLMENT OF THE CONDITIONS]

Capitalized terms not expressly defined in this Disbursement Request will have the meaning assigned to them in the Financing Agreement.

Sincerely,

[Name]
[Position]
pp. ENJOY S.A.

EXHIBIT [●]

FORM

PROMISSORY NOTE IN PESOS

Date of Issuance: [●] [●], 2020

Place of Issuance: Santiago, Chile

ENJOY S.A. (the “**Maker**”), a publicly held company incorporated and existing under the laws of Chile, Tax ID No. 96.970.380-7, domiciled for these purposes at Avenida Presidente Riesco N° 5.711, 15th floor, district of Las Condes, Santiago, for the amount received, acknowledges that it owes and is unconditionally required to pay to the order of [**CREDITOR**], domiciled at [●], district of [●], Santiago (the “**Creditor**”), the amount of \$[●] ([●] pesos, legal tender of Chile, “**Pesos**”).

Principal: The principal owed under this promissory note (the “**Promissory Note**”) will be paid on [●] [●], [●]⁹.

Interest: The principal owed under this Promissory Note will accrue interest from this date and until it is fully and effectively paid, at a fixed annual interest rate of [●] % ([●] percent), calculated on the basis of a 360-day year, for the number of days that have actually passed during the applicable period.

Interest Payment Date: Any interest accrued pursuant to this Promissory Note will be paid together with the principal. Interest will be capitalized on the principal due date.

Bank Business Day: Means any day of the year that is not a Saturday, Sunday, or a day on which commercial banks are required or authorized under law to remain closed in Santiago, Chile.

Method and Place of Payment: Payments of principal and interest pursuant to this Promissory Note will be made by the Maker to the Creditor by delivering immediately available funds, without any further requirement, no later than 2:00 p.m. on the date on which the respective payment must be made pursuant to the terms of this Promissory Note, or no later than 2:00 p.m. on the very next Bank Business Day, if the day on which said payment is due falls on a day that is not a Bank Business Day, [by electronic transfer to the following account or to any other account that the Creditor may provide from time to time: [●]].

⁹ 18 months from disbursement.

Default: In the event of default or delay in the payment of all or part of any amount owed under this Promissory Note as principal, interest, for any other item, such amounts will accrue a penalty interest equivalent to the maximum penalty interest that the law allows to be stipulated for non-adjustable loan operations in local currency for ninety days or more. Any interest not paid when it is due will be capitalized on said date and, with no need for judicial action, will accrue new interest, which will be calculated and paid at the same rate as the penalty interest rate referred to above. Penalty interest will be calculated on the amount of principal under this Promissory Note, when a default on the payment of principal and/or interest has occurred /including interest capitalized pursuant to this Clause/, and will accrue from the default or delay until the date of actual payment of the amount owed.

Repayment Acceleration: In the event of default or delay in the payment of capital and/or interest owed under this Promissory Note, the Creditor will be entitled to demand full payment of the obligation provided for hereunder, in which case this Promissory Note will become fully and immediately due and payable, understanding as though the total debt specified in this Promissory Note has become past due and is immediately payable.

Extension due to Non-Business Days: If the date stipulated for payment of the principal and/or interest falls on a day that is not a Bank Business Day, the payment will be extended until the very next Bank Business Day.

Taxes, Fees, and Expenses: Any tax, fee, or expense incurred as a result of this Promissory Note, or of the credit provided for hereunder, or the interest thereon, arising from its issuance, payment, enforceability, or any other circumstance, will be borne exclusively by the Maker. The sole exception to the above are taxes on the Creditor's income, profits, and/or assets .

Indivisibility: The obligations arising from this Promissory Note will be considered indivisible for the Maker and/or its successors, for all legal purposes and, particularly, those provided for under Articles 1526 (4) and 1528 of the Civil Code.

Domicile and Jurisdiction: For all purposes of this Promissory Note, the Maker establishes its domicile in the city and district of Santiago and irrevocably submits to the jurisdiction of the ordinary courts having jurisdiction over said district.

NO PROTEST. The Maker waives any presentment, requirement, protest, or notice of any type in relation to this Promissory note, expressly releasing the Creditor from the obligation of protest.

Pursuant to Article Three of Law 21.225, the rate of the stamp and seal tax to which this document is subject on the date it is signed is zero.

Maker's Company Name:	ENJOY S.A.
Tax ID:	96.970.380-7
Domicile:	Avenida Presidente Riesco N° 5.711, 15th floor, district of Las Condes, Santiago

Legal Representative: [●]
ID: [●]

[●]

pp. MAKER

I authorize the signature of Mr. [●], identity card [●], on behalf of **ENJOY S.A.**, Tax ID No. 96.970.380-7, Santiago, [●] [●], [●].

EXHIBIT [●]
NOTIFICATIONS

1. Enjoy S.A.

Recipient:
Address:
Phone:
Email:

Recipient:
Address:
Phone:
Email:

2. [Creditor]¹⁰.

Recipient:
Address:
Phone:
Email:

Recipient:
Address:
Phone:
Email:

¹⁰ Include the information for each Creditor.