

CONSENT SOLICITATION STATEMENT

**CEDAR FAIR, L.P.
CANADA'S WONDERLAND COMPANY
MAGNUM MANAGEMENT CORPORATION
MILLENNIUM OPERATIONS LLC**

Solicitation of Consents Relating to

\$500,000,000 5.375% Senior Notes due 2027
(CUSIP No. 150190AB2; ISIN No. US150190AB26)
Consent Payment: \$2.50 per \$1,000 principal amount of notes

\$500,000,000 5.250% Senior Notes due 2029
(CUSIP No. 150190AE6; ISIN No. US150190AE64)
(CUSIP No. 150190AC0; ISIN No. US150190AC09)
Consent Payment: \$2.50 per \$1,000 principal amount of notes

\$1,000,000,000 5.500% Senior Secured Notes due 2025
(CUSIP No. 150190AF3; ISIN No. US150190AF30)
(CUSIP No. U12589AC8; ISIN No. USU12589AC86)
Consent Payment: \$1.25 per \$1,000 principal amount of notes

\$300,000,000 6.500% Senior Notes due 2028
(CUSIP No. 150190AK2; ISIN No. US150190AK25)
Consent Payment: \$2.50 per \$1,000 principal amount of notes

THE CONSENT SOLICITATION (AS DEFINED HEREIN) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON NOVEMBER 9, 2023, UNLESS EXTENDED BY THE CO-ISSUERS IN THEIR DISCRETION (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE"). IN THE EVENT THAT THE REQUIRED CONSENTS (AS DEFINED HEREIN) ARE RECEIVED AND ALL OTHER CONDITIONS HAVE BEEN SATISFIED OR WAIVED BY US ON OR PRIOR TO THE EXPIRATION DATE, HOLDERS (AS DEFINED HEREIN) WILL BE ENTITLED TO RECEIVE THE CONSENT PAYMENT (AS DEFINED HEREIN) FOR THEIR NOTES (AS DEFINED HEREIN) ONLY IF THEY VALIDLY DELIVER CONSENTS (AS DEFINED HEREIN) BY THE EXPIRATION DATE AND DO NOT VALIDLY REVOKE SUCH CONSENTS PRIOR TO THE REVOCATION DEADLINE (AS DEFINED HEREIN). HOLDERS WHO DO NOT DELIVER THEIR CONSENTS PRIOR TO THE EXPIRATION DATE OR WHO VALIDLY REVOKE THEIR CONSENTS PRIOR TO THE REVOCATION DEADLINE WILL NOT BE ENTITLED TO RECEIVE THE CONSENT PAYMENT.

Cedar Fair, L.P., a Delaware limited partnership (“**Cedar Fair**”), Canada’s Wonderland Company, a Nova Scotia unlimited company (“**Cedar Canada**”), Magnum Management Corporation, an Ohio corporation (“**Magnum**”), Millennium Operations LLC, a Delaware limited liability company (“**Millennium Operations**” and, collectively, together with Cedar Fair, Cedar Canada and Magnum, the “**Co-Issuers**,” “**we**,” “**us**,” or “**our**”), hereby solicit (the “**Consent Solicitation**”) consents (the “**Consents**”) from all registered holders (individually, a “**Holder**,” and collectively, the “**Holders**”) of the Co-Issuers’ outstanding (i) 5.375% Senior Notes due 2027 (the “**2027 Notes**”) governed by the indenture, dated as of April 13, 2017 (as heretofore supplemented and amended, the “**2027 Notes Indenture**”), among, *inter alia*, the Co-Issuers and The Bank of New York Mellon, as trustee (the “**Trustee**”), (ii) 5.250% Senior Notes due 2029 (the “**2029 Notes**”) governed by the indenture, dated as of June 27, 2019 (as heretofore supplemented and amended, the “**2029 Notes Indenture**”), among, *inter alia*, the Co-Issuers and the Trustee, (iii) 5.500% Senior Secured Notes due 2025 (the “**2025 Notes**”) governed by the indenture, dated as of April 27, 2020 (as heretofore supplemented and amended, the “**2025 Notes Indenture**”), among, *inter alia*, the Co-Issuers, The Bank of New York Mellon, as trustee and notes US collateral agent, and BNY Trust Company of Canada, as notes Canadian collateral agent, and (iv) 6.500% Senior Notes due 2028 (the “**2028 Notes**” and, together with the 2027 Notes, the 2029 Notes and the 2025 Notes, the “**Notes**”; and each, a “**series of Notes**”) governed by the indenture, dated as of October 7, 2020 (as heretofore supplemented and amended, the “**2028 Notes Indenture**” and, together with the 2027 Notes Indenture, the 2029 Notes Indenture and the 2025 Notes Indenture, the “**Indentures**”), among, *inter alia*, the Co-Issuers and the Trustee.

All capitalized terms used herein but not defined in this Consent Solicitation Statement (as the same may be amended or supplemented from time to time, this “**Statement**”) have the meaning ascribed to them in the Indentures, as applicable.

As previously disclosed on November 2, 2023, Cedar Fair and Six Flags Entertainment Corporation (“**Six Flags**”), *inter alia*, have entered into a definitive merger agreement (as amended, supplemented or otherwise modified from time to time, the “**Merger Agreement**”) to combine in a merger of equals transaction (the “**Merger**”). The obligations of Cedar Fair, Six Flags and the other parties to the Merger Agreement to consummate the Merger in accordance with the terms thereof are not conditioned on a successful completion of the Consent Solicitation. The Merger will not constitute a Change of Control under and as defined in the Indentures.

In connection with the Merger, the Co-Issuers are soliciting Consents from Holders of each series of Notes to amend the Indentures with respect to each such series of Notes to permit the Co-Issuers to select November 2, 2023, the date the Merger Agreement was entered into, as the date of determination for purposes of calculating, with respect to the Merger and related transactions, any and all ratio tests under the Indentures (the “**Proposed Amendments**”), including (i) the 5.50 to 1.00 Total Indebtedness to Consolidated Cash Flow Ratio test, (ii) in the case of the 2027 Notes Indenture, the 2029 Notes Indenture and the 2028 Notes Indenture, the 3.75 to 1.00 Consolidated Secured Indebtedness Leverage Ratio test, and (iii) in the case of the 2025 Notes Indenture, the 3.75 to 1.00 Consolidated First Lien Leverage Ratio test, each of which is satisfied when tested on November 2, 2023. Specifically, as of September 24, 2023 (the relevant date of determination when using a November 2, 2023 testing date), the Total Indebtedness to Consolidated Cash Flow Ratio was 4.32 to 1.00 and, after giving pro forma effect to the Merger, the Total Indebtedness to Consolidated Cash Flow Ratio would have been 4.81 to 1.00. As of September 24, 2023, the

Consolidated Secured Indebtedness Leverage Ratio and Consolidated First Lien Leverage Ratio were each 1.87 to 1.00 and, after giving pro forma effect to the Merger, the Consolidated Secured Indebtedness Leverage Ratio and Consolidated First Lien Leverage Ratio would have been 1.82 to 1.00. See “The Consent Solicitation—Purpose and Effect of the Consent Solicitation.” Selecting November 2, 2023, as the date of determination for purposes of calculating any and all ratio tests under the Indentures will align the date of determination under the Indentures with the date of determination under the indentures governing Six Flags’ outstanding notes.

Consummation of the Merger is expected to occur in the first half of 2024, however, no assurance is made as to the timing or likelihood of completion of the Merger, which is conditioned upon, among other things, the approval of the Merger Agreement by the affirmative vote of holders of a majority of all outstanding shares of Six Flags’ common stock at a meeting of Six Flags’ stockholders held for such purpose, the expiration of the applicable waiting period (and any extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, the absence of injunctions or other governmental restraints preventing the consummation of the Merger and other customary closing conditions. If payable, any Consent Payment will be paid upon or immediately prior to consummation of the Merger, and the Proposed Amendments will not become operative unless we make the Consent Payment.

The Solicitation Agent for the Consent Solicitation is:

Goldman Sachs & Co. LLC

The date of this Statement is November 3, 2023

This Statement has not been filed with or reviewed or approved by the U.S. Securities and Exchange Commission (the “SEC”) or any other securities commission or regulator, nor has the SEC or any other commission or regulator passed upon the accuracy or adequacy of this Statement. Any representation to the contrary is unlawful and may be a criminal offense.

If the Holders of a majority in aggregate principal amount outstanding of a series of Notes (the “**Required Consents**”) validly deliver Consents (in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof) to the Proposed Amendments and do not validly revoke such Consents prior to the Revocation Deadline (as defined below), and all other conditions have been satisfied or waived by us on or prior to the Expiration Date, we expect that the Co-Issuers, the guarantors party to the Indentures (the “**Guarantors**”) and the Trustee will execute one or more supplemental indentures (the “**Supplemental Indentures**”) effecting the Proposed Amendments with respect to such series of Notes (such time of execution, the “**Consent Effective Time**”). The Supplemental Indentures will be effective immediately upon execution thereof as to all Holders of such series of Notes, whether or not a Holder delivered a Consent. The Proposed Amendments will not, however, become operative with respect to any such series of Notes until the Consent Payment for such series of Notes has been paid, which we expect to occur (if at all) upon or immediately prior to consummation of the Merger.

Following the Consent Effective Time, the Co-Issuers will pay, upon or immediately prior to the consummation of the Merger (such date in respect of each series of Notes, as applicable, the “**Settlement Date**”), in respect of Notes of each series with respect to which the Consent Effective Time has occurred, an aggregate cash payment (the “**Consent Payment**”) of \$2.50 per \$1,000 principal amount of 2027 Notes, \$2.50 per \$1,000 principal amount of 2029 Notes, \$1.25 per \$1,000 principal amount of 2025 Notes and \$2.50 per \$1,000 principal amount of 2028 Notes, in each case for the benefit of the Holders of such series of Notes on the Record Date that have validly delivered a Consent to the Proposed Amendments on or prior to the Expiration Date and not validly revoked their Consent prior to the Revocation Deadline. If the Required Consents with respect to a series of Notes are not delivered, no Holder of such series of Notes will be eligible to receive the Consent Payment, including Holders who have validly delivered their Consent. The Consent Payment will be made by the Co-Issuers for the benefit of the Holders who delivered (and did not revoke) such valid Consents to the Proposed Amendments with respect to the series of Notes for which Required Consents were obtained. Holders of Notes for which no Consent is delivered will not be entitled to receive the Consent Payment, even though the Proposed Amendments, once effective, will bind all Holders of such series of Notes and their transferees. See “The Consent Solicitation—Consent Payment.” No Consent Payment will be payable with respect to a series of Notes unless the Required Consents are delivered in the Consent Solicitation for such series of Notes at or prior to the Expiration Date, the other conditions described herein have been satisfied or waived by us and the Supplemental Indenture is executed and delivered with respect to such series of Notes by the parties thereto.

With respect to each series of Notes, the earlier to occur of the Consent Effective Time and the Expiration Date is referred to herein as the “**Revocation Deadline**.” Consents may be validly revoked at any time prior to the Revocation Deadline, but not thereafter. Consents to the Proposed Amendments with respect to each series of Notes shall not be revoked at any time after the applicable Revocation Deadline, even if the Expiration Date is later than such Revocation Deadline. Promptly after the Revocation Deadline, the Co-Issuers will notify DTC (as defined below) of the occurrence of the Revocation Deadline and that Consents shall not be revoked after the Revocation Deadline.

Subject to applicable law, the Co-Issuers expressly reserve the right to amend, extend or terminate the Consent Solicitation, or waive any unsatisfied conditions (other than the Required

Consents Condition) to the Consent Solicitation, in each case, in accordance with the terms set forth in this Statement, without extending the Expiration Date. Any such waiver of a condition may be with respect to all series of Notes or may be with respect to certain series of Notes, at the discretion of the Co-Issuers.

As of the date of this Statement, all of the Notes were Global Securities under the Indenture and the Depository is DTC. The outstanding principal amount of each series of Notes as of November 3, 2023 is set forth on the cover of this Statement.

The record date for the Consent Solicitation (the “**Record Date**”) is 5:00 p.m., New York City time, on November 2, 2023. We reserve the right to establish from time to time any new date as the Record Date and, thereupon, any such new date will be deemed to be the “**Record Date**” for purposes of the Consent Solicitation.

Any questions or requests for assistance concerning the Consent Solicitation may be directed to Goldman Sachs & Co. LLC, the solicitation agent in connection with the Consent Solicitation (the “**Solicitation Agent**”), at its address and telephone number set forth on the last page of this Statement. Requests for additional copies of this Statement may be directed to Global Bondholder Services Corporation, the information agent (in such capacity, the “**Information Agent**”) and the tabulation agent (in such capacity, the “**Tabulation Agent**”) at the address and telephone numbers set forth on the last page of this Statement.

None of the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent, the Tabulation Agent, the Trustee or any of their respective directors, officers, employees, agents or affiliates makes (x) any recommendation as to whether Holders should deliver Consents in response to the Consent Solicitation or (y) any representations or warranties in connection with the Proposed Amendments. Each Holder must make its own decision (and consult its own legal, investment and tax advisors) as to whether to deliver Consents.

IMPORTANT INFORMATION REGARDING THE CONSENT SOLICITATION

This Statement contains important information. You should read this Statement in its entirety before you make any decision with respect to the Consent Solicitation.

Recipients of this Statement should not construe the contents hereof as legal, business or tax advice. Each recipient should consult its own attorney, business advisor and tax advisor as to legal, business, tax and related matters concerning the Consent Solicitation.

The principal purpose of the Consent Solicitation is to obtain Consents to authorize the Proposed Amendments. The Consent of the Holders of a majority in aggregate principal amount outstanding of any series of Notes is required to authorize the Proposed Amendments in respect of the Indenture for such series of Notes. Following the receipt of the Required Consents for any such series of Notes and the satisfaction or waiver by the Co-Issuers of all other conditions to the Consent Solicitation, it is expected that the Co-Issuers, the Guarantors and the Trustee will execute the Supplemental Indentures effecting the Proposed Amendments with respect to such series of Notes. Consents to the Proposed Amendments may be revoked at any time prior to the Revocation Deadline, but not thereafter. The Supplemental Indentures will become effective immediately upon

their execution, but the Proposed Amendments will not become operative with respect to any series of Notes until the Consent Payment for such series of Notes has been paid, which we expect to occur (if at all) upon or immediately prior to consummation of the Merger.

The Consent Solicitation is being conducted in a manner eligible for use of the Automated Tender Offer Program (“**ATOP**”) of The Depository Trust Company (“**DTC**”). The Tabulation Agent will establish ATOP accounts (i.e., Contra CUSIP) on behalf of the Co-Issuers with respect to the securities held in DTC promptly after the date of this Statement. The Tabulation Agent and DTC will confirm that the Consent Solicitation is eligible for ATOP, whereby participants in DTC (“**DTC Participants**”) may make book-entry delivery of Consents by causing DTC to transfer Notes into the Contra CUSIP or electronically deliver the Consents. Deliveries of Consents are effected through the ATOP procedures by delivery of an Agent’s Message (as defined below) by DTC to the Tabulation Agent. The confirmation of a book-entry transfer into the ATOP account at DTC is referred to as a “**Book- Entry Confirmation.**” Delivery of required documents to DTC does not constitute delivery to the Tabulation Agent.

DTC is expected to grant the assignment of consents authorizing DTC Participants to deliver an Agent’s Message. The term “**Agent’s Message**” means a message transmitted by DTC and received by the Tabulation Agent, which states that DTC has received an express acknowledgment from the DTC Participant delivering Consents that such DTC Participant (i) has received and agrees to be bound by the terms of the Consent Solicitation as set forth in this Statement and that the Co-Issuers may enforce such agreement against such participant, and (ii) consents to the Proposed Amendments and the execution and delivery of the applicable Supplemental Indenture as described in this Statement.

CONSENTS MUST BE ELECTRONICALLY DELIVERED IN ACCORDANCE WITH DTC’S ATOP PROCEDURES. UNDER NO CIRCUMSTANCES SHOULD ANY HOLDER DELIVER ANY NOTES.

Holders residing outside the United States who wish to deliver a Consent must satisfy themselves as to their full observance of the laws of the relevant jurisdiction in connection therewith. If the Co-Issuers become aware of any state or foreign jurisdiction where the Consent Solicitation is prohibited, the Co-Issuers will make a good faith effort to comply with the requirements of any such state or foreign jurisdiction. If, after such effort, the Co-Issuers cannot comply with the requirements of any such state or foreign jurisdiction, the Consent Solicitation will not be made to (and Consents will not be accepted from or on behalf of) Holders in such state or foreign jurisdiction.

The Co-Issuers reserve the right, subject to applicable law, in their discretion, to (1) extend or terminate the Consent Solicitation at any time or (2) otherwise amend the Consent Solicitation in any respect.

Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Consent Solicitation. Accordingly, beneficial owners wishing to participate in the Consent Solicitation should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the time by which such owner must take

action in order to participate. See “The Consent Solicitation—Procedures for Delivering Consents.”

Holders of Notes that do not deliver valid Consents to the Proposed Amendments on or prior to the Expiration Date or validly revoke such Consents prior to the Revocation Date will not be entitled to receive the Consent Payment.

Only Holders of record as of the Record Date, or their duly designated proxies, including, for the purposes of the Consent Solicitation, DTC Participants, may submit a Consent. A duly delivered and not validly revoked Consent shall bind the Holders executing the same and any subsequent registered holder or transferee of the Notes to which such Consent relates.

The delivery of a Consent will not affect a Holder’s right to sell or transfer the Notes. The transfer of Notes after the Record Date will not have the effect of revoking any Consent theretofore validly given by a Holder, and each Consent validly given will be counted notwithstanding any transfer of the Notes to which such Consent relates, unless the procedures described herein for revoking such Consent have been complied with.

THIS STATEMENT DOES NOT CONSTITUTE A SOLICITATION OF CONSENTS IN ANY JURISDICTION IN WHICH, OR TO OR FROM ANY PERSON TO OR FROM WHOM, IT IS UNLAWFUL TO MAKE SUCH SOLICITATION UNDER APPLICABLE FOREIGN, FEDERAL OR STATE SECURITIES LAWS.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS STATEMENT AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CO-ISSUERS. THE DELIVERY OF THIS STATEMENT AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

THIS STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SECURITIES DESCRIBED OR OTHERWISE REFERRED TO IN THIS STATEMENT.

IMPORTANT DATES AND TIMES

Holders of Notes should carefully review the following dates in connection with the Consent Solicitation. The descriptions below under the header “Event” do not describe all of the details of the Consent Solicitation, and Holders are urged to read the more detailed information contained in this Statement.

<u>Date</u>	<u>Calendar Date and Time</u>	<u>Event</u>
Record Date	5:00 p.m., New York City time, on November 2, 2023.	The date and time for the determination of Holders entitled to give Consents pursuant to the Consent Solicitation.
Launch Date	November 3, 2023.	Commencement of the Consent Solicitation upon the terms and subject to the conditions set forth in this Statement. Commencement will be announced by the issuance of a press release through a widely disseminated news or wire service.
Consent Effective Time	With respect to any series of Notes, the time and date of the receipt of the Required Consents, the satisfaction or waiver by the Co-Issuers of all other conditions to the Consent Solicitation and the execution of the Supplemental Indenture.	The time at which the Proposed Amendments become effective for each and every Holder of such series of Notes, whether or not such Holder delivered a Consent. The Consent Effective Time may be at, prior to or following the Expiration Date.
Revocation Deadline	With respect to any series of Notes, the earlier to occur of the Expiration Date and the Consent Effective Time.	The last date and time for Holders to validly revoke Consents that have been previously delivered.
Expiration Date	With respect to any series of Notes, 5:00 p.m., New York City time, on November 9, 2023, unless extended or earlier terminated by the Co-Issuers in their discretion, subject to applicable law.	The date and time by which Holders of a series of Notes must deliver their Consents.

Settlement Date

A date (if any) upon or immediately prior to the consummation of the Merger (if at all) and following the Consent Effective Time with respect to each applicable series of Notes.

The date we will pay the Consent Payment with respect to each applicable series of Notes, subject to the conditions set forth in this Statement.

TABLE OF CONTENTS

IMPORTANT INFORMATION REGARDING THE CONSENT SOLICITATION.....v
IMPORTANT DATES AND TIMES..... viii
SUMMARY1
SOLICITATION CONSIDERATIONS6
CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS.....8
INFORMATION ABOUT CEDAR FAIR9
THE CONSENT SOLICITATION.....10
THE PROPOSED AMENDMENTS22
FEES AND EXPENSES25
CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS26
INCORPORATION BY REFERENCE33
MISCELLANEOUS34

SUMMARY

This Statement contains important information that should be read carefully before any decision is made with respect to the Consent Solicitation.

The following summary is provided solely for the convenience of the Holders of the Notes. This summary is not intended to be complete and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere in this Statement. Capitalized terms used in this summary and not defined herein have the meaning given to them elsewhere in this Statement.

Co-Issuers.....	Cedar Fair, L.P. Canada's Wonderland Company Magnum Management Corporation Millennium Operations LLC
The Notes	\$500,000,000 5.375% Senior Notes due 2027 (CUSIP No. 150190AB2; ISIN No. US150190AB26) \$500,000,000 5.250% Senior Notes due 2029 (CUSIP No. 150190AE6; ISIN No. US150190AE64) (CUSIP No. 150190AC0; ISIN No. US150190AC09) \$1,000,000,000 5.500% Senior Secured Notes due 2025 (CUSIP No. 150190AF3; ISIN No. US150190AF30) (CUSIP No. U12589AC8; ISIN No. USU12589AC86) \$300,000,000 6.500% Senior Notes due 2028 (CUSIP No. 150190AK2; ISIN No. US150190AK25)
Listing	The Notes are not listed on any exchange.
The Consent Solicitation.....	The Co-Issuers are soliciting Consents from Holders of the Notes to effect the Proposed Amendments. The Proposed Amendments will establish November 2, 2023 as the date of determination with respect to ratios to be calculated under the Indentures in connection with the Merger and transactions related thereto. For the actual text of the Proposed Amendments, see "The Proposed Amendments—Proposed Amendments to the Indentures." Following the receipt of the Required Consents for any series of Notes and the satisfaction or waiver by us of all other conditions, we expect that the Co-Issuers, the Guarantors and the Trustee will execute the

Supplemental Indenture to effect the Proposed Amendments with respect to each such series of Notes.

Each Supplemental Indenture will be effective immediately upon execution thereof. The Proposed Amendments will not become operative with respect to any series of Notes until the Consent Payment for such series of Notes has been paid, which we expect to occur (if at all) upon or immediately prior to consummation of the Merger.

Conditions Consummation of the Consent Solicitation is subject to and conditioned upon the satisfaction of the Required Consents Condition, the Concurrent Consents Condition and the General Conditions for such series of Notes on or prior to the Expiration Date. There is no assurance that the Merger will be consummated or, therefore, that Holders who have validly delivered and not validly revoked Consents will receive the Consent Payment. The Co-Issuers may, in their discretion, waive any of these conditions (other than the Required Consents Condition).

Record Date The record date for the Consent Solicitation is 5:00 p.m., New York City time, on November 2, 2023. Such date has been fixed by us as the date for the determination of Holders entitled to give Consents pursuant to the Consent Solicitation. We reserve the right to establish, from time to time but in all cases prior to receipt of the Required Consents, any new date as the “record date”, and thereupon, any such new date will be deemed to be the record date for purposes of the Consent Solicitation.

Consent Effective Time With respect to any series of Notes, the time and date of the receipt of the Required Consents, the satisfaction or waiver by the Co-Issuers of all other conditions to the Consent Solicitation and the execution of the Supplemental Indenture.

Expiration Date With respect to any series of Notes, the Expiration Date for the Consent Solicitation will be 5:00 p.m., New York City time, on November 9, 2023, unless extended with respect to such series of Notes by the Co-Issuers in their discretion. See “The Consent Solicitation—Expiration Date; Extensions; Termination.”

Required Consents The Consent of the Holders of a majority in aggregate principal amount outstanding of a series of Notes is

	required to effect the Proposed Amendments with respect to such series of Notes.
Termination of and Amendments to the Consent Solicitation	With respect to any series of Notes, the Co-Issuers expressly reserve the right, in their discretion, subject to applicable law, to terminate the Consent Solicitation, and otherwise to amend the terms of the Consent Solicitation in any respect. Any amendment or termination of the Consent Solicitation with respect to a series of Notes will be promptly followed by public announcement thereof. With respect to any series of Notes, if the Co-Issuers make a material change in the terms of the Consent Solicitation or the information concerning the Consent Solicitation or waive a material condition of the Consent Solicitation, the Co-Issuers will, to the extent required by applicable law, disseminate additional Consent Solicitation materials and extend the Expiration Date with respect to such series of Notes.
Consent Payment.....	<p>For each \$1,000 principal amount of 2027 Notes, a cash payment of \$2.50.</p> <p>For each \$1,000 principal amount of 2029 Notes, a cash payment of \$2.50.</p> <p>For each \$1,000 principal amount of 2025 Notes, a cash payment of \$1.25.</p> <p>For each \$1,000 principal amount of 2028 Notes, a cash payment of \$2.50.</p>
Eligibility for Consent Payment.....	In the event that the Consent Effective Time for a series of Notes has occurred and the conditions to the consummation of the Merger have been satisfied or waived by Cedar Fair and/or Six Flags, as applicable, the Co-Issuers will, upon or immediately prior to the consummation of the Merger, pay the Consent Payment for the benefit of the Holders for such series of Notes who validly delivered Consents to the Proposed Amendments on or prior to the Expiration Date and did not validly revoke such Consents prior to the Revocation Deadline.
Procedures for Delivery of Consents	Consents must be electronically delivered in accordance with DTC's ATOP procedures. DTC is expected to grant the assignment of consents authorizing the DTC Participants to deliver an Agent's Message. Only Holders of record as of the Record Date, or their duly designated

	<p>proxies, including, for the purposes of the Consent Solicitation, DTC Participants, may submit a Consent. Therefore, a beneficial owner of an interest in Notes held in an account of a DTC Participant who wishes a Consent to be delivered must properly instruct such DTC Participant to cause a Consent to be given in respect of such Notes.</p> <p>Consents will be accepted with respect to Notes in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.</p> <p>See “The Consent Solicitation—Procedures for Delivering Consents.”</p>
Revocation of Consents.....	<p>Revocation of Consents to the Proposed Amendments may be made at any time prior to the Revocation Deadline, but not thereafter, in accordance with DTC’s ATOP procedures. See “The Consent Solicitation—Revocation of Consents.”</p> <p>The transfer of Notes after the Record Date will not have the effect of revoking any Consent theretofore validly delivered by a Holder, and each Consent validly delivered will be counted notwithstanding any transfer of the Notes to which such Consent relates, unless the procedures described herein for revoking such Consent have been complied with.</p>
Certain U.S. Federal Income Tax Considerations.....	<p>For a discussion of certain U.S. federal income tax consequences of the Consent Solicitation to beneficial owners of the Notes, see “Certain U.S. Federal Income Tax Considerations.”</p>
Solicitation Considerations	<p>For a discussion of certain consequences in deciding whether to participate in the Consent Solicitation, see “Solicitation Considerations.”</p>
Consequences to Non-Consenting Holders	<p>Holders of Notes for which no Consent is delivered will not be entitled to receive the Consent Payment, even though the Proposed Amendments, once effective, will bind all Holders of Notes and their transferees.</p>
Solicitation Agent	<p>Goldman Sachs & Co. LLC is serving as Solicitation Agent and its contact information is listed on the back cover of this Statement.</p>

Information Agent and Tabulation Agent.....	Global Bondholder Services Corporation is serving as Information Agent and Tabulation Agent in connection with the Consent Solicitation and its contact information is listed on the back cover of this Statement.
Trustee.....	The Bank of New York Mellon
Further Information.....	You may direct questions concerning the terms of the Consent Solicitation and requests for additional copies of this Statement to the Information Agent at its address and telephone number listed on the back cover of this Statement.

SOLICITATION CONSIDERATIONS

Prior to delivering a Consent, Holders of the Notes should carefully consider the factors set forth below in addition to the other information described elsewhere in this Statement.

Adverse Effect of the Failure to Deliver Consents on Non-Consenting Holders

If the Holders of a majority in aggregate principal amount outstanding of a series of Notes validly deliver Consents to the Proposed Amendments on or prior to the Expiration Date and do not validly revoke such Consents prior to the Revocation Deadline and all other conditions to the Consent Solicitation have been satisfied or waived by the Co-Issuers, we expect that the Co-Issuers, the Guarantors and the Trustee will execute the Supplemental Indenture effecting the Proposed Amendments with respect to such series of Notes.

The Supplemental Indenture will be effective immediately upon execution thereof. Once a Supplemental Indenture is effective, all previously delivered Consents given in respect of the applicable series of Notes may not be revoked. The Proposed Amendments will not become operative with respect to any series of Notes until the Consent Payment for such series of Notes has been paid, which we expect to occur (if at all) upon or immediately prior to consummation of the Merger.

Holders of Notes for which no Consent is delivered will not be entitled to receive the Consent Payment, even though the Proposed Amendments, once effective, will bind all Holders of Notes and their transferees.

The Consummation of the Consent Solicitation is Conditional

Consummation of the Consent Solicitation is subject to and conditioned upon the Required Consents Condition, the Concurrent Consents Condition and the General Conditions. We cannot assure Holders that such conditions will be satisfied or that the Merger will be consummated or, therefore, that Holders who have validly delivered and not validly revoked Consents will receive the Consent Payment. The Co-Issuers may, in their discretion, waive any of these conditions (other than the Required Consents Condition). Any such waiver of a condition may be with respect to all series of Notes or may be with respect to certain series of Notes, at the discretion of the Co-Issuers.

Limited Ability to Revoke Consents and Certain Consequences for Consents Delivered

Consents may be validly revoked at any time prior to, but not after, the Revocation Deadline, unless required by applicable law. In addition, the Co-Issuers may, in their discretion, subject to applicable law, extend, amend or terminate the Consent Solicitation with respect to one or more series of Notes. Under the terms of the Merger Agreement, the outside date for consummation of the Merger is November 2, 2024, subject to two automatic extensions of six months each if certain regulatory closing conditions have not been satisfied. Holders who deliver Consents prior to the Expiration Date may be required to wait for an extended period of time before receiving the Consent Payment and, unless required by applicable law, will not have the ability to revoke their Consent after the Revocation Deadline.

Holders are Responsible for Assessing the Merits of the Consent Solicitation

Each Holder is responsible for assessing the merits of the Consent Solicitation. None of the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent, the Tabulation Agent, the Trustee or any of their respective directors, officers, employees, agents or affiliates has made or will make any assessment of the merits of the Consent Solicitation or of the impact of the Consent Solicitation on the interests of the Holders either as a class or as individuals, or makes any recommendation as to whether a Holder should deliver a Consent to the Proposed Amendments.

Holders are Responsible for Complying with the Procedures of the Consent Solicitation

Holders are responsible for complying with all of the procedures for submitting Consents. None of the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent, the Tabulation Agent, the Trustee or any of their respective directors, officers, employees, agents or affiliates assumes any responsibility for informing Holders of irregularities with respect to any Consent. All Consents delivered and not validly revoked by the Revocation Deadline will be irrevocable thereafter.

The Notes for which a Consent has been delivered through ATOP as part of the Consent Solicitation prior to the Expiration Date will be held under one or more temporary CUSIP numbers (i.e., Contra CUSIP) during the period beginning at the time the DTC Participant electronically delivers a Consent and ending on the earliest of (i) the date on which the DTC Participant validly revokes its Consent prior to the Revocation Deadline, (ii) the date on which the Consent Solicitation is terminated with respect to such series of Notes and (iii) the date the Consent Payment is paid with respect to such series of Notes.

Consents Submitted by Sanctions Restricted Persons Will Not be Accepted

A beneficial owner of Notes who is a Sanctions Restricted Person (as defined in “The Consent Solicitation—Procedures for Delivering Consents—Representations, Warranties and Undertakings”) may not participate in the Consent Solicitation. No consents submitted by a Sanctions Restricted Person will be accepted or counted, notwithstanding the purported delivery (and non-withdrawal or revocation) of a Consent in respect of the Consent Solicitation on or before the Expiration Date.

The Consent Solicitation May Adversely Affect the Liquidity, Market Value and Price Volatility of the Notes

There can be no assurance that the liquidity, market value and price volatility of the Notes of any series will not be adversely affected by the consummation of the Consent Solicitation or effectiveness of the Proposed Amendments.

Even if the Consent Solicitation is Approved, the Merger May Not Occur

Notwithstanding whether the Holders of Notes approve the Consent Solicitation and the Proposed Amendments, the Merger may not occur for a variety of reasons, including as a result of a failure of the conditions thereto to be satisfied. If the Merger will not occur for any reason, the Co-Issuers will not make the Consent Payment and the Proposed Amendments will not become operative.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

The information contained in this Statement and the information incorporated by reference herein include certain estimates, projections and other forward-looking statements that involve known and unknown risks and reflect our current expectations and projections about, among other things, future events, performance and prospects. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “targets,” “potential,” or “continue” or the negative of these terms or other comparable terminology. These estimates, projections, and other forward-looking statements, including our calculation of the Total Indebtedness to Consolidated Cash Flow Ratio, Consolidated Secured Indebtedness Leverage Ratio and Consolidated First Lien Leverage Ratio after giving pro forma effect to the Merger, may involve risks and uncertainties that are difficult to predict, may be beyond our control and could cause actual results to differ materially from those described in such statements. Although we believe that the expectations reflected in such forward-looking statements are reasonable, we can give no assurance that such expectations will prove to be correct. Important factors, including general economic conditions, the impacts of public health concerns, adverse weather conditions, competition for consumer leisure time and spending, unanticipated construction delays, changes in our capital investment plans and projects and other factors discussed from time to time in Cedar Fair’s reports filed with the SEC, including those set forth in Cedar Fair’s Annual Report on Form 10-K for the year ended December 31, 2022, Cedar Fair’s Quarterly Reports on Form 10-Q for the quarters ended March 26, 2023, June 25, 2023 and September 24, 2023 and in other documents Cedar Fair has previously filed with the SEC, could adversely affect our future financial performance and our growth strategies and could cause actual results to differ materially from our expectations or otherwise to fluctuate or decrease. All such estimates, projections and forward-looking statements speak only as of the date hereof. The Co-Issuers do not undertake any obligation to publicly update or revise such information. You are cautioned not to place undue reliance on the estimates, projections and other forward-looking statements in this Statement and the information incorporated by reference herein as they are based on current expectations and general assumptions and are subject to various risks, uncertainties and other factors, many of which are beyond Cedar Fair’s control. These factors may cause actual results to differ materially from the views, beliefs and estimates expressed herein.

INFORMATION ABOUT CEDAR FAIR

We are one of the largest regional amusement park operators in the world with 13 properties in our portfolio consisting of amusement parks, water parks and complementary resort facilities. We are a publicly traded Delaware limited partnership formed in 1987 and managed by Cedar Fair Management, Inc., an Ohio corporation, whose shares are held by an Ohio trust. Our parks are family-oriented, with recreational facilities for people of all ages, and provide clean and attractive environments with exciting rides and immersive entertainment. We generate revenue from sales of admission to our amusement parks and water parks, from purchases of food, merchandise and games both inside and outside our parks, and from the sale of accommodations and other extra-charge products.

Our parks operate seasonally except for Knott's Berry Farm, which is typically open daily on a year-round basis. Our seasonal parks are generally open daily from Memorial Day until Labor Day. Outside of daily operations, our seasonal parks are open during select weekends, including at most properties in the fourth quarter for Halloween and winter events. As a result, a substantial portion of our revenues from these seasonal parks are generated from Memorial Day through Labor Day with the major portion concentrated during the peak vacation months of July and August.

The demographic groups that are most important to our business are families and young people ages 12 through 24. Families are believed to be attracted by a combination of rides, live entertainment and the clean, wholesome atmosphere. Young people are believed to be attracted by the action-packed rides. We conduct active television, radio, newspaper and internet advertising campaigns in our major market areas geared toward these two groups.

THE CONSENT SOLICITATION

Purpose and Effect of the Consent Solicitation

As previously disclosed, Cedar Fair and Six Flags have entered into the Merger Agreement and expect to consummate the Merger in accordance with the terms thereof. In connection with the Merger, the Co-Issuers are soliciting Consents from Holders of each series of Notes to the Proposed Amendments. The Merger will not constitute a Change of Control under and as defined in the Indentures.

The Proposed Amendments will permit the Co-Issuers to select November 2, 2023, the date the Merger Agreement was entered into, as the date of determination for purposes of calculating, with respect to the Merger and related transactions, any and all ratio tests under the Indentures. As of September 24, 2023, the Total Indebtedness to Consolidated Cash Flow Ratio was 4.32 to 1.00 and, after giving pro forma effect to the Merger, the Total Indebtedness to Consolidated Cash Flow Ratio would have been 4.81 to 1.00. As of September 24, 2023, the Consolidated Secured Indebtedness Leverage Ratio and Consolidated First Lien Leverage Ratio were each 1.87 to 1.00 and, after giving pro forma effect to the Merger, the Consolidated Secured Indebtedness Leverage Ratio and Consolidated First Lien Leverage Ratio would have been 1.82 to 1.00.

For the actual text of the Proposed Amendments, see “The Proposed Amendments—Proposed Amendments to the Indentures.”

Consummation of the Merger is expected to occur in the first half of 2024, however, no assurance is made as to the timing or likelihood of completion of the Merger. Under the terms of the Merger Agreement, the outside date for consummation of the Merger is November 2, 2024, subject to two automatic extensions of six months each if certain regulatory closing conditions have not been satisfied. If payable, any Consent Payment will be paid on or immediately prior to consummation of the Merger, and the Proposed Amendments will not become operative with respect to a series of Notes unless we make the applicable Consent Payment.

Following the receipt of the Required Consents for any series of Notes and the satisfaction or waiver by the Co-Issuers of all other conditions, we expect that the Co-Issuers, the Guarantors and the Trustee will execute the Supplemental Indenture to effect the Proposed Amendments with respect to such series of Notes.

The Supplemental Indenture will be effective immediately upon execution thereof. Once the Supplemental Indenture is effective, any Consents given with respect to the applicable series of Notes may not be revoked.

The Proposed Amendments will not become operative with respect to any series of Notes until the Consent Payment for such series of Notes has been paid, which we expect to occur (if at all) upon or immediately prior to consummation of the Merger.

The Co-Issuers have retained the Solicitation Agent to aid in the solicitation of Consents.

Before, during or after the Consent Solicitation, whether or not the Required Consents are received, the Co-Issuers, the Guarantors or any of their respective affiliates may purchase Notes in the open market, in privately negotiated transactions, through tender or exchange offers or otherwise, upon such terms and at such prices (which could be in the form of cash or other consideration) as we may determine, which may be more or less than the prevailing market price of the Notes following consummation (or termination) of the Consent Solicitation. Any future purchases will depend on various factors at that time.

The Consent Solicitation is being made to all Holders in whose name a Note was registered at the Record Date and to their duly designated proxies.

Regardless of whether the Proposed Amendments become operative, the Notes will continue to be outstanding in accordance with all other terms of the Notes and the Indenture. The changes included in the Proposed Amendments will not alter the Co-Issuers' obligations to pay the principal of or interest on the Notes or the stated interest rate or maturity date of the Notes.

Position Regarding the Consent Solicitation

None of the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent, the Tabulation Agent, the Trustee or any of their respective directors, officers, employees, agents or affiliates makes any recommendation to any Holder whether to deliver or refrain from delivering any Consents with respect to the Notes. None of the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent, the Tabulation Agent, the Trustee or any of their respective directors, officers, employees, agents or affiliates has authorized any person to make any such recommendation. The Trustee is not responsible for and makes no representation as to the validity, accuracy or adequacy of this Statement or its content, and is not responsible for any statement of the Co-Issuers, the Guarantors or any other person in this Statement or in any document issued or used in connection with it, the Consent Solicitation or the Consents. The Trustee makes no representation as to and is not responsible for the correctness or accuracy of the CUSIP or similar numbers listed in this Statement or printed on the Notes. They are provided solely for the convenience of the Holders. Holders are urged to consult their own investment and tax advisors and make their own decisions about whether to deliver Consents.

Required Consents

The Consent of the Holders of a majority in aggregate principal amount outstanding of a series of Notes is required to effect the Proposed Amendments with respect to such series of Notes.

Consent Payment

Following the Consent Effective Time, the Co-Issuers will pay, on the Settlement Date, in respect of Notes of each series with respect to which the Consent Effective Time has occurred, the Consent Payment of \$2.50 per \$1,000 principal amount of 2027 Notes, \$2.50 per \$1,000 principal amount of 2029 Notes, \$1.25 per \$1,000 principal amount of 2025 Notes and \$2.50 per \$1,000 principal amount of 2028 Notes, in each case for the benefit of the Holders of such series of Notes on the Record Date that have validly delivered a Consent to the Proposed Amendments on or prior to the Expiration Date and not validly revoked their Consent prior to the Revocation Deadline.

Holders of Notes for which no Consent is delivered will not be entitled to receive the Consent Payment, even though the Proposed Amendments, once effective, will bind all Holders of Notes of the applicable series and their transferees.

The Co-Issuers will be deemed to have accepted valid and unrevoked Consents if and when the Co-Issuers give oral or written notice to the Tabulation Agent of the Co-Issuers' acceptance of such Consents pursuant to the Consent Solicitation. Upon the terms and subject to the conditions of the Consent Solicitation, payment of the Consent Payment will be made by Cedar Fair by deposit of the Consent Payment with DTC. Upon the deposit of the Consent Payment with DTC for the purpose of making payments of an amount equal to the Consent Payment to consenting Holders, the Co-Issuers' obligation to pay the Consent Payment shall be satisfied.

If the Consent Solicitation is abandoned or terminated for any reason, the Consents will be voided and the Consent Payment will not be paid.

Expiration Date; Extensions; Termination

The Consent Solicitation with respect to each series of Notes will expire at 5:00 p.m., New York City time, on November 9, 2023. The Co-Issuers reserve the right, in their discretion, subject to applicable law, to extend the Consent Solicitation with respect to one or more series of Notes at any time from time to time, whether or not the Required Consents have been received, by giving oral or written notice to the Tabulation Agent no later than 9:00 a.m., New York City time, on the next business day after the previously announced Expiration Date. Any such extension will be followed by notice thereof by press release or other public announcement (or by written notice to the applicable Holders). Such announcement or notice may state that the Co-Issuers are extending the Consent Solicitation for a specified period of time or on a daily basis. The failure of any Holder or beneficial owner of the Notes to receive such notice will not affect the extension of the Consent Solicitation.

The Co-Issuers expressly reserve the right for any reason, subject to applicable law, (i) to abandon, terminate or amend the Consent Solicitation with respect to any series of Notes at any time prior to the Expiration Date by giving oral or written notice thereof to the Tabulation Agent and (ii) not to extend the Consent Solicitation beyond the latest previously announced Expiration Date. Any such abandonment, termination or amendment of the Consent Solicitation by the Co-Issuers will be followed by notice thereof by press release or by other public announcement (or by written notice to the applicable Holders).

The Co-Issuers may amend or modify the terms of the Consent Solicitation in their discretion. If any amendment or modification to the terms of the Consent Solicitation is made that the Co-Issuers determine, in their discretion, is not materially adverse to the Holders of a series of Notes, then any Consents given by Holders of such series of Notes prior to the time of any such amendment or modification will remain valid and those Consents will remain effective with respect to the Consent Solicitation as so amended or modified. If any such modification or amendment is materially adverse to the Holders of a series of Notes, the Co-Issuers will disclose to such Holders promptly any such modification or amendment in a public announcement and extend the Expiration Date for a period the Co-Issuers deem, in their discretion, to be sufficient for such Holders to deliver or revoke consents. With respect to a series of Notes, if the Co-Issuers

make a material change in the terms of, or information concerning, the Consent Solicitation, the Proposed Amendments or any of the transactions described herein or waive any condition related thereto in a manner determined by the Co-Issuers, in their discretion, to result in a material change to the circumstances of the Consent Solicitation, then the Co-Issuers will disseminate additional solicitation materials and will extend the Consent Solicitation with respect to such series of Notes to the extent the Co-Issuers deem, in their discretion, to be sufficient for the applicable Holders to review such materials. The Co-Issuers may amend or modify the terms of the Consent Solicitation with respect to a series of Notes after the Consent Effective Time has occurred with respect to another series of Notes without affecting the effectiveness of the Supplemental Indenture that has been executed with respect to such other series of Notes.

Record Date

The record date for the Consent Solicitation is 5:00 p.m., New York City time, on November 2, 2023. Such date has been fixed by us as the date for the determination of Holders entitled to give Consents pursuant to the Consent Solicitation. We reserve the right to establish, from time to time but in all cases prior to receipt of the Required Consents, any new date as the Record Date, and thereupon, any such new date will be deemed to be the record date for purposes of the Consent Solicitation.

Conditions to the Consent Solicitation

Notwithstanding any other provision of the Consent Solicitation, and in addition to, and not in limitation of, the Co-Issuers' rights to extend or amend the Consent Solicitation, the Consent Solicitation with respect to each series of Notes is subject to the satisfaction of the following conditions:

- (1) the delivery of the Required Consents for such series of Notes at or prior to the Expiration Date and the execution and delivery of the Supplemental Indenture in respect of such series of Notes by the parties thereto (the “**Required Consents Condition**”);
- (2) the delivery of the Required Consents for each other series of Notes at or prior to the Expiration Date and the execution and delivery of the Supplemental Indenture in respect of each such other series of Notes by the parties thereto (the “**Concurrent Consents Condition**”); and
- (3) the General Conditions having been satisfied.

The “**General Conditions**” with respect to the Consent Solicitation will not be considered satisfied if any of the following conditions occurs (and, to the extent any such condition has occurred, has not been waived by us):

- there has been threatened or instituted or there is pending any action, suit or proceeding by any government or governmental, regulatory or administrative agency, authority or tribunal or by any other person, domestic, foreign or supranational, before any court, authority, agency or other tribunal that directly or indirectly:

- challenges or seeks to make illegal, or to delay or otherwise directly or indirectly restrain, prohibit or otherwise affect the making of, the Consent Solicitation, or otherwise relates in any manner to the Consent Solicitation; or
- in the Co-Issuers' reasonable judgment, could materially and adversely affect the business, condition (financial or otherwise), assets, income, operations or prospects of Cedar Fair and its subsidiaries, taken as a whole, or otherwise materially impair in any way the contemplated future conduct of the business of Cedar Fair and its subsidiaries, taken as a whole;
- there has occurred any of the following:
 - any general suspension of trading in, or limitation on prices for, securities on any U.S. securities or financial markets, on any national securities exchange, or in any over-the-counter market;
 - any significant adverse change in the price of securities of the Co-Issuers (including, without limitation, the Notes) in the U.S. securities or financial markets;
 - a material impairment in the U.S. trading markets for debt securities;
 - the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, whether or not mandatory;
 - the commencement or escalation of a war, armed hostilities or other international or national calamity, including, but not limited to, an act of terrorism directly or indirectly involving the United States;
 - any limitation, whether or not mandatory, by any governmental, regulatory or administrative agency or authority on, or any event that, in the Co-Issuers' reasonable judgment, could materially affect the extension of credit by banks or other lending institutions in the United States; or
 - any change or changes, or threatened change or changes, in the business, condition (financial or otherwise), assets, income, operations, prospects or share ownership of Cedar Fair and its subsidiaries, taken as a whole, that, in the Co-Issuers' reasonable judgment, has had or is reasonably expected to have a material adverse effect on Cedar Fair and its subsidiaries, taken as a whole, or on the benefits of the Consent Solicitation to the Co-Issuers.

The foregoing conditions are for the benefit of the Co-Issuers and may be asserted by them regardless of the circumstances giving rise to any such conditions, including any action or inaction by them. The Co-Issuers' failure at any time to assert any of the foregoing conditions will not be considered a waiver of their right to assert such conditions, and their right to assert a condition is an ongoing right that the Co-Issuers may assert at any time and from time to time. The Co-Issuers' determination concerning any of the events described above will be final and binding upon all

persons. There is no assurance that the Merger will be consummated or, therefore, that Holders who have validly delivered and not validly revoked Consents will receive the Consent Payment. The Co-Issuers reserve the right, subject to applicable law, in their discretion, to waive any of the conditions (other than the Required Consents Condition), in whole or in part, at any time and from time to time. Any such waiver of a condition may be with respect to all series of Notes or may be with respect to certain series of Notes, at the discretion of the Co-Issuers.

Failure to Obtain the Required Consents

If the Required Consents for a series of Notes are not delivered, no Holder of such series of Notes, including Holders who have validly delivered their Consents, will be eligible to receive the Consent Payment for such series of Notes, the Supplemental Indenture will be not executed with respect to such series of Notes and the Proposed Amendments will not become operative with respect to such series of Notes.

Procedures for Delivering Consents

All questions as to the validity, form and eligibility (including time of receipt) regarding the consent procedures will be determined by the Co-Issuers in their discretion, which determination will be conclusive and binding subject only to the rights of the Trustee to accept satisfactory evidence of such consents. The Co-Issuers reserve the right to reject any or all Consents that are not in proper form or the acceptance of which could, in the reasonable opinion of the Co-Issuers, or their counsel, be unlawful. The Co-Issuers also reserve the right, subject only to the rights of the Trustee to accept satisfactory evidence of such Consents, to waive any defects or irregularities in connection with deliveries of particular Consents. Unless waived by the Co-Issuers, any defects or irregularities in connection with deliveries of Consents must be cured within such time as the Co-Issuers determine. None of the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent, the Tabulation Agent, the Trustee or any of their respective directors, officers, employees, agents or affiliates or any other person shall be under any duty to give any notification of any such defects or irregularities or waiver, nor shall any of them incur any liability for failure to give such notification. Deliveries of Consents will not be deemed to have been made until any irregularities or defects therein have been cured or waived by us. The Co-Issuers' interpretations of the terms and conditions of the Consent Solicitation shall be conclusive and binding.

Consents will be accepted with respect to Notes in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

In order to provide a Consent, each person who is shown in the records of the clearing and settlement systems of DTC as a Holder of the Notes must submit, at or prior to the Expiration Date, a Consent in the applicable manner described below. The Co-Issuers will accept Consents given in accordance with the customary procedures of DTC's ATOP.

A beneficial owner of an interest in Notes held in an account of a DTC Participant who wishes a Consent to be delivered must properly instruct such DTC Participant to cause a Consent to be given in respect of such Notes.

Holders of Notes who do not deliver valid and unrevoked Consents to the Proposed Amendments on or prior to the Expiration Date will not be entitled to receive the Consent Payment.

As of the date of this Statement, all of the Notes were Global Securities under the Indenture and the Depository is DTC.

CONSENTS MUST BE ELECTRONICALLY DELIVERED IN ACCORDANCE WITH DTC'S ATOP PROCEDURES.

The registered ownership of a Note as of the Record Date shall be proved by the Trustee, as registrar of the Notes. The ownership of Notes held through DTC by DTC Participants shall be established by a DTC security position listing provided by DTC as of the Expiration Date.

How to Consent

The Consent Solicitation is being conducted in a manner eligible for use of DTC's ATOP. At the date of this Statement, all of the Notes are registered in the name of the nominee of DTC. In turn, the Notes are recorded on DTC's books in the names of DTC Participants who hold Notes either for themselves or for the ultimate beneficial owners. In order to cause Consents to be delivered, DTC Participants must electronically deliver a Consent by causing DTC to temporarily transfer and surrender their Notes to the Tabulation Agent in accordance with DTC's ATOP procedures. By making such transfer, DTC Participants will be deemed to have delivered a Consent with respect to any Notes so transferred and surrendered. DTC will verify each temporary transfer and surrender of Notes and confirm the electronic delivery of a Consent by sending an Agent's Message to the Tabulation Agent.

Holders desiring to deliver their Consents prior to the Expiration Date should note that they must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such respective date. Consents not received by the Tabulation Agent prior to the Expiration Date will be disregarded and of no effect.

Representations, Warranties and Undertakings

By delivering a Consent in accordance with DTC's ATOP procedures, the Holder is deemed to represent, warrant and undertake to the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent, the Tabulation Agent and the Trustee that:

- the Holder has received and reviewed this Statement and understands that the Holder is consenting to the Proposed Amendments with respect to its Notes upon the terms and subject to the conditions set forth in this Statement;
- the Holder authorizes, directs and requests the execution and delivery, including by the Trustee, of the Supplemental Indenture to give effect to the Proposed Amendments; and the Holder acknowledges that the delivery of a Consent in accordance with DTC's ATOP procedures constitutes the Holder's written consent to the Proposed Amendments;

- the Holder acknowledges that the Holder has reviewed the restrictions set forth in this Statement, and that such Holder's participation does not conflict with such restrictions;
- the Holder acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of the Holder and the Consents given by the Holder in respect of its Notes will be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the Holder and will not be affected by, and shall survive, the death or incapacity of the Holder;
- the Holder acknowledges that the Holder is solely liable for any taxes and similar or related payments imposed on the Holder under the laws of any applicable jurisdiction as a result of the Holder's participation in the Consent Solicitation and agrees that the Holder will not and does not have any right of recourse (whether by way of reimbursements, indemnity or otherwise) against the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent, the Tabulation Agent, or the Trustee or any other person in respect of such taxes;
- the Holder does hereby release and forever discharge the Trustee, its employees, officers, directors and affiliates and agents, and predecessors and successors of the foregoing, of and from any and all manner of actions, causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or in equity arising from and relating to the execution of the Supplemental Indenture to give effect to the Proposed Amendments and any transactions contemplated in connection with the Consents and the Consent Solicitation;
- the Holder empowers, authorizes and requests the Trustee to do all such other things as may be necessary or expedient to carry out and give effect to the Consents or the Consent Solicitation;
- the Holder declares and acknowledges that none of the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent the Tabulation Agent and the Trustee will be held responsible for any liabilities or consequences arising as a result of acts taken by any of them pursuant to the terms of the Consent Solicitation or this Statement;
- the Holder declares and acknowledges that none of the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent, the Tabulation Agent or the Trustee or any of their respective directors, officers, employees, agents or affiliates makes any recommendation as to whether a Holder of the Notes should consent to the Proposed Amendments;
- this Statement and the transactions contemplated hereby will not be deemed to be investment advice or a recommendation as to a course of conduct by any of the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent, the

Tabulation Agent or the Trustee or any of their respective directors, officers, employees, agents or affiliates;

- in delivering a Consent in accordance with DTC's ATOP procedures the Holder has made an independent investment decision in consultation with its own agents and professionals;
- the Holder declares and acknowledges that he/she is not (a) a person that is, or is owned or controlled by a person that is, described or designated as a "specially designated national" or "blocked person" in the most current U.S. Treasury Department list of "Specially Designated National and Blocked Persons" or an entity included in the Sectoral Sanctions Identifications List or in the European Union and/or UK Consolidated Lists of financial sanctions; (b) a person that is organized, resident or located in a country or territory subject to comprehensive or country-wide economic sanctions; (c) currently subject to, or in violation of, any sanctions under (x) the laws and regulations that have been officially published and are administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State), or any enabling legislation or executive order relating thereto; or (y) any equivalent sanctions or measures officially published and imposed by the European Union, any member state of the European Union, the United Kingdom, the United Nations or any other relevant sanctions authority, including sanctions imposed against certain states, organizations and individuals under the European Union's Common Foreign and Security Policy; or (d) a person acting for or on behalf of any of the foregoing parties (each, a "**Sanctions Restricted Person**"). The representation set out above is not given to any person if and to the extent that it is or would be unenforceable by reason of breach of, or would result in a violation of, or conflict with, Council Regulation (EC) No 2271/96 of 22 November 1996 (the "**Blocking Regulation**") (or any law or regulation implementing the Blocking Regulation in any member state of the European Union) or (ii) the Blocking Regulation as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

No Letter of Transmittal or Consent Form

No consent form or letter of transmittal needs to be executed in relation to a Consent Solicitation or the Consents. The valid electronic delivery of Consents through the temporary transfer and surrender of existing Notes in accordance with DTC's ATOP procedures shall constitute a written consent to the Consent Solicitation.

Book-Entry Transfer

The Tabulation Agent will establish ATOP accounts (i.e., Contra CUSIP) on behalf of the Co-Issuers with respect to the securities held in DTC promptly after the date of this Statement. The Tabulation Agent and DTC will confirm that the Consent Solicitation is eligible for ATOP, whereby DTC Participants may make book-entry delivery of Consents by causing DTC to transfer Notes into the Contra CUSIP or electronically deliver the Consents. Deliveries of Consents are

effected through the ATOP procedures by delivery of an Agent's Message by DTC to the Tabulation Agent.

The Notes for which a Consent has been delivered through ATOP as part of the Consent Solicitation prior to the Expiration Date will be held under one or more temporary CUSIP numbers (i.e., Contra CUSIP) during the period beginning at the time the DTC Participant electronically delivers a Consent and ending on the earliest of (i) the date on which the DTC Participant validly revokes its Consent, (ii) the date on which the Consent Solicitation is terminated with respect to such series of Notes and (iii) the date the Consent Payment is paid with respect to such series of Notes.

The delivery of a Consent will not affect a Holder's right to sell or transfer the Notes. The transfer of Notes after the Record Date will not have the effect of revoking any Consent theretofore validly given by a Holder, and each Consent validly given will be counted notwithstanding any transfer of the Notes to which such Consent relates, unless the procedures for revoking Consents described herein have been complied with.

Revocation of Consents

Each Holder who delivers a Consent pursuant to the Consent Solicitation will agree that: (a) it will not revoke its Consent after the Revocation Deadline and (b) until the Revocation Deadline, it will not revoke its Consent except in accordance with the conditions and procedures for revocation of Consents provided below. Each properly delivered Consent will be counted, notwithstanding any transfer of the Notes to which such Consent relates, unless the procedure for revocation of Consents provided below has been followed. The Co-Issuers will make prompt public disclosure by press release of the occurrence of the Expiration Date.

Prior to the Revocation Deadline, but not thereafter, any Holder may revoke any Consent given as to its Notes or any portion thereof, in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. A Holder desiring to revoke a Consent must deliver a revocation of such Consent in the form described below, indicating such Holder's revocation of Consent and the total principal amount of Notes that such Holder holds to which the revocation relates. A revocation of a Consent may only be rescinded by the delivery of a new Consent, in accordance with the procedures herein described by the Holder who delivered such revocation.

A Holder may revoke a Consent only if such revocation complies with the provisions of this Statement. A beneficial owner of Notes who is not the Holder as of the Revocation Deadline of such Notes must instruct the Holder as of the Revocation Deadline of such Notes to revoke any Consent already given with respect to such Notes.

The Co-Issuers reserve the right to contest the validity of any revocation and all questions as to the validity (including time of receipt) of any revocation will be determined by the Co-Issuers in their discretion, which determination will be conclusive and binding subject only to the rights of the Trustee to accept satisfactory evidence of such consents.

All revocations of Consents must be delivered in accordance with the customary procedures of DTC's ATOP. None of the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent, the Tabulation Agent or the Trustee or any of their respective directors,

officers, employees, agents or affiliates or any other person will be under any duty to give notification of any defects or irregularities with respect to any revocation nor shall any of them incur any liability for failure to give such notification.

Once the Supplemental Indenture is executed with respect to a particular series of Notes, any Consents given with respect to such Supplemental Indenture may not be revoked.

Solicitation Agent

The Co-Issuers have retained Goldman Sachs & Co. LLC as Solicitation Agent. The Solicitation Agent will solicit Consents and will receive a customary fee for such services and reimbursement of its expenses. The Co-Issuers have agreed to indemnify the Solicitation Agent and certain related persons against certain liabilities in connection with the Consent Solicitation.

In connection with the Merger, Goldman Sachs & Co. LLC is serving as financial advisor to Six Flags and will receive a customary fee for such services. In addition, an affiliate of Goldman Sachs & Co. LLC has committed to provide Cedar Fair and Six Flags with a 364-day senior secured bridge facility (the “**Facility**”) in connection with the Merger in the event the Consent Solicitation in respect of each series of Notes is not obtained. These commitments will be reduced by the aggregate principal amount of each series of Notes for which the Consent Effective Time has occurred. Such affiliate will receive customary commitment fees in connection with its commitment under the Facility and, in the event that any borrowings are made under the Facility, certain additional funding and other fees.

The Solicitation Agent and its affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Co-Issuers, the Guarantors or any of their respective affiliates. It has received, or may in the future receive, customary fees and commissions for these transactions. In addition, in the ordinary course of its business activities, the Solicitation Agent and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) of the Co-Issuers and the Guarantors for its own account and for the accounts of its customers. Such investments and securities activities may involve securities and/or instruments of the Co-Issuers, the Guarantors or any of their respective affiliates. In particular, at any time, the Solicitation Agent and its affiliates may trade the Notes for its own accounts, or for the accounts of its customers, and accordingly may hold long or short positions in the Notes. Certain of the Solicitation Agent’s affiliates that have a lending relationship with the Co-Issuers and the Guarantors routinely hedge their credit exposure to the Co-Issuers and the Guarantors consistent with their customary risk management policies. Typically, such affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the securities of the Co-Issuers and the Guarantors. The Solicitation Agent and its affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

The Solicitation Agent assumes no responsibility for the accuracy or completeness of the information contained in this Statement or for any failure by the Co-Issuers to disclose events that may affect the significance or accuracy of that information.

Information Agent and Tabulation Agent

The Co-Issuers have retained Global Bondholder Services Corporation as the Information Agent and Tabulation Agent in connection with the Consent Solicitation. As Information Agent, Global Bondholder Services Corporation will be responsible for answering questions concerning the terms of the Consent Solicitation and providing additional copies of this Statement. As Tabulation Agent, Global Bondholder Services Corporation will be responsible for collecting Consents and for receiving instructions from the Co-Issuers to accept Consents. Global Bondholder Services Corporation will receive a customary fee for such services and reimbursement of its documented and reasonable out-of-pocket expenses.

None of the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent, the Tabulation Agent, the Trustee or any of their respective directors, officers, employees, agents or affiliates makes (x) any recommendation as to whether or not Holders should deliver any Consent or (y) any representations or warranties in connection with the Proposed Amendments.

None of the Solicitation Agent, the Information Agent, the Tabulation Agent, the Trustee or any of their respective affiliates assumes any responsibility for the accuracy or completeness of the information concerning the Co-Issuers, the Guarantors or any of their respective affiliates or the Notes contained in this Statement or for any failure by the Co-Issuers to disclose events that may have occurred and may affect the significance or accuracy of that information.

THE PROPOSED AMENDMENTS

Set forth below is a summary of the Proposed Amendments to the Indentures for which the Consents of the Holders are being solicited by this Statement. Text that is proposed to be added to the Indenture is double underlined. This description does not purport to be comprehensive or definitive and is qualified by reference to the full provisions of the Supplemental Indentures, a copy of which may be obtained from the Information Agent. Capitalized terms appearing below but not defined in this section of the Statement have the meanings assigned to such terms in the applicable Indenture.

Proposed Amendments to the Indentures

The following definitions would be inserted in the correct alphabetical order in the Indenture with respect to each series of Notes:

“Limited Condition Transaction” means the business combination of Cedar Fair and Six Flags pursuant to the Merger Agreement; provided that for purposes of determining compliance with Section 4.07, the Consolidated Net Income (and any other financial defined term derived therefrom) shall not include any Consolidated Net Income of or attributable to Six Flags or any of its Subsidiaries unless and until the closing of the Limited Condition Transaction shall have actually occurred.

“Merger Agreement” means the Agreement and Plan of Merger, dated as of November 2, 2023, by and among Cedar Fair, Six Flags, CopperSteel HoldCo, Inc. and CopperSteel Merger Sub, LLC, as amended, supplemented or otherwise modified from time to time.

The following provision regarding Measuring Compliance would be added as a new Section 4.18 of the Indenture with respect to each of the 2027 Notes, the 2028 Notes and the 2029 Notes:

Section 4.18 *Measuring Compliance.*

(a) When calculating the availability under any basket or ratio under this Indenture, including, without limitation, the Consolidated Secured Indebtedness Leverage Ratio and the Total Indebtedness to Consolidated Cash Flow Ratio, in each case in connection with the Limited Condition Transaction and any actions or transactions related thereto, the date of determination of such basket or ratio and of any default or event of default blocker shall, at the option of Cedar Fair, be the date the Merger Agreement was entered into and such baskets or ratios shall be calculated on a pro forma basis after giving effect to the Limited Condition Transaction and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they occurred at the beginning of the four-quarter reference period, and, for the avoidance of doubt, (x) if any such ratios are exceeded as a result of fluctuations in such ratio (including due to fluctuations in Consolidated Cash Flow of Cedar Fair or Six Flags) at or prior to the consummation of the Limited Condition Transaction, such ratios will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the Limited Condition Transaction is permitted hereunder and (y) such ratios shall not be tested at the time of consummation of the Limited Condition Transaction or related

transactions; provided further, that if Cedar Fair elects to have such determinations occur at the time of entry into the Merger Agreement, any such transaction shall be deemed to have occurred on the date the Merger Agreement was entered and outstanding thereafter for purposes of subsequently calculating any ratios under this Indenture after the date of the Merger Agreement and before the consummation of the Limited Condition Transaction and to the extent baskets were utilized in satisfying any covenants, such baskets shall be deemed utilized, but any calculation of Consolidated Total Assets or Consolidated Net Income for purposes of other incurrences of Indebtedness or Liens or making of Restricted Payments (not related to the Limited Condition Transaction) shall not reflect the Limited Condition Transaction until it is closed.

(b) Whenever pro forma effect is to be given to any pro forma event, the pro forma calculations will be made in good faith by a responsible financial or accounting officer of Cedar Fair.

The following provision regarding Measuring Compliance would be added under a new Section 4.22 of the Indenture with respect to the 2025 Notes:

Section 4.22 *Measuring Compliance.*

(a) When calculating the availability under any basket or ratio under this Indenture, including, without limitation, the Consolidated First Lien Leverage Ratio and the Total Indebtedness to Consolidated Cash Flow Ratio, in each case in connection with the Limited Condition Transaction and any actions or transactions related thereto, the date of determination of such basket or ratio and of any default or event of default blocker shall, at the option of Cedar Fair, be the date the Merger Agreement was entered into and such baskets or ratios shall be calculated on a pro forma basis after giving effect to the Limited Condition Transaction and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they occurred at the beginning of the four-quarter reference period, and, for the avoidance of doubt, (x) if any such ratios are exceeded as a result of fluctuations in such ratio (including due to fluctuations in Consolidated Cash Flow of Cedar Fair or Six Flags) at or prior to the consummation of the Limited Condition Transaction, such ratios will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the Limited Condition Transaction is permitted hereunder and (y) such ratios shall not be tested at the time of consummation of the Limited Condition Transaction or related transactions; provided further, that if Cedar Fair elects to have such determinations occur at the time of entry into the Merger Agreement, any such transaction shall be deemed to have occurred on the date the Merger Agreement was entered and outstanding thereafter for purposes of subsequently calculating any ratios under this Indenture after the date of the Merger Agreement and before the consummation of the Limited Condition Transaction and to the extent baskets were utilized in satisfying any covenants, such baskets shall be deemed utilized, but any calculation of Consolidated Total Assets or Consolidated Net Income for purposes of other incurrences of Indebtedness or Liens or making of Restricted Payments (not related to the Limited Condition Transaction) shall not reflect the Limited Condition Transaction until it is closed.

(b) Whenever pro forma effect is to be given to any pro forma event, the pro forma calculations will be made in good faith by a responsible financial or accounting officer of Cedar Fair.

Holders, by delivery of their Consents, will also authorize the making of any and all changes to the relevant Supplemental Indenture necessary to give effect to the Proposed Amendments, including any and all conforming changes (as determined in good faith by the Co-Issuers).

By delivering a Consent, a Holder of Notes authorizes, directs and requests that the Trustee enter into the relevant Supplemental Indenture to give effect to the Proposed Amendments.

Certain Authorizations

The Supplemental Indenture will provide that, by delivery of their Consents, Holders of the Notes will authorize and direct the Trustee to enter into any and all amendments to the Indenture to permit and facilitate the Proposed Amendments, in each case, to the extent such amendment is necessary or advisable to give effect to and/or reflect the Proposed Amendments. Holders, by delivery of their Consents, will also authorize the making of any and all changes to the Indenture necessary to give effect to the Proposed Amendments.

By delivering a Consent, a Holder of the Notes authorizes, directs and requests that the Trustee enter into the relevant Supplemental Indenture to give effect to the Proposed Amendments.

FEES AND EXPENSES

We will bear all the costs of the Consent Solicitation, including the documented fees and expenses of the Information Agent and the Solicitation Agent. We will pay the Trustee reasonable and customary compensation for its services in connection with the Consent Solicitation, plus reimbursement for documented and reasonable out-of-pocket expenses. We will pay all other fees and documented and reasonable out-of-pocket expenses attributable to the Consent Solicitation, other than expenses incurred by Holders or beneficial owners of Notes.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a discussion of certain U.S. federal income tax considerations relating to the Proposed Amendments and the receipt of a Consent Payment in connection with the Consent Solicitation (collectively, the “**Note Modifications**”). It is not a complete description of all of the potential U.S. federal income tax considerations relating to the Consent Solicitation or the Note Modifications. This discussion is based on the provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), Treasury Regulations promulgated under the Code, administrative rulings and pronouncements and judicial decisions, all as in effect on the date of this Consent Solicitation Statement. Any of these authorities may be changed or subject to differing interpretations, possibly with retroactive effect, so as to result in U.S. federal income tax consequences materially and adversely different from those set forth below. No ruling has been or will be sought from the Internal Revenue Service (the “**IRS**”) regarding any tax consequences relating to the matters discussed herein. Consequently, no assurance can be given that the IRS will not assert, or that a court will not sustain, a position contrary to any of those summarized below.

This discussion applies only to Notes that are held as “capital assets” within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all U.S. federal income tax considerations that may be applicable to a holder’s particular circumstances or to a holder that may be subject to special tax rules under U.S. federal income tax laws, including, without limitation, banks, insurance companies or other financial institutions; mutual funds; individual retirement or other tax-deferred accounts; regulated investment companies; real estate investment trusts; tax-exempt entities; brokers or dealers in securities or foreign currencies; U.S. expatriates; traders in securities that elect to use a mark-to-market method of accounting for their securities holdings; U.S. Holders (as defined below) whose functional currency is not the U.S. dollar; holders that are required to accelerate the recognition of any item of gross income with respect to Notes as a result of such income being recognized on an “applicable financial statement” (as defined in the Code), holders that hold Notes as part of a hedge, straddle, conversion transaction or other integrated transaction or risk reduction transaction; partnerships or other pass-through entities (or investors in such entities); persons who acquired Notes in connection with employment or the performance of services; controlled foreign corporations; or passive foreign investment companies. In addition, this discussion does not address the alternative minimum tax, the Medicare tax on certain investment income, or FATCA (defined for this purpose as Section 1471 through 1474 of the Code, the Treasury Regulation and administrative guidance thereunder, and any intergovernmental agreements pursuant thereto).

This discussion does not address tax considerations arising under U.S. federal tax laws other than income tax laws (such as estate and gift tax laws), the laws of any non-U.S., state or local jurisdiction or any applicable tax treaty.

For purposes of this discussion, the term “U.S. Holder” means a beneficial owner of a Note that is, for U.S. federal income tax purposes: (i) an individual who is a citizen or resident of the United States; (ii) a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia; (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust that (a) is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to control all substantial decisions of the trust, or (b) has a valid election in effect under applicable Treasury

Regulations to be treated as a U.S. person. The term “Non-U.S. Holder” means a beneficial owner of a Note that is, for U.S. federal income tax purposes, an individual, corporation, estate, or trust that is not a U.S. Holder.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds a Note, the U.S. federal income tax treatment of a partner in such partnership will depend on the status of the partner and the activities of the partnership. If you are an equity holder in an entity or arrangement treated as a partnership for U.S. federal income tax purposes that holds a Note, you should consult your own tax advisor.

YOU SHOULD CONSULT YOUR TAX ADVISOR REGARDING THE APPLICATION OF U.S. FEDERAL INCOME TAX LAWS TO YOUR PARTICULAR SITUATION, AS WELL AS ANY TAX CONSEQUENCES OF THE NOTE MODIFICATIONS ARISING UNDER OTHER U.S. FEDERAL TAX RULES OR UNDER THE LAWS OF ANY STATE, LOCAL, NON-U.S. OR OTHER TAXING JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.

Effect of Note Modifications

The U.S. federal income tax consequences of the Note Modifications relating to a particular Note will depend on whether the Note Modifications with respect to such Note result in a “significant modification,” and therefore, a deemed exchange of such “old” Note (“**Deemed Old Note**”) for a “new” Note (“**Deemed New Note**”) for U.S. federal income tax purposes.

Under applicable Treasury Regulations, the modification of a debt instrument generally is “significant” if, based on all relevant facts and circumstances, and collectively taking into account (subject to certain exceptions) all modifications of such Note, the legal rights or obligations that are altered and the degree to which they are altered are “economically significant.” In addition, the applicable Treasury Regulations provide that a modification that adds, deletes or alters customary accounting or financial covenants does not give rise to a “significant modification” of the debt instrument, but there is no authority addressing the types of covenants that are considered “customary accounting or financial covenants” in this context. The applicable Treasury Regulations also provide that a change in the yield of a debt instrument is a significant modification if the yield of the modified instrument varies from the yield of the unmodified instrument, determined as of the date of the modification, by more than the greater of 25 basis points or 5% of the annual yield of the unmodified instrument. In calculating the yield of the modified debt instrument, payments made as consideration for the modification, such as a Consent Payment, are taken into account as an adjustment to the issue price of the modified debt instrument.

In the event that a Settlement Date occurs, although the issue is not free from doubt, we intend to take the position that the Proposed Amendments becoming operative for any series of Notes does not result in a deemed exchange of a Deemed Old Note for a Deemed New Note for U.S. federal income purposes because the Proposed Amendments either add, delete, or alter customary accounting or financial covenants. Depending upon when the Consent Payment for a series of Notes is paid, however, it is possible that the receipt of a Consent Payment will result in a change in yield that would be treated as a significant modification of such Notes, in which case

the holder of such Note would be deemed to exchange such Deemed Old Note for a Deemed New Note in a taxable transaction.

Due to the uncertainty with respect to whether the receipt of a Consent Payment will result in a change in yield that would be treated as a significant modification of such Notes, each result is described below in the alternative.

Tax Considerations for U.S. Holders

Tax Considerations for U.S. Holders that Receive a Consent Payment

Receipt of Consent Payment Does Not Result in a Deemed Exchange

Assuming receipt of a Consent Payment by a U.S. Holder does not result in a significant modification of a Note, a U.S. Holder of such Note (i) should not recognize any gain or loss with respect to such Notes as a result of the Note Modifications and (ii) should continue to have the same adjusted tax basis (subject to the discussion below with respect to the treatment of the Consent Payment), holding period and accrued market discount (if any) with respect to such Note as such U.S. Holder had immediately prior to the Note Modifications.

In addition, the receipt of a Consent Payment by a U.S. Holder may be characterized as either an additional payment with respect to the applicable Note or, in the case of a consenting U.S. Holder, a separate fee (taxable as ordinary income) for consenting to the Proposed Amendments relating to the applicable series of Notes. In the case of a consenting U.S. Holder, although the issue is not free from doubt, we intend to take the position that a Consent Payment is a separate fee for consenting to the Proposed Amendments relating to the applicable series of Notes and will constitute ordinary income to a consenting U.S. Holder in the full amount of the payment, without reduction by any portion of the consenting U.S. Holder's basis in the applicable Note.

U.S. Holders should consult their tax advisor regarding the U.S. federal income tax treatment to them if the receipt of a Consent Payment does not result in a significant modification of their Note and the proper U.S. federal income tax treatment of such Consent Payment.

Receipt of Consent Payment Results in a Deemed Exchange

Assuming receipt of a Consent Payment by a U.S. Holder results in a significant modification of a Note, a U.S. Holder of such Note would be deemed to exchange such Deemed Old Note for a Deemed New Note in a taxable transaction for U.S. federal income tax purposes. Such U.S. Holder generally will realize gain or, subject to the application of any wash sale rules, loss on such deemed exchange in an amount equal to the difference (if any) between the amount realized on the deemed exchange and such U.S. Holder's adjusted tax basis in the Deemed Old Notes.

Provided that the Consent Payment is treated as additional consideration in the deemed exchange (as discussed below), the amount realized by a U.S. Holder that receives a Consent Payment would equal the sum of the amount of the Consent Payment and the "issue price" of the Deemed New Notes (other than amounts treated as received with respect to accrued interest on the Deemed Old Notes, which would be taxable as ordinary interest income). The issue price of the

Deemed New Notes would depend on whether the Deemed Old Notes or the Deemed New Notes are “publicly traded” within the meaning of applicable Treasury regulations. If either the Deemed Old Notes or the Deemed New Notes are publicly traded, the issue price of the Deemed New Notes will equal the fair market value of the Deemed New Notes (if the Deemed New Notes are publicly traded) or the Deemed Old Notes (if the Deemed New Notes are not publicly traded), in each case on the date of the deemed exchange. We expect that each Deemed New Note would be considered to be “publicly traded” for U.S. federal income tax purposes and that, accordingly, the issue price of any such Deemed New Note will equal the fair market value of such Deemed New Note on the date of the exchange. The balance of this summary assumes that any such Deemed New Notes will be considered “publicly traded” for U.S. federal income tax purposes.

Subject to the application of the market discount rules discussed in the next paragraph, any gain or loss will be capital gain or loss, and will be long-term capital gain or loss if at the time of the deemed exchange, the Deemed Old Notes have been held for more than one year. The deduction of capital losses for U.S. federal income tax purposes is subject to limitations. A U.S. Holder’s holding period for a Deemed New Note will commence on the date immediately following the date of the deemed exchange, and the U.S. Holder’s initial tax basis in the Deemed New Note will be the issue price of the Deemed New Note.

If a U.S. Holder holds Deemed Old Notes acquired at a “market discount,” any gain recognized by the holder on the deemed exchange of the Deemed Old Notes would be recharacterized as ordinary interest income to the extent of accrued market discount that had not previously been included as ordinary income. Subject to a statutory *de minimis* exception, if the issue price of a Deemed New Note at the time of the deemed exchange were less than its stated principal amount, the Deemed New Note would have original issue discount for U.S. federal income tax purposes, which would be included in such U.S. Holder’s gross income on a constant yield basis in advance of the receipt of cash attributable to the discount.

In addition, the receipt of a Consent Payment by a U.S. Holder may be treated either as additional consideration received in the deemed exchange of Deemed Old Notes for Deemed New Notes or, in the case of a consenting U.S. Holder, as a separate fee for consenting to the Proposed Amendments, in which case the Consent Payment would constitute ordinary income to a consenting U.S. Holder. In such case, we intend to treat the Consent Payment as additional consideration received in the deemed exchange of Deemed Old Notes for Deemed New Notes. There can be no assurance, however, that the IRS will not successfully assert a contrary position.

U.S. Holders should consult their tax advisor regarding the U.S. federal income tax treatment to them if the receipt of a Consent Payment results in a significant modification of their Note and the proper U.S. federal income tax treatment of such Consent Payment.

Information Reporting and Backup Withholding

In general, information reporting requirements will apply to a Consent Payment to a U.S. Holder, unless such U.S. Holder is an exempt recipient. A U.S. Holder generally will be subject to U.S. federal backup withholding at the rate of 24% with respect to the receipt of a Consent Payment unless such U.S. Holder (i) comes within certain exempt categories and, when required, demonstrates this fact, (ii) provides a correct taxpayer identification number (“TIN”) and certifies

that it is not currently subject to backup withholding (generally on an IRS Form W-9), and otherwise complies with applicable requirements of the backup withholding rules, or (iii) otherwise establishes an exemption from backup withholding.

Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be credited against a U.S. Holder's tax liability, and may entitle a U.S. Holder to a refund of any excess amounts withheld, provided that the required information is timely furnished to the IRS.

Tax Considerations for U.S. Holders that Do Not Receive a Consent Payment

Although the issue is not free from doubt, we intend to take the position that the Proposed Amendments should not result in a significant modification of such Notes held by U.S. Holders, that do not receive a Consent Payment and therefore, subject to the discussion in the next paragraph, the Note Modifications generally will have no U.S. federal income tax consequences to such U.S. Holders.

As described above, holders of Notes may be deemed to have received Deemed New Notes upon the receipt of a Consent Payment. Such Deemed New Notes are expected to have the same CUSIP numbers as the same series of Notes held by U.S. Holders that do not receive a Consent Payment, but may have more original issue discount for U.S. federal income tax purposes. Because the Notes held by U.S. Holders that do not receive a Consent Payment will be indistinguishable from the Deemed New Notes of such series of Notes, it is possible that the IRS will successfully assert that such Notes have the same amount of original issue discount as the Deemed New Notes, particularly if a U.S. Holder or its transferee cannot prove that its Notes are not Deemed New Notes. In this regard, steps may be taken to facilitate treatment of all Notes of the same series as fungible for U.S. federal income tax purposes.

U.S. Holders should consult their own tax advisers regarding whether their Notes may be treated as having additional original issue discount for U.S. federal income tax purposes as a result of the fungibility of their Notes and the Deemed New Notes.

Tax Considerations for Non-U.S. Holders

Tax Considerations for Non-U.S. Holders that Receive a Consent Payment

Receipt of Consent Payment Does Not Result in a Deemed Exchange

Assuming receipt of a Consent Payment by a Non-U.S. Holder does not result in a significant modification of a Note, such Non-U.S. Holder of such Note should not be subject to any U.S. federal income tax as a result of the Note Modifications.

In addition, the receipt of a Consent Payment by a Non-U.S. Holder may be characterized as either an additional payment with respect to the applicable Note or, in the case of a consenting Non-U.S. Holder, a separate fee for consenting to the Proposed Amendments relating to the applicable series of Notes. In the case of a consenting Non-U.S. Holder, although the issue is not free from doubt, we intend to take the position that a Consent Payment is a separate fee for consenting to the Proposed Amendments relating to the applicable series of Notes. Accordingly,

we intend to withhold U.S. federal withholding tax at a rate of 30% on the full amount of a Consent Payment to a Non-U.S. Holder unless (i) the Non-U.S. Holder is engaged in the conduct of a trade or business in the United States (and, where an applicable tax treaty so provides, is also attributable to a U.S. permanent establishment maintained by you) to which the receipt of a Consent Payment is effectively connected and provides a properly executed IRS Form W-8ECI or (ii) the Non-U.S. Holder is entitled to an exemption from or reduction in such withholding under an applicable income tax treaty, and the Non-U.S. Holder provides a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E claiming such exemption or reduction. If withholding results in an overpayment of taxes, a refund or credit may be obtainable, provided that the required information is timely furnished to the IRS.

Non-U.S. Holders should consult their tax advisors regarding the U.S. federal income tax consequences to them if the receipt of a Consent Payment does not result in a significant modification of their Note and the proper U.S. federal tax treatment of such Consent Payment, including eligibility for a withholding tax exemption or reduction or availability of any refund.

Receipt of Consent Payment Results in a Deemed Exchange

Assuming receipt of a Consent Payment by a Non-U.S. Holder results in a significant modification of a Note, such Non-U.S. Holder generally would not be subject to U.S. federal income tax with respect to any gain recognized on the deemed exchange of a Note, unless (i) income from the Notes is effectively connected with such Non-U.S. Holder's conduct of a trade or business within the United States (and, where an applicable tax treaty so provides, is also attributable to a U.S. permanent establishment maintained by you) or (ii) the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the deemed exchange and certain other conditions are met.

In addition, the receipt of a Consent Payment by a Non-U.S. Holder may be treated either as additional consideration received in the deemed exchange of Deemed Old Notes for Deemed New Notes or, in the case of a consenting Non-U.S. Holder, as a separate fee for consenting to the Proposed Amendments. If the receipt of a Consent Payment by a consenting Non-U.S. Holder is treated as a separate fee for consenting to the Proposed Amendments, such payment may be subject to U.S. withholding tax at a rate of 30% on the full amount of a Consent Payment to a consenting Non-U.S. Holder unless (i) the consenting Non-U.S. Holder is engaged in the conduct of a trade or business in the United States (and, where an applicable tax treaty so provides, is also attributable to a U.S. permanent establishment maintained by you) to which the receipt of a Consent Payment is effectively connected and provides a properly executed IRS Form W-8ECI or (ii) the consenting Non-U.S. Holder is entitled to an exemption from or reduction in such withholding under an applicable income tax treaty, and the consenting Non-U.S. Holder provides a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E claiming such exemption or reduction

Although we intend to treat the Consent Payment as additional consideration received in the deemed exchange of Deemed Old Notes for Deemed New Notes, because the law is unclear, we intend to withhold taxes from the payment of the Consent Payment to a consenting Non-U.S. Holder unless an exemption or partial reduction is properly established.

Non-U.S. Holders should consult their tax advisors regarding the U.S. federal income tax consequences to them if receipt of a Consent Payment results in a significant modification of their Note and the proper U.S. federal taxes treatment of such Consent Payment, including eligibility for a withholding tax exemption or reduction or availability of any refund.

Information Reporting and Backup Withholding

Information returns will be filed with the IRS in connection with the payment of the Consent Payment and any deemed interest payments with respect to any deemed exchange of Deemed Old Notes for Deemed New Notes. Unless the Non-U.S. Holder complies with certification procedures to establish that it is not a United States person, the Non-U.S. Holder may be subject to U.S. backup withholding on any payments of the Consent Payment or deemed interest payments with respect to the Notes.

In general, backup withholding will not apply to a Consent Payment and any deemed interest payments to a Non-U.S. Holder, provided that such Non-U.S. Holder (i) provides a properly completed applicable IRS Form W-8 (which can be obtained from the Information Agent or from the IRS website at <http://www.irs.gov>) or a suitable substitute form attesting to such Non-U.S. Holder's non-U.S. status or (ii) otherwise establishes an exemption.

Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules will be allowed as a credit against a Non-U.S. Holder's U.S. federal income tax liability, and may entitle a Non-U.S. Holder to a refund of any excess amounts withheld, provided that the required information is timely furnished to the IRS.

Treatment of Non-U.S. Holders that Do Not Receive a Consent Payment

Subject to the discussion in the next paragraph, the Consent Solicitation is not expected to have any U.S. federal income tax consequences to any Non-U.S. Holders that do not receive a Consent Payment.

However, as discussed above, it is possible that the IRS will assert that the Notes have additional original issue discount for U.S. federal income tax purposes. Therefore, Non-U.S. Holders that do not receive a Consent Payment are urged to provide us with documentation necessary to exempt them from any withholding with respect to payments of interest if they have not already done so. In this regard, steps may be taken to facilitate treatment of all Notes of the same series as fungible for U.S. federal income tax purposes.

THE FOREGOING SUMMARY IS FOR GENERAL INFORMATION ONLY. YOU SHOULD CONSULT YOUR TAX ADVISOR AS TO THE SPECIFIC TAX CONSEQUENCES TO YOU OF THE ADOPTION OF THE NOTE MODIFICATIONS, INCLUDING THE APPLICABILITY AND EFFECT OF ANY U.S. FEDERAL, STATE AND LOCAL OR NON-U.S. TAX LAWS AND ANY APPLICABLE TAX TREATIES.

INCORPORATION BY REFERENCE

Cedar Fair files annual, quarterly and current reports, proxy statements and other information with the SEC under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). Such reports, registration statements, proxy statements and other information are available on the SEC’s website at <http://www.sec.gov>.

We are “incorporating by reference” certain documents (or sections thereof) that Cedar Fair has filed with the SEC under the Exchange Act, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. We incorporate by reference into this Statement the documents listed below (excluding any portions of such documents that have been “furnished” but not “filed” for purposes of the Exchange Act):

- Cedar Fair’s Annual Report on Form 10-K for the year ended December 31, 2022, including the sections of Cedar Fair’s proxy statement on Schedule 14A, dated April 13, 2023, that are incorporated by reference into Part III of its Annual Report on Form 10-K for the fiscal year ended December 31, 2023;
- Cedar Fair’s Quarterly Reports on Form 10-Q for the quarters ended March 26, 2023 (as amended on September 29, 2023), June 25, 2023 and September 24, 2023; and
- Cedar Fair’s Current Reports on Form 8-K filed on February 10, 2023, May 26, 2023, September 1, 2023 and November 2, 2023 (the first filing on such date).

Additionally, we are incorporating by reference in this Statement any other documents filed by Cedar Fair with the SEC under Section 13(a), 13(e), 14 or 15(d) of the Exchange Act (excluding any Current Reports on Form 8-K containing only Regulation FD or Regulation G disclosure furnished pursuant to Item 2.02, Item 7.01 or Item 8.01, or any comparable predecessor provision of any Current Report, unless otherwise indicated) after the date of this Statement prior to the Expiration Date.

The information contained in each of the documents listed above speaks only as of the date of such document. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded, for purposes of this Statement, to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Statement.

MISCELLANEOUS

We are not aware of any jurisdiction where the making of the Consent Solicitation is not in compliance with applicable law. If we become aware of any such jurisdiction, we will make a good faith effort to comply with applicable law or seek to have such law declared inapplicable to the Consent Solicitation. If, after such good faith effort, we cannot comply with any such law, the Consent Solicitation will not be made to Holders residing in such jurisdiction.

No person has been authorized to give any information or make any representation with respect to the Consent Solicitation on our behalf that is not contained in this Statement, and, if given or made, such information or representation should not be relied upon.

None of the Co-Issuers, the Guarantors, the Solicitation Agent, the Information Agent, the Tabulation Agent, the Trustee or any of their respective directors, officers, employees, agents or affiliates makes any recommendation to any Holder as to whether to deliver Consents. Holders must make their own decision as to whether to deliver Consents.

Any question regarding procedures for delivering Consents or request for additional copies of this Statement should be directed to the Information Agent:

The Information Agent and Tabulation Agent for this Consent Solicitation is:

Global Bondholder Services Corporation

By Mail, Hand or Overnight Delivery:

65 Broadway – Suite 404

New York, New York 10006

Banks and Brokers Call: (212) 430-3774

Call Toll-Free: (855) 654-2015

By facsimile (For Eligible Institutions only): (212) 430-3775/3779

Email: contact@gbsc-usa.com

The Solicitation Agent for this Consent Solicitation is:

Goldman Sachs & Co. LLC

200 West Street

New York, New York 10282

Attention: Liability Management Group

Collect: (212) 902-5962

Toll Free: (800) 828-3182

Email: GS-LM-NYC@gs.com