

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

**CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported) **June 21, 2017**

Six Flags Entertainment Corporation

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

1-13703

(Commission File Number)

13-3995059

(IRS Employer Identification No.)

924 Avenue J East

Grand Prairie, Texas

(Address of Principal Executive Offices)

75050

(Zip Code)

(972) 595-5000

(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Emerging Growth Company

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

Item 1.01 Entry into a Material Definitive Agreement.

On June 21, 2017, Six Flags Entertainment Corporation amended its existing senior secured credit facility (the "Amendment") to (i) reduce the interest rate on the remaining borrowings under its Term Loan B from LIBOR plus 2.25 percent to LIBOR plus 2.00 percent, (ii) renew the 1.00% prepayment premium applicable, under certain circumstances, to the Term Loan B to six months from the effective date of the Amendment, and (iii) waive certain provisions of the existing credit facility with respect to specified guarantee and collateral related requirements as set forth therein. The foregoing description of the Amendment is qualified in its entirety by reference to the complete text of the Amendment filed as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits .

(d) Exhibits

- 10.1 Third Amendment and Limited Waiver to Amended and Restated Credit Agreement, dated as of June 21, 2017, among Six Flags Entertainment Corporation, Six Flags Operations Inc., Six Flags Theme Parks Inc., the Subsidiary Guarantors (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and Wells Fargo Bank, National Association, as administrative agent
 - 99.1 Press Release of Six Flags Entertainment Corporation, dated June 21, 2017
-

SIGNATURES

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

SIX FLAGS ENTERTAINMENT CORPORATION

By: /s/ Lance C. Balk

Name: Lance C. Balk

Title: Executive Vice President and General
Counsel

Date: June 21, 2017

EXHIBIT INDEX

Exhibit No.	Description
10.1	Third Amendment and Limited Waiver to Amended and Restated Credit Agreement, dated as of June 21, 2017, among Six Flags Entertainment Corporation, Six Flags Operations Inc., Six Flags Theme Parks Inc., the Subsidiary Guarantors (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and Wells Fargo Bank, National Association, as Administrative Agent
99.1	Press Release of Six Flags Entertainment Corporation, dated June 21, 2017

**THIRD AMENDMENT AND LIMITED WAIVER TO
AMENDED AND RESTATED CREDIT AGREEMENT**

THIS THIRD AMENDMENT AND LIMITED WAIVER TO AMENDED AND RESTATED CREDIT AGREEMENT (this “Amendment”) dated as of June 21, 2017, is by and among **SIX FLAGS ENTERTAINMENT CORPORATION**, a Delaware corporation (the “Parent”), **SIX FLAGS OPERATIONS INC.**, a Delaware corporation (“Holdings”), **SIX FLAGS THEME PARKS INC.**, a Delaware corporation (the “Borrower”), the Subsidiary Guarantors listed on the signature pages hereof, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, together with its successors in such capacity, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below (the “Lenders”), and the Lenders party hereto.

RECITALS

A. The Borrower, Parent, Holdings, the Lenders, the Administrative Agent and the other agents referred to therein are parties to that certain Amended and Restated Credit Agreement dated as of June 30, 2015, as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of June 16, 2016 and that certain Second Amendment to Amended and Restated Credit Agreement, dated as of December 20, 2016 (as further amended, restated, amended and restated or otherwise modified from time to time prior to the date hereof, the “Existing Credit Agreement”, and the Existing Credit Agreement as amended or waived by this Amendment, the “Credit Agreement”), pursuant to which the Lenders have made certain financial accommodations (subject to the terms and conditions thereof) to the Borrower.

B. Six Flags Concord LLC, a California limited liability company (“SF Concord”), an indirect wholly-owned subsidiary of the Borrower, and EPR Parks, LLC, a Delaware limited liability company (“Landlord”) are party to that certain Waterworld Concord, California Sublease Agreement, dated as of April 24, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Concord Sublease Agreement” and the property leased by SF Concord thereunder, the “Concord Leased Property”).

C. SF Concord, as an indirect subsidiary of the Borrower, (a) is required, pursuant to Section 8.6(b) of the Existing Credit Agreement, to enter into (and record) a leasehold mortgage in favor of the Administrative Agent covering certain real property leased by SF Concord, including the Concord Leased Property, (b) is required, pursuant to Section 8.6(c) of the Existing Credit Agreement, to guarantee the Obligations and grant a security interest to the Administrative Agent in substantially all of SF Concord’s assets, property and interests and (c) is prohibited, pursuant to Section 9.12 of the Existing Credit Agreement, from entering into any agreement that, directly or indirectly, prohibits or restrains the granting of Liens on its Property for the benefit of the Administrative Agent and the Lenders.

D. The Concord Sublease Agreement prohibits SF Concord from directly or indirectly, creating or causing to be imposed, claimed or filed upon any of SF Concord’s assets (including the Concord Leased Property) any Lien of any nature whatsoever.

E. The Borrower has requested, and the Lenders party hereto and the Administrative Agent have agreed, on the terms and conditions set forth herein, (a) to make certain amendments to the Existing Credit Agreement and (b) to waive the requirements of Section 8.6 and Section 9.12 of the Existing Credit Agreement in respect of SF Concord and the Concord Leased Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Each capitalized term used herein but not otherwise defined herein has the meaning given such term in the Existing Credit Agreement. Unless otherwise indicated, all article, schedule, exhibit and section references in this Amendment refer to articles, schedules, exhibits and sections of the Existing Credit Agreement.

Section 2. Amendments to Existing Credit Agreement. Subject to the satisfaction or waiver in writing of each condition precedent set forth in Section 5 hereof, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Administrative Agent and the Lenders party hereto hereby consent to the following amendments to the Existing Credit Agreement:

2.1 Amendments to Section 1.01 (Defined Terms).

(a) The definition of “Agreement” is hereby amended by replacing the words “and the Second Amendment” before the period at the end thereof with the words “, the Second Amendment and the Third Amendment”.

(b) The definition of “Applicable Margin” is hereby amended by deleting clause (a) thereof in its entirety and replacing it with the following:

(a) (i) in the case of Tranche B Term Loans which are Base Rate Loans, 1.00% per annum, and (ii) in the case of Tranche B Term Loans which are Eurocurrency Loans, 2.00% per annum

(c) The definition of “Repricing Transaction” is hereby amended by replacing the words “Second Amendment Effective Date” in each place they appear with the words “Third Amendment Effective Date.”

(d) The definition of “Tranche B Term Loan Commitment” is hereby amended by (i) replacing the word “or” immediately before the words “the Second Amendment” with a comma and (ii) inserting the words “or the Third Amendment” immediately after the words “the Second Amendment”.

(e) The following definitions are hereby added to Section 1.01 of the Credit Agreement where alphabetically appropriate:

“Third Amendment”: the Third Amendment and Limited Waiver to Amended and Restated Credit Agreement, dated as of June 21, 2017, by and among Holdings, the

Parent, the Borrower, the Subsidiary Guarantors party thereto, the Administrative Agent and the Lenders party thereto.

“ Third Amendment Effective Date ”: the Effective Date (as defined in the Third Amendment), which, for the avoidance of doubt, is June 21, 2017.

2.2 Amendment to Section 5.4 (Optional Prepayments). Section 5.4 of the Existing Credit Agreement is hereby amended by replacing the words “Second Amendment Effective Date” in each place they appear with the words “Third Amendment Effective Date.”

Section 3. Limited Waiver under Existing Credit Agreement. Subject to the satisfaction or waiver in writing of each condition precedent set forth in Section 5 hereof, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Administrative Agent and the Lenders party hereto hereby (i) consent to the waiver of, solely with respect to SF Concord and the Concord Leased Property, the requirement set forth in Section 8.6(b) of the Existing Credit Agreement for SF Concord to deliver a Mortgage and the related deliverables in clauses (ii) through (v) of such Section with respect to SF Concord’s right, title and interest in and to the Concord Leased Property and (ii) if SF Concord is unable to obtain consent from Landlord to waive the restrictions set forth in the Concord Sublease Agreement which prohibit SF Concord from directly or indirectly, creating or causing to be imposed, claimed or filed upon the Concord Leased Property, or SF Concord’s assets, properties or income or any portion thereof, or upon the interest of Landlord therein, any Lien of any nature whatsoever (the “ Excluded SF Concord Property ”) after SF Concord’s use of commercially reasonable efforts to obtain such waiver (it being understood that commercially reasonable efforts shall not require the payment of additional amounts or require SF Concord to consent to material amendments (as determined by SF Concord) to the Concord Sublease Agreement), such waiver to be in form and substance reasonably satisfactory to the Administrative Agent, (A) consent to the waiver of the requirement set forth in Section 8.6(c) of the Existing Credit Agreement for SF Concord to grant a security interest and Lien in its assets, property and interests that constitute Excluded SF Concord Property, (B) agree that the Excluded SF Concord Property shall be deemed to be “Excluded Assets” (as defined in and for all purposes of the Guarantee and Collateral Agreement) and (C) agree that Section 9.12 of the Existing Credit Agreement shall not apply to SF Concord with respect to the Excluded SF Concord Property, in each case, until such time that such security interest and Lien ceases to be prohibited by the Concord Sublease Agreement. The foregoing waiver and agreements set forth above in this Section 3 shall be limited precisely as written and relate solely to the waiver of, and agreements to the modification to, the provisions of the Existing Credit Agreement and the Guarantee and Collateral Agreement in the manner and to the extent described above, and nothing in this Amendment shall be deemed to (y) constitute a waiver of compliance by any Loan Party with respect to any other term, provision or condition of the Existing Credit Agreement or any other instrument or agreement referred to therein, or (z) prejudice any right or remedy that the Administrative Agent or any Lender may have (except to the extent such right or remedy was based upon existing defaults that will not exist after giving effect to this Amendment) or may have in the future under or in connection with the Credit Agreement or any other instrument or agreement referred to therein.

For so long as the Borrower shall not meet the requirements set forth in Sections 8.6 and 9.12 of the Credit Agreement with respect to the Concord Leased Property (without giving

effect to the waiver set forth above in this Section 3), neither the Borrower nor any Subsidiary shall permit to exist any valid Mortgage with respect to the ground sub-leasehold interests of SF Concord in all or any portion of the Concord Leased Property (or any other leasehold interest in the Concord Leased Property hereafter acquired by SF Concord), other than Liens granted pursuant to the Loan Documents.

Section 4. Tranche B Term Loans.

4.1 Subject to the terms and conditions set forth herein (i) each existing Tranche B Term Loan Lender (collectively, the “Continuing Tranche B Term Loan Lenders”) that executes and delivers a Lender Addendum (Cashless Roll) in the form attached hereto as Exhibit A (a “Lender Addendum (Cashless Roll)”) agrees to continue all (or such lesser amount as notified to such Lender by the Administrative Agent prior to the Effective Date to give effect to any cash prepayment of the Tranche B Term Loans to be made by the Borrower on the Effective Date) of its existing Tranche B Term Loans outstanding immediately before giving effect to this Amendment as a Tranche B Term Loan on the Effective Date in a principal amount equal to such Continuing Tranche B Term Loan Lender’s Tranche B Term Loan Commitment (as defined in the Credit Agreement) and (ii) each Person (other than a Continuing Tranche B Term Loan Lender in its capacity as such) (collectively, the “Additional Tranche B Term Loan Lenders”) that executes and delivers a Lender Addendum (Additional Tranche B Term Loan Lender) in the form attached hereto as Exhibit B (a “Lender Addendum (Additional Tranche B Term Loan Lender)”) and, together with a Lender Addendum (Cashless Roll), a “Lender Addendum”) agrees to take by assignment on the Effective Date from one or more Non-Consenting Lenders a principal amount of Tranche B Term Loans equal to such Additional Tranche B Term Loan Lender’s Tranche B Term Loan Commitment (as defined in the Credit Agreement). For purposes hereof, a Person shall become a party to the Credit Agreement and a Tranche B Term Loan Lender as of the Effective Date by executing and delivering to the Administrative Agent, on or prior to the Effective Date, a Lender Addendum (Additional Tranche B Term Loan Lender) in its capacity as a Tranche B Term Loan Lender. For the avoidance of doubt, the existing Term Loans of a Continuing Tranche B Term Loan Lender must be continued in whole and may not be continued in part unless otherwise notified by the Administrative Agent prior to the Effective Date to give effect to any cash prepayment of the Tranche B Term Loans to be made by the Borrower on the Effective Date.

4.2 Any Non-Consenting Lender whose Tranche B Term Loans are repaid or assigned to one or more Additional Tranche B Term Loan Lender on the Effective Date in accordance with this Amendment shall be entitled to the benefits of Section 5.14 of the Credit Agreement with respect thereto. The Continuing Tranche B Term Loan Lenders hereby waive the benefits of Section 5.14 of the Credit Agreement with respect to that portion of the Tranche B Term Loans of such Lender continued hereunder.

4.3 Notwithstanding anything herein to the contrary, the provisions of the Credit Agreement with respect to indemnification, reimbursement of costs and expenses, increased costs and break funding payments (other than to the extent waived pursuant to Section 4.2) shall continue in full force and effect with respect to, and for the benefit of, each existing Tranche B Term Loan Lender in respect of such Lender’s existing Term Loans to the same extent expressly set forth therein.

4.4 Notwithstanding anything in this Amendment to the contrary, the continuation of existing Tranche B Term Loans may be implemented pursuant to other procedures specified by the Administrative Agent, including by replacement of such existing Tranche B Term Loans by a deemed repayment of such existing Tranche B Term Loans of a Continuing Tranche B Term Loan Lender followed by a subsequent deemed assignment to it of new Tranche B Term Loans in the same amount.

4.5 For the avoidance of doubt, the Lenders hereby acknowledge and agree that, at the sole option of the Administrative Agent, any Lender with existing Tranche B Term Loans that are replaced as contemplated hereby (whether by assignment of its Tranche B Term Loans to one or more Additional Tranche B Term Loan Lenders or otherwise) shall, automatically upon receipt (or deemed receipt) of the amount necessary to purchase such Lender's existing Term Loans so replaced, at par, and pay all accrued interest thereon, be deemed to have assigned such Loans pursuant to a form of Assignment and Acceptance and, accordingly, no other action by the Lenders, the Administrative Agent or the Loan Parties shall be required in connection therewith. The Lenders hereby agree to waive any notice requirements of the Credit Agreement in connection with the replacement of existing Tranche B Term Loans contemplated hereby (whether by assignment of its Tranche B Term Loans to one or more Additional Tranche B Term Loan Lenders or otherwise).

Section 5. Conditions Precedent.

5.1 Effectiveness. The amendments set forth in Section 2 of this Amendment, the waivers set forth in Section 3 of this Amendment and the agreement of each Tranche B Term Loan Lender that delivers a Lender Addendum to make (or be deemed to have made) the extension of credit requested to be made by it on the date hereof shall not become effective until the earliest date on or after June 21, 2017 (the "Effective Date.") on which each of the following conditions has been satisfied (or waived in accordance with Section 12.1 of the Credit Agreement):

(a) Counterparts. Administrative Agent shall have received (i) executed counterparts of this Amendment from each of the Loan Parties and (ii) a Lender Addendum, executed and delivered by a duly authorized officer of each of the Additional Tranche B Term Loan Lenders and the Continuing Tranche B Term Loan Lenders.

(b) No Default or Event of Default. As of the date hereof after giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.

(c) Representations and Warranties. Each of the Loan Parties does hereby represent and warrant to the Lenders that, as of the date hereof after giving effect to the amendments set forth in this Amendment, all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (except for such representations and warranties that have a materiality or Material Adverse Effect qualification, which shall be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall be true and correct in all material respects (except for such representations and warranties that have a materiality or Material Adverse Effect qualification, which shall be true and correct in all respects) as of such specified earlier date.

(d) Fees. Subject to the terms and conditions of Section 12.5 of the Credit Agreement, the Administrative Agent and the Lenders shall have received all fees and other amounts due and payable on or prior to the Effective Date, or substantially simultaneously with the effectiveness of this Amendment, including to the extent invoiced at least one Business Day prior thereto, reimbursement or payment of all out of pocket expenses required to be reimbursed or paid to the Administrative Agent by the Borrower under the Credit Agreement.

(e) Required Lender Consent. The Continuing Tranche B Term Loan Lenders and any Revolving Credit Lenders that have executed and delivered a Lender Addendum in the form attached hereto as Exhibit C shall constitute Required Lenders.

(f) Replacement of Non-Consenting Lenders. Any existing Tranche B Term Loan Lender that does not consent to this Amendment shall have been replaced or terminated (or substantially concurrently with the effectiveness of this Amendment shall be replaced or terminated) in accordance with Section 5.17 of the Credit Agreement pursuant to the reallocations contemplated by Section 4 hereof.

Section 6. Miscellaneous.

6.1 Confirmation. The provisions of the Loan Documents, as amended or waived by this Amendment, shall remain in full force and effect in accordance with their terms following the effectiveness of this Amendment.

6.2 Ratification and Affirmation. Each of the undersigned does hereby adopt, ratify, and confirm the Existing Credit Agreement and the other Loan Documents, as amended and waived hereby, and its obligations thereunder. Each of the Loan Parties hereby acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or waived hereby, notwithstanding the amendments and waivers contained herein.

6.3 Loan Document. This Amendment and each agreement, instrument, certificate or document executed by the Borrower or any of its officers in connection therewith are "Loan Documents" as defined and described in the Existing Credit Agreement and all of the terms and provisions of the Loan Documents relating to other Loan Documents shall apply hereto and thereto. On and after the Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the "Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Amendment.

6.4 Counterparts. This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

6.5 NO ORAL AGREEMENT. THIS AMENDMENT, THE EXISTING CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith AND THEREWITH REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR UNWRITTEN ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.

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

5.7 Severability. Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[signature pages follow]

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

SIX FLAGS ENTERTAINMENT CORPORATION ,
as Parent

By: /s/ Marshall Barber
Name: Marshall Barber
Title: CFO

SIX FLAGS OPERATIONS INC. ,
as Holdings

By: /s/ Marshall Barber
Name: Marshall Barber
Title: CFO

SIX FLAGS THEME PARKS INC. ,
as Borrower

By: /s/ Marshall Barber
Name: Marshall Barber
Title: CFO

**FIESTA TEXAS, INC.
FUNTIME, INC.
FUNTIME PARKS, INC.
GREAT AMERICA LLC
GREAT ESCAPE HOLDING INC.
HURRICANE HARBOR GP LLC
HURRICANE HARBOR LP LLC
MAGIC MOUNTAIN LLC
PARK MANAGEMENT CORP.
PREMIER INTERNATIONAL HOLDINGS INC.
PREMIER PARKS HOLDINGS INC.
PREMIER PARKS OF COLORADO INC.
RIVERSIDE PARK ENTERPRISES, INC.
SF HWP MANAGEMENT LLC
SIX FLAGS AMERICA PROPERTY CORPORATION
SIX FLAGS GREAT ADVENTURE LLC
SIX FLAGS INTERNATIONAL DEVELOPMENT CO.
SIX FLAGS SERVICES, INC.
SIX FLAGS SERVICES OF ILLINOIS, INC.
SIX FLAGS ST. LOUIS LLC
SOUTH STREET HOLDINGS LLC
STUART AMUSEMENT COMPANY**

By: /s/ Marshall Barber
Name: Marshall Barber
Title: CFO

HURRICANE HARBOR LP

By: Hurricane Harbor GP LLC,
its General Partner

By: /s/ Marshall Barber
Name: Marshall Barber
Title: CFO

SIX FLAGS AMERICA LP

By: Funtime, Inc.,
its General Partner

By: /s/ Marshall Barber
Name: Marshall Barber
Title: CFO

**SIX FLAGS GREAT ESCAPE L.P.
GREAT ESCAPE THEME PARK L.P.
GREAT ESCAPE RIDES L.P.**

By: Great Escape Holding Inc.,
their General Partner

By: /s/ Marshall Barber
Name: Marshall Barber
Title: CFO

WELLS FARGO BANK, NATIONAL ASSOCIATION ,
as Administrative Agent, an Issuing Bank and the Swing
Line Lender

By: /s/ Patrick Levesque
Name: Patrick Levesque
Title: Director

[Signature Page to Third Amendment and Limited Waiver to Amended and Restated Credit Agreement]

**Exhibit A to
Third Amendment and Limited Waiver to
Amended and Restated Credit Agreement**

**LENDER ADDENDUM (CASHLESS ROLL)
June 21, 2017**

Reference is made to the Amended and Restated Credit Agreement, dated as of June 30, 2015 (as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of June 16, 2016, that certain Second Amendment to Amended and Restated Credit Agreement dated as of December 20, 2016 and that certain Third Amendment and Limited Waiver to Amended and Restated Credit Agreement dated as of June 21, 2017 (the “Third Amendment”) and as further amended, supplemented, restated, refinanced, replaced or otherwise modified from time to time, the “Amended and Restated Credit Agreement”; unless otherwise defined herein, terms defined therein being used herein as therein defined), among Six Flags Entertainment Corporation, a Delaware corporation, Six Flags Operations Inc., a Delaware corporation, Six Flags Theme Parks Inc., a Delaware corporation, the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), Wells Fargo Bank, National Association, as administrative agent, and the other agents named therein.

As provided in Section 4 of the Third Amendment, upon execution and delivery of this Lender Addendum (Cashless Roll) by the undersigned, the Continuing Tranche B Term Loan Lender named herein hereby agrees to continue its existing Tranche B Term Loans outstanding immediately before giving effect to the Third Amendment as a Tranche B Term Loan under the Amended and Restated Credit Agreement in a principal amount equal to the Tranche B Term Loan Commitment set forth on the signature pages hereto, effective as of the Effective Date (as defined in the Third Amendment).

Upon execution and delivery of this Lender Addendum (Cashless Roll), the undersigned hereby agrees and consents to all amendments, waivers and consents in the Third Amendment (including the waiver in Section 3 thereof regardless of whether any other amendments in the Third Amendment become effective).

THIS LENDER ADDENDUM (CASHLESS ROLL) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Delivery of an executed signature page hereof by facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Lender Addendum (Cashless Roll) to be duly executed and delivered by their proper and duly authorized officers as of the date first set forth above.

Name of Institution:

_____, as Lender

By: _____

Name:

Title:

For any Lender requiring a second signature line:

By: _____

Name:

Title:

Tranche B Term Loan Commitment: \$ _____

[Signature Page to Third Amendment and Limited Waiver Lender Addendum (Cashless Roll)]

**Exhibit B to
Third Amendment and Limited Waiver to
Amended and Restated Credit Agreement**

LENDER ADDENDUM (Additional Tranche B Term Loan Lender)

June 21, 2017

Reference is made to the Amended and Restated Credit Agreement, dated as of June 30, 2015 (as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of June 16, 2016, that certain Second Amendment to Amended and Restated Credit Agreement dated as of December 20, 2016 and that certain Third Amendment and Limited Waiver to Amended and Restated Credit Agreement dated as of June 21, 2017 (the “Third Amendment”) and as further amended, supplemented, restated, refinanced, replaced or otherwise modified from time to time, the “Amended and Restated Credit Agreement”; unless otherwise defined herein, terms defined therein being used herein as therein defined), among Six Flags Entertainment Corporation, a Delaware corporation, Six Flags Operations Inc., a Delaware corporation, Six Flags Theme Parks Inc., a Delaware corporation, the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), Wells Fargo Bank, National Association, as administrative agent, and the other agents named therein.

As provided in Section 4 of the Third Amendment, upon execution and delivery of this Lender Addendum (Additional Tranche B Term Loan Lender) (this “Addendum”) by the undersigned, the Additional Tranche B Term Loan Lender named herein hereby takes by assignment from one or more Non-Consenting Lenders a principal amount of Tranche B Term Loans equal to the Tranche B Term Loan Commitment set forth on the signature pages hereto (such commitment, the “Assigned Interest”) and, as a result, effective as of the Effective Date (as defined in the Third Amendment), hereby becomes a Tranche B Term Loan Lender under the Amended and Restated Credit Agreement.

Upon execution and delivery of this Lender Addendum (Additional Tranche B Term Loan Lender), the undersigned hereby agrees and consents to all amendments, waivers and consents in the Third Amendment (including the waiver in Section 3 thereof regardless of whether any other amendments in the Third Amendment become effective).

The undersigned (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Addendum and to consummate the transactions contemplated hereby and to become a Lender under the Amended and Restated Credit Agreement, (ii) it is not a natural person, a Disqualified Institution or a Defaulting Lender and otherwise meets all the requirements to be an assignee under Section 12.6(b) of the Amended and Restated Credit Agreement, (iii) from and after the date hereof, it shall be bound by the provisions of the Amended and Restated Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Amended and Restated Credit Agreement, and has received or has been accorded the opportunity to receive

copies of the most recent financial statements delivered pursuant to Section 8.1 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Addendum and to purchase the Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Addendum and to purchase the Assigned Interest, (vii) attached to the Addendum is any tax or other documentation required to be delivered by it pursuant to the terms of the Amended and Restated Credit Agreement, duly completed and executed by the undersigned, and (viii) is not in possession of any information regarding any Loan Party, its assets, its ability to perform its Obligations or any other matter that may be material to a decision by any Term Loan Lender to participate in the transactions contemplated hereby that has not previously been disclosed to the Administrative Agent and the Lenders; (b) agrees that (i) it will, independently and without reliance on the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender and (c) appoints and authorizes the Administrative Agent to take such action on its behalf and to exercise such powers under the Amended and Restated Credit Agreement and the other Loan Documents (including the Junior Lien Intercreditor Agreement and Pari Passu Intercreditor Agreement) as are delegated to or otherwise conferred upon the Administrative Agent, by the terms thereof, together with such powers as are reasonably incidental thereto.

THIS LENDER ADDENDUM (Additional Tranche B Term Loan Lender) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Delivery of an executed signature page hereof by facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Lender Addendum (Additional Tranche B Term Loan Lender) to be duly executed and delivered by their proper and duly authorized officers as of the date first set forth above.

Name of Institution:

_____, as Lender

By: _____

Name:

Title:

For any Lender requiring a second signature line:

By: _____

Name:

Title:

Additional Tranche B Term Loan Commitment: \$ _____

[Signature Page to Third Amendment and Limited Waiver Lender Addendum (Additional Tranche B Term Loan Lender)]

**Exhibit C to
Third Amendment and Limited Waiver to
Amended and Restated Credit Agreement**

**LENDER ADDENDUM (REVOLVING CREDIT LENDER)
June 21, 2017**

Reference is made to the Amended and Restated Credit Agreement, dated as of June 30, 2015 (as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of June 16, 2016, that certain Second Amendment to Amended and Restated Credit Agreement dated as of December 20, 2016 and that certain Third Amendment and Limited Waiver to Amended and Restated Credit Agreement dated as of June 21, 2017 (the “Third Amendment”) and as further amended, supplemented, restated, refinanced, replaced or otherwise modified from time to time, the “Amended and Restated Credit Agreement”; unless otherwise defined herein, terms defined therein being used herein as therein defined), among Six Flags Entertainment Corporation, a Delaware corporation, Six Flags Operations Inc., a Delaware corporation, Six Flags Theme Parks Inc., a Delaware corporation, the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), Wells Fargo Bank, National Association, as administrative agent, and the other agents named therein.

Upon execution and delivery of this Lender Addendum (Revolving Credit Lender) by the parties hereto, the undersigned hereby agrees and consents to the limited waiver set forth in Section 3 of the Third Amendment.

THIS LENDER ADDENDUM (REVOLVING CREDIT LENDER) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Delivery of an executed signature page hereof by facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Lender Addendum (Revolving Credit Lender) to be duly executed and delivered by their proper and duly authorized officers as of the date first set forth above.

Name of Institution:

_____, as Lender

By: _____

Name:

Title:

For any Lender requiring a second signature line:

By: _____

Name:

Title:

Contact:
 Stephen Purtell
 Senior Vice President
 Investor Relations and Treasurer
 +1-972-595-5180
 spurtell@sftp.com



Credit Agreement Amendment Reduces Six Flags' Borrowing Costs

GRAND PRAIRIE, Texas - June 21, 2017 - Six Flags Entertainment Corporation (NYSE: SIX), the world's largest regional theme park company, today announced that its bank lenders have approved a reduction to the borrowing rate on the company's \$545 million Term Loan B Credit Facility. The overall borrowing rate was reduced by one-quarter of one percent, moving from a rate of LIBOR plus 2.25 percent to a rate of LIBOR plus 2.00 percent. Excluding the cost of the transaction, the lower borrowing rate will save the company approximately \$1.4 million annually in interest costs.

About Six Flags Entertainment Corporation

Six Flags Entertainment Corporation is the world's largest regional theme park company with \$1.3 billion in revenue and 20 parks across the United States, Mexico and Canada. For 56 years, Six Flags has entertained millions of families with world-class coasters, themed rides, thrilling water parks and unique attractions. For more information, visit www.sixflags.com.

Forward Looking Statements

The information contained in this release, other than historical information, consists of forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act. These statements may involve risks and uncertainties that could cause actual results to differ materially from those described in such statements. These risks and uncertainties include, among others, (i) the adequacy of cash flows from operations, available cash and available amounts under our credit facilities to meet our future liquidity needs, (ii) our ability to roll out our capital enhancements in a timely and cost effective manner, (iii) our ability to improve operating results by implementing strategic cost reductions, and organizational and personnel changes without adversely affecting our business, (iv) our operations and results of operations, and (v) the risk factors or uncertainties listed from time to time in the company's filings with the Securities and Exchange Commission ("SEC"). In addition, important factors, including factors impacting attendance, such as local conditions, contagious diseases, events, disturbances and terrorist activities; recall of food, toys and other retail products sold at our parks; risk of accidents occurring at the company's parks or other parks in the industry and adverse publicity concerning our parks or other parks in the industry; inability to achieve desired improvements and financial performance targets set forth in our aspirational goals; adverse weather conditions such as excess heat or cold, rain and storms; general financial and credit market conditions; economic conditions (including customer spending patterns); changes in public and consumer tastes; construction delays in capital improvements or ride downtime; competition with other theme parks and other entertainment alternatives; dependence on a seasonal workforce; unionization activities and labor disputes; laws and regulations affecting labor and employee benefit costs, including increases in state and federally mandated minimum wages, and healthcare reform; pending, threatened or future legal proceedings and the significant expenses associated with litigation; cyber security risks and other factors could cause actual results to differ materially from the company's expectations. Although the company believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations will be realized and actual results could vary materially. Reference is made to a more complete discussion of forward-looking statements and applicable risks contained under the captions "Cautionary Note Regarding Forward-Looking Statements" and "Risk Factors" in the company's Annual and Quarterly Reports on Forms 10-K and 10-Q, and its other filings and submissions with the SEC, each of which are available free of charge on the company's investor relations website at www.investors.sixflags.com and on the SEC's website at www.sec.gov.