

DEED OF RELEASE

dated _____ 2021

**between
amongst others**

**CODERE S.A.
as the Company**

**THE ENTITIES LISTED IN SCHEDULE 1
as Original Company Parties**

**THE ENTITIES LISTED IN SCHEDULE 2
as Original Consenting Noteholders**

**THE ENTITIES LISTED IN SCHEDULE 3
as Original Supporting Shareholders**

and

**GLAS SPECIALIST SERVICES LIMITED
as the Information Agent**

**MILBANK LLP
London**

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THIS DEED (this “**Deed**”) is dated _____ 2021 and made amongst:

- (1) **CODERE S.A.** (the “**Company**”);
- (2) **THE ENTITIES** listed in Schedule 1 (*Original Company Parties*) (and, together with the Company, the “**Original Company Parties**”);
- (3) **THE ENTITIES** listed in Schedule 2 (*Original Consenting Noteholders*) (the “**Original Consenting Noteholders**”);
- (4) **THE ENTITIES** listed in Schedule 3 (*Original Supporting Shareholders*) (the “**Original Supporting Shareholders**”);
- (5) **EACH PARTICIPATING CREDITOR** (as defined below);
- (6) **EACH PARTICIPATING COMPANY PARTY** (as defined below);
- (7) **EACH PARTICIPATING SHAREHOLDER** (as defined below); and
- (8) **GLAS SPECIALIST SERVICES LIMITED** as information agent (the “**Information Agent**”),
(each party hereto, a “**Party**”, and together, the “**Parties**”)

in favour of:

- (9) **THE RELEASED PERSONS** (as defined below).

BACKGROUND

- (A) The Company and certain of the Parties have negotiated the terms of, amongst other things, a restructuring of the Group. The Parties have entered into the Lock-Up Agreement or a Shareholder Undertaking to facilitate the implementation of the Restructuring.
- (B) The Parties have entered into this Deed to release and waive certain claims that they may have against the Released Persons.
- (C) It is intended that this Deed takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. **Interpretation**

1.1 Definitions

In this Deed:

“**Accession Deed**” means, with respect to a Participating Creditor, Participating Company Party or a Participating Shareholder, a document substantially in the form set out in Schedule 4 (*Form of Participating Creditor/Participating Company Party/Participating Shareholder Accession Deed*).

“**Adviser**” means, in respect of any person, any legal or financial adviser to that person.

“**Affiliate**” has the meaning given to that term in the Lock-Up Agreement.

“**Administrative Party**” means:

- (a) GLAS Trustees Limited in its capacity as trustee under the NSSN Indenture and SSN Indenture;
- (b) GLAS Trust Corporation Limited in its capacity as security agent under the NSSN Indenture and SSN Indenture;
- (c) Global Loan Agency Services Limited in its capacity as paying agent under the NSSN Indenture and SSN Indenture;
- (d) GLAS Americas LLC in its capacity as registrar and transfer agent under the NSSN Indenture and SSN Indenture; and
- (e) GLAS Specialist Services Limited in its capacity as information agent under the Lock-Up Agreement.

“**Business Day**” has the meaning given to that term in the Lock-Up Agreement.

“**Claim**” means all claims (including cross claims, counterclaims, and rights of setoff and/or recoupment), actions, causes of action, suits, debts, accounts, interests, liens, Liabilities, promises, warranties, damages and consequential damages, demands, agreements, obligations, bonds, bills, specialties, covenants, controversies, variances, trespasses, judgments, executions, costs, expenses or other claims of whatever nature or kind, in each case whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, direct or indirect, asserted or unasserted (including any derivative claims or claims brought by or on behalf of such party) now existing or hereafter arising, in law, equity, or otherwise and “**Claims**” shall be construed accordingly.

“**Company Support Termination Time**” has the meaning given to that term in the Lock-Up Agreement.

“**Effective Time**” means:

- (a) with respect to each Party other than a Participating Creditor, Participating Company Party or Participating Shareholder, the date on which each Original Company Party, each Original Consenting Noteholder, each Original Supporting Shareholder and the Information Agent has entered into this Deed; and
- (b) with respect to each Participating Creditor, Participating Company Party or Participating Shareholder, the date of its Accession Deed.

“**Excluded Persons**” means [*Names redacted*] or any of their Affiliates or Representatives for actions, omissions or circumstances that are under direct or indirect discussion in or the subject matter of any proceedings before any administration, court or arbitral tribunal, it being noted that nothing will limit any future claim or action against the Excluded Persons in relation to those actions, omissions or circumstances.

“**Debt Document**” has the meaning given to that term in the Intercreditor Agreement.

“**Group**” has the meaning given to that term in the Lock-Up Agreement.

“**Group Representative**” means in respect of any Original Company Party or Participating Company Party, all of that person’s past, present or future officers, directors, managers, employees, agents, representatives, consultants, advisory board members and Advisers, in each case solely in its capacity and in the performance of its duties as such.

“**Intercreditor Agreement**” has the meaning given to that term in the Lock-Up Agreement.

“**Liability**” or “**Liabilities**” means any present or future obligation, demand, liability, complaint, claim, counterclaim, potential counterclaim, debt, right of set-off, indemnity, right of contribution, cause of action (including, without limitation in negligence), administrative, criminal or regulatory claim or infraction, nullity claims (*acciones de nulidad*) or any claim relating to or presented in any bankruptcy, insolvency, concurso or similar process, petition, right or interest of any kind or nature whatsoever at any time and in any capacity whatsoever and whether it arises at common law, in equity, in contract, in tort, or by statute, direct or indirect, joint or several, foreseen or unforeseen, contingent or actual, accrued or unaccrued, liquidated or unliquidated, present or future, known or unknown, disclosed or undisclosed, suspected or unsuspected, however and whenever arising and in whatever capacity, in the State of New York, England and Wales or under the laws of Spain, Luxembourg or in any other jurisdiction under whatever applicable law.

“**Luxco 1**” has the meaning given to that term in the Lock-Up Agreement.

“**Participating Creditor**” has the meaning given to it in Clause 5.1.

“**Participating Company Party**” has the meaning given to it in Clause 5.2.

“**Participating Shareholder**” has the meaning given to it in Clause 5.3.

“**Related Fund**” has the meaning given to that term in the Lock-Up Agreement.

“**Released Person**” means:

- (a) each Party (including each person that becomes a Participating Creditor, Participating Company Party or a Participating Shareholder by acceding to this Deed in accordance with Clause 5 (*Accessions*));
- (b) each Administrative Party; and
- (c) each Representative of any person that falls under Paragraphs (a) to (b) (inclusive) of this definition of “Released Persons”.

“**Representative**” means:

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- (a) in respect of an Original Company Party or Participating Company Party, all of that person's Group Representatives;
 - (b) in respect of a person other than an Original Company Party or Participating Company Party, all of that person's past, present or future:
 - (i) Affiliates, Related Funds, investment managers, investment sub advisers, collateral manager and investment advisers; and
 - (ii) officers, directors, managers, partners, employees, agents, representatives, consultants, advisory board members and Advisers,

in each case solely in its capacity and in the performance of its duties as such.

"Release Termination Date" has the meaning given to that term in Clause 4.

"Releasing Party" means each Original Company Party, Original Consenting Noteholder, Original Supporting Shareholder and each person that becomes a Participating Creditor, Participating Company Party or a Participating Shareholder by acceding to this Deed in accordance with Clause 5 (*Accessions*)).

"Restructuring" has the meaning given to that term in the Lock-Up Agreement.

"Lock-Up Agreement" means the agreement dated on or about the date hereof entered into by, amongst others, the Company, the Original Consenting Noteholders party thereto, the Company Parties party thereto, and the Information Agent.

"Restructuring Document" has the meaning given to that term in the Lock-Up Agreement.

"Restructuring Effective Date" has the meaning given to that term in the Lock-Up Agreement.

"Shareholder Undertaking" has the meaning given to that term in the Lock-Up Agreement.

"Subsidiary" has the meaning given to that term in the Lock-Up Agreement.

"Termination Date" has the meaning given to that term in the Lock-Up Agreement.

1.2 Construction

In this Deed, unless the contrary intention appears, a reference to:

- (a) this Deed includes all schedules, appendices and other attachments hereto;
- (b) unless otherwise expressly stated herein, an agreement, deed or other document is a reference to such agreement, deed or other document as amended and an amendment includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous) and as amended will be construed accordingly;
- (c) a person includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, fund, joint venture or consortium),

government, state, agency, organisation or other entity whether or not having separate legal personality;

- (d) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
- (e) “include” or “including” shall mean include or including without limitation;
- (f) the singular includes the plural (and vice versa);
- (g) a Clause, a Paragraph or a Schedule is a reference to a clause or paragraph of, or a schedule to, this Deed; and
- (h) headings to Clauses and Schedules are for ease of reference only and no headings or recitals shall affect the construction or interpretation of this Deed.

2. **Effectiveness**

The Parties hereby agree that this Deed shall be immediately unconditional and effective upon the date on which each Original Company Party, each Original Consenting Noteholder, each Original Supporting Shareholder and the Information Agent has entered into this Deed.

3. **Release**

3.1 Subject to the remainder of this Clause 3, with effect from the relevant Effective Time, each Releasing Party hereby irrevocably and unconditionally, waives, releases and discharges to the fullest extent permitted by law any Liability of a Released Person to a Releasing Party whatsoever and howsoever arising, in each case that it ever had, may have or hereafter can, shall or may have, in connection with or by reason of or resulting directly or indirectly from that Released Person’s participation in any steps and/or actions taken or omissions occurring in the period on and from 1 January 2021 to and including the Release Termination Date in connection with the Restructuring and, following execution of the Lock-Up Agreement and/or any Shareholder Undertaking, in accordance with the Lock-Up Agreement and any Shareholder Undertaking to which it is a Party, in particular but without limitation:

- (a) the participation in and/or negotiation, consideration and/or implementation of the Restructuring, including:
 - (i) participation in any discussions and negotiations with stakeholders of the Group;
 - (ii) reviewing the Group's existing capital structure, including the consideration of liquidity options and alternatives to the Restructuring, and the determining to pursue the Restructuring rather than any such alternatives; and
 - (iii) any negotiation, promulgation, approval of or other step in relation to any waivers, supplements, amendments and/or restatements in connection with any Debt Document; and

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- (b) the execution of this Deed, the Lock-Up Agreement, any Shareholder Undertaking and any Restructuring Documents, and the carrying out of the steps and transactions contemplated thereby (including, without limitation, in preparation for the winding-up or dissolution of the Company and/or Luxco 1) in accordance with their terms; and
- (c) any aspect of the dealings or relationships between or among any Releasing Party, on the one hand, and any of the Released Persons, on the other hand, relating to any or all of the matters, documents, transactions, actions or omissions referenced in this Clause 3.1.
- 3.2 Subject to the remainder of this Clause 3, with effect from the relevant Effective Time, each Releasing Party hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favour of each Released Person that such Releasing Party will not sue on or otherwise assert in any proceeding (at law, in equity, in any regulatory proceeding or otherwise in any jurisdiction) any Claim against any Released Person released, remised and discharged by such Releasing Party pursuant to Clause 3.1.
- 3.3 Nothing in Clause 3.1 or Clause 3.2 shall apply:
- (a) to any Claim which a Releasing Party may be entitled to bring against a Released Person or Liability of a Released Person for criminal acts, fraud, wilful misconduct or gross negligence;
- (b) to any Claim which a Releasing Party has or may be entitled to bring against a Released Person or Liability of a Released Person arising from or pursuant to any Debt Document, the Lock-Up Agreement, any Shareholder Undertaking or any Restructuring Document to which such Released Person is a party;
- (c) to any Claim which a Releasing Party may be entitled to bring against its own Representative or Liability of a Representative to the Releasing Party in respect of which it is a Representative;
- (d) in respect of a Releasing Party, to any Released Person (who is not a Party to this Deed) who:
- (i) brings any Claim against that Releasing Party or any Representative of that Releasing Party; or
- (ii) participates in or funds any Claim against that Releasing Party or any Representative of that Releasing Party other than if and to the extent such participation is requested or required by law or any court of competent jurisdiction; and
- (e) to any Claim relating to, or any Liability in respect of, any Excluded Persons.
- 3.4 Nothing in Clause 3.1 or Clause 3.2 shall prevent a Releasing Party responding to or taking any action to defend itself in any Claim which is asserted against it or any of its Representatives.

3.5 The provisions of this Clause 3 shall take effect in respect of a Released Person notwithstanding the fact that such Released Person became a Released Person after the date of this Deed.

4. **Limitation on Clause 3 (*Release*)**

Clause 3 (*Release*) shall not apply to any omissions occurring or steps and/or actions taken on, or at any time following, the earliest to occur of:

- (a) the Company Support Termination Time;
- (b) the Termination Date; and
- (c) the Restructuring Effective Date,
(the “**Release Termination Date**”).

5. **Accessions**

5.1 A person who accedes to the Lock-Up Agreement as:

- (a) an Additional Consenting NSSF Holder (as defined in the Lock-Up Agreement);
or
- (b) an Additional Consenting SSN Holder (as defined in the Lock-Up Agreement),

shall accede to this Deed as a Releasing Party and a Released Person by delivering a duly completed and executed Accession Deed to the Information Agent (each such person who delivers such duly completed and executed Accession Deed, a “**Participating Creditor**”).

5.2 A person who accedes to the Lock-Up Agreement as an Additional Company Party shall accede to this Deed as a Releasing Party and a Released Person by delivering a duly completed and executed Accession Deed to the Information Agent (each such person who delivers such duly completed and executed Accession Deed, a “**Participating Company Party**”).

5.3 A person who executes a Shareholder Undertaking shall accede to this Deed by delivering a duly completed and executed Accession Deed to the Information Agent (each such shareholder who delivers such duly completed and executed Accession Deed, a “**Participating Shareholder**”).

5.4 On the delivery of an Accession Deed by a Participating Creditor, Participating Company Party or a Participating Shareholder (as applicable) to the Information Agent:

- (a) this Deed shall be read and construed as if such acceding entity were a Party to this Deed; and
- (b) the Participating Creditor, Participating Company Party or the Participating Shareholder (as applicable) agrees to be bound by the terms of this Deed as a Participating Creditor, Participating Company Party or a Participating Shareholder (as applicable) and a Party from the date of the relevant Accession Deed.

6. Further Assurances

Each Releasing Party agrees to (and the Company shall procure that members of the Group will) cooperate with each other Party and to take any such action as may be reasonably necessary or desirable to give effect to the waivers, releases and discharges referred to in Clause 3 (*Release*), including by execution of any and all relevant agreements and other documents.

7. Notices

7.1 Subject to Clause 7.2, any communication to be made under or in connection with this Deed shall be made in writing by letter or by email to the address or email address for notices identified by that person under the Lock-Up Agreement or Shareholder Undertaking.

7.2 The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is as set out in Clause 7.1 or:

- (a) for any Party other than the Information Agent, any substitute address or email address or department or officer as that Party may notify to the Information Agent; or
- (b) for the Information Agent, any substitute address or email address or department or officer as the Information Agent may notify to the Original Company Parties, Original Consenting Noteholders, Original Supporting Shareholders, Participating Noteholders, Participating Company Parties and Participating Shareholders,

in each case, by not less than five (5) Business Days' written notice.

7.3 If the Information Agent receives a notice of substitute notice details from a Party pursuant to Clause 7.2(a) above, it shall promptly provide a copy of that notice to all the other Parties.

7.4 Any communication under or in connection with this Deed (including the delivery of any Accession Deed given pursuant to Clause 7.1) will be deemed to be given when actually received (regardless of whether it is received on a day that is not a Business Day or after business hours) in the place of receipt.

7.5 For the purposes of Clause 7.4, any communication under or in connection with this Deed made by or attached to an email will be deemed received only on the first to occur of the following:

- (a) when it is dispatched by the sender to each of the relevant email addresses specified by the recipient, unless for each of the addressees of the intended recipient, the sender receives an automatic non-delivery notification that the email has not been received (other than an out of office greeting for the named addressee) and the sender receives the notification of non-delivery within one hour after dispatch of the email by the sender;

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- (b) the sender receiving a message from the intended recipient's information system confirming delivery of the email; and
 - (c) the email being available to be read at one of the email addresses specified by the recipient,

provided that, in each case, the email is in an appropriate and commonly used format, and any attached file is a pdf, jpeg, tiff or other appropriate and commonly used format.

7.6 Any communication provided under or in connection with this Deed must be in English.

8. **Contracts (Rights of Third Parties) Act**

8.1 Other than as provided in Clause 8.2 below, a person who is not party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

8.2 A Released Person may rely on and enforce the terms of this Deed as if it were a Party to this Deed.

9. **Severability**

9.1 If any provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted and the Parties shall use all reasonable efforts to replace it by a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible. Any modification to or deletion of a provision under this Clause 9 (*Severability*) shall not affect the validity and enforceability of the rest of this Deed.

10. **Amendments**

No amendment to or waiver of any terms of this Deed may be made without the prior written consent of each Party.

11. **Representations**

Each Party represents and warrants to each other Party on the date on which it becomes a Party to this Deed that:

- (a) it is duly incorporated or duly established and validly existing under the law of its jurisdiction of incorporation or formation;
- (b) it has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of this Deed and the transactions contemplated by it;
- (c) the obligations expressed to be assumed by it under this Deed are legal, valid, binding and enforceable obligations except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of any court of competent jurisdiction;

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- (d) the entry into and performance by it of, and the transactions contemplated by this Deed do not and will not conflict with:
- (i) any agreement, mortgage, bond or other instrument or treaty to which it is a party or which is binding upon it or any of its assets (save as specifically contemplated by the performance of its obligations under this Deed);
 - (ii) its constitutional documents; or
 - (iii) any law, regulation or official or judicial order applicable to it; and
- (e) all acts, conditions and things required to be done, fulfilled and performed in order:
- (i) to enable it lawfully to enter into, exercise its rights under, and perform and comply with the obligations expressed to be assumed by it in this Deed; and
 - (ii) to ensure that the obligations expressed to be assumed by it in this Deed are legal, valid and binding,
- have been done, fulfilled and performed and are in full force and effect.

12. **Waiver**

No course of dealing or the failure of any Party to enforce any of the provisions of this Deed shall in any way operate as a waiver of such provisions and shall not affect the right of such Party or Released Person thereafter to enforce each and every provision of this Deed in accordance with its terms.

13. **Counterparts**

This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment shall be an effective mode of delivery.

14. **Governing Law and Jurisdiction**

- 14.1 This Deed and all non-contractual or other obligations arising out of or in connection with it are governed by English law.
- 14.2 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this Deed (a “**Dispute**”), including a Dispute regarding the existence, validity or termination of this Deed or relating to any non-contractual or other obligation arising out of or in connection with this Deed or the consequences of its nullity.
- 14.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

15. **Service of process**

- 15.1 Subject to Clause 15.2 below, each Party agrees that without preventing any other mode of service, any document in an action (including a claim form or any other document to

be served under the Civil Procedure Rules) may be served on any Party by being delivered to or left for that Party at its address for service of notices under Clause 7 (*Notices*).

- 15.2 Without prejudice to any other mode of service allowed under any relevant law, each Original Company Party and Participating Company Party (other than a Company Party incorporated in England and Wales):
- (a) irrevocably appoints Codere Finance 2 (UK) Limited (the “**Co-Issuer**”) of Suite 1, 3rd Floor 11 - 12 St. James's Square, London, United Kingdom, SW1Y 4LB as its agent for service of process in relation to any process before the English courts in connection with this Deed (and the Co-Issuer by its execution of this Deed, accepts that appointment); and
 - (b) agrees that failure by an agent for service of process to notify any relevant Party of the process will not invalidate the process concerned.
- 15.3 If any person appointed as an agent for service of process by an Original Company Party or Participating Company Party is unable for any reason to act as agent for service of process, such Original Company Party or Participating Company Party must immediately appoint another agent and notify the Parties of the name and address details of such agent for service of process.
- 15.4 Each Party which does not provide an address in England & Wales at which it resides or carries on business and at which it may be served with proceedings (whether in the body of this Deed, on its signature page, or in its Accession Deed, it being understood that any address so included shall be deemed to be such an address unless otherwise indicated) shall promptly upon becoming a Party to this Deed, appoint a process agent to accept service of process in England in any legal action or proceedings arising out of or in connection with this Deed and shall notify the Information Agent of such appointment. The appointment of a process agent by the relevant parties in Clause 15.2 above, shall satisfy those parties’ obligations under this Clause 15.4.

THIS DEED has been entered into and delivered as a deed on the date stated at the beginning of this Deed

Schedule 1
Original Company Parties

Obligor	Jurisdiction
Codere Newco, S.A.U.	Spain
Codere, S.A.	Spain
Codere Luxembourg 1 S.à r.l.	Luxembourg
Codere Luxembourg 2 S.à r.l.	Luxembourg
Codere Finance 2 (Luxembourg) S.A.	Luxembourg
Codere Finance 2 (UK) Limited	UK
Codere Internacional, S.A.U.	Spain
Codere Apuestas España, S.L.U.	Spain
Codere España, S.A.U.	Spain
Nididem, S.A.U.	Spain
Codere Operadoras De Apuestas, S.L.U.	Spain
JPVMATIC 2005, S.L.U.	Spain
Codere Internacional Dos, S.A.U.	Spain
Codere America, S.A.U.	Spain
Colonder, S.A.U.	Spain
Operiberica, S.A.U.	Spain
Codere Latam, S.A.	Spain
Codematica S.R.L.	Italy
Codere Network S.p.A.	Italy
Codere Italia S.p.A.	Italy
Operbingo Italia S.p.A.	Italy

Codere Argentina S.A.	Argentina
Interjuegos S.A.	Argentina
Intermar Bingos S.A.	Argentina
Bingos Platenses S.A.	Argentina
Bingos del Oeste S.A.	Argentina
San Jaime S.A.	Argentina
Iberargen S.A.	Argentina
Interbas S.A.	Argentina
Codere Latam Colombia S.A.	Colombia

Schedule 2
Original Consenting Noteholders

[Names Redacted]

Schedule 3
Original Supporting Shareholders

[Names Redacted]

Schedule 4
Form of Participating Creditor/Participating Company Party/Participating Shareholder
Accession Deed

To: [Information Agent]

From: [Participating Creditor/Participating Company Party/Participating Shareholder]

Dated: _____

Dear Sir/Madam

DEED OF RELEASE dated [●] 2021 between, among others, Codere SA, the Original Consenting Noteholders, the Original Supporting Shareholders and the Original Company Parties (as each such term is defined therein) (the “Deed”)

1. We refer to the Deed. This is an Accession Deed. Terms defined in the Deed have the same meaning in this Accession Deed unless given a different meaning in this Accession Deed.
2. We agree to become a [Participating Creditor] / [Participating Company Party] / [Participating Shareholder] and to be bound by the terms of the Deed as a [Participating Creditor] / [Participating Company Party] / [Participating Shareholder] pursuant to clause [5.1] / [5.2] / [5.3] (*Accessions*) of the Deed, and we undertake to perform all obligations expressed to be assumed by a [Participating Creditor] / [Participating Company Party] / [Participating Shareholder].
3. For the purposes of Clause 7 (*Notices*) of the Deed, a notice to [Participating Creditor] / [Participating Company Party] / [Participating Shareholder] shall be sent to the following address and for the attention of those persons set out below:

Address: [●]
Email: [●]
Attention: [●]
4. This Accession Deed and all non-contractual or other obligations arising out of or in connection with it are governed by English law.

Executed as a deed by

**[Participating Creditor] / [Participating
Company Party] / [Participating
Shareholder]**

a company incorporated in [●], acting by

(PRINT NAME)

and

(PRINT NAME)

.....
Authorised Signatory

.....
Authorised Signatory

who, in accordance with the laws of that
territory, are acting under the authority of that
company