

## Accession Letter

To: GLAS Specialist Services Limited

Email: [codere@glas.agency](mailto:codere@glas.agency)

From: [*Acceding party's full legal name*]

Email: [*Acceding party's email address*]

Dated: \_\_\_\_\_

Dear Sir/Madam

**Lock-up Agreement dated [●] 2023 between, among others, Codere New Topco S.A., Codere Finance 2 (Luxembourg) S.A., the Original Consenting Noteholders and the Original Consenting Shareholders (the “Agreement”) and Spanish Restructuring Plan (as this term is defined in the Agreement)**

1. This is an Accession Letter for the purposes of the Agreement and terms defined in the Agreement, but not in this Accession Letter have the same meaning in this Accession Letter.
2. We agree to be bound by the terms of the Agreement as a [Consenting SSN Holder [and] a Consenting NSSN Holder [and] a Consenting Subordinated PIK Holder [and] a Consenting Shareholder].<sup>1</sup>
3. Details of our [[Locked-Up Notes Debt] [and] [Locked-Up Shares]]<sup>2</sup> are set out in the Confidential Annexure to this Accession Letter.
4. [We enclose or will as soon as reasonably practicable following provision of this Accession Letter deliver to you a copy of our Proof of Holdings and represent that there has been or, when delivered, there will have been (as applicable) no change to the amount of Locked-Up Notes Debt indicated in that Proof of Holdings since the date of its issuance.]<sup>3</sup>
5. Subject to Clauses 8 (*Limitations*) and 21 (*Reservation of Rights*) of the Agreement, we hereby acknowledge and consent to (as relevant) the matters set out in [[paragraph (c) of Clause 3.5 (*Specific Undertakings by the Consenting Noteholders*)]<sup>4</sup> and [sub-paragraphs (i) and (ii) of paragraph (d) of Clause 3.5 (*Specific Undertakings by the Consenting Noteholders*)]<sup>5</sup>].

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<sup>1</sup> Delete as appropriate with respect to Notes Debt and/or Shares held by the acceding party on the date of this Accession Letter.

<sup>2</sup> Delete as appropriate with respect to Notes Debt and/or Shares held by the acceding party on the date of this Accession Letter.

<sup>3</sup> Delete as appropriate if no Notes Debt is held by the acceding party on the date of this Accession Letter.

<sup>4</sup> Delete if acceding party does not hold any SSN Debt.

<sup>5</sup> Delete if acceding party does not hold any NSSN Debt.

6. Our notice details for the purposes of Clause 18 (*Notices*) of the Agreement are as follows:  
Address: [●]  
Attn: [●]  
Email address: [●]
7. [Our Irrevocable Instruction and Authorisation Letter[s] in respect of our [SSN Debt] [and] [NSSN Debt]<sup>6</sup> is enclosed herewith.]<sup>7</sup>
8. This Accession Letter is governed and construed in accordance with English law.

[*Acceding party's full legal name*]

By:

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[By:

.....]

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<sup>6</sup> Delete as appropriate with respect to Notes Debt held by the acceding party on the date of this Accession Letter.

<sup>7</sup> Delete as appropriate if no NSSNs or SSNs are held by the acceding party on the date of this Accession Letter.