

Codere Finance 2 (Luxembourg) S.A.

Up to €124,425,000 8.00% / 3.00% PIK Senior Secured First Priority Notes due 2028

OFFER PURCHASE AGREEMENT

August 16, 2024

To: The Purchasers as defined herein.

Ladies and Gentlemen:

Codere Finance 2 (Luxembourg) S.A., a *société anonyme* organized under the laws of Luxembourg, having its registered office at 7, rue Robert Stümper, L-2557 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B199415 (the “**Issuer**”), proposes to issue and sell in a private placement (the “**FPN Offer**”) to the several acceding purchasers (each a “**Purchaser**” and, together, the “**Purchasers**”), acting severally and not jointly, up to €124,425,000 aggregate principal amount of the Issuer’s 8.00% / 3.00% PIK Senior Secured First Priority Notes due 2028 (the “**Notes**”), in accordance with the terms of Section 2 of this purchase agreement (the “**Agreement**”). The Notes will be issued pursuant to an indenture to be dated as of the Closing Date (the “**Indenture**”), among the Issuer, the Guarantors (as defined below), GLAS Trustees Limited, as trustee (the “**Trustee**”), GLAS Trust Corporation Limited, as security agent (the “**Security Agent**”), and Global Loan Agency Services Limited, as principal paying agent (the “**Paying Agent**”).

On June 13, 2024, the Issuer entered into a lock-up agreement with, among others, the Purchasers, as amended from time to time (the “**Lock-Up Agreement**”), to facilitate the restructuring of the Group (as defined below) and its subsidiaries (the “**Restructuring**”). The FPN Offer is being made as part of the Restructuring pursuant to the Issuer’s offering and consent solicitation memorandum (the “**OCSM**”) dated August 16, 2024.

Pursuant to Section 2 of this Agreement, the consideration for the Notes may be delivered (i) in cash, (ii) in Interim Notes (as defined in the OCSM) pursuant to, in case of the Purchasers hereunder, the Exchange (as defined in the OCSM) or, in case of the purchasers in the Private Exchange (as defined in the OCSM), the Private Exchange, or (iii) in a combination of cash and Interim Notes pursuant to the Exchange or the Private Exchange (as applicable).

Upon the issuance of the Notes on the Closing Date (as defined below), the Issuer’s obligations under the Notes will be guaranteed by Codere Luxembourg 3 S.à r.l. (the “**Parent Guarantor**”) and Codere América, S.A.U., Codere Apuestas España, S.L.U., Codere España, S.A.U., Codere Internacional, S.A.U., Codere Internacional Dos, S.A.U., Codere Latam, S.A., Codere Finance 2 (UK) Limited, Codere Operadoras de Apuestas, S.L.U., Colonder, S.A.U., JPVOMATIC 2005, S.L.U., Nididem, S.A.U., Operiberica, S.A.U., Codematica, S.r.l., Codere Italia S.p.A., Operbingo Italia S.p.A., Codere Network, S.p.A. Codere Newco, S.A.U. and Codere Mexico, S.A. de C.V. (collectively, the “**Initial Guarantors**” and, together with the Parent Guarantor, the “**Closing Date Guarantors**”), pursuant to their guarantees (the “**Closing Date Guarantees**”).

Subject to and in accordance with this Agreement, (i) on or before the Closing Date, each Initial Guarantor will execute and deliver to the Purchasers an accession agreement substantially in the form of Schedule E-1 hereto, to become a party hereto (the “**Initial Accession Agreement**”); (ii) on or before the Closing Date, Codere Argentina S.A., Iberargen S.A., Interbas S.A., Intermar Bingos S.A., Interjuegos S.A., Bingos del Oeste S.A., Bingos Platenses S.A., and San Jaime S.A. (collectively the “**Argentine Guarantors**”) will execute and deliver to the Trustee an accession offer to this Agreement (the “**Argentine Accession Agreement**”), substantially in the form of Schedule E-2 hereto, to become a party hereto and guarantee the Issuer’s obligations under the Notes pursuant to their guarantees (the “**Argentine Guarantees**”) and the Trustee shall execute and deliver to the Argentine Guarantors the corresponding acceptance letter substantially in the form of Schedule E-3 hereto, and (iii) within 30 days of this Agreement, Alta Cordillera, S.A. and Codere Latam Colombia, S.A., (the “**Acceding Guarantors**” and, together with the Initial Guarantors and the Argentine Guarantors, the “**Subsidiary Guarantors**” and, together with the Parent Guarantor, the “**Guarantors**”) will execute and deliver to the Purchasers an accession agreement (the “**Guarantor Accession Agreement**” and, together with the Initial Accession Agreement and the Argentine Accession Agreement, the “**Accession Agreements**”), substantially in the form of Schedule E-3 hereto, to become a party hereto and guarantee the Issuer’s obligations under the Notes pursuant to their guarantees (the “**Post-Closing Date Guarantees**” and, together with the Closing Date Guarantees and the Argentine Guarantees, the “**Guarantees**”). The date on which each Guarantor accedes to this Agreement, each an “**Accession Date**.”

The Notes and their respective Guarantees are herein referred to as the “**Securities**.”

On or about seven Business Days prior to the FPN Offer Funding Deadline (as defined below), the Issuer will enter into an escrow agreement (the “**Escrow Deed**”) substantially in the form as attached to the OCSM with GLAS Specialist Services Limited (the “**Escrow Agent**”), governing the terms of an escrow account (the “**Escrow Account**”) into which the Purchasers will deposit, in accordance with Section 2(a) of this Agreement, the relevant portion of the €124,425,000 in aggregate principal amount of the Notes to be purchased with cash consideration, at a purchase price of 100.00% (such proceeds, the “**Escrow Proceeds**”) by the FPN Offer Funding Deadline. The Escrow Deed will provide that, subject to the satisfaction of certain conditions, upon issuance of the Notes by the Issuer pursuant to the terms of this Agreement and closing of the Restructuring, the Escrow Proceeds will be released from the Escrow Account to the Issuer in consideration for receipt by the Purchasers of the Notes on the Closing Date (as defined below) (such date also, the “**Escrow Release Date**”). Until the closing date of the Restructuring, the Escrow Account will be held and controlled by the Escrow Agent for the benefit of the Purchasers. The release of the Escrow Proceeds is subject to the satisfaction of certain conditions in the Escrow Deed. Pursuant to the terms of the Escrow Deed, if the Closing Date does not occur pursuant to the terms of this Agreement, the Escrow Proceeds shall be released back to each Purchaser in accordance with the terms of the Escrow Deed.

The Purchasers may subscribe to the offer of the Notes by submitting an Account Holder Letter (as defined and as set out in the OCSM) to the Information Agent by the FPN Notes Offer Subscription Deadline (as defined in the OCSM).

The liens on the Collateral (as defined below) securing, among other indebtedness, the Securities are, or will be on the Closing Date, subject to an intercreditor agreement, dated

November 8, 2016 as amended and restated on the Closing Date (as further amended from time to time) (the “**ARA Intercreditor Agreement**”) by and between the Issuer, the Guarantors, the Trustee, the security agent thereto, and certain other entities. The Indenture constitutes a “First Priority Debt Document”, the obligations of the Issuer and the Guarantors constitute “First Priority Debt Liabilities” and “Secured Obligations,” in each case as defined in the ARA Intercreditor Agreement, and the obligations of the Issuer with respect to the Securities on the Closing Date will be, secured and have first priority in accordance with the terms of the ARA Intercreditor Agreement and the Security Documents (as defined in the ARA Intercreditor Agreement). Pursuant to the terms of the ARA Intercreditor Agreement, in the event of an enforcement of security interests, the noteholders under the Indenture, together with any other First Priority Creditors (as defined in the ARA Intercreditor Agreement), will receive proceeds from such enforcement in priority to other creditors of the Issuer or the Guarantors.

On or about the Closing Date, the obligations of the Issuer and the Guarantors under the Indenture will be secured by (i) the collateral described in and granted pursuant to each of the documents listed on Schedule B Part I hereto (each an “**Existing Collateral Document**”) and (ii) the collateral described in and granted pursuant to each of the documents listed on Schedule B Part II hereto (each a “**New Collateral Document**” and together with the Existing Collateral Documents, the “**Closing Date Collateral Documents**”). Within 25 Business Days of the Closing Date, Parent Guarantor shall, and shall cause its subsidiaries (as applicable), to register and perfect the security interests with respect to the security document (or amendments to the existing security documents) listed in Schedule B Part III hereto (the “**Post-Closing Collateral Documents**” and together with the Closing Date Collateral Documents, the “**Collateral Documents**” and with the ARA Intercreditor Agreement, the “**Security Documents**”) and take such additional necessary actions so that the obligations of the Issuer and the Guarantors under the Indenture are secured by the collateral described in and granted pursuant to the Post-Closing Collateral Documents (the collateral described in the Collateral Documents, the “**Collateral**”).

This Agreement, the Accession Agreement, the Indenture (including the Guarantees provided therein), the Notes, the New Collateral Documents, the Post-Closing Collateral Documents, ARA Intercreditor Agreement and the Escrow Deed are hereinafter collectively referred to as the “**New Transaction Documents**” and the Existing Collateral Documents are hereinafter collectively referred to as “**Original Transaction Documents**” and together with the New Transaction Documents, the “**Transaction Documents**.”

Pursuant to the terms of this Agreement, the Issuer will use the proceeds from the Notes to refinance the portion of the Interim Notes (as defined in the OCSM) that remains outstanding after the completion of the Exchange and the Private Exchange (in each case as defined in the OCSM), for general corporate purposes and to pay fees, costs and expenses in connection with the implementation of the Restructuring.

The Securities are to be offered and sold to the Purchasers without being registered with the Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933 (as amended, the “**Securities Act**,” which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder), in reliance upon exemptions therefrom. Pursuant to the terms of the Securities and the Indenture, investors who acquire Securities shall be deemed to have agreed that Securities may only be resold or otherwise transferred, after the date hereof, if

such Securities are registered for sale under the Securities Act or if an exemption from the registration requirements of the Securities Act is available (including the exemptions afforded by Rule 144A under the Securities Act (“**Rule 144A**”) or Regulation S under the Securities Act (“**Regulation S**”)).

Additionally, the Securities are to be offered and sold to the Purchasers without being registered with the Spanish market’s supervision authority, the Luxembourg market’s supervision authority or any other competent authority in the European Union or the UK. The issue, offer and sale of the Securities under this Agreement and the Indenture will be made in circumstances which do not require the registration of a prospectus in accordance with the provisions of article 35 of the Securities Markets and Investments Services Act, enacted by Spanish Law 6/2023, of 17 March (the “**Spanish Securities Market Act**”) and Royal Decree 814/2023, of 8 November, on financial instruments, admission to trading, registration of marketable securities and market infrastructures (*Real Decreto 814/2023, de 8 de noviembre, sobre instrumentos financieros, admisión a negociación, registro de valores negociables e infraestructuras de mercado*), or with the Luxembourg law of 16 July 2019 on prospectuses for securities as amended from time to time (the “**Luxembourg Prospectus Law**”), or with Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14th of June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market (the “**Prospectus Regulation**”), or with the Prospectus Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”) (the “**UK Prospectus Regulation**”).

When used in this Agreement, “**Business Day**” means a day other than Saturday, Sunday or any other day on which banking institutions in New York, London, Luxembourg, Madrid or a place of payment under this Agreement are authorized or required by law to close.

The Issuer hereby confirms its agreements with the Purchasers as follows:

SECTION 1 Representations and Warranties of the Issuer and Guarantors. Each of the Issuer and the Parent Guarantor, and, upon its accession each Initial Guarantor, Argentine Guarantor and Acceding Guarantor, jointly and severally, hereby represents, warrants and covenants to each Purchaser that, as of the date hereof and as of the Closing Date, and, if applicable, as of the Accession Date:

a. **No Registration Required.** Subject to compliance by the Purchasers with the representations and warranties set forth in Section 6 hereof, it is not necessary in connection with the offer, sale and delivery of the Securities to the Purchasers in the manner contemplated by this Agreement to register the Securities under the Securities Act or, until such time as the Securities are issued pursuant to an effective registration statement, to qualify the Indenture under the Trust Indenture Act of 1939.

b. **Private Offering.** The Issuer has offered the Securities to the Purchasers in a private sale. None of the Issuer nor anyone acting on their behalf nor, to the best of its knowledge, any other person, has taken, or will take, any action that would subject the issuance or sale of the Notes to the registration requirements of Section 5 of the Securities Act or to the registration requirements of any securities or blue sky laws of any applicable jurisdiction, including, without

limitation, the Spanish Securities Markets Act, the Luxembourg Prospectus Law, the Prospectus Regulation, or the UK Prospectus Regulation.

c. **Regulation S.** The Issuer, the Guarantors and their respective affiliates and all persons acting on their behalf have complied with and will comply with the offering restrictions requirements of Regulation S in connection with the offering of the Securities outside the United States. Each of the Issuer and the Guarantors is a “foreign issuer,” as defined in Rule 902 of Regulation S.

d. **No Integration of Offerings, General Solicitation or Directed Selling.** Within the preceding 30 calendar days, none of the Issuer, the Guarantors, their affiliates (as such term is defined in Rule 501 under the Securities Act) (each, an “**Affiliate**”), or any person acting on its or any of their behalf has, directly or indirectly, solicited any offer to buy or offered to sell, or will, directly or indirectly, solicit any offer to buy or offer to sell, in the United States or to any United States citizen or resident, any security which is or would be integrated with the sale of the Securities in a manner that would require the Securities to be registered under the Securities Act. None of the Issuer, the Guarantors, their Affiliates, or any person acting on its or any of their behalf has engaged or will engage, in connection with the offering of the Securities, in soliciting offers for, or offer or sell, the Securities in the United States (A) by means of any general solicitation or general advertising within the meaning of Rule 502 under the Securities Act or (B) in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act. With respect to those Securities sold in reliance upon Regulation S, (i) none of the Issuer, the Guarantors, their Affiliates or any person acting on its or their behalf has engaged or will engage in any directed selling efforts within the meaning of Regulation S and (ii) each of the Issuer, the Guarantors and their Affiliates and any person acting on its or their behalf has complied and will comply with the offering restrictions set forth in Regulation S.

e. **Eligibility for Resale under Rule 144A.** The Securities are eligible for resale pursuant to Rule 144A and will not be, at the Closing Date, of the same class as securities listed on a national securities exchange registered under Section 6 of the U.S. Securities Exchange Act of 1934, as amended, or quoted in a U.S. automated interdealer quotation system.

f. **Specified Materials.** This Agreement and the informational documents referred to in Schedule D hereto (together, the “**Specified Materials**”) do not (taken as a whole, as of the date hereof and the Closing Date) include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made materially misleading.

g. **The Purchase Agreement.** This Agreement has been duly authorized, executed and delivered by the Issuer and the Parent Guarantor, and the signatories of each of the Issuer and the Parent Guarantor are duly authorized to execute this Agreement on their behalf.

h. **Accession Agreement.** On each Accession Date, the Accession Agreement will have been duly authorized, executed and delivered by each of the Initial Guarantors, the Argentine Guarantors, the Acceding Guarantors and any other Guarantor that accedes to this Agreement, and the signatories of each of the Initial Guarantors, the Argentine Guarantors, the Acceding Guarantors and any other Guarantor that accedes to this Agreement will be, at the time of the

execution of the Accession Agreement, duly authorized to execute the Accession Agreement in the name and on behalf of each of the Initial Guarantors, the Argentine Guarantors, the Acceding Guarantors and any other Guarantor that accedes to this Agreement.

i. **Authorization of the Securities.** The Securities to be purchased by the Purchasers from the Issuer will on the Closing Date be in the form contemplated by the Indenture, have been duly authorized for issuance and sale pursuant to this Agreement and the Indenture and, at the Closing Date, will have been duly executed by the Issuer and, when authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Issuer, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, *concurso*, reorganization, *quiebra*, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles and will be entitled to the benefits of the Indenture. The Guarantees of the Notes on the Closing Date (or on the Accession Date for Acceding Guarantors) when issued will be in the respective forms contemplated by the Indenture and have been duly authorized by each of such Guarantors for issuance pursuant to this Agreement and the Indenture; the Guarantees of the Notes, at the Closing Date (or on the Accession Date for Acceding Guarantors) will have been duly executed by each of such Guarantors and, when the Notes have been authenticated in the manner provided for in the Indenture and issued and delivered against payment of the purchase price therefor, the Guarantees of the Notes will constitute valid and binding agreements of such Guarantors, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, *concurso*, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles and will be entitled to the benefits of the Indenture.

j. **Transaction Documents.** Each Original Transaction Document has been duly authorized, executed, perfected, and delivered (as applicable) by the Issuer and the Guarantors as of the Closing Date (or on the Accession Date for Acceding Guarantors) and constitutes, or will constitute, as applicable, a valid and binding agreement of the Issuer and the Guarantors, enforceable against the Issuer and the Guarantors in accordance with its respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, *concurso mercantil*, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles (collectively, the “**Enforceability Exceptions**”). As of, or following the Closing Date, as applicable, each New Transaction Document, including any collateral confirmation agreements confirming the grant and valid existence of the Collateral granted pursuant to any New Transaction Document, has been, or prior to the execution thereof will be, duly authorized, executed, perfected, authenticated, issued, and delivered (each as applicable) by the Issuer and the Guarantors (to the extent party thereto), and when it has been duly executed, delivered and registered (as applicable) in accordance with its respective terms, will constitute a valid and binding agreement of the Issuer and the Guarantors, enforceable against the Issuer and the Guarantors in accordance with its respective terms, subject to the Enforceability Exceptions.

k. **Security Documents.** As of the Closing Date (or on the Accession Date for Acceding Guarantors), the relevant pledging entity under each Collateral Document will own the relevant property subject to the security created, or to be created, as applicable, by such Collateral Document, free and clear of any security interest, mortgage, pledge, lien, encumbrance, or claim,

other than the Transaction Security (as defined in the ARA Intercreditor Agreement) and such Collateral Document will constitute, subject to the Enforceability Exceptions, a valid and enforceable security interest in accordance with its terms.

1. **Non-Contravention of Existing Instruments; No Further Authorizations or Approvals Required.** Neither the Issuer nor any of the Guarantors or any Subsidiaries is (i) in violation of its charter, bylaws or other constitutive document, (ii) in default (or, with the giving of notice or lapse of time, would be in default) under any indenture, mortgage, loan or credit agreement, note, contract, franchise, lease or other instrument to which the Issuer, the Guarantors or any of the Subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Issuer, the Guarantors or any of the Subsidiaries is subject (each, an “**Existing Instrument**”), (iii) in violation of any law, ordinance, governmental rule, regulation or court decree to which it or its property assets may be subject, or (iv) in violation of applicable laws and regulations in any jurisdiction outside the Licensed Jurisdictions (as defined below) that prohibits any Online Gambling Activity (as defined below) and that, based on the advice of independent reputable external counsel, might reasonably be expected to enforce against the Issuer, the Parent Guarantor or any of its Subsidiaries, prohibitions on any Online Gambling Activity, including, without limitation, the Unlawful Internet Gambling Enforcement Act of 2006, the Wire Act and the Illegal Gambling Business Act, and related rules and regulations; except in the case of (ii) and (iii), (x) to the extent that any such breach, violation or default would not have, individually or in the aggregate, a material adverse effect on the business, properties, condition (financial or otherwise), results of operations or prospects of the Issuer, the Parent Guarantor and its Subsidiaries taken as a whole (a “**Material Adverse Effect**”, and a material adverse change in the business, properties, condition (financial or otherwise), results of operations or prospects of the Issuer, the Parent Guarantor and its Subsidiaries taken as a whole, a “**Material Adverse Change**”) and (y) as disclosed in the Specified Materials. The execution, delivery and performance of the Transaction Documents (including, without limitation, the Collateral Documents) by the Issuer, the Guarantors and the Subsidiaries party thereto and the consummation of the transactions contemplated thereby (including, without limitation, the granting and perfection of the Collateral) and the issuance and delivery of the Securities (i) have been, or will be, duly authorized by all necessary corporate action, and will not result in any violation of the provisions of the charter, bylaws or other constitutive document of the Issuer, the Guarantors or any Subsidiary (as defined in the Indenture), (ii) will not conflict with or constitute a breach of, or default or a Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Issuer, the Guarantors or any of the Subsidiaries pursuant to, or require the consent of any other party to, any Existing Instrument, except for such conflicts, breaches, defaults, liens, charges or encumbrances as would not, individually or in the aggregate, result in a Material Adverse Change and (iii) will not result in any violation of any law, administrative regulation or administrative or court decree applicable to the Issuer, or any Guarantor or any Subsidiary except for such violations as would not, individually or in the aggregate, result in a Material Adverse Change. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency is required for the execution, delivery and performance of the Transaction Documents by the Issuer and the Guarantors to the extent a party thereto, or the issuance and delivery of the Securities, or consummation of the transactions contemplated hereby. As used herein, a “**Debt Repayment Triggering Event**” means any event or condition which gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture or other evidence of

indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Issuer or any of the Subsidiaries.

m. **No Material Actions or Proceedings.** Except as disclosed in the Specified Materials, there are no legal, administrative, or governmental actions, suits, arbitrations, or proceedings pending or, to the best of the Issuer's and the Guarantors' knowledge, threatened (i) against or affecting the Issuer, any of the Guarantors or any Subsidiary or the Collateral or (ii) which has as the subject thereof any material property owned or leased by, the Issuer, the Guarantors or any of the Subsidiaries; and any such action, suit or proceeding, if determined adversely to the Issuer, such Guarantor or such Subsidiary, would have a Material Adverse Effect or materially adversely affect the consummation of the transactions contemplated by this Agreement. No material labor dispute with the employees of the Issuer, the Guarantors or any Subsidiary, or with the employees of any principal supplier of the Issuer or the Guarantor exists or, to the best of the Issuer's or the Guarantors' knowledge, is threatened or imminent.

n. **No Stamp Duties.** No capital, transfer, stamp duty, stamp duty reserve or other documentary, issuance or transfer taxes or duties are required to be paid by or on behalf of the Purchasers in any of Luxembourg, Spain, the United Kingdom, the United States, Argentina (provided that the New Transaction Documents are executed by way of exchange of correspondence or neither are signed or have effects in Argentina), the Republic of Italy (provided that the New Transaction Documents are executed either by way of exchange of correspondence or outside of the Republic of Italy), Panama or Mexico, any jurisdiction from or through which payment is made, or any political sub-division or taxing authority thereof or therein in connection with (A) the creation, issue or delivery by the Issuer of the Notes pursuant hereto or the initial sale thereof and the creation, issue or delivery of the Guarantees by the Guarantors, (B) the purchase by the Purchasers of the Notes contemplated by this Agreement, (C) the execution of this Agreement and any documents entered into in connection therewith, including any New Collateral Documents or (D) the consummation of the transactions contemplated by this Agreement (including, without limitation, the granting of the Guarantees); other than in the case of Luxembourg, where the New Transaction Documents (i) are voluntarily presented to the registration formalities with the *Administration de l'Enregistrement, des Domaines et de la TVA* in Luxembourg, (ii) are appended to a document that requires mandatory registration with the *Administration de l'Enregistrement, des Domaines et de la TVA* in Luxembourg or (iii) deposited in the minutes of a notary (*déposés au rang de minutes d'un notaire*), a registration duty (*droit d'enregistrement*) will be due, the amount of which will depend on the nature of the document to be registered.

o. **Issuer and Guarantors Not an "Investment Company."** The Issuer and the Guarantors have been advised of the rules and requirements under the Investment Company Act of 1940, as amended (the "**Investment Company Act**," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder). None of the Issuer or any Guarantor is, or after receipt of payment for the Securities will be, an "investment company" within the meaning of the Investment Company Act and will conduct its business in a manner so that it will not become subject to the Investment Company Act.

p. **Anti-Corruption Laws.** (i)(a) The Issuer, the Guarantors and their respective direct and indirect subsidiaries (the “**Group**”) are in the process of instituting and, once instituted, will maintain and enforce, policies, procedures and protocols designed to promote and achieve compliance by the Issuer, the Guarantors and their respective Subsidiaries and their respective officers, directors and employees with applicable Anti-Corruption Laws, (b) the Group is in the process of establishing and, once established, will maintain a crime prevention model, in compliance with and adequate to satisfy requirements under applicable existing regulations, *provided that* the model referred to in this clause (i)(b) includes policies, procedures and protocols with regards to crime and fraud detection (including, if necessary, regulatory reporting) to be deployed when any breach is detected; (ii) none of the Issuer, the Guarantors or, any of their respective Subsidiaries or any of the directors, officers or, to the knowledge of the Issuer and each Guarantor, employees or agents (acting as such) of the Issuer, the Guarantors or any of their respective Subsidiaries, has, from April 1, 2023, engaged in any dealings that would constitute a violation by such persons of applicable Anti-Corruption Laws; (iii) none of the Issuer, the Guarantors or any of their respective Subsidiaries has notice of any pending action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Issuer or the Guarantors or their respective Subsidiaries with respect to the Anti-Corruption Laws. To the knowledge of the Issuer and each Guarantor, no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Issuer or the Guarantors or their respective Subsidiaries with respect to the Anti-Corruption Laws is threatened; and (iv) none of the Issuer or the Guarantors will, directly or indirectly, use any part of the proceeds of the offering, or lend, contribute or otherwise make available any such proceeds to any Subsidiary, joint venture partner or other person in any manner that would constitute or give rise to a violation of Anti-Corruption Laws, except, in the case of (i), (ii) and (iii) of this Section 1(p), as disclosed in the Specified Materials. For purposes of this Section 1(p), “**Anti-Corruption Laws**” mean the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, any law adopting the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and any other applicable laws or regulations concerning or relating to bribery or corruption.

q. **Money Laundering Laws.** (i)(a) The Issuer, the Guarantors and their respective Subsidiaries are in the process of instituting and, once instituted, will maintain and enforce, policies, procedures and protocols designed to promote and achieve continued compliance by the Issuer, the Guarantors and their respective Subsidiaries and their respective officers, directors and employees with applicable Money Laundering Laws, (b) the Group is in the process of establishing and, once established, will maintain anti-money laundering policies and procedures, in compliance with and adequate to satisfy requirements under applicable existing regulations, which have been approved by the Board of Directors of the Company, *provided that*, the model referred to in this clause (i)(b) includes policies, procedures and protocols with regards to crime and fraud detection, (including, if necessary, regulatory reporting) to be deployed when any breach is detected; (ii) the operations of the Issuer and the Guarantors and their respective Subsidiaries are and have been conducted at all times from April 1, 2023 in compliance with applicable Money Laundering Laws in all material respects; (iii) none of the Issuer, the Guarantors or any of their respective Subsidiaries has notice of any pending action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Issuer or the Guarantors or their respective Subsidiaries with respect to the Money Laundering Laws; (iv) to the knowledge of the Issuer and each Guarantor, no action, suit or proceeding by or before any court or

governmental agency, authority or body or any arbitrator involving the Issuer or the Guarantors or their respective Subsidiaries with respect to the Money Laundering Laws is threatened; and (v) none of the Issuer or the Guarantors will, directly or indirectly, use any part of the proceeds of the offering, or lend, contribute or otherwise make available any such proceeds to any Subsidiary, joint venture partner or other person in any manner that would constitute or give rise to a violation of Anti-Money Laundering Laws, except, in the case of (i), (ii), (iii) and (iv) of this Section 1(q), as disclosed in the Specified Materials. For purposes of this Section 1(q), “**Money Laundering Laws**” mean the Bank Secrecy Act, as amended by the Patriot Act, and any other applicable laws or regulations concerning or relating to terrorism financing or money laundering.

r. **Sanctions.** None of the Issuer or the Guarantors or any of their respective Subsidiaries, or any director, officer, employee or, to the knowledge of the Issuer, Affiliate of the Issuer or the Guarantors or any of their respective Subsidiaries, (i) is currently the subject of any economic or financial sanctions imposed or administered by the Office of Foreign Assets Control of the U.S. Treasury Department, the U.S. Department of Commerce, the U.S. Department of State, the United Nations Security Council, the European Union or any of its member states, His Majesty’s Treasury of the United Kingdom (such sanctions collectively, “**Sanctions**,” and each such person, a “**Sanctioned Person**”) or (ii) is located, organized or resident in a country or territory that is the subject or target of any Sanctions that broadly prohibit or restrict dealings with or involving such country or territory (each, a “**Sanctioned Country**,” currently, Cuba, Iran, North Korea, Syria and the territories of Crimea, Donetsk and Luhansk). None of the Issuer or the Guarantors or any of their respective Subsidiaries, or any director or officer or, to the knowledge of the Issuer, employee or Affiliate of the Issuer or the Guarantors or any of their respective Subsidiaries has from April 1, 2023 engaged in any dealings or transactions that would constitute a violation of applicable Sanctions. The Issuer, the Guarantors and their respective Subsidiaries have instituted and maintain policies and procedures designed to promote and achieve continued compliance with Sanctions. The Issuer and the Guarantors will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other person, (i) to fund or facilitate any activities of or business with any person that, at the time of such funding, is a Sanctioned Person, or is located, organized or resident in a Sanctioned Country, or (ii) in any other manner, in either case as would constitute or give rise to a violation by any person (including any person participating in the offering, whether as underwriter, advisor, investor or otherwise) of Sanctions. The representations under this Section 1(r) are only given and sought to the extent that such representations would not constitute or give rise to a violation of Council Regulation (EC) 2271/96 of 22 November 1996, or any applicable law implementing Council Regulation (EC) 2271/96.

s. **Online Gambling.** The Parent Guarantor and its Subsidiaries only conduct online gambling business (including, without limitation, any bingo or other games), any activity involving internet gambling sites, processing any payments thereof and/or conduct any other gambling activities (“**Online Gambling Activity**”) wholly within each of the jurisdictions in which is it properly licensed to do so (collectively the “**Licensed Jurisdictions**”). The Parent Guarantor and its Subsidiaries: (i) maintain reasonable safeguards and procedures consistent with the highest standards in the industry to (a) ensure that any relevant internet website is available solely to persons who reside and are located in a Licensed Jurisdiction and (b) exclude persons who do not reside or are not located in a Licensed Jurisdiction from placing wagers on, or participating in, any of the relevant internet websites, including safeguards and procedures to exclude persons in the

United States of America (including any state or territory thereof), any other jurisdiction that prohibits any Online Gambling Activity and, based on the advice of independent reputable external counsel (which the Parent Guarantor shall procure prior to any commercial launch of any Online Gambling Activity), any other jurisdiction that might reasonably be expected to enforce against the Parent Guarantor or the Subsidiaries, prohibitions on any Online Gambling Activity (together, the “**Safeguards and Procedures**”); and (ii) implement such Safeguards and Procedures prior to launching any Online Gambling Activity and shall thereafter, at all times, monitor and maintain such Safeguards and Procedures and periodically review such Safeguards and Procedures in light of technological developments.

t. **No Immunities.** None of the Issuer or the Guarantors, or any of the Subsidiaries, and none of their respective properties or assets, has any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) under the laws of any jurisdiction in which it has been incorporated or in which any of its property or assets are held (each, a “**Relevant Jurisdiction,**” and collectively, the “**Relevant Jurisdictions**”).

u. **Valid Choice of Law, Submission to Jurisdiction and Appointment of Process Agent.** Each of the Issuer and the Guarantors has the power to submit and, pursuant to this Agreement, has legally, validly, effectively and irrevocably submitted, and pursuant to the Indenture, will legally, validly, effectively, and irrevocably submit, to the exclusive (and in the case of Codere Latam Colombia, S.A., non-exclusive) jurisdiction of any U.S. federal or state court in the Borough of Manhattan in the City of New York, New York, in connection with any suit, action or proceeding arising out of or relating to this Agreement and the Indenture, respectively, and has the power to designate, appoint and empower and, pursuant to this Agreement and the Indenture, has or will have, on the Closing Date or Accession Date, as applicable, legally, validly and effectively designated, appointed and empowered an agent for service of process in any suit, action or proceeding, as provided herein.

v. **Ranking.** The Securities will be first priority secured obligations of the Issuer and the Guarantors and rank *pari passu* in right of payment with the Issuer’s and the Guarantors’ existing and future debt that is not subordinated in right of payment to the Securities.

w. **Status of Collateral.** The provisions of each Collateral Document to which the Issuer, any Guarantor, or any Subsidiary of the Parent Guarantor providing security is or will be, as applicable, a party at the Closing Date, and the taking of the actions described in the Transaction Security was or will be, as applicable, effective to create, in favor of the Security Agent, a legal, valid, binding, enforceable and effective first-priority lien on all of the Collateral purported to be covered thereby.

Any certificate signed by an officer of the Issuer or any Guarantor and delivered to the Purchasers or to counsel for the Purchasers shall be deemed to be a representation and warranty by the Issuer or such Guarantor to each Purchaser as to the matters set forth therein.

SECTION 2 **Purchase, Sale and Delivery of the Securities.**

a. **The Securities.** The Issuer agrees to issue and sell to the Purchasers, severally and not jointly, and, subject to the conditions set forth herein, including in Section 5 hereof, the Purchasers agree, severally and not jointly, to purchase from the Issuer, the aggregate principal amount of Securities, set forth in the respective allocation funding notice provided by the Information Agent or otherwise on behalf of the Issuer (each an “**Allocation Funding Notice**”) in response to an Account Holder Letter received from such Purchaser, at a purchase price of 100.00% of the aggregate principal amount thereof, on the basis of the representations, warranties and agreements herein contained, and upon the terms herein set forth.

b. **Fees.** (i) In consideration of the agreement by the Purchasers to severally subscribe and pay for the Securities as part of the Restructuring process, each Purchaser shall receive such portion of the A Ordinary Shares (as defined in the Lock-Up Agreement) representing 17.5% of the A Ordinary Shares of Codere Group Topco on the Transaction Effective Date (as defined in the Lock-Up Agreement) (subject to dilution for other permitted future equity issuances) (the “Equity Fee”), as is *pro rata* to such Purchaser’s purchases in the aggregate amount of the Notes on the Transaction Effective Date. (ii) In addition, in accordance with the Restructuring Implementation Deed and in consideration of the agreement by the Purchasers to severally subscribe and pay for the Securities as part of the Restructuring process, on the Closing Date, an amount of €3,848,196 will be capitalized on the Notes (pro rata to each Purchaser’s holdings). After such capitalization, the aggregate principal amount of the Notes outstanding will amount to €128,273,196.

c. **The Closing Date.** The closing of the purchase or exchange, as applicable, of the Securities by the Purchasers and payment of consideration therefor shall be made at the offices of Milbank LLP, at 100 Liverpool Street, London, EC2M 2AT (or such other place as may be agreed to by the Issuer and the Purchasers) at 9:00 a.m. London time, on the Restructuring Effective Date (as defined in the Restructuring Implementation Deed (as defined in the Lock-Up Agreement)), or such other time and date as the Issuer shall designate by notice to the Purchasers (the time and date of such closing are called the “**Closing Date**”).

d. **Consideration for the Securities.** The consideration for the Securities may be made in cash, in Interim Notes or in a combination of cash and Interim Notes. (i) For the delivery of the consideration in cash, the relevant Purchaser shall deposit its respective purchase price for the Notes, as set out in its respective Allocation Funding Notice, into the Escrow Account on or prior to the FPN Escrow Funding Deadline (as defined in the OCSM). If a Purchaser’s funds do not reach the Escrow Account by the Funding Deadline, the Purchaser will not be entitled to purchase the Notes. Payment of the cash consideration for the Securities shall be made by the Escrow Agent on behalf of each Purchaser, by wire transfer of the Escrow Proceeds, in same-day funds, from the Escrow Account in accordance with the terms of the Escrow Deed on the Escrow Release Date. (ii) For the delivery of the consideration in Interim Notes pursuant to the Exchange, the relevant Purchaser shall elect the amount of Interim Notes necessary for its proposed exchange into Notes in its account holder letter to be delivered to the information agent pursuant to the instructions included in the OCSM. Such Interim Notes will be cancelled on the Closing Date. On the Closing Date, Interim Notes are expected to be exchanged at an exchange ratio of EUR1.2 in principal amount of newly issued Notes for each EUR1.0 in principal amount of Interim Notes.

e. **Delivery of the Securities.** The Securities sold in reliance upon Section 4(a)(2) of the Securities Act will be represented by entries in the registry related to the Notes (the “**Restricted Note**”). The Securities sold in reliance upon Regulation S will be represented by entries in the registry related to the Notes (the “**Regulation S Note**” and together with the Restricted Note, the “**Notes in Registered Form**”).

f. **Form of Notes.**

(i) The Notes will be issued in registered form and evidenced by an entry in the register of the Notes, and shall be deemed to bear the legends set forth in Section 6(h). No title deed or other certificate shall be issued in respect of the Notes on the Closing Date.

(ii) The Notes shall be issued in minimum denominations of €1.00 and multiples of €1.00 in excess thereof.

SECTION 3 Additional Covenants. Each of the Issuer and the Parent Guarantor and, upon accession, each Argentine Guarantor and Acceding Guarantor, further covenants and agrees with each Purchaser as follows:

a. **The Collateral Documents.** Subject to the Agreed Security Principles (as defined in the Indenture), all filings and other actions necessary to formalize and perfect the extension of the security interest in the Transaction Security created under the Collateral Documents to the obligations arising from the Notes will be at or prior to the Closing Date, or the date falling 25 Business Days after the Closing Date (the “**Post-Closing Collateral Effective Date**”), as applicable, duly made or taken, including any notification and registration requirements provided for by the law governing the relevant Transaction Security and under Spanish law and are, or will be at or prior to the Post-Closing Collateral Effective Date in full force and effect. Subject to the Agreed Security Principles and the Enforceability Exceptions, the Transaction Security constitutes or will, at the Post-Closing Collateral Effective Date, constitute a perfected first-priority security interest over the Collateral and will, at the Closing Date or the Post-Closing Collateral Effective Date, secure the Secured Obligations (as defined in the ARA Intercreditor Agreement), including, without limitation, the obligations of each of the Issuer and the Guarantors under the Securities and the Indenture, in accordance with its terms.

b. **[Reserved]**

c. **No General Solicitation or Directed Selling Efforts.** The Issuer agrees that it will not and will not permit any Affiliates or any other person acting on any of their behalf to (i) solicit offers for, or offer or sell, the Securities in the United States (A) by means of any general solicitation or general advertising within the meaning of Rule 502 under the Securities Act or (B) in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) engage in any directed selling efforts with respect to the Securities within the meaning of Regulation S, and the Issuer will and will cause all such persons to comply with the offering restrictions requirement of Regulation S with respect to the Securities.

d. **No Public Offer.** The Issuer agrees that it will not, and will cause any other person acting on its behalf not to make any offer or sale of the Securities if, as a result of such offer or sale, the offer or sale of the Securities would be considered as a public offering in accordance with

the Spanish Securities Market Act, the Luxembourg Prospectus Law, with the European Union law, including but without limitation, the Prospectus Regulation, or the UK Prospectus Regulation.

e. **Taxes.** All payments to the Purchasers in respect of the obligations of the Issuer and the Guarantors under this Agreement shall be made free and clear of, and without withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature in any jurisdiction where the Issuer or the Guarantors are incorporated, organized or otherwise resident for tax purposes or from or through which payment is made or any political subdivision thereof or therein having the power to tax (each, a “**Taxing Jurisdiction**”) unless such withholding or deduction is required by law. In that event, the Issuer or the Guarantors, as the case may be, shall pay such additional amounts as will result in the receipt by the relevant Purchaser of such amounts as would have been received by it if no such withholding or deduction had been required, except to the extent such taxes were levied due to (i) the Purchaser having a present or former connection with a Taxing Jurisdiction other than its participation as the Purchaser hereunder or (ii) the failure of the Purchaser or its agents, as the case may be, upon the reasonable written request of the Issuer or any Guarantor to comply with any form, certificate, document or other reporting requirements concerning the nationality, residence, identity or connection with the Taxing Jurisdiction of the Purchaser or its agents that would have reduced or eliminated such deduction or withholding of taxes.

f. **Listing.** Each of the Issuer and the Parent Guarantor will use its commercially reasonable efforts to, within 365 days of the Closing Date, have the Securities listed and admitted to the Official List (the “**Official List**”) and trading on The International Stock Exchange. For so long as any of the Securities are outstanding, the Issuer will use its commercially reasonable efforts to maintain such listing of the Securities; provided, however, that if the Issuer and the Parent Guarantor can no longer maintain such listing, each of the Issuer and the Parent Guarantor will use all commercially reasonable efforts to obtain and maintain the listing of the Notes on another recognized stock exchange.

g. **Perfection of Collateral.** Subject to the Agreed Security Principles and in accordance with the terms of the relevant Collateral Documents, as applicable, the Issuer and the Guarantors will make all timely filings and take all other actions necessary to formalize and perfect the security interest in the Collateral to be created (or amended) under the Collateral Documents within 25 Business Days of the Closing Date.

h. **Consents and Approvals.** The Parent Guarantor shall have given all notices required under relevant law and any material agreements, in each case that are required to execute, deliver and perform the Securities and this Agreement by the Closing Date.

SECTION 4 [Reserved]

SECTION 5 **Conditions of the Obligations of the Purchasers.** The obligations of the several Purchasers to purchase and pay for the Securities as provided herein on the Closing Date shall be subject to the accuracy of the representations and warranties on the part of the Issuer and the Guarantors set forth in Section 1 hereof as of the date hereof and as of the Closing Date as though then made and to the timely performance by the Issuer of its covenants and other obligations hereunder, and to each of the following additional conditions:

a. **Full Funding.** As of the Closing Date, the amount of EUR 124,425,000 (representing the aggregate principal amount of the Notes to be purchased with cash consideration or as part of the Exchange and the Private Exchange on the Closing Date) is fully funded.

b. **Trustee Accession.** On or before the Closing Date, the Trustee shall have acceded to the ARA Intercreditor Agreement as a Creditor Representative (as defined in the ARA Intercreditor Agreement) of the Notes.

c. **First Priority Creditors Designation.** On or before the Closing Date, the Parent Guarantor will have taken all necessary steps to designate the Notes as First Priority Debt Liabilities (as defined in the ARA Intercreditor Agreement) in accordance with clause 23.9 (*Accession of First Priority Debt Creditors under new First Priority Notes or First Priority Facility*) under the ARA Intercreditor Agreement.

d. **Consents and Approvals.** The Issuer and each of the Closing Date Guarantors shall have (i) received on or prior to the Closing Date all consents, approvals, authorizations and other orders of, or qualifications with, each court, regulatory authority, governmental body or agency, or third party, and (ii) given all notices required under relevant law and any material agreements, in each case that are required to execute, deliver and perform the Indenture (including the Guarantees), the Securities, the Collateral Documents and this Agreement by the Closing Date.

e. **Appointment of Agent for Service of Process.** The Issuer, the Parent Guarantor and the Guarantors shall have appointed and empowered CT Corporation System, as their agent for service of process in accordance with Section 12(b) hereof.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Purchasers by notice to the Issuer at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Sections 4, 7, and 8 hereof shall at all times be effective and shall survive such termination, *provided that* in the event any condition is waived under the purchase agreement, dated August 16, 2024, by and among the purchasers named in Schedule A thereto, the Issuer and the Guarantors relating to the issuance and sale of the Notes (the “**Upfront Purchase Agreement**”), such condition is also waived under this Agreement.

SECTION 6 Representations and Warranties of the Purchasers. Each of the Purchasers, severally and not jointly, represent and warrant to, and agree with each of the Issuer and the Guarantors, as of the date hereof and as of the Closing Date, that:

a. **Organization, Power and Authority.** It is duly organized and validly existing under the laws of its jurisdiction of incorporation; it has the power to execute, deliver and perform this Agreement and any other documentation relating to this Agreement to which it is a party and it has taken all necessary action to authorize such execution, delivery and performance; such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; all governmental and other consents that are required to have been obtained

by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with.

b. **Resale.** If acquiring Securities sold in reliance upon Section 4(a)(2) of the Securities Act, it, and each account for which it is acting (if any), is acquiring such Securities for its own account, or for one or more accounts (and as to each of which it has authority to acquire the Securities and exercise sole investment discretion), for investment purposes, and not with a view to, or for resale in connection with, the distribution thereof, directly or indirectly, in whole or in part, in the United States in violation of the Securities Act.

c. **Qualified Institutional Buyer.** It is: (1) a “qualified institutional buyer” within the meaning of such term as set forth in Rule 144A(a)(1) under the Securities Act (“**QIB**”) or (2) it, and each account for which it is acting, is outside the United States and not a U.S. person (as defined under Regulation S).

d. **Qualified Investor.** It, and each account for which it is acting, is (i) a “qualified investor” within the meaning of the Prospectus Regulation or the UK Prospectus Regulation and (ii) not a “retail investor”. The expression “retail investor” (A) within the EEA means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended (“**MiFID II**”); or (ii) a customer within the meaning of Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation, (B) within the UK means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (“**FSMA**”) and any rules or regulations made under FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation. It is an institution which (i) is a sophisticated institutional investor, (ii) has such knowledge and experience in financial and business matters and expertise in assessing credit risk that it is capable of evaluating the merits and risks of its investments in the Securities (and have sought such accounting, legal, tax and other advice as it has considered necessary to make an informed investment decision), and (iii) it, and each account for which it is acting, if any, is aware that there are substantial risks incident to the purchase of the Securities and is able to bear the economic risk, and sustain a complete loss, of such investment in the Securities.

e. **Financial Regulation.** It, and each account for which it is acting (if any) (i) has professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the “**Financial Promotion Order**”), or (ii) is a person falling within Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the Financial Promotion Order or (iii) is a person to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated.

f. **No Registration Required.** (i) It understands, and each beneficial owner of the Securities for which it is acting (if any) has been advised and understands, that the Securities have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States, that any offer and sale of the Securities to it is being made in reliance on an exemption from, or is a transaction not subject to, the registration requirements of the Securities Act in a transaction not involving any public offering in the United States and (ii) with respect to the Securities offered in reliance upon Regulation S, it represents, warrants and undertakes that it, and each beneficial owner of the Securities for which it is acting (if any), has not offered or sold, and will not offer and sell, any Securities to, or for the account or benefit of, U.S. persons (as defined under Regulation S) until 40 days after the Closing Date and will, and will require each subsequent purchaser to whom it resells any Securities during such 40-day period prescribed by Regulation S commencing on the Closing Date to notify such subsequent purchaser of the Securities of the resale restrictions referred to in sub-clause (i) hereof, clause (b) above and clause (i) below. It represents and warrants that its purchase of the Securities is lawful under the laws of the jurisdiction of its incorporation and the jurisdiction in which it operates (if different), and that such acquisition will not contravene any law, regulation or regulatory policy applicable to it.

g. **Due Diligence.** Prior to acquiring the Securities, (i) it has received and read a copy of the Specified Materials, provided to it by the Parent Guarantor, any of the Subsidiaries, affiliates or advisors in connection with the sale of the Securities (the “Sale”), (ii) it has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the Securities to be purchased by such Purchaser under this Agreement and (iii) it has had the opportunity to ask questions of the Issuer and it has received answers to its satisfaction concerning the terms and conditions of the Sale of the Securities and to obtain additional information (to the extent the Issuer possess such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to it or to which it had access. It understands and acknowledges that, as the Sale is a private placement of securities, it is responsible for conducting its own due diligence in connection with the Sale and any purchase of Securities by it.

h. **Legends.** Each Purchaser acknowledges that the Notes will bear a legend substantially in the following form:

THIS NOTE IS A REGISTERED NOTE WITHIN THE MEANING OF THE INDENTURE AND IS REGISTERED IN THE NAME OF THE HOLDERS AS APPEARING ON THE SECURITY REGISTER FROM TIME TO TIME. THIS NOTE IS NOT EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE HOLDERS EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS NOTE MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

THIS REGISTERED NOTE AND ANY RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS REGISTERED NOTE TO REFLECT ANY CHANGE IN APPLICABLE LAW OR

REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS REGISTERED NOTE SHALL BE DEEMED, BY THE ACCEPTANCE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

[Include if Restricted Registered Note – THIS SECURITY (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND THIS SECURITY REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM AND UNLESS IN ACCORDANCE WITH THE INDENTURE REFERRED TO HEREINAFTER, COPIES OF WHICH ARE AVAILABLE AT THE CORPORATE TRUST OFFICE OF THE TRUSTEE. EACH PURCHASER OF THE SECURITIES REPRESENTED HEREBY IS HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A (TOGETHER WITH ANY SUCCESSOR PROVISION, AND AS SUCH RULE MAY THEREAFTER BE AMENDED FROM TIME TO TIME, “RULE 144A”). THEREUNDER. THE HOLDER OF THIS SECURITY AGREES FOR THE BENEFIT OF THE ISSUER THAT (A) THIS SECURITY MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) IN THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (II) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (III) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (IV) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (IV) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ALL OTHER APPLICABLE JURISDICTIONS, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE. THIS LEGEND WILL BE REMOVED ONLY AT THE OPTION OF THE ISSUER.]

[Include if Regulation S Registered Note – THIS SECURITY (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION ORIGINALLY EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT.

UNTIL 40 DAYS AFTER THE COMMENCEMENT OF THE OFFERING, AN OFFER OR SALE OF SECURITIES WITHIN THE UNITED STATES BY A DEALER (AS DEFINED IN THE SECURITIES ACT) MAY VIOLATE THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IF SUCH OFFER OR SALE IS MADE OTHERWISE THAN IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT.]

[Include in both Restricted Registered Note and in Regulation S Registered Note] ANY TRANSFER OF THIS NOTE IS SUBJECT TO THE TRANSFEROR AND THE TRANSFEREE OF THIS SECURITY AGREEING FOR THE BENEFIT OF THE ISSUER TO THE CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN ANNEX 1 OF THE FORM OF TRANSFER INSTRUCTION TO THE REGISTRAR AS SET FORTH IN SCHEDULE C TO THIS NOTE. ANY TRANSFER RELATED FEES, COSTS AND EXPENSES ARE TO BE BORNE BY THE TRANSFEREE.

i. **Independent Investigation and Appraisal.** It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Securities. Each Purchaser has made its own independent investigation and appraisal of the business, results, financial condition, prospects, creditworthiness, status and affairs of the Parent Guarantor and the Subsidiaries and, following such investigation and appraisal and the other due diligence that it deemed necessary and subsequently conducted in connection with the Sale, it has made its own investment decision to acquire the Securities. It is aware and understands that an investment in the Securities involves a considerable degree of risk, no U.S. federal or state or non-U.S. agency has made any finding or determination as to the fairness for investment or any recommendation or endorsement of any such investment and that it must bear the economic risks of the investment in the Securities for an indefinite period of time.

j. **No Solicitation.** It, and any account for which it is acting (if any), became aware of this Sale of the Securities, and the Securities were offered to it and each account for which it is acting (if any), solely by means of direct contact between the Parent Guarantor, the Issuer, the Guarantors and not by any other means. It, and any account for which it is acting (if any), did not become aware of this sale of the Securities, and the Securities were not offered to it or any account for which it is acting (if any), by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D under the Securities Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or through any directed selling efforts within the meaning of Regulation S.

k. **Reliance.** It acknowledges that the Issuer, the Guarantors, the Subsidiaries and affiliates, and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties and agreements contained herein and agrees that (a) if, at any time on or prior to the Closing Date, any of the acknowledgements, representations, warranties and agreements by it made herein and in connection with acquiring the Securities is no longer accurate, it shall promptly notify, in writing, the Issuer, and (b) if it is acquiring the Securities as a fiduciary or agent for one or more investor accounts, it confirms and represents that it has sole investment discretion with respect to each such account and that it has been duly authorized to sign this Agreement and has full power to, and does, make the acknowledgements, representations, warranties and agreements made herein on behalf of such account and the provisions of this Agreement constitute legal, valid and binding obligations of it and any other person for whose

account it is acting (if any). It shall be deemed to have repeated such representations, warranties, agreements and acknowledgements as of the Closing Date. It acknowledges that the Issuer would not have introduced this investment opportunity to it without the execution and delivery of this Agreement.

l. **Additional Information.** It acknowledges that the Issuer may request from it and/or any account for which it is acting (if any) such additional information as the Issuer may deem necessary to evaluate its eligibility or the eligibility of any account for which it is acting to acquire the Securities, and may request from time to time such information as the Issuer may reasonably deem necessary to determine its eligibility or eligibility of any account for which it is acting to hold the Securities or to enable the Issuer to comply with applicable regulatory requirements or tax law, and it and each account for which it is acting (if any) shall use reasonable efforts to provide such information as may reasonably be requested; *provided* that in no event shall any Purchaser be obligated to disclose the name (or any other identifying information) of its limited partners, members or shareholders.

m. **Consent to the Restructuring.** It acknowledges that the Parent Guarantor, the Issuer, and any of their affiliates may take all steps required to implement the Restructuring following the issuance of the Securities and execute the ARA Intercreditor Agreement as contemplated in the OCSM.

The representations, warranties, covenants and agreements contained in this Section 6 are for the benefit of each of the Issuer, the Parent Guarantor, its Subsidiaries and affiliates and any person acting on their behalf. The Issuer, the Guarantors and their Subsidiaries and affiliates and any person acting on their behalf are irrevocably authorized to produce this Agreement or a copy hereof to any interested party in any administrative or legal proceedings, dispute or official inquiry with respect to the matters covered hereby.

SECTION 7 [Reserved]

SECTION 8 **Representations and Indemnities to Survive Delivery.** The respective currency indemnities, agreements, representations, warranties and other statements of the Issuer, the Guarantors, their respective officers and the several Purchasers set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Purchaser, the Issuer, any Guarantor or any of their partners, officers or directors or any controlling person, as the case may be, and will survive delivery of and payment for the Securities sold hereunder and any termination of this Agreement.

SECTION 9 **Notices.** All communications hereunder shall be in writing and shall be mailed, hand delivered, couriered or facsimiled and confirmed to the parties hereto as follows:

In accordance with the contact details set forth for each Purchaser in the purchaser accession to the purchase agreement (“**Purchaser Accession Agreement**”) (the form of which can be found in Schedule D-4.

If to the Issuer or the Guarantors:

| Party | Recipient | Address | Email addresses | with a copy to: |
|---|---|--|--|---|
| Guarantors | Antonio Zafra Jimenez y/and Maria Belen Rodriguez | Av. de Bruselas, 26, 28108 Alcobendas, Madrid | maria.bele.rodriiguez@codere.com Antonio.Zafra@codere.com financing@codere.com | Allen & Overy Shearman Sterling LLP Serrano 73 28003 Madrid Attention: Javier Castresana, Ignacio Ruiz- Camara and Tim Watson, |
| Codere Finance 2 (Luxembourg) S.A. | The Board of Director with c.c. Eric Lie and/y Maria Joao Caxide Lopes Ribeiro | 7 Rue Robert Stumper L-2557 Luxembourg | maria.caxide@codere.com Eric.Lie@ocorian.com ; ocorian-codere-team@ocorian.com financing@codere.com | project_coin_aos@aoshearman.com |

Any party hereto may change the address or facsimile number for receipt of communications by giving written notice to the others.

SECTION 10 Successors. This Agreement shall inure to the sole and exclusive benefit of and be binding upon the Purchasers, the Issuer and the Guarantors party hereto and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Purchasers, the Issuer and the Guarantors party hereto and their respective successors and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. No purchaser of Notes from any Purchaser shall be deemed to be a successor by reason merely of such purchase.

SECTION 11 Partial Unenforceability. The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

SECTION 12 Confidentiality.

a. Each Purchaser agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Section 12(b), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

b. **Disclosure of Confidential Information.** Any Purchaser may disclose:

(i) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Purchaser shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(ii) to any person:

1. to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Transaction Documents and, to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
2. with (or through) whom it enters into a transaction under which payments are to be made or may be made by reference to, one or more Transaction Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
3. appointed by any Purchaser or by a person to whom paragraph (ii)(1) or (ii)(2) above applies to receive communications, notices, information or documents delivered pursuant to the Transaction Documents on its behalf;
4. who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (ii)(1) or (ii)(2) above;
5. to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
6. to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
7. who is a party to this Agreement; or

8. with the consent of the Issuer,

in each case, such Confidential Information as that Purchaser shall consider appropriate if:

(a) in relation to paragraphs (ii)(1), (ii)(2), (ii)(3) and (ii)(4) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(b) in relation to paragraphs (ii)(5) and (ii)(6) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if it is not reasonably practicable so to do in the circumstances;

(iii) to any person appointed by that Purchaser or by a person to whom paragraph (ii)(1) or (ii)(2) above applies to provide administration or settlement services in respect of one or more of the Transaction Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (iii) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Issuer and the relevant Purchaser; and

(iv) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Transaction Documents and/or the Issuer if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

c. **Entire Agreement.** This Section 12 constitutes the entire agreement between the Issuer and each Purchaser in relation to the obligations of that Purchaser under the Transaction Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

d. **Inside Information.** Each Purchaser acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Purchasers undertakes not to use any Confidential Information for any unlawful purpose.

e. **Nature of Undertakings.** The undertakings given by each Purchaser in this Section 12 are given to the Issuer and are also given for the benefit of each other member of the Group.

f. **Notification of Disclosure.** Each of the Purchasers agrees (to the extent permitted by law and regulation) to inform the Issuer:

(i) of the circumstances of any disclosure of Confidential Information made pursuant to Section 12(b)(ii)(5) or 12(b)(ii)(6) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(ii) upon becoming aware that Confidential Information has been disclosed in breach of this Section 12.

g. **Continuing Obligations.** The obligations in this Section 12 are continuing and, in particular, shall survive and remain binding on each Purchaser for a period of 12 months from the earlier of:

(i) the date on which all amounts payable by the Issuer under or in connection with the Transaction Documents have been paid in full; and

(ii) the date on which such Purchaser otherwise ceases to be a holder of the Notes.

h. **Return of Copies.** During or after the period referred to in Section 12(g), and upon the written request of the Issuer, each Purchaser shall return or destroy all Confidential Information and destroy or permanently erase (to the extent technically practicable) all copies of such Confidential Information made by that Purchaser and use its reasonable endeavours to ensure that anyone to whom that Purchaser has supplied any such Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them, in each case save to the extent that the relevant Purchaser or the recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with internal policy, or where the Confidential Information has been disclosed under Section 12(b)(ii)(5) or 12(b)(ii)(6) above.

i. For the purposes of this Section 12,

(i) “**Confidential Information**” means all information relating to the Group, the Transaction Documents or the Notes of which a Purchaser becomes aware in its capacity as, or for the purpose of becoming, a Purchaser or which is received by a Purchaser in relation to, or for the purpose of becoming a Purchaser under, the Transaction Documents or the Notes from either:

1. any member of the Group or any of its advisers; or

2. another Purchaser, if the information was obtained by that Purchaser directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

1. is or becomes public information other than as a direct or indirect result of any breach by that Purchaser of Section 12; or
2. is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or
3. is known by that Purchaser before the date the information is disclosed to it in accordance with Section 12(a) or (b) above or is lawfully obtained by that Purchaser after that date, from a source which is, as far as that Purchaser is aware, unconnected with the Group and which, in either case, as far as that Purchaser is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

(ii) “**Affiliate**” means in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company;

(iii) “**Related Fund**” means in relation to a fund (the “**first fund**”), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund;

(iv) “**Representative**” means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

(v) “**Confidentiality Undertaking**” means a confidentiality undertaking substantially in a recommended form of the Loan Market Association or in any other form agreed between the Issuer and the relevant Purchaser, and in any case capable of being relied upon by, and not capable of being materially amended without the consent of, the Issuer.

SECTION 13 Governing Law Provisions. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN SUCH STATE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF. FOR THE AVOIDANCE OF DOUBT, THE PROVISIONS OF ARTICLES 470-1 TO 470-19 OF THE LUXEMBOURG AMENDED COMPANIES LAW DATED AUGUST 10, 1915 DO NOT APPLY.

a. **Consent to Jurisdiction.** Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby (“**Related Proceedings**”) may be instituted in the federal courts of the United States of America located in the City and County of New York or the courts of the State of New York in each case located in the City and County of New York (collectively, the “**Specified Courts**”). Each of the parties hereto hereby expressly

and irrevocably submits to the jurisdiction of the Specified Courts in any Related Proceedings agrees not to commence any Related Proceedings except in the Specified Courts, and hereby waives their rights to any other jurisdiction that may apply by virtue of their present or any future domicile or for any other reason. Except with respect to Codere México, service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any Related Proceeding brought in any Specified Court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any Related Proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceeding brought in any Specified Court has been brought in an inconvenient forum. To the extent permitted by law, each of the Issuer and the Guarantors hereby waives any objections to the enforcement by any competent court in Spain of any judgment validly obtained in any such court in New York on the basis of any such legal suit, action or proceeding.

b. **Appointment of Agent for Service of Process.** Prior to the Closing Date, the Issuer and each of the Guarantors (i) will irrevocably appoint CT Corporation System with offices on the date hereof of 28 Liberty Street, New York, New York 10005 (the "**Process Agent**"), as its agent to receive service of process or other legal summons for purposes of any Related Proceeding that may be instituted in any Specified Court, and (ii) agrees that service of process upon said Process Agent at said address and written notice of said service mailed or delivered to the Issuer and the Guarantors in the manner provided herein shall be deemed in every respect effective service of process upon the Issuer and the Guarantors, in any such suit, action or proceeding. If such Process Agent shall cease so to act or ceases to have an office in New York, New York or is dissolved without leaving a successor, the Issuer and the Guarantors covenant and agree to irrevocably designate and appoint without delay another Process Agent with an office in New York, New York and to deliver promptly evidence in writing of such other Process Agent's acceptance of such appointment. Codere Mexico, S.A. de C.V. shall grant a special irrevocable power of attorney for lawsuits and collections (*pleitos y cobranzas*) notarized by a Mexican Notary Public in favor of the Process Agent in form and substance satisfactory to the Purchasers, and the parties hereto hereby agree that the granting of such power of attorney shall be a condition precedent to the effectiveness of this Agreement.

c. **Waiver of Immunity.** With respect to any Related Proceeding, each party irrevocably waives, to the fullest extent permitted by applicable law, all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, service of process, attachment (both before and after judgment) and execution to which it might otherwise be entitled in the Specified Courts, and with respect to any final judgment in any Related Proceeding (a "**Related Judgment**"), each party waives any such immunity in the Specified Courts or any other court of competent jurisdiction, and will not raise or claim or cause to be pleaded any such immunity at or in respect of any such Related Proceeding or Related Judgment, including, without limitation, any immunity pursuant to the United States Foreign Sovereign Immunities Act of 1976, as amended.

d. **Judgment Currency.** If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder into any currency other than U.S. dollars, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Purchasers could purchase U.S. dollars with such other currency in The City of New York on the Business Day

preceding that on which final judgment is given. The obligations of each of the Issuer and Guarantors in respect of any sum due from them to any Purchaser shall, notwithstanding any judgment in any currency other than U.S. dollars, not be discharged until the first Business Day, following receipt by such Purchaser of any sum adjudged to be so due in such other currency, on which (and only to the extent that) such Purchaser may in accordance with normal banking procedures purchase U.S. dollars with such other currency; if the U.S. dollars so purchased are less than the sum originally due to such Purchaser hereunder, each of the Issuer and Guarantors agrees, as a separate obligation and notwithstanding any such judgment, to indemnify such Purchaser against such loss. If the U.S. dollars so purchased are greater than the sum originally due to such Purchaser hereunder, such Purchaser agrees to pay to the Issuer and the Guarantors (but without duplication) an amount equal to the excess of the U.S. dollars so purchased over the sum originally due to such Purchaser hereunder.

SECTION 14 Effectiveness. This Agreement shall become effective upon the execution and delivery hereof by the Issuer, the Guarantors and the Purchasers.

SECTION 15 Accession of the Guarantors. This Agreement shall become effective as to the Argentine Guarantors and the Acceding Guarantors on the relevant Accession Date. Upon execution and delivery of an accession agreement, substantially in the form of Schedules E-1, E-2 and E-3, as applicable, to the Purchasers and each Argentine Guarantor and Acceding Guarantor agrees to be bound by the terms, conditions and other provisions of this Agreement as described in such accession agreement, with all attendant rights, duties and obligations stated herein, with the same force and effect as if such party had executed this Agreement on the date hereof.

SECTION 16 [Reserved]

SECTION 17 General Provisions. This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof except with respect to the provisions relating to the principal amount of Notes sold to each Notes Purchaser in the Allocation Funding Notice mentioned in Section 2(a) of this Agreement. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile, E-Signatures or other electronic transmission (*i.e.*, a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart thereof. As used in this Agreement, “**E-Signature**” means any form of signature other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise) which image could reasonably be interpreted as an indication of the signer’s intent to sign the document. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Issuer the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

CODERE FINANCE 2 (LUXEMBOURG) S.A.

By: _____

Name:

Title:

By: _____

Name:

Title:

CODERE LUXEMBOURG 3 S.À R.L., a *société à responsabilité limitée*, incorporated under the laws of Luxembourg, having its registered office at 7, rue Robert Stümper, L-2557 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B260422
as Parent Guarantor

By: _____

Name:
Title:

By: _____

Name:
Title:

The foregoing Purchase Agreement is hereby confirmed and accepted by the Purchasers as of the date first above written.

By: [●]

By: _____
Name:
Title:

SCHEDULE A

Collateral Documents

Part I: Existing Closing Collateral Documents

| No. | Document |
|-------|--|
| Spain | |
| 1. | a Spanish law governed pledge and charge over shares between Codere Luxembourg 3 S.à r.l. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Codere Newco S.A.U.; |
| 2. | a Spanish law governed pledge and charge over shares between Codere Internacional S.A.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Codere Internacional Dos S.A.U.; |
| 3. | a Spanish law governed pledge and charge over shares between Codere Internacional Dos S.A.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Codere America S.A.U.; |
| 4. | a Spanish law governed pledge and charge over shares between Codere Internacional Dos S.A.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Colonder S.A.U.; |
| 5. | a Spanish law governed pledge and charge over shares between Codere Internacional Dos S.A.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Nididem S.A.U.; |
| 6. | a Spanish law governed pledge and charge over shares between Codere España S.A.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Operiberica S.A.U.; |
| 7. | a Spanish law governed pledge and charge over shares between Codere Internacional Dos S.A.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of the shares Codere Internacional Dos S.A.U. holds in Codere Latam S.A.; |
| 8. | Spanish law governed pledge and charge over shares between Codere España S.A.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Codere Operadoras de Apuestas, S.L.U.; |
| 9. | a Spanish law governed pledge and charge over shares between Codere Apuestas España S.L.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in JPVOMATIC 2005, S.L.U.; |

| No. | Document |
|----------------|--|
| 10. | a Spanish law governed pledge and charge over shares between Codere Operadora de Apuestas, S.L.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Codere Apuestas Castilla La Mancha, S.A.; |
| 11. | a Spanish law governed pledge and charge over shares between Operibérica, S.A.U., as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Comercial Yontxa, S.A.; |
| 12. | a Spanish law governed pledge and charge over shares between Codere España, S.A.U., as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Codere Girona, S.A.; |
| 13. | a Spanish law governed pledge and charge over shares between Codere España, S.A.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Misuri, S.A.U.; |
| 14. | a Spanish law governed pledge and charge over shares between JPVMATIC 2005, S.L.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Codere Servicios, S.L.U.; |
| 15. | a Spanish law governed pledge and charge over shares between Codere Newco, S.A.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Codere International, S.A.U.; |
| 16. | a Spanish law governed pledge and charge over shares between Codere Newco, S.A.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Codere España, S.A.U.; |
| 17. | a Spanish law governed pledge and charge over shares between Codere Newco, S.A.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Codere Latam, S.A.; |
| 18. | a Spanish law governed pledge and charge over shares between Codere Newco, S.A.U. as pledgor and the Security Agent, in its own name and on behalf of the secured parties, as pledgees in respect of shares in Codere Apuestas España, S.A.U.; and |
| United Kingdom | |
| 19. | An English law governed share charge between Codere Luxembourg 3 S.à r.l. as pledgor and the Security Agent as pledgee in respect of the shares in Codere Finance 2 (UK) Limited. |
| Italy | |

| No. | Document |
|-------------------|---|
| 20. | A first-ranking pledge governed by Italian law over the shares of Codere Italia, S.P.A., granted by Codere Internacional, S.A.U. on 12 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 26 October 2023. |
| 21. | A first-ranking pledge governed by Italian law over the shares of Codere Network, S.P.A., granted by Codematica S.R.L. on 13 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 26 October 2023. |
| 22. | A first-ranking pledge governed by Italian law over the shares of Operbingo Italia, S.P.A., granted by Codere Italia, S.P.A. on 22 October 2019, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 26 October 2023. |
| Luxembourg | |
| 23. | A first-ranking pledge governed by Luxembourg Law over the shares of Codere Finance 2 (Luxembourg), S.A. granted by Codere Newco, S.A.U. on 16 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 16 October 2023. |
| 24. | A first-ranking pledge governed by Luxembourg Law over certain receivables owed by Codere Finance 2 (Luxembourg) S.A to Codere Newco S.A.U. under or pursuant to any agreement entered into between Codere Finance 2 (Luxembourg) S.A and Codere Newco S.A.U., granted by Codere Newco S.A.U on 19 November 2021, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 16 October 2023. |
| Argentina | |
| 25. | A pledge governed by the laws of the Republic of Argentina over the shares of Codere Argentina, S.A. granted by Colonder S.A.U. and Iberargen, S.A., on 14 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 26. | A pledge governed by the laws of the Republic of Argentina over the shares of Interjuegos S.A. granted by Colonder S.A.U. and Codere Argentina S.A., on 14 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 27. | A pledge governed by the laws of the Republic of Argentina over the shares of Bingos Platenses S.A. granted by Colonder S.A.U. and Codere Argentina S.A., on 14 |

| | |
|---------|---|
| | December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 28. | A pledge governed by the laws of the Republic of Argentina over the shares of Iberargen S.A. granted by Colonder S.A.U. and Nididem S.A.U. on 14 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 29. | A pledge governed by the laws of the Republic of Argentina over the shares of Interbas S.A. granted by Colonder S.A.U. and Iberargen S.A., on 14 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 30. | A pledge governed by the laws of the Republic of Argentina over the shares of Bingos del Oeste, S.A. granted by Codere Argentina, S.A. and Bingos Platenses, S.A., on 28 June 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 31. | A pledge governed by the laws of the Republic of Argentina over the shares of Intermar Bingos, S.A. representing 80% of the share capital, granted by Colonder S.A.U. and Codere Argentina S.A., on 14 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 32. | A pledge governed by the laws of the Republic of Argentina over the shares of San Jaime S.A, granted by Codere Argentina, S.A. and Bingos del Oeste, S.A., on 28 June 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| Brazil | |
| 33. | A first-ranking pledge governed by the laws of Brazil over the shares of Codere do Brasil Entretenimento LTDA, granted by Codere Latam, S.A., Nididem, S.A.U. and Codere Internacional Dos, S.A.U. on 12 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| Uruguay | |
| 34. | A pledge governed by Uruguayan law over the shares of Codere Uruguay, S.A., granted by Codere Latam, S.A. on 13 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| Mexico | |

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| 35. | A pledge governed by the laws of Mexico over the shares of Codere Mexico S.A. de C.V., granted by Codere Latam, S.A., Nididem, S.A.U. Coderco S.A. de C.V. and Promociones Recreativas Mexicanas, S.A. on 13 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| Colombia | |
| 36. | A pledge governed by the laws of Colombia over the shares of Codere Colombia S.A., granted by Codere Internacional Dos, S.A.U., Codere Internacional S.A.U., Codere Latam, S.A., Nididem, S.A.U., Codere Latam Colombia, S.A. and Codere Colombia S.A. on 28 August 2020, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 26 October 2023. |
| 37. | A pledge governed by the laws of Colombia over the shares of Codere Latam Colombia S.A., granted by Codere Internacional Dos, S.A.U., Codere Internacional S.A.U., Codere Latam, S.A., Nididem, S.A.U. and Colonder S.A. on 28 August 2020, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 26 October 2023. |

Part II: New Closing Collateral Documents

| No. | Document |
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| United Kingdom | |
| 1. | A supplemental English law governed share charge between Codere Luxembourg 3 S.à r.l. as pledgor and the Security Agent as pledgee in respect of the shares in Codere Finance 2 (UK) Limited. |
| Italy | |
| 2. | An extension and ratification of a first-ranking pledge governed by Italian law over the shares of Codere Italia, S.P.A., granted by Codere Internacional, S.A.U. on 12 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 26 October 2023. |
| 3. | An extension and ratification of a first -ranking pledge governed by Italian law over the shares of Codere Network, S.P.A., granted by Codematica S.R.L. on 13 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 26 October 2023. |
| 4. | An extension and ratification of a first-ranking pledge governed by Italian law over the shares of Operbingo Italia, S.P.A., granted by Codere Italia, S.P.A. on 22 October 2019, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 26 October 2023. |
| Luxembourg | |
| 5. | A first-ranking pledge governed by Luxembourg Law over the shares of Codere Luxembourg 3 S.à r.l. to be granted by Corkrys Iota S.A.. |
| 6. | A master extension and ratification agreement in respect of (i) a first-ranking pledge governed by Luxembourg Law over the shares of Codere Finance 2 (Luxembourg), S.A. granted by Codere Newco, S.A.U. on 16 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 16 October 2023 and (ii) a first-ranking pledge governed by Luxembourg Law over certain receivables owed by Codere Finance 2 (Luxembourg) S.A to Codere Newco S.A.U. under or pursuant to any agreement entered into between Codere Finance 2 (Luxembourg) S.A and Codere Newco S.A.U., granted by Codere Newco S.A.U on 19 November 2021, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 16 October 2023. |
| The Spanish Security Granting, Extension and Ratification Deed (as defined in the Restructuring Implementation Deed) which relates to the following: | |

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| 7. | An extension and ratification of a pledge governed by Spanish Law over the shares of Codere Internacional, S.L.U. (currently, Codere Internacional, S.A.U.), granted by Codere Newco, S.A.U. on 15 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 16 October 2023. |
| 8. | An extension and ratification of a pledge governed by Spanish Law over the shares of Codere España S.L.U. (currently, Codere España, S.A.U.), granted by Codere Newco, S.A.U. on 15 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 16 October 2023. |
| 9. | An extension and ratification of a pledge governed by Spanish Law over the shares of Codere Apuestas España S.L.U., granted by Codere Newco, S.A.U. on 15 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 16 October 2023. |
| 10. | An extension and ratification of a pledge governed by Spanish Law over the shares of Codere Latam S.L. (currently, Codere Latam, S.A.), granted by Codere Newco, S.A.U. and Codere Internacional Dos, S.A.U. on 15 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 16 October 2023. |
| 11. | An extension and ratification of a pledge governed by Spanish Law over the shares of Codere Newco, S.A.U. granted by Codere Luxembourg 3 S.À R.L. on 15 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 29 September 2023. |
| 12. | An extension and ratification of a pledge governed by Spanish Law over the shares of Codere Internacional, Dos S.A.U granted by Codere Internacional, S.L.U. (currently, Codere Internacional, S.A.U.) on 15 December 2016 as novated, amended, extended, ratified and/or complemented from time to time and most recently on 29 September 2023. |
| 13. | An extension and ratification of a pledge governed by Spanish Law over the shares of Codere América, S.A.U., granted by Codere Internacional Dos, S.A.U. on 15 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 29 September 2023. |
| 14. | An extension and ratification of a pledge governed by Spanish Law over the shares of Colonder, S.A.U. granted by Codere Internacional, Dos S.A.U. on 15 December 2016, with the intervention of the Notary of Madrid, Mr. Juan Aznar de la Haza, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 29 September 2023. |
| 15. | An extension and ratification of a pledge governed by Spanish Law over the shares of Nididem S.A.U. (currently, Nididem S.A.U.) granted by Codere |

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| | Internacional, Dos S.A.U. on 15 December 2016, with the intervention of the Notary of Madrid, Mr. Juan Aznar de la Haza, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 29 September 2023. |
| 16. | An extension and ratification of a pledge governed by Spanish Law over the shares of Operibérica, S.A.U. granted by Codere España, S.L.U. (currently, Codere España, S.A.U.) on 15 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 29 September 2023. |
| 17. | An extension and ratification of a pledge governed by Spanish Law over the shares of Codere Operadoras de Apuestas S.L.U., granted by Codere España S.A.U. on 21 October 2019, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 29 September 2023. |
| 18. | An extension and ratification of a pledge governed by Spanish Law over the shares of JPVMATIC 2005, S.L.U., granted by Codere Apuestas España S.L.U on 21 October 2019, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 29 September 2023. |
| 19. | An extension and ratification of a pledge governed by Spanish Law over 51% of the shares of Codere Apuestas Castilla La Mancha S.A., granted by Codere Operadora de Apuestas, S.L.U. on 18 November 2021, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 29 September 2023. |
| 20. | An extension and ratification of a pledge governed by Spanish Law over 51% of the shares of Comercial Yontxa S.A., granted by Operibérica S.A.U. on 18 November 2021, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 29 September 2023. |
| 21. | An extension and ratification of a pledge governed by Spanish Law over the shares of Misuri, S.A.U., granted by Codere España, S.A.U. on 18 November 2021, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 29 September 2023. |
| 22. | An extension and ratification of a pledge governed by Catalan Civil Code over 66.67% of the shares of Codere Girona S.A., granted by Codere España, S.A.U. on 18 November 2021, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 29 September 2023. |
| 23. | An extension and ratification of a pledge governed by Spanish Law over the shares of Codere Servicios, S.L.U., granted by JPVMATIC 2005 S.L.U. on 18 November 2021, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 29 September 2023. |

Part III: Post Closing Collateral Documents

| Argentina | |
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| 1. | An extension and ratification of a pledge governed by the laws of the Republic of Argentina over the shares of Codere Argentina, S.A. granted by Colonder S.A.U. and Iberargen, S.A., on 14 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 2. | An extension and ratification of a pledge governed by the laws of the Republic of Argentina over the shares of Interjuegos S.A. granted by Colonder S.A.U. and Codere Argentina S.A., on 14 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 3. | An extension and ratification of a pledge governed by the laws of the Republic of Argentina over the shares of Bingos Platenses S.A. granted by Colonder S.A.U. and Codere Argentina S.A., on 14 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 4. | An extension and ratification of a pledge governed by the laws of the Republic of Argentina over the shares of Iberargen S.A. granted by Colonder S.A.U. and Nididem S.A.U. on 14 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 5. | An extension and ratification of a pledge governed by the laws of the Republic of Argentina over the shares of Interbas S.A. granted by Colonder S.A.U. and Iberargen S.A., on 14 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 6. | An extension and ratification of a pledge governed by the laws of the Republic of Argentina over the shares of Bingos del Oeste, S.A. granted by Codere Argentina, S.A. and Bingos Platenses, S.A., on 28 June 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 7. | An extension and ratification of a pledge governed by the laws of the Republic of Argentina over the shares of Intermar Bingos, S.A. representing 80% of the share capital, granted by Colonder S.A.U. and Codere Argentina S.A., on 14 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| 8. | An extension and ratification of a pledge governed by the laws of the Republic of Argentina over the shares of San Jaime S.A, granted by Codere Argentina, S.A. and |

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| | Bingos del Oeste, S.A., on 28 June 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| Brazil | |
| 9. | An extension and ratification of a first-ranking pledge governed by the laws of Brazil over the shares of Codere do Brasil Entretenimento LTDA, granted by Codere Latam, S.A., Nididem, S.A.U. and Codere Internacional Dos, S.A.U. on 12 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| Uruguay | |
| 10. | An extension and ratification of a pledge governed by Uruguayan law over the shares of Codere Uruguay, S.A., granted by Codere Latam, S.A. on 13 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| Mexico | |
| 11. | An extension and ratification of a pledge governed by the laws of Mexico over the shares of Codere Mexico S.A. de C.V., granted by Codere Latam, S.A., Nididem, S.A.U. Coderco S.A. de C.V. and Promociones Recreativas Mexicanas, S.A. on 13 December 2016, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 27 October 2023. |
| Colombia | |
| 12. | An extension and ratification of a pledge governed by the laws of Colombia over the shares of Codere Colombia S.A., granted by Codere Internacional Dos, S.A.U., Codere Internacional S.A.U., Codere Latam, S.A., Nididem, S.A.U., Codere Latam Colombia, S.A. and Codere Colombia S.A. on 28 August 2020, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 26 October 2023. |
| 13. | An extension and ratification of a pledge governed by the laws of Colombia over the shares of Codere Latam Colombia S.A., granted by Codere Internacional Dos, S.A.U., Codere Internacional S.A.U., Codere Latam, S.A., Nididem, S.A.U. and Colonder S.A. on 28 August 2020, as novated, amended, extended, ratified and/or complemented from time to time and most recently on 26 October 2023. |

SCHEDULE B**Subsidiaries of the Parent Guarantor**

| Subsidiary | Percentage Owned |
|--|-------------------------|
| BINGOS DEL OESTE S.A. | 100.00% |
| BINGOS PLATENSES S.A. | 100.00% |
| CODERE ARGENTINA S.A. | 100.00% |
| INTERJUEGOS S.A. | 100.00% |
| INTERMAR BINGOS S.A. | 80.00% |
| SAN JAIME S.A. | 100.00% |
| IBERARGEN S.A. | 100.00% |
| INTERBAS S.A. | 100.00% |
| ITAPOAN S.A. | 81.80% |
| CODERE MEXICO S.A. DE C.V. | 100.00% |
| PROMOCIONES RECREATIVAS MEXICANAS, S.A. DE C.V. | 100.00% |
| RECREATIVOS CODERE S.A. DE C.V. | 100.00% |
| RECREATIVOS MARINA S.A. DE C.V. | 100.00% |
| CODERE OPERADORAS DE APUESTAS S.L.U. | 100.00% |
| SERVICIOS DE JUEGO ONLINE S.A.U. | 100.00% |
| LIBROS FORANEOS S.A. DE C.V. | 100.00% |
| OPERADORA DE ESPECTACULOS DEPORTIVOS S.A. DE C.V. | 100.00% |
| OPERADORA CANTABRIA S.A. DE C.V. | 100.00% |
| CODERE ONLINE OPERATOR LTD. | 100.00% |
| PROMOJUEGOS DE MEXICO S.A. DE CV. | 100.00% |
| ADMINISTRADORA MEXICANA HIPODROMO S.A. DE CV. | 100.00% |
| CALLE ENTRETENIMIENTO LAS AMÉRICAS S.A. DE C.V. | 100.00% |
| CODERE ONLINE MANAGEMENT SERVICES LTD. | 100.00% |
| ICELA SAPI DE C.V. | 84.80% |
| SERVICIOS ADMINISTRATIVOS DEL HIPÓDROMO ALTA CORDILLERA S.A. | 75.00% |
| CIA. DE. RECREAT. PANAMA S.A. | 100.00% |
| HIPICA DE PANAMA S.A. | 75.00% |
| BINGOS CODERE S.A. | 99.99% |
| CODERE COLOMBIA S.A. | 99.99% |
| INTERSARE S.A. | 92.30% |
| CODERE URUGUAY S.A. | 100.00% |
| CODERE DO BRASIL ENTRETENIMENTO LTDA. | 100.00% |
| HRU S.A. | 100.00% |
| CALLE ICELA SAPI DE C.V. | 50.00% |
| CODERE DISTRIBUCIONES S.L.U. | 100.00% |
| HOTEL ENTRETENIMIENTO LAS AMÉRICAS S.A. DE C.V. | 100.00% |
| CODERE GIRONA S.A. | 66.67% |
| CODERE HUESCA S.L. | 51.02% |
| CODERE LOGROÑO S.L. | 75.03% |
| CODERE ALICANTE S.L. | 59.00% |

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| COMERCIAL YONTXA S.A. | 51.00% |
| JMQUERO ASOCIADOS S.A.U. | 100.00% |
| JPVMATIC 2005 S.L.U. | 100.00% |
| OPER-SHERKA S.L.U. | 100.00% |
| CODERE APUESTAS BALEARES S.A.U. | 100.00% |
| OPEROESTE S.A. | 50.00% |
| HOTEL ICELA SAPI DE C.V. | 50.00% |
| RECREATIVOS OBELISCO S.L. | 60.61% |
| CODERE APUESTAS ANDALUCÍA S.A.U. | 100.00% |
| CODERE SERVICIOS S.L.U. | 100.00% |
| CODERE LATAM COLOMBIA S.A. | 100.00% |
| CODERE CASTILLA Y LEÓN S.L.U. | 100.00% |
| CODERE NAVARRA S.A.U. | 100.00% |
| CODERE (GIBRALTAR) MARKETING SERVICES LTD. | 100.00% |
| MISURI S.A.U. | 100.00% |
| CODERCO S.A. DE C.V. | 100.00% |
| CODERE APUESTAS ARAGÓN S.L.U. | 100.00% |
| CODERE APUESTAS ESPAÑA S.L.U. | 100.00% |
| CODERE APUESTAS GALICIA S.L. | 51.00% |
| CODERE APUESTAS MURCIA S.L.U. | 100.00% |
| CODERE APUESTAS CATALUÑA S.A.U. | 100.00% |
| CODERE APUESTAS NAVARRA S.A.U. | 100.00% |
| CODERE APUESTAS VALENCIA S.A.U. | 100.00% |
| CODERE APUESTAS S.A.U. | 100.00% |
| CODERE APUESTAS LA RIOJA S.A.U. | 100.00% |
| GARAIPEN VICTORIA APUSTUAK S.L. | 85.52% |
| CODERE APUESTAS CANTABRIA S.A.U. | 100.00% |
| CODERE APUESTAS CASTILLA LA MANCHA S.A.U. | 51.00% |
| CODERE APUESTAS EXTREMADURA S.A.U. | 100.00% |
| CODERE APUESTAS CASTILLA Y LEON S.A.U. | 100.00% |
| CODERE APUESTAS ASTURIAS S.A.U. | 51.00% |
| CODERE APUESTAS MELILLA S.A.U. | 100.00% |
| CODERE APUESTAS CEUTA S.L.U. | 100.00% |
| CODERE ONLINE S.A.U. | 100.00% |
| OPERADORES ELECTRÓNICOS DE ANDALUCIA S.A. | 51.00% |
| EOVEX S.L. | 6.72% |
| KING BINGO S.R.L. | 85.00% |
| KING SLOT S.R.L. | 85.00% |
| OPERBINGO ITALIA S.P.A. | 100.00% |
| MILLENIAL GAMING S.A.U. | 100.00% |
| ROYUELA RECREATIVOS S.L.U | 100.00% |
| IPM MÁQUINAS S.L.U. | 100.00% |
| JUEGO RESPONSABLE A.I.E. | 50.00% |
| CODERE ITALIA S.P.A. | 100.00% |
| CRISTALTEC SERVICE S.R.L. | 51.00% |
| DP SERVICE S.R.L. | 60.00% |

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| GAMING RE S.R.L. | 75.00% |
| SEVEN CORA S.R.L. | 89.00% |
| VASA & AZZENA S.R.L. | 51.00% |
| BETSLOTS CR-COD S.L.U. | 51.00% |
| G.A.R.E.T. S.R.L. | 51.00% |
| CODEMATICA S.R.L. | 98.00% |
| EL PORTALON S.L. | 50.00% |
| CODERE ESPAÑA S.A.U. | 100.00% |
| CODERE INTERNACIONAL S.A.U. | 100.00% |
| HIPPOBINGO FIRENZE S.R.L. | 34.00% |
| COLONDER S.A.U. | 100.00% |
| CODERE INTERNACIONAL DOS S.A.U. | 100.00% |
| CARRASCO NOBILE S.A. | 100.00% |
| NIDIDEM S.A.U. | 100.00% |
| CODERE LATAM S.A. | 100.00% |
| CODERE CHILE LTD. | 100.00% |
| CODERE FINANCE 2 (LUXEMBOURG), S.A. | 100.00% |
| SERVICIOS COMPARTIDOS EN FACTOR HUMANO HIPÓDROMO | 100.00% |
| RESTI Y CIA S.L. | 50.00% |
| CODERE LUXEMBOURG 3 S.A.R.L. | 100.00% |
| CODERE NEWCO S.A.U. | 100.00% |
| SPORT BET EXTREMADURA S.L. | 100.00% |
| OPERIBERICA S.A.U. | 100.00% |
| GAME ASTURIAS S.L.U. | 100.00% |
| RECREATIVOS CASTELLANOS DEL AZAR S.L. | 20.00% |
| ANDALUZA DE DESARROLLOS ELECTRON S.A. | 2.08% |
| RECREATIVOS ACR S.L. | 50.00% |
| AGRUPACIÓN DE OPERADORES DE MADRID S.A. | 2.08% |
| CODERE GUADALAJA-RA S.L. | 50.00% |
| CODERE NETWORK S.p.A.. | 100.00% |
| NORI GAMES SERVICE S.R.L. | 83.99% |
| SE.BI.LOT S.R.L. | 76.50% |
| CODERE AMERICA S.A.U. | 100.00% |
| CODERE ISRAEL MARKETING SUPPORT SERVICES LTD. | 100.00% |
| CENTRO DE CONVENCIONES LAS AMÉRICAS SA DE C.V. | 100.00% |
| CCJV S.A.P.I. DE C.V. | 75.00% |
| HR MEXICO CITY PROJECT CO SAPI DE CV | 99.00% |
| CODERE FINANCE 2 (UK) LTD | 100.00% |
| CODWIN SRL | 52.09% |

SCHEDULE C

Specified Materials

List of Informational Documents

1. The Offering and Consent Solicitation Memorandum dated August 16, 2024

SCHEDULE D-1

[Form of Accession Agreement]

This ACCESSION AGREEMENT (the “Accession Agreement”), dated as of [●], 2024, is made by [●] (“[●]”), as a Guarantor as defined in and under the Purchase Agreement dated as of August 16, 2024 (the “Purchase Agreement”), among Codere Finance 2 (Luxembourg) S.A. and the Purchasers as defined therein and as listed in Schedule A thereto, in connection with the purchase by the Purchasers of up to €124,425,000 principal amount of the Issuer’s 8.00% / 3.00% PIK Senior Secured First Priority Notes due 2028 (the “Notes”).

WHEREAS, the Purchase Agreement contemplates that [●] will accede to the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, [●] covenants and agrees that:

1. *Capitalized Terms.* Capitalized terms used in this Accession Agreement and not otherwise defined in this Accession Agreement shall have the meanings ascribed to them in the Purchase Agreement.
2. *Agreement to Accede.* [●], as of the date hereof, hereby agrees to accede to the Purchase Agreement on the terms and conditions set forth in this Accession Agreement and the Purchase Agreement and shall have the rights and obligations thereunder as if it had executed the Purchase Agreement on the date thereof. In connection with such accession, [●] agrees to be bound by all of the representations, warranties, covenants, stipulations, promises, agreements and other obligations applicable to [●] as set forth in the Purchase Agreement, to the extent permitted by applicable law, as of the dates provided therein. On and after the date of this Accession Agreement, each reference to the “Purchase Agreement” or “this Agreement,” or words of like import referring to the Purchase Agreement, shall mean the Purchase Agreement together with this Accession Agreement.
3. *Governing Law.* THIS ACCESSION AGREEMENT (INCLUDING THIS PROVISION) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
4. *Effect of Headings.* The section headings used herein are included convenience only and shall not affect the construction hereof.
5. *Successors.* All covenants and agreements in this Accession Agreement by the parties hereto shall bind their respective successors.
6. *Counterparts.* This Accession Agreement may be signed in any number of counterparts (in the form of an original or a facsimile or a “pdf” file), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
7. *Jurisdiction.* [●] expressly and irrevocably submits to the jurisdiction of any New York State or United States Federal court sitting in the Borough of Manhattan in the City of New

York over any suit, action or proceeding arising out of or relating to this Accession Agreement or the offering of the Notes. [●] expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. To the extent that [●] has or hereafter may acquire any immunity (on the grounds of sovereignty or otherwise) from the jurisdiction of any court or from any legal process with respect to itself or its property, [●] expressly and irrevocably waives, to the fullest extent permitted by law, such immunity in respect of any such suit, action or proceeding.

8. *Appointment of Agent for Service of Process.* On or prior to the date of this Accession Agreement, [●] will have appointed CT Corporation System (the “Process Agent”) as its agent for service of process in any suit, action or proceeding described in the preceding paragraph and agrees that service of process in any such suit, action or proceeding may be made upon it by courier and by certified mail (return receipt requested), fees and postage prepaid, at the office of such agent. Such appointment shall be irrevocable. [●] waives, to the fullest extent permitted by law, any other requirements of or objections to personal jurisdiction with respect thereto. On or prior to the date of this Accession Agreement, the Process Agent will have agreed to act as said agent for service of process, and [●] agrees to take any and all action including the filing of any and all documents and instruments that may be necessary to continue such appointment in full force and effect as aforesaid. [●] further agrees that service of process upon the Process Agent and written notice of said service to [●] shall be deemed in every respect effective service of process upon [●] in any such legal suit, action or proceeding. Nothing herein shall affect the right of any Purchaser or any person controlling any Purchaser to serve process in any other manner permitted by law.
9. *Waiver of Trial by Jury.* [●] irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Accession Agreement or the transactions contemplated hereby.

(Signature page follows)

Title:

[•]

By: _____

Name:

SCHEDULE D-2

[Form of Accession Offer for Argentine Guarantors]

To: GLAS Trustees Limited (the “Trustee”)

From: Bingos del Oeste S.A., Bingos Platenses S.A., Codere Argentina S.A., Iberargen S.A., Interbas S.A., Interjuegos S.A., Intermar Bingos S.A. and San Jaime S.A. (each an “Argentine Guarantor” and together the “Argentine Guarantors”)

Dated: [●], 2024

Ref.: Offer 1/2024

Dear Sirs or Madams,

Codere Finance 2 (Luxembourg) S.A.

€124,425,000 8.00% / 3.00% PIK Senior Secured First Priority Notes due 2028

We make reference to the Purchase Agreement dated as of August 16, 2024 (the “Purchase Agreement”), among Codere Finance 2 (Luxembourg) S.A. and the Purchasers as defined therein and as listed in Schedule A thereto, in connection with the purchase by the Purchasers of up to €124,425,000 principal amount of the Issuer’s 8.00% / 3.00% PIK Senior Secured First Priority Notes due 2028 (the “Notes”).

WHEREAS, the Purchase Agreement contemplates that each Argentine Guarantor will accede to the Purchase Agreement.

NOW, THEREFORE, we irrevocably offer you to enter into an Accession Agreement (the “Offer 1/2024”), which shall take effect as an Accession Agreement (the “Accession Agreement”), for the purposes of the Purchase Agreement; upon your acceptance in the manner described below. This Offer 1/2024 will be deemed to be accepted with the delivery by the addressees of an acceptance letter within five (5) business days from the issuance of this Offer 1/2024. Otherwise, it shall be of no effect whatsoever and no obligation will arise for us under this Offer 1/2024 until and unless it is accepted by you within such term and in the manner described above.

Upon acceptance of the Offer 1/2024, the following terms and conditions will apply:

1. *Capitalized Terms.* Capitalized terms used in this Accession Agreement and not otherwise defined in this Accession Agreement shall have the meanings ascribed to them in the Purchase Agreement.
2. *Agreement to Accede.* Each Argentine Guarantor, as of the date hereof, hereby agrees to accede to the Purchase Agreement on the terms and conditions set forth in this Accession Agreement and the Purchase Agreement and shall have the rights and obligations thereunder as if it had executed the Purchase Agreement on the date thereof. In connection with such accession, each Argentine Guarantor agrees to be bound by all of the

representations, warranties, covenants, stipulations, promises, agreements and other obligations applicable to each Argentine Guarantor as set forth in the Purchase Agreement, to the extent permitted by applicable law, as of the dates provided therein. On and after the date of this Accession Agreement, each reference to the “Purchase Agreement” or “this Agreement”, or words of like import referring to the Purchase Agreement, shall mean the Purchase Agreement together with this Accession Agreement.

3. *Guarantee Limitation.* Notwithstanding any provision in the contrary, the aggregate total amount payable by each Argentine Guarantor under the Notes and the Indenture in no case shall exceed the maximum principal aggregate amount of the Notes then outstanding, plus any accrued and unpaid interest thereon and any expenses or fees in relation to enforcement of the Guarantee.
4. *Waiver.* Without limiting the generality of any other provision of this Offer 1/2024, the Purchase Agreement or the Indenture, the Argentine Guarantors irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, all rights and benefits set forth in articles 1583, 1590 and 1594 of the Argentine Civil and Commercial Code and articles 1577 and 1587 (other than with respect to defenses or motions based on documented payment (pago), reduction (quita), extension (espera) or release or remission (remisión), 1585, 1584 and 1589 (beneficios de excusión y división), 1592, 1596, and 1598 of the Argentine Civil and Commercial Code.
5. *Payment in Euros or U.S. dollar, as the case may be.* The Argentine Guarantors agree that, notwithstanding any restriction or prohibition on access to the foreign exchange market (*Mercado Libre de Cambios*) in Argentina, any and all payments to be made under this Offer 1/2024, the Purchase Agreement, or the Indenture will be made in euros or U.S. dollar, as the case may be. Nothing in this Offer 1/2024, the Purchase Agreement or the Indenture shall impair any of the rights of the Purchasers or justify any Argentine Guarantor in refusing to make payments under this Offer 1/2024, the Purchase Agreement or the Indenture in euros or U.S. dollar, as the case may be, for any reason whatsoever, including, without limitation, any of the following: (i) the purchase of euros or U.S. dollar, as the case may be, in Argentina by any means becoming more onerous or burdensome for the Argentine Guarantors than as of the date hereof and (ii) the exchange rate in force in Argentina increasing significantly from that in effect as of the date hereof. The Argentine Guarantors waive the right to invoke any defense of payment impossibility (including any defense under Section 1091 of the Argentine Civil and Commercial Code), impossibility of paying in euros or U.S. dollar, as the case may be, (assuming liability for any force majeure or act of God), or similar defenses or principles (including, without limitation, equity or sharing of efforts principles).

Nothing in this Offer 1/2024 nor in the Purchase Agreement shall be construed to entitle any Argentine Guarantor to refuse to make payments in euros or U.S. dollar, as the case may be, as and when due for any reason whatsoever. In the event of payments under this Offer 1/2024, the Purchase Agreement or the Indenture by any Argentine Guarantor, if any restrictions or prohibition of access to the Argentine foreign exchange market exists, the Argentine Guarantors will seek to pay all amounts payable under this Offer 1/2024, the Purchase Agreement or the Indenture either (i) by purchasing at market price securities of

any series of U.S. dollar or euro denominated Argentine sovereign bonds or any other securities or private or public bonds issued in Argentina, and transferring and selling such instruments outside Argentina, to the extent permitted by applicable law, or (ii) by means of any other reasonable means permitted by law in Argentina, in each case, on such payment date. All costs and taxes payable in connection with the procedures referred to in (i) and (ii) above shall be borne by the Argentine Guarantors.

In addition, the Argentine Guarantors acknowledge that Section 765 of the Argentine Civil and Commercial Code (as amended by the Executive Decree No. 70/2023) is applicable with respect to the payments to be performed in connection with this Offer 1/2024, the Purchase Agreement or the Indenture and forever and irrevocably waive any right that might assist them to allege that any payments in connection with this Offer 1/2024, the Purchase Agreement or the Indenture could be payable in any currency other than in euros or U.S. dollar, as the case may be, and therefore waive and renounce to applicability thereof to any payments in connection with this Offer 1/2024, the Purchase Agreement or the Indenture.

No Stamp Duties. No capital, transfer, stamp duty, stamp duty reserve or other documentary, issuance or transfer taxes or duties are required to be paid by or on behalf of the Purchasers in Argentina, or any political sub-division or taxing authority thereof or therein in connection with (A) the creation, issue or delivery by the Issuer of the Notes pursuant hereto or the initial sale thereof and the creation, issue or delivery of the Guarantees by the Guarantors, (B) the purchase by the Purchasers of the Notes contemplated by this Agreement, (C) the accession to the Indenture (including the Guarantees), the accession to the amended and restated ARA Intercreditor Agreement, the accession to the Purchase Agreement, the acceptances thereto and any documents entered into in connection therewith, or (D) the consummation of the transactions contemplated by this Offer 1/2024.

6. *Governing Law.* THIS ACCESSION AGREEMENT (INCLUDING THIS PROVISION) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
7. *Effect of Headings.* The section headings used herein are included convenience only and shall not affect the construction hereof.
8. *Successors.* All covenants and agreements in this Accession Agreement by the parties hereto shall bind their respective successors.
9. *Jurisdiction.* Each Argentine Guarantor expressly and irrevocably submits to the jurisdiction of any New York State or United States Federal court sitting in the Borough of Manhattan in the City of New York over any suit, action or proceeding arising out of or relating to this Accession Agreement or the offering of the Notes. Each Argentine Guarantor expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. To the extent that each

Argentine Guarantor has or hereafter may acquire any immunity (on the grounds of sovereignty or otherwise) from the jurisdiction of any court or from any legal process with respect to itself or its property, each Argentine Guarantor expressly and irrevocably waives, to the fullest extent permitted by law, such immunity in respect of any such suit, action or proceeding.

10. *Appointment of Agent for Service of Process.* On or prior to the date of this Accession Agreement, each Argentine Guarantor will have appointed CT Corporation System (the “Process Agent”) as its agent for service of process in any suit, action or proceeding described in the preceding paragraph and agrees that service of process in any such suit, action or proceeding may be made upon it by courier and by certified mail (return receipt requested), fees and postage prepaid, at the office of such agent. Such appointment shall be irrevocable. Each Argentine Guarantor waives, to the fullest extent permitted by law, any other requirements of or objections to personal jurisdiction with respect thereto. On or prior to the date of this Accession Agreement, the Process Agent will have agreed to act as said agent for service of process, and each Argentine Guarantor agrees to take any and all action including the filing of any and all documents and instruments that may be necessary to continue such appointment in full force and effect as aforesaid. Each Argentine Guarantor further agrees that service of process upon the Process Agent and written notice of said service to each Argentine Guarantor shall be deemed in every respect effective service of process upon each Argentine Guarantor in any such legal suit, action or proceeding. Nothing herein shall affect the right of any Purchaser or any person controlling any Purchaser to serve process in any other manner permitted by law.
11. *Waiver of Trial by Jury.* Each Argentine Guarantor irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Accession Agreement or the transactions contemplated hereby.

(Signature page follows)

**BINGOS DEL OESTE S.A.,
BINGOS PLATENSES S.A.,
CODERE ARGENTINA S.A.,
IBERARGEN S.A.,
INTERBAS S.A.,
INTERJUEGOS S.A.,
INTERMAR BINGOS S.A. and
SAN JAIME S.A,**
each as an Argentine Guarantor

By: _____
Name:

SCHEDULE D-3

[Form of Acceptance Letter to the Accession Offer]

Date: [●], 2024

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

Ref: Offer [●]/2024

Dear Sirs or Madams,

The undersigned hereby accepts your Offer [●]/2024, dated as of [●], 2024.

(Signature page follows)

GLAS TRUSTEES LIMITED

By: _____
Name:
Title:

SCHEDULE D-4

[Form of Accession Agreement]

This ACCESSION AGREEMENT (the “**Accession Agreement**”), dated as of [●], 2024, is made by [●] (“[●]”), as a Purchaser as defined in and under the purchase agreement dated as of [●] (the “**Purchase Agreement**”), among Codere Finance 2 (Luxembourg) S.A. and the Purchasers (as defined therein), in connection with the purchase by the Purchasers of up to €124,425,000 8.00% / 3.00% PIK Senior Secured First Priority Notes due 2028 (the “**Notes**”).

WHEREAS, the Purchase Agreement contemplates that [●] will accede to the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, [●] covenants and agrees that:

1. *Capitalized Terms.* Capitalized terms used in this Accession Agreement and not otherwise defined in this Accession Agreement shall have the meanings ascribed to them in the Purchase Agreement.

2. *Agreement to Accede.* [●], as of the date hereof, hereby agrees to accede to the Purchase Agreement on the terms and conditions set forth in this Accession Agreement and the Purchase Agreement and shall have the rights and obligations thereunder as if it had executed the Purchase Agreement on the date thereof. In connection with such accession, [●] agrees to be bound by all of the representations, warranties, covenants, stipulations, promises, agreements and other obligations applicable to [●] as set forth in the Purchase Agreement, to the extent permitted by applicable law, as of the dates provided therein. On and after the date of this Accession Agreement, each reference to the “Purchase Agreement” or “this Agreement,” or words of like import referring to the Purchase Agreement, shall mean the Purchase Agreement together with this Accession Agreement.

3. *Governing Law.* THIS ACCESSION AGREEMENT (INCLUDING THIS PROVISION) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4. *Effect of Headings.* The section headings used herein are included convenience only and shall not affect the construction hereof.

5. *Successors.* All covenants and agreements in this Accession Agreement by the parties hereto shall bind their respective successors.

6. *Counterparts.* This Accession Agreement may be signed in any number of counterparts (in the form of an original or a facsimile or a “pdf” file), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

7. *Jurisdiction.* [●] expressly and irrevocably submits to the jurisdiction of any New York State or United States Federal court sitting in the Borough of Manhattan in the City of New York over any suit, action or proceeding arising out of or relating to this Accession Agreement or the offering of the Notes. [●] expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. To the extent that [●] has or hereafter may acquire any immunity (on the grounds of sovereignty or otherwise) from the jurisdiction of any court or from any legal process with respect to itself or its property, [●] expressly and irrevocably waives, to the fullest extent permitted by law, such immunity in respect of any such suit, action or proceeding.

8. *Waiver of Trial by Jury.* [●] irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Accession Agreement or the transactions contemplated hereby.

(Signature page follows)

Accepted and agreed to as
of the date first above written:

For and on behalf of

CODERE FINANCE 2 (LUXEMBOURG) S.A.

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date: