# ANNEX A ACCOUNT HOLDER LETTER

## Noteholder Information

**To be completed by Qualified Noteholders or a Noteholder’s Nominated Participant**

If you are a Noteholder who has interests in the Existing NSSNs for your own account in which case, you are the beneficial owner of and/or the holder of the ultimate economic interest in the relevant Existing NSSNs held in global form through the Clearing Systems with a claim in respect of any amount outstanding under the Existing NSSNs as of the Additional Interim Notes Offer Subscription Deadline (the “**Record Time**”), **please provide all information required below. This completed letter must be submitted to the Information Agent by June 25, 2024, either via email to** **LM@glas.agency** **or via the Information Agent's portal.**

Please identify the Noteholder on whose behalf you are submitting this Account Holder Letter.

## To be completed for all Noteholder:

|  |  |
| --- | --- |
| Full Name of Noteholder: |  |
| If the Noteholder is a corporate or institution, name of authorised employee: |  |
| If the Noteholder is an individual, country of domicile: |  |
| If the Noteholder is a company or institution:1. Jurisdiction of incorporation
2. Place of central administration (if different to jurisdiction of incorporation)
3. Place of principal place of business (if different to jurisdiction of incorporation)
 |  |
| E-mail address: |  |
| Telephone number (with country code): |  |

31

# ACCOUNT HOLDER DETAILS

## To be completed by Account Holders on behalf of the Noteholder

|  |  |
| --- | --- |
| Full name of Account Holder: |  |
| Applicable Clearing System\* | Euroclear Clearstream\* *Please tick relevant box* |
| Account Number of Account Holder at Clearing System: |  |
| Authorised employee of Account Holder: (*print name*) |  |
| Telephone no. of authorised employee (with country code): |  |
| E-mail of authorised employee: |  |
|  |  |
| Authorised employee signature: (*sign and print name*) |  |
|  |  |
| Date: |  |

Please note that, if relevant, the Euroclear or Clearstream account identified above shall be used for the crediting of any Additional Interim Notes purchased.

Please ensure that you have completed all relevant sections of this Account Holder Letter prior to submitting this Account Holder Letter to the Information Agent. By signing above, the Account Holder confirms that it has obtained:

1. all necessary consents, authorisations, approvals, and/or permissions required to be obtained by it under the laws and regulations applicable to it in any jurisdiction in order to sign this Account Holder Letter for itself or on behalf of the Noteholder (as applicable); and
2. the authorisation of the relevant Noteholder to complete and submit this Account Holder Letter on their behalf.

Acceptance of this Account Holder Letter by the Information Agent for the purpose **of purchasing Additional Interim Notes** is subject to receipt by the Information Agent of a Noteholder’s completed Account Holder Letter prior to the Additional Interim Notes Offer Subscription Deadline, being 4:00 pm (London time) on June 25, 2024, and custody instructions prior to the Custody Instructions Deadline, being 4:00 pm (London time) on June 25, 2024.

In addition, in each case, the acceptance of this Account Holder Letter by the Information Agent is subject to the Information Agent reconciling the Custody Instruction Reference Number allocated by Euroclear or Clearstream. Information in this Account Holder Letter must be consistent with such Custody Instructions and, in the event of any ambiguity, the Custody Instructions shall take precedence.

In addition, in each case, the relevant Custody Instruction Reference Number must be specified in the space provided in the below section (*Holding Details*) of this Account Holder Letter.

# HOLDING DETAILS

## To be completed by Account Holders on behalf of the Noteholder

**Details of the Existing NSSNs to which this Account Holder Letter relates**

The Account Holder, on behalf of the relevant Qualifying Noteholder, holds the following Existing NSSNs to which this Account Holder Letter relates, and which have been “blocked” through delivery of Custody Instructions to the relevant Clearing System by the Custody Instructions Deadline, the reference number in relation to which is identified below.

## Total amount of Existing NSSNs to which this Account Holder Letter relates:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Rule 144A ISIN/ Common Code** | **Regulation S ISIN/****Common Code** | **Principal amount of Existing NSSNs held at Clearing System** | **Clearing System** | **Clearing System Account number** | **Custody Instruction Reference Number** |
| **Existing NSSNs** |
|  |  |  |  |  |  |

A Noteholder’s Additional Interim Notes Entitlement is equal to its *pro rata* share of the principal amount of all Existing NSSNs beneficially held by such Noteholder calculated as at the Record Time. The Information Agent will determine the value of each Noteholder’s Additional Interim Notes Entitlement using the Existing NSSNs holding details provided in this Account Holder Letter in accordance with the terms of the Offer. The Information Agent will calculate allocations and, if relevant, any Shortfall Amount as described in under “*The Offer—Additional Interim Notes Allocations*” in this Offering Memorandum.

# ADDITIONAL INTERIM NOTES PURCHASE ELECTION

## To be completed by Account Holders on behalf of the relevant Noteholder who either (i) is a Qualifying Noteholder purchasing Additional Interim Notes on its own account or (ii) wishes to nominate one or more Nominated Participant(s) to purchase Additional Interim Notes.

Does the Noteholder identified in Part 1 (*Noteholder Details*) of this Account Holder Letter (i) only wish to purchase Additional Interim Notes on its own account as a Qualifying Noteholder, (ii) only wish to nominate one or more Nominated Participant(s) to purchase Additional Interim Notes?

Noteholder and/or Nominated Participant(s) **(*tick only ONE of the boxes below*)**

## Qualifying Noteholder ONLY

or

## Nominated Participant(s) ONLY

**If a Noteholder wishes to purchase New Notes on its own account as a Qualifying Noteholder ONLY** please specify the amount of Additional Interim Notes which the Qualifying Noteholder would like to purchase, *provided that* in each case, the amount of New Notes to be purchased must be an integral multiple of €1.00 and may not be more than €20.0 million. The amount of Additional Interim Notes, which the Qualifying Noteholder can buy, will not be capped at the respective Qualifying Noteholder’s Additional Interim Notes Entitlement, however, it may be adjusted as described under “*The Offer—Additional Interim Notes Allocations*” in the offering memorandum:

Maximum amount of Additional Interim Notes to be purchased **(*tick only ONE of the boxes below*)**

## Additional Interim Notes Entitlement

or

**Specified Amount: ** €……………………………………..

The Information Agent will calculate each Noteholder’s Additional Interim Notes Entitlement, which is equal to the *pro rata* share of the principal amount of all Existing NSSNs beneficially held by such Noteholder, calculated as at the Record Time. The Information Agent will determine the value of each Noteholder’s Additional Interim Notes Entitlement using the Existing NSSNs holding details provided in this Account Holder Letter in accordance with the terms of the Offer. The Information Agent will calculate

allocations and, if relevant, any Shortfall Amount as described in under “*The Offer—Additional Interim Notes Allocations*” in this Offering Memorandum.

Any Noteholder who wishes to purchase Additional Interim Notes on its own account as a Qualifying Noteholder ONLY must provide its EUR bank details below:

|  |
| --- |
| **QUALIFYING NOTEHOLDER BANK ACCOUNT DETAILS** |
| EUR ACCOUNT DETAILSReceiving/Cash Correspondent Bank Name:Receiving/Cash Correspondent Bank Swift Code:Beneficiary Bank Name:Beneficiary Bank Swift Code:Beneficiary Account Name:Beneficiary Account Number/IBAN:Any unique fund code which your bank/custodian requires on payments:**Call Back Details**. GLAS Specialist Services Limited is required to phone a person to call back the above bank details. We require the following:1. Name of Person: ……………………………………………….....……….
2. Phone number: ……………………………………….......................
 |

**If a Noteholder wishes to nominate one or more Nominated Participant(s) to purchase Additional Interim Notes (either in addition to purchasing Additional Interim Notes for its own account or in its own place)**, please complete Section 2 (*Nominated Participant Details*) of Part 3 of this Account Holder Letter.

Noteholders are required to specify in Section 2 (*Nominated Participant Details*) the amount of Additional Interim Notes that is to be allocated to:

1. the Qualifying Noteholder (if relevant; if not, please list the name of the Noteholder and state N/A in all columns next to it); and
2. each Nominated Participant

(an “**Additional Interim Notes Entitlement Share**”). Each Additional Interim Notes Entitlement Share must be an integral multiple of €1.00 and may not be more than €20.0 million.

Please also state the maximum amount of Additional Interim Notes which the Noteholder (if relevant) and each Nominated Participant would like to purchase, *provided that* in each case, the maximum amount of Additional Interim Notes to be purchased by the Noteholder (if relevant) and each Nominated Participant(s) must be an integral multiple of €1.00 and may not be (a) less than €100; or (b) more than €20.0 million. The amount of Additional Interim Notes, which the Qualifying Noteholder or its Nominated Participant(s) can buy, will not be capped at the respective Qualifying Noteholder’s Additional Interim Notes Entitlement, however, it may be adjusted as described under “*The Offer—Additional Interim Notes Allocations*” in the Offering Memorandum.

# SECTION 2: NOMINATED PARTICIPANT DETAILS

## Both tables 1 and 2 below must be completed by a Noteholder for itself and (if relevant) each Nominated Participant it has nominated to purchase Additional Interim Notes.

**A Noteholder only has to complete this Section 2 if it wishes to purchase Additional Interim Notes and nominate one or more Nominated Participant(s) to also purchase Additional Interim Notes.**

A Nominated Participant of a Noteholder does not have to complete this Section 2.

A Noteholder who wishes to purchase Additional Interim Notes on its own account as a Qualifying Noteholder ONLY does not have to complete this Section 2.

## Please note, any Nominated Participant nominated by a Noteholder to purchase Additional Interim Notes must at all times hold an account with the same Account Holder as the Noteholder, and agree to receive its Additional Interim Notes into its account held with the same Account Holder.

|  |
| --- |
| **(1) NOMINATED PARTICIPANT DETAILS** |
| Name of Nominated Participant/ Noteholder (as relevant) | Additional Interim Notes Entitlement Share (enter amount in €). | Maximum amount of Additional Interim Notes to be purchased (please state **either** “Additional Interim Notes Entitlement Share”1 or specify an amount) | Address of Nominated Participant/ Noteholder (as relevant) |
|  |  |  |  |
| **(2) NOMINATED PARTICIPANT DETAILS** |
| Clearing System in which Account Holder of Nominated Participant holds account (please specify **either** Euroclear or Clearstream) | Name of Account Holder of Nominated Participant | Contact name at Account Holder of Nominated Participant | Contact email and number (with country code) of Account Holder of Nominated Participant |
|  |  |  |  |

1 The maximum amount of Additional Interim Notes a Noteholder and/or Nominated Participant is willing to purchase. Such maximum amount must be an integral multiple of €1.00 and may not be (a) less than €100; or (b) more than €20.0 million.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |

# SCHEDULE 1 TO THE ACCOUNT HOLDER LETTER FORM OF THE ACCESSION AGREEMENT

[*Form of Accession Agreement*]

This ACCESSION AGREEMENT (the “**Accession Agreement**”), dated as of [•] [•], 2024, is made by [●] (“**Purchaser**”), as a Purchaser as defined in and under the Purchase Agreement dated as of June 13, 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 €20.0 million principal amount of the Issuer’s 13.00% Super Senior Secured Notes due 2025 (the “**Notes**”).

WHEREAS, the Purchase Agreement contemplates that the Purchaser 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, the Purchaser 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*. The Purchaser, 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, the Purchaser agrees to be bound by all of the representations, warranties, covenants, stipulations, promises, agreements and other obligations applicable to the Purchaser 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.* The Purchaser 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. The Purchaser 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 the Purchaser 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, the Purchaser 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.* The Purchaser 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: