

Codere Finance 2 (Luxembourg) S.A.

Up to €20,000,000 13.00% Additional Interim Super Senior Secured Notes due 2025 (the
“**Additional Interim Notes**”)

OFFER PURCHASE AGREEMENT

June 13, 2024

To: The Purchasers as defined herein.

Ladies and Gentlemen:

Codere Finance 2 (Luxembourg) S.A., a *société anonyme* 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 B199415 (the “**Issuer**”), proposes to issue and sell in a private placement to the several acceding purchasers (each a “**Purchaser**” and, together, the “**Purchasers**”), acting severally and not jointly, up to €20,000,000 aggregate principal amount of the Additional Interim Notes, in accordance with the terms of Section 2 of this purchase agreement (the “**Agreement**”).

The Additional Interim Notes will be issued as additional notes pursuant to the indenture among the Issuer, the Guarantors, GLAS Trustees Limited, as trustee (the “**Trustee**”), and Global Loan Agency Services Limited, as paying agent (the “**Paying Agent**”), dated as of September 29, 2023, as amended from time to time (the “**Interim Notes Indenture**”). Prior to the issuance of the Additional Interim Notes, the Issuer, the Guarantors and the Trustee will execute a supplemental indenture (the “**Interim Notes Supplemental Indenture**”) to, among other things, effect an increase in debt capacity and extend the maturity date of the obligations under the Interim Notes Indenture.

On November 19, 2021, the Issuer, among others, amended and restated the terms of (i) an indenture, as supplemented from time to time, among the Issuer, the Parent Guarantor (as defined below), the Subsidiary Guarantors (as defined below), GLAS Trustees Limited, as trustee (“**NSSN Trustee**”), the SSN Trustee (as defined below), as security agent, and the Paying Agent (the “**NSSN Indenture**”), pursuant to which the Issuer has issued 8.00% Cash / 3.00% PIK euro denominated Fixed Rate Super Senior Secured Notes due 2026 (the “**NSSNs**”), and (ii) an indenture, as supplemented from time to time, among the Issuer, the Parent Guarantor, the Subsidiary Guarantors, GLAS Trust Corporation Limited, as trustee and security agent (“**SSN Trustee**”), and the paying agent named therein (the “**SSN Indenture**”), pursuant to which the Issuer has issued 2.000% Cash / 11.625% PIK dollar denominated senior secured notes due 2027 and 2.000% Cash / 10.75% PIK euro denominated senior secured notes due 2027 (together the “**SSNs**”).

Prior to the issuance of the Additional Interim Notes, the Issuer, among others, will execute (i) a supplemental indenture (the “**NSSN Supplemental Indenture**”) to amend the NSSN Indenture, and (ii) a supplemental indenture (the “**SSN Supplemental Indenture**”) to amend the SSN Indenture to, among other things, effect an increase in debt and permitted collateral capacity under each of the NSSN Indenture and the SSN Indenture (together, the “**Supplemental Indentures**”).

Also on November 19, 2021, Codere New Holdco, S.A. (“**Codere New Holdco**”), among others, entered into an indenture, amended and restated from time to time, pursuant to which Codere New Holdco issued 7.50% euro denominated subordinated PIK notes due November 30, 2027.

In order to provide the Issuer with sufficient liquidity to bridge to the implementation of the transaction described in the 2024 Lock-Up Agreement (as defined below), the Issuer, among others and among other things, will execute the Interim Notes Supplemental Indenture, the NSSN Supplemental Indenture and the SSN Supplemental Indenture and will carry out the issuance of the Additional Interim Notes (the “**Transaction**”).

Upon the issuance of the Additional Interim Notes on the Closing Date (as defined below), the Issuer’s obligations under the Additional Interim Notes will be guaranteed by Codere Luxembourg 2 S.à r.l., a *société à responsabilité limitée* incorporated under the laws of Luxembourg and the parent company of the Issuer (the “**Parent Guarantor**”), Codere Luxembourg 3 S.à r.l. (“**Lux 3**”), 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., JPMATIC 2005, S.L.U., Nididem, S.A.U., Operiberica, S.A.U., Codere Newco, S.A.U., Codere Mexico, S.A. de C.V., Codematica, S.r.l., Codere Italia S.p.A., Operbingo Italia S.p.A., and Codere Network, S.p.A. (collectively, the “**Initial Guarantors**” and, together with Lux 3 and 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 D-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., 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 D-2 hereto, to become a party hereto and guarantee the Issuer’s obligations under the Additional Interim 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 D-3 hereto, and (iii) within 30 days of this Agreement, Intermar Bingos S.A., Alta Cordillera, S.A. and Codere Latam Colombia, S.A (the “**Acceding Guarantors**” and, together with Lux 3, 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 D-1 hereto, to become a party hereto and guarantee the Issuer’s obligations under the Additional Interim 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 Additional Interim Notes and their respective Guarantees are herein referred to as the “**Securities**.”

The Purchasers will fund their respective custodian accounts, in accordance with Section 2(a) of this Agreement, in the aggregate principal amount of the Additional Interim Notes, at a purchase price of 100.00% of the principal amount thereof (such proceeds, the “**Proceeds**”). GLAS, as information agent (the “**Information Agent**”), will endeavor to provide an Allocation Funding Notice (as defined below) to each Purchaser who has submitted an Account Holder Letter (as defined and as set out in the Offering Memorandum) to the Information Agent within two Business Days of the subscription deadline for the Additional Interim Notes as set out in the Offering Memorandum (as defined below). It is the responsibility of each Purchaser to submit all required documentation to the Information Agent and to provide the relevant Instruction (as defined below) to Euroclear System SA/NV and Clearstream Banking, S.A. (together, the “**Clearing Systems**”) for payment and delivery on the Closing Date, by the Instruction Deadline (as defined below). Subject to the satisfaction of certain conditions, upon issuance of the Additional Interim Notes by the Issuer pursuant to the terms of this Agreement and closing of the Transaction, the Proceeds will be paid by GLAS Specialist Services Limited, in the capacity of settlement agent, to the Issuer in consideration for receipt by the Purchasers of the Additional Interim Notes on the Closing Date.

The liens on the Collateral (as defined below) securing, among other indebtedness, the Securities, the €50,000,000 aggregate principal amount of the Issuer’s Interim Super Senior Secured Notes due 2025 issued pursuant to the Interim Notes Indenture (the “**Interim Notes**”), the NSSNs and the SSNs are, or will be on the Closing Date, subject to an intercreditor agreement, dated November 8, 2016 as amended and restated November 19, 2021 (as further amended from time to time) (the “**Intercreditor Agreement**”), by and between the Issuer, the Guarantors, the security agent thereto, the NSSN Trustee, the SSN Trustee, and certain other entities. The obligations of the Issuer and the Guarantors will constitute “Secured Obligations” as defined in the Intercreditor Agreement, and the obligations of the Issuer with respect to the Securities on the Closing Date will be secured in accordance with the terms of the Intercreditor Agreement and the Security Documents (as defined in the Intercreditor Agreement) by the collateral that secures the obligations of the Guarantors in respect of, among other indebtedness, the NSSNs and the SSNs. Pursuant to the terms of the Intercreditor Agreement, in the event of an enforcement of security interests, the noteholders under the Interim Notes Indenture, together with any other First Priority Creditors (as defined in the 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 Closing Date Guarantors under the Interim Notes Indenture will be secured by the collateral described in and granted pursuant to each of the documents listed on Schedule B Part I hereto (each an “**Existing Closing Collateral Document**”) and the documents listed on Schedule B Part II hereto (each a “**New**

Closing Collateral Document”). Within 120 days of the Closing Date, the Parent Guarantor shall, and shall cause its subsidiaries and the Acceding Guarantors (as applicable), to register and perfect the security interests with respect to the security documents (or amendments to the existing security documents) listed in Schedule B Part III hereto (the “**Post Closing Collateral Documents**” and, together with the Existing Closing Collateral Documents and the New Closing Collateral Documents, the “**Collateral Documents**” and with the Intercreditor Agreement, the “**Security Documents**”) and take such additional necessary actions so that the obligations of the Issuer and the Guarantors under the Interim Notes 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**”).

The Additional Interim Notes are being offered pursuant to an offering memorandum (the “**Offering Memorandum**”) to certain holders of the NSSNs (or their nominees). On June 13, 2024, the Issuer entered into a lock-up agreement (as amended from time to time, the “**2024 Lock-Up Agreement**”) with, among others, the Purchasers and the Parent Guarantor, to facilitate a transaction as described therein involving Codere Luxembourg 3 S.à r.l. and its subsidiaries (such transaction the “**Restructuring**”).

This Agreement, the Accession Agreement, the Additional Interim Notes, the Intercreditor Agreement, the Collateral Documents and the Interim Notes Indenture (including the Guarantees provided therein) are hereinafter collectively referred to as the “**Transaction Documents.**” Codere New Topco S.A. will hereinafter be referred to as the “**Company**” and, together with its direct and indirect subsidiaries, the “**Group.**”

Pursuant to the terms of this Agreement, the Issuer will use the proceeds from the Additional Interim Notes for general corporate purposes and fees and expenses in connection with the implementation of the Transaction.

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 Interim Notes 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 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 Interim Notes 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, the Parent Guarantor and Lux 3, 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 Interim Notes 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 Additional Interim 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.** 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. [Reserved]

f. **Specified Materials.** This Agreement and the informational documents referred to in Schedule G 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, the Parent Guarantor and Lux 3, and the signatories of each of the Issuer, the Parent Guarantor and Lux 3 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 Interim Notes Indenture, have been duly authorized for issuance and sale pursuant to this Agreement and the Interim Notes Indenture and, at the Closing Date, will have been duly executed by the Issuer and, when authenticated in the manner provided for in the Interim Notes 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 Interim Notes Indenture. The Guarantees of the Additional Interim Notes on the Closing Date (or on the Accession Date for Acceding Guarantors) when issued will be in the respective forms contemplated by the Interim Notes Indenture and have been

duly authorized by each of such Guarantors for issuance pursuant to this Agreement and the Interim Notes Indenture; the Guarantees of the Additional Interim 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 Additional Interim Notes have been authenticated in the manner provided for in the Interim Notes Indenture and issued and delivered against payment of the purchase price therefor, the Guarantees of the Additional Interim 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 Interim Notes Indenture.

j. **Transaction Documents.** The Collateral Documents have 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 constitute, or will constitute, as applicable, valid and binding agreements 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 other Transaction Document, including any collateral confirmation agreements confirming the grant and valid existence of the Collateral granted pursuant to any Collateral 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 Intercreditor Agreement) and such Collateral Document will constitute, subject to the Enforceability Exceptions, a valid and enforceable security interest in accordance with its terms.

l. **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 Interim Notes 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 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 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 Additional Interim 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 Additional Interim Notes contemplated by this Agreement, (C) the execution of the Officer's Certificate under Section 2.15(c) of the Interim Notes Indenture, this Agreement and any documents entered into in connection therewith, including any 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 Transaction Documents (i) are voluntarily presented to the registration formalities with the *Administration de l'Enregistrement, des Domaines et de la TVA et des Domaines* 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 Subsidiaries 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, Ukraine, including the so-called People's Republics of Luhansk and Donetsk, the Kherson or Zaporizhzhia regions of Ukraine, or any other territory or region of Ukraine currently under the asserted control of Russia, recognized by Russia, or subject to territorial claims by Russia, the Crimea region of Ukraine, Russia, Belarus, Cuba, Iran, North Korea and Syria). 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 Interim Notes 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 Interim Notes Indenture, respectively, and has the power to designate, appoint and empower and, pursuant to this Agreement and the Interim Notes 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.

x. **Clearing Systems.** The Issuer has taken the necessary steps for the Clearing Systems to issue the necessary ISINs and Common Codes for the Additional Interim Notes to be traded on such platforms.

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 Purchase of the Securities pursuant to the Allocation Funding Notice.** 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 principal amount thereof, on the basis of the representations, warranties and agreements herein contained, and upon the terms herein set forth. The Allocation Funding Notice will set out the aggregate principal amount of

Securities that a Purchaser has agreed to purchase pursuant to this Section 2(a) calculated on the same basis as the calculation method described in the Offering Memorandum.

b. **Instruction and Instruction Deadline.** Each Purchaser agrees to submit all required documentation to the Information Agent and to provide the payment and settlement instructions, corresponding to the settlement instruction details provided by the Information Agent, and delivered to the Clearing Systems to facilitate a delivery versus payment settlement on the Closing Date (such instruction, the “**Instruction**”), by the Instruction Deadline. If a Purchaser fails to provide an Instruction by the deadline for the provision of Instructions to the Clearing Systems as set out in the relevant Allocation Funding Notice received from the Information Agent (the “**Instruction Deadline**”), the Purchaser will not be entitled to purchase the Additional Interim Notes.

c. **Payment for the Securities.** Each Purchaser, or its nominee, shall fund its respective custodian account with its respective purchase price for the Additional Interim Notes, as set out in its respective Allocation Funding Notice.

d. **The Closing Date.** The closing of the purchase of the Securities by the Purchasers and payment 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 July 5, 2024, 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**”).

e. **Delivery of the Securities.** The Securities sold in reliance upon Section 4(a)(2) of the Securities Act will be represented by one global note in registered form without interest coupons attached (the “**Restricted Global Note**”). The Securities sold in reliance upon Regulation S will be represented by one global note in registered form without interest coupons attached (the “**Regulation S Global Note**” and, together with the Restricted Global Note, the “**Global Notes**”). The Restricted Global Note and the Regulation S Global Note will each be assigned an ISIN and a Common Code that is different from the ISIN and the Common Code of the relevant outstanding Interim Notes. The Securities to be purchased by each Purchaser hereunder will be represented by the Global Notes in book-entry form. The Global Notes will be deposited with a common depository (the “**Common Depository**”) for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking, S.A. (“**Clearstream**”) for the account of GLAS Specialist Services Limited as settlement agent (the “**Settlement Agent**”), and shall be delivered on the Closing Date by or on behalf of the Issuer to the Common Depository for the respective accounts of the Purchasers for settlement on a delivery versus payment basis.

SECTION 3 Additional Covenants. Each of the Issuer, the Parent Guarantor and Lux 3 and, upon accession, each Initial Guarantor, 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 Interim Notes 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 Additional Interim Notes will be at or prior to the Closing Date, or the date falling 120 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 Intercreditor Agreement), including, without limitation, the obligations of each of the Issuer and the Guarantors under the Securities and the Interim Notes Indenture, in accordance with its terms.

b. **The Depositaries.** The Issuer will cooperate with the Purchasers and use their best efforts to permit the Securities to be eligible for clearance and settlement through the facilities of Euroclear and Clearstream.

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 have the Securities listed and admitted to the Official List (the “**Official List**”) and trading on The Irish Stock Exchange on or before the first interest payment date following the Closing Date. 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 Additional Interim 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, the Issuer and the Guarantors, as applicable, 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 120 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.

i. **[Reserved]**

j. **[Reserved]**

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, to each of the following additional conditions:

a. **[Reserved.]**

b. **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 (as applicable) the Officer’s Certificate pursuant to Section 2.15(c) of the Interim Notes Indenture (including the Guarantees), the Securities, the Intercreditor Agreement, the Collateral Documents and this Agreement by the Closing Date.

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

d. **Interim Notes Supplemental Indenture.** On or before the Closing Date, the Issuer shall have executed the Interim Notes Supplemental Indenture and the Interim Notes Supplemental Indenture is in full force and effect on the Closing Date.

e. **NSSN Supplemental Indenture.** On or before the Closing Date, the Issuer shall have executed the NSSN Supplemental Indenture and the NSSN Supplemental Indenture is in full force and effect on the Closing Date.

f. **SSN Supplemental Indenture.** On or before the Closing Date, the Issuer shall have executed the SSN Supplemental Indenture and the SSN Supplemental Indenture is in full force and effect on the Closing Date.

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 Backstop 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. [Reserved]

c. **Offshore Transaction with Non-U.S. Person.** 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) 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 (the “**Distribution Compliance Period**”) and will, and will require each subsequent purchaser to whom it resells any Securities during the Distribution Compliance Period prescribed by Regulation S 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 Additional Interim Notes will bear a legend substantially in the following form:

“THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY OR A SUCCESSOR DEPOSITARY. THIS NOTE IS NOT EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS NOTE (OTHER THAN A TRANSFER OF THIS NOTE AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

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

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 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.”

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.

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 (the “**Purchaser Accession Agreement**”) (the form of which can be found in Schedule D-4).

If to the Issuer or the Guarantors: 7, rue Robert Stümper, L-2557, Grand Duchy of Luxembourg, Attention: Eric Lie (telephone no. +352 26 25 88 88 61); with a copy to Allen Overy Shearman Sterling LLP, attention: Gordon Houseman (telephone no. + 44 20 3088 3857; e-mail: gordon.houseman@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 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 Closing Date 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 Closing Date Guarantors in the manner provided herein shall be deemed in every respect effective service of process upon the Issuer and the Closing Date 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 Closing Date 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 13 Effectiveness. This Agreement shall become effective upon the execution and delivery hereof by the Issuer, the Guarantors and the Purchasers.

SECTION 14 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 D-1, D-2 and D-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 15 Default of One or More of the Purchasers. If any one or more of the Purchasers shall fail or refuse to purchase Securities that it or they have agreed to purchase hereunder on the Closing Date, the Issuer shall have the right to make arrangements for any other person or persons, in each case reasonably satisfactory to the Issuer, to purchase all, but not less

than all, of the Securities which such defaulting Purchaser or Purchasers agreed but failed or refused to purchase on the Closing Date.

If other persons agree to purchase the Securities of a Purchaser, the Issuer may, but shall not be obligated to, postpone the Closing Date for up to five full Business Days in order to effect any changes that in the opinion of counsel for the Issuer may be necessary in any other document or arrangement, and the Issuer and the Guarantors agree to promptly prepare any amendment or supplement that effects any such changes.

The obligations of each Purchaser under this Agreement are several but not joint. Therefore, none of the Purchasers shall be deemed to guarantee or in any way assume the obligations of the other Purchasers, either personally, *in rem* or otherwise.

SECTION 16 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 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.

SECTION 17 Raising to Public Status. The Issuer and each of the Spanish Guarantors undertake to raise this Agreement, jointly with any Accession Agreement in connection herewith, to the status of a Spanish public document (*documento público*), by means of the granting of the relevant deed (*escritura pública*) before a Spanish Notary, within five Business Days from the request by any of the Purchasers.

[Signature pages have been removed]

[Signature Page to the Purchase Agreement]

SCHEDULE A

[Reserved]

SCHEDULE B

Collateral Documents

Part I: Existing Closing Collateral Documents

1. a Luxembourg law governed share pledge agreement between the Parent Guarantor as pledgor and the Security Agent as pledgee in respect of shares in Codere Luxembourg 3 S.à r.l., as amended and restated and confirmed from time to time;
2. a Luxembourg law governed receivables pledge agreement between the Parent Guarantor as pledgor, Codere Luxembourg 3 S.à r.l. as debtor and the Security Agent as pledgee, as amended and restated and confirmed from time to time;
3. 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.;
4. 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.;
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 Codere America S.A.U.;
6. 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.;
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 shares in Nididem S.A.U.;
8. 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.;
9. 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.;
10. 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.;

11. 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 JPVMATIC 2005, S.L.U.;
12. 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.;
13. 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.;
14. 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.;
15. 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.;
16. 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.;
17. a Uruguayan law governed pledge agreement granted on December 13, 2016 between Codere Latam S.A. as pledgor and the Security Agent as pledgee in respect of shares in Codere Uruguay, S.A., as amended on August 19, 2020 and November 19, 2021;
18. an Argentinian law governed share pledge offer and charge over shares between Iberargen S.A, and Colonder S.A.U. as pledgors and the Security Agent as pledgee in respect of shares in Codere Argentina S.A and the corresponding Argentinian law governed acceptance letter thereto, amending the pledge agreement resulting from the amended and restated share pledge offer and charge over shares dated November 19, 2021 and accepted on November 19, 2021, as amended;
19. an Argentinian law governed share pledge offer and charge over shares between Codere Argentina S.A. and Colonder S.A.U. as pledgors and the Security Agent as pledgee in respect of shares in Interjuegos S.A. and the corresponding Argentinian law governed acceptance letter thereto, amending the pledge agreement resulting from the amended and restated share pledge offer and charge over shares dated November 19, 2021 and accepted on November 19, 2021, as amended;
20. an Argentinian law governed share pledge offer and charge over shares between Codere Argentina S.A. and Colonder S.A.U. as pledgors and the Security Agent as pledgee in respect of shares in Intermar Bingos S.A. and the corresponding Argentinian law governed acceptance letter thereto, amending the pledge agreement resulting from the amended and

restated share pledge offer and charge over shares dated November 19, 2021 and accepted on November 19, 2021, as amended;

21. an Argentinian law governed share pledge offer and charge over shares between Codere Argentina S.A. and Colonder S.A.U. as pledgors and the Security Agent as pledgee in respect of shares in Bingos Platenses S.A. and the corresponding Argentinian law governed acceptance letter thereto, amending the pledge agreement resulting from the amended and restated share pledge offer and charge over shares dated November 19, 2021 and accepted on November 19, 2021, as amended;
22. an Argentinian law governed share pledge offer and charge over shares between Colonder S.A.U. and Nididem S.L.U. as pledgors and the Security Agent as pledgee in respect of shares in Iberargen S.A. and the corresponding Argentinian law governed acceptance letter thereto, amending the pledge agreement resulting from the amended and restated share pledge offer and charge over shares dated November 19, 2021 and accepted on November 19, 2021, as amended;
23. an Argentinian law governed share pledge offer and charge over shares between Iberargen S.A. and Colonder S.A.U. as pledgors and the Security Agent as pledgee in respect of shares in Interbas S.A. and the corresponding Argentinian law governed acceptance letter thereto, amending the pledge agreement resulting from the amended and restated share pledge offer and charge over shares dated November 19, 2021 and accepted on November 19, 2021, as amended;
24. an Argentinian law governed share pledge offer and charge over shares between Codere Argentina S.A. and Bingos Platenses S.A. as pledgors and the Security Agent as pledgee in respect of shares in Bingos del Oeste S.A. and the corresponding Argentinian law governed acceptance letter thereto, amending the pledge agreement resulting from the amended and restated share pledge offer and charge over shares dated November 19, 2021 and accepted on November 19, 2021, as amended; and
25. an Argentinian law governed share pledge offer and charge over shares between Codere Argentina S.A. and Bingos del Oeste S.A. as pledgors and the Security Agent as pledgee in respect of shares in San Jaime S.A. and the corresponding Argentinian law governed acceptance letter thereto, amending the pledge agreement resulting from the amended and restated share pledge offer and charge over shares dated November 19, 2021 and accepted on November 19, 2021, as amended.

Part II: New Closing Collateral Documents

1. ¹a master amendment and/or confirmation and extension agreement in respect of (i) the Luxembourg law governed share pledge agreement between the Parent Guarantor as pledgor and the Security Agent as pledgee in respect of shares in Codere Luxembourg 3 S.à r.l., as amended and restated and confirmed from time to time; and (ii) in respect of the

¹ The Luxembourg law security confirmations listed in this Part II may also be granted in one or more master security documents.

Luxembourg law governed receivables pledge agreement between the Parent Guarantor as pledgor, Codere Luxembourg 3 S.à r.l. as debtor and the Security Agent as pledgee, as amended and restated and confirmed from time to time;

2. a Luxembourg law governed share pledge agreement between Codere Newco S.A.U. as pledgor and the Security Agent as pledgee in respect of shares in Codere Finance 2 (Luxembourg) S.A., as amended and restated and confirmed from time to time;
3. a Luxembourg law governed receivables pledge agreement between the Issuer as pledgor, Codere Newco S.A.U. as debtor and the Security Agent as pledgee, as amended and restated and confirmed from time to time;
4. ²an amendment and/or a confirmation and extension agreement in respect of the 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.;
5. an amendment and/or a confirmation and extension agreement in respect of the 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.;
6. an amendment and/or a confirmation and extension agreement in respect of the 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.;
7. an amendment and/or a confirmation and extension agreement in respect of the 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.;
8. an amendment and/or a confirmation and extension agreement in respect of the 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.;
9. an amendment and/or a confirmation and extension agreement in respect of the 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.;
10. an amendment and/or a confirmation and extension agreement in respect of the 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

² The Spanish law security confirmations listed in this Part II may also be granted in one or more master security documents.

pledgees in respect of the shares Codere Internacional Dos S.A.U. holds in Codere Latam S.A.;

11. an amendment and/or a confirmation and extension agreement in respect of the 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.;
12. an amendment and/or a confirmation and extension agreement in respect of the 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 JPVMATIC 2005, S.L.U.;
13. an amendment and/or a confirmation and extension agreement in respect of the 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.;
14. an amendment and/or a confirmation and extension agreement in respect of the 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.;
15. an amendment and/or a confirmation and extension agreement in respect of the 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.;
16. an amendment and/or a confirmation and extension agreement in respect of the 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.;
17. an amendment and/or a confirmation and extension agreement in respect of the 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.;
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 Internacional S.A.U.;
19. 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 pledgee in respect of shares in Codere España S.A.U.;

20. 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 the shares Codere Newco S.A.U. holds in Codere Latam S.A.; and
21. 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.L.U.

Part III: Post Closing Collateral Documents

22. an Italian law governed confirmation and extension agreement of pledge over shares between, *inter alios*, Codere Internacional S.A.U. as pledgor and the Security Agent as pledgee in respect of shares in Codere Italia S.p.A. (as amended, supplemented, confirmed and/or confirmed and extended from time to time);
23. an Italian law governed confirmation and extension agreement of pledge over shares between, *inter alios*, Codematica S.r.L. as pledgor and the Security Agent as pledgee in respect of shares in Codere Network S.p.A. (as amended, supplemented, confirmed and/or confirmed and extended from time to time);
24. an Italian law governed confirmation and extension agreement of pledge over shares between, *inter alios*, Codere Italia S.p.A. as pledgor and the Security Agent as pledgee in respect of the shares of Operbingo Italia S.p.A. (as amended, supplemented, confirmed and/or confirmed and extended from time to time);
25. a Brazilian law governed pledge and charge over quotas between Codere Latam S.A., Codere Internacional Dos S.A.U. and Nididem S.A.U., as pledgors, and the Security Agent, as pledgee, in respect of quotas in Codere do Brasil Entretenimento Ltda;
26. a Mexican law governed pledge and charge over shares between Coderco, S.A. de C.V., Promociones Recreativas Mexicanas, S.A. de C.V., Codere Latam S.A. and Nididem S.A.U. as pledgor and the Security Agent as pledgee in respect of shares in Codere México, S.A. de C.V.;
27. a Colombian law governed pledge and charge over shares between Codere Internacional Dos, S.A.U., Codere Latam S.A., Nididem, S.A.U., Codere Internacional, S.A.U., Codere Colombia S.A., and Codere Latam Colombia S.A. as pledgors and the Security Agent as pledgee in respect of shares in Codere Colombia S.A.;
28. a Colombian law governed pledge and charge over shares between Colonder, S.A., Codere Latam S.A., Nididem, S.A.U., Codere Internacional, S.A.U. and Codere Internacional Dos S.A. as pledgors and the Security Agent as pledgee in respect of shares in Codere Latam Colombia S.A.; and
29. an English law governed confirmatory or supplemental security agreement in respect of the English law governed share charge dated 19 November 2021 (as amended and/or confirmed and/or supplemented) 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.

SCHEDULE C**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	100.00%
CODERE LUXEMBOURG 2 S.A.R.L.	100.00%
ALTA CORDILLERA S.A.	75.00%
CIA. DE. RECREAT. PANAMA S.A.	100.00%
HÍPICA 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%
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%
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.BILOT 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 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 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 €20,000,000 principal amount of the Issuer’s 13.00% Additional Interim Super Senior Secured Notes due 2025 (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 Additional Interim 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:

[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.

€20,000,000 13.00% Additional Interim Super Senior Secured Notes due 2025

We make reference to 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 €20,000,000 principal amount of the Issuer’s 13.00% Additional Interim Super Senior Secured Notes due 2025 (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 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 Additional Interim Notes and the Interim Notes Indenture in no case shall exceed the maximum principal aggregate amount of the Additional Interim 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 Interim Notes 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*)), 1583, 1585, 1587, 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 Interim Notes 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 Interim Notes 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 Interim Notes 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 Interim Notes 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 Interim Notes 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 is not applicable with respect to any payments to be performed in connection with the this Offer [1]/2024, the Purchase Agreement or the Interim Notes Indenture and forever and irrevocably waive any right that might assist it to allege that any payments in connection with this Offer [1]/2024, the Purchase Agreement or the Interim Notes 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 Interim Notes 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 Additional Interim 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 Additional Interim Notes contemplated by this Agreement, (C) the accession to the Interim Notes Indenture (including the Guarantees), the accession to the amended and restated 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 Additional Interim 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 each CT Corporation (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 [1]/2024

Dear Sirs or Madams,

The undersigned hereby accepts your Offer [1]/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 June 13, 2024 (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 €20,000,000 principal amount of the Issuer’s 13.00% Additional Interim Super Senior Secured Notes due 2025 (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)

(Signature page follows)

[•]

As Purchaser

By: _____

Name:

Title:

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:

Schedule A

[To come from the Securities Distribution Instructions]

SCHEDULE F

[Reserved]

[Reserved]

[reserved]

Codere Finance 2 (Luxembourg) S.A.

7, rue Robert Stümper,
L-2557 Luxembourg,
Grand Duchy of Luxembourg

[•], 2024

GLAS Trustees Limited (as Trustee)
55 Ludgate Hill
Level 1, West
London EC4M 7JW
United Kingdom

Re: Authentication and Delivery Order

Ladies and Gentlemen:

The undersigned hereby delivers to you for authentication under the indenture, dated September 29, 2023, (the “**Interim Notes Indenture**”), by and among, *inter alios*, Codere Finance 2 (Luxembourg) S.A. the “**Issuer**,” the Guarantors (as defined in the Backstop Purchase Agreement), 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, global notes evidencing of €20,000,000 in aggregate principal amount of the Issuer’s 13.00% Interim Super Senior Secured Notes due 2025 (the “**Notes**”), issued and sold pursuant to (i) a purchase agreement, dated June 13, 2024, by and among the Purchasers named in Schedule A thereto, the Issuer and the Guarantors relating to the issuance and sale of the Additional Interim Notes (the “**Backstop Purchase Agreement**”) and (ii) a purchase agreement, dated June 13, 2024, by and among certain holders of the NSSNs (as defined therein), the Issuer and the Guarantors relating to the issuance and sale of the Additional Interim Notes (the “**Offer Purchase Agreement**”) and together with the Backstop Purchase Agreement, the “**Purchase Agreements**” and the purchasers under the purchase Agreements, together the “**Purchasers**”). All capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Backstop Purchase Agreement.

Pursuant to Section 2.02 of the Interim Notes Indenture, you, as Trustee are hereby authorized and directed to authenticate, in the manner provided by the Interim Notes Indenture, (i) the global note representing the €[•] aggregate principal amount of the Additional Interim Notes to be sold pursuant to Rule 144A under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) and (ii) the global note representing €[•] aggregate principal amount of the Additional Interim Notes to be sold pursuant to Regulation S under the Securities Act, all as heretofore delivered to you, duly executed by duly authorized officers of the Issuer, as provided in the Indenture, and to register the Additional Interim Notes in the name of Bank of America GSS Nominees Limited, as nominee for the common depository for Euroclear Bank SA/NV

(“**Euroclear**”) and Clearstream Banking, SA (“Clearstream”), and in your capacity as Registrar arrange for the appropriate entries to be made in the register and deliver the duly executed and authenticated Notes for deposit to Bank of America N.A., London Branch, as common depository for Euroclear and Clearstream, for further credit to the Purchasers.

Pursuant to Section 2.02 of the Interim Notes Indenture, the undersigned hereby certifies that all conditions precedent to the issuance of the Additional Interim Notes contained in the Interim Notes Indenture have been complied with.

(Signature page follows)

IN WITNESS WHEREOF, please acknowledge receipt of the Additional Interim Notes for authentication below.

Very truly yours,

CODERE FINANCE 2 (LUXEMBOURG) S.A.

By: _____

Name:

Title:

By: _____

Name:

Title:

The undersigned, as Trustee and Registrar, acknowledges receipt of the Additional Interim Notes referred to above on the date first written above.

GLAS Trustees Limited,

as Trustee

By: _____

Name:

Title:

Codere Finance 2 (Luxembourg) S.A. (the “Issuer”)

7 rue Robert Stümper,
L-2557 Luxembourg,
Grand Duchy of Luxembourg

[•], 2024

Bank of America N.A., London Branch, as Common Depositary
2 King Edward Street
London EC1A 1HQ
United Kingdom

Re: Instruction to the common depositary to deliver the Issuer’s Additional Interim Super Senior Secured Notes due 2025 (the “Notes”) to the Settlement Agent’s account

Ladies and Gentlemen:

Reference is made to the offering (“**Offering**”) of €20,000,000 aggregate principal amount of Additional Interim Notes. All capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Backstop Purchase Agreement dated June 13, 2024.

We refer to the Regulation S Global Note and the Restricted Global Note in relation to the Additional Interim Notes, which has been duly executed on behalf of the Issuer and authenticated by GLAS Trustees Limited, as trustee, and delivered to you in your capacity as Common Depositary for Euroclear Bank SA/NV and Clearstream Banking, SA.

We irrevocably authorize and instruct the Common Depositary:

- a. to hold each of the Regulation S Global Note and the Restricted Global Note on behalf of the accountholders of Euroclear Bank SA/NV and Clearstream Banking, SA; and
- b. to deliver the Additional Interim Notes in an aggregate principal amount of €20,000,000, on a delivery versus payment basis to the Euroclear account (account number [•]) of [•], the third-party custodian of [•], as settlement agent.

(Signature page follows)

Yours faithfully,

Codere Finance 2 (Luxembourg) S.A.

By: _____

Name:

Title:

By: _____

Name:

Title:

CROSS-RECEIPT

[●], 2024

Reference is made to a purchase agreement, dated June 13, 2024, by and among others the Purchasers named in Schedule A thereto (the “Backstop Purchase Agreement”), a purchase agreement, dated June 13, 2024, by and among others certain holders of the NSSNs (as defined therein), the Issuer and the Guarantors relating to the issuance and sale of the Additional Interim Notes (the “Offer Purchase Agreement” and together with the Backstop Purchase Agreement, the “Purchase Agreements” and the purchasers under the purchase Agreements, together the “Purchasers”), the guarantors named in the Purchase Agreements and Codere Finance 2 (Luxembourg) S.A. (the “Issuer”), in connection with the issuance and sale by the Issuer of €20,000,000 aggregate principal amount of its 13.00% Additional Interim Super Senior Secured Notes due 2025 (the “Notes”). All capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Backstop Purchase Agreement.

Each Purchaser hereby acknowledges receipt from the Issuer and Bank of America N.A., London Branch, as common depository, of its respective portion of the €20,000,000 aggregate principal amount of the Additional Interim Notes, as set forth in the allocation notice, representing in full the Additional Interim Notes purchased by the Purchasers pursuant to the Purchase Agreements.

The Issuer hereby acknowledges receipt from the Purchasers of the Proceeds in consideration for the Issuer’s issuance of €20,000,000 of the Additional Interim Notes, through one or more wire transfers representing payment in full for the Additional Interim Notes purchased from the Issuer pursuant to the Purchase Agreements.

(Signature page follows)

By: [●]

By: _____
Name:
Title:

By: [●]

By: _____
Name:
Title:

By: [●]

By: _____
Name:
Title:

By: [●]

By: _____
Name:
Title:

CODERE FINANCE 2 (LUXEMBOURG) S.A.

By: _____

Name:

Title:

By: _____

Name:

Title:

CERTIFICATE

OF

GLAS Trustees Limited
55 Ludgate Hill
Level 1, West
London EC4M 7JW
United Kingdom

AS TRUSTEE

[●], 2024

The undersigned, GLAS Trustees Limited, does hereby certify that:

1. The Officer's Certificate pursuant to Section 2.15(c) of the indenture, dated as of September 29, 2023 (the "**Interim Notes Indenture**"), among, *inter alios*, Codere Finance 2 (Luxembourg) S.A. (the "**Issuer**" or "**you**"), and GLAS Trustees Limited (the "**Trustee**"), has been duly executed and delivered to the Trustee by its authorized signatory.
2. Pursuant to the provisions of Section 2.02 of the Interim Notes Indenture, the Trustee duly authenticated and caused to be delivered to or upon the order of the Issuer, €20,000,000 aggregate principal amount of the Issuer's 13.00% Additional Interim Super Senior Secured Notes due 2025 (the "Notes"). The Trustee has examined the form of the Additional Interim Notes so authenticated and delivered and has found the same to be in substantially the form called for by the Interim Notes Indenture.
3. Each person who, on behalf of the Trustee, executed and delivered the Interim Notes Indenture was at the date thereof and is now duly elected, appointed or authorized, qualified and acting as an officer or authorized signatory of the Trustee and duly authorized to perform such acts at the respective times of such acts and the signatures of such persons appearing on such documents are their genuine signatures.
4. Attached hereto is an authorized signatures list of the Trustee and a specimen signatures list, regarding the signing authority of the persons mentioned above in paragraph 1, which at the date hereof is in full force and effect.

All capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Backstop Purchase Agreement dated June 13, 2024.

(Signature page follows)

IN WITNESS WHEREOF, GLAS Trustees Limited has caused this certificate to be executed in its corporate name by an officer thereunto duly authorized on the date first written above.

GLAS TRUSTEES LIMITED

By: _____

Name:

Title:

[Trustee Signing Authority List]

GLAS Trustees Limited
55 Ludgate Hill
Level 1, West
London EC4M 7JW
United Kingdom

[●], 2024

Codere Finance 2 (Luxembourg) S.A.
7 rue Robert Stümper,
L-2557 Luxembourg,
Grand Duchy of Luxembourg

and copy to:

Bank of America N.A., London Branch, as Common Depository
2 King Edward Street
London EC1A 1HQ
United Kingdom

Re: Compliance with Authentication Order and Delivery of the Additional Interim Notes

Ladies and Gentlemen:

In accordance with your Authentication Order dated the date hereof, and pursuant to Section 2.02 of the indenture, dated September 29, 2023, (as amended from time to time, the “Interim Notes Indenture”), among, *inter alios*, Codere Finance 2 (Luxembourg) S.A. (the “**Issuer**” or “**you**”) and GLAS Trustees Limited (the “**Trustee**”), under which the Additional Interim Notes are to be issued, and in accordance with the written directions contained in said order, we hereby confirm we have, in our capacity as Trustee, authenticated the Note as directed in the Authentication Order and in our capacity as Registrar have arranged for the appropriate entries to be made in the register and have delivered to Bank of America N.A., London Branch, as common depository for Euroclear Bank SA/NV and Clearstream Banking, SA, for deposit and further credit and delivery to the indicated accounts of the several Purchasers named in (i) a purchase agreement, dated June 13, 2024, by and among others the Purchasers named in Schedule A thereto (the “Backstop Purchase Agreement”) and (ii) a purchase agreement, dated June 13, 2024, by and among others certain holders of the NSSNs (as defined therein), (the “Offer Purchase Agreement” and together with the Backstop Purchase Agreement, the “Purchase Agreements” and the purchasers under the purchase Agreements, together the “Purchasers”), on your behalf and upon your instructions, €20,000,000 aggregate principal amount of your Notes, all duly authenticated by us, all in accordance with the Interim Notes Indenture.

All capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Backstop Purchase Agreement.

(Signature page follows)

[Signature Page of the Issuer to Authentication Order]

Very truly yours,

GLAS Trustees Limited, as Trustee

By: _____

Name:

Title:

IN WITNESS WHEREOF, we, as common depositary for Euroclear Bank SA/NV and Clearstream Banking, SA, hereby acknowledge receipt and acceptance of €20,000,000 aggregate principal amount of 13.00% Additional Interim Super Senior Secured Notes due 2025 of Codere Finance 2 (Luxembourg) S.A., on the date first written above.

Very truly yours,

Bank of America N.A., London Branch,
as Common Depositary

By: _____

Name:

Title:

SCHEDULE G

List of Informational Documents

1. The Offering Memorandum of the Issuer dated June 13, 2024.