

Transaction Term Sheet

This term sheet forms part of the Lock-Up Agreement. Capitalised terms not otherwise defined herein will have the same meaning as provided in the Lock-Up Agreement.

This term sheet sets forth the key terms of the Transaction. This term sheet describes a series of transactions that are fully inter-conditional. The matters set out in this term sheet are summary terms only and are not intended to include all the terms and conditions which will be set out in full in the final documentation.

This term sheet remains subject to further regulatory, tax and legal structuring advice and the execution of satisfactory documentation.

Overview of the Restructuring

<p>Overview</p>	<p>On the Transaction Effective Date, the capital structure of the New Codere Group shall comprise:</p> <ul style="list-style-type: none"> • €128,273,196 million (inclusive of OID and Wind-Down Funding) First Priority Notes issued by the Issuer; • €3 million Surety Bond Facility with Codere Newco S.A.U. as obligor • Certain local debt of certain New Codere Group Companies as is existing on the Transaction Effective Date; and • New Shares in Codere Group Topco. <p>The Luxco 3 Equity shall be transferred to Codere Group Topco pursuant to an enforcement of the share pledge granted by Codere Luxembourg S.à r.l. over the shares of Codere Luxembourg 3 S.à r.l. (“Luxco 3 Share Pledge”).</p> <p>On the Transaction Effective Date, the ordinary share capital of Codere Group Topco will be issued as follows (subject to dilution for other future permitted equity issuances):</p> <ul style="list-style-type: none"> • 77.5% shall be issued to NSSN Holders in exchange for the exchange, release, disposal of, cancellation or other extinguishment of the NSSN Debt (including all accrued but unpaid interest) and the NSSNs at the Transaction Effective Date; • 17.5% shall be issued to the legal and/or beneficial owners of the ultimate economic interest in the First Priority Notes (the “First Priority Noteholders”) who are eligible to receive the applicable Equity Fee; and
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	<ul style="list-style-type: none"> • 5.0% shall be issued to First Priority Noteholders who are eligible to receive the applicable Upfront FPN Commitment Fee.
Warrants	<p>A SSN Holder shall be entitled to participate in the Warrants provided such SSN Holder consents to the Restructuring by acceding to the Lock-Up Agreement, consenting to the Spanish Restructuring Plan, and delivering all other instructions and consents in support of the Restructuring in respect of all Notes Debt legally and beneficially owned by it in each case by the relevant deadline(s) in compliance with the Lock-Up Agreement (a “Consenting SSN Holder”).</p> <p>Each Consenting SSN Holder shall be entitled to a <i>pro rata</i> participation in the Warrants (<i>pro rata</i> to its SSN Debt relative to other Consenting SSN Holders) on the Transaction Effective Date.</p> <p>Further details of the Warrants are set out in the Equity Term Sheet.</p>
Warrant Entitlements	<p>The <i>pro rata</i> share for a Consenting SSN Holder in respect of the Warrants will be calculated based on the respective locked-up SSN Debt held by the Consenting SSN Holder on the Record Date.</p> <p>Any amount of principal or interest that is in USD shall be converted to EUR at a publicly available spot rate of exchange selected by the Information Agent (acting reasonably) at or about 11:00 a.m. on the Record Date.</p>
Restructuring Entitlements	<p>Each NSSN Holder will be entitled to a <i>pro rata</i> share of New Shares representing 77.5% of the ordinary share capital of Codere Group Topco on the Transaction Effective Date (subject to dilution by other future permitted equity issuances) (the “Restructuring Entitlements”), in consideration for the full exchange, release, disposal of, cancellation or other extinguishment of the NSSN Debt (including all accrued but unpaid interest) or any part thereof.</p> <p>Each Non-Disqualified NSSN Holder will also be offered the opportunity to purchase its <i>pro rata</i> share of the First Priority Notes, with the option to undersubscribe or oversubscribe. Further details of this offer and the First Priority Notes are set out below.</p>
Allocation of Restructuring Entitlements	<p>Any NSSN Holder, First Priority Noteholder and/or Upfront FPN Purchaser, together with its Affiliates and Related Funds, (“Relevant Noteholder”) that, upon the Transaction Effective Date, will hold greater than 5% of the New Shares will need to obtain clearance from the Federal Economic Competition Commission of Mexico (“COFECE”) prior to the occurrence of the Transaction Effective Date.</p> <p>At the Record Date if the entitlement of any Relevant Noteholder to the New Shares would otherwise exceed 5% in aggregate (that total amount of New Shares being the “Relevant Equity Holding”), and clearance from COFECE has not been obtained for that Relevant Noteholder, then such Relevant Noteholder’s voting and/or ownership rights to that</p>

	<p>Relevant Equity Holding shall be limited to 4.9% of the aggregate voting and/or ownership rights in the New Shares, provided that such Relevant Noteholder shall remain entitled to the entirety of the Relevant Equity Holding notwithstanding the requirement for clearance from COFECE, which in the case of ownership rights shall be achieved by the issuance to that Relevant Noteholder of warrants or contingent value rights or similar instrument, which in each case is subject to equity accounting treatment, to be agreed between Codere Group Topco, the Majority Consenting Noteholders and the Majority Upfront FPN Purchasers (the “Regulatory Consent Limitation”).</p> <p>If such Relevant Noteholder has obtained the requisite consents of COFECE to hold voting and/or ownership rights in New Shares in excess of an aggregate of 5% (with each such Relevant Noteholder being subject to an obligation to use all reasonable endeavours to obtain such consents as soon as reasonably practicable) and has agreed to comply with any ongoing regulatory obligations or conditions in connection with the same), Regulatory Consent Limitation shall be disapplied and the relevant warrants, contingent value rights or other instrument cancelled and the relevant amount of New Shares issued to such Relevant Noteholder.</p>
Treatment of NSSNs	<p>On the Transaction Effective Date, in consideration for the issuance of the Restructuring Entitlements, the NSSN Debt (including all accrued but unpaid interest) and the NSSNs will be exchanged, released, disposed of, cancelled or otherwise extinguished in full pursuant to the exercise of the Security Agent’s powers under Clause 16 (<i>Distressed Disposals and Appropriation</i>) of the Intercreditor Agreement in connection with the Enforcement Transfer.</p>
Treatment of SSNs	<p>On the Transaction Effective Date, the SSN Debt (including all accrued but unpaid interest) and the SSNs will be cancelled, released or otherwise extinguished in full pursuant to the exercise of the Security Agent’s powers under Clause 16 (<i>Distressed Disposals and Appropriation</i>) of the Intercreditor Agreement in connection with the Enforcement Transfer.</p>
Change of issuer	<p>Codere Luxembourg 3 S.à r.l. will replace the Issuer as issuer of the NSSNs and SSNs shortly prior to the Enforcement Transfer of the Luxco 3 Equity.</p>
Treatment of Subordinated PIK Notes	<p>On the Transaction Effective Date, subject to receipt of consent pursuant to the Consent Solicitation/Restructuring Memorandum from Subordinated PIK Holders holding 75% or more of the then outstanding aggregate principal amount of Subordinated PIK Notes (the “Subordinated PIK Notes Consent Condition”), the Subordinated PIK Notes Debt and the Subordinated PIK Notes will be written down, cancelled or otherwise extinguished in full.</p>

Treatment of Interim Notes and Bridge Notes	<p>The Interim Notes and Bridge Notes (as further described below) will be refinanced in full with the proceeds of the First Priority Notes, on a cashless basis where applicable.</p> <p>Any accrued but unpaid interest, deferred issue fees, if applicable, and redemption premium, if applicable, due to any Interim Noteholder or Bridge Noteholder on the Transaction Effective Date will be capitalised immediately prior to the refinancing described above.</p>
Intercreditor Agreement	<p>The provisions in the Intercreditor Agreement will be amended or replaced by a new intercreditor agreement, reflecting the following:</p> <ul style="list-style-type: none"> • Ranking and priority: the Surety Bond Facility and the First Priority Notes shall be senior liabilities of the New Codere Group, rank <i>pari passu</i> in order priority and will be the only debt of the Issuer subject to the Intercreditor Agreement at the time of issuance. • Instructing Group: the First Priority Notes and the Surety Bond Facility shall have first instruction rights in relation to enforcement of the collateral.
Codere Group Topco	<p>A new Luxembourg S.A. entity (or such other form of entity in such other jurisdiction as may be determined by the Majority Consenting NSSN Holders) shall be incorporated (“Codere Group Topco”), which shall hold 100% of the Luxco 3 Equity.</p>
Restructuring Conditions Precedent and Implementation Steps	<p>All elements of the Restructuring shall be inter-conditional in a sequence to be agreed between the Company and the Majority Consenting Noteholders. Conditions precedent to the Transaction Effective Date to include customary conditions precedent and:</p> <ul style="list-style-type: none"> (a) Codere Group Topco has been incorporated; (b) submission by Codere Newco S.A.U. of a restructuring plan setting forth the terms of the transaction applicable to each homologation obligor (the “Spanish Restructuring Plan”) to the relevant Spanish Courts and the obtention of a first instance ruling sanctioning (“<i>homologación</i>”) the Spanish Restructuring Plan as it has been filed and in the same terms requested in accordance with Chapter V (<i>Capítulo V</i>) of Title III (<i>Título III</i>) of the Second Book (<i>Libro Segundo</i>) of the Spanish Insolvency Act in respect of each homologation obligor and granting the First Priority Notes, the Interim Notes and the Bridge Notes the protections and privileges of interim and new money financing under the Spanish Insolvency Act (the “Homologation Ruling”) and the Homologation Ruling has not been reversed, in full or in part; (c) regulatory approval or clearance required from any Regulator in connection with the Restructuring and

	<p>approval, consent or waivers required pursuant to any Authorisation, material contract or other arrangement (such materiality as determined by the Majority Consenting Noteholders in consultation with the Company) with respect to any termination right or penalty that may be triggered by the Restructuring in terms satisfactory to the Majority Consenting Noteholders acting reasonably;</p> <p>(d) all conditions to the implementation of any Consent Solicitation/Restructuring Memorandum have been satisfied in full or waived, including, at least, the consent of NSSN Holders holding more than 50% outstanding principal amount of the NSSNs;</p> <p>(e) completion of all reasonable “know-your-customer” and customer due diligence checks by all relevant persons;</p> <p>(f) payment of all agreed advisor fees and expenses;</p> <p>(g) the Intercreditor SBF Consent Request has been granted;</p> <p>(h) funds flow in a form satisfactory to the majority First Priority Notes purchasers;</p> <p>(i) the Wind-Down Funding is available to the RumpCos pursuant to the funds flow;</p> <p>(j) the escrow agent has confirmed it has received all required subscription amounts for the First Priority Notes into the escrow account;</p> <p>(k) rating of the First Priority Notes by Moody’s Investors Service;</p> <p>(l) the Luxco 3 Equity Transfer has occurred pursuant to an Enforcement Transfer;</p> <p>(m) the New Shares have been issued to those NSSN Holders and Nominated Participants (and, if applicable, to the Holding Period Trustee) entitled to be issued with New Shares in accordance with the Consent Solicitation/Restructuring Memorandum;</p> <p>(n) the New Shares have been issued to those First Priority Noteholders who are eligible to receive the Equity Fee and the Upfront FPN Commitment Fee, as applicable;</p> <p>(o) the Warrants have been issued;</p> <p>(p) the First Priority Notes have been issued and all documentation required to grant (or, as applicable,</p>
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	<p>confirm or supplement) the First Priority Notes collateral has become effective;</p> <p>(q) the Intercreditor Amendments having become effective; and</p> <p>(r) the Deed of Release having become effective.</p> <p>Restructuring Conditions Precedent shall be to the satisfaction of the Majority Consenting Noteholders and may be waived by the Majority Consenting Noteholders (except items (c) and (i) above which will also require the consent of the Company to be waived).</p>
Holding Period Trustee	<p>GLAS shall act as holding period trustee (the “Holding Period Trustee”) for the purposes of holding any Restructuring Entitlements for the benefit of one or more NSSN Holders who are not eligible to or do not claim their Restructuring Entitlements in accordance with the terms provided for in the Consent Solicitation/Restructuring Memorandum.</p> <p>The Holding Period Trustee will hold the relevant Restructuring Entitlements for a period to be agreed between the Company and the Majority Consenting NSSN Holders (the “Holding Period”).</p> <p>Treatment of Restructuring Entitlements remaining in the Holding Period Trust at the end of the Holding Period to be determined by the Majority Consenting NSSN Holders and the Holding Period Trustee.</p>

First Priority Notes Offer to NSSN Holders

Overview	Each Non-Disqualified NSSN Holder as at the Record Date will be offered the opportunity to purchase a percentage of the First Priority Notes that is equal to the percentage of the NSSNs held by such Non-Disqualified NSSN Holder (calculated by the Information Agent as at the Record Date) with the option to undersubscribe or oversubscribe.
Form of Offer	<p>The offer will be made as part of the Consent Solicitation/Restructuring Memorandum proposed to implement the Restructuring.</p> <p>The First Priority Notes will be issued and delivered in reliance upon exemptions from the registration requirements of the Securities Act.</p> <p>The First Priority Notes will be issued and delivered only (i) in the United States in reliance upon Section 4(a)(2) of the Securities Act and (ii) to non-US persons in offshore transactions outside the United States, in reliance on Regulation S under the Securities Act.</p> <p>None of the First Priority Notes has been or will be registered under the Securities Act or the securities laws of any other jurisdiction.</p> <p>For the avoidance of doubt, no offer for the First Priority Notes will be made to any Disqualified Person and no First Priority Notes will be issued to a Disqualified Person.</p>
Eligible Purchasers	<p>Each NSSN Holder that has, on or before the FPN Subscription Deadline:</p> <ul style="list-style-type: none">(a) acceded to the FPN Purchase Agreement; and(b) delivered all other documentation required by the Consent Solicitation/Restructuring Memorandum to purchase First Priority Notes; and(c) paid all amounts that it is required to pay into the designated escrow account by the relevant deadline. <p>Each eligible NSSN Holder will have the option to nominate one or more Nominated Participants to purchase its entitlement of the First Priority Notes in its place.</p>

First Priority Notes

Face value amount	€124 million, excluding Original Issue Discount and Wind-Down Funding (€128,273,196 including Original Issue Discount and Wind-Down Funding)
Original Issue Discount	3%
Issuer	Codere Finance 2 (Luxembourg) S.A.
Issue Date	Transaction Effective Date
Form and Documentation	<p>The First Priority Notes will be issued under an indenture which will be based on the NSSN Indenture, amended to reflect the provisions of this Term Sheet and as otherwise agreed between the Issuer and the Majority Consenting NSSN Holders.</p> <p>The First Priority Notes will be in the form of regulated, privately placed global notes.</p>
Listing	The International Stock Exchange (or another exchange which may or may not be a 'regulated market' for purposes of the Market Abuse Regulation (596/2014/EU)
Settlement	The First Priority Notes shall not be eligible to be held by accountholders through a clearing system.
Security and Guarantees	Same as Interim Notes.
Ranking	The First Priority Notes will be senior obligations of the Issuer and will rank equally in right of payment with all other existing and future senior indebtedness of the Issuer.
Coupon Payment Dates	March 31 and September 30 of each year, it being understood that the first coupon payment due under the First Priority Notes will be on March 31, 2025
Coupon	8% p.a. cash plus 3% p.a. PIK capitalising on each coupon payment date
Maturity Date	December 31, 2028
Use of Proceeds	Refinancing of the Interim Notes and Bridge Notes and general corporate purposes and fees and expenses in connection with the implementation of the Restructuring
Upfront FPN Purchasers	<p>Upfront FPN Purchasers agree upfront to subscribe to the aggregate principal amount of the First Priority Notes.</p> <p>Each Upfront FPN Purchaser agrees to purchase (by itself or through an Affiliate or Related Fund) its Upfront FPN Commitment Percentage of the First Priority Notes that are not purchased by other NSSN Holders.</p>

Upfront FPN Commitment Fee	Upfront FPN Purchasers shall be entitled to receive a fee to be allocated <i>pro rata</i> to each Upfront FPN Purchaser's Upfront FPN Commitment Percentage for committing to subscribe in the First Priority Notes issuance to be paid in the form of New Shares representing 5% of the ordinary share capital of Codere Group Topco on the Transaction Effective Date (subject to dilution for other permitted future equity issuances).
Exit Fee	<ul style="list-style-type: none"> • 5% of the aggregate principal amount and any accrued and uncapitalised interest of the First Priority Notes, redeemed or repurchased at any time between the Issue Date through 30 September 2026, • 7.5% of the aggregate principal amount and any accrued and uncapitalised interest of the First Priority Notes redeemed or repurchased at any time between 1 October 2026 through 30 September 2027, or • 10% of the aggregate principal amount and any accrued and uncapitalised interest of the First Priority Notes, redeemed or repurchased at any time from 1 October 2027 onwards, <p>in each case <i>pro rata</i> to the First Priority Noteholders at that time.</p> <p>The Exit Fee shall be payable on any repurchase or redemption of the First Priority Notes, including voluntary redemption, final maturity, redemption following a change of control or any repurchase with asset sale proceeds.</p>
Equity Fee	Each holder of First Priority Notes will be entitled to a <i>pro rata</i> share (<i>pro rata</i> to its First Priority Note holdings on the Transaction Effective Date) of New Shares representing 17.5% of the ordinary share capital of Codere Group Topco on the Transaction Effective Date (subject to dilution for other permitted future equity issuances).
Luxco 3 Obligations	<p>Luxco 3 will undertake the obligation to pay or procure the payment of the (i) Upfront FPN Commitment Fee to the Upfront FPN Purchasers, (ii) the Equity Fee to the First Priority Noteholders, and (iii) the Warrants to each Consenting SSN Holder.</p> <p>The obligations of Luxco 3 in respect of the Upfront FPN Commitment Fee, the Equity Fee and the Warrants shall be discharged in full by the issuance of the Upfront FPN Commitment Fee Equity Entitlements, the FPN Equity Entitlements and the Warrant Entitlements.</p>
Representations	Representations and warranties to be given on the same terms as the Interim Notes and the Bridge Notes Purchase Agreement.
Covenants and Events of Default	Covenants and events of default as set out in the Baskets Table.

	<p>Financial reporting obligations to be on the same terms as in the NSSN Indenture except that:</p> <ul style="list-style-type: none"> • quarterly reports in respect of the second quarter (“Q2”) of each financial year will be deliverable within 75 days after the end of that quarter; and • quarterly accounts to include at minimum all financial report information and operating KPIs in accordance with the Proposed Financial Reporting Scope (as defined below). <p>The form of quarterly accounts is to follow a standardised report template, as agreed in accordance with the Lock-Up Agreement. The quarterly accounts are to contain the same form of financial information and operating KPIs that were included in (i) the earnings results statement and/or result presentation for the third quarter of 2023, and (ii) the results presentation for the first quarter of 2024. That is to say that any financial information/KPI information disclosed in any of (i) or (ii) is to be disclosed on an equivalent basis. (the “Proposed Financial Reporting Scope”), <i>provided that</i> if the First Priority Notes are listed on a MAR Stock Exchange and the Issuer or the Guarantors are subject to admission and disclosure standards applicable to issuers of MAR Stock Exchanges, the Proposed Financial Reporting Scope shall be modified as agreed to allow for the disclosure of the relevant information to the market in accordance with those obligations.</p> <p>“MAR Stock Exchange” means a “regulated market”, “MTF” or “OTF” for purposes of Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC (the “Market Abuse Regulation”)</p>
Voting thresholds	Same as Interim Notes.
Transfer provisions	Freely transferable, subject to potential buyers (and prospective buyers) entering into a Loan Market Association standard form of confidentiality undertaking.
Intercreditor Agreement Designation	On the Transaction Effective Date, the First Priority Notes will be designated as a First Priority Notes (as defined in the Intercreditor Agreement) in accordance with clause 24.9 (<i>Accession of First Priority Debt Creditors under new First Priority Notes or First Priority Facility</i>) of the Intercreditor Agreement.
Conditions Precedent	To be subject to the Restructuring Conditions Precedent and include customary conditions precedent.
Trustee, Security Agent, Paying Agent and	Same as Interim Notes.

Registrar and Transfer Agent	
Governing Law	New York.

Transfer of Luxco 3 Equity

Overview	<p>A new holding entity, Codere Group Topco, shall be established to hold the Luxco 3 Equity (the “Luxco 3 Equity Transfer”).</p> <p>The Luxco 3 Equity Transfer shall be implemented through enforcement (by appropriation) of the Luxco 3 Share Pledge by the Security Agent, in accordance with its terms (an “Enforcement Transfer”) on the Transaction Effective Date as described in more detail below.</p>
Enforcement Transfer of Luxco 3 Equity	<p>The Security Agent will implement the Enforcement Transfer by way of appropriation of the Luxco 3 Equity in accordance with the Luxco 3 Share Pledge on a date to be determined by the Majority Consenting NMSN Holders which may include the following steps:</p> <ul style="list-style-type: none">(a) engagement by the Security Agent of an independent external valuer to deliver a valuation of the fair market value of the Luxco 3 Equity;(b) notice given by at least 50.1% of NMSN holders to terminate the currently extended grace periods for overdue interest payments under the NMSNs;(c) upon the occurrence of Events of Default (as defined in the NMSN Indenture) outstanding at the time and upon the basis of instructions given pursuant to the Consent Solicitation/Restructuring Memorandum, the NMSN Trustee will accelerate the NMSNs;(d) upon the basis of instructions given pursuant to the Consent Solicitation/Restructuring Memorandum, the NMSN Trustee shall deliver instructions to the Security Agent to enforce the Luxco 3 Share Pledge; and(e) the Security Agent shall transfer its right to appropriate the Luxco 3 Equity to Codere Group Topco. <p>All documents necessary or reasonably desirable to implement the Enforcement Transfer shall be subject to the sole approval of the Majority Consenting NMSN Holders, subject to the terms of the Lock-Up Agreement provided that such documentation shall be prepared following consultation with the Company and its advisors, who shall be given a reasonable period of time in which to review and comment on such documentation.</p>

Other provisions

Directors and Officers Insurance	<p>As soon as reasonably practicable following the date of the Lock-Up Agreement, directors and officers of the RumpCos will benefit from directors and officers insurance (to be maintained) which is:</p> <ul style="list-style-type: none">(a) consistent with or no less comprehensive than that maintained by the Group at the date of the Lock-Up Agreement, with a run-off period to be agreed;(b) is for the benefit of all directors and officers of the RumpCos;(c) covers all steps, actions or other decisions by any such director relating to the Restructuring (subject only to customary carve-outs and limitations); and(d) comes into force or is in force by no later than the Transaction Effective Date and has a policy term lasting for a period to be agreed. <p>or indemnity arrangements from members of the Group.</p>
Wind-Down Funding	<p>On the Transaction Effective Date, Codere Group Topco shall procure that (from the proceeds of the First Priority Notes) a cash amount equal to €425,000 (the “Wind-Down Funding”) is paid to the RumpCos for the purposes of facilitating an orderly [and solvent] liquidation of the RumpCos, subject to obligations to, following the winding-up of the RumpCos, return any portion of the Wind-Down Funding which is not ultimately required.</p> <p>The Parties agree to facilitate an orderly [and solvent] liquidation of the RumpCos and take all necessary or desirable steps to ensure that the Restructuring is implemented on a tax neutral basis for the existing Shareholders.</p>
Intercompany Rationalisation	<p>On or prior to the Transaction Effective Date, the Parties shall procure (a) the release in full and for no consideration or (b) the offset with the intragroup balances or (c) the extinguishment by effect of law (“<i>extinción por confusión</i>”), of all intercompany loans and other amounts owed by any of the RumpCos to any of the Target Group.</p>
Transitional Support	<p>For a period of 12 months from the Transaction Effective Date, the New Codere Group shall use all reasonable efforts to provide, within a reasonable timeframe, the RumpCos with such information and records as the RumpCos may reasonably request for the purposes of facilitating the RumpCos’ orderly [and solvent] liquidation, complying with their tax and regulatory obligations and participating in any litigation proceedings, provided that this obligation shall not require the New Codere Group to incur material out of pocket costs and expenses. Thereafter, New Codere Group shall consider in good faith any further reasonable requests for information and records for the same purpose and subject to the same limitations.</p>