Form of Accession Letter and Confidential Annexure

To: GLAS Specialist Services Limited

Email: codere@glas.agency

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

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

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

Dear Sir/Madam

**Lock-up Agreement dated [●] 2024 between, among others, Codere New Topco S.A.,** **Codere Finance 2 (****Luxembourg) S.A., the Original Consenting Noteholders and the Original Consenting Shareholders (the “Agreement”) and Spanish Restructuring Plan (as this term is defined in the Agreement)**

* + - 1. This is an Accession Letter for the purposes of the Agreement and terms defined in the Agreement, but not in this Accession Letter have the same meaning in this Accession Letter.
      2. We agree to be bound by the terms of the Agreement as a [Consenting Interim Noteholder [and] a Consenting SSN Holder [and] a Consenting NSSN Holder [and] a Consenting Bridge Noteholder [and] a Consenting Subordinated PIK Holder [and] a Consenting Shareholder].[[1]](#footnote-1)
      3. Details of our [[Locked-Up Notes Debt] [and] [Locked-Up Shares]][[2]](#footnote-2) are set out in the Confidential Annexure to this Accession Letter.
      4. [We enclose or will as soon as reasonably practicable following provision of this Accession Letter deliver to you a copy of our Proof of Holdings and represent that there has been or, when delivered, there will have been (as applicable) no change to the amount of Locked-Up Notes Debt indicated in that Proof of Holdings since the date of its issuance.][[3]](#footnote-3)
      5. Subject to Clauses 7 (*Limitations*) and 20 (*Reservation of Rights*) of the Agreement, we hereby acknowledge and consent to (as relevant) the matters set out in [sub-paragraphs [(i)] [(ii)] of paragraph [(d)] of Clause 3.5 (*Specific Undertakings by the Consenting Noteholders*)][[4]](#footnote-4)].
      6. Our notice details for the purposes of Clause 17 (*Notices*) of the Agreement are as follows:

Address: [●]

Attn: [●]

Email address: [●]

* + - 1. [Our Irrevocable Instruction and Authorisation Letter[s] in respect of our [SSN Debt] [and] [NSSN Debt][[5]](#footnote-5) is enclosed herewith.][[6]](#footnote-6)
      2. This Accession Letter is governed and construed in accordance with English law.

[*Acceding party’s full legal name*]

By:

………………………………………….

[By:

………………………………………….]

**CONFIDENTIAL ANNEXURE TO THE ACCESSION LETTER**

Details of our Locked-Up Notes Debt and/or Locked-Up Shares (as applicable) are as follows:

*[Note: if acceding in more than one capacity (e.g. as an Interim Noteholder, a NSSN Holder, a SSN Holder, a Subordinated PIK Holder and a Consenting Shareholder), you must list each series of Notes and your Shares in separate rows in the table below*]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Series of Notes or class of Shares** | **ISIN**  *[Note: For NSSNs, Interim Notes, Bridge Notes and SSNs only]* | **Principal amount of Notes or number of Shares** | **Euroclear / Clearstream account number**  *[Note: For NSSNs, Interim Notes, Bridge Notes and SSNs only]* | **Name of custodian, trustee, prime broker or similar**  *[Note: For NSSNs, Interim Notes, Bridge Notes and SSNs only]* |
| **Interim Notes** | | | | |
|  |  |  |  |  |
| **Bridge Notes** | | | | |
|  |  |  |  |  |
| **NSSNs** | | | | |
|  |  |  |  |  |
| **SSNs** | | | | |
|  |  |  |  |  |
| **Subordinated PIK Notes** | | | | |
|  | **n/a** |  | **n/a** | **n/a** |
| **Shares** | | | | |
|  | **n/a** |  | **n/a** | **n/a** |

1. Delete as appropriate with respect to Notes Debt and/or Shares held by the acceding party on the date of this Accession Letter. [↑](#footnote-ref-1)
2. Delete as appropriate with respect to Notes Debt and/or Shares held by the acceding party on the date of this Accession Letter. [↑](#footnote-ref-2)
3. Delete as appropriate if no Notes Debt is held by the acceding party on the date of this Accession Letter. [↑](#footnote-ref-3)
4. Delete if acceding party does not hold any NSSN Debt. [↑](#footnote-ref-4)
5. Delete as appropriate with respect to Notes Debt held by the acceding party on the date of this Accession Letter. [↑](#footnote-ref-5)
6. Delete as appropriate if no NSSNs or SSNs are held by the acceding party on the date of this Accession Letter. [↑](#footnote-ref-6)