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IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT



Claim No. 8609 of 2015

Before:

MR JUSTICE NEWNEY
17 DECEMBER 2015

IN THE MATTER OF CODERE FINANCE (UK) LIMITED

AND

IN THE MATTER OF THE COMPANIES ACT 2006



ORDER

UPON THE APPLICATION of Codere Finance (UK) Limited (the "Scheme Company")
by a Part 8 Claim Form dated 27 October 2015

AND UPON HEARING David Allison QC and Ryan Perkins for the Scheme Company

AND UPON HEARING Antony Zacaroli QC and Charlotte Cooke for the ad hoc committee
of creditors of the Scheme Company

AND UPON READING the Part 8 Claim Form and evidence

THIS COURT HEREBY SANCTIONS the Scheme of Arrangement as set forth in the
schedule hereto

AND IT IS ORDERED that the Company does deliver a copy of this order to the Registrar
of Companies

DATED this 17 December 2015

WEDNESDAY



SPE *S4MVMZIY* #44
23/12/2015
COMPANIES HOUSE

SCHEDULE





No:

8609

of 2015

**THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT**

IN THE MATTER OF CODERE FINANCE (UK) LIMITED

- AND -

IN THE MATTER OF THE COMPANIES ACT 2006

**SCHEME OF ARRANGEMENT
(under Part 26 of the Companies Act 2006)**

BETWEEN

CODERE FINANCE (UK) LIMITED

AND

**THE SCHEME CREDITORS
(as hereinafter defined)**

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1 DEFINITIONS AND INTERPRETATION

1.1 In this Scheme, the following terms shall, unless the context otherwise requires, have the following meanings

"Accession Period Expiry Date" means 7 October 2014,

"Account Holder" means the holder of an account at a Clearing System or Iberclear, as the context shall admit,

"Account Holder Letter" means the account holder letter substantially in the form set out in Section IV (*Account Holder Letter*) of the Scheme Document,

"Act" means the Companies Act 2006 of England and Wales (as amended),

"Adhoc Committee" means the adhoc committee of certain holders of the Existing Notes, set up for the purposes of facilitating the negotiation of the Restructuring with the Group,

"Adhoc Committee Financial Adviser" means Houlihan Lokey in its capacity as financial adviser to the Adhoc Committee,

"Advisers" means

- (a) the Advisers to the Adhoc Committee,
- (b) the Advisers to the Group,
- (c) Garrigues, legal adviser to the Key Executives,
- (d) Advisers to the Existing Notes Trustees,
- (e) Allen & Overy LLP, legal adviser to the Existing Security Trustee,
- (f) Lucid Issuer Services Limited, the Information Agent, and
- (g) any of the foregoing's partners, employees and affiliated partnerships and the partners and employees of such affiliated partnerships and their respective subsidiaries and holding companies and any local counsel engaged,

"Advisers to the Adhoc Committee" means

- (a) the Adhoc Committee Financial Adviser, and
- (b) Linklaters LLP, legal adviser to the Adhoc Committee,

or any adviser appointed in the place of one of the aforementioned parties,

"Advisers to the Existing Notes Trustees" means Proskauer Rose (UK) LLP in its capacity as legal adviser to the Existing Notes Trustees,

"Advisers to the Group" means

- (a) Clifford Chance LLP, legal adviser to the Group,
- (b) Wachtell Lipton Rosen & Katz, legal adviser to the Group, and
- (c) Violy & Company, financial adviser to the Group,

or any adviser appointed in the place of one of the aforementioned parties,

"Affiliate" means in respect of any person or entity

- (a) a subsidiary of that person or entity or a Holding Company of that person or entity or any other Subsidiary of such a Holding Company, and
- (b) any Affiliated Entities of any of the persons or entities referred to in subparagraph (a) above,

"Affiliated Entities" means (a) in relation to a fund (the **"first fund"**), (i) a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, (ii) if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an associate of the investment manager or investment adviser of the first fund or which is a co-investment vehicle under common control with the first fund, and (b) in relation to any other person, a fund which is managed or advised by such person or any of its associates,

"Aggregate Claim Value" means the aggregate principal and interest owed to all Scheme Creditors in respect of the Existing Notes as at the Record Time,

"Agreed Form Cleansing Announcement" means the Cleansing Announcement in a form agreed between the Advisers to the Group and the Advisers to the Adhoc Committee,

"Allowed Proceeding" means any action by a Scheme Creditor and/or a Backstop Provider (if applicable) to enforce its rights under this Scheme, a Restructuring Document or the Lock-Up Agreement where the Scheme Company, any Codere Affiliate, Masampe or any other Shareholder Party fails to perform its obligations under this Scheme, a Restructuring Document or the Lock-Up Agreement, or to effect the Restructuring,

"Amendment and Restatement Agreement" means the amendment and restatement agreement in respect of the Lock-Up Agreement dated 18 August 2015,

"Applicable Procedures" means, with respect to any transfer, release, waiver and/or cancellation of beneficial interest in any Global Note, the rules and procedures of the relevant Clearing System that apply to such transfer, release, waiver and/or cancellation,



"Attorney" has the meaning given to that term in Clause 12,

"Backstop Commitment" means, in respect of a Backstop Provider, its New Cash Notes Backstop Commitment and/or its New Senior Private Notes Backstop Commitment as the context shall admit,

"Backstop Provider" means a New Cash Notes Backstop Provider and/or a New Senior Private Notes Backstop Provider,

"Backstop Provider Final Entitlements" means

- (a) in respect of each New Cash Notes Backstop Provider, its New Cash Notes Backstop Provider Holdco Shares Entitlement and its New Cash Notes Backstop Provider Premium Entitlement, and
- (b) in respect of each New Senior Private Notes Backstop Provider, its New Senior Private Notes Backstop Provider Holdco Shares Entitlement and New Senior Private Notes Backstop Provider Premium Entitlement,

"Backstop Provider Undertaking" means an undertaking from a Backstop Provider (on a several basis) to be bound by the Scheme in the form provided at part 6 of the Account Holder Letter (*Funding Party, Backstop Provider and Nominee Undertaking/Authorisation*) and which has been received by the Information Agent as part of a Validly Completed Account Holder Letter in accordance with Clause 5 (*Election to participate in the Note Purchase and Subscription*) or Clause 10 (*Holding Period Trust in relation to Final Entitlements*),

"Bank" shall have the meaning given to that term in the Escrow Deed,

"BBVA" means Banco Bilbao Vizcaya Argentaria, S A, as custodian for Clearstream,

"BEKA" means BEKA Finance, Sociedad de Valores S A ,

"BNP" means BNP Paribas Securities Services S A, as custodian for Euroclear,

"Board of Directors" means the board of directors of the Scheme Company,

"Book Entry Interest" means, in relation to the Existing Notes, a beneficial interest as principal in a Global Note held through and shown on, and transferred only through, records maintained in book entry form by the Common Depositary or the Custodian,

"Business Day" means a day on which banks are open for business in all of London, the United States of America, Spain and Luxembourg (excluding, for the avoidance of doubt, Saturdays, Sundays and public holidays in such jurisdictions),

"Capitalised Existing Notes" means the Existing Notes remaining after the Exchange Existing Notes have been transferred to Codere Finance in accordance with Clause 7.5.3,

"Capitalised Funding Loan Entitlement" means, in respect of a Transferee Lender, its Key Executives Capitalised Funding Loan Entitlement, New Cash Notes Backstop Provider Capitalised Funding Loan Entitlement, New Cash Notes Purchaser

Capitalised Funding Loan Entitlement, New Second Lien Capitalised Funding Loan Entitlement, New Third Lien Capitalised Funding Loan Entitlement New Senior Private Notes Backstop Provider Capitalised Funding Loan Entitlement or the Global Coordinator Capitalised Funding Loan Entitlement (as applicable),

"Capitalised Funding Loans Transfer Agreement" means the transfer agreement pursuant to which Codere Finance will transfer the Holdco Capitalised Funding Loans to the Transferee Lenders (in consideration for the previous transfer of the Capitalised Existing Notes by the Scheme Creditors to Codere Finance in accordance with Clause 7.5.4), in substantially the form attached at Section V, Part D of the Scheme Document, subject to any modifications required or approved by the Court or otherwise made in accordance with this Scheme,

"Cash Collateral Account" means the account designated in the Cash Collateral Agreement as the account in to which the cash collateral in respect of the Existing LCs shall be paid,

"Cash Collateral Agreement" means the agreement between New Codere Finance and the Issuing Bank in a form agreed between the parties thereto, pursuant to which New Codere Finance shall undertake to

- (a) reimburse the Issuing Bank in respect of any claims made by the beneficiaries under the Existing LCs,
- (b) indemnify the Issuing Bank against any losses incurred in connection with acting as issuing bank in connection with the Existing LCs, and
- (c) provide cash collateral in an amount equal to the Issuing Bank's maximum exposure under the Existing LCs (in support of the undertaking and indemnity given above),

"Cash Collateral Fee Letter" means a letter setting out the fees payable to the Issuing Bank as issuer of the Existing LCs, in a form agreed between the Issuing Bank and a member of the Group,

"Cash Collateral Security Agreement" means an agreement in a form agreed between the parties thereto, pursuant to which New Codere Finance will assign to and/or grant fixed security in favour of the Issuing Bank over all of its rights in and to the Cash Collateral Account and any amounts standing to the credit thereof,

"Chapter 15 Order" means the order of the U S Bankruptcy Court recognising this Scheme as a "foreign main proceeding" under Chapter 15 of the U S Bankruptcy Code, enforcing this Scheme in the United States and granting additional relief,

"Chapter 15 Representative" means a representative appointed by the Scheme Company to act as the foreign representative of the Scheme for the purpose of seeking the Chapter 15 Order,

"Claim Value" means, in respect of a Scheme Creditor, the aggregate principal and interest owed to it in respect of the Existing Notes as at the Record Time,

"Cleansing Announcement" means such announcement and disclosure as is necessary to ensure that all price sensitive information has been disclosed to the public markets (in English and in Spanish and published on the CNMV and Holdco's website) such that those Scheme Creditors and Backstop Providers that have participated in the preparation and negotiation of the Restructuring Documents are not restricted from trading any securities in respect of any member of the Group, in a form agreed between the Advisers to the Group and the Advisers to the Adhoc Committee,

"Clearing Systems" means all or any of Euroclear, Clearstream and DTC each of their respective nominees and successors, acting through itself or its respective common depositary and any other system designed for similar or analogous purposes, as appropriate,

"Clearstream" means Clearstream Banking, *société anonyme*,

"Clearstream Transferee Lender" means a Transferee Lender who did not hold its Existing Notes through DTC as at the Record Time

- (a) in respect of which a Validly Completed Account Holder Letter was received by the Information Agent on or prior to the Participation Deadline,
- (b) who has otherwise satisfied the applicable requirements described in Clauses 4 and/or 5, and
- (c) who has nominated a Clearstream account for the purpose of receiving its Holdco Shares Entitlement and Key Executives Shares Cash Entitlement,

"Closing Funds Flow" means the document to be prepared by the Scheme Company in consultation with the Global Coordinator and provided by the Scheme Company to the Escrow Agent setting out the Fee Amounts and, other than where the Escrow Agent is in possession of this information pursuant to an Account Holder Letter received from a Scheme Creditor or Backstop Provider, details of the accounts into which such amounts shall be paid by the Escrow Agent,

"Closing Funds Flow Escrow Payment Notice" has the meaning given to that term in the Escrow Deed,

"CNMV" means the *Comisión Nacional del Mercado de Valores*,

"Codere Affiliate" means

- (a) Holdco,
- (b) any Affiliate of Holdco immediately prior to the Implementation Date, and
- (c) without limiting paragraph (b) above, the Scheme Company, Codere Finance and New Codere Finance,

"Codere Dos" means Codere Internacional Dos S A U ,

"Codere Finance" means Codere Finance (Luxembourg) S A , a Luxembourg *société anonyme*, having its registered office at 6C, rue Gabriel Lippmann, L-5365, Munsbach and registered with the Luxembourg Register of Commerce and Companies under number B-108371,

"Codere Finance Account Holder" means Citibank N A. (in its capacity as custodian for Codere Finance at a relevant Clearing System),

"Codere Finance Undertaking" means the undertaking from Codere Finance to be bound by the Scheme entered into on or before the date of the Scheme Sanction Hearing,

"Commitment" means a New Cash Notes Commitment and/or a New Senior Private Notes Commitment, as the context shall admit,

"Common Depositary" means Deutsche Bank AG, London Branch as common depositary for Euroclear and Clearstream,

"Company Parties" has the meaning given to that term in the Lock-Up Agreement,

"Continuing Funding Loans" means, together, the Holdco Continuing Funding Loan and the Dos Continuing Funding Loan,

"Continuing Funding Loans Transfer Agreement" means the agreement to be entered into between Codere Finance, Holdco, Codere Dos and New Codere Finance, pursuant to which Codere Finance shall novate to New Codere Finance the Continuing Funding Loans,

"Court" means the High Court of Justice in England and Wales,

"Court Order" means the order of the Court sanctioning the Scheme under section 899 of the Act,

"Custodian" means Deutsche Bank Trust Company Americas as custodian for DTC,

"Directors and Former Directors" means any person who is or was at any time a director, manager, general partner, officer (or equivalent) of a Codere Affiliate or Masampe, in their capacity as such,

"Disqualified Person" means a person who is a citizen of, or domiciled or resident in, or subject to the laws of, any jurisdiction where the offer to issue to or subscription by, such person of any Final Entitlements is prohibited by law or would, or would be likely to, result in Holdco or any of its subsidiaries being required to comply with any filing, registration, disclosure or other onerous (as may be decided by the board of Holdco or any such subsidiary at their sole discretion) requirement in such jurisdiction and with respect to offers and sales of Final Entitlements in the United States, a Disqualified Person is any Person who is not a QIB,

"Dos Continuing Funding Loan" means the existing funding loan made by Codere Finance to Codere Dos in connection with the on-lending of the proceeds of the Existing USD Notes,

"DTC" means the Depository Trust Company,

"DTC Transferee Lender" means a Transferee Lender who held its Existing Notes through DTC as at the Record Time and

- (a) in respect of which a Validly Completed Account Holder Letter was received by the Information Agent on or prior to the Participation Deadline, and
- (b) who have otherwise satisfied the applicable requirements described in Clauses 4 and/or 5,

"DTC Transferee Lender Agent" means Lucid Issuer Services Limited,

"Early Consent Fee" means the consent fee payable to Scheme Creditors in accordance with the Lock-Up Agreement,

"English Law Deed of Release" means an English law governed deed of release in substantially the form attached at Section V, Part M of the Scheme Document, subject to any modifications required or approved by the Court or otherwise made in accordance with this Scheme,

"Escrow Accounts" means the EUR Escrow Account and the USD Escrow Account,

"Escrow Agent" means Lucid Issuer Services Limited in its capacity as the "Escrow Agent" under the Escrow Deed,

"Escrow Deed" means an escrow deed in substantially the form attached at Section V, Part F of the Scheme Document, subject to any modifications required or approved by the Court or otherwise made in accordance with this Scheme,

"EUR Escrow Account" has the meaning given to that term in the Escrow Deed,

"Euro Fee Amount" means a Fee Amount denominated in Euro in the Closing Funds Flow delivered to the Escrow Agent in accordance with Clause 6.21.5 of the Scheme,

"Euro Fee Amount Recipient" a Fee Amount Recipient whose Fee Amount is denominated in Euros,

"Euroclear" means Euroclear Bank, S A /N V ,

"Euroclear Transferee Lender" means a Transferee Lender who did not hold its Existing Notes through DTC as at the Record Time

- (a) in respect of which a Validly Completed Account Holder Letter was received by the Information Agent on or prior to the Participation Deadline,
- (b) who have otherwise satisfied the applicable requirements described in Clauses 4 and/or 5, and
- (c) who has nominated a Euroclear account for the purpose of receiving their Holdco Shares Entitlement and Key Executives Shares Cash Entitlement,

"Exchange Existing Notes" means Existing Notes comprising

- (a) all Existing USD Notes, and
- (b) Existing EUR Notes with a principal face amount which, when added together with
 - (i) all other amounts outstanding under such Existing EUR Notes, and
 - (ii) the principal and all other amounts outstanding under the Existing USD Notes,

equals EUR475 million,

"Exchange Notes" means the New Second Lien Exchange Notes and the New Third Lien Notes,

"Excluded Person" has the meaning given to that term in Clause 15 21,

"Existing EUR Indenture" means the indenture dated 24 June 2005 entered into between (amongst others) the Scheme Company and Codere Finance as co-issuers, the Scheme Company as co-issuer and GLAS (as successor trustee to Deutsche Bank Trust Company Americas) as the trustee (as amended, modified or supplemented from time to time);

"Existing EUR Notes" means the EUR760,000,000 8 250% senior notes due 15 June 2015, issued by Codere Finance pursuant to the Existing EUR Indenture and in respect of which the Scheme Company is a co-issuer,

"Existing EUR Notes Offering Memoranda" means (i) the offering memorandum dated 27 June 2005, (ii) the offering memorandum dated 7 April 2006, (iii) the offering memorandum dated 31 October 2006, and (iv) the offering memorandum dated 22 July 2010, in each case, in relation to the Existing EUR Notes,

"Existing EUR Notes Trustee" means GLAS (in succession to Deutsche Bank Trust Company Americas) in its capacity as "Trustee" under the Existing EUR Indenture,

"Existing Indentures" means, together, the Existing EUR Indenture and the Existing USD Indenture,

"Existing Intercreditor Agreement" means the agreement originally dated 24 June 2005, as amended and/or restated from time to time, most recently on 18 February 2015, entered into between, amongst others, Codere Finance and Holdco,

"Existing LC Currency Conversion and Payment Notice" shall have the meaning given to that term in the Escrow Deed,

"Existing LCs" means the letters of credit issued on 5 July 2013 by the Issuing Bank to Barclays Bank PLC with reference numbers LS2013/10, LS2013/11, and LS2013/12 and to Houston Casualty Company Europe Seguros Y Reaseguros, S A U with reference number LS2013/14,

"Existing Notes" means the Existing EUR Notes and the Existing USD Notes,

"Existing Notes Finance Documents" means the Existing EUR Indenture, the Existing EUR Notes, the Existing EUR Notes Offering Memoranda, the Existing USD Indenture, the Existing USD Notes, the Existing USD Notes Offering Memorandum and the "Notes Finance Documents" as defined in the Existing Intercreditor Agreement,

"Existing Notes Guarantor" means each of Alta Cordillera, S A , Bingos Codere, S A , Bingos del Oeste, S A , Bingos Platenses, S A , Bintegral S p A , Codere América, S A U , Codere Apuestas, S A U . Codere Apuestas Navarra S A U , Codere Apuestas Valencia, S A U , Codere Argentina, S A , Codere Colombia, S A , Codere Internacional Dos, S A U , Codere Italia S p A , Codere México, S A de C V , Codere Network S p A , Codere Uruguay, S A , Colonder S A U , Gestioni Marconi S r l , Giomax S r l , Hípica de Panamá S A , Iberargen, S A , Interbas, S A , Interjuegos, S A , Intermar Bingos, S A , Intersare, S A , Itapoán S A , Misuri, S A U , Operbingo Italia S p A , Operibérica, S A U , Palace Bingo S r L , Parisienne, S r l , Promociones Recreativas Mexicanas S A de C V , Promojuegos de Mexico, S A de C V , Vegas S r L , and Holdco,

"Existing Notes Guarantor Undertaking" means an undertaking from an Existing Notes Guarantor to be bound by the Scheme entered into on or before the date of the Scheme Sanction Hearing,

"Existing Notes Trustees" means the Existing EUR Notes Trustee and the Existing USD Notes Trustee,

"Existing Notes Trustees Instruction Acknowledgement Letter" means an acknowledgment by the Existing Notes Trustees that, upon receipt of an officer's certificate of the Scheme Company issued pursuant to the Existing Indentures and further to the Scheme, it will take the actions requested to be taken by it therein,

"Existing Notes Trustees Officer's Certificate" means the certificate of an officer of the Scheme Company in substantially the form appended as "Exhibit A" to the Existing Notes Trustees Instruction Acknowledgement Letter,

"Existing Security Trustee" means Deutsche Trustee Company Limited as "Security Trustee" under the Existing Indentures and the Existing Intercreditor Agreement,

"Existing Security Trustee Instruction Acknowledgement Letter" means an acknowledgment by the Existing Security Trustee that, upon receipt of (i) the Existing SFA Undertaking and (ii) an officer's certificate of the Scheme Company issued pursuant to the Existing Indentures and further to the Scheme, it will take the actions requested to be taken by it therein,

"Existing Security Trustee Officer's Certificate" means the certificate of an officer of the Scheme Company in substantially the form appended as "Exhibit A" to the Existing Security Trustee Instruction Acknowledgment Letter;

"Existing SFA" means the senior facilities agreement originally dated 19 October 2007 (as amended and/or restated from time to time) between, amongst others, Holdco and the Existing SFA Lenders,

"Existing SFA Agency Account" has the meaning given to that term in the Escrow Deed,

"Existing SFA Agent" means Silver Point Finance LLC in its capacity as agent under the Existing SFA,

"Existing SFA Amount" shall have the meaning given to that term in the Escrow Deed,

"Existing SFA Lenders" means, the "Lenders" under, and as defined in, the Existing SFA,

"Existing SFA Undertaking" means a deed of undertaking, consent and instruction to be entered into by the Existing SFA Lenders, the Issuing Bank, the Existing SFA Agent, the Existing Security Trustee, Holdco and the Scheme Company pursuant to which the Existing SFA Lenders, Issuing Bank, Existing SFA Agent and Existing Security Trustee undertake to give certain consents and take certain actions in respect of the implementation of the Scheme and the Restructuring,

"Existing Shareholder Approvals" means resolutions of the Existing Shareholders approving, subject to the conditions stated therein, the entry into and/or effecting the following transactions

- (a) the Holdco Capitalisation,
- (b) the Hive Down,
- (c) the Luxco Reorganisation, and
- (d) the approval of the new by-laws and the shareholders' meetings regulations of Holdco, in the form appended to the Shareholders' Agreement,

"Existing Shareholders" means the shareholders of Holdco prior to the Restructuring,

"Existing Transaction Security" means the security of the Scheme Creditors and/or the Existing SFA Lenders held through the Existing Security Trustee in connection with the Existing Indentures and/or the Existing SFA immediately prior to the Implementation Date,

"Existing USD Indenture" means the indenture dated 8 February 2012 entered into between (amongst others) the Scheme Company and Codere Finance as co-issuers, and GLAS (as successor trustee to Deutsche Bank Trust Company Americas) as the trustee (as amended, modified or supplemented from time to time),

"Existing USD Notes" means the USD300,000,000 9 250% senior notes due 2019, issued by Codere Finance pursuant to the Existing USD Indenture and in respect of which the Scheme Company is a co-issuer,

"Existing USD Notes Offering Memorandum" means the offering memorandum dated 8 February 2012 in relation to the Existing USD Notes;

"Existing USD Notes Trustee" means GLAS (in succession to Deutsche Bank Trust Company Americas) in its capacity as "Trustee" under the Existing USD Indenture,

"Explanatory Statement" means the explanatory statement in respect of this Scheme required to be provided to the Scheme Creditors pursuant to section 897 of the Act,

"Failed Funding Party" means a Funding Party whose full Purchase and Subscription Amount has not been deposited in clear funds into the USD Escrow Account on or prior to the First Funding Date in accordance with Clause 6.7 or, as the case may be, on or prior to the Second Funding Date in accordance with Clause 6.14.6,

"Fee Amount Currency Conversion Notice" has the meaning given to that term in the Escrow Deed,

"Fee Amounts" means

- (a) the Early Consent Fee payable to each applicable Scheme Creditor,
- (b) the outstanding agreed fees, costs and expenses payable to each of the Advisers to the Group, the Advisers to the Adhoc Committee and the Adviser to the Existing Notes Trustees,
- (c) the outstanding agreed fees, costs and expenses payable to the Existing Notes Trustees,
- (d) the outstanding agreed fees, costs and expenses payable to the Existing Security Trustee,
- (e) the New Cash Notes Backstop Provider Premium payable to the New Cash Notes Backstop Providers (or, where applicable, their Nominated Participant(s) and/or Nominated Recipient(s)), and
- (f) the New Senior Private Notes Backstop Provider Premium payable to the New Senior Private Notes Backstop Providers (or, where applicable, their Nominated Participant(s) and/or their Nominated Recipient(s)),

in each case to be paid on or before the Scheme Completion Time and **"Fee Amount"** shall mean any of the above, as set out in the Closing Funds Flow,

"Fee Amount Recipient" means a recipient of a Fee Amount as specified in the Closing Funds Flow,

"Final Entitlements" means

- (a) in respect of each Scheme Creditor, its Scheme Creditor Final Entitlements,
- (b) in respect of each Backstop Provider, its Backstop Provider Final Entitlements, and

(c) in respect of each Funding Party, its Funding Party Final Entitlements,

"First Entitlement and Commitment Notice" and **"First Entitlement and Commitment Notices"** have the meaning given to such terms in Clause 6.5 (*Calculation and notification of entitlements and deposit of Required Escrow Funding Amounts*),

"First Funding Confirmation Notice" has the meaning given to such term in Clause 6.8 (*Calculation and notification of entitlements and deposit of Required Escrow Funding Amounts*),

"First Funding Date" has the meaning given to that term in Clause 6.7.1,

"First Funding Notice" means a notice given by the Information Agent to a Funding Party in accordance with Clause 6.7,

"First Round Backstop Provider" means a Backstop Provider

- (a) who has complied with Clause 5.11 and, where applicable, Clauses 5.13 and 5.14,
- (b) who has Unsatisfied Backstop Commitments, and
- (c) who (or whose Nominated Participant) is not a Disqualified Person,

"Funding Condition" has the meaning given to such term in the definition of Scheme Completion Conditions,

"Funding CP Satisfaction Notice" means a notice from the Scheme Company to the Information Agent confirming that

- (a) each of the Scheme Completion Conditions has been satisfied or, where permitted in accordance with Clause 7.2, waived other than
 - (i) execution of the Non-notarised Restructuring Documents by the Backstop Providers and/or the Funding Parties in accordance with Clause 6.21, and
 - (ii) the Funding Condition,
- (b) the Scheme Completion Longstop Date has not occurred, and
- (c) the Scheme has not been terminated,

"Funding Party" means a New Cash Notes Purchaser and/or a New Senior Private Notes Subscriber as the context shall admit,

"Funding Party Final Entitlements" means

- (a) in respect of each New Cash Notes Purchaser, its New Cash Notes Purchaser Holdco Shares Entitlement, and

(b) in respect of each New Senior Private Notes Subscriber, its New Senior Private Notes Entitlement,

"Funding Party Undertaking" means an undertaking from a Funding Party (on a several basis) to be bound by the Scheme in the form provided at part 6 of the Account Holder Letter (*Funding Party, Backstop Provider and Nominee Undertaking/Authorisation*) and delivered to the Information Agent as part of a Validly Completed Account Holder Letter in accordance with Clause 5 (*Election to participate in the Note Purchase and Subscription*) on or prior to the Participation Deadline,

"GLAS" means GLAS Trust Corporation Limited,

"Global Coordinator" means the "Global Co-ordinator", as appointed pursuant to and defined in the Lock-Up Agreement,

"Global Coordinator Entitlement" means the entitlement of the Global Coordinator to 2% of the post-Restructuring ordinary share capital of Holdco as detailed in the Lock-Up Agreement,

"Global Coordinator Capitalised Funding Loan" has the meaning given to such term in Clause 7.5.6(a)(vii),

"Global Coordinator Funding Loan Entitlement" means the Global Coordinator's entitlement (solely in such capacity) to the Global Coordinator Capitalised Funding Loan,

"Global Coordinator's Iberclear Account Holder" means an entity with an account at Iberclear which has been appointed by the Global Coordinator for the purpose of holding the Global Coordinator Entitlement on behalf of the Global Coordinator,

"Global Note Legend" means the legend set forth in Exhibit A of each of the Existing Indentures, which is required to be placed on all Global Notes issued under the Existing Indentures,

"Global Notes" means individually and collectively, each of the global notes deposited with or on behalf of and registered in the name of the Common Depositary or its nominee substantially in the form of Exhibit A of each of the Existing Indentures (as applicable) and that bears the Global Note Legend, issued in accordance with section 2.01 of each of the Existing Indentures (as applicable),

"Grantor" has the meaning given to that term in Clause 12.1,

"Group" means Holdco and all of its direct and indirect Subsidiaries,

"Hive Down" means the "Article 72 hive down" of the assets and liabilities of Holdco to Spanish Newco in accordance with article 72 of the Spanish Mercantile Companies Structural Reorganisation Law 3/2009 of 3rd of April,

"Hive Down Public Deed" means the hive down public deed (*escritura de segregación y constitución de una nueva sociedad*) granted by Holdco, whereby

Holdco will contribute its assets and liabilities to Spanish Newco, implementing the Hive Down,

"Holdco" means Codere, S A , a company duly incorporated under the laws of Spain, whose registered office is at Avenida de Bruselas 26, Alcobendas, Madrid, Spain and registered with the Companies Register of Madrid (*Registro Mercantil de Madrid*),

"Holdco Capitalisation" means the issue by Holdco of the Holdco Capitalisation Shares to the Transferee Lenders in consideration for the cancellation and discharge of the Holdco Capitalised Funding Loan in accordance with the terms of this Scheme and the Restructuring Documents,

"Holdco Capitalisation Deed" means the capital increase public deed (*escritura pública de aumento de capital*) pursuant to which Holdco will issue the Holdco Capitalisation Shares in connection with the Holdco Capitalisation,

"Holdco Capitalisation Demand" means the demand made by each Transferee Lender to be repaid that part of the Holdco Capitalised Funding Loan as is owed to it following the Capitalised Funding Loans Transfer Agreement being released from escrow and becoming effective,

"Holdco Capitalisation Shares" means 2,474,678,091 ordinary shares representing 97.82% of the Holdco Shares,

"Holdco Capitalised Funding Loans" means the total amount outstanding under the Holdco Funding Loans less the Holdco Continuing Funding Loans,

"Holdco-Codere Finance Loan Agreement" means a loan agreement pursuant to which Holdco shall lend to Codere Finance an amount equal to the total Fee Amounts,

"Holdco Continuing Funding Loan" means an amount of the Holdco Funding Loans equal to the USD Equivalent of EUR475,000,000, less the amount outstanding under the Dos Continuing Funding Loan,

"Holdco Funding Loans" means the existing funding loan made by Codere Finance to Holdco in connection with the on-lending of proceeds of respect of the Existing EUR Notes dated 24 June 2005, 19 April 2006, 7 November 2006 and 29 July 2010,

"Holdco Shares" means

- (a) the ordinary shares in Holdco as at the date hereof (i.e., 55,036,470), and
- (b) the Holdco Capitalisation Shares,

"Holdco Shares Entitlement" means:

- (a) in respect of a Scheme Creditor, its Scheme Creditors' Holdco Share Entitlements,
- (b) in respect of a New Cash Notes Purchaser, its New Cash Notes Purchaser Holdco Shares Entitlement,

- (c) in respect of a New Cash Notes Backstop Provider, its New Cash Notes Backstop Provider Holdco Shares Entitlement, and
- (d) in respect of a New Senior Private Notes Backstop Provider, its New Senior Private Notes Backstop Provider Holdco Shares Entitlement,

"Holdco Shares Settlement Agent" means BEKA in its capacity as settlement agent appointed by Holdco, or such other party as Holdco shall appoint in its place,

"Holdco Undertaking" means an undertaking from Holdco to be bound by the Scheme entered into on or before the date of the Scheme Sanction Hearing,

"Holding Company" means, in relation to a person or entity, any other person or entity in respect of which it is a Subsidiary,

"Holding Period" means the period of 365 days commencing on the date on which the Scheme Completion Time occurs,

"Holding Period Expiry Date" means the last date of the Holding Period,

"Holding Period Trustee" means Lucid Issuer Services Limited or any additional or replacement trustee at any time appointed over the Trust Securities for the purposes of this Scheme,

"Holding Period Trustee Account Holder" means an Account Holder appointed by the Holding Period Trustee for the purpose of holding the Final Entitlements to be transferred to it in the relevant Clearing System,

"Iberclear" means *Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S A Unipersonal*,

"Implementation Date" means the Business Day following the day on which the Scheme Company gives notice in accordance with Clause 7.3,

"Information Agent" means Lucid Issuer Services Limited, a company incorporated in England and Wales, with registered number 05098454, whose registered office is at Leroy House, 436 Essex Road, London N1 3QP, United Kingdom,

"Information Agent Website" means the website set up for Scheme Creditors by the Information Agent at www.lucid-is.com/codere,

"Initial Amendment Effective Date" means 18 August 2015, being the date on which the Amendment and Restatement Agreement became effective,

"Issuing Bank " means Credit Suisse International, in its capacity as Issuing Bank under the Existing SFA,

"Key Executive Escrow Payment Notice" shall have the meaning given to that term in the Escrow Deed,

"Key Executive Holdco Shares" means ordinary shares representing 19.1875% of the Holdco Shares,

"Key Executive Purchaser Undertaking" means an undertaking from a Key Executive Purchaser to be bound by the Scheme entered into on or before the date of the Scheme Sanction Hearing,

"Key Executive Purchasers" shall have the meaning given to that term in the Key Executive Share Purchase Agreement,

"Key Executive Share Purchase Agreement" means the agreement pursuant to which each Scheme Creditor or their Nominated Recipients (or the Holding Period Trustee on their behalf) will sell to the Key Executive Purchasers, and the Key Executive Purchasers will acquire, the Key Executive Holdco Shares, in substantially the form attached at Section V, Part J of the Scheme Document subject to any modifications required or approved by the Court or otherwise made in accordance with this Scheme,

"Key Executive Shares Cash Entitlement" means, in respect of a Scheme Creditor, its entitlement to a Pro Rata Proportion of the Key Executive Shares Consideration,

"Key Executive Shares Consideration" means the EUR500,000 to be paid by or on behalf of the Key Executive Purchasers to Scheme Creditors (or, where applicable, their validly appointed Nominated Recipient(s)) in purchase of the Key Executive Holdco Shares in accordance with the Key Executive Share Purchase Agreement,

"Key Executives" means José Antonio Martínez Sampedro and Luis Javier Martínez Sampedro and **"Key Executive"** shall mean either one of them,

"Key Executives Services Agreements" means

- (a) the service agreement between Holdco and José Antonio Martínez Sampedro, and
- (b) the service agreement between Holdco and Luis Javier Martínez Sampedro,

in each case in the form agreed between the parties thereto,

"Key Executives Capitalised Funding Loan" shall have the meaning given to that term in Clause 7.5.6(a)(iv),

"Key Executives Capitalised Funding Loan Entitlement" means the entitlement of each Scheme Creditor (solely in such capacity) to its Pro Rata Proportion of the Key Executives Capitalised Funding Loan,

"Key Executives Undertaking" means an undertaking from the Key Executives to be bound by the Scheme entered into on or before the date of the Scheme Sanction Hearing,

"KYC Documentation" means the know-your-customer documentation required by the Escrow Agent, comprising such documentation as is described under the heading "Know your customer checks" in the "Important Information" section of the Account Holder Letter and such other documents as the Escrow Agent may request,

"Liability" or "Liabilities" means any debt, liability or obligation whatsoever, whether it is present, future, prospective or contingent, whether or not its amount is fixed or undetermined, whether or not it involves the payment of money or the performance of any act or obligation and whether it arises at common law, in equity or by statute, in England and Wales or in any other jurisdiction, or in any manner whatsoever, including, but not limited to, "Liabilities" (as defined in the Existing Intercreditor Agreement),

"Lock-Up Agreement" means the lock-up agreement dated 23 September 2014 made between, among others, the Scheme Company, Codere Finance, Holdco, Masampe, the Key Executives, the Backstop Parties (as defined therein) and the Consenting Parties (as defined therein) as amended, supplemented and/or replaced from time to time, including by the Amendment and Restatement Agreement,

"Luxco 1" means the new wholly owned subsidiary of Holdco, to be incorporated under the laws of Luxembourg in accordance with the Restructuring Steps,

"Luxco 1 Notarial Deed" means the notarial deed pursuant to which Luxco 1 shall be incorporated (which shall include the articles of incorporation of Luxco 1),

"Luxco 2" means the new wholly owned subsidiary of Luxco 1, to be incorporated under the laws of Luxembourg in accordance with the Restructuring Steps,

"Luxco 2 Notarial Deed" means the notarial deed pursuant to which Luxco 2 shall be incorporated (which shall include the articles of incorporation of Luxco 2),

"Luxco Reorganisation" means, following the Hive Down, the incorporation of Luxco 2 as a subsidiary of Holdco by way of a contribution of the shares of Spanish Newco to Luxco 2 and, thereafter, the incorporation of Luxco 1 as a subsidiary of Holdco by way of a contribution of the shares of Luxco 2 to Luxco 1,

"Luxembourg Tax Authority" means the *Administration des Contributions Directes – Bureau d'Imposition Sociétés 6*,

"Luxembourg Tax Clearance" means a tax clearance from the Luxembourg Tax Authority approving the terms of either of the following letters addressed to the Luxembourg Tax Authority in respect of the Restructuring (i) the tax analysis letter dated 8 October 2014, as amended by the information letter dated 8 April 2015, or (ii) the tax analysis letter dated 21 October 2015,

"Majority Scheme Creditors" means in excess of 50% by value of the Scheme Creditors,

"Masampe" means Masampe Holding B V ,

"Masampe Undertaking" means an undertaking from Masampe to be bound by the Scheme entered into on or before the date of the Scheme Sanction Hearing,

"Monitoring Deed" means the agreement to be entered into between, amongst others, Holdco and the Scheme Creditors, in substantially the form attached in Section V, Part I of the Scheme Document subject to any modification required or approved by the Court or otherwise made in accordance with the Scheme,

"New Cash Notes" means the New Second Lien Notes with a principal face amount of the USD Equivalent of EUR200 million, to be issued by New Codere Finance to Codere Finance in consideration for cash,

"New Cash Notes Backstop Commitment" means, in relation to a New Cash Notes Backstop Provider

- (a) the amount of the New Cash Notes that it has committed to backstop as at the Initial Amendment Effective Date as set out in Part II of the confidential annexure to its Recalculated Backstop Commitment Notification Letter,
- (b) plus any commitment to backstop the New Cash Notes purchased by it from a party to the Lock-Up Agreement at any time after the Initial Amendment Effective Date but before the Record Time, but
- (c) less any commitment to backstop the New Cash Notes sold by it to a party to the Lock-Up Agreement at any time after the Initial Amendment Effective Date but before the Record Time,

provided that such New Cash Notes Backstop Provider's backstop commitment shall be adjusted to take into account the conversion of the principal amount of the New Cash Notes and/or the New Cash Notes Backstop Commitment from EUR to USD,

"New Cash Notes Backstop Provider" means a person who, as at the Record Time, has irrevocably agreed to backstop the purchase of the New Cash Notes pursuant to the Lock-Up Agreement,

"New Cash Notes Backstop Provider Capitalised Funding Loan" shall have the meaning given to that term in Clause 7.5.6(a)(v),

"New Cash Notes Backstop Provider Capitalised Funding Loan Entitlement" means, in respect of a New Cash Notes Backstop Provider (solely in such capacity), a percentage of the New Cash Notes Backstop Provider Capitalised Funding Loan equal to its New Cash Notes Backstop Commitment as a percentage of all New Cash Notes Backstop Commitments,

"New Cash Notes Backstop Provider Holdco Shares Entitlement" means the entitlement of a New Cash Notes Backstop Provider (solely in such capacity) to Holdco Capitalisation Shares, as calculated pursuant to Appendix 3, paragraph (I) of this Scheme,

"New Cash Notes Backstop Provider Premium" means an amount equal to 5% of the principal face amount of the New Cash Notes,

"New Cash Notes Backstop Provider Premium Entitlement" means, in respect of a New Cash Notes Backstop Provider, the proportion of the New Cash Notes Backstop Provider Premium which is equal to its New Cash Notes Backstop Commitment as a proportion of all New Cash Notes Backstop Commitments,

"New Cash Notes Commitment" means the amount of New Cash Notes that a New Cash Notes Purchaser has validly committed to purchase in accordance with Clause 5,

"New Cash Notes Escrow Amount" has the meaning given to that term at Clause 7.5.2(b),

"New Cash Notes Escrow Payment Notice" shall have the meaning given to that term in the Escrow Deed,

"New Cash Notes First Round Funding Shortfall Amount" means the USD Equivalent of EUR200 million less

- (a) the aggregate Pro Rata Proportion of the New Cash Notes of all New Cash Notes Purchasers (save those New Cash Notes Purchasers in respect of whom Clause 5.19.1 applies), and
- (b) the aggregate New Cash Notes Backstop Commitments of all New Cash Notes Purchasers in respect of whom Clause 5.19.1 applies,

"New Cash Notes Purchase Agreement" means the agreement to be entered into between Codere Finance and the New Cash Notes Purchasers, pursuant to which Codere Finance shall sell, and the New Cash Notes Purchasers shall buy, the New Cash Notes, in substantially the form attached at Section V, Part C of the Scheme Document subject to any modifications required or approved by the Court or otherwise made in accordance with this Scheme,

"New Cash Notes Purchase Amount" means the amount required to be paid by a New Cash Notes Purchaser in order to purchase its New Cash Notes Commitment,

"New Cash Notes Purchaser" means each Scheme Creditor or New Cash Notes Backstop Provider or Nominated Participant of either of the foregoing who has committed to purchase New Cash Notes and otherwise satisfied the requirements described in Clause 5 (provided that such person has not become a Failed Funding Party),

"New Cash Notes Purchaser Capitalised Funding Loan" shall have the meaning given to that term in Clause 7.5.6(a)(i),

"New Cash Notes Purchaser Capitalised Funding Loan Entitlement" means, in respect of a New Cash Notes Purchaser (solely in such capacity), a percentage of the New Cash Note Purchaser Capitalised Funding Loan which is equal to the amount of New Cash Notes purchased by it as a percentage of the USD Equivalent of EUR200 million,

"New Cash Notes Purchaser Holdco Shares Entitlement" means the entitlement of each New Cash Notes Purchaser (solely in such capacity) to Holdco Capitalisation Shares as calculated in accordance with Appendix 2, Part B to this Scheme (which entitlement, for the avoidance of doubt, excludes the New Cash Notes Backstop Provider Holdco Shares Entitlement of any New Cash Notes Purchaser who is also a New Cash Notes Backstop Provider),

"New Cash Notes Second Round Funding Shortfall Amount" means the USD Equivalent of EUR200 million less the aggregate amounts credited to the USD Escrow Account on or prior to the First Funding Date in respect of all New Cash Notes Purchase Amounts,

"New Cash Notes Third Round Funding Shortfall Amount" means 97.5% of the USD Equivalent of EUR200 million less the aggregate amounts credited to the USD Escrow Account on or prior to the Second Funding Date in respect of all New Cash Notes Purchase Amounts,

"New Codere Finance" means Codere Finance 2 (Luxembourg) S A, having its registered office at 6C, rue Gabriel Lippmann, L-5365, Munsbach and registered with the Luxembourg Register of Commerce and Companies under number B-100169,

"New Codere Finance-Holdco Loan Agreement" means a loan agreement between New Codere Finance and Holdco, pursuant to which New Codere Finance shall lend Holdco an amount equal to the amount standing to the credit of the USD Escrow Account and being held for the benefit of New Codere Finance,

"New Codere Finance Undertaking" means an undertaking from New Codere Finance to be bound by this Scheme entered into on or before the date of the Scheme Sanction Hearing,

"New Intercreditor Agreement" means the "Intercreditor Agreement" in substantially the form attached at Section V, Part G of the Scheme Document subject to any modifications required or approved by the Court or otherwise made in accordance with this Scheme,

"New Notes" means, together, the New Second Lien Notes and the New Third Lien Notes,

"New Notes Indentures" means, together, the New Second Lien Notes Indenture and the New Third Lien Notes Indenture;

"New Notes Subscription Agreement" means the subscription agreement to be entered into between Codere Finance and New Codere Finance, pursuant to which Codere Finance shall subscribe for the New Notes,

"New Notes Subscription Intercompany Loan" has the meaning given to that term in Clause 7.5.1(d),

"New Notes Trustee" means GLAS in its capacity as the New Second Lien Notes Trustee and the New Third Lien Notes Trustee,

"New Second Lien Capitalised Funding Loan" shall have the meaning given to that term in Clause 7.5.6(a)(ii),

"New Second Lien Capitalised Funding Loan Entitlement", in respect of a Scheme Creditor (solely in such capacity), a percentage of the New Second Lien Capitalised Funding Loan equal to the Scheme Creditor's Reallocated New Second Lien Notes Entitlement as a percentage of the New Second Lien Notes,

"New Second Lien Exchange Notes" means EUR150 million 5.50% cash pay coupon and 3.50% PIK coupon senior notes to be issued by New Codere Finance to Codere Finance, governed by the New Second Lien Notes Indenture,

"New Second Lien Notes" means the USD Equivalent of EUR350 million 5 50% cash pay coupon and 3 50% PIK coupon senior notes issued by New Codere Finance and governed by the New Second Lien Notes Indenture For the avoidance of doubt, the New Second Lien Notes include the New Cash Notes,

"New Second Lien Notes Indenture" means the indenture in substantially the form attached at Section V, Part A of the Scheme Document subject to any modifications required or approved by the Court or otherwise made in accordance with this Scheme,

"New Second Lien Notes Trustee" means GLAS as "Trustee" under the New Second Lien Notes Indenture,

"New Security Agent" means GLAS as "Security Agent" under the New Senior Private Notes, the New Notes Indentures and the New Intercreditor Agreement,

"New Senior Private Notes" means the USD Equivalent of EUR200 million senior private notes to be issued by New Codere Finance, subscribed for by the New Senior Private Notes Subscribers,

"New Senior Private Notes Agent" means Global Loan Agency Services Limited in its capacity as "Senior Noteholder Agent" under and as defined in the New Senior Private Notes Issuance Agreement,

"New Senior Private Notes Backstop Commitment" means, in relation to a New Senior Private Notes Backstop Provider

- (a) the amount of the New Senior Private Notes that it has committed to backstop as at the Initial Amendment Effective Date as set out in part II of the confidential annexure to its Recalculated Backstop Commitment Notification Letter, and
- (b) any commitment to backstop the New Senior Private Notes purchased by it from a party to the Lock-Up Agreement at any time after the Initial Amendment Effective Date but before the Record Time, but less
- (c) any commitment to backstop the New Senior Private Notes sold by it to a party to the Lock-Up Agreement at any time after the Initial Amendment Effective Date but before the Record Time,

provided that such New Senior Private Notes Backstop Provider's backstop commitment shall be adjusted to take into account the conversion of the principal amount of the New Senior Private Notes and/or the New Senior Private Notes Backstop Commitment from EUR to USD,

"New Senior Private Notes Backstop Provider" means a person who, as at the Record Time, has irrevocably agreed to backstop the subscription of the New Senior Private Notes pursuant to the Lock-Up Agreement,

"New Senior Private Notes Backstop Provider Capitalised Funding Loan" shall have the meaning given to such term in Clause 7.5.6(a)(vi),

"New Senior Private Notes Backstop Provider Capitalised Funding Loan Entitlement" means, in respect of a New Senior Private Notes Backstop Provider (solely in such capacity), a percentage of the New Senior Private Notes Backstop Provider Capitalised Funding Loan equal to its New Senior Private Notes Backstop Commitment as a percentage of all New Senior Private Notes Backstop Commitments,

"New Senior Private Notes Backstop Provider Holdco Shares Entitlement" means the entitlement of each New Senior Private Notes Backstop Provider (solely in such capacity) to Holdco Capitalisation Shares, as calculated pursuant to paragraph (II) of Appendix 3 of this Scheme,

"New Senior Private Notes Backstop Provider Premium" means an amount equal to 2% of the principal face amount of the New Senior Private Notes which, for the purposes of such calculation, shall be taken to be

- (a) the USD Equivalent of EUR253 million for the period from 23 September 2014 until the Initial Amendment Effective Date, and
- (b) the USD Equivalent of EUR200 million from the Initial Amendment Effective Date until the Participation Deadline,

"New Senior Private Notes Backstop Provider Premium Entitlement" means, in respect of a New Senior Private Notes Backstop Provider, the proportion of the New Senior Private Notes Backstop Provider Premium which is equal to its New Senior Private Notes Backstop Commitment as a percentage of all New Senior Private Notes Backstop Commitments,

"New Senior Private Notes Commitment" means the amount of New Senior Private Notes that a New Senior Private Notes Subscriber has validly committed to subscribe for in accordance with Clause 5,

"New Senior Private Notes Entitlement" means the New Senior Private Notes Commitment, provided that the New Senior Private Notes Subscriber has paid the New Senior Private Notes Subscription Amount,

"New Senior Private Notes Escrow Payment Notice" shall have the meaning given to that term in the Escrow Deed,

"New Senior Private Notes First Round Funding Shortfall Amount" means the USD Equivalent of EUR200 million less

- (a) the aggregate Pro Rata Proportion of the New Senior Private Notes of all New Senior Private Notes Subscribers (save those New Senior Private Notes Subscribers in respect of whom Clause 5 19 2 applies), and
- (b) the aggregate New Senior Private Notes Backstop Commitments of all New Senior Private Notes Subscribers in respect of whom Clause 5 19 2 applies,

"New Senior Private Notes Issuance Agreement" means the agreement to be entered into between New Codere Finance and the New Senior Private Notes Subscribers in substantially the form attached at Section V, Part E of the Scheme

Document subject to any modifications required or approved by the Court or otherwise made in accordance with this Scheme,

"New Senior Private Notes Issuance Request" means a request to subscribe for the USD Equivalent of EUR200 million delivered by New Codere Finance to the New Senior Private Notes Agent under and in accordance with the New Senior Private Notes Issuance Agreement,

"New Senior Private Notes Second Round Funding Shortfall Amount" means the USD Equivalent of EUR200 million less the aggregate amounts credited to the USD Escrow Account on or prior to the First Funding Date in respect of all New Senior Private Notes Subscription Amounts,

"New Senior Private Notes Subscriber" means each Scheme Creditor or New Senior Private Notes Backstop Provider or any Nominated Participant of either of the foregoing who has committed to subscribe for New Senior Private Notes and otherwise satisfied the requirements described in Clause 5 (provided that such person has not become a Failed Funding Party),

"New Senior Private Notes Subscription Amount" means the amount required to be paid by a New Senior Private Notes Subscriber in order to subscribe for its New Senior Private Notes Commitment,

"New Senior Private Notes Third Round Funding Shortfall Amount" means 97.5% of the USD Equivalent of EUR200 million less the aggregate amounts credited to the USD Escrow Account on or prior to the Second Funding Date in respect of all New Senior Private Notes Subscription Amounts,

"New Senior Private Notes Upfront Premium" means a cash premium equal to 1% of the principal face amount of the New Senior Private Notes, which for the purposes of such calculation, shall be taken to be the USD Equivalent of EUR200 million,

"New Third Lien Capitalised Funding Loan" shall have the meaning given to that term in Clause 7.5.6(a)(iii),

"New Third Lien Capitalised Funding Loan Entitlement" means, in respect of a Scheme Creditor (solely in such capacity), a percentage of the New Third Lien Capitalised Funding Loan equal to the Scheme Creditor's Reallocated New Third Lien Notes Entitlement as a percentage of the New Third Lien Notes,

"New Third Lien Notes" means the USD Equivalent of EUR325 million 9% PIK notes, issued by New Codere Finance and governed by the New Third Lien Notes Indenture,

"New Third Lien Notes Indenture" means the indenture in substantially the form attached at Section V, Part B of the Scheme Document subject to any modifications required or approved by the Court or otherwise made in accordance with this Scheme,

"New Third Lien Notes Trustee" means GLAS as "Trustee" under the New Third Lien Notes Indenture.

"New York Law Release Agreement" means a deed of release in substantially the form attached at Section V, Part L of the Scheme Document subject to any modifications required or approved by the Court or otherwise made in accordance with this Scheme (provided that the effect of any such modification is not such as would require the release of a claim that is not referred to in Clause 8.16.4 (*Releases*) of this Scheme),

"Nominated Participant" means a person nominated by a Scheme Creditor or a Backstop Provider to participate in the Note Purchase and Subscription in its place provided that each of the criteria described in Clauses 5.6 or 5.14, as applicable, have been satisfied and such person has not become a Failed Funding Party,

"Nominated Recipient" means a person nominated by a Scheme Creditor or a Backstop Provider to receive any portion of its Final Entitlements (whether in its capacity as a Scheme Creditor, a Backstop Provider or a Funding Party) and which has satisfied each of the criteria described in Clauses 4.2, 5.9, or 5.16, as applicable,

"Nominated Recipient Undertaking" means an undertaking from a Nominated Recipient (on a several basis) to be bound by the Scheme in the form provided at part 6 of the Account Holder Letter (*Funding Party, Backstop Provider and Nominee Undertaking/Authorisation*) and delivered to the Information Agent as part of a Validly Completed Account Holder Letter in accordance with Clause 5 (*Election to participate in the Note Purchase and Subscription*),

"Non-Backstopping Scheme Creditor" means a Scheme Creditor which is not a Backstop Provider,

"Non-notarised Restructuring Documents" means

- (a) the Capitalised Funding Loans Transfer Agreement,
- (b) the Cash Collateral Agreement,
- (c) the Cash Collateral Fee Letter,
- (d) the Cash Collateral Security Agreement,
- (e) the Continuing Funding Loans Transfer Agreement,
- (f) the English Law Deed of Release,
- (g) the Escrow Deed,
- (h) the Holdco Capitalisation Demand,
- (i) the Holdco-Codere Finance Loan Agreement,
- (j) each Key Executives Services Agreement,
- (k) the Key Executive Share Purchase Agreement,
- (l) the Monitoring Deed,

- (m) the New Cash Notes Purchase Agreement,
- (n) the New Codere Finance-Holdco Loan Agreement,
- (o) the New Notes Subscription Agreement,
- (p) the New Notes Subscription Intercompany Loan Agreement,
- (q) the New York Law Release Agreement,
- (r) each Officer's Certificate,
- (s) the Sale and Purchase Instruction, and
- (t) each Transaction Security Document that is not a Notarised Transaction Security Document,

and any document referred to in any of the foregoing and any document that the Scheme Company considers necessary to give effect to the Restructuring (save to the extent that such document is a Notarised Restructuring Document), provided that, where the Scheme Creditors, Backstop Providers and/or Funding Parties are to be party to such other document, such document has been agreed by the Majority Scheme Creditors,

"Non-waivable Scheme Completion Condition" means

- (a) each Scheme Completion Condition referred to in paragraphs (a), (b), (i), and (j) of the definition thereof, and
- (b) the Scheme Completion Condition referred to in paragraphs (c) and (l) in respect of each of the Non-notarised Restructuring Documents referred to in paragraphs (a), (b), (c), (d), (e), (f), (g), (h), (j), (k), (l) (m), (q), (r) and (s) of the definition thereof,

"Notarised Restructuring Documents" means

- (a) the Hive Down Public Deed,
- (b) the Holdco Capitalisation Deed,
- (c) the Luxco 1 Notarial Deed,
- (d) the Luxco 2 Notarial Deed,
- (e) the New Intercreditor Agreement,
- (f) the New Notes Indentures,
- (g) the New Senior Private Notes Issuance Agreement,
- (h) the Shareholders' Agreement,
- (i) the Shareholders' Agreement Holdco Accession Letter,

(j) the Spanish Law Deed of Release,

(k) each Notarised Transaction Security Document,

and any document referred to in any of the foregoing and any other documents that the Scheme Company considers necessary to give effect to the Restructuring and which, in the reasonable opinion of the Scheme Company, should be notarised provided that, where the Scheme Creditors, Backstop Providers and/or Funding Parties are to be party to such other document, such document has been agreed by the Majority Scheme Creditors,

"Notarised Transaction Security Document" means each Transaction Security Document which the Advisers to the Adhoc Committee and the Advisers to the Group agree should be notarised,

"Note Purchase and Subscription" means the purchase of New Cash Notes and subscription for New Senior Private Notes in accordance with this Scheme,

"Notional New Cash Notes Entitlement" means, in respect of a New Cash Notes Purchaser, its notional entitlement to the New Cash Notes purchased by it calculated in accordance with Appendix 2, Part A of this Scheme,

"Notional New Notes Entitlement" means, in respect of a Scheme Creditor, together, its Notional New Second Lien Notes Entitlement and its Notional New Third Lien Notes Entitlement,

"Notional New Second Lien Notes Entitlements" means, in respect of a Scheme Creditor, its notional entitlement to New Second Lien Notes calculated in accordance with Appendix 1, Part A (I) of this Scheme,

"Notional New Third Lien Notes Entitlements" means, in respect of a Scheme Creditor, its notional entitlement to New Third Lien Notes calculated in accordance with Appendix 1, Part A (II) of this Scheme,

"Officer's Certificates" means the Existing Notes Trustees Officer's Certificate and the Existing Security Trustee Officer's Certificate,

"Open Market" means, in respect of the sale of Trust Securities, the sale of such Trust Securities to a third party on arm's length terms,

"Participation Deadline" means 5 00 p m London time on 11 January 2016, or such later date as the Scheme Company shall notify to Scheme Creditors, Backstop Providers and Funding Parties by posting the same to the Information Agent Website,

"Pro Rata Proportion" means, in respect of a Scheme Creditor, its Claim Value as a proportion of the Aggregate Claim Value,

"Pro Rata Proportion of the New Cash Notes" means, in respect of a Scheme Creditor, the proportion of the New Cash Notes equal to its Pro Rata Proportion,

"Pro Rata Proportion of the New Cash Notes First Round Funding Shortfall Amount" means, in respect of a First Round Backstop Provider, a proportion of the

New Cash Notes First Round Funding Shortfall Amount equal to its Unsatisfied New Cash Notes Backstop Commitments as a proportion of the Unsatisfied New Cash Notes Backstop Commitments of all First Round Backstop Providers,

"Pro Rata Proportion of the New Cash Notes Second Round Funding Shortfall Amount" means, in respect of a Second Round Backstop Provider, a proportion of the New Cash Notes Second Round Funding Shortfall Amount equal to its Unsatisfied New Cash Notes Backstop Commitments as a proportion of the Unsatisfied New Cash Notes Backstop Commitments of all Second Round Backstop Providers,

"Pro Rata Proportion of the New Money Notes" means the Pro Rata Proportion of the New Cash Notes and the Pro Rata Proportion of the New Senior Private Notes,

"Pro Rata Proportion of the New Senior Private Notes" means, in respect of a Scheme Creditor, the proportion of the New Senior Private Notes equal to its Pro Rata Proportion,

"Pro Rata Proportion of the New Senior Private Notes First Round Funding Shortfall Amount" means, in respect of a First Round Backstop Provider, a proportion of the New Senior Private Notes First Round Funding Shortfall Amount equal to its Unsatisfied New Senior Notes Backstop Commitments as a proportion of the Unsatisfied New Senior Private Notes Backstop Commitments of all First Round Backstop Providers,

"Pro Rata Proportion of the New Senior Private Notes Second Round Funding Shortfall Amount" means, in respect of a Second Round Backstop Provider, a proportion of the New Senior Private Notes Second Round Funding Shortfall Amount equal to its Unsatisfied New Senior Private Notes Backstop Commitments as a proportion of the Unsatisfied New Senior Private Notes Backstop Commitments of all Second Round Backstop Providers,

"Proceedings" means any process, action or other legal proceedings (including, without limitation, any demand, arbitration, alternative dispute resolution, judicial review, adjudication, execution, seizure, distraint, forfeiture, re-entry, lien, enforcement of judgment or enforcement of any security), whether arising in connection with the Restructuring or otherwise,

"Prospectus" means the prospectus prepared by Holdco in accordance with Regulation 809/2004 for the purpose of the listing on the Spanish Stock Exchanges of the shares to be issued in connection with the Holdco Capitalisation,

"Prohibited Proceedings" means any Proceedings in respect of any claim, howsoever called and wheresoever arising, under, pursuant to or in connection with an Existing Notes Finance Document,

"Purchase and Subscription Amount" means the New Cash Notes Purchase Amount and/or the New Senior Private Notes Subscription Amount as the context shall admit,

"Purchase Order" has the meaning given to that term in Clause 7.5.7(b)(ii),

"QIB" has the meaning given to such term in Rule 144A under the United States Securities Act of 1933, as amended,

"Reallocated New Notes Entitlement" means, in respect of a Scheme Creditor, together, its Reallocated New Second Lien Notes Entitlement and its Reallocated New Third Lien Notes Entitlement,

"Reallocated New Second Lien Notes Entitlements" means the entitlement of each Scheme Creditor to the New Second Lien Notes, as calculated in accordance with Appendix 1, Part B of to this Scheme,

"Reallocated New Third Lien Notes Entitlements" means the entitlement of each Scheme Creditor to the New Third Lien Notes, as calculated in accordance with Appendix 1, Part B of to this Scheme,

"Recalculated Backstop Commitment Notification Letter" means the notice sent to each Backstop Provider notifying it of its Backstop Commitment as at the Initial Amendment Effective Date,

"Record Time" means 5 00 p m London time on the 10 December 2015,

"Registrar of Companies" means the registrar of companies within the meaning of the Act,

"Related Funds" has the meaning given to that term in the Lock-Up Agreement,

"Related Parties" has the meaning given to that term in the Lock-Up Agreement,

"Release Agreements" means, together, the English Law Deed of Release, the New York Law Release Agreement and the Spanish Law Deed of Release,

"Release Trust" has the meaning given to that term in Clause 8 7,

"Required Escrow Funding Amount" means

- (a) the USD Equivalent of EUR200 million in respect of the New Cash Notes purchase, and
- (b) the USD Equivalent of EUR198 million in respect of the New Senior Private Notes subscription (being the principal face amount of the New Senior Private Notes of EUR200 million less the New Senior Private Notes Upfront Premium payable to the New Senior Private Notes Subscribers in accordance with the Note Purchase and Subscription),

"Restructuring" means the financial, debt and corporate restructuring of the Group contemplated by this Scheme, the Restructuring Steps, the Restructuring Documents and the Explanatory Statement, including (but not limited to), any and all connected compromises and/or agreements with persons that are not Scheme Parties,

"Restructuring Documents" means the Notarised Restructuring Documents and the Non-notarised Restructuring Documents,

"Restructuring Steps" means the steps, transactions or actions set out in Clause 7.5 (*Implementation of the Restructuring Steps*) of this Scheme,

"Sale and Purchase Instruction" means the notice appended as Schedule 2 to the Key Executive Share Purchase Agreement,

"Sale Order" has the meaning given to that term in Clause 7.5 7(b)(i),

"Scheme" means this scheme of arrangement under Part 26 of the Act between each Scheme Party (including any modification, addition or condition which the Court may think fit to approve or impose),

"Scheme Claim" means any claim or claims in respect of any Liability of the Scheme Company and any other member of the Group to a Scheme Creditor arising directly or indirectly in relation to, or arising out of or in connection with, the Existing Notes Finance Documents, including (without limitation) any claim or claims in relation to any Liability of the Scheme Company or any other member of the Group in respect of loss or damage suffered or incurred, whether directly or indirectly, as a result of or in connection with, such Liability (including, for the avoidance of doubt, any interest accruing on, or accretions arising in respect of, such claims), other than those which arise as a result of a failure to comply with the terms of the Scheme,

"Scheme Company" means Codere Finance (UK) Limited,

"Scheme Completion Conditions" means

- (a) the occurrence of the Scheme Lodgement Date,
- (b) the granting of the Chapter 15 Order,
- (c) the execution of the Non-notarised Restructuring Documents by each of the parties thereto in accordance with Clauses 3, 6.1 and 6.21,
- (d) the Scheme Company receiving confirmation
 - (i) from the Majority Consenting Noteholders (as defined in the Lock-Up Agreement) that each Restructuring Document to which one or more Scheme Creditors, Backstop Providers or Funding Party are party and which is not appended to the Explanatory Statement or this Scheme are in agreed form,
 - (ii) from each other party to a Restructuring Document which is not appended to the Scheme Document that such Restructuring Document is in agreed form, and
 - (iii) that the Cleansing Announcement is in a form agreed between the Advisers to the Group and the Advisers to the Committee,

- (e) the delivery of the Closing Funds Flow by the Scheme Company to the Escrow Agent,
- (f) confirmation from the Scheme Company that terms have been agreed between the Adhoc Committee Financial Adviser and a relevant Codere Affiliate in respect of the payment of the Adhoc Committee Financial Adviser's fees,
- (g) the delivery of
 - (i) the First Funding Confirmation Notice stating that the balance (in cleared funds) deposited into the USD Escrow Account following the First Funding Date is at least equal to the Required Escrow Funding Amount, or
 - (ii) the Second Funding Confirmation Notice stating that the balance (in cleared funds) deposited into the USD Escrow Account following the Second Funding Date is equal to or more than 97.5% of the Required Escrow Funding Amount, or
 - (iii) in the event of a Third Round Funding Shortfall Amount, notice from the Escrow Agent confirming that the balance (in cleared funds) deposited in the USD Escrow Account in accordance with Clause 6.18.2(b)(ii) is equal to or more than 97.5% of the Required Escrow Funding Amount,
 (referred to herein as the "**Funding Condition**") in each case in accordance with Clause 6,
- (h) notification from the Escrow Agent that the EUR Escrow Account has been credited (in cleared funds) with the Key Executives Shares Consideration,
- (i) the Existing Shareholder Approvals being granted,
- (j) the expiry of the creditor objection period in respect of the Hive Down in accordance with article 44 of Spanish law 3/2009 on corporate structural changes (*Ley 3/2009, de 3 de abril, sobre modificaciones estructurales de las sociedades mercantiles*), applicable pursuant to article 73 of such law,
- (k) confirmation from Holdco that the CNMV has no further comments on the Prospectus,
- (l) satisfaction (or waiver in accordance with the terms thereof) of all conditions precedent to each Restructuring Document (other than the occurrence of the Implementation Date),
- (m) receipt of the Luxembourg Tax Clearance, and
- (n) receipt of the Spanish Tax Clearance,

"**Scheme Completion Longstop Date**" means

- (a) where the Implementation Date has not occurred, the later of (as applicable):
 - (i) 31 March 2016, and
 - (ii) such later date up to and including, but not later than, 30 June 2016 as is agreed between the Scheme Company in consultation with the Global Coordinator, 75% of the Scheme Creditors and each Backstop Provider, and
- (b) where the Implementation Date has occurred, the latest applicable date pursuant to clause 7.8,

"Scheme Completion Time" has the meaning given to that term in Clause 7.5.12(f),

"Scheme Creditor" means a person with a Book Entry Interest as at the Record Time and therefore a person who has the right to require the transfer to itself of certificated Existing Notes in accordance with Section 2.10 of either or both of the Existing Indentures;

"Scheme Creditor Final Entitlements" means its Reallocated New Notes Entitlement, its Scheme Creditors' Holdco Shares Entitlement, its Key Executive Shares Cash Entitlement and, if applicable, its Early Consent Fee,

"Scheme Creditors' Holdco Shares Entitlement" means the entitlement of each Scheme Creditor (other than in its capacity as a Backstop Provider or a Funding Party) to Holdco Capitalisation Shares, as calculated in accordance with Appendix 1, Part C of this Scheme,

"Scheme Document" means the document dated on or around 10 November 2015 containing, amongst other things, the Explanatory Statement at Section I and the terms of this Scheme at Section II,

"Scheme Lodgement Date" means the date on which an office copy of the Court Order is delivered to the Registrar of Companies for registration,

"Scheme Meeting" means the meeting of the Scheme Creditors convened in accordance with the permission of the Court pursuant to section 896 of the Act to consider, and if thought fit, approve, the Scheme, including any adjournment thereof,

"Scheme Party" means the Scheme Company, each Scheme Creditor and each other person who has given or who gives an Undertaking,

"Scheme Sanction Hearing" means the hearing of the Court for the purposes of sanctioning the Scheme in accordance with section 899 of the Act,

"Second Entitlement, Commitment and Funding Notice" and **"Second Entitlement, Commitment and Funding Notices"** have the meaning given to such terms in Clause 6.13 (*Calculation and notification of entitlements and deposit of Required Escrow Funding Amounts*),

"Second Funding Confirmation Notice" has the meaning given to that term in Clause 6.15,

"Second Funding Date" has the meaning given to that term in Clause 6 14 6,

"Second Round Backstop Provider" means a Backstop Provider

- (a) who has complied with Clauses 5 11 and, where applicable, 5 13 or 5 14,
- (b) who has Unsatisfied Backstop Commitments, and
- (c) who (or whose Nominated Participant) is neither a
 - (i) Disqualified Person, nor
 - (ii) Failed Funding Party,

"Second Round Funding Shortfall Amount" has the meaning given to that term in Clause 6 8 2,

"SFA Amount Currency Conversion and Payment Notice" has the meaning given to such term in the Escrow Deed,

"Shareholder Party" shall have the meaning given to that term in the Lock-Up Agreement,

"Shareholders' Agreement" means the agreement to be entered into between, amongst others, the Key Executives, the Scheme Creditors, the New Cash Notes Purchasers and the New Senior Private Notes Subscribers, which shall govern the relationship between such parties in their capacity as shareholders of Holdco following the Restructuring, in substantially the form attached Section V, Part H of the Scheme Document subject to any modifications required or approved by the Court or otherwise made in accordance with this Scheme,

"Shareholders' Agreement Holdco Accession Letter" means the accession letter to the Shareholders' Agreement attached thereto as schedule 12 and to be executed by Holdco,

"Spanish Law Deed of Release" means a deed of release in substantially the form attached at Section V, Part K of the Scheme Document, subject to any modifications required or approved by the Court (provided that the effect of any such modification is not such as would require the release of a claim that is not referred to in Clause 8 1 (*Releases*) of this Scheme),

"Spanish Mercantile Registry" means the *Registro Mercantil competente*,

"Spanish Newco" means a new wholly owned subsidiary of Holdco, to be incorporated under the laws of Spain in accordance with the Restructuring Steps,

"Spanish Stock Exchanges" has the meaning given to that term in Clause 7 5 7(e)(ii),

"Spanish Tax Authority" means the Directorate of International Taxation or Non Resident Income Tax,

"Spanish Tax Clearance" means a ruling from the Spanish Tax Authority approving the terms of the letter dated 24 April 2015 submitted by Holdco to the Spanish Tax Authority,

"Subsidiary" has the same meaning as in section 1159 of the Act;

"Third Round Funding Shortfall Amount" has the meaning given to that term in Clause 6.18.1,

"Total Existing L/C Exposure" has the meaning given to that term in the Escrow Deed,

"Trading Date" the first date on which the following two conditions are met in respect of the Holdco Capitalisation Shares: (i) they are admitted to listing on the Spanish Stock Exchanges and start trading, and (ii) they have been delivered to BNP and BBVA as members of Iberclear acting as custodians for Euroclear and Clearstream respectively,

"Transaction Security Document" means each document listed in Part 1 and Part 2 of Schedule 15 to the New Senior Private Notes Issuance Agreement,

"Transferee Lender" has the meaning given to that term in Clause 7.5.6(a),

"Trust" has the meaning given to that term in Clause 10.2,

"Trust Securities" has the meaning given to that term in Clause 10.2

"Undertakings" means each Backstop Provider Undertaking, the Codere Finance Undertaking, each Existing Notes Guarantor Undertaking, each Funding Party Undertaking, the Holdco Undertaking, each Key Executive Purchaser Undertaking, the Key Executives Undertaking, the Masampe Undertaking, the New Codere Finance Undertaking, and each Nominated Recipient Undertaking, any one of those undertakings being individually referred to as an **"Undertaking"**,

"Unsatisfied Backstop Commitment" means the Unsatisfied New Cash Notes Backstop Commitment and/or the Unsatisfied New Senior Private Notes Backstop Commitment, as the context shall admit,

"Unsatisfied New Cash Notes Backstop Commitment" means, in respect of a New Cash Notes Backstop Provider, its New Cash Notes Backstop Commitment less its New Cash Notes Commitment,

"Unsatisfied New Senior Private Notes Backstop Commitment" means, in respect of a New Senior Private Notes Backstop Provider, its New Senior Private Notes Backstop Commitment less its New Senior Private Notes Commitment,

"Updated Funding CP Satisfaction Notice" means a notice from the Scheme Company to the Information Agent confirming that the Scheme has not been terminated,

"U.S. Bankruptcy Code" means the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.*, as amended,

"U.S. Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York or other appropriate forum in which the Chapter 15 Representative files a petition for recognition of the Scheme under Chapter 15 of the U S Bankruptcy Code,

"USD Escrow Account" has the meaning given to that term in the Escrow Deed,

"USD Equivalent" means the USD amount resulting from the conversion of a EUR amount calculated by reference to the spot FX rate published by Thomson Reuters as at the Record Time,

"USD Fee Amount" means a Fee Amount denominated in USD in the Closing Funds Flow delivered to the Escrow Agent in accordance with Clause 6.21.5 of the Scheme, and

"Validly Completed Account Holder Letter" means an Account Holder Letter which, to the satisfaction of the Information Agent, has had each relevant part and section thereof completed, gives all required authorisations, confirmations and undertakings and, where relevant, is executed by or on behalf of the relevant Scheme Creditor, Backstop Provider, Funding Party or Nominated Recipient (as applicable) in accordance with the instructions on the Account Holder Letter and which attaches all additional information (including all KYC Documentation) required to be provided therewith

1.2 In this Scheme, unless the context otherwise requires

1.2.1 references to **"Clauses"** are to clauses of this Scheme,

1.2.2 references to a person include references to an individual, firm, partnership, company, corporation, unincorporated body of persons or any state or state agency,

1.2.3 all references to **"€"** or **"EUR"** are references to the lawful currency for the time being of participating member states for the purposes of the European Monetary Union,

1.2.4 all references to **"\$"** or **"USD"** are references to the lawful currency of the United States of America,

1.2.5 references to a statute or statutory provision include the same as subsequently modified, amended or re-enacted from time to time,

1.2.6 references to an agreement include the same as subsequently amended and/or restated from time to time,

1.2.7 references to time are to London time,

1.2.8 the singular includes the plural and *vice versa* and words importing one gender shall include all genders, and

1.2.9 headings are for ease of reference only and shall not affect the interpretation of this Scheme

2 EFFECTIVENESS

- 2 1 This Scheme shall take effect on and from the Scheme Lodgement Date
- 2 2 The arrangement effected by this Scheme shall be binding on each Scheme Party and its successors and assigns from the Scheme Lodgement Date or, if later, the date of its Undertaking
- 2 3 Each party which has delivered, or which shall deliver, an Undertaking including, without limitation, each Backstop Provider, Codere Finance, each Existing Notes Guarantor, each Funding Party, Holdco, each Key Executive Purchaser, each Key Executive, Masampe, New Codere Finance and each Nominated Recipient, severally agrees to be bound by, and perform each of the obligations expressed to apply to it under, the Scheme in consideration for being entitled to enforce each of the rights conferred on it by the Scheme

3 EXECUTION OF NON-NOTARISED RESTRUCTURING DOCUMENTS

- 3 1 As soon as reasonably practicable after (i) the Scheme Lodgement Date, (ii) the granting of the Chapter 15 Order, (iii) receipt of the Existing Shareholder Approvals, (iv) the delivery of each Undertaking (save a Backstop Provider Undertaking, Funding Party Undertaking and Nominated Recipient Undertaking), (v) delivery of the Existing Notes Trustee Acknowledgment Letter, (vi) delivery of the Existing Security Trustee Acknowledgment Letter, and (vii) delivery of the Existing SFA Undertaking
- 3 1 1 the Scheme Company, on behalf of itself, Codere Finance, Holdco, each Existing Notes Guarantor, each Key Executive Purchaser, each Key Executive, Masampe, New Codere Finance and each Scheme Creditor, under the authority conferred upon the Scheme Company pursuant to Clause 12 (*Grant of Authority in favour of the Scheme Company and others to execute the Restructuring Documents*) and/or, where applicable, an Undertaking, shall, subject to Clauses 3 2 and 3 3, execute each Non-notarised Restructuring Document to which any such person is party (provided that such executed documents shall be held in escrow and shall only become effective in accordance with Clause 7 (*Restructuring Steps and the Implementation Date*) unless otherwise stated in this Scheme or the relevant Non-notarised Restructuring Document) Codere Finance, Holdco, each Key Executive, each Key Executive Purchaser, Masampe, New Codere Finance and each Scheme Creditor each hereby instruct the Scheme Company to execute each Non-notarised Restructuring Document to which it is a party on its behalf under the above mentioned authority,
- 3 1 2 the Scheme Company shall use all reasonable endeavours to procure that each other party to a Non-notarised Restructuring Document shall execute such Non-notarised Restructuring Document and deliver its signatures to the Scheme Company (provided that such executed documents shall be held in escrow and shall only become effective in accordance with Clause 7 (*Restructuring Steps and the Implementation Date*) unless otherwise stated in this Scheme or the relevant Non-notarised Restructuring Document),

- 3 1 3 Holdco and each of the Key Executives shall execute the Key Executives Services Agreements and deliver a copy of such signed agreements to the Scheme Company to hold the same in escrow. Holdco and each of the Key Executives hereby agree for the benefit of each other and each other Scheme Party that the Key Executives Services Agreements shall only become effective in accordance with Clause 7 (*Restructuring Steps and the Implementation Date*),
- 3 1 4 the Scheme Company shall instruct the Information Agent, acting on behalf of the Scheme Company, to deliver
- (a) the Existing Notes Trustees Officer's Certificate to the Existing Notes Trustees, and
 - (b) the Existing Security Trustee Officer's Certificate to the Existing Security Trustee
- 3 2 Codere Finance, Holdco, each Existing Notes Guarantor, each Key Executive, each Key Executive Purchaser, Masampe and New Codere Finance may execute each Restructuring Document on its own behalf provided that, for the avoidance of doubt, this shall be without prejudice to each Attorney exercising the authorities given to it in Clause 12 (*Grant of Authority in favour of the Scheme Company and others to execute the Restructuring Documents*) and/or each Undertaking
- 3 3 The Scheme Company shall not, at this time, execute
- 3 3 1 any Non-notarised Restructuring Document on behalf of any Backstop Provider, Funding Party or Nominated Recipient (in its capacity as such), or
 - 3 3 2 any Non-notarised Restructuring Document which needs to be finalised with information following the expiry of the Participation Deadline or the calculation and notification of entitlements and funding of the Escrow Accounts in accordance with Clause 6, including but not limited to, the Escrow Deed, the Key Executive Share Purchase Agreement, the Capitalised Funding Loans Transfer Agreement and the New Cash Notes Purchase Agreement
- 3 4 The Scheme Creditors hereby consent to
- 3 4 1 the delivery of the Officer's Certificates to the Existing Notes Trustees and the Existing Security Trustee in accordance with Clause 3 1 4, and
 - 3 4 2 the Existing Notes Trustees and the Existing Security Trustee carrying out the instructions set out in the Officer's Certificates upon their delivery in accordance with Clause 3 1 4. The Scheme Creditors acknowledge that, in reliance on, and in accordance with, the Officer's Certificates, the Existing Notes Trustees and the Existing Security Trustee shall be instructed to execute the Restructuring Documents to which they are party and return such executed documents to the Scheme Company and shall not be liable for any loss or liability arising in connection with entering into such documents or taking any action or steps contemplated within the Officer's Certificates or otherwise in this Scheme

4 RECEIPT OF SCHEME CREDITOR FINAL ENTITLEMENTS

- 4 1 A Scheme Creditor must ensure that its Validly Completed Account Holder Letter is received by the Information Agent on or prior to the Holding Period Expiry Date (subject to Clause 4 3 below) in order to receive its Scheme Creditor Final Entitlements
- 4 2 In the event that a Scheme Creditor wishes to procure that one or more of its Nominated Recipients receives all or part of its Scheme Creditor Final Entitlements, it must, in addition to complying with Clause 4 1, also ensure that
- 4 2 1 the proposed nominated recipient
- (a) is not a Disqualified Person,
 - (b) is nominated in the Scheme Creditor's Validly Completed Account Holder Letter as a nominated recipient, and
 - (c) holds an account with the same Account Holder as the relevant Scheme Creditor (where such Scheme Creditor holds Existing Notes through Euroclear or Clearstream), and
- 4 2 2 on or prior to the Holding Period Expiry Date (subject to Clause 4 3 below) a Validly Completed Account Holder Letter is received by the Information Agent in respect of the proposed nominated recipient
- 4 3 A Scheme Creditor that wishes to receive (or wishes one or more of its Nominated Recipients to receive) its Scheme Creditor Final Entitlements by the Scheme Completion Time in accordance with Clause 7 (*Restructuring Steps and the Implementation Date*) must ensure that the requirements referred to in Clauses 4 1 and 4 2 are complied with or otherwise satisfied on or prior to the Participation Deadline
- 4 4 Subject to Clause 5 27
- 4 4 1 where a Validly Completed Account Holder Letter is not received by the Information Agent on or prior to the Participation Deadline in respect of the Scheme Creditor, Clause 10 (*Holding Period Trust in relation to Final Entitlements*) shall apply to all of the Scheme Creditor Final Entitlements of such Scheme Creditor, or
- 4 4 2 where a Scheme Creditor indicates that it wishes to appoint a Nominated Recipient but one or more of the requirements described in Clause 4 2 are otherwise unsatisfied in respect of the proposed nominated recipient on or prior to the Participation Deadline, Clause 10 (*Holding Period Trust in relation to Final Entitlements*) shall apply to all Scheme Creditor Final Entitlements which would otherwise have been transferred to the proposed nominated recipient
- 4 5 For the avoidance of doubt, no Scheme Creditor Final Entitlements will be transferred to any Scheme Creditor or Nominated Recipient who is a Disqualified Person and, instead, Clause 10 (*Holding Period Trust in relation to Final Entitlements*) shall apply to all of the Scheme Creditor Final Entitlements of such Scheme Creditor or nominated recipient (as applicable)

5 ELECTION TO PARTICIPATE IN THE NOTE PURCHASE AND SUBSCRIPTION

Non-Backstopping Scheme Creditors General

- 5 1 Each Non-Backstopping Scheme Creditor is entitled, but not obliged, to elect to purchase and subscribe for its Pro Rata Proportion of the New Money Notes, and thereby, become entitled to receive the associated Funding Party Final Entitlements (or to procure that one or more of its Nominated Participants does so) provided it complies with Clauses 5 3 and, where applicable, Clause 5 6

Non-Backstopping Scheme Creditors Commitment

- 5 2 Where a Non-Backstopping Scheme Creditor has elected to participate in the Note Purchase and Subscription pursuant to Clause 5 1, it may only purchase and subscribe for its Pro Rata Proportion of the New Money Notes (it is not entitled to subscribe for more or less than this amount) and

5 2 1 its New Cash Notes Commitment shall therefore be its Pro Rata Proportion of the New Cash Notes, and

5 2 2 its New Senior Private Notes Commitment shall therefore be its Pro Rata Proportion of the New Senior Private Notes,

provided that it complies with Clause 5 3 and, where applicable, Clause 5 6.

Non-Backstopping Scheme Creditors Election to participate in the Note Purchase and Subscription

- 5 3 A Non-Backstopping Scheme Creditor wishing to purchase and subscribe for its Pro Rata Proportion of the New Money Notes (or wishing to procure that one or more of its Nominated Participants does so) must ensure that on or prior to the Participation Deadline

5 3 1 its Validly Completed Account Holder Letter is received by the Information Agent and that its Account Holder Letter confirms that it irrevocably agrees to participate in the Note Purchase and Subscription, and

5 3 2 it has satisfied the know-your-customer requirements of the New Senior Private Notes Agent, if so required by the New Senior Private Notes Agent

- 5 4 Where on or prior to the Participation Deadline the requirements described in Clause 5 3 have not been satisfied, the Non-Backstopping Scheme Creditor shall not be entitled to participate in the Note Purchase and Subscription (nor procure that one or more of its Nominated Participants does so) and shall not be entitled to receive any Funding Party Final Entitlements

- 5 5 For the avoidance of doubt, a Non-Backstopping Scheme Creditor that is a Disqualified Person is not entitled to participate in the Note Purchase and Subscription, nor receive any Funding Party Final Entitlements. A Non-Backstopping Scheme Creditor who is a Disqualified Person may, however, nominate a Nominated

Participant to participate in the Note Purchase and Subscription and receive its Funding Party Entitlements in its place

Non-Backstopping Scheme Creditors Nomination of a Nominated Participant

5 6 In the event that a Non-Backstopping Scheme Creditor wishes to procure that one or more of its Nominated Participants participates in the Note Purchase and Subscription and receives its Funding Party Final Entitlements in its place, it must, in addition to complying with Clause 5 3, also ensure that

5 6 1 each proposed nominated participant is

- (a) not a Disqualified Person, and
- (b) nominated in the Non-Backstopping Scheme Creditor's Validly Completed Account Holder Letter as a nominated participant, and

5 6 2 on or prior to the Participation Deadline

- (a) a Validly Completed Account Holder Letter is received by the Information Agent in respect of each proposed nominated participant confirming that it wishes to participate in the Note Purchase and Subscription, and
- (b) each proposed nominated participant has satisfied the know-your-customer requirements of the New Senior Private Notes Agent, if so required by the New Senior Private Notes Agent

5 7 Subject to Clause 5 27, where a Non-Backstopping Scheme Creditor indicates that it wishes to appoint one or more Nominated Participants but one or more of the other requirements described in Clause 5 6 are otherwise unsatisfied neither the Non-Backstopping Scheme Creditor nor any of its proposed nominated participants shall be entitled to participate in the Note Purchase and Subscription nor receive any Funding Party Final Entitlements

5 8 Where a Non-Backstopping Scheme Creditor validly nominates one or more Nominated Participants and otherwise complies with the requirements described in Clause 5 6, the associated Funding Party Final Entitlements shall be payable to such Nominated Participant(s)

Non-Backstopping Scheme Creditors Nomination of a Nominated Recipient

5 9 Each Non-Backstopping Scheme Creditor that elects to participate in the Note Purchase and Subscription is entitled to nominate one or more Nominated Recipients to receive its Funding Party Final Entitlements In the event that a Non-Backstopping Scheme Creditor wishes to nominate one or more Nominated Recipients, it must, in addition to complying with Clause 5 3, ensure that

5 9 1 each proposed nominated recipient is

- (a) not a Disqualified Person,

- (b) nominated in the Non-Backstopping Scheme Creditor's Validly Completed Account Holder Letter as a nominated recipient, and

5 9 2 on or prior to the Participation Deadline

- (a) a Validly Completed Account Holder Letter is received by the Information Agent in respect of each proposed nominated recipient, and
- (b) each proposed nominated recipient has satisfied the know-your-customer requirements of the New Senior Private Notes Agent, if so required the New Senior Private Notes Agent

5 10 Subject to Clause 5 27, where a Non-Backstopping Scheme Creditor indicates that it wishes to appoint a Nominated Recipient but one or more of the other requirements described in Clause 5 9 are otherwise unsatisfied in respect of a proposed nominated recipient such proposed nominated recipient will not be entitled to receive the Funding Party Final Entitlements of such Non-Backstopping Scheme Creditor. Instead, Clause 10 (*Holding Period Trust in relation to Final Entitlements*) shall apply to all Funding Party Final Entitlements that would otherwise have been transferred to the proposed nominated recipient

Backstop Providers General

5 11 Each Backstop Provider, pursuant to its obligations under the Lock-Up Agreement, is obliged to participate in the Note Purchase and Subscription for at least its Backstop Commitment (or procure that one or more of its Nominated Participants does so). In order to comply with these obligations, a Backstop Provider must ensure that on or prior to the Participation Deadline

- 5 11 1 a Validly Completed Account Holder Letter is received by the Information Agent in respect of it and that such Account Holder Letter confirms that it irrevocably agrees to participate in the Note Purchase and Subscription, and
- 5 11 2 it has satisfied the know-your-customer requirements of the New Senior Private Notes Agent, if so required by the New Senior Private Notes Agent

5 12 Subject to Clause 5 27, where on or prior to the Participation Deadline the requirements described in Clause 5 11 have not been satisfied, the Backstop Provider shall

- 5 12 1 not be entitled to participate (nor nominate a nominated participant to participate) in the Note Purchase and Subscription;
- 5 12 2 not be entitled to receive any Backstop Provider Final Entitlements or Funding Party Final Entitlements, and
- 5 12 3 be in breach of its obligations under the Lock-Up Agreement and this Scheme (and Holdco, the Scheme Company and each Existing Notes Guarantor hereby reserves its rights accordingly)

- 5 13 A Backstop Provider must ensure that it is not a Disqualified Person and is otherwise able to receive its Backstop Provider Final Entitlements and Funding Party Final Entitlements. Where it is a Disqualified Person or is otherwise unable to receive its Backstop Provider Final Entitlements or Funding Party Final Entitlements, it must nominate a proposed nominated participant in accordance with Clause 5 14 to participate in the Note Purchase and Subscription and receive its Funding Party Final Entitlements in its place (and if it fails to do so, the consequences described in Clause 5 15 shall apply)

Backstop Provider Nomination of Nominated Participants

- 5 14 Each Backstop Provider is entitled to nominate one or more Nominated Participants to participate in the Note Purchase and Subscription and receive its Funding Party Final Entitlements in its place. In the event that a Backstop Provider wishes to nominate one or more Nominated Participants to participate in the Note Purchase and Subscription in its place, in addition to complying with Clause 5 11, it must also ensure that

5 14 1 each proposed nominated participant is

- (a) not a Disqualified Person, and
- (b) nominated in the Backstop Provider's Validly Completed Account Holder Letter as a nominated participant, and

5 14 2 on or prior to the Participation Deadline

- (a) a Validly Completed Account Holder Letter is received by the Information Agent in respect of each proposed nominated participant confirming that it wishes to participate in the Note Purchase and Subscription, and
- (b) each proposed nominated participant has satisfied the know-your-customer requirements of the New Senior Private Notes Agent, if so required by the New Senior Private Notes Agent

- 5 15 Subject to Clause 5 27, where the requirements described in Clause 5 14 have not been satisfied in respect of each proposed nominated participant of a Backstop Provider, then

5 15 1 the Backstop Provider shall not be entitled to receive any of its Backstop Provider Final Entitlements,

5 15 2 neither the relevant Backstop Provider, nor any of its proposed nominated participants shall be entitled to participate in the Note Purchase and Subscription nor receive any Funding Party Final Entitlements, and

5 15 3 the Backstop Provider will be in breach of its obligations under the Lock-Up Agreement and this Scheme (and Holdco, the Scheme Company and each Existing Notes Guarantor hereby reserves its rights accordingly)

Backstop Provider Nomination of Nominated Recipients

5 16 Each Backstop Provider is entitled to nominate one or more Nominated Recipients to receive its Backstop Provider Final Entitlements and/or Funding Party Final Entitlements. In the event that a Backstop Provider wishes to nominate one or more Nominated Recipients, in addition to complying with Clause 5 11, it must also ensure that

5 16 1 each proposed nominated recipient is

- (a) not a Disqualified Person, and
- (b) nominated in the Backstop Provider's Validly Completed Account Holder Letter as a nominated recipient, and

5 16 2 on or prior to the Participation Deadline

- (a) a Validly Completed Account Holder Letter is received by the Information Agent in respect of each proposed nominated recipient, and
- (b) the proposed nominated recipient has satisfied the know-your-customer requirements of the New Senior Private Notes Agent, if so required by the New Senior Private Notes Agent

5 17 Subject to Clause 5 27, where a Backstop Provider indicates that it wishes to appoint a Nominated Recipient but one or more of the requirements described in Clause 5 16 are otherwise unsatisfied in respect of the proposed nominated recipient, the proposed nominated recipient will not be entitled to receive the Funding Party Final Entitlements of the Backstop Provider. Instead, Clause 10 (*Holding Period Trust in relation to Final Entitlements*) shall apply to all Backstop Provider Final Entitlement and Funding Party Final Entitlements that would otherwise have been transferred to the proposed nominated recipient

Backstop Provider's Commitments

5 18 A Backstop Provider must elect to participate in the Note Purchase and Subscription for at least its Backstop Commitment, although it can elect to participate for greater than this amount in accordance with Clause 5 20 3 or 5 20 4

5 19 Where a Backstop Provider is also a Scheme Creditor and its

5 19 1 Pro Rata Proportion of the New Cash Notes is more than its New Cash Notes Backstop Commitment and the Backstop Provider elects to participate in the Note Purchase and Subscription for its New Cash Notes Backstop Commitment in accordance with its minimum obligation, its New Cash Notes Commitment shall be equal to its New Cash Notes Backstop Commitment, and/or

5 19 2 Pro Rata Proportion of the New Senior Private Notes is more than its New Senior Private Notes Backstop Commitment and the Backstop Provider elects to participate in the Note Purchase and Subscription for its New Senior Private Notes Backstop Commitment in accordance with its minimum obligations, its

New Senior Private Notes Commitment shall be equal to its New Senior Private Notes Backstop Commitment

5 20 Where a Backstop Provider is also a Scheme Creditor and its

5 20 1 Pro Rata Proportion of the New Cash Notes is less than its New Cash Notes Backstop Commitment, the Backstop Provider is obliged to participate in the Note Purchase and Subscription for its New Cash Notes Backstop Commitment In this case its New Cash Notes Commitment shall be its

- (a) Pro Rata Proportion of the New Cash Notes, and
- (b) where there is a New Cash Notes First Round Funding Shortfall Amount, its Pro Rata Proportion of the New Cash Notes First Round Funding Shortfall Amount, if any, and
- (c) where there is a New Cash Notes Second Round Funding Shortfall Amount and it is a Second Round Backstop Provider, its Pro Rata Proportion of the New Cash Notes Second Round Funding Shortfall Amount, if any, and
- (d) where there is a New Cash Notes Third Round Shortfall Funding Amount, the amount of the New Cash Notes that it has voluntarily agreed in writing to purchase (acting in its sole and absolute discretion),

5 20 2 Pro Rata Proportion of the New Senior Private Notes is less than its New Senior Private Notes Backstop Commitment, the Backstop Provider is obliged to participate in the Note Purchase and Subscription for its New Senior Private Notes Backstop Provider Commitment In this case its New Senior Private Notes Commitment shall be its

- (a) Pro Rata Proportion of the New Senior Private Notes, and
- (b) where there is a New Senior Private Notes First Round Funding Shortfall Amount, its Pro Rata Proportion of the New Senior Private Notes First Round Funding Shortfall Amount, if any, and
- (c) where there is a New Senior Private Notes Second Round Funding Shortfall Amount and it is a Second Round Backstop Provider, its Pro Rata Proportion of the New Senior Private Notes Second Round Funding Shortfall Amount, if any, and
- (d) where there is a New Senior Private Notes Third Round Shortfall Funding Amount, the amount of the New Senior Private Notes that it has voluntarily agreed in writing to purchase (acting in its sole and absolute discretion),

5 20 3 Pro Rata Proportion of the New Cash Notes is more than its New Cash Notes Backstop Commitment, the Backstop Provider is entitled, but not obliged to, participate in the Note Purchase and Subscription for its Pro Rata Proportion of the New Cash Notes, in which case its New Cash Notes Commitment shall be its

- (a) Pro Rata Proportion of the New Cash Notes, and
 - (b) where there is a New Cash Notes Third Round Shortfall Funding Amount, the amount of the New Cash Notes that it has voluntarily agreed in writing to purchase (acting in its sole and absolute discretion)
- 5 20 4 Pro Rata Proportion of the New Senior Private Notes is more than its New Senior Private Notes Backstop Commitment, the Backstop Provider is entitled, but not obliged to, participate in the Note Purchase and Subscription for its Pro Rata Proportion of the New Senior Private Notes, in which case its New Senior Private Notes Commitment shall be its
 - (a) Pro Rata Proportion of the New Senior Private Notes, and
 - (b) where there is a New Senior Private Notes Third Round Shortfall Funding Amount, the amount of the New Cash Notes that it has voluntarily agreed in writing to purchase (acting in its sole and absolute discretion).
- 5 21 Where Clause 5 20 3 or 5 20 4 applies and a Backstop Provider wishes to participate in the Note Purchase and Subscription for its Pro Rata Proportion of the New Money Notes, it must, in addition to complying with Clause 5 11, ensure that its Validly Completed Account Holder Letter includes an election to receive its Pro Rata Proportion of the New Cash Notes and/or its Pro Rata Proportion of New Senior Private Notes
- 5 22 Where a Backstop Provider is not a Scheme Creditor, its
 - 5 22 1 New Cash Notes Commitment shall be
 - (a) where there is a New Cash Notes First Round Shortfall Funding Amount, its Pro Rata Proportion of the New Cash Notes First Round Shortfall Amount, if any, and
 - (b) where there is a New Cash Notes Second Round Shortfall Funding Amount and it is a Second Round Backstop Provider, its Pro Rata Proportion of the New Cash Notes Second Round Shortfall Amount, if any, and
 - (c) where there is a New Cash Notes Third Round Shortfall Funding Amount, the amount of the New Cash Notes that it has voluntarily agreed in writing to purchase (acting in its sole and absolute discretion), and
 - 5 22 2 New Senior Private Notes Commitment shall be
 - (a) where there is a New Senior Private Notes First Round Shortfall Funding Amount, its Pro Rata Proportion of the New Cash Notes First Round Shortfall Amount, if any, and
 - (b) where there is a New Senior Private Notes Second Round Shortfall Funding Amount and it is a Second Round Backstop Provider, its Pro

Rata Proportion of the New Cash Notes Second Round Shortfall Amount, if any, and

- (c) where there is a New Cash Notes Third Round Shortfall Funding Amount, the amount of the New Cash Notes that it has voluntarily agreed in writing to purchase (acting in its sole and absolute discretion)

5 23 For the avoidance of doubt, the Scheme Company shall not be entitled to require a Backstop Provider to participate in the

5 23 1 New Cash Notes Purchase for an amount greater than its New Cash Notes Backstop Commitment (even where this is less than its Pro Rata Proportion of the New Cash Notes), and

5 23 2 New Senior Private Notes Subscription for an amount greater than its New Senior Private Notes Backstop Commitment (even where this is less than its Pro Rata Proportion of the New Senior Private Notes)

Submitting a Validly Completed Account Holder Letter

5 24 By submitting the Validly Completed Account Holder Letter in accordance with this Clause 5, each Scheme Creditor, Backstop Provider, Funding Party and Nominated Recipient hereby agrees that

5 24 1 its rights and obligations in connection with the New Cash Notes, including the amount of its Notional New Cash Notes Entitlement and its New Cash Notes Purchaser Holdco Shares Entitlement, shall be determined in accordance with the terms of this Scheme, the New Cash Notes Purchase Agreement, the Capitalised Funding Loans Transfer Agreement and the Holdco Capitalisation Deed,

5 24 2 its rights and obligations in connection with the New Senior Private Notes shall be determined in accordance with the terms of this Scheme and the New Senior Private Notes Issuance Agreement,

5 24 3 it shall be bound by and perform its obligations and liabilities as a New Cash Notes Purchaser under, and as defined in, the New Cash Notes Purchase Agreement,

5 24 4 it shall be bound by and perform its obligations and liabilities as a New Senior Private Notes Subscriber under, and as defined in, the New Senior Private Notes Issuance Agreement, and

5 24 5 it shall promptly take all such action and provide all such information as may be necessary to enable the Scheme Company to complete any blanks and/or update any schedules to the New Cash Notes Purchase Agreement and the New Senior Private Notes Issuance Agreement as the Scheme Company may reasonably consider is required in order to ensure it reflects the terms of the Scheme and the Lock-Up Agreement (provided that in the event of an inconsistency between the Lock-Up Agreement and this Scheme, this Scheme shall prevail).

Submitting a new Validly Completed Account Holder Letter

- 5 25 A Scheme Creditor, Backstop Provider, Funding Party and Nominated Recipient may submit a new Validly Completed Account Holder Letter (or part thereof) to the Information Agent on or prior to the Participation Deadline in place of any Validly Completed Account Holder Letter (or part thereof) previously submitted by it. The last Validly Completed Account Holder Letter (or part thereof) received by the Information Agent on or before the Participation Deadline shall prevail and supersede all other Validly Completed Account Holder Letters (or parts thereof) previously received by the Information Agent from the relevant Scheme Creditor, Backstop Provider, Funding Party or Nominated Recipient (as applicable) and any such previously received Account Holder Letters (or parts thereof) shall become null and void. Subject to Clause 5 27, the last Validly Completed Account Holder Letter (or part thereof) received by the Information Agent on or prior to the Participation Deadline is irrevocable.

General provisions with respect to elections and receipt of final entitlements

- 5 26 Where a Nominated Participant is nominated to participate in the Note Purchase and Subscription by a Non-Backstopping Scheme Creditor or a Backstop Provider, the Nominated Participant shall receive the related Funding Party Final Entitlements. A Nominated Participant must be able to receive the Funding Party Final Entitlements referable to the New Cash Notes and New Senior Private Notes being purchased or subscribed for by it. A Nominated Recipient may not be nominated to receive, and may not receive, any Funding Party Final Entitlements of a Nominated Participant.
- 5 27 The Scheme Company, acting through the Information Agent, may in its sole and absolute discretion, but is not required to, accept a Validly Completed Account Holder Letter (or an amended Validly Completed Account Holder Letter) received after the Participation Deadline but before the issue of the First Entitlement and Commitment Notices, where such Validly Completed Account Holder Letter, or amended Validly Completed Account Holder Letter is required for the purpose of correcting minor, administrative or manifest errors or otherwise enabling a Backstop Provider to comply with its obligations under the Lock-Up Agreement. Where a Validly Completed Account Holder Letter is accepted in accordance with this Clause 5 27, such Validly Completed Account Holder Letter shall be deemed to have been received by the Information Agent on the Participation Deadline for the purposes of this Scheme.
- 5 28 No Backstop Provider Final Entitlements or Funding Party Final Entitlements will be transferred to any person that is a Disqualified Person.

6 CALCULATION AND NOTIFICATION OF ENTITLEMENTS AND FUNDING OF ESCROW ACCOUNTS

Authority to execute Escrow Deed

- 6 1 As soon as reasonably practicable following the Participation Deadline, the Scheme Company shall

- 6 1 1 update the Escrow Deed with the names of each New Cash Notes Purchaser and New Senior Private Notes Subscriber, as notified to it by the Information Agent;
 - 6 1 2 execute the Escrow Deed for itself and on behalf of each Funding Party, Codere Finance, New Codere Finance, Holdco and each Key Executive Purchaser under the authority conferred upon the Scheme Company pursuant to Clause 12 (*Grant of Authority in favour of the Scheme Company and others to execute the Restructuring Documents*) and each Undertaking, and
 - 6 1 3 procure that each of the Existing SFA Agent, the Issuing Bank, Escrow Agent and Information Agent executes the Escrow Deed,
- in each case prior to the calculations to be undertaken in accordance with Clause 6 4
- 6 2 The Escrow Deed shall be released from escrow and become effective immediately upon
 - 6 2 1 the execution of the same for and on behalf of the Funding Parties in accordance with Clause 6 1, or
 - 6 2 2 if later, the date upon which the last party thereto executes the Escrow Deed
 - 6 3 For the avoidance of doubt, all monies paid into the Escrow Accounts in accordance with this Clause 6 shall be held by the Escrow Agent on the terms specified in the Escrow Deed

First round calculation and notification of entitlements and commitments and funding thereof

- 6 4 As soon as reasonably practicable following the Participation Deadline, the Information Agent (in consultation with the Global Coordinator and the Advisers to the Group and the Advisers to the Adhoc Committee) shall, acting reasonably and in good faith, calculate
 - 6 4 1 in respect of each Scheme Creditor (and, where applicable, its Nominated Recipients), its Early Consent Fee (if any), New Second Lien Capitalised Funding Loan Entitlement, New Third Lien Capitalised Funding Loan Entitlement, Key Executive Capitalised Funding Loan Entitlement and Scheme Creditor Final Entitlements,
 - 6 4 2 in respect of each New Cash Notes Purchaser (and, where applicable, its Nominated Recipients), its New Cash Notes Commitment, New Cash Notes Purchase Amount, its New Cash Notes Purchaser Capitalised Funding Loan Entitlement and New Cash Notes Purchaser Holdco Shares Entitlement,
 - 6 4 3 in respect of each New Cash Notes Backstop Provider (and, where applicable, its Nominated Recipients), its New Cash Notes Backstop Provider Capitalised Funding Loan Entitlement, New Cash Notes Backstop Provider Holdco Shares Entitlement and New Cash Notes Backstop Provider Premium Entitlement, and
 - 6 4 4 in respect of each New Senior Private Notes Subscriber (and, where applicable, its Nominated Recipients), its New Senior Private Notes Commitment, New

Senior Private Notes Subscription Amount and New Senior Private Notes Entitlement,

- 6 4 5 in respect of each New Senior Private Notes Backstop Provider (and, where applicable, its Nominated Recipients), its New Senior Private Notes Backstop Provider Capitalised Funding Loan Entitlement, New Senior Private Notes Backstop Provider Holdco Shares Entitlement and its New Senior Private Notes Backstop Provider Premium Entitlement, and
- 6 4 6 in respect of the Global Coordinator, the Global Coordinator Funding Loan Entitlement
- 6 5 As soon as reasonably practicable following the finalisation of the calculations referred to in Clause 6 4, the Information Agent shall
- 6 5 1 notify the Global Coordinator of the Global Coordinator Funding Loan Entitlement, and
- 6 5 2 through the Clearing Systems and/or the account and notice details specified in the Validly Completed Account Holder Letters, notify
- (a) each Scheme Creditor (and, where applicable, its Nominated Recipient(s)) of each of the calculations referenced in Clause 6 4 1,
 - (b) each New Cash Notes Purchaser (and, where applicable, its Nominated Recipient(s)) of each of the calculations referenced in Clause 6 4 2,
 - (c) each New Cash Notes Backstop Provider (and, where applicable, its Nominated Recipient(s)) of each of the calculations referenced in Clause 6 4 3,
 - (d) each New Senior Private Notes Subscriber (and, where applicable, its Nominated Recipient(s)) of each of the calculations referenced in Clause 6 4 4,
 - (e) each New Senior Private Notes Backstop Provider (and, where applicable, its Nominated Recipient(s)) of each of the calculations referenced in Clause 6 4 5,
- and provide such parties, where relevant, with the details of the USD Escrow Account, each such notice being a **"First Entitlement and Commitment Notice"** and, together, the **"First Entitlement and Commitment Notices"** Each First Entitlement and Commitment Notice shall, in the absence of manifest error, be binding on its recipient
- 6 6 As soon as reasonably practicable following the issue of the First Entitlement and Commitment Notices, and provided that the Scheme Company is able to give the confirmations set out therein, the Scheme Company shall issue the Funding CP Satisfaction Notice to the Information Agent
- 6 7 As soon as reasonably practicable following receipt of the Funding CP Satisfaction Notice, the Information Agent shall, through the account and notice details specified

in Validly Completed Account Holder Letters, deliver a notice (the "**First Funding Notice**") to

6 7 1 each Scheme Creditor who has elected to participate in the Note Purchase and Subscription which holds its Existing Notes in Euroclear or Clearstream and which has not appointed a Nominated Participant to confirm that the Information Agent shall request such Scheme Creditor's Account Holder at Euroclear or Clearstream to deposit the applicable Purchase and Subscription Amount into the USD Escrow Account in cleared funds by no later than the third Business Day following the date of the First Funding Notice (the "**First Funding Date**") Such Scheme Creditor hereby irrevocably agrees to:

- (a) the Information Agent making such request of its Account Holder,
- (b) its Account Holder complying with such request, and
- (c) ensure that there are sufficient funds deposited with its Account Holder on or prior to the First Funding Date to enable such request to be carried out, and

6 7 2 each other Funding Party requiring such Funding Party to deposit its Purchase and Subscription Amount into the USD Escrow Account in cleared funds on or prior to the First Funding Date Such Funding Party shall ensure that its Purchase and Subscription Amount shall be deposited, in clear funds, into the USD Escrow Account on or prior to the First Funding Date, and

6 7 3 the Key Executive Purchasers requiring them to deposit (or procure the deposit of) the Key Executives Cash Consideration in clear funds into the EUR Escrow Account by no later than on the First Funding Date The Key Executive Purchasers shall ensure that the Key Executives Cash Consideration is deposited, in clear funds, into the EUR Escrow Account on or prior to the First Funding Date,

6 8 By no later than 11 00 a.m. on the Business Day following the First Funding Date, the Escrow Agent shall notify the Scheme Company, the Information Agent and the Global Coordinator of the balance (in cleared funds) in the USD Escrow Account ("**First Funding Confirmation Notice**") If the First Funding Confirmation Notice confirms that the balance (in cleared funds) deposited into the USD Escrow Account is

6 8 1 at least equal to the Required Escrow Funding Amount, the Funding Condition shall be satisfied and Clause 6 21 shall apply, or

6 8 2 less than the Required Escrow Funding Amount (the difference between such amounts being the "**Second Round Funding Shortfall Amount**"), Clauses 6 9 to 6 16 shall apply

Second calculation and notification of entitlements and commitments in the event of a Second Round Funding Shortfall Amount and funding thereof

- 6 9 The Information Agent, for and on behalf of the Scheme Company, shall be entitled to request that each Second Round Backstop Provider (or Nominated Participants thereof) further participate in
- 6 9 1 the purchase of the New Cash Notes for its Pro Rata Proportion of the New Cash Notes Second Round Funding Shortfall Amount, and
- 6 9 2 the subscription for the New Senior Private Notes for its Pro Rata Proportion of the New Senior Private Notes Second Round Funding Shortfall Amount,
- (or, in the case of a Nominated Participant, its share of each such amount as specified in the Account Holder Letter)
- 6 10 In the event that the Information Agent determines that, even if all Unsatisfied Backstop Commitments are funded by the Second Round Backstop Providers (or their Nominated Participants) the balance in the USD Escrow Account would be less than 97.5% of the Required Escrow Funding Amount, the Scheme Company may give notice in accordance with Clause 6 18
- 6 11 As soon as reasonably practicable following the issue of the First Funding Confirmation Notice confirming that there is a Second Round Funding Shortfall Amount (but by no later than 5 00 p.m. on the Business Day following the First Funding Date), the Information Agent (in consultation with the Global Coordinator, the Advisers to the Group and the Advisers to the Adhoc Committee) shall, acting reasonably and in good faith, re-calculate the entitlements and commitments of each Scheme Creditor, New Cash Notes Purchaser, New Cash Notes Backstop Provider, New Senior Private Notes Subscriber, New Senior Private Notes Backstop Provider and Nominated Recipient (as described in Clause 6 4), taking into account
- 6 11 1 any call to be made against a Second Round Backstop Provider in accordance with Clause 6 9, and
- 6 11 2 the exclusion of any Failed Funding Party in accordance with Clause 6 19
- 6 12 Holdco, the Scheme Company and each Existing Notes Guarantor hereby reserves such rights as it may have against a Failed Funding Party for failing to ensure that its Purchase and Subscription Amount is deposited into the USD Escrow Account in clear funds by the First Funding Date in accordance with Clause 6 7
- 6 13 As soon as reasonably practicable following the finalisation of the calculations referred to in Clause 6 11 and provided that the Scheme Company is able to give the confirmations set out therein, the Scheme Company shall issue the Updated Funding CP Satisfaction Notice to the Information Agent
- 6 14 As soon as reasonably practicable following receipt of the Updated Funding CP Satisfaction Notice (but by no later than 5 00 p.m. on the Business Day following the date on which the Updated Funding CP Satisfaction Notice is given), the Information Agent shall through the account and notice details specified in Validly Completed Account Holder Letters, notify.

- 6 14 1 each Scheme Creditor (and, where applicable, its Nominated Recipient(s)) of its Early Consent Fee (if any) and its updated New Second Lien Capitalised Funding Loan Entitlement, New Third Lien Capitalised Funding Loan Entitlement, Key Executive Capitalised Funding Loan Entitlement and Scheme Creditor Final Entitlements,
- 6 14 2 each New Cash Notes Purchaser (and, where applicable, its Nominated Recipient(s)) of its updated New Cash Notes Commitment, New Cash Notes Purchase Amount, New Cash Notes Purchaser Capitalised Funding Loan Entitlement and New Cash Notes Purchaser Holdco Shares Entitlement,
- 6 14 3 each New Cash Notes Backstop Provider (and, where applicable, its Nominated Recipient(s)) of its updated New Cash Notes Backstop Provider Capitalised Funding Loan Entitlement, New Cash Notes Backstop Provider Holdco Shares Entitlement and New Cash Notes Backstop Provider Premium Entitlement,
- 6 14 4 each New Senior Private Notes Subscriber (and, where applicable, its Nominated Recipient(s)) of its updated New Senior Private Notes Commitment, New Senior Private Notes Subscription Amount and New Senior Private Notes Entitlement,
- 6 14 5 each New Senior Private Notes Backstop Provider (and, where applicable, its Nominated Recipient(s)) of its updated New Senior Private Notes Backstop Provider Capitalised Funding Loan Entitlement, New Senior Private Notes Backstop Provider Holdco Shares Entitlement and New Senior Private Notes Backstop Provider Premium Entitlement,
- 6 14 6 each Scheme Creditor who is a Second Round Backstop Provider and which holds its Existing Notes in Euroclear or Clearstream and which has not appointed a Nominated Participant that the Information Agent shall request that such Scheme Creditor's Account Holder deposit, by no later than the third Business Day following the date of the Second Entitlement, Commitment and Funding Notice (the "**Second Funding Date**"), any difference between the amount previously deposited by it into the USD Escrow Account in cleared funds in respect of its Purchase and Subscription Amount and its updated Purchase and Subscription Amount. Such Scheme Creditor hereby irrevocably agrees to
- (a) the Information Agent making such request of its Account Holder on or prior to the Second Funding Date, and
 - (b) its Account Holder complying with such request, and
 - (c) ensure that there are sufficient funds deposited with its Account Holder on or prior to the Second Funding Date to enable such request to be carried out, and
- 6 14 7 each other Funding Party who is a Second Round Backstop Provider that such other Funding Party must ensure that it deposits any difference between the amount previously deposited by it into the USD Escrow Account in cleared

funds on or prior to the First Funding Date and the updated Purchase and Subscription Amount by no later than the Second Funding Date,

each such notice being a "**Second Entitlement, Commitment and Funding Notice**" and, together, the "**Second Entitlement, Commitment and Funding Notices**", which shall each, in the absence of manifest error, be binding on all recipients

6 15 By no later than 5 00 p m on the Business Day following the Second Funding Date, the Escrow Agent shall notify the Scheme Company, the Information Agent and the Global Coordinator of the balance (in cleared funds) in the USD Escrow Account (the "**Second Funding Confirmation Notice**")

6 16 If the Second Funding Confirmation Notice confirms that the balance (in cleared funds) deposited into the USD Escrow Account is equal to or more than 97 5% of the Required Escrow Funding Amount, the Funding Condition shall be satisfied and Clause 6 21 shall apply

6 17 If the Second Funding Confirmation Notice confirms that the balance (in cleared funds) in the USD Escrow Account is less than 97 5% of the Required Escrow Funding Amount, Clause 6 18 shall apply

6 18 Where this Clause applies, the Scheme Company shall, as soon as reasonably practicable, give notice to the Scheme Creditors, Backstop Providers and the Funding Parties (through the Information Agent):

6 18 1 that the balance (in cleared funds) in the USD Escrow Account is, or is anticipated to be, less than 97 5% of the Required Escrow Funding Amount (the difference between 97 5% of the Required Escrow Funding Amount and the balance, in clear funds, in the USD Escrow Account being the "**Third Round Funding Shortfall Amount**"), and

6 18 2 that either

(a) this Scheme is terminated, in which case Clause 11 (*Termination of the Scheme*) shall apply, or

(b) it intends to request that any one or more of the Scheme Creditors or Backstop Providers (such Scheme Creditors or Backstop Providers to be determined at the Scheme Company's sole and absolute discretion) purchase further New Cash Notes and subscribe for further New Senior Private Notes up to the Third Round Funding Shortfall Amount For the avoidance of doubt, there shall be no obligation on such Scheme Creditors or Backstop Providers to purchase further New Cash Notes nor subscribe for New Senior Private Notes and each Scheme Creditor and Backstop Provider shall be entitled to act in its sole and absolute discretion in determining whether or not to do so) Where the Scheme Company gives notice in accordance with this Sub-clause (b), in the event that

(i) 97 5% of the Required Escrow Funding Amount is not in the USD Escrow Account on the 7th Business Day following the

date of such notice, this Scheme shall terminate and the Scheme Company (through the Information Agent) shall promptly notify the Scheme Creditors, Backstop Providers, Funding Parties and Nominated Recipients that this Scheme has terminated and Clause 11 (*Termination of the Scheme*) shall apply, or

- (ii) 97.5% of the Required Escrow Funding Amount is in the USD Escrow Account on or before the 7th Business Day following the date of such notice, the Funding Condition shall be satisfied and Clause 6.21 shall apply

Failed Funding Parties

6.19 A Failed Funding Party

6.19.1 shall not be entitled to participate in the Note Purchase and Subscription (and shall not be entitled to receive any Funding Party Final Entitlements), and

6.19.2 shall be excluded from the recalculation conducted by the Information Agent in accordance with Clause 6.11, and

6.20 A Backstop Provider who becomes a Failed Funding Party (or who nominates a Nominated Participant which becomes a Failed Funding Party) shall not be entitled to receive any Backstop Provider Final Entitlements

Satisfaction of the Funding Condition

6.21 Promptly following the satisfaction of the Funding Condition in accordance with Clause 6.8, 6.16 or 6.18.2(b)(ii), the Scheme Company shall

6.21.1 acting through the Information Agent, notify the Scheme Creditors, the Backstop Providers, the Funding Parties, the Nominated Recipients and the Key Executive Purchasers of the same,

6.21.2 execute on behalf of each Backstop Provider, Funding Party and Nominated Recipient (in its capacity as such) under the authority conferred upon the Scheme Company pursuant to each Backstop Provider Undertaking, Funding Party Undertaking and/or Nominated Recipient Undertaking (as applicable) each Non-notarised Restructuring Document which was executed in accordance with Clause 3 above but which remains unsigned in respect of such parties in accordance with Clause 3.3. Each such executed Non-notarised Restructuring Document shall be held in escrow and shall only become effective in accordance with Clause 7 (*Restructuring Steps and the Implementation Date*) unless otherwise stated in this Scheme or the relevant Non-notarised Restructuring Document,

6.21.3 finalise each other Non-notarised Restructuring Document with the information available following the calculation and notification of entitlements and the funding of the Escrow Accounts in accordance with this Clause 6 and, subject to Clause 3.2, execute such Non-notarised Restructuring Document on behalf of Codere Finance, Holdco, each Scheme Creditor, Backstop Provider, Funding

Party, Key Executive Purchaser and Nominated Recipient under the authority conferred upon the Scheme Company pursuant to Clause 12 (*Grant of Authority in favour of the Scheme Company and others to execute the Restructuring Documents*) or an Undertaking (as applicable) Each such executed Non-notarised Restructuring Document shall be held in escrow and shall only become effective in accordance with Clause 7 (*Restructuring Steps and the Implementation Date*) unless otherwise stated in this Scheme or the relevant Non-notarised Restructuring Document,

6 21 4 finalise the Shareholders' Agreement with the information available following the calculation and notification of entitlements and the funding of the Escrow Accounts in accordance with this Clause 6 and, subject to Clause 3 2

- (a) execute such agreement on behalf of the Key Executives, Key Executive Purchasers, Scheme Creditors, Backstop Providers, Funding Parties in each case under the authority conferred upon the Scheme Company pursuant to Clause 12 (*Grant of Authority in favour of the Scheme Company and others to execute the Restructuring Documents*), its Key Executives Undertaking, its Key Executive Purchaser Undertaking, its Backstop Provider Undertaking, its Funding Party Undertaking and/or its Nominated Recipients Undertaking (as applicable), and
- (b) execute the Shareholders' Agreement Holdco Accession Letter on behalf of Holdco under the authority conferred upon the Scheme Company pursuant to the Holdco Undertaking,

provided that such executed Shareholders' Agreement and Shareholders' Agreement Holdco Accession Letter shall be held in escrow and shall only become effective in accordance with Clause 7 (*Restructuring Steps and the Implementation Date*) unless otherwise stated in this Scheme or the Shareholders' Agreement Holdco Accession Letter,

6 21 5 deliver a copy of the Closing Funds Flow,

6 21 6 acting through the Information Agent, notify

- (a) the Holdco Shares Settlement Agent of
 - (i) the aggregate Holdco Shares Entitlement to be transferred to
 - (A) BNP in its capacity as custodian for Euroclear at Iberclear on behalf of the Euroclear Transferee Lenders,
 - (B) BBVA in its capacity as custodian for Clearstream at Iberclear on behalf of the Clearstream Transferee Lenders,
 - (C) BBVA in its capacity as custodian for Clearstream at Iberclear on behalf of the DTC Transferee Lenders, and

- (D) BBVA in its capacity as custodian for Clearstream at Iberclear on behalf of the Holding Period Trustee, who shall hold such Holdco Shares Entitlement on trust, in accordance with Clause 10 (*Holding Period Trust in respect of Final Entitlements*), for each Transferee Lender who is not a Euroclear Transferee Lender, Clearstream Transferee Lender or DTC Transferee Lender,
- (ii) the Global Coordinator Entitlement to be transferred to the Global Coordinator's Iberclear Account Holder,
- (b) each Account Holder at Iberclear nominated by a Key Executive Purchaser of
 - (i) the Key Executive Shares Cash Entitlements of all Scheme Creditors that are Euroclear Transferee Lenders and that are selling Key Executive Shares to such Key Executive Purchaser in accordance with the Key Executive Share Purchase Agreement,
 - (ii) the Key Executive Shares Cash Entitlements of all Scheme Creditors that are Clearstream Transferee Lenders that are selling Key Executive Shares to such Key Executive Purchaser in accordance with the Key Executive Share Purchase Agreement, and
 - (iii) the Key Executive Shares Cash Entitlements of all Scheme Creditors that are neither Euroclear Transferee Lenders nor Clearstream Transferee Lenders but whose Key Executive Shares are being sold to such Key Executive Purchaser in accordance with the Key Executive Share Purchase Agreement,
- (c) Euroclear of the Holdco Shares Entitlement of each Euroclear Transferee Lender,
- (d) Clearstream of the Holdco Shares Entitlement
 - (i) of each Clearstream Transferee Lender,
 - (ii) of each DTC Transferee Lender, and
 - (iii) to be transferred to the Holding Period Trustee,
- (e) the New Senior Private Notes Agent of the identity of each New Senior Private Notes Subscriber (or Nominated Recipient) and the New Senior Private Notes Entitlement of each New Senior Private Notes Subscriber (or Nominated Recipient), and
- (f) the New Notes Trustee of the New Notes to be issued to each Scheme Creditor or Nominated Recipient

7 RESTRUCTURING STEPS AND THE IMPLEMENTATION DATE

Satisfaction or waiver of the Scheme Completion Conditions

- 7 1 The Scheme Company shall seek to satisfy the Scheme Completion Conditions and give notice of the Implementation Date as soon as reasonably practicable following the Scheme Lodgement Date
- 7 2 Each Scheme Completion Condition, save a Non-waivable Scheme Completion Condition, may be waived
- 7 2 1 in the case of a Scheme Completion Condition referred to in paragraphs (c), (e), (f), (m) and (n) with the consent of Holdco in consultation with the Global Coordinator and the Majority Scheme Creditors, and
- 7 2 2 in the case of a Scheme Completion Condition referred to in paragraphs (d), (g), (h), (k) and (l) with the consent of Holdco in consultation with the Global Coordinator, 75% by value of Scheme Creditors and 75% by value of Backstop Providers
- 7 3 Upon, or as soon as reasonably practicable following, the date of satisfaction or waiver of the Scheme Completion Conditions, the Scheme Company, through the Information Agent, shall issue a notice to the Scheme Creditors, the Backstop Providers, the Funding Parties, the Existing Notes Trustees and the New Senior Private Notes Agent confirming that all Scheme Completion Conditions have been satisfied (or will be satisfied subject to completion of the Restructuring Steps) or have otherwise been waived in accordance with Clause 7 2

Restructuring Steps General

- 7 4 Each Scheme Party hereby agrees that
- 7 4 1 the Restructuring Steps shall be taken in the order set out in Clause 7 5,
- 7 4 2 save where otherwise stated in Clause 7 5, each Restructuring Step shall be taken as soon as reasonably practicable following the completion of the previous Restructuring Step, and
- 7 4 3 in the event that any Restructuring Step is not completed, no subsequent Restructuring Step may occur

Implementation of the Restructuring Steps

- 7 5 Subject to Clause 7 8, as soon as reasonably practicable on or after the Implementation Date, the following steps shall be taken
- 7 5 1 **Issue and subscription for the New Senior Private Notes and the New Notes**
- (a) the New Senior Private Notes Issuance Agreement shall be executed and notarised and shall become effective,

- (b) the New Senior Private Notes Issuance Request shall be delivered by New Codere Finance to the New Senior Private Notes Agent, upon which time New Codere Finance shall issue the New Senior Private Notes to the New Senior Private Notes Subscribers by crediting such amounts in the applicable noteholder register maintained by the New Senior Private Notes Agent,
- (c) the New Senior Private Notes Subscribers shall instruct the Scheme Company to, and the Scheme Company shall, deliver the New Senior Private Notes Escrow Payment Notice to the Escrow Agent, following which the Escrow Agent shall hold the amount deposited into the USD Escrow Account by the New Senior Private Notes Subscribers in respect of the subscription for New Senior Private Notes in accordance with the Escrow Deed on trust for the benefit of New Codere Finance thereby satisfying the obligations of the New Senior Private Notes Subscribers in respect of their subscription for the New Senior Private Notes,
- (d) the New Notes Subscription Agreement and the New Notes Indentures shall be released from escrow, dated and shall become effective pursuant to which New Codere Finance shall issue the New Notes to Codere Finance by crediting the amount of the New Notes to the account of Codere Finance in the relevant Clearing System in consideration for a new interest bearing loan for the same nominal amount to be owed by Codere Finance to New Codere Finance (the "**New Notes Subscription Intercompany Loan**"), and
- (e) the New Intercreditor Agreement shall be executed and notarised and shall become effective

7.5.2 Sale and purchase of the New Cash Notes

- (a) the New Cash Notes Purchase Agreement shall be released from escrow, dated and become effective, pursuant to which Codere Finance shall sell the New Cash Notes to the New Cash Notes Purchasers, but subject always to the reallocation detailed in Clause 7.5.5(a) below,
- (b) the New Cash Notes Purchasers shall instruct the Scheme Company to, and the Scheme Company shall, deliver the New Cash Notes Escrow Payment Notice to the Escrow Agent pursuant to which the Escrow Agent shall be instructed to hold the amount deposited into the USD Escrow Account by the New Cash Notes Purchasers in respect of their purchase of New Cash Notes (the "**New Cash Notes Escrow Amount**") on trust for the benefit of Codere Finance, thereby satisfying the obligations of the New Cash Notes Purchasers to Codere Finance in respect of their purchase of the New Cash Notes under the New Cash Notes Purchase Agreement,
- (c) immediately following the New Cash Notes Escrow Amount being held on trust for the benefit of Codere Finance, Codere Finance, under the terms of the Escrow Deed, shall instruct the Escrow Agent to hold

the New Cash Notes Escrow Amount on trust for the benefit of New Codere Finance. New Codere Finance and Codere Finance agree that the holding of the New Cash Notes Escrow Amount by the Escrow Agent on trust for the benefit of New Codere Finance in accordance with the Escrow Deed shall satisfy Codere Finance's repayment obligation to New Codere Finance under the New Notes Subscription Intercompany Loan by an amount equal to the New Cash Notes Escrow Amount,

- (d) the Continuing Funding Loans Transfer Agreement shall be released from escrow and become effective. Pursuant to this agreement Codere Finance shall transfer to New Codere Finance all of its rights in respect of the Continuing Funding Loans thereby satisfying its repayment obligations in respect of the New Notes Subscription Intercompany Loan for an equal amount,

7.5.3 Transfer of the Exchange Existing Notes

- (a) The Existing Notes Trustee, on behalf of, and acting on the instructions of the Scheme Creditors which are hereby given, shall deliver a written instruction to the Registrar (as defined in the Existing Indentures) and the Clearing Systems to
 - (i) debit from the Scheme Creditors' custody accounts (or their respective Account Holders' custody accounts) all Book Entry Interests in relation to the Exchange Existing Notes held by the Scheme Creditors,
 - (ii) credit Codere Finance's custody account all Book Entry Interests in relation to the Exchange Existing Notes that were debited in accordance with clause (i) above, and
 - (iii) authorise the cancellation of all the Book Entry Interests in relation to the Exchange Existing Notes in Codere Finance's custody account (that were credited in accordance with clause (ii) above), as described, and at the time set out in, Clause 7.5.11 below
- (b) For the avoidance of doubt, each Scheme Creditor hereby transfers to Codere Finance and each Existing Notes Guarantor hereby acknowledges and agrees to the transfer to Codere Finance, of the benefit of all guarantees given in respect of the Exchange Existing Notes transferred in accordance with this Clause 7.5.3 (the transfer of the benefit of such guarantees to take place simultaneously with the transfer of such Exchange Existing Notes)

7.5.4 Transfer of the Capitalised Existing Notes in consideration for the transfer of the Capitalised Funding Loan Entitlements

- (a) The Existing Notes Trustee, on behalf of, and acting on the instructions of the Scheme Creditors which are hereby given, shall deliver a written

instruction to the Registrar (as defined in the Existing Indentures) and the Clearing Systems to

- (i) debit from the Scheme Creditors' custody accounts (or their respective Account Holders' custody accounts) all Book Entry Interests in relation to the Capitalised Existing Notes held by the Scheme Creditors,
 - (ii) credit Codere Finance's custody account all Book Entry Interests in relation to the Capitalised Existing Notes that were debited in accordance with clause (i) above, and
 - (iii) authorise the cancellation of all remaining Book Entry Interests in relation to the Capitalised Existing Notes in Codere Finance's custody account (that were credited in accordance with clause (ii) above), as described, and at the time set out in, Clause 7.5.11 below
- (b) For the avoidance of doubt, each Scheme Creditor hereby transfers to Codere Finance and each Existing Notes Guarantor hereby acknowledges and agrees to the transfer to Codere Finance, of the benefit of all guarantees given in respect of the Capitalised Existing Notes transferred in accordance with this Clause 7.5.4 (the transfer of the benefit of such guarantees to take place simultaneously with the transfer of such Capitalised Existing Notes)

7.5.5 Transfer of the New Notes

- (a) Codere Finance shall instruct its Account Holder at the relevant Clearing System to credit the account of each Scheme Creditor in respect of whom a Validly Completed Account Holder Letter was received by the Information Agent on or before the Participation Deadline (or to its validly appointed Nominated Recipients)
 - (i) the aggregate principal amount of New Second Lien Notes equal to its Reallocated New Second Lien Notes Entitlement, and
 - (ii) the aggregate principal amount of New Third Lien Notes equal to its Reallocated New Third Lien Notes Entitlement,
- (b) where
 - (i) the Information Agent did not receive a Validly Completed Account Holder Letter in respect of a Scheme Creditor and/or its Nominated Recipient on or before the Participation Deadline, or
 - (ii) a Scheme Creditor (or its Nominated Recipient) is otherwise unable to receive any Reallocated New Notes Entitlements,

Codere Finance shall instruct the its Account Holder to transfer the Reallocated New Notes Entitlements of that Scheme Creditor (or its Nominated Recipient) to the Holding Period Trustee Account Holder, who shall hold the same in accordance with Clause 10,

7 5 6 Transfer of the Holdco Capitalised Funding Loans

- (a) the Capitalised Funding Loans Transfer Agreement shall be released from escrow and shall become effective Pursuant to such agreement, Codere Finance shall transfer its rights under the Holdco Capitalised Funding Loans to the parties listed below (each a "**Transferee Lender**"), for the amount specified below in consideration for each Scheme Creditor having instructed the Existing Notes Trustees to deliver to Codere Finance for cancellation the Capitalised Existing Notes in accordance with Clause 7 5 4 above
 - (i) 61 311% of the Holdco Capitalised Funding Loans shall be transferred to the New Cash Notes Purchasers or, if relevant, their Nominated Recipients (the "**New Cash Notes Purchaser Capitalised Funding Loan**") Each New Cash Notes Purchaser shall be entitled to receive its New Cash Notes Purchaser Capitalised Funding Loan Entitlement, subject however to sub Clauses (b) and 7 5.7 below,
 - (ii) 4 007% of the Holdco Capitalised Funding Loans shall be transferred to the Scheme Creditors (or, if relevant, their Nominated Recipients) to be reallocated New Second Lien Notes (the "**New Second Lien Capitalised Funding Loan**") Each Scheme Creditor shall be entitled to receive its New Second Lien Capitalised Funding Loan Entitlement, subject however to sub Clauses (b) and 7 5 7 below,
 - (iii) 2 004% of the Holdco Capitalised Funding Loans shall be transferred to the Scheme Creditors (or, if relevant, their Nominated Recipients) to be reallocated New Third Lien Notes (the "**New Third Lien Capitalised Funding Loans**") Each Scheme Creditor shall be entitled to receive its New Third Lien Capitalised Funding Loans Entitlement, subject however to sub Clauses (b) and 7 5 7 below,
 - (iv) 19 614% of the Holdco Capitalised Funding Loans shall be transferred to the Scheme Creditors or, if relevant, their Nominated Recipients (the "**Key Executive Capitalised Funding Loan**") Each Scheme Creditor shall be entitled to receive its Key Executives Capitalised Funding Loan Entitlement, subject however to sub Clauses (b) and 7.5 7 below,
 - (v) 10 018% of the Holdco Capitalised Funding Loans shall be transferred to the New Cash Notes Backstop Providers or, if relevant, their Nominated Participants or Nominated Recipients

(the **"New Cash Notes Backstop Provider Capitalised Funding Loan"**) Each New Cash Notes Backstop Provider shall be entitled to receive its New Cash Notes Backstop Provider Capitalised Funding Loans Entitlement, subject however to sub Clauses (b) and 7 5 7 below,

(vi) 1 002% of the Holdco Capitalised Funding Loans shall be transferred to the New Senior Private Notes Backstop Providers or, if relevant, their Nominated Participants or Nominated Recipients (the **"New Senior Private Notes Backstop Provider Capitalised Funding Loan"**) Each New Senior Private Notes Backstop Provider shall be entitled to receive its New Senior Private Notes Backstop Provider Capitalised Funding Loan Entitlement, subject however to sub Clauses (b) and 7 5 7 below, and

(vii) 2 044% of the Holdco Capitalised Funding Loans shall be transferred to the Global Coordinator (the **"Global Coordinator Capitalised Funding Loan"**),

(b) the Holdco Capitalisation Demand shall be released from escrow and become effective In accordance with the terms of the Holdco Capitalisation Demand, each Transferee Lender shall demand from Holdco the immediate repayment of the portion of the Holdco Capitalised Funding Loans owed to it, and

(c) Holdco shall procure that the Holdco Capitalisation Deed shall be executed as a public deed, and

(d) Holdco shall deliver the Holdco Capitalisation Deed to the Spanish Mercantile Registry for registration as soon as reasonably practicable

7 5 7 Sale and purchase of the Key Executive Holdco Shares to the Key Executive Purchasers

(a) Simultaneously with the execution as a public deed of the Holdco Capitalisation Deed, the Key Executive Share Purchase Agreement shall be released from escrow, dated and shall become effective,

(b) simultaneously with the delivery of the Holdco Capitalisation Deed to the Spanish Mercantile Registry, and pending such registration, the Sale and Purchase Instruction shall be released from escrow, dated and delivered by the Scheme Company to the addressees specified therein Pursuant to the Sale and Purchase Instruction

(i) the Scheme Creditors, Nominated Recipients and the Holding Period Trustee will irrevocably instruct BEKA to effect the sale of the Key Executive Holdco Shares on the Trading Date (the **"Sale Order"**),

- (ii) the Key Executive Purchasers will irrevocably instruct BEKA to effect the purchase of the Key Executive Holdco Shares on the Trading Date (the "**Purchase Order**"),
- (iii) the Scheme Creditors, Nominated Recipients and Holding Period Trustee, being the legal owners of the Key Executive Holdco Shares, (acting through the Information Agent) will instruct
 - (A) Euroclear to instruct BNP (in its capacity as Euroclear's Account Holder at Iberclear) and
 - (B) Clearstream to instruct BBVA (in its capacity as Clearstream's Account Holder at Iberclear),
 to accept the Sale Order,
- (iv) each Key Executive Purchaser shall irrevocably instruct its Account Holder at Iberclear to accept the Purchase Order, and
- (v) the sale and purchase of the Key Executive Holdco Shares shall be settled on the last trade day of the Iberclear settlement cycle,
- (c) simultaneously with the execution and notarisation of the Holdco Capitalisation Deed, the Shareholders' Agreement shall be released from escrow, dated and shall become immediately effective between the Investor Shareholders (as defined therein), the Key Executive Purchasers and the Key Executives,
- (d) the Monitoring Deed shall be executed and become immediately effective,
- (e) upon registration of the Holdco Capitalisation Deed with the Spanish Mercantile Registry, Holdco shall deliver a copy of such registered deed to
 - (i) the CNMV (together with the Prospectus);
 - (ii) Madrid Stock Exchange as head stock exchange for the other stock exchanges, namely Barcelona, Bilbao and Valencia ("**Spanish Stock Exchanges**") together with the listing application document, and
 - (iii) Iberclear,
- (f) upon book entries representing the Holdco Capitalisation Shares being created, Holdco shall instruct the Holdco Shares Settlement Agent to instruct Iberclear to transfer to
 - (i) BNP (as custodian for Euroclear at Iberclear) the Holdco Shares Entitlements of all Euroclear Transferee Lenders (as notified to it in accordance with Clause 6.21.6(a)(i)(A)),

- (ii) BBVA (as custodian for Clearstream at Iberclear) the Holdco Shares Entitlements of all Clearstream Transferee Lenders (as notified to it in accordance with Clause 6.21.6(a)(i)(B)),
- (iii) BBVA (as custodian for Clearstream at Iberclear), on behalf of the DTC Transferee Lender Agent the Holdco Shares Entitlements of the DTC Transferee Lenders (as notified to it in accordance with Clause 6.21.6(a)(i)(C)), and
- (iv) BBVA (as custodian for Clearstream at Iberclear), on behalf of the Holding Period Trustee, the Holdco Shares Entitlements of all Transferee Lenders who are not Euroclear Transferee Lenders, Clearstream Transferee Lenders nor DTC Transferee Lenders (as notified to it in accordance with Clause 6.21.6(a)(i)(D)), and

in each case in full and final satisfaction of the amounts demanded by each Transferee Lender pursuant to the Holdco Capitalisation Demand,

- (g) upon the CNMV and the Spanish Stock Exchanges approving the listing of the Holdco Capitalisation Shares and the commencement of trading in respect of such shares, the Sale Order and the Purchase Order shall take effect (as per the Sale and Purchase Instruction given in accordance with paragraph (b) above)

7.5.8 Cash Collateralisation of the Existing LCs

- (a) The Cash Collateral Agreement and the Cash Collateral Fee Letter shall be released from escrow, dated and shall become effective,
- (b) The Cash Collateral Security Agreement shall be released from escrow, dated and shall become effective, and
- (c) New Codere Finance shall issue the Existing LC Currency Conversion and Payment Notice to the Escrow Agent and, in accordance with such notice, the Escrow Agent shall instruct the Bank to
 - (i) purchase the Euro amount specified therein with the required amount of USD from the USD Escrow Account, and
 - (ii) pay the Euros so purchased into the Cash Collateral Account,

7.5.9 Repayment of the Existing SFA and payment of the Fee Amounts

- (a) the New Codere Finance-Holdco Loan Agreement shall be released from escrow, dated and become effective and Holdco shall give notice of the same to the Escrow Agent. Pursuant to the New Codere Finance-Holdco Loan Agreement, New Codere Finance shall loan to Holdco the amount standing to the credit of the Escrow Accounts and being held on trust for the benefit of New Codere Finance. Pursuant to the Escrow Deed, New Codere Finance will instruct the Escrow Agent

to hold all monies loaned under the New Codere Finance-Holdco Loan Agreement for the benefit of Holdco,

- (b) Holdco shall
 - (i) deliver the SFA Amount Currency Conversion and Payment Notice to the Escrow Agent and, in accordance with such notice, the Escrow Agent shall instruct the Bank to
 - (A) purchase the Euro amount specified therein with the required amount of USD from the USD Escrow Account, and
 - (B) pay into the Existing SFA Agency Account the Existing SFA Amount,
- (c) Holdco shall deliver the Fee Amount Currency Conversion Notice to the Escrow Agent and, in accordance with such notice, the Escrow Agent shall instruct the Bank to
 - (i) purchase an amount of Euros equal to the aggregate Euro Fee Amounts using the required amount of USD from the USD Escrow Account, and
 - (ii) pay the Euros so purchased into the EUR Escrow Account,
- (d) the Holdco-Codere Finance Loan Agreement shall be released from escrow and become effective and Holdco shall give notice of the same to the Escrow Agent Pursuant to such agreement, Holdco shall loan to Codere Finance the amount required to discharge the Fee Amounts Pursuant to the Escrow Deed, the Escrow Agent will, therefore, be instructed by Holdco to hold the EUR Fee Amount credited to the EUR Escrow Account and an amount equal to the USD Fee Amount for the benefit of Codere Finance
- (e) Codere Finance shall issue the Closing Funds Flow Escrow Payment Notice to the Escrow Agent and, upon receipt, the Escrow Agent shall pay each Fee Amount from the relevant Escrow Account to each Fee Amount Recipient Pending such payment, each such Fee Amount shall be held on trust for the benefit of the relevant Fee Amount Recipient Pursuant to this Restructuring Step, the following payments shall be made
 - (i) the Early Consent Fee to each applicable Scheme Creditor,
 - (ii) the fees, costs and expenses of each Adviser to such Adviser,
 - (iii) the outstanding agreed fees, costs and expenses payable to each Existing Notes Trustee to each Existing Notes Trustee;
 - (iv) the outstanding agreed fees, costs and expenses payable to the Existing Security Trustee to the Existing Security Trustee,

- (v) New Cash Notes Backstop Provider Premium Entitlement to each New Cash Notes Backstop Provider (or their Nominated Participants or Nominated Recipients, where applicable), and
 - (vi) New Senior Private Notes Backstop Provider Premium Entitlement to each New Senior Private Notes Backstop Provider (or their Nominated Participants or Nominated Recipients, where applicable),
- in each case as more particularly described in the Closing Funds Flow,
- (f) immediately following the payment of the Fee Amounts, the Escrow Agent shall pay all amounts standing to the credit of the Escrow Account to Holdco;

7.5.10 The Hive-Down and the Luxco Reorganisation

- (a) the Hive Down Public Deed shall be executed as a public deed and
 - (i) Holdco shall deliver the Hive Down Public Deed to the Spanish Mercantile Registry for registration as soon as possible, and
 - (ii) Spanish Newco shall be incorporated as a result thereof,
- (b) Holdco shall procure that the
 - (i) Luxco 2 Notarial Deed is executed and notarised, and
 - (ii) Luxco 1 Notarial Deed is executed and notarised,

thereby giving effect to the Luxco Reorganisation, and
- (c) upon registration of the Hive Down Public Deed with the Spanish Mercantile Registry
 - (i) the Shareholders' Agreement Holdco Accession Letter shall be released from escrow, dated and become effective (as a result of which Holdco shall accede to the Shareholders' Agreement), and the Shareholders' Agreement shall be notarised,
 - (ii) Holdco shall accede to
 - (A) the Monitoring Deed,
 - (B) the New Senior Private Notes Issuance Agreement,
 - (C) the Intercreditor Agreement,
 - (D) the New Second Lien Notes Indenture, and
 - (E) the New Third Lien Notes Indenture,

- (iii) the Key Executives Services Agreements shall be released from escrow, dated and shall become effective,
- (d) the Spanish Newco shall novate the New Codere Finance-Holdco Loan Agreement to Holdco; and
- (e) the Spanish deed raising to public status the resolutions of the Existing Shareholders amending the by-laws and the shareholders meeting regulations of Holdco, in the form appended to the Shareholders' Agreement, shall be executed and notarised,

7.5.11 Cancellation of the Existing Notes

- (a) Codere Finance shall, for the purposes of Section 2.11 (*Cancellation*) of each of the Existing Indentures, deliver to the Existing Notes Trustee for cancellation all of the Existing Notes transferred by the Scheme Creditors to it pursuant to Clauses 7.5.3 and 7.5.4 above by delivering a written instruction to the Existing Notes Trustee to take any and all action necessary for the cancellation of the Book Entry Interests in respect of the Existing Notes in its customary manner as authorised by Section 2.11 (*Cancellation*) of each Existing Indenture.
- (b) Codere Finance shall deliver a written instruction to the Common Depositary to cancel the Global Notes

7.5.12 Mutual releases, Transaction Security, resignation and appointment of the new directors and Scheme Completion Time

- (a) The Scheme Company shall confirm to the Existing Notes Trustees and the Existing Security Trustee that each of the prior Restructuring Steps has occurred,
- (b) the English Law Deed of Release and New York Law Release Agreement shall be released from escrow, dated and shall become effective in accordance with its terms,
- (c) the resignation of the existing directors of Holdco and the appointment of the new directors of Holdco set out in clause 4.1 of the Shareholders' Agreement in accordance with the procedure set out therein shall be effected,
- (d) the Spanish Law Deed of Release shall be executed as a public deed and shall become effective,
- (e) immediately after the Release Agreements become effective, the Transaction Security Documents shall be executed (including, where applicable, executed as a public deed) or, where previously executed, released from escrow (as applicable) and shall become effective, and
- (f) the Scheme Company shall give notice to the Global Coordinator, the Scheme Creditors, the Funding Parties, the Existing Notes Trustees and the Existing Security Trustee that the Restructuring Steps detailed

in this Clause 7 5 have been completed and confirm the time that such completion occurred (the "Scheme Completion Time")

- 7 6 Each New Cash Notes Purchaser hereby acknowledges and agrees that the transfer of the Reallocated New Notes Entitlements to each Scheme Creditor and the transfer of the New Cash Notes Purchaser Capitalised Funding Loan Entitlement to it (and the subsequent capitalisation of such New Cash Notes Purchaser Capitalised Funding Loan Entitlement into Holdco Shares) shall satisfy its rights to receive any New Cash Notes
- 7 7 Each Scheme Creditor, Backstop Provider and Funding Party shall be entitled to the rights and benefits, and have the obligations expressed to apply to them, under the Restructuring Documents to which they are a party and its Final Entitlements
- 7 8 If any of the Restructuring Steps (other than the step detailed in Clause 7 5 12(f) have not been completed by 5 00 p m on the later of (as applicable)
- 7 8 1 the 30th Business Day following the Implementation Date, or
- 7 8 2 such later date up to and including, but not later than, 30 June 2016 as is agreed between the Scheme Company in consultation with the Global Coordinator and the Majority Scheme Creditors,

this Scheme will terminate and Clause 11 (*Termination of the Scheme*) shall apply

8 RELEASES, WAIVERS, UNDERTAKINGS AND STAY OF PROHIBITED PROCEEDINGS

Releases

- 8 1 With effect on and from the Scheme Completion Time.
- 8 1 1 each Scheme Creditor, Backstop Provider and Funding Party, subject to sub-clause 8 1 2 below and to the extent it has not already done so pursuant to Clause 7 5 above, irrevocably and unconditionally, fully and finally waives and releases and forever discharges all Scheme Claims and any and all actions, proceedings, claims, damages, counterclaims, complaints, liabilities, liens, rights, demands and set-offs, whether present or future, prospective or contingent, whether in this jurisdiction or any other or under any law, of whatsoever nature and howsoever arising, whether in law or in equity, in contract (including but not limited to breaches or non-performances of contract), statute or in tort (including but not limited to negligence, breach of trust and misrepresentation) or any other manner whatsoever, breaches of statutory duty, for contribution, or for interest and/or costs and/or disbursements, whether or not for a fixed or unliquidated amount, whether filed or unfiled, whether asserted or unasserted, whether or not presently known to the parties or to the law, all claims that each Scheme Creditor, Backstop Provider or Funding Party ever had, may have or hereafter can, shall or may have against the Scheme Company in relation to or arising out of or in connection with the Existing Notes Finance Documents (or related documentation) and/or the implementation of the Scheme and/or the Restructuring,

8.1.2 however, sub-clause 8.1.1 shall not apply to

(a) nor in anyway impair or prejudice any rights of any Scheme Creditor, Backstop Provider or Funding Party arising under the Scheme and/or any Restructuring Document (including as a consequence of non-compliance with the terms of the Scheme or in respect of an Allowed Proceeding) or any remedy in respect of any such right, and/or

(b) any claim or Liability in respect of fraud by the Scheme Company,

and the releases granted under this Clause 8.1 shall be treated, for all purposes whatsoever and without limitation, as having been granted (i) as a deed, and (ii) directly for the benefit of the Scheme Company

Waivers

8.2 With effect on and from the Scheme Lodgement Date, the Scheme Creditors agree that

8.2.1 any action taken by a Codere Affiliate in connection with this Scheme, the Restructuring Documents and/or the Restructuring will not constitute a breach of one or both of the Existing Indentures and/or an "Event of Default" (as defined in either of the Existing Indentures), and

8.2.2 any existing breach of one or both of the Existing Indentures and any "Event of Default" (as defined in the Existing EUR Indenture or the Existing USD Notes Indenture), is hereby waived by the Scheme Creditors

Undertakings

8.3 With effect on and from

8.3.1 in the case of a Scheme Creditor, the Scheme Lodgement Date, and

8.3.2 in the case of a Backstop Provider, Funding Party and Nominated Recipient, the Participation Deadline,

each Scheme Creditor, Backstop Provider, Funding Party and Nominated Recipient hereby irrevocably ratifies and confirms everything which an Attorney and its directors, managers or officers (or equivalent) may lawfully do or cause to be done or purport to do pursuant to the authority conferred by Clause 12 (*Grant of Authority in favour of the Scheme Company and others to execute the Restructuring Documents*) a Backstop Provider Undertaking, a Funding Party Undertaking or a Nominated Recipient Undertaking,

8.4 With effect from the Scheme Completion Time

8.4.1 each Scheme Creditor hereby undertakes to each Codere Affiliate and its respective directors, managers or officers (or equivalent) to treat all Scheme Claims as having been satisfied, discharged and released fully and absolutely, and

- 8 4 2 each Scheme Creditor hereby, subject to Clauses 8 1 2 and 8 5, undertakes to the Scheme Company that it will not commence any Proceedings against any Codere Affiliate, the Key Executives, the Key Executive Purchasers, Masampe, the Existing Notes Trustees, the Existing Security Trustee, any Adviser, any (or all) of the Directors and Former Directors or any other Scheme Creditor or Backstop Provider, Funding Party or Nominated Recipient in respect of a claim which has been released pursuant to the Release Agreements

Stay of Prohibited Proceedings

8 5 With effect on and from the Scheme Lodgement Date

- 8 5 1 subject to sub-clause 8 5 2 below, no Scheme Creditor may commence or continue, support any person in commencing or continuing, or instruct any person to commence or continue any Prohibited Proceeding against any Codere Affiliate, the Key Executives, the Key Executive Purchasers, Global Coordinator, Masampe, an Existing Notes Trustee, the Existing Security Trustee, an Adviser, any (or all) of the Directors and Former Directors or any other Scheme Creditor,
- 8 5 2 a Scheme Creditor may commence an Allowed Proceeding against
- (a) any Codere Affiliate, Masampe, any other Shareholder Party and/or, any (or all) of the Directors and Former Directors (as applicable), or
 - (b) any other Scheme Creditor after giving such other Scheme Creditor 21 days' written notice of its intention to do so, and
- 8 5 3 each Scheme Creditor will hold on trust for the benefit of the Codere Affiliate(s), the Global Coordinator, the Key Executives, the Key Executive Purchasers, Masampe, the Adviser(s), the Director(s) and Former Director(s) and/or any other Scheme Creditor (as applicable) any recovery made against such party pursuant to any Prohibited Proceeding in breach of this Clause 8 5 (and the Scheme Creditor will turn over any such recovery forthwith upon demand being made by the Codere Affiliate(s), the Global Coordinator, the Key Executives, the Key Executive Purchasers, Masampe, the other Shareholder Parties, the Adviser(s), the Director(s) and Former Director(s) or any other Scheme Creditor (as applicable) without set-off, counterclaim or deduction) To the extent that the asset comprising the recovery cannot be held on trust by the Scheme Creditor, the Scheme Creditor shall pay to the Scheme Company an amount equal to that recovery immediately upon demand being made by the Scheme Company without set-off, counterclaim or deduction and such amount shall be held on trust by the Scheme Company for the person(s) entitled to it
- 8 6 Each party with the benefit of a release, undertaking and/or stay of proceedings granted by the Scheme Creditors under this Clause 8 (a "**Beneficiary**") shall be entitled to rely on, enforce and enjoy such release, undertaking and/or stay of proceedings and any other rights or benefits expressed to be in favour of it in this Scheme as if it were a party to this Scheme The Scheme Company shall promptly, at the request of a Beneficiary, execute and deliver such other documents, notices or instructions and take such actions reasonably necessary or desirable to give effect to

the third party rights contemplated by this paragraph The Contracts (Rights of Third Parties Act) 1999 applies to this Clause 8

8 7 The Scheme Company hereby declares that

8 7 1 it holds as trustee each of the releases and undertakings given by the Scheme Creditors in (or in connection with) this Scheme in favour of itself and each Beneficiary on trust respectively for itself and each Beneficiary (the "**Release Trust**"), and

8 7 2 it has the power to appoint an additional or replacement trustee over the Release Trust at any time, subject to (i) providing 30 days' prior notice to each Beneficiary and (ii) any additional or replacement trustee agreeing to be bound by the terms of the Scheme and entering into all documents necessary to be bound by the terms of the Scheme

9 **CLEANSING**

9 1 Promptly after the Scheme Completion Time (or the Business Day after that date if not possible), the Scheme Company (or Holdco) shall issue the Agreed Form Cleansing Announcement (in English and in Spanish and publish it on the CNMV and Holdco's website) To the extent that the Scheme Company or Holdco fails to make the Agreed Form Cleansing Announcement, each Scheme Creditor and/or Backstop Provider shall be entitled to publish a Cleansing Announcement in such manner as it deems necessary to allow it to trade any security in respect of any member of the Group

10 **HOLDING PERIOD TRUST IN RELATION TO FINAL ENTITLEMENTS**

10 1 No Final Entitlements will be transferred to any person in accordance with Clause 7 (*Restructuring Steps and the Implementation Date*) if the Information Agent has not received a Validly Completed Account Holder Letter from such person on or prior to the Participation Deadline

10 2 If in accordance with Clauses 4 and/or 5 the Final Entitlements of any Scheme Creditor, Backstop Provider or Nominated Recipient is issued or transferred to the Holding Period Trustee, such Final Entitlements will be held on trust (the "**Trust**") for the relevant Scheme Creditor, Backstop Provider or Nominated Recipient (the "**Trust Securities**") until the earlier of

10 2 1 the Holding Period Expiry Date, and

10 2 2 the date on which the Final Entitlements of the relevant Scheme Creditor, Backstop Provider or Nominated Recipient (as applicable) are transferred in accordance with its wishes following

- (a) the receipt of a Validly Completed Account Holder Letter, and
- (b) satisfied the know-your-customer requirements of the New Senior Private Notes Agent, if so required by the New Senior Private Notes Agent,

subject to the terms of the applicable Restructuring Documents (including, but not limited to, the Shareholders' Agreement and the Key Executive Share Purchase Agreement)

- 10.3 If the relevant Scheme Creditor, Backstop Provider or Nominated Recipient whose Final Entitlements have been transferred to the Holding Period Trustee under Clause 10.2 does not provide the Information Agent with a Validly Completed Account Holder Letter on or prior to the Holding Period Expiry Date, then the Holding Period Trustee will sell such Final Entitlements on the Open Market and the cash proceeds of such sale (after the deduction of the reasonable costs and expenses of the Holding Period Trustee in respect of such sale) shall be paid to the Scheme Creditor, Backstop Provider or Nominated Recipient, as applicable. If that is not possible, then the Holding Period Trustee shall decide what to do with the net cash proceeds and shall have absolute discretion to make such decision as it thinks fit in the circumstances (including, if necessary or desirable, paying the monies into Court or gifting the same to such charity as the Holding Period Trustee thinks fit)
- 10.4 During the Holding Period, if any Scheme Creditor, Backstop Provider or Nominated Recipient whose Final Entitlements are held by the Holding Period Trustee under the Trust requests that the Holding Period Trustee sells its Trust Securities on the Open Market, the Holding Period Trustee will sell the Trust Securities on the Open Market and account to that Scheme Creditor, Backstop Provider or Nominated Recipient for the sale proceeds after the deduction of the reasonable costs and expenses of the Holding Period Trustee in respect of such sale, provided that a Validly Completed Account Holder Letter has been submitted to the Information Agent on behalf of that Scheme Creditor, Backstop Provider or Nominated Recipient
- 10.5 Each Scheme Creditor, Backstop Provider and Nominated Recipient agrees that, in the event that its Holdco Shares Entitlement is transferred to the Holding Period Trustee, the Holding Period Trustee is hereby authorised and instructed to transfer its Pro Rata Proportion of the Key Executive Holdco Shares to the Key Executive Purchasers pursuant to the Key Executive Share Purchase Agreement and execute the Shareholders Agreement as an Investor Shareholder (as defined in the Shareholders' Agreement)
- 10.6 The Holding Period Trustee hereby declares that it has the power to appoint an additional or replacement trustee over the Trust Securities at any time, subject to any additional or replacement trustee agreeing to be bound by the terms of this Scheme

11 TERMINATION OF THE SCHEME

- 11.1 The Scheme shall terminate and shall be construed as if it had never become effective and the rights and obligations of the parties under the Existing Notes Finance Documents and/or the Lock-Up Agreement (as applicable) shall not be affected and shall be reinstated and remain in full force (and any defaults occurring in connection with the terms of this Scheme under the Existing Notes Finance Documents shall be deemed not to have been waived and any grace period which expired during the duration of the Scheme shall remain expired following the termination of the Scheme) if

- 11.1.1 any event or circumstance occurs which is specified in this Scheme as an event resulting in the termination of the Scheme, or
- 11.1.2 the Scheme Completion Time has not occurred by the Scheme Completion Longstop Date
- 11.2 If the Scheme terminates in accordance with Clause 11.1
 - 11.2.1 Clauses 3 (*Execution of Restructuring Documents*) to 7 (*Restructuring Steps and the Implementation Date*) shall not apply and all other such steps will not or will be deemed not to have occurred and any actions taken under or pursuant to Clauses 3 (*Execution of Restructuring Documents*) to 7 (*Restructuring Steps and the Implementation Date*) shall have no valid or binding effect (legal or otherwise) and be deemed to be null and void and not having occurred for the purposes of the Scheme and the Restructuring Documents executed pursuant to it. The Scheme Company and each Scheme Party (at the request and cost of the Scheme Company (such cost to be agreed with the Scheme Company in advance)) shall take all steps reasonably necessary or desirable to unwind any such step which has been completed such that it shall be treated as having no valid or binding effect,
 - 11.2.2 any funds stated to be held by the Escrow Agent for the benefit of any person pursuant to any step in Clauses 3 (*Execution of Restructuring Documents*) to 7 (*Restructuring Steps and the Implementation Date*) shall be applied as specified in the Escrow Deed,
 - 11.2.3 any amount paid to a Scheme Party pursuant to any step in Clauses 3 (*Execution of Restructuring Documents*) to 7 (*Restructuring Steps and the Implementation Date*) shall be repaid by that Scheme Party into the relevant Escrow Account from which it was paid, and
 - 11.2.4 any funds transferred between accounts pursuant to any step in Clauses 3 (*Execution of Restructuring Documents*) to 7 (*Restructuring Steps and the Implementation Date*) shall be returned to the account from which such funds were transferred (and the Escrow Agent is irrevocably instructed to return such funds to the account from which they were transferred on the terms of the Escrow Deed)
- 11.3 Clauses 11.1 and 11.2 shall survive any termination of this Scheme
- 12 **GRANT OF AUTHORITY IN FAVOUR OF THE SCHEME COMPANY AND OTHERS TO EXECUTE THE RESTRUCTURING DOCUMENTS**
 - 12.1 Each of the Scheme Creditors, the Backstop Providers, the Funding Parties and the Nominated Recipients of each of the foregoing (acting in such capacity or such other capacity as shall be specified in a Document, including but not limited to, in their capacity as Investor Shareholders under the Shareholders' Agreement and the Key Executive Share Purchase Agreement and Transferee Lenders under the Capitalised Funding Loans Transfer Agreement), each a "Grantor", hereby irrevocably authorises, empowers and appoints the Scheme Company, the Existing Notes Trustees, the Existing Security Trustee, the New Notes Trustee, the New Senior Private Notes

Agent and the New Security Agent (each an "**Attorney**") as their true and lawful agent and attorney (acting by its directors or other duly appointed representatives) with express power of delegation, substitution, multi-representation and self-contracting even where there is a conflict of interest (*facultad de delegación, sustitución, multi representación y autocontratación, incluso incurriendo en conflicto de intereses*) and as their agent with representative powers (*mandatario con rrepresentaza*) and as their special attorney in fact (*procuratore special*)

12.1.1 on and from the Scheme Lodgement Date (or in the case of a Backstop Provider, Funding Party or Nominated Recipient, the Participation Deadline), to on their behalf

(a) enter into, execute and deliver as a deed (if applicable), public or private document and to incorporate into a public document, each Restructuring Document and such other documents as are required

(i) to implement the Restructuring or Clause 11.2.1,

(ii) to subscribe for the Holdco Capitalisation Shares, off-set and cancel the Holdco Capitalised Funding Loans, execute and deliver any public document and appear before any public notary for these purposes, and/or

(iii) to cancel and/or release any guarantees and security interests of any kind (including pledges over shares and/or quotas, over credit rights arising from bank accounts, relationship with clients, agreements and/or contractual positions, including participating and/or intercompany loans, mortgages, chattel mortgages, counter guarantees, promissory security interests and irrevocable powers of attorney granted in connection with the same) and ranking as security for the obligations arising from the Existing Notes Finance Documents,

together, the "**Documents**",

(b) take any such actions necessary for the ratification, novation or granting of any Document, including any security document and/or undertaking to create security and/or irrevocable power of attorney granted in connection therewith,

(c) carry out any related or ancillary actions that the Attorney considers necessary or desirable for the purposes of implementing the Scheme or the Restructuring,

12.1.2 to agree on their behalf to any amendments to the Documents which the Attorney signing the relevant Document and (if applicable) the other person(s) to be party to the relevant Document, may deem necessary or desirable in order to correct any manifest error or otherwise to ensure that

(a) they reflect the terms of this Scheme and the transactions intended to be entered into in order to effect the Restructuring,

- (b) the information and categories of information contained, or referred to, in any formula, schedule, annex or similar, signature blocks, parties provisions, notice details or blanks in any Restructuring Document reflect the relevant information and categories of information as of the applicable date,
 - (c) the Documents may be duly executed and delivered, and/or
 - (d) the Documents are legal, valid, binding and enforceable upon the parties to them in accordance with this Scheme
- 12 2 In addition, each Grantor hereby irrevocably authorises, empowers and appoints each Attorney, together with the Holding Period Trustee and the DTC Transferee Lender Agent, on or after the Implementation Date, to deliver any notices and instructions, and take as many actions as may be necessary or desirable to complete the Restructuring Steps, including but not limited to the Restructuring Steps detailed in Clause 7 5
- 12 3 The authority granted under this Scheme shall be
 - 12 3 1 treated, for all purposes whatsoever, and without limitation, as having been granted by deed, and
 - 12 3 2 extend to Scheme Creditors, Backstop Providers, Funding Parties and Nominated Recipients, howsoever called in the relevant Document.
- 12 4 The Scheme Company hereby undertakes that it shall take all steps to ensure that it shall enter into, execute and (as necessary) deliver as a deed (or otherwise) each Document on behalf of each person that has granted it authority in accordance with Clause 12 1 or an Undertaking as soon as reasonably practicable following the Scheme Lodgement Date or the Participation Deadline (as applicable) (but subject always to any contrary provision in this Scheme)
- 12 5 Each Attorney, the Holding Period Trustee and the DTC Transferee Lender Agent shall cease to be the agent and attorney of each Scheme Creditor, Funding Party and Nominated Recipient at 5 00 p m on the Holding Period Expiry Date
- 12 6 All powers, authorizations and agencies contained herein are coupled with an interest and are irrevocable until the earlier of (i) the termination of this Scheme in accordance with Clause 11 and (ii) the occurrence of the Holding Period Expiry Date
- 13 **LIMITATIONS ON THE ROLE OF THE GLOBAL COORDINATOR**
 - 13 1 Each Scheme Party (and each Scheme Party shall procure that its Affiliates) acknowledges that the Global Coordinator has been appointed under clause 8 (*Appointment of Global Coordinator*) of the Lock-Up Agreement and further acknowledges and agrees that
 - 13 1 1 the Global Coordinator (or any of its Affiliates, Related Funds or Related Parties) shall not, nor shall they be deemed to

- (a) have any authority to act for, represent or commit the Scheme Company, Holdco or the Scheme Creditors (or any of their Affiliates, Related Funds or Related Parties) or any other person or any other person in any representative capacity,
 - (b) have any general or other trustee or other fiduciary duties to any person or owe any duty of care to any Scheme Party or any other person,
 - (c) have any obligations other than those for which express provision is made in the Scheme, the Restructuring Documents and/or the Lock-Up Agreement and shall have no obligation to advise or to consult with any Scheme Party or any other person on any matter,
- 13.12 the Global Coordinator (and each of its Affiliates, Related Funds or Related Parties) may invest in or provide services to other companies in respect of which any Codere Affiliate may have conflicting interests regarding the transactions contemplated by the Scheme, the Restructuring Documents, the Restructuring or otherwise,
- 13.13 the Global Coordinator (and each of its Affiliates, Related Funds or Related Parties) is under no obligation to use (or to furnish to any Codere Affiliate) information obtained from any other source or in any other capacity for the purposes of the transactions contemplated by the Scheme, the Restructuring Documents or the Restructuring,
- 13.14 the Global Coordinator (and any of its Affiliates, Related Funds or Related Parties) will remain free to deal with the Scheme Company, Holdco and the Codere Affiliates on its own account and will therefore not be bound to account to any person for any sum, or the profit element of any sum, received by it for its own account,
- 13.15 nothing in this Scheme, the Restructuring Documents or the Lock-Up Agreement shall restrict the Global Coordinator (or any of its Affiliates, Related Funds or Related Parties) from engaging in any kind of business or services or role with any Codere Affiliate or any other person,
- 13.16 the Global Coordinator (and each of its Affiliates, Related Funds or Related Parties) will remain free to seek advice from any source, including its Affiliates and its or their professional advisers in respect of any Codere Affiliate and will be under no obligation of any kind to share any information received with any Codere Affiliate or any other Scheme Party or any other person,
- 13.17 the Global Coordinator may use and rely on and shall not be under any obligation to any person to verify or arrange, coordinate or facilitate the verification of
- (a) any representation, notice or document believed by it to be genuine, correct and appropriately authorised, and
 - (b) any statement made by, or on behalf of, a director, authorised signatory or employee of any person regarding any matters which may

reasonably be assumed to be within his/her knowledge or within his/her power to verify,

13 1 8 unless the Global Coordinator has received notice to the contrary pursuant to the Scheme, the Restructuring Documents or the Lock-Up Agreement or otherwise, it

(a) shall not be deemed to have knowledge that any right, power, authority or discretion vested in any person has been exercised, and

(b) may assume that, to the extent expressly stated, any notice or request made by or on behalf of any Codere Affiliate is made on behalf of and with the consent and knowledge of the Codere Affiliates,

13 1 9 the Global Coordinator may, but will have no obligation to, disclose to any other person any information in its possession including any information it reasonably believes it has received as the Global Coordinator provided that the Global Coordinator shall not disclose any material price sensitive information relating to the Group, any Scheme Creditor, Funding Party, or Shareholder Party any Scheme Party or Codere Affiliate without its prior agreement to receive such information and upon receipt of satisfactory evidence from that other party that it has entered into a confidentiality undertaking in favour of Holdco in respect of that information,

13 1 10 without limiting Clause 13 1 11 below, neither the Global Coordinator nor any of its Affiliates, Related Funds or Related Parties shall be liable for any action taken by it (or any inaction) under or in connection with acting as the Global Coordinator, the Scheme, the Restructuring Documents, the Lock-Up Agreement or the Restructuring,

13 1 11 no filing of any suits, claims, actions or any other proceedings may be taken against the Global Coordinator (or any of its Affiliates, Related Funds or Related Parties) in respect of any act or omissions of any kind by the Global Coordinator (or any of its Affiliates, Related Funds or Related Parties) and in any such case, any Affiliate, Related Fund or Related Party of the Global Coordinator shall be entitled to rely on, enforce and enjoy the benefit of this Clause as if it was a party to this Scheme and no such party shall be bound by any amendment or waiver of this Clause 13 1 11 without the consent of such party, and

13 1 12 nothing in this Scheme or in the Lock-Up Agreement obliges the Global Coordinator to carry out any “know your customer” or other checks in relation to any person on behalf of any Scheme Creditor or Funding Party and each Scheme Creditor and Backstop Provider confirms to the Global Coordinator that it is solely responsible for any such checks it is required to carry out and that it may rely on any statement in relation to such checks made by the Global Coordinator

14 GENERAL LIMITATIONS

14.1 It is understood, acknowledged and agreed by each Scheme Party and each other Codere Affiliate that

- 14.1.1 the Restructuring and any related undertaking to provide new money or other services described in the Scheme are an arm's length commercial transaction between the Scheme Company and the Group, on the one hand, and the Global Coordinator, the Adhoc Committee, the Scheme Creditors, Backstop Providers, Funding Parties and certain of their respective Affiliates, Related Funds or Related Parties on the other hand, and each such party is capable of evaluating and understanding and does understand and accept the terms, risks and conditions of the transactions contemplated by the Restructuring Documents,
- 14.1.2 the Global Coordinator, the Adhoc Committee, each Scheme Creditor, Funding Party and Nominated Recipient is and has been acting solely as principal and is not the financial adviser or a fiduciary of (nor shall have any fiduciary obligations to) any other Scheme Creditor, Funding Party, Nominated Recipient or any of their respective Affiliates, Related Funds, Related Parties or any other person with respect to any of the transactions contemplated by the Scheme or the Restructuring,
- 14.1.3 none of the Global Coordinator, the Adhoc Committee, the Scheme Creditors, the Funding Parties nor any of their Nominated Recipients (nor any of their respective Affiliates, Related Funds or Related Parties) have assumed nor will they assume an advisory or fiduciary responsibility in favour of any Codere Affiliate or any other Scheme Creditor, Funding Party, Nominated Recipient or any other person with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether the Global Coordinator, any member of the Adhoc Committee or any Scheme Creditor, Funding Party or Nominated Recipient has advised or is currently advising any Codere Affiliate on other matters) and none of the Global Coordinator, any member of the Adhoc Committee nor any Scheme Creditor, Funding Party or Nominated Recipient (nor any Affiliate, Related Funds or Related Parties) has any obligation to any Codere Affiliate) with respect to the transactions contemplated hereby except those obligations expressly set forth in the Scheme, a Restructuring Document or the Lock-Up Agreement,
- 14.1.4 the Global Coordinator, the Adhoc Committee, the Scheme Creditors and the Backstop Providers (or any of their respective Affiliates, Related Funds and Related Parties) may be engaged in a broad range of transactions that involve interests that differ from that of any Codere Affiliate and none of the Global Coordinator, the members of the Adhoc Committee, the Scheme Creditors, the Funding Parties, their Nominated Recipients (nor any of their respective Affiliates, Related Funds or Related Parties) has any obligation to disclose any such interests by virtue of any advisory, agency or fiduciary relationship,
- 14.1.5 none of the Global Coordinator, the members of the Adhoc Committee, the Scheme Creditors nor the Funding Parties (nor any of their respective Affiliates, Related Funds and Related Parties) have provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated by

the Scheme or the Restructuring and each Codere Affiliate has consulted its own legal, accounting, regulatory and tax advisers to the extent it has deemed it appropriate. Each Codere Affiliate hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against the Global Coordinator, the Adhoc Committee, the Scheme Creditors, the Funding Parties and the Nominated Recipients (and, if applicable, their respective Affiliates, Related Funds and Related Parties) with respect to any breach or alleged breach of fiduciary duty,

- 14.16 (a) none of the Scheme Creditors, Funding Parties, Nominated Recipients nor the Global Coordinator nor any member of the Adhoc Committee (nor any of their respective Affiliates, Related Funds or Related Parties) (each an "Information Provider") will be responsible for the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by any other Information Provider (or any of their respective Affiliates, Related Funds or Related Parties), any Codere Affiliate or any other person given in or in connection with the Restructuring and any associated documentation or the transactions contemplated therein and (b) the Codere Affiliates and Shareholder Parties will not be liable for supplying information that they reasonably believe to be accurate,
- 14.17 none of the Scheme Creditors, Funding Parties, Nominated Recipients, members of the Adhoc Committee, the Existing Notes Trustee, the Existing Security Trustee nor the Global Coordinator (nor any of their respective Affiliates, Related Funds or Related Parties) will be responsible to any other Scheme Creditor, Funding Party, Nominated Recipient, member of the Adhoc Committee or Global Coordinator (or any of their respective Affiliates, Related Funds or Related Parties) for the legality, validity, effectiveness, completeness, adequacy or enforceability of the Restructuring or any agreement, arrangement or document entered into, made or executed in anticipation of or in connection with the Restructuring,
- 14.18 none of the Scheme Creditors, Funding Parties, Nominated Recipients, members of the Adhoc Committee nor the Global Coordinator (nor any of their respective Affiliates, Related Funds or Related Parties) will be responsible to any person for any determination as to whether any information provided or to be provided to any person is material price sensitive information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise, and
- 14.19 notwithstanding its role pursuant to the Scheme, the Global Coordinator shall not be responsible in any way to any person for how Holdco or the Codere Affiliates communicate with the other parties to the Scheme,

14 2 It is understood and agreed to by the Scheme Company, each Existing Notes Guarantor and Shareholder Party, the Global Coordinator and each Scheme Creditor, Backstop Provider, Funding Party and Nominated Recipient that, at all times, it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigation into all risks arising in respect of the business of the Group or under or in connection with the Restructuring and any associated documentation including, but not limited to

14 2 1 the financial condition, creditworthiness, condition, affairs, status and nature of the Group,

14 2 2 the legality, validity, effectiveness, completeness, adequacy and enforceability of any document entered into by any person in connection with the business or operations of the Group or any other agreement, arrangement or document or legal process entered into, made, executed or undertaken in anticipation of, pursuant to or in connection with the Restructuring,

14 2 3 the nature and extent of any recourse against the Codere Affiliate or any other person or any of their respective assets under or in connection with the Restructuring, the Restructuring Documents and/or any associated documentation, the transactions therein contemplated or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Restructuring,

14 2 4 the adequacy, accuracy and/or completeness of any information provided by any Codere Affiliate, Shareholder Party and their respective offices, directors, shareholders or advisers or by any other person in connection with the Restructuring, the Restructuring Documents and/or any associated documentation, the transactions contemplated therein or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Restructuring, and

14 2 5 the adequacy, accuracy and/or completeness of any advice obtained by any Scheme Creditor, Funding Party, Nominated Recipient, the Global Coordinator, any member of the Adhoc Committee or any Shareholder Party in connection with the Restructuring or in connection with the business or operations of the Group,

and accordingly, each such party acknowledges to (i) each other party that it has not relied on, and will not hereafter rely on, any other party in respect of any of the matters referred to in this Clause 14 2 and (ii) the Global Coordinator that the Global Coordinator is not responsible in any respect for the success of the Restructuring. Consequently no party referred to in this Clause 14 2 shall have any liability (whether direct or indirect, in contract, tort or otherwise) or responsibility to any other party referred to in this Clause 14 2 or any other person in respect of such matters

14 3 The Scheme Company, each other Company Party, each Shareholder Party, the Scheme Creditors and the Backstop Providers acknowledge that each of the Advisers (and their respective officers, directors, partners and/or employees (as applicable)) are advisers to their respective clients only (as specified in any written letter of engagement) and to no other person or entity in relation to this Scheme, the

Restructuring, the Restructuring Documents and the transactions contemplated by this Scheme, the Restructuring and/or the Restructuring Documents

14 4 To the extent that the Advisers to the Adhoc Committee, with the prior consent of the Adhoc Committee, act as co-ordinating legal counsel to any one or more of the parties in relation to this Scheme, the Restructuring, any of the transactions contemplated by this Scheme, the Restructuring Documents or any post-Restructuring activities of any Codere Affiliate, Shareholder Party, Scheme Creditors, Funding Party and Nominated Recipient

14 4 1 acknowledges that the relevant law firm may, subject to its absolute discretion to determine otherwise, in accordance with applicable professional conduct rules, act in any or all of such capacities and shall not be required to disclose to any person any information it may receive in any or all of such capacities,

14 4 2 waives any claim that the relevant law firm's representation of any or all of them or in any or all of such capacities represents a conflict of interest, and

14 4 3 confirms that it consents to the relevant law firm acting for any or all of them but acknowledge that no client/attorney relationship shall be established (or implied) unless expressly agreed by the Advisers to the Adhoc Committee

14 5 Each Adviser shall be entitled to rely on, enforce and enjoy the benefit of Clause 14 3 as if it were a party to the Scheme The Advisers to the Adhoc Committee shall be entitled to rely on, enforce and enjoy the benefit of Clause 14 4 as if it were a party to the Scheme

14 6 Nothing in this Clause shall have the effect of limiting or restricting any liability of any party arising as a result of any fraud on its part

15 GENERAL PROVISIONS

Fractional entitlements and allocation

15 1 Fractions of New Notes, New Senior Private Notes and Holdco Shares will not be transferred and will be rounded up or down to the nearest USD1 or Holdco Share (or nominal value of those shares) The issue by New Codere Finance of the New Notes and Holdco of the Holdco Shares and the transfer by Codere Finance of such New Notes and Holdco Shares in accordance with this Scheme, the Reallocated New Notes Entitlements and the New Cash Notes Purchase Agreement shall discharge their obligations to issue and transfer New Notes and Holdco Shares pursuant to this Scheme

Assignments

15 2 The Scheme Company shall not be under any obligation to recognise (for the purposes of voting, calculation of Final Entitlements, or otherwise) any assignment or transfer of Scheme Claims after the Record Time, provided that, where the Scheme Company has received from the relevant parties written notice of such assignment or transfer, the Scheme Company may in its sole and absolute discretion agree to recognise such assignment or transfer, subject to such evidence as it may reasonably require and conditions as it may reasonably impose For the avoidance of doubt,

Clause 15.9 shall not apply to any exercise of discretion by the Scheme Company under this Clause

Provision of Account Holder Letters

- 15.3 An Account Holder Letter submitted by or on behalf of any Scheme Creditor, Backstop Provider, Funding Party or Nominated Recipient shall be submitted in accordance with the instructions set out in the relevant Account Holder Letter and this Scheme
- 15.4 If the Information Agent refuses to accept an Account Holder Letter, it shall promptly prepare a written statement of its reasons for doing so and send that statement by electronic mail to the electronic mail address provided by the party that provided such Account Holder Letter
- 15.5 The Scheme Company and Holdco acknowledge that the Account Holder Letter and its contents are confidential and the Scheme Company or Holdco shall not, and shall ensure that no other member of the Group shall, without the prior written consent of the relevant Scheme Creditor, Backstop Provider, Funding Party or Nominated Recipient disclose the Account Holder Letter and its contents to any other person except
- 15.5.1 to the Global Coordinator, Information Agent and/or the Escrow Agent in accordance with this Scheme or as required by law or by any applicable governmental or other regulatory authority or by any applicable stock exchange, and
- 15.5.2 to the extent necessary to facilitate the consummation of the Restructuring, to its employees or any of the Advisers who have been made aware of, and agree to be bound by, the obligations under this Clause (for the benefit of the relevant Scheme Creditor, Backstop Provider, Funding Party or Nominated Recipient) or are in any event subject to confidentiality obligations as a matter of law or professional practice

Costs

- 15.6 Save as otherwise provided by order of the Court or elsewhere in this Scheme, the Scheme Company (or, to the extent legally permitted, another member of the Group) will pay in full all costs, charges, expenses, and disbursements incurred by it in connection with the negotiation, preparation, and implementation of this Scheme as and when they arise, including, but not limited to, the costs of holding the Scheme Meeting, the costs of obtaining the sanction of the Court and the costs of placing the notices (if any) required by this Scheme. This Clause shall survive termination of the Scheme
- 15.7 For the avoidance of doubt, any existing agreement between a Codere Affiliate and an Adviser in respect of the payment of such Advisers' fees shall not be terminated by virtue of this Scheme nor (save to the extent expressly provided therein) any Restructuring Document

Modification

- 15 8 The Scheme Company may, at any hearing to sanction this Scheme (and, to the extent practicable, after consultation with the Global Coordinator) consent on behalf of all Scheme Creditors, Backstop Providers, Funding Parties and Codere Affiliates to any modification of, or addition to, this Scheme or to any terms or conditions that the Court may think fit to approve or impose, which is necessary for the implementation of the Restructuring, and which would not directly or indirectly have a material adverse effect on the interests of Scheme Creditors, Backstop Providers or Funding Parties (in each case in their capacity as such) under this Scheme

Exercise of discretion

- 15 9 Save where otherwise expressly specified, where, under or pursuant to any provision of this Scheme, a matter is to be determined by the Scheme Company, it shall be determined by the Board of Directors, in their discretion in such manner as they may consider fair and reasonable and after consultation with the Global Coordinator. If any difficulty shall arise in determining any such matter either generally or in any particular case or in ensuring the result described above, it shall be resolved by the Board of Directors, after consultation with the Global Coordinator, in such manner as it shall consider to be fair and reasonable and its decision shall, insofar as permitted by law, be final and binding on all concerned

Performance of obligations on dates other than a Business Day

- 15 10 If any obligation is to be performed under the terms of this Scheme on a date other than a Business Day and is not capable of being performed on such date, the relevant obligation shall be performed on the next Business Day

Notice

- 15 11 Any notice or other written communication to be given under or in relation to this Scheme shall be given in the English language in writing and shall be deemed to have been duly given if it is delivered by hand, email, (or other electronic means in the case of a Clearing System), fax, pre-paid recorded delivery or international courier to the address or e-mail address as set out below (or as may be notified by notice to Scheme Creditors from time to time) or in relation to any notice to be given to the Scheme Creditors only, through the Clearing Systems to the relevant Account Holders or the Information Agent Website, and marked for the attention of the relevant person as agreed between the parties or as specified in an Account Holder Letter

- 15 12 The addresses for notices are as follows

15 12 1 in the case of the Scheme Company, c/o the Information Agent, Lucid Issuer Services Limited, Leroy House, 436 Essex Road, London N1 3QP, fax number +44 (0)20 7067 9098, email codere@lucid-is.com marked for the attention of Sunjeeve Patel / Yves Theis, and

15 12 2 in the case of a Scheme Creditor to the Existing Notes Trustees, 45 Ludgate Hill, London EC4M 7JU, fax number 02030700113, email

tmg@globalloanservices.com marked for the attention of tmg@globalloanservices.com, and

15 12 3 in the case of a Backstop Provider, Funding Party or Nominated Recipient to the c/o the Information Agent, Lucid Issuer Services Limited, Leroy House, 436 Essex Road, London N1 3QP, fax number +44 (0)20 7067 9098, email codere@lucid-is.com, marked for the attention of Sunjeeve Patel / Yves Theis,

15 12 4 in the case of the Key Executives or the Key Executive Purchasers, to José Antonio Martínez Sampedro and Luis Javier Martínez Sampedro, Avda de Bruselas 26, 28108, Alcobendas, Madrid (Spain); fax number +34 91 354 28 82, email jams@codere.com and javierm@codere.com, marked for the attention of José Antonio Martínez Sampedro and Luis Javier Martínez Sampedro

15 12 5 in the case of the Global Coordinator, to Silver Point Finance, LLC, Two Greenwich Plaza, First Floor, Greenwich, CT 06830, email, dreganato@silverpointcapital.com, tlavelle@silverpointcapital.com, creditadmin@silverpointcapital.com, marked for the attention of David Reganato and Tim Lavelle,

15 12 6 in the case of the Advisers to the Adhoc Committee, to

(a) Linklaters LLP, One Silk Street, London EC2Y 8HQ, email projectcoinlinklatersteam@linklaters.com, marked for the attention of Codere Linklaters Team, and

(b) Houlihan Lokey (Europe) Limited, 83 Pall Mall, London SW1Y 5ES, United Kingdom, email MMartinez-Fidalgo@HL.com, RCarranza@HL.com, FGarcia-Ginovart@HL.com, marked for the attention of Manuel Martinez-Fidalgo, Francisco Garcia-Ginovart and Ramon Carranza, and

15 12 7 in the case of the Information Agent, Lucid Issuer Services Limited, Leroy House, 436 Essex Road, London N1 3QP, fax number +44 (0)20 7067 9098, email codere@lucid-is.com marked for the attention of Sunjeeve Patel / Yves Theis

15 13 In the case of any other person, any address set forth for that person in any agreement entered into in connection with this Scheme shall be their address for notices

15 14 Any notice or other written communication to be given under this Scheme shall be deemed to have been served

15 14 1 at the time of delivery if delivered personally,

15 14 2 at the time of transmission if sent by e-mail,

15 14 3 at the time of transmission if sent through the Clearing Systems,

15 14 4 at the time of being published if made through the Information Agent Website (in relation to Scheme Creditors),

15 14 5 two (2) Business Days after the time and date of posting if sent by pre-paid recorded delivery, or

15 14 6 three (3) Business Days after the time and date of posting if sent by international courier

- 15 15 The accidental omission to send any notice, written communication or other document to a Scheme Creditor in accordance with Clauses 15 11 to 15 13 or the non-receipt of any such notice by any Scheme Creditor, shall not affect the provisions of this Scheme

Payments

- 15 16 All payments to be made by any Codere Affiliate to any Scheme Creditor, Backstop Provider, Funding Party or Nominated Recipient pursuant to the terms of this Scheme shall be without set-off, deduction or counterclaim for value on the due date for payment. Where any tax or charge is payable on any payment, such tax or charge shall be for the account of the Scheme Company and the amount of any deduction required by law shall be added to such payment so as to ensure that the relevant Scheme Creditor receives the amount to which it is entitled under this Scheme without such deduction

Governing law and jurisdiction

- 15 17 This Scheme shall be governed by, and construed in accordance with, the laws of England and Wales and each of the Scheme Creditors hereby agrees that the Court shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of the Explanatory Statement or any provision of this Scheme, or out of any action taken or omitted to be taken under this Scheme or in connection with the administration of this Scheme and, for such purposes, each of the Scheme Creditors irrevocably submits to the jurisdiction of the Court, provided, however, that nothing in this Clause 15 17 shall

15 17 1 affect the validity of any other provisions governing law and jurisdiction as between the Scheme Company and any of the Scheme Creditors, whether contained in any contract or otherwise, or

15 17 2 prevent the Scheme Company, an additional or replacement trustee appointed in respect of the Trust or any of the beneficiaries of the Trust from relying upon provisions of the Scheme in any foreign court or in any foreign Proceedings

Delegation

- 15 18 Each of the Scheme Company, New Codere Finance, Codere Finance and Holdco may perform its rights, powers, duties, discretions and/or obligations, through such one or more authorised signatories, acting jointly or severally, as it may appoint from time to time

- 15 19 Each of the Scheme Company, New Codere Finance, Codere Finance and Holdco may also delegate its rights, powers, duties, discretions and/or obligations (including the execution and delivery of any document or instrument) to any person it deems appropriate, in its sole discretion

Effect of the Scheme

15 20 This Scheme shall take effect subject to any prohibition or condition imposed by law

Exclusion of liability

- 15 21 To the extent permitted by law and without prejudice to the provisions of Clause 13 (*Limitations*) no Scheme Creditor, Backstop Provider, Funding Party or Nominated Recipient shall be entitled to challenge the validity of any act done or omitted to be done in good faith by any of the Advisers, the Global Coordinator, Adhoc Committee members, the Information Agent, the Existing Notes Trustees, the Existing Security Trustee, the New Notes Trustee, the New Security Agent, the Scheme Company, Codere Finance, New Codere Finance, Holdco or Codere Affiliate (or any of their respective authorised signatories, agents, employees and/or delegates) (the "**Excluded Persons**") in connection with its actions or omissions pursuant to the provisions of this Scheme or the exercise by any of the Excluded Persons in good faith of any power conferred upon them for the purposes of this Scheme if exercised in accordance with the provisions of the Scheme
- 15 22 To the extent permitted by law and without prejudice to the provisions of Clause 13 (*Limitations*), the Scheme Company shall not be entitled to challenge the validity of any act done or omitted to be done in good faith by the Excluded Persons in accordance with the provisions of this Scheme or the exercise by the Excluded Persons in good faith of any power conferred upon it for the purposes of this Scheme if exercised in accordance with the provisions of the Scheme
- 15 23 No Excluded Person shall be liable for any cost, loss or liability in connection with this Scheme unless such loss is attributable to its gross negligence, wilful misconduct or fraud

Appendix 1
SCHEME CREDITOR ENTITLEMENTS

For the avoidance of doubt, this Appendix 1 shall not apply to any New Notes or Holdco Shares to which a Scheme Creditor may be entitled to acting in its capacity as a

- (a) New Cash Notes Purchaser (as to which, see Appendix 2), or
- (b) New Cash Notes Backstop Provider and/or a New Senior Private Notes Backstop Provider (as to which, see Appendix 3)

If the Restructuring proceeds on the basis that the USD Escrow Account has been credited with an amount equal to 97.5% or more but less than 100% of the Required Escrow Funding Amounts, the references in this Appendix 1 to Euro amounts shall be adjusted downwards accordingly

Part A
NOTIONAL NEW NOTES ENTITLEMENTS

The principal amount of New Notes to which a Scheme Creditor is (prior to the reallocation of New Notes and Holdco Capitalised Funding Loans to be capitalised into Holdco Shares pursuant to Clause 7.5.5 and 7.5.6 (*Restructuring Steps*)) entitled pursuant to the Scheme shall be calculated as follows

(I) Notional New Second Lien Notes Entitlement

$$\left(\frac{\text{The Claim Value of a Scheme Creditor}}{\text{The aggregate Claim Value of all Scheme Creditors}} \right) \times \text{€150,000,000}$$

(II) Notional New Third Lien Notes Entitlement

$$\left(\frac{\text{The Claim Value of a Scheme Creditor}}{\text{The aggregate Claim Value of all Scheme Creditors}} \right) \times \text{€325,000,000}$$

where "Claim Value" means the aggregate principal amount of Existing Notes held by a Scheme Creditor, as specified in its Account Holder Letter

Part B
REALLOCATED NEW NOTES ENTITLEMENTS

The principal amount of New Notes to be transferred by Codere Finance to a Scheme Creditor pursuant to the Scheme shall be calculated as follows

(I) Reallocated New Notes Entitlement of a Scheme Creditor which is a New Cash Notes Purchaser

Step 1 – Calculation of "Second Lien Notes Allocation Amount"

The "Second Lien Notes Allocation Amount" shall first be calculated as follows

$$\text{The Claim Value of a Scheme Creditor} \times \left(\frac{675,000,000}{\text{The aggregate Claim Value of all Scheme Creditors}} \right)$$

THEN:

Step 2 – Calculation of "Pro Rata Second Lien Excess Allocation Amount"

The *pro rata* allocation of the Second Lien Excess Amount of each Scheme Creditor which is a New Cash Notes Purchaser (a "**Pro Rata Second Lien Excess Allocation Amount**") shall be calculated as follows

$$\left(\frac{\text{Second Lien Notes Allocation Amount of a Scheme Creditor}}{\text{The aggregate of all Second Lien Notes Allocation Amounts}} \right) \times \text{Second Lien Excess Amount}$$

where "Second Lien Excess Amount" means the amount by which the aggregate Second Lien Notes Allocation Amount of all Scheme Creditors exceeds €350,000,000 provided that if there shall be no excess, that number shall be zero

THEN:

Step 3A – Calculation of "Reallocated New Second Lien Notes Entitlement"

The Reallocated New Second Lien Notes Entitlement of a Scheme Creditor which is a New Cash Notes Purchaser shall be calculated as follows

$$\text{New Second Lien Notes Allocation Amount of a Scheme Creditor} \quad \text{less} \quad \text{Pro Rata Second Lien Excess Allocation Amount}$$

AND:

Step 3B – Calculation of "Reallocated New Third Lien Notes Entitlement"

The Reallocated New Third Lien Notes Entitlement of a Scheme Creditor which is a New Cash Notes Purchaser shall be equal to its Pro Rata Second Lien Excess Allocation Amount

(II) Reallocated New Notes Entitlement of a Scheme Creditor which is not a New Cash Notes Purchaser

Step 1 – Calculation of "Third Lien Notes Allocation Amount"

The "Third Lien Notes Allocation Amount" shall first be calculated as follows

$$\text{The Claim Value of a Scheme Creditor} \times \left(\frac{675,000,000}{\text{The aggregate Claim Value of all Scheme Creditors}} \right)$$

THEN:

Step 2 – Calculation of "Pro Rata Third Lien Excess Allocation Amount"

The *pro rata* allocation of the Third Lien Excess Amount of each Scheme Creditor which is not a New Cash Notes Purchaser (a "Pro Rata Third Lien Excess Allocation Amount") shall be calculated as follows

$$\left(\frac{\text{Thrd Lien Notes Allocation Amount of a Scheme Creditor}}{\text{The aggregate of all Thrd Lien Notes Allocation Amounts}} \right) \times \text{Third Lien Excess Amount}$$

where "Third Lien Excess Amount" means the amount by which the aggregate New Third Lien Notes Allocation Amount of all Scheme Creditors exceeds €325,000,000, provided that, if there shall be no excess, that number shall be zero

THEN:

Step 3A – Calculation of Reallocated New Second Lien Notes Entitlement

The Reallocated New Second Lien Notes Entitlement of a Scheme Creditor which is not a New Cash Notes Purchaser shall be equal to its Pro Rata Third Lien Excess Allocation Amount

AND:

Step 3B – Reallocated New Third Lien Notes Entitlement

The Reallocated New Third Lien Notes Entitlement of a Scheme Creditor which is not a New Cash Notes Purchaser shall be calculated as follows

$$\text{Thrd Lien Notes Allocation Amount of a Scheme Creditor} \quad \text{less} \quad \text{Pro Rata Thrd Lien Excess Allocation Amount}$$

Part C
SCHEME CREDITORS' HOLDCO SHARES ENTITLEMENTS

The issued ordinary shares in Holdco to be transferred to a Scheme Creditor pursuant to the Scheme (by way of capitalising the Holdco Capitalised Funding Loans pursuant to Clause 7.5.6, expressed as a percentage of all issued ordinary shares of Holdco on the Implementation Date, shall be calculated as follows

$$\begin{aligned}
 & \left[\left(\frac{\text{Reallocated Second Lien Notes Entitlement of a Scheme Creditor}}{\text{€350,000,000}} \right) \times 3.92\% \right] \\
 & + \\
 & \left[\left(\frac{\text{Reallocated Third Lien Notes Entitlement of a Scheme Creditor}}{\text{€325,000,000}} \right) \times 1.96\% \right] \\
 & + \\
 & \left[\left(\frac{\text{The Claim Value of a Scheme Creditor}}{\text{The aggregate Claim Value of all Scheme Creditors}} \right) \times 19.1875\% \right]
 \end{aligned}$$

Following the reallocation of the Holdco Shares in accordance with this Appendix 1 Part D, each Scheme Creditor's share of the 19.1875% of Holdco Shares referred to above shall be sold to the Key Executives for an aggregate of €500,000. The sale will reduce the number of Holdco Shares that each Scheme Creditor will ultimately receive.

Each Scheme Creditor's share of the €500,000 shall be calculated as follows

$$\left(\frac{\text{The Claim Value of a Scheme Creditor}}{\text{The aggregate Claim Value of all Scheme Creditors}} \right) \times \text{€500,000}$$

Appendix 2

NEW CASH NOTES PURCHASER ENTITLEMENTS

For the avoidance of doubt, this Appendix 2 shall only apply to any New Notes or Holdco Shares to which the relevant party may be entitled in its capacity as New Cash Notes Purchaser

If the Restructuring proceeds on the basis that the USD Escrow Account has been credited with an amount equal to 97.5% or more but less than 100% of the Required Escrow Funding Amounts, the references in this Appendix 2 to Euro amounts shall be adjusted downwards accordingly

Part A

NOTIONAL NEW CASH NOTES ENTITLEMENT

The principal amount of New Cash Notes to which a New Cash Notes Purchaser is (prior to the reallocation of New Notes and Holdco Capitalised Funding Loans to be capitalised into Holdco Shares pursuant to 7.5.5 and 7.5.6 (*Restructuring Steps*)) entitled pursuant to the New Cash Notes Purchase Agreement shall be calculated as follows

(I) Notional New Cash Notes Entitlement of a New Cash Notes Purchaser that is not a New Cash Notes Backstop Provider

$$\left(\frac{\text{The Claim Value of the New Cash Notes Purchaser}}{\text{The aggregate Claim Value of all Scheme Creditors}} \right) \times \text{€200,000,000}$$

the notional New Cash Notes entitlement of the New Cash Notes Purchaser under this Appendix 2, Part A (I) being the "Notional Pro Rata New Cash Notes Purchaser Entitlement"

(II) Notional New Cash Notes Entitlement of a New Cash Notes Purchaser that is a New Cash Notes Backstop Provider and a Scheme Creditor

(A)
$$\left(\frac{\text{The Claim Value of the New Cash Notes Purchaser}}{\text{The aggregate Claim Value of all Scheme Creditors}} \right) \times \text{€200,000,000}$$

or

(A) an amount equal to the New Cash Notes Final Backstop Commitment if the New Senior Private Notes Final Backstop Commitment is less than its Pro Rata Proportion of the New Senior Private Notes and that Scheme Creditor has elected to only participate for its Backstop Commitment

the notional New Cash Notes entitlement of the New Cash Notes Purchaser under this Appendix 2, Part A (II) being the "Notional Initial New Cash Notes Backstop Provider Entitlement"

PLUS

(B)

$$\left(\frac{\text{Unsatisfied New Cash Notes Backstop Commitment}}{\text{The aggregate of all Unsatisfied New Cash Notes Backstop Commitments}} \right) \times (\text{€200,000,000} - \text{the aggregate of all Notional Pro Rata New Cash Notes Purchaser Entitlements and all Notional Initial New Cash Notes Backstop Provider Entitlements})$$

"Unsatisfied New Cash Notes Backstop Commitment" means, in respect of a New Cash Notes Purchaser, its New Cash Notes Final Backstop Commitment less its Notional Initial New Cash Notes Backstop Provider Entitlement (if any)

"New Cash Notes Final Backstop Commitment" means, in respect of a New Cash Notes Purchaser, the amount of the New Cash Notes that it has irrevocably agreed to backstop as at the Record Time pursuant to Clause 11 (*Backstop Arrangements*) of the Lock-Up Agreement as set out in part II of the confidential annexure to its Recalculated Backstop Commitment Notification Letter (subject to any New Cash Notes commitment to backstop the New Cash Notes purchased or sold by it after the Initial Amendment Effective Date)

(III) Notional New Cash Notes Entitlement of a New Cash Notes Purchaser that is a New Cash Notes Backstop Provider but not a Scheme Creditor

$$\left(\frac{\text{Unsatisfied New Cash Notes Backstop Commitment}}{\text{The aggregate of all Unsatisfied New Cash Notes Backstop Commitments}} \right) \times (\text{€200,000,000} - \text{the aggregate of all Notional Pro Rata New Cash Notes Purchaser Entitlements and all Notional Initial New Cash Notes Backstop Provider Entitlements})$$

Part B
NEW CASH NOTES PURCHASER HOLDCO SHARES ENTITLEMENT

The issued ordinary shares in Holdco to be transferred to a New Cash Notes Purchaser *solely in respect of its provision of new funding*, expressed as a percentage of all issued ordinary shares of Holdco on the Implementation Date, shall be calculated as follows

$$\left[\left(\frac{\text{Notional New Cash Notes Entitlement of New Cash Notes Purchaser}}{\text{€200,000,000}} \right) \times 59.977\% \right]$$

Appendix 3 BACKSTOP PROVIDER HOLDCO SHARES ENTITLEMENTS

For the avoidance of doubt, this Appendix 3 shall only apply to any Holdco Shares to which the relevant party may be entitled in its capacity as New Cash Notes Backstop Provider and/or New Senior Private Notes Backstop Provider

If the Restructuring proceeds on the basis that the USD Escrow Account has been credited with an amount equal to 97.5% or more but less than 100% of the Required Escrow Funding Amounts, the references in this Appendix 3 to Euro amounts shall be adjusted downwards accordingly

The issued ordinary shares in Holdco to be transferred to a New Cash Notes Backstop Provider and/or New Senior Private Notes Backstop Provider *solely in respect of its backstop commitment*, expressed as a percentage of all issued ordinary shares of Holdco on the Implementation Date, shall be calculated as follows

(I) New Cash Notes Backstop Provider Holdco Shares Entitlement

$$\left[\frac{\text{New Cash Notes Final Backstop Commitment of a New Cash Notes Backstop Provider}}{\text{The aggregate of all New Cash Notes Final Backstop Commitments}} \right] \times 9.800\%$$

(II) New Senior Private Notes Backstop Provider Holdco Shares Entitlement

$$\left[\frac{\text{New Senior Private Notes Final Backstop Commitment of a New Senior Private Notes Backstop Provider}}{\text{The aggregate of all New Senior Private Notes Final Backstop Commitments}} \right] \times 0.98\%$$

"New Senior Private Notes Final Backstop Commitment" means in respect of a New Senior Private Notes Backstop Provider, the amount of the New Senior Private Notes that it has irrevocably agreed to backstop as at the Record Time pursuant to clause 11 (*Backstop Arrangements*) of the Lock-Up Agreement as set out in part II of the confidential annexure to its Recalculated Backstop Commitment Notification Letter (subject to any New Senior Private Notes commitment to backstop the New Senior Private Notes purchased or sold by it after the Initial Amendment Effective Date)



No. 8609 of 2015

**IN THE HIGH COURT OF
JUSTICE**

CHANCERY DIVISION

COMPANIES COURT

MR JUSTICE NEWEY

IN THE MATTER OF

CODERE FINANCE (UK) LIMITED

AND

IN THE MATTER OF

THE COMPANIES ACT 2006

ORDER



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