

Important Notice

THE FOLLOWING OFFERING MEMORANDUM IS AVAILABLE ONLY TO INVESTORS WHO ARE EITHER (1) QUALIFIED INSTITUTIONAL BUYERS (“QIBs”) WITHIN THE MEANING OF RULE 144A (“RULE 144A”) UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR (2) OUTSIDE THE UNITED STATES AND ARE NOT U.S. PERSONS WITHIN THE MEANING OF REGULATION S (“REGULATION S”) UNDER THE U.S. SECURITIES ACT.

IMPORTANT: You must read the following before continuing. The following disclaimer applies to the offering memorandum (the “*Offering Memorandum*”) following this notice, whether received by email or otherwise received as a result of electronic communication. You are therefore advised to read this carefully before reading, accessing or making any other use of the following Offering Memorandum. In accessing the following Offering Memorandum, you agree to be bound by the following terms and conditions, including any modifications to them each time you receive any information from us as a result of such access.

The following Offering Memorandum has been prepared in connection with the proposed offer and sale of the securities (including the guarantees) described therein. The following Offering Memorandum and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other person.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION, AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS SUCH TERMS ARE DEFINED IN REGULATION S) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

THE FOLLOWING OFFERING MEMORANDUM WILL BE ACCESSIBLE IN ELECTRONIC FORMAT AND YOU ACKNOWLEDGE THAT YOU RECEIVED THE FOLLOWING OFFERING MEMORANDUM IN A FORM THAT MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE U.S. SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORIZED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE NOTES DESCRIBED HEREIN.

Confirmation of your representation: In order to be eligible to view the following Offering Memorandum or make an investment decision with respect to the securities, you must be either (1) a QIB or (2) a person who is not a U.S. person (within the meaning of Regulation S) in an offshore transaction outside the United States in reliance on Regulation S, *provided that* investors resident in a Member State of the European Economic Area must be qualified investors (within the meaning of Article 2(1)(e) of Directive 2003/71/EC (as amended by the Directive 2010/73/EU) and any relevant implementing measure in each Member State of the European Economic Area or the United Kingdom) (“*Qualified Investors*”). The following Offering Memorandum is being sent at your request. By accessing the following Offering Memorandum or accepting an e-mail with the following Offering Memorandum, you shall be deemed to have represented to us and the initial purchasers named as such in the following Offering Memorandum (the “*Initial Purchasers*”) that:

- (1) you consent to delivery of such Offering Memorandum by electronic transmission; and
- (2) either you and any customers you represent are:
 - (a) QIBs; or
 - (b) (i) not a U.S. person and (ii) not located (and the e-mail address that you gave to us and to which the e-mail has been delivered is not located, and will not be deemed to be located) in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands), any State of the United States or the District of Columbia.

Prospective purchasers that are QIBs are hereby notified that the seller of the securities will be relying on the exemption from the provisions of Section 5 of the U.S. Securities Act provided by Rule 144A.

You are reminded that the following Offering Memorandum has been delivered to you on the basis that you are a person into whose possession the following Offering Memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located, and you may not, nor are you authorized to, deliver the following Offering Memorandum to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where such offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Initial Purchasers or any affiliate of the Initial Purchasers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the Initial Purchasers or such affiliate on behalf of the Issuer in such jurisdiction.

Under no circumstances shall the following Offering Memorandum constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

The notes described in the following Offering Memorandum are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “*MiFID II*”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “*Insurance Distribution Directive*”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “*Prospectus Regulation*”). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “*PRIIPs Regulation*”) for offering or selling the notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

THE FOLLOWING OFFERING MEMORANDUM HAS BEEN PREPARED ON THE BASIS THAT ANY OFFER OF NOTES IN ANY MEMBER STATE OF THE EEA WILL BE MADE PURSUANT TO AN EXEMPTION UNDER THE PROSPECTUS REGULATION FROM THE REQUIREMENT TO PUBLISH A PROSPECTUS FOR OFFERS OF NOTES. THE FOLLOWING OFFERING MEMORANDUM IS NOT A PROSPECTUS FOR THE PURPOSES OF THE PROSPECTUS REGULATION.

The notes described in the following Offering Memorandum are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“UK”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“*EUWA*”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, “*FSMA*”) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the “*UK Prospectus Regulation*”). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “*UK PRIIPs Regulation*”) for offering or selling the notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

You are reminded that in the United Kingdom, the following Offering Memorandum and any other material in relation to the notes described in the Offering Memorandum are being distributed only to, and are directed only at, persons who are “qualified investors” (as defined in the UK Prospectus Regulation) who are (i) persons having professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “*Order*”); (ii) high net worth entities falling within Article 49(2)(a) to (d) of the Order; or (iii) persons to whom it would otherwise be lawful to distribute them, all such persons together being referred to as “*Relevant Persons*.” In the United Kingdom, the notes described in the following Offering Memorandum are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such notes will be engaged in only with, Relevant Persons. The following Offering Memorandum and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by any recipients to any other person in the United Kingdom. Any person in the United Kingdom that is not a Relevant Person should not act or rely on the Offering Memorandum or its contents. The notes described in the following Offering Memorandum are not being offered to the public in the United Kingdom.

THE FOLLOWING OFFERING MEMORANDUM HAS BEEN PREPARED ON THE BASIS THAT ANY OFFER OF NOTES IN THE UNITED KINGDOM WILL BE MADE PURSUANT TO AN EXEMPTION UNDER THE UK PROSPECTUS REGULATION AND THE FINANCIAL SERVICES AND MARKETS ACT 2000 FROM THE

REQUIREMENT TO PUBLISH A PROSPECTUS FOR OFFERS OF NOTES. THE FOLLOWING OFFERING MEMORANDUM IS NOT A PROSPECTUS FOR THE PURPOSES OF THE UK PROSPECTUS REGULATION.

MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of each manufacturer’s product approval process in the EEA, the target market assessment in respect of the notes described in the following Offering Memorandum has led to the conclusion that: (i) the target market for such notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of such notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending such notes (an “*EEA distributor*”) should take into consideration each manufacturer’s target market assessment; however, an EEA distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of such notes (by either adopting or refining each manufacturer’s target market assessment) and determining appropriate distribution channels.

UK MiFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of the manufacturer’s product approval process in the United Kingdom, the target market assessment in respect of the notes described in the following Offering Memorandum has led to the conclusion that: (i) the target market for such notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“*COBS*”), and professional clients as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“*UK MiFIR*”); and (ii) all channels for distribution of such notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending such notes (a “*UK distributor*”) should take into consideration the manufacturer’s target market assessment; however, a UK distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “*UK MiFIR Product Governance Rules*”) is responsible for undertaking its own target market assessment in respect of the notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

The following Offering Memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission, and consequently none of the Initial Purchasers, or any person who controls any of the Initial Purchasers, or any of their directors, officers, employees or agents accepts any liability or responsibility whatsoever in respect of any difference between the following Offering Memorandum distributed to you in electronic format and the hard copy version available to you on request from the Initial Purchasers.



Cirsia Finance International S.à r.l.

€450,000,000 6.500% Senior Secured Notes due 2029

€200,000,000 Floating Rate Senior Secured Notes due 2028

Cirsia Finance International S.à r.l. (formerly, LHMC Finco S.à r.l.) (a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés du Luxembourg*) under number B224669) (the “*Issuer*”), is offering (the “*Offering*”) €450,000,000 aggregate principal amount of 6.500% Senior Secured Notes due 2029 (the “*New Fixed Rate Notes*”) and €200,000,000 aggregate principal amount of Floating Rate Senior Secured Notes due 2028 (the “*New Floating Rate Notes*” and, together with the New Fixed Rate Notes, the “*New Notes*”). The New Notes will be issued as “*Additional Notes*” under the Indenture (as defined herein) pursuant to which the Issuer issued €375,000,000 7.875% Senior Secured Notes due 2028 (the “*2028 Fixed Rate Notes*”) and €325,000,000 Floating Rate Senior Secured Notes due 2028 (the “*2028 Floating Rate Notes*” and, together with the 2028 Fixed Rate Notes, the “*2028 Notes*”). The New Notes and the 2028 Notes are collectively referred to herein as the “*Notes*.” The New Notes will constitute a single class of debt securities with the 2028 Notes under the Indenture, including with respect to waivers, amendments, redemptions and offers to purchase, except as otherwise specified with respect to the New Notes. However, the New Fixed Rate Notes will be issued as a separate series from the 2028 Notes under the Indenture, will have different common codes and ISINs than the 2028 Notes, will have a different maturity and interest rate than the 2028 Notes, will have different redemption prices than the 2028 Notes and will not be fungible with either series of the 2028 Notes for U.S. federal income tax purposes. The New Floating Rate Notes and the 2028 Floating Rate Notes will form a single series under the Indenture and the New Floating Rate Notes will have the same ISIN and common codes as the 2028 Floating Rate Notes sold outside the United States pursuant to Regulation S (“*Regulation S*”) of the U.S. Securities Act of 1933, as amended (the “*U.S. Securities Act*”), provided that the New Floating Rate Notes will initially be issued bearing a temporary ISIN and common code. On and from the consolidation date (the date which is 40 days after the date of the original issuance of the New Floating Rate Notes and the last date on which we or any of our affiliates were the owner of the New Floating Rate Notes), the New Floating Rate Notes will be consolidated and fully fungible with the 2028 Floating Rate Notes sold outside the United States pursuant to Regulation S. See “*Description of the Notes*.” The 2028 Floating Rate Notes and the New Floating Rate Notes are collectively referred to herein as the “*Floating Rate Notes*.”

The proceeds from the New Notes sold on the Issue Date will be used: (i) to redeem the entire outstanding amount of the 2025 Notes issued under the 2019 Indenture, (ii) for distribution to LHMC Finco 2 S.à r.l. in order to repay a portion of the outstanding amount of its PIK Notes issued under the PIK Indenture, (iii) to redeem a portion of the outstanding amount of the 10.375% 2027 Notes issued under the 2019 Indenture, (iv) to pay the accrued and unpaid interest in respect of the 2025 Notes and the PIK Notes being redeemed and the redemption premium and accrued and unpaid interest in respect of the 10.375% 2027 Notes being redeemed as well as fees and expenses associated with the Offering and (v) for general corporate purposes. See “*Use of Proceeds*.” Interest on the New Fixed Rate Notes will be paid semi-annually in arrear on each April 15 and October 15, commencing on April 15, 2024. Interest on the New Floating Rate Notes will be paid quarterly in arrear on each January 31, April 30, July 31 and October 31, commencing on April 30, 2024. The New Fixed Rate Notes will mature on March 15, 2029. The New Floating Rate Notes will mature on July 31, 2028.

The Issuer may redeem the New Fixed Rate Notes in whole or in part at any time on or after February 13, 2026 at the redemption prices set forth in this offering memorandum (the “*Offering Memorandum*”). Prior to February 13, 2026, the Issuer will be entitled, at its option, to redeem all or a portion of the New Fixed Rate Notes at a redemption price equal to 100% of the principal amount of such New Fixed Rate Notes, plus accrued and unpaid interest and additional amounts, if any, plus a “make-whole” premium, as described in this Offering Memorandum. Prior to February 13, 2026, the Issuer will also be entitled, at its option, to redeem up to 40% of the aggregate principal amount of the New Fixed Rate Notes (including additional New Fixed Rate Notes) with the net cash proceeds from certain equity offerings at a redemption price set forth in this Offering Memorandum. In addition, at any time prior to February 13, 2026, the Issuer may, during each twelve month period commencing with the Issue Date (as defined below), redeem up to 10% of the aggregate principal amount of the New Fixed Rate Notes at a redemption price equal to 103% of the principal amount redeemed, plus accrued and unpaid interest and additional amounts, if any, to, but excluding, the date of redemption. The Issuer may redeem the Floating Rate Notes in whole or in part at any time on or after July 19, 2024 at the redemption prices set forth in this Offering Memorandum. Prior to July 19, 2024, the Issuer will be entitled, at its option, to redeem all or a portion of the Floating Rate Notes at a redemption price equal to 100% of the principal amount of such Floating Rate Notes, plus accrued and unpaid interest and additional amounts, if any, plus a “make-whole” premium, as described in this Offering Memorandum. The Issuer may also redeem all, but not less than all, of the Notes of a series upon the occurrence of certain changes in applicable tax law. Upon the occurrence of certain events constituting a change of control or upon the occurrence of certain asset sales, the Issuer may be required to make an offer to repurchase the Notes. However, a change of control will not be deemed to have occurred if a specified consolidated net leverage ratio is not exceeded in connection with such event.

The New Notes will be senior secured obligations of the Issuer and will rank *pari passu* in right of payment with all other existing and future senior debt of the Issuer, including the Revolving Credit Facility, the 2027 Notes and the 2028 Notes (in each case, as defined herein). Subject to the Agreed Security Principles (as defined herein), on or about the Issue Date, the New Notes will be guaranteed on a senior secured basis (the “*Guarantees*” and each, a “*Guarantee*”) by the Company and certain of its direct and indirect subsidiaries (the “*Subsidiary Guarantors*” and, together with the Company, the “*Guarantors*”), all of which are guarantors of the Revolving Credit Facility, the 2027 Notes and the 2028 Notes. Pursuant to the Collateral Documents (as defined herein), and subject to the Intercreditor Agreement, the Agreed Security Principles, Permitted Liens (in each case, as defined and more fully described in this Offering Memorandum) and certain perfection requirements, within 120 days of the Issue Date, the New Notes and the Guarantees with respect to the New Notes will be secured on a first-priority basis by security interests granted over certain assets that also secure our obligations under the Revolving Credit Facility Agreement, the 2027 Notes and the 2028 Notes (collectively, the “*Collateral*”). The New Notes, the Guarantees and the Collateral will be subject to restrictions on enforcement and other intercreditor arrangements. See “*Description of Other Indebtedness—Intercreditor Agreement*” and “*Limitations on Validity and Enforceability of Guarantees and Security*.” Under the terms of the Intercreditor Agreement (as defined herein), in the event of an enforcement of the Collateral or certain distressed disposals, the holders of the New Notes, the 2027 Notes and the 2028 Notes will receive proceeds from such Collateral only after the lenders under the Revolving Credit Facility, counterparties to certain hedging agreements and lenders or creditors under certain other indebtedness. The Guarantees and the security interests in the Collateral may be released under certain circumstances. See “*Risk Factors—Risks Related to the New Notes, the Guarantees and the Collateral*,” “*Description of Other Indebtedness—Intercreditor Agreement*” and “*Description of the Notes—Security*.”

There is currently no public market for the New Notes. Application will be made to list the New Notes on the Official List of the Luxembourg Stock Exchange for trading on the Euro MTF Market. There is no assurance that the New Notes will be listed on the Official List of the Luxembourg Stock Exchange or be admitted to trading on the Euro MTF Market.

Investing in the New Notes involves a high degree of risk. See “*Risk Factors*” beginning on page 23.

New Fixed Rate Notes Price: 100.000% plus accrued and unpaid interest, if any, from the Issue Date.

New Floating Rate Notes Price: 101.250% plus accrued and unpaid interest, if any, from January 31, 2024.

The New Notes will be issued in the form of global notes in registered form. See “*Book-Entry: Delivery and Form*.” The New Notes will be issued in denominations of €100,000 and integral multiples of €1,000 in excess thereof. The New Notes are expected to be delivered to investors in book-entry form through Euroclear Bank SA/NV (“*Euroclear*”) and Clearstream Banking, S.A. (“*Clearstream*”), on or about February 13, 2024 (the “*Issue Date*”).

The New Notes and the Guarantees have not been and will not be registered under the U.S. Securities Act, or the securities laws of any state of the United States or any other jurisdiction. Accordingly, the New Notes are being offered and sold in the United States only to “qualified institutional buyers” (“*QIBs*”) in accordance with Rule 144A under the U.S. Securities Act and outside the United States to persons who are not U.S. persons in offshore transactions in accordance with Regulation S. Prospective purchasers of the New Notes that are qualified institutional buyers are hereby notified that the seller of any New Note may be relying on the exemption from the provisions of Section 5 of the U.S. Securities Act provided by Rule 144A thereunder. For further details about eligible offerees and resale restrictions, see “*Plan of Distribution*” and “*Transfer Restrictions*.”

Global Coordinators and Joint Bookrunners

Deutsche Bank

Barclays

BBVA

Jefferies

UBS Investment
Bank

The date of this Offering Memorandum is January 30, 2024

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We expect that delivery of the New Notes will be made against payment on the New Notes on or about the date specified on the cover page of this Offering Memorandum, which will be ten business days (as such term is used for purposes of Rule 15c6-1 of the U.S. Securities Exchange Act of 1934, as amended (the “*U.S. Exchange Act*”)) following the date of pricing of the New Notes (this settlement cycle is being referred to as “*T+10*”). Under Rule 15c6-1 of the U.S. Exchange Act, trades in the secondary market generally are required to settle in two business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the New Notes on the date of this Offering Memorandum or the next seven business days will be required, by virtue of the fact that the New Notes initially will settle T+10, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the New Notes who wish to make such trades should consult their advisors. See “*Plan of Distribution*.”

Important Information

In making an investment decision regarding the New Notes offered by this Offering Memorandum, you must rely on your own examination of the Company and its subsidiaries (including the Issuer) (the “Group”), as well as the terms of this Offering and the application of the proceeds of the Offering as described in “*Use of Proceeds*” including the merits and risks involved. The Offering is being made on the basis of this Offering Memorandum only. Any decision to purchase the New Notes in the Offering must be based on the information contained in this Offering Memorandum. None of the Group or the Initial Purchasers have authorized anyone to provide you with additional or different information.

You are not to construe the contents of this Offering Memorandum as investment, legal or tax advice. You should consult your own counsel, accountants and other advisors as to legal, tax, business, financial and related aspects of a purchase of the New Notes. You are responsible for making your own examination of the Group’s business and your own assessment of the merits and risks of investing in the New Notes. None of the Group or the Initial Purchasers are making any representation to you regarding the legality of an investment in the New Notes by you under appropriate legal investment or similar laws and are not responsible for, and are not making any representation to you concerning our future performance or the accuracy or completeness of this Offering Memorandum.

The information contained in this Offering Memorandum has been furnished by us and other sources that the Group believes to be reliable. No representation or warranty, express or implied, is made by the Initial Purchasers or their respective directors, affiliates, advisors and agents as to the accuracy or completeness of any of the information set out in this Offering Memorandum, and nothing contained in this Offering Memorandum is, or shall be relied upon as, a promise or representation by the Initial Purchasers or their respective directors, affiliates, advisors and agents, whether as to the past or the future. By receiving this Offering Memorandum, you acknowledge that you have not relied on the Initial Purchasers or their respective directors, affiliates, advisors and agents in connection with your investigation of the accuracy of this information or your decision whether to invest in the New Notes.

Summaries of documents contained in this Offering Memorandum may not be complete. The Group will make copies of certain actual documents available to you upon request. See “*Where You Can Find Other Information*.” None of the Group or the Initial Purchasers represents that the information in this Offering Memorandum is complete. All summaries of the documents contained herein are qualified in their entirety by this reference. You agree to the foregoing by accepting this Offering Memorandum.

No person is authorized in connection with any offering made by this Offering Memorandum to give any information or to make any representation not contained in this Offering Memorandum and, if given or made, any other information or representation must not be relied upon as having been authorized by any member of the Group or the Initial Purchasers. The information contained in this Offering Memorandum is accurate as at the date hereof. Neither the delivery of this Offering Memorandum at any time nor any subsequent commitment to purchase the New Notes shall, under any circumstances, create any implication that there has been no change in the information set forth in this Offering Memorandum or in the business of the Group since the date of this Offering Memorandum.

The Issuer and the Guarantors have made all reasonable inquiries and confirmed to the best of their knowledge, information and belief that the information contained in this Offering Memorandum is true and accurate in all material respects, that the opinions and intentions expressed in this Offering Memorandum are honestly held, and the Issuer and the Guarantors are not aware of any other facts the omission of which would make this Offering Memorandum or any statement contained herein misleading in any material respect.

The Issuer reserves the right to withdraw this Offering at any time. The Issuer is making this Offering subject to the terms described in this Offering Memorandum. The Issuer and the Initial Purchasers each reserve the right to reject any commitment to subscribe for the New Notes in whole or in part and to allot to any prospective investor less than the full amount of the New Notes sought by such investor. The Initial Purchasers and certain of their related entities may acquire, for their own accounts, a portion of the New Notes.

The New Notes are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the U.S. Securities Act and applicable securities laws. You should be aware that you may be required to bear the financial risks of this investment for an indefinite period of time. See “*Plan of Distribution*” and “*Transfer Restrictions*.”

The distribution of this Offering Memorandum and the offer and sale of the New Notes are restricted by law in some jurisdictions. This Offering Memorandum does not constitute an offer to sell or an invitation to subscribe for or purchase any of the New Notes in any jurisdiction in which such offer or invitation is not authorized or to any person to whom it is unlawful to make such an offer or invitation. No action has been, or will be, taken to permit a public offering in any jurisdiction where action would be required for that purpose. Each prospective offeree or purchaser of the New Notes must comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers or sells the

Notes or possesses or distributes this Offering Memorandum, and must obtain any consent, approval or permission required under any regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales, and neither the Issuer nor the Initial Purchasers shall have any responsibility therefor. See “—Notice to prospective U.S. investors,” “—Notice to Canadian investors,” “—Notice to European Economic Area investors,” “—Notice to United Kingdom investors,” “Plan of Distribution” and “Transfer Restrictions.”

The Issuer and the Guarantors have prepared this Offering Memorandum solely for use in connection with the offer of the New Notes and the Guarantees to QIBs under Rule 144A under the U.S. Securities Act and outside the United States to persons who are not U.S. persons under Regulation S under the U.S. Securities Act.

The information set out in the sections of this Offering Memorandum describing clearing and settlement arrangements, including the section entitled “*Book-entry: Delivery and Form*,” is subject to any change or reinterpretation of the rules, regulations and procedures of Euroclear and Clearstream as currently in effect. The information in such sections concerning these clearing and settlement arrangements has been obtained from sources that the Issuer believes to be reliable. This information has been accurately reproduced and as far as the Issuer is aware, and is able to ascertain from published information, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer accepts responsibility only for the correct extraction and reproduction of such information, but not for the accuracy of such information. If you wish to use the facilities of any clearing system you should confirm the applicability of the rules, regulations and procedures of the relevant clearing system. The Issuer will not be responsible or liable for any aspect of the records relating to, or payments made on account of, Book-Entry Interests (as defined herein) held through the facilities of any clearing system or for maintaining, supervising or reviewing any records, relating to such Book-Entry Interests.

The New Notes will be available initially only in book-entry form. The Issuer expects that the New Notes offered hereby will be issued in the form of one or more global notes, which will be deposited with, or on behalf of, a common depository for the accounts of Euroclear and/or Clearstream. Beneficial interests in the global notes will be shown on, and transfers of beneficial interests in the global notes will be effected only through, records maintained by Euroclear and/or Clearstream and their participants, as applicable. After the initial issuance of the global notes, notes in certificated form will be issued in exchange for the global notes only as set forth in the Indenture. See “*Book-Entry: Delivery and Form*.”

Each prospective purchaser of the New Notes must comply with all applicable laws and rules and regulations in force in any jurisdiction in which it purchases, offers or sells the New Notes and must obtain any consent, approval or permission required by it for the purchase, offer or sale by it of the New Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales, and none of the Group or the Initial Purchasers shall have any responsibility therefor.

Further, no securities authority in Luxembourg has approved or disapproved of these New Notes or determined whether this Offering Memorandum is truthful or complete.

Application will be made for the listing of the New Notes on the Official List of the Luxembourg Stock Exchange and to be admitted for trading on the Luxembourg Stock Exchange’s Euro MTF Market in accordance with the rules and regulations of that exchange. The Issuer intends to submit this Offering Memorandum to the competent authorities in connection with the listing application or be admitted to trade on the Euro MTF Market. There can be no assurances that the New Notes will be listed on the Official List of the Luxembourg Stock Exchange or be admitted to trading on the Euro MTF Market. In the course of any review by the competent authority, the Group may be requested to make changes to the financial and other information included in this Offering Memorandum in producing listing particulars for such listing. Comments by the competent authority may require significant modification or reformulation of information contained in this Offering Memorandum or may require the inclusion of additional information. The Group may also be required to update the information in this Offering Memorandum to reflect changes in its business, financial condition or results of operations and prospects. The Group cannot guarantee that its application for admission of the New Notes on the Official List of the Luxembourg Stock Exchange will be approved, and settlement of the New Notes is not conditioned on obtaining this listing.

THE NEW NOTES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED WITH THE SUPERINTENDENCY OF CAPITAL MARKETS OF PANAMA. ACCORDINGLY, (I) THE NEW NOTES CANNOT BE PUBLICLY OFFERED OR SOLD IN PANAMA, EXCEPT IN TRANSACTIONS EXEMPT FROM REGISTRATION UNDER THE PANAMANIAN SECURITIES LAWS, (II) THE SUPERINTENDENCY OF THE CAPITAL MARKETS HAS NOT REVIEWED THE INFORMATION CONTAINED IN THIS OFFERING MEMORANDUM, (III) THE NEW NOTES AND ITS OFFER ARE NOT SUBJECT TO THE SUPERVISION OF THE PANAMANIAN SUPERINTENDENCY OF CAPITAL MARKETS, AND (IV) THE NEW NOTES DO NOT BENEFIT FROM THE TAX INCENTIVES PROVIDED BY THE PANAMANIAN SECURITIES LAWS AND REGULATIONS.

Stabilization

IN CONNECTION WITH THE ISSUANCE OF THE NEW NOTES, DEUTSCHE BANK AKTIENGESELLSCHAFT (THE “*STABILIZING MANAGER*”) (OR ANY PERSON ACTING ON BEHALF OF THE STABILIZING MANAGER) MAY OVER-ALLOT NEW NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NEW NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILIZING MANAGER (OR ANY PERSON ACTING ON BEHALF OF THE STABILIZING MANAGER) WILL UNDERTAKE STABILIZATION ACTION. ANY STABILIZATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE NEW NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE NEW NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NEW NOTES.

Notice to Investors

Notice to prospective U.S. investors

None of the U.S. Securities and Exchange Commission, any state securities commission or any other regulatory authority has approved or disapproved of the New Notes or the Guarantees, and none of the foregoing authorities have passed upon or endorsed the merits of the Offering or the accuracy or adequacy of this Offering Memorandum. Any representation to the contrary could be a criminal offense in certain jurisdictions.

The New Notes are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the U.S. Securities Act and the applicable state securities laws, including pursuant to registration or exemption therefrom. You should be aware that you may be required to bear the financial risks of this investment for an indefinite period of time. The New Notes have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and are subject to certain restrictions on transfer. You are hereby notified that the seller of any New Note may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. See “*Plan of Distribution*” and “*Transfer Restrictions*” for a description of certain further restrictions on offers and sales of the Notes and distribution of this Offering Memorandum.

Notice to Canadian investors

The New Notes may only be offered or sold in each of the provinces of Canada to or for the benefit of a resident of these provinces pursuant to an exemption from the requirement to file a prospectus in such province in which such offer or sale is made, and only by a registrant duly registered under the applicable securities laws of that province or by a person or company that is relying in that province on the “international dealer” exemption provided by section 8.18 of National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations* (“*NI 31-103*”). Furthermore, the New Notes may only be offered or sold to residents of any such province that are purchasing, or deemed to be purchasing, as principal, that are “accredited investors” as defined in National Instrument 45-106 *Prospectus Exemptions* (“*NI 45-106*”) or subsection 73.3(1) of the Securities Act (Ontario), as applicable, and that are “permitted clients” as defined in NI 31-103 and that are not individuals. Each Canadian purchaser that purchases Notes in this Offering will be deemed to have acknowledged that any resale of the New Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws and will be deemed to represent and warrant that it is not an individual and is purchasing as principal (or deemed principal) and it is an “accredited investor” and “permitted client” in connection with any purchase of New Notes hereunder.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the Offering Memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* (“*NI 33-105*”), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this Offering.

Upon receipt of this document, each Canadian purchaser hereby confirms that it has expressly requested that all documents evidencing or relating in any way to the sale of the securities described herein (including for greater certainty any purchase confirmation or any notice) be drawn up in the English language only. Par la réception de ce document, chaque acheteur canadien confirme par les présentes qu’il a expressément exigé que tous les documents faisant foi ou se

rapportant de quelque manière que ce soit à la vente des valeurs mobilières décrites aux présentes (incluant, pour plus de certitude, toute confirmation d'achat ou tout avis) soient rédigés en anglais seulement.

Notice to European Economic Area investors

The New Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “*MiFID II*”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “*Insurance Distribution Directive*”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “*Prospectus Regulation*”). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “*PRIIPs Regulation*”) for offering or selling the New Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the New Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. This Offering Memorandum has been prepared on the basis that any offer of New Notes in any member state of the EEA will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of New Notes. This Offering Memorandum is not a prospectus for the purposes of the Prospectus Regulation.

Solely for the purposes of each manufacturer’s product approval process in the EEA, the target market assessment in respect of the New Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the New Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the New Notes (an “*EEA distributor*”) should take into consideration each manufacturer’s target market assessment; however, an EEA distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the New Notes (by either adopting or refining each manufacturer’s target market assessment) and determining appropriate distribution channels.

Notice to United Kingdom investors

The New Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“UK”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“*EUWA*”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, “*FSMA*”) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the “*UK Prospectus Regulation*”). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “*UK PRIIPs Regulation*”) for offering or selling the New Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

In the United Kingdom, this Offering Memorandum and any other material in relation to the New Notes described in this Offering Memorandum are being distributed only to, and are directed only at, persons who are “*qualified investors*” (as defined in the UK Prospectus Regulation) who are (i) persons having professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “*Order*”), (ii) high net worth entities falling within Article 49(2)(a) to (d) of the Order, or (iii) persons to whom it would otherwise be lawful to distribute them, all such persons together being referred to as “*Relevant Persons*.” In the United Kingdom, the New Notes are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such New Notes will be engaged in only with, Relevant Persons. This Offering Memorandum and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by any recipients to any other person in the United Kingdom. Any person in the United Kingdom that is not a Relevant Person should not act or rely on this Offering Memorandum or its contents. The New Notes are not being offered to the public in the United Kingdom.

Solely for the purposes of the manufacturer’s product approval process in the United Kingdom, the target market assessment in respect of the New Notes has led to the conclusion that: (i) the target market for the New Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“*COBS*”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“*UK MiFIR*”); and (ii) all channels for distribution of the New Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the New Notes (a “*UK*”

distributor”) should take into consideration the manufacturer’s target market assessment; however, a UK distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “*UK MiFIR Product Governance Rules*”) is responsible for undertaking its own target market assessment in respect of the New Notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

In connection with this Offering, the Initial Purchasers are not acting for anyone other than the Issuer and will not be responsible to anyone other than the Issuer for providing the protections afforded to its clients nor for providing advice in relation to this Offering.

THIS OFFERING MEMORANDUM CONTAINS IMPORTANT INFORMATION WHICH YOU SHOULD READ BEFORE YOU MAKE ANY DECISION WITH RESPECT TO AN INVESTMENT IN THE NEW NOTES.

Kingdom of Denmark. This Offering Memorandum has not been filed with or approved by the Danish Financial Supervisory Authority or any other regulatory authority in Denmark. The New Notes have not been offered or sold and may not be offered, sold or delivered directly or indirectly in Denmark by way of a public offering, unless in compliance with Chapter 6 or Chapter 12 of the Danish Act on Trading in Securities and Executive Orders issued pursuant thereto as amended from time to time.

France. This Offering Memorandum has not been prepared and is not being distributed in the context of a public offering of financial securities in France within the meaning of Article L. 411-1 of the French *Code Monétaire et Financier* and Title I of Book II of the *Règlement Général de l’Autorité des marchés financiers* (the French financial markets authority) (the “*AMF*”). Consequently, the New Notes may not be, directly or indirectly, offered or sold to the public in France (*offre au public de titres financiers*), and neither this Offering Memorandum nor any offering or marketing materials relating to the New Notes must be made available or distributed in any way that would constitute, directly or indirectly, an offer to the public in France.

The New Notes may only be offered or sold in France pursuant to article L. 411-2-II of the French *Code Monétaire et Financier* to (i) qualified investors (*investisseurs qualifiés*) or a restricted circle of investors (*cercle restreint d’investisseurs*) acting for their own account and/or (ii) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d’investissement de gestion de portefeuille pour compte de tiers*), all as defined in and in accordance with Articles L. 411-1, L. 411-2, D. 411-1, D. 744-1, D. 754-1 and D. 764-1 of the French *Code Monétaire et Financier*.

Prospective investors are informed that:

- (i) this Offering Memorandum has not been and will not be submitted for clearance to the AMF;
- (ii) in compliance with Articles L. 411-2, D. 411-1, D. 744-1, D. 754-1 and D. 764-1 of the French *Code Monétaire et Financier*, any qualified investors and any restricted circle of investors subscribing for the New Notes may only be acting for their own account; and
- (iii) the direct and indirect distribution or sale to the public of the New Notes acquired by them may only be made in compliance with applicable laws and regulations, in particular those relating to an offer to the public (*offre au public de titres financiers*) (which are embodied in Articles L. 411 1, L. 411 2, L. 412 1 and L. 621 8 through L. 621 8 3 of the French *Code Monétaire et Financier*).

Federal Republic of Germany. The Offering is not a public offering in the Federal Republic of Germany. The New Notes may only be offered, sold and acquired in accordance with the provisions of the Securities Prospectus Act of the Federal Republic of Germany, as amended (the “*Securities Prospectus Act*,” *Wertpapierprospektgesetz, WpPG*), the Commission Regulation (EC) No. 809/2004 of April 29, 2004, as amended, and any other applicable German law. No application has been made under German law to permit a public offer of the New Notes in the Federal Republic of Germany. This Offering Memorandum has not been approved for purposes of a public offer of the New Notes and accordingly the New Notes may not be, and are not being, offered or advertised publicly or by public promotion in Germany. Therefore, this Offering Memorandum is strictly for private use and the offer is only being made to recipients to whom the document is personally addressed and does not constitute an offer or advertisement to the public. The New Notes will only be available to, and this Offering Memorandum and any other offering material in relation to the New Notes is directed only at, persons who are qualified investors (*qualifizierte Anleger*) within the meaning of Section 2, No. 6 of the Securities Prospectus Act or which are subject of another exemption in accordance with Section 3 Para. 2 of the Securities Prospectus Act. Any resale of the New Notes in the Federal Republic of Germany may only be made in accordance with the Securities Prospectus Act and other applicable laws. The Issuer has not, and does not intend to, file a securities prospectus with the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) (“*BaFin*”) or obtain a notification to the BaFin from another competent authority of a Member State of the European Economic Area, with which a securities prospectus may have been filed, pursuant to Section 17 Para. 3 of the Securities Prospectus Act.

Republic of Italy. The Offering has not been cleared by the Commissione Nazionale per le Società e la Borsa (“CONSOB”) (the Italian securities exchange commission), pursuant to Italian securities legislation. Accordingly, no New Notes may be offered, sold or delivered, nor may copies of this Offering Memorandum or of any other document relating to the New Notes be distributed in the Republic of Italy, except in accordance with the exceptions provided under the Prospectus Regulation and any Italian securities, tax and other applicable laws and regulations.

Accordingly, no New Notes may be offered, sold or delivered, nor may copies of this Offering Memorandum or of any other document relating to the Issuer, the Guarantors or the New Notes be distributed in the Republic of Italy, except (a) to qualified investors (investitori qualificati) as defined in Article 2 of Prospectus Regulation, CONSOB Regulation No. 11971 of May 14, 1999; and (b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 100 of the Legislative Decree No. 58 of February 24, 1998, as amended (the “*Financial Services Act*”) and Article 34-ter of the CONSOB Regulation No. 11971 of 14 May 1999, as amended and the applicable Italian law. Each Initial Purchaser has represented and agreed that any offer, sale or delivery of the New Notes or distribution of copies of this Offering Memorandum or of any other document relating to the New Notes in the Republic of Italy will be carried out in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

In any event, any such offer, sale or delivery of the New Notes or distribution of copies of this Offering Memorandum or any other document relating to the New Notes in the Republic of Italy must be: (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, Legislative Decree No. 385 of September 1, 1993, and CONSOB Regulation No. 20307 of February 15, 2018, as amended (in each case, as amended from time to time) and any other applicable laws and regulations; (ii) in compliance with Article 129 of the Italian Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in Italy; and (iii) in compliance with any and all other applicable laws and regulations and any other condition or limitation that may be imposed by CONSOB, the Bank of Italy or any relevant Italian authorities.

Grand Duchy of Luxembourg. This Offering does not constitute a public offering of securities within the Grand Duchy of Luxembourg and accordingly this Offering Memorandum should not be construed as a prospectus in accordance with Article 3 of the Prospectus Regulation and/or Article 18 of the Luxembourg law dated July 16, 2019 on prospectuses for securities (the “*Luxembourg Prospectus Law*”). This Offering Memorandum constitutes a document to be approved by the Luxembourg Stock Exchange for the purpose of part IV the Luxembourg Prospectus Law and for the purpose of the rules and regulations of the Luxembourg Stock Exchange. Consequently, the Offering Memorandum and the terms and conditions included therein will not be submitted for approval to the Luxembourg financial sector supervisory commission (*Commission de Surveillance du Secteur Financier*) (the “*CSSF*”) for purposes of public offering or sale in the Grand Duchy of Luxembourg and the CSSF has not reviewed or approved this Offering Memorandum or any other document related to the Offering and has not recommended or endorsed the purchase of the New Notes. Neither this Offering Memorandum nor any other document related to the Offering may be distributed or otherwise made available in or from, or published in, Luxembourg and the New Notes may not be offered or sold to the public in Luxembourg, directly or indirectly, and no steps may be taken which would constitute or result in a public offering in Luxembourg within the meaning of the Prospectus Regulation and the Luxembourg Prospectus Law, except in circumstances which do not constitute an offer of securities to the public requiring the publication of a prospectus in accordance with the Prospectus Regulation and the Luxembourg Prospectus Law. This document is intended for the confidential use of the offeree(s) it is intended for, and may not be reproduced or used for any other purpose.

The Netherlands. The New Notes (including rights representing an interest in each global note that represents the New Notes) which are the subject of this Offering Memorandum, have not been and shall not be offered, sold, transferred or delivered in the Netherlands other than to legal entities which are “qualified investors” within the meaning of the Prospectus Directive.

Kingdom of Spain. The New Notes may not be offered, sold, resold or distributed in Spain, except in circumstances which do not require the registration of a prospectus in Spain or without complying with all legal and regulatory requirements under Spanish securities laws. Offers of the New Notes in Spain shall only be directed specifically at, or made to, professional clients and eligible counterparties, as defined in Articles 194 and 196, respectively, of the Spanish Securities Markets Law (“*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*”). Neither the New Notes nor this Offering Memorandum have been registered with the Spanish Securities Market Commission (“*Comisión Nacional del Mercado de Valores*”) and therefore this Offering Memorandum is not intended for any offer of the New Notes in Spain which requires the registration of a prospectus.

Switzerland. The New Notes may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland. Neither this Offering Memorandum nor any other offering or marketing material relating to the New Notes constitutes a prospectus as such term is understood pursuant to Article 652a and/or Article 1156 of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange Ltd and may not

comply with the Directive for Notes of Foreign Borrowers of the Swiss Bankers Association. Neither this Offering Memorandum nor any other offering or marketing material relating to the New Notes may be publicly distributed or otherwise made publicly available in Switzerland. The New Notes will not be listed on the SIX Swiss Exchange Ltd or on any other exchange or regulated trading facility in Switzerland, and, therefore, the documents relating to the New Notes, including, but not limited to, this Offering Memorandum, do not claim to comply with the disclosure standards of the Swiss Code of Obligations and the listing rules of SIX Swiss Exchange Ltd and corresponding prospectus schemes annexed to the listing rules of the SIX Swiss Exchange Ltd or the listing rules of any other exchange or regulated trading facility in Switzerland.

Forward-Looking Statements

This Offering Memorandum includes forward-looking statements within the meaning of the securities laws of certain applicable jurisdictions. These forward-looking statements include, but are not limited to, all statements other than statements of historical facts contained in this Offering Memorandum, including, without limitation, those regarding the Group's intentions, beliefs or current expectations concerning, among other things, its future financial conditions and performance, results of operations and liquidity; its strategy, plans, objectives, prospects, growth, goals and targets; future developments in the markets in which it participates or is seeking to participate; and anticipated regulatory changes in the industry in which it operates. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms *"aim," "anticipate," "believe," "continue," "could," "estimate," "expect," "forecast," "guidance," "intend," "may," "plan," "project," "probability," "target," "goal," "objective," "should" or "will"* or, in each case, their negative, or other variations or comparable terminology.

By their nature, forward-looking statements involve known and unknown risks, uncertainties and other factors because they relate to events and depend on circumstances that may or may not occur in the future. The Group cautions you that forward-looking statements are not guarantees of future performance and that the Group's actual financial condition, results of operations and cash flows, and the development of the industry in which it operates, may differ materially from (and be more negative than) those made in, or suggested by, the forward-looking statements contained in this Offering Memorandum. In addition, even if the Group's financial condition, results of operations and cash flows, and the development of the industry in which it operates, are consistent with the forward-looking statements contained in this Offering Memorandum, those results or developments may not be indicative of results or developments in subsequent periods. Factors that could cause such differences in actual results include:

- the impact of the effects of economic downturn or political change in Spain and other markets in which we operate, including the recent events in Israel and the Gaza Strip as well as Russia's actions in Ukraine, higher energy costs and commodity prices, disruption of logistic chains and other geopolitical and macroeconomic factors;
- the impact of public health outbreaks, epidemics or pandemics, such as the coronavirus, on our operations and the markets in which we are active;
- risks associated with our operations outside of Spain;
- we do not control certain of our joint venture businesses;
- impact of individual events or betting outcomes and the failure to determine accurately the odds at which we will accept bets in relation to any particular event or any failure of our risk management processes;
- our inability to block access to our online services by players in certain jurisdictions;
- our ability to comply with the current gaming regulatory framework and to adapt to any regulatory changes and increases in the taxation of gaming;
- our ability to maintain our online gaming licenses and comply with online gaming rules and regulations;
- our failure to keep up with technological developments in the online gaming market;
- our failure to comply with regulations regarding the use of personal data;
- risks associated with hacker intrusion, distributed denial of service attack, malicious viruses and other cybercrime attacks;
- our ability to manage growth in our business;

- our ability to provide secure gaming products and services and to maintain the integrity of our employees in order to attract customers;
- competition from other companies in our industry and our ability to retain our market share and business position;
- changes in consumer preferences in relation to our gaming offerings;
- our dependence on maintaining and enhancing our brand;
- risks associated with a failure to detect money laundering or fraudulent activities of our customers or third parties;
- risks associated with a disruption of operations at our manufacturing facilities;
- risks relating to taxes;
- risks relating to exchange of information requirements on reportable cross-border arrangements;
- risks associated with security issues in the countries in which we operate;
- risks associated with fluctuations in foreign currency exchange rates;
- risks associated with terrorist attacks and other acts of violence or war;
- risks associated with negative perceptions and negative publicity surrounding the industry in which we operate;
- risks associated with the New Notes and the Guarantees discussed under “*Risks Factors—Risks Related to the New Notes, the Guarantees and the Collateral;*” and
- risks related to our structure discussed under “*Risks Factors—Risks Related to our Structure.*”

The foregoing factors and others described under “*Risk Factors*” should not be construed as exhaustive. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward-looking statements, which speak only as at the date hereof.

The Group discloses important factors that could cause its actual results to differ materially from its expectations in “*Risk Factors*” and “*Operating and Financial Review and Prospects.*” Other sections of this Offering Memorandum describe additional factors that could adversely affect the Group’s business, financial condition or results of operations. Moreover, the Group operates in a very competitive and rapidly changing environment. New risk factors emerge from time to time and it is not possible for the Group to predict all such risk factors. The Group cannot assess the impact of all risk factors on its business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Given these risks and uncertainties, you should not place undue reliance on forward-looking statements as a prediction of actual results.

Any forward-looking statements are only made as at the date of this Offering Memorandum and, except as required by law or the rules and regulations of any stock exchange on which the New Notes are listed, the Group undertakes no obligation to publicly update or publicly revise any forward-looking statement, whether as a result of new information, future events or otherwise. All subsequent written and oral forward-looking statements attributable to us or to persons acting on its behalf are expressly qualified in their entirety by the cautionary statements referred to above and contained elsewhere in this Offering Memorandum, including those set forth under “*Risk Factors.*”

Market and Industry Information

In this Offering Memorandum, reference is made to information regarding the Group’s business and the markets in which it operates and competes. The market information and certain economic and industry information and forecasts used in this Offering Memorandum were obtained from publications by independent industry sources, including H2 Gambling Capital—June 2022 and H2 Gambling Capital—July 2021 (together, “*H2*”) and Ernst and Young Services Corporativos, S.L. (“*Parthenon-EY*”), and publicly available information that we believe to be reliable. In particular, certain market information has been extracted from a report prepared by EY in connection with the Original Acquisition (the “*Parthenon-EY Report*”). Unless otherwise noted, statistical data relating to the Spanish gaming market cited in this

Offering Memorandum has been published by the Spanish National Gaming Commission (*Comisión Nacional del Juego*) in their annual reports. In addition to the foregoing, certain information regarding markets, market size, market share, market position, growth rates and other industry information pertaining to us contained in this Offering Memorandum were based on estimates prepared by management based on certain assumptions and management's knowledge of the industry in which the Group operates. Industry publications and forecasts generally state that the information they contain has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed. Management and Parthenon-EY have not independently verified such data and cannot guarantee their accuracy or completeness. In particular, information extracted from the Parthenon-EY Report does not contain its conclusions and cannot in any way serve as a substitute for other enquiries and procedures that you would otherwise undertake. Parthenon-EY (including its partners, employees, agents and subcontractors) accepts no responsibility and shall have no liability in contract, tort or otherwise to you or any third party in relation to the contents which have been extracted from the Parthenon-EY Report. Any use you make of the contents which have been extracted from the Parthenon-EY Report is entirely at your own risk.

In some cases, there is no readily available external information (whether from trade associations, government bodies or other organizations) to validate market-related analyses and estimates, requiring us to rely on the Group's own internally developed estimates regarding the Group's position in the industry, the Group's market share and the market shares of various industry participants based on management's experience, management's own investigation of market conditions and management's review of industry publications, including information made available to the public by the Group's competitors. None of the Group or the Initial Purchasers can assure you of the accuracy and completeness of, or take responsibility for, such data. Similarly, while management believes its internal estimates to be reasonable, these estimates have not been verified by any independent sources and none of the Group, the Initial Purchasers or Parthenon-EY can assure you as to their accuracy or the accuracy of the underlying assumptions used to estimate such data. The Group's estimates involve risks and uncertainties and are subject to change based on various factors.

Presentation of Financial and Other Information

The Company is a holding company that owns the entire share capital of the Issuer and the entire share capital of the Cirsa Group.

In this Offering Memorandum, we present the Company's unaudited interim condensed consolidated financial statements as of and for the nine months ended September 30, 2022 and 2023 and the Company's consolidated financial statements as of and for the years ended December 31, 2020, 2021 and 2022, in each case, prepared in accordance with International Financial Reporting Standards as adopted by the European Union ("*IFRS*"). The Company's consolidated financial statements as of and for the years ended December 31, 2020, 2021 and 2022 have been audited by Ernst & Young S.L. The Company's consolidated financial statements as of and for the year ended December 31, 2020 have also been jointly audited by Cortés & Pérez Auditores y Asesores Asociados, S.L. Their auditors' reports thereon are included elsewhere in this Offering Memorandum. We present our consolidated financial statements in euro.

Unless otherwise indicated, the financial information presented in this Offering Memorandum as of and for the nine months ended September 30, 2022 and 2023 has been extracted from the Company's unaudited interim condensed consolidated financial statements as of and for the nine months ended September 30, 2023; the financial information as of and for the years ended December 31, 2021 and 2022 has been extracted from the Company's consolidated financial statements as of and for the year ended December 31, 2022; and the financial information as of and for the year ended December 31, 2020 has been extracted from the Company's consolidated financial statements as of and for the year ended December 31, 2021.

As of and for the years ended December 31, 2020, 2021 and 2022, our operating data was presented on a fully consolidated basis. From January 1, 2023, we began presenting our operating data in accordance with the principles of IFRS (i.e. fully consolidated or equity method depending on our level of control).

In this Offering Memorandum, we present certain financial and other operating data as of and for the years ended December 31, 2020, 2021 and 2022 and for the nine months ended September 30, 2022 and 2023. The historical financial and other data presented as of and for the year ended December 31, 2020 reflects the impact on our business of the COVID-19 pandemic as the majority of our casinos and bingo halls were closed during the government imposed lock-downs in the countries where we operate. The data as of and for the years ended December 31, 2021 and December 31, 2022 reflects the impact on our business of certain operations and jurisdictions that continued to be affected by the COVID-19 pandemic and where we were unable to resume normal operations. The data presented as of and for the nine months ended September 30, 2023 reflects the ordinary course operations of our business in a steady state without the impact of the COVID-19 pandemic.

Prior to January 1, 2023, our business divisions were categorized as follows: Casinos, Slots, Bingo, Business-to-Business ("*B2B*") and On-line Gaming & Betting. From January 1, 2023, in an effort to reduce the number of business

divisions, make them homogenous and ease the comparability of our results and financial information, we changed the segmentation of our business divisions in our financial statements. From January 1, 2023, our business divisions are as follows:

- *Casinos Division*: which includes our entire retail gaming offering, comprised of our own managed halls that contain a wide variety of slot machines, electronic roulettes and other electronic games, as well as gaming tables set up on an ad hoc basis at food and beverage shows;
- *Slots Spain Division*: which includes the slot machines offered in Spain through third-party bars, together with the B2B business (which was formerly included in our B2B Division) which focuses on the design, manufacturing and sale of slot machines for the Spanish bars channel;
- *Slots Italy Division*: which includes the slot machines that we offer in Italy through third-party bars and gaming halls; and
- *On-line Gaming & Betting Division*: which remains unchanged and includes our sports betting products through outlets and betting machines.

In implementing these changes, our unaudited interim financial statements as of and for the nine months ended September 30, 2023 have been prepared on the basis of the new business divisions and comparative interim results for September 30, 2022 have been restated. Further, we have also prepared a restatement of our consolidated financial statements as of and for the year ended December 31, 2022 (“*Restated FY 2022 Financial Statements*”) in order to make the financial information set forth therein comparable with our financial statements in the future. However, such restatement has not been audited or reviewed by our auditors. Our audited consolidated financial statements as of and for the years ended December 31, 2020, 2021 and 2022 included in this Offering Memorandum have been prepared on the basis of the previous classification of business divisions and have not been restated. Due to these changes, the consolidated financial statements and the historical financial and operating data derived from such financial statements and included in this Offering Memorandum may not be comparable. See “*Operating and Financial Review and Prospects—Factors Affecting Comparability—Changes to Segment Reporting.*”

Further, we have also presented certain unaudited information for the twelve months ended September 30, 2023 on the basis of the new segment reporting. The information for the twelve months ended September 30, 2023 has been derived by subtracting our results of operations data for the nine months ended September 30, 2022 from our results of operations data derived from the Restated FY 2022 Financial Statements for the year ended December 31, 2022 and adding our results of operations data for the nine months ended September 30, 2023 (in each case, prepared on the basis of the new segment reporting).

We also present in this Offering Memorandum certain non-IFRS measures. These include certain operating measures such as numbers of slots, casinos, gaming halls and tables. These also include certain financial measures including Adjusted net operating revenues, EBIT, EBITDA, EBITDA Margin, Capital Expenditures, Financial Operating Cash Flow (“*FOCF*”), Financial Cash Flow (“*FCF*”), Cash Conversion, Adjusted Cash and Cash Equivalents, Adjusted Total Debt, Adjusted Total Net Debt, Total Net Debt, Adjusted Net Interest Expense, Ratio of Adjusted Total Net Debt to EBITDA, Ratio of EBITDA to Adjusted Net Interest Expense and certain other leverage and coverage ratios. We present these non-IFRS measures in this Offering Memorandum because we believe that they provide useful information regarding our ability to service and incur indebtedness and management uses them as a measure of evaluating our performance. These non-IFRS measures are not measurements of operating performance under IFRS and should not be considered a substitute for operating income, net income, cash flows from operating activities or other profit and loss account or statement of cash flows information, or as a measure of profitability or liquidity, and do not necessarily indicate whether cash flow will be sufficient or available for cash requirements. Therefore, the non-IFRS measures presented in this Offering Memorandum should be viewed as supplementary to our consolidated financial statements included elsewhere in this Offering Memorandum and may not be indicative of our historical operating results nor are they meant to be predictive of potential future results. Because all companies do not calculate such measures identically, the presentation may not be comparable to similarly entitled measures of other companies and you are cautioned not to place undue reliance on such financial information.

For a discussion of our financial information, see “*Summary—Summary Consolidated Historical and Other Information,*” “*Selected Financial and Other Information,*” “*Operating and Financial Review and Prospects*” and the consolidated financial statements included elsewhere in this Offering Memorandum.

Certain amounts and percentages included in this Offering Memorandum have been rounded. Accordingly, in certain instances, the sum of the numbers in a column of a table may not exactly equal the total figure for that column.

The financial information included in this Offering Memorandum is not intended to comply with the applicable accounting requirements of the U.S. Securities Act and the related rules and regulations of the SEC which would apply if the New Notes were being registered with the SEC.

Certain Definitions Relating to the Group and the Refinancing Transactions

“4.500% 2027 Notes” refers to the €615,000,000 aggregate principal amount outstanding of 4.500% Senior Secured Notes due 2027 issued on September 27, 2021 pursuant to the 2019 Indenture.

“10.375% 2027 Notes” refers to the €425,000,000 aggregate principal amount outstanding of 10.375% Senior Secured Notes due 2027 issued on November 9, 2022 pursuant to the 2019 Indenture.

“2018 Indenture” refers to the indenture dated July 2, 2018, among *inter alios*, the Issuer, the Company and Deutsche Trustee Company Limited, as trustee, to which the Company acceded as guarantor on July 3, 2018 and the Subsidiary Guarantors acceded as guarantors on October 26, 2018 and August 26, 2021, pursuant to, in each case, a supplemental indenture dated the dates thereof, pursuant to which the 2023 Notes were issued.

“2019 Indenture” refers to the indenture dated as of May 22, 2019 among *inter alios*, the Issuer, the Company and Deutsche Trustee Company Limited, as trustee, as supplemented by a supplemental indenture dated August 26, 2021, and as may be amended and/or supplemented from time to time, pursuant to which the 2025 Notes and the 2027 Notes were issued.

“2023 Notes” refers to the Issuer’s 6.250% senior secured notes due 2023, issued on July 2, 2018 pursuant to the 2018 Indenture, which were redeemed in full on July 19, 2023.

“2025 Floating Rate Notes” refers to the €490,000,000 aggregate principal amount outstanding of Floating Rate Senior Secured Notes due 2025, issued on August 2, 2019 pursuant to the 2019 Indenture.

“2025 Notes” refers to the €390,000,000 aggregate principal amount outstanding of 4.750% Senior Secured Notes due 2025 issued on May 22, 2019 pursuant to the 2019 Indenture.

“2027 Notes” refers to the 4.500% 2027 Notes and the 10.375% 2027 Notes.

“2027 Notes Proceeds Loan” means the loans of the proceeds of the 2027 Notes pursuant to the 2027 Notes Proceeds Loan Agreements and all loans directly or indirectly replacing or refinancing such loans or a portion thereof.

“2027 Notes Proceeds Loan Agreements” means one or more loan agreements made on September 27, 2021 of the proceeds of the 4.500% 2027 Notes and one or more loan agreements made on November 9, 2022 of the proceeds of the 10.375% 2027 Notes, in each case, by the Issuer, as lender, to the Company, as borrower, in each case as may be amended from time to time.

“2028 Notes” refers to the 2028 Fixed Rate Notes and the 2028 Floating Rate Notes.

“2028 Fixed Rate Notes” refers to the €375,000,000 aggregate principal amount outstanding of 7.875% Senior Secured Notes due 2028, issued on July 19, 2023 pursuant to the Indenture.

“2028 Floating Rate Notes” refers to the €325,000,000 aggregate principal amount outstanding of Floating Rate Senior Secured Notes due 2028 issued on July 19, 2023 pursuant to the Indenture.

“2028 Notes Issue Date” refers to July 19, 2023.

“2028 Notes Proceeds Loan” means the loans of the proceeds of the 2028 Notes pursuant to the 2028 Notes Proceeds Loan Agreements and all loans directly or indirectly replacing or refinancing such loans or a portion thereof.

“2028 Notes Proceeds Loan Agreements” means one or more loan agreements made on July 19, 2023 of the proceeds of the 2028 Notes by the Issuer, as lender, to the Company, as borrower, as may be amended from time to time.

“Agents” refers to the Paying Agent, the Transfer Agent, the Registrar and the Calculation Agent or any of them, an “Agent.”

“Agreed Security Principles” refers to the agreed security principles as described under “Description of the Notes—Security—The Collateral.”

“AWP” refers to amusements with prizes.

“*Blackstone*” refers to Blackstone Inc. or its successors or, as the context may require, one or more funds, managed accounts or limited partnerships managed or advised by Blackstone Inc. or its successors, or any of its affiliates or direct or indirect subsidiaries from time to time, including Blackstone Capital Partners (Cayman) VII L.P., Blackstone Capital Partners (Cayman) VII.2 L.P., Blackstone Family Investment Partnership (Cayman) VII-ESC L.P. and BTAS Q Holdings L.L.C.

“*Cirsa*” refers to Cirsa Gaming Corporation, S.A.U., a Spanish public limited company (*sociedad anónima*) incorporated and existing under the laws of Spain, having its registered office in Terrassa (Barcelona), at Carretera de Castellar 298, being registered at the Barcelona Commercial Registry in volume 42,969, sheet 128, page B-380, with tax identification number A-08511149.

“*Cirsa Group*” refers to Cirsa and its subsidiaries, which was the group of companies acquired by the Company on July 3, 2018 pursuant to the Original Acquisition Agreement.

“*Collateral*” refers to the security interest that will secure the obligations of the Issuer and the Guarantors under the New Notes and the Guarantees, which also secure the obligations of the Issuer and the Guarantors under the 2027 Notes, the 2028 Notes and the Revolving Credit Facility and the Guarantees granted in respect of the 2027 Notes, the 2028 Notes and the Revolving Credit Facility. See “*Description of the Notes—Security—The Collateral.*”

“*Collateral Documents*” refer to the agreements and other documents creating security interests over the Collateral.

“*Company*” refers to Cirsa Enterprises, S.A.U., a Spanish public limited liability company (*sociedad anónima*) incorporated under the laws of the Kingdom of Spain as a private limited liability company (*sociedad de responsabilidad limitada*) and transformed into a public limited liability company (*sociedad anónima*) under public deed granted before the Notary of Terrassa Mr. Esteban Cuyás Henche on November 8, 2023, under number 2688 of his files, with its registered office in Madrid (Spain), at Calle Fermina Sevillano 5-7, 28022 and registered in the Madrid Register of Commerce in volume 43,421, sheet 55, page M-658665, with tax identification number A87959649.

“*EU*” refers to the European Union.

“*EURIBOR*” refers to the Euro Interbank Offered Rate.

“*euro*” or “*€*” refers to the single currency of the participating Member States of the EU participating in the third stage of economic and monetary union pursuant to the Treaty on the Functioning of the EU, as amended or supplemented from time to time.

“*EUWA*” refers to the European Union (Withdrawal) Act 2018.

“*Facility Agent*” refers to Deutsche Bank AG, London Branch, the creditor representative of the lenders under the Revolving Credit Facility Agreement.

“*Group*,” “*we*,” “*our*,” and “*us*,” unless the context requires otherwise, refers to the Company and its subsidiaries.

“*Guarantees*” refers to the senior secured guarantees by the Guarantors of the Issuer’s obligations under the Indenture and the New Notes.

“*Guarantors*” refers, collectively, to (i) the Company and (ii) the Subsidiary Guarantors.

“*IFRS*” refers to the International Financial Reporting Standards, as adopted by the EU.

“*Indenture*” refers to the indenture dated July 19, 2023, among, *inter alios*, the Issuer, the Guarantors and the Trustee, as amended and/or supplemented from time to time, pursuant to which the 2028 Notes were issued and pursuant to which the New Notes are expected to be issued.

“*Initial Purchasers*” refers to Deutsche Bank Aktiengesellschaft, Banco Bilbao Vizcaya Argentaria, S.A., Barclays Bank Ireland PLC, Jefferies International Limited, Jefferies GmbH and UBS AG London Branch.

“*Intercompany Loan*” means a loan extended under a loan agreement between the Company, as lender, and Cirsa, as borrower, entered into on July 3, 2018, which was used to repay certain outstanding indebtedness of the Cirsa Group in connection with the completion of the Original Acquisition.

“*Intercreditor Agreement*” refers to the Intercreditor Agreement dated June 22, 2018, among the Issuer, the Company, Deutsche Bank Trust Company Americas, as Security Agent, and the other parties thereto, to which Deutsche Trustee Company Limited acceded as trustee of the 2027 Notes on May 22, 2019, and as trustee of the Notes (including the New Notes) on July 19, 2023, as it may be amended from time to time.

“*Issue Date*” refers to the date on which the New Notes offered hereby will be issued.

“*Issuer*” refers to Cirsa Finance International S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg for the purpose of facilitating the Original Acquisition and issuing debt, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, registered with the Luxembourg companies register under number B224669.

“*New Fixed Rate Notes*” refers to the €450,000,000 aggregate principal amount of 6.500% fixed rate senior secured notes due 2029 offered hereby.

“*New Floating Rate Notes*” refers to the €200,000,000 aggregate principal amount of floating rate senior secured notes due 2028 offered hereby.

“*New Notes*” refers to the New Fixed Rate Notes and the New Floating Rate Notes, collectively.

“*Notes*” refers to the New Notes and the 2028 Notes, collectively.

“*Offering*” refers to the offering of the New Notes hereby.

“*Original Acquisition*” refers to the acquisition of the Cirsa Group by the Company pursuant to the Original Acquisition Agreement.

“*Original Acquisition Agreement*” refers to the share purchase agreement dated April 27, 2018 relating to the sale and purchase of Cirsa shares and entered into among the Company and the sellers thereunder (including the annexes and schedules thereto), as amended from time to time.

“*Original Completion Date*” refers to July 3, 2018, the date of completion of the Original Acquisition.

“*PIK Notes*” refers to the 7.25%/8.00% Senior Secured PIK Toggle Notes due 2025 issued by LHMC Finco 2 S.à r.l., a parent company of the Issuer, pursuant to an indenture dated October 2, 2019 (“*PIK Indenture*”). As of September 30, 2023, the outstanding amount of the PIK Notes was €506,127,607.

“*Proceeds Loan*” refers to one or more loans extended under the Proceeds Loan Agreement.

“*Proceeds Loan Agreement*” refers to one or more loan agreements made on or about the Issue Date, of the proceeds of the New Notes by the Issuer, as lender, to the Company, as borrower.

“*Prospectus Regulation*” refers to EU Prospectus Regulation (EU) 2017/1129 (as amended), and includes any relevant implementing measure in each Member State of the European Economic Area that has implemented the Prospectus Regulation.

“*Refinancing Transactions*” refers to (i) the redemption of the entire outstanding amount of the 2025 Notes issued under the 2019 Indenture, (ii) the distribution to LHMC Finco 2 S.à r.l. in order to repay a portion of the outstanding amount of its PIK Notes issued under the PIK Indenture, (iii) the redemption of a portion of the outstanding amount of the 10.375% 2027 Notes issued under the 2019 Indenture, (iv) the payment of accrued and unpaid interest in respect of the 2025 Notes and the PIK Notes being redeemed and the redemption premium and accrued and unpaid interest in respect of the 10.375% 2027 Notes being redeemed as well as fees and expenses associated with the Offering and (v) the use of the remaining proceeds from the Offering for general corporate purposes.

“*Restricted Group*” refers to the Company and its subsidiaries.

“*Revolving Credit Facility*” refers to the revolving credit facilities made available under the Revolving Credit Facility Agreement.

“*Revolving Credit Facility Agreement*” refers to the agreement providing for the Revolving Credit Facility, as entered into on June 22, 2018, and as amended on August 8, 2018, on June 12, 2020 and as amended and restated on August 1, 2022 with, among others, the Company as original borrower and guarantor, the Issuer as guarantor, the Guarantors, the Facility Agent and the Security Agent.

“*Security Agent*” refers to Deutsche Bank Trust Company Americas.

“*Second Revolving Credit Facility*” refers to the revolving credit facilities made available under the Second Revolving Credit Facility Agreement, which was fully repaid and cancelled on September 27, 2021.

“*Second Revolving Credit Facility Agreement*” refers to the agreement providing for the Second Revolving Credit Facility, as entered into on May 29, 2020, with, among others, the Issuer and the Company, each as original borrower and guarantor, the Facility Agent and the Security Agent.

“*Spanish GAAP*” refers to generally accepted accounting principles in Spain.

“*Sportium*” refers to Sportium Apuestas Deportivas, S.A.U., a Spanish public limited company (*sociedad anónima*) incorporated and existing under the laws of Spain.

“*Sportium Acquisition*” refers to the acquisition by Cirsia Slot Corporation, S.A.U. of Ladbrokes B&G’s 50% ownership interest in *Sportium* pursuant to the *Sportium Acquisition Agreement*.

“*Sportium Acquisition Agreement*” refers to the share sale and purchase agreement dated July 12, 2019 relating to the sale and purchase of Ladbrokes B&G’s 50% ownership interest in *Sportium* entered into, among others, between Cirsia, Cirsia Slot Corporation, S.A.U. and Ladbrokes B&G (including the annexes and schedules thereto), as it may be amended from time to time.

“*Subsidiary Guarantors*” refers to Cirsia, Cirsia International Business Corporation, S.L.U., Gaming & Services de Panama S.A., Promociones e Inversiones de Guerrero, S.A.P.I. de C.V., Uniplay S.A.U., Global Game Machine Corporation, S.A.U., Juegomatic, S.A.U., Integración Inmobiliaria World de México, S.A. de C.V., Cirsia Interactive Corporation, S.L.U., Universal de Desarrollos Electrónicos, S.A.U., Casino Nueva Andalucía Marbella, S.A.U., Genper, S.A.U., Comercial de Desarrollos Electrónicos, S.A.U., Sportium Apuestas Digital, S.A.U., Barna Center, S.A.U. and Eleval Electrónicos Valencia, S.A.U.

“*Term Loan Facility*” refers to the term loan facility made available under the Term Loan Facility Agreement, which was fully repaid and cancelled on November 7, 2022.

“*Term Loan Facility Agreement*” refers to the agreement providing for the Term Loan Facility, as entered into on June 26, 2020, with, among others, the Issuer as original borrower and guarantor and the Company as original guarantor, the Facility Agent and the Security Agent.

“*Trustee*” refers to Deutsche Trustee Company Limited.

“*UK*” refers to the United Kingdom of Great Britain and Northern Ireland.

“*UK Prospectus Regulation*” refers to Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

“*United States*,” “*USA*” or “*U.S.*” refers to the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia.

“*U.S. dollars*” or “*\$*” refers to the lawful currency of the United States.

“*U.S. Exchange Act*” refers to United States Securities Exchange Act of 1934, as amended.

“*U.S. Securities Act*” refers to United States Securities Act of 1933, as amended.

“*VLTs*” refers to video lottery terminals.

SUMMARY

This summary highlights selected information about the Group and about the Offering contained elsewhere in this Offering Memorandum. The following summary is not complete and does not contain all the information you should consider before investing in the Notes. The following summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information included elsewhere in this Offering Memorandum. Before making an investment decision, you should read this entire Offering Memorandum carefully, including the financial statements and the notes thereto and the other financial information contained in this Offering Memorandum, as well as the risks described under the heading "Risk Factors." Certain defined terms used herein are defined elsewhere in this Offering Memorandum.

Overview

We believe that we are one of the leading gaming companies in Spain and Italy, as well as in a number of countries in Latin America (with a focus on Panama, Colombia, Mexico, Costa Rica and Peru), engaged in the operation of slot machines, casinos and gaming halls. We also offer on-line gaming and sports betting products through outlets and betting machines in Spain as well as some betting operations in Colombia, Panama, Peru, Mexico and Italy. We also manufacture slot machines for the Spanish market. As of September 30, 2023, we operated 82,169 gaming machines, 435 casinos and gaming halls, 660 gaming tables and 2,491 betting points.

We believe that we are the leader in the Spanish private gaming market, where, as of September 30, 2023, our key activities included: the operation of slot machines, in which, based on the Parthenon-EY Report, we believe that we are the #1 operator with 40,602 slot machines operated; the operation of 263 casinos and gaming halls; and the manufacture of slot machines, in which we believe that we are the #1 manufacturer, with 17,773 slot machines and gaming kits manufactured in the twelve months ended September 30, 2023. Based on the Parthenon-EY Report, we believe that we are also the #1 sports betting operator in Spain through *Sportium*, which offers our online gaming operations and sports betting products through outlets and betting machines installed in 2,177 slot arcades, gaming halls, bars and casinos in Spain as of September 30, 2023.

In Italy, we have established a strong presence in the slot machine market with the operation of 13,388 slot machines and VLTs across all our divisions situated in approximately 2,702 locations across central and northern Italy as of September 30, 2023.

In Panama, we believe that we are the #1 gaming operator with the operation of 33 casinos (32 electronic casinos and one traditional casino) and a total of 10 gaming tables and 8,224 slot machines as of September 30, 2023.

In Colombia, we believe that we are the #1 gaming operator with the operation of 70 casinos and a total of 7,405 slot machines and 259 gaming tables as of September 30, 2023.

In Mexico, we believe that we are a leader in the gaming industry with our 28 gaming halls which include 7,136 slot machines in operation as of September 30, 2023.

In Costa Rica, we believe that we are the #1 gaming operator with seven casinos, 20 gaming tables and 842 slot machines as of September 30, 2023.

In Peru, we believe that we are a leading gaming operator following our acquisition of nine casinos in 2014 and 17 casinos in 2017. As of September 30, 2023, we operated 19 casinos in Peru with 41 gaming tables and 3,275 slot machines.

In the Dominican Republic, we believe that we are the #1 gaming operator with our six casinos with a total of 76 gaming tables and 871 slot machines as of September 30, 2023.

In Morocco, we believe that we are a leading gaming operator. We have majority stakes in the largest casinos in each of Agadir and Tanger and we also operate casino Le Mirage in Agadir, with a total of 52 gaming tables and 426 slot machines as of September 30, 2023.

We believe that we have a well-balanced business with strong geographical diversification. These factors, when combined with the economies of scale resulting from our size, strengthen our financial profile and provide stability in our cash flows.

Our EBITDA for the nine months ended September 30, 2023 was €467.1 million. For the twelve months ended September 30, 2023, our net operating revenues and EBITDA were €1,971.7 million and €621.7 million, respectively. On a historical basis, our EBITDA increased by 17.4% for the nine months ended September 30, 2023 compared to our EBITDA for the nine months ended September 30, 2022. For the twelve months ended September 30, 2023, our net

operating revenues increased by 21.4% and our EBITDA increased by 19.8% compared to our net operating revenues and EBITDA for the twelve months ended September 30, 2022. In addition to our scale, our revenues and EBITDA are diversified by geography and by business segment, and for the nine months ended September 30, 2023, 91.2% of our EBITDA was generated in countries which currently have an investment grade rating from S&P and Moody's.

The following table shows a breakdown of our consolidated EBITDA for the twelve months ended September 30, 2023, by country in which we operated:

EBITDA MIX BY COUNTRY

Country	For the twelve months ended September 30, 2023
Spain	49.0%
Panama.....	14.4%
Colombia.....	10.3%
Mexico	8.5%
Italy	7.1%
Dominican Republic	4.2%
Morocco	3.4%
Peru	1.7%
Costa Rica	1.4%
	100.0%

Our Divisions

Prior to January 1, 2023, our business divisions were categorized as follows: Casinos, Slots, Bingo, Business-to-Business ("B2B") and On-line Gaming & Betting. From January 1, 2023, in an effort to reduce the number of business divisions, make them homogeneous and ease the comparability of our results and financial information, we changed the segmentation of our business divisions in our financial statements. From January 1, 2023, our business divisions are as follows:

- *Casinos Division:* which includes our entire retail gaming offering, comprised of our own managed halls that contain a wide variety of slot machines, electronic roulettes and other electronic games, as well as gaming tables set up on an ad hoc basis at food and beverage shows;
- *Slots Spain Division:* which includes the slot machines offered in Spain through third-party bars, together with the B2B business (which was formerly included in our B2B Division) which focuses on the design, manufacturing and sale of slot machines for the Spanish bars channel;
- *Slots Italy Division:* which includes the slot machines that we offer in Italy through third-party bars and gaming halls; and
- *On-line Gaming & Betting Division:* which remains unchanged and includes our sports betting products through outlets and betting machines.

Casinos. (EBITDA of €385.6 million for the twelve months ended September 30, 2023, representing 60.7% of the EBITDA for the twelve months ended September 30, 2023): Our Casinos Division operated 429 casinos across Spain, Latin America and Morocco as of September 30, 2023.

In Spain, our casinos are located in Marbella, Valencia, Las Palmas and Lloret. As of September 30, 2023, we operated a total of four casinos and 259 gaming halls in Spain.

In Morocco, our casinos are located in the resort towns of Agadir (two casinos) and Tanger (one casino).

In Latin America, we believe that we are the #1 gaming operator in Panama, Colombia, Costa Rica and the Dominican Republic and have achieved a leading position in Peru. We also operate in Mexico where we believe that we are the #4 gaming operator in the market.

In Panama, we operated 33 casinos (32 electronic casinos and one traditional casino) with a total of 10 tables and 7,929 slot machines as of September 30, 2023.

In Colombia, we operated 70 casinos with a total of 7,219 slot machines and 259 gaming tables as of September 30, 2023.

In Costa Rica, we operated seven casinos with a total of 20 gaming tables and 842 slot machines as of September 30, 2023.

In the Dominican Republic, we operated six casinos with a total of 76 gaming tables and 857 slot machines as of September 30, 2023.

In Peru, we operated 19 casinos with 41 gaming tables and 2,824 slot machines as of September 30, 2023.

In Mexico, as of September 30, 2023, we owned and operated 28 casinos and gaming halls which provide a wide entertainment offering, including slot machines and casino style gaming machines.

Slots Spain. (EBITDA of €166.8 million for the twelve months ended September 30, 2023, representing 26.3% of the EBITDA for the twelve months ended September 30, 2023): Our Slots Spain Division owns and manages slot machines in bars, as well as our former B2B Division which focuses on the design, manufacturing and sale of slot machines for the Spanish bars channel.

In Spain, we believe that we are the #1 slot machine operator and the #1 sports betting operator.

Our B2B business (which is now under our Slots Spain Division) designs, manufactures and distributes slot machines and gaming kits for the Spanish market and also develops interactive gaming systems, concentrating on ready-to-market products such as interconnected slot machines, linked bingo products and electronic online lotteries. We believe that we are the #1 manufacturer in the Spanish market, with over 17,436 slot machines and gaming kits manufactured in the twelve months ended September 30, 2023. Furthermore, we believe we hold a leadership position in the Spanish AWP market with an estimated 54.2% share of the market sales for the year ended December 31, 2022 and an estimated 60.2% share of the market sales for the nine months ended September 30, 2023.

Slots Italy. (EBITDA of €25.4 million for the twelve months ended September 30, 2023, representing 4.6% of the EBITDA for the twelve months ended September 30, 2023): Our Slots Italy Division functions as a network operator for slot machines and VLTs in Italy.

Our Slots Italy Division operated 10,976 slot machines and 2,412 VLTs in locations across central and northern Italy as of September 30, 2023.

On-line Gaming & Betting. (EBITDA of €57.6 million for the twelve months ended September 30, 2023, representing 9.0% of the EBITDA for the twelve months ended September 30, 2023): We acquired *Sportium* in 2019. Through *Sportium*, we launched our On-line Gaming & Betting Division, offering our online gaming operations and sports betting products through outlets and betting machines in Spain, as well as some betting operations in Colombia, Panama, Peru, Italy (with the acquisitions of E-Play24 in 2022, Egaming Solutions S.r.l. in September 2023) and in Mexico (with the acquisition of GanaBet in 2022). *Sportium* is the only player present with leading positions in both the online and retail sports betting markets and, based on the Parthenon-EY Report, we believe that we are the #1 sports betting operator in Spain, with betting machines installed in 2,177 slot arcades, gaming halls, bars and casinos in Spain as of September 30, 2023.

Our Strengths

We believe a number of key factors give us a strong competitive advantage, including:

- ***Reinforced market leadership in Spain and Latin America with a well-diversified business portfolio in terms of geographies and business segments.*** We are a leader in Spanish slot machine operations and manufacturing, as well as casino and gaming hall operations. We are also a leader in gaming operations in Panama, Colombia, Costa Rica, the Dominican Republic and Peru. We believe that this leadership position enables us to identify and manage trends in the private gaming industry in Spain and Latin America. The Spanish slot machine operations and bingo segments are highly fragmented, as are the Latin American gaming markets, and we are substantially larger than our competitors. We believe that our size allows us to benefit from economies of scale in many of our businesses. For example, in our slot machine operations, we can spread the cost of providing coin collection services and rapid response to repair calls (minimizing machine downtime) over our 40,602 slot machines in Spain as of September 30, 2023, which helps us to realize a lower operational cost per machine and to have a more developed internal control system as compared to our competitors. We also believe that due to our size and resources, we are well-positioned to acquire attractive gaming operations as consolidation opportunities arise in the markets in which we operate.

We believe that we are larger in terms of size and have more resources compared to the majority of our competitors. From a business division perspective, we are a well-diversified gaming company with four distinct and complementary business units within the industry (Casinos, Slots Spain, Slots Italy and On-line Gaming & Betting) and operations in eight countries outside of Spain. We believe that the diversity of our revenue streams helps us improve the stability of our cash flow profile by reducing our dependence on any single geographic market, economy or business segment in the gaming industry. While we focus our international expansion in markets with growth potential, we favor markets with a relatively stable economic and regulatory environment, and, in particular, for the nine months ended September 30, 2023, 91.2% of our EBITDA was generated in countries that currently have an investment grade rating from S&P and Moody's. Within Spain, there are 17 different autonomous regions with separate regulatory regimes as laid out in the Spanish constitution, reinforcing the geographical and regulatory diversification of our business. Since 2010, our expansion in Latin America has concentrated in Colombia, Costa Rica, Peru, the Dominican Republic and Mexico and we have also made substantial investments in our Panama business.

- The multichannel and local gaming model ensures a resilient, wide and loyal customer base, detached from international travel.*** By running a multichannel operating and local gaming business model, we have been able to create a resilient, wide, local and loyal customer base. We operate through three main channels: (i) our own points of sale ("PoS"), (ii) third party PoS and (iii) online gaming. Our own PoS are mainly casinos, bingos and arcades and we generally rent the facilities from third party landlords. Third party PoS correspond mainly to bars and in some cases gaming halls where we place our slot machines and sports betting terminals. In both our own PoS as well as third party PoS, we typically enter into long term contracts under which we pay rent or share a portion of the revenue of the operation. We also own the gaming license and fully run the operation. We have achieved significant online growth, primarily through online sports betting, casino and poker. Our multichannel business model provides resilience to our earnings, as was demonstrated during the COVID-19 pandemic, as our online business unit demonstrated strong performance despite the closure of physical points of sales. Unlike other gaming operators, our customer base is not dependent on tourism as our typical customer lives within a few kilometers of our PoS and visits us on a regular basis for leisure. Our typical client is a recurrent customer who plays various times per month. Therefore, the recovery of our business after the COVID-19 pandemic was primarily driven by the opening hours and capacity allowed by local regulatory bodies rather than by the international travel restrictions imposed by the different governments.
- High barriers to entry in a highly regulated industry.*** We believe that there are significant barriers to entry in our principal business divisions, including regulatory, financial and technological barriers, the need for operational expertise and the need for a proven track record in order to obtain the trust and confidence of regulators, customers, partners, site owners and gaming machine and other suppliers. For our casinos in Panama, casino licenses are granted in relation to a geographic area and for long periods of time. In our Slots Spain Division, we typically enter into five-year agreements to place our slot machines in a given location, and many of these agreements have been consistently renewed for the past twenty years. Additionally, in the B2B business and in our Slots Spain Division, we believe a new competitor would need significant financial resources, operating expertise and a qualified workforce to build profitable operations. We believe that barriers to entry in our principal business divisions, including advertising bans in Spain, as well as the need for a strong retail business in order to gain a significant foothold in those countries' gaming markets, help protect our leading market position and profitability by limiting the number of new competitors in our core business segments. A key strategic focus of our business is to continue to increase our market position through our multichannel model, including our online business and our well-established physical footprint.
- Developing a strong online business by leveraging our established physical footprint.*** We benefit from a multichannel business model that enables us to cross-sell gaming and betting products between retail and online customers, and increases brand awareness in geographies with restricted gaming advertising. Since the start of the COVID-19 pandemic, we have successfully grown and strengthened our online operations. In Spain, our largest market in terms of revenues and EBITDA, the EBITDA for our On-line Gaming and Betting division grew by 56.3% from the nine months ended September 30, 2022 to the nine months ended September 30, 2023 from €27.8 million to €43.4 million, representing 7.0% and 9.3% of our EBITDA for the nine months ended September 30, 2022 and the nine months ended September 30, 2023, respectively. Our online footprint has been increasingly reinforced with the acquisition of online gaming platforms such as E-Play24 and GanaBet, both in the third quarter of 2022. Our multichannel approach, which includes growing the online channel in a financially responsible manner, has proven accretive and is expected to be a core part of our strategy in the coming years.
- Significant positive free cash flow generation with a lower cost base.*** The adverse effects of the COVID-19 pandemic required us to sharpen our cost and capital expenditure controls, as our primary financial focus turned to free cash flow generation. We reduced our cost base and capital expenditures with a clear focus on

fixed operating expenses and we have been able to maintain such cost reduction measures after returning to pre-pandemic levels of activity. We expect that over €50 million of annual savings will be sustained in the long-term. Our cost reduction plan is mainly driven by (i) optimizing our fixed taxes through an optimization of the slot machines pool by discontinuing approximately 10% of our slots which were less productive, and the consequent increase in revenue per machine as compared to pre-pandemic levels for the year ended December 31, 2019; (ii) an improvement in personnel cost efficiency in Latin America and the optimization of our commercial and technical services routes and (iii) a renegotiation of our lease agreements that resulted in a reduction in our operational leases. We believe that the implementation of these cost-efficiency measures will enhance profitability going forward and improve our EBITDA margins. Free cash flow generation remains a key priority for our management team, and they aim to ensure that capital expenditure plans allow for significant cash flow generation and that investments are approved based on a short payback period hurdle.

- Seasoned Management Team.** We are led by an experienced and professional management team with a track record of managing complex operations, developing new products inside and outside the gaming industry, delivering upon its commitments and managing through challenging business environments. The key members of the senior management team, including our chairman, managing directors, chief executive officer, general manager and legal director, along with our most recent additions to the management team who have a very strong track record, have been in place since our core strategy was implemented in 2006. In April 2022, Mr. Antonio Hostench was appointed as chief executive officer after the board decided to split the duties of the chief executive officer and the chairman. Mr. Joaquim Agut had served since 2018 as both our chief executive officer and chairman. Mr. Joaquim Agut now solely acts as executive chairman, directing the Group's corporate governance, leadership remuneration, and appointment committees and Mr. Antonio Hostench oversees our global growth strategy as well as manages our executive leadership team. Further, in July 2022, Mr. Moisés Sanjuan was appointed as Manager of the Casinos Division replacing Mr. Carles Font who was commissioned to develop various corporate projects and continued to support the Casinos Division until December 2022. Besides their success in managing the business during the severe economic downturn in Spain and Italy that started in 2008 and more recently during the COVID-19 pandemic, our management team has extensive experience in the Latin American gaming industry, and has developed expertise in addressing the challenges that may arise in those markets. In response to the COVID-19 pandemic, our management team implemented a fixed cost reduction program resulting in the reduction of headcount and personnel expenses and reduction in total fixed cost base. A portion of the compensation of our senior management team in the past had been based on achieving financial targets and certain senior managers have reinvested a substantial portion of their transaction one-off compensation in connection with the Original Acquisition in the Group at a parent company level showing their commitment to the business.
- We are committed to reducing the environmental impact of our business, investing in local people and communities and upholding the highest responsible gaming standards.** Social responsibility is an integrated strategy of our company, which we believe allows us to become an engine of change and generate value for all our stakeholders. We have implemented an industry leading and well-established environmental social and governance ("ESG") framework. We are committed to improving safer gambling, reducing the environmental impact of our business, increasing employee diversity, investing in local people and communities and upholding the highest corporate governance standards. The first pillar of our ESG framework is promoting responsible gaming by helping customers prevent gaming addictions through assistance and guidance rendered by our customer service platforms and establishing artificially intelligent tools to predict, identify and prevent pathological gambling. We are also training our employees in responsible gaming and we plan to have 100% of our employees trained by the end of 2023. More than 16,000 of our third-party operations facilities were certified in responsible gaming during 2023 and we plan to have 95% of our slot route operations facilities certified in responsible gaming by the end of 2024. The second pillar of our ESG strategy is minimizing our impact on the environment and supporting climate change initiatives. Our climate resiliency actions pivot around transforming our gaming halls into low impact and highly efficient buildings, while also reducing our energy and materials consumption. We achieved a 45% reduction in our Scope 2 emissions during 2015-2022 and 66% of renewable energy consumption in 2022. Our aim is to reduce our greenhouse gas emissions by 65% by 2030 compared to 2021 levels and to have 95% renewable energy consumption by 2030. In addition, we have a firm commitment to equal opportunities, non-discrimination and respect for diversity, and in 2022, 43% of our employees who hold key management positions in our casinos are women and our goal is to increase this percentage to over 50% by 2030. Externally, we support local communities and local initiatives in the countries where we operate, and we work towards creating strong ties with local businesses and stakeholders. We are also involved in providing financial support to social initiatives in each country of operation. We have committed to operating in online regulated markets through local companies, thus ensuring a financial contribution to public resources in the countries in which those companies operate and in 2022 we contributed approximately €662 million to such public resources by payment of corporate gaming taxes in the countries in which we operate.

Lastly, as part of the corporate governance pillar of our ESG framework, we believe in transparency, good governance and integrity as hallmarks of our organization and we recognize the importance that must be granted to ethics and compliance and the conduct of our employees both internally and externally. Our business activities are designed to ensure that each employee strictly complies with the current legislation in every location where we operate and we intend that by the end of 2023, all of our employees are trained in anti-corruption, money laundering and other regulatory compliance policies and corporate guidelines in accordance with our annual training plans.

Our Strategies

Our strategic objective is to continue to consolidate our businesses and to achieve sustainable profitable growth through the following strategic pillars:

- ***Consolidate market leadership position in Spain.*** We intend to continue to consolidate our leadership position in Spain, where we are the market leader in the slots, bingo, sports betting and slot machine production segments. The Spanish slots industry remains fragmented, with more than 6,800 slot machine operators with less than 100 slot machines based on the Parthenon-EY Report, and we plan to continue to take advantage of consolidation opportunities. In our B2B business, we have maintained our leadership position in Spain in a highly competitive market and intend to leverage this position to increase sales in the slot cabinets and kits and refurbishments segments.
- ***Continue to improve performance of existing and future operations.*** We will focus on improving the performance of our existing and future casinos through our “gold mine” strategy. This strategy means that we seek sustainable and profitable expansion in growing markets, with particular focus on Latin America and Morocco. The strategy entails identifying an attractive location where we seek to achieve optimum performance by increased slot machine and gaming table density and expanded hall surface area. If warranted by the hall’s performance, we may then consider steps such as a further expansion to adjacent premises, a relocation to larger and better located premises and, ultimately, acquiring or constructing a new casino. Through the execution of our “gold mine” strategy, since 2010, we have increased the number of slot machines in our casinos by more than 13,500, expanded the surface area of 199 casinos and opened 125 new casinos.
- ***Enhance efficiency and productivity programs across businesses and geographies with a resilient cost structure to address the current inflationary environment.*** We will seek to build upon the efficiency and productivity initiatives and synergies achieved in prior periods. We believe that we have achieved over €50 million of annual savings, which represents a reduction of approximately 7% in our total fixed costs compared to pro forma fixed costs for the year ended December 31, 2019. We will continue to implement best practices across our markets to improve efficiency and productivity and seek to maintain or improve our current EBITDA margins. In our Slots Spain Division, this will entail further enhancing the profitability of our slot machine portfolio, including opportunistic slot machine rotations and replacements. In Spain, we are focused on margin improvement through efficiency programs, which resulted in the discontinuation of approximately 10% of our slots (resulting in approximately €6 million of cost savings in fixed taxes per quarter) and the consequent increase in revenue per machine as compared to pre-pandemic levels for the year ended December 31, 2019. In Italy, we are focused on optimizing placement of slot machines and VLTs and achieving favorable terms from our gaming machine suppliers. In our Casinos Division, we intend to optimize the performance of our casinos through the expansion of our better performing halls and investment in additional gaming machines, and we have discontinued (closed or sold) 16 gaming halls in Spain since the start of 2014 and will continue to seek to close underperforming halls in order to improve profitability.

We believe we are well-equipped to face the challenges of the current inflationary environment. First, our cost structure allows us to adapt to an inflationary market. Despite some correlation with inflation, the evolution of personnel costs has been historically lower than inflation as a result of the productivity plans and processes we have implemented and we expect such productivity plans and processes to continue to play a key role in offsetting inflationary impacts on our personnel costs. Further, our variable costs, which mainly comprise gaming taxes, are largely driven by revenues (typically as a percentage of revenues), and remain unaffected by inflation. Further, in certain jurisdictions in which we operate, gaming taxes are fixed. Additionally, the significance of energy costs in our cost structure is very low (below 3% of our total costs) and energy price increases have a limited impact on our margins. Lastly, our management team has proven successful in dealing with the inflationary environment experienced in the past in most of the Latin American countries in which we have operations. Productivity and efficiency gains have been a priority for us as demonstrated by our increased EBITDA margin on revenues, and we continue to remain committed to increased margins and productivity. Therefore, we believe that we have the capacity to manage our costs in a high inflationary environment and to manage the impact of inflation and maintain our margins.

- ***Continue proactive marketing and sales approach.*** We will continue to develop and implement our proactive and customer-oriented marketing and sales approach, which has been added to our traditional product-oriented approach. Our marketing and sales strategy can be summarized as “looking for customers rather than waiting for them.” Our approach, which is supported by in-house commercial IT tools and applications, includes targeted marketing and network-oriented data collection to identify, attract and retain specific clients and client profiles. Inside the gaming hall, we focus on customer value identification and management, we regularly review the gaming offer and lay-out and use a pricing strategy based on customer demand. We employ CRM customer segmentation and technology to achieve targets such as visits, frequency and value, and use customer loyalty and retention programs to improve customer visits and customer contribution.
- ***Develop our omnichannel strategy across all geographies and focusing on online growth.*** We intend to continue to increase both the number of clients and the omnichannel functionalities of our operations in all of our geographies, especially through digital expansion in our core markets. Our development strategy includes the use of methods such as a combination of online and offline payment and collection methods, the possibility of online communication with our customers and new website functionalities. Our goal is to become the number one operator in Latin America through the implementation of our omnichannel strategy by leveraging our leadership and experience with the *Sportium* brand and our properties in Latin America (online betting, in addition to Spain, is now operating in Colombia, Peru, Mexico, Italy and Panama through the *Sportium* brand).
- ***Make selective investments and acquisitions with rigor and focus.*** Our investment program in the short- to medium-term is subject to rigorous investment criteria, strategic planning and control of capital expenditures. We entered into the *Sportium* Acquisition which enabled us to launch our On-line Gaming & Betting Division, offering sports betting products through outlets and betting machines in Spain as well as some betting operations in Colombia, Panama, Peru and more recently in Italy with the acquisition of E-Play24 and in Mexico with the acquisition of GanaBet, both in the third quarter of 2022. See “*Business—Our Divisions—On-line Gaming & Betting Division*” for further information. We have also pursued selective acquisitions of attractive slot machine operations which resulted in the addition of approximately 1,000 slots to our Slots Spain Division during 2022 and the first three quarters of 2023. We will continue to review and analyze investment opportunities in our core business geographies and business segments with a view to executing investments on an opportunistic basis that enhance our cash flow and positively contribute to EBITDA. We intend to continue our successful track record of acquisitions, with a particular focus on the acquisition of gaming operators in Spain and adjacent geographies both to Spain and Latin America, based on our well-defined and disciplined approach. In our acquisitions, we target established, attractive casino businesses in markets with a relatively stable economic and regulatory environment where we can enhance their operations and financial performance with our operational expertise. We are also focusing on extending our online operations and we have recently acquired two online operators for our On-line Gaming & Betting Division.

The Issuer

The Issuer is a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg for the purpose of facilitating the Original Acquisition and issuing debt, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg. The Issuer is registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés à Luxembourg*) under number B224669.

Recent Developments

Current Trading

On a preliminary basis, for the year ended December 31, 2023, we expect our net operating revenues to be approximately €1,989 million (compared to our net operating revenues of €1,741.2 million for the year ended December 31, 2022), of which, in terms of breakdown by business divisions, we expect 46% derived from our Casinos Division, 20% from our Slots Spain Division, 16% from our On-line Gaming & Betting Division and 18% from our Slots Italy Division and, in terms of breakdown by geography, we expect 42% derived in Spain, 25% in Italy, 10% in Panama, 8% in Mexico, 7% in Colombia and 8% in our remaining markets.

In addition, on a preliminary basis, for the three months ended December 31, 2023, we expect our EBITDA to have increased to a range between approximately €161 million and €163 million compared to our EBITDA of €154 million for the three months ended December 31, 2022. This increase is primarily due to the improved performance and revenue generation of all our business units across our different markets, in particular, in our Slots Italy and On-line Gaming & Betting Divisions, and the successful implementation and consolidation of the sustainable cost measures such as logistic

cost measures and gaming tax optimization. On a preliminary basis, for the year ended December 31, 2023, we expect our EBITDA to be approximately €630 million (compared to our EBITDA of €552.5 million for the year ended December 31, 2022), of which, in terms of breakdown by business divisions, we expect 61% derived from our Casinos Division, 26% from our Slots Spain Division, 9% from our On-line Gaming & Betting Division and 4% from our Slots Italy Division and, in terms of breakdown by geography, we expect 49% derived in Spain, 14% in Panama, 11% in Colombia, 9% in Mexico, 7% in Italy and 10% in our remaining markets.

Furthermore, on a preliminary basis, for the year ended December 31, 2023, we expect our FOCF to be approximately €310 million. In terms of leverage reduction, we also expect to have reached our net leverage ratio target of 3.6x or less for the year ended December 31, 2023.

This information is based solely on preliminary internal information used by management. Our actual and consolidated financial results for the three months ended December 31, 2023 may differ from our preliminary estimated results and remain subject to our normal end of period closing procedures and review process. Those procedures have not been completed. Accordingly, these results may change and those changes may be material. We caution that the foregoing information has not been audited or reviewed by our independent auditors and should not be regarded as an indication, forecast or representation by us or any other person regarding our financial performance for the three months or the full year ended December 31, 2023.

Recent Acquisitions

On November 29, 2023, Cirsa, through Cirsa Retail S.r.l. (a subsidiary of Cirsa Italia Holding S.p.A.), completed the acquisition of 100% of New Retail, S.r.l., which operates two gaming halls in northern Italy.

Principal Shareholder

The Issuer is a wholly owned subsidiary of the Company, a holding company which is indirectly controlled by Blackstone, which is the indirect principal shareholder of our holding company's voting stock. As of the date of this Offering Memorandum, Blackstone beneficially owned 96.9% of the equity of the Company, and 3.1% is beneficially owned by certain members of the Group's management team. Following the Original Acquisition, Cirsa is now a wholly owned subsidiary of the Company and a sister company of the Issuer.

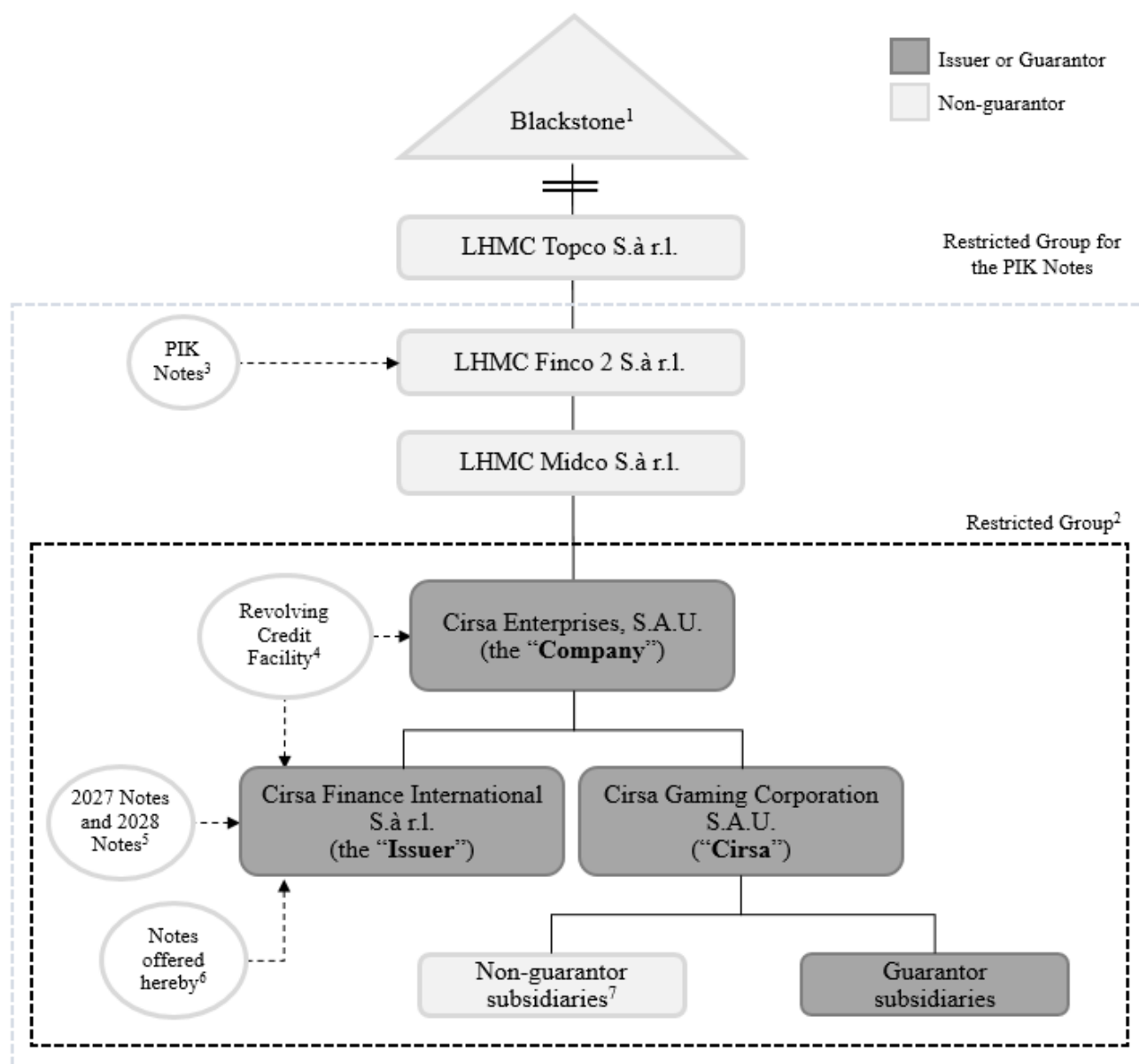
Blackstone Inc. (NYSE: BX) is one of the world's leading investment firms. Blackstone's alternative asset management businesses include investment vehicles focused on private equity, real estate, public debt and equity, non-investment grade credit, real assets and secondary funds, all on a global basis.

Through its different investment businesses, as of September 30, 2023, Blackstone had \$1,007.4 billion in total assets under management. This is comprised of \$298.6 billion in private equity funds, \$331.5 billion in real estate funds, \$80.0 billion in hedge fund solutions and \$297.2 billion in the credit and insurance business.

Blackstone has a strong track record in owning leading companies in the gaming sector both in online gaming and casinos, as evidenced by its investments in JOA (the French casino group) and the Cosmopolitan Hotel in Las Vegas, USA.

Summary Corporate and Financing Structure

The diagram below illustrates, in simplified form, the Group's current corporate and financing structure after giving effect to the Refinancing Transactions. The diagram does not include all entities in the Group, nor all of the debt obligations thereof. For more details on the debt obligations identified in this diagram, see "Use of Proceeds," "Capitalization," "Description of Other Indebtedness" and "Description of the Notes."



- (1) "Blackstone" refers to, individually or collectively, any investment fund, co-investment vehicles and/or other similar vehicles or accounts, in each case managed or advised by an affiliate of Blackstone Inc., or any of their respective successors. Blackstone and certain private equity investment funds managed or advised by affiliates of Blackstone are the indirect principal shareholders of the Company. As of the date of this Offering Memorandum, Blackstone beneficially owned 96.9% of the equity of the Company, and 3.1% is beneficially owned by certain members of the Group's management team.
- (2) The entities in the "Restricted Group" are subject to the covenants in the Indenture, the 2019 Indenture, the PIK Indenture and the Revolving Credit Facility Agreement. As of the Issue Date, all of the Company's subsidiaries are restricted subsidiaries.
- (3) The PIK Notes comprise 7.25%/8.00% senior secured PIK toggle notes due 2025 issued by LHM Finco 2 S.à r.l., a parent company of the Issuer, pursuant to the PIK Indenture. As of September 30, 2023, the outstanding amount of the PIK Notes was €506,127,607. After giving effect to the Offering and the use of proceeds therefrom, €356,127,607 of PIK Notes will remain outstanding.
- (4) The Company originally entered into the Revolving Credit Facility on June 22, 2018, as amended and restated on August 1, 2022. The Revolving Credit Facility provides for revolving commitments of up to €275.0 million. The Revolving Credit Facility matures on December 15, 2026. See "Description of Other Indebtedness—Revolving Credit Facility." The Revolving Credit Facility may be used for general corporate purposes, to fund acquisitions and to fund working capital of the Group. The Company is the original borrower under the Revolving Credit Facility. The Revolving Credit Facility is guaranteed by the Guarantors and is, subject to the Intercreditor Agreement, the Agreed Security Principles, perfection requirements and Permitted Liens, secured by first-priority security interests over the Collateral (other than the receivables of the Company under the Intercompany Loan). Under the terms of the Intercreditor Agreement, in the event of an enforcement of the Collateral or certain distressed disposals, the holders of the 2027 Notes and the Notes will receive proceeds from such Collateral only after the lenders under the Revolving Credit

Facility, counterparties to certain hedging agreements and lenders or creditors under certain other indebtedness. As of September 30, 2023, no amounts were drawn under the Revolving Credit Facility.

- (5) The 2027 Notes comprise €615,000,000 aggregate principal amount of 4.500% senior secured notes due 2027 issued on September 27, 2021 and €425,000,000 aggregate principal amount of 10.375% senior secured notes due 2027 (€42,500,000 of which we expect to repay from the proceeds of the Offering) issued on November 9, 2022, in each case, pursuant to the 2019 Indenture. The 2028 Notes comprise €375,000,000 aggregate principal amount of 7.875% senior secured notes due 2028 and €325,000,000 aggregate principal amount of floating rate senior secured notes due 2028, in each case, issued on July 19, 2023 pursuant to the Indenture.
- (6) The New Notes will be senior secured obligations of the Issuer and will rank *pari passu* in right of payment with all other existing and future senior debt of the Issuer, including the Revolving Credit Facility, the 2027 Notes and the 2028 Notes. Subject to the Agreed Security Principles, on or about the Issue Date, the New Notes will be guaranteed on a senior secured basis by the Company and the Subsidiary Guarantors, which are the same entities that guarantee the Revolving Credit Facility, the 2027 Notes and the 2028 Notes. The validity and enforceability of the Guarantees and the liability of each Guarantor will be subject to the limitations described in “*Limitations on Validity and Enforceability of Guarantees and Security.*” The Guarantees may be released under certain circumstances. See “*Description of the Notes—Guarantees.*” As of and for the twelve months ended September 30, 2023, the Guarantors represented 32.3% of the Group’s revenue, 45.7% of the Group’s EBITDA (excluding the negative EBITDA of the Company and certain other subsidiaries) and 27.4% of the Group’s total assets (excluding goodwill assets). Within 120 days of the Issue Date, the New Notes and the Guarantees with respect to the New Notes will be secured, subject to the Intercreditor Agreement, the Agreed Security Principles, perfection requirements and Permitted Liens, on a first-priority basis by liens and security interests over (i) the entire issued capital stock of the Company, the Issuer, Cirsa, Cirsa International Business Corporation, S.L.U., Gaming & Services de Panama S.A., Promociones e Inversiones de Guerrero, S.A.P.I. de C.V., Uniplay S.A.U., Global Game Machine Corporation, S.A.U., Juegomatic, S.A.U., Cirsa Italia Holding SpA, Sportium Apuestas Digital, S.A.U., Barna Center, S.A.U. and Eleval Electrónicos Valencia, S.A.U., (ii) material long-term intra-group receivables of the Issuer (including receivables of the Issuer in respect of the 2027 Notes Proceeds Loan, the 2028 Notes Proceeds Loan, the Proceeds Loan and any additional proceeds loans), (iii) material operating bank accounts of the Company and the Issuer and (iv) monetary rights claims and receivables of the Company under the Original Acquisition Agreement. Under the terms of the Intercreditor Agreement, in the event of an enforcement of the Collateral or certain distressed disposals, the holders of the New Notes, the 2027 Notes and the 2028 Notes will receive proceeds from the Collateral only after the lenders under the Revolving Credit Facility, counterparties to certain hedging agreements and lenders or creditors under certain other indebtedness. The security interests in the Collateral may be released under certain circumstances. See “*Risk Factors—Risks Related to the New Notes, the Guarantees and the Collateral,*” “*Description of Other Indebtedness—Intercreditor Agreement,*” and “*Description of the Notes—Security.*”
- (7) As of September 30, 2023, after giving effect to the Refinancing Transactions, the Company’s subsidiaries that will not guarantee the New Notes would have had €213.7 million of indebtedness outstanding.

The Offering

The following is a brief summary of certain terms of the Offering. It is not intended to be complete and it is subject to important limitations and exceptions. For a more complete understanding of the New Notes and the Guarantees, including certain definitions of terms used in this summary, see “*Description of Other Indebtedness—Intercreditor Agreement*” and “*Description of the Notes*.”

Issuer:	Cirsa Finance International S.à r.l. (formerly, LHMC Finco S.à r.l.), a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg. The Issuer is registered with the Luxembourg Register of Commerce and Companies (<i>Registre de Commerce et des Sociétés à Luxembourg</i>) under number B224669.
New Notes Offered:	€450,000,000 aggregate principal amount of 6.500% Senior Secured Notes due 2029. €200,000,000 aggregate principal amount of Floating Rate Senior Secured Notes due 2028. The New Notes will be issued as “Additional Notes” under the Indenture and will constitute a single class of debt securities with the 2028 Notes under the Indenture, including with respect to waivers, amendments, redemptions and offers to purchase, except as otherwise specified with respect to the New Notes. The New Fixed Rate Notes will be issued as a separate series from the 2028 Notes under the Indenture, will have different common codes and ISINs than the 2028 Notes, will have a different maturity and interest rate than the 2028 Notes, will have different redemption prices than the 2028 Notes and will not be fungible with either series of the 2028 Notes for U.S. federal income tax purposes. The New Floating Rate Notes and the 2028 Floating Rate Notes will form a single series under the Indenture and the New Floating Rate Notes will have the same ISIN and common codes as the 2028 Floating Rate Notes, provided that the New Floating Rate Notes sold outside the United States pursuant to Regulation S will initially bear a temporary ISIN and common code. On and from the consolidation date (the date which is 40 days after the later of the date of the original issuance of the New Floating Rate Notes and the last date on which we or any of our affiliates were the owner of the New Floating Rate Notes), the New Floating Rate Notes will be consolidated and fully fungible with the 2028 Floating Rate Notes sold outside the United States pursuant to Regulation S.
New Fixed Rate Notes Coupon:	6.500%.
New Floating Rate Notes Coupon:	Three-month EURIBOR plus 450 basis points per year, reset quarterly.
Issue Date:	February 13, 2024.
New Fixed Rate Notes Issue Price:	100.000% plus accrued and unpaid interest, if any, from the Issue Date.
New Floating Rate Notes Issue Price	101.250 % plus accrued and unpaid interest, if any, from January 31, 2024.
New Fixed Rate Notes Maturity Date:	March 15, 2029.
New Floating Rate Notes Maturity Date:	July 31, 2028.
New Fixed Rate Notes Interest Payment Dates:	Semi-annually in arrear on each April 15 and October 15, commencing on April 15, 2024. Interest will accrue from the Issue Date.
New Floating Rate Notes Interest Payment Dates:	Quarterly in arrear on each January 31, April 30, July 31 and October 31, commencing

on April 30, 2024. Interest will accrue from January 31, 2024.

Denomination: The Issuer will issue the New Notes in global form in minimum denominations of €100,000 and integral multiples of €1,000, in excess thereof maintained in book-entry form.

Ranking of the New Notes: .. The New Notes will be senior secured obligations of the Issuer and will:

- rank *pari passu* in right of payment with the Issuer's existing and future obligations that are not expressly subordinated in right of payment to the New Notes, including indebtedness incurred under the Revolving Credit Facility, the 2027 Notes, the 2028 Notes and certain hedging obligations;
- be senior in right of payment to the Issuer's existing and future obligations that are expressly subordinated in right of payment to the New Notes;
- be effectively subordinated to the Issuer's existing and future obligations that are secured by property or assets that do not secure the New Notes, to the extent of the value of the property and assets securing such obligations;
- be secured by the Collateral as described further under "—Security" below (however, under the terms of the Intercreditor Agreement, in the event of an enforcement of the Collateral or certain distressed disposals, the holders of the New Notes, the 2027 Notes and the 2028 Notes will receive proceeds from such Collateral only after the lenders under the Revolving Credit Facility, counterparties to certain hedging agreements and lenders or creditors under certain other indebtedness);
- be guaranteed by the Guarantors, which guarantees may be subject to the guarantee limitations described herein; and
- be structurally subordinated to all existing and future obligations of the non-Guarantor subsidiaries of the Company.

The New Fixed Rate Notes and the New Floating Rate Notes will constitute separate series of Notes, but shall be treated as a single class for all purposes under the Indenture, including in respect of any amendment, waiver or other modification of the Indenture or any other action by the holders of the Notes thereunder, except as otherwise provided in the Indenture.

Guarantees: The New Notes will be guaranteed on a senior secured basis by the Company and the Subsidiary Guarantors on or about the Issue Date, subject to the Agreed Security Principles.

The obligations of a Guarantor under its Guarantee will be contractually limited under the applicable Guarantee to reflect limitations under applicable law with respect to maintenance of share capital, corporate benefit, financial assistance and other legal restrictions applicable to the Guarantors and their respective shareholders, directors and general partners. For a description of such limitations, see "*Limitations on Validity and Enforceability of Guarantees and Security*." In particular, the Guarantees of the Cirsa Group Guarantors incorporated in Spain will be limited to the value of the 2027 Notes, the 2028 Notes and the New Notes (and any additional Notes so long as they do not infringe Spanish financial assistance laws), to the extent the 2027 Notes, the 2028 Notes and the New Notes do not refinance the proceeds from the 2025 Notes that were not used to refinance the Cirsa's Group existing indebtedness, and those Guarantees will not apply to those obligations or liabilities which, if guaranteed, will constitute an infringement of Spanish financial assistance laws in accordance with Articles 143.2 and 150 of the Spanish Capital Companies Act (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*). In addition, under Spanish law, the financial assistance restrictions referred to above in relation to Cirsa Group Guarantors incorporated in Spain may also apply to the Cirsa Group Guarantors that are not incorporated in Spain. The Indenture limits all security

over the Collateral granted by the subsidiaries of Cirsa incorporated in Spain (and such limitation may be applicable to all Guarantees of the Cirsa Group Guarantors not incorporated in Spain) to the above-mentioned limitations. See “*Risk Factors—Risks Related to the New Notes, the Guarantees and the Collateral—The Collateral may not be sufficient to secure the obligations under the New Notes.*” and “*Limitations on Validity and Enforceability of Guarantees and Security—Spain.*” The Guarantees may be released under certain circumstances. See “*Description of the Notes—Guarantees.*”

As of and for the twelve months ended September 30, 2023, the Guarantors represented 32.3% of the Group’s revenue, 45.7% of the Group’s EBITDA (excluding the negative EBITDA of the Company and certain other subsidiaries) and 27.4% of the Group’s total assets (excluding goodwill assets).

As at September 30, 2023, after giving effect to the Refinancing Transactions, the Company’s subsidiaries that will not guarantee the New Notes would have had €213.7 million of indebtedness outstanding.

See “*Risk Factors—Risks Related to the New Notes, the Guarantees and the Collateral.*”

Ranking of the Guarantees: Each Guarantee of the New Notes will be a joint and several, senior secured obligation of the respective Guarantor and will:

- rank *pari passu* in right of payment with all existing and future obligations of that Guarantor that are not expressly subordinated in right of payment to such Guarantee, including guarantees in respect of the Revolving Credit Facility, the 2027 Notes, the 2028 Notes and certain hedging obligations;
- rank senior in right of payment to all existing and future obligations of such Guarantor that are expressly subordinated in right of payment to such Guarantee;
- be effectively subordinated to all existing and future obligations of such Guarantor that are secured by property or assets that do not secure such Guarantee, to the extent of the value of the property and assets securing such obligations; and
- be secured by the Collateral as described under “—*Security*” below, (however, under the terms of the Intercreditor Agreement, in the event of an enforcement of the Collateral or certain distressed disposals, the holders of the New Notes, the 2027 Notes and the 2028 Notes will receive proceeds from such Collateral only after the lenders under the Revolving Credit Facility, counterparties to certain hedging agreements and lenders or creditors under certain other indebtedness).

Security: Pursuant to the Collateral Documents, within 120 days of the Issue Date, the Issuer, the Company and certain of its restricted subsidiaries (as applicable) will grant in favor of the Security Agent, subject to the Intercreditor Agreement, the Agreed Security Principles, perfection requirements and any Permitted Liens, liens and security interests on an equal and ratable first-priority basis, over those of the assets listed below:

- the entire issued capital stock of the Company, the Issuer, Cirsa, Cirsa International Business Corporation, S.L.U., Gaming & Services de Panama S.A., Promociones e Inversiones de Guerrero, S.A.P.I. de C.V., Uniplay S.A.U., Global Game Machine Corporation, S.A.U., Juegomatic, S.A.U., Cirsa Italia Holding SpA, Sportium Apuestas Digital, S.A.U., Barna Center, S.A.U. and Eleval Electrónicos Valencia, S.A.U.;
- material long-term intra-group receivables of the Issuer (including receivables of the Issuer in respect of the 2027 Notes Proceeds Loan, the 2028 Notes Proceeds Loan, the Proceeds Loan and any additional proceeds loan);
- material operating bank accounts of the Company and the Issuer; and
- monetary rights, claims and receivables of the Company under the Original

Acquisition Agreement,

(together, the “*Collateral*”).

The security interests created under the accessory Collateral Documents in relation to the Collateral in connection with this Offering of the New Notes may be junior in rem to the security interests created over the accessory Collateral pursuant to the Collateral Documents entered into prior to the Issue Date, under which prior security interests have also been granted in favor of, *inter alios*, the Security Agent for the benefit of the secured parties (which includes the Trustee on behalf of Holders of the New Notes). The Intercreditor Agreement provides that such junior security interests will be treated as security interests ranking *pari passu* with such prior security interests. However, if the Intercreditor Agreement or the relevant provisions thereof were voided or held to be unenforceable for any reason, Holders of the New Notes would not benefit from such first-ranking treatment and would be subordinated, with respect to such security interests, to the prior security interests over the same Collateral. See “*Description of the Notes—Security—Priority*.”

Notwithstanding the foregoing, certain assets will not be pledged (or the liens not perfected) and guarantees will not be required, in accordance with the Agreed Security Principles as described under “*Description of the Notes—Security—The Collateral*.”

The security over the Collateral will be limited as necessary to recognize certain limitations arising under or imposed by local law and defenses generally available to providers of Collateral (including those that relate to fraudulent conveyance or transfer, voidable preference, financial assistance, corporate purpose or benefit, capital maintenance or similar laws, regulations or defenses affecting the rights of creditors generally) or other considerations under applicable law. In particular, security over the Collateral granted by the subsidiaries of Cirsa incorporated in Spain will be limited to the value of the 2027 Notes, the 2028 Notes and the New Notes (and any additional Notes so long as they do not infringe Spanish financial assistance laws), to the extent the 2027 Notes, the 2028 Notes and the New Notes do not refinance the proceeds from the 2025 Notes that were not used to refinance the Cirsa’s Group existing indebtedness, and those Guarantees will not apply to those obligations or liabilities which, if guaranteed, will constitute an infringement of Spanish financial assistance laws in accordance with Articles 143.2 and 150 of the Spanish Capital Companies Act. In addition, under Spanish law, the financial assistance restrictions referred to above in relation to the Collateral granted by the subsidiaries of Cirsa incorporated in Spain may also apply to subsidiaries of Cirsa not incorporated in Spain. The Indenture limits all security over the Collateral granted by the subsidiaries of Cirsa incorporated in Spain (and such limitation may be applicable to all security over the Collateral granted by the subsidiaries of Cirsa not incorporated in Spain) to the abovementioned limitations. See “*Risk Factors—Risks Related to the New Notes, the Guarantees and the Collateral—The Collateral may not be sufficient to secure the obligations under the New Notes*.” and “*Limitations on Validity and Enforceability of Guarantees and Security—Spain*.” The security over the Collateral may be released under certain circumstances. See “*Description of the Notes—Security*.”

Under the terms of the Intercreditor Agreement, in the event of an enforcement of the Collateral or certain distressed disposals, the holders of the New Notes, the 2027 Notes and the 2028 Notes will receive proceeds from the Collateral only after the lenders under the Revolving Credit Facility, counterparties to certain hedging agreements and lenders or creditors under certain other indebtedness. The security interests in the Collateral may be released under certain circumstances. See “*Description of Other Indebtedness—Intercreditor Agreement*” and “*Description of the Notes—Security*.”

Indenture..... The New Notes will be issued pursuant to the Indenture dated the 2028 Notes Issue Date, among, *inter alios*, the Issuer, the Guarantors and the Trustee, as amended and/or supplemented from time to time.

Intercreditor Agreement: Each holder of a New Note by accepting a New Note will be deemed to have agreed to, and be bound by, the terms of the Intercreditor Agreement. The Indenture is subject to the terms of the Intercreditor Agreement, and the rights and benefits of the holders of

the New Notes will be limited accordingly and subject to the terms of the Intercreditor Agreement. See “*Description of Other Indebtedness—Intercreditor Agreement.*”

Optional Redemption:.....

New Fixed Rate Notes:

The Issuer may redeem all or part of the New Fixed Rate Notes at any time on or after February 13, 2026 at the applicable redemption prices as described under “*Description of the Notes—Optional Redemption—Optional Redemption of the New Fixed Rate Notes.*” At any time prior to February 13, 2026 the Issuer may redeem all or part of the New Fixed Rate Notes at a redemption price equal to 100% of the principal amount of the New Fixed Rate Notes, plus accrued and unpaid interest and additional amounts, if any, plus the relevant “make-whole” premium applicable to the New Fixed Rate Notes, as described under “*Description of the Notes—Optional Redemption—Optional Redemption of the New Fixed Rate Notes.*”

At any time prior to February 13, 2026, the Issuer may redeem up to 40% of the aggregate principal amount of the New Fixed Rate Notes (including additional New Fixed Rate Notes) with the net cash proceeds from certain equity offerings at a redemption price equal to 106.500% of the principal amount of the Fixed Rate Notes redeemed, plus accrued and unpaid interest and additional amounts, if any, to the date of redemption; provided that:

- the redemption takes place no later than 180 days after the closing of the related equity offering; and
- not less than 50% of the principal amount of the New Fixed Rate Notes originally issued on the Issue Date (excluding the principal amount of any additional New Fixed Rate Notes) remain outstanding immediately thereafter (unless all such New Fixed Rate Notes are redeemed substantially concurrently).

At any time prior to February 13, 2026, the Issuer may on any one or more occasions redeem during each 12-month period up to 10% of the aggregate principal outstanding amount of the New Fixed Rate Notes, upon not less than 10 nor more than 60 days’ notice, at a redemption price of 103% of the principal amount of the New Fixed Rate Notes so redeemed, plus accrued and unpaid interest and additional amounts, if any, to, but excluding, the redemption date, subject to the right of holders on the relevant record date to receive interest due on the relevant interest payment date occurring on or prior to, but excluding, the redemption date. See “*Description of the Notes—Optional Redemption—Optional Redemption of the New Fixed Rate Notes.*”

New Floating Rate Notes:

The Issuer may redeem all or part of the Floating Rate Notes at any time on or after July 19, 2024 at the applicable redemption prices as described under “*Description of the Notes—Optional Redemption—Optional Redemption of the Floating Rate Notes.*” At any time prior to July 19, 2024 the Issuer may redeem all or part of the Floating Rate Notes at a redemption price equal to 100% of the principal amount of the Floating Rate Notes, plus accrued and unpaid interest and additional amounts, if any, plus the relevant “make-whole” premium applicable to the Floating Rate Notes, as described under “*Description of the Notes—Optional Redemption—Optional Redemption of the Floating Rate Notes.*”

Additional Amounts:.....

All payments made by the Issuer or any Guarantor (each, a “Payor”) on the New Notes or the Guarantees will be made without withholding or deduction for any taxes or other governmental charges, except to the extent required by law. If withholding tax is required by law in any jurisdiction from or through which payment on any such New Note or Guarantee is made or any other jurisdiction in which the Payor is incorporated or organized, resident or engaged in business for tax purposes or has a permanent establishment in (each, a “*Relevant Taxing Jurisdiction*”), subject to certain exceptions, the relevant Payor will pay additional amounts so that the net amounts received will equal the amounts which would have received in the absence of such withholding. See “*Description of the Notes—Withholding Taxes.*”

Tax Redemption:

If certain changes in the law of any Relevant Taxing Jurisdiction become effective that would impose withholding taxes or other deductions on the payments on the New Notes

of a series or the related Guarantees, as applicable, and the relevant Payor is or on the next interest payment date would be required to pay any additional amounts with respect to the New Notes of such series, the Issuer may redeem the New Notes of such series in whole, but not in part, at any time, at a redemption price of 100% of the principal amount, plus accrued and unpaid interest and additional amounts, if any, to the date of redemption. See “*Description of the Notes—Redemption for Taxation Reasons.*”

Original Issue Discount

The New Floating Rate Notes will be treated as issued with original issue discount (“OID”) for United States federal income tax purposes. In addition to stated interest on the New Floating Rate Notes, a holder subject to United States federal income taxation will, subject to the possible application of rules governing acquisition premium, be required to include the OID in gross income (as ordinary income) as it accrues, on a constant yield to maturity basis, in advance of the receipt of the cash payment thereof and regardless of such holder’s regular method of accounting for United States federal income tax purposes. See “*Tax Considerations—Certain United States federal income tax considerations.*”

Change of Control:.....

Upon the occurrence of certain events constituting a “change of control,” the Issuer is required to offer to repurchase all outstanding New Notes at a purchase price in cash equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest and additional amounts, if any, to the date of purchase. A “change of control” will not be deemed to have occurred if a specified consolidated net leverage ratio is not exceeded as a result of such event. See “*Description of the Notes—Repurchase at the Option of Holders—Change of Control.*”

Certain Covenants:

The Indenture, among other things, restricts the ability of the Company, the Issuer and the other restricted subsidiaries of the Company to:

- incur or guarantee additional indebtedness and issue certain preferred stock;
- pay dividends on, redeem capital stock and, in the case of restricted subsidiaries of the Company (other than the Issuer or a Guarantor) make certain investments;
- make certain other restricted payments;
- create or permit to exist certain liens;
- sell, lease or transfer certain assets;
- enter into arrangements that impose encumbrances or restrictions on the ability of the restricted subsidiaries to pay dividends or make other payments to the Issuer, the Company or its restricted subsidiaries that are Guarantors;
- enter into certain transactions with affiliates;
- merge or consolidate with other entities; and
- impair the security interests for the benefit of the holders of the New Notes.

Each of these covenants is subject to significant exceptions and qualifications. See “*Description of the Notes—Certain Covenants.*”

Use of Proceeds:.....

The proceeds of the Offering will be used (i) to redeem the entire outstanding amount of the 2025 Notes issued under the 2019 Indenture, (ii) for distribution to LHMC Finco 2 S.à r.l. in order to repay a portion of the outstanding amount of its PIK Notes issued under the PIK Indenture, (iii) to redeem a portion of the outstanding amount of the 10.375% 2027 Notes issued under the 2019 Indenture, (iv) to pay the accrued and unpaid interest in respect of the 2025 Notes and the PIK Notes being redeemed and the redemption premium and accrued and unpaid interest in respect of the 10.375% 2027 Notes being redeemed as well as fees and expenses associated with the Offering and (v) for general corporate purposes. See “*Use of Proceeds.*”

Transfer Restrictions:	The New Notes and the Guarantees have not been, and will not be, registered under the U.S. Securities Act or the securities laws of any other jurisdiction and are subject to restrictions on transferability and resale. See “ <i>Transfer Restrictions</i> .” The Issuer has not agreed to, or otherwise undertaken to, register the New Notes in the United States (including by way of an exchange offer).
No Prior Market:	The New Notes will be new securities for which there is currently no established trading market. Accordingly, there can be no assurances as to the development or liquidity of any market for the New Notes.
Listing:	Application will be made for the listing of the New Notes on the Official List of the Luxembourg Stock Exchange and to be admitted for trading on the Luxembourg Stock Exchange’s Euro MTF Market in accordance with the rules and regulations of that exchange. There can be no assurances that the New Notes will be listed on the Official List of the Luxembourg Stock Exchange, that such permission to deal in the New Notes will be granted, that such listing will be maintained or that the New Notes will be admitted to trading on the Euro MTF Market.
Governing Law for the New Notes, the Guarantees and the Indenture:	New York law.
Governing Law for the Intercreditor Agreement:	English law.
Governing Law for the Security Documents:	Spanish law, Panamanian law, Mexican law, Italian law and Luxembourg law.
Trustee:	Deutsche Trustee Company Limited.
Paying Agent:	Deutsche Bank AG, London Branch.
Calculation Agent:	Deutsche Bank AG, London Branch.
Transfer Agent:	Deutsche Bank AG, London Branch.
Registrar:	Deutsche Bank Luxembourg S.A.
Security Agent:	Deutsche Bank Trust Company Americas.
Listing Agent:	Deutsche Bank Luxembourg S.A.
New Fixed Rate Notes ISIN:	Regulation S: XS2760863329 and Rule 144A: XS2760863592
New Fixed Rate Notes Common Code:	Regulation S: 276086332 and Rule 144A: 276086359
New Floating Rate Notes Temporary ISIN:	Regulation S: XS2760864053
New Floating Rate Notes Temporary Common Code:	Regulation S: 276086405
New Floating Rate Notes Permanent ISIN:	Regulation S: XS2649696890 and Rule 144A: XS2649697278
New Floating Rate Notes Permanent Common Code: .	Regulation S: 264969689 and Rule 144A: 264969727

Investing in the New Notes involves substantial risks. See “*Risk Factors*” for a description of certain risks you should carefully consider before investing in the New Notes.

Summary Consolidated Historical and Other Information

In this Offering Memorandum, we present the Company's unaudited interim condensed consolidated financial statements as of and for the nine months ended September 30, 2022 and 2023, the Company's consolidated financial statements as of and for the years ended December 31, 2020, 2021 and 2022, in each case, prepared in accordance with IFRS as adopted by the European Union. The Company's consolidated financial statements as of and for the years ended December 31, 2020, 2021 and 2022 have been audited by Ernst & Young S.L. The Company's consolidated financial statements as of and for the year ended December 31, 2020 have also been jointly audited by Cortés & Pérez Auditores y Asesores Asociados, S.L. Their auditors' reports thereon are included elsewhere in this Offering Memorandum. We present our consolidated financial statements in euro.

Unless otherwise indicated, the financial information presented in this Offering Memorandum as of and for the nine months ended September 30, 2022 and 2023 has been extracted from the Company's unaudited interim condensed consolidated financial statements as of and for the nine months ended September 30, 2023; the financial information as of and for the years ended December 31, 2021 and 2022 has been extracted from the Company's consolidated financial statements as of and for the year ended December 31, 2022; and the financial information as of and for the year ended December 31, 2020 has been extracted from the Company's consolidated financial statements as of and for the year ended December 31, 2021.

We have presented below certain financial and other operating data as of and for the years ended December 31, 2020, 2021 and 2022 and for the nine months ended September 30, 2022 and 2023. The historical financial and other data presented as of and for the year ended December 31, 2020 reflects the impact on our business of the COVID-19 pandemic as the majority of our casinos and gaming halls were closed during the government imposed lock-downs in the countries where we operate. The data as of and for the years ended December 31, 2021 and December 31, 2022 reflects the impact on our business of certain operations and jurisdictions that continued to be affected by the COVID-19 pandemic and where we were unable to resume normal operations. The data presented as of and for the nine months ended September 30, 2023 reflects the ordinary course operations of our business in a steady state without the impact of the COVID-19 pandemic.

Prior to January 1, 2023, our business divisions were categorized as follows: Casinos, Slots, Bingo, Business-to-Business ("B2B") and On-line Gaming & Betting. From January 1, 2023, in an effort to reduce the number of business divisions, make them homogenous and ease the comparability of our results and financial information, we changed the segmentation of our business divisions in our financial statements. From January 1, 2023, our business divisions are as follows: Casinos, Slots Spain, Slots Italy and On-Line Gaming & Betting. See "*Business—Our Divisions*" for further information.

In implementing these changes, our unaudited interim financial statements as of and for the nine months ended September 30, 2023 have been prepared on the basis of the new business divisions and comparative interim results for September 30, 2022 have been restated. Further, we have also prepared a restatement of our consolidated financial statements as of and for the year ended December 31, 2022 ("*Restated FY 2022 Financial Statements*") in order to make the financial information set forth therein comparable with our financial statements in the future. However, such restatement has not been audited or reviewed by our auditors. Our audited consolidated financial statements as of and for the years ended December 31, 2020, 2021 and 2022 included in this Offering Memorandum have been prepared on the basis of the previous classification of business divisions and have not been restated. Due to these changes, the consolidated financial statements and the historical financial and operating data derived from such financial statements and included in this Offering Memorandum may not be comparable. See "*Operating and Financial Review and Prospects—Factors Affecting Comparability—Changes to Segment Reporting*."

Further, we have also presented certain information for the twelve months ended September 30, 2023 on the basis of the new segment reporting. The information for the twelve months ended September 30, 2023 has been derived by subtracting our results of operations data for the nine months ended September 30, 2022 from our results of operations data derived from the Restated FY 2022 Financial Statements for the year ended December 31, 2022 and adding our results of operations data for the nine months ended September 30, 2023 (in each case, prepared on the basis of the new segment reporting).

We have also presented below certain non-IFRS measures. These include certain operating measures such as numbers of slots, casinos, gaming halls and tables. These also include certain financial measures such as Adjusted net operating revenues, EBIT, EBITDA, EBITDA Margin, Capital Expenditures, Financial Operating Cash Flow ("*FOCF*"), Financial Cash Flow ("*FCF*"), Cash Conversion, Adjusted Cash and Cash Equivalents, Adjusted Total Debt, Adjusted Total Net Debt, Total Net Debt, Adjusted Net Interest Expense, Ratio of Adjusted Total Net Debt to EBITDA, Ratio of EBITDA to Adjusted Net Interest Expense and certain other leverage and coverage ratios. We present these non-IFRS measures in this Offering Memorandum because we believe that they provide useful information regarding our ability to service and incur indebtedness and management uses them as a measure of evaluating our performance. These non-IFRS measures are not measurements of operating performance under IFRS and should not be considered a substitute for

operating income, net income, cash flows from operating activities or other profit and loss account or statement of cash flows information, or as a measure of profitability or liquidity, and do not necessarily indicate whether cash flow will be sufficient or available for cash requirements. Therefore, the non-IFRS measures presented below should be viewed as supplementary to our consolidated financial statements included elsewhere in this Offering Memorandum and may not be indicative of our historical operating results nor are they meant to be predictive of potential future results. Because all companies do not calculate such measures identically, the presentation may not be comparable to similarly entitled measures of other companies and you are cautioned not to place undue reliance on such financial information.

The summary historical consolidated financial information is qualified in its entirety by reference to, and should be read in conjunction with “*Operating and Financial Review and Prospects*” and the consolidated financial statements included elsewhere in this Offering Memorandum. See “*Presentation of Financial and Other Information.*”

Historical Financial Information

(in € millions)	For the year ended December 31,			For the nine months ended September 30,	
	2020	2021	2022	2022	2023
	(audited)	(audited)	(audited)	(unaudited)	(unaudited)
Summary Profit and Loss Account Information:					
Operating revenues	1,013.6	1,337.3	2,038.9	1,463.9	1,779.0
Variable rent and other ⁽⁺⁾	(171.3)	(220.0)	(297.7)	(241.2)	(303.3)
Net operating revenues	842.4	1,117.3	1,741.2	1,222.7	1,475.7
Consumption	(29.7)	(45.6)	(64.3)	(31.7)	(42.4)
Personnel	(202.2)	(208.8)	(278.8)	(205.1)	(234.1)
Gaming taxes	(304.9)	(319.2)	(504.6)	(369.6)	(443.2)
External supplies and services	(179.5)	(212.2)	(341.1)	(218.4)	(288.9)
Depreciation, amortization and impairment	(326.5)	(305.7)	(297.8)	(223.5)	(234.1)
Changes in trade provisions	(8.6)	(0.5)	(4.8)	(2.2)	(2.3)
Earnings before interest and taxes	(209.0)	25.2	249.9	172.1	230.7
Financial results	(154.3)	(163.2)	(137.9)	(97.3)	(121.8)
Foreign exchange results	31.4	(18.2)	2.2	(0.2)	1.3
Results on sale of non-current assets	(1.7)	(2.3)	(5.0)	(0.8)	(2.4)
Profit before tax	(333.6)	(158.3)	109.2	73.9	107.7
Income tax	64.9	12.3	(29.6)	(18.7)	(33.6)
Minority interest	14.1	(4.7)	(23.0)	(17.3)	(23.9)
Net profit	(254.6)	(150.9)	56.6	37.8	50.3

(+) This line item has been changed from “Variable rent” payments to “Variable rent and other” payments in respect of the nine months ended September 30, 2022 and 2023 only. This line item remains as “Variable rent” payments in respect of the years ended December 31, 2020, 2021 and 2022. “Variable rent and other” refers to the amount collected from slot machines that are payable to the owner of the premises on a revenue-sharing basis, channel costs in the On-line Gaming & Betting Division (such as referral fees and fees to point-of-sale operators) and contractual payments to sub-operators (which are based on a profit sharing formula that varies by sub-operator).

(in € millions)	As of December 31,			As of September 30,	
	2020	2021	2022	2022	2023
	(audited)	(audited)	(audited)	(unaudited)	(unaudited)
Summary Balance Sheet Information:					
Cash and cash equivalents	283.3	280.2	213.4	239.1	231.5
Total assets	3,372.4	3,262.0	3,270.4	3,410.5	3,446.8
Total debt ⁽¹⁾	2,654.1	2,642.1	2,484.4	2,528.0	2,494.8
Total net debt ⁽²⁾	2,370.8	2,361.9	2,271.0	2,288.9	2,263.2
Total shareholders' equity	259.1	122.7	224.2	258.0	307.2

(in € millions)	For the year ended December 31,			For the nine months ended September 30,	
	2020	2021	2022	2022	2023
	(audited)	(audited)	(audited)	(unaudited)	(unaudited)
Consolidated statement of cash flows:					
Net cash flows from operating activities ⁽³⁾	84.5	367.5	513.7	387.2	418.6
Net cash flows used in investing activities	(117.1)	(134.4)	(219.3)	(143.7)	(166.9)
Net cash flows from/(used in) financing activities ⁽³⁾	163.0	(235.4)	(361.7)	(284.6)	(235.3)

Non-IFRS Measures

(in € millions, unless indicated otherwise)	As of and for the year ended December 31,			As of and for the nine months ended September 30,	
	2020	2021	2022	2022	2023
	(unaudited)	(unaudited)	(unaudited)	(unaudited)	(unaudited)
Other Financial Information:					
EBITDA ⁽⁴⁾	126.1	331.4	552.5	397.9	467.1
EBITDA Margin ⁽⁵⁾	15.0%	29.7%	31.7%	32.5%	31.7%
Capital Expenditures ⁽⁶⁾	125.2	110.3	144.5	97.2	123.5
Financial Cash Flows:					
FOCF ⁽⁷⁾	(81.6)	182.1	230.6	196.0	198.6
FCF ⁽⁷⁾	130.3	(2.2)	(67.2)	(40.7)	16.7
Cash Conversion ⁽⁷⁾	—	54.9%	41.7%	49.3%	42.5%

Certain Operating Information	As of September 30, 2023									
	Spain	Panama	Colombia	Mexico	Italy	Costa Rica	Dominican Republic	Peru	Morocco	Total
(number of units)										
Slot machines(*)	40,602	8,224	7,405	7,136	13,388	842	871	3,275	426	82,169
Tables	52	10	259	150	—	20	76	41	52	660
Casinos & Gaming	263	33	70	28	6	7	6	19	3	435
Halls										
Betting Points	2,177	40	186	—	6	—	2	86	—	2,491
Online Gaming	1	1	1	1	1	0	0	0	0	5

(*) These figures include the total number of slot machines in all divisions.

(in € millions, unless indicated otherwise)	Unless indicated otherwise, as of and for the twelve months ended September 30, 2023	
	(unaudited)	
Adjusted Financial Information:		
EBITDA ⁽⁴⁾		621.7
Adjusted Cash and Cash Equivalents ⁽⁸⁾		240.2
Adjusted Total Debt ⁽⁹⁾		2,707.2
Adjusted Total Net Debt ⁽¹⁰⁾		2,467.0
Adjusted Net Interest Expense ⁽¹¹⁾		169.8
Ratio of Adjusted Total Net Debt to EBITDA		4.0x
Ratio of EBITDA to Adjusted Net Interest Expense		3.7x

- Total debt of €2,494.8 million as of September 30, 2023 was comprised of (i) bank debt of €62.5 million recorded under “Credit institutions” as non-current liabilities and current liabilities, (ii) €2,112.8 million recorded under “Bonds” as non-current liabilities and current liabilities, representing €390.0 million of the 2025 Notes, €1,040.0 million of the 2027 Notes, €700.0 million of the 2028 Notes and €19.4 million of accrued and unpaid interest on the 2025 Notes, the 2027 Notes and the 2028 Notes, net of aggregate capitalized financing costs of €36.6 million, (iii) capitalization of operating leases of €287.4 million recorded under “lease liabilities” as non-current liabilities and current liabilities and (iv) other third-party indebtedness, representing finance lease obligations of €0.9 million recorded under “Credit institutions” as non-current liabilities and current liabilities and promissory notes and other loans of €31.1 million recorded under “Other creditors” as non-current liabilities and current liabilities.
- We define total net debt as total debt less cash and cash equivalents.
- For the year ended December 31, 2021 and onwards, “gaming taxes, payable” have been re-classified from being an item under cash flows from operating activities to an item under cash flows (used in) financing activities.
- EBITDA represents profit/(loss) before tax, profit/(loss) on the sale of non-current assets, foreign exchange results, financial results, depreciation, amortization and impairment and changes in trade provisions (where applicable). We believe that it is widely accepted that EBITDA provides useful information regarding our ability to service and incur indebtedness. EBITDA is not a measurement of operating performance under IFRS, and should not be considered a substitute for operating income, net income, cash flows from operating activities or other profit and loss account information, or as a measure of profitability or liquidity, and EBITDA does not necessarily indicate whether cash flow will be sufficient or available for cash requirements. EBITDA may not be indicative of our historical operating results and it is not meant to be predictive of potential future results. Because all companies do not calculate EBITDA identically, the presentation may not be comparable to similarly entitled measures of other companies.

The following table provides a reconciliation of our Profit/(loss) before tax to EBITDA for the periods presented:

(in € millions)	For the year ended December 31,			For the nine months ended September 30,		For the twelve months ended September 30,
	2020	2021	2022	2022	2023	2023
	(audited)	(audited)	(audited)	(unaudited)	(unaudited)	(unaudited)
Profit before tax	(333.6)	(158.3)	109.2	73.9	107.7	143.1
Loss/(Profit) on sale of non-current assets	1.7	2.3	5.0	0.8	2.4	6.6

(in € millions)	For the year ended December 31,			For the nine months ended September 30,		For the twelve months ended September 30,
	2020	2021	2022	2022	2023	2023
	(audited)	(audited)	(audited)	(unaudited)	(unaudited)	(unaudited)
Foreign exchange results	(31.4)	18.2	(2.2)	0.2	(1.3)	(3.7)
Depreciation, amortization and impairment..	326.5	305.7	297.8	223.5	234.1	308.3
Financial results.....	154.3	163.2	137.9	97.3	121.8	162.4
Changes in trade provisions.....	8.6	0.5	4.8	2.2	2.3	4.9
EBITDA	126.1	331.4	552.5	397.9	467.1	621.7

The following table provides a breakdown of EBITDA by business segment for the relevant periods based on our new business segments:

(in € millions)	For the year ended December 31,			For the nine months ended September 30,		For the twelve months ended September 30,
	2020	2021	2022	2022	2023	2023
	(unaudited)	(unaudited)	(unaudited)	(unaudited)	(unaudited)	(unaudited)
EBITDA:						
Casinos.....	55.2	193.2	349.8	253.6	289.3	385.6
Slots Spain.....	58.4	120.4	151.7	109.0	124.0	166.8
Slots Italy	2.6	2.4	19.5	12.9	18.8	25.4
On-line Gaming & Betting	18.7	23.0	42.0	27.8	43.4	57.6
Other ^(a)	(8.8)	(7.6)	(10.5)	(5.3)	(8.4)	(13.6)
Total	126.1	331.4	552.5	397.9	467.1	621.7

(a) Other includes central corporate services and certain inter-segment consolidation adjustments.

- (5) EBITDA Margin represents EBITDA as a percentage of net operating revenue.
- (6) We define capital expenditures to include the following items from our consolidated statement of cash flows: “Purchase and development of property, plant and equipment” and “Purchase and development of intangibles.”
- (7) Our financial cash flow definitions exclude any cash invested in or generated from M&A activity during the relevant period. We define FOCF as the total of EBITDA, variations in working capital, income taxes paid, capital expenditure (representing cash flows from/(used in) investing activities), lease principal payments and other. We define FCF as the total of FOCF, interest accrued/(paid) on financial debt, dividends and other payments, bank account inflows/(outflows), issuance/(cancellation) of notes and deferred gaming taxes. We define Cash Conversion as FOCF, expressed as a percentage of our EBITDA. FOCF, FCF and Cash Conversion are not measurements of operating performance under IFRS, and should not be considered substitutes for operating income, net income, cash flows from operating activities or other profit and loss account information, or as measures of profitability or liquidity, and FOCF, FCF and Cash Conversion do not necessarily indicate whether cash flow will be sufficient or available for cash requirements. FOCF, FCF and Cash Conversion may not be indicative of our historical operating results nor are they meant to be predictive of potential future results. Because all companies do not calculate FOCF, FCF and Cash Conversion identically, the presentation may not be comparable to similarly entitled measures of other companies.

The following table provides a reconciliation of our EBITDA to FOCF and FOCF to FCF for the periods presented. For a reconciliation of EBITDA to our Profit/(loss) before tax for the relevant periods, refer to footnote (4) above.

(in € millions)	For the year ended December 31,			For the nine months ended September 30,	
	2020	2021	2022	2022	2023
	(audited)	(audited)	(audited)	(unaudited)	(unaudited)
EBITDA	126.1	331.4	552.5	397.9	467.0
Variations in working capital.....	(31.3)	38.6	(2.2)	8.1	7.2
Income tax.....	(14.8)	(10.2)	(35.3)	(19.5)	(58.9)
Cash flows from/(used in) investing activities.....	(117.1)	(134.4)	(219.3)	(143.7)	(166.9)
Lease principal payments	(48.6)	(50.3)	(63.4)	(47.5)	(53.1)
Other	4.4	7.6	(1.2)	0.7	3.3
FOCF.....	(81.6)	182.1	230.6	196.0	198.6
Interest accrued/(paid) on financial debt.....	(122.8)	(125.8)	(122.5)	(76.7)	(115.0)
Dividends, share premium refund and other payments	(4.1)	(6.0)	(23.8)	(12.4)	(44.5)
Bank accounts inflows/(outflows)	258.6	(64.2)	(160.6)	(144.8)	(63.8)
Notes issuance/(cancellation)	—	84.7	13.9	0.0	43.5
Deferred gaming taxes ^(a)	80.2	(73.1)	(5.0)	(2.8)	(2.1)
FCF	130.3	(2.2)	(67.2)	(40.7)	16.7

(a) Represents the adjustment for gaming taxes payable in Spain and Italy during the years ended December 31, 2020 and 2021 which were deferred and paid during the years ended December 31, 2021 and 2022, respectively, as a result of the closure of our operations due to the COVID-19 pandemic.

- (8) Adjusted Cash and Cash Equivalents represents the Group’s cash and cash equivalents as of September 30, 2023, adjusted to give effect to the Refinancing Transactions. See “Capitalization.”

- (9) Adjusted Total Debt represents the Group's total debt as of September 30, 2023 adjusted to give effect to the Refinancing Transactions. See "*Capitalization.*"
- (10) Adjusted Total Net Debt represents Adjusted Total Debt less Adjusted Cash and Cash Equivalents.
- (11) Adjusted Net Interest Expense represents the Group's interest expense for the twelve months ended September 30, 2023 as adjusted for the offering of the Notes and the use of proceeds therefrom (including the Refinancing Transactions) as though it had occurred on October 1, 2022.

RISK FACTORS

An investment in the New Notes involves a high degree of risk. You should carefully consider the risk factors described below and all other information contained in this Offering Memorandum. These risks and uncertainties are not the only ones we face. We also face additional risks and uncertainties that are not currently known to us or that we currently consider immaterial. The occurrence of the risks described below or such additional risks could have a material adverse impact on our business, financial condition and results of operations, including our ability to make payments on the New Notes or on the trading price of such New Notes. This Offering Memorandum contains “forward-looking” statements that involve risks and uncertainties. Our actual results may differ significantly from the results discussed in the forward looking statements. Factors that might cause such differences are discussed below and elsewhere in this Offering Memorandum. See “*Forward-Looking Statements*.”

Risks Relating to the Gaming Industry and Our Business

Our business may be negatively impacted by the economic volatility and political conditions in Spain and other markets in which we operate, including the recent conflict in Israel and the Gaza Strip, Russia’s actions in Ukraine, higher energy costs and commodity prices, disruption of logistic chains, heightened inflation and other geopolitical and macroeconomic factors.

For the nine months ended September 30, 2023, our operations in Spain accounted for 42.3% of our consolidated net operating revenues and 48.6% of our consolidated EBITDA. Spain experienced a significant economic downturn between 2008 and 2012 and was impacted by the credit crisis. The unemployment rate, while improving in relative terms, was reported to be 13.0% and 11.9% in December 2022 and September 2023, respectively. The gross domestic product has been growing at a rate of 2.5% in 2018 and 1.8% in 2019, then declined by 10.8% in 2020, and returned to positive 5.5% in each of 2021 and 2022. The economic downturn has had a number of negative impacts on our operations in Spain. For example, the aggregate number of visitors to our slots arcades and casino and gaming halls in Spain as well as their average visit length and amount wagered decreased commencing in 2009, and, while increasing in recent years, have not yet recovered to the pre-downturn levels. The economic downturn in Spain and the effects of the credit crisis also adversely impacted the availability and cost of our bank financing in Spain. While the Spanish economy has been experiencing a modest recovery in recent years, continued concerns about the political uncertainty, unemployment and the availability and cost of credit, together with the adverse impact of the COVID-19 pandemic, pose risks for the full recovery of the Spanish economy. As a result, any new significant economic downturn or change in political conditions could have a material adverse effect on our results of operations and financial condition.

Our operations in Italy accounted for 25.2% of our consolidated net operating revenues and 7.3% of our consolidated EBITDA for the nine months ended September 30, 2023. Italy recorded negative GDP growth in 2020 due to the COVID-19 pandemic. Following the outbreak of the COVID-19 pandemic, the Italian economy contracted sharply during the first half and second half of 2020, thus entering a new recession as the country was one of the hardest hit by the COVID-19 pandemic. Continuing economic stagnation or renewed deterioration of the Italian economy, including as a result of the impact of the COVID-19 pandemic, could result in reduced capacity for investments in the gaming sector, reducing in turn demand for our products and services. In addition, in a strong recessionary environment our access to financing could deteriorate and we might be unable to obtain additional financing on favorable terms or at all. Any of the foregoing, individually or in the aggregate, could have a material adverse effect on our business (including Spain), results of operations and financial condition.

Our results of operations are also dependent on the economic and political conditions of other markets in which we operate, including Panama, Colombia, Mexico and other parts of Latin America, some of which have experienced economic declines recently, including in particular, due to the COVID-19 pandemic, and during various periods in the past decade. Furthermore, our business is particularly sensitive to reductions in discretionary consumer spending, which may be affected by negative economic and political conditions. Economic contraction, heightened inflation, economic and political uncertainty and the perception by our customers of weak or weakening economic conditions may cause a decline in demand for entertainment in the forms of the gaming services that we offer. In addition, changes in discretionary consumer spending or consumer preferences could be driven by factors such as an unstable job market or perceived or actual disposable consumer income and wealth. Economic downturns and economic and political volatility in the various markets in which we operate may adversely affect our results of operations and financial condition. See also “—*Public health outbreaks, epidemics or pandemics, such as the coronavirus, could materially adversely impact our business, financial position, results of operations and cash flows.*”

In addition, there are several potential sources of economic uncertainty which could adversely affect the economy in particular. First, the recent attacks in Israel by Hamas on October 7, 2023 and the conflict that followed in the Gaza Strip has created an unstable geopolitical environment in the Middle East. Further, the military invasion of Ukraine by the Russian Federation on February 24, 2022, has resulted in certain sanctions being imposed by the United States, the European Union, the United Kingdom and other jurisdictions (including the freezing of the assets related to the Russian

government and individuals as well as exclusion of certain Russian financial institutions from the SWIFT messaging system), all of which are expected to negatively impact the global economy and financial markets. The Group has no direct exposure to Israel, the Gaza Strip, Ukraine or Russia as none of our assets are located in these markets. However, we cannot predict the impact of the rising conflict between Israel and Hamas, which controls the Gaza Strip, or of Russian actions in Ukraine and any heightened military conflict or geopolitical instability that may follow, including heightened operating risks and production disruptions in the Middle East, Russia and Europe, additional sanctions or counter-sanctions, heightened inflation, market volatility, cyber disruptions or attacks, higher energy costs, higher manufacturing costs, disruptions in raw materials supplies, increased raw material costs and higher supply chain costs. Therefore, the imposition of sanctions on the Russian Federation, higher energy costs and commodity prices, cyber disruptions or attacks, heightened general operating risks and disruption of logistic chains in Europe, may result in economic instability, market volatility and heightened inflation, and could adversely impact our business, results of operations, financial condition and prospects. Further, heightened inflation and increase in commodity prices may have a negative impact on purchasing power and consumer spending, may result in reduced tourism and hence reduce the attendance of tourists in our casinos and gaming halls, all of which could have an adverse effect on our business and cashflows.

Moreover, the rising tensions between Russia on one hand and the United States, United Kingdom and the EU on the other, particularly in relation to Russia's actions in Ukraine and other geopolitical uncertainties (including escalating tensions in certain regions of the world) as well as volatility in commodity prices or a negative market reaction to central bank policies, may affect the growth of the Spanish economy and other countries in which we operate. Any of these factors could have a material adverse effect on our business, results of operations, financial condition and prospects.

Public health outbreaks, epidemics or pandemics, such as the coronavirus, could have a material adverse effect on our business, financial position, results of operations and cash flows.

Public health outbreaks, epidemics or pandemics, such as the coronavirus, could have a material adverse effect on our business, financial position, results of operations and cash flows. In December 2019, a novel strain of coronavirus (COVID-19) was identified in Wuhan (China), rapidly spreading to nearly all regions around the world, including Spain and Italy, which caused the World Health Organization to declare COVID-19 a pandemic on March 11, 2020. In order to prevent the spread of the virus, governments around the world implemented travel restrictions, mandatory quarantines and self-isolations for infected people, business slowdowns or shutdowns, encouraging or requiring people to avoid large gatherings. As a result of COVID-19, the measures taken to prevent a further spread and the guidelines given by the respective governments of the countries where we operate, our business was adversely impacted globally by the temporary closure and restrictions on opening hours and capacity of bars, casinos, arcades, gaming halls, sports betting and manufacturing facilities.

Further, our business is sensitive to reductions in discretionary spending by consumers. The outbreak of COVID-19 caused significant disruption in the global and domestic financial markets, which led to a decline in discretionary spending by consumers, and which in turn had a negative impact in our business, financial condition and results of operations. We cannot predict the degree to, or the time period over, which our operations will be affected by similar contingencies in the future, the effects of which could be material. Furthermore, the disruption of the global and domestic financial markets, could also have a negative impact on our ability to access capital in the future.

In addition, COVID-19 also impacted, and may further impact, our slot machine manufacturing operations, the operations of our third-party suppliers of components and our slot machine distributors through the effects of facility closures, reductions in operating hours, labor shortages, and real time changes in operating procedures to accommodate social distancing guidelines. Additionally, this outbreak may further impact distribution and logistics providers' ability to operate or may increase their operating costs. These and other disruptions may have a material adverse effect on the costs that we incur to produce slot machines and on the revenues that we generate from selling such slot machines to third parties, as well as on the results of our Slots Division which purchases many of its products from our B2B Division. See also “—*Our results of operations could be adversely affected by a disruption of operations at our manufacturing facilities.*”

The strong COVID-19 vaccination momentum in 2021 positively impacted the market by enabling economies to open up faster, aiding the re-opening of our facilities and in the recovery of our operations. However, at this time we cannot reasonably estimate the long-term adverse impact COVID-19 will have on our businesses, operating results, cash flows and/or financial condition, but the adverse impact could be material. Although some economies experienced a strong rebound in 2021 as restrictions eased, there is a material risk of a global recession coupled with high inflation. To counter inflation, central banks started increasing interest rates and they may continue to increase interest rates. Policy tightening in Western Europe and markets across the world is well felt in order to counteract rising inflation. If our costs continue to be impacted by significant inflationary pressures or interest rate increases, we may not be able to fully offset such higher costs through price increases. In addition, an extended period of increased commodity and services prices could adversely affect our business, results of operations and financial condition. See “—*Our business may be negatively impacted by the economic volatility and political conditions in Spain and other markets in which we operate, including the recent conflict*

in Israel and the Gaza Strip, Russia's actions in Ukraine, higher energy costs and commodity prices, disruption of logistic chains, heightened inflation and other geopolitical and macroeconomic factors."

To the extent the COVID-19 pandemic continues to adversely affect our business and financial results, it may also have the effect of heightening many of the other risks described in this "Risk Factors" section, such as those relating to our significant leverage, our need to generate sufficient cash flows to service our indebtedness and our ability to comply with the covenants contained in the agreements that govern our indebtedness.

There are risks associated with our operations outside of Spain.

For the nine months ended September 30, 2023, our operations outside of Spain accounted for 57.7% of our consolidated net operating revenues and 51.4% of our consolidated EBITDA, respectively. We have operations in eight countries outside of Spain, including Italy and Morocco and six countries in Latin America. Over the past ten years, we have expanded our operations into Latin America and Italy and we may continue to expand selectively into new geographic markets. Pursuing this strategy has placed and may continue to place us in new markets and businesses in which the gaming industry and taxation and related regulatory environment are, in many cases, less developed than in Spain. See "Regulation." Taxes on slot machines or other gaming activities may be created or increased or new and more detailed regulations may be enacted. These tax increases or regulatory changes could increase our cost of regulatory or tax compliance and could have a material adverse effect on our operations. For example, effective January 1, 2019, gaming tax rates in Peru have increased from 12% to 17% and, if we are unable to effectively mitigate the impact of such tax increases, it could have a significant impact on our results of operations in Peru. As a further example, the profitability of the Italian VLT sector has declined since 2012, after the Italian government has increased taxation on VLTs in a series of hikes of the gaming turnover tax increasing it from 2% to 8.6% (effective January 1, 2021). See "Regulation." While we regularly work to reassess and renegotiate the terms of our slot machine and VLT service contracts with site operators in order to mitigate the impact of tax and regulatory changes on our operations, there can be no guarantee that we will be successful in fully offsetting the impact of such changes on our financial results.

In addition, in many international markets in which we operate, we invest in or enter into partnership arrangements with local gaming market operators. These investments and arrangements are subject to a number of risks.

A significant portion of our international presence, representing 30.4% of our consolidated net operating revenues and 41.0% of our consolidated EBITDA for the nine months ended September 30, 2023, is in Latin America, including Panama, Colombia, Mexico, Costa Rica, Dominican Republic and Peru. In these markets, we are often exposed to substantial political, economic and currency risks because the governments, economies and currencies of many of these countries are more volatile than the countries of the European Union. Recent developments in global commodities markets (in particular with respect to oil) and slowing Chinese demand for unfinished goods from the region has significantly impacted the local economies in Latin America. In the past, governments in Latin America have frequently intervened in the economies of their respective countries and have occasionally made significant changes in policy and regulations as a result of political changes or economic declines. For example, a new tax reform bill was approved in Colombia in December 2022 as Law 2277 of 2022. The tax reform provides, among other things: (i) that a tax is applicable to Colombian individuals and non-residents in respect of assets (shares, accounts receivable and portfolio investments excluded) held in Colombia, (ii) for an increase in the dividend tax rate for local and foreign shareholders, (iii) for an increase in the long-term capital gains tax rate (increasing from 10% in 2022 to 15% in 2023); (iv) for the elimination and the limitation of specific tax benefits and exemptions, such as the rule that exempted the taxing of capital gains from the sale of publicly listed shares (currently applicable to sales of less than 10% of the total shares in circulation, which would be limited to 3% of the total shares in circulation as from 2023) and (v) the introduction of a minimum tax based on an effective tax rate determined over adjusted accounting profits. Previously, in September 2021, the Colombian Congress approved the Law 2155 of 2021 by means of which a new Colombian tax reform was enacted, which entailed (i) an increase in the corporate income tax rate from 31% to 35%, and (ii) the possibility to treat only 50% of the industry and commerce municipal tax as discount for purposes of the corporate income tax (previously, 100%). Further, as a result of the recent change of government in the Republic of Colombia, further tax reforms may be approved and implemented in the future, which may have an impact on our business, results of operations, financial condition and prospects. In addition, on November 16, 2023, the Mexican government amended the regulatory framework applicable to the gaming industry by prohibiting betting activities through slot machines, playing cards, dices and roulettes. Pursuant to the amendments to the Mexican gaming regulations, gaming operators with gaming permits currently in force may continue operating during the term of their respective permits or 15 years (if the term of the permit exceeds 15 years), but will not be eligible to renew their gaming permits beyond such period. On average, our permits in Mexico expire in or exceed the term of 15 years. See "Business—Litigation—Challenge over gaming regulation amendments in Mexico." In addition, our geographic operations in Mexico and Latin America expose us to risks linked to local weather conditions, such as hurricanes or tropical storms. These weather events could cause damage to our property and technology and could cause disruption to our operations. For example, Hurricane Otis, which affected Mexico in October 2023, led to the temporary closure of our two casinos in Acapulco.

In addition, the costs and revenues of our operations outside the European Union are denominated in currencies other than the euro. Because our financial statements are denominated in euro, exchange rate movements between the euro and the other relevant currencies have in the past adversely impacted, and may continue to adversely impact, our results of operations. For example, a decline in the U.S. dollar, which is a *de facto* functional currency for certain of our Latin American operations and which depreciated against the euro in 2020 and 2021, but which strengthened against the euro in 2019 and 2022, could adversely impact our results of operations. Our results of operations and financial position have also been adversely affected by the depreciation of the Mexican and Colombian peso against the euro at different times in recent years, as well as in earlier historical periods. We expect that our results of operations and financial condition will continue to be impacted by the effect of currency fluctuations in the future, particularly as we generally do not engage in, or have immediate plans to enter into, any currency hedging transactions. Moreover, these currency fluctuations may make period-to-period comparisons of our results from operations difficult to evaluate.

We do not control certain of our joint venture businesses.

We operate a number of our businesses through strategic partnerships, joint ventures and alliances. We have a 50% interest in *Majestic Casino* in Panama. We are also operating a significant portion of our VLT business in Italy through a 50:50 joint venture arrangement. Although we do not hold a majority interest in the *Majestic Casino* in Panama or the VLT joint venture in Italy, due to the requirements of IFRS 11, we fully consolidate the results of operations, cash flows and balance sheets (including cash and indebtedness) of these businesses in our consolidated financial statements. The performance of all such operations in which we do not have a controlling interest will depend on the financial and strategic support of the other shareholders. Such other shareholders may make ill-informed or inadequate management decisions, or may fail to supply or be unwilling to supply the required operational, strategic and financial resources, which could materially adversely affect these operations. If any of our strategic partners were to encounter financial difficulties, change their business strategies or no longer be willing to participate in these strategic partnerships, joint ventures and alliances, our business, financial condition and results of operations could be materially adversely affected. Moreover, in a number of these businesses, we do not have the power to control the payment of dividends or other distributions, so even if the business is performing well, we may not be able to receive payment of our share of any profits. Finally, there could be circumstances in which we may wish or be required to acquire the ownership interests of our partners, and there can be no assurance that we will have access to the funds necessary to do so, on commercially reasonable terms or at all. For example, under the Spanish Capital Companies Act (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*) (the “*Spanish Capital Companies Act*”) and pursuant to the provisions applicable to unlisted companies, unless otherwise agreed in the bylaws, from the fifth financial year following registration of a Spanish company in the Commercial Registry, a shareholder who has stated in the act of the general meeting of shareholders its objection regarding the insufficient amount of dividends to be distributed will be entitled to withdraw ownership if the general meeting of shareholders does not resolve to distribute at least 25% of legally distributable profits obtained during the prior financial year, provided that profits have been obtained in the previous three financial years and that the total dividends distributed in the previous five financial years does not equal at least 25% of the legally distributable profits of such period. This right to withdraw is also recognized to the shareholders of the parent company of a group legally required to prepare consolidated annual accounts, if the general meeting of shareholders of such parent company does not resolve to distribute at least 25% of the consolidated profits attributable to the parent company obtained during the previous financial year, provided that they can be legally distributed and that profits attributable to the parent company have been obtained during the previous three financial years. Under such circumstances, we might seek or be required to acquire the ownership interests of our partners.

We may experience significant losses with respect to individual events or betting outcomes and the failure to determine accurately the odds at which we will accept bets in relation to any particular event or any failure of our risk management processes may adversely affect our results.

In our Casinos Division, some of our products involve betting where winnings are paid on the basis of the stake placed and the odds quoted, rather than derived from a pool of stake money received from all customers. Such products give rise to either a liability to make a certain payment to a customer, or the retention by us of the stake placed by such customer. However, as a result of significant winnings or losses event by event and day by day, the earnings in our business can be volatile and we cannot guarantee positive returns. In exceptional circumstances, the payout ratio could even exceed 100%. As a result, in the short term, there is less certainty of generating a positive result, and we may experience, and have from time to time experienced, significant losses with respect to individual events or betting outcomes. Any significant losses due to a high payout could have a material adverse effect on our cash flow and therefore an adverse effect on our business, results of operations, and financial condition.

In *Sportium* and *E-Play24*, our odds as bookmaker are determined so as to provide an average return to us over a large number of events and therefore, over the long term, to maintain payout percentage fairly constant. Notwithstanding this, there is an inherently high level of variation in payout percentage event by event and day by day. Although *Sportium* and *E-Play24* have systems and controls in place that seek to reduce the risk of daily losses occurring due to high payout, there can be no assurance that these will be effective in reducing our exposure to this risk. There also can be no assurance

that errors of judgment or other mistakes will not be made in relation to the compilation of odds or that the systems that *Sportium*, E-Play24 and GanaBet have in place to limit risk will be consistently successful.

The technological solutions we have in place to block access to our online services by players in certain jurisdictions may prove inadequate, which may harm our business and expose us to liability.

Historically, the regulation of the gaming industry has been enacted and enforced at national and state levels and, currently, there is no international gaming regulatory regime. Although we seek to comply with and monitor the relevant laws and regulations, we are exposed to the risk that jurisdictions from which our advertisements may be accessed through the internet may have conflicting laws and regulations (or interpretations of such laws and regulations) with regard to the legality or appropriate regulatory compliance of our activities. Accordingly, we may be subject to the application of existing or potential laws and regulations, and fees or levies in jurisdictions in which our advertisements can be accessed through the internet. Any such laws, regulations, fees or levies may have an adverse effect on our business, financial condition and results of operations. Our exposure to this risk will increase with the expected growth of our online operations.

Although the regulatory regime for offline gaming operations is well established in many countries, the gaming laws in such countries may not necessarily have been amended to take account of the internet and the ability to offer gaming and services online. As a result, there is uncertainty as to the legality of online gaming in a number of countries. In the United States, the offer of gaming products and services online is illegal in most states. Through *Sportium* and E-Play24, we have systems and controls in place seeking to ensure that we offer gaming products through the internet to residents in the countries in which we operate only and that we exclude access to our system from certain jurisdictions (such as the United States). The systems and controls include monitoring and analyzing information provided by potential customers' registered addresses methods and of customers' payment, specific registration procedures (for example, access to our online betting system is permitted only to customers who have completed a registration process and can provide a valid residence address and a fiscal code of the relevant country), as well as a geo-locator filtering technology that identifies the location of users logging onto our website. In addition, we do not currently accept bets or wagers from customers that we determine are located in the United States.

Despite the adoption of these measures, our procedures may not be effective. A court or other governmental authority in any jurisdiction could take the position that our systems and controls are inadequate, either currently or as the result of technological developments affecting the internet, or that our current or past business practices in relation to such jurisdiction violated applicable law. If any such actions were brought against us, whether successful or not, we may incur considerable legal and other costs, management's time and resources may be diverted, and any resulting dispute may damage our reputation and brand image and have an adverse effect on our business, financial condition and results of operations.

The gaming industry is subject to extensive regulation (including applicable anti-corruption and economic sanctions laws) and licensing requirements and our business may be adversely affected by our inability to comply with these extensive regulation and licensing requirements, regulatory changes and increases in the taxation of gaming, which could result in litigation.

Our operations, including our online businesses, are subject to significant regulation and oversight and require licenses from gaming authorities and other governmental or regulatory bodies. These regulations, among other things, govern payouts and wagers for slot machines, the types of gaming tables and slot machines permitted at casinos and gaming halls and permissible forms of bingo. In addition to limiting the scope of our permitted activities, these regulations may limit the number of slot machines, casinos or gaming halls we may operate and some of them may restrict the future number of gaming facilities that may be operated in the same city or location. For example, the Spanish region of Castilla La Mancha has passed a regional regulation that was brought into force from January 30, 2022 to limit the concentration of new gaming facilities within the same area (provided the certain requirements are fulfilled). In addition, Panama's Decree Law No. 2 of 1998 limits the number of Type A slot machine licenses that an entity is permitted to hold and operate within a specific geographical area or "designated area" (as such term is defined in Panama's Decree Law No. 2 of 1998). See "*Regulation—Panama*." As of September 30, 2023, we owned a total of 36 Type A licenses in Panama (although only 32 of these licenses are being operated), of which 21 Type A licenses are operated within the designated area. In April 2022, our operation of Type A licenses in the designated area was challenged by a competitor, Hípica de Panamá, S.A., before the Supreme Court of Panama, claiming that we operate licenses in excess of the maximum number of licenses permitted to operate within such designated area. Although Panama's gaming regulator (*Junta de Control de Juegos*) confirmed that it did not support such allegation and some of these claims were dismissed, in August 2023 the Supreme Court found in our competitor's favor and declared that the operation of certain Type A licenses did not comply with applicable regulations. Following the Supreme Court's ruling, the gaming regulator enacted resolutions to allow up to a maximum of 23 Type A licenses to operate in the designated area. However, Hípica de Panamá, S.A. has filed a contempt of court action against the gaming regulator claiming that said authority has disregarded the Supreme Court's decision and the case is currently pending. In addition, on April 8, 2023, Mr. Herbert Young filed a claim, based on the same arguments as the claim filed by Hípica de Panamá, S.A., before the Supreme Court of Panama, claiming that we operate licenses in excess of the

maximum number of licenses that an operator is permitted to operate within the relevant designated area. The consequences of this claim will be the same as the claim filed by Hípica de Panamá, S.A. This second case is also currently still pending. Gaming authorities, governments or other regulatory bodies may deny, revoke or suspend our licenses and impose fines or seize our assets if we are found to be in violation of any of these regulations. For example, we were involved in protracted litigation since 2007 with respect to the conduct of our Italian slot network operations with the Italian Corte dei Conti (“CdC”) and the *Amministrazione Autonoma Monopoli di Stato* (the Italian gaming regulator, now replaced by *Agenzia delle Dogane e dei Monopoli*) (the “ADM”).

In 2013, we resolved the CdC litigation by paying €37.5 million (final settlement payment of €36.0 million plus €1.5 million of interest) and the presiding court in the ADM litigation ruled in our favor rejecting the ADM claims (which ruling was appealed but upheld). In 2015, the ADM assessed additional fees of €19.8 million (which were to be collected by Cirsa and on behalf of Cirsa and certain of our operating partners) (the “ADM Determination”). We have paid a total of €18.2 million of this amount. There is an additional €1.6 million of the ADM Determination left to be paid, which is owed by certain of our partner operators. On June 24, 2019, the Regional Administrative Court of Lazio issued judgment No. 8204/2019, stating, among other things, that the payment obligation set forth by the ADM Determination shall be borne not only by the concessionaires, but shall be split among all operators in the gaming sector (including site operators and partners) proportionally to the payment of the ADM assessed obligations on the basis of the relevant contractual agreements. As this judgment did not explicitly state whether the concessionaires and the other operators are liable for the payment separately or on a joint and several basis, Cirsa Italia filed an appeal against such decision in the Consiglio di Stato Court in February 2020 based on a decision of the Italian Constitutional Court that each party (concessionaires, site operators and partners) is entitled directly by law to pay only its share of the tax amount due to the ADM and that there should be no joint and several liability. See “Regulation.” On September 28, 2020, the Consiglio di Stato Court lodged a request for a preliminary ruling before the Court of Justice of the European Union, which took place on January 27, 2022. The judgment, published on September 22, 2022, ruled that the reduction of compensation to gaming concessionaires cannot be justified only by the need to improve public finances and the Court ruled that the Consiglio di Stato shall examine whether the legislation at issue complies with the principle of the protection of legitimate expectations. On December 1, 2022, a hearing was held before the Consiglio di Stato Court and the Consiglio di Stato Court issued an order on February 1, 2023 requesting parties to provide clarification on the 2015 budget in order to assess the impact of the levy on each individual concessionaire. In November 2023 Cirsa Italia filed a response setting out the impact of the levy on its 2015 budget. The Consiglio di Stato Court’s final ruling is currently pending and is expected to be issued during the course of 2024.

While we take certain actions in order to attempt to mitigate the impact of additional fees when they arise, there can be no assurance that we will be successful in doing so. In addition, a number of local authorities in Italy have issued orders and enacted regulations that purport to place further restrictions on where slot machines and VLTs can be located. The 2016 Italian Stability Law directed the Italian Treasury to issue new regulations aimed at—*inter alia*—reducing by 30% the number of slot machines that were in operation on July 31, 2015 in the context of a broader process of technical improvement and modernization of the existing slot machines (in such context, new technical requirements were introduced also by Decree 94934/RU published by the ADM on July 31, 2019). We may incur additional expenses in order to comply with these new requirements which may impact the financial results of our Italian operations. See “Regulation.”

We also from time to time experience delays in the renewal of our gaming licenses, which can result in us operating our businesses without valid licenses and could subject us to fines and penalties, including the temporary or final closure of our facilities. Upon the expiration of a license, a regulator could decide that in the future a given license will be available to multiple licensees, even if the previous license was exclusively granted to only one licensee. Renewing a license can be costly and time consuming, and our current license may not be renewed upon its expiration on favorable terms or at all. For example, the 2018 Italian Stability Law called for Italy’s 210 existing bingo concessions to be reviewed by the ADM throughout the year and to be awarded by means of a public tender process, which renewal process could adversely impact our Italian gaming hall joint venture. Similarly, the license renewal process for approximately eight of our gaming halls in Mexico was significantly delayed during the COVID-19 pandemic. In addition, some regions of Spain have imposed restrictions or limitations on the renewal of the gaming licenses. For example, several regulations have imposed restrictions on the minimum distances that gaming halls locations should maintain, *inter alia*, from educational establishments in the respective cities, or from other gaming halls, gaming halls or gaming arcades, which may condition or limit the renewal of the corresponding licenses (for example, (i) in the Region of Valencia, the recently passed new Law 1/2020, of June 11, 2020 of the Generalitat on the regulation of gambling and the prevention of pathological gambling, prohibits the renewal of licenses for premises where gambling activities are carried out within 850 meters of an educational institution or 500 meters of another gaming premises; (ii) in the Principality of Asturias, the recently passed new Decree 5/2021, of February 12, 2021, provides restrictions and criteria governing the granting of authorizations for gaming and betting which restrict and, in some cases, prohibit the renewal of licenses for premises where gambling activities are carried out within 100 meters of an educational institution; and (iii) in the region of Andalusia, the recently passed new regional Decree 161/2021 of May 11, 2021 which prevents the granting of new gaming licenses for premises where gambling activities are carried out within 150 meters of an educational institution or 100 meters of another gaming premises). More generally, any failure to renew or obtain any material licenses could have a material adverse effect on our business or results of operations and

financial condition. Furthermore, our licenses are subject to revocation upon the occurrence of certain events, which are different for each license. Under certain circumstances, a license could be revoked if determined to be against the public interest or, for example in Panama, upon a change of control. For example, our license may be revoked if we fail to pay the applicable fees to the regulatory authority or, in certain cases, if we fail to communicate to the regulatory authority certain changes in our corporate structure. Under several of our licenses the transfer of the ownership of the license agreement is prohibited or restricted. In addition, under our licenses we are not entitled to compensation for our initial investment or loss of anticipated profits in case of early termination as a result of a breach of terms.

Furthermore, we also face risks in relation to properties that we lease in order to operate our casinos and licenses required in relation to these leases. For example, in Colombia we operate casinos under lease agreements, and under certain lease agreements for property in Medellin we have been subject to demands by landlords to vacate premises. In one case with respect to lease agreements governing the lease of one casino in Medellin, we have received a court ruling in our favor, which the landlord appealed and the appeal was also decided in our favor. In another case, the final court ruling was in favor of the landlord, which required us to return the property, but in May 2022, we signed an agreement with the landlord to continue using the property for business purposes for an additional 12 months and subsequently agreed to an extension of the agreement until July 2023. Notwithstanding this extension, as a result of local regulations which prohibit the opening of new casinos in Medellin, we vacated one of our Medellin casino premises in July 2023 and we do not currently plan to open any new casinos in Medellin. Potential premises closures or relocations could have an adverse effect on our business or results of operations and financial condition.

Moreover, we also will face substantial risks in the future in order to implement new measures that are foreseen in the current applicable law and that will be developed further in the future. For example, the several regions in which our Spanish operations are carried out are either currently developing or will develop future regulations that are expected to require the installation and/or modification of access control systems at gaming locations (such as gaming halls). In addition, pursuant to the Royal Decree 958/2020 of November 3, 2020, which regulates the commercial communications for gambling activities in the online gaming sector and which applies at the national level, several regions in Spain are currently developing or will be developing future regulations in relation to the prohibition or limitation of physical publicity displayed in the locations where the gaming activities are carried out, the sponsorship of discounts for new players, the adaptation Type B and Type C slot machines to activity registry systems or the prohibition of financial assistance, money lending and installing ATMs located within the premises where the gaming activities are carried out; all of them aimed to prevent players' disruptive behavior related to gaming. In addition, Spain's Royal Decree 176/2023 (that was enacted on March 14, 2023) has imposed more stringent obligations on operators in respect of "responsible gambling" by tasking operators with applying different responsible gaming measures in respect of their customers, depending on such customers' gambling habits. Operators like us are required to take measures to cultivate a safer gaming environment, particularly for "participants with intensive gambling behaviors," "vulnerable participants or risk groups" and "young participants." Failure to implement any such new measures may have an adverse impact on the financial results of our Spanish operations as these measures will entail expenses and revenue reductions that cannot be estimated with certainty as of the date of this Offering Memorandum. See "*Regulation.*"

We have implemented policies and procedures designed to prevent and detect violations of applicable anti-corruption and sanctions laws. It is possible that allegations of corrupt conduct may arise in the future, irrespective of these policies, given that we frequently conduct business with governmental or quasi-governmental entities and work in countries and regions that have a reputation for heightened corruption risk.

Any investigation, enforcement action and/or judgment under the FCPA, Bribery Act or other anti-corruption laws or economic sanctions laws and regulations may carry high financial and reputational costs and could result in severe criminal or civil sanctions and penalties, including fines, loss of authorizations needed to conduct aspects of our international business. A violation of the laws and regulations set out above could have a material adverse effect on our cash flows, financial condition and results of operations.

In addition, changes in existing regulations, including regulations not relating to the gaming industry, such as anti-money laundering and labor laws, could impair our profitability and restrict our ability to expand our business. If we fail to comply with new anti-money laundering laws in certain jurisdictions, then we could be subject to financial penalties or prohibited from operating in such jurisdictions, which could have a material adverse effect on our business, financial condition and results of operations. Applicable law and any other rules or customary practice relating to or affecting tax, or the interpretation of these in relation to the investors, the Group (including the Issuer) and its investments may also change during the life of the Group (including the Issuer), possibly with retroactive effect. In particular, both the level and the basis of taxation may change. Additionally, the interpretation and application of tax law, rules and customary practice by any taxation authority or court may differ from that anticipated by us and our advisors. This could significantly affect returns to the Group (including the Issuer) and the investors. Future increases in national or regional taxation of slot machines, casinos and gaming halls could also affect our profitability. See "*Regulation.*"

Failure to maintain our online gaming licenses or comply with online gaming rules and regulations could adversely

affect our business.

We entered the online gaming business in Spain during 2012, in Mexico in 2015 (although this operation was terminated at the end of 2016) and in 2022 (with the acquisition of GanaBet), in Colombia during 2018 and in Italy in 2022 (with the acquisition of E-Play24), in each case after obtaining the necessary permissions and licenses. Failure to maintain these licenses could negatively impact our financial condition and results of operations. We are working together with third-party advisors and service providers to establish the necessary systems, controls and procedures to ensure that we are, or will be in compliance with applicable rules, laws and regulations in our Spanish operations and have technical systems and controls in place which seek to ensure that we do not offer our gaming products and services into certain restricted jurisdictions. However, the systems, controls and procedures adopted by us may not be sufficient to comply with all applicable online gaming rules, laws and regulations or we may not be able to successfully block users resident in countries which restrict or prohibit online gaming or in which we are not licensed to conduct online gaming operations, such as the United States, from accessing our online gaming sites. Failure to comply with such rules, laws and regulations or block such users could place us in breach of licenses or key contracts or result in civil, criminal or administrative proceedings, injunctions, fines and penalties and substantial litigation expenses that could strain our management resources and may adversely affect our results of operations and financial condition.

Our failure to keep up with technological developments in the online gaming market could negatively impact our business, results of operations and financial condition.

The market for online gaming products and services is characterized by rapid technological developments, frequent new product and service offerings and evolving industry standards. The emerging character of these products and services and their evolution requires us to use technologies effectively, enhance our current products and services and continue to improve the performance, features and reliability of our technology and information systems. In addition, the widespread adoption of new internet technologies or standards could require substantial expenditure to replace, upgrade, modify or adapt our technology and systems, which could negatively impact our business, results of operations and financial condition.

There can be no assurance that the technology we are currently using through *Sportium*, E-Play24 and GanaBet will be successful, or that it will not be rendered obsolete by new technologies and more advanced systems introduced in the industry. In addition, new technology we use may contain design flaws or other defects and require modifications and/or result in a loss of confidence in our products and services by our customers. Moreover, we depend on third-party technology providers for the development and maintenance of our systems, and any failure to maintain relationships with such providers would negatively impact our business, financial condition and results of operations.

Our failure to comply with regulations regarding the use of personal customer data could subject us to lawsuits, administrative fines or result in the loss of goodwill of our customers.

We process sensitive personal customer data (including name, address, age, bank details and betting and gaming history), particularly as part of *Sportium*, and therefore must comply with strict data protection and privacy laws in all jurisdictions in which we operate. Such laws restrict our ability to collect and use personal information relating to players and potential players including the marketing use of that information. We also rely on third party contractors to maintain our databases and we seek to ensure that procedures are in place to ensure compliance with the relevant data protection regulations. Notwithstanding such efforts, we are exposed to the risk that data could be wrongfully appropriated, lost or disclosed, or processed in breach of data protection regulation, by us or on our behalf. If we or any of the third party business service providers on which we rely fail to transmit customer information online in a secure manner, or if any such loss of personal customer data were otherwise to occur, we could face liability under data protection laws. Breach of data protection regulations could also result in the loss of the goodwill of our existing customers and deter new customers from using our services which would have a material adverse effect on our business, financial condition and results of operations.

Our companies that are subject to European data protection laws are subject to the regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“*General Data Protection Regulation*” and “*GDPR*”). We are also subject to any national laws implementing the General Data Protection Regulation and to any national data protection and privacy laws applicable in non-EU member states, including the United Kingdom. The General Data Protection Regulation contains, among other things, high accountability standards that we must comply with such as, among others, strict requirements for providing information notices to individuals, on international data transfers and outsourcing, compulsory data protection impact assessments of certain processing operations, maintaining an internal data processing register, restrictions on the collection and use of sensitive personal data and mandatory notification of data security breaches. The General Data Protection Regulation imposes administrative fines for data protection compliance violations of up to a maximum of €20 million or 4% of the company’s global annual turnover.

Our systems may be vulnerable to hacker intrusion, distributed denial of service attack, malicious viruses and other

cybercrime attacks.

As with all gaming companies, we may be vulnerable to cybercrime attacks which could adversely affect our business. Examples include distributed denial of service attacks (attacks designed to cause a network to be unavailable to its intended users) and other forms of cybercrime, such as attempts by computer hackers to gain access to our systems and databases for the purposes of manipulating results, which may cause systems failure, business disruption and have a materially adverse effect on our financial condition. While we will employ prevention measures, such attacks are by their nature technologically sophisticated and may be difficult or impossible to detect and defend. If our prevention measures should fail or be circumvented, our reputation may be harmed, which in turn could have a material adverse effect on our financial condition.

We may be materially and adversely affected by breaches of security and systems intrusion conducted for the purpose of stealing personal information of our customers. Any such activity would harm our reputation and deter current or potential customers from using our services, which could have a material adverse effect on our financial condition.

We may not be able to manage growth in our business.

We intend to continue to make selective investments and acquisitions in the gaming industry in Spain, Latin America and adjacent markets as a part of our business plan and may expand our existing businesses on a selective basis into new gaming products and new geographic markets. We expanded our business into online gaming in Spain and Italy (our Italian online gaming operations have since been terminated) during 2012. Growth can place significant strain on our management resources and financial and accounting control systems as it requires that management identify and execute upon appropriate investments and subsequently integrate, train and manage increased numbers of employees. Unprofitable investments or expansions or an inability to integrate or manage new investments or expansions could adversely affect our operating results. In 2015, we completed the purchase of a majority stake in one casino in Morocco for €22.0 million; in 2017, we acquired additional casinos in Peru for \$26 million; in 2018, we acquired a 100% interest in a casino in the Dominican Republic for \$14 million and we acquired a gaming hall in Guadalajara (Mexico) for €16 million; in 2019, we acquired Giga Game System Operation, S.L.U. and certain of its subsidiaries, the remaining 50% interests in *Sportium* and seven additional gaming halls in Mexico; in 2021, we acquired a 100% interest in Bet on Red Digital, S.A. (which had a gross gaming revenue (“GGR”) of €8.7 million during the year 2020), the remaining 50% interests in Bingos Andaluces, S.A., Bingos Benidorm, S.A., La Cafetería del Bingo, S.L. and Sala Valencia, S.A. and one gaming hall in Madrid; in 2022, we acquired a 60% interest in the Maltese company E-Play24 operating in the Italian online gaming market and we completed the acquisition of GanaBet, an online gaming operator in Mexico; in April 2023 we completed the acquisition of Modena Giochi, an AWP operator in Italy; and in April 2023 we completed the acquisition of Micri Communication S.r.l., an operator of online betting platforms in Italy through the brands *Sportitalia Bet* and *Sportitalia Fun*, in September 2023, we completed the acquisition, through E-Play24, of Egaming Solutions S.r.l., an Italian company operating in the IT services sector relating to the management of online platforms, and in November 2023, we also completed, through Cirsia Retail S.r.l. (a subsidiary of Cirsia Italia Holding S.p.A.) the acquisition of New Retail S.r.l., which operates two gaming halls in northern Italy. We may be unable to recoup our investment or achieve positive EBITDA within the expected timeframe or at all. We may experience cost overruns, delays and operational difficulties with respect to these and other future projects, which could have an adverse effect on our business and results of operation. Likewise, any future acquisitions, investments or expansion also will involve risks regarding the potential inability to raise the required capital, difficulties in obtaining regulatory approvals and the lack of the necessary experience to enter new markets. We may not successfully overcome problems encountered in connection with potential acquisitions, completed acquisitions or other expansion or investments, and such problems could have a material adverse effect on our operating results.

We are dependent upon our ability to provide secure gaming products and maintain the integrity of our employees in order to attract customers, and any event damaging our reputation could adversely affect our business.

The real and perceived integrity and security of a gaming operation is critical to attracting gaming customers. We strive to set exacting standards of personal integrity for our employees and security for the gaming systems and devices that we provide to our customers, and our reputation in this regard is an important factor in our business dealings with customers and governmental authorities. For this reason, an allegation or a finding of improper conduct on our part, or on the part of one or more of our employees, or an actual or alleged system security defect or failure, could materially adversely affect our business and financial condition.

We are in a competitive business environment and, as a result, our market share and business position may be adversely affected by factors beyond our control.

Each of our divisions faces intense competition from other industry participants.

Casinos Division. Although casino owners have had limited direct competition from other casinos due to the relatively limited number of licensed casinos in Spain and Latin American markets and adjacent geographic areas, we may

face competition from other forms of gaming, such as gaming halls, lotteries and online gaming. In Spain and other markets, the number of casino licenses issued may increase and, as a result, there may be an increase in direct competition between casinos. The principal competitive factors in the industry include the quality and location of the facility, the nature and quality of the amenities offered and the implementation of successful marketing programs. We cannot assure you that new licenses will not be issued to competitors, thus increasing our competition in that area.

Slots Spain Division. Due to the fragmentation of the slot machine segment in Spain, we compete with a large number of regional and, generally, much smaller slot machine operators. There are, however, several significant competitors, including Egasa, Codere and Orenes. As the market for slot machines is consolidating, we may compete with these companies to acquire new or existing slot machine sites. This competition is based on providing site operators with the best service and most attractive revenue sharing arrangements, and could adversely impact our strategy for optimizing our slot machine operations in Spain and reduce our future profit margins.

Our B2B operations fall under the Slots Spain Division. In the manufacturing of slot machines for Spain, there is a high level of competition between a small number of manufacturers. We believe that the Spanish slot machine market is a separate market from the international slot machine market due to consumer preferences and Spanish regulations which impose, among other matters, specific design requirements on slot machines that are not placed in casinos. In slot machine manufacturing, our main competitors in Spain are Recreativos Franco and Novomatic.

Manufacturers of slot machines can be expected to continue to improve the design and performance of their slot machines and to introduce new popular games with greater revenue producing potential and more competitive prices. From time to time, one or more of our new games may prove unsuccessful, which may erode our market share and decrease our profitability. Although we have been successful in introducing popular new games in the past, we cannot assure you that we will continue to produce popular new games in the future.

Slots Italy Division. In Italy, we compete with a number of other slot and VLT operators, some of which have Italian businesses that are substantially larger than our Italian operations.

Further, our bingo operations fall under our Casinos Division and although the domestic market in Spain is characterized by a few large companies, we compete with a large number of regional gaming hall operators. Our principal competitors, each of which is substantially smaller than us, are Grupo Bingo Reunidos, Grupo Ballesteros, Grupo Rank and Grupo Orenes Franco. In addition, we estimate that independent owners operate several hundred gaming halls throughout the country. In Mexico, we compete with other licensed and unlicensed gaming hall operators. Operators of gaming halls also face competition from other forms of gaming.

On-line Gaming & Betting Division. The retail sports betting market in Spain comprises a few players that operate at multi-regional levels. *Sportium* is the largest operator followed by Codere. Other relevant competitors are Orenes, Luckia, Reta and Kirol. The last two competitors combine the B2C business with B2B operations, providing their proprietary platform and related services to smaller local operators.

The online betting and gaming market comprises several market players with more than 75 licensees, including well-known international players. The leading player in the market is Bet365, followed by Flutter Entertainment (PokerStars / Betfair), followed by other companies such as 888, William Hill (which has been acquired by Caesars Entertainment and subsequently sold its international assets to 888), *Sportium*, Bwin and Entain.

Technological Change. Constant innovation is particularly important in the manufacture of slot machines, because they have a short commercial life. For instance, we believe that the average commercial life of an installed slot machine (before a replacement or refurbishment is made) is approximately four to five years in Spain. In addition, because of a possible novelty effect whereby customers are initially more attracted to new slot machines, initial results from these machines may be higher than expected, but may not be sustained throughout the life of the machine. Moreover, existing technology (such as online gaming), as well as proposed or as yet undeveloped technologies may become more popular in the future and render our products less profitable or even obsolete. We cannot assure you that the technology we currently possess and the technology we may develop in the future will allow us to continue to innovate and compete effectively.

Other Factors. We believe that operators in each of the principal Spanish gaming markets (slot machine operators, casinos and gaming halls) are consolidating into larger diversified gaming companies and that this could lead to increased competition at the national and international levels. Some competitors, particularly potential foreign competitors, have greater financial and other resources than we do, especially with respect to a particular region or gaming activity, and we may not be able to compete successfully with them.

We compete to a limited extent with lotteries (the public gaming market), which comprise national (*Lotería Nacional*), regional (*Entitat Autònoma de Jocs i Apostes* which operates only in Catalonia) and charitable lotteries (ONCE).

Changes in consumer preferences could also harm our business.

Our business is dependent on the appeal of our gaming offering to our customers. Our gaming offerings compete with various other forms of gaming venues and opportunities. For example, the rapid expansion of online gaming may render the products of our divisions obsolete or oblige us to incur significant capital expenditures to meet customer demand. Changes in consumer preferences and any inability on our part to anticipate and react to such changes could result in reduced demand for our offerings and erosion of our competitive and financial position. Gaming competes with other leisure activities as a form of consumer entertainment, and may lose popularity as new leisure activities arise or as other leisure activities become more popular. The popularity and acceptance of gaming is also influenced by the prevailing social mores, and changes in social mores could result in reduced acceptance of gaming as a leisure activity. To the extent that the popularity of gaming in traditional gaming establishments declines as a result of either of these factors, the demand for our gaming offerings may decline and our business may be adversely affected.

Our success is dependent on maintaining and enhancing our brand.

Our success is dependent in part on the strength of our brand. We believe that we have a long-established, trusted, and widely recognized brand and reputation in the markets in which we operate and that our brand represents a competitive advantage in the development of our activities. We also believe that, as the gaming industry becomes increasingly competitive, our success will be dependent on maintaining and enhancing our brand strength.

There is no assurance that any of our other marketing initiatives will be successful. If we are unable to maintain and enhance the strength of our brand, then our ability to retain and expand our customer base may be impaired, and our business, results of operations, and financial condition may be adversely affected. Additionally, to the extent we get associated with, in the press or otherwise, criminal or civil allegations or charges made against persons we have conducted business with in the past, our reputation in that jurisdiction and globally may be adversely affected, despite the fact that we do not bear responsibility or liability for the alleged behavior or actions. If we fail to maintain and enhance our brand successfully, our business, results of operations, and financial condition may be adversely affected.

Furthermore, harm to our brand could also arise from real or perceived failure to comply with legal and regulatory requirements, difficulties in meeting contractual obligations or standards of quality and service, ethical issues and failure to meet the relevant environmental, social and corporate governance (“ESG”) standards applicable to the gaming sector. Any failure to comply with ESG principles and negative publicity relating to incidents of this nature could also affect the availability of and terms under which we obtain financing, thereby affecting our business, results of operations and financial condition.

We may fail to detect money laundering or fraudulent activities of our customers or third parties.

We are exposed to the risk of money laundering and fraudulent activities by our customers and third parties, including collusion between online customers and the use of sophisticated computer programs that play poker and other skill games automatically in our online gaming platform. In connection with our online betting activities, we have implemented internal control systems that monitor unusual transaction volumes or unusual transaction patterns and screen the personal details of the customer, in order to minimize opportunities for money laundering and fraud, but may not always be successful in protecting ourselves and our customers from such activities. In addition, we could be targeted by third parties, including criminal organizations, for fraudulent activities, such as attempts to compromise our system that processes and collects payment information or attempts to use our betting services to engage in money laundering.

Our distribution network partners are required to abide by applicable laws, including by identifying customers placing bets. Though we have controls in place, we may fail to detect non-compliance with applicable laws or with our policies by our distribution network partners. To the extent we are not successful in protecting ourselves or our customers from money laundering and fraud activities, we could be subject to criminal sanctions and administrative fines and could directly suffer loss or lose the confidence of our customer base, which could have a material adverse effect on our business, results of operations, and financial condition. Failure by us to comply with such provisions could result in the imposition of criminal sanctions on our directors and/or administrative and civil fines on us, penalties, revocation of concessions and licenses and operational bans, and therefore have a material adverse effect on our financial condition and results of operations.

Furthermore, illegal gaming may drain significant portions of gaming volumes away from the regulated industry and adversely affect our business. A significant threat for the entire gaming industry arises from illegal activities such as illegal slot machines and, more generally, all forms of gaming that circumvent public regulation, including offshore gaming. Such illegal activities drain gaming volumes away from the regulated industry. The loss of such volumes could have an adverse effect on our business, results of operations and financial condition.

Our results of operations could be adversely affected by a disruption of operations at our manufacturing facilities.

We conduct all of our slot machine manufacturing operations at facilities in Sant Cugat del Vallès, Spain. Operations at these facilities are subject to a variety of risks, including:

- equipment failure;
- failure to comply with applicable regulations, including environmental regulations, and to maintain necessary permits and approvals;
- labor force shortages or work stoppages; and
- natural disasters. See also “—Public health outbreaks, epidemics or pandemics, such as the coronavirus, could materially adversely impact our business, financial position, results of operations and cash flows.”

Besides the revenues that we generate from selling the slot machines that we produce for third parties, our Slots Division purchases many of its products from our B2B operations. A disruption of operations at our manufacturing facilities could consequently adversely impact the results of operations of the Slots Division. Any significant disruptions in operations resulting from such events or other events may adversely affect our results of operations.

We are exposed to the risk of strikes, work stoppages and other industrial actions. Our employees are not under any obligation to report their membership with a trade union. Based on a rough estimate, as of December 31, 2022, we believe that approximately 15% of our employees are members of labor unions. Nevertheless, in the future we may experience lengthy consultations with labor unions or strikes, work stoppages or other industrial actions. We are subject to different national and regional industry-wide collective bargaining agreements in each of the respective sectors in which we operate, except for our casinos in Marbella, Valencia, Las Palmas and Bilbao (Bincano), whose employees are party to collective bargaining agreements directly with us. In addition, we are a party to a collective bargaining agreement with the employees of Universal de Desarrollos Electronicos, S.A., a slot machine manufacturing subsidiary, concerning hours of employment. Although we believe that we have good relations with our employees, strikes called by employees or unions could disrupt our operations. Strikes and other industrial actions, as well as the negotiation of new collective bargaining agreements or salary increases in the future, could disrupt our operations and make it more costly to operate our facilities, which in turn could have a material adverse effect on our business, financial condition and results of operations.

We are subject to taxation which is complex and often requires us to make subjective determinations.

We are subject to many different forms of taxation including but not limited to income tax, gaming taxes, value added tax, social security and other payroll related taxes. Tax law and administration is complex and often requires us to make subjective determinations. The tax authorities may not agree with the determinations that are made by us with respect to the application of tax law. Such disagreements could result in lengthy legal disputes and, ultimately, in the payment of substantial amounts for tax, interest and penalties, which could have a material adverse effect on our results of operations.

The pace of evolution of fiscal policy and practice has been accelerated due to a number of developments. In particular, the Organization for Economic Co-operation and Development (the “OECD”) together with the G20 countries have committed to addressing abusive global tax avoidance, referred to as base erosion and profit shifting (“BEPS”), through 15 actions detailed in reports released on October 5, 2015.

As part of the BEPS project, new rules dealing *inter alia* with the abuse of double tax treaties, the definition of permanent establishments, controlled foreign companies, restriction on the deductibility of excessive interest payments and hybrid mismatch arrangements, have been or will be introduced into the respective domestic laws of jurisdictions which form part of the BEPS project, through European directives and a multilateral instrument. For example, further to Action 1 of the BEPS project, the OECD published blueprints (commonly referred to as “BEPS 2.0”), divided into two “pillars” of issues, seeking to address tax challenges arising from digitalization of the economy, and proposing fundamental changes to the international tax system, such as reallocation of taxing rights between jurisdictions and additional global anti-base erosion rules. Following a Pillar II agreement signed by more than 135 jurisdictions in October 2021, the OECD published in December 2021 final model rules for a global minimum tax (the “GloBE rules”). The GloBE rules aim to ensure that large multinational enterprise (“MNE”) groups pay a minimum level of tax on the income arising in each of the jurisdictions where they operate, by imposing a top-up tax whenever the effective tax rate, determined on a jurisdictional basis, is below the minimum rate of 15%. Council Directive (EU) 2022/2523 of December 14, 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the European Union builds on the GloBE rules and will apply to any MNE group which has an annual revenue of €750,000,000 or more, including the revenue of excluded entities, in its ultimate parent entity’s consolidated financial statements in at least two of the four fiscal years immediately preceding the tested fiscal year and with either a parent entity or a subsidiary located in an EU Member State. Certain entities are excluded from its scope, including investment association investment entities that are ultimate parent

entities and certain entities owned by these excluded entities. EU Member States were required to implement the Directive in their domestic laws by December 31, 2023, with the income inclusion rule (“IIR”) (i.e., the collection by the parent entity of an MNE located in an EU Member State of its share of top-up tax relating to any entity of the group that is low-taxed) entering into effect for fiscal years beginning from December 31, 2023, and the under taxed profit rule (“UTPR”) (i.e., the reallocation of any residual amount of top-up tax in cases where the entire amount of top-up tax could not be collected by the parent entity through the IIR) entering into effect for fiscal years beginning from December 31, 2024. Effective tax rates could increase within the Issuer’s structure (if in scope) due to higher amounts of tax being due or possible denial of costs of tax compliance may also increase. This could adversely affect any returns to the investors.

The Council of the EU adopted two Anti-Tax Avoidance Directives (i.e. Council Directive (EU) 2016/1164 of July 12, 2016 laying down rules against tax avoidance practices that directly affect the functioning of the internal market (“ATAD I”) and Council Directive (EU) 2017/952 of May 29, 2017 amending ATAD I as regards hybrid mismatches with third countries (“ATAD II”)) that address many of the above-mentioned issues. The measures included in ATAD I and ATAD II have been implemented by the law of December 21, 2018 (the “ATAD I Law”) and the law of December 20, 2019 (the “ATAD II Law”) into Luxembourg domestic law. Most of the measures have been applicable since January 1, 2019 and January 1, 2020, and the remaining became applicable from tax year 2022. These measures may affect returns to the Issuer and investors.

On December 22, 2021, the European Commission published a draft proposal for a Directive which addresses the abusive use of so-called shell companies with low substance (referred to as “ATAD III”). Under the current draft of the Directive, if an undertaking passes certain tests indicative of its “shell” nature and does not fulfil certain minimum substance requirements, such undertaking may no longer benefit from double tax treaties or the EU interest and royalty or parent-subsidiary directives. The ATAD III proposal was scheduled to be implemented into Member States’ national laws by June 30, 2023, and to come into effect as of January 1, 2024 but its entry into effect has been delayed as these new rules are still at the proposal stage as of January 1, 2024. The ATAD III proposal will be submitted to the EU Council for examination and (unanimous) vote for adoption. While there remains considerable uncertainty surrounding the development of the ATAD III proposal, these rules (if applicable) may affect returns to the Issuer and may decrease the amounts available to investors.

Furthermore, the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting (the “MLI”) was published by the OECD on November 24, 2016. The aim of the MLI is to update international tax rules and lessen the opportunity for tax avoidance by transposing results from the BEPS project into more than 2,000 double tax treaties worldwide. A number of jurisdictions (including Luxembourg) have signed the MLI. Luxembourg ratified the MLI through the Luxembourg law of March 7, 2019 and deposited its instrument of ratification with the OECD on April 9, 2019. As a result, the MLI entered into force for Luxembourg on August 1, 2019. Its application in accordance with the double tax treaty concluded by Luxembourg depends on the ratification by the other contracting state and on the type of tax concerned. The resulting changes and any other subsequent changes in tax treaties negotiated by Luxembourg may affect returns to the Issuer and investors.

In addition, under the terms of the FATCA Law and CRS Law (as defined herein), the Issuer is treated as a Luxembourg Reporting Financial Institution. As such, the Issuer may require all investors to provide documentary evidence of their tax residence and all other information deemed necessary to comply with the regulations. Should the Issuer become subject to a withholding tax and/or penalties as a result of non-compliance under the FATCA Law and/or penalties as a result of non-compliance under the CRS Law, the value of the New Notes held by the investors may be materially affected. See “*Tax Considerations—Certain Luxembourg tax considerations.*”

There may be disallowance of the tax deductibility of interest due to related parties located in a country listed on the EU list of non-cooperative jurisdictions.

On January 28, 2021, the Luxembourg Parliament passed a law prohibiting as from March 1, 2021 the deduction of interest expenses or royalties accrued or paid to entities established in jurisdictions which are considered to be “non-cooperative” (such countries or territories being designated on a so-called “Blacklist”). On May 31, 2022, the Luxembourg tax authorities issued a circular further clarifying the scope of such measures. Expenses are covered when they are paid or due to “related parties” as defined for the purposes of Luxembourg’s transfer pricing rules. This limitation applies when the recipient of the expense is a corporate entity, which, under Luxembourg tax law, is considered as “opaque.” However, where a Luxembourg taxpayer can prove “valid commercial reasons that reflect economic reality,” such prohibition would not apply. The Blacklist is, in principle, the same as the most recent list of “non-cooperative” countries and territories published (at that moment) by the EU Council. This law may have a significant impact for certain investment structures. The denial of the deductibility regime will cease to apply to interest or royalties owed to an entity that is resident in a jurisdiction that is being removed from the EU list as from the date of the publication of the updated list in the Official Journal of the EU. The latest list adopted by the EU Council on October 17, 2023 is composed of American Samoa, Anguilla, Antigua and Barbuda, Bahamas, Belize, Fiji, Guam, Palau, Panama, Russia, Samoa, Seychelles, Trinidad and

Tobago, Turks and Caicos Islands, US Virgin Islands and Vanuatu. Any change to such list could materially and adversely affect the amount of payments made by the Issuer.

We are subject to exchange of information requirements on reportable cross-border arrangements.

Following the adoption of the Luxembourg law of March 25, 2020, as further amended, (the “DAC 6 Law”), implementing Council Directive (EU) 2018/822 of May 25, 2018 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (“DAC 6”), certain intermediaries and, in certain cases, taxpayers have to report to the Luxembourg tax authorities within a specific timeframe certain information on reportable cross-border arrangements.

A reportable cross-border arrangement covers any cross-border arrangement that is linked to one or more of certain types of taxes, and contains at least one hallmark (i.e., a characteristic or feature that presents an indication of a potential risk of tax avoidance) as set out in the DAC 6 Law.

The reported information will be automatically exchanged by the Luxembourg tax authorities with the competent authorities of all other EU Member States. As the case may be, we may take any action that we deem required, necessary, advisable, desirable or convenient to comply with the reporting obligations imposed on intermediaries and/or taxpayers pursuant to the DAC 6 Law. Failure to provide the necessary information under DAC 6 may result in the application of fines or penalties in the relevant EU jurisdiction(s) involved in the cross-border arrangement. Under the DAC 6 Law, late, incomplete or inaccurate reporting, or non-reporting may be subject to a maximum fine of €250,000.

Certain countries in which we operate have been subject to significant security issues in the past several years, and if such issues continue or worsen, our operations could be materially adversely affected.

Certain countries in which we operate have been subject to significant security issues in the past several years, and if such issues continue or worsen, our operations and proposed expansion plans in such countries could be materially adversely affected. For example, in the past several years, Mexico has experienced increased criminal violence, primarily due to the activities of organized crime. In addition, with respect to our operations in Panama, in October 2023 we had to comply with certain restrictions due to the period of social unrest in the country. High crime rates and violence resulting from organized crime are particularly acute in several areas of Mexico in which we operate. The gaming hall of an illegal gaming hall operator in Monterrey, Mexico, was the subject of organized-crime-related arson. This event negatively affected our operations in Mexico through reduced attendance at our gaming halls as well as through the temporary closure of certain other halls as a result of widespread government inspections. In response to the surge in criminal activity, the Mexican government has implemented various security measures and strengthened its military and police forces. Despite these efforts, crime rates remain high. In 2015, we acquired one casino in the resort town of Agadir, Morocco. There is a significant terrorism threat in Morocco and there have been terrorist attacks in other parts of Morocco (and in neighboring countries such as Algeria) in the recent past, which may have an impact on tourism and hence reduce the attendance of tourists in our casino in Agadir. Any increase in violence in the countries in which we operate could have a material adverse effect on our operations.

Our results of operations are impacted by fluctuations in foreign currency exchange rates.

We record our financial results in euro, however, our operations in Latin America are conducted in the functional regional currencies of their operating locations. Consequently, our revenues and expenses, as recorded in euro, will fluctuate as a result of currency exchange rate fluctuations between these regional currencies and the euro. A continuing depreciation of local currencies or a depreciation of local currencies relative to the euro would have negative effects on our results of operations. We can provide no assurance that the functional regional currencies of our operations outside of Europe will not fluctuate relative to the euro.

Terrorist attacks and other acts of violence or war may affect our business and results of operations.

Terrorist attacks and other acts of violence or war may negatively affect our business and results of operations. In 2015, we acquired a casino in the resort town of Agadir, Morocco. There is a significant terrorism threat in Morocco and there have been terrorist attacks in other parts of Morocco in the recent past. There can be no assurance that there will not be terrorist attacks or armed conflicts that may directly impact us, our customers or partners. Any of these occurrences could cause a significant disruption in our business and could adversely affect our results of operations.

Negative perceptions and negative publicity surrounding the gaming industry could damage our reputation or lead to increased regulation or taxation, which could adversely affect our business.

The gaming industry is exposed to negative publicity and attention generated by a variety of sources, including citizens’ groups, non-governmental organizations, media sources, local authorities, and other groups and institutions. In

particular, in recent years, public attention has been drawn to findings or allegations of underground betting and gaming, participation or alleged participation in gaming activities by minors, the location and concentration of gaming machines, the features of certain types of gaming machines (such as fixed odds betting terminals), risks related to social ills such as addiction to gaming and risks related to data protection and payment security in connection with online gaming. In addition, publicity regarding social issues related to the gaming industry, even if not directly connected to us and our businesses, could adversely impact our business, financial condition and results of operations. If the perception develops that the gaming industry is failing to address such concerns adequately, the resulting political pressure may result in the gaming industry becoming subject to increased regulation or taxation. Future increases in regulation or taxation could adversely impact our reputation, business, results of operations and financial condition.

EBIT, EBITDA, FOCF, FCF and Cash Conversion, included in this Offering Memorandum are presented for illustrative purposes only and our actual results of operations may differ.

We have presented in this Offering Memorandum EBIT, EBITDA, FOCF, FCF and Cash Conversion metrics. EBIT, EBITDA, FOCF, FCF and Cash Conversion are based upon available information and assumptions that we believe are reasonable in the circumstances. Adjustments reflect only those adjustments that are factually determinable and do not include the impact of contingencies which will not be known until resolution of any such contingency. EBIT, EBITDA, FOCF, FCF and Cash Conversion have been prepared for illustrative purposes only and have not been prepared in accordance with the requirements of Regulation S-X of the U.S. Securities Act or any generally accepted accounting standards.

EBIT, EBITDA, FOCF, FCF and Cash Conversion have not been audited by any independent auditors and should not be considered indicative of actual results that would have been achieved and the other events for which we have made adjustments, been completed on the dates indicated and does not purport to indicate our future consolidated results of operations or financial position. Our actual results may differ significantly from the EBIT, EBITDA, FOCF, FCF and Cash Conversion presented in this Offering Memorandum for a number of reasons. The assumptions underlying the adjustments are based on our estimates and they involve risks, uncertainties and other factors that may cause actual results or performance to be materially different from anticipated future results or performance expressed or implied by such adjustments.

EBIT, EBITDA, FOCF, FCF and Cash Conversion do not reflect events that may occur in the future, including contributions from acquisitions. For further information, see the presentation of EBIT, EBITDA, FOCF, FCF and Cash Conversion under “*Summary—Summary Consolidated Historical and Other Information.*” This financial information also does not consider potential negative impacts of market conditions on revenue or expenses. Such actual events may have a material adverse effect on our business, results of operations, financial condition and prospects.

Risks Related to the New Notes, the Guarantees and the Collateral

The Issuer may not be able to recover any amounts under its Proceeds Loan because its rights to receive payments under such Proceeds Loan is subordinated to all third party liabilities of the Company.

Under Royal Legislative Decree 1/2020 of May 5, 2020 on Insolvency Proceedings (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) (the “*Spanish Insolvency Act*”), the Proceeds Loan between the Issuer and the Company will be classified as subordinated claims of the Company, meaning that in an insolvency proceeding they would be subordinated to the preferential and ordinary claims of the Company. The Intercompany Loan between the Company and Cirsá, the 2027 Notes Proceeds Loan and the 2028 Notes Proceeds Loan between the Issuer and the Company are likewise classified as subordinated claims of Cirsá.

The Issuer is a wholly owned finance subsidiary that has no revenue generating operations of its own and depends on cash from operating companies to be able to make payments on the New Notes.

The Issuer is a wholly owned finance subsidiary of the Company and has no business operations or significant assets other than receivables under the Proceeds Loan, the 2027 Notes Proceeds Loan and the 2028 Notes Proceeds Loan. The Issuer is dependent upon the cash flow from the Group’s operating companies to meet its obligations under the New Notes. The Group’s operating companies intend to provide funds to the Issuer in order for the Issuer to meet its obligations under the New Notes principally through payments under the Proceeds Loan. The Group’s operating companies expect to provide funds to the Issuer to service the interest payments under the Proceeds Loan principally through the provision of intercompany loans and dividends and other distributions. If the subsidiaries within the Group do not fulfil their obligations under any such intercompany loans and do not otherwise distribute cash to the Company, and in turn to the Issuer, in order for the Issuer to make scheduled payments on the New Notes, the Issuer will not have any other source of funds that would allow it to make payments to the holders of the New Notes. The amount of cash available to the Issuer will depend on the profitability and cash flows of the operating companies in the Group and the ability of those companies to transfer funds under applicable law. The operating companies in the Group, however, may not be able to, or may not be permitted under

applicable law to, make distributions or advance loans, directly or indirectly, to the Issuer in order for the Issuer to make payments in respect of the New Notes. Various agreements, including agreements governing the Group's debt, may restrict, and in some cases, may prevent the ability of the members of the Group to transfer funds within the Group. Applicable tax laws may also subject such payments to further taxation. In addition, the members of the Group that do not guarantee the New Notes have no obligation to make payments with respect to the New Notes. Furthermore, as a result of financial assistance regulations and other limitations in Spain (see "*Limitations on Validity and Enforceability of the Guarantees and Security—Spain*"), neither Cirsa nor any of its subsidiaries in Spain will be, nor any of Cirsa's non-Spanish subsidiaries may be, able to provide any guarantee or security in respect of amounts that exceed the value of the 2027 Notes, the 2028 Notes and the New Notes (and any additional Notes so long as they do not infringe Spanish financial assistance laws) to the extent the 2027 Notes, the 2028 Notes and the New Notes do not refinance the proceeds from the 2025 Notes that were not used to refinance the Cirsa's Group existing indebtedness, and will not apply to those obligations or liabilities which, if guaranteed, will constitute an infringement of Spanish financial assistance laws in accordance with Articles 143.2 and 150 of the Spanish Capital Companies Act.

The debt under our Revolving Credit Facility Agreement and the 2028 Floating Rate Notes bear, and our New Floating Rate Notes will bear, interest at a floating rate that could rise significantly, increasing our interest cost and debt and reducing our cash flow.

The debt under the Revolving Facility bears interest at floating rates of interest per annum equal to EURIBOR for loans denominated in euros, pound sterling, U.S. dollar (in the case of pound sterling and U.S. dollars only, following amendments in respect of SONIA and CME Term SOFR, respectively), in each case, plus an agreed margin. The 2028 Floating Rate Notes bear, and the New Floating Rate Notes will bear, interest at floating rates of interest per annum equal to EURIBOR, adjusted quarterly, plus an applicable margin. These rates could rise significantly in the future. Although we may enter into and maintain certain hedging arrangements designed to fix a portion of these rates, there can be no assurances that hedging will continue to be available on commercially reasonable terms. Hedging itself carries certain risks, including that we may need to pay a significant amount (including costs) to terminate any hedging arrangements. To the extent interest rates were to rise significantly, our interest expense associated with the Revolving Credit Facility and the Floating Rate Notes, would correspondingly increase, thus reducing cash flow.

Interest rate benchmarks are the subject of recent national, international and other regulatory guidance and proposals for reform. For example, as a consequence of regulatory reforms, the common maturities of U.S. dollar LIBOR ceased to be published as panel bank rates after June 30, 2023 (and all other LIBOR settings for all currencies have ceased as panel bank rates after December 31, 2021). The U.S. dollar floating rate market is currently expected to transition to use, in place of U.S. dollar LIBOR, a floating rate equal to compounding overnight SOFR (the Secured Overnight Financing Rate published by the Federal Reserve in the U.S.) plus a spread adjustment, by not later than the time that the relevant U.S. dollar LIBOR setting is to cease as a panel bank rate, although other alternative rates may also be used. These reforms and other pressures may cause certain interest rate benchmarks to disappear entirely or to perform differently than in the past, or there could be other consequences. The consequences of any such changes, reforms or replacements cannot be entirely predicted, but could result in new interest rate benchmarks being used for the Revolving Credit Facility and the Floating Rate Notes or additional variable rate indebtedness incurred by us from time to time, which could result in an increase in interest expense and could have a material adverse effect on any of our debt linked to such a benchmark.

It is not known if or when regulatory reform may, in the future, cause EURIBOR to cease or be replaced. Regulatory requirements under the EU Benchmark Regulation (particularly in relation to EURIBOR) and under the UK Benchmark Regulation (particularly in relation to LIBOR) may: (i) discourage market participants from continuing to administer or contribute to a regulated benchmark (such as EURIBOR or LIBOR); (ii) trigger changes in the rules or methodologies used for the benchmark or (iii) lead to the disappearance of the benchmark. The scheduled cessation of the LIBOR benchmark as a panel bank rate or any proposal to cease the determination or publication of any other benchmark, changes in the manner of administration of any benchmark, or actions by regulators or law enforcement agencies could result in changes to the manner in which the relevant benchmark is determined, which could require an adjustment to the terms and conditions, or result in other consequences, in respect of any debt linked to such benchmark. Any of the above changes or any other consequential changes as a result of international, national or other proposals for reform or other initiatives may result in a sudden or prolonged increase in any affected benchmark, which could have a material adverse effect on the value of and return on any floating rate debt linked to that benchmark and on our ability to service debt that bears interest at floating rates of interest, including the Revolving Credit Facility and the Floating Rate Notes, reducing cash flows otherwise available for our operations, capital expenditures, acquisitions and servicing our debt obligations.

The Indenture provides that, in the event that EURIBOR is no longer being calculated or administered, is no longer generally representative of the underlying market which EURIBOR represented on the 2028 Notes Issue Date or is otherwise no longer generally accepted in the euro zone for the purposes of determining floating rates of interest in respect of euro-denominated securities, the rate of interest on the Floating Rate Notes will thereafter be determined on an alternative basis by reference to any successor rate (including any generally accepted adjustment spread) generally accepted in the euro zone for the purposes of determining floating rates of interest in respect of euro-denominated securities which

originally referenced EURIBOR, as identified by the Issuer in good faith. However, in the event that there is no generally accepted successor rate to EURIBOR in the good faith judgement of the Issuer, the Issuer, in consultation with an independent financial advisor, shall determine a reasonably appropriate alternative basis for determining the rate of interest (and any applicable adjustment spread to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to holders of the Floating Rate Notes as a result of the replacement of EURIBOR) on the Floating Rate Notes (and any such alternative basis adopted will in all cases never be less than 0.0%). This means that interest on the Floating Rate Notes would be determined by the Issuer on the basis of a benchmark rate, together with adjustments, that was not contemplated at the time you purchased the New Floating Rate Notes issued on the Issue Date. The Indenture requires the exercise of discretion by the Issuer and the making of potentially subjective judgements (including as to the occurrence or not of any events which may trigger amendments to the Indenture) without the consent of the holders of the Floating Rate Notes. The interests of the Issuer in making such determinations or amendments may be adverse to the interests of the holders of the Floating Rate Notes.

The New Notes will mature after a substantial portion of our other indebtedness, including the Revolving Credit Facility, the 2027 Notes and the 2028 Notes.

Our Revolving Credit Facility, as amended and restated on August 1, 2022, will mature on December 15, 2026. See “*Description of Other Indebtedness—Revolving Credit Facility.*” We may not have sufficient cash to repay all amounts owing at maturity. If we do not have sufficient cash to repay such amounts when due, we will need to refinance such indebtedness. There can be no assurance that we will have the ability to borrow or otherwise raise the amounts necessary to repay such amounts. We may not be able to refinance such indebtedness on satisfactory terms, if at all, and would be required to do so prior to the maturity of the New Notes. Accordingly, we will be required to repay substantially all of our other creditors, including the 2027 Notes and the 2028 Notes (with respect to the New Fixed Rate Notes), before we are required to repay the principal of the New Notes, and, as a result, may not have sufficient cash to repay all amounts owing on the New Notes at maturity.

Creditors under the Revolving Credit Facility, certain hedging obligations and lenders or creditors under certain other indebtedness are entitled to be repaid with the proceeds of the Collateral sold in any enforcement procedure in priority to the New Notes. Holders of the New Notes will not control decisions regarding the Collateral in certain circumstances.

The obligations of the Issuer under the 2027 Notes and 2028 Notes are, and the obligations of the Issuer under the New Notes will be, secured on a first-priority basis by liens over the Collateral. The Collateral also secures our obligations under the Revolving Credit Facility Agreement. In addition, while we currently have not entered into any hedging arrangements, the Collateral may secure certain hedging obligations which we may enter into. The 2019 Indenture and the Indenture also permit the Collateral to be pledged to secure additional indebtedness in accordance with the terms thereof and the Intercreditor Agreement.

Pursuant to the Intercreditor Agreement, any credit facility or other indebtedness or liability that ranks “super senior,” including the Revolving Credit Facility Agreement, certain hedging obligations and certain other indebtedness will be entitled to be repaid with the proceeds of the Collateral sold in any enforcement sale or from certain distressed disposals in priority to the New Notes. As such, in the event of a foreclosure of the Collateral or certain distressed disposals, holders of the New Notes may not be able to recover on the Collateral if the then outstanding claims under any “super priority” credit facility, including the Revolving Credit Facility Agreement, certain hedging obligations and under certain other indebtedness, are greater than the proceeds realized. Any proceeds from an enforcement action over the Collateral will, after all obligations under any “super priority” credit facility, including the Revolving Credit Facility Agreement, certain hedging obligations and under certain other indebtedness have been discharged from such recoveries, be applied *pro rata* in repayment of the New Notes and any other obligations secured by the Collateral that are permitted to rank *pari passu* and are secured on a *pari passu* basis with the New Notes, including the 2027 Notes and the 2028 Notes. In addition, in the event a claim (including a guarantee, if any) under any such “super priority” credit facility, such hedging obligations or certain other indebtedness is limited or deemed to be invalid, including by reason of corporate benefit limitations or other legal reasons, any such “super priority” credit facility, such hedging obligations or certain other indebtedness would still be paid in full prior to any repayment of the New Notes and such other *pari passu* obligations, including the 2027 Notes and the 2028 Notes, although the total amount of secured claims against the Collateral may be reduced. As a result, proceeds from the sale of Collateral in connection with any enforcement action or disposal may be insufficient to pay claims under the New Notes.

The Intercreditor Agreement provides that a common Security Agent, who serves as the security agent for the lenders under the Revolving Credit Facility Agreement, certain hedging obligations lenders or creditors under certain other indebtedness, the 2027 Notes and the 2028 Notes, and will serve as security agent for the New Notes and any additional debt secured by the Collateral permitted to be incurred by the Indenture or the 2019 Indenture, will act only as provided for in the Intercreditor Agreement. The Intercreditor Agreement will regulate the ability of the Trustee or the holders of the New Notes to instruct the Security Agent to take enforcement action. The Security Agent will not be required to take enforcement action unless instructed to do so by an Instructing Group (as defined in “*Description of Other Indebtedness—*

Intercreditor Agreement”) that comprises (i) creditors holding more than 66 2/3% of the indebtedness and commitments under the Revolving Credit Facility Agreement and the priority hedging obligations (the “*Majority Super Senior Creditors*”) or (ii) the holders of the required principal amount of the then outstanding Notes as set out in the Indenture (or if the required amount is not specified, the holders holding at least the majority of the principal amount of the then outstanding Notes) and the holders of the required principal amount of the then outstanding indebtedness ranking *pari passu* with the New Notes, including the 2027 Notes and the 2028 Notes and lenders or creditors under certain other indebtedness permitted to rank *pari passu* with the New Notes, as set out in the relevant documents governing such debt ranking *pari passu* with the New Notes, including the Indenture (or if the required amount is not specified, the holders holding at least the majority of the principal amount of the then outstanding amount of such indebtedness) whose principal amount outstanding under the New Notes and such indebtedness ranking *pari passu* with the New Notes (the “*Senior Secured Credit Participations*”) at that time aggregate more than 66 2/3% of the total Senior Secured Credit Participations at that time (the “*Majority Senior Secured Creditors*”) (in each case acting through their respective creditor representative). If, before the super senior discharge date, the Security Agent has received conflicting enforcement instructions from the relevant creditor representatives, then the Security Agent will comply with the instructions from the Majority Senior Secured Creditors (to the extent given), provided that if (i) the super senior liabilities have not been fully discharged within six months of the date on which the first such enforcement instructions were first issued, (ii) no steps have been taken in relation to the commencement of enforcement action within nine months of the date on which the first such enforcement instructions were first issued or (iii) certain insolvency proceedings have occurred without steps having been taken in relation to the commencement of any enforcement actions, then the instructions of the Majority Super Senior Creditors will prevail. To the extent we incur additional indebtedness that is secured by the Collateral on a *pari passu* basis with the New Notes, your voting interest in an instructing group will be diluted commensurate with the amount of indebtedness we incur.

The lenders under the Revolving Credit Facility Agreement, creditors in respect of certain hedging arrangements, lenders or creditors under certain other indebtedness, holders of the 2027 Notes and holders of the 2028 Notes may have interests that are different from the interests of holders of the New Notes and they may, subject to the terms of the Intercreditor Agreement, elect to pursue their remedies under the documents relating to the Collateral at a time when it would be disadvantageous for the holders of the New Notes to do so.

In addition, if the Security Agent proceeds against the Collateral in accordance with the Intercreditor Agreement, claims under the New Notes, any guarantees by any future subsidiaries and the liens over any other assets of such entities securing such Guarantees may be released. See “*Description of Other Indebtedness—Intercreditor Agreement*” and “*Description of the Notes—Security—Release of Liens*.”

The Collateral may not be sufficient to secure the obligations under the New Notes.

The 2027 Notes and the 2028 Notes are, and the New Notes will be, secured by first-priority security interests in the Collateral described in this Offering Memorandum, which Collateral also secures the Revolving Credit Facility Agreement, certain hedging arrangements and certain other indebtedness. The Collateral may secure additional debt ranking *pari passu* with the New Notes to the extent permitted by the terms of the Indenture, the 2019 Indenture, the Revolving Credit Facility and the Intercreditor Agreement. The rights of the holders of the New Notes to the Collateral may therefore be diluted by any increase in the debt secured by first-priority liens on the Collateral. See also “*—Creditors under the Revolving Credit Facility and certain hedging obligations are entitled to be repaid with the proceeds of the Collateral sold in any enforcement procedure in priority to the New Notes. Holders of the New Notes will not control decisions regarding the Collateral in certain circumstances.*” Any such further indebtedness may also be secured by the Collateral.

There is no guarantee that the value of the Collateral will be sufficient to enable the Issuer to satisfy its obligations under the New Notes. No appraisals have been prepared by or on our behalf in connection with the issuance of the New Notes. The fair market value of the Collateral and the amount able to be realized upon an enforcement of such Collateral and certain distressed disposals will depend upon many factors, including, among others, the ability to sell the Collateral in an orderly sale, general economic conditions, the availability of buyers, whether or not our business is sold as a going concern, the jurisdiction in which the enforcement action or disposal is completed, the ability to readily liquidate the Collateral and the fair market value and condition of the Collateral. The book value of the Collateral should not be relied on as a measure of realizable value for such assets. All or a portion of the Collateral may be illiquid and may have no readily ascertainable market value. Likewise, we cannot assure you that there will be a market for the sale of the Collateral or, if such a market exists, that there will not be a substantial delay in our liquidation. In addition, the share pledges or charges of an entity may be of no value if that entity is subject to an insolvency or bankruptcy proceeding. The proceeds of any sale of the Collateral following an event of default with respect to the New Notes may not be sufficient to satisfy, and may be substantially less than, amounts due on the New Notes.

To the extent that security interests and other rights granted to other parties encumber assets owned by us, those parties have or may exercise rights and remedies with respect to the property subject to their security interests or other rights that could materially adversely affect the value of that Collateral and the ability of the Security Agent, the Trustee

or holders of the New Notes to realize proceeds upon an enforcement of the Collateral or certain distressed disposals. If the proceeds of any enforcement upon Collateral or disposal are not sufficient to repay all amounts due on the New Notes, investors (to the extent not repaid from the proceeds of any enforcement upon the Collateral or disposal) would have only an unsecured claim against our remaining assets. Each of these factors or any challenge to the validity of the Collateral or the Intercreditor Agreement could reduce the proceeds realized upon an enforcement of the Collateral or certain distressed disposals.

In particular, security over the Collateral granted by the subsidiaries of Cirsia incorporated in Spain will be limited to the value of the 2027 Notes, the 2028 Notes and the New Notes (and any additional Notes so long as they do not infringe Spanish financial assistance laws), to the extent the 2027 Notes, the 2028 Notes and the New Notes do not refinance the proceeds from the 2025 Notes that were not used to refinance the Cirsia's Group existing indebtedness, and will not apply to those obligations or liabilities which, if secured, will constitute an infringement of Spanish financial assistance laws in accordance with Articles 143.2 and 150 of the Spanish Capital Companies Act. In addition, under Spanish law, the financial assistance restrictions referred to above in relation to the Collateral granted by the subsidiaries of Cirsia incorporated in Spain may also apply to subsidiaries of Cirsia not incorporated in Spain. The Indenture limits all security over the Collateral granted by the subsidiaries of Cirsia incorporated in Spain (and such limitation may be applicable to all security over the Collateral granted by the subsidiaries of Cirsia not incorporated in Spain) to the abovementioned limitations. See *"Limitations on Validity and Enforceability of Guarantees and Security—Spain."*

It may be difficult to realize the value of the Collateral securing the New Notes.

The Collateral securing the New Notes will be subject to any and all exceptions, defects, encumbrances, liens and other imperfections permitted under the Indenture, the 2019 Indenture, the Revolving Credit Facility and the Intercreditor Agreement and accepted by other creditors that have the benefit of security interests in the Collateral from time to time. The existence of any such exceptions, defects, encumbrances, liens and other imperfections could materially adversely affect the value of the Collateral securing the New Notes, as well as the ability of the Security Agent to realize or foreclose on such Collateral. Furthermore, the effectiveness or first-priority ranking of security interests with respect to the New Notes can be affected by a variety of factors, including, among others, the timely satisfaction of perfection requirements, statutory liens or preferential claims or characterization under the laws of certain jurisdictions. For instance, Collateral consisting of security interest over the Issuer's Luxembourg bank accounts may not have been perfected in a timely manner or at all. In respect of the pledge over the Issuer's bank accounts held in Luxembourg, the Issuer was unable to obtain an acknowledgement of pledge from the relevant account bank, and therefore the security interest over the relevant bank accounts was not validly perfected. In the absence of the account bank waiving its right of pledge over the accounts or accepting the pledge created in favor of the Security Agent as a second ranking pledge, the security created or purported to be created under the Luxembourg account pledge agreement is currently not enforceable and the Security Agent will not be entitled to enforce such a pledge.

The security interests in favor of the Security Agent may also be subject to practical problems generally associated with the realization of security interests in the Collateral. Further, the enforcement of ownership interests and pledges may be subject to certain specific requirements, and the Security Agent may need to obtain the consent of a third party to enforce a security interest. We cannot assure you that the Security Agent will be able to obtain any such consent. We also cannot assure you that the consents of any third parties will be given when required to facilitate a foreclosure on such assets. Accordingly, the Security Agent may not have the ability to foreclose upon those assets, and the value of the Collateral may significantly decrease. Furthermore, the security interests may be subject to certain limitations on enforcement or may be limited by applicable law or may be subject to certain defenses that may limit its validity or enforceability. For example, security over the Collateral granted by the subsidiaries of Cirsia incorporated in Spain will be limited to the value of the 2027 Notes, the 2028 Notes and the New Notes (and any additional Notes so long as they do not infringe Spanish financial assistance laws), to the extent the 2027 Notes, the 2028 Notes and the New Notes do not refinance the proceeds from the 2025 Notes that were not used to refinance the Cirsia's Group existing indebtedness, and will not apply to those obligations or liabilities which, if secured, will constitute an infringement of Spanish financial assistance laws in accordance with Articles 143.2 and 150 of the Spanish Capital Companies Act. In addition, under Spanish law, the financial assistance restrictions referred to above in relation to the Collateral granted by the subsidiaries of Cirsia incorporated in Spain may also apply to subsidiaries of Cirsia not incorporated in Spain. The Indenture limits all security over the Collateral granted by the subsidiaries of Cirsia incorporated in Spain (and such limitation may be applicable to all security over the Collateral granted by the subsidiaries of Cirsia not incorporated in Spain) to the abovementioned limitations. See *"Limitations on Validity and Enforceability of Guarantees and Security—Spain."* Also, under Spanish law, any guarantee, pledge or mortgage must guarantee or secure another obligation to which it is ancillary, which must be clearly identified in the relevant guarantee or security agreement. Therefore, guarantee or security interests follow the underlying obligation in such a way that nullity of the underlying obligation entails nullity of the guarantee or security and termination of the underlying obligation entails termination of the guarantee or security. In the event that the security providers incorporated in Spain are able to prove that there are no existing and valid guaranteed or secured obligations, Spanish courts may consider that the security providers' obligations under the relevant guarantees or in respect of the relevant security provided are not enforceable.

In addition, the Spanish Insolvency Act (as defined herein) imposes a moratorium on the enforcement of secured creditor's rights (*in rem* security) in the event of insolvency. The moratorium would take effect following the declaration of insolvency until the earlier of (i) one year from the declaration of the insolvency if the insolvent company has not been placed in liquidation or (ii) the date the creditors reach an agreement that does not affect the exercise of the rights granted by the security interest, with the limitations explained above. This moratorium only affects those assets that are considered as necessary for the debtor's activity. After this term, enforcement of secured creditor's rights over assets or rights not necessary for the continuance of the business will not require specific evidence of the unnecessary nature of those assets or rights. For additional information relating to limitations on enforceability of security interests granted over Collateral and enforcement proceedings generally, see "*Limitations on Validity and Enforceability of Guarantees and Security.*"

While we have control over the Collateral securing the New Notes, the sale of particular assets could reduce the value of the Collateral.

The documents relating to the Collateral will allow us to remain in possession of, retain exclusive control over, freely operate, and collect, invest and dispose of any income from the Collateral. So long as no default or event of default under the Indenture would result therefrom, we may, among other things, without any release or consent by the Security Agent, conduct ordinary course activities with respect to the Collateral, such as selling, factoring or otherwise disposing of Collateral and making ordinary course cash payments, including repayments of indebtedness.

In addition, the value of our assets serving as Collateral may be materially adversely affected by depreciation or because of certain events that may cause damage to these assets. Although the Indenture contains a covenant restricting impairment of security interests, we will not be required to improve the Collateral.

The security interests in the Collateral will be granted to the Security Agent rather than directly to the holders of the New Notes. The ability of the Security Agent to enforce certain of the Collateral may be restricted by local law.

The security interests in the Collateral that will secure the obligations of the Issuer under the New Notes will not be granted directly to the holders of the New Notes but will be granted only in favor of the Security Agent, which will hold the Collateral for the benefit of the holders of the New Notes. The Indenture provides (consistent with the Intercreditor Agreement) that only the Security Agent has the right to enforce the documents relating to the Collateral. As a consequence, holders of the New Notes will not have direct security interests and will not be entitled to take enforcement action in respect of the Collateral securing the New Notes, except through the Trustee, who will (subject to the provisions of the Indenture) provide instructions to the Security Agent in respect of the Collateral. Notwithstanding the foregoing, if enforcement of any security interest in Spain was to be carried out by the Security Agent, it may be necessary (i) that each of the secured parties benefiting from such Collateral proves its title to the secured obligations, ratifies such Collateral and accepts the benefit of the security interest in its respective names and (ii) to prove that the Security Agent is duly and expressly empowered by means of duly notarized powers of attorney granted in favor of the Security Agent by each of the actual or future creditors, if necessary, with the Apostille of The Hague Convention dated October 5, 1961. Therefore, there could be a delay in the enforcement of the Collateral in Spain while the Security Agent obtains such powers and the relevant public deeds are granted. In the absence of the notarized and apostilled powers of attorney, the Security Agent may not be able to enforce the relevant Collateral or security interests in Spain on behalf of the holders of the New Notes, and there is a risk that the Security Agent would only be able to enforce the security interest against the debt that it individually holds, and not for the full amount owed to creditors for whom it may be acting as Security Agent. Further, those beneficial holders of the security who have not accepted the security or duly empowered (by means of notarial and apostilled powers of attorney) the Security Agent to do so may be treated, from a Spanish law perspective including without limitation in an insolvency scenario, as unsecured creditors. Further, there is a risk that the relevant court or notary public before whom any Spanish security interest may eventually be enforced might request both the notarization of the documents from which the relevant obligations arise, and the notarization of each and every one of the transfer certificates regarding each and every transfer of the New Notes.

The appointment of a foreign security agent will be recognized under Luxembourg law, (i) to the extent that the designation is valid under the law governing such appointment and (ii) subject to possible restrictions depending on the type of the collateral provided. Generally, pursuant to article 2(4) of the Luxembourg Act dated August 5, 2005, as amended, concerning financial collateral arrangement (the "*Financial Collateral Law 2005*"), collateral may be provided in favor of a person acting on behalf of the collateral taker, a fiduciary or a trustee in order to secure the claims of third-party beneficiaries, whether present or future, *provided* that these third-party beneficiaries are determined or determinable. Without prejudice to their duties towards the third-party beneficiaries of the financial collateral arrangements, the persons acting on behalf of the beneficiaries of the financial collateral, the fiduciary or the trustee enjoy the same rights as those granted to direct beneficiaries of the financial collateral referred to under said law.

In addition, security interests granted by a security provider other than the Issuer will only secure the guarantee obligation of such security provider and its own obligations under the relevant secured debt documents and will not secure the obligations of the Issuer under the New Notes nor the guarantee obligations of any other guarantor of the New Notes.

Therefore, such security interests are indirectly limited through the customary provisions included in the Indenture, the 2019 Indenture, the Revolving Credit Facility Agreement and the Intercreditor Agreement which limit the enforceability of the respective security interests in order to ensure compliance with certain legal requirements under relevant local law. The security interests granted by a security provider over the Collateral will be limited as necessary to recognize certain limitations arising under or imposed by local law and defenses generally available to providers of Collateral (including those that relate to fraudulent conveyance or transfer, voidable preference, financial assistance, corporate purpose or benefit, capital maintenance or similar laws, regulations or defenses affecting the rights of creditors generally) or other considerations under applicable law. See “—*The Collateral may not be sufficient to secure the obligations under the New Notes*,” and “—*Laws relating to fraudulent preference, fraudulent conveyance and corporate benefit may adversely affect the validity and enforceability of the Guarantees or security interests*” and “*Limitations on Validity and Enforceability of Guarantees and Security*.”

With respect to certain jurisdictions, including Italy (including, without limitation, with respect to accessory security such as pledges over shares, partnership interests, receivables or bank accounts), due to certain legal requirements governing the creation and perfection of security interests and enforceability of such security interests, the Collateral secures a so-called “parallel debt” obligation created under the Intercreditor Agreement in favor of the Security Agent rather than secure the obligations of the Issuer under the New Notes or, as applicable, the obligations of a Guarantor under its Guarantee directly. The parallel debt is in the same amount and payable at the same time as the obligations of the Issuer under the New Notes or, as applicable, the relevant Guarantor under its Guarantee (the “*Principal Obligations*”), and any payment in respect of the Principal Obligations will discharge the corresponding parallel debt and any payment in respect of the parallel debt will discharge the corresponding Principal Obligations. Although the Security Agent will have, pursuant to the parallel debt under the Intercreditor Agreement, a claim against the Issuer and the Guarantors for the full amount payable on the New Notes or, as applicable, the relevant Guarantee, the parallel debt construct has not yet been tested in court in these jurisdictions, and we cannot assure you that it will eliminate or mitigate the risk of invalidity and unenforceability of the security interest. If any challenge to the validity of such security interest or the parallel debt structure were successful, holders of the New Notes might not be able to recover any amounts in respect of such security interests.

Furthermore, holders of the New Notes bear some risk associated with a possible insolvency or bankruptcy of the Security Agent which could in particular, under certain circumstances, result in a delay in enforcement, diminishing value or even loss of the Collateral.

In addition, the ability of the Security Agent to enforce the security interests in the Collateral is subject to mandatory provisions of the laws of each jurisdiction in which security interests over the Collateral are taken. For example, the laws of certain jurisdictions may not allow for an appropriation of certain pledged assets, but require a sale through a public auction and certain waiting periods may apply. There is some uncertainty under the laws of certain jurisdictions as to whether obligations to beneficial owners of the New Notes that are not identified as registered holders in a security document will be validly secured.

Finally, the provision of Guarantees and execution of the Collateral are subject to certain Agreed Security Principles that could relieve certain Guarantors or security providers of the obligation to provide guarantees and/or grant security interests in assets otherwise expected to form part of the Collateral, which could have a material adverse impact on the credit support available to you in connection with your investment in the New Notes.

There are circumstances other than repayment or discharge of the New Notes under which the Collateral securing the New Notes may be released automatically.

Under the Indenture, the Collateral securing the Notes may be released automatically under certain circumstances as discussed under “*Description of the Notes—Security—Release of Liens*.”

Although the holders of the New Notes will share in the Collateral securing the New Notes ratably with the holders of the 2027 Notes and the holders of the 2028 Notes, lenders under the Revolving Credit Facility Agreement, certain hedge counterparties when the hedging arrangements are entered into and lenders or creditors under certain other indebtedness when the indebtedness is entered into, under certain circumstances, lenders under the Revolving Credit Facility Agreement, counterparties to certain hedging obligations or lenders or creditors under certain other indebtedness may control enforcement actions with respect to the Collateral through the Security Agent, whether or not the holders of the New Notes agree or disagree with those actions. See “*Description of Other Indebtedness—Intercreditor Agreement*.”

Under applicable law, security may automatically be released upon a transfer or other dealing with the relevant Collateral. See “*Limitations on Validity and Enforceability of Guarantees and Security*.”

In addition, under various circumstances, any guarantees of the New Notes by a future restricted subsidiary may be released. See “*Description of the Notes—Certain Covenants—Limitation on Guarantees of Indebtedness by Restricted Subsidiaries and Additional Guarantees*.”

The granting of the security interests in the Collateral may create or restart hardening periods.

The granting of security interests to secure the Notes may create hardening periods for such security interests. The granting of security interests to secure future indebtedness that is permitted to be secured by the Collateral may restart or reopen such hardening periods, in particular as the Indenture permits the release and retaking of security granted in favor of the New Notes in certain circumstances, including in connection with the incurrence of other future indebtedness. The applicable hardening period for these new security interests can run from the moment each new security interest has been granted, perfected or recreated. At each time, if the security interest granted, perfected or recreated were to be enforced before the end of the respective hardening period, it may be declared void or ineffective and it may not be possible to enforce it in an insolvency scenario of the relevant security provider. If the grantor of such security interest were to become subject to a bankruptcy, insolvency or winding up proceeding after the Issue Date, any security interest in the Collateral delivered after the Issue Date would face a greater risk than security interests in place on the Issue Date of being avoided by the grantor or by its trustee, receiver, liquidator, administrator or similar authority, or otherwise set aside by a court, as a preference under insolvency law, in each case depending on the relevant length of the applicable hardening period. To the extent that the grant of any security interest is voided, holders of the New Notes would lose the benefit of the security interest.

The same rights and risks will also apply with respect to future security interests granted in connection with the accession of any potential future subsidiaries as guarantors in respect of the New Notes (as defined in “*Description of the Notes—Certain Definitions*”) and/or the granting of security interests over their relevant assets and ownership interests for the benefit of the holders of the New Notes. See “*Description of the Notes—Security*.”

Your rights in the Collateral may be adversely affected by the failure to perfect security interests in the Collateral.

Under certain applicable law, a security interest in certain tangible and intangible assets can be properly perfected, and its priority retained, only through certain actions undertaken by the secured party and/or the grantor of the security. The security interests in the Collateral securing the New Notes may not be perfected with respect to the claims of the New Notes if we, or the Security Agent, fail or are unable to take the actions required to perfect any of these security interests. Neither the Security Agent nor the Trustee shall be under any obligation to file financing statements or continuation statements, or otherwise take any steps to perfect the Collateral, or be responsible for maintaining the security interests purported to be created as described herein (except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it under the Indenture or under any other documents) and such responsibility shall be solely that of the Issuer. In addition, certain applicable law requires that certain property and rights acquired after the grant of a general security interest, such as real property, equipment subject to a certificate and certain proceeds, can only be perfected at or promptly following the time such property and rights are acquired and identified. Absent perfection, the Security Agent, on behalf of the holders of the New Notes, may have difficulty enforcing or be entirely unable to enforce rights in the Collateral in competition with third parties, including a trustee in bankruptcy and other creditors that claim a security interest in the same Collateral. See “*Limitations on Validity and Enforceability of Guarantees and Security*.”

The New Floating Rate Notes will be treated as issued with original issue discount for United States federal income tax purposes.

The New Floating Rate Notes will be treated as issued with original issue discount (“OID”) for United States federal income tax purposes. In addition to stated interest on the New Floating Rate Notes, a holder subject to United States federal income taxation will, subject to the possible application of rules governing acquisition premium, be required to include the OID in gross income (as ordinary income) as it accrues, on a constant yield to maturity basis, in advance of the receipt of the cash payment thereof and regardless of such holder’s regular method of accounting for United States federal income tax purposes. See “*Tax Considerations—Certain United States federal income tax considerations*.”

Investors may face foreign exchange risks by investing in the New Notes.

The New Notes will be denominated in euro. If investors measure their investment returns by reference to a currency other than euro, an investment in the New Notes will entail foreign exchange-related risks due to, among other factors, possible significant changes in the value of the euro relative to any such other currency because of economic, political and other factors over which we have no control. Depreciation of the euro against any such other currency could cause a decrease in the effective yield of the New Notes below their stated coupon rates and could result in a loss to investors when the return on the New Notes is translated into any such other currency. Investments in the New Notes by U.S. investors may also have important tax consequences as a result of foreign exchange gains or losses, if any. See “*Tax Considerations—Certain United States federal income tax considerations*.”

Enforcement across multiple jurisdictions may be difficult and the laws of certain jurisdictions may provide you with

less protection than U.S. bankruptcy law.

The rights of holders under the New Notes, the Guarantees and the Collateral may be subject to the insolvency and administrative laws of several jurisdictions, and you may not be able to effectively enforce your rights in such complex, multiple bankruptcy or insolvency proceedings. The New Notes will be issued by the Issuer, which is incorporated under the laws of Luxembourg. The Luxembourg law of August 10, 1915 on commercial companies, as amended (the “*Luxembourg Companies Law*”), differs in material aspects from the laws generally applicable to U.S. corporations and security holders, including the provisions relating to interested directors, mergers, amalgamations and acquisitions, takeovers, security holder lawsuits and indemnification of directors or managers. Under Luxembourg law, the duties of directors or managers of a company are generally owed to the company only. Creditors of Luxembourg companies generally do not have rights to take action against directors of the company, except in limited circumstances. Directors or managers of a Luxembourg company must, in exercising their powers and performing their duties, act in good faith and in the interests of the company as a whole and must exercise due care, skill and diligence in the performance of their duties. Directors or managers have a duty not to put themselves in a position in which their duties to the company and their personal interests may conflict and also are under a duty to disclose any direct or indirect, personal financial interest in any contract or arrangement with the company or any of its subsidiaries. If a director or manager of a Luxembourg company is found to have breached his or her duties to such company, he or she may be held personally liable to the company in respect of that breach of duty. A director or manager may be jointly and severally liable with other directors or managers implicated in the same breach of duty.

The New Notes will be guaranteed and secured by entities organized or incorporated in Spain, Panama, Mexico and Luxembourg. Security documents are governed by the laws of Spain, Panama, Mexico, Italy and Luxembourg. In the event of a bankruptcy or insolvency event, proceedings could be initiated in one or more jurisdictions in which the Guarantors or security providers are domiciled or have a presence. Such multi-jurisdictional proceedings are likely to be complex and costly and otherwise may result in greater uncertainty and delay regarding the enforcement of the rights of holders of the New Notes. The bankruptcy laws of these jurisdictions may be less favorable to your interests as a creditor than the bankruptcy laws of the United States or any other jurisdiction you may be familiar with, including in respect of priority of creditors, the ability to obtain post-petition interest and the ability to influence proceedings and the duration thereof, and this may limit your ability to receive payments due on the New Notes. In the event that any one or more of the Issuer, the Guarantors, any future guarantors of the New Notes, if any, any current or future security providers or any other of our subsidiaries experienced financial difficulty, it is not possible to predict with certainty in which jurisdiction or jurisdictions insolvency or similar proceedings would be commenced, or the outcome of such proceedings. The insolvency and other laws of different jurisdictions may be materially different from, or in conflict with, each other, including in the areas of rights of secured and other creditors, the ability to void preferential transfer and certain other transactions, priority of governmental and other creditors, ability to obtain post-petition interest and duration of the proceeding. The application of these laws, or any conflict among them, could call into question whether any particular jurisdiction’s laws should apply, adversely affect your ability to enforce the rights of holders of the New Notes under the Guarantees or the rights of holders of the New Notes under the relevant Collateral for the New Notes in these jurisdictions and limit any amounts that you may receive. In addition, in actions brought in countries outside of the United States, courts may choose to apply their own law rather than the law of the State of New York, which governs the Indenture, the Notes and the Guarantees. The application of the provisions of articles 470-1 to 470-19 of the Luxembourg Companies Law shall be excluded in relation to the New Notes.

In various jurisdictions in which the Guarantors or security providers are domiciled or have a presence, enforcement may also be limited by fraudulent transfer, reorganization, moratorium and other similar laws affecting creditors’ rights generally, or by principles of equity, including without limitation concepts of materiality, reasonableness, public policy, good faith and fair dealings (regardless of whether considered in a proceeding in equity or at law), and claims may become barred under applicable statutes of limitation or may be or become subject to defenses of set-off, counterclaim or other similar defenses. See “—*Laws relating to fraudulent preference, fraudulent conveyance and corporate benefit may adversely affect the validity and enforceability of the Guarantees or security interests.*”

For further information on how the application of foreign law may limit your ability to enforce your rights under the New Notes, the Guarantees and the Collateral, see “*Limitations on Validity and Enforceability of Guarantees and Security.*”

Laws relating to fraudulent preference, fraudulent conveyance and corporate benefit may adversely affect the validity and enforceability of the Guarantees or security interests.

Although laws differ among various jurisdictions, in general, under bankruptcy or insolvency law and other laws, a court could (i) avoid or invalidate all or a portion of a Guarantor’s obligations under its Guarantee of the New Notes or the security interests granted by it or the relevant security provider, (ii) direct that the holders of the New Notes return any amounts paid under the relevant Guarantee to the relevant Guarantor or to a fund for the benefit of the relevant Guarantor’s

creditors or turnover enforcement proceeds from an enforcement of the Collateral to the relevant security provider and/or (iii) take other action that is detrimental to you, typically if the court found that:

- the relevant Guarantee was incurred or the relevant security interest granted with actual intent to give preference to one creditor over another, hinder, delay or defraud creditors or shareholders of the Guarantor or, in certain jurisdictions, when the granting of the Guarantee or the security interest has the effect of giving a creditor a preference or when the recipient was aware that the Guarantor was insolvent when it granted the relevant Guarantee or the relevant security interest, or was rendered insolvent as a result of granting the relevant Guarantee or security interest;
- the Guarantor did not receive fair consideration or reasonably equivalent value or corporate benefit for the relevant Guarantee and the Guarantor was: (i) insolvent or rendered insolvent because of the relevant Guarantee; (ii) undercapitalized or became undercapitalized because of the relevant Guarantee; or (iii) intended to incur, or believed that it would incur, indebtedness beyond the Group's ability to pay at maturity;
- the granting of the relevant Guarantee or security interest was held to exceed the corporate objects of the Guarantor or not to be in the best interests or for the corporate benefit of the Guarantor; or
- the amount paid or payable under the relevant Guarantee was in excess of the maximum amount permitted under applicable law.

These or similar laws may also apply to any future guarantee or security granted by any of the Group's subsidiaries pursuant to the Indenture.

The Group cannot assure you which standard a court would apply in determining whether a Guarantor or security provider was "insolvent" at the relevant time or that, regardless of method of valuation, a court would not determine that a Guarantor or security provider was insolvent on that date, or that a court would not determine, regardless of whether or not a Guarantor or security provider was insolvent on the date the relevant Guarantee or security was provided, that payments to holders of the New Notes constituted preferences, fraudulent transfers or conveyances on other grounds.

The liability of each Guarantor under its Guarantee of the New Notes will be limited to the amount that will result in such Guarantee not constituting a preference, fraudulent conveyance or improper corporate distribution or otherwise being set aside. However, there can be no assurance as to what standard a court will apply in making a determination of the maximum liability of each Guarantor or security provider. There is a possibility that the entire Guarantee or security may be set aside, in which case the entire liability may be extinguished.

If a court decided that a Guarantee or security was a preference, fraudulent transfer or conveyance and voided such Guarantee or security, or held it unenforceable for any other reason, you may cease to have any claim in respect of the relevant Guarantor or security provider and would be a creditor solely of the Issuer and, if applicable, of any other Guarantor or security provider under the relevant Guarantee or security which has not been declared void. In the event that any Guarantee or security is invalid or unenforceable, in whole or in part, or to the extent the agreed limitation of the Guarantee and security obligations apply, the New Notes would be effectively subordinated to all liabilities of the applicable Guarantor or security provider, and if a Guarantor or security provider cannot satisfy its obligations under the New Notes or any Guarantee or security is found to be a preference, fraudulent transfer or conveyance or is otherwise set aside, it cannot assure you that it can ever repay in full any amounts outstanding under the New Notes.

For example, the Guarantee granted by the Mexican Subsidiary Guarantor may not be enforceable in the event of a bankruptcy or judicial reorganization (*concurso mercantil*) of such Subsidiary Guarantor. While Mexican law does not prevent the Guarantee granted by the Mexican Subsidiary Guarantor from being valid, binding and enforceable against it, in the event the Mexican Subsidiary Guarantor is declared bankrupt or becomes subject to a judicial reorganization (*concurso mercantil*), the Guarantee granted by such Mexican Subsidiary Guarantor may be deemed to have been a fraudulent conveyance and declared void, mainly if it is determined that such Mexican Subsidiary Guarantor granted such Guarantee within a 270-day statutory look-back period, prior to the declaration of bankruptcy or reorganization, which may be extended by the court, unless such Mexican Subsidiary Guarantor proves that it acted in good faith and received fair consideration in exchange for such Guarantee, among others. A legal challenge of the Mexican Subsidiary Guarantor's obligations under a Guarantee on fraudulent conveyance grounds could focus on the benefits, if any, realized by the Mexican Subsidiary Guarantor as a result of the issuance of the New Notes. To the extent a Guarantee is voided as a fraudulent conveyance or held unenforceable for any other reason, the holders of the New Notes would not have any claim against the Mexican Subsidiary Guarantor.

For more information on the foreign laws relating to fraudulent preference, fraudulent conveyance and corporate benefit see "*Limitations on Validity and Enforceability of Guarantees and Security.*"

We have not prepared, and we do not intend to prepare, financial information in accordance with U.S. GAAP or separate Guarantor financial information.

We have prepared our financial statements in accordance with IFRS, which varies significantly from U.S. GAAP and results in significant differences in reported operating results and financial condition from those under U.S. GAAP. Moreover, the Indenture does not require us to reconcile future financial statements to U.S. GAAP. We also have not presented separate financial statements or summary financial information for the guarantors of the New Notes in this Offering Memorandum, and are not required to do so in the future under the Indenture or the 2019 Indenture.

Investors may not be able to recover in civil proceedings for U.S. securities law violations.

The United States is not currently bound by a treaty providing for reciprocal recognition and enforcement of judgments, other than arbitral awards, rendered in civil and commercial matters with Spain, Panama, Mexico, Italy, and Luxembourg. Therefore, there is doubt as to the actual enforceability in Spain, Panama, Mexico, Italy and Luxembourg of U.S. securities laws in an action to enforce a U.S. judgment in such jurisdictions. In addition, the enforcement in Spain, Panama, Mexico, Italy and Luxembourg, of any judgment obtained in a U.S. court, whether or not predicated solely upon U.S. federal securities laws, will be subject to certain local conditions. There is also doubt that a court in Spain, Panama, Mexico, Italy and Luxembourg would have the requisite power or authority to grant remedies sought in an original action brought in such jurisdictions on the basis of U.S. securities laws violations. See “*Enforcement of Civil Liabilities.*”

We may not be able to obtain the funds required to repurchase the New Notes upon a change of control.

The Indenture contains provisions relating to certain events constituting a “change of control.” Upon the occurrence of a change of control, we will be required to offer to repurchase all outstanding New Notes at a price equal to 101% of their aggregate principal amount, plus accrued and unpaid interest and additional amounts, if any, to the date of repurchase. Subject to certain exceptions, similar events may result in a change of control under the 2019 Indenture or the Indenture, which will require us to offer to repurchase all outstanding 2027 Notes or 2028 Notes (including any New Floating Rate Notes offered hereby), as the case may be, at a price equal to 101% of their aggregate principal amount, plus accrued and unpaid interest and additional amounts, if any, to the date of repurchase. If a change of control were to occur under the Indenture or the 2019 Indenture, we cannot assure you that we would have sufficient funds available at such time, or that we would have sufficient funds to provide to the Issuer to pay the purchase price of the outstanding New Notes, the 2027 Notes and/or the 2028 Notes or that the restrictions in our Revolving Credit Facility Agreement, the Indenture, the 2019 Indenture, the Intercreditor Agreement or our other then-existing contractual obligations would allow us to make such required repurchases. A change of control may result in an event of default, or acceleration of, or an obligation to mandatorily prepay the Revolving Credit Facility and other indebtedness. The repurchase of the New Notes, the 2027 Notes or the 2028 Notes pursuant to such an offer could cause a default under such indebtedness, even if the change of control itself does not. The ability of the Issuer to receive cash from its subsidiaries to allow it to pay cash to the holders of the New Notes, the 2027 Notes or the 2028 Notes, as the case may be, following the occurrence of a change of control, may be limited by our then existing financial resources.

The change of control provision contained in the Indenture may not necessarily afford you protection in certain circumstances.

The change of control provision contained in the Indenture may not necessarily afford you protection in the event of certain important corporate events, including a reorganization, restructuring, merger or other similar transaction involving us that may adversely affect you, because such corporate events may not involve a shift in voting power or beneficial ownership or, even if they do, may not constitute a “Change of Control” as defined in the Indenture. Except as described under “*Description of the Notes—Repurchase at the Option of Holders—Change of Control,*” the Indenture does not contain provisions that would require the Issuer to offer to repurchase or redeem the New Notes in the event of a reorganization, restructuring, merger, recapitalization or similar transaction.

In addition, the occurrence of certain events that might otherwise constitute a change of control will be deemed not to be a change of control if at the time our consolidated net leverage ratio is less than a certain specified level. In the event the Group is sold to a new investor, whether or not such sale does constitute a change of control under the Indenture, no assurance can be given that any such investor will continue to implement our current business and financial strategy. See “*Description of the Notes—Repurchase at the Option of Holders—Change of Control*” and “*Description of the Notes—Certain Definitions—Specified Change of Control Event.*”

The definition of “Change of Control” in the Indenture includes a disposition of all or substantially all of the assets of the Issuer and its restricted subsidiaries, taken as a whole, to any person. Although there is a limited body of case law interpreting the phrase “all or substantially all,” there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances, there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of “all or substantially all” of the Issuer’s assets and its restricted subsidiaries taken as a whole.

As a result, it may be unclear as to whether a change of control has occurred and whether the Issuer is required to make an offer to repurchase the New Notes.

Upon an IPO Pushdown, certain Guarantees and Collateral may be released, and any retaken Collateral may be subject to hardening periods.

Under certain circumstances, we may undertake an IPO Pushdown. See “*Description of the Notes—IPO Pushdown*.” Upon consummation of the IPO Pushdown, references to the Company and Restricted Subsidiaries (and all related provisions) in the Indenture shall apply only to the IPO Entity (as defined in “*Description of the Notes*”) and its Restricted Subsidiaries from time to time. Upon such substitution, each Holding Company (as defined in “*Description of the Notes*”) of the IPO Entity will be irrevocably and unconditionally released from all obligations under the Indenture, the 2019 Indenture, the Revolving Credit Facility Agreement and the Intercreditor Agreement and any security granted by such Holding Company in respect of the Indenture and the New Notes will be released. In such a case, new security documents in respect of collateral to be retaken and that will remain in place following an IPO Pushdown may need to be executed and be subject to new hardening periods.

The New Notes will initially be held in book-entry form, and therefore you must rely on the procedures of the relevant clearing systems to exercise any rights and remedies.

The New Notes will be issued in fully registered form. The Regulation S Global Notes and the Rule 144A Global Notes will be deposited, on the closing date, with, or on behalf of, a common depositary for the accounts of Euroclear and Clearstream and registered in the name of the nominee of the common depositary.

Ownership of beneficial interests in the Global Notes (the “*Book-Entry Interests*”) will be limited to persons that have accounts with Euroclear and/or Clearstream, or persons that hold interests through such participants. Book-Entry Interests will be shown on, and transfers thereof will be effected only through, records maintained in book-entry form by Euroclear and/or Clearstream, as applicable, and their participants. Owners of beneficial interests in the Global Notes will not be entitled to receive definitive notes in registered form, except under the limited circumstances described in “*Book-Entry: Delivery and Form—Definitive Registered Notes*.” So long as the New Notes are held in global form, holders of Book-Entry Interests will not be considered the owners or “holders” of Global Notes. The common depositary for Euroclear and/or Clearstream, or its nominee, as applicable, will be considered the sole holders of Global Notes.

Payments of any amounts owing in respect of the Global Notes (including principal, premium, interest and additional amounts, if any) will be made by the Issuer to the Paying Agent. The Paying Agent will, in turn, make such payments to the common depositary or its nominee for Euroclear and/or Clearstream, as applicable. The common depositary or its nominees, will in turn distribute such payments to participants in accordance with its procedures. After payment to the common depositary or its nominee for Euroclear and/or Clearstream, we will have no responsibility or liability for the payment of interest, principal or other amounts to the holders of Book-Entry Interests. Accordingly, if you hold a Book-Entry Interest, you must rely on the procedures of Euroclear and Clearstream, as applicable, and, if you are not a participant Euroclear and/or Clearstream, as applicable, on the procedures of the participant through which you hold your interest, to exercise any rights and obligations of a holder of New Notes under the Indenture.

Unlike the holders of the New Notes themselves, holders of Book-Entry Interests will not have the direct right to act upon the Issuer’s solicitations for consents, requests for waivers or other actions from holders of the New Notes. Instead, if you hold a Book-Entry Interest, you will be permitted to act only to the extent you have received appropriate proxies to do so from Euroclear or Clearstream, as applicable. The procedures implemented for the granting of such proxies may not be sufficient to enable you to vote on a timely basis.

Similarly, upon the occurrence of an event of default under the Indenture, unless and until Definitive Registered Notes are issued in respect of all Book-Entry Interests, if you hold a Book-Entry Interest, you will be restricted to acting through Euroclear or Clearstream, as applicable. The procedures to be implemented through Euroclear or Clearstream, as applicable, may not be adequate to ensure the timely exercise of rights under the New Notes.

The New Floating Rate Notes will be initially issued with a temporary ISIN and Common Code.

Once the New Floating Rate Notes offered hereby have become freely tradeable upon the expiration of the restrictive period under Regulation S, the date which is 40 days after the later of the date of the original issuance of the New Floating Rate Notes and the last date on which we or any of our affiliates were the owner of the New Floating Rate Notes, we expect that the New Floating Rate Notes will share a single ISIN and common code with the 2028 Floating Rate Notes sold outside the United States pursuant to Regulation S (the “*Regulation S 2028 Floating Rate Notes*”) and the New Floating Rate Notes and the Regulation S 2028 Floating Rate Notes will thereafter be fungible. However, in the event that we are unable to transfer the New Floating Rate Notes to the permanent ISIN and common code, the New Floating Rate Notes will continue to trade under separate ISIN and common codes to the Regulation S 2028 Floating Rate Notes, which

may adversely affect the liquidity of the New Floating Rate Notes and may cause the New Floating Rate Notes to trade at different prices than the Regulation S 2028 Floating Rate Notes.

There may not be an active trading market for the New Notes, in which case your ability to sell the New Notes may be limited.

We cannot assure you as to the liquidity of any market in the New Notes, your ability to sell the New Notes or the prices at which you would be able to sell the New Notes.

Future trading prices for the New Notes will depend on many factors, including, among other things, prevailing interest rates, our operating results and the market for similar securities. Historically, the market for non-investment grade securities has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the New Notes. The liquidity of a trading market for the New Notes may be materially adversely affected by a general decline in the market for similar securities and is subject to disruptions that may cause volatility in prices. The trading market for the New Notes may attract different investors and this may affect the extent to which the New Notes may trade. It is possible that the market for the New Notes will be subject to disruptions. Any such disruption may have a negative effect on you, as a holder of the New Notes, regardless of our prospects and financial performance. As a result, there is no assurance that there will be an active trading market for the New Notes. If no active trading market develops, you may not be able to resell your holding of the New Notes at a fair value, if at all.

Although application will be made for the New Notes to be listed on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on the Euro MTF Market, there can be no assurances that the New Notes will be or remain listed on the Exchange or that such admission to trade the New Notes on the Euro MTF Market will be granted. Although no assurance is made as to the liquidity of the New Notes as a result of the listing, failure to be approved for listing or the delisting (whether or not for an alternative admission to listing on another stock exchange) of the New Notes, as applicable, from the Exchange may have a material adverse effect on a holder's ability to resell the New Notes, as applicable, in the secondary market.

In addition, the Indenture allows us to issue additional notes in the future, which could materially adversely impact the liquidity of the relevant New Notes.

Credit ratings may not reflect all risks, are not recommendations to buy or hold securities and may be subject to revision, suspension or withdrawal at any time.

We expect the New Notes to be publicly rated by two recognized international rating agencies. The ratings may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed herein and other factors that may affect the value of the New Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by the rating agency at any time. No assurances can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be lowered or withdrawn entirely by the credit rating agency if, in its judgment, circumstances in the future so warrant. A suspension, reduction or withdrawal at any time of the credit rating assigned to the relevant New Notes by one or more of the credit rating agencies may adversely affect the cost and terms and conditions of our financings and could materially adversely affect the value and trading of such New Notes.

The transferability of the Notes may be limited under applicable securities laws.

The New Notes have not been, and will not be, registered under the U.S. Securities Act or the securities laws of any state or any other jurisdiction and, unless so registered, may not be offered or sold in the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and the applicable securities laws of any state or any other jurisdiction. The New Notes are not being offered for sale in the United States except to "qualified institutional buyers" in accordance with Rule 144A. We have not agreed to or otherwise undertaken to register the New Notes with the U.S. Securities and Exchange Commission (including by way of an exchange offer). See "Transfer Restrictions." It is the obligation of holders of the New Notes to ensure that their offers and sales of the New Notes within the United States and other countries comply with applicable securities laws.

The interests of holders of each series of the New Notes and the 2028 Notes may be inconsistent.

The New Notes will be issued, and the 2028 Notes have been issued pursuant to the Indenture and will vote as a single class with respect to amendments, waivers or other modifications of the Indenture other than with respect to amendments, waivers or other modifications that will only affect the relevant series of 2028 Notes or New Notes as the case may be. The New Fixed Rate Notes will have a different interest rate, call schedule and call protection and will have other features that will differ from the 2028 Notes or the New Floating Rate Notes. As a result of these differences, the interests of holders of each series of Notes could conflict. In addition, the holders of one series of Notes may be in a position

to agree to certain terms in a consent solicitation that would be beneficial to such series of Notes but adverse to the economic interest of the other series of Notes; however, to the extent the relevant amendment or waiver is approved by the holders of a majority in aggregate principal amount of the Notes then outstanding (subject to the limited exceptions described above), all holders of the Notes (including holders of the New Notes) will be bound by such amendment. Furthermore, subject to certain restrictions, further series of additional notes may be issued under the Indenture which have different terms in respect of currency, interest rate and certain other matters. Such additional notes will generally vote as a single class with other series of notes issued under the Indenture but may have interests that differ from the holders of any other series of notes issued under the Indenture, including the New Notes.

Risks Related to our Structure

The interests of Blackstone may conflict with your interests as a holder of the New Notes.

The interests of the Group's controlling shareholder, Blackstone or the other Blackstone entities may conflict with yours as a holder of the New Notes, particularly if the Group encounters financial difficulties or is unable to pay the Group's debts when due. Blackstone has (directly or indirectly) the power to, among other things, affect the Group's legal and capital structure and its day to day operations and may have an incentive to increase the value of its investments or cause the Group to distribute funds at the expense of the Group's financial condition. In addition, Blackstone has the power to determine the Group's board of directors and appoint new officers and management and, therefore, effectively controls many other major decisions regarding the Group's operations. Blackstone may also have an interest in pursuing acquisitions, divestitures, financings or other transactions that, in their judgment, will enhance their equity investments, although such transactions might involve risks to you as a holder of New Notes. For example, Blackstone could vote to cause us to incur additional indebtedness, to sell certain material assets or pay dividends, in each case so long as the Indenture so permits. The incurrence of additional indebtedness would increase our debt service obligations and the sale of certain assets could reduce our ability to generate sales, each of which could adversely affect you as a holder of New Notes. In addition, Blackstone may own businesses that directly compete with ours or do business with us. The Group cannot assure you that the interests of Blackstone will not conflict with your interests as a holder of the New Notes. The purchase agreement between the Issuer and the Initial Purchasers will not restrict the ability of the funds and the affiliates of Blackstone to buy or sell the New Notes in the future, and as a result, Blackstone may buy or sell New Notes in open market transactions at any time following the consummation of the Offering.

The New Notes and each of the Guarantees will be structurally subordinated to the liabilities of non-Guarantor members of the Group.

Some, but not all, of the members of the Group will guarantee the New Notes and will provide guarantees with respect to the New Notes. As of and for the twelve months ended September 30, 2023, the Guarantors represented 32.3% of the Group's revenue, 45.7% of the Group's EBITDA (excluding the negative EBITDA of the Company and certain other subsidiaries) and 27.4% of the Group's total assets (excluding goodwill assets). As at September 30, 2023, after giving effect to the Refinancing Transactions, the Company's subsidiaries that will not guarantee the New Notes would have had €213.7 million of indebtedness outstanding. Unless a member of the Group is a Guarantor, such member will not have any obligations to pay amounts due under the New Notes or to make funds available for that purpose. Generally, holders of indebtedness of, and trade creditors of, non-guarantor companies, including lenders under bank financing agreements, are entitled to payments of their claims from the assets of such non-guarantor companies before these assets are made available for distribution to any guarantor, as a direct or indirect shareholder.

Accordingly, in the event that any non-guarantor company becomes insolvent, is liquidated, reorganized or dissolved or is otherwise wound up other than as part of a solvent transaction:

- the creditors of the Issuer (including the holders of the New Notes) and the Guarantors will have no right to proceed against the assets of such company; and
- creditors of such non-guarantor company, including trade creditors, will generally be entitled to payment in full from the sale or other disposal of the assets of such company before any Guarantor, as a direct or indirect shareholder, will be entitled to receive any distributions from such subsidiary.

As such, the New Notes and each Guarantee will be structurally subordinated to the creditors (including trade creditors) and any preferred stockholders of our non-guarantor subsidiaries.

The Group's significant leverage and debt service obligations could materially adversely affect its business and prevent it from fulfilling its obligations with respect to the New Notes and the Guarantees.

The Group currently has, and after the completion of this Offering will continue to have, a significant amount of outstanding debt and debt service requirements. As of September 30, 2023, after giving effect to the Refinancing

Transactions, the Group's total debt would have been €2,707.2 million, which reflects the New Notes and other borrowings. See "*Capitalization*."

The Group's significant leverage could have important consequences for its business and for holders of the New Notes, including, but not limited to:

- making it difficult to satisfy its obligations with respect to the New Notes and other debts and liabilities;
- increasing vulnerability to, and reducing its flexibility to respond to, general adverse economic and industry conditions;
- requiring the dedication of a substantial portion of its cash flow from operations to the payment of principal of, and interest on, indebtedness, thereby reducing the availability of such cash flow to fund working capital, capital expenditures (including the development of the Group's renewables businesses), acquisitions, joint ventures, product research and development or other general corporate purposes;
- limiting its flexibility in planning for, or reacting to, changes in its business and the competitive environment and the industry in which the Group operates;
- placing the Group at a disadvantage to its competitors, to the extent that they are not as highly leveraged;
- restricting us from pursuing strategic acquisitions or exploiting certain business opportunities; and
- limiting its ability to borrow additional funds and increasing the cost of any such borrowing.

Any of the foregoing or other consequences or events could have a material adverse effect on the Group's ability to satisfy its debt obligations, including the New Notes. The Group's ability to make payments on and refinance its debt and to fund acquisitions, working capital, capital expenditures and other expenses will depend on its future operating performance and ability to generate cash from operations. The Group's ability to generate cash from operations is subject, in large part, to general economic, competitive, legislative, regulatory factors and other factors that are beyond its control. Therefore, the Group may not be able to generate sufficient cash flow from operations or obtain enough capital to service its debt, or to fund its working capital needs, or capital expenditure. For a discussion of our cash flows and liquidity, see "*Operating and Financial Review and Prospects—Liquidity and Capital Resources—Historical Cash Flows*."

We are subject to restrictive covenants under our Revolving Credit Facility Agreement, the Indenture, the 2019 Indenture and the PIK Indenture, which could impair our ability to run our business.

Restrictive covenants under the Revolving Credit Facility Agreement, the Indenture, the 2019 Indenture and the PIK Indenture may restrict our ability to operate our business. Our failure to comply with these covenants, including as a result of events beyond our control, could result in an event of default that could materially adversely affect our financial condition and results of operations.

The Revolving Credit Facility Agreement, the Indenture, the 2019 Indenture and the PIK Indenture contain negative covenants restricting, among other things, our ability to:

- make certain loans or investments;
- incur indebtedness or issue guarantees;
- sell, lease, transfer or dispose of assets and subsidiary stock;
- merge or consolidate with other companies;
- transfer all or substantially all of our assets;
- pay dividends and make other restricted payments;
- create or incur liens;
- agree to limitations on the ability of our subsidiaries to pay dividends or make other distributions; and

- enter into transactions with affiliates.

The restrictions contained in the Revolving Credit Facility Agreement, the Indenture, the 2019 Indenture and the PIK Indenture could affect our ability to operate our business and may limit our ability to react to market conditions or take advantage of potential business opportunities as they arise. For example, such restrictions could adversely affect our ability to finance our operations, make strategic acquisitions, investments or alliances, restructure our organization or finance our capital needs. Additionally, our ability to comply with these covenants and restrictions may be affected by events beyond our control. These include prevailing economic, financial and industry conditions. If we breach any of these covenants or restrictions, we could be in default under the Revolving Credit Facility Agreement, the Indenture, the 2019 Indenture or the PIK Indenture.

If there were an event of default under any of our debt instruments that is not cured or waived, the holders of the defaulted debt could terminate their commitments thereunder and cause all amounts outstanding with respect to such indebtedness to be due and payable immediately, which in turn could result in cross defaults under our other debt instruments, including the New Notes. Any such actions could force us into bankruptcy or liquidation, and we may not be able to repay our obligations under the New Notes in such an event.

USE OF PROCEEDS

The proceeds of the Offering will be used (i) to redeem the entire outstanding amount of the 2025 Notes issued under the 2019 Indenture, (ii) for distribution to LHMC Finco 2 S.à r.l. in order to repay a portion of the outstanding amount of its PIK Notes issued under the PIK Indenture, (iii) to redeem a portion of the outstanding amount of the 10.375% 2027 Notes issued under the 2019 Indenture, (iv) to pay the accrued and unpaid interest in respect of the 2025 Notes and the PIK Notes being redeemed and the redemption premium and accrued and unpaid interest in respect of the 10.375% 2027 Notes being redeemed as well as fees and expenses associated with the Offering and (v) for general corporate purposes.

The following table sets forth the estimated sources and uses of the funds necessary to consummate the Refinancing Transactions. Such amounts are subject to adjustments and may differ from the actual amounts depending on several factors, including the actual Issue Date, the redemption date of the 2025 Notes, the PIK Notes and the 10.375% 2027 Notes and differences from the Group's estimated fees and expenses.

Sources	Amount (€ million)	Uses	Amount (€ million)
New Fixed Rate Notes offered hereby ⁽¹⁾	450.0	Redemption of 2025 Notes ⁽³⁾	390.0
New Floating Rate Notes offered hereby ⁽²⁾ .	200.0	Distribution for partial redemption of PIK Notes ⁽⁴⁾	200.0
		Partial redemption of 10.375% 2027 Notes ⁽⁵⁾	42.5
		Redemption premium on 10.375% 2027 Notes ⁽⁶⁾	1.3
		Estimated interest, fees and expenses ⁽⁷⁾	7.5
		Cash on balance sheet	8.7
Total sources	650.0	Total uses	650.0

- (1) Represents the principal amount and gross proceeds of the New Fixed Rate Notes offered hereby, at an issue price at par.
- (2) Represents the principal amount of the New Floating Rate Notes offered hereby. The gross proceeds of the New Floating Rate Notes will be €202,500,000 reflecting an issue price of 101.250%.
- (3) Represents the redemption at par for the entire outstanding principal amount of the 2025 Notes.
- (4) Represents the distribution to LHMC Finco 2 S.à r.l. for the redemption at par for €200.0 million aggregate principal amount of the PIK Notes.
- (5) Represents the redemption of 10% of the aggregate principal amount of the 10.375% 2027 Notes.
- (6) Represents the redemption premium payable at a redemption price of 103% of €42.5 million in respect of the 10.375% 2027 Notes.
- (7) Represents (i) estimated accrued and unpaid interest to, but excluding, the redemption date of €390.0 million in respect of the 2025 Notes, (ii) estimated accrued and unpaid interest to, but excluding, the redemption date of €200.0 million in respect of the PIK Notes, (iii) the estimated accrued and unpaid interest to, but excluding, the redemption date of €42.5 million in respect of the 10.375% 2027 Notes, in each case, assuming a redemption date of February 13, 2024, and (iv) estimated fees and expenses associated with the Offering, including fees of the Initial Purchasers in connection with the Offering and other costs and professional fees relating to the Refinancing Transactions.

CAPITALIZATION

The following table sets forth the consolidated cash and cash equivalents and the capitalization of the Company:

- on a historical basis, derived from the Company's unaudited interim condensed consolidated financial statements as of and for the nine months ended September 30, 2023; and
- as adjusted to give effect to the Refinancing Transactions as described in "Use of Proceeds" as if they had occurred on September 30, 2023.

This table should be read in conjunction with "Use of Proceeds," "Operating and Financial Review and Prospects," "Description of Other Indebtedness" and the financial statements included elsewhere in this Offering Memorandum.

(in € millions)	As of September 30, 2023	
	Actual (unaudited)	Adjusted (unaudited)
Cash and cash equivalents	231.5	240.2
Indebtedness:		
Revolving Credit Facility ⁽¹⁾	—	—
2025 Notes ⁽²⁾	390.0	—
4.500% 2027 Notes ⁽³⁾	615.0	615.0
10.375% 2027 Notes ⁽⁴⁾	425.0	382.5
2028 Floating Rate Notes ⁽⁵⁾	325.0	325.0
2028 Fixed Rate Notes ⁽⁶⁾	375.0	375.0
New Notes offered hereby	—	650.0
Capitalized financing costs ⁽⁷⁾	(36.6)	(41.7)
Capitalization of operating leases ⁽⁸⁾	287.4	287.4
Other third-party indebtedness ⁽⁹⁾	114.0	114.0
Total Financial Indebtedness	2,494.8	2,707.2
Equity⁽¹⁰⁾	307.2	103.5
Total capitalization	2,802.0	2,810.7

- (1) The Group entered into the Revolving Credit Facility Agreement on June 22, 2018 which was amended and restated on August 1, 2022 and which includes the Revolving Credit Facility. The Revolving Credit Facility provides for revolving commitments of up to €275.0 million. The Revolving Credit Facility matures on December 15, 2026. The Revolving Credit Facility may be used for financing or refinancing the general corporate purposes and/or working capital purposes of the Group. See "Description of Other Indebtedness—Revolving Credit Facility."
- (2) The actual amount represents the aggregate outstanding principal amount of the 2025 Notes as of September 30, 2023 and the adjusted amount reflects the redemption in full of the 2025 Notes in connection with the Refinancing Transactions and the use of proceeds therefrom.
- (3) Represents the aggregate outstanding principal amount of the 4.500% 2027 Notes issued on September 27, 2021 as of September 30, 2023.
- (4) The actual amount represents the aggregate outstanding principal amount of the 10.375% 2027 Notes as of September 30, 2023 and the adjusted amount reflects the partial redemption of the 10.375% 2027 Notes in connection with the Refinancing Transactions and the use of proceeds therefrom. See "Use of Proceeds."
- (5) Represents the aggregate outstanding principal amount of the 2028 Floating Rate Notes issued on July 19, 2023 as of September 30, 2023.
- (6) Represents the aggregate outstanding principal amount of the 2028 Fixed Rate Notes issued on July 19, 2023 as of September 30, 2023.
- (7) The actual amount represents debt issuance costs in relation to the 2025 Notes, the 2027 Notes and the 2028 Notes. The adjusted amount includes €8.8 million of expected debt issuance costs in relation to the Refinancing Transactions, less capitalized financing costs of €3.7 million relating to the 2025 Notes and the 10.375% 2027 Notes that will be written-off in connection with their redemption. See "Use of Proceeds."
- (8) Represents capitalization of operating leases recorded under "lease liabilities" as non-current liabilities and current liabilities.
- (9) Represents (i) bank debt of €62.5 million recorded under "Credit institutions" as non-current liabilities and current liabilities, (ii) finance lease obligations of €0.9 million recorded under "Credit institutions" as non-current liabilities and current liabilities, (iii) promissory notes and other loans of €31.1 million recorded under "Other creditors" as non-current liabilities and current liabilities and (iv) €19.4 million accrued and unpaid interest on the 2025 Notes, the 2027 Notes and the 2028 Notes. See "Description of Other Indebtedness—Debt of the Group."
- (10) Adjusted to reflect the distribution of €200.0 million to LHMC Finco 2 S.à r.l. in order to repay a portion of the outstanding amount of its PIK Notes issued under the PIK Indenture and the write-off of €3.7 million of capitalized financing costs associated with the 2025 Notes and the 10.375% 2027 Notes being redeemed.

SELECTED FINANCIAL AND OTHER INFORMATION

In this Offering Memorandum, we present the Company's unaudited interim condensed consolidated financial statements as of and for the nine months ended September 30, 2022 and 2023, the Company's consolidated financial statements as of and for the years ended December 31, 2020, 2021 and 2022, in each case, prepared in accordance with IFRS as adopted by the European Union. The Company's consolidated financial statements as of and for the years ended December 31, 2020, 2021 and 2022 have been audited by Ernst & Young S.L. The Company's consolidated financial statements as of and for the year ended December 31, 2020 have also been jointly audited by Cortés & Pérez Auditores y Asesores Asociados, S.L. Their auditors' reports thereon are included elsewhere in this Offering Memorandum. We present our consolidated financial statements in euro.

Unless otherwise indicated, the financial information presented in this Offering Memorandum as of and for the nine months ended September 30, 2022 and 2023 has been extracted from the Company's unaudited interim condensed consolidated financial statements as of and for the nine months ended September 30, 2023; the financial information as of and for the years ended December 31, 2021 and 2022 has been extracted from the Company's consolidated financial statements as of and for the year ended December 31, 2022; and the financial information as of and for the year ended December 31, 2020 has been extracted from the Company's consolidated financial statements as of and for the year ended December 31, 2021.

We have presented below certain financial and other operating data as of and for the years ended December 31, 2020, 2021 and 2022 and for the nine months ended September 30, 2022 and 2023. The historical financial and other data presented as of and for the year ended December 31, 2020 reflects the impact on our business of the COVID-19 pandemic as the majority of our casinos and gaming halls were closed during the government imposed lock-downs in the countries where we operate. The data as of and for the years ended December 31, 2021 and December 31, 2022 reflects the impact on our business of certain operations and jurisdictions that continued to be affected by the COVID-19 pandemic and where we were unable to resume normal operations. The data presented as of and for the nine months ended September 30, 2023 reflects the ordinary course operations of our business in a steady state without the impact of the COVID-19 pandemic.

Prior to January 1, 2023, our business divisions were categorized as follows: Casinos, Slots, Bingo, Business-to-Business ("B2B") and On-line Gaming & Betting. From January 1, 2023, in an effort to reduce the number of business divisions, make them homogenous and ease the comparability of our results and financial information, we changed the segmentation of our business divisions in our financial statements. From January 1, 2023, our business divisions are as follows: Casinos, Slots Spain, Slots Italy and On-Line Gaming & Betting. See "Business—Our Divisions" for further information.

In implementing these changes, our unaudited interim financial statements as of and for the nine months ended September 30, 2023 have been prepared on the basis of the new business divisions and comparative interim results for September 30, 2022 have been restated. Further, we have also prepared a restatement of our consolidated financial statements as of and for the year ended December 31, 2022 ("*Restated FY 2022 Financial Statements*") in order to make the financial information set forth therein comparable with our financial statements in the future. However, such restatement has not been audited or reviewed by our auditors. Our audited consolidated financial statements as of and for the years ended December 31, 2020, 2021 and 2022 included in this Offering Memorandum have been prepared on the basis of the previous classification of business divisions and have not been restated. Due to these changes, the consolidated financial statements and the historical financial and operating data derived from such financial statements and included in this Offering Memorandum may not be comparable. See "Operating and Financial Review and Prospects—Factors Affecting Comparability—Changes to Segment Reporting."

The selected historical consolidated financial information is qualified in its entirety by reference to, and should be read in conjunction with "Presentation of Financial and Other Information," "Summary—Summary Consolidated Historical and Other Information," "Operating and Financial Review and Prospects" and the consolidated financial statements included elsewhere in this Offering Memorandum.

Historical Financial Information

(in € millions)	For the year ended December 31,			For the nine months ended September 30,	
	2020 (audited)	2021 (audited)	2022 (audited)	2022 (unaudited)	2023 (unaudited)
Summary Profit and Loss Account Information:					
Operating revenues	1,013.6	1,337.3	2,038.9	1,463.9	1,779.0
Variable rent and other ⁽⁺⁾	(171.3)	(220.0)	(297.7)	(241.2)	(303.3)
Net operating revenues	842.4	1,117.3	1,741.2	1,222.7	1,475.7
Consumption	(29.7)	(45.6)	(64.3)	(31.7)	(42.4)

(in € millions)	For the year ended December 31,			For the nine months ended September 30,	
	2020	2021	2022	2022	2023
	(audited)	(audited)	(audited)	(unaudited)	(unaudited)
Personnel.....	(202.2)	(208.8)	(278.8)	(205.1)	(234.1)
Gaming taxes	(304.9)	(319.2)	(504.6)	(369.6)	(443.2)
External supplies and services.....	(179.5)	(212.2)	(341.1)	(218.4)	(288.9)
Depreciation, amortization and impairment	(326.5)	(305.7)	(297.8)	(223.5)	(234.1)
Changes in trade provisions	(8.6)	(0.5)	(4.8)	(2.2)	(2.3)
Earnings before interest and taxes.....	(209.0)	25.2	249.9	172.1	230.7
Financial results	(154.3)	(163.2)	(137.9)	(97.3)	(121.8)
Foreign exchange results.....	31.4	(18.2)	2.2	(0.2)	1.3
Results on sale of non-current assets.....	(1.7)	(2.3)	(5.0)	(0.8)	(2.4)
Profit before tax	(333.6)	(158.3)	109.2	73.9	107.7
Income tax.....	64.9	12.3	(29.6)	(18.7)	(33.6)
Minority interest.....	14.1	(4.7)	(23.0)	(17.3)	(23.9)
Net profit.....	(254.6)	(150.9)	56.6	37.8	50.3

(*) This line item has been changed from “Variable rent” payments to “Variable rent and other” payments in respect of the nine months ended September 30, 2022 and 2023 only. This line item remains as “Variable rent” payments in respect of the years ended December 31, 2020, 2021 and 2022. “Variable rent and other” refers to the amount collected from slot machines that are payable to the owner of the premises on a revenue-sharing basis, channel costs in the On-line Gaming & Betting Division (such as referral fees and fees to point-of-sale operators) and contractual payments to sub-operators (which are based on a profit sharing formula that varies by sub-operator).

(in € millions)	As of December 31,			As of September 30,	
	2020	2021	2022	2022	2023
	(audited)	(audited)	(audited)	(unaudited)	(unaudited)
Summary Balance Sheet Information:					
Cash and cash equivalents.....	283.3	280.2	213.4	239.1	231.5
Total assets.....	3,372.4	3,262.0	3,270.4	3,410.5	3,446.8
Total debt ⁽¹⁾	2,654.1	2,642.1	2,484.4	2,528.0	2,494.8
Total net debt ⁽²⁾	2,370.8	2,361.9	2,271.0	2,288.9	2,263.2
Total shareholders' equity.....	259.1	122.7	224.2	258.0	307.2

(1) Total debt of €2,494.8 million as of September 30, 2023 was comprised of (i) bank debt of €62.5 million recorded under “Credit institutions” as non-current liabilities and current liabilities, (ii) €2,112.8 million recorded under “Bonds” as non-current liabilities and current liabilities, representing €390.0 million of the 2025 Notes, €1,040.0 million of the 2027 Notes, €700.0 million of the 2028 Notes and €19.4 million of accrued and unpaid interest on the 2025 Notes, the 2027 Notes and the 2028 Notes, net of aggregate capitalized financing costs of €36.6 million, (iii) capitalization of operating leases of €287.4 million recorded under “lease liabilities” as non-current liabilities and current liabilities and (iv) other third-party indebtedness, representing finance lease obligations of €0.9 million recorded under “Credit institutions” as non-current liabilities and current liabilities and promissory notes and other loans of €31.1 million recorded under “Other creditors” as non-current liabilities and current liabilities.

(2) We define total net debt as total debt less cash and cash equivalents.

(in € millions)	For the year ended December 31,			For the nine months ended September 30,	
	2020	2021	2022	2022	2023
	(audited)	(audited)	(audited)	(unaudited)	(unaudited)
Consolidated statement of cash flows:					
Net cash flows from operating activities ⁽¹⁾	84.5	367.5	513.7	387.2	418.6
Net cash flows used in investing activities.....	(117.1)	(134.4)	(219.3)	(143.7)	(166.9)
Net cash flows from/(used in) financing activities ⁽¹⁾	163.0	(235.4)	(361.7)	(284.6)	(235.3)

(1) For the year ended December 31, 2021 and onwards, “gaming taxes, payable” have been re-classified from being an item under cash flows from operating activities to an item under cash flows (used in) financing activities.

OPERATING AND FINANCIAL REVIEW AND PROSPECTS

In the discussion and analysis below, where we discuss the results of operations, cash flows and working capital requirements for the nine months ended September 30, 2023 compared to the nine months ended September 30, 2022, we have derived the financial information for these periods from the Company's unaudited interim condensed consolidated financial statements as of and for the nine months ended September 30, 2023. In the discussion and analysis below, where we discuss the results of operations, cash flows and working capital requirements for the year ended December 31, 2022 compared to the year ended December 31, 2021, we have derived the financial information for these periods from the Company's consolidated financial statements as of and for the year ended December 31, 2022. In the discussion and analysis below, where we discuss the results of operations, cash flows and working capital requirements for the year ended December 31, 2021 compared to the year ended December 31, 2020, we have derived the financial information for these periods from the Company's consolidated financial statements as of and for the year ended December 31, 2021.

You should read the following discussion together with the sections entitled "Forward-Looking Statements," "Selected Financial and Other Information," "Risk Factors" and "Presentation of Financial and Other Information."

Overview

We believe we are one of the leading gaming companies in Spain, Italy, as well as in several countries in Latin America (with a focus on Panama, Colombia, Mexico, Costa Rica and Peru), engaged in the operation of slot machines, casinos and gaming halls. We also offer on-line gaming and sports betting products through outlets and betting machines in Spain as well as some betting operations in Colombia, Panama, Peru, Mexico and Italy. We also manufacture slot machines for the Spanish market. As of September 30, 2023, we operated 82,169 gaming machines, 435 casinos and gaming halls, 660 gaming tables and 2,491 betting points.

Recent Developments

Macroeconomic and geopolitical environment

Our business and results of operations may be adversely impacted by macroeconomic and geopolitical developments. Public demand for our services is influenced by general economic conditions, including inflation, global health epidemics/pandemics and customer preferences. Economic contraction, heightened inflation, economic and political uncertainty and the perception by our customers of weak or weakening economic conditions may cause a decline in demand for entertainment in the forms of the gaming services that we offer. In addition, changes in discretionary consumer spending or consumer preferences could be driven by factors such as an unstable job market or perceived or actual disposable consumer income and wealth. Economic downturns and economic and political volatility in the various markets in which we operate may adversely affect our results of operations and financial condition. Further, heightened inflation and increase in commodity prices may have a negative impact on purchasing power and consumer spending, may result in reduced tourism and hence reduce the attendance of tourists in our casinos and gaming halls, all of which could have an adverse effect on our business and cash flows. Consumer spending on gaming may also be negatively impacted by fluctuations in other macroeconomic factors which influence consumer spending, such as unemployment rates, tax rates and general consumer confidence.

Furthermore, there is political and social unrest in several regions and countries, amid the global threat of terrorism, which has increasingly targeted Europe and more recently, the Middle East region. The recent attacks in Israel by Hamas on October 7, 2023 and the conflict that followed in the Gaza Strip has created an unstable geopolitical environment in the Middle East. Further to rising inflation rates, the military invasion of Ukraine by the Russian Federation on February 24, 2022 has resulted in certain sanctions being imposed by the United States, the European Union, the United Kingdom and other jurisdictions (including the freezing of the assets related to the Russian government and individuals as well as exclusion of certain Russian financial institutions from the SWIFT messaging system), all of which has negatively impacted the global economy and financial markets. Furthermore, the imposition of sanctions on the Russian Federation, higher energy costs and commodity prices, cyber disruptions or attacks, heightened general operating risks and disruption of logistic chains in Europe, have resulted in economic instability, market volatility and heightened inflation, all of which could adversely impact our business, results of operations, financial condition and prospects. Additionally, the rising tensions between Russia on one hand and the United States, United Kingdom and the EU on the other, particularly in relation to Russia's actions in Ukraine and other geopolitical uncertainties (including escalating tensions in certain regions of the world) as well as volatility in commodity prices or a negative market reaction to central bank policies may affect the growth of the Spanish economy and other countries in which we operate. Moreover, the economic slowdown in Spain, coupled with the rise of inflation in the European Union, has resulted in fluctuations in the availability of financing sources which ultimately could have an effect on our revenue margins and the funds available for capital expenditure. Any of these factors could have a material adverse effect on our business, results of operations, financial condition and prospects.

The Group has no direct exposure to Israel, the Gaza Strip, Ukraine or Russia as none of our assets are located in these markets. However, we cannot predict the impact of the rising conflict between Israel and Hamas, which controls the Gaza Strip, or of Russian actions in Ukraine and any heightened military conflict or geopolitical instability that may follow, including heightened operating risks and production disruptions in the Middle East, Russia and Europe, additional sanctions or counter-sanctions, heightened inflation, market volatility, cyber disruptions or attacks, higher energy costs, higher manufacturing costs, disruptions in raw materials supplies, increased raw material costs and higher supply chain costs. See also *“Risk Factors—Risks Relating to the Gaming Industry and Our Business—Our business may be negatively impacted by the economic volatility and political conditions in Spain and other markets in which we operate, including the recent conflict in Israel and the Gaza Strip, Russia’s actions in Ukraine, higher energy costs and commodity prices, disruption of logistic chains and other geopolitical and macroeconomic factors.”*

Segment Reporting

Prior to January 1, 2023, we were organized into five business divisions: Slots, Casinos, Bingo, B2B and On-line Gaming & Betting. In January 2023, in an effort to reduce the number of business divisions, make them homogenous and ease the comparability of our results and financial information, we changed the segmentation of our business divisions in our financial statements. Accordingly, from January 1, 2023, we have four business divisions which are as follows: Casinos, Slots Spain, Slots Italy and On-line Gaming & Betting. See also *“Presentation of Financial and Other Information.”*, *“—Factors Affecting Comparability—Changes to Segment Reporting.”* and *“Business—Overview—Our Divisions.”*

Our primary basis of segment reporting is by business division, which reflects the management structure of our business, our system of internal financial reporting and what we believe to be the predominant source of the risks and returns in our business. We report net operating revenues, EBIT, EBITDA and profit/(loss) after tax for each of our business divisions.

Our secondary basis of segment reporting is geographic, and we report operating revenues and total assets for Spain (which includes our Moroccan operations), Latin America and Italy. See note 3.2 to our consolidated financial statements as of and for the year ended December 31, 2022.

In this operating and financial review, one of the key measures that we utilize to assess and analyze our performance and the performance of our divisions is EBITDA, which on a consolidated basis we define as profit before tax, depreciation, amortization and impairment, financial results, foreign exchange results and loss on sale of non-current assets. We view EBITDA as providing a more useful tool to assess and analyze the performance of the Group and our business divisions and our overall liquidity than operating profit or net result.

Results of Operations Attributable to Joint Arrangements

Based on the application of IFRS 11 and in accordance with the equity method of accounting, financial results of arrangements where the Group does not have a right to control the significant activities of a company are not consolidated in the financial statements regardless of equity ownership.

The following table sets forth the EBITDA attributable to equity method joint arrangements. This table does not account for EBITDA attributable to minority interests that exist within the Group.

(in € millions)	Year ended December 31		
	2020	2021	2022
EBITDA	126.1	331.4	552.5
EBITDA of Equity Method Joint Arrangements:			
AOG	(1.0)	(1.3)	(0.2)
Montecarlo Andalusia	0.7	0.9	1.2
UORSA	1.5	3.4	4.2
Others	(0.5)	0.0	0.7
Total	126.8	334.4	558.4

Latin American Currency Effects

Our Latin American businesses account for a significant and increasing portion of the operating revenues, EBIT and EBITDA of the Group generally and our Casinos Division in particular. The results of operations and financial position of the Group and our Casinos Division, in particular, have from time to time been adversely affected by currency movements. During the period under review, the currency movements that have had the most significant effect on our results of operations have been the appreciation of local currencies against the euro (except the Colombian peso) that had a positive impact on our results of operations. We expect that our results of operations and financial condition will continue

to be impacted by the effect of currency movements on our Latin American businesses in the future. We generally have not entered into currency hedging transactions in the past and, other than to a limited extent, do not intend to enter into currency hedging transactions in the foreseeable future.

During 2021 and 2022, the depreciation of the Colombian peso against the euro adversely affected our results of operations. The average exchange rate of the Colombian peso against the euro over this period decreased by 0.3%. During 2022, the appreciation of the U.S. dollar against the euro has positively affected our results of operations. The average exchange rate of the U.S. dollar against the euro increased by 11.1% in the year ended December 31, 2022 compared to the year ended December 31, 2021.

During the nine months ended September 30, 2023, the appreciation of the U.S. dollar against the euro has negatively affected our results of operations. The average exchange rate of the U.S. dollar against the euro decreased by 2.4% compared to the nine months ended September 30, 2022.

Due to translation effects, in our historical consolidated financial statements, the depreciation of the Colombian peso, the U.S. dollar and the other local currencies against the euro have resulted in a decrease in euro terms of the revenues of our Colombian, Panamanian and other Latin American businesses. The impact of these translation effects has been partially offset due to the incurrence of most of the operating costs of these businesses in their respective local currencies.

The following table presents the average exchange rates of the euro used to prepare our financial information for each of the years and periods indicated:

One € Equals	Average Exchange Rate				
	In the year ended December 31,			For the nine months ended September 30,	
	2020	2021	2022	2022	2023
U.S. dollar.....	1.1470	1.1816	1.0500	1.0560	1.0816
Colombian Peso.....	4,274.6489	4,466.3337	4,478.7187	4,313.1939	4,732.2280
Mexican Peso	24.7889	24.0823	21.0387	21.3240	19.1189

Factors Affecting Comparability

Changes to Segment Reporting

Effective January 1, 2023, our business was reorganized into the following four business divisions: Casinos, Slots Spain, Slots Italy and On-line Gaming & Betting. For prior periods presented in this Offering Memorandum, our business was organized into five business divisions, being Slots, Casinos, Bingo, B2B and On-line Gaming & Betting. In implementing these changes, our unaudited interim financial statements as of and for the nine months ended September 30, 2023 have been prepared on the basis of the new business divisions and comparative interim results for September 30, 2022 have been restated. Further, we have also prepared a restatement of our consolidated financial statements as of and for the year ended December 31, 2022 (“*Restated FY 2022 Financial Statements*”) in order to make the financial information set forth therein comparable with our financial statements in the future. However, such restatement has not been audited or reviewed by our auditors. Our audited consolidated financial statements as of and for the years ended December 31, 2020, 2021 and 2022 included in this Offering Memorandum have been prepared on the basis of the previous classification of business divisions and have not been restated. Due to these changes, the consolidated financial statements and the historical financial and operating data derived from such financial statements and included in this Offering Memorandum may not be comparable.

For purposes of this “*Operating and Financial Review and Prospects*” and elsewhere in this Offering Memorandum (i) the historical financial and other operating data as of and for the years ended December 31, 2020, 2021 and 2022 is presented on the basis of our former five business Divisions and (ii) the financial and other operating data as of and for the nine months ended September 30, 2022 and 2023 is presented on the basis of our current four business Divisions. Further, we have also presented certain information for the twelve months ended September 30, 2023 on the basis of the new segment reporting. The information for the twelve months ended September 30, 2023 has been derived by subtracting our results of operations data for the nine months ended September 30, 2022 from our results of operations data derived from the Restated FY 2022 Financial Statements for the year ended December 31, 2022 and adding our results of operations data for the nine months ended September 30, 2023 (in each case, prepared on the basis of the new segment reporting).

See also “—*Recent Developments—Segment Reporting*” and “*Business—Overview—Our Divisions*” for further information.

Impact of COVID-19

In December 2019, a novel strain of coronavirus (COVID-19) was identified in Wuhan (China), rapidly spreading to nearly all regions around the world, including Spain and Italy, which caused the World Health Organization to declare COVID-19 a pandemic on March 11, 2020. In order to prevent the spread of the virus, governments around the world implemented travel restrictions, mandatory quarantines and self-isolations for infected people, business slowdowns or shutdowns, encouraging or requiring people to avoid large gatherings. Restrictions aimed at minimizing social contact and slowing down the spread of the virus varied from full lockdowns to closing retail stores, bars and restaurants. Furthermore, leisure activities and mass events were prohibited during such periods of lockdown. As a result of COVID-19 and the measures taken to prevent a further spread, our business was impacted globally in 2020 by the temporary closure and restrictions on opening hours and capacity of bars, casinos, arcades, gaming halls, sports betting and manufacturing facilities as a consequence of the guidelines given by the respective governments of the countries where we operate. Due to the temporary closure of our businesses during the major part of 2020 and 2021, our results of operations and cash flows for the years ended December 31, 2021 and December 31, 2022 may not be directly comparable to our operations and cash flows for the years ended December 31, 2020 and December 31, 2021, respectively. Further, as there can be no assurance as to whether further closures and restrictions will take effect, we are currently unable to estimate the magnitude of the impact on our business, and the results of operations and cash flows for future periods may not be comparable. See “—Key Factors Affecting Our Results of Operations—COVID-19.”

Key Factors Affecting Our Results of Operations

COVID-19

Effective March 30, 2020, we temporarily closed all our operations other than our online gaming and betting operations in accordance with the directives given by the countries in which we operate. The health and safety of our people and customers is critically important to us. Since the beginning of the outbreak of COVID-19, we have been following WHO and CDC guidance as a global organization as well as any particular guidance or directive given by the countries in which we operate.

Our revenues and operations were impacted by the temporary closure and restrictions on opening hours and capacity of bars, casinos, arcades, gaming halls, sports betting and manufacturing facilities, as a consequence of the guidelines given by the respective governments of the countries where we operate. The Group adopted several measures to mitigate the effects of this reduction in activity, including, among others, the following:

- *Improving our liquidity position:* As at September 30, 2023, the Group showed negative working capital amounting to €35.3 million, calculated as the difference between total current assets of €428.4 million and, total current liabilities of €463.7 million. Therefore, maximizing liquidity has been one of the primary objectives of the Group since the beginning of the COVID-19 pandemic. In order to meet this objective, we launched a cash management plan in the first quarter of 2020 to ensure maximum cash availability. As part of this emergency cash management plan, we had fully drawn our Revolving Credit Facility as of March 13, 2020. The Revolving Credit Facility was fully repaid on May 24, 2023. Additionally, in July 2020, we executed two new financing lines: (1) the Second Revolving Credit Facility, which originally matured in December 2021 but was repaid and cancelled in full on September 27, 2021 with the proceeds of the 4.500% 2027 Notes and (2) the Term Loan Facility, which originally matured in September 2025 but was repaid and cancelled in full on November 7, 2022. In September 2021, we issued the 4.500% 2027 Notes, the proceeds of which were used to repay the Second Revolving Credit Facility and redeem the U.S. dollar denominated notes issued under the 2018 Indenture and a portion of the 2023 Notes. Further, in November 2022, we issued the 10.375% 2027 Notes, the proceeds of which were used to redeem an additional portion of the outstanding amount of the 2023 Notes. Separately, several other credit lines with financial institutions have also been renewed and increased, providing the Group with additional liquidity when necessary, including extension of the maturity and increasing the size of the Revolving Credit Facility in August 2022.
- *Personnel expenses:* The Group made labor costs more flexible during 2020 through temporary labor force adjustment plans, mainly in Spain and Italy (in Spain, referred to as ERTE (expediente de regulación temporal de empleo) and in Italy, referred to as CIGO/CIGD/FIS (trattamenti di integrazione salariale con causale COVID-19)), that allowed businesses to suspend employment contracts or reduce staff hours due to and during force majeure circumstances, while applying for the state to pay a portion of employee wages. In the other markets where these types of plans do not exist, a combination of measures were implemented to reduce our costs and ensure that our employees are available for resuming operations as soon as local authorities permitted.
- *Fixed gaming taxes in Spain:* Spanish gaming associations, of which the Group is a significant member, negotiated a full or partial suspension and/or postponement in the payment of fixed taxes for fiscal years

2020 and 2021 in most of the Spanish tax jurisdictions in which we operate. This provided the Group with additional liquidity to manage its operations during temporary restrictions and closures.

- *Operating leases:* We renegotiated a majority of our lease arrangements during 2020 and 2021 in order to fully or partially suspend and/or postpone payments during the state of emergency in each of the countries in which the Group operated.
- *Other fixed expenses:* We have implemented a comprehensive cost reduction scheme by reviewing the terms and conditions with suppliers, cancelling contracts and/or implementing other cost reduction measures.

Our results of operations and profitability in each of our business Divisions were largely affected by the temporary closures and restrictions imposed by government guidance during the COVID-19 pandemic in 2020 and 2021. The strong COVID-19 vaccination momentum in our key markets has positively impacted the gaming market by enabling the economies to open up faster. The operating hours and permitted capacity in all of our markets increased given the recovery in various economies as the vaccine rollout progresses in the different countries in which we operate. As of September 30, 2023, all of our casinos are operational.

Casinos Division

Our Casinos Division is comprised of our Spanish retail gaming offering through our own managed halls and our casinos businesses in Latin America and Morocco. The revenues and profitability for our Casinos Division have been impacted by a variety of factors, in particular the COVID-19 pandemic due to the temporary closure and restrictions on opening of our gaming halls in Spain and other countries where we operate. Other factors include currency effects, the effects of acquisitions and opening new or expanded casinos, regulatory changes and location-specific factors. Our Casinos Division derives revenues primarily from gaming tables and slot machines which, in turn depend on the number of gaming tables and slot machines at each casino, the popularity of these games and the overall mix of gaming tables and slot machines. Revenues are also affected by the number of visitors to our casinos, the average visit length and the average amount wagered by visitors.

A majority of the revenues of our Casinos Division have been generated by our casinos in Latin America, principally by our casinos in Panama and Colombia, in which we have made significant investments. In recent years, we have also entered the Costa Rican market by acquiring seven casinos, acquired two additional casinos in the Dominican Republic and acquired 17 electronic casinos in Peru. In 2018, we acquired a casino in the Dominican Republic, which operated 17 tables and 161 slot machines as of September 30, 2023, for a total cash consideration of \$14 million.

In addition, in Spain and its adjacent markets, we acquired a casino in Las Palmas and have entered the adjacent market of Morocco with the acquisition of two casinos in the resort city of Agadir and one in Tanger.

Our revenues and profitability, as well as the comparability of our results from period to period, may be impacted by the acquisition of additional casinos and the opening of new casinos. Besides the costs of acquiring a casino license or a casino, we also incur costs in connection with the acquisition of new or additional slot machines for our casinos and the refurbishment of our casinos. We also incur start-up costs in connection with the hiring and training of staff for new casinos. It also typically takes a period of time before a newly opened casino attains profitability.

The performance of our Casinos Division is also affected by regulatory changes in the number of casino licenses issued, permitted slot machines per site, the minimum wager, licensing fees and taxes assessed on casinos and slot machines, as well as by systemic shifts in the regulatory framework. For example, our results of operations in Panama, Colombia and Peru have been impacted by increases in gaming taxes. In several of our casino locations, we presently operate the only casino in the area due to our exclusive license. In other locations, such as the Dominican Republic and Panama, we face competition from other casinos in the area. In addition to gaming industry regulation, our casinos may be impacted by other regulatory changes, such as the imposition of anti-smoking legislation.

Our bingo operations (which include our operation of gaming halls in Spain, Mexico and Panama, amongst others) are categorized under our Casinos Division. The majority of revenues from traditional gaming halls are derived from card sales. Card sales tend to increase with the availability of larger prize pools which, in turn, depends on the number of players during each game. Consequently, larger gaming halls generate more card sales. The development and implementation of linked gaming halls and similar technology also has the potential to generate more card sales.

The majority of the cost of running our gaming halls relates to employee expenses and gaming taxes. Increased profitability of our gaming hall operations depends on realizing operating efficiencies at gaming halls, principally through improved staffing practices and an increase in the average number of games played per day. The performance of our gaming hall operations may be affected by changes in gaming taxes. While gaming taxes on gaming halls in Spain have generally

been stable, there have been some initiatives to decrease gaming tax levels in order to stimulate the levels of customer participation.

As of September 30, 2023, we operated 28 casinos in Mexico. Our Mexican gaming hall operations have a broad entertainment offer, including casino-style slot machines, and gaming tables. As is the case with some of our other businesses, our Mexican gaming hall business has been impacted by changes in regulation and the regulatory environment. On November 16, 2023, the Mexican government amended the regulatory framework applicable to the gaming industry by prohibiting betting activities through slot machines, playing cards, dices and roulettes. Pursuant to the amendments to the Mexican gaming regulations, gaming operators with gaming permits currently in force may continue operating during the term of their respective permits or 15 years (if the term of the permit exceeds 15 years), but will not be eligible to renew the gaming permits beyond such period. So far, we believe that such regulatory changes have not had an adverse effect on the current operations of our business in Mexico; however, our Mexican subsidiaries have disputed the constitutionality of the amendments to the gaming regulations before the Mexican courts. See *“Business—Litigation—Challenge over gaming regulation amendments in Mexico.”* In 2018, we acquired a gaming hall in Guadalajara (Mexico), which operated 443 slot machines and 19 tables as of September 30, 2023, for a total cash consideration of €16 million. In addition, as a consequence of Hurricane Otis which affected Mexico in October 2023, our two casinos in Acapulco were temporarily closed, both of which have currently resumed operations.

On April 23, 2021, a legal reform was published in Mexico, limiting existing outsourcing and insourcing practices in Mexico, through which companies are able to subcontract employees that are not employed directly by operating companies. Employees shall only be subcontracted from third parties in the case of so-called specialized services. Such reform came into effect on September 1, 2021. Our Mexican subsidiaries have performed the necessary changes to comply with the abovementioned reform, including hiring directly the personnel required to operate its gaming halls in Mexico and merging the former insourcing companies into another company which will survive as the sole employer of personnel in Mexico.

Slots Spain Division

Revenues and profitability for our Slots Spain Division have generally been stable and predictable, except during the COVID-19 pandemic. Following a period of rapid growth due to the consolidation of the Spanish slots market, the size of our slot machines installed base in Spain has been relatively stable in recent years. In 2019, we added an additional 6,693 slot machines to our Spanish operations through the Giga Game Acquisition, increasing our Spanish slot machine operations by 21.3% based on the number of slot machines and driving revenue growth from our Slots Spain Division. We have generally focused on optimizing revenue per machine and profitability. Because of the minimum wager, gaming taxes and the payout per slot machine being regulated by law, we have concentrated on identifying and obtaining attractive sites to place our slot machines and controlling operating costs and expenses through efficient management. We monitor slot machine performance carefully to determine when to replace or relocate slot machines to improve profitability. As a part of our overall strategy to improve profitability, during the last several years we have eliminated underperforming slot machines. The total number of slot machines in the Spanish market has contracted in recent years, and we expect that this trend may continue, in particular, due to the impact of the COVID-19 pandemic. This contraction and the ongoing consolidation of the Spanish slots market present opportunities for acquisitions. We have continued to pursue selective acquisitions of attractive slot machine operations, such as through the acquisition of Giga Game System Operation, S.L.U. and certain of its subsidiaries in July 2019, and the addition of approximately 1,000 slots to our Slots Spain Division during 2022 and the first quarter of 2023.

Profitability in our Slots Spain Division is affected by the terms of our agreements with site owners and the agreements we enter into to acquire new route operations. When we acquire other slots operators in Spain, we frequently enter into participation agreements with the acquired operators to facilitate our acquisition or to retain the strategic benefits of the acquired slot operators' relationships with site owners. The participation agreements with sub-operators are profit sharing agreements, the terms of which vary by sub-operator. Payments to sub-operators are recorded in the segment results of the Slots Spain Division as an expense under Consumption. Our profitability is affected by the degree to which our locations are subject to these profit sharing arrangements. Approximately 27% of our slot machines were covered by such arrangements during the periods under review.

The performance of our Slots Spain Division is also affected by regulatory changes in Spain with respect to the number of slot machines permitted per site, the minimum wager, the maximum payout per slot machine, licensing fees and taxes assessed on slot machines. Costs associated with the regulatory environment in Spain have been relatively stable in recent years.

Our Slots Spain Division also houses our B2B business which engages in the development of interactive gaming systems and designs, manufactures and distributes slot machines and gaming kits for the Spanish market. We believe that among the key factors that drive the revenues and profitability of our B2B operation are the popularity of the new games for slot machines that we and our competitors introduce, the volume of slot machines that we sell in the Spanish market,

the product mix between slot machines and gaming kits, the mix between sales to third parties and to our own Slots Division and our ability to realize cost savings and operational efficiencies in our manufacturing operations. One of the key elements of our strategy is to concentrate on market leadership in the Spanish AWP slots market and interlinked gaming halls. In general, our margins benefit if we are able to attain a robust market share in the Spanish AWP slots market as a result of the popularity of our slot machine games.

Our manufacturing costs are comprised principally of materials, components and labor costs. Innovation is critical to the success of our slot machines and investment in research and development also accounts for a portion of our costs. A significant portion of the operating costs and expenses of our B2B business are fixed costs, although we have undertaken initiatives to move towards a more variable-cost model.

The interactive business of our B2B operations currently generates revenues from supporting our interlinked bingo games in Catalonia, Madrid and Andalusia.

Slots Italy Division

In respect of our Slots Italy Division, in addition to the five gaming halls we wholly own in Italy (as of September 30, 2023), we also function as a network system operator for slot machines and VLTs in Italy. The Italian slots and VLT market has been characterized by significant regulatory, tax and operational uncertainty. We made substantial investments from 2009 through 2013 in connection with the first-time deployment of VLTs. As described in “*Regulation—Italy*,” there were a number of developments in recent years that resulted in or may result in increased taxes and other costs for our Italian business in the near future, including increases to the gaming turnover (*Prelievo Erariale Unico – “PREU”*) taxes payable on slot machines. From September 1, 2018 to April 30, 2019, the PREU tax was 19.25% for slot machines and 6.25% for VLTs.

The amount of the PREU tax was subsequently increased by the 2019 Italian Budget Law, as amended by Law Decree January 28, 2019, No. 4 (converted into law March 28, 2019, No. 26), which provided for a further increase of the PREU tax, of 2% for slot machines and of 1.25% for VLTs, from January 1, 2019. Therefore, from January 1, 2019 to April 30, 2019, the PREU tax for slots was equal to 21.25% and for VLTs was equal to 7.50%; from May 1, 2019 to December 31, 2019, the PREU tax for slots was equal to 21.60% and for VLTs was equal to 7.90%.

Under the 2020 Italian Budget Law (Law No. 160 of December 27, 2019), from January 1, 2020, the amounts of the PREU tax on slot machines and VLTs have been further increased and are set respectively at 23.85% until December 31, 2020, and at 24% from January 1, 2021, of the collected bets for slot machines, and at 8.50% until December 31, 2020, and at 8.60% from January 1, 2021, of the collected bets for VLTs.

The above-mentioned rates replace those provided for by Article 9, paragraph 6, of Decree-Law No. 87 of July 12, 2018, converted, with amendments, by Law No. 96 of August 9, 2018, as amended by Article 1, paragraph 1051, of Law No. 145 of December 30, 2018, and by Article 27, paragraph 2, of Law Decree No. 4 of January 28, 2019, converted, with amendments, by Law No. 26 of March 28, 2019.

Article 1, paragraph 732 of the 2020 Italian Budget Law provides that, as from January 1, 2020, the percentage of the total amount of the bets to be paid out (pay-out) shall not be less than 65% for slot machines and 83% for VLTs (these new regulatory changes reducing the percentage of bets collected payable as winnings require other technical upgrades which may result in further investments in updates to or replacements of machines). The law also clarifies that the technical operations for the adjustment of the pay-out percentage shall be completed within 18 months from January 1, 2020 (the date of entry into force of the law itself), i.e. before June 30, 2021. We have completed the replacement of all of the AWP that still had a pay-out of 68%, and all pay-outs have been adjusted to 65%.

On-line Gaming & Betting Division

We acquired *Sportium* in 2019. Through *Sportium*, we launched our On-line Gaming & Betting Division, offering our online gaming operations and sports betting products through outlets and betting machines in Spain as well as some betting operations in Colombia, Panama, Peru and more recently in Italy with the acquisition of E-Play24 and in Mexico with the acquisition of GanaBet.

Our On-line Gaming & Betting Division revenues are comprised of net income (including the amount allocated to prizes) from the sports betting business and bets from the online activities (casinos, slots and poker). The majority of our costs are gaming taxes, publicity, advertising and public relations, and employee expenses. The sports betting market in Spain is very competitive, requiring high advertising expenses in order to increase publicity and brand awareness among the public. For instance, *Sportium* is the official sponsor of the Spanish *La Liga*.

Principal Profit and Loss Account Items

The following is a brief description of the revenues and expenses that are included in the line items of our consolidated profit and loss accounts.

Operating Revenues

Operating revenues are principally comprised of revenues from our operations and, to a lesser extent, other activities.

Operations. We record operating revenues from our principal business divisions as follows:

Casinos. Operating revenues from our Casinos Division are recorded as the net amount (“win”), which is after deducting the prizes paid to customers. Our Casinos Division also records revenue from admission fees, on-site bars, restaurants, the total amount of bingo cards sold, according to their face value, net of bingo prizes (i.e., the prizes payable on bingo cards).

Slots Spain. Operating revenues from our slot machines in Spain are recorded as the total amount collected, net of prizes and also includes operating revenues from our B2B business which incorporates the sales of our slot machines and gaming kits to third parties and sales by our distribution companies of slot machines produced by third parties.

Slots Italy. Operating revenues from our slot machines in Italy include the revenues from our AWP and VLTs in Italy.

On-line Gaming & Betting. Operating revenues from our On-line Gaming & Betting Division include revenues generated by *Sportium* which are reflected in our consolidated results starting from the year ended December 31, 2019, following completion of the *Sportium* Acquisition in October 2019 and which are recorded as total amount of the sports betting products sold and total amount collected on the betting machines and through the betting operations, net of prizes paid to customers.

Other. We also record operating revenues from a variety of other activities, including revenues and overhead costs reimbursed from joint ventures, personal services and license fees.

Net Operating Revenues

In respect of the years ended December 31, 2020, 2021 and 2022, net operating revenues are comprised of operating revenues less variable rent. In respect of the nine months ended September 30, 2022 and 2023, net operating revenues are comprised of operating revenues less variable rent and other payments.

Variable rent and other refers to the amount collected from slot machines that are payable to the owner of the premises on a revenue-sharing basis, channel costs in the On-line Gaming & Betting Division (such as referral fees and fees to point-of-sale operators) and contractual payments to sub-operators (which are based on a profit sharing formula that varies by sub-operator).

Consumption

Our Slots Spain Division incurs costs related to our B2B business, which include costs of raw materials and costs of finished and semi-finished components furnished by third-party contractors. For our Casinos Division, these costs principally include ordinary course costs such as bingo cards, playing cards and chips and food and beverage expenses.

Personnel Expenses

Our personnel costs include wages and salaries, employee benefit costs and employee indemnity payments.

Gaming Taxes

Gaming tax expenses include all taxes relating to our gaming activities assessed by national, regional and local authorities.

External Supplies and Services

External supplies and services expenses are primarily comprised of start up costs, rent and lease costs for certain facilities, professional expenses and advertising, promotion and public relation expenses.

Depreciation, Amortization and Impairment

Depreciation expense relates to the depreciation of property, plant, equipment and right-of-use assets.

Amortization expense principally relates to the amortization of the cost of our licenses for gaming services in Panama, capitalized development costs of our B2B business and right-of-use assets. We do not have any license costs for licenses that are awarded in public tenders.

Impairment relates to the impairment loss in respect of intangible assets, including goodwill, property, plant and equipment and equity investments.

We capitalize those development costs which qualify for recognition as an asset pursuant to IAS 38 which, in any case, represent a minority portion of the total expenditures in research and development linked to our B2B business. In our consolidated statement of cash flows, this is shown as a movement in “Purchase and development of intangibles.”

Financial Results

Financial results comprises financial income less financial costs and expenses.

Financial income is comprised of income from financial investments, interest from loans made to a variety of parties, site owners and sub-operators in our Slots Spain and Slots Italy Divisions, and site owners of certain international casinos.

Financial costs and expenses is comprised of interest expenses and variation in financial provisions.

Foreign Exchange Results

Foreign exchange results refers to realized and unrealized exchange gains and losses and other financial results. The intragroup exchange gains/losses in foreign subsidiaries arising from loans granted by us are recorded in the consolidated balance sheet under “*Cumulative Translation Reserve*” and therefore do not affect the consolidated profit and loss account so long as the loans constitute a component of our total net investment in the foreign subsidiary.

Income Tax

Due to Spanish tax legislation, our history of acquisitions and dispositions and internal corporate reorganizations as the Group has grown, and the significant international operations of the Group, our tax position is complex.

For Spanish tax purposes, as of December 31, 2023, we had two groups that filed their tax returns on a fiscal consolidated basis: one group has 120 Spanish companies and the second group has seven Spanish companies. As of December 31, 2023, under Spanish tax legislation, we must have owned more than 75% of the capital stock of a company at the start of the tax year in order to include the company in its tax consolidated group. Spanish companies that are not part of the fiscal consolidated group pay tax on an unconsolidated basis (unless it belongs to another fiscal group). Our non-Spanish subsidiaries are not included in the tax consolidated group and pay taxes in their local jurisdictions.

The statutory corporate tax rate in Spain during 2023 was 25%. We define our effective tax rate as our income tax expense over our profit/(loss) before tax. The level of our effective tax rate is influenced by a number of factors, including (i) the profitability of Group companies, (ii) the fact that certain expenses in the profit and loss account are not deductible for Spanish tax purposes and (iii) the availability of tax credits to offset against profits so as to reduce tax expense. The statutory corporate tax rate in Spain during 2024 is 25%.

Minority Interest

Minority interest is comprised of the results included in consolidated results for which we do not own 100%. In our historical consolidated financial statements, our minority interests are principally attributable to our historical minority ownership interests in Winner Group in Colombia, a Panamanian casino business and one Spanish slots business (Egartronic S.A.).

EBITDA

We define EBITDA as profit before tax, depreciation, amortization and impairment, financial results, foreign exchange results and loss on sale of non-current assets.

Segment Results—Other Structure/Consolidation

In determining the operating revenues, total EBIT and total EBITDA for the Group, we have to take account of certain unallocated corporate overhead costs and consolidation adjustments. Corporate overhead costs include such items as payroll expenses, rent expenses and the costs of professional services. We allocate a portion of corporate overhead costs to each division based on their use of such services. Corporate overhead costs allocated to a division are included in the division's "External supplies and services."

Consolidation adjustments primarily relate to the elimination of intercompany balances arising from financial operations, rental agreements, payment of dividends, purchase and sale of inventories, tangible fixed assets and investments, and services.

Historical Results of Operations

Nine months ended September 30, 2023 compared to the nine months ended September 30, 2022

The following table sets forth, by business division, operating revenues, net operating revenues, EBIT and EBITDA for the nine months ended September 30, 2023 and 2022:

(in € millions)	For the nine months ended September 30,		
	2022 (unaudited)	2023 (unaudited)	Change
Operating Revenues:			
Casinos	627.1	704.5	77.4
Slots Spain.....	441.8	476.2	34.4
Slots Italy	270.8	323.2	52.4
On-line Gaming & Betting	140.0	290.8	150.9
Other ⁽¹⁾	(15.7)	(15.8)	(0.1)
Total.....	1,463.9	1,779.0	315.1

(in € millions)	For the nine months ended September 30,		
	2022 (unaudited)	2023 (unaudited)	Change
Net Operating Revenues:			
Casinos	617.0	689.6	72.6
Slots Spain.....	270.3	292.2	21.9
Slots Italy	219.5	263.3	43.8
On-line Gaming & Betting	131.2	246.4	115.2
Other ⁽¹⁾	(15.3)	(15.8)	(0.5)
Total.....	1,222.7	1,475.7	253.0

(in € millions)	For the nine months ended September 30,		
	2022 (unaudited)	2023 (unaudited)	Change
EBIT:			
Casinos	109.6	144.2	34.6
Slots Spain.....	49.1	66.8	17.7
Slots Italy	8.0	7.7	(0.3)
On-line Gaming & Betting	11.8	21.9	10.1
Other ⁽¹⁾	(6.4)	(10.0)	(3.7)
Total.....	172.1	230.7	58.5

(in € millions)	For the nine months ended September 30,		
	2022	2023	Change
	(unaudited)	(unaudited)	
EBITDA:			
Casinos	253.6	289.3	35.8
Slots Spain.....	109.0	124.0	15.1
Slots Italy	12.9	18.8	5.8
On-line Gaming & Betting.....	27.8	43.4	15.6
Other ⁽¹⁾	(5.3)	(8.4)	(3.1)
Total.....	397.9	467.1	69.2

(1) Other includes central corporate services and certain inter-segment consolidation adjustments.

Historical Group Results of Operations

Net Operating Revenues

Net operating revenues increased by €253.0 million, or 20.7%, to €1,475.7 million in the nine months ended September 30, 2023 from €1,222.7 million in the nine months ended September 30, 2022. The growth in net operating revenues was primarily due to the solid performance of all our business units and geographies, in particular the increase in the revenue of our Casino and On-line Gaming and Betting Divisions.

For the nine months ended September 30, 2023, we generated 42.3% of our net operating revenue from Spain, 25.2% from Italy, 9.7% from Panama, 7.7% from Mexico, 7.0% from Colombia and 8.1% from other countries in which we operate.

EBIT

EBIT increased by €58.5 million, to €230.7 million in the nine months ended September 30, 2023 from €172.1 million in the nine months ended September 30, 2022. The growth was primarily due to the increased revenue from our casinos and gaming halls as a result of a solid performance in all the countries in which we operate.

EBITDA

EBITDA increased by €69.2 million, or 17.4%, to €467.1 million in the nine months ended September 30, 2023 from €397.9 million in the nine months ended September 30, 2022. EBITDA margin (EBITDA as a percentage of net operating revenues) decreased from 32.5% in the nine months ended September 30, 2022 to 31.7% in the nine months ended September 30, 2023. The increase in EBITDA was primarily due to the solid performance of all our Divisions across our different markets and the sustainable productivity measures implemented.

For the nine months ended September 30, 2023, we generated 48.6% of our EBITDA from Spain, 7.3% from Italy, 14.1% from Panama, 9.0% from Mexico, 10.5% from Colombia and 10.5% from other countries in which we operate.

Financial Results

Financial results were negative €121.8 million in the nine months ended September 30, 2023 as compared to negative €97.3 million in the nine months ended September 30, 2022.

Foreign Exchange Results

Foreign exchange results were €1.3 million in the nine months ended September 30, 2023 as compared to negative €0.2 million in the nine months ended September 30, 2022.

Income Tax Expense

Income tax expense increased to €33.6 million in the nine months ended September 30, 2023 from €18.7 million in the nine months ended September 30, 2022. The increase was primarily due to the increase in profit before tax.

Net Profit

As a result of the foregoing, net profit, after minority interests, was €50.3 million in the nine months ended September 30, 2023 as compared to €37.8 million in the nine months ended September 30, 2022.

Historical Results of Operations by Division

Casinos

(in € millions)	For the nine months ended September 30,		
	2022	2023	Change
	(unaudited)	(unaudited)	
Operating Revenues	627.1	704.5	77.4
Variable rent and other	(10.1)	(15.0)	(4.9)
Net Operating Revenues	617.0	689.6	72.6
Consumption	(17.4)	(20.6)	(3.2)
Personnel expenses	(114.7)	(132.0)	(17.3)
Gaming taxes	(93.8)	(100.4)	(6.6)
External supplies and services	(137.6)	(147.3)	(9.7)
Depreciation, amortization and impairment	(144.0)	(145.1)	(1.1)
EBIT	109.6	144.2	34.6
EBITDA⁽¹⁾	253.6	289.3	35.8

(1) Represents EBIT plus depreciation, amortization and impairment for the periods presented.

Operating Revenues. Operating revenues from our casinos primarily comprise revenues from gaming tables and slot machines located at our casinos. We also generate revenues from restaurant services, admission ticket sales and tips. Operating revenues from our bingo operations (which are included in our Casinos Division) include revenues from sales of traditional bingo cards, net of prize payouts, and revenues from electronic bingo and roulette games and slot machines located in our gaming halls.

Operating revenues from our Casinos Division increased by 12.3% from €627.1 million in the nine months ended September 30, 2022 to €704.5 million in the nine months ended September 30, 2023. This increase was primarily due to the solid performance across all geographies and the reopening of the Moroccan market after the COVID-19 pandemic, which had remained closed until May 2022.

Net Operating Revenues. Net operating revenues from our Casinos Division represent operating revenues after variable rent and other payments. Net operating revenues increased by 11.8% from €617.0 million in the nine months ended September 30, 2022 to €689.6 million in the nine months ended September 30, 2023. The increase in net operating revenues was driven by the strong organic growth in all our markets.

Costs and Expenses. Costs and expenses for our Casinos Division principally include personnel expenditures, depreciation, amortization and impairment expenses, taxes on gaming and other operating expenses.

Costs and expenses for our Casinos Division increased from €507.5 million in the nine months ended September 30, 2022 to €545.4 million in the nine months ended September 30, 2023. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* Consumption costs for our Casinos Division principally include ordinary course costs such as playing cards and chips, ordinary course materials required to operate gaming halls, such as food and beverages and bingo supplies. Consumption costs increased to €20.6 million in the nine months ended September 30, 2023 from €17.4 million in the nine months ended September 30, 2022. As a percentage of net operating revenues, this expense category increased by 0.1%.
- *Personnel Expenses.* Personnel expenses increased by 15.1% to €132.0 million in the nine months ended September 30, 2023 compared to €114.7 million in the nine months ended September 30, 2022. This increase was primarily due to the reopening of the Moroccan market after the COVID-19 pandemic, which had remained closed until May 2022, and the return to normality of the Mexican market, which had restrictions in the first quarter of 2022 as a result of the COVID-19 pandemic. As a percentage of net operating revenues, this expense category increased to 19.1% in the nine months ended September 30, 2023 compared to 18.6% in the nine months ended September 30, 2022.

- *Gaming Taxes.* Gaming taxes increased by 7.0% to €100.4 million in the nine months ended September 30, 2023 as compared to €93.8 million in the nine months ended September 30, 2022. This increase was primarily due to the increase in revenues in all geographies. As a percentage of net operating revenues, this expense category decreased to 14.7% in the nine months ended September 30, 2023 compared to 15.2% in the nine months ended September 30, 2022.
- *External Supplies and Services.* External supplies and services expenses for our Casinos Division include costs such as security, travel, professional services, sales and marketing, and lease costs for our casinos. This expense category increased by 7.0% to €147.3 million in the nine months ended September 30, 2023 from €137.6 million in the nine months ended September 30, 2022, primarily due the reopening of the Moroccan market after the COVID-19 pandemic, which had remained closed until May 2022 and the return to normality of the Mexican market, which had restrictions in the first quarter of 2022 as a result of the COVID-19 pandemic. As a percentage of net operating revenues, this expense category decreased to 21.2% in the nine months ended September 30, 2023 compared to 22.3% in the nine months ended September 30, 2022.
- *Depreciation, Amortization and Impairment.* Depreciation, amortization and impairment expenses increased slightly to €145.1 million in the nine months ended September 30, 2023 as compared to €144.0 million in the nine months ended September 30, 2022.

EBIT. EBIT from our Casinos Division increased to €144.2 million in the nine months ended September 30, 2023 from €109.6 million in the nine months ended September 30, 2022.

EBITDA. EBITDA for our Casinos Division increased by 14.1% to €289.3 million in the nine months ended September 30, 2023 from €253.6 million in the nine months ended September 30, 2022. EBITDA margin (EBITDA as a percentage of segment net operating revenues) increased to 42.0% in the nine months ended September 30, 2023 compared to 41.1% in the nine months ended September 30, 2022. The EBITDA margin increase was primarily due to the productivity improvements achieved, despite inflation, through the cost-reduction plan that had been implemented.

Slots Spain

(in € millions)	For the nine months ended September 30,		
	2022	2023	Change
	(unaudited)	(unaudited)	
Operating Revenues	441.8	476.2	34.4
Variable rent and other	(171.5)	(184.0)	(12.5)
Net Operating Revenues	270.3	292.2	21.9
Consumption	(10.0)	(14.9)	(4.9)
Personnel expenses.....	(44.3)	(47.9)	(3.6)
Gaming taxes.....	(79.9)	(77.2)	2.7
External supplies and services.....	(27.1)	(28.1)	(1.0)
Depreciation, amortization and impairment	(59.8)	(57.2)	2.7
EBIT	49.1	66.8	17.7
EBITDA⁽¹⁾	109.0	124.0	15.1

(1) Represents EBIT plus depreciation, amortization and impairment for the periods presented.

Operating Revenues. Operating revenues from our Slots Spain Division principally represent revenues collected from our slot machines after prize payouts. Operating revenues increased by 7.8% from €441.8 million in the nine months ended September 30, 2022 to €476.2 million in the nine months ended September 30, 2023.

Net Operating Revenues. Net operating revenues from our Slots Spain Division represent operating revenues after variable rent and other payments made to site owners and payments to sub-operators under participation agreements. Net operating revenues increased by 8.1% from €270.3 million in the nine months ended September 30, 2022 to €292.2 million in the nine months ended September 30, 2023.

Average revenues per unit also increased in the nine months ended September 30, 2023 as compared to the nine months ended September 30, 2022.

Costs and Expenses. Costs and expenses for our Slots Spain Division principally include taxes on gaming activities, personnel expenditures, depreciation, amortization and impairment expenses and external supplies and services expenses.

Overall costs and expenses for our Slots Spain Division increased to €225.3 million in the nine months ended September 30, 2023 as compared to €221.1 million in the nine months ended September 30, 2022. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* Consumption costs are primarily comprised of purchases of semi-finished and finished components. This expense category increased by 49.0% from €10 million in the nine months ended September 30, 2022 to €14.9 million in the nine months ended September 30, 2023. This increase was primarily due to the increase in the number of slot machines sold.
- *Personnel Expenses.* Personnel expenses include wages and salaries for commercial, collection and technical support employees. This expense category increased by 8.1% from €44.3 million in the nine months ended September 30, 2022 to €47.9 million in the nine months ended September 30, 2023. This increase was primarily due to inflation-linked wage increases and bonuses linked to productivity gains.
- *Gaming Taxes.* Gaming taxes, which in Spain are incurred annually based on a fixed amount for each machine, decreased by 3.4% from €79.9 million in the nine months ended September 30, 2022 to €77.2 million in the nine months ended September 30, 2023. As a percentage of segment net operating revenues, gaming taxes increased to 26.4% in the nine months ended September 30, 2023 from 29.63% in the nine months ended September 30, 2022.
- *External Supplies and Services.* This expense category increased by 3.7% from €27.1 million in the nine months ended September 30, 2022 to €28.1 million in the nine months ended September 30, 2023.
- *Depreciation, Amortization and Impairment.* Depreciation, amortization and impairment expenses decreased by 4.3% from €59.8 million in the nine months ended September 30, 2022 to €57.2 million in the nine months ended September 30, 2023.

EBIT. EBIT for our Slots Spain Division increased from €49.1 million in the nine months ended September 30, 2022 to €66.8 million in the nine months ended September 30, 2023.

EBITDA. EBITDA for our Slots Spain Division increased from €109.0 million in the nine months ended September 30, 2022 to €124.0 million in the nine months ended September 30, 2023, primarily due to improvements in our logistics costs productivity and optimization of gaming taxes, driven by slots portfolio optimization. EBITDA margin (EBITDA as a percentage of segment net operating revenue) increased to 24.4% in the nine months ended September 30, 2023 as compared to 40.3% in the nine months ended September 30, 2022.

Slots Italy

(in € millions)	For the nine months ended September 30,		
	2022 (unaudited)	2023 (unaudited)	Change
Operating Revenues	270.8	323.2	52.4
Variable rent and other	(51.3)	(59.9)	(8.6)
Net Operating Revenues	219.5	263.3	43.8
Consumption	(5.7)	(5.2)	0.4
Personnel expenses.....	(11.3)	(12.6)	(1.3)
Gaming taxes.....	(172.8)	(208.6)	(35.8)
External supplies and services.....	(16.8)	(18.1)	(1.3)
Depreciation, amortization and impairment	(4.9)	(11.0)	(6.1)
EBIT	8.0	7.7	(0.3)
EBITDA⁽¹⁾	12.9	18.8	5.8

(1) Represents EBIT plus depreciation, amortization and impairment for the periods presented.

Operating Revenues. Operating revenues from our Slots Italy Division principally represent revenues collected from our slot machines after prize payouts. Operating revenues increased by 19.4% from €270.8 million in the nine months ended September 30, 2022 to €323.2 million in the nine months ended September 30, 2023.

Net Operating Revenues. Net operating revenues from our Slots Italy Division represent operating revenues after variable rent and other payments made to site owners. Net operating revenues increased by 20.0% from €219.5 million in the nine months ended September 30, 2022 to €263.3 million in the nine months ended September 30, 2023.

Costs and Expenses. Costs and expenses for our Slots Italy Division principally include taxes on gaming activities, payments to sub-operators under participation agreements, personnel expenditures, depreciation, amortization and impairment expenses and external supplies and services expenses.

Overall costs and expenses for our Slots Italy Division increased to €255.5 million in the nine months ended September 30, 2023 as compared to €211.5 million in the nine months ended September 30, 2022. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* This expense category decreased by 8% from €5.7 million in the nine months ended September 30, 2022 to €5.2 million in the nine months ended September 30, 2023. This decrease was primarily due to the termination of intermediary agreements with intermediaries that act as a conduit between us and third party premises in respect of the installation of our VLTs in such premises.
- *Personnel Expenses.* Personnel expenses include wages and salaries for commercial, collection and technical support employees. This expense category increased by 11.5% to €12.6 million in the nine months ended September 30, 2023 from €11.3 million in the nine months ended September 30, 2022.
- *Gaming Taxes.* Gaming taxes, which in Italy are incurred at a variable rate based on machine revenues, increased by 20.7% from €172.8 million in the nine months ended September 30, 2022 to €208.6 million in the nine months ended September 30, 2023. As a percentage of segment net operating revenues, gaming taxes increased by 0.5% to 79.2% in the nine months ended September 30, 2023 from 78.7% in the nine months ended September 30, 2022.
- *External Supplies and Services.* This expense category increased by 7.7% from €16.8 million in the nine months ended September 30, 2022 to €18.1 million in the nine months ended September 30, 2023, primarily due to an increase in our revenue share with the owners of the slot machines due to our increased revenues.
- *Depreciation, Amortization and Impairment.* Depreciation, amortization and impairment expenses decreased by 124.5% from €4.9 million in the nine months ended September 30, 2022 to €11.0 million in the nine months ended September 30, 2023.

EBIT. EBIT for our Slots Italy Division decreased from €8.0 million in the nine months ended September 30, 2022 to €7.7 million in the nine months ended September 30, 2023.

EBITDA. EBITDA for our Slots Italy Division increased from €12.9 million in the nine months ended September 30, 2022 to €18.8 million in the nine months ended September 30, 2023, primarily due to product rotation initiatives for AWP's and adding new points of sale. EBITDA margin (EBITDA as a percentage of segment net operating revenue) increased to 7.1% in the nine months ended September 30, 2023 as compared to 5.9% in the nine months ended September 30, 2022. The increase was primarily due to labor cost productivity.

On-line Gaming & Betting

(in € millions)	For the nine months ended September 30,		
	2022	2023	Change
	(unaudited)	(unaudited)	
Operating Revenues	140.0	290.8	150.9
Variable rent and other	(8.7)	(44.4)	(35.7)
Net Operating Revenues	131.2	246.4	115.2
Consumption	(0.9)	(2.3)	(1.4)
Personnel expenses.....	(14.2)	(18.8)	(4.5)
Gaming taxes.....	(23.1)	(56.9)	(33.8)
External supplies and services.....	(65.3)	(125.1)	(59.8)
Depreciation, amortization and impairment	(15.9)	(21.4)	(5.5)
EBIT	11.8	21.9	10.1

(in € millions)	For the nine months ended September 30,		
	2022	2023	Change
	(unaudited)	(unaudited)	
EBITDA ⁽¹⁾	27.8	43.4	15.6

(1) Represents EBIT plus depreciation, amortization and impairment for the periods presented.

Operating revenues from our On-line Gaming & Betting Division increased by 107.7% from €140.0 million in the nine months ended September 30, 2022 to €290.8 million in the nine months ended September 30, 2023.

Net Operating Revenues. Net operating revenues from our On-line Gaming & Betting Division represent operating revenues after variable rent and other payments. Net operating revenues increased by 87.8% to €246.4 million in the nine months ended September 30, 2023 as compared to €131.2 million in the nine months ended September 30, 2022. Revenues for our On-line Gaming & Betting Division were positively impacted during 2023 due to the overall solid performance of our on-line gaming business in Spain and the contribution of our acquisition in July 2022 of the Italian online gaming operator E-Play24.

Costs and Expenses. Costs and expenses from our On-line Gaming & Betting Division principally include personnel expenditures, depreciation, amortization and impairment expenses, taxes on gaming and other operating expenses.

Costs and expenses for the On-line Gaming & Betting Division increased by 87.9% from €119.5 million in the nine months ended September 30, 2022 to €224.6 million in the nine months ended September 30, 2023. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* Consumption expense for our On-line Gaming & Betting Division primarily relate to ordinary course costs such as spare parts for machines. Consumption expense increased to €2.3 million in the nine months ended September 30, 2023 compared to €0.8 million in the nine months ended September 30, 2022.
- *Personnel Expenses.* Personnel expenses are primarily comprised of the wages and salaries and employee benefits of our sports betting and online staff. Personnel expenses increased by 31.5% from €14.3 million in the nine months ended September 30, 2022 to €18.8 million in the nine months ended September 30, 2023. As a percentage of segment net operating revenues, personnel expenses decreased to 7.6% in the nine months ended September 30, 2023 from 10.9% in the nine months ended September 30, 2022.
- *Gaming Taxes.* Gaming taxes increased by 146.3% to €56.9 million in the nine months ended September 30, 2023 from €23.1 million in the nine months ended September 30, 2022.
- *External Supplies and Services.* External expenses increased by 91.6% to €125.1 million in the nine months ended September 30, 2023 from €65.3 million in the nine months ended September 30, 2022.
- *Depreciation, Amortization and Impairment Expenses.* Depreciation, amortization and impairment expenses increased from €15.9 million in the nine months ended September 30, 2022 to €21.5 million in the nine months ended September 30, 2023. This increase was primarily due to amortization of installation rights for the purchase of new companies including the acquisition of E-Play24 and GanaBet.

EBIT. EBIT from our On-line Gaming & Betting Division increased from €11.8 million in the nine months ended September 30, 2022 to €21.9 million in the nine months ended September 30, 2023.

EBITDA. EBITDA for our On-line Gaming & Betting Division increased by 57.2% to €43.4 million in the nine months ended September 30, 2023 from €11.8 million in the nine months ended September 30, 2022. EBITDA margin (EBITDA as a percentage of net operating revenues) decreased to 17.6% in the nine months ended September 30, 2023 compared to 21.0% in the nine months ended September 30, 2022 primarily driven by new acquisitions with lower margins.

Year ended December 31, 2022 compared to the year ended December 31, 2021

The following table sets forth, by business division, operating revenues, net operating revenues, EBIT and EBITDA for the years ended December 31, 2022 and 2021:

(in € millions)	For the year ended December 31,		
	2021	2022	Change

	(audited)	(audited)	
Operating Revenues:			
Slots	744.8	1,033.2	288.4
Casinos	325.7	538.3	212.7
Bingo	140.4	227.8	87.1
B2B.....	51.2	79.2	28.1
On-line Gaming & Betting	130.0	223.6	103.6
Other ⁽¹⁾	(54.7)	(73.3)	(18.6)
Total.....	1,337.4	2,038.9	701.6

(in € millions)	For the year ended December 31,		
	2021	2022	Change
	(audited)	(audited)	
Net Operating Revenues:			
Slots	530.3	745.4	215.1
Casinos	324.2	536.2	212.0
Bingo	136.1	219.6	83.5
B2B.....	51.2	79.2	28.1
On-line Gaming & Betting	129.9	233.5	103.6
Other ⁽¹⁾	(54.4)	(72.7)	(18.3)
Total.....	1,117.3	1,741.2	623.9

(in € millions)	For the year ended December 31,		
	2021	2022	Change
	(audited)	(audited)	
EBIT:			
Slots	42.3	94.9	52.6
Casinos	4.8	118.4	113.6
Bingo	(15.1)	19.7	34.8
B2B.....	(6.1)	6.1	12.2
On-line Gaming & Betting	3.9	17.4	13.5
Other ⁽¹⁾	(4.6)	(6.7)	(2.1)
Total.....	25.2	249.9	224.6

(in € millions)	For the year ended December 31,		
	2021	2022	Change
	(audited)	(audited)	
EBITDA:			
Slots	152.9	203.2	50.3
Casinos	135.4	245.9	110.6
Bingo	33.4	70.0	36.7
B2B.....	0.5	10.4	9.9
On-line Gaming & Betting	23.0	42.0	19.0
Other ⁽¹⁾	(13.6)	(19.1)	(5.4)
Total.....	331.4	552.5	221.0

(1) Other includes central corporate services and certain inter-segment consolidation adjustments.

Historical Group Results of Operations

Net Operating Revenues

Net operating revenues increased by €623.9 million, or 55.8%, to €1,741.2 million in 2022 from €1,117.3 million in 2021. The increase in net operating revenues was primarily due to the strong performance of all our divisions, in particular, our Slots and Casinos Divisions.

EBIT

EBIT increased by €224.6 million to €249.9 million in 2022 from €25.2 in 2021. The increase was primarily due to fewer temporary closures and restrictions on our operations due to the COVID-19 pandemic compared to the previous year.

EBITDA

EBITDA increased by €221.0 million to €552.5 million in 2022 from €331.4 million in 2021. EBITDA margin (EBITDA as a percentage of net operating revenues) increased from 29.7% in 2021 to an EBITDA margin of 31.7% in 2022. The increase in EBITDA was due to the good performance of our Casinos and Slots business because of longer operational hours compared to 2021 when our operational hours were restricted due to the COVID-19 pandemic.

Financial Results

Financial results were negative €137.9 million (a decrease of 15.5%) in 2022 compared to negative €163.2 million in 2021, primarily due to lower level of indebtedness as a result of the partial redemption of the 2023 Notes in November 2022.

Foreign Exchange Results

Foreign exchange results were €2.2 million in 2022 compared to negative €18.2 million in 2021. The difference was primarily due to the appreciation of the U.S. dollar against the euro.

Income Tax Expense

Income tax expense decreased to negative €29.6 million in 2022 from €12.3 million in 2021. The difference was primarily due to achieving a positive profit before tax compared to the losses sustained in 2021 due to the COVID-19 related restrictions in our operations.

Net Profit

As a result of the foregoing, net profit, after minority interests, was €56.7 million in 2022 compared to negative €150.9 million in 2021.

Historical Results of Operations by Division

Slots

(in € millions)	For the year ended December 31,		
	2021	2022	Change
	(audited)	(audited)	
Operating Revenues	744.8	1,033.2	288.4
Variable rent	(214.5)	(287.8)	(73.3)
Net Operating Revenues	530.3	745.4	215.1
Consumption	(27.8)	(33.1)	(5.3)
Personnel expenses	(64.7)	(83.1)	(18.4)
Gaming taxes	(226.2)	(350.9)	(124.6)
External supplies and services	(58.7)	(75.2)	(16.5)
Depreciation, amortization and impairment	(110.6)	(108.3)	2.3
EBIT	42.3	94.9	52.6
EBITDA	152.9	203.2	50.3

Operating Revenues. Operating revenues from our Slots Division principally represent revenues collected from our slot machines after prize payouts. Operating revenues increased by 38.7% from €744.8 million in 2021 to €1,033.2 million in 2022.

Net Operating Revenues. Net operating revenues from our Slots Division represent operating revenues after variable rent payments made to site owners. Net operating revenues increased by 40.6% from €530.3 million in 2021 to €745.5 million in 2022.

In Spain, net operating revenues increased by 21.3% in 2022 compared to 2021, primarily due to fewer temporary closures and operational restrictions imposed by the Spanish government during 2022 in response to the COVID-19 pandemic, as compared to the previous year.

In Italy, net operating revenues increased by 84.1% in 2022 compared to 2021. This increase was primarily due to the re-opening of our operations in Italy which resumed to normal for the full year of 2022 compared to the full closure of all our operations in Italy during 2021 due to the COVID-19 pandemic.

Costs and Expenses. Costs and expenses for our Slots Division principally include taxes on gaming activities, payments to sub-operators under participation agreements, personnel expenditures, depreciation, amortization and impairment expenses and external supplies and services expenses.

Overall costs and expenses for our Slots Division increased by 33.3% to €650.6 million in 2022 compared to €488.1 million in 2021. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* Consumption costs are primarily comprised of payments to sub-operators. This expense category increased by 19.2% from €27.8 million in 2021 to €33.1 million in 2022. As a percentage of segment net operating revenues, this expense category decreased to 4.4% in 2022 from 5.2% in 2021.
- *Personnel Expenses.* Personnel expenses include wages and salaries for commercial, collection and technical support employees. This expense category increased by 28.4% to €83.1 million in 2022 from €64.7 million in 2021. As a percentage of segment net operating revenues, this expense category increased to 11.1% in 2022 from 12.2% in 2021.
- *Gaming Taxes.* Gaming taxes, which in Spain are incurred annually based on a fixed amount for each machine but in Italy are incurred at a variable rate based on machine revenues, increased by 55.1% from €226.2 million in 2021 to €350.9 million in 2022. As a percentage of segment net operating revenues, gaming taxes increased to 47.1% in 2022 from 42.7% in 2021. The increase in gaming taxes as a percentage of segment net operating revenues was primarily due to increased activity in Italy upon the re-opening of our operations during 2022 compared to the previous year when all our operations in Italy during the six months ended June 30, 2021 were fully closed as a result of the COVID-19 pandemic.
- *External Supplies and Services.* This expense category increased by 28.1% from €58.7 million in 2021 to €75.2 million in 2022. As a percentage of segment net operating revenues, this expense category decreased to 10.1% in 2022 from 11.1% in 2021.
- *Depreciation, Amortization and Impairment.* Depreciation, amortization and impairment expenses decreased by 2.1% from €108.3 million in 2022 to €110.6 million in 2021. As a percentage of segment net operating revenues, this expense category decreased from 20.9% in 2021 to 14.5% in 2022.

EBIT. EBIT for our Slots Division increased by €52.6 million from €42.3 million in 2021 to €94.9 million in 2022.

EBITDA. EBITDA for our Slots Division increased by 32.9% from €152.9 million in 2021 to €203.2 million in 2022. EBITDA margin (EBITDA as a percentage of segment net operating revenue) decreased to 27.3% in 2022 compared to 28.8% in 2021.

In Spain, EBITDA increased by 22.1% to €183.7 million in 2022 from €150.4 million in 2021.

EBITDA for our Italian business increased to €19.5 million in 2022 as compared to €2.4 million in 2021.

Casinos

(in € millions)	For the year ended December 31,		
	2021	2022	Change
	(audited)	(audited)	
Operating Revenues	325.7	538.3	212.7
Variable rent	(1.4)	(2.1)	(0.7)
Net Operating Revenues	324.2	536.2	212.0
Consumption.....	(3.6)	(8.1)	(4.5)
Personnel expenses	(59.6)	(90.1)	(30.5)
Gaming taxes	(52.2)	(80.2)	(28.0)
External supplies and services	(73.5)	(111.9)	(38.4)
Depreciation, amortization and impairment	(130.6)	(127.5)	3.1
EBIT	4.8	118.4	113.6
EBITDA	135.4	245.9	110.6

Operating Revenues. Operating revenues from our casinos primarily comprise revenues from gaming tables and slot machines located at our casinos. We also generate revenues from restaurant services, admission ticket sales and tips and from bingo operations located at some of our electronic casinos in Latin America. Operating revenues from our casinos increased by 65.3% from €325.7 million in 2021 to €538.3 million in 2022.

Net Operating Revenues. Net operating revenues from our Casinos Division represent operating revenues after variable rent payments. Net operating revenues increased by 65.4% from €324.2 million in 2021 to €536.2 million in 2022.

Costs and Expenses. Costs and expenses from our casinos principally include personnel expenditures, depreciation, amortization and impairment expenses, taxes on gaming and other operating expenses.

Costs and expenses from our casinos increased from €319.5 million in 2021 to €417.9 million in 2022. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* Consumption costs principally include ordinary course costs such as playing cards and chips and food and beverage expenses. Consumption costs increased by 124.3% to €8.1 million in 2022 from €3.6 million in 2021. As a percentage of net operating revenues, this expense category remained stable.
- *Personnel Expenses.* Personnel expenses increased by 51.2% to €90.1 million in 2022 compared to €59.6 million in 2021. As a percentage of net operating revenues, this expense category decreased to 16.8% in 2022 compared to 18.4% in 2021.
- *Gaming Taxes.* Gaming taxes increased by 53.7% to €80.2 million in 2022 compared to €52.2 million in 2021. As a percentage of net operating revenues, this expense category decreased to 15.0% in 2022 compared to 16.1% in 2021.
- *External Supplies and Services.* External supplies and services expenses for our Casinos Division include costs such as security, travel, professional services, sales and marketing, and lease costs for our casinos. This expense category increased by 52.3% to €111.9 million in 2022 from €73.5 million in 2021, primarily due to increase in our operating hours as a result of the imposition of fewer COVID-19 related operating restrictions. As a percentage of net operating revenues, this expense category decreased from 22.7% in 2021 to 20.9% in 2022.
- *Depreciation, Amortization and Impairment.* Depreciation, amortization and impairment expenses decreased to €127.5 million in 2022 compared to €130.6 million in 2021. As a percentage of net operating revenues, this expense category decreased from 40.3% in 2021 to 23.8% in 2022.

EBIT. EBIT from our Casinos Division increased to €118.4 million in 2022 from €4.8 million in 2021.

EBITDA. EBITDA for our Casinos Division increased by 81.7% to €245.9 million in 2022 from €135.4 million in 2021. EBITDA margin (EBITDA as a percentage of segment net operating revenues) increased to 45.9% in 2022 compared to 41.8% in 2021. The EBITDA margin increase was due to the implementation of our efficiency programs that enabled us to reduce, as a percentage of net operating revenues, both our personnel expenses and external supplies and services.

Bingo

(in € millions)	For the year ended December 31,		
	2021	2022	Change
	(audited)	(audited)	
Operating Revenues	140.4	227.8	87.4
Variable rent	(4.3)	(8.2)	(4.0)
Net Operating Revenues	136.1	219.6	83.5
Consumption.....	(5.9)	(10.3)	(4.3)
Personnel expenses	(33.9)	(48.5)	(14.6)
Gaming taxes	(23.6)	(32.8)	(9.2)
External supplies and services	(39.3)	(57.9)	(18.6)
Depreciation, amortization and impairment	(48.5)	(50.3)	(1.9)
EBIT	(15.1)	19.7	34.8
EBITDA	33.4	70.0	36.7

Operating Revenues. Operating revenues from our Bingo Division include revenues from sales of traditional bingo cards, net of prize payouts, and revenues from electronic bingo and roulette games and slot machines located in our bingo halls. Operating revenues also include revenues from the Bingo Division's 28 halls in Mexico, which have a broad entertainment offer, including casino-style slot machines.

The following table sets forth the number of bingo halls operated by our Bingo Division as of December 31, 2022 and 2021:

As of December 31	2021	2022
Spain.....	40	40
Mexico.....	28	28
Italy.....	12	10
Total.....	80	78

Operating revenues from our Bingo Division increased by 62.3% from €140.4 million in 2021 to €227.8 million in 2022.

Net Operating Revenues. Net operating revenues from our Bingo Division represent operating revenues after variable rent payments. Net operating revenues increased by 61.3% to €219.6 million in 2022 compared to €136.1 million in 2021. Revenues for our Spanish bingo business were positively impacted due to increased operating hours as operations resumed to normal after the COVID-19 pandemic.

Net operating revenues from our bingo halls in Mexico increased by 91.1% to €109.5 million in 2022 compared to €57.3 million in 2021. Revenues were positively impacted due to less severe restrictions due to the COVID-19 pandemic and the re-opening of our operations during 2022.

Costs and Expenses. Costs and expenses from our bingo operations principally include personnel expenditures, depreciation, amortization and impairment expenses, taxes on gaming and other operating expenses.

Costs and expenses for the Bingo Division increased by 32.2% from €151.2 million in 2021 to €199.9 million in 2022. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* Consumption expense for our Bingo Division primarily relate to the ordinary course materials required to operate bingo halls, such as food and beverages and bingo supplies. Consumption expense increased by 73.0% from €5.9 million in 2021 to €10.3 million in 2022.
- *Personnel Expenses.* Personnel expenses are primarily comprised of the wages and salaries and employee benefits of our bingo hall staffs. Personnel expenses increased by 43.2% from €33.9 million in 2021 to €48.5 million in 2022. As a percentage of segment net operating revenues, this expenses category decreased from 24.9% in 2021 to 22.1% in 2022.
- *Gaming Taxes.* Gaming taxes increased by 39.1% to €32.8 million in 2022 from €23.6 million in 2021. As a percentage of segment net operating revenues, this expense category decreased from 17.3% in 2021 to 15.0% in 2022.
- *External Supplies and Services.* External expenses increased by 47.3% to €57.9 million in 2022 from €39.3 million in 2021, as a result of resuming our operations and activities in 2022. As a percentage of segment net operating revenues, this expense category decreased from 28.9% in 2021 to 26.4% in 2022.
- *Depreciation, Amortization and Impairment Expenses.* Depreciation, amortization and impairment expenses increased from €48.5 million in 2021 to €50.3 million in 2022. As a percentage of segment net operating revenues, this expense category decreased from 35.6% in 2021 to 22.9% in 2022.

EBIT. EBIT from our Bingo Division increased from negative €15.1 million in 2021 to €19.7 million in 2022.

EBITDA. EBITDA for our Bingo Division increased to €70.0 million in 2022 from €33.4 million in 2021. EBITDA margin (EBITDA as a percentage of net operating revenues) increased from 24.5% in 2021 to 31.9% in 2022. The increase was due to fewer restrictions on our operational hours and capacity of our bingo halls due to the COVID-19 pandemic, compared to the previous year.

B2B

(in € millions)	Year ended December 31,		
	2021	2022	Change
	(audited)	(audited)	
Net Operating Revenues	51.2	79.2	28.1
Consumption.....	(26.6)	(41.2)	(14.6)
Personnel expenses	(17.8)	(20.1)	(2.3)
Gaming taxes	(0.2)	(0.2)	0.0
External supplies and services	(6.2)	(7.4)	(1.3)
Depreciation, amortization and impairment	(6.5)	(4.3)	2.3
EBIT	(6.1)	6.1	12.2
EBITDA	0.5	10.4	9.9

Net Operating Revenues. Net operating revenues of our B2B Division include revenues from sales of our slot machines and gaming kits and sales of slot machines produced by third parties by our distribution companies. Also included are revenues generated from supporting the Slots Division in Italy and interlinked bingo games in Madrid, Andalusia and Catalonia. Net operating revenues from our B2B Division increased by 54.9% to €79.2 million in 2022 from €51.2 million in 2021. The increase in net operating revenues was due to the recovery of the Spanish market following the COVID-19 pandemic.

Costs and Expenses. Costs and expenses from our B2B Division are comprised principally of cost of components, direct labor costs, sub-contracting costs, personnel expenditures, depreciation, amortization and impairment expenses and other expenditures such as research and development costs (to the extent not capitalized) and marketing costs.

Costs and expenses for our B2B Division increased by 27.6% from €57.3 million in 2021 to €73.1 million in 2022. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* Consumption costs are primarily comprised of purchases of semi-finished and finished components. Consumption costs increased by 54.7% from €26.6 million in 2021 to €41.2 million in 2022. As a percentage of net operating revenues, this expense category remained stable.
- *Personnel Expenses.* Personnel expenses increased by 12.8% from €17.8 million in 2021 to €20.1 million in 2022. As a percentage of net operating revenues, this expense category decreased from 34.8% in 2021 to 25.3% in 2022.
- *External Supplies and Services.* External supplies and services expenses increased by 20.7% from €6.2 million in 2021 to €7.4 million in 2022. As a percentage of net operating revenues, this expense category decreased from 12.0% in 2021 to 9.4% in 2022.
- *Depreciation, Amortization and Impairment Expenses.* For our B2B Division, this expense category includes depreciation, amortization and impairment expenses. Depreciation, amortization and impairment expenses decreased by 34.8% from €6.5 million in 2021 to €4.3 million in 2022. As a percentage of net operating revenues, this expense category decreased from 12.8% in 2021 to 5.3% in 2022.

EBIT. EBIT from our B2B Division increased from negative €6.1 million in 2021 to €6.1 million in 2022.

EBITDA. EBITDA for our B2B Division increased from negative €0.5 million in 2021 to €10.4 million in 2022 primarily due to the launch of a new range of slot machines, which are in high demand in the slots market.

On-line Gaming & Betting

(in € millions)	Year ended December 31,		
	2021	2022	Change
	(audited)	(audited)	
Operating Revenues	130.0	233.6	103.6
Variable rent.....	(0.1)	(0.1)	0.0
Net Operating Revenues	129.9	233.5	103.6
Consumption.....	(0.6)	(1.2)	(0.6)
Personnel expenses	(20.2)	(20.0)	0.2
Gaming taxes	(17.1)	(40.4)	(23.3)

(in € millions)	Year ended December 31,		
	2021	2022	Change
	(audited)	(audited)	
External supplies and services	(69.0)	(129.8)	(60.8)
Depreciation, amortization and impairment	(19.1)	(24.6)	(5.5)
EBIT	3.9	17.4	(13.6)
EBITDA	23.0	42.0	19.0

Operating revenues from our On-line Gaming & Betting Division increased by 79.7% from €130.0 million in 2021 to €233.6 million in 2022.

Net Operating Revenues. Net operating revenues from our On-line Gaming & Betting Division represent operating revenues after variable rent payments. Net operating revenues increased by 79.8% to €233.5 million in 2022 compared to €129.9 million in 2021. Revenues for our On-line Gaming & Betting Division were positively impacted by the overall good performance of our on-line gaming business in Spain and the contribution of our last acquisition of the Italian on-line gaming operator E-Play24.

Costs and Expenses. Costs and expenses from our On-line Gaming & Betting Division principally include personnel expenditures, depreciation, amortization and impairment expenses, taxes on gaming and other operating expenses.

Costs and expenses for the On-line Gaming & Betting Division increased by 71.5% from €125.9 million in 2021 to €216.1 million in 2022. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* Consumption expense for our On-line Gaming & Betting Division primarily relate to ordinary course costs such as spare parts for machines. Consumption expense increased to €1.2 million in 2022 from €0.6 million in 2021.
- *Personnel Expenses.* Personnel expenses are primarily comprised of the wages and salaries and employee benefits of our sports betting and online staff. Personnel expenses remained stable from €20.2 million in 2021 to €20.0 million in 2022. As a percentage of segment net operating revenues, this expenses category decreased to 8.5% in 2022 from 15.6% in 2021.
- *Gaming Taxes.* Gaming taxes increased by 136.6% to €40.4 million in 2022 from €17.1 million in 2021.
- *External Supplies and Services.* External expenses increased by 88.1% to €129.8 million in 2022 from €69.0 million in 2021.
- *Depreciation, Amortization and Impairment Expenses.* Depreciation, amortization and impairment expenses increased from €19.1 million in 2021 to €24.6 million in 2022. This increase was primarily due to amortization of installation rights for the purchase of new companies including the acquisition of E-Play24 and GanaBet.

EBIT. EBIT from our On-line Gaming & Betting Division increased from €3.9 million in 2021 to €17.4 million in 2022.

EBITDA. EBITDA for our On-line Gaming & Betting Division increased by 82.5% to €42.0 million in 2022 from €23.0 million in 2021. EBITDA margin (EBITDA as a percentage of net operating revenues) increased to 18.0% in 2022 compared to 17.7% in 2021.

Year ended December 31, 2021 compared to the year ended December 31, 2020

The following table sets forth, by business division, operating revenues, net operating revenues, EBIT and EBITDA for the years ended December 31, 2021 and 2020:

(in € millions)	For the year ended December 31,		
	2020	2021	Change
	(audited)	(audited)	
Operating Revenues:			
Slots	633.6	744.8	111.2
Casinos	179.7	325.7	146.0
Bingo	97.3	140.4	43.1

B2B.....	39.8	51.2	11.4
On-line Gaming & Betting	110.6	130.0	19.4
Other ⁽¹⁾	(47.3)	(54.7)	(7.4)
Total.....	1,013.6	1,337.4	323.7

(in € millions)	For the year ended December 31,		
	2020	2021	Change
	(audited)	(audited)	
Net Operating Revenues:			
Slots	466.2	530.3	64.1
Casinos	178.3	324.2	145.9
Bingo	94.5	136.1	41.6
B2B.....	39.8	51.2	11.4
On-line Gaming & Betting	110.5	129.9	19.4
Other ⁽¹⁾	(46.9)	(54.4)	(7.5)
Total.....	842.4	1,117.3	274.9

(in € millions)	For the year ended December 31,		
	2020	2021	Change
	(audited)	(audited)	
EBIT:			
Slots	(35.6)	42.3	78.1
Casinos	(109.8)	4.8	114.6
Bingo	(45.3)	(15.1)	30.2
B2B.....	(11.5)	(6.1)	5.4
On-line Gaming & Betting	4.9	3.9	(0.9)
Other ⁽¹⁾	(11.4)	(4.6)	6.9
Total.....	(209.0)	25.2	234.3

(in € millions)	For the year ended December 31,		
	2020	2021	Change
	(audited)	(audited)	
EBITDA:			
Slots	85.7	152.9	67.2
Casinos	34.2	135.4	101.2
Bingo	5.6	33.4	27.8
B2B.....	(4.0)	0.5	4.5
On-line Gaming & Betting	18.7	23.0	4.3
Other ⁽¹⁾	(14.1)	(13.6)	0.5
Total.....	126.1	331.4	205.4

(1) Other includes central corporate services and certain inter-segment consolidation adjustments.

Historical Group Results of Operations

Net Operating Revenues

Net operating revenues increased by €274.9 million, or 32.6%, to €1,117.3 million in 2021 from €842.4 million in 2020. The increase in net operating revenues was primarily due to the strong performance of all our divisions, in particular, our Casinos and Slots Divisions.

EBIT

EBIT increased by €234.3 million to €25.2 million in 2021 from negative €209.0 in 2020. The increase was primarily due to fewer temporary closures and restrictions on our operations due to the COVID-19 pandemic compared to the previous year.

EBITDA

EBITDA increased by €205.4 million to €331.4 million in 2021 from €126.1 million in 2020. EBITDA margin (EBITDA as a percentage of net operating revenues) increased from 15% in 2020 to an EBITDA margin of 29.7% in 2021.

The increase in EBITDA was due to the good performance of our Casinos and Slots business because of longer operational hours compared to 2020 when our operational hours were severely restricted due to the COVID-19 pandemic.

Financial Results

Financial results were negative €163.2 million (an increase of 5.8%) in 2021 compared to negative €154.3 million in 2020, primarily due to the impact of €9.8 million of premium paid for the redemption in full of the U.S. dollar denominated notes issued under the 2018 Indenture and the partial redemption of the 2023 Notes, with €7.1 million written-off as capitalized issuance costs.

Foreign Exchange Results

Foreign exchange results were negative €18.2 million in 2021 compared to €31.4 million in 2020. The difference was primarily due to the depreciation of the U.S. dollar against the euro.

Income Tax Expense

Income tax expense decreased to €12.3 million in 2021 from €64.9 million in 2020. The difference was primarily due to the lower capitalization of tax credits in all of the geographies in which we operate.

Net Profit

As a result of the foregoing, net profit, after minority interests, was negative €150.9 million in 2021 compared to negative €254.6 million in 2020.

Historical Results of Operations by Division

Slots

(in € millions)	For the year ended December 31,		
	2020	2021	Change
	(audited)	(audited)	
Operating Revenues	633.6	744.8	111.2
Variable rent	(167.4)	(214.5)	(47.1)
Net Operating Revenues	466.2	530.3	64.1
Consumption	(21.8)	(27.8)	(6.0)
Personnel expenses	(62.5)	(64.7)	(2.2)
Gaming taxes	(239.2)	(226.2)	13.0
External supplies and services	(56.9)	(58.7)	(1.8)
Depreciation, amortization and impairment	(121.6)	(110.6)	11.0
EBIT	(35.9)	42.3	78.1
EBITDA	85.7	152.9	67.2

Operating Revenues. Operating revenues from our Slots Division principally represent revenues collected from our slot machines after prize payouts. Operating revenues increased by 17.6% from €633.6 million in 2020 to €744.8 million in 2021.

Net Operating Revenues. Net operating revenues from our Slots Division represent operating revenues after variable rent payments made to site owners. Net operating revenues increased by 13.8% from €466.2 million in 2020 to €530.3 million in 2021.

In Spain, net operating revenues increased by 26.6% in 2021 compared to 2020, primarily due to fewer temporary closures and operational restrictions imposed by the Spanish government during 2021 in response to the COVID-19 pandemic, as compared to the previous year.

In Italy, net operating revenues decreased by 7.4% in 2021 compared to 2020. This decrease was primarily due to the full closure of all our operations in Italy during the six months ended June 30, 2021 due to the COVID-19 pandemic, compared to the previous year when operations in Italy were normal and/or resumed for approximately eight months of 2020.

Costs and Expenses. Costs and expenses for our Slots Division principally include taxes on gaming activities, payments to sub-operators under participation agreements, personnel expenditures, depreciation, amortization and impairment expenses and external supplies and services expenses.

Overall costs and expenses for our Slots Division decreased by 2.8% to €488.1 million in 2021 compared to €502.1 million in 2020. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* Consumption costs are primarily comprised of payments to sub-operators. This expense category increased by 27.3% from €21.8 million in 2020 to €27.8 million in 2021. As a percentage of segment net operating revenues, this expense category increased to 5.2% in 2021 from 4.7% in 2020.
- *Personnel Expenses.* Personnel expenses include wages and salaries for commercial, collection and technical support employees. This expense category increased by 3.6% to €64.7 million in 2021 from €62.5 million in 2020. As a percentage of segment net operating revenues, this expense category decreased to 12.2% in 2021 from 13.4% in 2020.
- *Gaming Taxes.* Gaming taxes, which in Spain are incurred annually based on a fixed amount for each machine but in Italy are incurred at a variable rate based on machine revenues, decreased by 5.4% from €239.2 million in 2020 to €226.2 million in 2021. As a percentage of segment net operating revenues, gaming taxes decreased to 42.7% in 2021 from 51.3% in 2020. The decrease in gaming taxes as a percentage of segment net operating revenues was primarily due to lower activity in Italy due to the full closure of all our operations during the six months ended June 30, 2021 as a result of the COVID-19 pandemic compared to the previous year when operations in Italy were normal and/or resumed for approximately eight months of 2020.
- *External Supplies and Services.* This expense category increased by 3.1% from €56.9 million in 2020 to €58.7 million in 2021. As a percentage of segment net operating revenues, this expense category decreased to 11.1% in 2021 from 12.2% in 2020.
- *Depreciation, Amortization and Impairment.* Depreciation, amortization and impairment expenses decreased by 9.0% from €110.6 million in 2021 to €121.6 million in 2020. As a percentage of segment net operating revenues, this expense category decreased from 26.1% in 2020 to 20.9% in 2021.

EBIT. EBIT for our Slots Division increased by €78.1 million from negative €35.9 million in 2020 to €42.3 million in 2021.

EBITDA. EBITDA for our Slots Division increased by 78.3% from €85.7 million in 2020 to €152.9 million in 2021. EBITDA margin (EBITDA as a percentage of segment net operating revenue) increased to 28.8% in 2021 compared to 18.4% in 2020.

In Spain, EBITDA increased by 80.8% to €150.4 million in 2021 from €83.2 million in 2020.

EBITDA for our Italian business slightly decreased by 3.1% to €2.4 million in 2021 as compared to €2.5 million in 2020.

Casinos

(in € millions)	For the year ended December 31,		
	2020	2021	Change
	(audited)	(audited)	
Operating Revenues	179.7	325.7	146.0
Variable rent	(1.3)	(1.4)	(0.1)
Net Operating Revenues	178.3	324.2	145.9
Consumption.....	(2.7)	(3.6)	(0.9)
Personnel expenses	(53.2)	(59.6)	(6.4)
Gaming taxes	(30.1)	(52.2)	(22.1)
External supplies and services	(58.2)	(73.5)	(15.3)
Depreciation, amortization and impairment	(144.0)	(130.6)	13.4
EBIT	(109.8)	4.8	114.6
EBITDA	34.2	135.4	101.2

Operating Revenues. Operating revenues from our casinos primarily comprise revenues from gaming tables and slot machines located at our casinos. We also generate revenues from restaurant services, admission ticket sales and tips and from bingo operations located at some of our electronic casinos in Latin America. Operating revenues from our casinos increased by 81.3% from €179.7 million in 2020 to €325.7 million in 2021.

Net Operating Revenues. Net operating revenues from our Casinos Division represent operating revenues after variable rent payments. Net operating revenues increased by 81.8% from €178.3 million in 2020 to €324.2 million in 2021.

Costs and Expenses. Costs and expenses from our casinos principally include personnel expenditures, depreciation, amortization and impairment expenses, taxes on gaming and other operating expenses.

Costs and expenses from our casinos increased from €288.1 million in 2020 to €319.5 million in 2021. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* Consumption costs principally include ordinary course costs such as playing cards and chips and food and beverage expenses. Consumption costs increased by 34.7% to €3.6 million in 2021 from €2.7 million in 2020. As a percentage of net operating revenues, this expense category remained stable.
- *Personnel Expenses.* Personnel expenses increased by 12.1% to €59.6 million in 2021 compared to €53.2 million in 2020. As a percentage of net operating revenues, this expense category decreased to 18.4% in 2021 compared to 29.8% in 2020.
- *Gaming Taxes.* Gaming taxes increased by 73.4% to €52.2 million in 2021 compared to €30.1 million in 2020. As a percentage of net operating revenues, this expense category remained stable.
- *External Supplies and Services.* External supplies and services expenses for our Casinos Division include costs such as security, travel, professional services, sales and marketing, and lease costs for our casinos. This expense category increased by 26.2% to €73.5 million in 2021 from €58.2 million in 2020, primarily due to the efficiency programs implemented by us, including targeted marketing to identify and attract specific clients and increase the operational efficiency throughout our operations. As a percentage of net operating revenues, this expense category decreased from 32.6% in 2020 to 22.7% in 2021.
- *Depreciation, Amortization and Impairment.* Depreciation, amortization and impairment expenses decreased to €130.6 million in 2021 compared to €144.0 million in 2020. As a percentage of net operating revenues, this expense category decreased from 80.7% in 2020 to 40.3% in 2021.

EBIT. EBIT from our Casinos Division increased to €4.8 million in 2021 from negative €109.8 million in 2020.

EBITDA. EBITDA for our Casinos Division increased by 296.3% to €135.4 million in 2021 from €34.2 million in 2020. EBITDA margin (EBITDA as a percentage of segment net operating revenues) increased to 41.8% in 2021 compared to 19.2% in 2020. The EBITDA increase was due to fewer restrictions on our operational hours and capacity during 2021 due to the COVID-19 pandemic, compared to the previous year.

Bingo

(in € millions)	For the year ended December 31,		
	2020 (audited)	2021 (audited)	Change
Operating Revenues	97.3	140.4	43.1
Variable rent	(2.8)	(4.3)	(1.5)
Net Operating Revenues	94.5	136.1	41.6
Consumption.....	(4.8)	(5.9)	(1.1)
Personnel expenses	(31.7)	(33.9)	(2.2)
Gaming taxes	(19.5)	(23.6)	(4.1)
External supplies and services	(32.9)	(39.3)	(6.4)
Depreciation, amortization and impairment	(50.9)	(48.5)	2.4
EBIT	(45.3)	(15.1)	30.2
EBITDA	5.7	33.4	27.8

Operating Revenues. Operating revenues from our Bingo Division include revenues from sales of traditional bingo cards, net of prize payouts, and revenues from electronic bingo and roulette games and slot machines located in our bingo

halls. Operating revenues also include revenues from the Bingo Division's 28 halls in Mexico, which have a broad entertainment offer, including casino-style slot machines.

The following table sets forth the number of bingo halls operated by our Bingo Division as of December 31, 2021 and 2020:

As of December 31	2020	2021
Spain.....	39	40
Mexico.....	28	28
Italy.....	12	12
Total.....	79	80

Operating revenues from our Bingo Division increased by 44.3% from €97.3 million in 2020 to €140.4 million in 2021.

Net Operating Revenues. Net operating revenues from our Bingo Division represent operating revenues after variable rent payments. Net operating revenues increased by 44.1% to €136.1 million in 2021 compared to €94.5 million in 2020. Revenues for our Spanish bingo business were positively impacted due to fewer restrictions on the operational hours and capacity of our operations during 2021 due to the COVID-19 pandemic, compared to the previous year.

Net operating revenues from our bingo halls in Mexico increased by 70.4% to €57.3 million in 2021 compared to €33.6 million in 2020. Revenues were positively impacted due to less severe restrictions due to the COVID-19 pandemic and the re-opening of our operations during 2021.

Costs and Expenses. Costs and expenses from our bingo operations principally include personnel expenditures, depreciation, amortization and impairment expenses, taxes on gaming and other operating expenses.

Costs and expenses for the Bingo Division increased by 8.2% from to €139.8 million in 2020 to €151.2 million in 2021. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* Consumption expense for our Bingo Division primarily relate to the ordinary course materials required to operate bingo halls, such as food and beverages and bingo supplies. Consumption expense increased by 22.7% from €4.8 million in 2020 to €5.9 million in 2021.
- *Personnel Expenses.* Personnel expenses are primarily comprised of the wages and salaries and employee benefits of our bingo hall staffs. Personnel expenses increased by 6.9% from €31.7 million in 2020 to €33.9 million in 2021. As a percentage of segment net operating revenues, this expenses category increased from 33.5% in 2020 to 24.9% in 2021.
- *Gaming Taxes.* Gaming taxes increased by 21.1% to €23.6 million in 2021 from €19.5 million in 2020. As a percentage of segment net operating revenues, this expense category slightly decreased from 20.6% in 2020 to 17.3% in 2021.
- *External Supplies and Services.* External expenses increased by 19.5% to €39.3 million in 2021 from €32.9 million in 2020, as a result of resuming our operations and activities in 2021. As a percentage of segment net operating revenues, this expense category decreased from 34.8% in 2020 to 28.9% in 2021.
- *Depreciation, Amortization and Impairment Expenses.* Depreciation, amortization and impairment expenses decreased from €50.9 million in 2020 to €48.5 million in 2021. As a percentage of segment net operating revenues, this expense category decreased from 53.8% in 2020 to 35.6% in 2021.

EBIT. EBIT from our Bingo Division increased from negative €45.3 million in 2020 to negative €15.1 million in 2021.

EBITDA. EBITDA for our Bingo Division increased to €33.4 million in 2021 from €5.7 million in 2020. EBITDA margin (EBITDA as a percentage of net operating revenues) increased from 5.9% in 2020 to 24.5% in 2021. The increase was due to fewer restrictions on our operational hours and capacity of our bingo halls due to the COVID-19 pandemic, compared to the previous year.

B2B

(in € millions)	Year ended December 31,		
	2020	2021	Change
	(audited)	(audited)	
Net Operating Revenues	39.8	51.2	11.4
Consumption.....	(19.7)	(26.6)	(6.9)
Personnel expenses	(17.6)	(17.8)	(0.2)
Gaming taxes	(0.2)	(0.2)	(0.0)
External supplies and services	(6.4)	(6.2)	0.2
Depreciation, amortization and impairment	(7.5)	(6.5)	0.9
EBIT	(11.5)	(6.1)	5.4
EBITDA	(4.0)	0.5	4.5

Net Operating Revenues. Net operating revenues of our B2B Division include revenues from sales of our slot machines and gaming kits and sales of slot machines produced by third parties by our distribution companies. Also included are revenues generated from supporting the Slots Division in Italy and interlinked bingo games in Madrid, Andalusia and Catalonia. Net operating revenues from our B2B Division increased by 28.5% to €51.2 million in 2021 from €39.8 million in 2020. The increase in net operating revenues was due to the re-opening of all our gaming segments in Spain, allowing us to resume orders from our customers.

Costs and Expenses. Costs and expenses from our B2B Division are comprised principally of cost of components, direct labor costs, sub-contracting costs, personnel expenditures, depreciation, amortization and impairment expenses and other expenditures such as research and development costs (to the extent not capitalized) and marketing costs.

Costs and expenses for our B2B Division increased by 11.6% from €51.3 million in 2020 to €57.3 million in 2021. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* Consumption costs are primarily comprised of purchases of semi-finished and finished components. Consumption costs increased by 34.9% from €19.7 million in 2020 to €26.6 million in 2021. As a percentage of net operating revenues, this expense category increased from 49.6% in 2020 to 52.0% in 2021.
- *Personnel Expenses.* Personnel expenses increased by 1.4% from €17.6 million in 2020 to €17.8 million in 2021. As a percentage of net operating revenues, this expense category decreased from 44.1% in 2020 to 34.8% in 2021.
- *External Supplies and Services.* External supplies and services expenses decreased by 3.3% from €6.4 million in 2021 to €6.2 million in 2020. As a percentage of net operating revenues, this expense category decreased from 16.0% in 2020 to 12.0% in 2021 due to the decrease in variable costs as a result of certain efficiency measures implemented in 2021.
- *Depreciation, Amortization and Impairment Expenses.* For our B2B Division, this expense category includes depreciation, amortization and impairment expenses. Depreciation, amortization and impairment expenses decreased by 12.5% from €7.5 million in 2020 to €6.5 million in 2021. As a percentage of net operating revenues, this expense category decreased from 18.8% in 2020 to 12.8% in 2021.

EBIT. EBIT from our B2B Division increased from negative €11.5 million in 2020 to negative €6.1 million in 2021.

EBITDA. EBITDA for our B2B Division increased from negative €4.0 million in 2020 to €0.5 million in 2021 primarily due to the recovery of our operations in the Spanish market.

On-line Gaming & Betting

(in € millions)	Year ended December 31,		
	2020	2021	Change
	(audited)	(audited)	
Operating Revenues	110.6	130.0	19.4
Variable rent.....	(0.1)	(0.1)	0.0
Net Operating Revenues	110.5	129.9	19.4
Consumption.....	(0.7)	(0.6)	0.1

(in € millions)	Year ended December 31,		
	2020	2021	Change
	(audited)	(audited)	
Personnel expenses	(19.0)	(20.2)	(1.2)
Gaming taxes	(15.8)	(17.1)	(1.2)
External supplies and services	(56.2)	(69.0)	(12.8)
Depreciation, amortization and impairment	(13.8)	(19.1)	(5.2)
EBIT	4.9	3.9	(0.9)
EBITDA.....	18.7	23.0	4.3

Operating revenues from our On-line Gaming & Betting Division increased by 17.6% from €110.6 million in 2020 to €130.0 million in 2021.

Net Operating Revenues. Net operating revenues from our On-line Gaming & Betting Division represent operating revenues after variable rent payments. Net operating revenues increased by 17.6% to €129.9 million in 2021 compared to €110.5 million in 2020. Revenues for our On-line Gaming & Betting Division were positively impacted during 2021 as sports and other events resumed after temporary closure of activities during 2020 due to the COVID-19 pandemic.

Costs and Expenses. Costs and expenses from our On-line Gaming & Betting Division principally include personnel expenditures, depreciation, amortization and impairment expenses, taxes on gaming and other operating expenses.

Costs and expenses for the On-line Gaming & Betting Division increased by 19.3% from €105.6 million in 2020 to €125.9 million in 2021. The key changes in the components of segment operating expenses are as follows:

- *Consumption.* Consumption expense for our On-line Gaming & Betting Division primarily relate to ordinary course costs such as spare parts for machines. Consumption expense remained stable at €0.6 million in 2021 from €0.7 million in 2020.
- *Personnel Expenses.* Personnel expenses are primarily comprised of the wages and salaries and employee benefits of our sports betting and online staff. Personnel expenses increased by 6.3% from €19.0 million in 2020 to €20.2 million in 2021. As a percentage of segment net operating revenues, this expenses category decreased to 15.6% in 2021 from 17.2% in 2020.
- *Gaming Taxes.* Gaming taxes increased by 7.9% to €17.1 million in 2021 from €15.8 million in 2020.
- *External Supplies and Services.* External expenses increased by 22.8% to €69.0 million in 2021 from €56.2 million in 2020.
- *Depreciation, Amortization and Impairment Expenses.* Depreciation, amortization and impairment expenses increased from €13.8 million in 2020 to €19.1 million in 2021. This increase was primarily due to amortization of installation rights for the purchase of new companies including the acquisition of Marca Apuestas and Bet on Red Digital, S.A.

EBIT. EBIT from our On-line Gaming & Betting Division decreased from €4.9 million in 2020 to €3.9 million in 2021.

EBITDA. EBITDA for our On-line Gaming & Betting Division increased by 22.9% to €23.0 million in 2021 from €18.7 million in 2020. EBITDA margin (EBITDA as a percentage of net operating revenues) increased to 17.7% in 2021 compared to 16.9% in 2020.

Liquidity and Capital Resources

Historical Cash Flows. The following is a brief description of certain line items that are included in our consolidated statement of cash flows:

Purchase and development of intangibles. We capitalize those development costs which qualify for recognition as an asset pursuant to IAS 38 which, in any case, represent a minority portion of the total expenditures in research and development linked to our B2B operations under our Slots Spain Division. The total cash outflows associated with these expenditures are included in our statement of cash flows as “Purchase and development of intangibles.” Under IFRS, this line item also includes the amounts we pay to owners of the premises where we have our slot machines for exclusivity rights.

Interest received on loans granted & cash revenues from other financial assets. We have granted loans to the owners of hotels in the Dominican Republic where we have (or previously had) casinos. Payments of interest received with respect to these loans are recorded in “Interest received on loans granted & cash revenues from other financial assets” in our consolidated statement of cash flows.

Purchase of other financial assets. Variations in the amount of securities we own and variations in deposits and warranties primarily relating to deposits with casino site owners are recorded as “Purchase of other financial assets.” This line item also includes deposits with the Italian slots regulator, the ADM. See “*Regulation—Italy.*”

Net foreign exchange differences. This line item shows the effects of differences between initial and period-end exchange rates on balances of cash and cash equivalents in currencies other than the euro.

Consolidated Statement of Cash Flows

Nine months ended September 30, 2023 compared to the nine months ended September 30, 2022

(in € millions)	Nine months ended September 30,	
	2022 (unaudited)	2023 (unaudited)
Cash flows from operating activities		
Profit before tax, as per the consolidated profit and loss accounts	73.9	107.7
Adjustments for non-cash revenues and expenses:		
Depreciation, amortization and impairment	223.5	234.1
Allowances for doubtful accounts and inventories	2.2	2.3
Other	0.7	3.3
Financial items included in profit before tax:		
Financial results	97.3	121.8
Foreign exchange results	0.2	(1.3)
Results on sale of non-current assets	0.8	2.4
Adjusted profit before tax from operations before changes in net operating assets	398.6	470.3
Variations in:		
Receivables	(11.6)	(3.4)
Inventories	(5.3)	2.0
Suppliers, gaming taxes and other payables	13.1	7.4
Accruals, net	11.9	1.2
Cash generated from operations	406.7	477.5
Income taxes paid	(19.5)	(58.9)
Net cash flows provided by operating activities	387.2	418.6
Cash flows from (used in) investing activities		
Purchase and development of property, plant and equipment	(49.3)	(51.5)
Purchase and development of intangibles	(47.9)	(72.0)
Acquisition of participating companies, net of cash acquired	(46.3)	(41.0)
Proceeds from other financial assets	3.6	2.9
Purchase of other financial assets	(4.9)	(7.8)
Interest received on loans granted and cash revenues from other financial assets ..	1.1	2.5
Net cash flows used in investing activities	(143.7)	(166.9)
Cash flows from (used in) financing activities		
Proceeds/(Payment) from financial loans	(144.8)	(63.8)
Issuance of bonds	—	693.5
Repayment of bonds	—	(650.0)
Deferred gaming taxes, payables	(2.8)	(2.1)
Capital lease payments	(0.4)	(0.3)
Lease principal payments	(47.5)	(53.1)
Interest paid on financial debt	(76.7)	(115.0)
Dividends, Share Premium Refund and other	(12.4)	(44.5)
Net cash flows from (used in) financing activities	(284.6)	(235.3)
Net variation in cash and cash equivalents	41.1	16.4
Net foreign exchange differences	0.0	1.7

(in € millions)	Nine months ended September 30,	
	2022	2023
	(unaudited)	(unaudited)
Cash and cash equivalents at January 1	280.2	213.4
Cash and cash equivalents at September 30	239.1	231.5

Cash Flows from Operating Activities. Our net cash flow from operating activities was €418.6 million in the nine months ended September 30, 2023 and €387.2 million in the nine months ended September 30, 2022. The difference in our net cash flow from operating activities in the nine months ended September 30, 2023 compared to the nine months ended September 30, 2022 was primarily due to the improvement in EBITDA, which was partially offset by the increase in income tax paid as operations resumed to normal after the COVID-19 pandemic.

Cash Flows used in Investing Activities. Our net cash flow used in investing activities was negative €166.9 million in the nine months ended September 30, 2023 and negative €143.7 million in the nine months ended September 30, 2022. The difference in our net cash flow used in investing activities in the nine months ended September 30, 2023 as compared to the nine months ended September 30, 2022 was due to increased capital expenditures after the COVID-19 pandemic.

Cash Flows from (used in) Financing Activities. Our net cash flow used in financing activities was negative €235.3 million in the nine months ended September 30, 2023 and net cash flow used in financing activities was negative €284.6 million in the nine months ended September 30, 2022. The difference in our net cash flow used in financing activities in the nine months ended September 30, 2023 compared to the nine months ended September 30, 2022 was primarily due to the partial repayment of the Revolving Credit Facility and higher interest expense in connection with the 10.375% 2027 Notes.

Year ended December 31, 2022 compared to the year ended December 31, 2021

(in € millions)	Year ended December 31,	
	2021	2022
	(audited)	(audited)
Cash flows from operating activities		
Profit before tax, as per the consolidated profit and loss accounts	(158.3)	109.2
Adjustments for non-cash revenues and expenses:		
Depreciation, amortization and impairment	305.7	297.8
Allowances for doubtful accounts and inventories	0.5	4.8
Other	7.6	(1.2)
Financial items included in profit before tax:		
Financial results	163.2	137.9
Foreign exchange results	18.2	(2.2)
Results on sale of non-current assets	2.3	5.0
Adjusted profit before tax from operations before changes in net operating assets	339.2	551.3
Variations in:		
Receivables	(9.7)	(9.6)
Inventories	(0.5)	(1.4)
Payables	42.9	7.8
Accruals, net	5.8	0.9
Cash generated from operations	377.7	549.0
Income taxes paid	(10.2)	(35.3)
Net cash flows from operating activities	367.5	513.7
Cash flows from (used in) investing activities		
Purchase and development of property, plant and equipment	(59.8)	(73.0)
Purchase and development of intangibles	(50.5)	(71.5)
Acquisition of participating companies, net of cash acquired	(21.2)	(65.7)
Proceeds from other financial assets	5.0	0.0
Purchase of other financial assets	(9.0)	(10.7)
Interest received on loans granted and cash revenues from other financial assets	1.1	1.6
Net cash flows used in investing activities	(134.4)	(219.3)

(in € millions)	Year ended December 31,	
	2021	2022
	(audited)	(audited)
Cash flows from (used in) financing activities		
Proceeds from bank borrowings	1,759.1	1,371.1
Repayment of bank borrowings	(1,823.3)	(1,531.6)
Issuance of bonds	615.0	416.9
Repayment of bonds	(530.3)	(403.0)
Deferred taxes, payable	(73.1)	(5.0)
Finance lease payments	(0.7)	(0.4)
Lease principal payments	(50.3)	(63.4)
Interest paid on financial debt	(125.8)	(122.5)
Dividends and other	(6.0)	(23.8)
Net cash flows from (used in) financing activities	(235.4)	(361.7)
Net variation in cash and cash equivalents	(2.2)	(67.3)
Net foreign exchange differences	(0.9)	0.4
Cash and cash equivalents at January 1	283.3	280.2
Cash and cash equivalents at December 31	280.2	213.3

Cash Flows from Operating Activities. Our net cash flow from operating activities was €513.7 million in 2022 and €367.5 million in 2021. The difference in our net cash flow from operating activities in 2022 compared to 2021 was primarily due to improvement in EBITDA, which was partially offset by the adverse impact of working capital movements resulting from the variation in payables following the recovery of all of our business divisions as operations resumed to normal after the COVID-19 pandemic.

Cash Flows used in Investing Activities. Our net cash flow used in investing activities was €219.3 million in 2022 and €134.4 million in 2021. The difference in our net cash flow used in investing activities in 2022 compared to 2021 was due to increased capital expenditure and acquisitions after the COVID-19 pandemic.

Cash Flows from (used in) Financing Activities. Our net cash outflow for financing activities was €361.7 million in 2022 compared to a net cash outflow of €235.4 million in 2021. The difference in our net cash outflow for financing activities in 2022 compared to 2021 was primarily due to the partial repayment of the Revolving Credit Facility.

Year ended December 31, 2021 compared to the year ended December 31, 2020

(in € millions)	Year ended December 31,	
	2020	2021
	(audited)	(audited)
Cash flows from operating activities		
Profit before tax, as per the consolidated profit and loss accounts	(333.6)	(158.3)
Adjustments for non-cash revenues and expenses:		
Depreciation, amortization and impairment	326.5	305.7
Allowances for doubtful accounts and inventories	8.6	0.5
Other	4.4	7.6
Financial items included in profit before tax:		
Financial results	154.3	163.2
Foreign exchange results	(31.4)	18.2
Results on sale of non-current assets	1.7	2.3
Adjusted profit before tax from operations before changes in net operating assets	130.5	339.2
Variations in:		
Receivables	11.6	(9.7)
Inventories	1.0	(0.5)
Payables	(39.8)	42.9
Accruals, net	(4.0)	5.8
Cash generated from operations	99.3	377.7
Income taxes paid	(14.8)	(10.2)
Net cash flows from operating activities	84.5	367.5
Cash flows from (used in) investing activities		
Purchase and development of property, plant and equipment	(78.4)	(59.8)
Purchase and development of intangibles	(46.8)	(50.5)
Acquisition of participating companies, net of cash acquired	(26.9)	(21.2)

(in € millions)	Year ended December 31,	
	2020	2021
	(audited)	(audited)
Proceeds from other financial assets.....	34.0	5.0
Purchase of other financial assets	(0.2)	(9.0)
Interest received on loans granted and cash revenues from other financial assets	1.2	1.1
Net cash flows used in investing activities	(117.1)	(134.4)
Cash flows from (used in) financing activities		
Proceeds from bank borrowings	1,184.2	1,759.1
Repayment of bank borrowings	(925.7)	(1,823.3)
Issuance of bonds	—	615.0
Repayment of bonds	—	(530.3)
Deferred taxes, payable	80.2	(73.1)
Finance lease payments	(0.2)	(0.7)
Lease principal payments	(48.6)	(50.3)
Interest paid on financial debt	(122.8)	(125.8)
Dividends and other.....	(4.1)	(6.0)
Net cash flows from (used in) financing activities	163.0	(235.4)
Net variation in cash and cash equivalents	130.4	(2.2)
Net foreign exchange differences	(6.8)	(0.9)
Cash and cash equivalents at January 1	159.7	283.3
Cash and cash equivalents at December 31.....	283.3	280.2

Cash Flows from Operating Activities. Our net cash flow from operating activities was €367.5 million in 2021 and €84.5 million in 2020. The difference in our net cash flow from operating activities in 2021 compared to 2020 was primarily due to improvement in EBITDA and working capital movements linked to the re-opening of our operations globally. Further, for the year ended December 31, 2021 and onwards, “gaming taxes, payable” have been re-classified from being an item under cash flows from operating activities to an item under cash flows (used in) financing activities.

Cash Flows used in Investing Activities. Our net cash flow used in investing activities was €134.4 million in 2021 and €117.1 million in 2020. The difference in our net cash flow used in investing activities in 2021 compared to 2020 was due to lower proceeds from sales of financial assets.

Cash Flows from (used in) Financing Activities. Our net cash outflow for financing activities was €235.4 million in 2021 compared to a net cash inflow of €163.0 million in 2020. The difference in our net cash flow from in financing activities in 2021 compared to 2020 was primarily due to the repayment of deferred gaming taxes in Spain and Italy in 2021 and the repayment of the Second Revolving Credit Facility. Further, for the year ended December 31, 2021 and onwards, “gaming taxes, payable” have been re-classified from being an item under cash flows from operating activities to an item under cash flows (used in) financing activities.

Working Capital Requirements

The operation of our various businesses, in the aggregate, is not working capital intensive. Our working capital requirements largely arise in our B2B Division. We manage our working capital requirements on a centralized basis at the Group level rather than by business division or by geographic area. We have historically funded our operating cash flow requirements through funds generated from our operations, from borrowings under bank facilities and debt securities and through funds from other finance sources. Although our Casinos Division and Slots Division do have certain limited working capital requirements, particularly for cash, we believe that these divisions are cash-generative and fund a substantial portion of the working capital needs of the B2B Division.

We anticipate that our working capital requirements in the foreseeable future will generally be stable. However, these requirements can fluctuate for a variety of factors, including level of activity and our operations after the COVID-19 pandemic, acquisitions, changes in regulation and general economic environment.

Nine months ended September 30, 2023 compared to the nine months ended September 30, 2022

The following table, which is derived from our consolidated statement of cash flows, sets forth movements in our working capital for the periods indicated:

(in € millions)	Nine months ended September 30,	
	2022 (unaudited)	2023 (unaudited)
Variations in:		
Receivables	(11.6)	(3.4)
Inventories	(5.3)	2.0
Payables	13.1	7.4
Accruals, net	11.9	1.2
Total	8.1	7.2

Our results of operations can be impacted by the level of allowances for doubtful accounts. Movements in these allowances are recorded in “*Change in trade provisions*” in our profit and loss account. Changes in trade provisions changed from €2.2 million in the nine months ended September 30, 2022 to €2.3 million in the nine months ended September 30, 2023.

The total variation in working capital was positive €7.2 million in the nine months ended September 30, 2023 and positive €8.1 million in the nine months ended September 30, 2022. The difference in working capital was primarily attributable to the full recovery of our operations and activities after the COVID-19 pandemic.

Year ended December 31, 2022 compared to the year ended December 31, 2021

The following table, which is derived from our consolidated statement of cash flows, sets forth movements in our working capital for the periods indicated:

(in € millions)	Year ended December 31,	
	2021	2022
Variations in:		
Receivables	(9.7)	(9.6)
Inventories	(0.5)	(1.4)
Payables	42.9	7.8
Accruals, net	5.8	0.9
Total	38.5	(2.3)

Our results of operations can be impacted by the level of allowances for doubtful accounts. Movements in these allowances are recorded in “*Change in trade provisions*” in our profit and loss account. Changes in trade provisions changed from €0.5 million in 2021 to €4.8 million in 2022.

The total variation in working capital changed to negative €2.3 million in 2022 from positive €38.5 million in 2021. The change in working capital was primarily attributable to variation in payables following the full recovery of our operations and activities after the COVID-19 pandemic.

Year ended December 31, 2021 compared to the year ended December 31, 2020

The following table, which is derived from our consolidated statement of cash flows, sets forth movements in our working capital for the periods indicated:

(in € millions)	Year ended December 31,	
	2020	2021
Variations in:		
Receivables	11.6	(9.7)
Inventories	1.0	(0.5)
Payables	(39.8)	42.9
Accruals, net	(4.1)	5.8
Total	(31.2)	38.5

Our results of operations can be impacted by the level of allowances for doubtful accounts. Movements in these allowances are recorded in “*Change in trade provisions*” in our profit and loss account. Changes in trade provisions changed from €8.6 million in 2020 to €0.5 million in 2021.

The total variation in working capital changed to positive €38.5 million in 2021 from negative €(31.2) million in 2020. The change in working capital was primarily attributable to variation in payables due to the COVID-19 pandemic such as gaming taxes which were not payable during 2020 but became payable in 2021 once operations resumed.

Capital Expenditures

We define capital expenditures to include the following items of our consolidated statement of cash flows: “Purchase and development of property, plant and equipment” and “Purchase and development of intangibles.”

(in € millions)	Year ended December 31,			Nine months ended September 30,	
	2020	2021	2022	2022	2023
	(audited)	(audited)	(audited)	(unaudited)	(unaudited)
Purchase and development of property, plant and equipment.....	(78.4)	(59.8)	(73.0)	(49.3)	(51.5)
Purchase and development of intangibles.....	(46.8)	(50.5)	(71.5)	(47.9)	(72.0)
Total Capital Expenditures.....	(125.2)	(110.3)	(144.5)	(97.2)	(123.5)

Our capital expenditures primarily consist of investments to maintain the quality of our facilities, to expand our capacity in our Slots Spain and Casinos Divisions and to fund research and development expenditures made to support our B2B operations. The following table sets forth our capital expenditures by business division:

(in € millions)	Year ended December 31,			Nine months ended September 30,	
	2020	2021	2022	2022	2023
	(audited)	(audited)	(audited)	(unaudited)	(unaudited)
Capital expenditures by business division					
Casinos	40.2	32.3	39.8	35.1	55.2
Slots Spain.....	60.1	60.4	74.4	49.0	54.4
Slots Italy.....				3.3	6.6
Bingo	14.4	8.0	13.5	—	—
B2B.....	3.0	2.6	3.7	—	—
On-line Gaming & Betting	6.3	6.8	12.9	9.7	6.6
Structure	1.2	0.2	0.2	0.1	0.7
Total Capital Expenditures.....	125.2	110.3	144.5	97.2	123.5

Our total capital expenditures for the nine months ended September 30, 2023 and September 30, 2022, were €123.5 million and €97.2 million, respectively.

Our total capital expenditures for 2022 were €144.5 million. Our major capital expenditures in 2022 included:

- €113.4 million of maintenance expenditures; and
- €31.1 million on the other expansion of our business.

Our total capital expenditures for 2021 were €110.3 million. Our major capital expenditures in 2021 included:

- €92.7 million of maintenance expenditures; and
- €17.6 million on the other expansion of our business.

Our total capital expenditures for 2020 were €125.2 million. Our major capital expenditures in 2020 included:

- €105.2 million of maintenance expenditures; and
- €20.0 million on the other expansion of our business.

Our expected capital expenditures for 2024 are estimated at approximately €175 – €190 million.

Contractual Obligations

We have numerous contractual commitments providing for payments pursuant to, among other things, leases for casinos, production plants, warehouses and office facilities, equipment leases, automobile leases and payments to site owners and sub-operators in our slots businesses. We also have, and will have, payment obligations pursuant to our outstanding borrowings, including the financial obligations arising from the New Notes, the 2027 Notes and the 2028 Notes.

Our consolidated contractual obligations as of September 30, 2023 were as follows:

(in € millions)	Total	Payments due by period		
		Less than 1 year	1-3 years	After 4 years
Contractual Obligations				
Long term debt	2,365.2	—	1,210.9	1,154.3
Other financial debt	31.1	7.5	15.7	7.9
Finance lease agreements (short term)	0.6	0.6	—	—
Other obligations (short term)	97.9	97.9	—	—
Multigroup and affiliated companies	4.7	—	4.7	—
Total contractual obligations	2,499.5	106.0	1,231.3	1,162.2

Off-Balance Sheet Arrangements

We generally do not utilize off-balance sheet arrangements, other than performance bonds for obligations for gaming taxes and prizes and other obligations. See notes 15 and 22 to our consolidated financial statements as of and for the year ended December 31, 2022 and “*Market Risks*.”

Liquidity

Intra Group Funding for the Group

The liquidity needs of the Group are met through a combination of internally generated cash flow, dividends, intercompany loans, capital contributions, intra-Group payment obligations and payments under management services agreements and other arrangements.

Our subsidiaries may be restricted from providing funds to us and our other subsidiaries under some circumstances. Certain subsidiaries are subject to corporate law and contractual restrictions, including restrictions under debt instruments, that limit their ability to pay dividends or make other payments.

A significant portion of the Group’s revenues and EBITDA is generated by its Latin American businesses. If we were unable to repatriate some or all of our profits from our Latin American businesses, we would not be able to use the cash flow from these businesses to fund the liquidity needs of the other members of the Group.

External Sources of Liquidity

Our principal external sources of liquidity during the periods under review have been the issuance of debt securities, borrowings under long-term and short-term credit facilities, gaming tax deferrals, local lines of credit and overdraft facilities, as well as finance leases. In addition, we expect that as in the past, certain of our partners in joint ventures and companies in which we hold a minority interest will provide funding for these joint ventures and companies. Our principal external sources of liquidity have been debt securities, the Revolving Credit Facility, the Second Revolving Credit Facility (which was repaid and cancelled in full on September 27, 2021, with the proceeds of the 4.500% 2027 Notes), the Term Loan Facility (which was repaid and cancelled in full on November 7, 2022) and the other sources of liquidity such as local lines of debt for the Group as summarized in “*Description of Other Indebtedness*.” We used a portion of the proceeds from the issuance of the €390 million aggregate principal amount of the 2025 Notes in May 2019 to fund the acquisition of Giga Game System Operation, S.L.U. and certain of its subsidiaries. We have utilized the remaining proceeds for general corporate purposes, including acquisitions. The proceeds from the issuance of the €490 million aggregate principal amount of the 2025 Floating Rate Notes in August 2019 were used to redeem in full the floating rate notes due 2023 and a portion of the U.S. dollar denominated notes issued under the 2018 Indenture. The proceeds from the issuance of the €615 million aggregate principal amount of the 4.500% 2027 Notes in September 2021 were used to redeem in full the U.S. dollar denominated notes issued under the 2018 Indenture, to redeem a portion of the Euro denominated notes issued under the 2018 Indenture and to repay and cancel the Second Revolving Credit Facility. The proceeds from the issuance of the €425 million aggregate principal amount of 10.375% 2027 Notes in November 2022 were used to

redeem a portion of the 2023 Notes. The proceeds from the issuance of the €375 million aggregate principal amount of the 2028 Fixed Rate Notes and the €325 million aggregate principal amount of the 2028 Floating Rate Notes in July 2023 were used to redeem in full the entire outstanding amount of the 2023 Notes and to redeem the entire outstanding amount of the 2025 Floating Rate Notes.

We intend to use the proceeds of this Offering (i) to redeem the entire outstanding amount of the 2025 Notes issued under the 2019 Indenture, (ii) for distribution to LHMC Finco 2 S.à r.l. in order to repay a portion of the outstanding amount of its PIK Notes issued under the PIK Indenture, (iii) to redeem a portion of the outstanding amount of the 10.375% 2027 Notes issued under the 2019 Indenture, (iv) to pay the accrued and unpaid interest in respect of the 2025 Notes and the PIK Notes being redeemed and the redemption premium and accrued and unpaid interest in respect of the 10.375% 2027 Notes being redeemed as well as fees and expenses associated with the Offering and (v) for general corporate purposes.

We continue to monitor and limit our exposure to short-term borrowings in Spain and Italy given the restrictions on liquidity that the Spanish banking and Italian systems have been experiencing, particularly due to the COVID-19 pandemic. We also seek to limit our exposure to cross-border risk in our financings. In furtherance of these objectives, we are seeking to improve our debt maturity profile. We also have been exploring opportunities to obtain local financings in certain jurisdictions in which we operate, in addition to our bank facilities in Colombia, Panama and Italy.

We have substantial debt and debt service obligations. As of September 30, 2023, after giving effect to the Refinancing Transactions, we would have had €2,707.2 million of total debt. See “*Capitalization.*” Our level of debt has increased during the last five years, particularly due to the COVID-19 pandemic. In addition, we may incur substantial additional debt in the future. See “*Risk Factors—Risks Related to Our Structure—The Group’s significant leverage and debt service obligations could materially adversely affect its business and prevent it from fulfilling its obligations with respect to the New Notes and the Guarantees.*”

We will continue to need significant cash resources to, among other things:

- meet our debt service requirements under the New Notes, the 2027 Notes, the 2028 Notes and our other indebtedness;
- fund our working capital requirements, particularly for our B2B Division;
- make capital investments to comply with our existing contractual obligations and the terms of our licenses, to acquire new slot machines and to maintain and to expand our slots business in Spain and adjacent markets, our slots business in Italy, our casino operations in Latin America and our bingo hall business in Mexico;
- make other investments in the gaming business, including joint ventures and minority investments, and acquiring majority control of existing joint ventures and investments;
- fund our research and development activities;
- fund deferred lease payments; and
- gaming taxes.

We believe that our cash flow from operations and available cash and our other available external financing sources will be adequate to meet our future liquidity needs for the foreseeable future, although we cannot assure you that this will be the case. See “*Risk Factors—Risks Related to Our Structure—The Group’s significant leverage and debt service obligations could materially adversely affect its business and prevent it from fulfilling its obligations with respect to the New Notes and the Guarantees.*”

If we are required to borrow additional amounts, our ability to do so could be restricted by the terms of the Indenture, the 2019 Indenture and the terms of our bank indebtedness. See “*Risk Factors—Risks Related to Our Structure—We are subject to restrictive covenants under our Revolving Credit Facility Agreement, the Indenture, the 2019 Indenture and the PIK Indenture which could impair our ability to run our business.*”

Our future operating performance and our ability to service or refinance the 2027 Notes, the 2028 Notes and the New Notes are subject to future economic conditions, financial, business and other factors, many of which are beyond our control.

As part of our ongoing efforts to manage our debt profile, we may from time to time repay, prepay or repurchase our existing indebtedness prior to its scheduled maturity.

Effects of Inflation

Our performance is affected by inflation to a limited extent. In recent years, the impact of inflation on our operations in Spain has not been material. However, our international operations, particularly those in some countries in Latin America, are subject to relatively high inflation rates.

Effects of Related Party Transactions

We have engaged in a significant number and variety of transactions with Blackstone and our management, and certain other companies associated with Blackstone and our management. See “*Certain Relationships and Related Party Transactions.*”

The Company has not paid any dividends to its shareholders during the period under review.

Employee Benefit Plans

We maintain employee benefit plans for certain employees in our Bingo Division. Additionally, we have approved an Incentive Plan designed to retain strategic senior managers and optimize their results (the “*Plan de Incentivo Dinerario Plurianual 2019 2023*” or “*Multiyear Incentive Plan 2019 2023*”). We do not have any material pension commitments or other similar obligations.

Critical Accounting Policies

Our consolidated financial statements and the accompanying notes contain information that is pertinent to this discussion and analysis of our financial position and results of operations. The preparation of financial statements in conformity with IFRS requires our management to make estimates and assumptions that affect the reported amount of assets, liabilities, revenue and expenses, and the related disclosure of contingent assets and liabilities. Estimates are evaluated based on available information and experience. Actual results could differ from these estimates under different assumptions or conditions. We believe that, in particular, the critical accounting policies and estimates discussed below involve significant management judgment due to the sensitivity of the methods and assumptions necessary in determining the related asset, liability, revenue and expense amounts. For a detailed description of our significant accounting policies, see note 2 to our consolidated financial statements as of and for the year ended December 31, 2022.

Allowance for doubtful accounts

We maintain an allowance for doubtful accounts related to our accounts, contracts and notes receivable that we have deemed to have a high risk of collectability. We analyze historical collection trends, customer concentrations, customer creditworthiness, current economic trends and changes in our customer payment patterns when evaluating the adequacy of our allowance for doubtful accounts. While we believe that our estimates for these matters are reliable and calculated with due care, if we changed our assumptions and estimates, our bad debt expense could change, which could impact our operating income.

Inventory

We regularly review inventory quantities on hand and record charges for excess and obsolete inventory, based primarily on our estimated forecast of product demand and production requirements. The determination of obsolete or excess inventory requires us to estimate the future demand for our slot machines and gaming kits within specific time horizons. If our demand forecast for specific products is greater than actual demand and we fail to reduce manufacturing output accordingly, we may need to record additional charges for inventory obsolescence, which would have a negative impact on our operating income.

Intangible assets

Our intangible assets include capitalized development costs, authorizations or licenses and installation rights.

We assign useful lives to our intangible assets based on the period of time that the assets are expected to contribute directly or indirectly to our future cash flows. We consider certain factors when assigning useful lives such as legal, regulatory and contractual provisions, as well as the effects of obsolescence, demand, competition and other economic factors. We are required to use judgment and make estimates to determine the useful lives of intangible assets. We amortize

our intangible assets to reflect the pattern in which the economic benefits for the assets will be consumed based on projected revenues.

Impairment

Impairment of Non-Financial Assets

We assess for impairment at year end for all non-financial assets which carrying amount could be unrecoverable. Goodwill and intangible assets with an indefinite useful life are tested for impairment annually, or when there is evidence of impairment.

We assess at each year end whether there is an indication that a non-current asset may be impaired. If any indication exists, and when an annual impairment test is required, we estimate the asset's recoverable amount. The recoverable amount is the higher of the asset's fair value less cost to sell and value in use, and it is established for each separate asset, unless for assets that do not generate cash inflows that are largely independent of those from other assets or groups of assets. When the carrying amount of an asset exceeds its recoverable amount, the asset is considered impaired and its carrying amount is reduced to the recoverable amount. To assess value in use, expected cash flows are discounted to their present value using risk free market rates, adjusted by the risks specific to the asset. Impairment losses from continuing activities are recognized in the consolidated statement of comprehensive income based on the nature of the impaired asset.

We assess at year end indicators of impairment losses previously recorded in order to verify whether they have disappeared or decreased. If there are indicators, we estimate a new recoverable amount. A previously recognized impairment loss is reversed only if the circumstances giving rise to it have disappeared, since the last loss for depreciation was recognized, except that goodwill impairment losses cannot be reversed in future periods. In this regard, the asset's carrying amount increases to their recoverable amount. The reversal is limited to the carrying amount that would have been determined had no impairment loss been recognized for the asset.

The reversal is recognized in the consolidated statement of comprehensive income. Upon such reversal, the depreciation expense is adjusted in the following periods to amortize the asset's revised book value, net of its residual value, systematically over the asset's useful life.

Impairment of Financial Assets

We assess at year end if financial assets or group of financial assets are impaired. To assess the impairment of certain assets, the following criteria are applied:

- Assets measured at amortized cost.

If there is objective evidence that there is an impairment loss of loans and other receivables recorded at amortized cost, the loss is measured as the difference between the net carrying amount and the present value of estimated cash flows, discounted at the current market rate upon initial recognition. The net carrying amount is reduced by an allowance, and the loss is recorded in the consolidated statement of comprehensive income.

Impairment loss is reversed only if the circumstances giving rise to it have ceased to exist. Such reversal is limited to the carrying amount of the financial asset that would have been recognized on the reversal date had no impairment loss been recognized.

In regard with trade and other receivables, when there is objective evidence of not collecting them, an allowance is made based on identified bad debts risk.

- Available-for-sale financial assets.

If a financial asset available-for-sale is impaired, the difference between its cost (net of any repayment) and present fair value, less any previous impairment loss recognized in equity are taken to the consolidated statement of comprehensive income. Reversals related to equity instruments classified as available-for-sale are not recognized in the consolidated statement of comprehensive income, but the associated increase in value is directly recorded in equity.

Business combinations and goodwill

For each business combination, we assess the fair value of assets, liabilities and acquired contingent liabilities, allocating the cost of the business combination to the identified elements. Likewise, goodwill arising from acquisitions is assigned to its corresponding cash-generating unit, based on expected synergies, for subsequent impairment tests.

Income taxes

For financial reporting, we use estimates and judgments to determine our current tax liability as well as taxes deferred until future periods. Deferred taxes account for temporary differences between taxable income and accounting income. Deferred tax assets and tax credits from tax loss carry forwards are recognized when it is probable that sufficient taxable profits exist to realize such tax asset. When we or a participating company recognize deferred tax assets, the estimated taxable profits that will be generated in future years are reviewed at year end in order to assess their recoverability, and any impairment loss is recognized accordingly.

Change in Accounting Policies

For information regarding recent and pending changes to accounting policies, see notes 2.3 and 2.4 to our consolidated financial statements as of and for the year ended December 31, 2022 and note 2.2 to our interim financial statements as of and for the nine months ended September 30, 2023.

Market Risks

We are primarily exposed to market risk from changes in interest rates and foreign currency exchange rates. We manage our exposure to these market risks through our regular operating and financing activities. Financial instruments that potentially subject us to credit risk consist of cash investments and trade receivables. We maintain cash and cash equivalents with financial institutions in Spain with high credit standards. Concentration of credit risks with respect to accounts receivable is limited, due to our large number of customers.

Interest Rate Risks

A substantial portion of our indebtedness is comprised of floating rate debt securities. In addition to the interest rate risks related to our floating rate notes, we are subject to interest rate risks related to our bank borrowings. Almost all of our bank borrowings are in euro with floating interest rates based on EURIBOR. We do not currently hedge our interest rate exposure and do not expect to do so in the future. See “*Description of Other Indebtedness*.”

Foreign Currency Risks

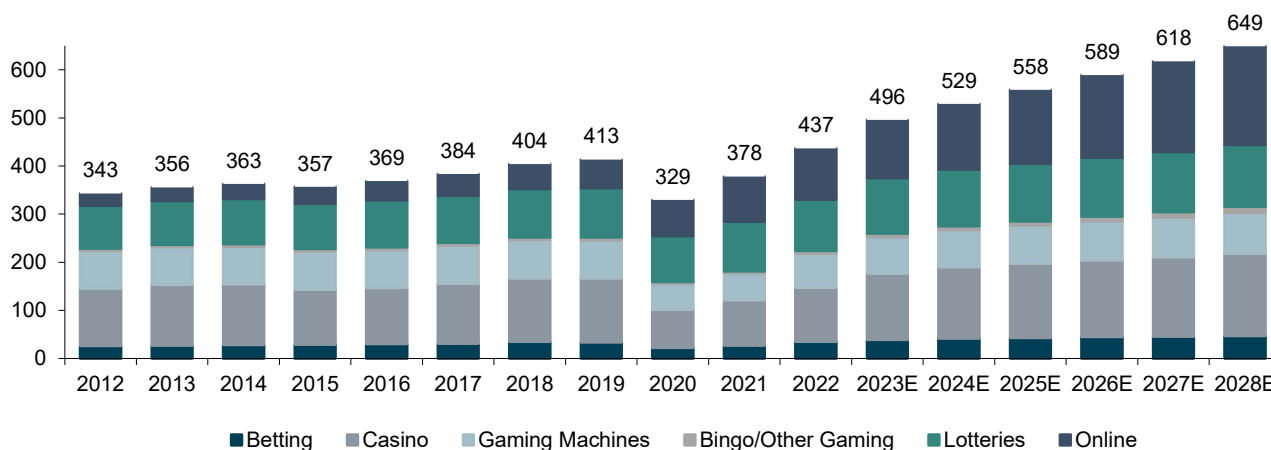
Following the completion of the Refinancing Transactions, we expect that our principal exchange rate exposure will relate to the euro/U.S. dollar and to the euro/Colombian peso for translation-related exposure.

As described in “*Risk Factors—Risks Related to the Gaming Industry and Our Business—Our results of operations are impacted by fluctuations in foreign exchange currency rates*,” our foreign currency exchange rate exposure is partly mitigated due to the incurrence of most of our operating costs in countries such as Colombia in local currencies, and in Panama in the U.S. dollar. Likewise, we also explore opportunities to obtain local-currency denominated financings in certain of the countries that we operate, such as Colombia and Panama. See “*—Liquidity—External Sources of Liquidity*.”

INDUSTRY

For the period from 2023E to 2028E, the real GDP of Spain and Italy are expected to grow at a compounded annual growth rate (“CAGR”) of 1.8% and 1.1%, respectively, and the real GDP of our core Latin American markets (Panama, Mexico and Colombia) are predicted to grow at a CAGR of 2.5%, 2.4% and 2.6%, respectively. The global gaming industry is expected to continue prospering based on forecasted gross win, especially in less mature markets such as Latin America.

Global gaming market gross wins (€bn)



Source: H2 Gambling Capital (December 2023)

For the period from 2023E to 2028E, the gross win for gaming operations in the Spanish gaming market is predicted to grow at a CAGR of 2.8% on average. In Latin America, the gross win for gaming operations is forecast to grow at a CAGR of 15.7% over the period from 2023E to 2028E.

We believe that the gaming regulation environment in most of the Latin American markets where we operate (Panama, Colombia, Costa Rica and Peru) are among the most stable and predictable in Latin America, and the gaming tax regime in these markets compares favorably to gaming tax rates in Europe.

Global Gaming Market

The global gaming market for land-based activities grew at a CAGR of approximately 0.4% from 2012 to 2022, and reached approximately €330.0 billion in terms of gross wins in 2022. From 2012 to 2019, removing the effects of COVID-19, it grew at a CAGR of 1.6%. In 2022, casino and lotteries were the largest land-based segments, with relative weights of approximately 26% and 24% of gross wins, respectively. Online gaming also has a weight of 24%. The global gaming market is further expected to grow at a CAGR of approximately 5.5% from 2023E to 2028E to reach approximately €648.6 billion. This growth is mainly driven by the online gaming, casino and bingo segments. Online gaming is projected to grow its total proportion of gross wins to 32% by 2028E. Casino and lotteries are expected to remain the largest land-based segments in 2028E with relative weights of approximately 26% and 20%, respectively.

North America, Europe and Asia & Middle East are the largest geographies with relative weights of approximately 36%, 29% and 25% in 2022, respectively. North America, Europe and Asia & Middle East are the most mature markets, while Latin America and Africa are expected to grow at CAGRs of approximately 15% to 16% from 2023E to 2028E.

The underlying drivers of growth in the global gaming market are increasing population and income per capita, greater penetration (driven by a higher acceptance of gaming activity as gaming markets become regulated and new products are developed), and growth in online gaming channels.

The following tables set forth the approximate total gross wins for gaming globally since 2012, the forecast for 2023E, and the evolution of the different segments and geographies within the global gaming market.

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023E
Gross Win (€ in billions)	342.8	355.6	363.0	356.8	368.6	383.6	403.8	413.3	329.3	378.4	437.0	495.8

Weighted by segments	2012	2022	2025E	CAGR 2012-2022	CAGR 2023E-2028E
Gross Win (€ in billions).....	342.8	437.0	558.2	2.5%	5.5%
Casino	35%	26%	28%	(0.6%)	4.5%
Lotteries	26%	24%	21%	1.8%	2.2%
Slots & Arcades	23%	16%	14%	(1.0%)	2.0%
Betting.....	8%	8%	8%	2.9%	3.7%
Bingo/Other Gaming.....	1%	1%	2%	1.5%	13.7%
Online.....	7%	24%	27%	15.4%	11.1%

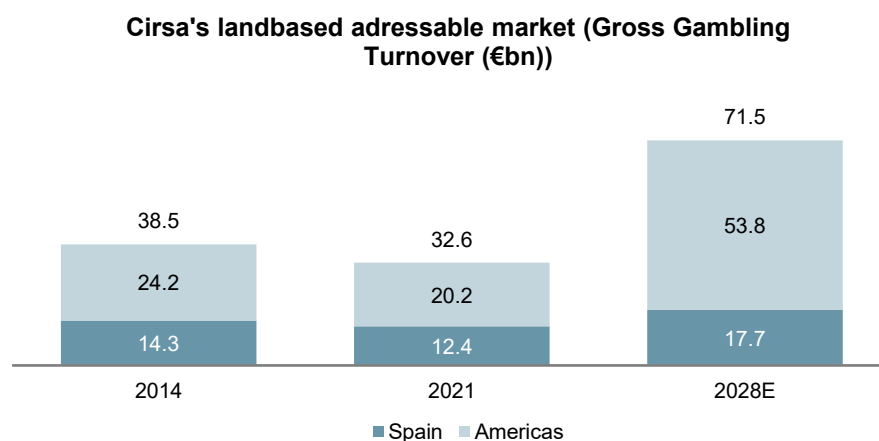
Weighted by geography	2012	2022	2025E	CAGR 2012-2022	CAGR 2023E-2028E
Gross Win (€ in billions).....	342.8	437.0	558.2	2.5%	5.5%
North America.....	31%	36%	35%	4.2%	5.9%
Asia & Middle East.....	36%	25%	28%	(1.2%)	4.2%
Europe.....	26%	29%	26%	3.4%	4.6%
Oceania	4%	5%	4%	3.7%	1.8%
Latin America and the Caribbean.....	2%	3%	4%	8.5%	15.7%
Africa	1%	1%	2%	10.5%	15.4%

Source: H2 Gambling Capital (December 2023)

The following table shows a breakdown of our consolidated EBITDA for the twelve months ended September 30, 2023, by country in which we operated:

Country	For the twelve months ended September 30, 2023
Spain	49.0%
Panama.....	14.4%
Colombia.....	10.3%
Mexico	8.5%
Italy	7.1%
Dominican Republic.....	4.2%
Morocco	3.4%
Peru	1.7%
Costa Rica	1.4%
	100.0%

Land-based gaming heavily declined throughout the COVID-19 pandemic, with closures of betting sites forcing most customers to move their activities to online gaming. Nevertheless, our land-based addressable market is projected to have fully recovered during 2023, mainly driven by strong growth in our key Latin American markets (Peru, Colombia, Panama, Mexico).



Source: H2 Gambling Capital (December 2023)

The next sections give an overview of each of Cirsa's major markets.

The Spanish Gaming Market

Introduction

According to H2 Gambling Capital, the total gross win in the Spanish gaming market during 2022 amounted to approximately €10.6 billion. The Spanish gaming market is broadly divided into two markets: (i) the public market, which consists of national, regional and charitable lotteries (mainly ONCE, a charity lottery for the blind) and (ii) the private market, which consists primarily of slot machines, casinos, bingo halls, online gaming, and sports betting.

The following table sets forth the approximate total gross win in each sector of the Spanish gaming market from 2018 to 2022 (both inclusive).

(€ in billions)	2018	2019	2020	2021	2022
Gaming Machines	3.5	3.5	1.9	3.1	3.5
Casinos.....	0.4	0.4	0.1	0.2	0.4
Bingo.....	0.6	0.6	0.3	0.3	0.5
Online.....	1.0	1.1	1.2	1.2	1.3
Betting.....	0.5	0.5	0.4	0.4	0.4
Sub-total private market	6.0	6.0	3.9	5.2	6.1
Lotteries	4.2	4.5	3.3	4.2	4.5
Sub-total public markets	4.2	4.5	3.3	4.2	4.5
Total	10.1	10.6	7.2	9.4	10.6

Source: H2 Gambling Capital (December 2023).

As shown in the table above, slots, casinos, bingo halls, sports betting, and online gaming collectively generated a total gross win of €6.4 billion in 2022. The largest component came from gaming machines (57.3%), online gaming (21.5%), betting (7.0%) and bingo halls (8.4%). It should be noted that COVID-19 had a significant impact on land-based operations. Gaming machines, casinos, bingo, and retail betting suffered as a consequence of the restrictions imposed due to the pandemic. However, each segment is expected to have recovered in 2023, driving gross wins above pre-pandemic levels to €6.6 billion. The discussion below highlights recent trends for each of these components of the private gaming market.

Gaming machines

Slot machines provide games of controlled chance and generally pay cash to winners. Slot machines employ a reel or video display. Slot machines with reels containing pictures of various fruits are the most popular reel slot machines. Regional regulations generally provide that slot machines must control the probability of payout so that a specific number of prizes of different amounts or the aggregate value of such prizes are paid out over a given number of games. Subject to these regulations, operators may adjust each slot machine's payout as a percentage of the amount paid in, payout odds, wager amounts, and maximum prizes. In general, slot machines have a payout of at least 70% of the amount wagered on a slot machine over a cycle of 40,000 games. Slot machines are primarily placed in bars, cafes, arcades, and bingo halls. As of September 30, 2023, we operated 25,448 slot machines in Spain. The Spanish autonomous regions limit the number of permitted slot machines per establishment and are responsible for their taxation which has generally increased over the years. See "*Regulation—Spain—Slot Machines.*"

Slot machines have traditionally been one of Spain's most popular forms of gaming since their legalization in 1977. The market for slot machines in Spain has experienced moderate declines over the past few years consistent with the economic climate.

The following table sets forth information on the approximate gross wins and the number of slot machines in operation from 2018 to 2022.

	2018	2019	2020	2021	2022
Gross Win (€ in millions).....	3,539	3,531	1,870	3,118	3,484
Machines in operation (in thousands)	192.1	189.7	181.1	182.1	183.1

Source: H2 Gambling Capital (December 2023).

Casinos

As of December 31, 2022, there were 47 casinos in operation in Spain. Casinos derive revenues from gaming tables, casino style slot machines (which in Spain are only permitted to be operated in casinos), tips (employees commonly

share tips with the casino under the terms of their collective bargaining agreements), admission tickets and, if available, restaurant services.

The following table sets forth information on the approximate gross wins and the number of casinos in operation in Spain for each of the years indicated.

	2018	2019	2020	2021	2022
Gross Win (<i>€ in millions</i>).....	358	373	146	211	353
Casinos in operation.....	50	48	47	47	47

Source: H2 Gambling Capital (December 2023).

Bingo

Bingo is one of the most popular gaming activities in Spain. The objective of the Spanish version of bingo is to be the first to complete a five-by-three game card with numbers between one and 90. Cards are sold by bingo hall employees to players immediately before each draw and there are no intermissions. A caller randomly selects numbers and players fill the corresponding space on their cards. Players may win a smaller prize by completing a line of five across, a larger prize by completing all 15 numbers, which is known as “bingo,” or a bonus prize by completing all 15 numbers before a predetermined amount of numbers is called out. There are also several versions of bonus prizes, which may include accumulated un-won prizes, online bingo prizes, or linked bingo hall prizes, depending on the Spanish autonomous region. The cost per game is established by the relevant applicable regional or national regulation, as the case may be, and is typically €2, €3, or €6. Each region where we operate bingo halls currently requires a bingo hall operator to pay out between 63.0% and 75.0% of card sales. Many bingo halls generate additional revenue from a limited number of slot machines installed in the lobby outside the bingo hall (the maximum number per bingo hall and the type of slot machines that can be installed in a bingo hall are regulated) and restaurant services. See “*Regulation—Spain—Bingo Halls.*”

The bingo business in Spain is mature. The following table sets forth information on approximate total amount wagered and the number of traditional bingo halls in operation in Spain for each of the years indicated:

	2018	2019	2020	2021	2022
Gross Win (<i>€ in millions</i>).....	598	565	299	336	508
Bingo halls in operation.....	314	315	n/a	n/a	n/a

Source: H2 Gambling Capital (December 2023).

The Italian Slots Market

The Italian slots’ installed base is divided into AWP, located in dedicated gaming halls and other points of sale such as cafes and shops, and VLTs, installed only in licensed premises. The AWP slots’ installed base has decreased drastically since 2018, dropping from approximately 263,300 slots to 237,800 slots in 2022. Gross win on AWP slots has decreased at a CAGR of approximately 4.3% between 2018 and 2022, falling to approximately €6.0 billion in the year ended December 31, 2022. However, the decrease was directly related to COVID-19 and gross win for AWP slots has started to recover, increasing 78% year-on-year from 2021-22. The VLT slots’ installed base has grown marginally since 2018, increasing from approximately 57,000 slots to 58,300 slots in 2022. Despite total number of machines increasing, gross win decreased at a CAGR of 4.1% between 2018 and 2022, falling to approximately €2.6 billion in the year ended December 31, 2022. VLTs experienced the same challenges during the pandemic as AWP, but gross win is also recovering, increasing by 92% from 2021 to 2022.

The current regulation makes the VLT slot market more attractive than the AWP slot market. From the operators’ perspective, the applicable tax rate for VLT operators is lower than for AWP slot operators. From the players’ perspective, the required pay-out ratios for players are higher on VLT slots compared to AWP slots, making the net win per slot approximately three times higher for VLT slots than for AWP slots.

	2018	2019	2020	2021	2022
AWP gross wins (<i>€ in millions</i>).....	7,185	7,188	3,619	3,390	6,032
AWP slots’ installed base (<i>in thousands</i>).....	263.3	263.2	263.1	249.8	237.8
VLTs gross wins (<i>€ in millions</i>).....	3,018	3,181	1,216	1,332	2,552
VLTs slots’ installed base (<i>in thousands</i>).....	57.0	57.9	58.9	58.6	58.3

Source: H2 Gambling Capital (December 2023).

BUSINESS

Overview

We believe that we are one of the leading gaming companies in Spain and Italy, as well as in a number of countries in Latin America (with a focus on Panama, Colombia, Mexico, Costa Rica and Peru), engaged in the operation of slot machines, casinos and gaming halls. We also offer on-line gaming and sports betting products through outlets and betting machines in Spain as well as some betting operations in Colombia, Panama, Peru, Mexico and Italy. We also manufacture slot machines for the Spanish market. As of September 30, 2023, we operated 82,169 gaming machines, 435 casinos and gaming halls, 660 gaming tables and 2,491 betting points.

We believe that we are the leader in the Spanish private gaming market, where, as of September 30, 2023, our key activities included: the operation of slot machines, in which, based on the Parthenon-EY Report, we believe that we are the #1 operator with 40,602 slot machines operated; the operation of 263 casinos and gaming halls; and the manufacture of slot machines, in which we believe that we are the #1 manufacturer, with 17,773 slot machines and gaming kits manufactured in the twelve months ended September 30, 2023. Based on the Parthenon-EY Report, we believe that we are also the #1 sports betting operator in Spain through *Sportium*, which offers our online gaming operations and sports betting products through outlets and betting machines installed in 2,177 slot arcades, gaming halls, bars and casinos in Spain as of September 30, 2023.

In Italy, we have established a strong presence in the slot machine market with the operation of 13,388 slot machines and VLTs across all our divisions situated in approximately 2,702 locations across central and northern Italy as of September 30, 2023.

In Panama, we believe that we are the #1 gaming operator with the operation of 33 casinos (32 electronic casinos and one traditional casino) and a total of 10 gaming tables and 8,224 slot machines as of September 30, 2023.

In Colombia, we believe that we are the #1 gaming operator with the operation of 70 casinos and a total of 7,405 slot machines and 259 gaming tables as of September 30, 2023.

In Mexico, we believe that we are a leader in the gaming industry with our 28 gaming halls which include 7,136 slot machines in operation as of September 30, 2023.

In Costa Rica, we believe that we are the #1 gaming operator with seven casinos, 20 gaming tables and 842 slot machines as of September 30, 2023.

In Peru, we believe that we are a leading gaming operator following our acquisition of nine casinos in 2014 and 17 casinos in 2017. As of September 30, 2023, we operated 19 casinos in Peru with 41 gaming tables and 3,275 slot machines.

In the Dominican Republic, we believe that we are the #1 gaming operator with our six casinos with a total of 76 gaming tables and 871 slot machines as of September 30, 2023.

In Morocco, we believe that we are a leading gaming operator. We have majority stakes in the largest casinos in each of Agadir and Tanger and we also operate casino Le Mirage in Agadir, with a total of 52 gaming tables and 426 slot machines as of September 30, 2023.

We believe that we have a well-balanced business with strong geographical diversification. These factors, when combined with the economies of scale resulting from our size, strengthen our financial profile and provide stability in our cash flows.

Our EBITDA for the nine months ended September 30, 2023 was €467.1 million. For the twelve months ended September 30, 2023, our net operating revenues and EBITDA were €1,971.7 million and €621.7 million, respectively. On a historical basis, our EBITDA increased by 17.4% for the nine months ended September 30, 2023 compared to our EBITDA for the nine months ended September 30, 2022. For the twelve months ended September 30, 2023, our net operating revenues increased by 21.4% and our EBITDA increased by 19.8% compared to our net operating revenues and EBITDA for the twelve months ended September 30, 2022. In addition to our scale, our revenues and EBITDA are diversified by geography and by business segment, and for the nine months ended September 30, 2023, 91.2% of our EBITDA was generated in countries which currently have an investment grade rating from S&P and Moody's.

The following table shows a breakdown of our consolidated EBITDA for the twelve months ended September 30, 2023, by country in which we operated:

EBITDA MIX BY COUNTRY

Country	For the twelve months ended September 30, 2023
Spain	49.0%
Panama	14.4%
Colombia.....	10.3%
Mexico	8.5%
Italy	7.1%
Dominican Republic.....	4.2%
Morocco	3.4%
Peru	1.7%
Costa Rica	1.4%
	100.0%

Our Divisions

Prior to January 1, 2023, our business divisions were categorized as follows: Casinos, Slots, Bingo, Business-to-Business (“B2B”) and On-line Gaming & Betting. From January 1, 2023, in an effort to reduce the number of business divisions, make them homogeneous and ease the comparability of our results and financial information, we changed the segmentation of our business divisions in our financial statements. From January 1, 2023, our business divisions are as follows:

- *Casinos Division*: which includes our entire retail gaming offering, comprised of our own managed halls that contain a wide variety of slot machines, electronic roulettes and other electronic games, as well as gaming tables set up on an ad hoc basis at food and beverage shows;
- *Slots Spain Division*: which includes the slot machines offered in Spain through third-party bars, together with the B2B business (which was formerly included in our B2B Division) which focuses on the design, manufacturing and sale of slot machines for the Spanish bars channel;
- *Slots Italy Division*: which includes the slot machines that we offer in Italy through third-party bars and gaming halls; and
- *On-line Gaming & Betting Division*: which remains unchanged and includes our sports betting products through outlets and betting machines.

Casinos. (EBITDA of €385.6 million for the twelve months ended September 30, 2023, representing 60.7% of the EBITDA for the twelve months ended September 30, 2023): Our Casinos Division operated 429 casinos across Spain, Latin America and Morocco as of September 30, 2023.

In Spain, our casinos are located in Marbella, Valencia, Las Palmas and Lloret. As of September 30, 2023, we operated a total of four casinos and 259 gaming halls in Spain.

In Morocco, our casinos are located in the resort towns of Agadir (two casinos) and Tanger (one casino).

In Latin America, we believe that we are the #1 gaming operator in Panama, Colombia, Costa Rica and the Dominican Republic and have achieved a leading position in Peru. We also operate in Mexico where we believe that we are the #4 gaming operator in the market.

In Panama, we operated 33 casinos (32 electronic casinos and one traditional casino) with a total of 10 tables and 7,929 slot machines as of September 30, 2023.

In Colombia, we operated 70 casinos with a total of 7,219 slot machines and 259 gaming tables as of September 30, 2023.

In Costa Rica, we operated seven casinos with a total of 20 gaming tables and 842 slot machines as of September 30, 2023.

In the Dominican Republic, we operated six casinos with a total of 76 gaming tables and 857 slot machines as of September 30, 2023.

In Peru, we operated 19 casinos with 41 gaming tables and 2,824 slot machines as of September 30, 2023.

In Mexico, as of September 30, 2023, we owned and operated 28 casinos and gaming halls which provide a wide entertainment offering, including slot machines and casino style gaming machines.

Slots Spain. (EBITDA of €166.8 million for the twelve months ended September 30, 2023, representing 26.3% of the EBITDA for the twelve months ended September 30, 2023): Our Slots Spain Division owns and manages slot machines in bars, as well as our former B2B Division which focuses on the design, manufacturing and sale of slot machines for the Spanish bars channel.

In Spain, we believe that we are the #1 slot machine operator and the #1 sports betting operator.

Our B2B business (which is now under our Slots Spain Division) designs, manufactures and distributes slot machines and gaming kits for the Spanish market and also develops interactive gaming systems, concentrating on ready-to-market products such as interconnected slot machines, linked bingo products and electronic online lotteries. We believe that we are the #1 manufacturer in the Spanish market, with over 17,436 slot machines and gaming kits manufactured in the twelve months ended September 30, 2023. Furthermore, we believe we hold a leadership position in the Spanish AWP market with an estimated 54.2% share of the market sales for the year ended December 31, 2022 and an estimated 60.2% share of the market sales for the nine months ended September 30, 2023.

Slots Italy. (EBITDA of €25.4 million for the twelve months ended September 30, 2023, representing 4.6% of the EBITDA for the twelve months ended September 30, 2023): Our Slots Italy Division functions as a network operator for slot machines and VLTs in Italy.

Our Slots Italy Division operated 10,976 slot machines and 2,412 VLTs in locations across central and northern Italy as of September 30, 2023.

On-line Gaming & Betting. (EBITDA of €57.6 million for the twelve months ended September 30, 2023, representing 9.0% of the EBITDA for the twelve months ended September 30, 2023): We acquired *Sportium* in 2019. Through *Sportium*, we launched our On-line Gaming & Betting Division, offering our online gaming operations and sports betting products through outlets and betting machines in Spain, as well as some betting operations in Colombia, Panama, Peru, Italy (with the acquisitions of E-Play24 in 2022, Egaming Solutions S.r.l. in September 2023) and in Mexico (with the acquisition of GanaBet in 2022). *Sportium* is the only player present with leading positions in both the online and retail sports betting markets and, based on the Parthenon-EY Report, we believe that we are the #1 sports betting operator in Spain, with betting machines installed in 2,177 slot arcades, gaming halls, bars and casinos in Spain as of September 30, 2023.

Our Strengths

We believe a number of key factors give us a strong competitive advantage, including:

- **Reinforced market leadership in Spain and Latin America with a well-diversified business portfolio in terms of geographies and business segments.** We are a leader in Spanish slot machine operations and manufacturing, as well as casino and gaming hall operations. We are also a leader in gaming operations in Panama, Colombia, Costa Rica, the Dominican Republic and Peru. We believe that this leadership position enables us to identify and manage trends in the private gaming industry in Spain and Latin America. The Spanish slot machine operations and bingo segments are highly fragmented, as are the Latin American gaming markets, and we are substantially larger than our competitors. We believe that our size allows us to benefit from economies of scale in many of our businesses. For example, in our slot machine operations, we can spread the cost of providing coin collection services and rapid response to repair calls (minimizing machine downtime) over our 40,602 slot machines in Spain as of September 30, 2023, which helps us to realize a lower operational cost per machine and to have a more developed internal control system as compared to our competitors. We also believe that due to our size and resources, we are well-positioned to acquire attractive gaming operations as consolidation opportunities arise in the markets in which we operate. We believe that we are larger in terms of size and have more resources compared to the majority of our competitors. From a business division perspective, we are a well-diversified gaming company with four distinct and complementary business units within the industry (Casinos, Slots Spain, Slots Italy and On-line Gaming & Betting) and operations in eight countries outside of Spain. We believe that the diversity of our revenue streams helps us improve the stability of our cash flow profile by reducing our dependence on any single geographic market, economy

or business segment in the gaming industry. While we focus our international expansion in markets with growth potential, we favor markets with a relatively stable economic and regulatory environment, and, in particular, for the nine months ended September 30, 2023, 91.2% of our EBITDA was generated in countries that currently have an investment grade rating from S&P and Moody's. Within Spain, there are 17 different autonomous regions with separate regulatory regimes as laid out in the Spanish constitution, reinforcing the geographical and regulatory diversification of our business. Since 2010, our expansion in Latin America has concentrated in Colombia, Costa Rica, Peru, the Dominican Republic and Mexico and we have also made substantial investments in our Panama business.

- The multichannel and local gaming model ensures a resilient, wide and loyal customer base, detached from international travel.*** By running a multichannel operating and local gaming business model, we have been able to create a resilient, wide, local and loyal customer base. We operate through three main channels: (i) our own points of sale ("PoS"), (ii) third party PoS and (iii) online gaming. Our own PoS are mainly casinos, bingos and arcades and we generally rent the facilities from third party landlords. Third party PoS correspond mainly to bars and in some cases gaming halls where we place our slot machines and sports betting terminals. In both our own PoS as well as third party PoS, we typically enter into long term contracts under which we pay rent or share a portion of the revenue of the operation. We also own the gaming license and fully run the operation. We have achieved significant online growth, primarily through online sports betting, casino and poker. Our multichannel business model provides resilience to our earnings, as was demonstrated during the COVID-19 pandemic, as our online business unit demonstrated strong performance despite the closure of physical points of sales. Unlike other gaming operators, our customer base is not dependent on tourism as our typical customer lives within a few kilometers of our PoS and visits us on a regular basis for leisure. Our typical client is a recurrent customer who plays various times per month. Therefore, the recovery of our business after the COVID-19 pandemic was primarily driven by the opening hours and capacity allowed by local regulatory bodies rather than by the international travel restrictions imposed by the different governments.
- High barriers to entry in a highly regulated industry.*** We believe that there are significant barriers to entry in our principal business divisions, including regulatory, financial and technological barriers, the need for operational expertise and the need for a proven track record in order to obtain the trust and confidence of regulators, customers, partners, site owners and gaming machine and other suppliers. For our casinos in Panama, casino licenses are granted in relation to a geographic area and for long periods of time. In our Slots Spain Division, we typically enter into five-year agreements to place our slot machines in a given location, and many of these agreements have been consistently renewed for the past twenty years. Additionally, in the B2B business and in our Slots Spain Division, we believe a new competitor would need significant financial resources, operating expertise and a qualified workforce to build profitable operations. We believe that barriers to entry in our principal business divisions, including advertising bans in Spain, as well as the need for a strong retail business in order to gain a significant foothold in those countries' gaming markets, help protect our leading market position and profitability by limiting the number of new competitors in our core business segments. A key strategic focus of our business is to continue to increase our market position through our multichannel model, including our online business and our well-established physical footprint.
- Developing a strong online business by leveraging our established physical footprint.*** We benefit from a multichannel business model that enables us to cross-sell gaming and betting products between retail and online customers, and increases brand awareness in geographies with restricted gaming advertising. Since the start of the COVID-19 pandemic, we have successfully grown and strengthened our online operations. In Spain, our largest market in terms of revenues and EBITDA, the EBITDA for our On-line Gaming and Betting division grew by 56.3% from the nine months ended September 30, 2022 to the nine months ended September 30, 2023 from €27.8 million to €43.4 million, representing 7.0% and 9.3% of our EBITDA for the nine months ended September 30, 2022 and the nine months ended September 30, 2023, respectively. Our online footprint has been increasingly reinforced with the acquisition of online gaming platforms such as E-Play24 and GanaBet, both in the third quarter of 2022. Our multichannel approach, which includes growing the online channel in a financially responsible manner, has proven accretive and is expected to be a core part of our strategy in the coming years.
- Significant positive free cash flow generation with a lower cost base.*** The adverse effects of the COVID-19 pandemic required us to sharpen our cost and capital expenditure controls, as our primary financial focus turned to free cash flow generation. We reduced our cost base and capital expenditures with a clear focus on fixed operating expenses and we have been able to maintain such cost reduction measures after returning to pre-pandemic levels of activity. We expect that over €50 million of annual savings will be sustained in the long-term. Our cost reduction plan is mainly driven by (i) optimizing our fixed taxes through an optimization of the slot machines pool by discontinuing approximately 10% of our slots which

were less productive, and the consequent increase in revenue per machine as compared to pre-pandemic levels for the year ended December 31, 2019; (ii) an improvement in personnel cost efficiency in Latin America and the optimization of our commercial and technical services routes and (iii) a renegotiation of our lease agreements that resulted in a reduction in our operational leases. We believe that the implementation of these cost-efficiency measures will enhance profitability going forward and improve our EBITDA margins. Free cash flow generation remains a key priority for our management team, and they aim to ensure that capital expenditure plans allow for significant cash flow generation and that investments are approved based on a short payback period hurdle.

- Seasoned Management Team.** We are led by an experienced and professional management team with a track record of managing complex operations, developing new products inside and outside the gaming industry, delivering upon its commitments and managing through challenging business environments. The key members of the senior management team, including our chairman, managing directors, chief executive officer, general manager and legal director, along with our most recent additions to the management team who have a very strong track record, have been in place since our core strategy was implemented in 2006. In April 2022, Mr. Antonio Hostench was appointed as chief executive officer after the board decided to split the duties of the chief executive officer and the chairman. Mr. Joaquim Agut had served since 2018 as both our chief executive officer and chairman. Mr. Joaquim Agut now solely acts as executive chairman, directing the Group's corporate governance, leadership remuneration, and appointment committees and Mr. Antonio Hostench oversees our global growth strategy as well as manages our executive leadership team. Further, in July 2022, Mr. Moisés Sanjuan was appointed as Manager of the Casinos Division replacing Mr. Carles Font who was commissioned to develop various corporate projects and continued to support the Casinos Division until December 2022. Besides their success in managing the business during the severe economic downturn in Spain and Italy that started in 2008 and more recently during the COVID-19 pandemic, our management team has extensive experience in the Latin American gaming industry, and has developed expertise in addressing the challenges that may arise in those markets. In response to the COVID-19 pandemic, our management team implemented a fixed cost reduction program resulting in the reduction of headcount and personnel expenses and reduction in total fixed cost base. A portion of the compensation of our senior management team in the past had been based on achieving financial targets and certain senior managers have reinvested a substantial portion of their transaction one-off compensation in connection with the Original Acquisition in the Group at a parent company level showing their commitment to the business.
- We are committed to reducing the environmental impact of our business, investing in local people and communities and upholding the highest responsible gaming standards.** Social responsibility is an integrated strategy of our company, which we believe allows us to become an engine of change and generate value for all our stakeholders. We have implemented an industry leading and well-established environmental social and governance ("ESG") framework. We are committed to improving safer gambling, reducing the environmental impact of our business, increasing employee diversity, investing in local people and communities and upholding the highest corporate governance standards. The first pillar of our ESG framework is promoting responsible gaming by helping customers prevent gaming addictions through assistance and guidance rendered by our customer service platforms and establishing artificially intelligent tools to predict, identify and prevent pathological gambling. We are also training our employees in responsible gaming and we plan to have 100% of our employees trained by the end of 2023. More than 16,000 of our third-party operations facilities were certified in responsible gaming during 2023 and we plan to have 95% of our slot route operations facilities certified in responsible gaming by the end of 2024. The second pillar of our ESG strategy is minimizing our impact on the environment and supporting climate change initiatives. Our climate resiliency actions pivot around transforming our gaming halls into low impact and highly efficient buildings, while also reducing our energy and materials consumption. We achieved a 45% reduction in our Scope 2 emissions during 2015-2022 and 66% of renewable energy consumption in 2022. Our aim is to reduce our greenhouse gas emissions by 65% by 2030 compared to 2021 levels and to have 95% renewable energy consumption by 2030. In addition, we have a firm commitment to equal opportunities, non-discrimination and respect for diversity, and in 2022, 43% of our employees who hold key management positions in our casinos are women and our goal is to increase this percentage to over 50% by 2030. Externally, we support local communities and local initiatives in the countries where we operate, and we work towards creating strong ties with local businesses and stakeholders. We are also involved in providing financial support to social initiatives in each country of operation. We have committed to operating in online regulated markets through local companies, thus ensuring a financial contribution to public resources in the countries in which those companies operate and in 2022 we contributed approximately €662 million to such public resources by payment of corporate gaming taxes in the countries in which we operate. Lastly, as part of the corporate governance pillar of our ESG framework, we believe in transparency, good governance and integrity as hallmarks of our organization and we recognize the importance that must be granted to ethics and

compliance and the conduct of our employees both internally and externally. Our business activities are designed to ensure that each employee strictly complies with the current legislation in every location where we operate and we intend that by the end of 2023, all of our employees are trained in anti-corruption, money laundering and other regulatory compliance policies and corporate guidelines in accordance with our annual training plans.

Our Strategies

Our strategic objective is to continue to consolidate our businesses and to achieve sustainable profitable growth through the following strategic pillars:

- ***Consolidate market leadership position in Spain.*** We intend to continue to consolidate our leadership position in Spain, where we are the market leader in the slots, bingo, sports betting and slot machine production segments. The Spanish slots industry remains fragmented, with more than 6,800 slot machine operators with less than 100 slot machines based on the Parthenon-EY Report, and we plan to continue to take advantage of consolidation opportunities. In our B2B business, we have maintained our leadership position in Spain in a highly competitive market and intend to leverage this position to increase sales in the slot cabinets and kits and refurbishments segments.
- ***Continue to improve performance of existing and future operations.*** We will focus on improving the performance of our existing and future casinos through our “gold mine” strategy. This strategy means that we seek sustainable and profitable expansion in growing markets, with particular focus on Latin America and Morocco. The strategy entails identifying an attractive location where we seek to achieve optimum performance by increased slot machine and gaming table density and expanded hall surface area. If warranted by the hall’s performance, we may then consider steps such as a further expansion to adjacent premises, a relocation to larger and better located premises and, ultimately, acquiring or constructing a new casino. Through the execution of our “gold mine” strategy, since 2010, we have increased the number of slot machines in our casinos by more than 13,500, expanded the surface area of 199 casinos and opened 125 new casinos.
- ***Enhance efficiency and productivity programs across businesses and geographies with a resilient cost structure to address the current inflationary environment.*** We will seek to build upon the efficiency and productivity initiatives and synergies achieved in prior periods. We believe that we have achieved over €50 million of annual savings, which represents a reduction of approximately 7% in our total fixed costs compared to pro forma fixed costs for the year ended December 31, 2019. We will continue to implement best practices across our markets to improve efficiency and productivity and seek to maintain or improve our current EBITDA margins. In our Slots Spain Division, this will entail further enhancing the profitability of our slot machine portfolio, including opportunistic slot machine rotations and replacements. In Spain, we are focused on margin improvement through efficiency programs, which resulted in the discontinuation of approximately 10% of our slots (resulting in approximately €6 million of cost savings in fixed taxes per quarter) and the consequent increase in revenue per machine as compared to pre-pandemic levels for the year ended December 31, 2019. In Italy, we are focused on optimizing placement of slot machines and VLTs and achieving favorable terms from our gaming machine suppliers. In our Casinos Division, we intend to optimize the performance of our casinos through the expansion of our better performing halls and investment in additional gaming machines, and we have discontinued (closed or sold) 16 gaming halls in Spain since the start of 2014 and will continue to seek to close underperforming halls in order to improve profitability.

We believe we are well-equipped to face the challenges of the current inflationary environment. First, our cost structure allows us to adapt to an inflationary market. Despite some correlation with inflation, the evolution of personnel costs has been historically lower than inflation as a result of the productivity plans and processes we have implemented and we expect such productivity plans and processes to continue to play a key role in offsetting inflationary impacts on our personnel costs. Further, our variable costs, which mainly comprise gaming taxes, are largely driven by revenues (typically as a percentage of revenues), and remain unaffected by inflation. Further, in certain jurisdictions in which we operate, gaming taxes are fixed. Additionally, the significance of energy costs in our cost structure is very low (below 3% of our total costs) and energy price increases have a limited impact on our margins. Lastly, our management team has proven successful in dealing with the inflationary environment experienced in the past in most of the Latin American countries in which we have operations. Productivity and efficiency gains have been a priority for us as demonstrated by our increased EBITDA margin on revenues, and we continue to remain committed to increased margins and productivity. Therefore, we believe that we have the capacity to manage our costs in a high inflationary environment and to manage the impact of inflation and maintain our margins.

- ***Continue proactive marketing and sales approach.*** We will continue to develop and implement our

proactive and customer-oriented marketing and sales approach, which has been added to our traditional product-oriented approach. Our marketing and sales strategy can be summarized as “looking for customers rather than waiting for them.” Our approach, which is supported by in-house commercial IT tools and applications, includes targeted marketing and network-oriented data collection to identify, attract and retain specific clients and client profiles. Inside the gaming hall, we focus on customer value identification and management, we regularly review the gaming offer and lay-out and use a pricing strategy based on customer demand. We employ CRM customer segmentation and technology to achieve targets such as visits, frequency and value, and use customer loyalty and retention programs to improve customer visits and customer contribution.

- **Develop our omnichannel strategy across all geographies and focusing on online growth.** We intend to continue to increase both the number of clients and the omnichannel functionalities of our operations in all of our geographies, especially through digital expansion in our core markets. Our development strategy includes the use of methods such as a combination of online and offline payment and collection methods, the possibility of online communication with our customers and new website functionalities. Our goal is to become the number one operator in Latin America through the implementation of our omnichannel strategy by leveraging our leadership and experience with the *Sportium* brand and our properties in Latin America (online betting, in addition to Spain, is now operating in Colombia, Peru, Mexico, Italy and Panama through the *Sportium* brand).
- **Make selective investments and acquisitions with rigor and focus.** Our investment program in the short- to medium-term is subject to rigorous investment criteria, strategic planning and control of capital expenditures. We entered into the *Sportium* Acquisition which enabled us to launch our On-line Gaming & Betting Division, offering sports betting products through outlets and betting machines in Spain as well as some betting operations in Colombia, Panama, Peru and more recently in Italy with the acquisition of E-Play24 and in Mexico with the acquisition of GanaBet, both in the third quarter of 2022. See “—Our Divisions—On-line Gaming & Betting Division” for further information. We have also pursued selective acquisitions of attractive slot machine operations which resulted in the addition of approximately 1,000 slots to our Slots Spain Division during 2022 and the first three quarters of 2023. We will continue to review and analyze investment opportunities in our core business geographies and business segments with a view to executing investments on an opportunistic basis that enhance our cash flow and positively contribute to EBITDA. We intend to continue our successful track record of acquisitions, with a particular focus on the acquisition of gaming operators in Spain and adjacent geographies both to Spain and Latin America, based on our well-defined and disciplined approach. In our acquisitions, we target established, attractive casino businesses in markets with a relatively stable economic and regulatory environment where we can enhance their operations and financial performance with our operational expertise. We are also focusing on extending our online operations and we have recently acquired two online operators for our On-line Gaming & Betting Division

Our Divisions

We have four business divisions: Casinos, Slots Spain, Slots Italy and On-line Gaming & Betting.

Casinos Division

As of September 30, 2023, we operated a total of 429 casinos and gaming halls, including 263 casinos and gaming halls in Spain and 166 casinos and gaming halls internationally. Our casinos and gaming halls offer a variety of gaming options, from gaming tables to casino-style slot machines. Our casinos and gaming halls also generate revenues from restaurant and bar services, admission ticket sales and tips (which employees share with us pursuant to collective bargaining agreements).

The following table sets forth the number of casinos, gaming halls, slot machines and tables operated by our Casinos Division as of December 31, 2021 and 2022 and as of September 30, 2022 and 2023.

Casino Operations by Country	As of December 31,						As of September 30,					
	2021			2022			2022			2023		
	Casinos	Slots	Tables	Casinos	Slots	Tables	Casinos	Slots	Tables	Casinos	Slots	Tables
Panama	33	7,884	20	32	8,005	14	34	8,020	17	33	7,929	10
Mexico	—	—	—	—	—	—	28	7,166	136	28	7,136	150
Colombia	72	7,204	261	71	7,193	246	72	7,228	244	70	7,219	259
Peru	22	3,365	38	21	2,963	35	21	3,389	38	19	2,824	41
Costa Rica	8	861	22	7	836	17	7	845	18	7	842	20
Spain ⁽¹⁾	6	525	57	6	552	50	260	6,839	50	263	7,121	52
Dominican Republic	6	841	75	6	797	74	6	802	75	6	857	76
Morocco	2	281	29	3	404	49	3	397	49	3	426	52
Total	149	20,961	502	146	20,750	485	431	34,686	627	429	34,354	660

(1) Includes four casinos and 256 gaming halls in September 2022 and four casinos and 259 gaming halls in September 2023.

We believe that our casinos appeal to the mass market customer base, while also offering features that appeal to the high-end segment of the market. We have undertaken a number of initiatives to improve the performance of our casinos, including providing a full entertainment offer, increasing productivity with ticket-in/ticket-out and player tracking systems and expanding and refurbishing existing casinos in key markets. We have also designed various marketing campaigns, such as our Cirsa Poker Tour and Poker House concept, which are intended to target the poker market. Many of our casinos in Latin America offer enhanced types of casino-style slot machines and other electronic games such as blackjack or roulette through multi position electronic gaming machines, which have proven to be popular in that market.

Casino Operations by Country

The following is a description of our casino operations by country, except as otherwise indicated, as of September 30, 2023:

Spanish Casino Operations

- **Casino Nueva Andalucía**, is located in one of the prime tourist locations of Spain, Marbella. This casino hosted 23 gaming tables and 92 slot machines as of September 30, 2023. We believe this casino was the fourth largest of a total of 54 casinos in Spain, based on total revenues for the year ended December 31, 2022. The operating license for this casino has a term of 15 years and was renewed in January 2019 until September 2033.
- **Casino de Valencia**, is located in the city center of Valencia. We believe this casino was the fifth largest of a total of 54 casinos in Spain, based on total revenues for the year ended December 31, 2022. The casino hosted 12 gaming tables and 155 slot machines as of September 30, 2023. The operating license for this casino has been renewed until November 2029.
- **Casino Las Palmas**, which was acquired in February 2015, is located in the Canary Islands. This casino hosted seven gaming tables and 99 slot machines as of September 30, 2023. The operating license for this casino runs through June 2025.
- **Casino Costa Brava**, which was acquired in July 2019, is located in Lloret. This Casino hosted 10 gaming tables and 114 slot machines as of September 30, 2023. The operating license for this casino runs through June 2025.

Colombian Casino Operations

- **Casino Rio (Bogota), Casino Hollywood, Casino Rock 'N Jazz, Casino Rio (Medellin) and Casino Caribe La Playa** are our five largest casinos in Colombia. Casino Rio (Bogota), Casino Hollywood and Casino Rock 'N Jazz, are located in Bogota and contained, as of September 30, 2023, 142, 232 and 100 slot machines, respectively. Casino Rio (Medellin) and Casino Caribe La Playa are located in Medellin and contained 220 and 333 slot machines, as of September 30, 2023, respectively. Our casino operations in Colombia are conducted through our 50.0001% interest in Winner Group, S.A.
- **Other Casinos in Colombia.** In addition to the five casinos above, we operated a total of 65 additional casinos in Colombia with an aggregate of 6,192 slot machines and 166 gaming tables as of September 30, 2023. These additional casinos are located in Bogota, Medellin, Cali, Costa Norte, Barranquilla, Eje Cafetero and Cartagena. Gaming licenses for certain of our casinos in Colombia were renewed in 2016 and the remainder of our gaming licenses were renewed in 2017. The gaming licenses for these casinos run until January 2027.

Panamanian Casino Operations

- **Majestic Casino.** Our traditional casino in Panama, Majestic Casino, in which we hold a 50% interest, operated 10 gaming tables and 304 slot machines as of September 30, 2023 and is located in a prime section of Panama City.
- **Fantastic Vista Alegre, Bingo 90, Fantastic Los Andes, Fantastic La Doña and Fantastic Los Pueblos.** These are electronic casinos that, as of September 30, 2023, operated 326, 280, 389, 420 and 407 slot machines, respectively.
- **Other Casinos in Panama.** In addition to the casinos described above, as of September 30, 2023, we operated

a total of 27 additional casinos in Panama with 5,803 slot machines both directly and through various joint ventures. These additional casinos are located in Panama City, David, Penonome, Santiago, Colón, Chorrera, Arraiján (Vista Alegre), Aguadulce, Chitré and Paso Canoas.

Dominican Republic Casino Operations

- **Casino La Hispaniola** is located in the Hispaniola Hotel & Casino in Santo Domingo, the capital of the Dominican Republic. The Hispaniola Hotel & Casino owns the premises and holds the casino operating license, and attracts customers with its various nightlife activities. Under our operating agreement with the hotel, we retain all revenues from the casino operations and pay the hotel monthly rent. In addition, the operating contract, which expires in February 2026, requires us to make certain improvements to the casino at our expense, and to pay the hotel for certain administrative services it provides.
- **Other Casinos in the Dominican Republic.** In addition to *Casino La Hispaniola*, as of September 30, 2023, we operated five additional casinos in the Dominican Republic, comprised of three additional casinos in Santo Domingo and two casinos in Santiago de los Caballeros (*Grand Victoria* and *Grand Admiral*), the Dominican Republic's second largest city. This includes our acquisition in November 2018 of a 100% interest in a casino located in The Renaissance Hotel of Santo Domingo, which operated 17 tables and 161 slot machines as of September 30, 2023, for a total cash consideration of \$14 million. All of our casinos in the Dominican Republic operate under gaming licenses granted to the hotels in which they are located. While the terms of our operating leases at each hotel vary slightly, we generally rent the casino space directly from the hotels and retain all casino revenues. Our six casinos in the Dominican Republic operated 857 slot machines and 76 gaming tables as of September 30, 2023.

Peruvian Casino Operations

- **Majestic Lima** casino is located at the JW Marriot Hotel in Lima, the capital of Peru. The casino had 24 gaming tables and 175 slot machines, as of September 30, 2023.
- **Casino Miami** is located in Lima and contained a total of 198 casino-style slot machines and 11 gaming tables, as of September 30, 2023.
- **Other Casinos in Peru.** As of September 30, 2023, we operated 17 additional casinos in Peru, which have an aggregate of 2,451 slot machines. This includes 17 electronic casinos in Peru, acquired on May 25, 2017, which added approximately 2,400 slot machines to our operations.

Costa Rican Casino Operations

In Costa Rica, casino licenses are granted to hotels and have no maturity term. Under our operating agreements with the hotels, we retain all revenues from the casino operations and pay the hotel a monthly rent.

- **Fiesta Casino Alajuela** is located at the Holiday Inn hotel next to the international airport in San Jose, the capital of Costa Rica. The casino had 186 slot machines and eight tables as of September 30, 2023. Our agreement with the hotel matures in July 2024 and has a renewal option for up to 20 additional years. We are currently in negotiation with the hotel owners to formalize this renewal, which we expect to be signed by June 2024.
- **Fiesta Casino Presidente** is located at the Presidente hotel on the main commercial avenue in San Jose. The casino had 218 slot machines as of September 30, 2023. Our agreement with the hotel matured in October 2023 and was extended for an additional 10 years until 2033.
- **Fiesta Casino Heredia** is located at the America hotel in the metropolitan area of San Jose. The casino had 170 slot machines and four tables as of September 30, 2023. Our agreement with the hotel matures in March 2028.
- **Fiesta Casino Herradura** is located at the Wyndham hotel in the metropolitan area of San Jose. The casino had 75 slot machines and four tables as of September 30, 2023. Our agreement with the hotel matures in August 2027.
- **Fiesta Casino Aurola** is located at the Holiday Inn hotel in downtown San Jose. The casino had 88 slot machines and four tables as of September 30, 2023. Our agreement with the hotel matures in June 2034.

- **Other Casinos in Costa Rica.** We operated two additional small casinos in the cities of Perez Zeledon and San Carlos with a combined offer of 105 slot machines as of September 30, 2023.

Moroccan Casino Operations

In Morocco, casino licenses are granted to hotels and have no maturity term.

- **Casino Atlantic:** On December 9, 2015 we acquired an 82% stake in *Casino Atlantic* in Agadir, Morocco, a resort town on Morocco's South Atlantic coast. Under our operating agreement with the Atlantic Palace Hotel, which matures in August 2025, we retain all revenues from the casino operations and pay the hotel a monthly rent. The casino operated 191 slot machines and 21 tables as of September 30, 2023.
- **Casino Le Mirage:** On February 22, 2018 we acquired a 50.9% stake in *Casino Le Mirage* in Agadir, Morocco. Our operating agreement with hotel Les Jardins Club de Agadir matures in July 2026 and allows us to renew the agreement for additional periods of five years. If the agreement is not challenged by either party, the agreement will automatically renew for an additional five years. The casino operated 96 slot machines and seven tables as of September 30, 2023.
- **Casino Tanger:** On May 16, 2022 we acquired a 75% stake in *Casino Tanger* in Tanger, Morocco. In November 2023 we signed an operating agreement with Hotel Movenpick for a period of 12 years starting from November 15, 2022. The casino operated 139 slot machines and 24 tables as of September 30, 2023.

Bingo Operations

Our bingo operations are categorized under the Casinos Division.

Spain. Our gaming halls generate revenues from the sale of bingo cards, operations of slot machines installed in its halls and from food and beverage sales.

Revenues from traditional bingo games in Spain have been declining in recent years. We believe that this is due to a variety of factors, including in particular, during 2020 and the first half of 2021 due to the COVID-19 pandemic. Further, in Spain, we have been introducing machines, such as electronic bingo games, slot machines, and electronic roulette games, into some of our gaming halls. We believe that the introduction of these machines in our gaming halls will partly offset the decline of traditional bingo revenues.

In connection with efforts to reduce our cost base and enhance our portfolio, we have closed or sold underperforming halls in Spain from time to time, and may close or sell underperforming gaming halls in Spain in the future. Further, in 2020, we sold three bingo halls in Spain.

Mexico. We hold a license and the right to operate 34 gaming halls in Mexico, of which 28 were operating as of September 30, 2023. We have made significant investments in our gaming halls in Mexico in order to remodel and expand our facilities, increase and optimize the slot machines portfolio in our halls and implement the "Casino Life" concept. The "Casino Life" concept offers our gaming hall customers a wide range of entertainment including cafes, bars, live music, sports betting, electronic bingo machines, slot machines and gaming tables. We have enhanced our offering in gaming halls by installing an aggregate number of 136 gaming tables and 7,136 casino-style slot machines made by Bally, International Game Technology, WMS Gaming Inc. and Aristocrat during 2018 and 2019.

Slots Spain Division

Our Slots Spain Division owns and manages slot machines in bars and cafes in Spain. Additionally, our B2B operations are included in the Slots Spain Division.

The following table presents the number of slot machines that we operated in our Slots Spain Divisions, as of December 31, 2020, 2021 and 2022 and September 30, 2022 and 2023. Slot machines operated in other divisions are not presented in the following table.

Slot Machines, Spain	As of December 31,			As of September 30,	
	2020	2021	2022	2022	2023
Total	34,741	34,272	33,094	26,113	25,448

As of September 30, 2023, we directly, or indirectly through slot machine sub-operators, controlled, in our Slots Spain Division, 25,448 slot machines located in approximately 16,974 sites, primarily in bars. We plan to continue to

optimize our slot machine portfolio in Spain. During the COVID-19 pandemic our Slots Spain Division proved its resilience and increased its operating revenues despite not having access to all of the selling points as a result of the restrictions imposed by the Spanish government due to the pandemic.

Relationship with Site Owners. We enter into contracts with site owners under which a site owner typically gives us the exclusive right to place one or more of our slot machines at the owner's establishment for a period of up to five years. We believe that our long-standing relationships, history of excellent service with site owners and higher than average revenues per slot machine are the basis for our high contract renewal rates. We install, maintain and service the slot machines, collect money and pay the required taxes. We also ensure that each slot machine complies with regional and national laws and regulations and, where required, post bank guarantees. We understand that slot machines are generally the most significant profit center of a site owner's business.

In addition to revenue sharing, we often make interest-free loans and cash payments to encourage site owners to enter into or extend contracts. We collect payment on these loans over an 11-month period, on average, through an offset against the site owner's share of slot machine revenues. We record these loans as receivables on our balance sheet. For the twelve months ended September 30, 2023, these loans and other incentives (such as contributions to bar decorations and equipment) amounted to €13.3 million.

Participation Agreements with Former Slot Machine Operators. Our preferred method of expansion has been by purchasing existing slot machine operators. However, when there is a strong relationship between the slot machine operator and site owners, it is often preferable or necessary for us to acquire the slot machine operators and enter into a participation contract with the seller under which the seller continues to maintain a commercial relationship with site owners in exchange for a percentage of revenues. As of September 30, 2023, we had agreements (or sub-operator agreements) covering 27% of the slot machines we operated in Spain. Revenue sharing to sub-operators under these participation agreements totaled €8.3 million for the twelve months ended September 30, 2023.

Coin Collection and Information Systems. We carry out coin collection through company-employed collectors who utilize our fleet of vehicles. Our cash collectors each follow pre-arranged routes on their daily collection runs.

We have completed our migration from a computerized information and collection control system to a network-based information collection system to monitor and control our slot operations. This network-based information system links our slot machines located in Spain to an internal central database and allows us to receive real time usage information (including data such as operating frequency, payouts, and cash levels by machine) that we are able to analyze through our current data analysis systems without the need to download this information from each machine during collection runs.

We believe that our information and collection control system helps us maximize revenues through accurate and efficient collections. The system optimizes accuracy by matching the amount due to the operator to the amount received from the collector. Any discrepancy between the amount due and the amount collected is analyzed (usually on the same business day that it is collected) and, if necessary, investigated.

The information and collection control system also generates more efficient slot machine performance and revenue data than the manual method used by many of our competitors. Our revenue and game-use data assists us in monitoring individual slot machines and in determining when to rotate a slot machine to a different site or to retire it, as well as in obtaining information on player tendencies. We aggregate individual data on player tendencies to assist us in developing new games and slot machines.

Purchasing Slot Machines. We select slot machines based on the games we believe to be superior and likely to become popular with customers. Our Slots Spain Division purchases slot machines from our B2B business and from other manufacturers. If we believe that another slot machine manufacturer is offering a better game, we will purchase from that manufacturer instead of from our B2B business. In the twelve months ended September 30, 2023, approximately 69% of our new slot machines for our Slots Spain Division were manufactured by our B2B business.

Our B2B operations designs, manufactures and distributes slot machines and gaming kits for the Spanish and international markets, and also engages in the development of interactive gaming systems, concentrating on ready-to-market products such as interconnected slot machines, linked bingo products and electronic and online lotteries.

We sell slot machines directly from our manufacturing plant or through distributors, some of which we control or have investments in, to independent customers (mainly slot machine operators and other gaming establishments), as well as directly to our other divisions, principally the Slots Spain Division.

Slot Machines. We manufacture a wide variety of slot machines. Our slot machines commonly feature reel and video format options, standard and "mini" sizes, full operator flexibility to adjust the limits regarding bets, maximum prize

pay-out, aggregate prize pay-out as a percentage of amount wagered and other features in accordance with local regulations and operator preferences. In addition, our slot machines feature information and collection control systems and an optional bill validation device. In order to attract customers and compete with slot machines introduced by competitors, we introduce new games and themes that require our slot machines to be changed sooner than their mechanical life would require. The cost of a new slot machine is relatively small as compared to the increase in revenues attributable to a new successful game and is, on average, recovered by slot machine operators within a few months. As of September 30, 2023, the average selling price of one of our slot machines is approximately €4,403. From time to time, we provide volume discounts to purchasers.

We also offer gaming kits to convert slot machine cabinets from an old game to a new game. The cost of a kit is lower than the cost of a new slot machine, therefore, purchasing gaming kits allows our customers to increase their revenues without having to invest in a new slot machine. The mix and relative profitability of slot machine cabinets and gaming kits can vary over time due to a variety of reasons, including general market conditions, the availability and popularity of new slot machine games, differences in demand for a game among regional markets and the pricing strategy of particular slot machine producers and distributors.

Product Sales. The following table sets forth total sales of our slot machines for the periods indicated:

Number of units sold	Number of units sold			Twelve months ended
	Year ended December 31,			ended
	2020	2021	2022	September 30, 2022
Total slot machines.....	7,255	12,481	17,676	17,773

The operational restrictions imposed during 2020 and 2021 due to the COVID-19 pandemic significantly reduced the capital expenditure budget of most of the slot route operators thus decreasing our sales of slot machines for the years ended December 31, 2020 and 2021. However, once the COVID-19 related operational restrictions were lifted, we were able to increase our sales and surpass pre-pandemic level of sales for the twelve months ended September 30, 2023.

Production. We assemble all our slot machines in Spain.

We design most of our main core components and outsource their manufacturing. Our assembly processes consist of component sub-assembly, final product assembly, customization and final testing. We apply just-in-time management principles to match inventory levels to production needs.

We depend on many suppliers for the components used to assemble our slot machines. We have not encountered any significant production problems with any of these suppliers. We believe that the relevant components of our slot machines could be obtained from alternative suppliers, although at a potentially higher cost and with a lower probability of timely delivery.

We ensure product quality through periodic internal inspections and use prototypes and pre-series batches to certify both individual components and manufacturing processes before mass production. In addition, we provide a limited three-month warranty on slot machines sold in Spain and will replace defective products during that time period.

Distribution of Products in Spain. We distribute slot machines and gaming kits in Spain through four channels of distribution: (i) the Slots Spain Division, (ii) independent slot machine operators, (iii) controlled distributors, and (iv) independent distributors. Large slot machine operators purchase slot machines and gaming kits directly from our sales offices. Most other slot machine operators buy from distributors who offer a wide selection of products (both manufactured by us and by third parties) at their sales showrooms and provide technical assistance. In order to obtain a direct relationship with these slot machine operators and increase our knowledge of their needs, we have acquired a 50% interest in several distribution companies which cover the most significant regions of Spain.

The following table shows our percentage sales of slot machines and gaming kits in Spain for each of our channels of distribution for the periods indicated:

Distribution channels (in %)	Year ended December 31,			Twelve months ended
	2020	2021	2022	September 30, 2023
Slots Spain Division	55.4	36.3	29.4	22.8
Independent slot machine operators	6.6	8.7	8.2	5.7
Owned slot machine distributors	17.3	23.3	29.6	29.8

Independent slot machine distributors	20.7	31.7	32.8	41.7
Total	100.0	100.0	100.0	100.0

Research and Development. We design all aspects of slot machines, from the rules and graphics of the game to computer software and hardware. We believe that the design of slot machines is critical in attracting players. In order to maintain player interest, games must be attractive, visually stimulating, interesting and varied. Consequently, we regularly test consumer views of the games' aesthetics, features and quality, as we seek to provide a regular supply of new and popular games to the market.

As of September 30, 2023, we had a team of 113 employees in our research and development group, including software programmers and designers who are responsible for designing software that is used in our new slot machine models. Our most popular slot machine models incorporate software designed by our research and development group.

Our interactive business is focused on network systems, linked bingo products, online lotteries and electronic instant lotteries. We are also working to develop video lottery management systems.

Networks. We support the Slots Spain Division by providing a platform that enables the interconnection of thousands of slot machines.

Slots Italy Division

The Slots Italy Division operates a network system for slot machines and VLTs in Italy.

The following table presents the number of slot machines and VLTs that we operated in our Slots Italy Divisions, as of December 31, 2020, 2021 and 2022 and September 30, 2022 and 2023. Slot machines and VLTs operated in other divisions are not presented in the following table.

Slot Machines, Italy	As of December 31,			As of September 30,	
	2020	2021	2022	2022	2023
Slot Machines, Italy	7,165	7,060	7,269	7,358	10,976
VLTs, Italy	2,468	2,425	2,372	2,398	2,412
Total	9,633	9,485	9,641	9,756	13,388

As of September 30, 2023 we operated 10,976 slot machines in approximately 2,528 locations across central and northern Italy as part of our Slots Italy Division. These locations include bars, gaming halls (six of which we wholly own in Italy), restaurants and service stations. We have revenue sharing agreements in place with the owners or operators of these locations. These revenue sharing agreements generally have an initial term of up to five years and are renewable annually thereafter. Pursuant to these revenue sharing agreements, we generally split revenues (net of prize pay-outs and taxes due to the ADM) on a 50:50 basis with the owners or operators of the locations. Pursuant to interconnection agreements, we charge a fixed fee per third-party owned slot machine interlinked to our network. Third-party slot machine owners may renew these interconnection agreements on an annual basis.

In addition to slot machines, as of September 30, 2023, we operated 2,412 VLTs placed in gaming halls and arcades located mainly in central and northern Italy and connected to our existing Italian slot machine network. We operate approximately 25% of the VLTs directly through Cirsa Italia and 75% through Orlando Italia, a subsidiary of our 50:50 joint venture with Grupo Berruezo, Orlando Play S.A. Cirsa Italia owns the legal concession (expiring on December 31, 2024), to operate 2,583 VLTs and enters into agreements with site owners for the operation of such VLTs on their premises. Cirsa Italia makes payments to Orlando Italia under a profit-sharing arrangement which will expire on the expiration of the concession on December 31, 2024, as renewed or extended. Our slots and VLT operations in Italy are subject to occasional regulatory interventions which impact our results of operations. For example, in accordance with the requirements of the 2016 Stability Law, Cirsa Italia has reduced the number of authorizations relating to AWP slot machines that it held by 15.2% as of December 31, 2017, and further reduced the number of authorizations relating to AWP slot machines that it held by 19.7% as of December 31, 2018, achieving the mandated reduction level of 34.9%, which was required to be achieved by mid-June 2018. See "*Regulation—Italy*."

Further, our B2B business supports the Slots Italy Division by providing a platform that enables the interconnection of thousands of slot machines. This network systems technology is also used in the network for our Italian VLT business and Spanish slots operations.

On-line Gaming & Betting Division

Through *Sportium*, our On-line Gaming & Betting Division offers online gaming operations and sports betting products through outlets and betting machines in Spain as well as some betting operations in Colombia, Peru, Mexico (through GanaBet), Italy (through E-Play24) and Panama.

On October 14, 2019, we completed the acquisition of Ladbrokes B&G's 50% ownership interest in *Sportium* following which we hold 100% of *Sportium*. As of September 30, 2023, *Sportium* operated a sports betting business with a wide multichannel network of 2,177 points of sale in Spain in casinos, gaming halls, gambling halls, betting ventures and bars, complemented with an online presence as well as some betting operations in Colombia, Peru, Mexico, Italy and Panama. *Sportium* is the only player present with leading positions in both the online and retail sports betting markets. *Sportium* began its international expansion in Panama in 2016 and further expanded in 2018 opening operations in Colombia.

During the COVID-19 pandemic in 2020, our On-line Gaming & Betting Division business remained strong. In April 2021, we expanded this division further by acquiring a 100% interest in Bet on Red Digital, S.A. (which owns the online portal Marca Apuestas and which had a GGR of €8.7 million during the year 2020). GGR represents gross revenue from gaming and also includes revenue from any offers and promotions made to customers, such as revenue from additional free bets offered to customers.

Furthermore, in August 2022 we continued expanding our On-line Gaming & Betting Division by acquiring a 60% interest in the Italian online gaming operator E-Play24, which is one of the leading Italian online betting and gaming operators. E-Play24's business is also based on an omnichannel strategy, combining a retail network of 2,600 PoS with a wide range of product offering in its online and mobile platform. E-Play24's business has grown substantially over the past years.

Competition

Casinos Division

Although casino owners have had limited direct competition from other casinos, we may face competition from other forms of gaming, for instance gaming hall operators. In Spain and Latin America, the number of casino licenses issued may increase in certain jurisdictions in which we operate and, as a result, there may be an increase in direct competition between casinos. The principal competitive factors in the industry include the quality and location of the facility, the nature and quality of the amenities offered and the implementation of successful marketing programs.

In respect of our bingo operations, the gaming hall market in Spain is characterized by a few large companies and we compete with a large number of regional gaming hall operators. Our principal competitors, each of which is substantially smaller than us, are Grupo Alfredo García, Grupo Ballesteros, Grupo Rank and Grupo Orenes Franco. In addition, we estimate that independent owners operate several hundred gaming halls throughout the country. In Mexico, we compete with other licensed gaming hall operators and unlicensed operators. Operators of gaming halls also face competition from other forms of gaming. We believe that our size allows us to compete effectively in the gaming hall market and that the increased availability of advanced technologies will bring further consolidation in gaming hall operations.

Slots Spain Division

Due to the fragmentation of the slot machine segment in Spain, we compete with a large number of regional and, generally, much smaller slot machine operators. There are, however, several significant competitors, including Egasa, Codere and Orenes, which we believe are substantially smaller than us.

In the manufacturing of slot machines for Spain, there is a high level of competition between a small number of manufacturers. The Spanish slot machine market is a separate market from the international slot machine market due to consumer preferences and Spanish regulations which impose, amongst other things, specific design requirements on slot machines that are not placed in casinos. In slot machine manufacturing, our main competitors in Spain are Recreativos Franco and Novomatic. The quality, appeal and originality of games are the key factors in determining the success of our B2B operations.

Manufacturers of slot machines can be expected to continue to improve the design and performance of their slot machines and to introduce new popular games with greater revenue producing potential and more competitive prices. From time to time, one or more of our new games may prove unsuccessful, which may erode our market share and decrease our profitability. Although we have been successful in introducing popular new games in the past, we cannot assure you that we will continue to produce popular new games in the future.

Slots Italy Division

In Italy, we compete with a number of other authorized slot and VLT operators, some of which are substantially larger than us and have access to significant financial resources. The principal factors of competition in this segment are the ability to maintain good on-going relationships with site owners, provide excellent service to the site owner and place popular slot machines and VLTs at the most attractive sites. In order to obtain the most profitable sites, we may selectively acquire slot machine operators when available. To retain the profitable sites, we must offer attractive renewal agreements to our current site owners. As the market for slot machines is consolidating, we may compete with these larger competitors to acquire new or existing slot machine sites.

On-line Gaming & Betting Division

The retail sports betting market in Spain comprises a few players that operate at multi-regional levels. *Sportium* leads the ranking followed by Codere. Other relevant competitors are Orenes, Luckia, Reta and Kirol. The last two competitors combine the B2C business with B2B operations, providing their proprietary platform and related services to smaller local operators.

The online betting and gaming market comprises several market players with more than 65 licensees, including well-known international players. The leading player in the market is Bet365, followed by the new Flutter Entertainment (PokerStars/Betfair), followed by other companies such as 888, William Hill (which has been acquired by Caesars Entertainment and subsequently sold its international assets to 888), *Sportium* and Bwin.

Technological Change

Constant innovation is particularly important in the manufacture of slot machines, because they have a short commercial life. For instance, we believe that the average commercial life of an installed slot machine is approximately four to five years in Spain. In addition, existing technology (such as internet gaming), as well as proposed or as yet undeveloped technologies may become more popular in the future and render our games less profitable or even obsolete. We believe that we have developed technological and other advantages such as the proprietary technology contained in some of our most popular games, as well as slot machines in video formats which allow a wide variety in choice of games, including poker, blackjack, keno and bingo. However, there can be no assurance that these technological and other changes will allow us to continue to innovate and compete effectively.

Property, Plant and Equipment

We lease our principal executive offices which are located at Carretera de Castellar, 298, Terrassa (Barcelona), Spain, and are owned by Nortia Capital Investment Holding, S.L.

Employees

We employed 13,994 employees as of September 30, 2023. Most of our employees have a permanent employment contract. The following tables set forth a breakdown of our employees by the main category of activity and geographic area as of September 30, 2023:

Category of activity	Number
Casinos	11,084
Slots Spain	1,466
Slots Italy	366
Corporate	491
On-line Gaming & Betting	587
Total	13,994

Geographic area	Number
Spain	4,564
Italy	484
Colombia	2,768
Panama	1,258
Dominican Republic	836
Mexico	2,266
Peru	875
Costa Rica	333

Geographic area	Number
Morocco.....	610
Total.....	13,994

In Spain, we are subject to different national and regional industry-wide collective bargaining agreements in each of the respective sectors in which we operate, except for our casinos in Marbella, Valencia, Las Palmas, La Toja and Bilbao (Bincano), whose employees are party to collective bargaining agreements directly with us. In addition, we are a party to a collective bargaining agreement with the employees of Universal de Desarrollos Electronicos, S.A., a slot machine manufacturing subsidiary, concerning hours of employment. Under the relevant national and regional collective bargaining agreements, salary scales are established for each position in each industry. These salary scales are usually revised annually and typically provide for increases in the salary scales in accordance with increases in the consumer price index in Spain or a slightly larger increase (usually 1% to 2%). We have a policy of meeting or exceeding the established salary scales for our employees.

We believe our relationships with employees and unions to be satisfactory.

Licenses and Trademarks

We have registered our corporate logo and have registered, or are in the process of registering, each of our relevant brand names, marks and logos which distinguish our products for trademark protection in Spain and other jurisdictions, including the European Union and the United States.

Environmental and Other Government Regulations

Our production facilities and our premises are subject to environmental, health and safety and other laws and regulations, including laws and regulations governing disposal of solid and a variety of hazardous waste and water discharges. We are required to obtain environmental licenses for our production facilities and are also subject to periodic inspections by regulatory authorities.

Our products, activities and premises are subject to regulatory approvals in the countries in which we act as an operator of slot machines, casinos or gaming halls or the countries in which we sell our slot machines. See “*Regulation.*”

Environment, Social and Governance (“ESG”) strategy

ESG is at the core of our business strategy. We are focused on upholding the highest responsible gaming and corporate governance standards. We are also working towards using more green energy and reducing our environmental impact while investing in local people and communities. By integrating ESG considerations into the management of our Group, we aim to create lasting benefits and shared value for our shareholders, employees and the communities in which we operate. We strongly believe in the importance of linking ESG performance to our business objectives as well as management’s performance – the achievement of ESG targets accounts for 20% of management’s variable compensation plan – and establishing a clear ESG strategy to guide our business over the next few years. We envisage a virtuous cycle in which achieving certain ESG targets leads to an improvement in operational efficiency, corporate reputation and our financial condition. See “*Summary—Our Strengths—We are committed to reducing the environmental impact of our business, investing in local people and communities and upholding the highest responsible gaming standards*” for further information.

Litigation

Criminal proceedings relating to Mutua Universal

On February 16, 2016, Cirsa Gaming was served with two decisions issued by the Instruction Court No. 21 of Barcelona (the “*Instruction Court*”) by means of which Cirsa Gaming (i) was called to appear before the Instruction Court as a third party with direct civil liability in the criminal proceedings initiated against Mutua Universal and eleven of its managers; and (ii) was ordered to deposit the amount of €1,475,523.20 in order to cover its potential civil liability. The Instruction Court’s basis for issuing the orders to Cirsa Gaming (along with the other 2,289 other clients of Mutua Universal) was the presumption that Cirsa Gaming had recognized benefits resulting from criminal offenses committed by Mutua Universal and eleven of its managers. On February 16, 2019, pursuant to a new order of the Instruction Court, Cirsa Gaming was asked to deposit the amount of €1,475,523.20 in order to cover its potential civil liability. Cirsa Gaming has posted bond for the requested amount and the Instruction Court declared the adequacy and sufficiency of the guarantee by court order dated June 25, 2019. Therefore, the portion of the proceeding with regards to Cirsa Gaming’s potential civil liability has been concluded.

These criminal proceedings were initiated by the Public Prosecutor and the Social Security Fund after verifying certain allegations that part of the funds Mutua Universal received from the Spanish Social Security were illegally used for promotional activities of Mutua Universal. These activities included different kinds of services that Mutua Universal rendered to its clients. According to media reports, larger companies like Cirsa Gaming are the principal targets of the order as many of Mutua Universal's other 2,289 clients have since disappeared. Media reporting also indicates that there is no evidence that the companies subject to the Instruction Court's order were conscious that the promotional activities carried out by Mutua Universal which are the subject of the criminal proceedings could be considered criminal offences. While we intend to continue to contest any liabilities determined in respect of this matter, under the Original Acquisition Agreement, the sellers thereunder have agreed to indemnify, up to an agreed cap, liabilities arising out of this matter, which we believe will substantially cover any liabilities that are finally determined.

ADM determination

In 2015, the Italian gaming regulator, *Agenzia delle Dogane e dei Monopoli* (the "ADM") assessed additional taxes of €19.8 million (which were to be collected by Cirsa Gaming and on behalf of Cirsa Gaming and certain of our operating partners) to be paid to the ADM (the "ADM Determination"). We have paid a total of €18.2 million of this amount. There is an additional €1.6 million of the ADM Determination left to be paid, which is owed by certain of our partner operators and not by Cirsa Gaming directly. On June 24, 2019, the Regional Administrative Court of Lazio issued judgment No. 8204/2019, stating, among other things, that the payment obligation set forth by the ADM Determination shall be borne not only by the concessionaires, but shall be split among all operators in the gaming sector (including site operators and partners) proportionally to the payment of the ADM assessed obligations on the basis of the relevant contractual agreements. As this judgment did not explicitly state whether the concessionaires and the other operators are liable for the payment separately or on a joint and several basis, Cirsa Italia filed an appeal against such decision in the Consiglio di Stato Court in February 2020 based on a decision of the Italian Constitutional Court that each party (concessionaires, site operators and partners) is entitled directly by law to pay only its part of the tax amount due to the ADM and that there should be no joint and several liability.

On September 28, 2020, the Consiglio di Stato Court lodged a request for a preliminary ruling before the Court of Justice of the European Union aimed at determining whether the national legislation constitutes a restriction on the freedom of establishment or the freedom to provide services guaranteed by Articles 49 and 56 TFEU and whether it is compatible with the principle of protection of legitimate expectations. The hearing before the Court of Justice of the European Union took place on January 27, 2022. The judgment, published on September 22, 2022, ruled that the reduction of compensation to gaming concessionaires cannot be justified only by the need to improve public finances. Accordingly, Article 49 TFEU must be interpreted as meaning that national legislation which imposes a levy that reduces the remuneration of gaming concessionaires, entails a restriction of the freedom guaranteed by the same Article 49 TFEU, and the Treaty provision precludes such a restriction from being justified on the basis of objectives based solely on considerations relating to the improvement of public finances. Where Article 49 TFEU is applicable, the principle of the protection of legitimate expectations must be interpreted to mean that it does not, in principle, preclude national legislation that temporarily reduces the concessionaires' compensation agreed upon in the agreements (*Convenzioni*). Based on this interpretation, the Court ruled that the Consiglio di Stato shall examine whether the legislation at issue complies with the principle of the protection of legitimate expectations. On December 1, 2022, a hearing was held before the Consiglio di Stato Court and the Consiglio di Stato Court issued an order on February 1, 2023 requesting parties to provide clarification on the 2015 budget in order to assess the impact of the levy on each individual concessionaire. Cirsa Italia is currently drafting a response setting out the impact of the levy on its 2015 budget.

Challenge over the number of Type A licenses we hold in Panama

Panama's Decree Law No. 2 of 1998 limits the number of Type A slot machine licenses that an entity is permitted to hold and operate within a specific geographical area or "designated area" (as such term is defined in Panama's Decree Law No. 2 of 1998). See "*Regulation.*" As of September 30, 2023, we owned a total of 36 Type A licenses in Panama (although only 32 of these licenses are being operated), of which, 21 Type A licenses are operated within the designated area. In April 2022, our operation of Type A licenses in the designated area was challenged by a competitor, Hípica de Panamá, S.A., before the Supreme Court of Panama, claiming that we operate licenses in excess of the maximum number of licenses permitted to operate within such designated area. Although Panama's gaming regulator (*Junta de Control de Juegos*) confirmed that it did not support such allegation and some of these claims were dismissed, in August 2023 the Supreme Court found in our competitor's favor and declared that the operation of certain Type A licenses did not comply with applicable regulations. Following the Supreme Court's ruling, the gaming regulator enacted resolutions to allow up to a maximum of 23 Type A licenses to operate in the designated area. However, Hípica de Panamá, S.A. has filed a contempt of court action against the gaming regulator claiming that said authority has disregarded the Supreme Court's decision and the case is currently pending. In addition, on April 8, 2023, Mr. Herbert Young filed a claim, based on the same arguments as the claim filed by Hípica de Panamá, S.A., before the Supreme Court of Panama, claiming that we operate licenses in excess of the maximum number of licenses that an operator is permitted to operate within the relevant

designated area. The consequences of this claim will be the same as the claim filed by Hípica de Panamá, S.A. This second case is also currently still pending.

Challenge over gaming regulation amendments in Mexico

Our Mexican subsidiary Promociones e Inversiones de Guerrero, S.A.P.I. de C.V. (“*PRINGSA*”) and Operadora General de Entretenimiento, S.A. de C.V., together with the third-party companies Operadora Ahis S.A. de C.V. and Apuestas Internacionales, S.A. de C.V. filed an action on December 14, 2023 against certain amendments to the Mexican Gaming Regulations published in the Official Gazette of the Federation on November 16, 2023 (the “*Decree*”), which forbid betting activities through slot machines, playing cards, dices, and roulettes in Mexico. In particular, pursuant to the amendments to the Mexican gaming regulations, gaming operators with gaming permits currently in force may continue operating during the term of their respective permits or 15 years (if the term of the permits exceeds 15 years), but will not be eligible to renew their gaming permits beyond such period. The entry into force of the Decree creates a new regulatory regime for PRINGSA and other gaming hall operators in Mexico, applying new prohibitions and obligations that prevent these companies from carrying out business activities that they were previously authorized to perform, which may have an adverse effect on our business, financial condition and results of operations in Mexico. In the action, PRINGSA claims that the gaming halls’ operators are facing legal uncertainty due to an infringement of their acquired rights, as well as a violation of their freedom of commerce, right to equality, legal certainty, property, legitimate confidence and presumption of innocence, among other rights included in the Mexican constitution, and are seeking protection so that the Decree will not be applied to PRINGSA and the other gaming hall operators bringing forth such action. The matter is currently pending before the District Court Judge in Mexico City. In the action, we also requested an interim injunction to suspend the implementation of the new regulation pending a decision on the merits of the case. This injunction was granted on January 16, 2024 and confirmed on January 23, 2024.

Other Litigation

We are involved in a number of other legal proceedings and claims incidental to the normal conduct of business. We believe that these other proceedings and claims will not individually or in the aggregate, have a material adverse effect on our business, financial condition, or results of operations.

REGULATION

European Union

There is currently no specific EU legislation governing gaming activities. Instead, general EU rules and principles under the Treaty on the Functioning of the European Union apply to gaming activities.

The EU Court of Justice has recognized that the legislation on games based on chance is one of the areas in which there are significant moral, religious and cultural differences between the EU Member States. In the absence of harmonization in the European Union on such matters, each EU Member State must determine, in accordance with its particular value system, what is required in order to ensure that the relevant interests are protected. EU Member States are free to set their policy objectives and restrictions on betting and gaming and, where appropriate, to define in detail the level of protection required. However, the restrictive measures that they impose may constitute restrictions to the freedom to provide services in the EU internal market and must accordingly satisfy the conditions laid down in the case law of the EU Court of Justice as regards their proportionality with respect to achieving the objectives of the relevant EU Member State.

Gaming activities which involve wagering a stake with pecuniary value in games of chance, including lotteries, gaming in casinos and betting transactions are excluded from the scope of EU Directive 2006/123/EC of the European Parliament and of the Council of December 12, 2006 on services in the internal market. This Directive aims to eliminate barriers to the development of service activities between Member States in order to strengthen the integration of the peoples in Europe and to promote balanced and sustainable economic and social progress. The implementation of this Directive has implied the material amendment of a large number of laws and regulations of each of the Member States.

On October 23, 2012, the European Commission sent to the European Parliament, the Council, the Economic and Social Committee and the Committee of the Regions, a communication towards a comprehensive European framework for online gambling. The European Commission did not propose EU-wide legislation on online gambling. It proposed a comprehensive set of actions and common principles on, amongst others, protection of consumers, minors and vulnerable groups, responsible gaming advertising, prevention of fraud and money-laundering and prevention of and responding to betting-related match-fixing. On July 14, 2014, the European Commission adopted the Recommendation on the principles for the protection of consumers, players and minors through the adoption of principles for online gambling services and for responsible commercial communications of those services, in order to safeguard health and to also minimize the eventual economic harm that may result from compulsive or excessive gambling. In preparing this Recommendation, the European Commission has drawn from good practices in the Member States. The Member States were invited to notify the commission of any measures taken pursuant to this Recommendation by January 19, 2016 to allow the European Commission to evaluate the implementation of this Recommendation. On November 27, 2015, the gambling regulatory authorities of EEA Member States signed a cooperation arrangement to enhance administrative cooperation with respect to certain challenges of online gambling.

On December 7, 2017 the European Commission issued a press release referencing the decision of the European Commission to close infringement procedures and complaints in the gambling sector against Member States, acknowledging the broader political legitimacy of the public interest objectives being pursued by Member States when regulating gambling services and that it is not a priority for the European Commission to use its infringement powers to promote an EU Single Market in the area of online gambling services. However, the European Commission will continue to support Member States in their efforts to modernize their national online gambling legal frameworks and to facilitate cooperation between national gambling regulators.

Spain

Traditional Gaming

The traditional private gaming sector (where physical presence is a requirement) in Spain was legalized in 1977. Initially, the Spanish national government regulated the traditional private gaming sector (slot machines, gaming halls and casinos) through national regulations applicable to the entire country. The Spanish Constitution allowed the Spanish Autonomous Regions (each, a “*Region*” and together, the “*Regions*”), to regulate traditional gaming activities within the scope of their territory, as long as they did not invade the powers reserved to the State by the Spanish Constitution. Therefore, in Spain, traditional gaming is generally regulated at a regional level, and the national legislation applies where no regional legislation exists, but it does not regulate a specific gambling activity or when the gambling activity affects more than one Region. At present, most of the Regions have passed extensive legislation governing traditional private gaming, including the granting of the relevant operating licenses and authorizations, tax measures and the monitoring of each type of private game. Additionally, the Regions can regulate the public traditional gaming market (lotteries) within their own territorial areas. Regulation of the traditional private gaming market is similar across each of the Regions. National laws and regulations on traditional private gaming, however, exist and are applicable in Regions under certain circumstances, as explained above. Certain residual responsibilities, such as assistance with standardization of slot

machines and collection of industry statistical information, are within the purview of the Spanish Gaming Authority (*Dirección General de Ordenación del Juego*).

Any changes in the regulatory scheme in Spain or in any other jurisdiction in which we operate may have an adverse effect on our business. See *“Risk Factors—Risks Relating to the Gaming Industry and Our Business—The gaming industry is subject to extensive regulation (including applicable anti-corruption and economic sanctions laws) and licensing requirements and our business may be adversely affected by our inability to comply with these extensive regulation and licensing requirements, regulatory changes and increases in the taxation of gaming, which could result in litigation.”*

Below is a summary of certain of the regulations and taxes that apply to the operation of slot machines, casinos, gaming halls, arcades and gaming halls, betting activities and online gaming in Spain. This summary does not purport to be complete and only refers to traditional versions of these games where physical presence is required. The Spanish traditional gaming regulatory regime is highly complex and regulation changes are frequent. Whether national or regional regulations apply depends on various factors, including the type of game operated and the Region in which the game is operated.

In addition to gaming and gaming taxes legislation, gaming operators and activities are subject to other legislation, governing, among other things, environmental, zoning, publicity and protection of minors matters. For instance, as a consequence of zoning and environmental legislation, gaming operators are obliged to obtain the relevant licenses from the local authorities of the city where the activities are carried out, in addition to the gaming sector authorizations described in this section. On anti-money laundering and terrorism prevention, Spain approved in 2014 a piece of regulation establishing specific measures related to payment of prizes and due diligence client identity measures in gambling activities. This regulation implements the Act on anti-money laundering and against financing of terrorism of 2010 and applies to both traditional and online gaming. On May 20, 2015, the European Parliament and the Council adopted Directive (EU) 2015/849 of May 20, 2015 modified by Directive (EU) 2018/843 of May 30, 2018 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC. Amongst others, this Directive applies to providers of gambling services. Member States were required to bring into force the laws, regulations and administrative provisions necessary to comply with this Directive 2018/843 by January 10, 2020. According to this Directive, the use of gambling sector services to launder the proceeds of criminal activity is of concern. In order to mitigate the risks relating to gambling services, it established the obligation for providers of gambling services posing higher risks to apply customer due diligence measures for single transactions amounting to €2,000 or more. Member States should ensure that obliged entities apply the same threshold to the collection of winnings and wagering of stakes, including by the purchase and exchange of gambling chips, or both. Spain transposed the Directives 2015/849 and 2018/843 into national law with the approval of the Royal Decree Law 11/2018, of August 31, 2018 on the transposition of the Directives regarding the preservation of supplementary pension rights, prevention of money laundering and entry and residence of third-country nationals, and which modifies the Act 39/2015, of October 1, 2015 of the Common Administrative Procedure of the Public Administrations, and the Royal Decree Law 7/2021, of April 27, 2021 on the transposition of the Directives of the European Union regarding competition law, money laundering, credit entities, telecommunications, tributary measures, prevention and restoration of environmental damages, and posting of workers in the provision of transnational services and consumer protection. The Royal Decrees set forth the due diligence measures to be implemented by the providers of gambling services (concerning, among others, the identification of customers and, in particular, the due diligence measures that should be applied when customers perform transactions amounting to €2,000 or more in a single operation or in several operations that seem to be related). Regulatory amendments have been mainly focused, among others, on anti-money laundering legislation that affects cryptocurrencies and other types of currencies of similar nature.

General

In Spain, gaming operations (including authorizations, gaming activities and wages placed on slot machines and in casinos and gaming halls) and the opening of arcades and gaming halls, are subject to gaming taxes. In general, the gaming taxpayer is the person or entity to which the operating license has been granted. For example, the slot machine operator is the gaming taxpayer in connection with the operation of slot machines.

Unless a Region has established its own regulation, gaming taxes are assessed by applying a fixed tax rate to the total amount wagered by customers (the tax base) and, generally, are paid on a quarterly basis.

Some Regions (such as Castilla-La Mancha or Valencia) have recently suspended the granting of new gaming establishment authorizations.

Slot Machines

Slot machine manufacturers, distributors and operators, as well as others engaged in the slot machines business, must comply with laws and regulations that govern all aspects of slot machines, including the physical characteristics of the slot machines, amounts wagered, prize payout statistics and locations where each type of slot machine may be placed. In certain Regions, a transfer of ownership interest in slot machine manufacturers and distributors is subject to prior authorization by, or prior notification to, the relevant Region. Regulations generally distinguish among several types of slot machines as described below, although certain Regions expressly exclude some of them:

Amusement-only Slot Machines (known in the Spanish gaming industry as Type A slot machines). These are slot machines of mere leisure or amusement and they are limited to giving the player a certain length of playing time in exchange for the price of the game (or in certain Regions and under certain circumstances, a prize-in-kind). Amusement-only slot machines cannot give the player any kind of cash, chips or other type of prize that is exchangeable for cash or other items (except for extra time if the player wins). Generally, amusement-only slot machines may be placed within bars, cafes, restaurants, arcades and sites that provide amusement-only slot machine entertainment. Possible locations include hotels, camp grounds, cruise ships, amusement centers, gaming halls, family entertainment centers, gaming halls and casinos.

Amusement-with-prize Slot Machines (known in the Spanish gaming industry as Type B slot machines). These slot machines are amusement-with-prize slot machines that, in exchange for the price of a game, give the player a certain length of playing time, and in accordance with the game program, reward the player with a cash prize. Amusement-with-prize slot machines are subject to regulatory approval in each Region in which they are sold. The regulations typically provide that, among other things, the slot machine must have (i) a maximum wager of €0.20 (although Aragon allows maximum bets up to €1 instead of €0.20 and most Regions allow “five times bet” slot machines which provide that in certain circumstances up to €1 may be wagered), (ii) a maximum prize of 500 times the price of the wager and (iii) a minimum pay-out of at least 70% (75% in Asturias) of the amount wagered by players. Type B slot machines may be installed in gaming halls, certain areas of gaming halls, certain bars and restaurants and casinos. Certain Regions limit the number of amusement with prize slot machines that may be authorized. Video Type B slot machines are permitted throughout Spain.

Casino-type Slot Machines (known in the Spanish gaming industry as Type C slot machines). Casino-type slot machines offer the player, in exchange for the price of the game, a certain length of playing time and, eventually, a prize that will always depend on chance. The main characteristics of Type C slot machines are: (i) in practice, the regulators allow higher maximum wagers and maximum prizes of up to 2,000 times the value of the wager, excluding accruing jackpots or other special payouts, (ii) the minimum pay-out is required to be at least 80%. In Spain, only casinos may own and operate casino-style slot machines. For a discussion on the regulations regarding the operation of casinos and taxation of casino-style slot machines, see “—Casinos.”

Amusement-with-prize in kind Slot Machines (known in the Spanish gaming industry as Type D slot machines). These slot machines are amusement-with-prize in kind slot machines that, in exchange for the price of a game, give the player a certain length of playing time, and in accordance with the game program and the skills of the player, eventually reward the player with a prize in kind. These type of slot machines are currently authorized in several Regions. Most of the regulations provide that, among other things, the maximum price of the game is €1 and the maximum value of the prize is generally 20 times the price of the wager. Moreover, the regulations generally provide that the prizes have to be visible and the player has to be able to identify them from the outside.

Bingo-type Slot Machines (which have different names depending on the Region (type B3, B4, D, E or Special)). These slot machines are based on the Bingo game and can only be installed in gaming salons, gaming halls and casino halls with certain limitations. These slot machines in exchange for the price of a game, give the player a certain length of playing time and, eventually, reward the player with a prize in cash in accordance with the game program previously established. The maximum wager is €6. The minimum pay-out is required to be at least 80%. Generally, the maximum value of the prize is 1,000 times the price of the wager, although in some Regions, the maximum value of the prize can be lower, and in other Regions, for example Aragon, Castilla y Leon and Extremadura, the maximum value of the prize may be higher. If the bingo-type slot machines are connected with other bingo-type slot machines (in the gaming hall where they are located or in other gaming halls), the maximum value of the prizes may be much higher. There are also special-type bingo-type slot machines for arcades which allow bets from €1 up to €6 (depending on the Region) with the same value of the prizes.

In most of the Regions certain slot machines located in gaming halls or arcades are permitted to be linked to other slot machines at the same location or located at other gaming halls. When slot machines are interconnected, much higher prizes are allowed.

Each type of slot machine must comply with specific requirements set forth in the applicable laws and regulations of the relevant Region. These requirements are mandatory for the slot machine to be duly registered at the relevant models registry. Registration of each model is mandatory prior to obtaining any of the authorizations to manufacture, market,

distribute or operate each slot machine model. Additionally, each slot machine must be marked with the name of manufacturer and the operating permit. Most Regions have relaxed requirements for the operation of amusement-only, or Type-A, slot machines. Some Regions (such as Castilla-La Mancha, Valencia or Galicia) have recently suspended or introduced limitations to the yearly total number of new slot machine authorizations to be granted.

Before commencing operations, all slot machine manufacturers, distributors and operators, as well as others engaged in the slot machine business, must register with and be approved by the gaming authority of the Region in which they intend to conduct operations. The registration and authorization processes include, among other things, a demonstration of sufficient technical and financial resources and professional expertise to operate the slot machines, criminal background check and deposit of a guarantee to ensure regulatory compliance. Slot machine operators are also required to deposit an additional guarantee with the relevant regional authority in an amount which is based on the number of slot machines to be operated in the relevant Region. The amounts of the required guarantees vary across each Region.

In addition to regulations regarding the types of slot machines, there are regulations regarding the types of sites at which slot machines can be placed and the number of slot machines that can be placed in each type of site. For example, most Regions allow only one or two slot machines per bar, cafe or restaurant or a certain number per arcade or gaming hall (for example, in Castilla-La Mancha, two Type B slot machines are permitted per bar, restaurant or similar; and a maximum of 12 Type C slot machines per casino). In addition, for each slot machine, the owner of the site and the operator of the slot machines must each file an application with the relevant Region to obtain approval to place the slot machines at the site. Most Regions provide approval for installation of slot machines for a period of one to five years. Some Regions require that a site owner use the same slot machine operator during the approved time period.

Slot machine operators are required to maintain certain documentation related to the slot machines they operate, including their authorizations to operate the slot machines, in the event an inspection takes place.

The slot machine operator is required to pay gaming tax on a quarterly basis to the Region in which the slot machine is operated for each Type B slot machine and Type C slot machine in operation.

In the case of slot machines, there is no taxable base, since an annual fixed amount must be paid for each of them. The annual fixed amount varies depending on the type of slot machine and can be increased when there can be more than one player at the machine at once or the wages per game modify the game's maximum authorized price.

Each Region has a sanctioning regime in the event of breaches and infringements of the applicable gaming laws and regulations. Additionally, manufacturing, distributing and operating authorizations may be revoked if the relevant regional authority determines that a manufacturer, distributor or operator has not complied with applicable gaming laws and regulations.

Casinos

Authorizations to install and operate casinos are governed by each Region. Generally, when a Region intends to grant authorizations for a new casino, it conducts a public tender. Companies participating in the public tender provide proposals for the new casino to that Region that sets forth how the proposed casino falls within the requirements of the authorization that the Region intends to grant. Requirements for a new casino may include size, location, approximate number of jobs to be created, the types of financial guarantees to be provided by the applicant and the amount of the investment to be made in that Region. The Region will grant the authorization to the applicant whose proposal best matches the terms and conditions of the authorization that Region intends to grant. Generally, only a limited number of casinos may be authorized within a Region.

In addition to obtaining authorization from the Region to install a new casino, the applicant must also obtain authorization from that Region to operate the casino. The authorization to operate the casino is not transferable without prior approval by the competent authority subject to certain conditions. A transfer of ownership interest in the casino, however, is permitted, so long as the Region is notified, or in some Regions, the Region approves the transfer. Similar to a company intending to operate a gaming hall, a company intending to operate a casino must satisfy certain requirements, such as having valid corporate status in Spain, having a primary business purpose of operating casinos, being organized by individuals and having a minimum fully subscribed share capital (for example, €12 million in Madrid and €600,000 in Castilla-La Mancha). In addition, shares are to be nominative and participation in more than one to three casinos (depending on the Region) within the relevant Region is prohibited. In addition, the shareholders of record and directors of a casino company must not have been convicted of any criminal offense. These authorizations are usually granted for an initial period of one year and then are renewed for successive periods varying in length of up to 10 to 15 years, depending on the Region. Generally, an authorization holder must obtain prior approval from the granting Region if it intends to deviate substantially from the terms and conditions under which it was granted the authorization to install the casino or from the authorization to operate the casino. For instance, the change of location within the Region of an authorized casino in certain cases is forbidden and, in others, as in Valencia, subject to prior authorization by the Region. A sanctioning regime exists

in the event of breach or infringement of the applicable casino laws and regulations. Additionally, the regional authorities may revoke the authorization of a company to operate a casino if they determine that such company has not complied with the applicable laws and regulations.

On March 17, 2016, the Region of Galicia approved a new regulation on casinos that also applies to existing authorized casinos. Amongst others, this regulation creates the Regional Registry of Casinos for companies manufacturing and importing casino material or operating casinos in the Region of Galicia, and introduces the possibility for companies already operating a casino in the Region to install and operate one additional hall (as appendix) located outside the premises of the main casino, *provided* that the relevant requirements are fulfilled and that such additional hall is authorized by the competent authority. Among others requirements, the additional casino hall must be located in a different city but within the same province as the main casino. Additionally, according to the regulation, the additional hall may have a maximum gaming area of 80% of the total gaming area of the main casino. In addition to the specific obligations for the installation and operation of the additional hall, it will be subject to the same obligations and provisions as the main casino.

Generally, casinos are subject to periodic compliance inspections by the relevant regional authorities.

Casinos are required to provide certain services, including restaurant and bar services. Casinos must also comply with certain personnel requirements and maintain certain accounting records as required by applicable laws and regulations. Casinos operating slot-machines are also subject to compliance with the relevant laws and regulations approved by the relevant Region on this matter.

Casinos are also required to pay gaming taxes on a quarterly basis to the Region in which they are located. Taxes are based on applying a progressive tax scale to the amount equal to the difference between the total revenues generated and the prizes paid to players.

The Regions of Madrid and Catalonia have approved Acts allowing the installation and operation of, prior to the relevant tender procedure, new casinos in Integrated Development Centers (*Centros Integrados de Desarrollo*) and Touristic Entertainment Centers (*Centros Recreativos Turísticos*) respectively. These Acts also establish a beneficial gambling tax regime for casinos in both regions, with a flat tax rate of 10%, once a casino starts operations in these Centers. At present, no casinos have been authorized to operate in any Integrated Development Center in Madrid. In Catalonia, after the relevant tender procedure, an authorization to install and operate a gambling casino in the Vila-seca and Salou Touristic Entertainment Center (*Centro Recreativo Turístico de Vila-seca y Salou*) was granted by the Director General for Taxation and Gaming of the Government of Catalonia by means of the Resolution VEH/985/2018 of May 22, 2018, published in the Official Gazette of the Regional Government of Catalonia No. 7627 of May 25, 2018.

Bingo halls

In some Regions, authorizations to establish and operate bingo halls are only granted to charitable, cultural or sporting institutions and hotels. These institutions usually enter into operating agreements with gaming companies that actually manage the bingo halls. In other Regions, an authorization may be awarded either to such institutions or directly to a gaming company which intends to establish and operate a bingo hall. In either case, a company or other entity intending to establish and operate a bingo hall must satisfy several requirements in order to obtain the relevant authorization. In the case of companies, amongst other requirements, they must have valid corporate status under Spanish law in order to be authorized to establish and operate a bingo hall. Such companies also must have a fully subscribed and paid in share capital in an amount that varies depending on the Region. In addition, the shareholders of record and directors of a bingo company must not have been convicted of a criminal offense. Furthermore, in some Regions (for example, in Andalusia, La Rioja, the Balearic Islands and Catalonia) neither an individual nor a legal entity is permitted to be a shareholder in more than a certain limited number of bingo hall companies. Other shareholding restrictions are imposed on directors of bingo hall companies in some Regions (for example, in La Rioja neither an individual nor a legal entity may have a majority shareholding in the capital or hold management positions in more than three companies operating bingo halls, gaming halls or slot machines in such Region). Additionally, in other Regions, such as in Catalonia, a company is not allowed to hold more than a certain limited number of bingo halls within the Region. In some Regions, the government has limited the total number of bingo halls to be authorized in the Region (in Ceuta, for example, the total number of bingo halls is limited to 1 every 30,000 people).

In addition to being registered with the relevant regional registry, a company or other entity is required to obtain two authorizations from the relevant Region in connection generally with the operation of bingo halls: first, authorization for the installation of the bingo hall premises and, second, authorization for the operation of the bingo hall. The requirements for obtaining authorization to install a bingo hall include proving the availability of a site, providing a guarantee to the relevant Region in order to assure compliance with regional regulations, and obtaining the relevant local permit to operate the bingo hall premises and the relevant local planning council's permission to build on the proposed site. The requirements for obtaining approval from the regional authority to operate a gaming hall include local authorization to open the gaming hall premises, filing certain documents with the regional authority, such as a list of employees, and

complying with an on-site inspection of the gaming hall premises. The authorization for operation of the gaming hall varies in duration from three to ten years depending on the Region, generally with automatic extensions for the same periods of time, on the terms established in the relevant regional laws and regulations. It is possible to transfer ownership interests in a bingo company, so long as the relevant Region is notified or, in some Regions, the Region approves the transfer. The transfer of the authorizations is possible in most of the Regions as long as the transferee qualifies to hold them and prior authorization is obtained from the Region. Generally, an authorization holder must obtain prior approval from the granting Region if it intends to deviate substantially from the terms and conditions under which it was granted the authorization to install a gaming hall or the authorization to operate the gaming hall were granted. Non-material deviations require only notification to the relevant regional authority. A sanctioning regime exists in each Region in the event of breach or infringement of the applicable bingo laws and regulations. Additionally, authorizations may be revoked if the respective holder does not comply with the relevant laws and regulations.

Bingo halls are subject to a number of regulations relating to types of bingo games, location, size and opening hours of the bingo hall, the activities at the bingo hall and the activities of employees. The required traditional bingo card price ranges from €1.5 to €10. Generally, there is a required minimum pay-out from 63% to 75%, depending on the Region in which we operate, of the amount wagered by the bingo players on bingo cards in most Regions. In addition, the majority of the Regions have passed regulations concerning electronic bingo. These regulations establish the requirements for electronic bingo manufacturers including, among others, the obligation to be registered at the relevant regional registry and the obligation to obtain approval for the electronic bingo systems.

Bingo halls are required to pay gaming taxes on a quarterly basis to the Region in which they are located. These taxes are based on the actual value of the bingo cards and not on any discounted price at which bingo cards may be sold to customers.

Generally, a limited number of amusement-with-prize slot machines may be operated in or adjacent to the bingo halls. Casino-type slot machines and other gaming activities (other than betting activities) are not permitted in bingo halls but only within casinos. Although the exact number varies by Region, generally, the number of amusement-with-prize slot machines permitted in a bingo hall depends on the number of seats in or the surface of the bingo hall. Bingo companies are typically able to obtain the necessary authorizations to operate the stipulated number of amusement-with-prize slot machines.

In some Regions interconnected versions of bingo are operated. For example, in Catalonia, four times each evening, players in approximately 30 participating bingo halls play bingo against one another. Some Regions also allow interconnected versions of bingo between Regions.

A national anti-smoking law came into force in Spain in 2006. The law has been implemented by each of the Regions, and the terms of such implementation vary among Regions. As of January 2, 2011, a strict new anti-smoking law took effect throughout Spain that bans smoking in many types of establishments, including bars, restaurants and casinos.

Arcades and Gaming Halls

In Spain, regional laws and regulations stipulate the requirements for operating slot machine arcades and gaming halls. While there are minor differences between the regional laws and regulations, the main obligations for arcades and gaming hall operators may be summarized as follows: (i) to be registered at the relevant regional registry as gaming hall operators, stating the slot machine type that they intend to manage and operate at the arcades and gaming halls; (ii) to obtain a specific authorization; (iii) to provide a guarantee securing compliance with regulatory requirements, the amount of which will depend on the regional regulation; (iv) to obtain the relevant operating licenses awarded by the municipality; (v) to communicate to the regional gaming authority any change in the information supplied to the regional authority for the purposes of registration (in some cases, such as license transfers or share purchases, the modification of such information may require prior approval by the regions); and (vi) in some regions (such as Castilla-La Mancha and Comunitat Valenciana), to furnish annual or monthly reporting of certain information to update the registry.

A sanctioning regime is provided for in each Region in the event of a breach or infringement of the applicable gaming hall and arcades laws and regulations.

Betting activities

All Regions in Spain have passed regulations on betting activities. Some Regions regulate bets in general, while others (such as Aragon) have a specific regulation on sports bets. Bets are generally defined as the activity in which the player risks an amount of money on an event previously determined that has an uncertain outcome and cannot be controlled by the player. In general, there are two types of bets, which are live bets (to be performed before the end of the event on which the bet is made) and bets on the result (to be performed before the start of the event). To operate as a bet organizer, regional regulations generally require the registration of the operator, and in some Regions an authorization from the

regional administration. In addition, the operator is required to deposit a guarantee of an amount that varies depending on the Region.

Online Gaming

Spanish State Law 13/2011, adopted May 27, 2011 on gaming (*Ley 13/2011, de 27 de mayo, de Regulación del Juego*) (the “Gaming Act”) is the primary legislation governing the national gaming sector in Spain and provides a framework for the management and conduct of gaming activities on a national level, in particular for those gaming activities conducted by means of electronic communication, including, among others, the internet, television, telephone, interactive systems and software tools where physical presence of players is ancillary (in contrast to traditional gaming activities played in person).

The Gaming Act aims, among other things, to encourage a varied and duly dimensioned gaming market in Spain, which allows for third parties to provide State-wide games (other than lottery) by means of electronic communication, subject to State control in order to protect the different interests involved and preserve public order. With respect to non-occasional lottery games, the Gaming Act designates the National Lottery Operator (*Sociedad Estatal de Loterías y Apuestas del Estado*) and the National Organization of the Blind (*Organización Nacional de Ciegos Españoles*) as the only operators authorized to operate such games on a national basis in Spain. The Gaming Act has been implemented with the approval of different regulations, including, amongst others, those related to licensing by Royal Decree 1614/2011 of November 14, which develops the Gaming Act with respect to licenses, authorizations and gaming registers (*Real Decreto 1614/2011, de 14 de noviembre, por el que se desarrolla la Ley 13/2011, de 27 de mayo, de regulación del juego, en lo relativo a licencias, autorizaciones y registros del juego*), the technical aspects of gaming activities by Royal Decree 1613/2011 of November 14, which develops the Gaming Act with regard to the technical requirements of gaming activities (*Real Decreto 1613/2011, de 14 de noviembre, por el que se desarrolla la Ley 13/2011, de 27 de mayo, de regulación del juego, en lo relativo a los requisitos técnicos de las actividades de juego*) and those Ministerial Orders governing various types of games (including, among others, horse betting, sports betting, poker, blackjack, bingo, roulette, slot machines and crossed betting). On February 27, 2018, the Spanish government carried out a public consultation about the suitability of modifying the Ministerial Orders regulating the different types of online games in Spain. Although the public consultation was closed in March 2018, the Ministerial Orders regulating the different types of games have not been modified to date. Non-regulated games are prohibited.

The purpose of the Gaming Act is to govern gaming activities carried out on a national basis in order to preserve public order, combat fraud, prevent addiction, protect the rights of minors and safeguard the rights of participants in gaming activities. The Gaming Act also regulates advertising, sponsorship and promotion activities relating to gaming. The Gaming Act additionally sets forth (i) the legal definition for certain games; (ii) the primary factors to be taken into account by the Spanish authorities when approving the regulations governing the types of games that may be provided; (iii) prohibited games; (iv) individuals prohibited from participating in games governed by the Gaming Act; (v) rules relating to consumer protection and on responsible gaming; (vi) the applicable licensing regime for state-wide gaming activities conducted by means of electronic communication; (vii) the authorization regime for lottery games; (viii) monitoring measures applicable to operators and participants; (ix) standardization of gaming technical systems; (x) sanctioning and tax regimes; and (xi) the entities that are authorized to operate non-occasional lottery games in Spain.

Anyone seeking to provide gaming activities on a regular basis must obtain a general license for the relevant category of game identified by the Gaming Act. These licenses are awarded by means of a public tender. After obtaining the general license, the operation of each of the games within the scope of a general license is subject to the grant of a specific license. Likewise, the provision of gaming activities on a non-regular basis requires prior authorization.

General licenses may be granted for a ten-year period with the possibility for renewal for a subsequent ten-year period, except in those cases where the number of general licenses awarded was limited and certain conditions set forth in the Gaming Act occur that justify the need to call for a new public tender after the initial term has elapsed (e.g. the existence of a third party interested in obtaining a license). Specific licenses will be granted for a term of between one and five years, with the possibility of being renewed for subsequent terms of the same period. The regulation of each type of game establishes the term of the relevant specific license and the conditions for renewal. General and specific licenses also require the holders of the licenses to grant guarantees to secure compliance with the Gaming Act and its implementing regulations.

Holders of general licenses are typically required to grant a guarantee of €1.0 million. Instead, holders of general licenses who are only entitled to organize and operate contests are required to grant a guarantee of €250,000. Holders of specific licenses shall grant an additional guarantee, besides the guarantee concerning the general license, the amount of which is set on a case-by-case basis by the Spanish Gaming Authority with the limits established for each type of game in its specific regulations.

If a holder of a license intends to engage in advertising and promotional activities related to the license, the holder must obtain prior authorization to do so. The conditions and limits regarding advertising of gaming activities have been developed through RD 958/2020 (as detailed below).

Pursuant to RD 958/2020, advertising of gaming activities is subject to special restrictions, limitations and prohibitions and gaming operators are obliged to adopt prevention, awareness-raising and intervention mechanisms to control the adverse effects of gaming on its consumers. Among others, the main restrictions, limitations and prohibitions that have been set by RD 958/2020 are: (i) the sponsorship limitation, specially focused on sport-related activities or events; (ii) the general prohibition of public figures participating in advertising of gaming activities; (iii) the general ban on customer engagement promotions; and (iv) the restriction of gaming advertising focused or related to minors throughout media, internet and social networks. Furthermore, among the prevention, awareness raising and intervention mechanisms aforementioned, gaming operators that carry on gaming-related advertising activities are required to establish on their websites and mobile applications, information links to, among other things, public portals on safe gaming (*juego seguro*) and responsible gaming (*juego responsable*), set up a telephone customer service hotline providing assistance in relation to safe gambling and establish protocols (which will be notified yearly to the gaming authority prior to January 31 every year) to detect risky behavior patterns of its users, based on its activity, and the volume, frequency or variability of its investments or cash deposits. Further regulatory development of RD 958/2020, specially related to control the adverse effects of gaming among minors and the prevention, awareness-raising and intervention mechanisms to control the adverse effects of gaming on its consumers is yet to be approved.

Each region has passed, or will pass in the future, similar regulations as RD 958/2020 that will be applicable in the region (for example, Cantabria). These regulations will enforce similar obligations such as those mentioned above in order to control the adverse effects of gaming, specifically on minors. A more severe sanctioning regime may be applicable in relation to these new regional regulations and new scenarios are expected to be included in these regulations, whereby an operating authorization may be revoked if the relevant regional authority determines that an operator has not complied with applicable gaming laws and regulations.

On March 15, 2023, Royal Decree 176/2023 regulating the development of safer gaming environments was published. RD 176/2023 consolidates the enforceability and material scope of the currently applicable framework and entails new obligations for operators, in the matter of “Responsible Gambling”, which was regulated by Law 13/2011 and developed by means of the aforementioned RD 958/2020. RD 176/2023 establishes new categorizations of participants based on their gambling habits, and defines certain categories of “privileged clientele (VIP player)”, “participants with intensive gambling behaviors,” “vulnerable participants or risk groups” and “young participants.” Operators are required to apply different responsible gaming measures depending on the category in which each participant falls. Royal Decree 176/2023 will have general applicability from September 15, 2023 (although many of its articles will not be applicable until March 15, 2024).

The primary obligations of holders of general and specific licenses include the following (among others): comply with the terms and conditions set forth in the license documents; record the relevant data the Register of Persons Associated to Gaming Operators (*Registro de Personas Vinculadas a Operadores de Juego*) and other records identified in the Gaming Act; comply with anti-money laundering and data protection laws and regulations; establish the relevant measures to prevent minors, disabled people and other people for whom gaming is prohibited pursuant to the Gaming Act to accessing gaming activities; adopt consumer protection policies; have their gaming technical systems duly standardized by the Spanish Gaming Authority; and, have a contract with users in accordance with the terms of the applicable laws and regulations.

Pursuant to the Gaming Act and its implementing regulations, gaming licenses shall be terminated for the following reasons (among others): (a) not obtaining a favorable standardization report by the Spanish Gaming Authority in order to convert the provisional licenses into final licenses; (b) at the specific written request of the holder of the license; (c) termination of its term (including renewals where applicable); or, (d) upon a decision issued by the Spanish Gaming Authority recognizing the occurrence of one of the following causes of termination (among others): (i) the discontinuation of all or any of the conditions whereby it was issued; (ii) death or incapacity of the individual or entity holding the permit, dissolution or extinction of the company holding the license or permit, or discontinuation of the activity for which the licenses were issued or a lack of activity for at least one year, in the case of licenses; (iii) declaration of bankruptcy or declaration of insolvency in any other proceeding; (iv) imposition as a sanction under the corresponding disciplinary proceeding; (v) non-performance of the basic conditions of the permit or license; (vi) assignment or transfer of the license through merger, split, or share of a business branch without prior authorization; or (vii) holding a license obtained under false pretenses or alteration of the conditions whereby it was granted, prior hearing of the license holder, where applicable. In those cases where the cause for termination can be cured, the Spanish Gaming Authority, may ask the holder of the license to cure it within a one-month term. Should the cause of the termination be cured within the term provided, the procedure to terminate the license will be ended. Otherwise, the license will be eventually declared terminated.

On June 1, 2012, two general licenses, allowing for the exploitation of betting activities and other games (as defined in the Gaming Act), and specific licenses allowing for the exploitation of poker, roulette, sports fixed odds betting, blackjack and “*punto y banca*,” were granted to Cirsa Digital, S.A.U. (currently, Sportium Apuestas Digital, S.A.) by the Spanish Gaming Authority, and duly registered in the General Gaming Registry on June 14, 2012. In addition, the Company was later granted specific licenses in connection with slot machines, horse fixed odds betting and other fixed odds betting. These licenses were recently extended by the Spanish Gaming Authority and also include the authorization to engage in advertising and promotional activities related to such games.

The general licenses granted to Cirsa Digital, S.A.U. were conditioned upon the Spanish Gaming Authority’s final and favorable certification of the technical gaming systems. On April 4, 2013 the Spanish Gaming Authority approved the technical gaming systems of Cirsa Digital, for a period of ten years (until April 4, 2023), which was extended on January 23, 2023 for a further period of ten years (until January 23, 2033). This final certification verified the game systems’ compliance with the technical requirements needed for the performance of gaming activities in Spain or directed at Spanish participants or Spanish users’ registries. The certification extends to the components, hardware and software included in the Final Technical Report filed by Cirsa Gaming. The Spanish Gaming Authority resolution certifying the systems also rendered these formerly provisional licenses final.

The most recent public tender for the granting of general licenses for the organization and operation of gaming activities subject to the Gaming Act was called by Resolution HFP/1227/2017, of December 5, 2017, which approves the tender rules and establishes a one year term for the submission of applications. Accordingly, applications could be submitted until December 17, 2018 at 1.00 pm. According to the tender rules, the results of the tender will be notified to the applicant and published at the Spanish Gaming Authority’s website within six months following the submission of the relevant application (following this tender, the granting of several general and singular licenses to several gaming operators has been published at the Spanish Gaming Authority’s website between May and July of 2019). The most recent public tender for the granting of specific licenses was called by Resolution of December 1, 2017. According to specification 8 of Resolution HFP/1227/2017, entities which do not hold a general license but have applied for one, can simultaneously apply for singular licenses for the specific games included in the scope of application of the requested general license. In this case, the granting of the specific license shall be subject to the granting of the general license.

The authorization and organization of games, raffles, contests, bets games and other gaming activities provided on a national basis in Spain are subject to the gaming tax established under the Gaming Act. In general terms, the gaming tax applies fixed tax rates ranging from 10.0% to 22.0%, depending on the gaming activity, to the relevant game’s gross revenue (in case of mutual bets, raffles and contests) or the relevant game’s net revenue (in case of bets with consideration or other games). The 2018 General Budget standardized the tax rate for bet games at 20%. This new regulation was passed on July 3, 2018 and entered into force on July 5, 2018, but was effective as of July 1, 2018.

In addition to the gaming tax, the Gaming Act also establishes a gaming duty, which seeks to cover costs of regulatory activities of the gaming authority over the gaming activities undertaken by gaming operators. As a general rule, such gaming duty is equal to 0.075% of the gross revenue of the relevant game and is paid on December 31 of each year. The Gaming Act establishes that the General Budget Act for the relevant year may set the percentage of gaming duty for that year. No relevant changes for gaming operators have been introduced to this gaming duty of 0.075% for 2023.

The Ministry of Consumer Affairs (*Ministerio de Consumo*), through the Spanish Gaming Authority, regulates and oversees gaming activities in Spain. It has assumed the powers to oversee the proper functioning of the gaming sector and safeguard the effective availability and provision of competitive gaming services for the benefit of users. Its main goal is to authorize, supervise, monitor and sanction, as the case may be, the development, conduct and marketing of games and other gaming activities. It safeguards integrity, safety, reliability and transparency of gaming operations, as well as compliance with gaming legislation and with the conditions established for the conduct of games.

The Regions, within the scope of their respective territories, also have the power to regulate gaming activities conducted by means of electronic communication, including, among others, the internet, television, telephone, interactive systems and software tools where physical presence of players is ancillary (in contrast to traditional gaming activities played in person), as long as they do not encroach on the powers reserved to the State by the Spanish Constitution, in the terms construed by the Spanish Constitutional Court. The Regions also have their own gaming authority, regulating, supervising and controlling gaming activities carried out within their respective territories.

Certain Regions have already approved laws and regulations governing the provision of gaming activities by means of electronic communication (including Madrid, Extremadura, Aragón, Asturias, Illes Balears, Cantabria, La Rioja, Murcia, Valencia and Navarra). Further, the Royal Decree 958/2020 which regulates the commercial communications for gambling activities in the online gaming was approved in November 2020. The Royal Decree imposes strict limitations on gambling advertising in order to protect public order and social interest.

Panama

The Gaming Control Board, a department of the Economy and Finance Ministry, regulates the gaming industry in Panama. The Gaming Control Board may authorize private parties to operate gaming activities through the execution of administrative licensing contracts under which the Gaming Control Board retains supervision. The Gaming Control Board may also conduct public tenders. The Directors of the Gaming Control Board, chaired by the Minister for Economy and Finance, is the primary decision making body of the Gaming Control Board. The Games Department of the Gaming Control Board is responsible for the supervision and administration of casinos, amusement-only slot machine halls (amusement-only slot machines are broadly defined by relevant regulations in Panama as slot machines that are activated by coins, tokens or paper money in which the results of the game are randomly determined), gaming halls, betting agencies and similar gaming activities in Panama.

In February 1998, slot machines (broadly defined by Panamanian regulations as slot machines that register credits on a ticket, or by comparable means, as a measure of prizes or money won by the user which are redeemed) were re-classified as amusement-only slot machines and the respective authorizations for the operation of such slot machines, as granted by the Gaming Control Board, were declared valid for 20 years from their respective authorization dates. Each company that had been authorized by the Gaming Control Board to conduct gaming operations prior to February 1998 was permitted to only operate the number of slot machines authorized by the Gaming Control Board.

In addition, there are regulations regarding new slot machine licenses that can be issued outside of a designated area only. Such designated area is defined in the Law Decree No. 2 dated February 10, 1998. As of September 30, 2023, we owned a total of 36 Type A licenses in Panama, although only 32 of these licenses are being operated. Further, we operate one traditional casino in Panama. During the second half of 2009, there were a number of legislative changes and regulatory developments in the gaming industry in Panama, which (as described herein) led to changes in the ownership and operating structure of our electronic casinos business and increased gaming tax rates.

Electronic Casinos

We have a total of 36 licenses to operate electronic casinos in Panama. Our principal subsidiary in Panama is Gaming & Services de Panama S.A. (“*Gaming & Services*”), in which we hold a 100% ownership interest, which holds 32 licenses to operate electronic casinos in Panama as of September 30, 2023 (but one license is currently not operational). The remaining four licenses are owned and operated by the following Cirsa Gaming subsidiaries: (i) Inversiones Vertiigo, S.A. (70% owned by Cirsa Gaming) holds one license to operate electronic casinos in Panama, but such license is not in operation as of September 30, 2023; and (ii) Inversiones Pasocanoas, S.A. (70% owned by Cirsa Gaming) holds three licenses to operate electronic casinos in Panama, but only one license is being operated as of September 30, 2023.

As of September 30, 2023, Gaming & Services directly operated 27 of the 31 operational electronic casinos in Panama. The remaining four electronic casinos owned by Gaming & Services were operated by the following Cirsa Gaming subsidiaries: (i) Ancon Entertainment, Inc. (50.1% owned by the Group) operated two electronic casinos in accordance with two operation agreements with Gaming & Services; (ii) Inversiones Interactivas, S.A. (70% owned by Orbis Development, S.A., a wholly owned subsidiary of Cirsa Gaming) operated one electronic casino in accordance with an operation agreement with Gaming & Services; and (iii) Inversiones Pañanitas, S.A. (70% owned by a wholly owned subsidiary of Cirsa Gaming) holds one license to operate one electronic casino in accordance with an operation agreement with Gaming & Services.

During 2009, we had negotiations with the government of Panama and the Gaming Control Board with respect to certain of our electronic casinos and the Panamanian government adopted a law that included provisions relating to the gaming industry in Panama. As a consequence of the foregoing and subsequent agreements around such time between Cirsa Gaming and the Gaming Control Board, we restructured our ownership interest and electronic casino license arrangements. In sum, we increased our ownership interest in Gaming & Services from 70.9% to 100%, Gaming & Services obtained the right to hold licenses for 12 new electronic casinos, in addition to the 14 licenses granted in 1998, and we paid a total of \$18 million over a four-year period (ending in 2012) to the Panamanian government in respect of “Key Money” payments for electronic casino licenses and additional payments.

In 2013 we renewed our electronic casino licenses in Panama, extending the expiration date of the licenses to 2038 for 26 of the licenses for a total cost of \$13.0 million (which amount has been fully paid).

In November 2023, Cirsa International Business Corp. acquired 60% of the shares of Corporación Turística David, S.A., which has a concession agreement to operate three licenses for electronic casinos in Panama. However, these licenses are not currently being operated.

Traditional Casinos

We have a 50% interest in *Majestic Casino*, a traditional casino located in the *Multicentro* complex in Panama City. In 2003, our subsidiary, Gaming & Services, and Luna Brillante S.A., which holds an ownership interest in the group that owns Hotel Decapolis and shopping mall *Multicentro*, entered into a joint venture and formed Majestic 507 Corporation, S.A. (formerly, Multicasino S.A.) for purposes of operating a casino in *Multicentro*. Hotel Decapolis was issued a license by the Gaming Control Board permitting it to operate a casino in the *Multicentro* shopping mall located adjacent to the hotel for 20 years.

Taxation

According to the first paragraph of Article 11 of Law 28 of 2012, which modified Article 61 of Law 2 of 1998, the tax rate for type A slot machines in electronic casinos and traditional casinos is 18% on the gross monthly income and the tax rate for the gaming tables in traditional casinos is 12% on the gross monthly income. However, pursuant to a judgment of the Supreme Court of Panama of February 9, 2017, this first paragraph of Article 11 of Law 28 of 2012 was declared unconstitutional. The judgment declaring the unconstitutionality of Article 11 of Law 28 of 2012 was published in the Official Gazette No. 28515-A of April 30, 2018. The declaration of unconstitutionality has been effective since April 30, 2019.

On May 4, 2015, the Panamanian government passed *Ley 27 de 2015* which established a 5.5% Selective Excise Tax on amounts “cashed out” in gaming activities (which became effective on June 23, 2015). This tax replaced the 7% Selective Excise Tax applicable to gaming prizes higher than \$300. Before the adoption of the 5.5% Selective Excise Tax, gaming prizes below \$300 were exempt from the excise tax.

Republic of Colombia

Gaming activity is a monopoly of the Colombian state and may only be conducted by entering into an agreement with *Empresa Industrial y Comercial del Estado Administradora del Monopolio Rentístico de los Juegos de Suerte y Azar* (“COLJUEGOS”), a public entity created by Decree 4142 of 2011, which is responsible for the administration, operation and regulation of the national gaming sector. COLJUEGOS commenced operations on April 17, 2012 and replaced *Empresa Territorial para La Salud—ETESA en Liquidación* (“ETESA”), which was liquidated by Decrees 175 of 2010, 4816 of 2010 and 4961 of 2011 and 873 of 2012 issued by the Colombian government. It was also determined by Decree 4142 of 2011, that all existing enforceable contracts and agreements entered into by ETESA (including the concession agreements that we entered into with ETESA) would continue with COLJUEGOS under the same terms and conditions.

The Colombian gaming market is highly regulated, and operators are required to: (i) prove legal possession of the equipment and components used for the operation of the games; (ii) obtain a previous validation or zoning certification from municipal authorities, indicating that the land on which casinos or slot machines will be located can legally be used for gaming operations; (iii) obtain an authorization to operate casinos or slot machines from COLJUEGOS through concession agreements; and (iv) once the competent authority grants the necessary certifications as required execute a concession agreement with COLJUEGOS in order to operate casinos and/or slot machines. Applicable law requires that the term of the concession agreements for the operation of casinos and slot machines may not be less than three years or more than five years. Winner Group currently has a concession agreement that is valid until January 2027.

As of January 1, 2012, the National Taxes and Customs Authority, the *Dirección de Impuestos y Aduanas Nacionales de Colombia*, was responsible for the collection of gaming taxes and administrative duties payable by gaming operators but COLJUEGOS has assumed this function since it entered into operation. Gaming taxes are levied for the fiscal year 2024 as follows: (i) operation of slot machines have a rate of 12% over the gross income minus prize payments; and (ii) gaming tables have a fixed monthly tax of COP \$5,200,000 for each of the casino tables (for example, blackjack, poker, baccarat, craps and roulette), the equivalent of approximately US\$1,324 (using an exchange rate of COP \$3,927 per U.S. dollar). In addition to the above, administrative fees are collected at 1% over gambling taxes. Since November 2016, it has been mandatory to connect all slot machines to the gaming authority’s central online system for purposes of monitoring gross revenues.

Finally, pursuant to article 240 of the Colombian Tax Code, the corporate income tax applicable for fiscal year 2023 and onwards is 35%.

Mexico

The Mexican government is divided into three levels of government: federal, state and municipal. The gaming industry in Mexico is regulated at a federal level by the Federal Law on Gaming and Lotteries (enacted in 1947) and the Federal Regulations on Gaming and Lotteries (enacted in 2004). Pursuant to the provisions of such law and regulations, all

forms of gambling are prohibited unless expressly permitted; only lotteries and diverse modalities of the permitted games are allowed to exist and are legally regulated.

The Mexican gaming legal framework was significantly strengthened as a result of the enactment of the Federal Regulations on Gaming and Lotteries (2004), by (i) expressly ratifying existing permits, including the terms pursuant to which they should be governed, (ii) outlining the process to obtain new permits, (iii) defining where gaming facilities may be located, (iv) recognizing the role of operators as providers of gaming services to gaming permit holders, (v) authorizing limited forms of advertising and (vi) recognizing electronic modalities of permitted bingo games that are likewise allowed under existing permits, among others. However, on November 16, 2023, the Mexican government amended the Federal Regulations on Gaming and Lotteries by prohibiting betting activities through slot machines, playing cards, dices and roulettes in Mexico. Pursuant to the amendments to the Mexican gaming regulations, gaming operators with gaming permits currently in force may continue operating during the term of their respective permits or 15 years (if the term of the permit exceeds 15 years), but will not be eligible to renew their gaming permits beyond such period. Such amendment is currently under dispute before the Mexican courts. See “*Business—Litigation—Challenge over gaming regulation amendments in Mexico.*”

The federal authority responsible for issuing gaming permits, regulating gaming activities, inspecting gaming facilities and imposing sanctions in connection therewith is the Ministry of Interior (*Secretaría de Gobernación* or “*SEGOB*”).

A permit issued by the Ministry of Interior is required for the installation and operation of gaming facilities. The issuance of permits is subject to the fulfillment of certain requirements, among which, for example, is obtaining a favorable opinion of the state, municipal or delegation authority of the place in which the premises subject of the permit will be located.

Permit holders must comply with certain obligations, including but not limited to, the following: (i) obtain an authorization to re-locate the gaming premises, (ii) deliver quarterly and annual financial statements as well as insurance policies covering permitted activities, within established deadlines, (iii) provide monthly reports on income and payment of government fees, (iv) obtain a bond to guarantee payment of unpaid prizes and (v) notify the Ministry of Interior of any transfer of shares or any change in the shareholders’ structure. Failure to comply with such obligations or the ones specifically set forth in gaming permits may result in the imposition of fines, the revocation of gaming permits and/or closure of gaming facilities.

Permits for the installation and operation of sport book halls and gaming halls that include bingo and sports betting activities will be issued with a maximum validity of 15 years and may be extended for up to 15 additional years, *provided* that the permit holder complies with the corresponding permit’s terms and conditions and with its obligations under the Federal Law on Gaming and Lotteries and its Regulations.

Gaming premises are also subject to compliance with administrative law obligations in accordance with applicable state and municipal laws. Each of the 32 states of Mexico, has their own laws and regulations concerning matters that fall under their jurisdiction and therefore administrative law requirements may differ from place to place.

As a general rule, a land use or zoning certificate, opinion, license or authorization issued by the municipal authority, an operational license issued by the municipal authority and a civil protection authorization issued by the local civil protection authority are required prior to and for the operation of gaming premises.

On-line Gaming

Although online betting and gaming operations are not expressly regulated in Mexico, such operations are in practice treated as remote betting centers and governed by general principles of Mexican law. Further, the Federal Regulations on Gaming and Lotteries regulates remote betting centers which are centers that are legally authorized to capture bets placed through the internet, telephone or electronic means but still require a physical establishment. In administrative practice, it has been interpreted that a company that is authorized to operate remote betting centers is permitted to collect bets placed through the internet, telephone or electronic means, regardless of whether it has a physical establishment. Therefore, a company that is authorized to operate remote betting centers can make use of a website or application to develop and run betting operations through the internet. Our Mexican subsidiary PRINGSA has held a permit to operate remote betting centers in Mexico since May 17, 2005 and has been authorized to operate the online betting site www.ganabet.mx, i.e., GanaBet, as a licensee (with Operadora General de Entretenimiento, S.A. de C.V. as operator) since December 8, 2022. From October 1, 2023, PRINGSA changed the domain name of the online betting site to www.sportumbet.mx, operating under the same conditions granted to GanaBet. Additionally, PRINGSA was authorized to operate the online betting site www.casinolife.com.mx as sole licensee since March 18, 2022, but such betting site is not currently operating.

Italy

We primarily operate in the Italian slot machines and VLT markets. As of September 30, 2023, we wholly owned five gaming halls in Italy.

The Competent Authority

The Italian gaming regulatory authority is the *Agenzia delle Dogane e dei Monopoli* which, pursuant to Law Decree No. 95 of July 6, 2012, has replaced the *Amministrazione Autonoma dei Monopoli di Stato* as the gaming competent authority starting from December 1, 2012 (for ease of reference both defined as the “ADM”).

In Italy, public games, such as games and betting are regulated by numerous legislative provisions, as well as decrees enacted by the director of the ADM, all of which have stratified over the years.

Pursuant to Legislative Decree No. 496 of April 14, 1948, the regulation of public gaming in Italy (such as games and betting) is reserved to the state. Furthermore, the ADM has the power to grant concessions to private gaming operators, selected through public tender process, and has controlling powers over gaming activities.

The ADM regulates, among others, (i) the specific games and bets which may be offered in the Italian gaming market and, when not already provided by law, (ii) the minimum and maximum bets that may be accepted by operators, (iii) the pay-out ratio of winnings, (iv) the compensation of concessionaires and (v) the number and location of points of sale.

General conditions to carry out gaming and betting activities in Italy

Under Italian law, in order to carry out gaming and betting activities, it is mandatory for operators to obtain the following:

- (i) a concession awarded by the ADM in compliance with European Union and Italian national public procurement rules; and
- (ii) a license (or Certified communication of commencement of activity – *segnalazione certificata di inizio attività* “SCIA” to the extent that a license has been previously issued) to run the betting, gaming machines and bingo activities for each single point of sale, under Article 86 Royal Decree No. 773 of June, 18, 1931 (“*Consolidated Law on Public Security*”—*Testo Unico di Pubblica Sicurezza* “TULPS”).

Additional permits (such as authorizations and clearance – *nulla osta*) may be required according to specific legal provisions and the ADM regulations.

The concessionaires selected by public tender and the ADM enter into a concession agreement, the terms of which are set by the ADM and cannot be negotiated. The concession agreement regulates, among other things, the permitted activities under the concession, the concessionaire’s obligations towards the ADM, the duration of the concession and the concession fee, the conditions for the assignment of the concession to third parties, the testing of the technical equipment necessary to carry out the gaming activity that is covered by the concession, the form and the amount of guarantees to be granted by the concessionaire in favor of the ADM, the conditions for revocation or early termination of the concession by the ADM and the penalties for failure of the concessionaire to comply with its obligations under the concession agreement.

The license is granted with respect to each sales point, is personal and subject to revocation or suspension in cases of violations committed by the authorized person. Persons who have a criminal record or who are unable to demonstrate that they meet the moral and professional requirements cannot obtain a license.

Additionally, licenses can be revoked if the authorized person subsequently fails to satisfy the application criteria. Carrying out gaming activities without fulfilling the relevant licensing requirements is a criminal offense.

Article 1, paragraph 77 of the 2011 Stability Law (Law No. 220 of December 13, 2010) provides that the Ministry of Economy and Finance (*Ministro dell’Economia e delle Finanze* “MEF”) and the ADM shall keep the standard scheme of concession updated. In particular, the decree MEF prot. No. 2011/1845/Strategies/UD of June 28, 2011, sets out objective requirements for the concessionaires and subjective requirements for the directors, the president and the representatives of the concessionaires.

ADM Decree No. 31857 of September 9, 2011, requires VLT and slot machine operators, including operators who already have contractual relations in the slot machines and/or VLT fields, to meet certain conditions and to register on a special list. Only the entities on such list are authorized to operate VLTs and/or slot machines. In accordance with the

abovementioned decree, the applicant must hold (i) a license referring to the gaming machines as provided by Royal Decree No. 773 of June 18, 1931 (as subsequently integrated and amended), valid for the registration period; (ii) an anti-mafia certificate in compliance with Law No. 575 of May 31, 1975; and, (iii) a deposit receipt of €150. In addition, the applicant must inform if it holds any other licenses issued by the ADM. The decree also establishes certain rules governing any violations of law by the applicant.

Slot Machines

The regulation of slot machines in Italy is principally governed by Royal Decree No. 773 of June 18, 1931, and its subsequent amendments. The Italian slot machines market is highly regulated.

The Italian regulatory regime authorizes, *inter alia*, machines that award a cash prize based on a player's skill or otherwise provide entertainment value. The Italian regulatory framework also regulates the duration of a game, the price per game and the type and amount or value of prize that can be awarded for each game.

Pursuant to Article 86, paragraph 3 of the Royal Decree No. 773 of June 18, 1931, a governmental authorization is required for either the manufacture or import of each individual slot machine, and for its installation and operation in a specific location. The Italian regulator must also be notified in the event that a slot machine is relocated, transferred or scrapped.

The Italian slot machine regulatory regime changed after the enactment of Italian Budget Law No. 289 of December 27, 2002, pursuant to which only interlinked slot machines would be permitted to operate in Italy after October 31, 2004. This requirement of interlinking allows regulatory authorities to monitor slot operators for regulatory and tax purposes. ADM is responsible for regulation and oversight of the interlinked slot machine system.

The ADM has awarded a series of concessions, each for the term of nine years, to slot machine companies to act as network system operators for slot machines in Italy.

In August 2011, the ADM called a tender for the award of new concessions to act as a network system operator for, *inter alia*, slot machines and VLTs. On December 23, 2011, Cirsa Italia was awarded a new provisional concession to act as a network system operator for, *inter alia*, slot machines. In March 2013, the provisional concession once again became permanent following Cirsa Italia's demonstration of continuing compliance with the technical and economic requirements to act as network system operator and our completion of all necessary ancillary requirements. The current concession expires on December 31, 2024.

Under the concessions, operators can operate their own slot machines and also offer interconnection to third parties (operators that were not granted a concession) for a specified fee. The terms of the grant of the initial concessions to Cirsa Italia and a number of other operators established certain targets for the interconnection of slot machines by a specified date. While Cirsa Italia (and the other operators) did not achieve such targets by such date, Cirsa Italia has since achieved such targets and we believe Cirsa Italia is in material compliance with the terms of the concession. Network operators are responsible for installing the network, conducting all activities directly or indirectly related to the management and operation of the network, and paying the so-called PREU tax (*Prelievo Erariale Unico*) levied on slot machine operations. Subject to certain conditions, a network operator can also charge to third parties that it interconnects to its network a fee of not higher than 3% of the revenues per machine. These concessions also include the service standards to be met by the operators.

Video Lottery Terminals

VLTs, which are lottery machines connected with a central system that generates a winning series of numbers, are regulated by Law No. 77, dated June 24, 2009. Players who play on VLTs have a chance of winning of almost 85% (Article 12, paragraph 1, letter (l) of the Law Decree No. 39 of April 28, 2009, converted, with amendments, into the Law No. 77 of June 24, 2009).

Law Decree No. 78 dated July 1, 2009 (converted into Law No. 102 dated August 3, 2009) mandated the organization of a tender procedure for VLT network operators, as required by Article 14-bis, paragraph 4, of the Presidential Decree No. 640 of October 26, 1972. Law No. 102/2009 set out the rules for the concession award procedure, including that (i) ADM had to organize the award procedure for the concessions of the VLT network, (ii) the most economically efficient concession contractor had to be chosen, (iii) the duration of the concessions had to initially be nine years and could be renewed once (Article 21, paragraph 4, of Law Decree No. 78 dated July 1, 2009) and (iv) the ten existing network system operators of slot machines in Italy already authorized to operate VLTs could request an extension of their concessions to include the VLT network. Certain technical and economic requirements had to be met in order for the ten existing network system operators to be authorized to install VLTs and to act as network system operators for VLTs.

In 2013, following a series of procedural steps and after demonstrating compliance with technical and economic requirements, Cirsia Italia was granted a permanent concession to act as a network system operator for VLTs. The concession expires on December 31, 2024.

Gaming halls

As of September 30, 2023, we wholly owned five gaming halls in Italy. The operation of gaming halls has been permitted in Italy since 2000. In Italy, 20% of the face value of the bingo card is required to be paid to the Italian tax authorities and 3.8% is required to be paid to the ADM, however, since November 1, 2009, under a pilot scheme implemented by the ADM, such percentages are reduced respectively to 11%—payable to Italian tax authorities—and 1%—payable to the ADM. Regulations require that 70% of the face value of the bingo be dedicated to prize payments.

Ministerial Decree of November 21, 2000, implementing Article 16 of Law No. 133 of May 13, 1999, sets forth the model rules (the “*Convention*”) for gaming hall operators. By operating the gaming hall concessions, which the Ministry of Finance grants for six year periods, the concessionaires undertake (i) to comply with the law and the administrative authorizations concerning the use of the hall (failure to comply results in the revocation of the concession), (ii) to ensure appropriate light, ventilation, hygiene and decency in gaming halls, (iii) to test the gaming hall within 150 days from the notification of the award of the concession, (iv) to start the business within 15 days from testing the gaming hall and, before starting the business, to file a declaration of commencement of activities with the competent authorities, (v) to comply with the provisions of law, the Convention and Royal Decree No. 773/1931 (“*Consolidated text of the laws on public security*”), (vi) to keep the state of the hall and the equipment as required by ADM, which is responsible for the control and inspection of gaming halls in Italy, (vii) to keep the business open at least eleven months per year, six days per week and eight hours per day, (viii) to pay the personnel as required by the relevant collective agreements and to comply with the social security provisions, and (ix) to allow the ADM to conduct inspections of the hall. The transfer of a concession to operate a gaming hall is only permitted upon prior consent of ADM.

Bingo can only be organized in a hall that is specifically authorized for such purposes. The concessionaire is entitled to payment of a remuneration equal to the income (taxes and fees deducted). All the expenses in relation to the business, the hall and the relevant equipment shall be borne by the concessionaires.

Under certain circumstances, ADM can order the suspension of the concession, with immediate effect and for a maximum period of three months, in order to protect the public interest. The concession may be lost or revoked if (i) the concessionaire no longer complies with requirements set forth by applicable law, (ii) the business is not commenced within 15 days from the inspection of the gaming hall, (iii) the business is interrupted for reasons other than *force majeure*, (iv) material breaches of law occur, (v) precautionary measures or indictment are levied on the concessionaire or (vi) the business is transferred without obtaining the prior consent of ADM.

Pursuant to Article 1, paragraph 79 of Law No. 220 of December 13, 2010, the Convention introduced (i) penalties (ranging from €100 up to a maximum of €10,000, depending on the nature of the violation) for breach of the Convention and (ii) a requirement that the concessionaires have to take measures to protect players and to prevent pathological gambling.

The 2018 Italian Budget Law provided for the renewal of all of Italy’s 210 bingo concessions by means of a public tender process by September 30, 2018. The results of the public tender procedure will impact the nature and number of slot machines that bingo concessionaires will be able to operate at their gaming halls under their concessions. Until the concessions are renewed in accordance with the 2018 Italian Budget Law, the gaming halls are being operated under a “*prorogation regime*” (meaning that each concession is prorogated until the issuance of the new concession under the tender process). Under the prorogation regime, the concessionaires which already hold a concession and plan to participate in the tender process to renew such concession must pay a monthly fee amounting to €7,500 (for each month or fraction of month lasting more than 15 days) or to €3,500 (for each fraction of a month lasting less than 15 days) (Article 1, paragraph 636, letter (c)), of the Law No. 147 of December 27, 2013). We expect to take part in the aforementioned new tender process and, to this end, we are currently paying the monthly fees according to the relevant provisions of law.

The 2021 Italian Budget Law, due to the strain of COVID-19, extended the bingo concessions up to the new tender procedure, to be enacted by September 30, 2023 to award a series of concessions of gaming halls in Italy, each for a term of nine years. The Italian Budget Law 2023 (Law No. 197 of December 29, 2022) has further extended the termination of the bingo concessions up to December 31, 2024 in view of the launch of the new tender procedure.

According to Article 1, paragraph 636, of the Law No. 147 of December 27, 2013, the rules for the public tender process to award the gaming hall concessions include, but are not limited to, the following: (i) the concessionaires shall pay a fee amounting to at least €350,000 for the award of each concession, (ii) the concession shall be for a non-renewable period of nine years, (iii) subjects already involved in gaming and gambling activities businesses within the European

Economic Area are allowed to participate in the tender process and (iv) the concessionaires shall provide insurance or a bank guarantee for an amount equal to €300,000 effective for the whole duration of the concession.

Regulation and Taxation of the Italian Gaming Industry

2015 Italian Budget Law and 2016 Italian Stability Law

The regulation and taxation of the Italian gaming industry has been impacted by the adoption of Law No. 190 of December 20, 2014 (the “*2015 Italian Budget Law*”), which became effective on January 1, 2015, and Law No. 208 of 2015 (the “*2016 Italian Stability Law*”), which became effective on January 1, 2016. The reforms contemplated by a prior law adopted in 2014, Article 14 of Law No. 23 of March 11, 2014 (the “*Italian 2014 Tax Delegation Law*”), which instructed the Italian government to implement a comprehensive reform of the regulations applicable to the gaming industry, were never proposed or adopted. As described herein, a number of the provisions adopted in the 2015 Italian Budget Law were amended or rescinded by the 2016 Italian Stability Law.

The 2015 Italian Budget Law introduced a series of changes to the fees and commissions regime applicable to the operation of VLTs and amusement-with-prize slot machines.

Concession Fees and Commissions

One of the most significant changes imposed by the 2015 Italian Budget Law was an aggregate reduction of €500 million per year, commencing on January 1, 2015, in the fees due to concessionaires and other operators, to be paid by concessionaires and operators proportionately to the number of VLTs and AWP machines they operate as of December 31 of any given year, starting from December 31, 2014. This provision amounted to a €500 million annual tax levy on AWP slot and VLT concessionaires and operators. The number of VLTs and AWP machines of each concessionaire as of December 31, 2014 was determined by the ADM on January 15, 2015. The ADM was also required to determine the methods of payment by the concessionaires. As described herein, the 2016 Italian Stability Law modified this provision.

The 2015 Italian Budget Law also required that operators shall return to the concessionaires the entire amount (coin in) of the VLTs or AWP slot machines less prizes but permits concessionaires and operators to renegotiate their contracts in order to determine how to share their respective fees. The concessionaires are required to return to the operators their portion of the compensation fee until the contracts have been renegotiated and executed.

As part of the implementation of the €500 million tax levy of the 2015 Italian Budget Law, on January 15, 2015, the ADM determined (“*ADM Determination*”) that as of December 31, 2014, Cirsia Italia represented 3.95% of the Italian market of VLTs and AWP slot machines in terms of numbers of machines operated and assessed a tax in an amount to be paid by Cirsia Italia for the year ended December 31, 2015 of €19.8 million. Cirsia Italia was required to pay 40% of the ADM Determination amount (€7.9 million) on April 30, 2015 and to make a further payment of €10.0 million on October 31, 2015. In order to mitigate the effects of the ADM Determination, Cirsia Italia amended or renegotiated its contractual agreements with certain of its AWP and VLT site operators and gaming machine suppliers in order to share with them tax assessed on our operators. In the aggregate, Cirsia Italia has paid €18.2 million of the €19.8 million total ADM Determination (which amount includes contributions from site operators and partners).

Although Cirsia Italia has paid €18.2 million of the ADM Determination, Cirsia Italia (along with a number of other gaming concessionaires) still challenged the ADM Determination. In particular, Cirsia Italia has filed a challenge of the ADM Determination for the full €19.8 million before the Regional Administrative Court of Lazio, asking the Court to stay the effects of the ADM Determination until a decision of the case on the merits was made. The hearing to discuss the interim suspension of the ADM Determination was held on April 1, 2015. On December 16, 2015, following the July 1, 2015 hearing and subsequent petitions in October 2015, the Regional Administrative Court of Lazio issued a new order, requesting the Italian Constitutional Court to confirm the constitutionality of these provisions of the 2015 Italian Budget Law. On May 8, 2018, the Italian Constitutional Court heard the claims of Cirsia Italia (along with a number of other concessionaires) that the provision of the 2015 Italian Budget Law infringes the principles of legitimate expectations and of equal treatment for all the gaming products offered in the Italian market. In July 2018, the Italian Constitutional Court delivered its judgment stating that the provisions of the 2015 Italian Budget Law do not infringe the Italian Constitution because a subsequent law has limited its framework and determined that it was in force only for the year 2015. Accordingly, the Italian Constitutional Court held that the amount of the ADM Determination must be paid to the Italian government. However, at the same time, the Italian Constitutional Court also stated that each party (concessionaires, site operators and partners) is entitled directly by law to pay only its part of the amount and that there should be no joint and several liability. The Italian Constitutional Court has sent the case back to the Regional Administrative Court of Lazio in order to issue a new valuation about the constitutional issues. After the hearing held on May 22, 2019, the Regional Administrative Court of Lazio has issued judgement No. 8204 of June 24, 2019, stating, among other things, that (i) the imposed payment does not infringe the principles of legitimate expectations and of equal treatment and (ii) the payment obligation set forth by the ADM Determination shall be borne not only by the concessionaires but shall be split according

to the law among all operators in the gaming sector (thus including site operators and partners) proportionally to payment of the ADM assessed obligations on the basis of the relevant contractual agreements. However, as this judgment did not explicitly state whether concessionaires and other operators are liable for the payment separately or on a joint and several basis, Cirsa Italia filed an appeal against such decision in the Consiglio di Stato Court in February 2020, in order to challenge the judgment.

The Consiglio di Stato lodged a request (the “*Request*”) on September 28, 2020 for a preliminary ruling before the Court of Justice of the European Union, which took place on January 27, 2022. The judgment, published on September 22, 2022, ruled that the reduction of compensation to gaming concessionaires cannot be justified only by the need to improve public finances and the Court ruled that the Consiglio di Stato shall examine whether the legislation at issue complies with the principle of the protection of legitimate expectations. On December 1, 2022, a hearing was held before the Consiglio di Stato Court and the Consiglio di Stato Court issued an order on February 1, 2023 requesting parties to provide clarification on the 2015 budget in order to assess the impact of the levy on each individual concessionaire. In November 2023 Cirsa Italia filed a response setting out the impact of the levy on its 2015 budget. The Consiglio di Stato Court’s final ruling is currently pending and is expected to be issued during the course of 2024.

Article 1, paragraph 921, of the 2016 Italian Stability Law clarified that concessionaires and other AWP slot and VLT operators should contribute proportionally to the payment of the ADM assessed obligations on the basis of the relevant contractual agreements. The 2016 Italian Stability Law does not provide for any joint liability of gaming concessionaires (such as Cirsa Italia) for the payment by site operators of their shares of said tax. The 2016 Italian Stability Law also repealed the provisions of the 2015 Italian Budget Law that had introduced this new tax for the concessionaires for subsequent years and therefore this obligation is no longer in effect.

The 2016 Italian Stability Law also established that the number of AWP slots installed in the Italian market should decrease. For that purpose, Law Decree No. 50 dated April 24, 2017, and Decree of the Ministry of Economy dated July 25, 2017 reduced the number of authorizations for AWP slots to 345,000 AWP slots by December 31, 2017 and to 265,000 by April 30, 2018. In order to achieve this goal, each concessionaire had to reduce the number of authorizations it held as of December 31, 2016 by at least 15% by December 31, 2017 and by at least 34.9% by April 30, 2018.

By December 31, 2017, Cirsa Italia had reduced the number of authorizations relating to AWP slots it held as of December 31, 2016 by 15.2%. Cirsa Italia reduced this number of authorizations by 19.7% as of December 31, 2018, achieving the mandated reduction level of 34.9%, which was required to be achieved by mid-June 2018.

Increases in Gaming Turnover (PREU) Tax and other provisions

The 2016 Italian Stability Law increased the gaming turnover (*Prelievo Erariale Unico*—“*PREU*”) tax, calculated by applying the required percentage rate to the total amount of bets placed, for AWP slot machines to 17.5% (from 13.0%) as of January 1, 2016. The tax further increased to 19.0% with effect from April 24, 2017 by Law Decree No. 50 dated April 24, 2017.

The 2016 Italian Stability Law also increased the PREU tax for VLTs to 5.5% (from 5.0%) as of January 1, 2016. The tax further increased to 6.0% with effect from April 24, 2017 by Law Decree No. 50 dated April 24, 2017.

The 2016 Italian Stability Law further provided that the percentage of collected bets that must be paid to players (minimum pay-out ratio) has been lowered to not less than 70% of collected bets (a decrease from the 75% of collected bets that was applicable in 2015).

Law Decree July 12, 2018, No. 87 (*Decreto Dignità*) sets higher percentages of the PREU tax, for AWP slot machines and VLTs. The amount of the PREU tax was subsequently increased by the 2019 Italian Budget Law, as amended by Law Decree January 28, 2019, No. 4 (converted into law March 28, 2019, No. 26), which provided for a further increase of the PREU tax, of 2% for AWP slots and 1.25% for VLTs, from January 1, 2019. Pay-out has been reduced to an amount not lower than 68% for AWP slots and 84% for VLTs. Pursuant to Article 27 of Law Decree 4/2019 (converted into Law 26/2019), the issuance of paper-based licenses for AWP slots is subject to the payment of €100 one-off charge, raised to €200 for 2019 only.

Pursuant to Article 1, paragraph 731 of the Law No. 160 of December 27, 2019 (“*2020 Italian Budget Law*”), the amounts of the PREU tax on AWP slots and VLTs, have been further increased since January 2020. The PREU rates are currently 23.85% until December 31, 2020, and 24% from January 1, 2021 onwards of the collected bets for AWP slots and 8.50% until December 31, 2020 and 8.60% from January 1, 2021 onwards, of the collected bets for VLTs, respectively. The mentioned rates replace those provided for by Article 9, paragraph 6, of Decree-Law No. 87 of July 12, 2018, converted, with amendments, by Law No. 96 of August 9, 2018, as amended by Article 1, paragraph 1051, of Law No. 145 of December 30, 2018, and by Article 27, paragraph 2, of Law Decree No. 4 of January 28, 2019, converted, with amendments, by Law No. 26 of March 28, 2019. Article 1, paragraph 732 of the 2020 Italian Budget Law provides that,

beginning on January 1, 2020, the percentage of the total amount of the bets to be paid out (pay-out) shall not be less than 65% for AWP's and 83% for VLTs. The law further provides that the technical operations for the adjustment of the pay-out percentage shall be completed within 18 months from January 1, 2020 (the date of entry into force of the law itself), i.e. before June 30, 2021. We have completed the replacement of all of the AWP's that still had a pay-out of 68%, and all pay-outs have been adjusted to 65%.

Illegal gaming machines are subject to higher sanctions, including administrative fines from €5,000 to €50,000 for each illegal machine and the closure of the business which hosted the illegal gaming machines from 30 to 60 days. Illegal gambling activities are subject to jail terms from three to six years and a fine from €20,000 to €50,000. The ADM, together with the tax police, shall implement an extraordinary plan to control illegal gambling.

Modernization of Gaming Technology

Article 1, paragraph 943 of the 2016 Italian Stability Law directed the Italian Treasury to issue a decree aimed at starting a process of technological improvement and modernization of the existing slot machines which has not been completed yet. The same Article 1, paragraph 943 of the 2016 Italian Stability Law provided, among other things, that commencing from January 1, 2017, only those slot machines that allow remote monitoring (*gioco pubblico da ambiente remoto*) will be authorized. This provision resulted in a reduction by approximately 30% of the number of slot machines in operation as compared to July 31, 2015.

On April 4, 2017, the ADM published Decree 37100/RU ("*Technical Rules Decree*") that sets forth new technical rules for VLTs that are intended to require a major upgrade in VLT platforms and technology. These new technical rules provide for considerable new obligations aimed at enhancing the traceability of players in order to avoid fraud, and also provide for a new certification process that will be performed by new ADM-accredited testing centers. Due to the significant number of changes required to be implemented under the new rules, the ADM granted a transitional period until April 1, 2019 to comply with the new requirements provided by such ADM decree. On July 31, 2019, the ADM published Decree 94934/RU that introduces technical amendments to the Technical Rules Decree concerning the provision of (i) a reading system of the Health Insurance Card for the verification of the age of the players and (ii) appropriate mechanisms to prevent the starting of the games in case the legal age of the relevant player is not ascertained. These amendments entail the need for a new certification process to be performed through ADM accredited testing centers. Considering that no material impact on Cirsa Italia's business has occurred in the past from its compliance with any regulations issued in the context of technical improvements and modernization of machines, no material impact is expected to occur from the compliance with such further technical requirements.

On June 27, 2018, the ADM issued Decree 108019/RU, which amended the guidelines for the compliance testing of AWP's and VLTs (the "*Guidelines*"), approved by the ADM with Decree 146294/RU, dated December 28, 2017. In particular, the Guidelines set forth the technical requirements for the compliance testing of the entire gaming system and of each of its components (such as the central system, hall system and video lottery terminal).

The 2016 Italian Stability Law was amended by article 25, paragraph 1 of the Law Decree No. 124 of October 26, 2019, converted with amendments into Law No. 157 of December 19, 2019, which extended the period after which it is no longer possible to issue clearances (*nulla osta*) for "old generation" AWP's machines, setting it at nine months from the date of publication of the ministerial decree containing the technical rules for the production of the new machines, which allow public gaming from a remote environment (the "*Ministerial Decree*"). The deadline for the disposal of AWP's machines was extended to the 12th month following the date of publication of the Ministerial Decree.

Pursuant to article 69, paragraph 3 of Law Decree No. 18 of March 17, 2020, converted with amendments into Law No. 27 of April 24, 2020 (the "*Cura Italia*" Decree), the above nine- and twelve-month periods were both extended by six months. Accordingly, it is no longer possible to issue clearances (*nulla osta*) for "old generation" AWP's machines after 15 months from the date of publication of the Ministerial Decree and such AWP's machines must be disposed within 18 months the date of publication of the Ministerial Decree.

Currently, there is no visibility on when the Ministerial Decree will be enacted or when the replacement process will start. Pursuant to Article 1, paragraphs 569 and 571 of the 2019 Italian Budget Law, in order to ensure the effectiveness of local regulations on limited opening hours, since July 1, 2019, the ADM shall provide local authorities with an official timetable concerning operating periods of gaming machines (AWP's and VLTs).

On February 22, 2019, the ADM published Decree 31516/RU, implementing Article 1, paragraph 569, letter a) of Law December 30, 2018, n. 145 "Operating procedures for the availability to the local authorities of the operating times of the VLTs." Pursuant to this legislation, the ADM, together with Sogei, shall supply the municipalities with an application called "SMART" governing the relevant operating times of the existing VLTs.

Starting from January 1, 2020, only AWP equipped with an electronic system for age control (i.e., health insurance card (tessera sanitaria) reader system) can be operated to prevent minors from playing. Article 27, paragraph 4 of Law Decree No. 4 of January 28, 2019, clarifies that the introduction of the health card for access to AWP is to be understood as referring to remote AWP.

Slot Machines

During 2007, the ADM adopted a series of new gaming regulations that, among other things, permitted the use of a new type of slot machine, reduced the amount of PREU tax assessed on amounts of the collected bets (from 13.5% to 12%), changed the pay-out and increased the price per game and maximum prize size. Another separate tax assessed by the ADM on amounts of the collected bets increased in 2007 from 0.3% to 0.8%. The PREU tax on slot machines has subsequently increased. The 2016 Italian Stability Law has increased the PREU tax from 13.0% to 17.5%.

Law Decree No. 87/2018 had set higher percentages of the PREU tax, as follows:

- 19.25% of collected bets, from September 1, 2018 to April 30, 2019;
- 19.6% of collected bets, from May 1, 2019;
- 19.68% of collected bets, from January 1, 2020;
- 19.75% of collected bets, from January 1, 2021; and
- 19.6% of collected bets, from January 1, 2023.

In addition to the above, 2019 Italian Budget Law, as amended by Law Decree January 28, 2019, No. 4, provided for a further increase of the PREU tax of 2% from January 1, 2019.

Under the current regulatory framework, after the 2020 Italian Budget Law, PREU tax on slot machines has been set at 23.85% of collected bets up to December 31, 2020 and 24% of collected bets from January 1, 2021, with a minimum payout reduced to 65%.

Following the entry into force of the emergency measures introduced by the Italian government to contain the spread of COVID-19, which resulted in the suspension of gaming activities in retail market premises for a period of more than five months, ADM issued numerous regulatory provisions aimed at implementing the various decisions taken by the Italian government during the period and postponing some deadlines in 2020 for the payment of the PREU and the concession fee.

Article 5 of Law Decree No. 157 of November 30, 2020 (*“Decreto Ristori quater,”* revoked by Law No. 17 of December 18, 2020, which inserted Article 13 nonies in Law Decree No. 137 of October 28, 2020, upon conversion of the latter) provides that the payment of the balance of the PREU on AWP and VLTs and of the concession fee relating to the fifth two-month period of 2020, due on December 18, 2020, could have been paid at a rate of 20%. The possibility of payment in instalments has been provided for the remaining due amounts, with payment of the first instalment by January 22, 2021 and of the last instalment by June 30, 2021.

In this respect, Article 18, paragraph 8 bis, of Law Decree No. 23 of April 8, 2020 has extended to September 22, 2020 the payment of the PREU on AWP and VLTs and of the concession fee due by August 30, 2020. The same provision stated that the amounts due could have been paid in equal monthly instalments, with the application of legal interest calculated on a day-by-day basis; the first instalment should have been paid by September 22, 2020 and the subsequent instalments by the last day of each month thereafter. The last instalment should have been paid by December 18, 2020.

Previously, Article 69, paragraph 1, of Law Decree No. 18 of March 17, 2020 (converted into Law No. 27 of April 24, 2020) provided for the extension of the deadline for the PREU and related concession fee to May 29, 2020 (instead of April 30, 2020). The amounts due could have been paid in equal monthly instalments. Legal interest calculated on a day-by-day basis is charged. The first instalment should have been paid by May 29, 2020 and the following instalments by the last day of each month thereafter. The last instalment should have been paid by December 18, 2020.

Following the measures linked to the COVID-19 emergency (in particular the Prime Ministerial Decrees of October 24, 2020 and November 3, 2020), which suspended gaming activities of betting, gaming and gaming halls, as well as gaming activities carried out in commercial establishments of various types, the decree of the Director General of the ADM of November 18, 2020, prot. 420165/RU on changes to PREU obligations was issued. Such decree provided for:

- the postponement to December 18, 2020 of the payment of the concession fee and the balance of the PREU for the two-month period September-October, which was due on November 22, 2020;
- the cancellation of the PREU advance payments for the two-month period November/December, due on November 28, 2020 and December 13, 2020;
- the advance payment of the third PREU advance payment, due on December 28, 2020 and brought forward to December 18, 2020 for an amount equal to 1/6 of the amount due.

The payment of the PREU balance and the concession fee for the two-month period November-December remains unchanged as of January 22, 2021, according to the Director's Decree.

The ADM Decree No. 24769 of January 22, 2021, provided that "for the year 2021 only, the PREU advance payments for January-February, due on January 28, February 13 and February 28 are cancelled and the amount of the PREU shall be paid in full by March 22, 2021."

Law No. 69 of May 21, 2021, when converting Law Decree No. 41 of March 22, 2021 ("*Decreto Sostegni*"), introduced Article 6 octies in the Law Decree No. 41/2021, pursuant to which the payment of the balance of the PREU on AWP and VLTs and of the concession fee relating to the fifth two-month period of 2020 was rescheduled as follows:

- (i) the fourth instalment, originally set on April 30, 2021 was deemed to be extended to October 29, 2021;
- (ii) the fifth instalment originally set on May 31, 2021 was deemed to be deferred until November 30, 2021;
- (iii) the sixth instalment originally set on June 30, 2021 was deemed to be extended until December 15, 2021.

Under Article 1, paragraph 81, letter (g), of the Italian Budget Law No. 220 December 13, 2010, the venue requirements for slot machines and VLTs have been regulated by ADM Decree No. 30011 of July 27, 2011. This decree permits the installation of slot machines in gaming halls, agencies for betting on sporting events, agencies for totalizer and fixed-odds betting on horse races, gaming shops whose primary activity is marketing public gaming products, public gaming rooms specifically established for the conduct of lawful gaming that provide a separate area for games reserved for underage players, and establishments dedicated exclusively to slot machines and VLTs. Slot machines can be installed in the abovementioned shops, halls or premises only on condition that such shops, halls or premises hold the specific gaming license in accordance with the Italian regulatory framework. The decree provides that the maximum amount of slot machines that can be installed and operated on any of these premises must be limited, proportionally to the premises' surface area and/or to the total number of slot or other betting machines hosted.

Video Lottery Terminals

ADM adopted the Decree No. 43593 of January 22, 2010 and the Decree No. 37100/RU of April 4, 2017 which require that certain technical and operational requirements are complied with when operating VLTs. Under these Decrees, the VLTs and the related gaming systems must be connected to a control system and network operated by an authorized network system operator. The games played on the VLTs will be capable of being monitored remotely for regulatory and tax purposes. The ADM decree also sets forth requirements for the testing and start-up of the gaming systems, the operating parameters for the games and the timing of introduction of VLTs into the Italian market. The ADM decree provides that the maximum pay-out for VLT games is €5,000. However, this amount is higher for jackpots: there is a €100,000 maximum jackpot for each gaming room and a €500,000 maximum jackpot for each gaming system. Under the ADM decree, no less than 85% of collected bets must be paid to players, and up to a maximum of 4% of collected bets can be paid to players in jackpots.

According to Articles 9 and 10 of the ADM Decree No. 37100/RU of April 4, 2017, the maximum cost of an individual game is €10.00 and the minimum cost is €0.10. Payment for games may be made by coins or currency, tickets from ticket technology systems, prepaid cards, "smart" cards in respect of registered gaming accounts or the reinvestment of previous winnings. The ADM Decree No. 37100/RU also includes provisions concerning:

- technical and operational requirements of the VLT game system (Article 2);
- information to be registered by the network (Article 3);
- monitoring tools for the supervision of the network (Article 4);
- cross-ticketing and ticket (Articles 5, 8 and 13);

- requirements for VLT machines (Article 7);
- general specifications of the games (Article 11);
- technical auditing of game system compliance (Article 12) also ruled by the Decree No. 87765/RU dated August 18, 2017 and the relevant attachment which contains recommendations concerning operational requirements to be met for an appropriate assessment of the compliance of VLTs and the related gaming systems with the requirements set forth by ADM Decree dated January 22, 2010; and
- protection of the player (Article 14).

Venue requirements for VLTs (and slot machines) are regulated by ADM Decree No. 30011 of July 27, 2011 and by the specific provisions set forth in Article 6 of ADM Decree No. 37100/RU. ADM Decree No. 30011 permits the installation of VLTs in gaming halls, agencies for betting on sporting events, agencies for totalizer and fixed-odds betting on horse races, gaming shops whose primary activity is marketing public gaming products, public gaming rooms specifically established for the conduct of lawful gaming that provide a separate area for games reserved for underage players, and establishments dedicated exclusively to VLTs and slot machines. VLTs can be installed in the abovementioned shops, halls or premises only on condition that such shops, halls or premises hold the specific gaming license in accordance with the Italian regulatory framework. The decree provides that the maximum number of VLTs that can be installed and operated on any of these premises must be limited, proportionally to the premises' surface area and/or to the total number of slot or other betting machines hosted.

A number of local authorities in Italy have from time to time issued orders and enacted regulations that purport to place further restrictions on where VLTs can be located. Cirsa Italia has challenged, and presently intends to continue to challenge, any attempts to enforce such orders and regulations on the basis that the authority to regulate gaming activities is reserved to the Italian Parliament. To date, these regulations have not had a material adverse impact on the business or results of operations of Cirsa Italia.

According to Article 9 *quater* of the Law Decree No. 87 passed on July 28, 2018, converted into Law No.96, of August 9, 2018 in order to prevent players under the age of 18 years from playing, players were required to insert the government-issued health card to access the VLT machines from January 1, 2020.

In addition, as is the case for slot machines, Cirsa Italia is required to pay a separate tax to the ADM of 0.8% of the amounts of the collected bets (ADM Decree of July 2007, in furtherance of Article 1, paragraph 530, letter (b)), of the Law No. 266 of December 23, 2005, as subsequently amended.

Under the current regulatory framework, after the 2020 Italian Budget Law, the PREU tax levied on the amount of the collected bets on VLTs has been set at 8.5% of collected bets up to December 31, 2020 and 8.6% from January 1, 2021, with a minimum payout reduced to 83%.

In addition, the win tax to be paid by players has increased to 20% on the quota of wins exceeding €200.

Following the entry into force of the emergency measures introduced by the Italian government to contain the spread of COVID-19, which resulted in the suspension of gaming activities in retail market premises for a period of more than five months, ADM issued numerous regulatory provisions aimed at implementing the various decisions taken by the Italian government during the period and postponing some deadlines in 2020 for the payment of the PREU and the concession fee.

Extension of the term of the current gaming concessions and project reform of the gaming regulations

Current concessions were to be terminated in March 2022. However, the term was initially extended up to June 29, 2022, as the term falls within the Italian emergency state due to COVID-19 and Article 103 of Law No. 18 of March 17, 2020 ("*Cura Italia*") stated that all the deadlines falling within the emergency state should continue for a further period of 90 days following the end of the emergency state. The Italian emergency state ended on March 31, 2022. The term of the concession has been extended until December 31, 2024, pursuant to article 4 of the concession which provides the ADM the power to extend the duration of certain concessions in order to avoid possible and harmful solution of continuity in the service and in the collection of tax revenues, or in the event of a situation of extreme urgency resulting from unforeseeable events.

The 2020 Italian Budget Law also contemplated a new tender procedure to be enacted by the end of 2020 to award a series of concessions, each for a term of nine years, to slot machine and VLT companies to act as network system operators for slot machines in Italy. Due to the strain of COVID-19, this term was postponed by six months (i.e., to June 30, 2021)

by the Law No. 18 of March 17, 2020 (“*Cura Italia*”). That deadline was not met and there is no official information to date about the current expectations for launching a new tender process.

Pursuant to Article 15 of the Law no. 111 of August 9, 2023, the Italian government has been delegated to reform the regulatory framework governing the gaming industry on the basis of, *inter alia*, the following principles: (i) ensuring full protection of vulnerable people, and preventing gambling disorders; (ii) planning the physical locations of gaming operations, through consultations between local authorities, in order to ensure safe and controlled environments; (iii) counteracting illegal gaming by improving transparency regulations; and (iv) adapting tax levy to be based on specific type of gaming activities.

Implementing the above mentioned provisions, on December 19, 2023 the Italian government passed via a preliminary examination (therefore not definitive and subject to final approval) a scheme of legislative decree (the “*Decree*”) concerning only on-line gaming (*i.e.*, through any platform either on the internet, TV or smartphone), with the exclusion of casinos and games linked to physical networks (for which current regulations remains in place, awaiting further specific regulatory provisions).

The Decree confirms the requirement of a concession (granted by ADM following a public tender, for a maximum duration of nine years, with no further renewals) for operating and carrying out remote collection on the certain games specified under Article 6 Par. 1 of the Decree (*e.g.*, betting on sports and horse racing events, lotteries, *etc.*). Specific technical, professional and financial requirements and conditions (to be also applied during the life of the concession) must be met by the companies participating in a public tender. Moreover, the concessionaire’s obligations include: (i) payment of a one-time fee of €7 million for each concession for which application is made, and (ii) payment of an annual fee equal to 3% of the applicant’s net margin. Additional measures for protecting the players’ health, include, *inter alia*, the obligation for the concessionaire to invest 0.2% of net revenues (in any case not exceeding €1 million per year) in awareness campaigns or similar initiatives.

Laws Affecting Gaming Advertisements

Our operations in Italy are subject to Law Decree No. 158 of September 13, 2012, converted into Law No. 189 of November 8, 2012 (the “*Decreto Balduzzi*”) which requires gaming advertisements to clearly indicate as a percentage, the probability of winning the advertised game, or, if not available, the historical percentage of similar games.

Additional limitations and requirements to gaming advertisement have been introduced by the 2016 Italian Stability Law. For example, the 2016 Italian Stability Law provides that gaming advertisements shall not contain messages which may encourage uncontrolled gaming or suggest that gaming may help resolve personal or professional problems. The 2016 Italian Stability Law also prohibits TV or radio advertising of prize games during specified hours, with some limited exceptions.

Pursuant to Article 9 of Law Decree No. 87 of July 12, 2018 (the “*Decreto Dignità*”), any forms of advertising, even indirect, in relation to gaming, betting and gambling, are prohibited. Advertising contracts that were in force on July 14, 2018, were subject to previous legislation until their expiry date, but their duration could not last longer than one year from July 14, 2018. According to the same provisions, from January 1, 2019, sponsorships are also prohibited. Any breach of the mentioned legislation is subject to an administrative fine equal to 20% of the value of the sponsorship or advertising contract and, in any case, not lower than €50,000 per violation.

Anti-money Laundering Regulations

We are required to comply with anti-money laundering rules and regulations, including Legislative Decree No. 231 of November 21, 2007, as amended, which implements the EU’s anti-money laundering directive, EU Directive (2005/60/EC). Under the decree we are required to, among other things, verify the identities of our customers, record and preserve customer relationship data in a Consolidated Computer Archive (*Archivio Unico Informatico*) and report this information as well as any suspicious transactions to the proper authorities. Under the decree we must also implement effective internal control measures and ensure adequate training of employees with respect to their obligations.

On February 15, 2019, protocol No. 0027571/R.U., ADM published guidelines to prevent money laundering specifically concerning concession operators. In relation to the VLTs’ monitoring procedures, the ADM guidelines introduced additional procedures and monitoring systems concerning the ticket issued to the customers following each game. As a consequence of the technological updates, VLTs’ tickets contain data such as the amount introduced by the customer, the nominal value, the value of the win and certain other elements, which are key to identify unusual factors from an anti-money laundering perspective.

Cirsa Italia has adopted specific procedures to comply with both current legislation and ADM guidelines.

The Anti-Mafia Code

As of February 13, 2013, we are subject to the anti-mafia provisions established by Italian Legislative Decree No. 159 of September 6, 2011, as subsequently amended (the “*Anti-Mafia Code*”). Under the Anti-Mafia Code, we are required to, among other things, provide the relevant public body with information regarding the Group and its related parties, such as shareholders, directors, general managers as well as any other natural person who may cohabit with such related parties. Such information must be transmitted prior to the execution of agreements or concessions with any public authority.

Laws Affecting Privacy and Data Protection

From May 25, 2018, we are subject to the data protection provisions established by the European General Data Protection Regulation No. 679, 2016.

Other Regulation Provisions

Due to the suspension period and related effects linked to the nationwide closure of gaming premises, the ADM issued numerous regulatory provisions with the dual objective of clarifying the steps to be taken in relation to such suspensions and implementing the various decisions taken by the Italian government in 2020 and the first half of 2021.

These provisions had an impact on certain operational aspects of the business such as the stop on loss of NOE concession rights provided for in the event of temporary, even if not continuous, non-connection to the online network for more than 90 days, the suspension of time limits for paying VLT prize tickets, the suspension of the concession SLA, and the suspension of the deadline for the download of system upgrades and games in VLT halls.

For a summary of the legislative reform of gaming regulations in Italy, see “—*Extension of the term of the current gaming concessions and project reform of the gaming regulations.*”

COVID-19 lockdown measures

Under the general lockdown measures enacted by the Italian government, as implemented by the ADM through specific directives on February 24, March 8, March 12, and March 21, 2020, all the gaming, betting and gaming halls have been progressively closed. The Italian Prime Minister Decree (“*DPCM*”) of May 17, 2020, provided for the suspension of the gaming and betting activities performed in the gaming, betting and gaming halls until June 14, 2020.

In order to reduce the risk of COVID-19 infection in betting, gaming and gaming halls, in June 2020, the Conference of Regions and of the Autonomous Provinces (*Conferenza delle Regioni e delle Province Autonome*) issued general guidelines providing as follows:

- adequate information on prevention measures shall be provided to customers;
- body temperature can be detected and access to the halls shall not be permitted if temperature is higher than 37.5°C;
- position of machines as well as customer entrances shall be managed and reorganized in order to avoid crowding and to respect the interpersonal one-meter distance;
- outdoor areas shall be preferred, always in compliance with the interpersonal one-meter distance and customers must wear a mask indoors and outdoors each time the interpersonal distance of one meter is not possible;
- personnel must wear a mask and must frequently sanitize their hands;
- electronic payment methods shall be encouraged and checkout area may be equipped with physical barriers or alternatively, personnel must wear a mask and have hand sanitizing gel available;
- rooms shall be provided with hand sanitizing dispensers at the entrance, and it is also recommended to provide additional dispensers in different areas of the room in order to encourage customers to sanitize hands;
- after each single use, cleaning and disinfection of all hand surfaces of the machines shall be ensured and machines which cannot be cleaned and disinfected must not be used, and gaming machines for collective use where interpersonal one meter distance is not possible shall not be used; and

- air systems and air filters must be checked in order to guarantee the adequacy of the air flow and air recirculation function must be turned off.

Finally, the DPCM enacted on June 11, 2020 and the ADM Decision No. 180229 adopted on June 12, 2020 allowed the restarting of the gaming and betting activities in the retail points of sale starting from June 15, 2020, provided that (i) before the restart of gaming and betting activities each region assess the compatibility of such activities with the current local epidemiological situation; and (ii) each region adopt protocols or guidelines applicable to such halls setting forth precautionary measures aimed at reducing risk of infection. Such protocols or guidelines shall comply with the principles set forth by protocols and guidelines adopted at national level. In addition, the aforementioned ADM Decision adopted on June 12, 2020 also provided for penalties (up to the shut-down of the points of sale for five business days) which may be applied in case of non-compliance with the precautionary measures set forth by the relevant region's protocols and guidelines.

Due to a significant worsening of the COVID-19 pandemic, in October 2020 the Italian authorities reintroduced certain restrictions on our business activities and lockdown measures.

In particular, between October 19 and October 26, 2020, gaming halls were allowed to operate within specific time constraints. Starting October 26, 2020, the Italian governmental authorities suspended the entire collection at gaming halls, although the ADM Decree No. 374103 provided that general sales points (such as bars and tobacco shops) were allowed to operate. However, starting November 3, 2020, all the gaming and betting retail collection activities were suspended by the Italian governmental authorities, thereby triggering the suspension of retail gaming and betting activities also in general sales points (such as bars and tobacco shops).

Pursuant to a Prime Minister Decree dated January 14, 2021, such suspension measures were applicable until April 6, 2021.

Article 8 *quater* of Law Decree No. 52 of 22 April 2021, converted with amendments into Law No. 87 of June 17, 2021, provided that from July 1, 2021, in the yellow zones, the activities of gaming, betting and gaming halls as well as casinos are permitted, even if carried out within premises used for different activities, in compliance with the above-mentioned protocols and guidelines, which have been adopted pursuant to Article 1, paragraph 14, of Law Decree No. 33 of May 16, 2020, converted, with amendments, by Law No. 74 of July 14, 2020.

Pursuant to Law Decree No. 172 of November 26, 2021 and Law Decree No. 221 of December 24, 2021, a “Super Green Pass,” which can only be obtained through vaccination or recent recovery, was required to enter gaming venues. According to Law Decree No. 24 of March 24, 2022 from May 1, 2022 the “Super Green Pass” is no longer required to access gaming venues in Italy. The state of emergency declared as a result of the COVID-19 pandemic was extended to March 31, 2022 by means of the Law Decree December 24, 2021, No. 221 converted by Law February 18, 2022, No. 11.

Pursuant to Article 7(1) of Law Decree No. 4 of January 27, 2022 (*Decreto Sostegni ter*), converted by Law March 28, 2022, No. 25, employers in the sectors “Amusement and billiard halls (ateco codes 93.29.3)” and “Other amusement and recreation activities (gaming halls) (ateco codes 93.29.9),” referred to in Annex I to the same Law Decree No. 4/2022, who, from January 1, 2022 to September 30, 2022, suspended or reduced their work activity under Legislative Decree No. 148 of September 14, 2015, are exempt from the payment of the additional contribution referred to in Articles 5 and 29(8) of Legislative Decree No. 148 of September 14, 2015.

On-line Gaming & Betting Regulatory Framework

In August 2022 we extended our On-line Gaming & Betting Division by acquiring a 60% stake in E-Play24, which is an online betting and gaming company operating in Italy. See “*Business—Our Divisions—On-line Gaming & Betting.*” Remote gaming in Italy is subject to a specific regulatory regime. Online gaming regulation in Italy is codified in Law Decree no. 223 of 2006 (the “*Decreto Bersani*,” converted into Law no. 248/2006), which introduced a “concessionary regime” for online gaming activities: gaming operators, licensed in any Member State of the European Economic Area, are entitled to conduct online gambling in Italy provided that such operators hold a specific concession, issued by the ADM, upon completion of a public procedure.

In particular, the applicant operator (the “*Operator*”) must meet certain requirements in order to request such concession, *inter alia*: (i) the Operator must have either a gaming concession issued by any Member State of the European Economic Area (for at least one of the games authorized in Italy) or an adequate technical capacity (i.e., adequate infrastructure to offer at least one of the games authorized in Italy), along with the issuance of a bank/insurance guarantee for the amount of €1,500,000.00; (ii) the Operator's minimum corporate capital shall be equal to €1,500,000.00, attested to by financial statements for the previous two years of activity related to the gaming sector; (iii) the Operator's servers are not expressly required to be located in Italy, although they are required to be located within the territory of a Member State

of the European Economic Area; and (iv) additional requirements referring to the company and members of the board of directors (e.g., moral integrity) shall be met.

The number of concessions that can be granted is established by Italian government and the application for licensing can be submitted only during the time frames set by the Ministry of Economy, while the duration of such concessions is regulated from time to time in the contract executed with the relevant Operator. In this regard, E-Play24 holds “remote gaming” license no. 15232, issued by ADM, which allows E-Play24 to collect online gambling in Italy. Such license, according to the Budget Law 2023 (Law No. 197 of December 29, 2022), is valid until December 31, 2024.

Additionally, in Italy, online gaming is also subject to the same restrictions applied to physical gaming activities, including the Law Decree No. 87 of July 12, 2018 (the “*Decreto Dignità*”) which prohibits any forms of advertising, even indirectly, in relation to gaming, betting and gambling.

Dominican Republic

The gaming industry in the Dominican Republic is regulated by the *Ministerio de Hacienda de la República Dominicana* (Ministry of Finance of the Dominican Republic) pursuant to national legislation concerning the regulation of games of chance adopted in 1964. The Ministry of Finance of the Dominican Republic is responsible for issuing gaming licenses. Casino licenses, for example, are issued to the owner of the site on which the casino will be operated. Five of our subsidiaries in the Dominican Republic have entered into operating agreements with local companies pursuant to which we manage six casinos.

MANAGEMENT

We have presented below the governance structure of the Issuer, the Company and Cirsa as of the date of this Offering Memorandum.

The Issuer

The Issuer is a limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg on May 22, 2018, for the purpose of facilitating the Original Acquisition and issuing debt. As of the date of the Offering Memorandum, the board of managers of the Issuer consists of John Sutherland, a representative of and designated by Blackstone, Romain Jay, designated by Blackstone and Blackstone Capital Partners Holdings Director L.L.C., an entity controlled by Blackstone.

The Company

The Company is a public limited liability company (*sociedad anónima unipersonal*) incorporated under the laws of the Kingdom of Spain on November 15, 2017. The Company was incorporated as a private limited liability company (*sociedad de responsabilidad limitada*) and transformed into a public limited liability company (*sociedad anónima*) under a public deed granted before the Notary of Terrassa, Mr. Esteban Cuyás Henche, on November 8, 2023, under number 2688 of his files. The Company was incorporated for the purpose of facilitating the Original Acquisition. Since completion of the Original Acquisition, the board of the Company has become the main governing board of the Group. Set forth below are the names, functions and ages of the members of the Company's board of directors.

Name	Age	Title
Joaquim Agut	69	Executive Chairman
Antonio Hostench.....	56	Board member
Lionel Assant.....	51	Board member
Miguel García Gómez	34	Board member

Joaquim Agut joined Cirsa in 2006. Mr. Agut currently serves as Chairman of the board of the Company. Prior to joining Cirsa, Mr. Agut served as a leader of the European Corporate Executive Council of General Electric, Executive Chairman of Terra Lycos (2000-2003), and as Chairman and Chief Executive Officer of Endemol, B.V. (2004-2006). He received degrees in Business Administration from I.E.S.E. (1980) and Electrical Engineering from the *Universidad Politècnica de Catalunya* (1977).

Antonio Hostench currently serves as Chief Executive Officer of the Company and joined Cirsa in June 2008. Prior to his current role, Mr. Hostench was the Director of Business Development and President of *Sportium*. Prior to joining Cirsa, he served as General Manager of N+1 Corporate Finance (2005-2008) and Managing Partner of Roland Berger Strategy Consultants (1996-2005). He received degrees in Business Administration from IESE (1994) and Engineering from the *Universidad Politecnica de Catalunya* (1990).

Lionel Assant is the European Head of Private Equity for Blackstone, based in London. In addition, he is a member of the Investment Committee for the Tactical Opportunities and Blackstone Growth Equity (BXG) funds. Since joining Blackstone in 2003, Mr. Assant has been involved in various European investments and investment opportunities. Before joining Blackstone, Mr. Assant was an Executive Director at Goldman Sachs where he worked for seven years in the Mergers & Acquisitions, Asset Management and Private Equity divisions. Mr. Assant graduated from the Ecole Polytechnique with a Master's degree in Economics. He serves as a Director of Clarion Events, Cirsa, BME (formerly CRH Building Materials Distribution), Bourne Leisure and VFS. Mr. Assant served on the boards of Cerdia, Gerresheimer, Klockner Pentaplast, Mivisa, the National Exhibition Centre, Schenck Process, United Biscuits, Alliance Automotive Group, Tangerine, Intertrust and Armacell. He is also involved with Impetus, a charitable foundation which provides resources to improve the lives of children and young people living in poverty.

Miguel García Gómez is a Principal for The Blackstone Group International Partners LLP and a member of Blackstone's Private Equity Group based in London. Since joining Blackstone in 2014, Mr. García Gómez has been involved in Blackstone's investments in Center Parcs, Tangerine, the National Exhibition Centre and Bourne Leisure. Mr. García Gómez received a BA and MSc in Civil Engineering from the Universidad Politécnica de Madrid and graduated from École des Hautes Etudes Commerciales de Paris with a Master's degree in Management and Finance.

Cirsa

Management Body

As of the date of this Offering Memorandum, Cirsa's management body consists of joint and several directors: Joaquim Agut, Chairman of the Board, and Antonio Hostench, Chief Executive Officer of the Group responsible for corporate development and strategy of the Group.

Executive and Divisional Officers of the Group

The following table presents, as of the date of this Offering Memorandum, the Group's executive and divisional officers:

Name	Age	Title
Antonio Hostench.....	56	Chief Executive Officer
Business Divisions		
Carlos López Reboredo	66	Manager, Slots division
Xavier Serra.....	55	Manager, B2B division
Moisés Sanjuan	49	Manager, Casinos division
Manel Estany	61	Manager, Electronic Casinos division
Corporate Areas		
Isaac Lahuerta	65	General Manager, Corporate Areas
Antonio Grau.....	55	Chief Financial Officer
Miquel Vizcaino	60	Legal
Xavier Cots.....	63	Human Resources

Set forth below is certain biographical information concerning the above individuals not otherwise described:

Carlos López Reboredo (Manager, Slots division) joined Cirsa in 2015. Mr. López previously served as General Manager for EGASA, a leading slot machine operator in Spain. He received a degree in Economics from the Universidad Santiago de Compostela (1980) and a degree in Management from ESADE (2009).

Xavier Serra (Manager, B2B division) joined Cirsa in August 2009. Prior to joining Cirsa, Mr. Serra served as Europe & Africa Sales & Operations Director at Bally Technologies. He received a degree in Engineering from the Universidad Politécnica de Catalunya (1997), an MBA from EAE (1999) and a Digital Transformation Certificate from MIT (2021).

Moisés Sanjuan (Manager, Casinos division) joined Cirsa in 1998 having held various roles both in Spain and abroad. In 2014, Mr. Sanjuan was appointed Manager of our arcadian business. He received a degree in Business Administration from ESADE.

Manel Estany (Manager, Electronic Casinos division) joined Cirsa in 2009. Prior to joining Cirsa, Mr. Estany served as Marketing Manager for Moët Hennessy Spain and as General Manager for La Sirena. He received a degree in Business Administration from ESADE (1986).

Isaac Lahuerta (General Manager, Corporate Areas) joined Cirsa in 1999. Prior to joining Cirsa, Mr. Lahuerta served as Managing Director of Banco Santander de Negocios (1987-1992) and as General Manager International Division of Ferrovial (1992-1999). He received degrees in Business Administration from ESADE (1986) and Engineering from ETSICC (1980).

Antonio Grau (Director, Chief Financial Officer) joined Cirsa in 2020. Mr. Grau has extensive experience, having served as chief financial officer for multinational corporations such as Planeta Group, Vueling, Celsa and as auditor at KPMG. Until June 2020, he held the position of Managing Director at Factor Energía. He received a degree in Business Administration from ESADE (1990), a degree in Law from the Universitat de Barcelona (1991) and an Advanced Management Program degree from IESE (2002).

Miquel Vizcaino (Director, Legal) joined Cirsa in 1990. Prior to joining Cirsa, Mr. Vizcaino served as Legal Counselor of Gilabert Servicios S.L. (1987-1990). He received a degree in Business Law from IE (1987) and a degree in Law from Universidad Autónoma de Barcelona (1986).

Xavier Cots (Director, Human Resources) joined Cirsa in 2000. Prior to joining Cirsa, he served as Director of Human Resources of Gates Vulca (1996-1998) and as Director of Human Resources Europe for BIC Graphic Europe S.L.

(1998-2000). He received a degree in Law from U.O.C. (2005), a degree in Business Administration from *Universidad de Barcelona* (1985) and a degree in Human Resources Management from EADA (1993).

The business address for each of the members of the board of directors and senior management of Cirsa is Carretera de Castellar, 298, Terrasa (Barcelona), Spain.

Compensation

Current Compensation

For the year ended December 31, 2022, we paid an aggregate of €7.6 million to our directors and executive and divisional officers, including cash compensation for salary and bonuses. In addition, company cars have been provided for certain of our directors and executive and divisional officers.

Management Participation Program

On July 3, 2018, we implemented a management participation program pursuant to which shares in LHMC Topco S.à r.l. are held indirectly by certain members of our current or future management. The terms of the program are included in a shareholders' agreement. Certain of the key provisions of the shareholders' agreement include:

- (1) customary tag along and drag along rights, warranties, participation and cooperation obligations of the managers;
- (2) “good” and “bad” leaver provisions;
- (3) subscription rights and anti-dilution rights; and
- (4) restrictions on transfers of shares.

PRINCIPAL SHAREHOLDERS

The Issuer is a wholly owned subsidiary of the Company, a holding company which is indirectly controlled by Blackstone, which is the indirect principal shareholder of our holding company's voting stock. As of the date of this Offering Memorandum, Blackstone beneficially owned 96.9% of the equity of the Company, and 3.1% is beneficially owned by certain members of the Group's management team.

Blackstone Inc. (NYSE: BX) is one of the world's leading investment firms. Blackstone's alternative asset management businesses include investment vehicles focused on private equity, real estate, public debt and equity, non-investment grade credit, real assets and secondary funds, all on a global basis.

Through its different investment businesses, as of September 30, 2023, Blackstone had \$1,007.4 billion in total assets under management. This is comprised of \$298.6 billion in private equity funds, \$331.5 billion in real estate funds, \$80.0 billion in hedge fund solutions and \$297.2 billion in the credit and insurance business.

Blackstone has a strong track record in owning leading companies in the gaming sector both in online gaming and casinos, as evidenced by its investments in JOA (the French casino group) and the Cosmopolitan Hotel in Las Vegas, USA.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Transactions with Management

The Original Acquisition

Certain members of the Managing Board and other selected executives received a transaction bonus from the sellers after closing of the Original Acquisition, and have reinvested at least 90% of such bonus after tax in LHMC Topco S.à r.l.

Management Participation Program

On July 3, 2018, we implemented a management participation program related to the reinvestment of certain selected managers of the Group at the level of an indirect shareholder of the Issuer.

Remuneration of Key Executives

Certain members of the managing board and other selected executives have received certain short-term employee benefits, such as wages and salaries, in the amounts of €4.4 million and €4.3 million in 2021 and 2022, respectively, and certain other long-term benefits, such as bonuses and multi-year incentive plans, in the amounts of €3.2 million and €3.2 million in 2021 and 2022, respectively.

Transactions with Blackstone

Support and Services Agreement

On July 3, 2018, we entered into a support and services agreement with Blackstone Management Partners L.L.C. (“BMP”), an affiliate of Blackstone, our indirect parent and Blackstone Capital Partners VII L.P. Under the support and services agreement, we engage BMP to arrange for Blackstone’s portfolio operations group to provide support services customarily provided by Blackstone’s portfolio operations group to Blackstone’s private equity portfolio companies of a type and amount determined by such portfolio services group to be warranted and appropriate. In addition, pursuant to the support and services agreement, Blackstone, without discrete compensation, actively monitors the operations of the Group and evaluate strategic transactions and other initiatives that Blackstone views as potentially beneficial for the Group. Under this arrangement, the Group pays or reimburses BMP and its affiliates for out-of-pocket costs and expenses incurred by BMP and its affiliates and indemnifies BMP and its affiliates and related parties, in each case, in connection with the provision of such services under the support and services agreement.

DESCRIPTION OF OTHER INDEBTEDNESS

The following is a summary of the material terms of our principal financing arrangements after giving effect to the Refinancing Transactions. The following summaries do not purport to describe all of the applicable terms and conditions of such arrangements and are qualified in their entirety by reference to the actual agreements.

2027 Notes

Overview

On September 27, 2021, the Issuer issued €615,000,000 aggregate principal amount of euro denominated 4.500% Senior Secured Notes due 2027 (the “4.500% 2027 Notes”). The gross proceeds from the issuance of the 4.500% 2027 Notes were used to repay and cancel the Second Revolving Credit Facility, to redeem in full the U.S. dollar denominated notes and to redeem a portion of the 2023 Notes, each issued under the 2018 Indenture, and to pay expenses.

On November 9, 2022, the Issuer issued €425,000,000 aggregate principal amount of euro denominated 10.375% Senior Secured Notes due 2025 (the “10.375% 2027 Notes” and, together with the 4.500% 2027 Notes, the “2027 Notes”). The gross proceeds from the issuance of the 10.375% 2027 Notes were used to redeem a portion of the 2023 Notes issued under the 2018 Indenture and to pay expenses.

Interest Rate

The 4.500% 2027 Notes accrue interest at a rate of 4.500% per annum. Interest on the 4.500% 2027 Notes is payable semi-annually in arrear on each March 15 and September 15.

The 10.375% 2027 Notes accrue interest at a rate of 10.375% per annum. Interest on the 10.375% 2027 Notes is payable semi-annually in arrear on each March 15 and September 15.

Prepayments and Redemption

The 4.500% 2027 Notes may be redeemed in whole or in part at any time on or after September 15, 2023, at the established redemption prices. Prior to September 15, 2023, the 4.500% 2027 Notes may be redeemed, in whole or in part, at the Issuer’s option, at a redemption price equal to 100% of the principal amount of the 4.500% 2027 Notes, plus accrued and unpaid interest and additional amounts, if any, plus the applicable “make whole” premium. Prior to September 15, 2023, the Issuer will also be entitled, at its option, to redeem up to 40% of the aggregate principal amount of the 4.500% 2027 Notes (including additional notes of the same series) with the net cash proceeds from certain equity offerings at the established redemption price. In addition, at any time prior to September 15, 2023, the Issuer may, during each twelve month period commencing with the issue date of the 4.500% 2027 Notes, redeem up to 10% of the aggregate principal amount of the 4.500% 2027 Notes at a redemption price equal to 103% of the principal amount redeemed, plus accrued and unpaid interest and additional amounts, if any, to, but excluding, the date of redemption.

The 10.375% 2027 Notes may be redeemed in whole or in part at any time on or after November 9, 2024, at the established redemption prices. Prior to November 9, 2024, the 10.375% 2027 Notes may be redeemed, in whole or in part, at the Issuer’s option, at a redemption price equal to 100% of the principal amount of the 10.375% 2027 Notes, plus accrued and unpaid interest and additional amounts, if any, plus the applicable “make whole” premium. Prior to November 9, 2024, the Issuer will also be entitled, at its option, to redeem up to 40% of the aggregate principal amount of the 10.375% 2027 Notes (including additional notes of the same series) with the net cash proceeds from certain equity offerings at the established redemption price. In addition, at any time prior to November 9, 2024, the Issuer may, during each twelve month period commencing with the issue date of the 10.375% 2027 Notes, redeem up to 10% of the aggregate principal amount of the 10.375% 2027 Notes at a redemption price equal to 103% of the principal amount redeemed, plus accrued and unpaid interest and additional amounts, if any, to, but excluding, the date of redemption.

The Issuer may also redeem all, but not less than all, of the 4.500% 2027 Notes or the 10.375% 2027 Notes upon the occurrence of certain changes in applicable tax law that became effective after May 8, 2019.

Upon the occurrence of certain events constituting a change of control or upon the occurrence of certain asset sales, the Issuer may be required to make an offer to repurchase the 2027 Notes.

Guarantees

The Issuer’s obligations under the 2027 Notes are guaranteed on a senior secured basis by the same guarantors that guarantee the 2028 Notes and that will guarantee the New Notes offered hereby.

Security

The 2027 Notes are secured by the same collateral that secure the 2028 Notes and that will secure the New Notes offered hereby.

Certain Covenants and Events of Default

The 2019 Indenture contains a number of covenants which, among other things, restrict, subject to certain exceptions, our ability to:

- incur or guarantee additional indebtedness and issue certain preferred stock;
- pay dividends on, redeem capital stock and, in the case of restricted subsidiaries of the Company (other than the Issuer or a Guarantor) make certain investments;
- make certain other restricted payments;
- create or permit to exist certain liens;
- sell, lease or transfer certain assets;
- enter into arrangements that impose encumbrances or restrictions on the ability of the restricted subsidiaries to pay dividends or make other payments to the Issuer, the Company or its restricted subsidiaries that are Guarantors;
- enter into certain transactions with affiliates;
- merge or consolidate with other entities; and
- impair the security interests for the benefit of the holders of the 2027 Notes.

2028 Notes

Overview

On July 19, 2023, the Issuer issued (i) €375,000,000 aggregate principal amount of euro denominated 7.875% Senior Secured Notes due 2028 (the “2028 Fixed Rate Notes”) and (ii) €325,000,000 aggregate principal amount of euro denominated Floating Rate Senior Secured Notes due 2028 (the “2028 Floating Rate Notes” and, together with the 2028 Fixed Rate Notes, the “2028 Notes”). The gross proceeds from the issuance of the 2028 Notes were used to redeem in full the entire outstanding amount of the 2023 Notes issued under the 2018 Indenture, to redeem in full the entire outstanding amount of the 2025 Floating Rate Notes issued under the 2019 Indenture and to pay expenses.

Interest Rate

The 2028 Fixed Rate Notes accrue interest at a rate of 7.875% per annum. Interest on the 2028 Fixed Rate Notes is payable semi-annually in arrear on each April 30 and October 31.

The 2028 Floating Rate Notes accrue interest at a rate of three-month EURIBOR plus 450 basis points per annum, reset quarterly. Interest on the 2028 Floating Rate Notes is payable quarterly in arrear on each January 31, April 30, July 31 and October 31.

Prepayments and Redemption

The 2028 Fixed Rate Notes may be redeemed in whole or in part at any time on or after July 19, 2025, at the established redemption prices. Prior to July 19, 2025, the 2028 Fixed Rate Notes may be redeemed, in whole or in part, at the Issuer’s option, at a redemption price equal to 100% of the principal amount of the 2028 Fixed Rate Notes, plus accrued and unpaid interest and additional amounts, if any, plus the applicable “make whole” premium. Prior to July 19, 2025, the Issuer will also be entitled, at its option, to redeem up to 40% of the aggregate principal amount of the 2028 Fixed Rate Notes (including additional notes of the same series) with the net cash proceeds from certain equity offerings at the established redemption price. In addition, at any time prior to July 19, 2025, the Issuer may, during each twelve month period commencing with the issue date of the 2028 Fixed Rate Notes, redeem up to 10% of the aggregate principal amount of the 2028 Fixed Rate Notes at a redemption price equal to 103% of the principal amount redeemed, plus accrued and

unpaid interest and additional amounts, if any, to, but excluding, the date of redemption. The 2028 Floating Rate Notes may be redeemed in whole or in part at any time on or after July 19, 2024, at the established redemption prices. Prior to July 19, 2024, the 2028 Floating Rate Notes may be redeemed, in whole or in part, at the Issuer's option, at a redemption price equal to 100% of the principal amount of the 2028 Floating Rate Notes, plus accrued and unpaid interest and additional amounts, if any, plus the applicable "make whole" premium.

The Issuer may also redeem all, but not less than all, of the 2028 Notes upon the occurrence of certain changes in applicable tax law that became effective after July 5, 2023.

Upon the occurrence of certain events constituting a change of control or upon the occurrence of certain asset sales, the Issuer may be required to make an offer to repurchase the 2028 Notes.

Guarantees

The Issuer's obligations under the 2028 Notes are guaranteed on a senior secured basis by the same guarantors that guarantee the 2027 Notes and that will guarantee the New Notes offered hereby.

Security

The 2028 Notes are secured by the same collateral that secure the 2027 Notes and that will secure the New Notes offered hereby.

Certain Covenants and Events of Default

The Indenture contains a number of covenants which, among other things, restrict, subject to certain exceptions, our ability to:

- incur or guarantee additional indebtedness and issue certain preferred stock;
- pay dividends on, redeem capital stock and, in the case of restricted subsidiaries of the Company (other than the Issuer or a Guarantor) make certain investments;
- make certain other restricted payments;
- create or permit to exist certain liens;
- sell, lease or transfer certain assets;
- enter into arrangements that impose encumbrances or restrictions on the ability of the restricted subsidiaries to pay dividends or make other payments to the Issuer, the Company or its restricted subsidiaries that are Guarantors;
- enter into certain transactions with affiliates;
- merge or consolidate with other entities; and
- impair the security interests for the benefit of the holders of the 2028 Notes.

Senior Secured PIK Toggle Notes due 2025

Overview

On October 2, 2019, LHMC Finco 2 S.à r.l. ("*Finco 2*"), a parent company of the Issuer, issued €400,000,000 aggregate principal amount of euro denominated Senior Secured PIK Toggle Notes due 2025 (the "*PIK Notes*"). The gross proceeds from the issuance of the PIK Notes were used by Finco 2 to make a distribution to its shareholders and to pay fees and expenses. The PIK Notes were issued by Finco 2 and accordingly, the PIK Notes are outside the credit and banking group of the Notes offered hereby. As of September 30, 2023, the outstanding amount of the PIK Notes was €506,127,607.

Interest Rate

The PIK Notes accrue interest at a rate of 7.25%/8.00% per annum. Interest on the PIK Notes is payable semi-annually in arrear on each January 15 and July 15. The first and last interest payments on the PIK Notes will be made in

cash. For each other interest payment, interest on the PIK Notes shall be payable entirely in cash on each interest payment date, unless certain conditions are satisfied, in which case Finco 2 may, at its option, elect to pay interest for such interest period on a specified portion of the then outstanding principal amount of the PIK Notes by increasing the principal amount of the outstanding PIK Notes or by issuing additional PIK Notes in a principal amount equal to such interest. Cash interest on the PIK Notes will accrue at a rate of 7.25% per annum and PIK interest will accrue at a rate of 8.00% per annum.

Prepayments and Redemption

The PIK Notes may be redeemed in whole or in part at any time on or after April 2, 2021, at the established redemption prices. Prior to April 2, 2021, the PIK Notes may be redeemed, in whole or in part, at the option of Finco 2, at a redemption price equal to 100% of the principal amount of the PIK Notes, plus accrued and unpaid interest and additional amounts, if any, plus the applicable “make whole” premium.

Finco 2 may also redeem all, but not less than all, of the PIK Notes upon the occurrence of certain changes in applicable tax law that became effective after September 25, 2019.

Upon the occurrence of certain events constituting a change of control or upon the occurrence of certain asset sales, the Issuer may be required to make an offer to repurchase the PIK Notes.

Guarantees

The obligations of Finco 2 under the PIK Notes are not guaranteed.

Security

The PIK Notes are secured by a Luxembourg law governed share pledge over the entire issued share capital of LHMC Midco S.à r.l. held by Finco 2.

Certain Covenants and Events of Default

The PIK Indenture contains a number of covenants which, among other things, restrict, subject to certain exceptions, our ability to:

- incur or guarantee additional indebtedness and issue certain preferred stock;
- pay dividends on, redeem capital stock and, in the case of restricted subsidiaries of Finco 2 make certain investments;
- make certain other restricted payments;
- create or permit to exist certain liens;
- sell, lease or transfer certain assets;
- enter into arrangements that impose encumbrances or restrictions on the ability of the restricted subsidiaries to pay dividends or make other payments to Finco 2 or its restricted subsidiaries;
- enter into certain transactions with affiliates;
- merge or consolidate with other entities; and
- impair the security interests for the benefit of the holders of the PIK Notes.

Revolving Credit Facility

Overview and Structure

On June 22, 2018, the Company and the Issuer entered into a €200,000,000 Revolving Credit Facility Agreement, as amended on August 8, 2018, May 21, 2018 and June 12, 2020 and as amended and restated to be upsized to €275,000,000 on August 1, 2022, with, among others, Deutsche Bank AG, London Branch, as facility agent, Deutsche Bank Trust Company Americas as security agent, the Company and the Issuer, each as original borrower and original guarantor.

The Revolving Credit Facility Agreement comprises a Revolving Credit Facility which may be utilized by any current or future borrower thereunder in euro, pound sterling, U.S. dollar (in the case of pound sterling and U.S. dollars only, following amendments in respect of SONIA and CME Term SOFR, respectively) or any other currency which is readily available and freely convertible into euro or which has been approved by all the Lenders having a commitment under the Revolving Credit Facility, by the drawing of cash advances, the issuance of letters of credit and/or the establishment of ancillary facilities.

The Revolving Credit Facility may be used for (directly or indirectly) financing or refinancing the general corporate purposes and/or working capital requirements of the Group.

In addition, the Company may elect to request additional facilities, either as new facilities or additional tranches of the Revolving Credit Facility or to issue bonds, notes or term loans (each an “*Additional Facility*”). The Company and the lenders providing an Additional Facility may agree to certain terms applicable to such Additional Facility, including the margin, the termination date and the availability period (where relevant, subject to parameters as set out in the Revolving Credit Facility Agreement).

The Revolving Credit Facility may be utilized until the date falling one month prior to the relevant maturity date of the Revolving Credit Facility (see “—*Repayments*”).

Interest and Fees

Loans under the Revolving Credit Facility bear interest at rates per annum equal to EURIBOR, for loans denominated in euro, plus a margin which shall be subject to reduction in accordance with a ratchet linked to the senior secured first lien leverage ratio.

A Revolving Credit Facility letter of credit fee is payable at a rate of the margin applicable to the Revolving Credit Facility from time to time on the outstanding amount of each letter of credit issued under the Revolving Credit Facility for the period from the date of the issue of that letter of credit until its expiry date.

The margin applicable to an Additional Facility will be agreed between the Company and the lenders of that Additional Facility (subject to certain parameters set out in the Revolving Credit Facility Agreement).

A commitment fee is payable on the aggregate undrawn and uncanceled amount of the Revolving Credit Facility until the end of the availability period for the Revolving Credit Facility at a rate of 30% of the margin applicable to the Revolving Credit Facility from time to time. The commitment fee is payable quarterly in arrear during the relevant part of the availability period, on the last date of availability of the Revolving Credit Facility and on the date the Revolving Credit Facility is canceled in full or on the date on which a lender cancels its commitment thereunder.

Default interest is calculated as an additional 1% on the overdue amount. The Company is also required to pay customary agency fees to the facility agent and the security agent in connection with the Revolving Credit Facility.

Repayments

Each loan under the Revolving Credit Facility will be repaid on the last day of the interest period relating thereto, subject to a netting mechanism applicable to amounts being drawn on the same date.

All outstanding amounts under the Revolving Credit Facility will be repaid on its maturity date of December 15, 2026.

The termination date for a facility under an Additional Facility commitment is the date agreed between the Company and the relevant lenders, *provided* that it shall be no earlier than the maturity date for the Revolving Credit Facility. Amounts made available under the Revolving Credit Facility may be repaid and re-borrowed during the availability period for the facilities, subject to certain conditions.

Voluntary Prepayment and Mandatory Prepayment

The Revolving Credit Facility Agreement allows for voluntary prepayments (subject to minimum amounts). The Revolving Credit Facility Agreement also permits each lender to require the mandatory prepayment of all amounts due to that lender under the Revolving Credit Facility Agreement upon a Change of Control or illegality.

Guarantees

The Guarantors have (subject to certain limitations) provided guarantees of all amounts payable to the finance parties under the Revolving Credit Facility Agreement.

The Revolving Credit Facility Agreement requires that, if on the last day of a financial year of the Group, the guarantors represent less than 80% of the consolidated EBITDA of the Group (which shall exclude EBITDA of any member of the Group that is not required to become a guarantor by reason of the agreed security principles or which has negative EBITDA), within 120 days of the last permitted date for delivery of the annual financial statements for that financial year, subject to agreed security principles, additional restricted subsidiaries of the Company are required to become additional guarantors of the Revolving Credit Facility Agreement until the 80% guarantor coverage requirement is met. Furthermore, the Revolving Credit Facility Agreement requires that each subsidiary of the Company that is a material company (being a Restricted Subsidiary of the Company that has earnings before interest, tax, depreciation and amortization representing 5% or more of unconsolidated EBITDA of the Group tested with reference to the most recent annual financial statements) will be required, subject to agreed security principles, to become a guarantor under the Revolving Credit Facility Agreement within 120 days of the last permitted date for delivery of the annual financial statements for that financial year.

Security

The Revolving Credit Facility is secured by the same collateral that secures the 2027 Notes and that will secure the Notes offered hereby. In addition, any material subsidiary or other member of the Group which becomes a guarantor of the Revolving Credit Facility is required (subject to agreed security principles) to grant security over certain of its assets in favor of the security agent under the Revolving Credit Facility.

Under the terms of the Intercreditor Agreement, proceeds from the enforcement of the Collateral are required to be applied to repay indebtedness outstanding under the Revolving Credit Facility in priority to the 2027 Notes and the Notes.

Representations and Warranties

The Revolving Credit Facility Agreement contains certain customary representations and warranties (subject to certain exceptions and qualifications and with certain representations and warranties being repeated), including status and incorporation, binding obligations, non conflict with laws, constitutional documents or other binding obligations, power and authority, authorizations, governing law, insolvency, and no default, accounts, disputes, compliance with laws, environmental compliance, taxation, security and indebtedness, title to assets, shares, funding of pensions, maintenance of intellectual property, *pari passu* ranking, acquisition documents, centre of main interest, holding company status and maintenance of insurance.

Covenants

The Revolving Credit Facility Agreement contains certain of the incurrence covenants and related definitions (with certain adjustments) that are set forth in the 2019 Indenture and will be set forth in the Indenture. In addition, the Revolving Credit Facility Agreement contains a financial covenant (see “—*Financial Covenant*”).

The Revolving Credit Facility Agreement also requires certain members of the Group to observe certain affirmative covenants relating to access upon certain defaults, maintenance of authorizations, compliance with laws, *pari passu* ranking, maintenance of guarantor and security coverage and further assurances.

The Revolving Credit Facility Agreement contains an information covenant that is the same as that set forth in the 2019 Indenture and will be set forth in the Indenture, under which, among other things, the Issuer is required to deliver to the facility agent, annual financial statements, quarterly financial statements and compliance certificates.

Financial Covenant

The Revolving Credit Facility Agreement requires the Company to comply with a senior secured first lien leverage ratio on the last day of each period of twelve months ending on a quarter date (each a “*Relevant Period*”). The senior secured first lien leverage ratio on the last day of each Relevant Period shall not exceed 7.52:1. The financial covenant will not be tested nor required to be satisfied where the relevant utilizations under the Revolving Credit Facility on the relevant quarter date on which the Relevant Period ends do not exceed 40% of the total commitments under the Revolving Credit Facility. The Company is permitted to prevent or cure breaches of the financial covenant following receipt by the Group in cash of any new equity or permitted subordinated shareholder debt as if EBITDA for the Relevant Period shall be increased by the amount of that new equity or subordinated shareholder debt. No more than five equity cures may be taken into account during the term of the Revolving Credit Facility and different equity cure amounts may not be taken into account on more than two consecutive quarter end dates among any consecutive four quarter end dates. The Company may also cure breaches of the financial covenant by repaying utilizations under the Revolving Credit Facility to 40% or below

of the total commitments under the Revolving Credit Facility. Breaching the specified financial covenant will result only in a drawstop event, and not an event of default.

Events of Default

The Revolving Credit Facility Agreement contains events of default which are, with certain adjustments, the same as those applicable to the 2027 Notes and the Notes and set forth in the section entitled “*Description of the Notes—Events of Default and Remedies*.” In addition, the Revolving Credit Facility Agreement contains the following events of default (which are subject to certain materiality exceptions and cure periods):

- non-payment;
- inaccuracy of a representation or statement when made; and
- unlawfulness, repudiation, rescission, invalidity or unenforceability of the Revolving Credit Facility Agreement or any other finance documents entered into in connection with it.

Governing law

The Revolving Credit Facility Agreement is governed by English law.

Intercreditor Agreement

General

To establish the relative rights of certain of its creditors under its financing arrangements, the Company and the Issuer (together with any other entity which accedes to the Intercreditor Agreement as a debtor, the “*Debtors*”) are parties to the Intercreditor Agreement dated June 22, 2018, with, among others, Deutsche Bank AG, London Branch as the facility agent under the Revolving Credit Facility Agreement (the “*Agent*”), the Security Agent and Deutsche Trustee Company Limited, as trustee of the 2027 Notes and the Notes (the “*Trustee*”). For the purposes of this summary of the Intercreditor Agreement, (i) the Revolving Credit Facility and any other indebtedness that is permitted to be incurred on a *pari passu* basis with the Revolving Credit Facility are each known as a “*Senior Credit Facility*” and together known as the “*Senior Credit Facilities*,” (ii) the Revolving Credit Facility Agreement and any document evidencing any other indebtedness permitted to be incurred on a *pari passu* basis with the Revolving Credit Facility are each known as a “*Senior Credit Facilities Agreement*,” (iii) “*Notes*” means the 2027 Notes, the Notes offered hereby and any other notes, securities or instrument issued by a member of the Group which is notified to the Security Agent by the Company in writing as indebtedness to be treated as “*Senior Notes*” for the purposes of the Intercreditor Agreement, and (iv) “*Indenture*” means any indenture pursuant to which any of the Notes, as herein defined, are issued.

The Intercreditor Agreement is governed by English law and sets out, among other things, the relative ranking of certain indebtedness of the Debtors, the relative ranking of certain security granted by the collateral providers, when payments can be made in respect of certain debt of the Debtors, when Enforcement Action can be taken in respect of that indebtedness, the terms pursuant to which certain of that indebtedness will be subordinated upon the occurrence of certain insolvency events and turnover provisions.

The Intercreditor Agreement additionally provides for Hedge Counterparties and Operating Facility Lenders (each as defined herein) to receive guarantees and indemnities from the Debtors on substantially the same terms (including the relevant limitations) as such guarantees and indemnities are provided by the obligors to the finance parties under the Revolving Credit Facility Agreement.

Capitalized terms set forth and used in this section entitled “—*Intercreditor Agreement*” have the same meanings as set forth in the Intercreditor Agreement, which may have different meanings from the meanings given to such terms and used elsewhere in this Offering Memorandum.

Definitions

Unless otherwise defined below, the following defined terms are used in this summary of the Intercreditor Agreement:

“*Available Restricted Payment Amounts*” means, at any time, any amounts which any member of the Group may pay a Holding Company of the Company in accordance with the terms of the Revolving Credit Facility Agreement.

“*Creditors*” means the Senior Secured Creditors, the High Yield Creditors, the Senior Parent Creditors, the Hedge Counterparties, the intra-group lenders and the investors in the Group.

“*Debt Document*” means each Secured Debt Document, the security documents and any agreement evidencing the terms of the intra-group liabilities, investor liabilities and any other document designated as such by the Security Agent and the Company.

“*Enforcement Action*” means

- (a) in relation to any liabilities:
 - (i) the acceleration of any liabilities or the making of any declaration that any liabilities are prematurely due and payable (other than as a result of it becoming unlawful for a Senior Secured Creditor, a High Yield Creditor or a Senior Parent Creditor to perform its obligations under, or of any voluntary or mandatory prepayment arising under, any of the Debt Documents);
 - (ii) the making of any declaration that any liabilities are payable on demand;
 - (iii) the making of a demand in relation to a liability that is payable on demand;
 - (iv) the making of any demand against any member of the Group in relation to any guarantee liabilities of that member of the Group;
 - (v) the exercise of any right to require any member of the Group to acquire any liability (including exercising any put or call option against any member of the Group for the redemption or purchase of any liability but excluding any such right which arises as a result of the permitted debt purchase transactions provisions of the Revolving Credit Facilities Agreement (or any other similar or equivalent provision of any of the Secured Debt Documents) and/or any other acquisition of liabilities, acquisition or transaction which any member of the Group is not prohibited from entering into by the terms of the Secured Debt Documents and excluding any mandatory offer arising as a result of a change of control or asset sale or special redemption event under any escrow or similar arrangement (howsoever described) as set out in the Notes finance documents or the Senior Parent Notes finance documents (or any other similar or equivalent provision of any of the Secured Debt Documents);
 - (vi) the exercise of any right of set-off, account combination or payment netting against any member of the Group in respect of any liabilities other than the exercise of any such right:
 - (A) as close-out netting by a Hedge Counterparty or by a hedging ancillary lender;
 - (B) as payment netting by a Hedge Counterparty or by a hedging ancillary lender;
 - (C) as inter-hedging agreement netting by a Hedge Counterparty;
 - (D) as inter-hedging ancillary document netting by a hedging ancillary lender; and/or
 - (E) which is otherwise permitted by the terms of any of the Secured Debt Documents, in each case to the extent that the exercise of that right gives effect to a permitted payment; and
 - (vii) the suing for, commencing or joining of any legal or arbitration proceedings against any member of the Group to recover any liabilities;
- (b) the premature termination or close-out of any hedging transaction under any hedging agreement, save to the extent permitted by the Intercreditor Agreement;
- (c) the taking of any steps to enforce or require the enforcement of any security (including the crystallization of any floating charge forming part of the security);
- (d) the entry into any composition, compromise, assignment or similar arrangement with any member of the Group which owes any liabilities, or has given any security, guarantee or indemnity or other assurance against loss in respect of the liabilities (other than any action permitted under the Intercreditor Agreement

or any debt buy-back, tender offer, exchange offer or similar or equivalent arrangement not otherwise prohibited by the Debt Documents); or

- (e) the petitioning, applying or voting for, or the taking of any steps (including the appointment of any liquidator, receiver, examiner, administrator or similar officer) in relation to the winding up, dissolution, examinership, administration or reorganization of any member of the Group which owes any liabilities, or has given any security, guarantee, indemnity or other assurance against loss in respect of any of the liabilities, or any of such member of the Group's assets or any suspension of payments or moratorium of any indebtedness of any such member of the Group, or any analogous procedure or step in any jurisdiction;

except that the following shall not constitute Enforcement Action:

- (i) the taking of any action falling above which is necessary (but only to the extent necessary) to preserve the validity, existence or priority of claims in respect of liabilities, including the registration of such claims before any court or governmental authority and the bringing, supporting or joining of proceedings to prevent any loss of the right to bring, support or join proceedings by reason of applicable limitation periods; or
- (ii) a Senior Secured Creditor, a High Yield Creditor or a Senior Parent Creditor bringing legal proceedings against any person solely for the purpose of: (a) obtaining injunctive relief (or any analogous remedy outside England and Wales) to restrain any actual or putative breach of any Debt Document to which it is party, (b) obtaining specific performance (other than specific performance of an obligation to make a payment) with no claim for damages or (c) requesting judicial interpretation of any provision of any Debt Document to which it is party with no claim for damages; or
- (iii) bringing legal proceedings against any person in connection with any securities violation, securities or listing regulations or common law fraud; or
- (iv) to the extent entitled by law, the taking of any action against any creditor (or any agent, trustee or receiver acting on behalf of that creditor) to challenge the basis on which any sale or disposal is to take place pursuant to the powers granted to those persons under any relevant documentation; or
- (v) any person consenting to, or the taking of any other action pursuant to or in connection with, any merger, consolidation, reorganization or any other similar or equivalent step or transaction initiated or undertaken by a member of the Group (or any analogous procedure or step in any jurisdiction) that is not prohibited by the terms of the Secured Debt Documents to which it is a party.

"Final Discharge Date" means the later to occur of the Senior Discharge Date, the Permitted Second Lien Financing Discharge Date, the High Yield Discharge Date and the Senior Parent Discharge Date.

"First/Second Lien Discharge Date" means the later to occur of the Senior Discharge Date and the Permitted Second Lien Financing Discharge Date.

"Hedge Counterparty" means any person that executes or accedes to the Intercreditor Agreement as a Hedge Counterparty.

"Hedging Liabilities" means the liabilities owed by a Debtor to Hedge Counterparties in respect of certain hedging agreements.

"High Yield Credit Participation" means the principal amount of outstanding High Yield Notes liabilities held by that holder of High Yield Notes.

"High Yield Creditor" means the holders of the High Yield Notes and each High Yield Notes Trustee.

"High Yield Discharge Date" means the first date on which all High Yield Notes liabilities have been fully and finally discharged.

"High Yield Notes" means high yield notes, exchange notes, debt securities and/or other debt instruments issued by a High Yield Notes Issuer which are notified to the Security Agent by the Company in writing as indebtedness to be treated as "High Yield Notes" for the purposes of the Intercreditor Agreement, subject to certain requirements.

“High Yield Notes Issuer” means in relation to any High Yield Notes, the person which is the immediate Holding Company of the Company or any direct subsidiary of that Holding Company which is not a member of the Group.

“High Yield Notes Trustee” means any entity acting as trustee under any issue of High Yield Notes (to the extent it has acceded in such capacity to the Intercreditor Agreement in accordance with its terms) in each case as the context requires.

“Majority High Yield Creditors” means at any time, those High Yield Creditors whose High Yield Credit Participations at that time aggregate to more than 66²/₃% of the total aggregate amount of all High Yield Credit Participations at that time.

“Majority Permitted Second Lien Financing Creditors” means, in relation to any Permitted Second Lien Financing Debt, the requisite number or percentage of Permitted Second Lien Financing Creditors under the Permitted Second Lien Financing Agreement on whose instructions the Second Lien Creditor Representative is required to act in relation to the relevant matter.

“Majority Permitted Senior Financing Creditors” means, in relation to any Permitted Senior Financing Debt, the requisite number or percentage of Permitted Senior Financing Creditors under the Permitted Senior Financing Agreement on whose instructions the Senior Creditor Representative is required to act in relation to the relevant matter.

“Majority Second Lien Creditors” means, at any time those Permitted Second Lien Financing Creditors whose Second Lien Credit Participations at that time aggregate more than 66²/₃% of the Total Second Lien Credit Participations (as defined below).

“Majority Senior Lenders” means, at any time, subject to certain provisions of the Senior Credit Facilities Agreement, a Senior Lender or Senior Lenders commitments under each Senior Credit Facilities Agreement that aggregate at least 66²/₃% of the total commitments under each Senior Credit Facilities Agreement.

“Notes/Permitted Financing Credit Participations” means the aggregate of all senior secured credit participations at any time of the Notes Creditors and the Permitted Senior Financing Creditors.

“Notes Creditors” means the holders of the Notes and each trustee under any such issue of Notes.

“Operating Facility” means any facility or financial accommodation (including, without limitation, any overdraft or other current account facility, any foreign exchange facility, any guarantee, bonding, documentary or standby letter of credit facility, any credit card or automated payments facility, any short term loan facility any derivatives facility, any cash pooling arrangement or other cash facility) provided to a member of the Group by an Operating Facility Lender which is notified to the Security Agent by the Company in writing as a facility or financial accommodation to be treated as an “Operating Facility” for the purposes of the Intercreditor Agreement.

“Operating Facility Document” means, at the election of the Company, any document relating to or evidencing an Operating Facility.

“Operating Facility Lender” means any person that executes or accedes to the Intercreditor Agreement as an Operating Facility Lender, subject to certain requirements.

“Operating Facility Liabilities” means the liabilities owed by any Debtor to the Operating Facility Lenders under or in connection with the Operating Facility Documents.

“Permitted Parent Financing Agreement” means, in relation to any Permitted Parent Financing Debt, the facility agreement, indenture or other equivalent document by which that Permitted Parent Financing Debt is made available or, as the case may be, issued.

“Permitted Parent Financing Creditors” means, in relation to any Permitted Parent Financing Debt, each of the lenders, holders or other creditors in respect of that Permitted Parent Financing Debt from time to time (including the applicable Senior Parent Creditor Representative).

“Permitted Parent Financing Debt” means any indebtedness incurred by any member of the Group which is notified to the Security Agent by the Company in writing as indebtedness to be treated as “Permitted Parent Financing Debt” for the purposes of the Intercreditor Agreement, *provided* that (a) the incurrence of such indebtedness is not prohibited by the terms of the Secured Debt Documents (as defined herein) and (b) the providers of such indebtedness or the agent, trustee or other relevant representative in respect of that Permitted Parent Financing Debt have agreed to become a party to the Intercreditor Agreement in such capacity, in each case unless already a party in that capacity.

“Permitted Parent Financing Documents” means, in relation to any Permitted Parent Financing Debt, the Permitted Parent Financing Agreement, any fee letter entered into under or in connection with the Permitted Parent Financing Agreement and any other document or instrument relating to that Permitted Parent Financing Debt and designated as such by the Company and the Senior Parent Creditor Representative in respect of that Permitted Parent Financing Debt.

“Permitted Parent Financing Liabilities” means all liabilities of any Debtor to any Permitted Parent Financing Creditors under or in connection with the Permitted Parent Financing Documents.

“Permitted Second Lien Financing Agreement” means, in relation to any Permitted Second Lien Financing Debt, the facility agreement, indenture or other equivalent document by which that Permitted Second Lien Financing Debt is made available or, as the case may be, issued.

“Permitted Second Lien Financing Arranger Liabilities” means all liabilities of any Debtor to any arranger under or in connection with the Permitted Second Lien Financing Documents.

“Permitted Second Lien Financing Creditors” means, in relation to any Permitted Second Lien Financing Debt, each of the lenders, holders or other creditors in respect of that Permitted Second Lien Financing Debt from time to time (including the applicable Second Lien Creditor Representative).

“Permitted Second Lien Financing Debt” means any indebtedness incurred by a member of the Group which is notified to the Security Agent by the Company in writing as indebtedness to be treated as “Permitted Second Lien Financing Debt” for the purposes of the Intercreditor Agreement, *provided* that (a) the incurrence of such indebtedness is not prohibited by the terms of the Secured Debt Documents (as defined herein) and (b) the providers of such indebtedness or the agent, trustee or other relevant representative in respect of that Permitted Second Lien Financing Debt have agreed to become a party to the Intercreditor Agreement in such capacity, in each case unless already a party in that capacity.

“Permitted Second Lien Financing Discharge Date” means the first date on which the Permitted Second Lien Financing Liabilities have been fully and finally discharged, whether or not as the result of an enforcement, and the Permitted Second Lien Financing Creditors are under no further obligation to provide financial accommodation to any of the Debtors under any of the Permitted Second Lien Financing Documents.

“Permitted Second Lien Financing Documents” means, in relation to any Permitted Second Lien Financing Debt, the Permitted Second Lien Financing Agreement, any fee letter entered into under or in connection with the Permitted Second Lien Financing Agreement and any other document or instrument relating to that Permitted Second Lien Financing Debt and designated as such by the Company and the Second Lien Creditor Representative under that Permitted Second Lien Financing Debt.

“Permitted Second Lien Financing Liabilities” means all liabilities of any Debtor to any Permitted Second Lien Financing Creditor under or in connection with the Permitted Second Lien Financing Documents.

“Permitted Senior Financing Agreement” means, in relation to any Permitted Senior Financing Debt, the facility agreement, indenture or other equivalent document by which that Permitted Senior Financing Debt is made available or, as the case may be, issued.

“Permitted Senior Financing Creditors” means, in relation to any Permitted Senior Financing Debt, each of the lenders, holders or other creditors in respect of that Permitted Senior Financing Debt from time to time (including the applicable Senior Creditor Representative).

“Permitted Senior Financing Debt” means any indebtedness incurred by any member of the Group which is notified to the Security Agent by the Company in writing as indebtedness to be treated as “Permitted Senior Financing Debt” for the purposes of the Intercreditor Agreement *provided* that (a) the incurrence of such indebtedness is not prohibited by the terms of the Secured Debt Documents (as defined herein) and (b) the providers of such indebtedness or the agent, trustee or other relevant representative in respect of that Permitted Senior Financing Debt have agreed to become a party to the Intercreditor Agreement in each case to the extent not already a party in that capacity.

“Permitted Senior Financing Documents” means, in relation to any Permitted Senior Financing Debt, the Permitted Senior Financing Agreement, any fee letter entered into under or in connection with the Permitted Senior Financing Agreement and any other document or instrument relating to that Permitted Senior Financing Debt and designated as such by the Company and the Senior Creditor Representative under that Permitted Senior Financing Debt.

“Permitted Senior Financing Liabilities” means all liabilities of any Debtor to any Permitted Senior Financing Creditors under or in connection with the Permitted Senior Financing Documents.

“Primary Creditors” means the Senior Secured Creditors, the High Yield Creditors and the Senior Parent Creditors.

“Second Lien Agent Liabilities” means all liabilities owed by the Debtors to any Second Lien Creditor Representative under or in connection with Permitted Second Lien Financing Documents.

“Second Lien Borrower” means any member of the Group which is a borrower or issuer of any Permitted Second Lien Financing Debt.

“Second Lien Creditor Representative” means in relation to any Permitted Second Lien Financing Debt, the agent, trustee or other relevant representative in respect of that Permitted Second Lien Financing Debt.

“Second Lien Guarantor” means any member of the Group which provides a guarantee or other assurance against loss of any Permitted Second Lien Financing Debt.

“Secured Debt Documents” means the Senior Credit Facilities finance documents, the Notes finance documents, the Permitted Senior Financing Documents, the hedging agreements regulated by the Intercreditor Agreement, the Operating Facility finance documents, the Permitted Second Lien Financing Documents, the High Yield Notes finance documents, the Senior Parent Notes finance documents and/or the Permitted Parent Financing Documents.

“Secured Party” means the Security Agent, any receiver or delegate and each of the agents, the arrangers, the Senior Secured Creditors, the High Yield Creditors and the Senior Parent Creditors.

“Senior Agent Liabilities” means all liabilities owed by the Debtors to the Agent under or in connection with the Senior Credit Facilities finance documents.

“Senior Creditor Representative” means in relation to any Permitted Senior Financing Debt, the agent, trustee or other relevant representative in respect of that Permitted Senior Financing Debt.

“Senior Creditors” means the Senior Lenders and the Hedge Counterparties.

“Senior Debt Documents” means the Senior Credit Facilities finance documents, the Notes finance documents, the Permitted Senior Financing Documents and/or Permitted Second Lien Financing Documents.

“Senior Discharge Date” means the first date on which each of the Senior Creditor liabilities, the Notes liabilities and the Permitted Senior Financing Liabilities has been fully discharged.

“Senior Distress Event” means, following the occurrence of a senior acceleration event which is continuing, a Senior Agent (other than a Second Lien Creditor Representative) declares by written notice that a ‘senior distress event’ has occurred.

“Senior Lender” means each of the lenders, issuing banks and ancillary lenders under any Senior Credit Facilities Agreement.

“Senior Lender Liabilities” means the liabilities owed by the Debtors to the Senior Lenders under the Senior Credit Facilities finance documents.

“Senior Liabilities” means the Senior Lender Liabilities, the Hedging Liabilities, the Notes liabilities, Operating Facility Liabilities, the Permitted Senior Financing Liabilities and the Permitted Second Lien Financing Liabilities (as applicable).

“Senior Parent Creditors” means the Senior Parent Note holders, each trustee under any such issue of Senior Parent Notes and any Permitted Parent Financing Creditors.

“Senior Parent Creditor Representative” means in relation to any Permitted Parent Financing Debt, the agent, trustee or other relevant representative in respect of that Permitted Parent Financing Debt.

“Senior Parent Debt Issuer” means, in relation to any Senior Parent Notes or Permitted Parent Financing Debt, the member of the Group which is the issuer, or, as the case may be, the borrower of those Senior Parent Notes or that Permitted Parent Financing Debt, *provided* that no member of the Group which is:

- (a) an issuer or, as the case may be, a borrower of any outstanding senior term debt, outstanding Notes, outstanding Permitted Senior Financing Debt or outstanding Permitted Second Lien Financing Debt; or

- (b) a subsidiary of a member of the Group falling within paragraph (a) above (other than a subsidiary which is a financing vehicle),

may be a Senior Parent Debt Issuer.

“*Senior Parent Discharge Date*” means the first date on which each of the Senior Parent Notes Liabilities and the Permitted Parent Financing Liabilities has been fully discharged.

“*Senior Parent Notes*” means high yield notes, exchange notes, debt securities and/or other debt instruments issued by a Senior Parent Debt Issuer which are notified to the Security Agent by the Company in writing as indebtedness to be treated as “Senior Parent Notes” for the purposes of the Intercreditor Agreement.

“*Senior Parent Notes Liabilities*” means all liabilities owed by the Debtor to the Senior Parent Notes finance parties under any Senior Parent Notes finance documents (excluding any amounts owed to the Senior Parent Notes Trustee).

“*Senior Parent Notes Trustee*” means any entity acting as trustee under any issue of Senior Parent Notes (to the extent it has acceded in such capacity to the Intercreditor Agreement in accordance with its terms) in each case as the context requires.

“*Senior Secured Creditors*” means the Senior Creditors, the Notes Creditors, any Permitted Senior Financing Creditors and/or any Permitted Second Lien Financing Creditors.

“*Senior Secured Parties*” means the Secured Parties other than the High Yield Creditors and the Senior Parent Creditors.

“*Shared Security*” means any security granted in favor of the Senior Secured Parties which, at the election of the Company, is to secure all or any part of the High Yield Notes liabilities, the Senior Parent Notes Liabilities and/or Permitted Parent Financing Liabilities.

Debt Refinancing

The Intercreditor Agreement permits (subject to its terms) any of the liabilities under the Debt Documents to be refinanced, replaced, increased or otherwise restructured in whole or in part including by way of Permitted Senior Financing Debt, Permitted Second Lien Financing Debt and/or Permitted Parent Financing Debt or the issue of additional Notes and/or High Yield Notes or the establishment of new or additional Operating Facilities (each a “*Debt Refinancing*”).

Each party to the Intercreditor Agreement shall be required to enter into any amendment to or replacement of the then current Secured Debt Documents and/or take such other action as is required by the Company in order to facilitate such a Debt Refinancing including changes to, the taking of, or the release and retake of any guarantee or security, subject to certain conditions. At the option of the Company, a Debt Refinancing may be made available on a basis which is senior to, *pari passu* with or junior to any of the other liabilities, shall be entitled to benefit from all or any of the security, may be made available on a secured or unsecured basis (subject to certain restrictions) and may be effected in whole or in part by way of a debt exchange, non-cash rollover or other similar or equivalent transaction, in each case unless otherwise prohibited by the Debt Financing Agreements.

In the event of any refinancing or replacement of all or any part of the Senior Lender Liabilities (or any such refinancing or replacement indebtedness from time to time), the Company shall be entitled to require that the definition of Instructing Group is amended such that the relevant refinancing or replacement indebtedness is treated in the same manner as the Senior Credit Facilities (meaning that for the purpose of calculating the voting entitlement of any person, at the option of the Company all or any part of the relevant refinancing or replacement indebtedness may be treated as Senior Secured Credit Participations of the Senior Creditors and not Notes/Permitted Financing Credit Participations).

Ranking and Priority

Priority of Debts

Subject to the provisions set out in the caption “—*High Yield Notes, Senior Parent Liabilities and Security*” below, the Intercreditor Agreement provides that the liabilities owed by the Debtors (other than any Senior Parent Debt Issuer to the extent relating to liabilities in respect of Senior Parent Notes and/or Permitted Parent Financing Debt where that Senior Parent Debt Issuer is the issuer or the borrower) to the Primary Creditors and the Operating Facility Lenders shall rank in right and priority of payment in the following order and are postponed and subordinated to any prior ranking liabilities as follows:

- (a) first, the Senior Lender Liabilities, the Notes liabilities, the Permitted Senior Financing Liabilities, the Hedging Liabilities, the Operating Facility Liabilities, the Permitted Second Lien Financing Liabilities, the Senior Arranger Liabilities, the Permitted Second Lien Financing Arranger Liabilities, the Senior Agent Liabilities, the Second Lien Agent Liabilities, amounts due to the Trustee, amounts due to the High Yield Notes Trustee and amounts due to the Senior Parent Notes Trustee *pari passu* and without any preference among them; and
- (b) second, the High Yield Notes liabilities, the Senior Parent Notes Liabilities and the Permitted Parent Financing Liabilities *pari passu* and without any preference among them.

The liabilities owed by any Senior Parent Debt Issuer (to the extent relating to liabilities in respect of Senior Parent Notes and/or Permitted Parent Financing Debt where that Senior Parent Debt Issuer is the issuer or the borrower) to the Primary Creditors and the Operating Facility Lenders shall rank *pari passu* in right and priority of payment without any preference among them.

Priority of Security

The Intercreditor Agreement provides that the security provided by a member of the Group shall secure the liabilities (but only to the extent that such security is expressed to secure those liabilities) in the following order:

- (a) first, the Senior Lender Liabilities, the Notes Liabilities, the Permitted Senior Financing Liabilities, the Hedging Liabilities, the Operating Facility Liabilities, the Senior Arranger Liabilities, the Senior Agent Liabilities, the Second Lien Agent Liabilities, amounts due to the Trustee, amounts due to the High Yield Notes Trustee and amounts due to the Senior Parent Notes Trustee *pari passu* and without any preference among them;
- (b) second, the Permitted Second Lien Financing Liabilities and the Permitted Second Lien Financing Arranger Liabilities *pari passu* and without any preference among them; and
- (c) third (to the extent of any Shared Security), the High Yield Notes liabilities, the Senior Parent Notes Liabilities and the Permitted Parent Financing Liabilities *pari passu* and without any preference among them.

High Yield Notes, Senior Parent Liabilities and Security

The High Yield Notes liabilities owed by a High Yield Notes Issuer are senior obligations of that High Yield Notes Issuer. Notwithstanding the preceding sentence, until the First/Second Lien Discharge Date, the High Yield Notes Creditors may not take any steps to appropriate the assets of a member of the Group subject to the security documents in connection with any Enforcement Action, other than as expressly permitted by the Intercreditor Agreement. For the avoidance of doubt, this paragraph shall not impair the right of the High Yield Notes Creditors to institute suit for the recovery of any payment due by a High Yield Notes Issuer in respect of the High Yield Notes liabilities.

The Senior Parent Notes Liabilities and the Permitted Parent Financing Liabilities owed by a Senior Parent Debt Issuer (to the extent relating to liabilities in respect of Senior Parent Notes and/or Permitted Parent Financing Debt where that Senior Parent Debt Issuer is the issuer or, as the case may be, the borrower) are senior obligations of that Senior Parent Debt Issuer. Notwithstanding the preceding sentence, until the First/Second Lien Discharge Date, the Senior Parent Notes Creditors and the Permitted Parent Financing Creditors may not take any steps subject to the security documents in connection with any Enforcement Action, other than as expressly permitted by the Intercreditor Agreement.

For the avoidance of doubt, this paragraph shall not impair the right of the Senior Parent Notes Creditors and/or the Permitted Parent Financing Creditors to institute suit for the recovery of any payment due by a Senior Parent Debt Issuer in respect of the Senior Parent Notes Liabilities and/or the Permitted Parent Financing Liabilities (in each case to the extent relating to liabilities in respect of Senior Parent Notes and/or Permitted Parent Financing Debt where that Senior Parent Debt Issuer is the issuer or, as the case may be, the borrower).

Intra-Group Liabilities and Investor Liabilities

The Intercreditor Agreement provides that the intra-group liabilities and the liabilities of the Group to an investor are postponed and subordinated to the liabilities owed by the Debtors to the Primary Creditors and the Operating Facility Lenders, but does not purport to rank any of those liabilities as between themselves.

Except in certain circumstances following the occurrence of an Insolvency Event in relation to any relevant member of the Group which has incurred investor liabilities, members of the Group are not permitted to make payments of investor liabilities to the extent prohibited by the Debt Financing Agreements until after the Final Discharge Date.

Additional and/or Refinancing Debt

The Creditors and the Operating Facility Lenders acknowledge in the Intercreditor Agreement that the Debtors (or any of them) may wish to incur incremental borrowing liabilities (including guarantees of such liabilities) or refinance or replace borrowing liabilities (including incurring guarantee liabilities in respect of such refinancing or replacement). Such liabilities are intended to rank *pari passu* with any other liabilities and/or share *pari passu* in any security and/or to rank behind any other liabilities and/or to share in any security behind any such other liabilities and/or in the case of the Notes and any credit facilities liabilities, share senior in any security.

The Creditors and the Operating Facility Lenders undertake in the Intercreditor Agreement (at the cost of the Debtors) to co-operate with the Company and the Debtors with a view to enabling and facilitating such financing, refinancing or replacement and such sharing in the security (provided it is not prohibited by the terms of the Debt Financing Agreements at such time) to take place in a timely manner. In particular, but without limitation, each of the secured parties authorizes and directs each of its respective agents and the Security Agent to execute any amendment to or replacement of the Intercreditor Agreement and such other Debt Documents and/or (subject to certain pre-conditions) release and retake of security required by the Company to reflect, enable and/or facilitate any such arrangements.

Restrictions Relating to Senior Secured Liabilities

The Company and the Debtors may make payments of the senior secured liabilities at any time.

The Intercreditor Agreement provides that the Senior Secured Creditors, the Operating Facility Lenders, the Company and the Debtors may at any time amend or waive the terms of the finance documents in relation to the Senior Credit Facilities, the Notes, the Permitted Senior Financing Debt, Permitted Second Lien Financing Debt and/or any Operating Facility in accordance with their respective terms from time to time (and subject only to any consent required under them).

Security and Guarantees: Senior Secured Creditors

The Senior Secured Creditors and the Operating Facility Lenders may take, accept or receive the benefit of:

- (a) any security from any member of the Group in respect of any of the Senior Liabilities in addition to the shared security *provided* that, to the extent legally possible and subject to certain agreed security principles:
 - (i) the security provider becomes party to the Intercreditor Agreement as a Debtor (if not already a party in that capacity);
 - (ii) all amounts actually received or recovered by any Senior Secured Creditor or Operating Facility Lender with respect to any such security shall immediately be paid to the Security Agent and applied in accordance with the provisions set out under the caption “—*Application of Proceeds*;” and
 - (iii) any such security may only be enforced in accordance with the provisions set out under the caption “—*Manner of Enforcement—Security Held by Other Creditors*;”
- (b) any guarantee, indemnity or other assurance against loss from any member of the Group regarding any of the Senior Liabilities in addition to those in:
 - (i) any Senior Credit Facilities Agreement, any Indenture, any Permitted Senior Financing Document, any Permitted Second Lien Financing Document or any Operating Facility Document;
 - (ii) the Intercreditor Agreement; or
 - (iii) any guarantee, indemnity or other assurance against loss in respect of any of the liabilities, the benefit of which (however conferred) is, to the extent legally possible and subject to certain agreed security principles, given to, or expressed to be given to, all the senior secured parties in respect of their senior secured liabilities,

provided that (except for any guarantee, indemnity or other assurance against loss permitted to be given to any ancillary lender or issuing bank), to the extent legally possible, and subject to certain agreed security principles,

- (A) the guarantee provider becomes party to the Intercreditor Agreement as a Debtor (if not already a party in that capacity); and
 - (B) such guarantee, indemnity or assurance against loss is expressed to be subject to the Intercreditor Agreement;
- (c) any security, guarantee, indemnity or other assurance against loss from any member of the Group in connection with:
- (i) any escrow or similar or equivalent arrangements entered into in respect of amounts which are being held (or will be held) by a person which is not a member of the Group prior to release of those amounts to a member of the Group; or
 - (ii) any actual or proposed defeasance, redemption, prepayment, repayment, purchase or other discharge of any Senior Lender Liabilities, Operating Facility Liabilities, Notes liabilities, Permitted Senior Financing Liabilities and/or Permitted Second Lien Financing Liabilities (in each case *provided* that such defeasance, redemption, prepayment, repayment, purchase or other discharge is not prohibited by the terms of this Agreement).

Restriction on Enforcement: Senior Lenders, Operating Facility Lenders, Notes Creditors and Permitted Senior Financing Creditors.

The Intercreditor Agreement provides that no Senior Lender, Operating Facility Lender, Notes Creditor or Permitted Senior Financing Creditor may take Enforcement Action referred to in paragraphs (c) and (e) of that definition without the prior written consent of an Instructing Group (as defined herein) other than as described under the caption “—*Enforcement of Security*” below.

Notwithstanding the above restriction or anything to the contrary in the Intercreditor Agreement, after the occurrence of certain specified insolvency events (each an “*Insolvency Event*”) in relation to the Company or a Debtor, each Senior Lender, Operating Facility Lender, Notes Creditor and/or Permitted Senior Financing Creditor may, to the extent it is permitted to do so under the relevant Debt Documents, take Enforcement Action referred to in paragraph (e) of that definition and/or claim in the winding up, dissolution, administration, reorganization or similar insolvency event or process in relation to that Debtor for liabilities owing to it (*provided* that no Senior Secured Creditor or Operating Facility Lender may direct the Security Agent to enforce the common security in any manner).

Option to Purchase: Notes Creditors and Permitted Senior Financing Creditors

Notes Creditors holding at least a simple majority of the Notes liabilities or Permitted Senior Financing Creditors holding at least a simple majority of the Permitted Senior Financing Liabilities (the “*Senior Secured Acquiring Creditors*”) may, after the occurrence of an acceleration event which is continuing, by giving not less than ten (10) days’ notice to the Security Agent (with the first notice to prevail in the event that more than one set of Creditors serves such a notice), require the transfer to them (or to a nominee or nominees), in accordance with the applicable transfer provisions of the Intercreditor Agreement, of all, but not part, of the rights, benefits and obligations in respect of the Senior Lender Liabilities and the Operating Facility Liabilities (a “*Senior Liabilities Transfer*”) subject to satisfaction of the conditions to doing so set out in the Intercreditor Agreement.

Subject to the Intercreditor Agreement, the Senior Secured Acquiring Creditors may only require a Senior Liabilities Transfer if, at the same time, they require a transfer of the hedging liabilities in accordance with the Intercreditor Agreement and if, for any reason, such transfer cannot be made in accordance with the Intercreditor Agreement, no Senior Liabilities Transfer may be required to be made.

At the request of a Senior Agent (on behalf of the Senior Secured Acquiring Creditors), the Agent, the Hedge Counterparties and the Operating Facility Lenders shall notify that Senior Agent of the foregoing payable sums in connection with such transfer.

Instructing Group

The term “*Instructing Group*” means at any time

- (a) prior to the Senior Discharge Date:
 - (i) in relation to any instructions to the Security Agent in connection with paragraphs (c) or (e) of the definition of Enforcement Action:
 - (A) those Senior Secured Creditors (other than the Senior Creditors and the Permitted Second Lien Financing Creditors) whose Senior Secured Credit Participations at that time aggregate to more than $66\frac{2}{3}\%$ of the aggregate Senior Secured Credit Participations of the Notes Creditors and the Permitted Senior Financing Creditors at that time; and/or
 - (B) prior to the Senior Lender Discharge Date, the Majority Senior Creditors,

in each case as applicable in accordance with the provisions set out under the caption “—*Consultation Period*,” or
 - (ii) in relation to any other matter:
 - (A) those Senior Secured Creditors (other than the Senior Creditors and the Permitted Second Lien Financing Creditors) whose Senior Secured Credit Participations at that time aggregate to more than $66\frac{2}{3}\%$ of the aggregate Senior Secured Credit Participations of the Notes Creditors and the Permitted Senior Financing Creditors at that time; and/or
 - (B) prior to the Senior Lender Discharge Date, the Majority Senior Creditors;
- (b) on or after the Senior Discharge Date but before the Permitted Second Lien Financing Discharge Date, and subject—always to the provisions set out under the caption “—*Restrictions on Enforcement by Permitted Second Lien Financing Creditors*,” those Permitted Second Lien Financing Creditors whose Second Lien Credit Participations at that time aggregate to more than $66\frac{2}{3}\%$ of the Total Second Lien Credit Participations at that time; and
- (c) on or after the First/Second Lien Discharge Date but before the Senior Parent Discharge Date and the High Yield Discharge Date, and subject—always to the provisions set out under the caption “—*Restrictions on Enforcement by Senior Parent Creditors*,” the Majority High Yield Creditors or the Majority Senior Parent Creditors.

In this definition of “*Instructing Group*”:

“*Majority Senior Creditors*” means, at any time, those Senior Creditors whose Senior Credit Participations at that time aggregate more than $66\frac{2}{3}\%$ of the total aggregate amount of all Senior Credit Participations at the time.

“*Majority Senior Parent Creditors*” means, at any time, those Senior Parent Creditors whose Senior Parent Credit Participations at that time aggregate to more than $66\frac{2}{3}\%$ of the total aggregate amount of all Senior Parent Credit Participations at that time.

“*Second Lien Credit Participations*” means in relation to a Permitted Second Lien Financing Creditor, the aggregate amount of its commitments under each Permitted Second Lien Financing Agreement (drawn or undrawn) and/or the principal amount of outstanding Permitted Second Lien Financing Debt held by that Permitted Second Lien Financing Creditor (as applicable and without double counting).

“*Senior Credit Participations*” means, in relation to a Senior Creditor, its aggregate commitments under any Senior Credit Facilities Agreement and its participation in relation to hedging agreements.

“*Senior Lender Discharge Date*” means the first date on which all Senior Lender Liabilities have been fully and finally discharged, whether or not as the result of an enforcement, and the Senior Lenders are under no further obligation to provide financial accommodation to any of the Debtors under any of the Senior Credit Facilities finance documents.

“*Senior Parent Credit Participation*” means:

- (a) in relation to a Senior Parent Note holder, the principal amount of outstanding Senior Parent Notes Liabilities held by that Senior Parent Note holder; and

- (b) in relation to a Permitted Parent Financing Creditor, the aggregate amount of its commitments under each Permitted Parent Financing Agreement (drawn or undrawn and calculated in a manner consistent with the senior commitments) and/or the principal amount of outstanding Permitted Parent Financing Debt held by that Permitted Parent Financing Creditor (as applicable and without double counting).

“*Senior Secured Credit Participation*” means:

- (a) in relation to a Senior Creditor, its Senior Credit Participation in relation to any Senior Credit Facilities Agreement and the hedging agreements only;
- (b) in relation to a holder of the Notes, the principal amount of outstanding Notes liabilities held by that holder of the Notes; and
- (c) in relation to a Permitted Senior Financing Creditor, the aggregate amount of its commitments under each Permitted Senior Financing Agreement (drawn or undrawn and calculated in a manner consistent with the senior commitments) and/or the principal amount of outstanding Permitted Senior Financing Debt held by that Permitted Senior Financing Creditor (as applicable and without double counting).

“*Total Second Lien Credit Participations*” means the aggregate of all Second Lien Credit Participations at any time.

Restrictions Relating to Permitted Second Lien Financing Creditors and Permitted Second Lien Financing Liabilities

Restriction on Payment and Dealings

The Intercreditor Agreement provides that, until the Senior Discharge Date, no Debtor shall (and the Company shall ensure that no member of the Group will) make any payment of, or exercise any set-off against, the Permitted Second Lien Financing Liabilities at any time unless:

- (a) that payment or set-off is permitted by the provisions set out below under the captions “—*Permitted Second Lien Financing Liabilities Payments*,” the fourth paragraph under the caption “—*Effect of Insolvency Event; Filing of Claims*” or by a refinancing of the Permitted Second Lien Financing Debt as permitted by the Intercreditor Agreement; or
- (b) the taking or receipt of that payment or exercise of that set-off is permitted by the provisions set out below under the caption “—*Permitted Second Lien Enforcement*.”

Permitted Second Lien Financing Liabilities Payments

Prior to the Senior Discharge Date, any member of the Group may, directly or indirectly, make payments with respect to the Permitted Second Lien Financing Liabilities at any time:

- (a) if:
 - (i) the payment is of:
 - (A) any of the principal amount of the Permitted Second Lien Financing Liabilities which is either (1) not prohibited from being paid by any Senior Credit Facilities Agreement, any Indenture, any Permitted Senior Financing Agreement or any Permitted Second Lien Financing Agreement; or (2) paid on or after the final maturity date of the relevant Permitted Second Lien Financing Liabilities (subject to certain conditions); or
 - (B) any other amount which is not an amount of principal or capitalized interest;
 - (ii) no Second Lien Payment Stop Notice (as defined below) is outstanding; and
 - (iii) no payment default under the Senior Credit Facilities finance documents, the Notes finance documents or any Permitted Senior Financing Documents (the “*Senior Payment Default*”) has occurred and is continuing;
- (b) if the Majority Senior Lenders, the Trustee and the Majority Permitted Senior Financing Creditors or the Creditor Representative in respect of that Permitted Senior Financing Debt (as applicable) (the “*Required Senior Consent*”) give prior consent to that payment being made; or

- (c) if the payment is of Second Lien Agent Liabilities;
- (d) of any costs and expenses of any holder of security in relation to protection, preservation or enforcement of such security;
- (e) of costs, commissions, taxes, fees and expenses incurred in respect of or in relation to (or reasonably incidental to) any of the Permitted Second Lien Financing Documents (including in relation to any reporting or listing requirements under such documents);
- (f) if the payment is funded directly or indirectly with Permitted Second Lien Financing Debt, Permitted Parent Financing Debt and/or the proceeds of any indebtedness incurred under or pursuant to any Permitted Second Lien Financing Document, High Yield Notes and/or Senior Parent Notes;
- (g) if the payment is funded directly or indirectly with the proceeds of an equity contribution or Available Restricted Payment Amounts; or
- (h) of any other amount not exceeding €5,000,000 (or its equivalent) in aggregate in any financial year of the Company *provided* that any such amount not so applied may be carried forward and utilized in the subsequent financial year.

On or after the Senior Discharge Date, the Debtors may make payments to the Permitted Second Lien Financing Creditors in respect of the Permitted Second Lien Financing Liabilities in accordance with the terms of the Permitted Second Lien Financing Documents, as applicable.

Payment Blockage Provisions—Restrictions on Enforcement by Permitted Second Lien Financing Creditors

Until the Senior Discharge Date, except with the Required Senior Consent, no Debtor shall make (and the Company shall procure that no other member of the Group shall make), and no Permitted Second Lien Financing Creditor may receive from any other member of the Group, any payment with respect to the Permitted Second Lien Financing Liabilities then due in accordance with Permitted Second Lien Financing Documents (other than, for the avoidance of doubt, a roll-up or capitalization of any amount and Second Lien Agent Liabilities, and payments permitted under (b) to (f) under the caption “—*Permitted Second Lien Financing Liabilities Payments*”) if:

- (a) a Senior Payment Default is continuing; or
- (b) an insolvency event of default under any Senior Credit Facilities Agreement, any Indenture and/or any Permitted Senior Financing Agreement (a “*Material Event of Default*”) is continuing, from the date which is one Business Day after the date on which any of the Agent, the Trustee and any Senior Creditor Representative (together, the “*Senior Agents*”) delivers a notice (a “*Second Lien Payment Stop Notice*”) specifying the event or circumstance in relation to that Material Event of Default to the Company, the Security Agent, the High Yield Notes Trustee, the Senior Parent Notes Trustee and any Senior Parent Creditor Representative until the earliest of:
 - (i) the date falling 120 days after delivery of that Second Lien Payment Stop Notice;
 - (ii) in relation to payments of Permitted Second Lien Financing Liabilities, if a Second Lien Standstill Period is in effect at any time after delivery of that Second Lien Payment Stop Notice, the date on which that Second Lien Standstill Period expires;
 - (iii) the date on which the relevant Material Event of Default has been remedied or waived in accordance with any Senior Credit Facilities Agreement, any Indenture or any Permitted Senior Financing Agreement (as applicable);
 - (iv) the date on which the Senior Agent which delivered the relevant Second Lien Payment Stop Notice delivers a notice to the Company, the Security Agent and the Second Lien Agents cancelling the Second Lien Payment Stop Notice;
 - (v) the Senior Discharge Date; and
 - (vi) the date on which the Security Agent or a Second Lien Agent takes Enforcement Action permitted under the Intercreditor Agreement against a Debtor.

Unless each of the Second Lien Agents waives this requirement, (i) a new Second Lien Payment Stop Notice may not be delivered unless and until 360 days have elapsed since the delivery of the immediately prior Second Lien Payment Stop Notice; and (ii) no Second Lien Payment Stop Notice may be delivered by a Senior Agent in reliance on a Material Event of Default more than 45 days after the date that Senior Agent received notice of that Material Event of Default.

The Senior Agents may only serve one Second Lien Payment Stop Notice with respect to the same event or set of circumstances. Subject to the immediately preceding paragraph, this shall not affect the right of the Agents to issue a Second Lien Payment Stop Notice in respect of any other event or set of circumstances. No Second Lien Payment Stop Notice may be served by an Agent in respect of a Material Event of Default which had been notified to the Agents at the time at which an earlier Second Lien Payment Stop Notice was issued.

Any failure to make a payment due under the Permitted Second Lien Financing Documents as a result of the issue of a Second Lien Payment Stop Notice or the occurrence of a Senior Payment Default shall not prevent (i) the occurrence of an Event of Default (as defined under a Permitted Second Lien Financing Agreement) as a consequence of that failure to make a payment in relation to the relevant Second Lien Debt Document; or (ii) the issue of a Second Lien Enforcement Notice on behalf of the Permitted Second Lien Financing Creditors.

Payment Obligations and Capitalization of Interest Continue

No Debtor shall be released from the liability to make any payment (including of default interest, which shall continue to accrue) under any Permitted Second Lien Financing Document by the operation of the provisions set out under each section above under the caption “—*Restrictions Relating to Permitted Second Lien Financing Creditors and Permitted Second Lien Financing Liabilities*,” even if its obligation to make such payment is restricted at any time by the terms of any of those provisions.

The accrual and capitalization of interest (if any) in accordance with the Permitted Second Lien Financing Documents shall continue notwithstanding the issue of a Second Lien Payment Stop Notice.

Cure of Payment Stop—Permitted Second Lien Financing Creditors

If:

- (a) at any time following the issue of a Second Lien Payment Stop Notice or the occurrence of a Senior Payment Default, that Second Lien Payment Stop Notice ceases to be outstanding and/or, as the case may be, the Senior Payment Default ceases to be continuing; and
- (b) any Debtor then promptly pays to the Permitted Second Lien Financing Creditors an amount equal to any payments which had accrued under the Permitted Second Lien Financing Documents and which would have been payments under Permitted Second Lien Financing Documents but for that Second Lien Payment Stop Notice or Senior Payment Default, then any Event of Default (including any cross-default or similar provision under any other Debt Document) which may have occurred as a result of that suspension of payments shall be waived and any Second Lien Enforcement Notice which may have been issued as a result of that Event of Default shall be waived, in each case without any further action being required on the part of the Permitted Second Lien Financing Creditors or any other Creditor or Operating Facility Lender.

Restrictions on Enforcement by Permitted Second Lien Financing Creditor

Until the Senior Discharge Date, except with the prior consent of or as required by an Instructing Group:

- (a) no Permitted Second Lien Financing Creditor shall direct the Security Agent to enforce or otherwise require the enforcement of any security; and
- (b) no Permitted Second Lien Financing Creditor shall take or require the taking of any Enforcement Action in relation to the Permitted Second Lien Financing Liabilities,

except as permitted under the provisions set out below under the caption “—*Permitted Second Lien Enforcement*” below; *provided, however*, that no such action required by the Security Agent need be taken except to the extent the Security Agent is otherwise entitled under the Intercreditor Agreement to direct such action.

Permitted Second Lien Enforcement

Subject to the provisions set out under the caption “—*Enforcement on behalf of Permitted Second Lien Financing Creditors*,” the restrictions set out under the caption “—*Payment Blockage Provisions—Restrictions on Enforcement by Permitted Second Lien Financing Creditors*” above will not apply if:

- (a) an Event of Default (as defined under a Second Lien Financing Agreement, a “*Second Lien Event of Default*”) (the “*Relevant Second Lien Default*”) is continuing;
- (b) each Senior Agent has received a notice of the Relevant Second Lien Default specifying the event or circumstance in relation to the Relevant Second Lien Default from the relevant Second Lien Agent;
- (c) a Second Lien Standstill Period (as defined below) has elapsed; and
- (d) the Relevant Second Lien Default is continuing at the end of the relevant Second Lien Standstill Period.

Promptly upon becoming aware of a Second Lien Event of Default, the relevant Second Lien Agent may by notice (a “*Second Lien Enforcement Notice*”) in writing notify the Senior Agents of the existence of such Second Lien Event of Default.

Second Lien Standstill Periods

In relation to a Relevant Second Lien Default, a Second Lien Standstill Period shall mean the period (the “*Second Lien Standstill Period*”) beginning on the date (the “*Second Lien Standstill Start Date*”) the relevant Senior Agent serves a Second Lien Enforcement Notice on each of the Senior Agents in respect of such Second Lien Event of Default and ending on the earlier to occur of:

- (a) the date falling 120 days after the Second Lien Standstill Start Date;
- (b) the date the Senior Secured Parties (other than the Permitted Second Lien Financing Creditors) take any Enforcement Action in relation to a particular Second Lien Borrower or Second Lien Guarantor; *provided, however*, that if a Second Lien Standstill Period ends pursuant to this paragraph, the Permitted Second Lien Financing Creditors may only take the same Enforcement Action in relation to the relevant Second Lien Borrower or Second Lien Guarantor as the Enforcement Action taken by the Senior Secured Parties (other than the Permitted Second Lien Financing Creditors) against such Second Lien Borrower or Second Lien Guarantor and not against any other member of the Group;
- (c) the date of an Insolvency Event in relation to the relevant Second Lien Borrower or a particular Second Lien Guarantor against whom Enforcement Action is to be taken;
- (d) the expiry of any other Second Lien Standstill Period outstanding at the date such first-mentioned Second Lien Standstill Period commenced (unless that expiry occurs as a result of a cure, waiver or other permitted remedy);
- (e) the date on which the consent of each of the Agent (acting on the instructions of the Majority Senior Lenders), the Trustee (acting on behalf of the holders of the Notes) and any Senior Creditor Representative (acting on the instructions the Majority Permitted Senior Financing Creditors) has been obtained; and
- (f) a failure to pay the principal amount outstanding under any Permitted Second Lien Financing Debt, as the case may be, at the final stated maturity of the amounts outstanding on that Permitted Second Lien Financing Debt, as the case may be (*provided* that, unless the Senior Lender Discharge Date has occurred or as otherwise agreed by the Majority Senior Lenders and the Company, such final stated maturity does not fall on a date prior to the date falling one month after the original maturity date of the original Notes).

Subsequent Second Lien Facility Defaults

The Permitted Second Lien Financing Creditors may take Enforcement Action under the provisions set out in caption “—*Permitted Second Lien Enforcement*” in relation to a Relevant Second Lien Default even if, at the end of any relevant Second Lien Standstill Period or at any later time, a further Second Lien Standstill Period has begun as a result of any other Second Lien Event of Default.

Enforcement on Behalf of Permitted Second Lien Financing Creditors

If the Security Agent has notified the Second Lien Agent(s) that it is enforcing security created pursuant to any security document over shares of a Second Lien Borrower or a Second Lien Guarantor, no Permitted Second Lien Financing Creditor may take any action referred to under the provisions set out under the caption “—*Permitted Second Lien Enforcement*” against that Second Lien Borrower or Second Lien Guarantor (or any Subsidiary of that Second Lien Borrower or Second Lien Guarantor) while the Security Agent is taking steps to enforce that Security in accordance with the instructions of an Instructing Group where such action might be reasonably likely to adversely affect such enforcement or the amount of proceeds to be derived therefrom.

Option to Purchase: Permitted Second Lien Financing Creditors

Subject to the following paragraphs, any of the Second Lien Agent(s) (on behalf of the Permitted Second Lien Financing Creditors) may, after an acceleration event under any Senior Credit Facilities Agreement, any Indenture or in relation to any Permitted Senior Financing Debt which is continuing, by giving not less than 10 days’ notice to the Security Agent, require the transfer to the Permitted Second Lien Financing Creditors (or to a nominee or nominees) of all, but not part, of the rights, benefits and obligations in respect of the Senior Lender Liabilities, the Notes liabilities, any Permitted Senior Financing Liabilities and the Operating Facility Liabilities subject to satisfaction of the conditions to doing so set out in the Intercreditor Agreement.

Subject to the terms of the Intercreditor Agreement, a Second Lien Agent (on behalf of all the Permitted Second Lien Financing Creditors) may only require a transfer of senior secured liabilities if, at the same time, they require a transfer of hedging liabilities regulated by the Intercreditor Agreement and if, for any reason, such transfer cannot be made in accordance with the Intercreditor Agreement, no transfer of senior secured liabilities may be required to be made.

At the request of a Second Lien Agent (on behalf of all the Permitted Second Lien Financing Creditors), the Agent, any relevant Trustee, any relevant Senior Creditor Representative, the Hedge Counterparties and the Operating Facility Lenders shall notify the Second Lien Agents of the foregoing payable sums in connection with such transfer.

Restrictions Relating to High Yield Creditors and High Yield Notes Liabilities

Restriction on Payment and Dealings

The Intercreditor Agreement provides that, until the First/Second Lien Discharge Date, the Company shall procure that no member of the Group will) make any payment of, or exercise any set-off against any High Yield Notes liabilities unless:

- (a) that payment or set-off is permitted by the provisions set out below under the caption “—*Permitted High Yield Payments*,” the fourth paragraph under the caption “—*Effect of Insolvency Event; Filing of Claims*” or by a refinancing of the High Yield Notes as permitted by the Intercreditor Agreement;
- (b) taking or receipt of that payment or exercise of that set-off is permitted by the provisions set out below under the caption “—*Restrictions on Enforcement by High Yield Creditors*,” or
- (c) create or permit to subsist any security over any assets of any member of the Group or give any guarantee (and neither the High Yield Notes Trustee nor any High Yield Creditor may, accept the benefit of any such security or guarantee from any member of the Group) for, or in respect of, any High Yield Notes liabilities other than:
 - (i) guarantees by a member of the Group of any obligations of the Group under the High Yield Notes;
 - (ii) any security granted over the shares in the Company and/or the High Yield Notes Issuer and/or any security granted by the High Yield Notes Issuer over any High Yield Notes proceeds loan (without prejudice to paragraph (iv) below);
 - (iii) any other security or guarantee provided by a member of the Group (the “*Credit Support Provider*”) provided that, to the extent legally possible:
 - (A) the Credit Support Provider becomes party to the Intercreditor Agreement as a Debtor (if not already a party in that capacity);
 - (B) all amounts actually received or recovered by the High Yield Notes Trustee or the High

Yield Creditor with respect to any such security shall immediately be paid to the Security Agent and applied in accordance with the provisions set out under the caption “—*Application of Proceeds*;”

- (C) any such security may only be enforced in accordance with the provisions set out under the caption “—*Manner of Enforcement—Security Held by Other Creditors*;” and
- (D) such guarantee is expressed to be subject to the Intercreditor Agreement;
- (iv) the Shared Security; and
- (v) any security, guarantee, indemnity or other assurance against loss from any member of the Group in connection with:
 - (A) any escrow or similar or equivalent arrangements entered into in respect of amounts which are being held (or will be held) by a person which is not a member of the Group prior to release of those amounts to a member of the Group; or
 - (B) any actual or proposed defeasance, redemption, prepayment, repayment, purchase or other discharge of any Senior Lender Liabilities, Operating Facility Liabilities, Notes liabilities and/or any Permitted Senior Financing Liabilities (in each case *provided* that such defeasance, redemption, prepayment, repayment, purchase or other discharge is not prohibited by the terms of the Intercreditor Agreement).

Permitted High Yield Payments

Prior to the First/Second Lien Discharge Date, any member of the Group may, directly or indirectly, make payments with respect to the High Yield liabilities then due in accordance with the High Yield Notes finance documents (such payments, collectively, “*Permitted High Yield Payments*”):

- (a) if:
 - (i) the payment is of:
 - (A) any of the principal amount of the High Yield Notes liabilities which is either (1) not prohibited from being paid by any Senior Credit Facilities Agreement, any Indenture, Permitted Senior Financing Agreement or any Permitted Second Lien Financing Agreement; or (2) paid on or after the final maturity date of the relevant High Yield Notes liabilities (subject to certain conditions); or
 - (B) any other amount which is not an amount of principal or capitalized interest or a corresponding amount under the High Yield Notes proceeds loan;
 - (ii) no High Yield Payment Stop Notice (as defined herein) is outstanding;
 - (iii) no Senior Payment Default has occurred and is continuing; and
 - (iv) no payment default under the Permitted Second Lien Financing Agreement or any Permitted Second Lien Financing Documents has occurred and is continuing;
- (b) if the Required Senior Consent has been obtained and the Majority Permitted Second Lien Financing Creditors or the Creditor Representative in respect of that Permitted Second Lien Financing Debt (as applicable) (the “*Required Second Lien Consent*”) give prior consent to that payment being made;
- (c) if the payment is of certain amounts due to the High Yield Notes Trustee for its own account;
- (d) if the payment is made by the relevant High Yield Notes Issuer and funded directly or indirectly with amounts which have not been received by that High Yield Notes Issuer from a member of the Group;
- (e) of any costs and expenses of any holder of security in relation to protection, preservation or enforcement of such security;

- (f) of costs, commissions, taxes, fees and expenses incurred in respect of or in relation to (or reasonably incidental to) any of the High Yield Notes finance documents (including in relation to any reporting or listing requirements under such documents);
- (g) if the payment is funded directly or indirectly with indebtedness incurred under or pursuant to any High Yield Notes;
- (h) if the payment is funded directly or indirectly with the proceeds of a new investment or Available Restricted Payment Amounts; or
- (i) of any other amount not exceeding €5,000,000 (or its equivalent) in aggregate in any financial year of the Company *provided* that any such amount not so applied may be carried forward and utilised in the subsequent financial year.

On or after the First/Second Lien Discharge Date, the Debtors may make payments to the High Yield Notes Creditors in respect of the High Yield Notes liabilities, in accordance with the High Yield Notes finance documents.

Payment Blockage Provisions

Until the Senior Discharge Date, except with the Required Senior Consent, and until the Permitted Second Lien Financing Discharge Date, except with the Required Second Lien Consent, the Company shall procure that no other member of the Group shall make, and no High Yield Creditor nor the High Yield Notes Issuer in its capacity as an investor may receive from any other members of the Group, any Permitted High Yield Payment or a corresponding payment under the High Yield Notes proceeds loan (other than certain amounts due to the High Yield Notes Trustee for its own account, costs and expenses of any holder of security in relation to the protection, preservation or enforcement of such security, payments funded by amounts not received from another member of the Group or payments funded by High Yield Notes) if:

- (a) a Senior Payment Default is continuing; or
- (b) an event of default under any Senior Credit Facilities Agreement, any Indenture and/or any Permitted Senior Financing Agreement (a “*Senior Event of Default*”) (other than a Senior Payment Default) is continuing, from the date which is one business day after the date on which any Senior Agent delivers a payment stop notice (a “*High Yield Payment Stop Notice*”) specifying the event or circumstance in relation to that Senior Event of Default to the Company, the Security Agent and the High Yield Notes Trustee, the Senior Parent Notes Trustee and any Senior Parent Creditor Representative until the earliest of:
 - (i) the date falling 179 days after delivery of that High Yield Payment Stop Notice;
 - (ii) in relation to payments of the High Yield Notes liabilities, if a High Yield Standstill Period is in effect at any time after delivery of that payment stop notice, the date on which that standstill period expires;
 - (iii) the date on which the relevant Senior Event of Default has been remedied or waived in accordance with the Senior Credit Facilities Agreement, the Indenture or any Permitted Senior Financing Agreement (as applicable);
 - (iv) the date on which the Senior Agent which delivered the relevant High Yield Payment Stop Notice delivers a notice to the Company, the Security Agent, the High Yield Notes Trustee, the Senior Parent Notes Trustee and any Senior Parent Creditor Representative cancelling the High Yield Payment Stop Notice;
 - (v) the First/Second Lien Discharge Date; and
 - (vi) the date on which the Security Agent or any High Yield Notes Trustee takes Enforcement Action permitted under the Intercreditor Agreement against a Debtor.

Unless the High Yield Notes Trustee waives this requirement, (i) a new High Yield Payment Stop Notice may not be delivered unless and until 360 days have elapsed since the delivery of the immediately prior High Yield Payment Stop Notice; and (ii) no High Yield Payment Stop Notice may be delivered by a Senior Agent in reliance on a Senior Event of Default more than 45 days after the date that Senior Agent received notice of that Senior Event of Default.

The Senior Agents may only serve one High Yield Payment Stop Notice with respect to the same event or set of circumstances. Subject to the immediately preceding paragraph, this shall not affect the right of the Senior Agents to issue a High Yield Payment Stop Notice in respect of any other event or set of circumstances. No High Yield Payment Stop Notice may be served by a Senior Agent in respect of a Senior Event of Default which had been notified to the Agents at the time at which an earlier High Yield Payment Stop Notice was issued.

Any failure to make a payment due under the High Yield Notes finance documents as a result of the issue of a High Yield Payment Stop Notice or the occurrence of a Senior Payment Default shall not prevent (i) the occurrence of an Event of Default (as defined in the High Yield Notes finance documents) as a consequence of that failure to make a payment in relation to the relevant High Yield Notes finance documents; or (ii) the issue of a High Yield Enforcement Notice (as defined herein) on behalf of the High Yield Creditors.

Payment Obligations and Capitalization of Interest Continue

Neither the relevant High Yield Notes Issuer nor any other Debtor shall be released from the liability to make any payment (including of default interest, which shall continue to accrue) under the High Yield Notes finance documents by the operation of the provisions set out under each section above under the caption “—*Restrictions Relating to High Yield Creditors and High Yield Notes liabilities*” even if its obligation to make such payment is restricted at any time by the terms of any of those provisions.

The accrual and capitalization of interest (if any) in accordance with the High Yield Notes finance documents shall continue notwithstanding the issue of a High Yield Payment Stop Notice.

Cure of Payment Stop

If:

- (a) at any time following the issue of a High Yield Payment Stop Notice or the occurrence of a Senior Payment Default, that High Yield Payment Stop Notice ceases to be outstanding and/or, as the case may be, the Senior Payment Default ceases to be continuing; and
- (b) the relevant High Yield Notes Issuer or the relevant Debtor then promptly pays to the High Yield Creditors an amount equal to any payments which had accrued under the High Yield Notes finance documents and which would have been permitted High Yield payments but for that High Yield Payment Stop Notice or Senior Payment Default,

then any Event of Default (including any cross default or similar provision under any other debt document) which may have occurred as a result of that suspension of payments shall be waived and any High Yield Enforcement Notice which may have been issued as a result of that Event of Default shall be waived, in each case without any further action being required on the part of the High Yield Creditors or any other Creditor or Operating Facility Lender.

Restrictions on Amendments and Waivers

The Intercreditor Agreement provides that the High Yield Creditors, the High Yield Notes Issuers and other Debtors may amend or waive the terms of the High Yield Notes finance documents in accordance with their respective terms from time to time (and subject only to any consent required under them).

Restrictions on Enforcement by High Yield Creditors

Until the First/Second Lien Discharge Date, except with the prior consent of or as required by an Instructing Group:

- (a) no High Yield finance party shall direct the Security Agent to enforce, or otherwise require the enforcement of, any Shared Security; and
- (b) no High Yield finance party shall take or require the taking of any Enforcement Action in relation to the guarantees by a member of the Group of any of the obligations of any member of the Group under the High Yield Notes finance documents, except as permitted under the provisions set out under the caption “—*Permitted High Yield Enforcement*” below, *provided, however*, that no such action required by the Security Agent need be taken except to the extent the Security Agent otherwise is entitled under the Intercreditor Agreement to direct such action.

Permitted High Yield Enforcement

The restrictions set out in the caption “—*Restrictions on Enforcement by High Yield Creditors*” above will not apply if:

- (a) an Event of Default (as defined in the High Yield Notes finance documents, each a “*High Yield Event of Default*”) (the “*Relevant High Yield Default*”) is continuing;
- (b) each Senior Agent has received a notice of the Relevant High Yield Default specifying the event or circumstance in relation to the Relevant High Yield Default from the High Yield Notes Trustee;
- (c) a High Yield Standstill Period (as defined below) has elapsed; and
- (d) the Relevant High Yield Default is continuing at the end of the relevant High Yield Standstill Period.

Promptly upon becoming aware of a High Yield Event of Default, the High Yield Notes Trustee may by notice (a “*High Yield Enforcement Notice*”) in writing notify the Senior Agents of the existence of such High Yield Event of Default.

High Yield Standstill Period

In relation to a Relevant High Yield Default, a High Yield Standstill Period shall mean the period (the “*High Yield Standstill Period*”) beginning on the date (the “*High Yield Standstill Start Date*”) the relevant High Yield Notes Trustee serves a High Yield Enforcement Notice on each of the Senior Agents in respect of such High Yield Event of Default and ending on the earlier to occur of:

- (a) the date falling 179 days after the High Yield Standstill Start Date;
- (b) the date the Senior Secured Parties take any Enforcement Action in relation to a particular guarantor of the High Yield Notes (a “*High Yield Guarantor*”), *provided, however*, that if a High Yield Standstill Period ends pursuant to this paragraph, the High Yield Creditors may only take the same Enforcement Action in relation to the High Yield Guarantor as the Enforcement Action taken by the Senior Secured Parties against such High Yield Guarantor and not against any other member of the Group;
- (c) the date of an Insolvency Event in relation to a particular High Yield Guarantor against whom Enforcement Action is to be taken;
- (d) the expiry of any other High Yield Standstill Period outstanding at the date such first-mentioned High Yield Standstill Period commenced (unless that expiry occurs as a result of a cure, waiver or other permitted remedy);
- (e) the date on which the consent of each of the Agent (acting on the instructions of the Majority Senior Lenders), the Trustee (acting on behalf of the holders of the Notes), any Senior Creditor Representative (acting on the instructions of the Majority Permitted Senior Financing Creditors) and any Second Lien Creditor Representative (acting on the instructions of the Majority Permitted Second Lien Financing Creditors) has been obtained; and
- (f) a failure to pay the principal amount outstanding on any High Yield Notes at the final stated maturity of the amounts outstanding on the High Yield Notes (*provided* that, unless the Senior Lender Discharge Date has occurred or as otherwise agreed by the Majority Senior Lenders and the Company, such final stated maturity has not been amended to fall on a date which would have breached any of the Senior Financing Agreements which remain in full force if it had been the original final maturity date for such High Yield Notes liabilities).

Subsequent High Yield Event of Default

The High Yield Notes finance parties, as applicable, may take Enforcement Action under the provisions set out in caption “—*Permitted High Yield Enforcement*” above in relation to a Relevant High Yield Default even if, at the end of any relevant High Yield Standstill Period or at any later time, a further High Yield Standstill Period has begun as a result of any other High Yield Event of Default.

Enforcement on behalf of High Yield Creditors

If the Security Agent has notified the High Yield Notes Trustee that it is enforcing security created pursuant to any security document over shares of a High Yield Guarantor, no High Yield Creditor may take any action referred to under the provisions set out under the caption “—*Permitted High Yield Enforcement*” above against that High Yield

Guarantor while the Security Agent is taking steps to enforce that security in accordance with the instructions of an Instructing Group where such action might be reasonably likely to adversely affect such enforcement or the amount of proceeds to be derived therefrom.

Option to Purchase: High Yield Creditors

Subject to the following paragraphs, any of the High Yield Notes Trustee (on behalf of the High Yield Creditors) may, after an acceleration event under any Senior Credit Facilities Agreement, any Notes or in relation to any Permitted Senior Financing Debt which is continuing, by giving not less than 10 days' notice to the Security Agent, require the transfer to the High Yield Creditors (or to a nominee or nominees) of all, but not part, of the rights, benefits and obligations in respect of the senior secured liabilities and the Operating Facility Liabilities subject to satisfaction of the conditions to doing so set out in the Intercreditor Agreement and the Security Agent has not first received an equivalent notice from the Senior Parent Notes Trustee or any Senior Parent Creditor Representative.

Subject to the Intercreditor Agreement, the High Yield Notes Trustee (on behalf of all the High Yield Creditors) may only require a transfer of senior secured liabilities if, at the same time, they require a transfer of hedging liabilities regulated by the Intercreditor Agreement and if, for any reason, such transfer cannot be made in accordance with the Intercreditor Agreement, no transfer of senior secured liabilities may be required to be made.

At the request of the High Yield Notes Trustee (on behalf of all the High Yield Creditors), the Agent, the Trustee, any relevant Senior Creditor Representative, the Hedge Counter-parties and the Operating Facility Lenders shall notify the High Yield Trustee of the foregoing payable sums in connection with such transfer.

Restrictions Relating to Senior Parent Creditors and Senior Parent Liabilities

Restriction on Payment and Dealings

The Intercreditor Agreement provides that, until the First/Second Lien Discharge Date, the Debtors shall not (and the Company shall procure that no member of the Group will) make any payment of, or exercise any set-off against any Senior Parent Notes Liabilities and any Permitted Parent Financing Liabilities unless:

- (a) that payment or set-off is permitted by the provisions set out below under the caption “—*Permitted Senior Parent Payments*,” the fourth paragraph under the caption “—*Effect of Insolvency Event; Filing of Claims*” or by a refinancing of the Senior Parent Notes or the Permitted Parent Financing Debt as permitted by the Intercreditor Agreement;
- (b) taking or receipt of that payment or exercise of that set-off is permitted by the provisions set out below under the caption “—*Payment Obligations and Capitalization of Interest Continue—Restrictions on Enforcement by Senior Parent Creditors*,” or
- (c) create or permit to subsist any security over any assets of any member of the Group or give any guarantee (and the Senior Parent Notes Trustee or Senior Parent Creditor Representative, as the case may be, may not, and no Senior Parent Creditor may, accept the benefit of any such security or guarantee from any member of the Group) for, or in respect of, any Senior Parent Notes Liabilities or any Permitted Parent Financing Liabilities other than:
 - (i) guarantees by a member of the Group of any obligations of the Group under the Senior Parent Notes finance documents and/or the Permitted Parent Financing Documents;
 - (ii) any security granted by a holding company of the Company or any subsidiary that is not a member of the Group and/or any security granted by the Senior Parent Debt Issuer over any loan or other indebtedness owed to it from another Debtor (without prejudice to paragraph (iv) below);
 - (iii) any other security or guarantee provided by a member of the Group (the “*Credit Support Provider*”); *provided that*, to the extent legally possible:
 - (A) the Credit Support Provider becomes party to the Intercreditor Agreement as a Debtor (if not already a party in that capacity);
 - (B) all amounts actually received or recovered by the Senior Parent Notes Trustee, the Senior Parent Creditor Representative or the Senior Parent Creditors, as the case may be, with respect to any such security shall immediately be paid to the Security Agent

and applied in accordance with the provisions set out under the caption “—*Application of Proceeds*;”

- (C) any such security may only be enforced in accordance with the provisions set out under the caption “—*Manner of Enforcement—Security Held by Other Creditors*;” and
- (D) such guarantee is expressed to be subject to the Intercreditor Agreement;
- (iv) the Shared Security; and
- (v) any security, guarantee, indemnity or other assurance against loss from any member of the Group in connection with:
 - (A) any escrow or similar or equivalent arrangements entered into in respect of amounts which are being held (or will be held) by a person which is not a member of the Group prior to release of those amounts to a member of the Group; or
 - (B) any actual or proposed defeasance, redemption, prepayment, repayment, purchase or other discharge of any Senior Lender Liabilities, Operating Facility Liabilities, Notes liabilities and/or any Permitted Senior Financing Liabilities (in each case *provided* that such defeasance, redemption, prepayment, repayment, purchase or other discharge is not prohibited by the terms of the Intercreditor Agreement).

Permitted Senior Parent Payments

Prior to the First/Second Lien Discharge Date, any member of the Group may, directly or indirectly, make payments with respect to the Senior Parent Notes Liabilities and any Permitted Parent Financing Liabilities then due in accordance with the finance documents in relation to the Senior Parent Notes and the Permitted Parent Financing Debt (such payments, collectively, “*Permitted Senior Parent Payments*”):

- (a) if:
 - (i) the payment is of:
 - (A) any of the principal amount of the Senior Parent Notes Liabilities and the Permitted Parent Financing Liabilities which is either (1) not prohibited from being paid by any Senior Credit Facilities Agreement, any Indenture, Permitted Senior Financing Agreement or any Permitted Second Lien Financing Agreement; or (2) paid on or after the final maturity date of the relevant Senior Parent Notes Liabilities and Permitted Parent Financing Liabilities (subject to certain conditions); or
 - (B) any other amount which is not an amount of principal or capitalized interest;
 - (ii) no Senior Parent Payment Stop Notice (as defined herein) is outstanding;
 - (iii) no Senior Payment Default has occurred and is continuing; and
 - (iv) no payment default under the Permitted Second Lien Financing Agreement or any Permitted Second Lien Financing Documents has occurred and is continuing;
- (b) if the Required Senior Consent and the Required Second Lien Consent have been obtained;
- (c) if the payment is of certain amounts due to the Senior Parent Notes Trustee for its own account;
- (d) if the payment is made by the relevant Senior Parent Debt Issuer and funded directly or indirectly with amounts which have not been received by that Senior Parent Debt Issuer from another member of the Group;
- (e) of any costs and expenses of any holder of security in relation to protection, preservation or enforcement of such security;

- (f) of costs, commissions, taxes, fees and expenses incurred in respect of or in relation to (or reasonably incidental to) any indenture pursuant to which any Senior Parent notes are issued (“*Senior Parent Notes Indenture*”) and any Permitted Parent Financing Documents (including in relation to any reporting or listing requirements under such documents);
- (g) if the payment is funded directly or indirectly with Permitted Parent Financing Debt and/or the proceeds of any indebtedness incurred under or pursuant to Senior Parent Notes;
- (h) if the payment is funded directly or indirectly with the proceeds of a new investment or Available Restricted Payment Amounts; or
- (i) of any other amount not exceeding €5,000,000 (or its equivalent) in aggregate in any financial year of the Company *provided* that any such amount not so applied may be carried forward and utilized in the subsequent financial year.

On or after the First/Second Lien Discharge Date, the Debtors may make payments to the Senior Parent Creditors in respect of the Senior Parent Notes Liabilities and any Permitted Parent Financing Liabilities, in accordance with the Senior Parent Notes Indenture and the Permitted Parent Financing Documents, as applicable.

Payment Blockage Provisions

Until the Senior Discharge Date, except with the Required Senior Consent, and until the Permitted Second Lien Financing Discharge Date, except with the Required Second Lien Consent, no Senior Parent Debt Issuer shall make (and the Company shall procure that no other member of the Group shall make), and neither the Senior Parent Notes Trustee, any holder of Senior Parent Notes or the Permitted Parent Financing Creditors may receive from any other members of the Group, any Permitted Senior Parent Payment (other than certain amounts due to the Senior Parent Notes Trustee for its own account, costs and expenses of any holder of security in relation to the protection, preservation or enforcement of such security, payments funded by amounts not received from another member of the Group or payments funded by Permitted Parent Financing Debt or Senior Parent Notes) if:

- (a) a Senior Payment Default is continuing; or
- (b) an event of default under any Senior Credit Facilities Agreement, any Indenture and/or any Permitted Senior Financing Agreement (a “*Senior Event of Default*”) (other than a Senior Payment Default) is continuing, from the date which is one business day after the date on which any Senior Agent delivers a payment stop notice (a “*Senior Parent Payment Stop Notice*”) specifying the event or circumstance in relation to that Senior Event of Default to the Company, the Security Agent, the Senior Parent Notes Trustee and any Senior Parent Creditor Representative until the earliest of:
 - (i) the date falling 179 days after delivery of that Senior Parent Payment Stop Notice;
 - (ii) in relation to payments of the Senior Parent Notes liabilities and any Permitted Parent Financing Liabilities, if a Senior Parent Standstill Period is in effect at any time after delivery of that payment stop notice, the date on which that standstill period expires;
 - (iii) the date on which the relevant Senior Event of Default has been remedied or waived in accordance with the Senior Credit Facilities Agreement, the Indenture or any Permitted Senior Financing Agreement (as applicable);
 - (iv) the date on which the Senior Agent which delivered the relevant Senior Parent Payment Stop Notice delivers a notice to the Company, the Security Agent, the Senior Parent Notes Trustee and the Senior Parent Creditor Representative cancelling the Senior Parent Payment Stop Notice;
 - (v) the First/Second Lien Discharge Date; and
 - (vi) the date on which the Security Agent, the Senior Parent Notes Trustee and any Senior Parent Creditor Representative takes Enforcement Action permitted under the Intercreditor Agreement against a Debtor.

Unless the Senior Parent Notes Trustee and any Senior Parent Creditor Representative waive this requirement, (i) a new Senior Parent Payment Stop Notice may not be delivered unless and until 360 days have elapsed since the delivery of the immediately prior Senior Parent Payment Stop Notice; and (ii) no Senior Parent Payment Stop Notice may be

delivered by a Senior Agent in reliance on a Senior Event of Default more than 45 days after the date that Senior Agent received notice of that Senior Event of Default.

The Senior Agents may only serve one Senior Parent Payment Stop Notice with respect to the same event or set of circumstances. Subject to the immediately preceding paragraph, this shall not affect the right of the Senior Agents to issue a Senior Parent Payment Stop Notice in respect of any other event or set of circumstances. No Senior Parent Payment Stop Notice may be served by a Senior Agent in respect of a Senior Event of Default which had been notified to the Agents at the time at which an earlier Senior Parent Payment Stop Notice was issued.

Any failure to make a payment due under the Senior Parent Notes Indenture and any Permitted Parent Financing Documents as a result of the issue of a Senior Parent Payment Stop Notice or the occurrence of a Senior Payment Default shall not prevent (i) the occurrence of an Event of Default (as defined in the Senior Parent Notes Indenture or any Permitted Parent Financing Documents, as applicable) as a consequence of that failure to make a payment in relation to the relevant Senior Parent Notes Indenture and any Permitted Parent Financing Documents; or (ii) the issue of a Senior Parent Enforcement Notice (as defined herein) on behalf of the Senior Parent Creditors.

Payment Obligations and Capitalization of Interest Continue

Neither the relevant Senior Parent Debt Issuer nor any other Debtor shall be released from the liability to make any payment (including of default interest, which shall continue to accrue) under the Senior Parent Notes Indenture and any Permitted Parent Financing Document by the operation of the provisions set out under each section above under the caption “—*Restrictions Relating to Senior Parent Creditors and Senior Parent Liabilities*” even if its obligation to make such payment is restricted at any time by the terms of any of those provisions.

The accrual and capitalization of interest (if any) in accordance with the Senior Parent Notes Indenture and any Permitted Parent Financing Document shall continue notwithstanding the issue of a Senior Parent Payment Stop Notice.

Cure of Payment Stop

If:

- (a) at any time following the issue of a Senior Parent Payment Stop Notice or the occurrence of a Senior Payment Default, that Senior Parent Payment Stop Notice ceases to be outstanding and/or, as the case may be, the Senior Payment Default ceases to be continuing; and
- (b) the relevant Senior Parent Debt Issuer or the relevant Debtor then promptly pays to the Senior Parent Creditors an amount equal to any payments which had accrued under the Senior Parent Notes Indenture and any Permitted Parent Financing Document and which would have been Permitted Senior Parent Payments but for that Senior Parent Payment Stop Notice or Senior Payment Default,

then any Event of Default (including any cross default or similar provision under any other debt document) which may have occurred as a result of that suspension of payments shall be waived and any Senior Parent Enforcement Notice which may have been issued as a result of that Event of Default shall be waived, in each case without any further action being required on the part of the Senior Parent Creditors or any other Creditor or Operating Facility Lender.

Restrictions on Amendments and Waivers

The Intercreditor Agreement provides that the Senior Parent Creditors, the Senior Parent Debt Issuers and other Debtors may amend or waive the terms of the Senior Parent Notes finance documents and/or the Permitted Parent Financing Documents in accordance with their respective terms from time to time (and subject only to any consent required under them).

Restrictions on Enforcement by Senior Parent Creditors

Until the First/Second Lien Discharge Date, except with the prior consent of or as required by an Instructing Group:

- (a) no Senior Parent Creditor shall direct the Security Agent to enforce, or otherwise require the enforcement of, any Shared Security; and
- (b) no Senior Parent Creditor shall take or require the taking of any Enforcement Action in relation to the guarantees by a member of the Group of any of the obligations of any member of the Group under the Senior Parent Notes finance documents and/or Permitted Parent Financing Documents,

except as permitted under the provisions set out under the caption “—*Permitted Senior Parent Enforcement*” below, *provided, however*, that no such action required by the Security Agent need be taken except to the extent the Security Agent otherwise is entitled under the Intercreditor Agreement to direct such action.

Permitted Senior Parent Enforcement

The restrictions set out in the caption “—*Payment Obligations and Capitalization of Interest Continue—Restrictions on Enforcement by Senior Parent Creditors*” above will not apply if:

- (a) an Event of Default (as defined in the Senior Parent Notes Finance Documents and any Permitted Parent Financing Agreement, as applicable, each a “*Senior Parent Event of Default*”) (the “*Relevant Senior Parent Default*”) is continuing;
- (b) each Senior Agent has received a notice of the Relevant Senior Parent Default specifying the event or circumstance in relation to the Relevant Senior Parent Default from the Senior Parent Notes Trustee or any Senior Parent Creditor Representative (as the case may be);
- (c) a Senior Parent Standstill Period (as defined below) has elapsed; and
- (d) the Relevant Senior Parent Default is continuing at the end of the relevant Senior Parent Standstill Period.

Promptly upon becoming aware of a Senior Parent Event of Default, the Senior Parent Notes Trustee or any Senior Parent Creditor Representative, as the case may be, may by notice (a “*Senior Parent Enforcement Notice*”) in writing notify the Senior Agents of the existence of such Senior Parent Event of Default.

Senior Parent Standstill Period

In relation to a Relevant Senior Parent Default, a Senior Parent Standstill Period shall mean the period (the “*Senior Parent Standstill Period*”) beginning on the date (the “*Senior Parent Standstill Start Date*”) the relevant Senior Parent Notes Trustee or any Senior Parent Creditor Representative serves a Senior Parent Enforcement Notice on each of the Senior Agents in respect of such Senior Parent Event of Default and ending on the earlier to occur of:

- (a) the date falling 179 days after the Senior Parent Standstill Start Date;
- (b) the date the Senior Secured Parties take any Enforcement Action in relation to a particular guarantor of the Senior Parent Notes and/or any Permitted Parent Financing Debt (a “*Senior Parent Guarantor*”), *provided, however*, that if a Senior Parent Standstill Period ends pursuant to this paragraph, the Senior Parent Creditors may only take the same Enforcement Action in relation to the Senior Parent Guarantor as the Enforcement Action taken by the Senior Secured Parties against such Senior Parent Guarantor and not against any other member of the Group;
- (c) the date of an Insolvency Event in relation to the relevant Senior Parent Debt Issuer or a particular Senior Parent Guarantor against whom Enforcement Action is to be taken;
- (d) the expiry of any other Senior Parent Standstill Period outstanding at the date such first-mentioned Senior Parent Standstill Period commenced (unless that expiry occurs as a result of a cure, waiver or other permitted remedy);
- (e) the date on which the consent of each of the Agent (acting on the instructions of the Majority Senior Lenders), the Trustee (acting on behalf of the holders of the Notes), any Senior Creditor Representative (acting on the instructions of the Majority Permitted Senior Financing Creditors) and any Second Lien Creditor Representative (acting on the instructions of the Majority Permitted Second Lien Financing Creditors) has been obtained; and
- (f) a failure to pay the principal amount outstanding on any Senior Parent Notes or on any Permitted Parent Financing Debt, as the case may be, at the final stated maturity of the amounts outstanding on the Senior Parent Notes or on the Permitted Parent Financing Debt, as the case may be (*provided that*, unless the Senior Lender Discharge Date has occurred or as otherwise agreed by the Majority Senior Lenders and the Company, such final stated maturity has not been amended to fall on a date which would have breached any of the Senior Financing Agreements which remain in full force if it had been the original final maturity date for such Senior Parent Notes Liabilities and/or Permitted Parent Financing Liabilities).

Subsequent Senior Parent Event of Default

The Senior Parent finance parties, as applicable, may take Enforcement Action under the provisions set out in caption “—*Permitted Senior Parent Enforcement*” above in relation to a Relevant Senior Parent Default even if, at the end of any relevant Senior Parent Standstill Period or at any later time, a further Senior Parent Standstill Period has begun as a result of any other Senior Parent Event of Default.

Enforcement on Behalf of Senior Parent Creditors

If the Security Agent has notified the Senior Parent Notes Trustee and any Senior Parent Creditor Representative that it is enforcing security created pursuant to any security document over shares of a Senior Parent Guarantor, no Senior Parent Creditor may take any action referred to under the provisions set out under the caption “—*Permitted Senior Parent Enforcement*” above against that Senior Parent Guarantor while the Security Agent is taking steps to enforce that security in accordance with the instructions of an Instructing Group where such action might be reasonably likely to adversely affect such enforcement or the amount of proceeds to be derived therefrom.

Option to Purchase: Senior Parent Creditors

Subject to the following paragraphs, any of the Senior Parent Notes Trustee and any Senior Parent Creditor Representative (on behalf of the Senior Parent Creditors) may, after an acceleration event under any Senior Credit Facilities Agreement, any Notes or in relation to any Permitted Senior Financing Debt which is continuing, by giving not less than 10 days’ notice to the Security Agent, require the transfer to the Senior Parent Creditors (or to a nominee or nominees) of all, but not part, of the rights, benefits and obligations in respect of the senior secured liabilities and the Operating Facility Liabilities subject to satisfaction of the conditions to doing so set out in the Intercreditor Agreement and *provided* that the Security Agent has not first received an equivalent notice from the High Yield Notes Trustee.

Subject to the Intercreditor Agreement, the Senior Parent Notes Trustee or any Senior Parent Creditor Representative (on behalf of all the Senior Parent Creditors) may only require a transfer of senior secured liabilities if, at the same time, they require a transfer of hedging liabilities regulated by the Intercreditor Agreement and if, for any reason, such transfer cannot be made in accordance with the Intercreditor Agreement, no transfer of senior secured liabilities may be required to be made.

At the request of the Senior Parent Notes Trustee or any Senior Parent Creditor Representative (on behalf of all the Senior Parent Creditors), the Agent, the Trustee, any relevant Senior Creditor Representative, the Hedge Counterparties and the Operating Facility Lenders shall notify the Senior Parent Notes Trustee and any Senior Parent Creditor Representative of the foregoing payable sums in connection with such transfer.

Effect of Insolvency Event; Filing of Claims

The Intercreditor Agreement provides that, among other things, after the occurrence of an Insolvency Event in relation to any Debtor, or, following an acceleration event which is continuing, any member of the Group, any party entitled to receive a distribution out of the assets of that member of the Group in respect of liabilities owed to that party shall (in the case of any Creditor or Operating Facility Lender, only to the extent that such distribution would otherwise constitute a receipt or recovery of a type subject to the provisions set out in the caption “—*Turnover*” below, and in all cases, if prior to a distress event only if required by the Security Agent acting on the instructions of an Instructing Group), subject to receiving payment instructions and any other relevant information from the Security Agent and to the extent it is able to do so, direct the person responsible for the distribution of the assets of that member of the Group to pay that distribution to the Security Agent until the liabilities owing to the secured parties have been paid in full. In this respect, the Security Agent shall apply distributions paid to it in accordance with the provisions set out under the caption “—*Application of Proceeds*” below.

Subject to certain exceptions, to the extent that any member of the Group’s liabilities are discharged by way of set-off (mandatory or otherwise) after the occurrence of an Insolvency Event in relation to that member of the Group, any party which benefited from that set-off shall (in the case of any Creditor or Operating Facility Lender, only to the extent that the relevant discharge would otherwise constitute a receipt or recovery of a type subject to the provisions set out in the caption “—*Turnover*” below, and in all cases, if prior to a distress event only if required by the Security Agent acting on the instructions of an Instructing Group), subject to receiving payment instructions and any other relevant information from the Security Agent, pay an amount equal to the amount of the liabilities owed to it which are discharged by that set-off to the Security Agent for application in accordance with the provisions set out in the caption “—*Application of Proceeds*” below and subject to certain exceptions.

Subject to the provisions set out in the caption “—*Application of Proceeds*” below, if the Security Agent or any other secured party receives a distribution in a form other than in cash in respect of any of the liabilities, the liabilities will

not be reduced by that distribution until and except to the extent that the realization proceeds are actually applied towards the liabilities.

After the occurrence of an Insolvency Event in relation to any Debtor (or, following an acceleration event which is continuing, any member of the Group), each Creditor and each Operating Facility Lender (in the case of a High Yield Creditor or a Senior Parent Creditor, to the extent relating to or affecting the Shared Security or the assets secured by such Security only) irrevocably authorizes the Security Agent, on its behalf, to:

- (a) take any Enforcement Action (in accordance with the terms of the Intercreditor Agreement) against that member of the Group;
- (b) demand, sue, prove and give receipt for any or all of that member of the Group's liabilities;
- (c) collect and receive all distributions on, or on account of, any or all of that member of the Group's liabilities; and
- (d) file claims, take proceedings and do all other things the Security Agent considers reasonably necessary to recover that member of the Group's liabilities.

Each Creditor and Operating Facility Lender will (i) do all things that the Security Agent (acting in accordance with the terms of the Intercreditor Agreement) reasonably requests in order to give effect to the matters referred to in this "*—Effect of Insolvency Event; Filing of Claims*" section and (ii) if the Security Agent is not entitled to take any of the actions contemplated by this "*—Effect of Insolvency Event; Filing of Claims*" section or if the Security Agent (acting in accordance with the terms of the Intercreditor Agreement) requests that a Creditor or Operating Facility Lender take that action, undertake that action itself in accordance with the instructions of the Security Agent or grant a power of attorney to the Security Agent (on such terms as the Security Agent (acting in accordance with the terms of the Intercreditor Agreement) may reasonably require, although neither the Trustee nor the Senior Parent Notes Trustee shall be under any obligation to grant such powers of attorney) to enable the Security Agent to take such action.

Turnover

Subject to certain exceptions, the Intercreditor Agreement provides that if any Creditor or Operating Facility Lender receives or recovers from any member of the Group:

- (a) any payment or distribution of, or on account of or in relation to, any of the liabilities which is prohibited under the Intercreditor Agreement or, following the occurrence of a Senior Distress Event which is continuing, any Senior Lender Liabilities, Hedging Liabilities, Notes liabilities, Permitted Senior Financing liabilities or Operating Facility Liabilities;
- (b) other than as referred to in the second paragraph of the caption "*—Effect of Insolvency Event; Filing of Claims*," any amount by way of set-off in respect of any of the liabilities owed to it which does not give effect to a payment permitted under the Intercreditor Agreement;
- (c) notwithstanding paragraphs (i) and (ii) above, other than as referred to in the second paragraph of the caption "*—Effect of Insolvency Event; Filing of Claims*," any amount:
 - (i) on account of, or in relation to, any of the liabilities after the occurrence of a distress event (including as a result of any litigation or proceedings against a member of the Group other than after the occurrence of an Insolvency Event in respect of that member of the Group); or
 - (ii) by way of set-off in respect of any of the liabilities owed to it after the occurrence of a distress event,

other than, in each case, any amount received or recovered in accordance with the provisions set out below the caption "*—Application of Proceeds*;"

- (d) the proceeds of any enforcement of any security except in accordance with the provisions set out below under the caption "*—Application of Proceeds*;" or
- (e) subject to certain exceptions, any distribution in cash or in kind or payment of, or on account of or in relation to, any of the liabilities owed by any member of Group which is not in accordance with the provisions set out in the caption "*—Application of Proceeds*" and which is made as a result of, or after, the occurrence of an Insolvency Event in respect of that member of Group, that Creditor or Operating

Facility Lender will, subject to certain exceptions: (i) in relation to receipts and recoveries not received or recovered by way of set-off (x) hold an amount of that receipt or recovery equal to the relevant liabilities (or if less, the amount received or recovered) on trust for the Security Agent and subject to receiving payment instructions and any other relevant information from the Security Agent, promptly pay that amount to the Security Agent for application in accordance with the terms of the Intercreditor Agreement and (y) subject to receiving payment instructions and any other relevant information the Security Agent, promptly pay an amount equal to the amount (if any) by which the receipt or recovery exceeds the relevant liabilities to the Security Agent for application in accordance with the terms of the Intercreditor Agreement; and (ii) in relation to receipts and recoveries received or recovered by way of set-off, subject to receiving payment instructions and any other relevant information from the Security Agent, promptly pay an amount equal to that recovery to the Security Agent for application in accordance with the terms of the Intercreditor Agreement.

Enforcement of Security

Enforcement Instructions

The Security Agent may refrain from enforcing the security unless instructed otherwise by (i) an Instructing Group; (ii) if required as set out under the third paragraph of this section, the Majority Second Lien Creditors; or (iii) if required as set out under the fourth paragraph of this section, the Majority High Yield Creditors or the Majority Senior Parent Creditors.

Subject to the security having become enforceable in accordance with its terms (i) an Instructing Group; (ii) to the extent permitted to enforce or to require the enforcement of the security prior to the Senior Discharge Date under the provisions under the caption “—*Restrictions Relating to Permitted Second Lien Financing Liabilities and Permitted Second Lien Financing Liabilities*” above, the Majority Second Lien Creditors; or (iii) to the extent permitted to enforce or to require the enforcement of the security prior to the First/Second Lien Discharge Date under the provisions under the caption “—*Restrictions Relating to Senior Parent Creditors and Senior Parent Liabilities*” and “—*Restrictions Relating to High Yield Creditors and High Yield Notes Liabilities*,” the Majority High Yield Creditors or the Majority Senior Parent Creditors may give or refrain from giving, instructions to the Security Agent to enforce, or refrain from enforcing, the security as they see fit.

Prior to the Senior Discharge Date, (i) if an Instructing Group has instructed the Security Agent not to enforce or to cease enforcing the security or (ii) in the absence of instructions from an Instructing Group, and, in each case, an Instructing Group has not required any Debtor to make a distressed disposal, the Security Agent shall give effect to any instructions to enforce the security which the Majority Second Lien Creditors are then entitled to give to the Security Agent under the provisions under the caption “—*Restrictions Relating to Permitted Second Lien Financing Creditors and Permitted Second Lien Financing Liabilities*” above.

Prior to the First/Second Lien Discharge Date, (i) if an Instructing Group has instructed the Security Agent not to enforce or to cease enforcing the security or (ii) in the absence of instructions from an Instructing Group, and, in each case, an Instructing Group has not required any Debtor to make a distressed disposal and the Majority Second Lien Creditors have first had the opportunity to give such instruction, the Security Agent shall give effect to any instructions to enforce the Shared Security which the Majority High Yield Creditors or the Majority Senior Parent Creditors are then entitled to give to the Security Agent under the provisions under the caption “—*Restrictions Relating to Senior Parent Creditors and Senior Parent Liabilities*” and “—*Restrictions Relating to High Yield Creditors and High Yield Notes Liabilities*” above.

Subject to certain provisions of the Intercreditor Agreement, no secured party shall have any independent power to enforce, or to have recourse to enforce, any security or to exercise any rights or powers arising under the security documents except through the Security Agent.

Manner of Enforcement

If the security is being enforced as set forth above under the caption “—*Enforcement of Security—Enforcement Instructions*,” the Security Agent shall enforce the security in such manner (including, without limitation, the selection of any administrator, examiner or equivalent officer of any Debtor to be appointed by the Security Agent) as:

- (a) an Instructing Group; or
- (b) prior to the Senior Discharge Date, if (i) the Security Agent has, pursuant to the third paragraph of the “—*Enforcement of Security*” section, given effect to instructions given by the Majority Second Lien Creditors to enforce the security; and (ii) an Instructing Group has not given instructions as to the manner of enforcement of the security, the Majority Second Lien Creditors,

- (c) prior to the First/Second Lien Discharge Date, if (i) the Security Agent has, pursuant to the fourth paragraph of the “—*Enforcement of Security*” section, given effect to instructions given by the Majority Senior Parent Creditors or the Majority High Yield Creditors to enforce the security; and (ii) an Instructing Group has not given instructions as to the manner of enforcement of the security, the Majority High Yield Creditors or the Majority Senior Parent Creditors,

shall instruct or, in the absence of any such instructions, as the Security Agent sees fit.

Exercise of Voting Rights

To the fullest extent permitted under applicable law, each Creditor (other than the Trustee and the Senior Parent Notes Trustee, and in the case of a High Yield Creditor or a Senior Parent Creditor, to the extent relating to or affecting the Shared Security or the assets secured by the Shared Security) and each Operating Facility Lender agrees that it will cast its vote in any proposal put to the vote by, or under the supervision of, any judicial or supervisory authority in respect of any insolvency, pre-insolvency or rehabilitation or similar proceedings relating to any member of the Group as instructed by the Security Agent. The Security Agent shall give instructions for the purposes of this paragraph as directed by an Instructing Group. Notwithstanding the foregoing, no party can exercise or require any other Creditor or Operating Facility Lender to exercise such power of voting or representation to waive, reduce, discharge, extend the due date for payment or otherwise reschedule any of the liabilities owed to that Creditor or Operating Facility Lender.

Waiver of Rights

To the extent permitted under applicable law and subject to certain provisions of the Intercreditor Agreement, each of the secured parties and the Debtors waives all rights it may otherwise have to require that the security be enforced in any particular order or manner or at any particular time, or that any sum received or recovered from any person, or by virtue of the enforcement of any of the security or of any other security interest, which is capable of being applied in or towards discharge of any of the secured obligations, is so applied.

Security Held by Other Creditors

If any security is held by a Creditor or Operating Facility Lender other than the Security Agent, then that Creditor or Operating Facility Lender may only enforce that security in accordance with instructions given by an Instructing Group pursuant to the terms of the Intercreditor Agreement (and for this purpose references to the Security Agent shall be construed as references to that Creditor or Operating Facility Lender).

Consultation Period

- (a) Subject to paragraph (d) below, before giving any instructions to the Security Agent to enforce the security or refrain or cease from enforcing the security or take certain other Enforcement Action referred to in paragraph (a)(i) of the definition of Instructing Group, the Agent(s) of the Creditors represented in the Instructing Group concerned (and, if applicable, any relevant Hedge Counterparties) shall consult with each other Agent, each other Hedge Counterparty, each Operating Facility Lender and the Security Agent in good faith about the instructions to be given by the Instructing Group for a period of not less than 30 days from the date on which details of the proposed instructions are received by such Agents, Hedge Counterparties, Operating Facility Lenders and the Security Agent (or such shorter period as each Agent, Hedge Counterparty, Operating Facility Lender and the Security Agent shall agree) (the “*Consultation Period*”), and only following the expiry of a Consultation Period shall the Instructing Group be entitled to give any instructions to the Security Agent to enforce the security or refrain or cease from enforcing the security or take certain other Enforcement Action referred to in paragraph (a)(i) of the definition of Instructing Group.
- (b) Subject to paragraph (c) below, in the event conflicting instructions are received from any Instructing Group, the Security Agent shall enforce the security, refrain or cease from enforcing the security or, as the case may be, take certain other Enforcement Action referred to in paragraph (a)(i) of the definition of Instructing Group in accordance with the instructions given by an Instructing Group referred to in paragraph (a)(i)(A) of the definition of Instructing Group (in each case *provided* that such instructions are consistent with any applicable requirements of the Intercreditor Agreement and the security documents) and the terms of all instructions given by any other Instructing Group shall be deemed revoked.
- (c) Prior to the Senior Lender Discharge Date, if:
 - (i) the Senior Creditors have not been fully repaid within six months of the end of the first

Consultation Period;

- (ii) the Security Agent has not commenced any enforcement of the security (or a transaction in lieu thereof) or other Enforcement Action referred to in paragraph (a)(i) of the definition of Instructing Group within three months of the end of the first Consultation Period; or
- (iii) an Insolvency Event has occurred and the Security Agent has not commenced any enforcement of the security (or a transaction in lieu thereof) or other Enforcement Action referred to in paragraph (a)(i) of the definition of Instructing Group at that time,

then the Security Agent shall follow the instructions given by the Majority Senior Creditors (in each case *provided* that such instructions are consistent with any applicable requirements of the Intercreditor Agreement and the security documents).

- (d) Subject to paragraph (c) above, no Agent or Hedge Counterparty shall be obliged to consult in accordance with paragraph (a) above and an Instructing Group shall be entitled to give any instructions to the Security Agent to enforce the security or take any other Enforcement Action referred to in paragraph (a)(i) of the definition of Instructing Group prior to the end of a Consultation Period (in each case *provided* that such instructions are consistent with any applicable requirements of the Intercreditor Agreement and the security documents) if:

- (i) the security has become enforceable as a result of an Insolvency Event; or
- (ii) the Instructing Group or any Agent of the Creditors represented in the Instructing Group determines in good faith (and notifies each other Agent, the Hedge Counterparties and the Security Agent) that to enter into such consultations and thereby delay the commencement of enforcement of the security would reasonably be expected to have a material adverse effect on:
 - (A) the Security Agent's ability to enforce any of the security; or
 - (B) the realization proceeds of any enforcement of the security,

and, where this paragraph (d) applies:

- (1) any instructions shall be limited to those necessary to protect or preserve the interests of the Senior Secured Creditors on behalf of which the relevant Instructing Group is acting in relation to the matters referred to in (A) and (B) above; and
 - (2) the Security Agent shall act in accordance with the instructions first received.
- (e) As soon as reasonably practicable following receipt of any instructions from an Instructing Group to enforce the security, refrain or cease from enforcing the security or, as the case may be, take any other Enforcement Action referred to in paragraph (a)(i) of the definition of Instructing Group, the Security Agent shall provide a copy of such instructions to each Agent, Hedge Counterparty and Operating Facility Lender (unless it received those instructions from that person).

Duties Owed

Pursuant to the Intercreditor Agreement, each of the secured parties and the Debtors acknowledges that, in the event that the Security Agent enforces, or is instructed to enforce, the security prior to the First/Second Lien Discharge Date, the duties of the Security Agent and of any receiver or delegate owed to the Senior Parent Creditors in respect of the method, type and timing of that enforcement or of the exploitation, management or realization of any of that security shall, subject to the section entitled Distressed Disposals below, be no different to or greater than the duty that is owed by the Security Agent, receiver or delegate to the Debtors under general law.

Proceeds of Disposals

Non-Distressed Disposals

The Security Agent is irrevocably authorized and instructed (at the request and cost of the Company) to promptly release (or procure that any other relevant person releases):

- (a) any security (and/or any other claim relating to a Debt Document) over any asset which is the subject of:

- (i) a disposal not prohibited by the terms of any Senior Credit Facilities Agreement, any Indenture, any Permitted Senior Financing Agreement, the High Yield Notes indenture, the Senior Parent Notes Indenture any Permitted Parent Financing Agreement and any Permitted Second Lien Financing Agreement (each a “*Debt Financing Agreement*”) (including a disposal to a member of the Group, but without prejudice to any obligation of any member of the Group in a Debt Financing Agreement to provide replacement security); or
- (ii) any other transaction not prohibited by the terms of any Debt Financing Agreement pursuant to which that asset will cease to be held or owned by a member of the Group;
- (b) any security (and/or any other claim relating to a Debt Document) over any document or other agreement requested in order for any member of the Group to effect any amendment or waiver in respect of that document or agreement or otherwise exercise any rights, comply with any obligations or take any action in relation to that document or agreement (in each case to the extent not prohibited by the terms of any Debt Financing Agreement);
- (c) any security (and/or any other claim relating to a Debt Document) over any asset of any member of the Group which has ceased to be a Debtor (or will cease to be a Debtor simultaneously with such release) (in each case to the extent not prohibited by the terms of any Debt Financing Agreement); and
- (d) any security (and/or any other claim relating to a Debt Document) over any other asset to the extent that such release is in accordance with the terms of the Debt Financing Agreements.

In the case of a disposal of shares or other ownership interests in a Debtor (or any holding company of any Debtor), or any other transaction pursuant to which a Debtor (or any holding company of any Debtor) will cease to be a member of the Group or a Debtor (including in connection with the resignation of that Debtor or the Debtor being designated as an Unrestricted Subsidiary), the Security Agent (on behalf of itself and the Secured Parties) shall (at the request and cost of the relevant Debtor or the Company) promptly release (or procure the release of) that Debtor and its subsidiaries (and its and their assets) from all present and future liabilities under the Secured Debt Documents.

When making any request for a release pursuant to this “—*Non-Distressed Disposals*” section, the Company shall confirm in writing to the Security Agent that:

- (a) in the case of any release requested pursuant to paragraph (a), (b) or (c) above, the relevant disposal or other action is not prohibited by the terms of any Debt Financing Agreement; or
- (b) in the case of any release requested pursuant to paragraph (d) above, the relevant release is in accordance with terms of the Debt Financing Agreements, and the Security Agent shall be entitled to rely on that confirmation for all purposes under the Secured Debt Documents.

The Security Agent shall (at the cost and expense of the relevant Debtor or the Company but without the need for any further consent, sanction, authority or further confirmation from any Creditor, Operating Facility Lender, other Secured Party or any Debtor) promptly enter into and deliver such documentation and/or take such other action as the Company (acting reasonably) shall require to give effect to any release or other matter described above.

Without prejudice to the foregoing and for the avoidance of doubt, if requested by the Company in accordance with the terms of any of the Debt Financing Agreements (and *provided* that the requested action is not expressly prohibited by any of the other Debt Financing Agreements), the Security Agent and the other Creditors and Operating Facility Lenders shall (at the cost of the relevant Debtor and/or the Company) promptly execute any guarantee, security or other release and/or any amendment, supplement or other documentation relating to the security documents as contemplated by the terms of any of the Debt Financing Agreements (and the Security Agent is authorized to execute, and will promptly execute if requested by the Company, without the need for any further consent, sanction, authority or further confirmation from any Creditor or Operating Facility Lender, any such release or document on behalf of the Creditors and the Operating Facility Lenders). When making any request pursuant to this paragraph, the Company shall confirm in writing to the Security Agent that such request is in accordance with the terms of a Debt Financing Agreement (and *provided* that the requested action is not expressly prohibited by any of the other Debt Financing Agreements) and the Security Agent shall be entitled to rely on that confirmation for all purposes under the Secured Debt Documents.

Notwithstanding anything to the contrary in any Debt Document, nothing in any security document shall operate or be construed so as to prevent any transaction, matter or other step not prohibited by the terms of this Agreement or the Debt Financing Agreements (a “*Permitted Action*”). The Security Agent (on behalf of itself and the Secured Parties) hereby agrees (and is irrevocably authorized and instructed to do so without any consent, sanction, authority or further confirmation from any Party) that it shall (at the cost of the relevant Debtor and/or the Company) promptly execute any release or other

document and/or take such other action under or in relation to any Debt Document (or any asset subject or expressed to be subject to any security document) as is requested by the Company (acting reasonably) in order to complete, implement or facilitate a Permitted Action. In the event that the Company makes any request pursuant to and in reliance on the preceding sentence, the Security Agent shall be permitted to request a confirmation from the Company that the transaction, matter or other step is a Permitted Action and the Security Agent shall be entitled to rely on that confirmation for all purposes under the Secured Debt Documents.

If any member of the Group is required or permitted under the Senior Debt Documents to apply the proceeds of any disposal or other transaction in prepayment, redemption or any other discharge or reduction of the Senior Liabilities then no such application of those proceeds shall require the consent of any other party or result in any breach of any High Yield Notes finance documents or any Senior Parent Finance Documents and such application shall discharge in full any obligation to apply those proceeds in prepayment, redemption or other discharge or reduction of any High Yield Notes Liabilities any Senior Parent Notes Liabilities and any Permitted Parent Financing Liabilities. This paragraph is without prejudice to any right of any member of the Group to apply any proceeds of any disposal or other transaction in prepayment, redemption or any other discharge or reduction of any Senior Parent Notes Liabilities and any Permitted Parent Financing Liabilities to the extent permitted or contemplated by the Intercreditor Agreement or any other Senior Debt Document.

The Security Agent is irrevocably authorized by each Secured Party to (and will on the request and at the cost of the Company):

- (a) release the security; and
- (b) release each investor, each Debtor and each other member of the Group from all liabilities, undertakings and other obligations under the Secured Debt Documents, on the Final Discharge Date (or at any time following such date on the request of the Company).

Distressed Disposals

A “*Distressed Disposal*” is a disposal of an asset which is (a) being effected at the request of an Instructing Group in circumstances where the security has become as a result of an acceleration event which is continuing at the time the request was made, (b) being effected by enforcement of security as a result of an acceleration event which is continuing at the time the request was made or (c) being disposed of to a third party subsequent to a distress event.

If a Distressed Disposal of any asset is being effected, the Security Agent is irrevocably authorized (at the cost of the relevant Debtor or the Company and without any consent, sanction, authority or further confirmation from any Creditor, Operating Facility Lender, other Secured Party or Debtor):

- (a) to release the security or any other claim over that asset and execute and deliver or enter into any release of that security or claim and issue any letters of non-crystallization of any floating charge or any consent to dealing that may, in the discretion of the Security Agent, be considered necessary or desirable;
- (b) if the asset which is disposed of consists of shares in the capital of a Debtor to release:
 - (i) that Debtor and any subsidiary of that Debtor from all or any part of its borrowing liabilities, its guarantee liabilities and its other liabilities;
 - (ii) any security granted by that Debtor or any subsidiary of that Debtor over any of its assets; and
 - (iii) any other claim of an investor, an intra-group lender, or another Debtor over that Debtor’s assets or over the assets of any subsidiary of that Debtor,on behalf of the relevant Creditors, Operating Facility Lenders, Debtors and certain creditor representatives;
- (c) if the asset which is disposed of consists of shares in the capital of any holding company of a Debtor, to release:
 - (i) that holding company and any subsidiary of that holding company from all or any part of its borrowing liabilities, its guarantees liabilities and its other liabilities;
 - (ii) any security granted by that holding company or any subsidiary of that holding company over any of its assets; and

- (iii) any other claim of any investor, any intra-group lender or another Debtor over that holding company's assets or the assets of any subsidiary of that holding company,

on behalf of the relevant Creditors, Operating Facility Lenders, Debtors and certain creditor representatives;

- (d) if the asset which is disposed of consists of shares in the capital of a Debtor or the holding company of a Debtor and the Security Agent (acting in accordance with the Intercreditor Agreement) decides to dispose of all or any part of the liabilities or the Debtor liabilities owed by that Debtor or holding company or any subsidiary of that Debtor or holding company:
 - (i) (if the Security Agent (acting in accordance with the Intercreditor Agreement) does not intend that any transferee of those liabilities or Debtor liabilities (the "*Transferee*") will be treated as a Primary Creditor or a Secured Party for the purposes of the Intercreditor Agreement), to execute and deliver or enter into any agreement to dispose of all or part of those liabilities or Debtor liabilities, *provided* that, notwithstanding any other provision of any Debt Document, the Transferee shall not be treated as a Primary Creditor or a Secured Party for the purposes of the Intercreditor Agreement; and
 - (ii) (if the Security Agent (acting in accordance with the Intercreditor Agreement) does intend that any Transferee will be treated as a Primary Creditor or a Secured Party for the purposes of the Intercreditor Agreement), to execute and deliver or enter into any agreement to dispose of: all (and not part only) of the liabilities owed to the Primary Creditors and Operating Facility Lenders and all or part of any other liabilities and the Debtor liabilities,

on behalf of, in each case, the relevant Creditors, Operating Facility Lenders and Debtors;

- (e) if the asset which is disposed of consists of shares in the capital of a Debtor or the holding company of a Debtor (the "*Disposed Entity*") and the Security Agent (acting in accordance with the Intercreditor Agreement) decides to transfer to another Debtor (the "*Receiving Entity*") all or any part of the Disposed Entity's obligations or any obligations of any subsidiary of that Disposed Entity in respect of the intra-group liabilities or the Debtor liabilities, to execute and deliver or enter into any agreement to:
 - (i) agree to the transfer of all or part of the obligations in respect of those intra-group liabilities or Debtor liabilities on behalf of the relevant intra-group lenders and Debtors to which those obligations are owed and on behalf of the Debtors which owe those obligations; and
 - (ii) (if the Receiving Entity is a holding company of the Disposed Entity which is also a guarantor of Senior Liabilities) to accept the transfer of all or part of the obligations in respect of those intra-group liabilities or Debtor liabilities on behalf of the Receiving Entity or Receiving Entities to which the obligations in respect of those intra-group liabilities or Debtor liabilities are to be transferred.

The net proceeds of each Distressed Disposal (and the net proceeds of any disposal of liabilities or Debtor liabilities) shall be paid to the Security Agent for application in accordance with the provisions set out under the caption "*—Application of Proceeds*" (to the extent that the asset disposed of constitutes charged property) as if those proceeds were the proceeds of an enforcement of the security and, to the extent that any disposal of liabilities or Debtor liabilities has occurred, as if that disposal of liabilities or Debtor liabilities had not occurred.

In the case of a Distressed Disposal (or a disposal of liabilities) effected by, or at the request of, the Security Agent (acting in accordance with the Intercreditor Agreement), the Security Agent shall take reasonable care to obtain a fair market price in the prevailing market conditions (though the Security Agent shall not have any obligation to postpone any such Distressed Disposal or disposal of liabilities in order to achieve a higher price).

Where borrowing liabilities, guarantee liabilities and/or other liabilities would otherwise be released pursuant to the Intercreditor Agreement, the Creditor or Operating Facility Lender concerned may elect to have those borrowing liabilities, guarantee liabilities and/or other liabilities transferred to the Company in which case the Security Agent is irrevocably authorized (to the extent legally possible and at the cost of the relevant Debtor or the Company and without any consent, sanction, authority or further confirmation from any Creditor, Operating Facility Lender, other Secured Party or Debtor) to execute such documents as are required to so transfer those borrowing liabilities, guarantee liabilities and/or other liabilities.

Subject to the immediately following two paragraphs, in the case of a Distressed Disposal effected by or at the request of the Security Agent, unless the consent of each Senior Agent is otherwise obtained, it is a further condition to any release, transfer or disposal that the proceeds of such disposal are in cash (or substantially all in cash) and such sale or disposal is made pursuant to a public auction in respect of which the Primary Creditors are entitled to participate or where a financial advisor selected by the Security Agent has delivered an opinion in respect of such sale or disposal that the amount received in connection therewith is fair from a financial point of view taking into account all relevant circumstances, including the method of enforcement, *provided* that the liability of such financial advisor may be limited to the amount of its fees in respect of such engagement (it being acknowledged that the Security Agent shall have no obligation to select or engage any financial advisor unless it shall have been indemnified and/or secured and/or prefunded to its satisfaction).

If prior to the Permitted Second Lien Financing Discharge Date, a Distressed Disposal is being effected such that any Permitted Second Lien Financing Liabilities will be released or disposed of, or any security securing the Permitted Second Lien Financing Liabilities will be released, it is a further condition to the release that either:

- (a) each Second Lien Agent has approved the release; or
- (b) where shares or assets of a Second Lien Borrower or a Second Lien Guarantor are sold:
 - (i) the proceeds of such sale or disposal are in cash (or substantially in cash); and
 - (ii) all claims of the Senior Creditors, the Notes Creditors, the Permitted Senior Financing Creditors and the Operating Facility Lenders (other than in relation to performance bonds or guarantees or similar instruments) against a member of the Group (if any) all of whose shares (other than any minority interest not owned by members of the Group) are sold or disposed of pursuant to such Enforcement Action, are unconditionally released and discharged or sold or disposed of concurrently with such sale (and are not assumed by the purchaser or one of its affiliates) and all security under the security documents in respect of the assets that are sold or disposed of is simultaneously and unconditionally released and discharged concurrently with such sale, *provided* that if each of the Agent, the Trustee and any Senior Creditor Representative (acting reasonably and in good faith):
 - (A) determines that the Senior Secured Creditors will recover a greater amount if any such claim is sold or otherwise transferred to the purchaser or one of its Affiliates and not released and discharged; and
 - (B) serves a written notice on the Security Agent confirming the same, the Security Agent shall be entitled to sell or otherwise transfer such claim to the purchaser or one of its affiliates; and
 - (iii) such sale or disposal is made:
 - (A) pursuant to a public auction in respect of which the Primary Creditors are entitled to participate; or
 - (B) where a financial advisor selected by the Security Agent has delivered an opinion in respect of such sale or disposal that the amount received in connection therewith is fair from a financial point of view, taking into account all relevant circumstances, including the method of enforcement, *provided* that the liability of such financial advisor may be limited to the amount of its fees in respect of such engagement (it being acknowledged that the Security Agent shall have no obligation to select or engage any financial advisor unless it shall have been indemnified and/or secured and/or prefunded to its satisfaction).

If prior to the High Yield Discharge Date and/or the Senior Parent Discharge Date, a Distressed Disposal is being effected such that the High Yield Guarantees and/or the Senior Parent Guarantees (as the case may be) or any Shared Security over the assets of a Senior Parent Debt Issuer, a High Yield Guarantor or any Senior Parent Guarantor will be released, the Senior Parent Notes Liabilities or any Permitted Parent Financing Liabilities will be released, it is a further condition to the release that either:

- (a) the High Yield Notes Trustee, the Senior Parent Notes Trustee and any Senior Parent Creditor Representative has approved the release; or

- (b) where shares or assets of a High Yield Guarantor or a Senior Parent Guarantor or assets of the Senior Parent Debt Issuer are sold:
 - (i) the proceeds of such sale or disposal are in cash (or substantially in cash); and
 - (ii) all claims of the Senior Secured Creditors and the Operating Facility Lenders (other than in relation to performance bonds or guarantees or similar instruments) against a member of the Group (if any), all of whose shares (other than any minority interest not owned by members of the Group) are sold or disposed of pursuant to such Enforcement Action, are unconditionally released and discharged or sold or disposed of concurrently with such sale (and are not assumed by the purchaser or one of its affiliates), and all security under the security documents in respect of the assets that are sold or disposed of is simultaneously and unconditionally released and discharged concurrently with such sale, *provided* that, if each Senior Agent (acting reasonably and in good faith):
 - (A) determines that the Senior Secured Creditors will recover a greater amount if such claim is sold or otherwise transferred to the purchaser or one of its affiliates and not released or discharged; and
 - (B) serves a written notice on the Security Agent confirming the same,
- the Security Agent shall be entitled to sell or otherwise transfer such claim to the purchaser or one of its affiliates; and
- (iii) such sale or disposal is made:
 - (A) pursuant to a public auction in respect of which the Primary Creditors are entitled to participate; or
 - (B) where a financial advisor selected by the Security Agent has delivered an opinion in respect of such sale or disposal that the amount received in connection therewith is fair from a financial point of view, taking into account all relevant circumstances, including the method of enforcement, *provided* that the liability of such financial advisor may be limited to the amount of its fees in respect of such engagement (it being acknowledged that the Security Agent shall have no obligation to select or engage any financial advisor unless it shall have been indemnified and/or secured and/or prefunded to its satisfaction).

Application of Proceeds

Order of Application

The Intercreditor Agreement provides that all amounts from time to time received or recovered by the Security Agent pursuant to the terms of the Intercreditor Agreement in relation to any Debt Document or in connection with the realization or enforcement of all or any part of the security (for the purposes of this “—*Application of Proceeds*” section and the “—*Equalization of the Senior Secured Creditors*” section, the “*Recoveries*”) shall be applied by the Security Agent at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this “—*Application of Proceeds*” section), in the following order of priority:

- (a) in discharging any sums owing to the Agent (in respect of the amounts due to the Agent), any Senior Creditor Representative (in respect of amounts due to the Senior Creditor Representative), any Second Lien Agent (in respect of amounts due to the Second Lien Agent), any Second Lien Creditor Representative (in respect of amounts due to the Second Lien Creditor Representative), any Senior Parent Creditor Representative (in respect of amounts due to the Senior Parent Creditor Representative) or any amounts due to the Trustee, or any amounts due to the High Yield Notes Trustee or amounts due to the Senior Parent Notes Trustee, or any sums owing to the Security Agent, any receiver or any delegate on a pro rata and *pari passu* basis;
- (b) in payment of all costs and expenses incurred by any agent, Primary Creditor or Operating Facility Lender in connection with any realization or enforcement of the security taken in accordance with the terms of the Intercreditor Agreement or any action taken at the request of the Security Agent under the Intercreditor Agreement;

- (c) in payment to:
- (i) the Agent on its own behalf and on behalf of the senior arrangers and the Senior Lenders;
 - (ii) the Hedge Counterparties; and
 - (iii) the Operating Facility Lenders;
- for application towards the discharge of:
- (A) the liabilities of the Debtors owing to the arrangers under or in connection with the Senior Credit Facilities and the Senior Lender Liabilities (in accordance with the terms of the finance documents relating to the Senior Credit Facilities);
 - (B) the priority Hedging Liabilities (on a pro rata basis between the priority Hedging Liabilities of each Hedge Counterparty); and
 - (C) the Operating Facility Liabilities (on a pro rata basis between the Operating Facility Liabilities of each Operating Facility Lender)
- on a pro rata basis and *pari passu* between the immediately preceding paragraphs (A) to (C) above,
- (d) in payment to:
- (i) the Trustee on its own behalf and on behalf of the holders of the Notes;
 - (ii) each Senior Creditor Representative on its own behalf and on behalf of the arrangers with respect to the Permitted Senior Financing Debt and the Permitted Senior Financing Creditors; and
 - (iii) the Hedge Counterparties
- for application towards the discharge of:
- (A) the Notes liabilities (other than sums owing to the Security Agent) (in accordance with the terms of the Notes finance documents);
 - (B) the liabilities of the Debtors owed to the arrangers of the Permitted Senior Financing Debt and the Permitted Senior Financing Liabilities (other than the liabilities owing to a Senior Creditor Representative), in accordance with the terms of the Permitted Senior Financing Documents and, if there is more than one Permitted Senior Financing Agreement, on a pro rata basis between the Permitted Senior Financing Debt (in respect of each Permitted Senior Financing Agreement);
 - (C) the other Hedging Liabilities (on a pro rata basis between the other Hedging Liabilities of each Hedge Counterparty)
- on a pro rata basis and *pari passu* between the immediately preceding paragraphs (A) to (C) above;
- (e) in payment to each Second Lien Creditor Representative on its own behalf and on behalf of any arranger under or in connection with the Permitted Second Lien Financing Documents and the Permitted Second Lien Financing Creditors, for application towards the discharge of: the Permitted Second Lien Financing Arranger Liabilities and the Permitted Second Lien Financing Liabilities (other than the Second Lien Agent Liabilities) (in accordance with the terms of the Permitted Second Lien Financing Documents and, if there is more than one Permitted Second Lien Financing Agreement, on a pro rata basis between the Permitted Second Lien Financing Debt in respect of each Permitted Second Lien Financing Agreement), on a pro rata basis;
- (f) to the extent attributable to the Shared Security, the High Yield Guarantee or the Senior Parent Guarantee, in payment to:
- (i) each High Yield Notes Trustee on its own behalf and on behalf of the holders of the High Yield

Notes;

- (ii) each Senior Parent Notes Trustee on its own behalf and on behalf of the holders of Senior Parent Notes; and
- (iii) each Senior Parent Creditor Representative on its own behalf and on behalf of the arrangers under the Permitted Parent Financing Debt and the Permitted Parent Financing Creditors;

for application towards the discharge of:

- (A) the High Yield Notes Liabilities (other than any sums owing to the Security Agent) (in accordance with the terms of the High Yield Notes finance documents);
 - (B) the Senior Parent Notes Liabilities (other than any sums owing to the Security Agent) (in accordance with the terms of the Senior Parent Notes finance documents); and
 - (C) the liabilities of the Debtors owed to the arrangers of the Permitted Parent Financing Debt and the Permitted Parent Financing Liabilities (other than the liabilities owing to a Senior Parent Creditor Representative) (in accordance with the terms of the Permitted Parent Financing Documents and, if there is more than one Permitted Parent Financing Agreement, on a pro rata basis between the Permitted Parent Financing Debt in respect of each Permitted Parent Financing Agreement), on a pro rata basis and *pari passu* between the immediately preceding paragraphs (A) to (C) above;
- (g) if none of the Debtors is under any further actual or contingent liability under any Secured Debt Document, in payment to any person to whom the Security Agent is obliged to pay in priority to any Debtor; and
 - (h) the balance, if any, in payment to the relevant Debtor.

The Security Agent is authorized under the Intercreditor Agreement to hold any non-cash consideration received or recovered in connection with the realization or enforcement of all or any part of the security until cash is received for any such non-cash consideration, *provided* that the Security Agent may distribute any such non-cash consideration to a Secured Party which has agreed, on terms satisfactory to the Security Agent, to receive such non-cash consideration and the liabilities owed to that Secured Party shall be reduced by an amount equal to the value of that non-cash consideration upon receipt by that Secured Party of that non-cash consideration.

Liabilities of the Senior Parent Debt Issuer

Subject to the provisions of the Intercreditor Agreement, all amounts from time to time received or recovered by the Security Agent from or in respect of the Senior Parent Debt Issuer pursuant to the terms of any Debt Document (other than in connection with the realization or enforcement of all or any part of the security) shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law in the following order of priority:

- (a) in accordance with paragraph (a) of the section captioned “—*Order of Application*;”
- (b) in accordance with paragraph (b) of the section captioned “—*Order of Application*;”
- (c) in accordance with paragraph (c) of the section captioned “—*Order of Application*;”
- (d) in accordance with paragraphs (d) to (f) of the section captioned “—*Order of Application*,” *provided* that payments will be made on a pro rata basis and *pari passu* between each of the payments referred to in paragraphs (d) and (to the extent relating to Liabilities in respect of Senior Parent Notes and/or Permitted Parent Financing Debt where the relevant Senior Parent Debt Issuer is the issuer or, as the case may be, the borrower) (f);
- (e) if none of the Debtors is under any further actual or contingent liability under any Secured Debt Document, in payment to any person to whom the Security Agent is obliged to pay in priority to any Debtor; and
- (f) the balance, if any, in payment to the relevant Debtor.

Equalization of the Senior Secured Creditors

The Intercreditor Agreement provides that if, for any reason, any Senior Liabilities (other than the Permitted Second Lien Financing Liabilities) or any Operating Facility Liabilities remain unpaid after the enforcement date and the resulting losses are not borne by the Senior Secured Creditors and the Operating Facility Lenders in the proportions which their respective exposures at the enforcement date bore to the aggregate exposures of all the Senior Secured Creditors and the Operating Facility Lenders at the enforcement date (or, in the case of Recoveries resulting from the realization or enforcement of all or any part of the security or a transaction in lieu thereof, in a manner reflecting the order of priority contemplated in the section captioned “—*Application of Proceeds—Order of Application*”), the Senior Secured Creditors and the Operating Facility Lenders will make such payments among themselves as the Security Agent shall require to put the Senior Secured Creditors and the Operating Facility Lenders in such a position that (after taking into account such payments) those losses are borne in those proportions (or, as the case may be, to otherwise reflect the order of priority contemplated in the section captioned “—*Application of Proceeds—Order of Application*”).

Group Pushdown

An “*IPO Entity*” shall be the Company or any Restricted Subsidiary notified to the Security Agent under the Intercreditor Agreement as the person to be treated as the IPO Entity in relation to an IPO (“*IPO Event*”); *provided* that the IPO Entity shall be a Restricted Subsidiary which will issue shares, or whose shares are to be sold pursuant to that IPO Event (or a holding company of such Restricted Subsidiary) and, *provided, further*, that the Company may not designate the Issuer or a subsidiary of Cirsa Gaming Corporation, S.A. as the IPO Entity.

The Intercreditor Agreement provides that on, in contemplation of, or after, an IPO Event of an IPO Entity at the Company’s option:

- (a) the Group shall comprise only the IPO Entity and its Restricted Subsidiaries from time to time;
- (b) the IPO Entity shall take on the Company’s role under the Intercreditor Agreement;
- (c) none of the representations, warranties, undertakings or other provisions of the Intercreditor Agreement shall apply to any holding company of the IPO Entity (whether in its capacity as a Debtor or otherwise);
- (d) no event, matter or circumstance relating to any holding company of the IPO Entity (whether in its capacity as a Debtor or otherwise) shall, or shall be deemed to, directly or indirectly constitute or result in a breach of any representation, warranty, undertaking or other term of the Intercreditor Agreement or a default or an event of default;
- (e) each holding company of the IPO Entity shall be irrevocably and unconditionally released from all obligations under the Intercreditor Agreement and the security documents (including any security granted by any such holding company); and unless otherwise notified by the Company:
 - (i) each person which is party to the Intercreditor Agreement as an investor shall be irrevocably and unconditionally released from the Intercreditor Agreement and all obligations and restrictions under the Intercreditor Agreement (and from the date specified by Midco that person shall cease to be party to the Intercreditor Agreement as an Investor and shall have no further rights or obligations under the Intercreditor Agreement as an investor); and
 - (ii) there shall be no obligation or requirement for any person to become party to the Intercreditor Agreement as an investor, such amendments being a “*Group Pushdown*.”

In the event that any person is released from or does not become party to the Intercreditor Agreement as an investor as a consequence of the above paragraph, any term of any Debt Document which requires or assumes that any person be an investor or that any liabilities or obligations to such person be subject to the Intercreditor Agreement or otherwise subordinated shall cease to apply.

The Company must provide written notice to the Security Agent in order to implement a Group Pushdown. Such a notice may be revoked prior to the IPO Event to which it relates *provided* that (where requested by an Instructing Group) any security which was released is reinstated and any investor which was released from its obligations under the Intercreditor Agreement accedes again.

The parties to the Intercreditor Agreement shall be required to enter into any amendment to or replacement of it and/or take such other action as is required by the Company to facilitate or reflect any of the matters contemplated by the preceding paragraph and the Security Agent is irrevocably authorized to promptly execute any release or other document

and/or take such other action under or in relation to any Debt Document (or any asset subject or expressed to be subject to any security document) as is requested in order to complete, implement or facilitate such matters.

Required Consents

The Intercreditor Agreement provides that, subject to certain exceptions, it and/or a security document may be amended or waived only with the written consent of:

- (a) if the relevant amendment or waiver (the “*Proposed Amendment*”) is prohibited by any Senior Credit Facilities Agreement, the Agent (acting on the instructions of the requisite Senior Lenders in accordance with the applicable provisions of the Senior Credit Facilities Agreement);
- (b) if any Notes have been issued and the Proposed Amendment is prohibited by the terms of the relevant Indenture, the Trustee;
- (c) if any Permitted Senior Financing Debt has been incurred and the Proposed Amendment is prohibited by the terms of the relevant Permitted Senior Financing Agreement, the Senior Creditor Representative in respect of that Permitted Senior Financing Debt (if applicable, acting on the instructions of the Majority Permitted Senior Financing Creditors);
- (d) if any Permitted Second Lien Financing Debt has been incurred and the Proposed Amendment is prohibited by the terms of the relevant Permitted Second Lien Financing Agreement, the Senior Creditor Representative in respect of that Permitted Second Lien Financing Debt (if applicable, acting on the instructions of the Majority Permitted Second Lien Financing Creditors);
- (e) if any High Yield Notes have been issued and the Proposed Amendment is prohibited by the term of the relevant High Yield Notes indenture, the High Yield Notes Trustee;
- (f) if any Senior Parent Notes have been issued and the Proposed Amendment is prohibited by the terms of the relevant Senior Parent Notes Indenture, the Senior Parent Notes Trustee;
- (g) if any Permitted Parent Financing Debt has been incurred and the Proposed Amendment is prohibited by the terms of the relevant Permitted Parent Financing Agreement, the Senior Parent Creditor Representative in respect of that Permitted Parent Financing Debt (if applicable, acting on the instructions of the Majority Permitted Parent Financing Creditors);
- (h) if a Hedge Counterparty is providing hedging to a Debtor under a hedging agreement, that Hedge Counterparty (in each case only to the extent that the relevant amendment or waiver adversely affects the continuing rights and/or obligations of that Hedge Counterparty and is an amendment or waiver which is expressed to require the consent of that Hedge Counterparty under the applicable hedging agreement, as notified by the Company to the Security Agent at the time of the relevant amendment or waiver);
- (i) if an Operating Facility Lender is providing one or more facility to a Debtor under an Operating Facility Document, that Operating Facility Lender (in each case only to the extent that the relevant amendment or waiver adversely affects the continuing rights and/or obligations of that Operating Facility Lender and is an amendment or waiver which is expressed to require the consent of that Operating Facility Lender under the applicable Operating Facility Document, as notified by the Company to the Security Agent at the time of the relevant amendment or waiver);
- (j) the investors (as permitted under the Intercreditor Agreement); and
- (k) the Company.

Notwithstanding the foregoing, any amendment or waiver of any Secured Debt Document that is made or effected in connection with any Debt Refinancing (see “—*Debt Refinancing*”), any incurrence of additional and/or refinancing debt (as referred to in “—*Ranking and Priority—Additional and/or Refinancing Debt*”) or Non-Distressed Disposal (see “—*Proceeds of Disposals—Non-Distressed Disposals*”) or in connection with any other provision of any Secured Debt Document (*provided* that such amendment or waiver is not expressly prohibited by the terms of any other Secured Debt Document) shall be binding on all parties to the Intercreditor Agreement.

The Intercreditor Agreement or a security document may be amended by the Company and the Security Agent without the consent of any other party, to cure defects, resolve ambiguities or reflect changes in each case of a minor technical or administrative nature or as otherwise for the benefit of all or any of the Secured Parties. Any amendment,

waiver or consent which relates only to the rights or obligations applicable to creditors under a particular Debt Financing Agreement (and which does not materially and adversely affect the rights or interests of creditors under other Debt Financing Agreements) may be approved with only the consent of the agent in respect of that Debt Financing Agreement and the Company.

Amendments and Waivers: Security Documents

Subject to the paragraph below and to certain exceptions under the Intercreditor Agreement and unless the provisions of any Debt Document expressly provide otherwise, the Security Agent may, if authorized by an Instructing Group, and if the Company consents, amend the terms of, waive any of the requirements of or grant consents under, any of the security documents which shall be binding on each party.

Subject to the second and third paragraphs of the section captioned “—*Exceptions*” below, any amendment or waiver of, or consent under, any security document which would adversely affect the nature or scope of the charged property or the manner in which the proceeds of enforcement of the security are distributed requires approval as set out under the section captioned “—*Required Consents*.”

Exceptions

Subject to the following paragraph of this “—*Exceptions*” section, an amendment, waiver or consent which adversely relates to the express rights or obligations of an agent, an arranger or the Security Agent (in each case in such capacity) may not be effected without the consent of that agent, that arranger or the Security Agent (as the case may be) at such time.

The foregoing shall not apply:

- to any release of security, claim or liabilities; or
- to any consent,

which, in each case, the Security Agent gives in accordance with the provisions set out in the caption “—*Proceeds of Disposals*” above.

The first paragraph of this “—*Exceptions*” section shall apply to an arranger only to the extent that the arranger liabilities are then owed to that arranger.

Agreement to Override

Unless expressly stated otherwise in the Intercreditor Agreement, the Intercreditor Agreement overrides anything in the Debt Documents to the contrary.

Debt of the Group

The following is a summary of certain of our indebtedness as of September 30, 2023 (before giving effect to the Refinancing Transactions).

(in € millions)	Payments due by period ending September 30,					After September 30,	Total
	2024	2025	2026	2027	2028	2028	
Bank Loan Agreements	18.5	14.6	20.7	4.1	0.6	—	58.6
Revolving & Loan Credit Facilities	—	—	—	—	—	—	—
Local Revolving Facilities	3.9	—	—	—	—	—	3.9
Receivables Financing	0.0	—	—	—	—	—	0.0
Bank Loans	22.4	14.6	20.7	4.1	0.6	—	62.5
Capital Leasing Agreements	0.6	0.3	—	—	—	—	0.9
Total Bank Debt	23.0	14.9	20.7	4.1	0.6	—	63.4
Senior Notes	19.4	387.6	—	609.7	1,096.1	—	2,112.8
Gaming Tax Deferrals	0.0	—	—	—	—	—	0.0
Capitalization of Operating Leases	56.1	43.5	39.6	34.0	23.4	90.7	287.4
Other Financial Debt	7.5	5.4	9.5	0.8	0.7	7.3	31.1
Total	106.0	451.5	69.8	648.7	1,120.8	98.0	2,494.8

Bank Loan Agreements

As of September 30, 2023, we were party to 56 bank loan agreements with 12 banks. As of September 30, 2023, the aggregate outstanding principal amount under these loans was €58.6 million with interest rates ranging between 1.5% and 7.6%. The loan agreements typically contain financial maintenance and certain restrictive covenants.

Local Revolving Facilities

As of September 30, 2023, we were party to 32 revolving facilities with eight banks which agreements provide for, subject to satisfaction of certain drawn down conditions, aggregate borrowings of up to €26.3 million. As of September 30, 2023, the aggregate outstanding principal amount under these credit facilities was €3.9 million with interest rates ranging between 1.8% and 7.4%. These revolving facilities have an average term of three years, but can be terminated at the discretion of the lender annually.

Receivables Financing

We have, from time to time, entered into financing arrangements under which we obtain loans backed by a portion of our trade receivables. These arrangements do not have a maturity of more than 180 days. As of September 30, 2023, we were not party to any receivable financing agreements.

Capital Leasing Agreements

As of September 30, 2023, we were party to eight capital leasing agreements with six financial institutions. Most of these leasing agreements are granted under master leasing agreements that set forth the main terms and conditions of each lease and have a term of three to four years.

As of September 30, 2023, the aggregate outstanding principal amount (including accrued interest) of these leasing agreements was €0.9 million.

Gaming Tax Deferrals

In Spain, gaming tax accrues annually and, in most of the Spanish autonomous regions, gaming tax is required to be paid in quarterly installments.

We generally apply for a deferment of the payment of the gaming tax with the tax authorities of the various Spanish autonomous regions in which we operate for a period ranging from three to six months. Typically, gaming taxes may be deferred for three to six months, but, from time to time, some tax authorities expressly authorize the deferment of gaming taxes for a period greater than one year. As of September 30, 2023, our aggregate amount of deferred gaming taxes was €0.

Capitalization of Operating Leases

Capitalization of operating leases represents the capitalization of certain operating leases recorded under “lease liabilities” as non-current liabilities and current liabilities. As of September 30, 2023, the aggregate outstanding principal amount of capitalized operating leases was €287.4 million.

Other Financial Debt

We grant promissory loans from time to time to finance the purchase of gaming assets. As of September 30, 2023, the aggregate outstanding amount of such promissory loans was €31.1 million. Some of these loans may be secured by the assets of the acquired companies.

DESCRIPTION OF THE NOTES

The following is a description of the €450,000,000 aggregate principal amount of 6.500% Senior Secured Notes due 2029 (the “*New Fixed Rate Notes*”) and the €200,000,000 aggregate principal amount of Floating Rate Senior Secured Notes due 2028 (the “*New Floating Rate Notes*”) and, together with the New Fixed Rate Notes, the “*New Notes*”). The New Notes will be issued by Cirsa Finance International S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, under the indenture (the “*Indenture*”) dated as of July 19, 2023 between, among others, the Issuer, Cirsa Enterprises, S.A.U., a public limited liability company incorporated under the laws of Spain (the “*Company*”), and Deutsche Trustee Company Limited, as Trustee (the “*Trustee*”), in a private transaction that is not subject to the registration requirements of the U.S. Securities Act of 1933 (as amended, the “*U.S. Securities Act*”). See “*Transfer Restrictions*.” The terms of the New Notes include those stated in the Indenture and will not be qualified under nor will they incorporate provisions by reference, or be subject, to the U.S. Trust Indenture Act of 1939 (as amended). Holders are referred to the Indenture for a statement thereof.

The New Notes, together with the €375,000,000 aggregate principal amount of 7.875% Senior Secured Notes due 2028 issued under the Indenture (the “*2028 Fixed Rate Notes*”) and the €325,000,000 aggregate principal amount of Floating Rate Senior Secured Notes due 2028 issued under the Indenture (the “*2028 Floating Rate Notes*”) and, together with the 2028 Fixed Rate Notes, the “*2028 Notes*”), will be treated as a single class for all purposes under the Indenture, including with respect to waivers, amendments, redemptions and offers to purchase, except as otherwise specified with respect to the New Notes. However, the New Fixed Rate Notes will be issued as a separate series from the 2028 Notes under the Indenture, will have different common codes and ISINs than the 2028 Notes, will have a different maturity and interest rate than the 2028 Notes, will have different redemption prices than the 2028 Notes and will not be fungible with either series of the 2028 Notes for U.S. federal income tax purposes. The New Floating Rate Notes and the 2028 Floating Rate Notes will form a single series under the Indenture and the New Floating Rate Notes will have the same ISIN and common codes as the 2028 Floating Rate Notes sold outside the United States pursuant to Regulation S of the U.S. Securities Act, *provided* that the New Floating Rate Notes will initially be issued bearing a temporary ISIN and common code. On and from the consolidation date (the date which is 40 days after the later of the date of the original issuance of the New Floating Rate Notes and the last date on which we or any of our affiliates were the owner of the New Floating Rate Notes), the New Floating Rate Notes will be consolidated and fully fungible with the 2028 Floating Rate Notes sold outside the United States pursuant to Regulation S.

The proceeds of the offering of the New Notes sold on the Issue Date will be used (i) to redeem the entire outstanding amount of the 2025 Notes issued under the 2019 Indenture, (ii) for distribution to LHMC Finco 2 S.à r.l. in order to repay a portion of the outstanding amount of its PIK Notes issued under the PIK Indenture, (iii) to redeem a portion of the outstanding amount of the 10.375% 2027 Notes issued under the 2019 Indenture, (iv) to pay the accrued and unpaid interest in respect of the 2025 Notes and the PIK Notes being redeemed and the redemption premium and accrued and unpaid interest in respect of the 10.375% 2027 Notes being redeemed as well as fees and expenses associated with the Offering and (v) for general corporate purposes. See “*Use of Proceeds*.”

Upon the issuance of the New Notes on or about the Issue Date, the New Notes will be obligations of the Issuer and will be guaranteed on a senior secured basis by the Company (the “*Parent Guarantee*”) and the Subsidiary Guarantors (as defined herein), in each case, subject to the Agreed Security Principles. The Guarantors that are Restricted Subsidiaries of the Company are referred to herein as the “*Subsidiary Guarantors*,” and each guarantee provided by such a Subsidiary Guarantor, a “*Subsidiary Guarantee*.”

In this “*Description of the Notes*,” the term “*Issuer*” refers only to Cirsa Finance International S.à r.l. and any successor obligor to Cirsa Finance International S.à r.l. with respect to the New Notes, and not to its direct parent, the Company, and the term “*Company*” refers only to Cirsa Enterprises, S.A.U. and any successor obligor to Cirsa Enterprises, S.A.U. with respect to its guarantee of the New Notes and not to any of its Subsidiaries. You can find the definitions of certain terms used in this description under “*Certain Definitions*.” Unless the context requires otherwise, references to the “*Notes*” in this Description of the Notes include the 2028 Notes, the New Notes and any additional notes subsequently issued under the Indenture as described below under “*Additional Notes*.”

The Indenture is subject to the terms of the Intercreditor Agreement and any Additional Intercreditor Agreements (as defined below), and in the case of certain conflicts between the terms of the Indenture and the Intercreditor Agreement, the terms of the Intercreditor Agreement will prevail. The terms of the Intercreditor Agreement are important to understanding the relative ranking of indebtedness and security, the ability to make payments in respect of the indebtedness, the procedures for undertaking enforcement action, the subordination of certain indebtedness, turnover obligations, release of security and guarantees, and the payment waterfall for amounts received by the Security Agent (defined below). See “*Description of Other Indebtedness—Intercreditor Agreement*” for a description of certain terms of the Intercreditor Agreement.

The following is a summary of the material provisions of the Indenture and the New Notes, and refers to the Intercreditor Agreement and the other Collateral Documents. This description does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all provisions of the Indenture, the New Notes, the Intercreditor Agreement and the other Collateral Documents, respectively. Because this description is a summary, it may not contain all the information that is important to you. You should read the Indenture, the New Notes, the Intercreditor Agreement and the other Collateral Documents in their entirety. Copies of such documents are available as described under “*Where You Can Find Other Information.*”

Brief Description of the New Notes and the Guarantees

The New Notes will be:

- senior obligations of the Issuer, secured by the Collateral described below on a first-priority basis (or treated as such pursuant to the terms of the Intercreditor Agreement) along with obligations under the 2027 Notes, the 2028 Notes, the Senior Credit Facilities, certain Hedging Obligations and certain other future indebtedness (although any liabilities in respect of obligations under the Senior Credit Facilities, certain Hedging Obligations and certain other future indebtedness that are secured by the Collateral, designated hereunder as Priority Payment Lien Obligations, will receive priority over the Holders with respect to any proceeds received upon any enforcement action over the Collateral and certain distressed disposals);
- *pari passu* in right of payment with all existing and future Indebtedness of the Issuer that is not subordinated in right of payment to the New Notes, including the 2027 Notes, the 2028 Notes and the Senior Credit Facilities;
- senior in right of payment to any Subordinated Indebtedness of the Issuer;
- effectively senior to any existing or future unsecured obligations of the Issuer, to the extent of the value of the Collateral that is available to satisfy the obligations under the New Notes; and
- guaranteed by the Guarantors, which guarantees may be subject to the guarantee limitations described in “*Limitations on Validity and Enforceability of Guarantees and Security.*”

The Parent Guarantee of the New Notes will be:

- the senior obligation of the Company, secured by the Collateral described below on a first-priority basis along with obligations under the 2027 Notes, the 2028 Notes, the Senior Credit Facilities, certain Hedging Obligations and certain other future indebtedness (although any liabilities in respect of obligations under the Senior Credit Facilities, certain Hedging Obligations and certain other future indebtedness that are secured by the Collateral, designated hereunder as Priority Payment Lien Obligations, will receive priority over the Holders with respect to any proceeds received upon any enforcement action over the Collateral and certain distressed disposals);
- senior in right of payment to any Subordinated Indebtedness of the Company, including any future Subordinated Shareholder Funding;
- effectively senior to any existing or future unsecured obligations of the Company, to the extent of the value of the Collateral that is available to satisfy the obligations under the Parent Guarantee;
- effectively senior to any existing or future obligations of the Company secured on a basis junior to the Parent Guarantee, to the extent of the value of the Collateral that is available to satisfy the obligations under the Parent Guarantee; and
- subject to limitations described in “*Limitations on Validity and Enforceability of Guarantees and Security.*”

The Subsidiary Guarantees of the New Notes will be:

- the senior obligations of the relevant Subsidiary Guarantor, which will be secured by the Collateral described below on a first-priority basis along with obligations under the 2027 Notes, the 2028 Notes, the Senior Credit Facilities, certain Hedging Obligations and certain other future indebtedness (although any liabilities in respect of obligations under the Senior Credit Facilities, certain Hedging Obligations and certain other future indebtedness that are secured by the Collateral, designated hereunder as Priority Payment Lien Obligations, will receive priority over the Holders with respect to any proceeds received upon any enforcement action

over the Collateral and certain distressed disposals);

- *pari passu* in right of payment with all existing and future Indebtedness of the relevant Subsidiary Guarantor that is not subordinated in right of payment to the New Notes, including the 2027 Notes, the 2028 Notes and the Senior Credit Facilities;
- senior in right of payment to any Subordinated Indebtedness of the relevant Subsidiary Guarantor;
- effectively senior to any existing or future unsecured obligations of the relevant Subsidiary Guarantor, to the extent of the value of the Collateral that is available to satisfy the obligations under the Subsidiary Guarantee;
- effectively senior to any existing or future obligations of the relevant Subsidiary Guarantor secured on a basis junior to its Subsidiary Guarantee, to the extent of the value of the Collateral that is available to satisfy the obligations under the New Notes; and
- subject to limitations described in “*Limitations on Validity and Enforceability of Guarantees and Security*.”

Principal and Maturity

The Issuer will issue €450,000,000 aggregate principal amount of New Fixed Rate Notes and €200,000,000 aggregate principal amount of New Floating Rate Notes on the Issue Date. The New Fixed Rate Notes will mature on March 15, 2029. The New Floating Rate Notes will mature on July 31, 2028. The New Notes will be issued in minimum denominations of €100,000 and in integral multiples of €1,000 in excess thereof.

The rights of holders of beneficial interests in the New Notes to receive the payments on such New Notes are subject to applicable procedures of Euroclear and Clearstream. If the due date for any payment in respect of any New Notes is not a Business Day at the place at which such payment is due to be paid, the Holder thereof will not be entitled to payment of the amount due until the next succeeding Business Day at such place, and will not be entitled to any further interest or other payment as a result of any such delay.

Interest

Interest on the New Fixed Rate Notes

Interest on the New Fixed Rate Notes will accrue at the rate of 6.500% per annum and will be payable, in cash, semi-annually in arrear on April 15 and October 15 of each year, commencing on April 15, 2024 to Holders of record on the immediately preceding Business Day, respectively. Interest on the New Fixed Rate Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of the original issuance. Interest will be computed on the basis of a 360 day year comprised of twelve 30 day months. Each interest period shall end on (but not include) the relevant interest payment date. The interest amount will be calculated by applying the applicable rate to the aggregate principal outstanding of the New Fixed Rate Notes.

Interest on the New Floating Rate Notes

Interest on the New Floating Rate Notes will accrue at a rate per annum (the “*Applicable Rate*”), reset quarterly, equal to EURIBOR plus 450 basis points, as determined by the calculation agent (the “*Calculation Agent*”), which is currently Deutsche Bank AG, London Branch. Interest on the New Floating Rate Notes will:

- accrue from January 31, 2024 or, if interest has already been paid, from the date it was most recently paid;
- be payable in cash quarterly in arrear on each January 31, April 30, July 31 and October 31, commencing on April 30, 2024; and
- be payable to the holder of record of the New Floating Rate Notes on the Business Day immediately preceding the related interest payment date.

Set forth below is a summary of certain of the provisions in the Indenture relating to the calculation of interest on the New Floating Rate Notes.

“*Determination Date*,” with respect to an Interest Period will be the day that is two TARGET Settlement Days preceding the first day of such Interest Period.

“EURIBOR,” with respect to an Interest Period, will be the rate (expressed as a percentage per annum) for deposits in euros for a three-month period beginning on the day that is two TARGET Settlement Days after the Determination Date that appears on EURIBOR01 as of 11:00 a.m. Brussels time, on the Determination Date. If EURIBOR01 does not include such a rate or is unavailable on a Determination Date, the Issuer will request the principal office of each of four major banks in the Euro-zone inter-bank market, as selected by the Issuer in consultation with the Company, to provide such bank’s offered quotation (expressed as a percentage per annum) as of approximately 11:00 a.m., Brussels time, on such Determination Date, to prime banks in the Euro-zone inter-bank market for deposits in a Representative Amount in euros for a three-month period beginning on the day that is two TARGET Settlement Days after the Determination Date. If at least two such offered quotations are so provided, the rate for the Interest Period will be the arithmetic mean of such quotations. If fewer than two such quotations are so provided, the Issuer will request each of three major banks, as selected by the Issuer in consultation with the Company, to provide such bank’s rate (expressed as a percentage per annum), as of approximately 11:00 a.m., Brussels time, on such Determination Date, for loans in a Representative Amount in euros to leading European banks for a three-month period beginning on the day that is two TARGET Settlement Days after the Determination Date. If at least two such rates are so provided, the rate for the Interest Period will be the arithmetic mean of such rates. If fewer than two such rates are so provided then the rate for the Interest Period will be the rate in effect with respect to the immediately preceding Interest Period. In no event shall EURIBOR be less than 0.00%.

If the Issuer determines that the EURIBOR rate is no longer being calculated or administered, or it becomes unlawful for the Calculation Agent to determine any amounts due to be paid using EURIBOR, as at the relevant Determination Date, an alternative rate (and any applicable adjustment spread) (the “*Successor Rate*”) as identified by the Issuer, in consultation with a Rate Determination Agent, appointed by the Issuer in its sole discretion, and promptly thereafter notified by the Issuer to the Calculation Agent, the Trustee and the Holders in accordance with the terms of the Indenture, shall be the new rate replacing EURIBOR and the decision of the Issuer and the Rate Determination Agent will be binding on the Calculation Agent and the Holders; *provided, however* that if a Successor Rate has not been notified to the Calculation Agent, the Trustee and the Holders (along with any clarifications that may be requested) at least twelve Business Days prior to the Determination Date, on the tenth Business Day prior to the Determination Date, the Rate Determination Agent shall notify to the Calculation Agent, the Trustee and the Holders an appropriate alternative rate (and any applicable adjustment spread) that has replaced EURIBOR in customary market usage, and the decision of the Rate Determination Agent will be binding on the Issuer, the Calculation Agent and the Holders for the applicable Interest Period; *provided, further* that any Successor Rate adopted pursuant to this paragraph shall in all cases never be less than 0.00%. Following the adoption of a Successor Rate, all references to “EURIBOR” in the Indenture shall be deemed to refer to such Successor Rate.

The Calculation Agent shall not be obliged to perform any modification which, in the sole opinion of the Calculation Agent, would have the effect of (A) exposing the Calculation Agent to any liability against which it has not been indemnified and/or secured to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Calculation Agent under the Indenture.

Notwithstanding any provision of the Indenture, if in the Calculation Agent’s sole opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation provided for by the terms of a Successor Rate, the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall following consultation with the Rate Determination Agent direct the relevant Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own negligence or wilful misconduct) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such negligence or wilful misconduct) shall not incur any liability for not doing so.

“*Euro-zone*” means the region comprised of member states of the European Union that have adopted the euro.

“*Interest Period*” means the period commencing on and including an interest payment date and ending on and including the day immediately preceding the next succeeding interest payment date, with the exception that the first Interest Period shall commence on the Issue Date and end on and include April 15, 2024 with respect to the New Fixed Rate Notes and April 30, 2024 with respect to the New Floating Rate Notes.

“*Rate Determination Agent*” means (a) an independent financial institution of international standing or an independent financial adviser (that is not an Affiliate of the Issuer nor any of the Agents) as appointed by the Issuer, or (b) if it is not reasonably practicable to appoint a party as referred to under (a), the Issuer.

“*Representative Amount*” means the greater of (i) €1,000,000 and (ii) an amount that is representative for a single transaction in the relevant market at the relevant time.

“*TARGET Settlement Day*” means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (T2) System is open.

If the due date for any payment in respect of any New Note is not a Business Day or a business day at the place at which such payment is due to be paid, the holder thereof will not be entitled to payment of the amount due until the next succeeding Business Day or business day at such place, as the case may be, and will not be entitled to any further interest or other payment as a result of any such delay.

The Calculation Agent shall, as soon as practicable after 11:00 a.m. Brussels time on each Determination Date, determine the Applicable Rate and calculate the aggregate amount of interest payable in respect of the following Interest Period (the “*Interest Amount*”). The Interest Amount shall be calculated by applying the Applicable Rate to the aggregate principal amount of the New Floating Rate Notes, multiplying such amount by the actual amounts of days in the Interest Period concerned divided by 360. All percentages resulting from any of the calculations will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point, with five one-millionths of a percentage point being rounded upwards (i.e., 4.876545% (or 0.04876545) being rounded to 4.87655% (or 0.0487655)). All euro amounts used in or resulting from such calculations will be rounded upwards to the nearest euro cent (with one-half euro cent being rounded upwards). The determination of the Applicable Rate and the Interest Amount by the Calculation Agent shall, in the absence of willful default, bad faith or manifest error, be final and binding on all parties. In no event will the rate of interest on the New Floating Rate Notes be higher than the maximum rate permitted by applicable law; *provided, however*, that the Calculation Agent shall not be responsible for verifying the rate of interest on the New Floating Rate Notes is permitted by any applicable law.

Additional Notes

From time to time, subject to the Issuer’s compliance with the covenants described under the headings “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*” and “—*Certain Covenants—Liens*,” the Issuer is permitted to issue additional Notes (including the New Notes), which shall have terms substantially identical to the Notes of a series, except in respect of any of the following terms which shall be set forth in an Officer’s Certificate delivered by the Issuer to the Trustee (“*Additional Notes*”):

- (1) the title of such Additional Notes;
- (2) the aggregate principal amount of such Additional Notes;
- (3) the date or dates on which such Additional Notes will be issued and will mature;
- (4) the rate or rates (which may be fixed or floating) at which such Additional Notes shall bear interest and, if applicable, the interest rate basis, formula or other method of determining such interest rate or rates, the date or dates from which such interest shall accrue, the interest payment dates on which such interest shall be payable or the method by which such dates will be determined, the record dates for the determination of holders thereof to whom such interest is payable and the basis upon which such interest will be calculated;
- (5) the currency or currencies in which such Additional Notes shall be denominated and the currency in which cash or government obligations in connection with such Additional Notes may be payable;
- (6) the date or dates and price or prices at which, the period or periods within which, and the terms and conditions upon which, such Additional Notes may be redeemed, in whole or in part;
- (7) if other than in minimum denominations of €100,000 and in integral multiples of €1,000 in excess thereof, the denominations in which such Additional Notes shall be issued and redeemed; and
- (8) the ISIN, Common Code or other securities identification numbers with respect to such Additional Notes.

Such Additional Notes will be treated, along with all other New Notes of the same series, as a single class for the purposes of the Indenture with respect to waivers, amendments and all other matters which are not specifically distinguished for such series. Unless the context otherwise requires, for all purposes of the Indenture and this “*Description of the Notes*,” references to “Notes” shall be deemed to include references to the 2028 Notes and the New Notes initially issued on the Issue Date as well as any Additional Notes.

Additional Notes may also be designated as Additional New Fixed Rate Notes or Additional New Floating Rate Notes, but only if having terms substantially identical in all material respects to the New Fixed Rate Notes or the New Floating Rate Notes, as the case may be. The initial New Fixed Rate Notes and any Additional New Fixed Rate Notes shall be deemed to form one series and references to the “New Fixed Rate Notes” shall be deemed to include the New Fixed Rate Notes initially issued on the Issue Date as well as any Additional New Fixed Rate Notes. The 2028 Floating Rate Notes, the New Floating Rate Notes and any Additional New Floating Rate Notes shall be deemed to form one series and

references to the “New Floating Rate Notes” shall be deemed to include the New Floating Rate Notes initially issued on the Issue Date and any Additional New Floating Rate Notes. However, in order for any Additional Notes to have the same ISIN, CUSIP or Common Code, as applicable, as the Notes of the applicable series, such Additional Notes must be fungible with such series of the Notes for U.S. federal income tax purposes.

Methods of Receiving Payments on the New Notes

Principal, premium, if any, interest and Additional Amounts (as defined below), if any, on the Global Notes (as defined below) will be payable at the specified office or agency of the Paying Agent; *provided*, that all such payments with respect to New Notes represented by one or more Global Notes registered in the name of or held by a nominee of the common depositary for the accounts of Euroclear or Clearstream, as applicable, will be made by wire transfer of immediately available funds to the account specified by the Holder or Holders thereof.

Principal, premium, if any, interest and Additional Amounts, if any, on any certificated securities (“*Definitive Registered Notes*”) will be payable at the specified office or agency of the Paying Agent (as defined below) maintained for such purposes. In addition, interest on the Definitive Registered Notes may be paid by bank transfer to the Person entitled thereto as shown on the register for the Definitive Registered Notes. See “—*Paying Agent, Transfer Agent and Registrar for the New Notes.*”

Paying Agent, Transfer Agent and Registrar for the New Notes

The Issuer will maintain one or more paying agents (each, a “*Paying Agent*”) for the New Notes. The initial Paying Agent for the New Notes is Deutsche Bank AG, London Branch (as “*Principal Paying Agent*”). The Issuer will also maintain one or more transfer agents (each, a “*Transfer Agent*”) to facilitate transfer of Definitive Registered Notes on behalf of the Issuer, and the initial Transfer Agent is Deutsche Bank AG, London Branch.

The Issuer will also maintain one or more registrars (each, a “*Registrar*”). The initial Registrar is Deutsche Bank Luxembourg S.A. The Registrar will maintain a register reflecting ownership of the Global Note and Definitive Registered Notes (as defined herein) outstanding from time to time (the “*Register*”).

Upon written notice to the Trustee, the Issuer may change any Paying Agent, Transfer Agent or Registrar for the New Notes without prior notice to the Holders of the New Notes. The Issuer or any of its Subsidiaries may act as Paying Agent or Registrar in respect of the New Notes. For so long as the New Notes are listed on the Official List of the Luxembourg Stock Exchange (the “*Exchange*”) and admitted to trading on the Euro MTF Market and the rules of this exchange so require, the Issuer will publish a notice of any change of Paying Agent, Transfer Agent or Registrar in a newspaper having a general circulation in Luxembourg (currently expected to be the *Luxemburger Wort*) or the website of the Exchange (www.luxse.com) to the extent and in the manner permitted by such rules.

Transfer and Exchange

The New Notes will initially be issued in the form of registered notes in global form without interest coupons, as follows:

- Each series of the New Notes sold within the United States to qualified institutional buyers pursuant to Rule 144A under the Securities Act will initially be represented by global notes in registered form without interest coupons attached (the “*144A Global Notes*”).
- The 144A Global Notes will, upon issuance, be deposited with and registered in the name of the nominee of the common depositary for the accounts of Euroclear and Clearstream.
- Each series of the New Notes sold to non-U.S. persons outside the United States pursuant to Regulation S under the Securities Act will initially be represented by global notes in registered form without interest coupons attached (the “*Regulation S Global Notes*” and, together with the 144A Global Notes, the “*Global Notes*”).
- The Regulation S Global Notes will, upon issuance, be deposited with and registered in the name of the nominee of the common depositary for the accounts of Euroclear and Clearstream.

Ownership of interests in the Global Notes (“*Book-Entry Interests*”) will be limited to Persons that have accounts with Euroclear or Clearstream or Persons that may hold interests through such participants. Ownership of interests in the Book-Entry Interests and transfers thereof will be subject to the restrictions on transfer and certification requirements summarized below and described more fully under “*Transfer Restrictions.*” In addition, transfers of Book-Entry Interests

between participants in Euroclear or participants in Clearstream will be effected by Euroclear or Clearstream, as applicable, pursuant to customary procedures and subject to the applicable rules and procedures established by Euroclear or Clearstream, as applicable, and their respective participants.

Book-Entry Interests in the 144A Global Notes of a series (the “*144A Book-Entry Interests*”) may be transferred to a Person who takes delivery in the form of Book-Entry Interests in the Regulation S Global Notes of such series (the “*Regulation S Book Entry Interests*”) only upon delivery to the Transfer Agent by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made in accordance with Regulation S under the Securities Act.

The New Floating Rate Notes will have the same ISINs and common code numbers, and will be consolidated and fully fungible with the 2028 Floating Rate Notes sold outside the United States pursuant to Regulation S of the Securities Act, provided that the New Floating Rate Notes will initially be issued bearing a temporary ISIN and common code. On and from the consolidation date (the date which is 40 days after the later of the date of the original issuance of the New Floating Rate Notes and the last date on which we or any of our affiliates were the owner of the New Floating Rate Notes), the New Floating Rate Notes will be consolidated and fully fungible with the 2028 Floating Rate Notes sold outside the United States pursuant to Regulation S.

Prior to 40 days after the initial issuance of the New Notes, ownership of Regulation S Book-Entry Interests will be limited to Persons that have accounts with Euroclear or Clearstream or Persons who hold interests through such participants, and any sale or transfer of such interest to U.S. Persons shall not be permitted during such period unless such resale or transfer is made pursuant to Rule 144A under the Securities Act. Subject to the foregoing, Regulation S Book-Entry Interests may be transferred to a Person who takes delivery in the form of 144A Book-Entry Interests only upon delivery to the Transfer Agent by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made to a Person who the transferor reasonably believes is a “qualified institutional buyer” within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A or otherwise in accordance with the transfer restrictions described under “*Transfer Restrictions*” and in accordance with any applicable securities law of any other jurisdiction.

Any Book-Entry Interest that is transferred as described in the immediately preceding paragraphs will, upon transfer, cease to be a Book-Entry Interest in the Global Note from which it was transferred and will become a Book-Entry Interest in the Global Note to which it was transferred. Accordingly, from and after such transfer, it will become subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in the Global Note to which it was transferred.

If Definitive Registered Notes are issued, they will be issued only in minimum denominations of €100,000 aggregate principal amount, and integral multiples of €1,000 in excess thereof, upon receipt by the Registrar of instructions relating thereto and any certificates, opinions and other documentation required by the Indenture. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, as applicable, from the participant that owns the relevant Book-Entry Interests. Definitive Registered Notes issued in exchange for a Book-Entry Interest will, except as set forth in the Indenture or as otherwise determined by the Issuer to be in compliance with applicable law, be subject to, and will have a legend with respect to, the restrictions on transfer summarized below and described more fully under “*Transfer Restrictions*.”

Subject to the restrictions on transfer referred to above, New Notes issued as Definitive Registered Notes may be transferred or exchanged, in whole or in part, in minimum denominations of €100,000 in aggregate principal amount and integral multiples of €1,000 in excess thereof. In connection with any such transfer or exchange, the Indenture requires the transferring or exchanging Holder to, among other things, furnish to the Registrar appropriate endorsements and transfer documents, to furnish information regarding the account of the transferee at Euroclear or Clearstream, as applicable, to furnish certain certificates and opinions, and to pay any taxes, duties and governmental charges in connection with such transfer or exchange. Any such transfer or exchange will be made without charge to the Holder, other than any taxes, duties and governmental charges payable in connection with such transfer.

Notwithstanding the foregoing, the Issuer is not required to register the transfer or exchange of any New Notes:

- (1) for a period of 15 days prior to any date fixed for the redemption of such New Notes;
- (2) for a period of 15 days immediately prior to the date fixed for selection of such New Notes to be redeemed in part;
- (3) for a period of 15 days prior to the record date with respect to any interest payment date applicable to such New Notes; or

- (4) which the Holder has tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer or an Asset Sale Offer (each, as defined below).

The Issuer, the Trustee, the Registrar, the Transfer Agent and the Paying Agent will be entitled to treat the Holder as the owner of New Notes for all purposes.

Restricted Subsidiaries and Unrestricted Subsidiaries

All of the Company's Subsidiaries are Restricted Subsidiaries. In the circumstances described below under "*Certain Definitions—Unrestricted Subsidiary*," the Company will be permitted to designate Restricted Subsidiaries (other than the Issuer) as Unrestricted Subsidiaries. Unrestricted Subsidiaries will not be subject to any of the restrictive covenants in the Indenture.

The Proceeds Loan

On or about the Issue Date, the Issuer will lend to the Company, pursuant to one or more proceeds loans (the "*Proceeds Loan*"), the proceeds of the issuance of the New Notes. Pursuant to certain Collateral Documents, the Issuer will grant security interests in respect of the receivables under the Proceeds Loan to secure the New Notes on a senior basis, which will also secure the 2027 Notes, the 2028 Notes and the Senior Credit Facilities on the same basis. See "*Security*."

It is anticipated that funds received by the Company as payments of interest under the Proceeds Loan will be used to service the interest payments under the New Notes. The Proceeds Loan may have a variable interest rate that allows for higher or lower interest payments from time to time and the principal on the Proceeds Loan may be repaid in order to service interest payments on the New Notes. In addition, subsidiaries of the Company may upstream further funds as needed by means of dividends or loans. The Indenture does not contain any restrictions on the ability of the Issuer or the Company to amend the terms of the Proceeds Loan. Under Spanish law, the obligations of the Company under the Proceeds Loan between the Issuer and the Company will be classified as subordinated claims of the Company, meaning that in an insolvency proceeding, such claims would be subordinated to the preferential and ordinary claims of the Company. See "*Risk Factors—Risks Related to the New Notes, the Guarantees and the Collateral—The Issuer may not be able to recover any amounts under its Proceeds Loan because its rights to receive payments under such Proceeds Loan is subordinated to all third party liabilities of the Company*."

Guarantees

The obligations of the Issuer pursuant to the New Notes, including any payment obligation resulting from a Change of Control (as defined below), will be (subject to the Agreed Security Principles) guaranteed, jointly and severally on a senior secured basis, by the Company and certain of its subsidiaries (each, a "*Guarantor*").

The Guarantors, the type of Guarantee and their respective jurisdictions of incorporation are as follows:

The Company	Parent Guarantee	Madrid (Spain)
Cirsa Gaming Corporation, S.A.	Subsidiary Guarantee	Catalonia (Spain)
Cirsa International Business Corporation, S.L.U. (" <i>CIBC</i> ")	Subsidiary Guarantee	Madrid (Spain)
Uniplay, S.A.U.	Subsidiary Guarantee	Madrid (Spain)
Cirsa Interactive Corporation, S.L.U.	Subsidiary Guarantee	Catalonia (Spain)
Universal de Desarrollos Electrónicos, S.A.U.	Subsidiary Guarantee	Catalonia (Spain)
Genper, S.A.U.	Subsidiary Guarantee	Catalonia (Spain)
Comercial de Desarrollos Electrónicos, S.A.U.	Subsidiary Guarantee	Catalonia (Spain)
Global Game Machine Corporation, S.A.U.	Subsidiary Guarantee	Catalonia (Spain)
Casino Nueva Andalucía Marbella, S.A.U.	Subsidiary Guarantee	Andalusia (Spain)
Juegomatic, S.A.U.	Subsidiary Guarantee	Andalusia (Spain)
Promociones e Inversiones de Guerrero, S.A.P.I. de C.V.	Subsidiary Guarantee	Mexico
Integración Inmobiliaria World de México, S.A. de C.V.	Subsidiary Guarantee	Mexico
Gaming & Services de Panama S.A.	Subsidiary Guarantee	Panama
Sportium Apuestas Digital, S.A.U.	Subsidiary Guarantee	Ceuta (Spain)
Barna Center, S.A.U.	Subsidiary Guarantee	Catalonia (Spain)
Eleval Electrónicos Valencia, S.A.U.	Subsidiary Guarantee	Valencia (Spain)

As of and for the twelve months ended September 30, 2023, the Guarantors represented 32.3% of the Group's revenue, 45.7% of the Group's EBITDA (excluding the negative EBITDA of the Company and certain other subsidiaries) and 27.4% of the Group's total assets (excluding goodwill assets).

The Parent Guarantee and the Subsidiary Guarantees also benefit the 2027 Notes, the 2028 Notes and the Senior Credit Facilities. The obligations of a Guarantor under its Guarantee are contractually limited under the applicable Guarantee to reflect limitations under applicable law with respect to maintenance of share capital, corporate benefit, financial assistance and other legal restrictions applicable to the Guarantors and their respective shareholders, directors and general partners. For a description of such limitations, see *“Limitations on Validity and Enforceability of Guarantees and Security.”* In particular, the Guarantees of the Cirsa Group Guarantors incorporated in Spain will be limited to the value of the 2027 Notes, the 2028 Notes and the New Notes (and any additional Notes so long as they do not infringe Spanish financial assistance laws), to the extent the 2027 Notes, the 2028 Notes and the New Notes do not refinance the proceeds from the 2025 Notes that were not used to refinance the Cirsa’s Group existing indebtedness, and those Guarantees will not apply to those obligations or liabilities which, if guaranteed, will constitute an infringement of Spanish financial assistance laws in accordance with Articles 143.2 and 150 of the Spanish Capital Companies Act. In addition, under Spanish law, the financial assistance restrictions referred to above in relation to Cirsa Group Guarantors incorporated in Spain may also apply to the Cirsa Group Guarantors that are not incorporated in Spain. The Indenture limits all security over the Collateral granted by the subsidiaries of Cirsa incorporated in Spain (and such limitation may be applicable to all Guarantees of the Cirsa Group Guarantors not incorporated in Spain) to the above-mentioned limitations. See *“Risk Factors—Risks Related to the New Notes, the Guarantees and the Collateral—The Collateral may not be sufficient to secure the obligations under the New Notes”* and *“Limitations on Validity and Enforceability of Guarantees and Security—Spain.”*

In addition, as described below under *“—Certain Covenants—Limitation on Guarantees of Indebtedness by Restricted Subsidiaries and Additional Guarantees”* and subject to the Intercreditor Agreement and the Agreed Security Principles, each Restricted Subsidiary of the Company (other than the Issuer) that guarantees the Senior Credit Facilities or certain other indebtedness shall also enter into a supplemental indenture as a Guarantor of the New Notes and accede to the Intercreditor Agreement.

The Agreed Security Principles apply to the granting of guarantees and security in favor of obligations under the New Notes. The Agreed Security Principles include restrictions on the granting of guarantees where, among other things, such grant would be restricted by general statutory limitations, regulatory requirements or restrictions, financial assistance, corporate benefit, capital maintenance rules, liquidity protection rules, fraudulent preference, “earnings stripping,” “controlled foreign corporation,” “thin capitalization” rules, tax restrictions, retention of title claims, employee consultation or approval requirements and similar principles. Each Guarantee will be limited to the maximum amount that would not render the Guarantor’s obligations subject to avoidance under applicable fraudulent conveyance provisions of applicable law, or as otherwise required under the Agreed Security Principles to comply with corporate benefit, financial assistance and other laws. By virtue of this limitation, a Guarantor’s obligation under its Guarantee could be significantly less than amounts payable with respect to the New Notes, or a Guarantor may have effectively no obligation under its Guarantee. See *“Risk Factors—Risks Related to the New Notes, the Guarantees and the Collateral—Laws relating to fraudulent preference, fraudulent conveyance and corporate benefit may adversely affect the validity and enforceability of the Guarantees or security interests”* and *“Risk Factors—Risks Related to the New Notes, the Guarantees and the Collateral—Enforcement across multiple jurisdictions may be difficult and the laws of certain jurisdictions may provide you with less protection than U.S. bankruptcy law.”*

Under the Indenture, the Guarantee of a Guarantor will be released:

- except in the case of the Parent Guarantee, upon a sale or other disposition (including by way of consolidation or merger) of ownership interests in the Guarantor (directly or through a parent company) such that the Guarantor does not remain a Restricted Subsidiary of the Company, or the sale or other disposition of all or substantially all the assets of the Guarantor (other than to the Company or a Restricted Subsidiary of the Company), in each case, otherwise permitted by the Indenture;
- except in the case of the Parent Guarantee, the designation in accordance with the Indenture of the Guarantor as an Unrestricted Subsidiary;
- upon payment in full of principal, interest and all other obligations in respect of the New Notes issued under the Indenture or defeasance or discharge of the New Notes, as provided in *“—Legal Defeasance and Covenant Defeasance”* and *“—Satisfaction and Discharge,”*
- in accordance with the provisions of the Intercreditor Agreement or any Additional Intercreditor Agreement;
- as described under *“—Amendment, Supplement and Waiver;”* or
- in the case only of the Parent Guarantee, pursuant to the provisions described below under *“—IPO Pushdown.”*

Upon any occurrence giving rise to a release of a Guarantee, as specified above, the Trustee, subject to receipt of an Officer's Certificate from the Issuer or Guarantor, will execute any documents delivered to it by the Issuer in order to evidence or effect such release, discharge and termination in respect of such Guarantee. None of the Issuer, the Trustee or any Guarantor will be required to make a notation on the New Notes to reflect any such release, discharge or termination.

Substantially all the operations of the Company and the Issuer are conducted through their Subsidiaries. Claims of creditors of Subsidiaries that are not Subsidiary Guarantors, including trade creditors, secured creditors and creditors holding debt and guarantees issued by those Subsidiaries, and claims of preferred shareholders and minority shareholders (including (without limitation) the minority shareholders of Winner Group, S.A. and Orlando Italia, S.r.l., the "*Minority Shareholders*") of those Subsidiaries generally will have priority with respect to the assets and earnings of those Subsidiaries over the claims of creditors of the Issuer and the Guarantors, including Holders. The New Notes and each Guarantee therefore will be effectively subordinated to creditors (including trade creditors), preferred shareholders and Minority Shareholders of Subsidiaries of the Company other than the Issuer and the Guarantors. As at September 30, 2023, after giving effect to this offering and the use of proceeds therefrom, the Company's subsidiaries that will not guarantee the New Notes would have had €213.7 million of indebtedness outstanding. Although the Indenture limits the incurrence of Indebtedness, Disqualified Stock and Preferred Stock of Restricted Subsidiaries of the Company, the limitations are subject to a number of significant exceptions. Moreover, the Indenture does not impose any limitation on the incurrence by such Restricted Subsidiaries of liabilities that are not considered Indebtedness, Disqualified Stock or Preferred Stock under the Indenture. See "*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.*"

Security

The Collateral

Pursuant to the Collateral Documents, no later than 120 days after the Issue Date, the Issuer, the Company and certain of its Restricted Subsidiaries (as applicable) will grant in favor of Deutsche Bank Trust Company Americas, as the security agent under the New Notes (the "*Security Agent*"), subject to the Intercreditor Agreement, the Agreed Security Principles, perfection requirements and any Permitted Liens, liens and security interests on an equal and ratable priority basis, over those assets listed below, which secure the New Notes:

- (a) the entire issued Capital Stock of the following companies;

Issuer	Luxembourg
Company	Madrid (Spain)
Cirsa Gaming Corporation, S.A.	Catalonia (Spain)
CIBC	Madrid (Spain)
Uniplay, S.A.U.	Madrid (Spain)
Global Game Machine Corporation, S.A.U.	Catalonia (Spain)
Juegomatic, S.A.U.	Malaga (Spain)
Promociones e Inversiones de Guerrero, S.A.P.I de C.V.	Mexico
Gaming & Services de Panama S.A.	Panama
Cirsa Italia Holding, S.p.A.	Italy
Sportium Apuestas Digital, S.A.U.	Ceuta (Spain)
Barna Center, S.A.U.	Catalonia (Spain)
Eleval Electrónicos Valencia, S.A.U.	Valencia (Spain)

- (b) material long-term intra-group receivables of the Issuer (including receivables of the Issuer in respect of the 2027 Notes Proceeds Loan, the 2028 Notes Proceeds Loan, the Proceeds Loan and any additional proceeds loan);
- (c) material operating bank accounts of the Company and the Issuer; and
- (d) monetary rights, claims and receivables of the Company under the Original Acquisition Agreement.

(together, the "*Collateral*").

The security interests created under the accessory Collateral Documents in relation to the Collateral in connection with this offering of the New Notes may be junior in rem to the security interests created over the accessory Collateral pursuant to the Collateral Documents entered into prior to the Issue Date, under which prior security interests have also been granted in favor of, *inter alios*, the Security Agent for the benefit of the secured parties (which includes the Trustee on behalf of Holders of the New Notes). The Intercreditor Agreement provides that such junior security interests will be

treated as security interests ranking *pari passu* with such prior security interests. However, if the Intercreditor Agreement or the relevant provisions thereof were avoided or held to be unenforceable for any reason, Holders of the New Notes would not benefit from such first-ranking treatment and would be subordinated, with respect to such security interests, to the prior security interests over the same Collateral. See “—Priority” below.

Notwithstanding the foregoing, certain assets will not be pledged (or the Liens not perfected) in accordance with the Agreed Security Principles, including:

- if providing such security would be prohibited by general statutory limitations, regulatory requirements or restrictions, financial assistance, corporate benefit, capital maintenance rules, liquidity protection rules, fraudulent preference, “earnings stripping,” “controlled foreign corporation” and “thin capitalization” rules, tax restrictions, retention of title claims, employee consultation or approval requirements or similar principles, or if such principles require that the security be limited in amount or otherwise, the security will be limited to the maximum amount permissible without conflicting with applicable law or fiduciary duties of directors if giving such security would expose directors to a material risk of personal liability;
- if the cost of providing security is disproportionate to the benefit accruing to the Holders of the New Notes;
- if the level of stamp duty, applicable fees, taxes and other duties for providing additional security is disproportionate to the benefit accruing to the Holders of the New Notes;
- if there is material incremental cost involved in creating security over all assets of such grantor of security in a particular category of assets, only the material assets in that category will be subject to security;
- if in certain jurisdictions it may be either impossible or impractical or would unduly disrupt the business of such grantor of security, security will not be taken over such assets;
- if providing such security requires consent before such assets may be secured or where providing such security would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of the Company or any of its Subsidiaries in respect of those assets or require the Company or any of its Subsidiaries to take any action materially adverse to their interests and where (subject to certain conditions being met) such consent cannot be obtained after the use of commercially reasonable efforts;
- if such grantor of security is not wholly owned by the Company or any of its Subsidiaries or if providing security would be outside the applicable grantor’s capacity, conflict with fiduciary duties of directors, contravene legal prohibition, contractual restriction or regulatory condition or would cause risk of personal or criminal liability, *provided* that commercially reasonable efforts to overcome any such obstacle has been used;
- if providing such security would substantially restrict the ability of such grantor of security to conduct its operations and business in the ordinary course as otherwise permitted by the Indenture; and
- in the case of security from or over, or over the assets of, any joint venture or similar arrangement, any minority interest or any entity (other than the Company) that is not wholly owned by the Company or any of its Subsidiaries.

Furthermore, in accordance with the Agreed Security Principles, no security or guarantees will be required in jurisdictions other than Spain, Luxembourg, the Republic of Panama and Mexico. The security over the Collateral will be limited as necessary to recognize certain limitations arising under or imposed by local law and defenses generally available to providers of Collateral (including those that relate to fraudulent conveyance or transfer, voidable preference, financial assistance, corporate purpose or benefit, capital maintenance or similar laws, regulations or defenses affecting the rights of creditors generally) or other considerations under applicable law. In particular, security over the Collateral granted by the subsidiaries of Cirsia incorporated in Spain will be limited to the value of the 2027 Notes, the 2028 Notes and the New Notes (and any additional Notes so long as they do not infringe Spanish financial assistance laws) to the extent the 2027 Notes, the 2028 Notes and the New Notes do not refinance the proceeds from the 2025 Notes that were not used to refinance the Cirsia’s Group existing indebtedness, and will not secure those obligations or liabilities which, if secured, will constitute an infringement of Spanish financial assistance laws in accordance with Articles 143.2 and 150 of the Spanish Capital Companies Act. In addition, under Spanish law, the financial assistance restrictions referred to above in relation to the Collateral granted by the subsidiaries of Cirsia incorporated in Spain may also apply to subsidiaries of Cirsia not incorporated in Spain. The Indenture limits all security over the Collateral granted by the subsidiaries of Cirsia incorporated in Spain (and such limitation may be applicable to all Guarantees of the Cirsia Group Guarantors not incorporated in Spain) to the above-mentioned limitations. See “Risk Factors—Risks Related to the New Notes, the Guarantees and the Collateral—

The Collateral may not be sufficient to secure the obligations under the New Notes” and “Limitations on Validity and Enforceability of Guarantees and Security—Spain.”

The security will only secure the direct borrowing or guarantee obligations of the relevant security provider.

The Agreed Security Principles with respect to the New Notes will be interpreted and applied in good faith by the Issuer.

The Collateral also secures the relevant security provider’s liabilities under the 2027 Notes, the 2028 Notes and the Senior Credit Facilities and may secure its liabilities under certain hedging arrangements, and other indebtedness (including any Additional Notes); *provided*, that, pursuant to the Intercreditor Agreement, lenders under the Senior Credit Facilities, counterparties to designated priority hedging agreements and certain other lenders or creditors with claims designated hereunder as Priority Payment Lien Obligations permitted to be incurred under the covenant “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*” and permitted to be secured on the Collateral on a super priority basis to the New Notes (see “—*Certain Definitions—Priority Payment Lien Obligations*”) will receive proceeds from the enforcement of the Collateral and certain distressed disposals in priority to holders of the New Notes. Subject to certain conditions, including compliance with the covenant described under “—*Certain Covenants—Impairment of Security Interest*” and “—*Certain Covenants—Liens*,” the Company is permitted to grant security over the Collateral in connection with future issuances of its Indebtedness or Indebtedness of its Restricted Subsidiaries, including any Additional Notes, in each case, as permitted under the Indenture and the Intercreditor Agreement. Any proceeds received upon any enforcement over any Collateral, after all liabilities in respect of Priority Payment Lien Obligations (including liabilities under the Senior Credit Facilities and designated priority hedging) have been discharged from such recoveries, will be applied pro rata in payment of all liabilities in respect of obligations under the Indenture and the Notes and any other Indebtedness of the Company or its Restricted Subsidiaries permitted to be incurred and secured by the Collateral on a *pari passu* basis with the Notes pursuant to the Indenture and the Intercreditor Agreement.

Administration of Security and Enforcement of Liens

The Collateral has been granted to the Security Agent under the Collateral Documents, pursuant to the Intercreditor Agreement, for the benefit of all holders of secured obligations. The enforcement of the Collateral Documents will be subject to the procedures set forth in the Intercreditor Agreement. For a description of certain terms of the Intercreditor Agreement, see “*Description of Other Indebtedness—Intercreditor Agreement*.”

The ability of Holders of the New Notes to realize upon the Collateral will be subject to various bankruptcy law limitations in the event of the Issuer’s, a Guarantor’s or the relevant Collateral grantor’s or provider’s bankruptcy. See “*Risk Factors—Risks Related to the New Notes, the Guarantees and the Collateral—The security interests in the Collateral will be granted to the Security Agent rather than directly to the holders of the New Notes. The ability of the Security Agent to enforce certain of the Collateral may be restricted by local law*” and “*Limitations on Validity and Enforceability of Guarantees and Security*.”

In addition, the enforcement of the Collateral may be limited to the maximum amount permitted under applicable law to comply with corporate benefit, financial assistance and other laws. As a result of these limitations, the enforceable amounts of the Issuer’s obligation under the New Notes and a Guarantor’s obligations under its Guarantee could be significantly less than the total amounts payable with respect to the New Notes, or a Guarantor may have effectively no obligation under its Guarantee. See “*Limitations on Validity and Enforceability of Guarantees and Security*.”

The Collateral Documents have been and will be entered into by the relevant security provider and the Security Agent to the extent permitted by applicable laws. The relevant Collateral Documents or the Intercreditor Agreement may provide for the creation of “parallel debt” obligations in favor of the Security Agent, and certain security interests in such jurisdictions may secure the parallel debt (and not the Indebtedness under the New Notes, the Guarantees and the other secured obligations). See *Risk Factors—Risks Related to the New Notes, the Guarantees and the Collateral—The security interests in the Collateral will be granted to the Security Agent rather than directly to the holders of the New Notes. The ability of the Security Agent to enforce certain of the Collateral may be restricted by local law*” and “*Limitations on Validity and Enforceability of Guarantees and Security*.” Subject to the terms of the Collateral Documents, the Issuer, the Guarantors and the other relevant providers or grantors of the Collateral have the right to remain in possession and retain exclusive control of the Collateral securing the New Notes, to freely operate the Collateral, to collect, invest and dispose of any income therefrom and, where applicable, dispose of or use up assets that are Collateral, in each case until such time as the Collateral is enforceable under the terms of the Collateral Documents.

No appraisals of any of the Collateral have been prepared by or on behalf of the Issuer in connection with the issuance of the New Notes. There can be no assurance that the proceeds from the sale of the Collateral would be sufficient to satisfy the obligations owed to the Holders. By its nature, some or all of the Collateral will be illiquid and may have no

readily ascertainable market value. Accordingly, there can be no assurance that the Collateral can be sold in a short period of time or at all.

In addition, the Intercreditor Agreement places limitations on the ability of the Security Agent to cause the sale of certain of the Collateral. These limitations may include requirements that some or all of the Collateral be disposed of only pursuant to public auctions or only at a price confirmed by a valuation. See “*Description of Other Indebtedness—Intercreditor Agreement.*”

The Trustee for the New Notes has, and by accepting a New Note, each Holder will be deemed to have:

- irrevocably appointed the Security Agent to act as its agent under the Intercreditor Agreement and the other relevant documents to which it is a party (including, without limitation, the other Collateral Documents);
- irrevocably authorized the Security Agent to (i) perform the duties and exercise the rights and powers that are specifically given to it under the Intercreditor Agreement or other documents to which it is a party (including, without limitation, the other Collateral Documents), together with any other incidental rights and powers; and (ii) execute each document, waiver, modification, amendment, renewal or replacement expressed to be executed by the Security Agent on its behalf; and
- accepted the terms and conditions of the Intercreditor Agreement and any Additional Intercreditor Agreement (as defined below), and each Holder will also be deemed to have authorized the Trustee and the Security Agent to enter into any such Additional Intercreditor Agreement.

Priority

The relative priority with regard to the Collateral as between (a) the lenders under the Senior Credit Facilities, (b) the counterparties under certain hedging contracts, (c) the trustee and the noteholders of the 2027 Notes under the 2019 Indenture, (d) the trustee and the noteholders of the 2028 Notes under the Indenture, (e) the Trustee and the noteholders of the New Fixed Rate Notes under the Indenture and (f) the lenders of other future indebtedness that is secured by the Collateral, is established by the terms of the Intercreditor Agreement and the other Collateral Documents, which provide that the obligations under the New Notes will receive proceeds of enforcement of security over the Collateral only after the claims of lenders under the Senior Credit Facilities, certain other future indebtedness and certain designated priority hedging contracts are satisfied. See “*Description of Other Indebtedness—Intercreditor Agreement.*” In addition, pursuant to the Intercreditor Agreement or Additional Intercreditor Agreements entered into after the Issue Date, the Collateral may be pledged to secure other Indebtedness. See “*—Release of Liens,*” “*—Certain Covenants—Impairment of Security Interest*” and “*—Certain Definitions—Permitted Liens.*”

Release of Liens

The Security Agent will, upon written direction and reasonable request from the Company or the Issuer and at the cost of the Company or the Issuer, take any action required to effectuate any release of Collateral required by a Collateral Document:

- (1) upon release of a Guarantee (with respect to the Liens securing such Guarantee granted by such Guarantor) in accordance with the Indenture;
- (2) in connection with any disposition of Collateral (with respect to the Lien on such Collateral), directly or indirectly, to (a) any Person other than the Company or any of its Restricted Subsidiaries (but excluding any transaction subject to “*—Certain Covenants—Merger, Consolidation or Sale of All or Substantially All Assets*”) or (b) the Company or any Restricted Subsidiary consistent with the Intercreditor Agreement, so long as the relevant Collateral becomes subject to a substantially equivalent Lien in favor of the Security Agent securing the New Notes; and *provided that*, in the case of each of clauses (a) and (b), such disposition is permitted by the Indenture;
- (3) automatically without any action by the Trustee, if the Lien granted in favor of any Indebtedness that gave rise to the obligation to grant the Lien over such Collateral pursuant to the covenant described under “*—Certain Covenants—Liens*” is released (other than pursuant to the repayment and discharge thereof); *provided*, that such release would otherwise be permitted by another clause above;
- (4) in order to effectuate a merger, consolidation, conveyance or transfer conducted in compliance with the covenant described under “*—Certain Covenants—Merger, Consolidation or Sale of All or Substantially All Assets;*” and

- (5) upon payment in full of principal, interest and all other obligations in respect of the New Notes issued under the Indenture or discharge or defeasance thereof in accordance with the Indenture;
- (6) as otherwise provided in the Intercreditor Agreement;
- (7) as described under “—*Amendment, Supplement and Waiver*;” or
- (8) in connection with an IPO Pushdown, as specified in the Indenture.

Each of these releases shall be effected by the Security Agent and, to the extent required or necessary, the Trustee, without the consent of the Holders.

The Company, the Issuer and its Restricted Subsidiaries may also, among other things, without any release or consent by the Trustee or the Security Agent, conduct ordinary course activities with respect to Collateral, including, without limitation, (i) selling or otherwise disposing of, in any transaction or series of related transactions, any property subject to the Lien under the Collateral Documents which has become worn out, defective or obsolete or not used or useful in the business; (ii) selling, transferring, paying off or using up or otherwise disposing of current assets or intercompany receivables in the ordinary course of business; and (iii) any other action not prohibited by the Indenture, the Collateral Documents, the Intercreditor Agreement or any Additional Intercreditor Agreement.

IPO Pushdown

- (a) On, in contemplation of, or following an IPO Event, the Company shall be entitled to require (by written notice to the Trustee (a “*Pushdown Notice*”)) that the terms of the Indenture and the Intercreditor Agreement shall operate (with effect from the date specified in the relevant Pushdown Notice) on the basis that: (i) references to the Company and Restricted Subsidiaries (and all related provisions) shall apply only to the IPO Pushdown Entity and its Restricted Subsidiaries from time to time, although the pledge of the shares of the Issuer and Cirsá shall remain in place (unless Cirsá is the IPO Pushdown Entity); (ii) all financial ratio calculations, basket calculations and financial definitions shall exclude any Holding Company of the IPO Pushdown Entity and all reporting obligations shall be assumed at the level of the IPO Pushdown Entity; (iii) each reference in the Indenture or the Intercreditor Agreement to the “Company” shall be deemed to be a reference to the IPO Pushdown Entity (to the extent applicable and unless the context requires otherwise; and *provided, further*, that nothing in this paragraph (a), including the deeming construct contemplated by this sub-paragraph (iii) and any action taken by the IPO Pushdown Entity prior to it being deemed to be the Company, shall, or shall be deemed to, directly or indirectly constitute or result in a breach of any covenant or other term in the Indenture or a Default or an Event of Default); (iv) none of the representations, warranties, undertakings, covenants or Events of Default in the Indenture, the Intercreditor Agreement or the other Collateral Documents shall apply to any entity of which the IPO Pushdown Entity is a Subsidiary (whether in its capacity as a Guarantor or otherwise); (v) no event, matter or circumstance relating to any Holding Company of the IPO Pushdown Entity (whether in its capacity as a Guarantor or otherwise) shall, or shall be deemed to, directly or indirectly constitute or result in a breach of any covenant or other term in the Indenture or a Default or an Event of Default; (vi) each Holding Company of the IPO Pushdown Entity shall be irrevocably and unconditionally released from all obligations under the Indenture, the Intercreditor Agreement and any security granted by any such Holding Company; (vii) Cirsá shall be (or become) a Subsidiary of the IPO Pushdown Entity; (viii) unless otherwise notified by the Company: (A) each Person which is party to the Intercreditor Agreement as an “Investor” shall be irrevocably and unconditionally released from the Intercreditor Agreement and all obligations and restrictions under the Intercreditor Agreement (and from the date specified by the Company, that Person shall cease to be party to the Intercreditor Agreement as an Investor and shall have no further rights or obligations under the Intercreditor Agreement as an Investor); and (B) there shall be no obligation or requirement for any Person to become party to the Intercreditor Agreement as an Investor; and (ix) in the event that any Person is released from or does not become party to the Intercreditor Agreement as an Investor as a consequence of this paragraph (a), any term of the Indenture and/or the Intercreditor Agreement which requires or assumes that any Person be an Investor or that any liabilities or obligations to such Person be subject to the Intercreditor Agreement or otherwise subordinated shall cease to apply. A Pushdown Notice may not be delivered if a Default or Event of Default has occurred and is continuing (disregarding any Default or Event of Default that could be deemed to arise in connection with the transactions contemplated by this provision).
- (b) The Trustee, the Security Agent and any other agents party thereto shall be required to enter into any amendment to the Indenture or amendment to or replacement of the Intercreditor Agreement or the other Collateral Documents required by the Company in writing and/or take such other action as is required by the Company in order to facilitate or reflect any of the matters contemplated by paragraph (a) above

(collectively, an “*IPO Pushdown*”); *provided*, that such amendment or replacement will not impose any personal obligations on the Trustee or adversely affect the personal rights, protections, duties, liabilities, indemnifications or immunities of the Trustee under the Indenture, Intercreditor Agreement or Collateral Documents. The Trustee, the Security Agent and any other agents party thereto are each irrevocably authorized and instructed by the Holders of the New Notes (without any consent by the Holders of the New Notes) to execute any such amended or replacement documents and/or take other such action on behalf of the Holders (and shall do so on the reasonable request of and at the cost of the Company).

- (c) For the purpose of this covenant, the “*IPO Pushdown Entity*” shall be the Company or any Restricted Subsidiary of the Company notified to the Trustee by the Company in writing as the Person to be treated as the *IPO Pushdown Entity* in relation to the relevant *IPO Event*; *provided*, that the *IPO Pushdown Entity* shall be a Restricted Subsidiary which will issue shares, or whose shares are to be sold, pursuant to that *IPO Event* (or a Holding Company of such Restricted Subsidiary) and, *provided further*, that the Company may not designate the Issuer or a Subsidiary of Cirsa as the *IPO Pushdown Entity*.
- (d) If the Company delivers a Pushdown Notice to the Trustee pursuant to paragraph (a) above in relation to a contemplated *IPO Event*, it shall be entitled to revoke that Pushdown Notice at any time prior to the occurrence of the relevant *IPO Event* by written notice to the Trustee. In the event that any Pushdown Notice is revoked in accordance with this paragraph (d): (i) the provisions of sub-paragraphs (a)(i) to (a)(vii) above shall cease to apply in relation to that Pushdown Notice; (ii) if any security has been released pursuant to paragraph (a) above in reliance on that Pushdown Notice, if required by the Trustee by prior written notice to the Company and subject to the Agreed Security Principles, the Company or the relevant Restricted Subsidiary shall as soon as reasonably practicable execute a replacement Collateral Document in respect of that security; and (iii) if any Person party to the Intercreditor Agreement as an “Investor” has been released from the Intercreditor Agreement pursuant to sub-paragraph (a)(vii) above in reliance on that Pushdown Notice, if required by the Trustee by prior written notice to the Company and that Person, that Person shall as soon as reasonably practicable accede to the Intercreditor Agreement as an Investor.

For the avoidance of doubt: (A) nothing in paragraph (d) above shall prohibit or otherwise restrict the Company from delivering a further Pushdown Notice in relation to any actual or contemplated *IPO Event*; and (B) revocation of a Pushdown Notice shall not, and shall not be deemed to, directly or indirectly constitute or result in a breach of any representation, warranty, undertaking or other term in the Indenture or the Intercreditor Agreement or a Default or an Event of Default (whether by reason of any action or step taken by any Person, or any matter or circumstance arising or committed, while that Pushdown Notice was effective or otherwise).

Amendments to the Intercreditor Agreement and Additional Intercreditor Agreements

In connection with the incurrence of any Indebtedness by the Company or any of its Restricted Subsidiaries that is permitted to share in the Collateral (and which the Company elects shall share in the Collateral), the Trustee and the Security Agent shall, at the written request of the Company or the Issuer, enter into with the Company, the relevant Restricted Subsidiaries and the holders of such Indebtedness (or their duly authorized representatives) one or more intercreditor agreements or deeds (including a restatement, replacement, amendment or other modification of the Intercreditor Agreement) (an “*Additional Intercreditor Agreement*”), on substantially the same terms as the Intercreditor Agreement (or terms that are not materially less favorable to the Holders) and substantially similar as applies to sharing of the proceeds of security and enforcement of security, priority and release of security; *provided*, that such *Additional Intercreditor Agreement* will not impose any personal obligations on the Trustee or Security Agent or adversely affect the personal rights, protections, duties, liabilities, indemnifications or immunities of the Trustee or the Security Agent under the Indenture or the Intercreditor Agreement. In connection with the foregoing, the Company or the Issuer shall furnish to the Trustee and the Security Agent such documentation in relation thereto as they may reasonably require. As used herein, a reference to the Intercreditor Agreement will also include any *Additional Intercreditor Agreement*.

In relation to the Intercreditor Agreement, the Trustee shall consent on behalf of the Holders to the payment, repayment, purchase, repurchase, defeasance, acquisition, retirement or redemption of any obligations subordinated to the New Notes thereby; *provided, however*, that such transaction would comply with the covenant described herein under “—*Certain Covenants—Limitation on Restricted Payments.*”

The Indenture also provides that, at the written direction of the Company or the Issuer and without the consent of Holders, the Trustee and the Security Agent shall from time to time enter into one or more amendments to any Intercreditor Agreement to: (1) cure any ambiguity, omission, defect or inconsistency of any such agreement, (2) increase the amount or types of Indebtedness covered by any such Intercreditor Agreement that may be incurred by the Company or its Restricted Subsidiaries that is subject to any such Intercreditor Agreement (*provided* that such Indebtedness is incurred in compliance with the Indenture), (3) add Guarantors or other Restricted Subsidiaries to the Intercreditor Agreement,

(4) further secure the Notes (including Additional Notes), (5) make provision for pledges of the Collateral to secure Additional Notes or to implement any Permitted Liens or (6) make any other change to any such agreement that does not adversely affect the Holders of Notes in any material respect. The Company or the Issuer shall not otherwise direct the Trustee or Security Agent to enter into any amendment to any Intercreditor Agreement without the consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding, except as otherwise permitted below under “—*Amendment, Supplement and Waiver*” or as permitted by the terms of such Intercreditor Agreement, and the Company or the Issuer may only direct the Trustee or Security Agent to enter into any amendment to the extent such amendment does not impose any personal obligations on the Trustee or Security Agent or, in the opinion of the Trustee or Security Agent, adversely affect their respective rights, protections, duties, liabilities, indemnifications or immunities under the Indenture or any Intercreditor Agreement.

The Indenture also provides that each Holder, by accepting a New Note, shall be deemed to have agreed to and accepted the terms and conditions of the Intercreditor Agreement (whether then entered into or entered into in the future pursuant to the provisions described herein) and to have authorized the Trustee and the Security Agent to enter into the Intercreditor Agreement and any Additional Intercreditor Agreement on each Holder’s behalf.

Copies of the Indenture and the Intercreditor Agreement are available as described under “*Where You Can Find Other Information*.”

Optional Redemption

Except as set forth herein and under “—*Redemption for Taxation Reasons*” and “—*Repurchase at the Option of Holders—Change of Control*,” the New Notes are not redeemable at the option of the Issuer.

Optional Redemption of the New Fixed Rate Notes

At any time prior to February 13, 2026, the Issuer may redeem up to 10% of the aggregate principal outstanding amount of the New Fixed Rate Notes (calculated after giving effect to the issuance of any Additional New Fixed Rate Notes) during each 12-month period commencing from the Issue Date, from time to time, upon not less than 10 nor more than 60 days’ prior written notice to the Holders as described under the heading “—*Selection and Notice*,” at a redemption price equal to 103% of the principal amount of the New Fixed Rate Notes redeemed, plus accrued and unpaid interest and Additional Amounts, if any, to, but excluding, the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date occurring on or prior to, but excluding, the redemption date).

In addition, at any time prior to February 13, 2026, the Issuer may redeem the New Fixed Rate Notes in whole or in part, at its option, upon not less than 10 nor more than 60 days’ prior written notice to the Holders as described under the heading “—*Selection and Notice*” at a redemption price equal to 100% of the principal amount of such New Fixed Rate Notes plus the Fixed Rate Applicable Premium as of, and accrued and unpaid interest and Additional Amounts, if any, to, but excluding, the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date occurring on or prior to, but excluding, the redemption date).

At any time and from time to time on or after February 13, 2026, the Issuer may redeem the New Fixed Rate Notes in whole or in part, at its option, upon not less than 10 nor more than 60 days’ prior written notice to the Holders as described under the heading “—*Selection and Notice*,” at a redemption price equal to the percentage of principal amount of the New Fixed Rate Notes set forth below plus accrued and unpaid interest to, but excluding, the redemption date:

Period commencing	Percentage
February 13, 2026.....	103.25000%
February 13, 2027	101.62500%
February 13, 2028 and thereafter.....	100.00000%

At any time and from time to time prior to February 13, 2026, the Issuer may, at its option, upon notice as described under the heading “—*Selection and Notice*,” redeem up to 40% of the aggregate principal amount of New Fixed Rate Notes (including Additional New Fixed Rate Notes) at a redemption price equal to (i) 106.500% of the aggregate principal amount thereof, with an amount equal to or less than the net cash proceeds of one or more Equity Offerings to the extent such net cash proceeds are received by or contributed to the Company, plus (ii) accrued and unpaid interest thereon, if any, to, but excluding, the applicable redemption date, *provided* that:

- (1) the redemption takes place not later than 180 days after the closing of the related Equity Offering; and

- (2) not less than 50% of the principal amount of the New Fixed Rate Notes originally issued on the Issue Date (excluding the principal amount of any Additional New Fixed Rate Notes) remain outstanding immediately thereafter (unless all such New Fixed Rate Notes are redeemed substantially concurrently).

Notice of any redemption upon any Equity Offering may be given prior to the completion thereof.

Optional Redemption of the New Floating Rate Notes

At any time prior to July 19, 2024, the Issuer may redeem the New Floating Rate Notes in whole or in part, at its option, upon not less than 10 nor more than 60 days' prior written notice to the Holders as described under the heading "*Selection and Notice*" at a redemption price equal to 100% of the principal amount of such New Floating Rate Notes plus the Floating Rate Applicable Premium as of, and accrued and unpaid interest and Additional Amounts, if any, to, but excluding, the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date occurring on or prior to, but excluding, the redemption date).

At any time and from time to time on or after July 19, 2024, the Issuer may redeem the New Floating Rate Notes in whole or in part, at its option, upon not less than 10 nor more than 60 days' prior written notice to the Holders as described under the heading "*Selection and Notice*," at a redemption price equal to the percentage of principal amount of the New Floating Rate Notes set forth below plus accrued and unpaid interest to, but excluding, the redemption date:

Period commencing	Percentage
July 19, 2024	101.00000%
July 19, 2025 and thereafter	100.00000%

General

Notwithstanding the foregoing, in connection with any tender offer for any series of Notes, if Holders of not less than 90% in aggregate principal amount of the outstanding Notes of a series validly tender and do not withdraw Notes of such series in such tender offer and the Issuer, or any third party making such a tender offer in lieu of the Issuer, purchases all of the Notes of the relevant series validly tendered and not withdrawn by Holders of the Notes of the relevant series, the Issuer or such third party will have the right upon not less than 10 nor more than 60 days' prior notice to the Holders of the Notes of the relevant series, given not more than 30 days following such purchase date, to redeem all Notes of such series that remain outstanding following such purchase at a price equal to the price paid to each other Holder of such series of Notes in such tender offer (other than any incentive payment for early tenders), plus, to the extent not included in the tender offer payment, accrued and unpaid interest and Additional Amounts, if any, thereon, to, but not including, the redemption date. In determining whether the Holders of at least 90% of the aggregate principal amount of the then outstanding Notes of a series have validly tendered and not withdrawn Notes in a tender offer or other offer to purchase for all of the Notes of such series, as applicable, Notes of the relevant series owned by an Affiliate of the Issuer or by funds controlled or managed by any Affiliate of the Issuer, or any successor thereof, shall be deemed to be outstanding for the purposes of such tender offer or other offer, as applicable.

Notwithstanding anything else in the Indenture or the New Notes, redemption notices may be given more than 60 days prior to a redemption date if the notice is in connection with a defeasance of New Notes or a satisfaction and discharge of the Indenture.

Any redemption may, at the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent. In addition, if such redemption is subject to satisfaction of one or more conditions precedent, such notice may state that, at the Issuer's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date, or by the redemption date so delayed; *provided* that in no case shall the notice have been delivered less than 10 days or more than 60 days prior to the date on which such redemption (if any) occurs.

If the Issuer effects an optional redemption of the New Notes of any series, it will, for so long as the New Notes are listed on the Exchange and the rules of the Exchange so require, inform the Exchange of such optional redemption and confirm the aggregate principal amount of the New Notes of the applicable series that will remain outstanding immediately after such redemption. In addition, to the extent and in the manner permitted by such rules, the Issuer will publish the relevant notices in a leading newspaper having general circulation in Luxembourg (currently expected to be the *Luxemburger Wort*) or the website of the Exchange (www.luxse.com).

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest will be paid to the Person in whose name the New Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose New Notes will be subject to redemption by the Issuer.

If a redemption date is not a Business Day, payment may be made on the next succeeding day that is a Business Day, and no interest shall accrue on any amount that would have been otherwise payable on such redemption date if it were a Business Day for the intervening period.

The Issuer, the Company, its direct and indirect equity holders, including the Investors, any of its Subsidiaries and their respective Affiliates and members of our management may trade in at any time and from time to time the New Notes by means other than a redemption, whether by tender offer, open market purchases and sales, negotiated transactions or otherwise, and such purchases or sales may be at prices below par. The amounts involved in any such transactions, individually or in the aggregate, may be material. Any such transactions may be with respect to a substantial amount of the New Notes or another series of debt, with the attendant reduction in the trading liquidity of such class or series in any purchase transactions.

Sinking Fund

The Issuer will not be required to make mandatory redemption payments or sinking fund payments with respect to the New Notes.

Selection and Notice

If less than all of the New Notes of a particular series are to be redeemed at any time, Euroclear and Clearstream will credit their respective participants' accounts on a proportionate basis (with adjustments to prevent fractions) or by lot or on such other basis as they deem fair and appropriate unless otherwise required by law or applicable stock exchange or depositary requirements; *provided, however*, that no Book-Entry Interest of less than €100,000 principal amount may be redeemed in part. If the New Notes of a particular series are not held through Euroclear or Clearstream or Euroclear or Clearstream prescribe no method of selection, on a *pro rata* basis; *provided, however*, that no New Note of €100,000 in aggregate principal amount or less shall be redeemed in part and only New Notes in integral multiples of €1,000 will be redeemed. The Trustee, the Paying Agent and the Registrar will not be liable for any selections made in accordance with this paragraph.

So long as any New Notes are listed on the Exchange and the rules of the Exchange so require, any such notice to the Holders of the relevant New Notes shall to the extent and in the manner permitted by such rules be posted on the official website of the Exchange (www.luxse.com) and in addition to such release, not less than 10 days nor more than 60 days prior to the redemption date, the Issuer will deliver, or at the expense of the Issuer, cause to be delivered, such notice to Holders electronically or by first-class mail, postage prepaid, at their respective addresses as they appear on the registration books of the Registrar.

If any New Note of a series is to be redeemed in part only, the notice of redemption that relates to that New Note shall state the portion of the principal amount thereof to be redeemed, in which case a portion of the original New Note will be issued in the name of the Holder thereof upon cancellation of the original New Note. In the case of a Global Note, an appropriate notation will be made on such New Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. Subject to the terms of the applicable redemption notice (including any conditions contained therein), New Notes of a series called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on such New Notes or portions of them called for redemption.

Redemption for Taxation Reasons

The Issuer may redeem the New Notes of a series in whole, but not in part, at any time upon giving not less than 10 nor more than 60 days' notice to the Holders of the New Notes of such series (with a copy to the Trustee and Paying Agent) (which notice will be irrevocable) at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest, if any, to the date fixed for redemption (a "*Tax Redemption Date*") (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date occurring on or prior to the redemption date) and all Additional Amounts (see "*—Withholding Taxes*"), if any, then due and which will become due on the Tax Redemption Date as a result of the redemption or otherwise, if any, if the Issuer or any Guarantor determines in good faith that, as a result of:

- (1) any change in, or amendment to, the law or treaties (or any regulations or rulings promulgated thereunder) of a Relevant Taxing Jurisdiction (as defined below) affecting taxation; or
- (2) any change in, or amendment to, or the introduction of, an official position regarding the application, administration or interpretation of such laws, treaties, regulations or rulings (including by virtue of a holding, judgment or order by a court of competent jurisdiction) of a Relevant Taxing Jurisdiction

(each of the foregoing in clauses (1) and (2), a “*Change in Tax Law*”), the relevant Payor (as defined below) is, or on the next interest payment date would be, required to pay any Additional Amounts with respect to the New Notes of such series, and such obligation cannot be avoided by taking reasonable measures available to the relevant Payor (including, for the avoidance of doubt, the appointment of a new Paying Agent where this would be reasonable but not including assignment of the obligation to make payment with respect to the relevant series of the New Notes). In the case of redemption due to withholding as a result of a Change in Tax Law in a jurisdiction that is a Relevant Taxing Jurisdiction at the date of the 2028 Notes Original Offering Memorandum, such Change in Tax Law must become effective after the date of the 2028 Notes Original Offering Memorandum. In the case of redemption due to withholding as a result of a Change in Tax Law in a jurisdiction that becomes a Relevant Taxing Jurisdiction on or after the date of the 2028 Notes Original Offering Memorandum, such Change in Tax Law must become effective on or after the date the jurisdiction becomes a Relevant Taxing Jurisdiction. Notice of redemption for taxation reasons will be published in accordance with the procedures described under “—*Selection and Notice*.” Notwithstanding the foregoing, no such notice of redemption will be given (a) earlier than 90 days prior to the earliest date on which such Payor would be obliged to make such payment of Additional Amounts and (b) unless at the time such notice is given, such obligation to pay such Additional Amounts remains in effect. Prior to the publication or mailing of any notice of redemption of the New Notes pursuant to the foregoing, such Payor will deliver to the Trustee (a) an Officer’s Certificate stating that it is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to its right so to redeem have been satisfied and that it would not be able to avoid the obligation to pay Additional Amounts by taking reasonable measures available to it and (b) an opinion of an independent tax counsel of recognized standing to the effect that such Payor has or would become obligated to pay Additional Amounts as a result of a Change in Tax Law. The Trustee shall accept, and will be entitled to conclusively rely on, such Officer’s Certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent described above, without further inquiry, in which event it will be conclusive and binding on the Holders.

The foregoing will apply *mutatis mutandis* to any successor to the Issuer and to any jurisdiction in which any successor to the Issuer is incorporated or organized, resident or engaged in business for tax purposes or has a permanent establishment in, or any political subdivision or taxing authority or agency thereof or therein.

The FATCA Law (as defined in “*Tax Considerations—Certain Luxembourg tax considerations—FATCA*”) may require the Issuer to disclose the names, addresses and taxpayer identification number (if available) of the Holders as well as information such as account balances, income and gross proceeds (non-exhaustive list) to the Luxembourg tax authorities for the purposes set out in the FATCA Law. Additionally, in the case of a passive Non-Financial Foreign Entity (“*NFFE*”), the FATCA Law also requires information about the Controlling Persons of such NFFE, along with the required supporting documentation. Upon request of the Issuer, all Holders shall agree to provide any such information described above. Similarly, each Holder shall agree to actively send to the Issuer within 30 days any information that would affect its status, as for instance a new mailing address or a new residency address. Any Holder that fails to comply with the Issuer’s documentation requests may be charged with any taxes and/or penalties imposed on the Issuer as a result of such Holder’s failure to provide the information and the Issuer may, in its sole discretion, redeem the New Notes of such Holder at a price equal to 100% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to, but excluding, the date of redemption, subject to the right of the Holder of the New Notes of record on the relevant record date to receive interest due on the relevant interest payment date occurring on or prior to the date of redemption. See also “*Tax Considerations—Certain Luxembourg tax considerations—FATCA*.” Capitalized terms used in this paragraph should have the meaning as set forth in the FATCA Law, unless otherwise provided herein.

The Issuer’s ability to satisfy its reporting obligations under the CRS Law (as defined in “*Tax Considerations—Certain Luxembourg tax considerations—Common Reporting Standard*”) will depend on each Holder providing the Issuer with the CRS Information (as defined in “*Tax Considerations—Certain Luxembourg tax considerations—Common Reporting Standard*”), along with the required supporting documentary evidence. Holders of the New Notes undertake to inform the Issuer within 30 days of receipt of these statements (*i.e.*, the CRS Information together with the requisite supporting documentary evidence to be provided by the Holder of the New Notes upon purchase of the New Notes) should any included personal data not be accurate. The Holders further undertake to immediately inform the Issuer of, and provide the Issuer with all supporting documentary evidence of, any changes related to the CRS Information after occurrence of such changes. Any Holder that fails to comply with the Issuer’s documentation requests may be charged with any taxes and/or penalties imposed on the Issuer as a result of such Holder’s failure to provide the information and the Issuer may, in its sole discretion, redeem the New Notes of such Holder at a price equal to 100% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to, but excluding, the date of redemption, subject to the right of the Holder of the New Notes of record on the relevant record date to receive interest due on the relevant interest payment date occurring on or prior to the date of redemption. See also “*Tax Considerations—Certain Luxembourg tax considerations—Common Reporting Standard*.”

Withholding Taxes

All payments made by the Issuer or any Guarantor (a “*Payor*”) on the New Notes or any Guarantees will be made free and clear of and without withholding or deduction for, or on account of, any Taxes unless the withholding or deduction

of such Taxes is then required by law. If any deduction or withholding for, or on account of, any Taxes imposed or levied by or on behalf of:

- (1) any jurisdiction from or through which payment on any such New Note or Guarantee is made by or on behalf of the Issuer or any Guarantor or any of their agents, or any political subdivision or taxing authority or agency thereof or therein; or
- (2) any other jurisdiction in which the Payor is incorporated or organized, resident or engaged in business for tax purposes or has a permanent establishment in, or any political subdivision or taxing authority or agency thereof or therein

(each of clause (1) and (2), a “*Relevant Taxing Jurisdiction*”), will at any time be required in respect of any payments made by or on behalf of a Payor with respect to any New Note or Guarantee, including payments of principal, redemption price, premium, if any, or interest, the relevant Payor will pay to Holders of the New Notes (together with such payments) such additional amounts (the “*Additional Amounts*”) as may be necessary in order that the net amounts received in respect of such payments, after such withholding or deduction (including any such deduction or withholding in respect of such Additional Amounts) by any applicable withholding agent, will equal the amounts which would have been received in respect of such payments on any such New Note or Guarantee in the absence of such withholding or deduction; *provided, however*, that no such Additional Amounts will be payable for or on account of:

- (1) any Taxes that would not have been so imposed but for the existence of any present or former connection between the relevant Holder or the beneficial owner of a New Note (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of power over the relevant Holder or beneficial owner, if the relevant Holder or beneficial owner is an estate, nominee, trust, partnership, limited liability company or corporation) and the Relevant Taxing Jurisdiction (including being a citizen or resident or national or domiciliary of, or carrying on a business or maintaining a permanent establishment in, or being physically present in, or having a place of management present or deemed present in, the Relevant Taxing Jurisdiction) but excluding, in each case, any connection arising solely from the acquisition, ownership, holding or disposition of such New Note or the receipt of any payment in respect of the New Notes or any Guarantee;
- (2) any Taxes that are imposed or withheld by reason of the failure by the Holder or the beneficial owner of the New Note to comply with a written request of the Payor addressed to the Holder or beneficial owner, after reasonable notice, to provide certification, information, documents or other evidence concerning the nationality, residence, identity or connection with the Relevant Taxing Jurisdiction of the Holder or such beneficial owner or to make any declaration or similar claim or satisfy any other reporting requirement relating to such matters, which is required by a statute, treaty, regulation or administrative practice of the Relevant Taxing Jurisdiction as a precondition to exemption from all or part of such Taxes, but only to the extent that the Holder or beneficial owner is legally eligible to provide such certification or other evidence;
- (3) any Taxes that are payable otherwise than by deduction or withholding from a payment on the New Notes or any Guarantee;
- (4) any estate, inheritance, gift, sales, excise, transfer, personal property or similar Tax;
- (5) any Taxes imposed in connection with a New Note presented for payment (where presentation is permitted or required for payment) by or on behalf of a Holder or beneficial owner who would have been able to avoid such Tax by presenting the relevant New Note to, or otherwise accepting payment from, another paying agent;
- (6) any Taxes that are imposed or withheld pursuant to (a) Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, (b) any intergovernmental agreement entered into in connection with the implementation of (a), or (c) any law, regulation or other official guidance enacted in any other jurisdiction relating to an intergovernmental agreement described in (b); or
- (7) any combination of the above.

Such Additional Amounts will also not be payable if the payment could have been made without such deduction or withholding if the beneficial owner of the payment had presented the New Note for payment (where presentation is permitted or required for payment) within 30 days after the relevant payment was first made available for payment to the

Holder (except to the extent that the Holder would have been entitled to Additional Amounts had the New Note been presented on the last day of such 30-day period).

In addition, no Additional Amounts shall be paid with respect to any payment to any Holder who is a fiduciary or a partnership (or entity treated as partnership for tax purposes) or other than the beneficial owner of such New Notes to the extent that the beneficiary or settlor with respect to such fiduciary, the member of such partnership (or such other entity treated as partnership for tax purposes) or the beneficial owner of such New Notes would not have been entitled to Additional Amounts had such beneficiary, settlor, member or beneficial owner held such New Notes directly.

The applicable withholding agent will (i) make any required withholding or deduction and (ii) remit the full amount deducted or withheld to the Relevant Taxing Jurisdiction in accordance with applicable law. The Payor will use all reasonable efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Relevant Taxing Jurisdiction imposing such Taxes, in such form as provided in the ordinary course by the Relevant Taxing Jurisdiction and as is reasonably available to the Issuer and will provide such certified copies to the Trustee. Such copies shall be made available to the Holders upon request and will be made available at the offices of the Principal Paying Agent if the New Notes are then admitted for listing on the Official List of the Luxembourg Stock Exchange. For the avoidance of doubt, in no event shall the Trustee be required to determine the amount of withholding taxes attributable to any Holder.

If any Payor will be obligated to pay Additional Amounts under or with respect to any payment made on any New Note or Guarantee, at least 30 days prior to the date of such payment, the Payor will deliver to the Trustee and the Paying Agent an Officer's Certificate stating the fact that Additional Amounts will be payable and the amount so payable and such other information necessary to enable the Paying Agent to pay Additional Amounts to Holders on the relevant payment date (unless such obligation to pay Additional Amounts arises less than 45 days prior to the relevant payment date, in which case the Payor may deliver such Officer's Certificate as promptly as practicable after the date that is 30 days prior to the payment date). The Trustee and the Paying Agent will be entitled to rely solely on such Officer's Certificate as conclusive proof that such payments are necessary.

Wherever in either the Indenture or this "*Description of the Notes*" there are mentioned, in any context:

- (1) the payment of principal;
- (2) purchase prices in connection with a purchase of New Notes;
- (3) interest; or
- (4) any other amount payable on or with respect to any of the New Notes,

such reference shall be deemed to include payment of Additional Amounts as described under this heading to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The Payor will pay any present or future stamp, court or documentary Taxes or any other excise, property or similar Taxes, that arise in any Relevant Taxing Jurisdiction from the execution, issuance, delivery or registration of any New Notes, the Indenture, the Proceeds Loan, the Collateral Documents or any other document or instrument in relation thereto, and any such Taxes that arise in any jurisdiction from the enforcement of any New Notes, the Indenture, the Collateral Documents or any other document or instrument in relation thereto, and the Payor agrees to indemnify the Holders for any such Taxes paid by such Holders. The foregoing obligations of this paragraph will survive any termination, defeasance or discharge of the Indenture and will apply *mutatis mutandis* to any jurisdiction in which any successor to the Issuer is incorporated or organized, resident or engaged in business for tax purposes or has a permanent establishment in, or any political subdivision or taxing authority or agency thereof or therein.

Repurchase at the Option of Holders

Change of Control

The Indenture provides that if a Change of Control occurs, unless the Issuer has previously or concurrently sent a redemption notice with respect to all the outstanding New Notes as described under "*Optional Redemption*," the Issuer will make an offer to purchase all of the Notes pursuant to the offer described below (the "*Change of Control Offer*") at a price in cash (the "*Change of Control Payment*") equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to, but excluding, the date of purchase, subject to the right of Holders of the Notes of record on the relevant record date to receive interest due on the relevant interest payment date occurring on or prior to the purchase date. Within 60 days following any Change of Control, the Issuer will send notice of such Change of Control Offer electronically or by first-class mail, with a copy to the Trustee, to each Holder of Notes to the address of such Holder

appearing in the Register or otherwise in accordance with the procedures of Euroclear and Clearstream with the following information:

- (1) that a Change of Control Offer is being made pursuant to the covenant entitled “*Change of Control*,” and that all Notes validly tendered pursuant to such Change of Control Offer will be accepted for payment by the Issuer;
- (2) the purchase price and the purchase date, which will be no earlier than 10 days nor later than 60 days from the date such notice is sent (the “*Change of Control Payment Date*”), except in the case of a conditional Change of Control Offer made in advance of a Change of Control as described below;
- (3) that any Note not validly tendered will remain outstanding and continue to accrue interest;
- (4) that unless the Issuer defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on the Change of Control Payment Date;
- (5) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender such Notes, with the form entitled “Option of Holder to Elect Purchase” on the reverse of such Notes completed or otherwise in accordance with the procedures of Euroclear and Clearstream, as applicable, to the paying agent specified in the notice at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;
- (6) that Holders will be entitled to withdraw their tendered Notes and their election to require the Issuer to purchase such Notes; *provided*, that the Paying Agent receives, not later than the close of business on the second Business Day prior to the expiration date of the Change of Control Offer, a facsimile transmission or letter setting forth the name of the Holder of the Notes, the principal amount of Notes tendered for purchase, and a statement that such Holder is withdrawing its tendered Notes and its election to have such Notes purchased;
- (7) if such notice is delivered prior to the occurrence of a Change of Control, stating that the Change of Control Offer is conditional on the occurrence of such Change of Control and shall describe each such condition, and, if applicable, shall state that, in the Issuer’s discretion, the Change of Control Payment Date may be delayed until such time (including more than 60 days after the notice is mailed or delivered, including by electronic transmission) as any or all such conditions shall be satisfied, or that such repurchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Change of Control Payment Date, or by the Change of Control Payment Date as so delayed; and
- (8) any other instructions, as determined by the Issuer, consistent with this Change of Control covenant, that a Holder must follow.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

On the Change of Control Payment Date, the Issuer will, to the extent permitted by law:

- (1) accept for payment all Notes or portions thereof validly tendered pursuant to the Change of Control Offer;
- (2) deposit with the Paying Agent an amount equal to the aggregate Change of Control Payment in respect of all Notes or portions thereof so tendered and not validly withdrawn; and
- (3) deliver, or cause to be delivered, to the Registrar or Paying Agent, with a copy to the Trustee, for cancellation the Notes so accepted together with an Officer’s Certificate to the Registrar or Paying Agent stating that such Notes or portions thereof have been tendered to and purchased by the Issuer.

The Senior Credit Facilities Agreement and the 2019 Indenture provide, and future credit agreements or other agreements relating to Indebtedness to which the Company or the Issuer becomes a party may provide, that certain change of control events with respect to the Company would give creditors a right to repayment or could constitute a default thereunder (including a Change of Control under the Indenture). If we experience a change of control that triggers a default

under the Senior Credit Facilities Agreement, the 2019 Indenture or any such future Indebtedness, we could seek a waiver of such default or seek to refinance the Senior Credit Facilities, the 2027 Notes, the 2028 Notes or such future Indebtedness. In the event we do not obtain such a waiver or do not refinance the Senior Credit Facilities, the 2027 Notes, the 2028 Notes or any such future Indebtedness, such default could result in amounts outstanding under the Senior Credit Facilities the 2027 Notes, the 2028 Notes or such future Indebtedness being declared due and payable.

Our ability to pay cash to the Holders of Notes following the occurrence of a Change of Control may be limited by our then-existing financial resources. Therefore, sufficient funds may not be available when necessary to make any required repurchases.

The Change of Control purchase feature of the Notes may in certain circumstances make more difficult or discourage a sale or takeover of us and, thus, the removal of incumbent management. The Change of Control purchase feature is a result of negotiations between the initial purchasers of the Notes and us. Subject to the limitations discussed below, we could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of Indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings. Restrictions on our ability to incur additional Indebtedness are contained in the covenants described under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*” and “—*Certain Covenants—Liens*.” Such restrictions in the Indenture can be waived only with the consent of the Holders of a majority in principal amount of all the Notes then outstanding. Except for the limitations contained in such covenants, however, the Indenture does not contain any covenants or provisions that may afford Holders of the Notes protection in the event of a highly leveraged transaction.

The Issuer will not be required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes validly tendered and not validly withdrawn under such Change of Control Offer.

Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

The definition of “Change of Control” includes a disposition of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to certain Persons. Although there is a limited body of case law interpreting the phrase “substantially all,” there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of “all or substantially all” of the assets of the Company and its Subsidiaries, taken as a whole. As a result, it may be unclear as to whether a Change of Control has occurred and whether a Holder of Notes may require the Issuer to make an offer to repurchase the Notes as described above.

In addition, the definition of “Change of Control” expressly permits a third party to obtain control of the Issuer in a transaction which is a Specified Change of Control Event without any obligation to make a Change of Control Offer.

The provisions under the Indenture relating to the Issuer’s obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified with the written consent of the Holders of a majority in principal amount of all the Notes then outstanding.

If Holders of not less than 90% in aggregate principal amount of all the then outstanding Notes of a series validly tender and do not validly withdraw Notes of such series in a Change of Control Offer, and the Issuer, or any third party making a Change of Control offer in lieu of the Issuer as described above, purchases all of the Notes of such series validly tendered and not validly withdrawn by Holders of the Notes of the relevant series, the Issuer or such third party will have the right, upon not less than 10 days’ nor more than 60 days’ prior notice to the Holders of the Notes of the relevant series, *provided* that such notice is given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Notes of such series that remain outstanding following such purchase on a date (the “*Second Change of Control Payment Date*”) at a price in cash equal to the Change of Control Payment in respect of the Second Change of Control Payment Date. In determining whether the Holders of at least 90% of the aggregate principal amount of all the then outstanding Notes of a series have validly tendered and not withdrawn Notes in a Change of Control Offer to purchase all of the Notes of such series, as applicable, Notes of the relevant series owned by an Affiliate of the Issuer or by funds controlled or managed by any Affiliate of the Issuer, or any successor thereof, shall be deemed to be outstanding for the purposes of such Change of Control Offer.

Asset Sales

The Indenture provides that the Company will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale, unless:

- (1) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value (as determined at the time of contractually agreeing to such Asset Sale) of the assets sold or otherwise disposed of; and
- (2) except in the case of a Permitted Asset Swap, at least 75.0% of the consideration for such Asset Sale, together with all other Asset Sales since the 2028 Notes Original Issue Date (on a cumulative basis), received by the Company or such Restricted Subsidiary, as the case may be, is in the form of Cash Equivalents; *provided*, that the amount of:
 - (a) any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet or in the footnotes thereto or, if incurred or increased subsequent to the date of such balance sheet, such liabilities that would have been shown on the Company's or such Restricted Subsidiary's balance sheet or in the footnotes thereto if such incurrence or increase had taken place on or prior to the date of such balance sheet, as determined by the Company) of the Company or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the Notes, that are (i) assumed by the transferee of any such assets (or a third party in connection with such transfer) pursuant to a written agreement which releases or indemnifies the Company or such Restricted Subsidiary from such liabilities or (ii) otherwise cancelled or terminated in connection with the transaction;
 - (b) any securities, notes or other obligations or assets received by the Company or such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into Cash Equivalents (to the extent of the Cash Equivalents received) within 180 days following the closing of such Asset Sale; and
 - (c) any Designated Non-cash Consideration received by the Company or such Restricted Subsidiary in such Asset Sale having an aggregate fair market value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (c) that is at that time outstanding, not to exceed (at the time of the receipt of such Designated Non-cash Consideration or, at the Company's option, at the time of contractually agreeing to such Asset Sale) the greater of (i) €100.0 million and (ii) 25.0% of the LTM EBITDA of the Company,

shall be deemed to be Cash Equivalents for purposes of this provision and for no other purpose.

Within 450 days after the later of (A) the date of any Asset Sale and (B) receipt of any Net Proceeds of such Asset Sale, the Company or such Restricted Subsidiary, at its option, may apply the Net Proceeds from such Asset Sale,

- (1) to the extent the Company or any Restricted Subsidiary, as the case may be, elects or is required by the terms of any Indebtedness of a Restricted Subsidiary:
 - (a) to prepay, repay or purchase any Indebtedness of a non-guarantor Restricted Subsidiary (in each case, other than Indebtedness owed to the Company or any Restricted Subsidiary) or Indebtedness incurred under clause (1) of the second paragraph of the covenant described under "*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*;" *provided*, however, that, in connection with any prepayment, repayment or purchase of Indebtedness pursuant to this clause (a), the Company or such Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) (except in the case of any revolving Indebtedness) to be permanently reduced in an amount equal to the principal amount so prepaid, repaid or purchased;
 - (b) to prepay, repay or purchase Pari Passu Indebtedness (as defined below) at a price of no more than 100% of the principal amount of such Pari Passu Indebtedness plus accrued and unpaid interest to the date of such prepayment, repayment or purchase; *provided* that the Company shall redeem, repay or repurchase Pari Passu Indebtedness that is Public Debt pursuant to this clause (b) only if the Company either (i) reduces the aggregate principal amount of the Notes on an equal or ratable basis with any such Pari Passu Indebtedness repaid pursuant to this clause (b) by, at its option, (x) redeeming Notes as provided under "*Optional Redemption*" and/or (y) purchasing Notes through open-market purchases or in privately negotiated

transactions (including at prices below par) and/or (ii) makes (at such time or subsequently in compliance with this covenant) an offer to the Holders of the Notes to purchase their Notes in accordance with the provisions set forth below for an Asset Sale Offer on an equal or ratable basis with any such *Pari Passu* Indebtedness repaid pursuant to this clause (b) (which offer shall be deemed to be an Asset Sale Offer for purposes hereof);

- (c) to purchase Notes through open-market purchases or in privately negotiated transactions (including at prices below par);
 - (d) to make (at such time or subsequently in compliance with this covenant) an offer to the Holders of the Notes to purchase their Notes in accordance with the provisions set forth below for an Asset Sale Offer (which offer shall be deemed to be an Asset Sale Offer for purposes hereof); or
 - (e) to redeem any Notes as described under “—*Optional Redemption*;” or
- (2) to make (a) an Investment in any one or more businesses; *provided*, that such Investment in any business is in the form of the acquisition of Capital Stock and results in the Company or any of its Restricted Subsidiaries, as the case may be, owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary, (b) capital expenditures or (c) acquisitions of other assets, in each of (a), (b) and (c), used or useful in a Similar Business; or
- (3) to make an Investment in (a) any one or more businesses; *provided*, that such Investment in any business is in the form of the acquisition of Capital Stock and results in the Company or any of its Restricted Subsidiaries, as the case may be, owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary, (b) properties or (c) acquisitions of other assets that, in each of (a), (b) and (c), replace the businesses, properties and/or assets that are the subject of such Asset Sale;

provided, that in the case of clauses (2) and (3) above, a binding commitment entered into not later than such 450th day shall be treated as a permitted application of the Net Proceeds from the date of such commitment so long as the Company or such Restricted Subsidiary enters into such commitment with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment within 180 days of such commitment (an “*Acceptable Commitment*”) and, in the event any *Acceptable Commitment* is later cancelled or terminated for any reason before the Net Proceeds are applied in connection therewith, the Company or such Restricted Subsidiary enters into another *Acceptable Commitment* (as “*Second Commitment*”) within 180 days of such cancellation or termination; *provided, further*, that if any *Second Commitment* is later cancelled or terminated for any reason before such Net Proceeds are applied, then such Net Proceeds shall constitute Excess Proceeds.

If at the time of contractually agreeing to such Asset Sale or, at the Company’s election, at the completion of such Asset Sale, and in either case, after giving effect thereto and the expected use of proceeds therefrom, (1) the Consolidated Secured Debt Ratio is equal to or less than 3.0 to 1.00 for the Company’s most recently ended four full fiscal quarters for which internal financial statements are available, 50% of the Net Proceeds from any Asset Sale will be deemed to constitute “Excess Proceeds,” or (2) the Consolidated Secured Debt Ratio is greater than 3.0 to 1.00 for the Company’s most recently ended four full fiscal quarters for which internal financial statements are available, 100% of the Net Proceeds from any Asset Sale will be deemed to constitute “Excess Proceeds.” On the 451st day from the later of (1) the date of such Asset Sale and (2) the receipt of such Net Proceeds in connection with the Asset Sale, or at such earlier date that the Company elects, if the aggregate amount of Excess Proceeds exceeds €150.0 million (the “*Excess Proceeds Amount*”), the Company shall be required to make an offer (an “*Asset Sale Offer*”) (x) in the case of Net Proceeds from Collateral, to all holders of First Lien Obligations to the extent required by the terms thereof and (y) in the case of any other Net Proceeds, to all holders of First Lien Obligations and all holders of other Indebtedness that ranks *pari passu* with the Notes (“*Pari Passu Indebtedness*”), to the extent required by the terms thereof to purchase the maximum aggregate principal amount of such First Lien Obligations and *Pari Passu Indebtedness*, as the case may be, that is in an amount equal to at least €100,000, or an integral multiple of €1,000 thereafter, that may be purchased out of the Excess Proceeds at an offer price, in the case of any Notes, in cash in an amount equal to 100% of the principal amount thereof (or accreted value thereof, if less), plus accrued and unpaid interest, if any, to the date fixed for the closing of such offer, and in the case of any other First Lien Obligations and *Pari Passu Indebtedness*, at the offer price required by the terms thereof but not to exceed 100% of the principal amount thereof (or accreted value thereof, if less), plus accrued and unpaid interest, if any, in accordance with the procedures set forth in the Indenture. The Company will commence an Asset Sale Offer with respect to Excess Proceeds within ten Business Days after the date that Excess Proceeds exceed the Excess Proceeds Amount by delivering to Holders the notice required pursuant to the terms of the Indenture, with a copy to the Trustee. The Company may satisfy the foregoing obligations with respect to any Net Proceeds from an Asset Sale by making an Asset Sale Offer with respect to such Net Proceeds prior to the expiration of the relevant 450 days (or such longer period provided above) or with respect to Excess Proceeds of the Excess Proceeds Amount or less.

To the extent that the aggregate amount of First Lien Obligations and Pari Passu Indebtedness, as the case may be, tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for any purposes not otherwise prohibited under the Indenture. If the aggregate principal amount of First Lien Obligations and Pari Passu Indebtedness, as the case may be, surrendered by such holders thereof exceeds the amount of Excess Proceeds, the Company shall purchase such First Lien Obligations and Pari Passu Indebtedness, as the case may be, on a pro rata basis based on the accreted value or principal amount of such First Lien Obligations and Pari Passu Indebtedness, as the case may be, tendered with adjustments as necessary so that no such First Lien Obligations and Pari Passu Indebtedness, as the case may be, will be repurchased in part in an unauthorized denomination. Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds that resulted in the requirement to make an Asset Sale Offer shall be reset to zero (regardless of whether there are any remaining Excess Proceeds upon such completion). Additionally, the Company may, at its option, make an Asset Sale Offer using the proceeds from any Asset Sale at any time after the consummation of such Asset Sale. Upon consummation or expiration of any such Asset Sale Offer, any remaining Net Proceeds shall not be deemed Excess Proceeds, and the Company may use such Net Proceeds for any purpose not otherwise prohibited under the Indenture.

Pending the final application of any Net Proceeds pursuant to this covenant, the holder of such Net Proceeds may apply such Net Proceeds temporarily to reduce Indebtedness outstanding under a revolving credit facility, including under the Senior Credit Facilities, or otherwise invest such Net Proceeds in any manner not prohibited by the Indenture.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

The provisions under the Indenture relative to the Company's obligation to make an offer to repurchase the Notes as a result of an Asset Sale may be waived or modified with the written consent of the Holders of a majority in principal amount of all the Notes then outstanding.

Certain Covenants

Set forth below are summaries of certain covenants contained in the Indenture.

If on any date following the 2028 Notes Original Issue Date, with respect to the New Floating Rate Notes or the Issue Date, with respect to the New Fixed Rate Notes (i) the Notes have an Investment Grade Rating from either of the Rating Agencies and (ii) no Default has occurred and is continuing under the Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "*Covenant Suspension Event*" and the date thereof being referred to as the "*Suspension Date*") then, the covenants specifically listed under the following captions in this "*Description of the Notes*" section of this Offering Memorandum will not be applicable to the Notes (collectively, the "*Suspended Covenants*") until the occurrence of the Reversion Date (defined below):

- (1) "*—Repurchase at the Option of Holders—Asset Sales;*"
- (2) "*—Limitation on Restricted Payments;*"
- (3) "*—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock;*"
- (4) clause (3) of the first paragraph of "*—Merger, Consolidation or Sale of All or Substantially All Assets—The Company;*"
- (5) "*—Transactions with Affiliates;*"
- (6) "*—Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries;*" and
- (7) "*—Limitation on Guarantees of Indebtedness by Restricted Subsidiaries and Additional Guarantees.*"

During any period that the foregoing covenants have been suspended, the Company may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the second sentence of the definition of "Unrestricted Subsidiary." The Company will notify the Trustee and the Holders of the Notes in writing of the occurrence of a Covenant Suspension Event.

If and while the Company and its Restricted Subsidiaries are not subject to the Suspended Covenants, the Notes will be entitled to substantially less covenant protection. In the event that the Company and its Restricted Subsidiaries are

not subject to the Suspended Covenants under the Indenture for any period of time as a result of the foregoing, and on any subsequent date (the “*Reversion Date*”) both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the rating assigned to the Notes below an Investment Grade Rating (in each case, to the extent given an Investment Grade Rating by such Rating Agency), then the Company and its Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants under the Indenture with respect to future events. The period of time between the Suspension Date and the Reversion Date is referred to in this description as the “*Suspension Period*.” Additionally, upon the occurrence of a Covenant Suspension Event, the amount of Excess Proceeds from any Asset Sales shall be reset to zero. The Trustee shall have no duty to monitor the ratings of the Notes or notify Holders of an occurrence of a Suspension Date or Reversion Date.

During the Suspension Period, the Company and its Restricted Subsidiaries will be entitled to incur Liens to the extent provided for under “—*Liens*” (including, without limitation, Permitted Liens) and any Permitted Liens which may refer to one or more Suspended Covenants shall be interpreted as though such applicable Suspended Covenant(s) continued to be applicable during the Suspension Period (but solely for purposes of the “—*Liens*” covenant and for no other covenant).

Notwithstanding the foregoing, in the event of any such reinstatement, no action taken or omitted to be taken by the Company or any of its Restricted Subsidiaries prior to such reinstatement will give rise to a Default or Event of Default under the Indenture with respect to the Notes, and no Default or Event of Default will be deemed to exist or have occurred as a result of any failure by the Company or any Restricted Subsidiary to comply with any of the Suspended Covenants during the Suspension Period; *provided*, that (1) with respect to Restricted Payments made after such reinstatement, the amount available to be made as Restricted Payments will be calculated as though the covenant described above under “—*Limitation on Restricted Payments*” had been in effect prior to, but not during, the Suspension Period; (2) all Indebtedness incurred, or Disqualified Stock issued, during the Suspension Period will be classified to have been incurred or issued pursuant to clause (3) of the second paragraph of “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*,” (3) any Affiliate Transaction entered into after such reinstatement pursuant to an agreement entered into during any Suspension Period shall be deemed to be permitted pursuant to clause (6) of the third paragraph of the covenant described under “—*Transactions with Affiliates*,” (4) any encumbrance or restriction on the ability of any Restricted Subsidiary that is not a Guarantor or the Issuer to take any action described in clauses (1) through (3) of the first paragraph of the covenant described under “—*Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries*” that becomes effective during any Suspension Period shall be deemed to be permitted pursuant to clause (a) of the first paragraph of the covenant described under “—*Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries*,” and (5) no Subsidiary of the Company shall be required to comply with the covenant described under “—*Limitation on Guarantees of Indebtedness by Restricted Subsidiaries and Additional Guarantees*” after such reinstatement with respect to any guarantee entered into by such Subsidiary during any Suspension Period.

Notwithstanding that the Suspended Covenants may be reinstated after the Reversion Date, no Default, Event of Default or breach of any kind will be deemed to exist under the Indenture, the Notes or the Guarantees with respect to the Suspended Covenants, and none of the Company or any of its Subsidiaries shall bear any liability for any actions taken or events occurring during the Suspension Period, or any actions taken at any time pursuant to any contractual obligation arising during any Suspension Period, in each case as a result of a failure to comply with the Suspended Covenants during the Suspension Period (or, upon termination of the Suspension Period or after that time based solely on any action taken or event that occurred during the Suspension Period), and following a Reversion Date, the Company and each Restricted Subsidiary will be permitted, without causing a Default or Event of Default, to honor, comply with or otherwise perform any contractual commitments or obligations arising during any Suspension Period and to consummate the transactions contemplated thereby.

There can be no assurance that the Notes will ever achieve or maintain Investment Grade Ratings.

Limited Condition Transactions

When calculating the availability under any basket or ratio under the Indenture or compliance with any provision of the Indenture in connection with any Limited Condition Transaction and any actions or transactions related thereto (including acquisitions, Investments, the incurrence or issuance of Indebtedness, Disqualified Stock or Preferred Stock and the use of proceeds thereof, the incurrence of Liens, repayments and Restricted Payments), in each case, at the option of the Company (the Company’s election to exercise such option, an “*LCT Election*”), the date of determination for availability under any such basket or ratio and whether any such action or transaction is permitted (or any requirement or condition therefor is complied with or satisfied (including as to the absence of any continuing Default or Event of Default)) under the Indenture shall be deemed to be the date (the “*LCT Test Date*”) that the definitive agreements for such Limited Condition Transaction are entered into (or, if applicable, the date of delivery of a binding offer, a “certain funds” tender offer, an irrevocable notice, declaration of a Restricted Payment or similar event), and, if after giving pro forma effect to the Limited Condition Transaction and any actions or transactions related thereto (including acquisitions, Investments, the incurrence or issuance of Indebtedness, Disqualified Stock or Preferred Stock and the use of proceeds thereof, the incurrence of Liens, repayments and Restricted Payments) and any related pro forma adjustments, the Company or any of

its Restricted Subsidiaries would have been permitted to take such actions or consummate such transactions on the relevant LCT Test Date in compliance with such ratio, test or basket (and any related requirements and conditions), such ratio, test or basket (and any related requirements and conditions) shall be deemed to have been complied with (or satisfied) for all purposes (in the case of Indebtedness, for example, whether such Indebtedness is committed, issued or incurred at the LCT Test Date or at any time thereafter); *provided*, that (a) if financial statements for one or more subsequent fiscal quarters shall have become available, the Company may elect, in its sole discretion, to re-determine all such ratios, tests or baskets on the basis of such financial statements, in which case, such date of redetermination shall thereafter be deemed to be the applicable LCT Test Date for purposes of such ratios, tests or baskets, and (b) except as contemplated in the foregoing clause (a), compliance with such ratios, tests or baskets (and any related requirements and conditions) shall not be determined or tested at any time after the applicable LCT Test Date for such Limited Condition Transaction and any actions or transactions related thereto (including acquisitions, Investments, the incurrence or issuance of Indebtedness, Disqualified Stock or Preferred Stock and the use of proceeds thereof, the incurrence of Liens, repayments and Restricted Payments).

For the avoidance of doubt, if the Company has made an LCT Election, (1) if any of the ratios, tests or baskets for which compliance was determined or tested as of the LCT Test Date would at any time after the LCT Test Date have been exceeded or otherwise failed to have been complied with as a result of fluctuations in any such ratio, test or basket, including due to fluctuations in EBITDA of the Company or the Person subject to such Limited Condition Transaction, such baskets, tests or ratios will not be deemed to have been exceeded or failed to have been complied with as a result of such fluctuations; (2) if any related requirements and conditions (including as to the absence of any continuing Default or Event of Default) for which compliance or satisfaction was determined or tested as of the LCT Test Date would at any time after the LCT Test Date not have been complied with or satisfied (including due to the occurrence or continuation of an Default or Event of Default), such requirements and conditions will not be deemed to have been failed to be complied with or satisfied (and such Default or Event of Default shall be deemed not to have occurred or be continuing); and (3) in calculating the availability under any ratio, test or basket in connection with any action or transaction unrelated to such Limited Condition Transaction following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the date that the definitive agreement or date for redemption, purchase or repayment specified in an irrevocable notice for such Limited Condition Transaction is terminated, expires or passes, as applicable, without consummation of such Limited Condition Transaction, any such ratio, test or basket shall be determined or tested giving pro forma effect to such Limited Condition Transaction.

Certain Compliance Calculations

Notwithstanding anything to the contrary herein, other than for purposes of calculating the Consolidated Total Debt Ratio for purposes of a Specified Change of Control Event, in the event an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) is incurred or issued, any Lien is incurred or other transaction is undertaken in reliance on a ratio basket based on the Fixed Charge Coverage Ratio, Consolidated Secured Debt Ratio or Consolidated Total Debt Ratio, such ratio(s) shall be calculated with respect to such incurrence, issuance or other transaction without giving effect to amounts being utilized under any other basket (other than a ratio basket based on the Fixed Charge Coverage Ratio, Consolidated Secured Debt Ratio or Consolidated Total Debt Ratio) on the same date. Each item of Indebtedness, Disqualified Stock or Preferred Stock that is incurred or issued, each Lien incurred and each other transaction undertaken will be deemed to have been incurred, issued or taken first, to the extent available, pursuant to the relevant Fixed Charge Coverage Ratio, Consolidated Secured Debt Ratio or Consolidated Total Debt Ratio test.

Notwithstanding anything to the contrary herein, in the event an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) is incurred or issued, any Lien is incurred or other transaction is undertaken in reliance on a ratio basket based on the Fixed Charge Coverage Ratio, Consolidated Secured Debt Ratio or Consolidated Total Debt Ratio, such ratio(s) shall be calculated without regard to the incurrence or repayment of any Indebtedness under any revolving credit facility or letter of credit facility (1) immediately prior to or in connection therewith or (2) used to finance working capital needs of the Company and its Restricted Subsidiaries (as reasonably determined by the Company).

Limitation on Restricted Payments

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

- (I) declare or pay any dividend or make any payment or distribution on account of the Company's, or any of its Restricted Subsidiaries', Equity Interests (in each case, solely in such Person's capacity as holder of such Equity Interests), including any dividend, payment or distribution payable in connection with any merger, amalgamation or consolidation other than:
 - (a) dividends and distributions by the Company payable solely in Equity Interests (other than Disqualified Stock) or Subordinated Shareholder Funding of the Company or in options, warrants or other rights to purchase such Equity Interests (other than Disqualified Stock); or

- (b) dividends and distributions by a Restricted Subsidiary so long as, in the case of any dividend, payment or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary other than a Wholly Owned Subsidiary, the Company or a Restricted Subsidiary receives at least its pro rata share of such dividend, payment or distribution in accordance with its Equity Interests in such class or series of securities;
- (II) purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of the Company or any Holding Company of the Company, including any purchase, redemption, defeasance, acquisition or retirement in connection with any merger, amalgamation or consolidation, in each case held by a Person other than the Company or a Restricted Subsidiary;
- (III) make any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value, in each case, prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness, other than:
 - (a) Indebtedness permitted under clauses (7), (8) and (9) of the second paragraph of the covenant described under “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*;” or
 - (b) the purchase, repurchase or other acquisition of Subordinated Indebtedness purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of purchase, repurchase or acquisition;
- (IV) make any payment (other than by capitalization of interest) on or with respect to, or purchase, repurchase, redeem, defease or otherwise acquire or retire for value any Subordinated Shareholder Funding; or
- (V) make any Restricted Investment,

(all such payments and other actions set forth in clauses (I) through (V) above (other than any exceptions thereto) being collectively referred to as “*Restricted Payments*”), unless, at the time of such Restricted Payment:

- (1) no Default shall have occurred and be continuing or would occur as a consequence thereof;
- (2) immediately after giving effect to such transaction on a pro forma basis, the Company could incur €1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described under “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*” (the “*Fixed Charge Coverage Test*”); and
- (3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries after the Original Completion Date (including Restricted Payments permitted by clauses (1) and (6)(c) of the second succeeding paragraph (to the extent not deducted in calculating Consolidated Net Income), but excluding all other Restricted Payments permitted by the second succeeding paragraph), is less than the sum of (without duplication):
 - (a) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period and including any predecessor of the Company) beginning on July 1, 2018, to the end of the Company’s most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment, or, in the case such Consolidated Net Income for such period is a deficit, minus 100% of such deficit; plus
 - (b) 100% of the aggregate net cash proceeds and the fair market value of marketable securities or other property received by the Company since immediately after the Original Completion Date from the issue or sale of:
 - (i)
 - (A) Equity Interests or Subordinated Shareholder Funding of the Company, including Treasury Capital Stock (as defined below), but excluding cash proceeds and the fair market value of marketable securities or other property received from the sale of:
 - (x) Equity Interests or Subordinated Shareholder Funding to any future, present or former employees, directors, officers, managers,

independent contractors or consultants (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Company, any Holding Company of the Company or any of the Company's Subsidiaries after the Original Completion Date to the extent such amounts have been applied to Restricted Payments made in accordance with clause (4) of the second succeeding paragraph; and

(y) Designated Preferred Stock; and

(B) to the extent such net cash proceeds, marketable securities or other property are actually contributed to the Company, Equity Interests of any Holding Company of the Company (excluding contributions of the proceeds from the sale of Designated Preferred Stock of any such companies or contributions to the extent such amounts have been applied to Restricted Payments made in accordance with clause (4) of the second succeeding paragraph); or

(ii) Indebtedness of the Company or a Restricted Subsidiary that has been converted into or exchanged for such Equity Interests or Subordinated Shareholder Funding of the Company;

provided, that this clause (3)(b) shall not include the proceeds from (V) the Equity Contribution, (W) Refunding Capital Stock (as defined below) applied in accordance with clause (2) of the second succeeding paragraph, (X) Equity Interests or convertible debt securities of the Company sold to a Restricted Subsidiary, (Y) Disqualified Stock or debt securities that have been converted into Disqualified Stock or (Z) Excluded Contributions or Excluded Amounts; plus

(c) 100% of the aggregate amount of cash and the fair market value of marketable securities or other property contributed to the capital of the Company or a Restricted Subsidiary (including the aggregate principal amount of any Indebtedness of the Company or a Restricted Subsidiary, other than Subordinated Indebtedness, contributed to the Company or a Restricted Subsidiary for cancellation) or that becomes part of the capital of the Company or a Restricted Subsidiary through consolidation or merger following the Original Completion Date (other than (i) contributions by a Restricted Subsidiary or the Company, (ii) the Equity Contribution and (iii) any Excluded Contributions or Excluded Amounts); plus

(d) 100% of the aggregate amount received in cash and the fair market value of marketable securities or other property received by the Company or any Restricted Subsidiary by means of:

(i) the sale or other disposition (other than to the Company or a Restricted Subsidiary) of, or other returns on Investments from, Restricted Investments made by the Company or its Restricted Subsidiaries and repurchases and redemptions of such Restricted Investments from the Company or its Restricted Subsidiaries and repayments of loans or advances, and releases of guarantees, which constitute Restricted Investments made by the Company or its Restricted Subsidiaries, in each case after the Original Completion Date; or

(ii) the sale (other than to the Company or a Restricted Subsidiary) of the stock of an Unrestricted Subsidiary or a dividend or distribution (other than an Excluded Contribution) from an Unrestricted Subsidiary,

(other than, in each case, to the extent the Investment was made by the Company or a Restricted Subsidiary pursuant to clause (7) of the second succeeding paragraph or to the extent such Investment constituted a Permitted Investment), in each case, after the Original Completion Date; plus

(e) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger, amalgamation or consolidation of an Unrestricted Subsidiary into the Company or a Restricted Subsidiary or the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to the Company or a Restricted Subsidiary after the Original Completion Date, the fair market value of the Investment in such Unrestricted Subsidiary (or the assets transferred) at the time of the redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary or at the

time of such merger, amalgamation, consolidation or transfer of assets, other than to the extent the Investment in such Unrestricted Subsidiary was made by the Company or a Restricted Subsidiary pursuant to clause (7) of the second succeeding paragraph or to the extent such Investment constituted a Permitted Investment; plus

- (f) the greater of (a) €67.5 million and (b) 18.5% of the LTM EBITDA of the Company;

in each of clauses (a) through (f) above, excluding, in the case of clauses (b) and (c), net cash proceeds and in the case of clauses (a), (d), (e) and (f), any amounts to the extent such net cash proceeds or amounts, as applicable, have been used to incur Indebtedness or issue Disqualified Stock or Preferred Stock pursuant to clause (12)(a) of the second paragraph of “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.*”

As of September 30, 2023, after giving effect to the Refinancing Transactions on a pro forma basis, the amount available under the foregoing clause (3) above, together with clause (11) of the fourth paragraph of “—*Limitation on Restricted Payments,*” was approximately €157.0 million.

Any amounts (such amounts, the “*Excluded Amounts*”) that would otherwise be included in the calculation of the amount available for Restricted Payments pursuant to sub-clauses (b) or (c) of the preceding clause (3) will be excluded from such calculation to the extent (1) such amounts result from the receipt of net cash proceeds, property or assets or marketable securities received in contemplation of, or in connection with, an event that constitutes a Specified Change of Control Event, (2) the purpose of, or the effect of, the receipt of such net cash proceeds, property or assets or marketable securities was to reduce the Consolidated Total Debt Ratio of the Company so that a Specified Change of Control Event occurs, which would not have been achieved without the receipt of such net cash proceeds, property or assets or marketable securities and (3) no Change of Control Offer is made in connection with such event in accordance with the requirements of the Indenture.

The foregoing provisions will not prohibit:

- (1) the payment of any dividend or other distribution or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or other distribution or the giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or other distribution or redemption payment would have complied with the provisions of the Indenture;
- (2) (a) the redemption, repurchase, defeasance, retirement or other acquisition of any Equity Interests, including any accrued and unpaid dividends thereon (“*Treasury Capital Stock*”), Subordinated Shareholder Funding or Subordinated Indebtedness of the Company or any Restricted Subsidiary or any Equity Interests of any Holding Company of the Company, in exchange for, or out of the proceeds of the substantially concurrent sale or issuance (other than to a Restricted Subsidiary) of, Equity Interests or Subordinated Shareholder Funding of the Company or any Holding Company of the Company to the extent contributed to the Company (in each case, other than any Disqualified Stock, the Equity Contribution, Excluded Contributions or Excluded Amounts) (“*Refunding Capital Stock*”), (b) the declaration and payment of dividends on Treasury Capital Stock out of the proceeds of the substantially concurrent sale or issuance (other than to a Subsidiary of the Company or to an employee stock ownership plan or any trust established by the Company or any of its Subsidiaries) of Refunding Capital Stock, and (c) if, immediately prior to the retirement of Treasury Capital Stock, the declaration and payment of dividends thereon was permitted under clauses (6)(a) or (b) of this paragraph, the declaration and payment of dividends on the Refunding Capital Stock (other than Refunding Capital Stock the proceeds of which were used to redeem, repurchase, retire or otherwise acquire any Equity Interests of any Holding Company of the Company) in an aggregate amount per year no greater than the aggregate amount of dividends per annum that were declarable and payable on such Treasury Capital Stock immediately prior to such retirement;
- (3) the prepayment, defeasance, redemption, repurchase, exchange or other acquisition or retirement (a) of Subordinated Indebtedness of the Issuer or a Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, new Indebtedness of the Issuer or a Guarantor or Disqualified Stock of the Issuer or a Guarantor or (b) Disqualified Stock of the Issuer or a Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Disqualified Stock of the Issuer or a Guarantor, that, in each case, is incurred or issued, as applicable, in compliance with “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*” so long as:
 - (a) the principal amount (or accreted value, if applicable) of such new Indebtedness or the liquidation preference of such new Disqualified Stock does not exceed the principal amount of

(or accreted value, if applicable), plus any accrued and unpaid interest on, the Subordinated Indebtedness or the liquidation preference of, plus any accrued and unpaid dividends on, the Disqualified Stock being so prepaid, defeased, redeemed, repurchased, exchanged, acquired or retired for value, plus the amount of any premium (including tender premium) required to be paid under the terms of the instrument governing the Subordinated Indebtedness or Disqualified Stock being so defeased, redeemed, repurchased, exchanged, acquired or retired, defeasance costs and any fees and expenses incurred in connection with the issuance of such new Indebtedness or Disqualified Stock;

- (b) such new Indebtedness is subordinated to the Notes or the applicable Guarantee at least to the same extent as such Subordinated Indebtedness so defeased, redeemed, repurchased, exchanged, acquired or retired;
 - (c) such new Indebtedness or Disqualified Stock has a final scheduled maturity date equal to or later than the final scheduled maturity date of the Subordinated Indebtedness or Disqualified Stock being so defeased, redeemed, repurchased, exchanged, acquired or retired (or, if earlier, a date that is at least 91 days after the maturity date of the 2028 Notes); and
 - (d) such new Indebtedness or Disqualified Stock has a Weighted Average Life to Maturity equal to or greater than the remaining Weighted Average Life to Maturity of the Subordinated Indebtedness or Disqualified Stock being so defeased, redeemed, repurchased, exchanged, acquired or retired (or requires no or nominal payments in cash prior to the date that is at least 91 days after the maturity date of the 2028 Notes);
- (4) a Restricted Payment to pay for the repurchase, redemption or other acquisition or retirement for value of Equity Interests (other than Disqualified Stock) of the Company or any Holding Company of the Company held by any future, present or former employee, director, officer, member of management or consultant (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Company, any of its Subsidiaries or any of its Holding Companies pursuant to any management, director, employee or consultant equity plan or stock option plan or any other management, director, employee or consultant benefit plan or agreement, or any equity subscription or equityholder agreement or any termination agreement (including, for the avoidance of doubt, any principal and interest payable on any Indebtedness issued by the Company or any Holding Company of the Company in connection with such repurchase, retirement or other acquisition), including any Equity Interest rolled over by management, directors, employees or consultants of the Company or any Holding Company of the Company in connection with the Original Transactions, the 2025 Transactions, the 2027 Transactions and the 2028 Transactions; *provided*, that the aggregate amount of Restricted Payments made under this clause (4) do not exceed in any calendar year €30.0 million (which shall increase to €60.0 million subsequent to the consummation of an IPO Event) (with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum (without giving effect to the following proviso) of €50.0 million in any calendar year (which shall increase to €100.0 million subsequent to an IPO Event)); *provided, further*, that such amount in any calendar year under this clause may be increased by an amount not to exceed:
- (a) the cash proceeds from the sale of Equity Interests (other than Disqualified Stock) or Subordinated Shareholder Funding of the Company and, to the extent contributed to the Company, the cash proceeds from the sale of Equity Interests or Subordinated Shareholder Funding of any of Holding Company of the Company, in each case to any future, present or former employees, directors, officers, members of management, or consultants (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Company, any of its Subsidiaries or any of its Holding Companies that occurs after the Original Issue Date (other than the Equity Contribution), to the extent the cash proceeds from the sale of such Equity Interests have not otherwise been applied to the payment of Restricted Payments by virtue of clause (3) of the preceding paragraph; plus
 - (b) the cash proceeds of key man life insurance policies received by the Company or its Restricted Subsidiaries (or any Holding Company of the Company to the extent contributed to the Company) after the Original Issue Date; less
 - (c) the amount of any Restricted Payments previously made with the cash proceeds described in clauses (a) and (b) of this clause (4);

and *provided, further*, that (i) cancellation of Indebtedness owing to the Company or any Restricted

Subsidiary from any future, present or former employees, directors, officers, members of management or consultants of the Company (or their respective Controlled Investment Affiliates or Immediate Family Members), any Holding Company of the Company or any of the Company's Restricted Subsidiaries in connection with a repurchase of Equity Interests of the Company or any of its Holding Companies and (ii) the repurchase of Equity Interests deemed to occur upon the exercise of options, warrants or similar instruments if such Equity Interests represent all or a portion of the exercise price thereof or payments, in lieu of the issuance of fractional Equity Interests or withholding to pay other taxes payable in connection therewith, in the case of each of clauses (i) and (ii), will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provision of the Indenture;

- (5) the declaration and payment of dividends to holders of any class or series of Disqualified Stock of the Company or any of its Restricted Subsidiaries or any class or series of Preferred Stock of any Restricted Subsidiary issued in accordance with the covenant described under “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*” to the extent such dividends are included in the definition of “Fixed Charges;”

- (6)

- (a) the declaration and payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) issued by the Company after the Original Completion Date;
 - (b) the declaration and payment of dividends to any Holding Company of the Company, the proceeds of which will be used to fund the payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock, the Equity Contribution, Excluded Contributions or Excluded Amounts) issued by such Holding Company after the Original Completion Date; *provided*, that the amount of dividends paid pursuant to this clause (b) shall not exceed the aggregate amount of cash actually contributed to the Company from the sale of such Designated Preferred Stock; or
 - (c) the declaration and payment of dividends on Refunding Capital Stock that is Preferred Stock in excess of the dividends declarable and payable thereon pursuant to clause (2) of this paragraph;

provided, in the case of each of (a) and (c) of this clause (6), that for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of issuance of such Designated Preferred Stock or the declaration of such dividends on Refunding Capital Stock that is Preferred Stock, after giving effect to such issuance or declaration on a pro forma basis, the Company and its Restricted Subsidiaries on a consolidated basis would have had a Fixed Charge Coverage Ratio of at least 2.00 to 1.00;

- (7) [Reserved];

- (8) payments made or expected to be made by the Company or any Restricted Subsidiary in respect of withholding or similar taxes payable upon or in connection with exercise or vesting of Equity Interests by any future, present or former employee, director, officer, member of management or consultant (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Company or any Restricted Subsidiary or any Holding Company of the Company and any repurchases or withholdings of Equity Interests deemed to occur upon or in connection with exercise or vesting of stock options, warrants or other equity-based awards if such Equity Interests represent all or a portion of the exercise price thereof or payments in lieu of the issuance of fractional Equity Interests, or withholding obligations with respect to, such options, warrants or awards;

- (9) the declaration and payment of dividends on, or the purchase, redemption, defeasance or other acquisition or retirement for value of, the Company's common stock (or the payment of dividends to any Holding Company of the Company to fund a payment of dividends on such company's common stock or to fund such company's purchase, redemption, defeasance or other acquisition or retirement for value of such company's common stock), following an IPO Event, in an amount not to exceed the sum of (a) up to 6.0% per annum of the amount of net cash proceeds received by or contributed to the Company in or from any public offering and other than any public sale constituting an Excluded Contribution or Excluded Amounts and (b) an aggregate amount per annum not to exceed 5.0% of Market Capitalization;

- (10) Restricted Payments that are made (a) in an amount equal to the amount of Excluded Contributions received following the Original Issue Date or (b) without duplication with clause (a), from the Net

Proceeds from an Asset Sale in respect of property or assets acquired after the Original Completion Date, if the acquisition of such property or assets was financed with Excluded Contributions;

- (11) Restricted Payments in an aggregate amount taken together with all other Restricted Payments made pursuant to this clause (11) (in the case of Restricted Investments, at the time outstanding (without giving effect to the sale of an Investment to the extent the proceeds of such sale do not consist of, or have not be subsequently sold or transferred for, Cash Equivalents)) not to exceed the greater of (a) €135.0 million and (b) 35.0% of the LTM EBITDA of the Company at such time (other than any amount that has been used to incur Indebtedness or issue Disqualified Stock or Preferred Stock pursuant to clause (12)(a) of the second paragraph of “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*”); *provided, however*, that if any Investment pursuant to this clause (11) is made in any Person that is not a Restricted Subsidiary of the Company at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) of the definition of “Permitted Investments” and shall cease to have been made pursuant to this clause (11);
- (12) distributions or payments of Securitization Fees;
- (13) any Restricted Payment made in connection with the Original Transactions, the 2025 Transactions, the 2027 Transactions and the 2028 Transactions and the fees and expenses related thereto or used to fund amounts owed in connection with the Original Transactions, the 2025 Transactions, the 2027 Transactions and the 2028 Transactions including the settlement of any adjustment of purchase price, earnout or similar obligations to the Investors in connection with the Original Transactions, the 2025 Transactions, the 2027 Transactions and the 2028 Transactions;
- (14) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness, Disqualified Stock or Preferred Stock:
 - (a) to the extent required by the agreement governing such Subordinated Indebtedness, Disqualified Stock or Preferred Stock, following the occurrence of a Change of Control (or other similar event described therein as a “change of control”), but only (i) if the Company shall have first complied with the covenant described under “—*Repurchase at the Option of Holders—Change of Control*” and purchased all Notes validly tendered pursuant to the Change of Control Offer to repurchase all the Notes required thereby, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock and (ii) at a purchase price not greater than 101% of the principal amount of such Subordinated Indebtedness, Disqualified Stock or Preferred Stock plus accrued and unpaid interest; or
 - (b) (i) from Net Proceeds to the extent permitted under “—*Repurchase at the Option of Holders—Asset Sales*,” but only if the Company shall have first complied with the covenant described under “—*Repurchase at the Option of Holders—Asset Sales*” and purchased all Notes tendered pursuant to any Asset Sale Offer, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock and (ii) at a purchase price not greater than 100% of the principal amount of such Subordinated Indebtedness, Disqualified Stock or Preferred Stock plus accrued and unpaid interest;
 - (c) (i) consisting of Acquired Indebtedness (other than Indebtedness incurred (A) to provide all or any portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was otherwise acquired by the Company or a Restricted Subsidiary or (B) otherwise in connection with or contemplation of such acquisition) and (ii) at a purchase price not greater than 100% of the principal amount of such Subordinated Indebtedness, Disqualified Stock or Preferred Stock plus accrued and unpaid interest and any premium required by the terms of any Acquired Indebtedness;
- (15) the declaration and payment of dividends or distributions by the Company to, or the making of loans to, any Holding Company of the Company in amounts required for any Holding Company of the Company to pay, in each case without duplication,
 - (a) franchise, excise and similar taxes, and other fees and expenses, required to maintain their corporate existence;

- (b) consolidated, combined or similar foreign, federal, state or local income or similar taxes of a tax group that includes the Company and/or its Subsidiaries and whose common parent is a Holding Company of the Company, to the extent such income or similar taxes are attributable to the income of the Company and its Restricted Subsidiaries or, to the extent of any cash amounts actually received from its Unrestricted Subsidiaries for such purpose, to the income of such Unrestricted Subsidiaries; *provided*, that in each case the amount of such payments in respect of any fiscal year does not exceed the amount that the Company and/or its Restricted Subsidiaries (and, to the extent permitted above, its Unrestricted Subsidiaries), as applicable, would have been required to pay in respect of the relevant foreign, federal, state or local income or similar taxes for such fiscal year had the Company, its Restricted Subsidiaries and/or its Unrestricted Subsidiaries (to the extent described above), as applicable, paid such taxes separately from any such parent company;
- (c) customary salary, bonus, severance, indemnity and other benefits payable to future, present or former employees, directors, officers, managers, members, partners, independent contractors or consultants of any Holding Company of the Company to the extent such salaries, bonuses, severance payments, indemnities and other benefits are attributable to the ownership or operation of the Company and its Restricted Subsidiaries;
- (d) general corporate operating and overhead costs and expenses (including, without limitation, expenses related to auditing or other accounting or tax reporting matters) of any Holding Company of the Company to the extent such costs and expenses are attributable to the ownership or operation of the Company and its Restricted Subsidiaries and, following the first public offering of the Company's common equity or the common equity of any Holding Company of the Company, listing fees and other costs and expenses attributable to being a publicly traded company of any Holding Company of the Company;
- (e) fees and expenses related to any unsuccessful equity or debt offering of such parent entity;
- (f) amounts payable pursuant to any Support and Services Agreement (including any amendment thereto or replacement thereof so long as any such amendment or replacement is not materially disadvantageous in the good faith judgment of the board of directors of the Company to the Holders when taken as a whole, as compared to any Support and Services Agreement as in effect immediately prior to such amendment or replacement), solely to the extent such amounts are not paid directly by the Company or its Subsidiaries;
- (g) cash payments in lieu of issuing fractional shares or interests in connection with (i) the exercise of warrants, options, other equity-based awards or other securities convertible into or exchangeable for Equity Interests of the Company or any Holding Company of the Company and any dividend, split or combination thereof or any transaction permitted under the Indenture and (ii) any conversion request by a holder of convertible Indebtedness and cash payments in lieu of fractional shares or interests in connection with any such conversion and payments on convertible Indebtedness in accordance with its terms;
- (h) to finance Investments that would otherwise be permitted to be made pursuant to this covenant if made by the Company; *provided*, that (A) such Restricted Payment shall be made substantially concurrently with the closing of such Investment, (B) such Holding Company shall, immediately following the closing thereof, cause (1) all property acquired (whether assets or Equity Interests) to be contributed to the capital of the Company or one of its Restricted Subsidiaries or (2) the merger or amalgamation of the Person formed or acquired into the Company or one of its Restricted Subsidiaries (to the extent not prohibited by the covenant described under "*—Merger, Consolidation or Sale of All or Substantially All Assets*" below) in order to consummate such Investment, (C) such Holding Company and its Affiliates (other than the Company or a Restricted Subsidiary) receives no consideration or other payment in connection with such transaction except to the extent the Company or a Restricted Subsidiary could have given such consideration or made such payment in compliance with the Indenture, (D) any property received by the Company shall not increase amounts available for Restricted Payments pursuant to clause (3) of the preceding paragraph or be deemed to be an Excluded Contribution and (E) such Investment shall be deemed to be made by the Company or such Restricted Subsidiary pursuant to another provision of this covenant (other than pursuant to clause (10) hereof) or pursuant to the definition of "Permitted Investments" (other than clause (9) thereof); and

- (i) amounts that would be permitted to be paid by the Company under clauses (3), (4), (8), (9), (13), (14) and (17) of the third paragraph of the covenant described under “—*Transactions with Affiliates*,” *provided*, that the amount of any dividend or distribution under this clause (15)(i) to permit such payment shall reduce, without duplication, Consolidated Net Income of the Company to the extent, if any, that such payment would have reduced Consolidated Net Income of the Company if such payment had been made directly by the Company and increase (or, without duplication of any reduction of Consolidated Net Income, decrease) EBITDA of the Company to the extent, if any, that Consolidated Net Income is reduced under this clause (15)(i) and such payment would have been added back to (or, to the extent excluded from Consolidated Net Income, would have been deducted from) EBITDA of the Company if such payment had been made directly by the Company, in each case, in the period such payment is made;
- (16) the distribution, by dividend or otherwise, shares of Capital Stock of an Unrestricted Subsidiary (or a Restricted Subsidiary that owns one or more Unrestricted Subsidiaries and no other material assets), or Indebtedness owed to the Company or a Restricted Subsidiary by an Unrestricted Subsidiary (or a Restricted Subsidiary that owns one or more Unrestricted Subsidiaries and no other material assets), in each case, other than Unrestricted Subsidiaries the primary assets of which are cash and/or Cash Equivalents;
- (17) mandatory redemptions of Disqualified Stock issued as a Restricted Payment or as consideration for a Permitted Investment so long as the amount of such redemptions are no greater than the amount that constituted such Restricted Payment or Permitted Investment; and
- (18) Restricted Payments; *provided*, that for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of such Restricted Payment, on a pro forma basis, the Company and its Restricted Subsidiaries on a consolidated basis would have had a Consolidated Total Debt Ratio of no more than 3.00 to 1.00;

provided, that at the time of, and after giving effect to, any Restricted Payment permitted under clauses (11) and (18), no Event of Default shall have occurred and be continuing or would occur as a consequence thereof.

For purposes of determining compliance with this covenant, in the event that a proposed Restricted Payment (or a portion thereof) meets the criteria of clauses (1) through (18) above and/or one or more of the clauses contained in the definition of “Permitted Investments,” or is entitled to be made pursuant to the first paragraph of this covenant, the Company will be entitled to divide or classify or later reclassify (based on circumstances existing on the date of such reclassification) such Restricted Payment (or a portion thereof) between such clauses (1) through (18) and such first paragraph and/or one or more of the clauses contained in the definition of “Permitted Investments” in any manner that otherwise complies with this covenant.

As of the Issue Date, all of the Company’s Subsidiaries are Restricted Subsidiaries. The Company will not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the penultimate sentence of the definition of “Unrestricted Subsidiary.” For purposes of designating any Restricted Subsidiary as an Unrestricted Subsidiary, all outstanding Investments by the Company and its Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated will be deemed to be Restricted Payments in an amount determined as set forth in the penultimate sentence of the definition of “Investments.” Such designation will be permitted only if a Restricted Payment in such amount would be permitted at such time, pursuant to this covenant or pursuant to the definition of “Permitted Investments,” and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Unrestricted Subsidiaries will not be subject to any of the restrictive covenants set forth in the Indenture.

Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise (collectively, “*incur*” and collectively, an “*incurrence*”) with respect to any Indebtedness (including Acquired Indebtedness) and the Company will not issue any shares of Disqualified Stock and will not permit any Restricted Subsidiary to issue any shares of Disqualified Stock or any Restricted Subsidiary that is not a Guarantor or the Issuer to issue Preferred Stock; *provided*, that the Company may incur Indebtedness (including Acquired Indebtedness) or issue shares of Disqualified Stock, and any Restricted Subsidiary may incur Indebtedness (including Acquired Indebtedness), and issue shares of Disqualified Stock and any Restricted Subsidiary that is not a Guarantor or the Issuer may issue shares of Preferred Stock, if the Fixed Charge Coverage Ratio on a consolidated basis of the Company and its Restricted Subsidiaries for the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or Preferred Stock is issued would have been at least 2.00 to 1.00, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional

Indebtedness had been incurred, or the Disqualified Stock or Preferred Stock had been issued, as the case may be, and the application of proceeds therefrom had occurred at the beginning of such four-quarter period; *provided* that the then outstanding aggregate principal amount of Indebtedness (including Acquired Indebtedness), Disqualified Stock and Preferred Stock that may be incurred or issued, as applicable, pursuant to this paragraph (plus any refinancing Indebtedness in respect thereof) by Restricted Subsidiaries that are not Guarantors or the Issuer shall not exceed the greater of (a) €100.0 million and (b) 25.0% of LTM EBITDA of the Company (in each case, determined on the date of such incurrence).

The foregoing limitations will not apply to:

- (1) Indebtedness incurred pursuant to any Credit Facility or any refinancing Indebtedness in respect thereof in an aggregate amount not exceeding €350.0 million, plus in the case of any refinancing of any Indebtedness permitted under this clause (1) or any portion thereof, the aggregate amount of fees, underwriting discounts, premia (including tender premia) and other costs and expenses incurred in connection with such refinancing;
- (2) the incurrence by the Company and any Guarantor of Indebtedness represented by the 2028 Notes (including any Guarantee thereof, but excluding any Additional Notes (including the New Notes) and any guarantees thereof);
- (3) Indebtedness of the Company and its Restricted Subsidiaries in existence on the 2028 Notes Original Issue Date (including the Proceeds Loan, the 2027 Notes Proceeds Loan, the 2027 Notes and Existing Cirsa Indebtedness but other than Indebtedness described in clauses (1) and (2) above);
- (4) Indebtedness consisting of Capitalized Lease Obligations and Purchase Money Obligations, Disqualified Stock and Preferred Stock incurred or issued by the Company or any of its Restricted Subsidiaries to finance the purchase, lease, expansion, construction, installation, replacement, repair or improvement of property (real or personal), equipment or any other asset, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets, in an aggregate principal amount (together with any Indebtedness incurred under clause (13) to refinance Indebtedness incurred under this clause (4)) not to exceed the greater of (a) €120.0 million and (b) 30.0% of the LTM EBITDA of the Company (in each case, determined at the date of incurrence or issuance), so long as such Indebtedness, Disqualified Stock or Preferred Stock exists at the date of such purchase, lease, expansion, construction, installation, replacement, repair or improvement or is created within 365 days thereafter (and for the avoidance of doubt, the purchase date for any asset shall be the later of the date of completion of construction or installation and the beginning of the full productive use of such asset);
- (5) Indebtedness incurred by the Company or any of its Restricted Subsidiaries constituting reimbursement obligations with respect to letters of credit, bank guarantees, banker's acceptances, warehouse receipts, or similar instruments issued or created in the ordinary course of business, including letters of credit in favor of suppliers or trade creditors or in respect of workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement type obligations regarding workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance; *provided*, that upon the drawing of such letters of credit or the incurrence of such Indebtedness, such obligations are reimbursed within 45 Business Days following such drawing or incurrence;
- (6) Indebtedness arising from (a) Permitted Intercompany Activities and (b) agreements of the Company or its Restricted Subsidiaries providing for indemnification, adjustment of purchase price, earnouts or similar obligations, in each case, incurred or assumed in connection with the acquisition or disposition of any business (including pursuant to the 2028 Transactions), assets, Subsidiary or Investment, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or a Subsidiary for the purpose of financing such acquisition;
- (7) Indebtedness of the Company to a Restricted Subsidiary; *provided*, that any such Indebtedness owing to a Restricted Subsidiary that is not a Guarantor or the Issuer is subordinated in right of payment to the Notes; *provided, further*, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Company or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien) shall be deemed, in each case, to be an incurrence of such Indebtedness (to the extent such Indebtedness is then outstanding) not permitted by this clause (7);

- (8) Indebtedness of a Restricted Subsidiary to the Company or another Restricted Subsidiary; *provided*, that if a Guarantor or the Issuer incurs such Indebtedness to a Restricted Subsidiary that is not a Guarantor or the Issuer, such Indebtedness is subordinated in right of payment to the Notes or the Guarantee of the Notes of such Guarantor, as applicable; *provided, further*, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to the Company or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien) shall be deemed, in each case, to be an incurrence of such Indebtedness (to the extent such Indebtedness is then outstanding) not permitted by this clause (8);
- (9) shares of Preferred Stock of a Restricted Subsidiary issued to the Company or another Restricted Subsidiary; *provided*, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of Preferred Stock (except to the Company or another of its Restricted Subsidiaries or any pledge of such Capital Stock constituting a Permitted Lien) shall be deemed in each case to be an issuance of such shares of Preferred Stock (to the extent such Preferred Stock is then outstanding) not permitted by this clause (9);
- (10) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes, in the good faith determination of the management of the Company);
- (11) obligations in respect of self-insurance and obligations in respect of performance, bid, appeal and surety bonds and performance and completion guarantees and similar obligations provided by the Company or any of its Restricted Subsidiaries or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case in the ordinary course of business or consistent with past practice;
- (12)
 - (a) Indebtedness or Disqualified Stock of the Company and Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary in an aggregate principal amount or liquidation preference (together with any Indebtedness incurred under clause (13) to refinance Indebtedness incurred under this clause (12)(a)) not to exceed (x) 100% of the net cash proceeds received by the Company since immediately after the Original Completion Date from the issue or sale of Equity Interests or Subordinated Shareholder Funding of the Company or cash contributed to the capital of the Company (in each case, other than Excluded Contributions and proceeds of Disqualified Stock, Designated Preferred Stock, the Equity Contribution or sales of Equity Interests or Subordinated Shareholder Funding to the Company or any of its Subsidiaries) as determined in accordance with clauses (3)(b) and (3)(c) of the first paragraph of “—*Limitation on Restricted Payments*” to the extent such net cash proceeds or cash have not been applied pursuant to such clauses to make Restricted Payments pursuant to the first paragraph of “—*Limitation on Restricted Payments*” or to make Permitted Investments specified in clauses (8), (11), (13) or (27) of the definition thereof, plus (y) the aggregate amount available to make Restricted Payments under clause (3) (other than clauses (3)(b) and (3)(c)) of the first paragraph of “—*Limitation on Restricted Payments*” and clause (11) of the fourth paragraph of “—*Limitation on Restricted Payments*,” and
 - (b) Indebtedness or Disqualified Stock of the Company and Indebtedness, Disqualified Stock or Preferred Stock of the Company or any Restricted Subsidiary in an aggregate principal amount or liquidation preference, which when aggregated with the principal amount and liquidation preference of all other Indebtedness, Disqualified Stock and Preferred Stock then outstanding and incurred pursuant to this clause (12)(b), does not at any time outstanding exceed the greater of (i) €175.0 million and (ii) 45.0% of the LTM EBITDA of the Company (in each case, determined on the date of such incurrence); it being understood that any Indebtedness, Disqualified Stock or Preferred Stock incurred pursuant to this clause (12)(b) shall cease to be deemed incurred or outstanding for purposes of this clause (12)(b) but shall be deemed incurred for the purposes of the first paragraph of this covenant from and after the first date on which the Company or such Restricted Subsidiary could have incurred such Indebtedness, Disqualified Stock or Preferred Stock under the first paragraph of this covenant without reliance on this clause (12)(b);
- (13) the incurrence or issuance by the Company or any Restricted Subsidiary of Indebtedness, Disqualified Stock or Preferred Stock which serves to extend, replace, refund, refinance, renew or defease any

Indebtedness (or unutilized commitment in respect of Indebtedness that could have otherwise been incurred in accordance with this covenant (other than this clause (13)), Disqualified Stock or Preferred Stock incurred or issued as permitted under the first paragraph of this covenant and clauses (2), (3), (4) and (12)(a) above, this clause (13) and clause (14) below or any Indebtedness, Disqualified Stock or Preferred Stock incurred or issued to so extend, replace, refund, refinance, renew or defease such Indebtedness (or unutilized commitment in respect of Indebtedness that could have otherwise been incurred in accordance with this covenant (other than this clause (13)), Disqualified Stock or Preferred Stock, including, in each case, additional Indebtedness, Disqualified Stock or Preferred Stock incurred to pay premia (including tender premia), defeasance costs, and accrued interest, fees and expenses in connection therewith and Indebtedness incurred pursuant to a commitment that refinances any Indebtedness or unutilized commitment for Indebtedness that could have otherwise been incurred in accordance with this covenant (other than this clause (13)) (the “*Refinancing Indebtedness*”) prior to its respective maturity; *provided*, that such Refinancing Indebtedness:

- (a) has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being extended, replaced, refunded, refinanced, renewed or defeased (or requires no or nominal payments in cash (other than interest payments) prior to the date that is 91 days after the maturity date of the 2028 Notes);
- (b) to the extent such Refinancing Indebtedness extends, replaces, refunds, refinances, renews or defeases (i) Indebtedness subordinated in right of payment to the Notes or any Guarantee thereof, such Refinancing Indebtedness is subordinated in right of payment to the Notes or the Guarantee thereof at least to the same extent as the Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased or (ii) Disqualified Stock or Preferred Stock, such Refinancing Indebtedness must be Disqualified Stock or Preferred Stock, respectively; and
- (c) shall not include:
 - (i) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Company that is not a Guarantor or the Issuer that refinances Indebtedness, Disqualified Stock or Preferred Stock of the Company or the Issuer;
 - (ii) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Company that is not a Guarantor or the Issuer that refinances Indebtedness, Disqualified Stock or Preferred Stock of a Guarantor or the Issuer; or
 - (iii) Indebtedness or Disqualified Stock of the Company or the Issuer or Indebtedness, Disqualified Stock or Preferred Stock of a Restricted Subsidiary, other than the Issuer, that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary;

and *provided, further*, that subclause (a) of this clause (13) will not apply to any extension, replacement, refunding, refinancing, renewal or defeasance of any First Lien Obligations;

- (14) (a) Indebtedness, Disqualified Stock or Preferred Stock of the Company or a Restricted Subsidiary incurred or issued to finance an acquisition (or other purchase of assets) or (b) Indebtedness, Disqualified Stock or Preferred Stock of Persons that are acquired by the Company or any Restricted Subsidiary or merged into or consolidated with the Company or a Restricted Subsidiary in accordance with the terms of the Indenture; *provided*, that in the case of clauses (a) and (b), after giving effect to such acquisition, merger, amalgamation or consolidation, (1) the aggregate amount of such Indebtedness, Disqualified Stock or Preferred Stock does not exceed the greater of (i) €80.0 million and (ii) 20.0% of the LTM EBITDA of the Company at any time outstanding or (2) either (x) the Company would be permitted to incur at least €1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Test set forth in the first paragraph of this covenant, or (y) the Fixed Charge Coverage Ratio for the Company and its Restricted Subsidiaries is equal to or greater than immediately prior to such acquisition, merger, amalgamation or consolidation;
- (15) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business;
- (16) Indebtedness of the Company or any of its Restricted Subsidiaries supported by a letter of credit issued pursuant to the Credit Facilities that is incurred pursuant to another clause in this paragraph or the first

paragraph of this covenant, in a principal amount not in excess of the stated amount of such letter of credit;

- (17) (a) any guarantee by the Company or a Restricted Subsidiary of Indebtedness or other obligations of any Restricted Subsidiary so long as the incurrence of such Indebtedness or other obligations by such Restricted Subsidiary is permitted under the terms of the Indenture, or
- (b) any guarantee by a Restricted Subsidiary of Indebtedness or other obligations of the Company; *provided*, that the incurrence of such Indebtedness or other obligations by the Company is permitted under the terms of the Indenture; and *provided, further*, that such guarantee is incurred in accordance with the covenant described below under “—*Limitation on Guarantees of Indebtedness by Restricted Subsidiaries and Additional Guarantees*;”
- (18) (a) Indebtedness consisting of Indebtedness issued by the Company or any of its Restricted Subsidiaries to future, present or former employees, directors, officers, managers and consultants thereof, their respective Controlled Investment Affiliates or Immediate Family Members, in each case to finance the purchase or redemption of Equity Interests of the Company or any Holding Company of the Company to the extent described in clause (4) of the fourth paragraph under “—*Limitation on Restricted Payments*;” and
- (b) Indebtedness representing deferred compensation or similar arrangements (i) to any future, present or former employees, directors, officers, managers, members, partners, independent contractors or consultants of the Company (or any direct or indirect parent thereof) or any of its Restricted Subsidiaries incurred in the ordinary course of business or consistent with past practice or (ii) incurred in connection with any Investment or acquisition (by merger, consolidation, amalgamation or otherwise);
- (19) to the extent constituting Indebtedness, customer deposits and advance payments (including progress premia) received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;
- (20) (a) Indebtedness owed on a short-term basis of no longer than 30 days to banks and other financial institutions incurred in the ordinary course of business of the Company and its Restricted Subsidiaries with such banks or financial institutions that arises in connection with ordinary banking arrangements to manage cash balances of the Company and its Restricted Subsidiaries and (b) Indebtedness in respect of Bank Products;
- (21) Indebtedness incurred by a Restricted Subsidiary in connection with bankers’ acceptances, discounted bills of exchange or the discounting or factoring of receivables or payables for credit management purposes, in each case incurred or undertaken consistent with past practice or in the ordinary course of business;
- (22) Indebtedness of the Company or any of its Restricted Subsidiaries consisting of (a) the financing of insurance premia or (b) take-or-pay obligations contained in supply arrangements, in each case incurred in the ordinary course of business;
- (23) the incurrence of Indebtedness of the Company or its Restricted Subsidiaries in an amount at any one time outstanding under this clause (23) under local lines, bilateral facilities or working capital facilities not to exceed, together with any other Indebtedness incurred under this clause (23) and then outstanding, not to exceed the greater of (i) €150.0 million and (ii) 40.0% of LTM EBITDA of the Company; it being understood that any Indebtedness deemed incurred pursuant to this clause (23) shall cease to be deemed incurred or outstanding for purposes of this clause (23) but shall be deemed incurred for the purposes of the first paragraph of this covenant from and after the first date on which the Company or such Restricted Subsidiaries could have incurred such Indebtedness under the first paragraph of this covenant without reliance on this clause (23);
- (24) Indebtedness of the Company or any of its Restricted Subsidiaries undertaken in connection with cash management and related activities with respect to any Subsidiary or joint venture in the ordinary course of business;
- (25) Indebtedness incurred by the Company or any of its Restricted Subsidiaries to the extent that the net proceeds thereof are deposited with the Trustee (or such other entity directed, designated or appointed by the Issuer and reasonably acceptable to the Trustee, acting for the Trustee for this purpose) at or

promptly after the funding of such Indebtedness to satisfy and discharge the Notes or exercise the Issuer's legal defeasance or covenant defeasance option as described under "*Legal Defeasance and Covenant Defeasance*," in each case, in accordance with the Indenture;

- (26) Indebtedness consisting of obligations of the Company or any of its Restricted Subsidiaries under deferred purchase price or other arrangements incurred by such Person in connection with any acquisition permitted under the Indenture or any other Investment permitted under the Indenture; and
- (27) Incurrence by the Company or any Restricted Subsidiary of guarantees of the Indebtedness of joint ventures in an amount not to exceed the greater of (i) €50.0 million and (ii) 15.0% of LTM EBITDA of the Company.

For purposes of determining compliance with this covenant:

- (1) in the event that an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) meets the criteria of more than one of the categories of permitted Indebtedness, Disqualified Stock or Preferred Stock described in clauses (1) through (27) above or is entitled to be incurred pursuant to the first paragraph of this covenant, the Company, in its sole discretion, may classify or, from time to time, reclassify such item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) and will only be required to include the amount and type of such Indebtedness, Disqualified Stock or Preferred Stock in one of the above clauses or under the first paragraph of this covenant;
- (2) the Company will be entitled to divide and classify an item of Indebtedness in more than one of the types of Indebtedness described in the first and second paragraphs above; and
- (3) for purposes of calculating the Fixed Charge Coverage Ratio, the Consolidated Secured Debt Ratio or the Consolidated Total Debt Ratio, as applicable, in connection with the Incurrence of any Indebtedness pursuant to the first or second paragraph above or the creation or incurrence of any Lien pursuant to the definition of "Permitted Liens," the Company may elect, at its option, to treat all or any portion of the committed amount of any Indebtedness (and the issuance and creation of letters of credit and bankers' acceptances thereunder) which is to be incurred (or any commitment in respect thereof) or secured by such Lien, as the case may be (any such committed amount elected until revoked as described below, the "*Reserved Indebtedness Amount*"), as being incurred as of such election date, and, if such Fixed Charge Coverage Ratio, Consolidated Secured Debt Ratio or Consolidated Total Debt Ratio, as applicable, is satisfied with respect thereto on such election date, any subsequent borrowing or reborrowing thereunder (and the issuance and creation of letters of credit and bankers' acceptances thereunder) will be deemed to be permitted under this covenant or the definition of "Permitted Liens," as applicable, whether or not the Fixed Charge Coverage Ratio, the Consolidated Secured Debt Ratio or the Consolidated Total Debt Ratio, as applicable, at the actual time of any subsequent borrowing or reborrowing (or issuance or creation of letters of credit or bankers' acceptances thereunder) is met; *provided* that for purposes of subsequent calculations of the Fixed Charge Coverage Ratio, the Consolidated Secured Debt Ratio or the Consolidated Total Debt Ratio, as applicable, the Reserved Indebtedness Amount shall be deemed to be outstanding, whether or not such amount is actually outstanding, for so long as such commitments are outstanding or until the Company revokes an election of a Reserved Indebtedness Amount.

Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount and the payment of interest or dividends in the form of additional Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, of the same class will not be deemed to be an incurrence of Indebtedness, Disqualified Stock or Preferred Stock for purposes of this covenant. If Indebtedness, Disqualified Stock or Preferred Stock originally incurred in reliance upon a percentage of LTM EBITDA under this covenant is being refinanced and such refinancing would cause the maximum amount of Indebtedness, Disqualified Stock or Preferred Stock thereunder to be exceeded at such time, then such refinancing will nevertheless be permitted thereunder and such additional Indebtedness, Disqualified Stock or Preferred Stock will be deemed to have been incurred under the applicable provision so long as the principal amount or liquidation preference of such refinancing Indebtedness, Disqualified Stock or Preferred Stock does not exceed the principal amount or liquidation preference of Indebtedness, Disqualified Stock or Preferred Stock being refinanced plus amounts permitted by the next sentence. Any Refinancing Indebtedness and any Indebtedness permitted to be incurred under the Indenture to refinance Indebtedness incurred pursuant to clauses (1), (12)(b) and (23) above shall be deemed to include additional Indebtedness incurred to pay premia (including reasonable tender premia), defeasance costs, fees and expenses in connection with such refinancing.

For the purposes of determining "LTM EBITDA" with respect to the second paragraph of this covenant and the last proviso of the first paragraph of this covenant, LTM EBITDA shall be measured on the most recent date on which new

commitments are obtained (in the case of revolving facilities) or the date upon which Indebtedness is incurred (in the case of term facilities).

For purposes of determining compliance with any euro-denominated restriction on the incurrence of Indebtedness, the Euro Equivalent principal amount of Indebtedness denominated in a currency other than euro shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; *provided*, that (1) if such Indebtedness is incurred to refinance other Indebtedness denominated in a currency other than euro, and such refinancing would cause the applicable euro-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such euro-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (a) the principal amount of such Indebtedness being refinanced plus (b) the aggregate amount of fees, underwriting discounts, premia (including tender premia), accrued and unpaid interest, defeasance costs and other costs and expenses (including original issue discount, upfront fees or similar fees) incurred in connection with such refinancing; (2) the Euro Equivalent of the principal amount of any Indebtedness denominated in a currency other than euro outstanding on the Original Completion Date shall be calculated based on the relevant currency exchange rate in effect on the Original Completion Date; and (3) if, for so long as and to the extent that any principal amount of Indebtedness denominated in a currency other than euro is subject to a Currency Agreement with respect to the currency in which such Indebtedness is denominated, the principal amount of such Indebtedness will be the euro amount of the principal payment required to be made under such Currency Agreement.

The principal amount of any Indebtedness incurred to refinance other Indebtedness, if denominated in a currency other than euro and/or if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing; *provided*, that if, for so long as and to the extent that any principal amount of Indebtedness denominated in a currency other than euro is subject to a Currency Agreement with respect to the currency in which such Indebtedness is denominated, the principal amount of such Indebtedness may be the euro amount of the principal payment required to be made under such Currency Agreement.

The Indenture provides that the Company will not, and will not permit the Issuer or any Guarantor to, directly or indirectly, incur any Indebtedness (including Acquired Indebtedness) that is contractually subordinated or junior in right of payment to any Indebtedness of the Company, the Issuer or such Guarantor, as the case may be, unless such Indebtedness is expressly subordinated in right of payment to the Notes or such Guarantor's Guarantee to the extent and in the same manner as such Indebtedness is subordinated to other Indebtedness of the Company, the Issuer or such Guarantor, as the case may be.

The Indenture does not treat (1) unsecured Indebtedness as subordinated or junior to Secured Indebtedness merely because it is unsecured or (2) Indebtedness as subordinated or junior to any other Indebtedness merely because it has a junior priority with respect to the same collateral or because it is secured by different collateral or guaranteed by other obligors.

Liens

The Company will not, and will not permit the Issuer or any Guarantor to, directly or indirectly, create, incur, assume or suffer to exist any Lien (except Permitted Liens) that secures Obligations under any Indebtedness or any related guarantee of Indebtedness (any such Lien, the "*Initial Lien*"), on any asset or property of the Company, the Issuer or any Guarantor, or any income or profits therefrom, or assign or convey any right to receive income therefrom, except, in the case of any asset or property that does not constitute Collateral, any Initial Lien if the Notes or the Guarantees are equally and ratably secured with (or on a senior basis to, in the case such Initial Lien secures any Subordinated Indebtedness) the obligations secured by such Initial Lien (*provided* that a Lien to secure Indebtedness pursuant to clauses (1) and (10) of the second paragraph of the "*—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*" covenant may have priority to the proceeds from the enforcement of the Collateral and certain distressed disposals not materially less favorable to the Holders than that accorded to the Senior Credit Facilities Agreement pursuant to the Intercreditor Agreement).

Any Lien created for the benefit of the Holders of the Notes pursuant to the exception relating to Initial Liens on asset or property that does not constitute Collateral in the preceding paragraph shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Initial Lien which release and discharge in the case of any sale of any such asset or property shall not affect any Lien that the Security Agent may have on the proceeds from such sale.

With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The "*Increased Amount*" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection

with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

Merger, Consolidation or Sale of All or Substantially All Assets

The Issuer

The Issuer will not consolidate with or merge with or into (whether or not the Issuer is the surviving Person), or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all its assets, in one or more related transactions, to, any Person, unless:

- (1) the resulting, surviving or transferee Person (the “*Successor Issuer*”) will be a Person organized and existing under the laws of any Member State of the European Union or the United States of America, any State of the United States or the District of Columbia, Canada or any province of Canada, Norway or Switzerland and the Successor Issuer (if not the Issuer) will expressly assume (a) by supplemental indenture, executed and delivered to the Trustee, all the obligations of the Issuer under the Notes and the Indenture and (b) all obligations of the Issuer under the Collateral Documents (including the Intercreditor Agreement and any Additional Intercreditor Agreement);
- (2) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the Successor Issuer or any Subsidiary of the Successor Issuer as a result of such transaction as having been incurred by the Successor Issuer or such Subsidiary at the time of such transaction), no Default or Event of Default shall have occurred and be continuing; and
- (3) the Issuer shall have delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel, each to the effect that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture and an Opinion of Counsel to the effect that such supplemental indenture (if any) has been duly authorized, executed and delivered and is a legal, valid and binding agreement enforceable against the Successor Issuer and that the Notes constitute legal, valid and binding obligations of the Successor Issuer, enforceable in accordance with their terms; *provided*, that in giving an Opinion of Counsel, counsel may rely on an Officer’s Certificate as to any matters of fact, including as to the satisfaction of clauses (1) and (2) above.

The Successor Issuer will succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Indenture and the Notes but in the case of a lease of all or substantially all its assets, the predecessor company will not be released from its obligations under the Indenture or the Notes.

Notwithstanding the preceding clauses (2) and (3) and the provisions described below under “—*The Company*” and “—*Subsidiary Guarantors*” (which do not apply to transactions referred to in this sentence), (a) any Restricted Subsidiary of the Company may consolidate or otherwise combine with, merge into or transfer all or part of its properties and assets to the Company or the Issuer and (b) any Restricted Subsidiary may consolidate or otherwise combine with, merge into or transfer all or part of its properties and assets to any other Restricted Subsidiary. Notwithstanding the preceding clauses (2) and (3) (which do not apply to the transactions referred to in this sentence), the Issuer may consolidate or otherwise combine with or merge into an Affiliate incorporated or organized for the purpose of changing the legal domicile of the Issuer, reincorporating the Issuer in another jurisdiction or changing the legal form of the Issuer.

The Company

The Company will not consolidate with or merge with or into (whether or not the Company is the surviving Person), or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all its assets, in one or more related transactions, to, any Person, unless:

- (1) the resulting, surviving or transferee Person (the “*Successor Company*”) will be a Person organized and existing under the laws of any Member State of the European Union or the United States of America, any State of the United States or the District of Columbia, Canada or any province of Canada, Norway or Switzerland and the Successor Company (if not the Company) will expressly assume (a) by supplemental indenture, executed and delivered to the Trustee, all the obligations of the Company under the Parent Guarantee and (b) all obligations of the Company under the Collateral Documents (including the Intercreditor Agreement and any Additional Intercreditor Agreement);

- (2) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the Successor Company or any Subsidiary of the Successor Company as a result of such transaction as having been incurred by the Successor Company or such Subsidiary at the time of such transaction), no Default or Event of Default shall have occurred and be continuing;
- (3) immediately after giving effect to such transaction, either (a) the Successor Company would be able to incur at least €1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Test set forth in the first paragraph of the covenant described under “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*,” or (b) the Fixed Charge Coverage Ratio of the Successor Company would not be lower than it was immediately prior to giving effect to such transaction; and
- (4) the Company or the Successor Company shall have delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel, each to the effect that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture and an Opinion of Counsel to the effect that such supplemental indenture (if any) has been duly authorized, executed and delivered and is a legal, valid and binding agreement enforceable against the Successor Company; *provided*, that in giving an Opinion of Counsel, counsel may rely on an Officer’s Certificate as to any matters of fact, including as to the satisfaction of clauses (1) to (3) above.

Any Indebtedness that becomes an obligation of the Company or any Restricted Subsidiary (or that is deemed to be incurred by any Restricted Subsidiary that becomes a Restricted Subsidiary) as a result of any such transaction undertaken in compliance with this covenant, and any Refinancing Indebtedness with respect thereto, shall be deemed to have been incurred in compliance with the covenant described under “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*.”

For purposes of this covenant, the sale, lease, conveyance, assignment, transfer, or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Company, which properties and assets, if held by the Company instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Company on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Company.

The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture but in the case of a lease of all or substantially all its assets, the predecessor company will not be released from its obligations under the Indenture or the Notes.

Notwithstanding the preceding clauses (2), (3) and (4), the provisions described above under “—*The Issuer*” and below under “—*Subsidiary Guarantors*” (which do not apply to transactions referred to in this sentence) and, other than with respect to the second preceding paragraph, clause (4) of the first paragraph of this covenant, (a) any Restricted Subsidiary of the Company may consolidate or otherwise combine with, merge into or transfer all or part of its properties and assets to the Company and (b) any Restricted Subsidiary may consolidate or otherwise combine with, merge into or transfer all or part of its properties and assets to any other Restricted Subsidiary. Notwithstanding the preceding clauses (2), (3) and (4) (which do not apply to the transactions referred to in this sentence), the Company may consolidate or otherwise combine with or merge into an Affiliate incorporated or organized for the purpose of changing the legal domicile of the Company, reincorporating the Company in another jurisdiction or changing the legal form of the Company.

The foregoing provisions (other than the requirements of clause (2) of the first paragraph of this covenant) will not apply to the creation of a new subsidiary as a Restricted Subsidiary of the Company.

Subsidiary Guarantors

No Subsidiary Guarantor may:

- (1) consolidate with or merge with or into any Person;
- (2) sell, convey, transfer or dispose of, all or substantially all its assets as an entirety or substantially as an entirety, in one transaction or a series of related transactions, to any Person; or
- (3) permit any Person to merge with or into such Subsidiary Guarantor,

unless

- (A) the other Person is the Company or any Restricted Subsidiary that is a Guarantor or the Issuer or becomes a Guarantor concurrently with the transaction; or
- (B)
 - (1) either (x) a Guarantor or the Issuer is the continuing Person or (y) the resulting, surviving or transferee Person expressly assumes all of the obligations of the Subsidiary Guarantor under its Guarantee and the Collateral Documents (including the Intercreditor Agreement and any Additional Intercreditor Agreement); and
 - (2) immediately after giving effect to the transaction, no Default has occurred and is continuing; or
- (C) the transaction constitutes a sale or other disposition (including by way of consolidation or merger) of the Guarantor or the sale or disposition of all or substantially all the assets of the Subsidiary Guarantor (in each case other than to the Company or a Restricted Subsidiary) otherwise permitted by the Indenture.

For purposes of this covenant, the sale, lease, conveyance, assignment, transfer, or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of a Subsidiary Guarantor, which properties and assets, if held by such Subsidiary Guarantor instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of such Subsidiary Guarantor on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of such Subsidiary Guarantor.

Notwithstanding the preceding clause (3)(B)(2) and the provisions described above under “—*The Issuer*” and “—*The Company*” (which do not apply to transactions referred to in this sentence), (a) any Restricted Subsidiary may consolidate or otherwise combine with, merge into or transfer all or part of its properties and assets to a Subsidiary Guarantor and (b) any Subsidiary Guarantor may consolidate or otherwise combine with, merge into or transfer all or part of its properties and assets to any other Subsidiary Guarantor, the Company or the Issuer. Notwithstanding the preceding clause (3)(B)(2) (which does not apply to the transactions referred to in this sentence), a Subsidiary Guarantor may consolidate or otherwise combine with or merge into an Affiliate incorporated or organized for the purpose of changing the legal domicile of the Subsidiary Guarantor, reincorporating the Subsidiary Guarantor in another jurisdiction or changing the legal form of the Subsidiary Guarantor.

There is no precise established definition of the phrase “substantially all” under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve “all or substantially all” of the property or assets of a Person.

Transactions with Affiliates

The Company will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Company (each of the foregoing, an “*Affiliate Transaction*”) involving aggregate payments or consideration in excess of €20.0 million, unless:

- (1) such Affiliate Transaction is on terms that are not materially less favorable to the Company or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person on an arm’s-length basis; or, if in the good faith judgment of the Company, no comparable transaction is available with which to compare such Affiliate Transaction, such Affiliate Transaction is otherwise fair to the Company or such Restricted Subsidiary from a financial point of view and when such transaction is taken in its entirety; and
- (2) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate payments or consideration in excess of €50.0 million, the terms of such transaction have been approved by a majority of the members of the board of directors of the Company.

Any Affiliate Transaction shall be deemed to have satisfied the requirements set forth in clause (2) of the foregoing paragraph if such Affiliate Transaction is approved by a majority of the Disinterested Directors of the Company, if any.

The foregoing provisions will not apply to the following:

- (1) transactions between or among the Company or any of its Restricted Subsidiaries;

- (2) Restricted Payments permitted by the provisions of the Indenture described above under the covenant “—*Limitation on Restricted Payments*” (other than pursuant to clauses (13) and (15)(h) of the fourth paragraph of such covenant) and the definition of “Permitted Investments;”
- (3) the payment of management, consulting, monitoring, transaction, advisory and other fees, indemnities and expenses pursuant to any Support and Services Agreement (plus any unpaid management, consulting, monitoring, transaction, advisory and other fees, indemnities and expenses accrued in any prior year) and any termination fees (including any such cash lump sum or present value fee upon the consummation of a corporate event, including an initial public equity offering) pursuant to any Support and Services Agreement, or any amendment thereto or replacement thereof so long as any such amendment or replacement is not materially disadvantageous in the good faith judgment of the board of directors of the Company to the Holders when taken as a whole, as compared to any Support and Services Agreement as in effect immediately prior to such amendment or replacement;
- (4) (A) employment agreements, employee benefit and incentive compensation plans and arrangements and (B) the payment of reasonable and customary fees and compensation paid to, and indemnities and reimbursements and employment and severance arrangements provided on behalf of or for the benefit of, current or former employees, directors, officers, managers or consultants of the Company, any of its Holding Companies or any of its Restricted Subsidiaries;
- (5) transactions in which the Company or any of its Restricted Subsidiaries, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Company or such Restricted Subsidiary from a financial point of view or stating that the terms are not materially less favorable, when taken as a whole, to the Company or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person on an arm’s-length basis;
- (6) any agreement or arrangement as in effect as of the 2028 Notes Original Issue Date, or any amendment thereto (so long as any such amendment is not disadvantageous in any material respect in the good faith judgment of the Company to the Holders when taken as a whole as compared to the applicable agreement as in effect on the 2028 Notes Original Issue Date);
- (7) any Intercompany License Agreements;
- (8) the existence of, or the performance by the Company or any of its Restricted Subsidiaries of its obligations under the terms of, any shareholders, investor rights or similar agreement (including any registration rights agreement or purchase agreement related thereto) to which it (or any parent company of the Company) is a party as of the 2028 Notes Original Issue Date and any similar agreements which it (or any parent company of the Company) may enter into thereafter; *provided*, that the existence of, or the performance by the Company or any of its Restricted Subsidiaries (or such parent company) of obligations under any future amendment to any such existing agreement or under any similar agreement entered into after the 2028 Notes Original Issue Date shall only be permitted by this clause (8) to the extent that the terms of any such amendment or new agreement are not otherwise disadvantageous in any material respect in the good faith judgment of the Company to the Holders when taken as a whole;
- (9) the 2028 Transactions and the payment of all fees and expenses related to the Original Transactions, the 2025 Transactions, the 2027 Transactions and the 2028 Transactions, including Transaction Expenses, including the disposition of certain real assets, or payments made by the Company or any Restricted Subsidiary in lieu thereof, as agreed under the Original Acquisition Agreement, which would constitute an Affiliate Transaction;
- (10) transactions with customers, clients, suppliers, contractors, joint venture partners or purchasers or sellers of goods or services or providers of employees or other labor that are Affiliates, in each case in the ordinary course of business or that are consistent with past practice and otherwise in compliance with the terms of the Indenture which are fair to the Company and its Restricted Subsidiaries, in the reasonable determination of the Company, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;
- (11) the issuance or transfer of (a) Equity Interests (other than Disqualified Stock) or Subordinated Shareholder Funding of the Company to any Holding Company of the Company or to any Permitted Holder or to any employee, director, officer, manager or consultant (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Company, any of its Holding Companies or

any of its Restricted Subsidiaries and (b) directors' qualifying shares and shares issued to foreign nationals as required by applicable law;

- (12) sales of accounts receivable, or participations therein, or Securitization Assets or related assets in connection with any Qualified Securitization Facility;
- (13) payments by the Company or any of its Restricted Subsidiaries to any of the Investors made for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including, without limitation, in connection with acquisitions or divestitures which payments are approved by the Company in good faith;
- (14) payments and Indebtedness and Disqualified Stock (and cancellation of any thereof) of the Company and its Restricted Subsidiaries and Preferred Stock (and cancellation of any thereof) of any Restricted Subsidiary to any future, current or former employee, director, officer, manager or consultant (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Company, any of its Subsidiaries or any of its Holding Companies pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement that are, in each case, approved by the Company in good faith; and any employment agreements, stock option plans and other compensatory arrangements (and any successor plans thereto) and any supplemental executive retirement benefit plans or arrangements with any such employees, directors, officers, managers or consultants (or their respective Controlled Investment Affiliates or Immediate Family Members) that are, in each case, approved by the Company in good faith;
- (15) (i) investments by Permitted Holders in securities or loans of the Company or any of its Restricted Subsidiaries (and payment of reasonable out-of-pocket expenses incurred by such Permitted Holders in connection therewith) so long as the investment is being offered by the Company or such Restricted Subsidiary generally to other investors on the same or more favorable terms and (ii) payments to Permitted Holders in respect of securities or loans of the Company or any of its Restricted Subsidiaries contemplated in the foregoing subclause (i) or that were acquired from Persons other than the Company and its Restricted Subsidiaries, in each case, in accordance with the terms of such securities or loans;
- (16) payments to or from, and transactions with, any joint venture in the ordinary course of business or consistent with past practice (including, without limitation, any cash management activities related thereto);
- (17) payments by the Company (and any Holding Company thereof) and its Subsidiaries pursuant to Tax Sharing Agreements among the Company (and any such Holding Company) and its Subsidiaries, to the extent such payments are permitted under clause (15)(b) of the fourth paragraph under the covenant "*Limitation on Restricted Payments*;"
- (18) any lease entered into between the Company or any Restricted Subsidiary, as lessee, and any Affiliate of the Company, as lessor, which is approved by the Company in good faith;
- (19) intellectual property licenses and research and development agreements in the ordinary course of business;
- (20) the pledge of Equity Interests of any Unrestricted Subsidiary to lenders to support the Indebtedness of such Unrestricted Subsidiary owed to such lenders;
- (21) Permitted Intercompany Activities and related transactions; and
- (22) any transaction with a joint venture or similar entity or an Unrestricted Subsidiary which would constitute an Affiliate Transaction solely because the Company or its Restricted Subsidiary owns an equity interest in or otherwise controls such joint venture or similar entity or such Unrestricted Subsidiary.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

The Company will not, and will not permit any of its Restricted Subsidiaries that is not the Issuer or a Guarantor to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any such Restricted Subsidiary to:

- (1)

- (a) pay dividends or make any other distributions to the Issuer, the Company or any of its Restricted Subsidiaries that is a Guarantor on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits, or
- (b) pay any Indebtedness owed to the Issuer, the Company or any of its Restricted Subsidiaries that is a Guarantor;
- (2) make loans or advances to the Issuer, the Company or any of its Restricted Subsidiaries that is a Guarantor; or
- (3) sell, lease or transfer any of its properties or assets to the Issuer, the Company or any of its Restricted Subsidiaries that is a Guarantor,

except (in each case) for such encumbrances or restrictions existing under or by reason of:

- (a) contractual encumbrances or restrictions in effect on the 2028 Notes Original Issue Date, including pursuant to the Senior Credit Facilities and the related documentation and Hedging Obligations and the related documentation;
- (b) the Indenture, the 2019 Indenture, the Notes and the Guarantees thereof, the 2027 Notes and the Guarantees thereof, the 2028 Notes and the Guarantees thereof, the Proceeds Loan, the 2028 Notes Proceeds Loan and the 2027 Notes Proceeds Loan;
- (c) Purchase Money Obligations for property acquired in the ordinary course of business and Capitalized Lease Obligations that impose restrictions of the nature discussed in clause (3) above on the property so acquired;
- (d) applicable law or any applicable rule, regulation or order;
- (e) (i) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger, amalgamation or consolidation of an Unrestricted Subsidiary into the Company or a Restricted Subsidiary or the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to the Company or a Restricted Subsidiary, any agreement or other instrument of such Unrestricted Subsidiary (but, in any such case, not created in contemplation thereof) and (ii) any agreement or other instrument of a Person acquired by or merged or consolidated with or into the Company or any of its Restricted Subsidiaries in existence at the time of such acquisition or at the time it merges with or into the Company or any of its Restricted Subsidiaries or assumed in connection with the acquisition of assets from such Person (but, in any such case, not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person so acquired and its Subsidiaries, or the property or assets of the Person so acquired and its Subsidiaries or the property or assets so acquired;
- (f) contracts for the sale of assets, including customary restrictions with respect to a Subsidiary of the Company pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock or assets of such Subsidiary;
- (g) Secured Indebtedness otherwise permitted to be incurred pursuant to the covenants described under “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*” and “—*Liens*” that limits the right of the debtor to dispose of the assets securing such Indebtedness;
- (h) restrictions on cash or other deposits or net worth imposed by suppliers, customers or landlords under contracts entered into in the ordinary course of business or arising in connection with any Permitted Liens;
- (i) other Indebtedness, Disqualified Stock or Preferred Stock of Restricted Subsidiaries that are not Guarantors permitted to be incurred subsequent to the Original Issue Date pursuant to the provisions of the covenant described under “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*”;
- (j) customary provisions in joint venture agreements and other similar agreements or arrangements relating to such joint venture;

- (k) customary provisions contained in leases, sub-leases, licenses, sub-licenses or similar agreements, including with respect to intellectual property and other agreements, in each case, entered into in the ordinary course of business or consistent with industry practices;
- (l) restrictions or conditions contained in any trading, netting, operating, construction, service, supply, purchase, sale or other agreement to which the Company or any of its Restricted Subsidiaries is a party entered into in the ordinary course of business; *provided*, that such agreement prohibits the encumbrance of solely the property or assets of the Company or such Restricted Subsidiary that are the subject to such agreement, the payment rights arising thereunder or the proceeds thereof and does not extend to any other asset or property of the Company or such Restricted Subsidiary or the assets or property of another Restricted Subsidiary;
- (m) customary provisions restricting subletting or assignment of any lease governing a leasehold interest of any Restricted Subsidiary;
- (n) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;
- (o) restrictions arising in connection with cash or other deposits permitted under the covenant “—*Liens*,”
- (p) any agreement or instrument (A) relating to any Indebtedness, Disqualified Stock or Preferred Stock permitted to be incurred or issued subsequent to the Original Issue Date pursuant to the covenant described under “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*” if the encumbrances and restrictions are not materially more disadvantageous, taken as a whole, to the Holders than is customary in comparable financings for similarly situated issuers (as determined in good faith by the Company) or is otherwise in effect on the Original Issue Date and (B) either (x) the Company determines that such encumbrance or restriction will not adversely affect the Issuer’s ability to make principal and interest payments on the Notes as and when they come due or (y) such encumbrances and restrictions apply only during the continuance of a default in respect of a payment or financial maintenance covenant relating to such Indebtedness;
- (q) any encumbrances or restrictions of the type referred to in clauses (1), (2) and (3) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (p) above; *provided*, that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Company, not materially more restrictive with respect to such encumbrance and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing; and
- (r) restrictions created in connection with any Qualified Securitization Facility that in the good faith determination of the Company are necessary or advisable to effect such Qualified Securitization Facility.

Limitation on Guarantees of Indebtedness by Restricted Subsidiaries and Additional Guarantees

The Company will not cause or permit any of its Restricted Subsidiaries that are not Guarantors or the Issuer, directly or indirectly, to guarantee any Indebtedness under the Senior Credit Facilities Agreement (or other Indebtedness that is incurred under clause (1) of the second paragraph of the covenant described under “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*”) or Public Debt and any refinancing thereof, in whole or in part unless, in each case, such Restricted Subsidiary becomes a Guarantor on the date on which such other guarantee is incurred and, if applicable, executes and delivers to the Trustee a supplemental indenture in the form attached to the Indenture pursuant to which such Restricted Subsidiary will provide a Guarantee, which Guarantee will be senior to or *pari passu* with such Restricted Subsidiary’s Guarantee of such other Indebtedness.

A Restricted Subsidiary that is not a Guarantor may become a Guarantor if it executes and delivers to the Trustee a supplemental indenture in the form attached to the Indenture pursuant to which such Restricted Subsidiary will provide a Guarantee.

Following the provision of any additional Guarantees as described above, subject to the Intercreditor Agreement and any Additional Intercreditor Agreement (if such security is being granted in respect of the other Indebtedness), and subject to the Agreed Security Principles, any such Guarantor will provide security over certain of its material assets (excluding any assets of such Guarantor which are subject to a Permitted Lien at the time of the execution of such supplemental indenture if providing such security interest would not be permitted by the terms of such Permitted Lien or by the terms of any obligations secured by such Permitted Lien) to secure its Guarantee on a basis consistent with the Collateral.

Each additional Guarantee will be limited as necessary to recognize certain defenses generally available to guarantors (including those that relate to fraudulent conveyance or transfer, voidable preference, financial assistance, corporate purpose, thin capitalization, distributable reserves, capital maintenance or similar laws, regulations or defenses affecting the rights of creditors generally) or other considerations under applicable law.

Notwithstanding the foregoing, the Company shall not be obligated to cause such Restricted Subsidiary to Guarantee the Notes to the extent and for so long as the incurrence of such Guarantee could reasonably be expected to give rise to or result in: (1) any violation of applicable law or regulation; (2) any liability for the officers, directors or (except in the case of a Restricted Subsidiary that is a partnership) shareholders of such Restricted Subsidiary (or, in the case of a Restricted Subsidiary that is a partnership, directors or shareholders of the partners of such partnership); (3) any cost, expense, liability or obligation (including with respect to any taxes) other than reasonable out-of-pocket expenses and other than reasonable expenses incurred in connection with any governmental or regulatory filings required as a result of, or any measures pursuant to clause (1) of this paragraph undertaken in connection with, such Guarantee, which in any case under any of clauses (1), (2) and (3) of this paragraph cannot be avoided through measures reasonably available to the Company or a Restricted Subsidiary; or (4) an inconsistency with the Intercreditor Agreement.

Impairment of Security Interest

The Company shall not, and shall not permit any Restricted Subsidiary to, take or omit to take any action that would have the result of materially impairing the security interest with respect to the Collateral (it being understood that the incurrence of Permitted Liens on the Collateral shall under no circumstances be deemed to materially impair the security interest with respect to the Collateral) for the benefit of the Trustee and the Holders, and the Company shall not, and shall not permit any Restricted Subsidiary to, grant to any Person other than the Security Agent, for the benefit of the Trustee and the Holders and the other beneficiaries described in the Collateral Documents, any Lien over any of the Collateral that is prohibited by the covenant entitled “—*Liens*,” *provided*, that the Company and its Restricted Subsidiaries may incur any Lien over any of the Collateral that is not prohibited by the covenant entitled “—*Liens*,” including Permitted Liens, and the Collateral may be discharged, transferred or released in any circumstances not prohibited by the Indenture, the 2019 Indenture, the Intercreditor Agreement or the other applicable Collateral Documents.

Notwithstanding the above, nothing in this covenant shall restrict the discharge and release of any Lien in accordance with the Indenture, the Collateral Documents, and the Intercreditor Agreement or any Additional Intercreditor Agreement. Subject to the foregoing, the Collateral Documents may be amended, extended, renewed, restated, supplemented or otherwise modified or released (followed by a substantially concurrent retaking of a Lien of at least equivalent ranking over the same assets) to (i) cure any ambiguity, omission, defect or inconsistency therein; (ii) provide for Permitted Liens; (iii) add to the Collateral; or (iv) make any other change thereto that does not adversely affect the Holders in any material respect; *provided, however*, that (except where permitted by the Indenture and the Intercreditor Agreement or any Additional Intercreditor Agreement or to effect or facilitate the creation of Permitted Liens incurred in accordance with the Indenture), no Collateral Document may be amended, extended, renewed, restated, or otherwise modified or released (followed by a substantially concurrent retaking of a Lien of at least equivalent ranking over the same assets), unless contemporaneously with such amendment, extension, renewal, restatement, or modification or release (followed by a substantially concurrent retaking of a Lien of at least equivalent ranking over the same assets), the Company delivers to the Security Agent and the Trustee, either (1) a solvency opinion from an Independent Financial Advisor which confirms the solvency of the Company and its Subsidiaries, taken as a whole, after giving effect to any transactions related to such amendment, extension, renewal, restatement, modification or release (followed by a substantially concurrent retaking of a Lien of at least equivalent ranking over the same assets), (2) a certificate from the chief financial officer or the board of directors of the relevant Person which confirms the solvency of the Person granting the security interest after giving effect to any transactions related to such amendment, extension, renewal, restatement, modification or replacement, or (3) an Opinion of Counsel (subject to any qualifications customary for this type of Opinion of Counsel) confirming that, after giving effect to any transactions related to such amendment, extension, renewal, restatement, modification or replacement (followed by a substantially concurrent retaking of a Lien of at least equivalent ranking over the same assets), the Lien or Liens created under the Collateral Document, so amended, extended, renewed, restated, modified or released and replaced are valid and perfected Liens not otherwise subject to any limitation, imperfection or new hardening period, in equity or at law, that such Lien or Liens were not otherwise subject to immediately prior to such amendment, extension, renewal, restatement, modification or replacement and to which the new Indebtedness secured by the Permitted Lien is not subject.

In the event that the Company and its Restricted Subsidiaries comply with the requirements of this covenant, the Trustee and the Security Agent shall (subject to customary protections and indemnifications) consent to such actions without the need for instructions from the Holders.

Reports and Other Information

For so long as any Notes are outstanding, the Company will provide to the Trustee the following reports:

- (1) within 120 days after the end of the Company's fiscal year, annual reports containing, to the extent applicable, the following information: (a) audited consolidated balance sheets of the Company or its predecessor as of the end of the two most recent fiscal years and audited consolidated income statements and statements of cash flow of the Company or its predecessor for the two most recent fiscal years, including complete footnotes to such financial statements and the report of the independent auditors on the financial statements; (b) unaudited pro forma income statement information and balance sheet information of the Company (which, for the avoidance of doubt, shall not include the provision of a full income statement or balance sheet to the extent not reasonably available), together with explanatory footnotes, for any material acquisitions, dispositions or recapitalizations that have occurred since the beginning of the most recently completed fiscal year; (c) an operating and financial review of the audited financial statements, including a discussion of the results of operations, financial condition, and liquidity and capital resources of the Company, and a discussion of material commitments and contingencies and critical accounting policies; (d) a description of the business, management and shareholders of the Company, all material affiliate transactions and a description of all material contractual arrangements, including material debt instruments; and (e) a summary description of material risk factors and material recent developments;
- (2) within 60 days (except as provided below in relation to any Semi Annual Report) following the end of the first three fiscal quarters in each fiscal year of the Company, all quarterly reports of the Company containing the following information: (a) an unaudited condensed consolidated balance sheet as of the end of such quarter and unaudited condensed statements of income and cash flow for the most recent year to date period ending on the unaudited condensed balance sheet date, and the comparable prior year period, together with condensed footnote disclosure; (b) unaudited pro forma income statement information and balance sheet information of the Company (which, for the avoidance of doubt, shall not include the provision of a full income statement or balance sheet to the extent not reasonably available), together with explanatory footnotes, for any material acquisitions, dispositions or recapitalizations that have occurred since the beginning of the relevant quarter; (c) an operating and financial review of the unaudited financial statements, including a discussion of the results of operations, financial condition, EBITDA or Adjusted EBITDA and material changes in liquidity and capital resources of the Company, and a discussion of material changes not in the ordinary course of business in commitments and contingencies since the most recent report; and (d) material recent developments; *provided* that the report provided by the Company following the completion of the second quarter of each year (the "*Semi-Annual Report*") shall include in addition a description of any material changes to material contractual arrangements, including material debt instruments and to material Affiliate Transactions; and *provided further* that such Semi-Annual Report need not be provided by the Company until 75 days after the end of the second quarter of each year; and
- (3) promptly after the occurrence of any material acquisition, disposition or restructuring or any senior executive officer changes at the Company or change in auditors of the Company or any other material event that the Company or any of its Restricted Subsidiaries announces publicly, a report containing a description of such event.

All financial statement and pro forma financial information shall be prepared in accordance with IFRS as in effect on the date of such report or financial statement (or otherwise on the basis of IFRS as then in effect) and on a consistent basis for the periods presented; *provided, however*, that the reports set forth in clauses (1), (2) and (3) above may, (x) in the event of a change in applicable IFRS, present earlier periods on a basis that applied to such periods and (y) to the extent comparable prior period financial information of the Company does not exist, the comparable prior period financial information of Cirsa may be provided in lieu thereof. At the Company's election, any such report may also include financial statements of Cirsa in lieu of those for the Company; *provided*, that if the financial statements of Cirsa are included in such report, a reasonably detailed description of material differences between the financial statements of the Company, on one hand, and Cirsa, on the other, shall be included for any period after the 2028 Notes Original Issue Date. Following an Initial Public Offering of the Capital Stock of an IPO Entity or the listing of such Capital Stock on a recognized European or U.S. stock exchange, the requirements of clauses (1), (2) and (3) above shall be considered to have been fulfilled if the IPO Entity complies with the reporting requirements of such stock exchange. Except as provided for in this covenant, no report need include separate financial statements for any Subsidiaries of the Company.

At any time that any of the Company's Subsidiaries are Unrestricted Subsidiaries and any such Unrestricted Subsidiary or group of Unrestricted Subsidiaries, if taken together as one Subsidiary, constitutes a Significant Subsidiary of the Company, then the annual and quarterly financial information required by clauses (1) and (2) of the first paragraph of this covenant shall include either (i) a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company or (ii) stand-alone audited or unaudited financial statements, as the case may be, of such Unrestricted Subsidiary or Unrestricted Subsidiaries (as a group or otherwise) together with an unaudited reconciliation to the financial information of the Company and its Subsidiaries, which reconciliation shall include the following items: revenues, EBITDA or Adjusted EBITDA, net income, cash, total assets, total debt, shareholders equity, capital expenditures and interest expense.

Substantially concurrently with the issuance to the Trustee of the reports specified in clauses (1), (2) and (3) of the first paragraph of this covenant, the Company shall also (a) use its commercially reasonable efforts (i) to post copies of such reports on such website as may be then maintained by the Company and its Subsidiaries or (ii) otherwise to provide substantially comparable availability of such reports (as determined by the Company in good faith) or (b) to the extent the Company determines in good faith that it cannot make such reports available in the manner described in the preceding clause (a) owing to applicable law or after the use of its commercially reasonable efforts, furnish such reports to the Holders and, upon request, prospective purchasers of the Notes. The Company will also make available copies of all reports required by clauses (1), (2) and (3) of the first paragraph of this covenant, if and so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and the rules of the Exchange so require, at the offices of the Paying Agent or, to the extent and in the manner permitted by such rules, post such reports on the official website of the Exchange.

In addition, so long as the Notes remain outstanding and during any period during which the Company is not subject to Section 13 or 15(d) of the Exchange Act nor exempt therefrom pursuant to Rule 12g3-2(b), the Company shall furnish to the Holders and, upon their request, prospective purchasers of the Notes, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Notwithstanding anything herein to the contrary, the Company will not be deemed to have failed to comply with any of its obligations hereunder for purposes of clause (3) under “—*Events of Default and Remedies*” until 120 days after the receipt of the written notice delivered thereunder.

To the extent any information is not provided within the time periods specified in this section “—*Reports and Other Information*” and such information is subsequently *provided*, the Company will be deemed to have satisfied its obligations with respect thereto at such time and any Default with respect thereto shall be deemed to have been cured.

Delivery of such reports, information and documents to the Trustee shall be for informational purposes only, and the Trustee's receipt of such reports, information and documents shall not constitute constructive notice of any information contained therein, including the Company's and the Issuer's compliance with any of the covenants hereunder (as to which the Trustee is entitled to rely exclusively on an Officer's Certificate).

Further Assurances

The Company, the Issuer and the Guarantors shall, subject to the Agreed Security Principles, execute any and all further documents, financing statements, agreements and instruments, and take all further action that may be required under applicable law, in order to grant, preserve, protect and perfect the validity and priority of the security interests created or intended to be created by the Collateral Documents in the Collateral. In addition, from time to time, the Company, the Issuer and each Guarantor will, subject to the Agreed Security Principles, reasonably promptly secure the obligations under the Indenture and the Collateral Documents by pledging or creating, or causing to be pledged or created, perfected security interests with respect to the Collateral. Such security interests and Liens will be created under the Collateral Documents and other security agreements, mortgages, deeds of trust and other instruments and documents in form reasonably satisfactory to the Trustee.

Limitation on Lines of Business

The Company will not, and will not permit any of its Restricted Subsidiaries to, engage in any business other than a Permitted Business, except to such extent as would not be material to the Company and its Restricted Subsidiaries taken as a whole.

Maintenance of Listing

The Issuer will use its commercially reasonable efforts to obtain and maintain the listing of the Notes on the Exchange for so long as such Notes are outstanding; *provided* that if the Issuer is unable to obtain admission to listing of the Notes on the Official List of the Exchange or if at any time the Issuer determines that it will not maintain such listing,

it will use its commercially reasonable efforts to obtain and maintain a listing of such Notes on another recognized stock exchange.

Events of Default and Remedies

The Indenture provides that each of the following is an “Event of Default”:

- (1) default in payment when due and payable, upon redemption, acceleration or otherwise, of principal of, or premium, if any, on any series of Notes;
- (2) default for 30 days or more in the payment when due of interest on or with respect to any series of Notes;
- (3) failure by the Company, the Issuer or any Guarantor for 60 days after receipt of written notice given by the Trustee or by the Holders of at least 30% in aggregate principal amount of all the then outstanding Notes to comply with any of its obligations, covenants or agreements (other than a default referred to in clause (1) or (2) above) contained in the Indenture or the Notes;
- (4) default under any mortgage, indenture or instrument under which there is issued or by which there is secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries or the payment of which is guaranteed by the Company or any of its Restricted Subsidiaries, other than Indebtedness owed to the Company or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists or is created after the issuance of the Notes, if both:
 - (a) such default either results from the failure to pay any principal of such Indebtedness at its stated final maturity (after giving effect to any applicable grace periods) or relates to an obligation other than the obligation to pay principal of any such Indebtedness at its stated final maturity and results in such Indebtedness becoming due prior to its stated maturity; and
 - (b) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at stated final maturity (after giving effect to any applicable grace periods), or the maturity of which has been so accelerated, aggregate €100.0 million or more outstanding;
- (5) failure by the Company, the Issuer or any Significant Subsidiary (or any group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements of the Company for a fiscal quarter end required to be provided under “—*Certain Covenants—Reports and Other Information*”) would constitute a Significant Subsidiary) to pay final judgments aggregating in excess of €100.0 million (net of amounts covered by insurance policies issued by reputable insurance companies), which final judgments remain unpaid, undischarged and unstayed for a period of more than 60 days after such judgment becomes final and due, and in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;
- (6) certain events of bankruptcy or insolvency with respect to the Company, the Issuer or any Significant Subsidiary (or any group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements of the Company required to be provided under “—*Certain Covenants—Reports and Other Information*”) would constitute a Significant Subsidiary);
- (7) the Guarantee of the Company or any Significant Subsidiary (or any group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements of the Company for a fiscal quarter end required to be provided under “—*Certain Covenants—Reports and Other Information*”) would constitute a Significant Subsidiary) shall for any reason cease to be in full force and effect or be declared null and void or any responsible officer of the Company or any Guarantor that is a Significant Subsidiary (or the responsible officers of any group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements of the Company for such fiscal quarter end) would constitute a Significant Subsidiary), as the case may be, denies in writing that it has any further liability under its Guarantee or gives written notice to such effect, other than by reason of the termination of the Indenture or the release of any such Guarantee in accordance with the Indenture; and
- (8) any of the Collateral Documents ceases to be in full force and effect, or any of the Collateral Documents ceases to give the Holders of the Notes the Liens purported to be created thereby, or any of the Collateral Documents is declared null and void or the Company or any Restricted Subsidiary denies in writing that it has any further liability under any Collateral Document or gives written notice to such effect (in each

case, other than in accordance with the terms of the Indenture or the terms of the Collateral Documents); *provided*, that, in each case, such action or event occurs in relation to any Collateral having market value of greater than €50.0 million, and further that if a failure of the sort described in this clause (8) is susceptible of cure, no Event of Default shall arise under this clause (8) with respect thereto until 30 days after notice of such failure shall have been given to the Company by the Trustee or the Holders of at least 30% in aggregate principal amount of all the then outstanding Notes.

However, a default under clauses (3), (4) or (5) of this paragraph will not constitute an Event of Default until the Trustee or the Holders of at least 30% in aggregate principal amount of all the then outstanding Notes notify the Issuer (and the Trustee if given by the Holders) in writing of the default and, with respect to clauses (3), (4) and (5), the Issuer does not cure such default (or arrange for such Default to be cured) within the time specified in clauses (3), (4) or (5), as applicable, of this paragraph after receipt of such notice.

If any Event of Default (other than of a type specified in clause (6) of the first paragraph of this section) occurs and is continuing under the Indenture, the Trustee or the Holders of at least 30% in aggregate principal amount of all the then outstanding Notes may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes to be due and payable immediately.

Upon the effectiveness of such declaration, such principal of and premium, if any, and interest will be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising under clause (6) of the first paragraph of this section, all outstanding Notes will become due and payable without further action or notice. The Indenture provides that the Trustee may withhold from the Holders notice of any continuing Default, except a Default relating to the payment of principal, premium, if any, or interest, if it determines that withholding notice is in their interest.

The Indenture provides that the Holders of a majority in aggregate principal amount of all the then outstanding Notes by written notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default and its consequences under the Indenture or the Collateral Documents and rescind any acceleration with respect to the Notes and its consequences (except if such rescission would conflict with any judgment of a court of competent jurisdiction and except a continuing Default in the payment of interest on, premium, if any, or the principal of any Note held by a non-consenting Holder). In the event of any Event of Default specified in clause (4) of the first paragraph of this section, such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of acceleration of the Notes) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders, if within 30 days after such Event of Default arose:

- (1) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged;
- (2) the requisite number of Holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or
- (3) the default that is the basis for such Event of Default has been cured.

In case an Event of Default occurs and is continuing, of which a responsible officer of the Trustee has received written notice, the Trustee will be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the Holders of the Notes unless the Holders have offered to (and if requested, provided) the Trustee indemnity and/or security satisfactory to the Trustee against any loss, liability or expense (which includes the expense of the Trustee's legal counsel). Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no Holder of a Note may pursue any remedy with respect to the Indenture or the Notes unless, subject to the provisions of the Intercreditor Agreement:

- (1) such Holder has previously given the Trustee written notice that an Event of Default is continuing;
- (2) Holders of at least 30% in aggregate principal amount of all the then outstanding Notes have requested in writing the Trustee to pursue the remedy;
- (3) Holders of the Notes have offered the Trustee security and/or indemnity satisfactory to it against any loss, liability or expense (which includes the expense of the Trustee's legal counsel);
- (4) the Trustee has not complied with such request within 60 days after the receipt thereof and the offer of indemnity and/or security; and
- (5) Holders of a majority in principal amount of all the then outstanding Notes have not given the Trustee a written direction inconsistent with such written request within such 60-day period.

Subject to certain restrictions, the Holders of a majority in principal amount of all the then outstanding Notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder of a Note or that would involve the Trustee in personal liability.

The Indenture provides that the Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required, within 20 Business Days, upon becoming aware of any Default, to deliver to the Trustee a statement specifying such Default and any steps taken to remedy such Default.

In addition to acceleration of maturity of the Notes, if an Event of Default occurs and is continuing, the Trustee or the Security Agent, as applicable, subject to the provisions contained in the Intercreditor Agreement, will have the right to exercise remedies with respect to the Collateral, such as foreclosure, as are available under the Indenture, the Collateral Documents and at law.

No Personal Liability of Directors, Officers, Employees and Shareholders

No past, present or future director, officer, employee, incorporator, member, partner or direct or indirect shareholder of the Company, the Issuer or any Guarantor or of any of their direct or indirect parent companies (other than the Issuer and the Guarantors) shall have any liability, for any obligations of the Issuer or the Guarantors under the Notes, the Guarantees or the Indenture or the Collateral Documents or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws, and it is the view of the SEC that such a waiver is against public policy.

Legal Defeasance and Covenant Defeasance

The obligations of the Issuer and the Guarantors under the Notes of a series, the Indenture in respect of such series of Notes, the Guarantees in respect of such series of Notes or the Collateral Documents in respect of such series of Notes, as the case may be, will terminate (other than certain obligations) and will be released upon payment in full of all of the Notes of such series. The Issuer may, at its option and at any time, elect to have all of its obligations discharged with respect to the Notes of a series and have each Guarantor's obligation discharged with respect to its Guarantee ("*Legal Defeasance*") and cure all then existing Events of Default except for:

- (1) the rights of Holders of Notes to receive payments in respect of the principal of, premium, if any, and interest on the Notes when such payments are due solely out of the trust created pursuant to the Indenture;
- (2) the Issuer's obligations with respect to Notes concerning issuing temporary Notes, registration of such Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;
- (3) the rights, powers, trusts, duties and immunities of the Trustee, and the Issuer's obligations in connection therewith; and
- (4) the Legal Defeasance provisions of the Indenture.

In addition, the Issuer may, at its option and at any time, elect to have its obligations and those of each Guarantor released with respect to substantially all of the restrictive covenants that are described in the Indenture ("*Covenant Defeasance*"), and thereafter any omission to comply with such obligations shall not constitute a Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (not including bankruptcy, receivership, rehabilitation and insolvency events pertaining to the Issuer) described under "*—Events of Default and Remedies*" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance with respect to the Notes of a series:

- (1) the Issuer shall irrevocably deposit with the Trustee (or such other entity directed, designated or appointed by the Issuer and reasonably acceptable to the Trustee, acting for the Trustee for this purpose) for the benefit of the Holders of the Notes, cash in euro, European Government Obligations, or a combination thereof, in such amounts as will be sufficient, in the written opinion of an internationally recognized firm of independent public accountants to pay the principal of, premium and Additional Amounts, if any, and interest due on the Notes on the stated maturity date or on the redemption date, as the case may be, of such principal, premium, if any, or interest on such Notes, and the Issuer must specify whether such Notes are being defeased to maturity or to a particular redemption date;

- (2) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel confirming that, subject to customary assumptions and exclusions,
 - (a) the Issuer has received from, or there has been published by, the United States Internal Revenue Service a ruling, or
 - (b) since the issuance of the Notes, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, subject to customary assumptions and exclusions, the Holders and the beneficial owners of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

- (3) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel confirming that, subject to customary assumptions and exclusions, the Holders and the beneficial owners of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;
- (4) no Event of Default (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Indebtedness and, in each case, the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;
- (5) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under the Senior Credit Facilities Agreement or any other material agreement or instrument (other than the Indenture) to which, the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound (other than that resulting from any borrowing of funds to be applied to make the deposit required to effect such Legal Defeasance or Covenant Defeasance and any similar and simultaneous deposit relating to other Indebtedness, and, in each case, the granting of Liens in connection therewith);
- (6) the Issuer shall have delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuer or any Guarantor or others; and
- (7) the Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions), each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect as to all Notes (other than certain rights of the Trustee and the Company's obligations in respect thereto), when either:

- (1) all Notes theretofore authenticated and delivered, except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust, have been delivered to the Registrar or Paying Agent for cancellation; or
- (2)
 - (a) all Notes not theretofore delivered to the Registrar or Paying Agent for cancellation have become due and payable by reason of the making of a notice of redemption or otherwise, will become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Paying Agent for the giving of notice of redemption and the Issuer or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee (or such other entity directed, designated or appointed by the Issuer and reasonably acceptable to the Trustee, acting for the Trustee for this purpose) solely for the benefit of the Holders of the Notes, cash in euro, European Government Obligations, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest to pay and

discharge the entire indebtedness on the Notes not theretofore delivered to the Registrar or Paying Agent for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

- (b) no Event of Default (other than that resulting from borrowing funds to be applied to make such deposit or any similar and simultaneous deposit relating to other Indebtedness and, in each case, the granting of Liens in connection therewith) with respect to the Indenture or the Notes shall have occurred and be continuing on the date of such deposit or shall occur as a result of such deposit and such deposit will not result in a breach or violation of, or constitute a default under the Senior Credit Facilities Agreement or any other material agreement or instrument (other than the Indenture) to which the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound (other than resulting from any borrowing of funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Indebtedness and, in each case, the granting of Liens in connection therewith);
- (c) the Issuer has paid or caused to be paid all sums payable by it under the Indenture; and
- (d) the Issuer has delivered irrevocable written instructions to the Trustee and Paying Agent (or such other entity directed, designated or appointed by the Issuer and reasonably acceptable to the Trustee, acting for the Trustee for this purpose) to apply the deposited money toward the payment of the Notes at maturity or the redemption date, as the case may be.

In addition, the Issuer must deliver an Officer's Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the Indenture, the Intercreditor Agreement, any Additional Intercreditor Agreement, any Guarantee, the Notes and the other Collateral Documents (the "*Notes Documents*") may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of all the Notes then outstanding, including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes, and any existing Default or compliance with any provision of the Indenture, the Notes issued thereunder, the Intercreditor Agreement or any other Collateral Document may be waived with the consent of the Holders of a majority in principal amount of all the then outstanding Notes, other than Notes beneficially owned by the Issuer or its Affiliates (including consents obtained in connection with a purchase of or tender offer or exchange offer for the Notes); *provided, however*, that, if any amendment, supplement, modification or waiver relates only to the rights of a particular series of Notes, only the consent of the Holders of at least a majority in principal amount of all the then outstanding Notes of such series shall be required.

The Indenture provides that, without the consent of at least 90% in principal amount of all the then outstanding Notes, or if any amendment or waiver will only amend or waive one series of the Notes, without the consent of Holders holding not less than 90% in principal amount of all the then outstanding Notes of such series so amended or waived, an amendment or waiver may not, with respect to any Notes held by a non-consenting Holder:

- (1) reduce the principal amount of such Notes whose Holders must consent to an amendment, supplement or waiver;
- (2) reduce the stated rate of or extend the stated time for payment of interest on any such Notes;
- (3) reduce the principal of or extend the stated maturity of any such Notes;
- (4) reduce the premium payable upon the redemption of any such Note or change the time at which any such Note may be redeemed, in each case as described above under "*—Optional Redemption;*"
- (5) make any such Note payable in money other than that stated in such Note;
- (6) amend the contractual right of any Holder to bring suit for the payment of principal, premium, if any, and interest on its Note, on or after the respective due dates expressed or provided for in such Note;
- (7) make any change in the provision of the Indenture described under "*—Withholding Taxes*" that adversely affects the right of any Holder or beneficial owner of such Notes in any material respect or amends the terms of such Notes in a way that would result in a loss of an exemption from any of the taxes described

thereunder or an exemption from any obligation to withhold or deduct taxes so described thereunder unless the Payor agrees to pay Additional Amounts, if any, in respect thereof;

- (8) release any Guarantor from its Obligations under its Guarantee, other than pursuant to the terms of the Indenture, and, in each case, as permitted by the Intercreditor Agreement or any Additional Intercreditor Agreement;
- (9) waive a Default or Event of Default with respect to the non-payment of principal, premium or interest (except pursuant to a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of such Notes and a waiver of the payment default that resulted from such acceleration);
- (10) make any change in the amendment or waiver provisions which require the Holders' consent described in this sentence; or
- (11) make any change to or modify the ranking of such Notes that would adversely affect the Holders;

provided, however, that, if any amendment, supplement, modification or waiver relates only to the rights of a particular series of Notes, only the consent of the Holders of at least 90% in principal amount of all the then outstanding Notes of such series shall be required.

In addition, without the consent of the Holders of at least 66 $\frac{2}{3}$ % in principal amount of all the Notes then outstanding, no amendment, supplement or waiver may (1) modify any Collateral Document or the provisions in the Indenture dealing with the Collateral or the Collateral Documents that would have the impact of releasing all or substantially all of the Collateral from the Liens of the Collateral Documents (except as permitted by the terms of any Notes Documents) or change or alter the priority of the security interests in the Collateral, (2) make any change in any Collateral Document or the provisions in the Indenture dealing with the Collateral or the Collateral Documents or the application of proceeds of the Collateral that would adversely affect the Holders in any material respect or (3) modify the Intercreditor Agreement (or any Additional Intercreditor Agreement) in any manner adverse to the Holders in any material respect other than in accordance with the terms of the Notes Documents.

Notwithstanding the foregoing, the Issuer, any Guarantor (with respect to a Guarantee or the Indenture to which it is a party), the Security Agent (to the extent applicable), the Trustee and any other agents party thereto (to the extent applicable) may amend or supplement the Notes Documents without the consent of any Holder:

- (1) to cure any ambiguity, omission, mistake, defect or inconsistency;
- (2) to provide for uncertificated Notes in addition to or in place of certificated Notes; *provided* that uncertificated Notes are properly treated as in registered form for U.S. federal income tax purposes;
- (3) to comply with the covenant relating to mergers, amalgamations, consolidations and sales of assets;
- (4) to provide for the assumption of the Issuer's or any Guarantor's obligations to the Holders;
- (5) to make any change that would provide any additional rights or benefits to the Holders or that does not materially adversely affect the legal rights under the Indenture of any such Holder;
- (6) to add covenants for the benefit of the Holders or to surrender any right or power conferred upon the Issuer or any Guarantor;
- (7) to provide for the issuance of Additional Notes in accordance with the terms of the Indenture, including any amendment of the terms of a Guarantee or a Collateral Document with respect to its limitations;
- (8) [Reserved];
- (9) to evidence and provide for the acceptance and appointment under the Indenture of a successor Trustee or Agent thereunder pursuant to the requirements thereof;
- (10) to make any amendment to the provisions of the Indenture relating to the transfer or legending of the Notes or to provide for the issuance of exchange notes or private exchange notes, which are identical to exchange notes except that they are not freely transferable;
- (11) to add a Guarantor under the Indenture;

- (12) to conform the text of the Notes Documents to any provision of this “Description of the Notes” to the extent that such provision in this “Description of the Notes” was intended to be a verbatim recitation of a provision of the Indenture, the Intercreditor Agreement, any Additional Intercreditor Agreement, any Guarantee or the Notes as provided in an Officer’s Certificate;
- (13) to provide for the succession of any parties to the Collateral Documents (and other amendments that are administrative or ministerial in nature) in connection with an amendment, renewal, extension, substitution, refinancing, restructuring, replacement, supplementing or other modification from time to time of the Senior Credit Facilities Agreement or any other agreement that is not prohibited by the Indenture;
- (14) to provide for the release or addition of Collateral or Guarantees in accordance with the terms of the Indenture, the Intercreditor Agreement, any Additional Intercreditor Agreement and the Collateral Documents; or
- (15) to add any Pari Passu Lien Indebtedness to any Collateral Documents to the extent permitted by the Indenture.

The consent of the Holders is not necessary under the Indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment. The Trustee or, if applicable, the Security Agent shall be entitled to conclusively rely on an Officer’s Certificate and Opinion of Counsel.

Concerning the Trustee and Certain Agents

Deutsche Trustee Company Limited has been appointed as Trustee under the Indenture. The Indenture provides that, except during the continuance of an Event of Default, of which a responsible officer of the Trustee has received written notice, the Trustee will perform only such duties as are set forth specifically in the Indenture. During the existence of an Event of Default, of which a responsible officer of the Trustee has received written notice, the Trustee will exercise such of the rights and powers vested in it under the Indenture and use the same degree of care that a prudent Person would use in conducting its own affairs. The permissive rights of the Trustee to take or refrain from taking any action enumerated in the Indenture will not be construed as an obligation or duty.

The Indenture imposes certain limitations on the rights of the Trustee, should it become a creditor of the Issuer, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions with the Company and its Affiliates and Subsidiaries.

The Indenture sets out the terms under which the Trustee may retire or be removed, and replaced. Such terms include, among others, (1) that the Trustee may be removed at any time by the Holders of a majority in principal amount of all the then outstanding Notes, or may resign at any time by giving written notice to the Issuer and (2) that if the Trustee at any time (a) has or acquires a conflict of interest in its capacity as Trustee that is not eliminated or (b) becomes incapable of acting as Trustee or becomes insolvent or bankrupt, then the Issuer may remove the Trustee, or any Holder who has been a *bona fide* Holder for not less than 6 months may petition any court for removal of the Trustee and appointment of a successor Trustee.

Any removal or resignation of the Trustee shall not become effective until the acceptance of appointment by the successor Trustee.

The Indenture contains provisions for the indemnification of the Trustee for any loss, claim, liability, taxes and expenses incurred without negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the Indenture.

Notices

All notices to Holders of Notes will be validly given if mailed to them at their respective addresses in the Register of the Holders of the Notes, if any, maintained by the Registrar. In addition, for so long as any of the Notes are listed on the Exchange and the rules of the Exchange shall so require, notices with respect to the Notes will be published in accordance with the requirements of such rules. In addition, for so long as any Notes are represented by Global Notes, all notices to Holders of the Notes will be delivered to Euroclear and Clearstream, as applicable, each of which will give such notices to the holders of Book-Entry Interests. Such notices may also be published on the website of the Exchange (www.luxse.com), to the extent and in the manner permitted by the rules of the Exchange.

Each such notice shall be deemed to have been given on the date of such publication or, if published more than once on different dates, on the first date on which publication is made; *provided*, that, if notices are mailed, such notice shall be deemed to have been given on the fifth day after being so mailed. Any notice or communication mailed to a Holder shall be mailed to such Person by first-class mail or other equivalent means and shall be sufficiently given to such Holder if so mailed within the time prescribed. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Prescription

Claims against the Issuer or any Guarantor for the payment of principal, or premium, if any, on the New Notes will be prescribed five years after the applicable due date for payment thereof. Claims against the Issuer or any Guarantor for the payment of interest on the New Notes will be prescribed three years after the applicable due date for payment of interest.

Currency Indemnity and Calculation of Euro-Denominated Restrictions

The euro is the sole currency of account and payment for all sums payable by the Issuer and the Guarantors under or in connection with the New Notes and the Guarantees, as the case may be, including damages (the “*Required Currency*”). Any amount received or recovered in a currency other than the Required Currency, whether as a result of, or the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer, any Guarantor or otherwise by any Holder or by the Trustee, in respect of any sum expressed to be due to it from the Issuer or a Guarantor will only constitute a discharge to the Issuer or such Guarantor, as applicable, to the extent of the amount of the Required Currency which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).

If that amount of the Required Currency is less than the amount of the Required Currency expressed to be due to the recipient or the Trustee under any New Note, the Issuer and the Guarantors will indemnify them against any loss sustained by such recipient or the Trustee as a result. In any event, the Issuer and the Guarantors will indemnify the recipient or the Trustee on a joint and several basis against the cost of making any such purchase. For the purposes of this currency indemnity provision, it will be prima facie evidence of the matter stated therein for the Holder of a New Note or the Trustee to certify in a manner reasonably satisfactory to the Issuer (indicating the sources of information used) the loss it incurred in making any such purchase. These indemnities constitute a separate and independent obligation from the Issuer’s and the Guarantors’ other obligations, will give rise to a separate and independent cause of action, will apply irrespective of any waiver granted by any Holder of a New Note or the Trustee (other than a waiver of the indemnities set out herein) and will continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any New Note, any Guarantee or to the Trustee.

Except as otherwise specifically set forth herein, for purposes of determining compliance with any euro-denominated restriction herein, the Euro Equivalent amount for purposes hereof that is denominated in a currency other than euro shall be calculated based on the relevant currency exchange rate in effect on the date such non-euro amount is incurred or made, as the case may be.

Enforceability of Judgments

Since substantially all the assets of the Company and its Subsidiaries are located outside the United States, any judgment obtained in the United States against the Issuer or any Guarantor, including judgments with respect to the payment of principal, premium, if any, interest, Additional Amounts, if any, and any redemption price and any purchase price with respect to the Notes or the Guarantees, may not be collectable within the United States.

Consent to Jurisdiction and Service

In relation to any legal action or proceedings arising out of or in connection with the Indenture and the Notes and the Guarantees, the Issuer and each Guarantor has in the Indenture, subject to local law requirements, irrevocably submitted to the jurisdiction of the federal and state courts in the Borough of Manhattan in the City of New York, County and State of New York, United States.

Governing Law

The Indenture and the Notes, including any Guarantees, and the rights and duties of the parties thereunder are governed by and construed in accordance with the laws of the State of New York. The Intercreditor Agreement and the rights and duties of the parties thereunder are governed by and construed in accordance with the laws of England and

Wales. The application of the provisions of articles 470-1 to 470-19 of the Luxembourg law of August 10, 1915 on commercial companies, as amended, shall be excluded in relation to the Notes.

Certain Definitions

Set forth below are certain defined terms used in the Indenture. For purposes of the Indenture, unless otherwise specifically indicated, the term “*consolidated*” with respect to any Person refers to such Person consolidated with its Restricted Subsidiaries, and excludes from such consolidation any Unrestricted Subsidiary as if such Unrestricted Subsidiary were not an Affiliate of such Person.

“*2018 Indenture*” refers to the indenture dated July 2, 2018, among *inter alios*, the Issuer, the Company and Deutsche Trustee Company Limited, as trustee, to which the Company acceded as guarantor on July 3, 2018 and the Subsidiary Guarantors acceded as guarantors on October 26, 2018 and August 26, 2021, pursuant to, in each case, a supplemental indenture dated the dates thereof, pursuant to which the 2023 Notes were issued.

“*2019 Indenture*” refers to the indenture dated as of May 22, 2019 among *inter alios*, the Issuer, the Company and Deutsche Trustee Company Limited, as trustee, as supplemented by a supplemental indenture dated August 26, 2021, and as may be amended and/or supplemented from time to time, pursuant to which the 2025 Notes and the 2027 Notes were issued.

“*2023 Notes*” refers to the €160,000,000 outstanding aggregate principal amount of the Issuer’s 6.250% Senior Secured Notes due 2023 issued on the Original Issue Date pursuant to the 2018 Indenture.

“*2023 Notes Proceeds Loan*” means the loan of the proceeds of the 2023 Notes pursuant to the 2023 Notes Proceeds Loan Agreements and all loans directly or indirectly replacing or refinancing such loans or a portion thereof.

“*2023 Notes Proceeds Loan Agreements*” means one or more loan agreements made on July 2, 2018 of the proceeds of the 2023 Notes by the Issuer, as lender, to the Company, as borrower.

“*2025 Notes*” refers to the €390,000,000 aggregate principal amount of the Issuer’s 4.750% Senior Secured Notes due 2025 issued pursuant to the 2019 Indenture.

“*2025 Notes Original Issue Date*” means May 22, 2019.

“*2025 Notes Proceeds Loan*” means the loans of the proceeds of the 2025 Notes pursuant to the 2025 Notes Proceeds Loan Agreements and all loans directly or indirectly replacing or refinancing such loans or a portion thereof.

“*2025 Notes Proceeds Loan Agreements*” means one or more loan agreements made on July 31, 2019 of the proceeds of the 2025 Notes by the Issuer, as lender, to the Company, as borrower, as may be amended from time to time.

“*2025 Transactions*” means the issuance of the 2025 Notes and the use of proceeds thereof, the entry into the 2025 Notes Proceeds Loan Agreements, the consummation of the transactions contemplated by the Giga Acquisition Agreement, the payment of transaction costs, fees and expenses in connection with the foregoing transactions and any other transactions in connection with any of the above or incidental thereto.

“*2027 Notes*” refers, collectively, to the €615,000,000 aggregate principal amount of the Issuer’s 4.500% Senior Secured Notes due 2027 (the “*4.500% 2027 Notes*”) and the €425,000,000 aggregate principal amount of the Issuer’s 10.375% Senior Secured Notes due 2027 (the “*10.375% 2027 Notes*”), in each case, issued pursuant to the 2019 Indenture.

“*2027 Notes Proceeds Loan*” means the loans of the proceeds of the 2027 Notes pursuant to the 2027 Notes Proceeds Loan Agreements and all loans directly or indirectly replacing or refinancing such loans or a portion thereof.

“*2027 Notes Proceeds Loan Agreements*” means one or more loan agreements made on September 27, 2021 of the proceeds of the 4.500% 2027 Notes and one or more loan agreements made on November 9, 2022 of the proceeds of the 10.375% 2027 Notes, in each case, by the Issuer, as lender, to the Company, as borrower, as may be amended from time to time.

“*2027 Transactions*” means the issuance of the 2027 Notes and the use of proceeds thereof, the entry into the 2027 Notes Proceeds Loan Agreements, the payment of transaction costs, fees and expenses in connection with the foregoing transactions and any other transactions in connection with any of the above or incidental thereto.

“*2028 Notes*” refers, collectively, to the €375,000,000 aggregate principal amount of the Issuer’s 7.875% Senior Secured Notes due 2028 (the “*2028 Fixed Rate Notes*”) and the €325,000,000 aggregate principal amount of the Issuer’s

Floating Rate Senior Secured Notes due 2028 (the “2028 Floating Rate Notes”), in each case, issued pursuant to the Indenture.

“2028 Notes Original Issue Date” means to July 19, 2023.

“2028 Notes Original Offering Memorandum” means the final offering memorandum dated July 5, 2023 related to the offering of the 2028 Notes.

“2028 Notes Proceeds Loan” means the loans of the proceeds of the 2028 Notes pursuant to the 2028 Notes Proceeds Loan Agreements and all loans directly or indirectly replacing or refinancing such loans or a portion thereof.

“2028 Notes Proceeds Loan Agreements” means one or more loan agreements made on July 19, 2023 of the proceeds of the 2028 Notes by the Issuer, as lender, to the Company, as borrower, as may be amended from time to time.

“2028 Transactions” means the issuance of the 2028 Notes and the use of proceeds thereof, the entry into the 2028 Notes Proceeds Loan Agreements, the payment of transaction costs, fees and expenses in connection with the foregoing transactions and any other transactions in connection with any of the above or incidental thereto.

“Acquired Indebtedness” means Indebtedness (1) of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary, (2) assumed in connection with the acquisition of assets from such Person or (3) of a Person at the time such Person merges with or into or consolidates or otherwise combines with the Company or any Restricted Subsidiary, in each case whether or not incurred by such Person in connection with such Person becoming a Restricted Subsidiary, such acquisition or such merger, consolidation or other combination. Except as otherwise specifically set forth in the Indenture, Acquired Indebtedness shall be deemed to have been incurred, with respect to clause (1) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (2) of the preceding sentence, on the date of consummation of such acquisition of assets and, with respect to clause (3) of the preceding sentence, on the date of the relevant merger, consolidation or other combination.

“Affiliate” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

“Agreed Security Principles” means the Agreed Security Principles as set out in an annex to the Indenture as in effect on or about the 2028 Notes Original Issue Date, as applied *mutatis mutandis* with respect to the Notes in good faith by the Company.

“Asset Sale” means:

- (1) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions (including by way of a Sale and Lease-Back Transaction), of property or assets of the Company or any of its Restricted Subsidiaries (each referred to in this definition as a “disposition”); or
- (2) the issuance or sale of Equity Interests of any Restricted Subsidiary (other than Preferred Stock or Disqualified Stock of Restricted Subsidiaries issued in compliance with the covenant described under “—Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock”), whether in a single transaction or a series of related transactions;

in each case, other than:

- (a) any disposition of Cash Equivalents or Investment Grade Securities or obsolete, damaged, unnecessary, unsuitable or worn out property or equipment, inventory or other property in the ordinary course of business or any disposition of inventory or goods (or other assets) held for sale or no longer used or useful in the ordinary course of business;
- (b) the disposition of all or substantially all of the assets of the Company in a manner permitted pursuant to the provisions described above under “—Certain Covenants—Merger, Consolidation or Sale of All or Substantially All Assets—The Company” or any disposition that constitutes a Change of Control pursuant to the Indenture;
- (c) the making of any Restricted Payment that is permitted to be made, and is made, under the covenant described above under “—Certain Covenants—Limitation on Restricted Payments”

or any Permitted Investment, or the proceeds of which are used to fund a Restricted Payment and/or Permitted Investment;

- (d) any disposition of assets or issuance or sale of Equity Interests of any Restricted Subsidiary in any transaction or series of related transactions with an aggregate fair market value of less than the greater of (i) €50.0 million and (ii) 12.5% of the LTM EBITDA of the Company;
- (e) any disposition of property or assets or issuance of securities by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary to a Restricted Subsidiary, including pursuant to any Intercompany License Agreement;
- (f) any exchange of like property (excluding any boot thereon) for use in a Similar Business;
- (g) the lease, assignment, sub-lease, license or sub-license of any real or personal property in the ordinary course of business or consistent with industry practices;
- (h) any issuance or sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;
- (i) foreclosures, condemnation, expropriation, forced dispositions or any similar action with respect to assets or the granting of Liens not prohibited by the Indenture;
- (j) sales of accounts receivable, or participations therein, or Securitization Assets (other than royalties or other revenues (except accounts receivable)) or related assets, or any disposition of the Equity Interests in a Subsidiary, all or substantially all of the assets of which are Securitization Assets, in each case in connection with any Qualified Securitization Facility or the disposition of an account receivable in connection with the collection or compromise thereof in the ordinary course of business;
- (k) any financing transaction with respect to property built or acquired by the Company or any Restricted Subsidiary after the Original Issue Date, including Sale and Lease-Back Transactions and asset securitizations permitted by the Indenture;
- (l) the sale, discount or other disposition of inventory, accounts receivable or notes receivable in the ordinary course of business or the conversion of accounts receivable to notes receivable;
- (m) the licensing, sub-licensing or cross-licensing of intellectual property or other general intangibles in the ordinary course of business or consistent with industry practices;
- (n) any surrender or waiver of contract rights or the settlement, release or surrender of contract rights or other litigation claims in the ordinary course of business;
- (o) the unwinding of any Hedging Obligations;
- (p) sales, transfers and other dispositions of Investments in joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements;
- (q) the lapse or abandonment of intellectual property rights in the ordinary course of business, which in the reasonable good faith determination of the Company are not material to the conduct of the business of the Company and its Restricted Subsidiaries taken as a whole;
- (r) any disposition of Gaming Cash;
- (s) the granting of a Lien that is permitted under the covenant described above under “—*Certain Covenants—Liens*;”
- (t) the issuance of directors’ qualifying shares and shares issued to foreign nationals as required by applicable law;
- (u) Permitted Intercompany Activities and related transactions;
- (v) transfers of property subject to Casualty Events upon receipt of the Net Proceeds of such

Casualty Event; *provided* that any Cash Equivalents received by the Company or any of its Restricted Subsidiaries in respect of such Casualty Event shall be deemed to be Net Proceeds of an Asset Sale, and such Net Proceeds shall be applied in accordance with the covenant described under “—*Repurchase at the Option of Holders—Asset Sales*;”

- (w) any sale of property or assets, if the acquisition of such property or assets was financed with Excluded Contributions and the proceeds of such sale are used to make a Restricted Payment pursuant to clause (10)(b) under the fourth paragraph of the covenant described under “—*Certain Covenants—Limitation on Restricted Payments*;”
- (x) any disposition of assets to a Person who is providing services related to such assets, the provision of which have been or are to be outsourced by the Company or any Restricted Subsidiary to such Person;
- (y) disposition of certain real estate assets, or payments made by the Company or any Restricted Subsidiary in lieu thereof, as agreed under the Original Acquisition Agreement; and
- (z) the disposition of any assets (including Equity Interests) (i) acquired in a transaction after the Original Completion Date, which assets are not material and used or useful in the core or principal business of the Company and its Restricted Subsidiaries or (ii) made in connection with the approval of any applicable antitrust authority or otherwise necessary or advisable in the good faith determination of the Company to consummate any acquisition.

In the event that a transaction (or a portion thereof) meets the criteria of a permitted Asset Sale and would also be a permitted Restricted Payment or Permitted Investment, the Company, in its sole discretion, will be entitled to divide and classify such transaction (or a portion thereof) as an Asset Sale and/or one or more the types of permitted Restricted Payments or Permitted Investments.

“*Bank Products*” means any facilities or services related to cash management, including treasury, depository, overdraft, credit or debit card, purchase card, automatic clearinghouse transfer transactions, controlled disbursements, foreign exchange facilities, stored value cards, merchant services, electronic funds transfer and other cash management arrangements.

“*Bund Rate*” means, with respect to any date of a redemption notice, the yield to maturity as of the date of such redemption notice of direct obligations of the Federal Republic of Germany (Bunds or Bundesanleihen) with a constant maturity (as officially compiled and published in the most recent financial statistics that has become publicly available at least two Business Days (but not more than five Business Days) prior to the date of such redemption notice (or, if such financial statistics are not so published or available, any publicly available source of similar market data selected by the Company in good faith)) most nearly equal to the period from the date of such redemption notice to February 13, 2026, in the case of the New Fixed Rate Notes, and July 19, 2024, in the case of the New Floating Rate Notes; *provided, however*, that if the period from the date of such redemption notice to February 13, 2026, in the case of the New Fixed Rate Notes, and July 19, 2024, in the case of the New Floating Rate Notes is not equal to the constant maturity of a direct obligation of the Federal Republic of Germany for which a weekly average yield is given, the Bund Rate shall be obtained by linear interpolation (calculated to the nearest one twelfth of a year) from the weekly average yields of direct obligations of the Federal Republic of Germany for which such yields are given, except that if the period from the date of such redemption notice to February 13, 2026, in the case of the New Fixed Rate Notes and July 19, 2024, in the case of the New Floating Rate Notes is less than one year, the weekly average yield on actually traded direct obligations of the Federal Republic of Germany adjusted to a constant maturity of one year shall be used.

“*Business Day*” means each day which is not a Legal Holiday.

“*Capital Stock*” means:

- (1) in the case of a corporation, corporate stock or shares in the capital of such corporation;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“*Capitalized Lease Obligation*” means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital or finance lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with IFRS; *provided*, that any obligations of the Company or its Restricted Subsidiaries either existing on the Original Completion Date or created prior to any recharacterization described below (i) that were not included on the consolidated balance sheet of the Company as capital or finance lease obligations and (ii) that are subsequently recharacterized as capital or finance lease obligations or indebtedness due to a change in accounting treatment or otherwise (including under IFRS 16), shall for all purposes under the Indenture (including, without limitation, the calculation of Consolidated Net Income and EBITDA) not be treated as capital or finance lease obligations, Capitalized Lease Obligations or Indebtedness.

“*Cash Equivalents*” means:

- (1) United States dollars;
- (2)
 - (a) Canadian dollars, pounds sterling, yen, euros or any national currency of any participating Member State of the EMU; or
 - (b) in such local currencies held by the Company or any Restricted Subsidiary from time to time in the ordinary course of business;
- (3) securities issued or directly and fully and unconditionally guaranteed or insured by the U.S. government or the government of any member of the European Union or any agency or instrumentality thereof the securities of which are unconditionally guaranteed as a full faith and credit obligation of such government with maturities of 24 months or less from the date of acquisition;
- (4) certificates of deposit, time deposits and eurodollar time deposits with maturities of 24 months or less from the date of acquisition, demand deposits, bankers’ acceptances with maturities not exceeding one year and overnight bank deposits, in each case with any commercial bank having capital and surplus of not less than \$100 million;
- (5) repurchase obligations for underlying securities of the types described in clauses (3), (4), (7) and (8) entered into with any financial institution or recognized securities dealer meeting the qualifications specified in clause (4) above;
- (6) commercial paper and variable or fixed rate notes rated at least P-2 by Moody’s or at least A-2 by S&P (or, if at any time neither Moody’s nor S&P shall be rating such obligations, an equivalent rating from another Rating Agency) and in each case maturing within 24 months after the date of creation thereof;
- (7) marketable short-term money market and similar funds having a rating of at least P-2 or A-2 from either Moody’s or S&P, respectively (or, if at any time neither Moody’s nor S&P shall be rating such obligations, an equivalent rating from another Rating Agency);
- (8) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an Investment Grade Rating from either Moody’s or S&P (or, if at any time neither Moody’s nor S&P shall be rating such obligations, an equivalent rating from another Rating Agency) with maturities of 24 months or less from the date of acquisition;
- (9) readily marketable direct obligations issued by any non-U.S. government or any political subdivision or public instrumentality thereof, in each case having an Investment Grade Rating from either Moody’s or S&P (or, if at any time neither Moody’s nor S&P shall be rating such obligations, an equivalent rating from another Rating Agency) with maturities of 24 months or less from the date of acquisition;
- (10) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AAA– (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody’s (or, if at any time neither Moody’s nor S&P shall be rating such obligations, an equivalent rating from another Rating Agency);
- (11) securities with maturities of 12 months or less from the date of acquisition backed by standby letters of credit issued by any financial institution or recognized securities dealer meeting the qualifications specified in clause (4) above;

- (12) Indebtedness or Preferred Stock issued by Persons with a rating of “A” or higher from S&P or “A2” or higher from Moody’s with maturities of 24 months or less from the date of acquisition; and
- (13) investment funds investing at least 90% of their assets in securities of the types described in clauses (1) through (12) above.

In the case of Investments made in a country outside the United States of America, Cash Equivalents shall also include (a) investments of the type and maturity described in clauses (1) through (8) and clauses (10), (11), (12) and (13) above of non-U.S. obligors, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from comparable non-U.S. rating agencies and (b) other short-term investments utilized by Restricted Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in clauses (1) through (13) and in this paragraph.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (1) and (2) above.

For the avoidance of doubt, any items identified as Cash Equivalents under this definition will be deemed to be Cash Equivalents for all purposes under the Indenture regardless of the treatment of such items under IFRS.

“*Casualty Event*” means any event that gives rise to the receipt by the Company or any Restricted Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

“*Change of Control*” means the occurrence of any of the following after the 2028 Notes Original Issue Date:

- (1) the sale, lease, transfer, conveyance or other disposition in one or a series of related transactions (other than by merger, consolidation or amalgamation), of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person other than any Permitted Holder, the Company, the Issuer or a Guarantor that is a Restricted Subsidiary and (A) any Person (other than any Permitted Holder) or (B) Persons (other than any Permitted Holders) that are together a group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any such group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), is or become(s) the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision), directly or indirectly, of more than 50.0% of the total voting power of the Voting Stock of the transferee Person in such sale or transfer of assets, as the case may be; or
- (2) the Company becomes aware of the acquisition by (A) any Person (other than any Permitted Holder) or (B) Persons (other than any Permitted Holders) that are together a group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any such group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), in a single transaction or in a related series of transactions, by way of merger, consolidation or other business combination or purchase, of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) of more than 50.0% of the total voting power of the Voting Stock of the Company directly or indirectly through any of its Holding Companies, other than in connection with any transaction or series of transactions in which the Company shall become the Wholly Owned Subsidiary of a Parent Company;

provided, that if a Change of Control occurs pursuant to this definition, such Change of Control shall not be deemed to have occurred if such Change of Control is also a Specified Change of Control Event.

Notwithstanding the preceding or any provision of Rule 13d-3 under the Exchange Act, (i) a Person or group shall not be deemed to beneficially own securities subject to an equity or asset purchase agreement, merger agreement or similar agreement (or voting or option, warrant or similar agreement related thereto) until the consummation of the transactions contemplated by such agreement, (ii) if any group includes one or more Permitted Holders, the issued and outstanding Voting Stock of the Company beneficially owned, directly or indirectly, by any Permitted Holders that are part of such group shall not be treated as being beneficially owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred and (iii) a Person or group will not be deemed to beneficially own the Voting Stock of another Person as a result of its ownership of Voting Stock or other securities of such other Person’s parent entity (or related contractual rights) unless it owns 50.0% or more of the total voting power of the Voting Stock entitled to vote for the election of directors of such parent entity having a majority of the aggregate votes on the board of directors (or similar body) of such parent entity.

“*Cirsa*” means Cirsa Gaming Corporation, S.A.

“*Cirsa Group*” refers to Cirsa and its subsidiaries, which was the group of companies acquired by the Company on July 3, 2018 pursuant to the Original Acquisition Agreement.

“*Clearstream*” means Clearstream Banking S.A., as currently in effect or any successor securities clearing agency.

“*Collateral*” means all property and assets, whether now owned or hereafter acquired, in which Liens are, from time to time, purported to be granted to secure the Notes and the Guarantees pursuant to the Collateral Documents.

“*Collateral Documents*” means, collectively, the security agreements, pledge agreements, mortgages, collateral assignments, deeds of trust and all other pledges, agreements, financing statements, patent, trademark or copyright filings, mortgages or other filings or documents that create or purport to create a Lien in the Collateral in favor of the Security Agent and/or the Trustee (for the benefit of the Holders), the Intercreditor Agreement and any Additional Intercreditor Agreement, in each case as they may be amended from time to time, and any instruments of assignment, control agreements, lockbox letters or other instruments or agreements executed pursuant to the foregoing.

“*Consolidated Depreciation and Amortization Expense*” means with respect to any Person for any period, the total amount of depreciation and amortization expense, including the amortization of capitalized fees related to any Qualified Securitization Facility of such Person and the amortization of intangible assets, deferred financing costs, debt issuance costs, commissions, fees and expenses and capitalized software expenditures of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with IFRS.

“*Consolidated Financial Interest Expense*” means, with respect to any Person for any period (in each case, determined on the basis of IFRS), the consolidated net interest income/expense of such Person and its Restricted Subsidiaries related to Indebtedness (including (a) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers acceptances, (b) the interest component of Capitalized Lease Obligations, and (c) net payments or receipts, if any, pursuant to interest rate Hedging Obligations with respect to Indebtedness), but not including any pension liability interest cost, amortization of debt discount, debt issuance cost and premium, commissions, discounts and other fees and charges owed or paid with respect to financings, costs associated with Hedging Obligations (other than those described in (c)) or interest related to Subordinated Shareholder Funding.

“*Consolidated Interest Expense*” means, with respect to any Person, for any period (in each case, determined on the basis of IFRS), the consolidated net interest income/expense of such Person, whether paid or accrued, including any pension liability interest cost, plus or including (without duplication) any interest, costs and charges consisting of:

- (1) interest expense attributable to Capitalized Lease Obligations;
- (2) amortization of debt discount, debt issuance cost and premium;
- (3) non-cash interest expense;
- (4) commissions, discounts and other fees and charges owed with respect to financings not included in clause (2) above;
- (5) costs associated with Hedging Obligations and any foreign currency losses;
- (6) dividends on other distributions in respect of all Disqualified Stock of such Person and all Preferred Stock of any Restricted Subsidiary of such Person, to the extent held by Persons other than such Person or a Subsidiary of such Person;
- (7) the consolidated interest expense that was capitalized during such period; and
- (8) interest expense under any Guarantee given by such Person or any Restricted Subsidiary of such Person of Indebtedness or other obligation of any other Person.

“*Consolidated Net Income*” means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, and otherwise determined in accordance with IFRS; *provided*, that, without duplication,

- (1) any after-tax effect of extraordinary, exceptional, infrequently occurring, non-recurring or unusual gains or losses (less all fees and expenses relating thereto), charges or expenses (including relating to any multi-year strategic initiatives), Transaction Expenses, restructuring and duplicative running costs,

restructuring charges or reserves, relocation costs, start-up or initial costs for any project, new division, new location or new line of business, integration and new location opening costs, location consolidation and closing costs, severance costs and expenses, one-time charges (including compensation charges), payments made pursuant to the terms of change in control agreements that such Person or a Subsidiary or a Holding Company of such Person had entered into with employees of such Person, a Subsidiary or a Holding Company of such Person, costs relating to pre-opening, opening and conversion costs for locations, losses, costs or cost inefficiencies related to location or property disruptions or shutdowns, signing, retention and completion bonuses, recruiting costs, costs incurred in connection with any strategic initiatives, transition costs, litigation and arbitration fees, costs and charges, expenses in connection with one-time rate changes, costs incurred with acquisitions and investments (including travel and out-of-pocket costs, professional fees for legal, accounting and other services, human resources costs (including relocation bonuses), litigation and arbitration costs, charges, fees and expenses (including settlements), management transition costs, advertising costs, losses associated with temporary decreases in work volume and expenses related to maintain underutilized personnel) and non-recurring product and intellectual property development, other business optimization expenses or reserves (including costs and expenses relating to business optimization programs and new systems design and costs or reserves associated with improvements to IT and accounting functions), retention charges (including charges or expenses in respect of incentive plans), system establishment costs and implementation costs) and operating expenses attributable to the implementation of cost-savings initiatives, and curtailments or modifications to pension and post-retirement employee benefit plans shall be excluded;

- (2) at the election of such Person with respect to any quarterly period, the cumulative effect of a change in accounting principles and changes as a result of the adoption or modification of accounting policies during such period shall be excluded;
- (3) any net after-tax effect of gains or losses on disposal, abandonment or discontinuance of disposed, abandoned or discontinued operations, as applicable, shall be excluded;
- (4) any net after-tax effect of gains or losses (less all fees, expenses and charges relating thereto) attributable to asset dispositions or abandonments or the sale or other disposition of any Capital Stock of any Person other than in the ordinary course of business shall be excluded;
- (5) the Net Income for such period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting shall be excluded; *provided*, that Consolidated Net Income of such Person shall be increased by the amount of dividends or distributions or other payments (other than Excluded Contributions or the Equity Contribution) that are actually paid in cash (or to the extent converted into cash) or that could, in the reasonable determination of management, have been distributed to such Person or a Restricted Subsidiary thereof in respect of such period;
- (6) solely for the purpose of determining the amount available for Restricted Payments under clause (3)(a) of the first paragraph of the covenant described under “—*Certain Covenants—Limitation on Restricted Payments*,” the Net Income for such period of any Restricted Subsidiary (other than any Guarantor) shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of its Net Income is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to that Restricted Subsidiary or its shareholders (other than restrictions in the 2027 Notes, the Indenture or the 2019 Indenture), unless such restriction with respect to the payment of dividends or similar distributions has been legally waived or is not prohibited pursuant to the covenant described under “—*Certain Covenants—Dividend and other Payment Restrictions Affecting Restricted Subsidiaries*,” *provided*, that Consolidated Net Income of such Person will be increased by the amount of dividends or other distributions or other payments actually paid in Cash Equivalents (or to the extent converted into Cash Equivalents) to such Person or a Restricted Subsidiary thereof in respect of such period, to the extent not already included therein;
- (7) effects of adjustments (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) in such Person’s consolidated financial statements pursuant to IFRS (including in the inventory (including any impact of changes to inventory valuation policy methods, including changes in capitalization of variances), property and equipment, software, goodwill, intangible assets, in-process research and development, deferred revenue and debt line items thereof) resulting from the application of recapitalization accounting or purchase accounting, as the case may be, in relation to any consummated acquisition (including the Original Acquisition and the Giga Acquisition) or joint venture

investment or the amortization or write-off or write-down of any amounts thereof, net of taxes, shall be excluded;

- (8) any after-tax effect of income (loss) from the early extinguishment or conversion of (i) Indebtedness, (ii) Hedging Obligations or (iii) other derivative instruments shall be excluded;
- (9) any impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets, investments in debt and equity securities and investments recorded using the equity method or as a result of a change in law or regulation, in each case, pursuant to IFRS, and the amortization of intangibles arising pursuant to IFRS shall be excluded;
- (10) any equity-based or non-cash compensation or similar charge or expense or reduction of revenue including any such charge, expense or amount arising from grants of stock appreciation or similar rights, stock options, restricted stock, profit interests or other rights or equity or equity-based incentive programs (“*equity incentives*”), any one-time cash charges associated with the equity incentives or other long-term incentive compensation plans (including under deferred compensation arrangements of such Person or any of its Holding Companies or its Subsidiaries), roll-over, acceleration, or payout of Equity Interests by management, other employees or business partners of such Person or any of its Holding Companies or Subsidiaries, and any cash awards granted to employees of such Person or any of its Holding Companies or Subsidiaries in replacement for forfeited awards, shall be excluded;
- (11) any fees, expenses, premia (including tender premia) or charges incurred during such period, or any amortization thereof for such period, in connection with any acquisition, recapitalization, Investment, Asset Sale, disposition, incurrence or repayment of Indebtedness (including such fees, expenses or charges related to the offering and issuance of the Notes and other securities and the syndication and incurrence of any Credit Facilities), issuance of Equity Interests, refinancing transaction or amendment or modification of any debt instrument (including any amendment or other modification of the Notes and other securities and any Credit Facilities) and including, in each case, any such transaction consummated on or prior to the 2028 Notes Original Issue Date and any such transaction undertaken but not completed, and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, in each case whether or not successful or consummated, shall be excluded;
- (12) accruals and reserves that are established or adjusted that are required to be established or adjusted as a result of the Original Transactions, the 2025 Transactions, the 2027 Transactions or the 2028 Transactions, or within twelve months after the closing of any acquisition that are so required to be established or adjusted as a result of such acquisition, in accordance with IFRS or changes as a result of modifications of accounting policies shall be excluded;
- (13) any expenses, charges or losses to the extent covered by insurance or indemnity and actually reimbursed, or, so long as such Person has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer or indemnifying party and only to the extent that such amount is in fact reimbursed within 365 days of the date of the insurable or indemnifiable event (net of any amount so added back in any prior period to the extent not so reimbursed within the applicable 365-day period), shall be excluded;
- (14) any noncash compensation expense resulting from the application of accounting principles relating to the expensing of stock-related compensation shall be excluded;
- (15) the following items shall be excluded:
 - (a) any net unrealized gain or loss (after any offset) resulting in such period from Hedging Obligations,
 - (b) any net unrealized gain or loss (after any offset) resulting in such period from currency translation gains or losses including those related to currency remeasurements of Indebtedness (including any net loss or gain resulting from Hedging Obligations for currency exchange risk) and any other foreign currency translation gains and losses, to the extent such gains or losses are non-cash items,
 - (c) any adjustments resulting from any recording of liabilities under guarantees at fair value,
 - (d) at the election of such Person with respect to any quarterly period, effects of adjustments to accruals and reserves during a prior period relating to any change in the methodology of

calculating reserves for returns, rebates and other chargebacks, and

- (e) earn-out, non-compete and contingent consideration obligations (including to the extent accounted for as bonuses or otherwise) and adjustments thereof and purchase price adjustments; and
- (16) the impact of capitalized, accrued or accreting on pay-in-kind interest or principal on Subordinated Shareholder Funding.

In addition, to the extent not already included in the Consolidated Net Income of such Person and its Restricted Subsidiaries, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall include the amount of proceeds received from business interruption insurance and reimbursements of any expenses and charges that are covered by indemnification or other reimbursement provisions in connection with any acquisition, Investment or any sale, conveyance, transfer or other disposition of assets permitted under the Indenture.

Notwithstanding the foregoing, for the purpose of the covenant described under “—*Certain Covenants—Limitation on Restricted Payments*” only (other than clause (3)(d) of the first paragraph thereof), there shall be excluded from Consolidated Net Income any income arising from any sale or other disposition of Restricted Investments made by the Company and its Restricted Subsidiaries, any repurchases and redemptions of Restricted Investments from the Company and its Restricted Subsidiaries, any repayments of loans and advances which constitute Restricted Investments by the Company or any of its Restricted Subsidiaries, any sale of the stock of an Unrestricted Subsidiary or any distribution or dividend from an Unrestricted Subsidiary, in each case only to the extent such amounts increase the amount of Restricted Payments permitted under such covenant pursuant to clause (3)(d) thereof.

“*Consolidated Secured Debt Ratio*” as of any date of determination means, the ratio of (1)(a) Consolidated Total Indebtedness of the Company and its Restricted Subsidiaries that is secured by Liens on the Collateral on at least a *pari passu* basis with the Notes as of such date of determination *minus* cash and Cash Equivalents included on the consolidated balance sheet of the Company as of the end of the most recently completed month for which such information is available, with pro forma adjustments to cash and Cash Equivalents giving effect to any Incurrence and repayment of Indebtedness, Sale, Investment, Purchase or other similar transaction, as applicable, that has occurred since the end of such month and on or prior to such date of determination, plus (b) the Reserved Indebtedness Amount of the Company and its Restricted Subsidiaries that is secured by Liens on the Collateral on at least a *pari passu* basis with the Notes as of such date of determination to (2) LTM EBITDA of the Company.

“*Consolidated Total Debt Ratio*” as of any date of determination means, the ratio of (1)(a) Consolidated Total Indebtedness of the Company and its Restricted Subsidiaries as of such date of determination *minus* cash and Cash Equivalents included on the consolidated balance sheet of the Company as of the end of the most recently completed month for which such information is available, with pro forma adjustments to cash and Cash Equivalents giving effect to any repayment of Indebtedness, Sale, Investment, Purchase or other similar transaction, as applicable, that has occurred since the end of such month and on or prior to such date of determination, plus (b) the Reserved Indebtedness Amount of the Company and its Restricted Subsidiaries that is secured by Liens on the Collateral on at least a *pari passu* basis with the Notes as of such date of determination to (2) LTM EBITDA of the Company.

“*Consolidated Total Indebtedness*” means, as of any date of determination, an amount equal to the sum of (1) the aggregate amount of all outstanding Indebtedness of the Company and its Restricted Subsidiaries on a consolidated basis consisting of Indebtedness for borrowed money, Obligations in respect of Capitalized Lease Obligations and debt obligations evidenced by bonds, notes, debentures, promissory notes and similar instruments, as determined in accordance with IFRS (excluding for the avoidance of doubt all undrawn amounts under revolving credit facilities and letters of credit and all obligations relating to Qualified Securitization Facilities) and (2) the aggregate amount of all outstanding Disqualified Stock of the Company and its Restricted Subsidiaries and all Preferred Stock of its Restricted Subsidiaries on a consolidated basis, with the amount of such Disqualified Stock and Preferred Stock equal to the greater of their respective voluntary or involuntary liquidation preferences and maximum fixed repurchase prices, in each case determined on a consolidated basis in accordance with IFRS (but excluding the effects of any discounting of Indebtedness resulting from the application of repurchase or purchase accounting in connection with the Original Transactions, the 2027 Transactions, the 2028 Transactions or any other acquisition); *provided*, that Consolidated Total Indebtedness shall not include Indebtedness in respect of (A) any letter of credit, except to the extent of unreimbursed amounts under standby letters of credit, *provided* that any unreimbursed amounts under commercial letters of credit shall not be counted as Consolidated Total Indebtedness until five Business Days after such amount is drawn and (B) Hedging Obligations existing on the 2028 Notes Original Issue Date or otherwise permitted by clause (10) of the second paragraph of the covenant described under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*.” For purposes hereof, the “*maximum fixed repurchase price*” of any Disqualified Stock or Preferred Stock that does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Stock or Preferred Stock as if such Disqualified Stock or Preferred Stock were purchased on any date on which Consolidated Total

Indebtedness shall be required to be determined pursuant to the Indenture, and if such price is based upon, or measured by, the fair market value of such Disqualified Stock or Preferred Stock, such fair market value shall be determined reasonably and in good faith by the Company. The Euro Equivalent principal amount of any Indebtedness denominated in a currency other than euro will reflect the currency translation effects, determined in accordance with IFRS, of Hedging Obligations for currency exchange risks with respect to the applicable currency in effect on the date of determination of the Euro Equivalent principal amount of such Indebtedness.

“*Contingent Obligations*” means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness (“*primary obligations*”) of any other Person (the “*primary obligor*”) in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent,

- (1) to purchase any such primary obligation or any property constituting direct or indirect security therefor;
- (2) to advance or supply funds,
 - (a) for the purchase or payment of any such primary obligation; or
 - (b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or
- (3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

“*Controlled Investment Affiliate*” means, as to any Person, any other Person, other than any Investor, which directly or indirectly is in control of, is controlled by, or is under common control with such Person and is organized by such Person (or any Person controlling such Person) primarily for making direct or indirect equity or debt investments in the Company and/or other companies.

“*Credit Facilities*” means, with respect to the Company or any of its Restricted Subsidiaries, one or more debt facilities, including the Senior Credit Facilities, or other financing arrangements (including, without limitation, commercial paper facilities or indentures) providing for revolving credit loans, term loans, letters of credit or other long-term indebtedness, including any notes, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements or refundings thereof, in whole or in part, and any indentures, agreements, credit facilities or commercial paper facilities that replace, refund, supplement or refinance any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding, supplemental or refinancing facility, arrangement, agreement or indenture that increases the amount permitted to be borrowed or issued thereunder or alters the maturity thereof (*provided*, that such increase in borrowings or issuances is permitted under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*”) or adds Restricted Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, trustee, lender or group of lenders or other holders.

“*Currency Agreement*” means in respect of a Person any foreign exchange contract, currency swap agreement, currency futures contract, currency option contract, currency derivative or other similar agreement to which such Person is a party or a beneficiary.

“*Default*” means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default; *provided* that any Default that results solely from the taking of an action that would have been permitted but for the continuation of a previous Default will be deemed to be cured if such previous Default is cured prior to becoming an Event of Default.

“*Designated Non-cash Consideration*” means the fair market value of non-cash consideration received by the Company or a Restricted Subsidiary of the Company in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officer’s Certificate, setting forth the basis of such valuation, executed by the principal financial officer of the Company, less the amount of Cash Equivalents received in connection with a subsequent sale, redemption or repurchase of or collection or payment on such Designated Non-cash Consideration.

“*Designated Preferred Stock*” means Preferred Stock of the Company or any Holding Company thereof (in each case other than Disqualified Stock) that is issued for cash (other than to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Company or any of its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an Officer’s Certificate executed by the principal financial officer of the Company or the applicable

parent company thereof, as the case may be, on the issuance date thereof, the cash proceeds of which are excluded from the calculation set forth in clause (3) of the first paragraph of “—*Certain Covenants—Limitation on Restricted Payments.*”

“*Disinterested Director*” means, with respect to any Affiliate Transaction, a member of the board of directors of the Company or any direct or indirect parent of the Company having no material direct or indirect financial interest in or with respect to such Affiliate Transaction. A member of the board of directors of the Company or any direct or indirect parent of the Company shall be deemed not to have such a financial interest by reason of such member’s holding Capital Stock of the Company or any direct or indirect parent of the Company or any options, warrants or other rights in respect of such Capital Stock.

“*Disqualified Stock*” means, with respect to any Person, any Capital Stock of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely as a result of a change of control or asset sale) pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than solely as a result of a change of control or asset sale), in whole or in part, in each case prior to the date 91 days after the earlier of the maturity date of the 2028 Notes or the date the 2028 Notes are no longer outstanding; *provided*, that if such Capital Stock is issued to any plan for the benefit of employees of the Company or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Company or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations; *provided, further*, that any Capital Stock held by any future, current or former employee, director, officer, manager or consultant (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Company, any of its Subsidiaries, any of its Holding Companies or any other entity in which the Company or a Restricted Subsidiary of the Company has an Investment and is designated in good faith as an “*affiliate*” by the board of directors of the Company (or the compensation committee thereof), in each case pursuant to any stock subscription or shareholders’ agreement, management equity plan or stock option plan or any other management or employee benefit plan or agreement shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Company or its Subsidiaries or in order to satisfy applicable statutory or regulatory obligations.

“*EBITDA*” means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period

- (1) increased (without duplication) by the following, in each case (other than with respect to clauses (h) and (n)) to the extent deducted (and not added back) in determining Consolidated Net Income for such period:
 - (a) provision for taxes based on income or profits or capital, including, without limitation, federal, state, franchise and similar taxes, any charges incurred by such Person or its Restricted Subsidiaries pursuant to any Tax Sharing Agreement, withholding taxes (including any future taxes or other levies which replace or are intended to be in lieu of such taxes and any penalties and interest related to such taxes or arising from tax examinations) and the net tax expense associated with any adjustments made pursuant to clauses (1) through (15) of the definition of “Consolidated Net Income” (excluding, for the avoidance of doubt, gaming taxes); plus
 - (b) Consolidated Interest Expense of such Person for such period (including (x) net losses or any obligations on Hedging Obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, (y) bank fees and other financing fees and (z) costs of surety bonds in connection with financing activities); plus
 - (c) Consolidated Depreciation and Amortization Expense of such Person for such period; plus
 - (d) the amount of any restructuring charges or reserves, equity-based or non-cash compensation charges or expenses including any such charges or expenses arising from grants of stock appreciation or similar rights, stock options, restricted stock or other rights, retention charges (including charges or expenses in respect of incentive plans), start-up or initial costs for any project or new production line, division or new line of business or other business optimization expenses or reserves including, without limitation, costs or reserves associated with improvements to IT and accounting functions, integration and facilities opening costs or any one-time costs incurred in connection with acquisitions and Investments and costs related to the closure and/or consolidation of facilities; plus
 - (e) any other non-cash charges, expenses or losses, including non-cash losses on the sale of assets and any write-offs or write-downs reducing Consolidated Net Income for such period and any non-cash expense relating to the vesting of warrants (*provided* that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, (A) such Person

may elect not to add back such non-cash charge in the current period and (B) to the extent such Person elects to add back such non-cash charge, the cash payment in respect thereof in such future period shall be subtracted from EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period); plus

- (f) the amount of any non-controlling interest or minority interest expense consisting of Subsidiary income attributable to non-controlling or minority equity interests of third parties in any non-Wholly Owned Subsidiary; plus
- (g) the amount of (x) board of director fees, management, monitoring, consulting, transaction, advisory and other fees (including termination fees) and indemnities and expenses paid or accrued in such period under the Support and Services Agreement (or any amendment thereto and related agreements or arrangements) or otherwise paid to any member of the board of directors (or the equivalent thereof) of the Company, any Permitted Holder or any Affiliate of a Permitted Holder and (y) any fees and other compensation paid to the members of the board of directors (or the equivalent thereof) of the Company or any of its Holding Companies; plus
- (h) the amount of (x) “run-rate” cost savings, operating expense reductions and synergies related to the Original Transactions, the 2025 Transactions, the 2027 Transactions and the 2028 Transactions that are reasonably identifiable and factually supportable (it is understood and agreed that “run-rate” means the full recurring benefit for a period that is associated with any action taken, committed to be taken or expected to be taken, net of the amount of actual benefits realized during such period from such actions) projected by the Company in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of the Company) within 36 months after the Original Completion Date, in the case of the Original Transactions, within 36 months after the 2025 Notes Original Issue Date, in the case of the 2025 Transactions and the 2027 Transactions, and within 36 months after the 2028 Notes Original Issue Date in the case of the 2028 Transactions (including from any actions taken in whole or in part prior to the Original Completion Date, the 2025 Notes Original Issue Date or the 2028 Notes Original Issue Date, as applicable), net of the amount of actual benefits realized during such period from such actions; and (y) “run rate” cost savings, operating expense reductions and synergies related to mergers and other business combinations, acquisitions, investments, dispositions, divestitures, restructurings, operating improvements, cost savings initiatives and other similar transactions or initiatives (including the modification and renegotiation of contracts and other arrangements) that are reasonably identifiable and factually supportable and projected by the Company in good faith to result from actions that have been taken or with respect to which substantial steps have been taken (in each case, including prior to the Original Completion Date, the 2025 Notes Original Issue Date or the 2028 Notes Original Issue Date, as applicable) or are expected to be taken (in the good faith determination of the Company) within 24 months after any such merger or other business combination, acquisition, investment, disposition, divestiture, restructuring, operating improvement, cost savings initiative or other similar transaction or initiative (including the modification and renegotiation of contracts and other arrangements) is consummated, net of the amount of actual benefits realized during such period from such actions, in each case, calculated on a pro forma basis as though such cost savings, operating expense reductions and synergies had been realized on the first day of such period for which EBITDA is being determined and as if such, cost savings, operating expense reductions and synergies were realized on the first day of the applicable period for the entirety of such period; *provided* that the aggregate amount added back pursuant to this sub clause (y) for the period for which EBITDA is being determined shall not exceed 25% of EBITDA for such period (calculated after giving full effect to the pro forma adjustments set forth in this sub clause (y)); and, *provided, further*, that no cost savings, operating expense reductions and synergies shall be added pursuant to this clause (h) to the extent duplicative of any expenses or charges otherwise added to EBITDA, whether through a pro forma adjustment or otherwise, for such period; plus
- (i) the amount of loss or discount on sale of receivables, Securitization Assets and related assets to any Securitization Subsidiary in connection with a Qualified Securitization Facility; plus
- (j) any costs or expense incurred by such Person or a Restricted Subsidiary of such Person or a Holding Company pursuant to any management equity plan or stock option plan or any other management or employee benefit plan, any severance agreement or agreement or any stock subscription or shareholder agreement, to the extent that such cost or expenses are funded with cash proceeds contributed to the capital of the Company or net cash proceeds of an issuance of

Equity Interest of the Company (other than Disqualified Stock) solely to the extent that such net cash proceeds are excluded from the calculation set forth in clause (3) of the first paragraph of the covenant described under “—*Certain Covenants—Limitation on Restricted Payments;*” plus

- (k) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of EBITDA pursuant to clause (2) below for any previous period and not added back; plus
 - (l) any losses, charges, expenses, costs or other payments (including all fees, expenses or charges related thereto) (i) from disposed, abandoned or discontinued operations, (ii) in respect of facilities no longer used or useful in the conduct of the business of such Person or its Restricted Subsidiaries, abandoned, closed, disposed or discontinued operations and any losses on disposal of abandoned, closed or discontinued operations and (iii) attributable to business dispositions or asset dispositions (other than in the ordinary course of business) as determined in good faith by the Company; plus
 - (m) interest income or investment earnings on intellectual property, royalty or license receivables; plus
 - (n) adjustments of the nature used in connection with the calculation of “Adjusted EBITDA” as set forth in footnote (4) of “*Summary—Summary Consolidated Historical and Other Information*” contained in the 2028 Notes Original Offering Memorandum applied in good faith by the Company to the extent such adjustments continue to be applicable during the period in which EBITDA is being calculated; and
- (2) decreased (without duplication) by the following, in each case to the extent included in determining Consolidated Net Income for such period:
- (a) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced EBITDA in any prior period and any non-cash gains with respect to cash actually received in a prior period so long as such cash did not increase EBITDA in such prior period; plus
 - (b) any net income from disposed, abandoned or discontinued operations.

“*EMU*” means economic and monetary union as contemplated in the Treaty on European Union.

“*Equity Contribution*” means the contribution to the Company of shareholder funds (including by means of Subordinated Shareholder Funding) on or about the Original Completion Date as part of the Original Transactions.

“*Equity Interests*” means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

“*Equity Offering*” means any public or private sale or issuance of common stock or Preferred Stock of the Company or any of its Holding Companies (excluding Disqualified Stock), other than:

- (1) public offerings with respect to the Company’s or any Holding Company’s common stock registered on Form S-4, Form F-4 or Form S-8;
- (2) issuances to any Subsidiary of the Company; and
- (3) any such public or private sale or issuance that constitutes an Excluded Contribution, the Equity Contribution or Excluded Amounts.

“*euro*” means the single currency of participating Member States of the EMU.

“*Euro Equivalent*” means, except as otherwise specifically set forth herein, with respect to any monetary amount in a currency other than euro, at any time of determination thereof by the Company or the Trustee, the amount of euro obtained by converting such currency other than euro involved in such computation into euro at the spot rate for the purchase of euro with the applicable currency other than euro as published in The Financial Times in the “Currency Rates”

section (or, if The Financial Times is no longer published, or if such information is no longer available in The Financial Times, such source as may be selected in good faith by the Company) on the date of such determination.

“*European Government Obligations*” means direct obligations of, or obligations guaranteed by, a Member State of the European Union as in effect on December 31, 2013, and the payment of which the full faith and credit of such Member State of the European Union.

“*European Union*” means all members of the European Union as of January 1, 2004.

“*Euroclear*” means Euroclear Bank SA/NV, or any successor securities clearing agency.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“*Excluded Contribution*” means net cash proceeds, marketable securities or Qualified Proceeds (other than Excluded Amounts) received by the Company after the Original Issue Date from:

- (1) contributions to its common equity capital;
- (2) dividends, distributions, fees and other payments from any joint ventures that are not Restricted Subsidiaries; and
- (3) the sale (other than to a Subsidiary of the Company or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Company) of Capital Stock (other than Disqualified Stock and Designated Preferred Stock) of the Company,

in each case designated as Excluded Contributions pursuant to an Officer’s Certificate executed by the principal financial officer of the Company on the date such capital contributions are made or the date such Equity Interests are sold, as the case may be, which are excluded from the calculation set forth in clause (3) of the first paragraph of the covenant described under “—*Certain Covenants—Limitation on Restricted Payments.*”

“*Existing Cirsa Indebtedness*” means existing Indebtedness of Cirsa and its Subsidiaries that remained in place following the Original Acquisition.

“*fair market value*” shall be determined in good faith by the Company and may be conclusively established by means of an Officer’s Certificate or a resolution of the board of directors of the Company setting out such fair market value as determined by such Officer or such board of directors in good faith.

“*First Lien Obligations*” means Priority Payment Lien Obligations, the Notes Obligations and Pari Passu Lien Indebtedness.

“*Fixed Charge Coverage Ratio*” means, with respect to any Person for any period, the ratio of:

- (a) EBITDA for such Person for such Period to
- (b) Fixed Charges for such Person for such Period;

provided that for the purposes of calculating EBITDA or Fixed Charges for such period, if, as of such date of determination:

- (1) since the beginning of such period the Company or any of its Restricted Subsidiaries has disposed of any company, any business, or any group of assets constituting an operating unit of a business (any such disposition, a “Sale”) or if the transaction giving rise to the need to calculate the Fixed Charge Coverage Ratio is such a Sale, (a) EBITDA for such period will be reduced by an amount equal to the EBITDA (if positive) attributable to the assets which are the subject of such Sale for such period or increased by an amount equal to the EBITDA (if negative) attributable thereto for such period; *provided* that if any such sale constitutes “discontinued operations” in accordance with IFRS, Consolidated Net Income shall be reduced by an amount equal to the Consolidated Net Income (if positive) attributable to such operations for such period or increased by an amount equal to the Consolidated Net Income (if negative) attributable thereto for such period; and (b) the Fixed Charges for such period shall be reduced by an amount equal to the Fixed Charges directly attributable to any Indebtedness of the Company or of any of its Restricted Subsidiaries repaid, repurchased, defeased or otherwise discharged with respect to the Company and its continuing Restricted Subsidiaries in connection with such Sale for such

period (or, if the Capital Stock of any Restricted Subsidiary of the Company is sold, the Fixed Charges for such period directly attributable to the Indebtedness of such Restricted Subsidiary to the extent the Company and its continuing Restricted Subsidiaries are no longer liable for such Indebtedness after such Sale);

- (2) since the beginning of such period, the Company or any of its Restricted Subsidiaries (by merger or otherwise) has made an Investment in any Person that thereby becomes a Restricted Subsidiary of the Company, or otherwise has acquired any company, any business, or any group of assets constituting an operating unit of a business (any such Investment or acquisition, a “Purchase”), including any such Purchase occurring in connection with a transaction causing a calculation to be made hereunder, EBITDA and Fixed Charges for such period will be calculated after giving pro forma effect thereto (including all reasonably anticipated cost savings, operating expense reductions and synergies, in each case, as calculated in good faith by a reasonable financial or accounting officer of the Company consistent with clause (1)(h) of the definition of “EBITDA”), as if such Purchase occurred on the first day of such period; and
- (3) since the beginning of such period, any Person (that subsequently became a Restricted Subsidiary of the Company or was merged or otherwise combined with or into the Company or any of its Restricted Subsidiaries since the beginning of such period) will have made any Sale or any Purchase that would have required an adjustment pursuant to clause (1) or (2) above if made by the Company or any of its Restricted Subsidiaries since the beginning of such period, EBITDA and Fixed Charges for such period will be calculated after giving pro forma effect thereto (including all reasonably anticipated cost savings, operating expense reductions and synergies, in each case, as calculated in good faith by a reasonable financial or accounting officer of the Company consistent with clause (1)(h) of the definition of “EBITDA”), as if such Sale or Purchase occurred on the first day of such period.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest expense on such Indebtedness will be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness for a period equal to the remaining term of such Indebtedness).

For the purposes of this definition, (a) calculations will be as determined in good faith by a responsible financial or accounting officer of the Company (including in respect of cost savings, operating expense reductions and synergies (as calculated in good faith by a reasonable financial or accounting officer of the Company consistent with clause (1)(h) of the definition of “EBITDA”)) as though the full effect of cost savings, operating expense reductions and synergies were realized on the first day of the relevant period and shall also include the reasonably anticipated full run rate cost savings effect (as calculated in good faith by a responsible financial or accounting officer of the Company consistent with clause (1)(h) of the definition of “EBITDA”) of cost savings programs that have been initiated by the Company or its Restricted Subsidiaries as though such cost savings programs had been fully implemented on the first day of the relevant period and (b) in determining the amount of Indebtedness, Disqualified Stock or Preferred Stock outstanding on any date of determination, pro forma effect shall be given to any incurrence, assumption, guarantee, redemption, repayment, repurchase, defeasance or other acquisition, retirement, extinguishment or discharge of Indebtedness, or any issuance or redemption of Disqualified Stock or Preferred Stock, as if such transaction had occurred on the first day of the relevant period, subject, for the avoidance of doubt, to the paragraphs contained in “—*Certain Covenants—Certain Compliance Calculations.*” In calculating the Fixed Charge Coverage Ratio, pro forma effect will not be given to (i) any Indebtedness incurred on the date of determination pursuant to the second paragraph of the covenant set forth in “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*” (other than for the purpose of the calculation of the Fixed Charge Coverage Ratio under clause (14) of such second paragraph) or (ii) the repayment, repurchase, redemption, defeasance or other discharge of any Indebtedness on such date of determination, to the extent that such repayment, repurchase, redemption, defeasance or other discharge is made with the proceeds of Indebtedness incurred pursuant to the second paragraph of the covenant “—*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*”).

“Fixed Charges” means, with respect to any Person for any period, the sum of, without duplication:

- (1) Consolidated Financial Interest Expense of such Person for such period;
- (2) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock during such period; and
- (3) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock during such period.

“*Fixed Rate Applicable Premium*” means, with respect to any New Fixed Rate Note on any redemption date, the excess (to the extent positive) of:

- (a) the present value at such redemption date of (x) the redemption price of such New Fixed Rate Note at February 13, 2026 (such redemption price being set forth in the table appearing above under “—*Optional Redemption—Optional Redemption of the New Fixed Rate Notes*”), plus (y) all required remaining scheduled interest payments due on such New Fixed Rate Note through February 13, 2026 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Bund Rate (subject to a 0.0% floor) as of the date of such redemption notice plus 50 basis points; over
- (b) the outstanding principal amount of such New Fixed Rate Note,

as calculated by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate. For the avoidance of doubt, the calculation of the Fixed Rate Applicable Premium shall not be an obligation or the responsibility of the Trustee, the Paying Agent or the Calculation Agent.

“*Floating Rate Applicable Premium*” means, with respect to any New Floating Rate Note on any redemption date, the excess (to the extent positive) of:

- (a) the present value at such redemption date of (x) 101.0% of the principal amount of the New Floating Rate Note, plus (y) all required remaining scheduled interest payments due on such New Floating Rate Note through July 19, 2024 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Bund Rate (subject to a 0.0% floor) as of the date of such redemption notice plus 50 basis points and assuming that the rate of interest on the New Floating Rate Notes for the period from the redemption date through July 19, 2024 will equal the rate of interest on the New Floating Rate Notes in effect on the date on which the applicable notice of redemption is given; over
- (b) the outstanding principal amount of such New Floating Rate Note,

as calculated by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate. For the avoidance of doubt, the calculation of the Floating Rate Applicable Premium shall not be an obligation or the responsibility of the Trustee, the Paying Agent or the Calculation Agent.

“*Gaming Cash*” means cash legally and beneficially owned by the Company or any of its Restricted Subsidiaries that is not held in a bank account.

“*Giga Acquisition*” refers to the acquisition of the Giga Target Group by Cirsia pursuant to the Giga Acquisition Agreement.

“*Giga Acquisition Agreement*” refers to the share purchase agreement dated April 29, 2019 relating to the sale and purchase of Giga Game System Operation, S.L.U.’s shares and entered into, among others, between Cirsia and Giga Game System S.L.U. (including the annexes and schedules thereto), as it may be amended from time to time.

“*Giga Acquisition Completion Date*” refers to the date of completion of the Giga Acquisition.

“*Giga Target Group*” refers to Giga Game System Operation, S.L.U. and certain of its subsidiaries that form part of the transaction perimeter for the Giga Acquisition.

“*guarantee*” means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations.

“*Guarantee*” means the guarantee by any Guarantor of the Issuer’s Obligations under the Indenture and the Notes.

“*Guarantor*” means (i) the Company and (ii) each Subsidiary of the Company (other than the Issuer) that Guarantees the Notes in accordance with the terms of the Indenture, *provided* that upon release and discharge of such Subsidiary from its Guarantee in accordance with the Indenture, such Subsidiary ceases to be a Guarantor.

“*Hedging Obligations*” means, with respect to any Person, the obligations of such Person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contract, currency swap agreement or similar agreement providing for the transfer, modification or mitigation of interest rate, currency or commodity risks either generally or under specific contingencies.

“*Holder*” means the Person in whose name a Note is registered in the Register, which shall initially be the respective nominee of the common depositary for Clearstream and Euroclear.

“*Holding Company*” means any Person that is a direct or indirect parent company of the relevant Person.

“*IFRS*” means International Financial Reporting Standards (formerly, International Accounting Standards) endorsed from time to time by the European Union or any variation thereof with which the Company or its Restricted Subsidiaries are, or may be, required to comply; *provided*, that at any date after the 2028 Notes Original Issue Date the Company may make an irrevocable election to establish that “IFRS” shall mean IFRS as in effect on a date that is on or prior to the date of such election.

“*Immediate Family Members*” means with respect to any individual, such individual’s child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships), the estates of such individual and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

“*Indebtedness*” means, with respect to any Person on any date of determination (without duplication):

- (1) the principal of indebtedness of such Person for borrowed money;
- (2) the principal of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;
- (3) all reimbursement obligations of such Person in respect of letters of credit, bankers’ acceptances or other similar instruments (the amount of such obligations being equal at any time to the aggregate then undrawn and unexpired amount of such letters of credit or other instruments plus the aggregate amount of drawings thereunder that have been reimbursed) (except to the extent such reimbursement obligations relate to trade payables and such obligations are satisfied within 30 days of incurrence), in each case only to the extent that the underlying obligation in respect of which the instrument was issued would be treated as Indebtedness;
- (4) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (except trade payables), where the deferred payment is arranged primarily as a means of raising finance, which purchase price is due more than one year after the date of placing such property in service or taking final delivery and title thereto;
- (5) Capitalized Lease Obligations of such Person;
- (6) the principal component of all obligations, or liquidation preference, of such Person with respect to any Disqualified Stock or, with respect to any Restricted Subsidiary, any Preferred Stock (but excluding, in each case, any accrued dividends);
- (7) the principal component of all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided*, however, that the amount of such Indebtedness will be the lesser of (a) the fair market value of such asset at such date of determination and (b) the amount of such Indebtedness of such other Persons;
- (8) Guarantees by such Person of the principal component of Indebtedness of other Persons to the extent Guaranteed by such Person; and
- (9) to the extent not otherwise included in this definition, net obligations of such Person under Currency Agreements and Interest Rate Agreements (the amount of any such obligations to be equal at any time to the termination value of such agreement or arrangement giving rise to such obligation that would be payable by such Person at such time).

The amount of Indebtedness of any Person at any time in the case of a revolving credit or similar facility shall be the total amounts of funds borrowed and then outstanding and the amount of reimbursement obligations in respect of letters of credit thereunder. The amount of Indebtedness of any Person at any date shall be determined as set forth above or otherwise provided in the Indenture, and (other than with respect to letters of credit or Guarantees or Indebtedness specified in clause (7) or (8) above) shall equal the amount thereof that would appear on a balance sheet of such Person (excluding any notes thereto) prepared on the basis of IFRS.

Notwithstanding the above provisions, in no event shall the following constitute Indebtedness:

- (1) Contingent Obligations incurred in the ordinary course of business, obligations under or in respect of Qualified Securitization Facilities and accrued liabilities incurred in the ordinary course of business that are not more than 90 days past due;
- (2) in connection with the purchase by the Company or any Restricted Subsidiary of any business, any post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided, however*, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 180 days thereafter;
- (3) any obligations in respect of workers' compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations under any Tax Sharing Agreement, or social security or wage taxes or contributions;
- (4) Subordinated Shareholder Funding;
- (5) prepayments of deposits received from clients or customers in the ordinary course of business;
- (6) obligations under any license, permit, or other approval (or Guarantees given in respect of such obligations) incurred prior to the 2028 Notes Original Issue Date or in the ordinary course of business;
- (7) deferred or prepaid revenues;
- (8) Indebtedness in respect of the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness in respect of standby letters of credit, performance bonds or surety bonds provided by the Company or any of its Restricted Subsidiaries in the ordinary course of business to the extent such letters of credit or bonds are not drawn upon or, if and to the extent drawn upon, are honored in accordance with their terms and if to be reimbursed, are reimbursed no later than the fifth Business Day following receipt by such Person of a demand for reimbursement following payment on the letter of credit or bond;
- (9) Indebtedness incurred by the Company or any of its Restricted Subsidiaries in connection with a transaction where a substantially concurrent Investment is made by the Company or any of its Restricted Subsidiaries in the form of cash deposited with the lender of such Indebtedness, or a Subsidiary or Affiliate thereof, in an amount equal to such Indebtedness. For the avoidance of doubt, if any Indebtedness is excluded pursuant to this clause (9), any associated cash deposited in connection therewith shall not offset the Fixed Charge Coverage Ratio, the Consolidated Secured Debt Ratio or the Consolidated Total Debt Ratio;
- (10) any lease, concession or license of property (or guarantee thereof) which would be considered an operating lease under IFRS as in effect on the Original Issue Date;
- (11) any asset retirement obligations;
- (12) any liability for taxes; or
- (13) any amounts payable to customers for their winnings in our gaming facilities or from our gaming machines or represented by any chips, tokens or other similar tender obtained by our customers for use in our gaming facilities or in our gaming machines.

"Independent Financial Advisor" means an accounting, appraisal or investment banking firm or consultant to Persons engaged in Similar Businesses of internationally recognized standing that is, in the good faith judgment of the Company, qualified to perform the task for which it has been engaged.

"Initial Public Offering" means an Equity Offering of common stock or other common equity interests of the Company or any parent or any successor of the Company or any parent (or following an IPO Pushdown, the entity designated as an "IPO Pushdown Entity" in compliance with the provisions described under "*—IPO Pushdown*") (the "*IPO Entity*") as a result of which, the shares of common stock or other common equity interests of the IPO Entity in such offering are listed on an internationally recognized exchange or traded on an internationally recognized market.

“*Intercompany License Agreement*” means any cost sharing agreement, commission or royalty agreement, license or sub-license agreement, distribution agreement, services agreement, intellectual property rights transfer agreement, any related agreements or other similar agreements, in each case where all parties to such agreement are the Company and/or one or more of its Restricted Subsidiaries.

“*Intercreditor Agreement*” means the Intercreditor Agreement dated June 22, 2018, among the Issuer, the Company, Deutsche Bank Trust Company Americas, as security agent, and the other parties thereto, and acceded to by (i) the Subsidiary Guarantors on October 26, 2018, (ii) Deutsche Trustee Company Limited, as trustee of the 2027 Notes, on May 22, 2019, and (iii) Deutsche Trustee Company Limited, as trustee of the Notes (including the New Notes), on July 19, 2023, as it may be amended from time to time.

“*Interest Rate Agreement*” means, with respect to any Person, any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement to which such Person is party or a beneficiary.

“*Investment Grade Rating*” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s and BBB– (or the equivalent) by S&P, or if the applicable securities are not then rated by Moody’s or S&P an equivalent rating by any other Rating Agency.

“*Investment Grade Securities*” means:

- (1) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (other than Cash Equivalents);
- (2) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Company and its Subsidiaries;
- (3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2) which fund may also hold immaterial amounts of cash pending investment or distribution; and
- (4) corresponding instruments in countries other than the United States customarily utilized for high quality investments.

“*Investments*” means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, trade credit, advances to customers, commission, travel and similar advances to employees, directors, officers, managers and consultants, in each case made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by IFRS to be classified on the balance sheet (excluding the footnotes) of the Company in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property; *provided, however*, that endorsements of negotiable instruments and documents in the ordinary course of business will not be deemed to be an Investment. For purposes of the definition of “Unrestricted Subsidiary” and the covenant described under “—*Certain Covenants—Limitation on Restricted Payments*”:

- (1) “*Investments*” will include the portion (proportionate to the Company’s equity interest in a Restricted Subsidiary of the Company (other than the Issuer) to be designated as an Unrestricted Subsidiary) of the fair market value of the net assets of such Restricted Subsidiary at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary; *provided, however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company will be deemed to continue to have a permanent “Investment” in an Unrestricted Subsidiary in an amount (if positive) equal to (a) the Company’s “Investment” in such Subsidiary at the time of such redesignation less (b) the portion (proportionate to the Company’s equity interest in such Subsidiary) of the fair market value of the net assets of such Subsidiary at the time that such Subsidiary is so re-designated a Restricted Subsidiary of the Company;
- (2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer; and
- (3) if the Company or any of its Restricted Subsidiaries issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary of the Company such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary of the Company, any Investment by the Company or any of its Restricted Subsidiaries in such Person remaining after giving effect thereto shall not be deemed to be a new Investment at such time.

The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced by any dividend, distribution, interest payment, return of capital, repayment or other amount received in Cash Equivalents by the Company or any of its Restricted Subsidiaries in respect of such Investment.

“*Investors*” means, individually or collectively, funds, partnerships, co-investment vehicles and other entities, in each case, owned, managed, controlled or advised by Blackstone Inc. and/or any of its Affiliates, or any of their respective successors.

“*IPO Capitalization*” means an amount equal to (i) the total number of issued and outstanding shares of common stock or common equity interests of the IPO Entity at the time of closing of the IPO Event multiplied by (ii) the price per share at which such shares of common stock or common equity interests are sold in such Initial Public Offering.

“*IPO Event*” means the occurrence of an Initial Public Offering.

“*Issue Date*” means February 13, 2024.

“*Issuer*” means Cirsa Finance International S.à r.l. (formerly, LHMC Finco S.à r.l.) and its successors and assigns.

“*Legal Holiday*” means a Saturday, a Sunday or a day on which commercial banking institutions are not required to be open in the State of New York, United States, London, United Kingdom or Barcelona, Spain, or at the place of payment in respect of the Notes. If a payment date is on a Legal Holiday, payment will be made on the next succeeding day that is not a Legal Holiday and no interest shall accrue for the intervening period.

“*Lien*” means, with respect to any asset, any mortgage, lien (statutory or otherwise), pledge, hypothecation, charge, security interest, preference, priority or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction; *provided*, that in no event shall an operating lease be deemed to constitute a Lien.

“*Limited Condition Transaction*” means (1) any Investment or acquisition (whether by merger, amalgamation, consolidation or other business combination or the acquisition of Capital Stock or otherwise), (2) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of Indebtedness, Disqualified Stock or Preferred Stock requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment and (3) any Restricted Payment requiring irrevocable notice in advance thereof.

“*LTM EBITDA*” means, with respect to any Person, the EBITDA of such Person measured for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of such Person are available, with such pro forma adjustments giving effect to such Indebtedness, Sale, Investment, Purchase or other transaction, as applicable, since the start of such four quarter period as are consistent with the pro forma adjustments set forth in the definition of “Fixed Charge Coverage Ratio.”

“*Management Shareholders*” means the current, future and former employees and members of management (and their Controlled Investment Affiliates and Immediate Family Members) of the Company (or its Holding Companies) who are holders of Equity Interests of any Holding Company of the Company on the 2028 Notes Original Issue Date or will become holders of such Equity Interests in connection with the Original Transactions.

“*Market Capitalization*” means an amount equal to (i) the total number of issued and outstanding shares of common Equity Interests of the IPO Entity on the date of the declaration of a Restricted Payment permitted pursuant to clause (9) of the fourth paragraph of the covenant described under “—*Certain Covenants—Limitation on Restricted Payments*” multiplied by (ii) the arithmetic mean of the closing prices per share of such common Equity Interests on the principal securities exchange on which such common Equity Interests are traded for the 30 consecutive trading days immediately preceding the date of declaration of such Restricted Payment, or, if greater, the IPO Capitalization.

“*Moody’s*” means Moody’s Investors Service, Inc. and any successor to its rating agency business.

“*Net Income*” means, with respect to any Person, the net income (loss) of such Person, determined in accordance with IFRS and before any reduction in respect of Preferred Stock dividends.

“*Net Proceeds*” means the aggregate Cash Equivalents proceeds received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale, including any Cash Equivalents received upon the sale or other disposition of any Designated Non-cash Consideration received in any Asset Sale, net of the direct costs relating to such Asset Sale and the sale or disposition of such Designated Non-cash Consideration, including legal, accounting and investment banking

fees, payments made in order to obtain a necessary consent or required by applicable law, and brokerage and sales commissions, any relocation expenses incurred as a result thereof, other fees and expenses, including title and recordation expenses, taxes paid or payable as a result thereof or any transactions occurring or deemed to occur to effectuate a payment under the Indenture (after taking into account any available tax credits or deductions and any tax sharing arrangements), amounts required to be applied to the repayment of principal, premium, if any, and interest on Senior Indebtedness or amounts required to be applied to the repayment of Indebtedness secured by a Lien on such assets and required (other than required by clause (1) of the second paragraph of “—*Repurchase at the Option of Holders—Asset Sales*”) to be paid as a result of such transaction and any deduction of appropriate amounts to be provided by the Company or any of its Restricted Subsidiaries as a reserve in accordance with IFRS against any liabilities associated with the asset disposed of in such transaction and retained by the Company or any of its Restricted Subsidiaries after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction.

“*Notes*” means the 2028 Notes and the New Notes initially issued on the Issue Date, as well as any Additional Notes.

“*Notes Obligations*” means Obligations in respect of the Notes, the Guarantees and the Indenture.

“*Obligations*” means any principal, interest (including any interest accruing on or subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or non-U.S. law), premium, penalties, fees, indemnifications, reimbursements (including reimbursement obligations with respect to letters of credit and banker’s acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Indebtedness; *provided*, that any of the foregoing (other than principal and interest) shall no longer constitute “Obligations” after payment in full of such principal, interest, premia and other amounts except to the extent such obligations are fully liquidated and non-contingent on or prior to such payment in full.

“*Officer*” means any member of the board of directors, any manager, the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer, the Assistant Treasurer, the Secretary or the Assistant Secretary of a Person or any other officer of such Person designated by any such individuals.

“*Officer’s Certificate*” means a certificate signed on behalf of a Person by an Officer of such Person that meets the requirements set forth in the Indenture.

“*Opinion of Counsel*” means a written opinion (which opinion may be subject to customary assumptions and exclusions) from legal counsel who is reasonably acceptable to the Trustee. The counsel may be an employee of or outside counsel to the Company.

“*Original Acquisition*” means the acquisition of Cirsa’s shares pursuant to the Original Acquisition Agreement.

“*Original Acquisition Agreement*” means the share purchase agreement dated April 27, 2018 relating to the sale and purchase of Cirsa’s shares and made between the Company and the sellers thereunder (including the annexes and schedules thereto), as it may be amended from time to time.

“*Original Completion Date*” means July 3, 2018, the date of completion of the Original Acquisition.

“*Original Issue Date*” means July 2, 2018.

“*Original Transactions*” means the issuance of the 2023 Notes, the entry into the 2023 Notes Proceeds Loan Agreements, the entry into the Senior Credit Facilities and the use of proceeds from any borrowings thereunder, the consummation of the transactions contemplated by the Original Acquisition Agreement (including any adjustment of purchase price, earnout or similar obligation), the payment of transaction costs, fees and expenses and any other transactions in connection with any of the above or incidental thereto.

“*Parent Company*” means any Person so long as such Person directly or indirectly holds 100.0% of the total voting power of the Voting Stock of the Company, and at the time such Person acquired such voting power, no Person and no group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision), including any such group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) (other than any Permitted Holder), shall have beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision), directly or indirectly, of more than 50.0% of the total voting power of the Voting Stock of such Person.

“*Pari Passu Lien Indebtedness*” means the Additional Notes and any additional Secured Indebtedness that is ranked *pari passu* in right of payment with the Notes, is secured by Liens on the Collateral that rank *pari passu* (either by their terms or the terms of the Intercreditor Agreement or any Additional Intercreditor Agreement) with the Liens that secure the Notes and the Guarantees (if any) and is permitted to be incurred pursuant to the terms of the Indenture; *provided*, that (i) the representative of such *Pari Passu Lien Indebtedness* executes a joinder agreement to the Intercreditor Agreement and, if applicable, to the other Collateral Documents, in each case in the form attached thereto, agreeing to be bound thereby and (ii) the Company has designated such Indebtedness as “*Pari Passu Lien Indebtedness*” thereunder.

“*Permitted Asset Swap*” means the substantially concurrent purchase and sale or exchange of Related Business Assets or a combination of Related Business Assets and Cash Equivalents between the Company or any of its Restricted Subsidiaries and another Person; *provided*, that any Cash Equivalents received must be applied in accordance with the covenant described under “—*Repurchase at the Option of Holders—Asset Sales*.”

“*Permitted Business*” means (1) any businesses in activities engaged in by the Company or any of its Subsidiaries on the Original Completion Date or (2) any businesses that are reasonably related, complementary, incidental, ancillary or similar to the foregoing or are reasonable extensions, developments or expansions of any thereof.

“*Permitted Holders*” means any of (i) the Investors, (ii) Management Shareholders, (iii) any Person who is acting solely as an underwriter in connection with a public or private offering of Capital Stock of the Company or any of its Holding Companies, acting in such capacity, and (iv) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; *provided*, that in the case of such group and without giving effect to the existence of such group or any other group, Persons referred to in subclauses (i) through (iii), collectively, have beneficial ownership of more than 50.0% of the total voting power of the Voting Stock of the Company or any of its Holding Companies. Any Person or group whose acquisition of beneficial ownership constitutes (1) a Change of Control in respect of which a Change of Control Offer is made or waived in accordance with the requirements of the Indenture or (2) a Change of Control which is also a Specified Change of Control Event, will thereafter, together with its Affiliates, constitute an additional Permitted Holder.

“*Permitted Intercompany Activities*” means any transactions (A) between or among the Company and its Restricted Subsidiaries that are entered into in the ordinary course of business of the Company and its Restricted Subsidiaries and, in the good faith judgment of the Company are necessary or advisable in connection with the ownership or operation of the business of the Company and its Restricted Subsidiaries, including, but not limited to, (i) payroll, cash management, purchasing, insurance and hedging arrangements; and (ii) management, technology and licensing arrangements; and (B) between or among the Company, its Restricted Subsidiaries and any captive insurance subsidiaries.

“*Permitted Investments*” means:

- (1) any Investment in the Company or any of its Restricted Subsidiaries;
- (2) any Investment in Cash Equivalents or Investment Grade Securities;
- (3) any Investment by the Company or any of its Restricted Subsidiaries in a Person (including, to the extent constituting an Investment, in assets of a Person that represent substantially all of its assets or a division, business unit or product line, including research and development and related assets in respect of any product) that is engaged directly or through entities that will be Restricted Subsidiaries in a Similar Business if as a result of such Investment:
 - (a) such Person becomes a Restricted Subsidiary of the Company; or
 - (b) such Person, in one transaction or a series of related transactions, is amalgamated, merged or consolidated with or into, or transfers or conveys substantially all of its assets (or such division, business unit or product line) to, or is liquidated into, the Company or a Restricted Subsidiary of the Company,

and, in each case, any Investment held by such Person; *provided*, that such Investment was not acquired by such Person in contemplation of such acquisition, merger, amalgamation, consolidation or transfer;

- (4) any Investment in securities or other assets, including earn-outs, not constituting Cash Equivalents or Investment Grade Securities and received in connection with an Asset Sale made pursuant to the first paragraph under “—*Repurchase at the Option of Holders—Asset Sales*” or any other disposition of assets not constituting an Asset Sale;

- (5) any Investment existing on the 2028 Notes Original Issue Date or made pursuant to binding commitments in effect on the 2028 Notes Original Issue Date or an Investment consisting of any extension, modification or renewal of any such Investment or binding commitment existing on the 2028 Notes Original Issue Date; *provided*, that the amount of any such Investment may be increased in such extension, modification or renewal only (a) as required by the terms of such Investment or binding commitment as in existence on the 2028 Notes Original Issue Date (including as a result of the accrual or accretion of interest or original issue discount or the issuance of pay-in-kind securities) or (b) as otherwise permitted under the Indenture;
- (6) any Investment acquired by the Company or any of its Restricted Subsidiaries:
 - (a) consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business;
 - (b) in exchange for any other Investment or accounts receivable, endorsements for collection or deposit held by the Company or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the issuer of such other Investment or accounts receivable (including any trade creditor or customer); or
 - (c) in satisfaction of judgments against other Persons; or
 - (d) as a result of a foreclosure by the Company or any of its Restricted Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;
- (7) Hedging Obligations permitted under clause (10) of the second paragraph of the covenant described under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*;”
- (8) any Investment in a Similar Business having an aggregate fair market value taken together with all other Investments made pursuant to this clause (8) that are at that time outstanding not to exceed the greater of (a) €145.0 million and (b) 37.5% of the LTM EBITDA of the Company (in each case, determined on the date such Investment is made, with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value), plus the amount of any returns (including dividends, payments, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) in respect of such Investments; *provided, however*, that if any Investment pursuant to this clause (8) is made in any Person that is not a Restricted Subsidiary of the Company at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (8);
- (9) Investments the payment for which consists of Equity Interests (other than Disqualified Stock) of the Company, or any of its Holding Companies; *provided*, that such Equity Interests will not increase the amount available for Restricted Payments under clause (3) of the first paragraph under the covenant described under “—*Certain Covenants—Limitation on Restricted Payments*;”
- (10) guarantees of Indebtedness not prohibited by the covenant described under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*;” performance guarantees and Contingent Obligations incurred in the ordinary course of business or consistent with past practice and the creation of Liens on the assets of the Company or any of its Restricted Subsidiaries in compliance with the covenant described under “—*Certain Covenants—Liens*;”
- (11) any transaction to the extent it constitutes an Investment that is permitted by and made in accordance with the provisions of the third paragraph of the covenant described under “—*Certain Covenants—Transactions with Affiliates*” (except transactions described in clauses (2), (5), (10) and (22) of such paragraph);
- (12) Investments consisting of (i) purchases or other acquisitions of inventory, supplies, material or equipment or the leasing, sub-leasing, licensing, sub-licensing, cross-licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons or (ii) the contribution, assignment, licensing, sub-licensing or other Investment of intellectual property or other general intangibles pursuant to any Intercompany License Agreement and any other Investments made in connection therewith;

- (13) Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (13) that are at that time outstanding (without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of cash or marketable securities), not to exceed the greater of (a) €145.0 million and (b) 37.5% of the LTM EBITDA of the Company (in each case, determined on the date such Investment is made, with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value), plus the amount of any returns (including dividends, payments, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) in respect of such Investments; *provided, however*, that if any Investment pursuant to this clause (13) is made in any Person that is not a Restricted Subsidiary of the Company at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (13);
- (14) Investments in or relating to a Securitization Subsidiary that, in the good faith determination of the Company are necessary or advisable to effect any Qualified Securitization Facility (including any contribution of replacement or substitute assets to such subsidiary) or any repurchase obligation in connection therewith;
- (15) advances to, or guarantees of Indebtedness of, employees not in excess of €5.0 million in any calendar year with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum of €10.0 million in any calendar year;
- (16) loans and advances to employees, directors, officers, managers and consultants (a) for business-related travel expenses, moving expenses and other similar expenses or payroll advances, in each case incurred in the ordinary course of business or consistent with past practice or (b) to fund such Person's purchase of Equity Interests of the Company or any Holding Company thereof or in any management equity vehicle so investing in such Equity Interests;
- (17) advances, loans or extensions of trade credit in the ordinary course of business or consistent with past practice by the Company or any of its Restricted Subsidiaries;
- (18) any Investment in any Subsidiary or any joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business or consistent with past practice;
- (19) Investments consisting of purchases and acquisitions of assets or services in the ordinary course of business or consistent with past practice;
- (20) Investments made in the ordinary course of business or consistent with past practice in connection with obtaining, maintaining or renewing client contacts;
- (21) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business or consistent with past practice;
- (22) repurchases of Notes;
- (23) Investments in the ordinary course of business or consistent with past practice consisting of endorsements for collection of deposit and customary trade arrangements with customers consistent with past practice;
- (24) Investments consisting of promissory notes issued by the Company, the Issuer or any Guarantor to future, present or former officers, directors and employees, members of management, or consultants of the Company or any of its Subsidiaries or their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of the Company or any Holding Company thereof, to the extent the applicable Restricted Payment is permitted by the covenant described under "*—Certain Covenants—Limitation on Restricted Payments;*"
- (25) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers arising in the ordinary course of business or consistent with past practice or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

- (26) Investments made in connection with Permitted Intercompany Activities and related transactions;
- (27) Investments in joint ventures of the Company or any of its Restricted Subsidiaries and any Unrestricted Subsidiaries, taken together with all other Investments made pursuant to this clause (27) that are at that time outstanding, not to exceed the greater of (a) €120.0 million and (b) 30.0% of the LTM EBITDA of the Company (in each case, determined on the date such Investment is made, with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value), plus the amount of any returns (including dividends, payments, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) in respect of such investments; and
- (28) Investments made from casualty insurance proceeds in connection with the replacement, substitution, restoration or repair of assets on account of a Casualty Event.

“*Permitted Liens*” means, with respect to any Person:

- (1) pledges, deposits or security by such Person under workmen’s compensation laws, unemployment insurance, employers’ health tax, and other social security laws or similar legislation or other insurance related obligations (including, but not limited to, in respect of deductibles, self-insured retention amounts and premia and adjustments thereto) or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case incurred in the ordinary course of business;
- (2) Liens imposed by law, such as landlords’, carriers’, warehousemen’s, materialmen’s, repairmen’s and mechanics’ Liens, in each case for sums not yet overdue for a period of more than 45 days, or if more than 45 days overdue, that are unfiled and no other action has been taken to enforce such Lien or that are being contested in good faith by appropriate actions or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review if adequate reserves with respect thereto are maintained on the books of such Person in accordance with IFRS;
- (3) Liens for taxes, assessments or other governmental charges not yet overdue (including any Lien imposed by any pension authority or similar Liens) for a period of more than 30 days or not yet payable or subject to penalties for nonpayment or which are being contested in good faith by appropriate actions diligently conducted, if adequate reserves with respect thereto are maintained on the books of such Person in accordance with IFRS;
- (4) Liens in favor of issuers of performance, surety, bid, indemnity, warranty, release, appeal or similar bonds or with respect to other regulatory requirements or letters of credit or bankers acceptances issued, and completion guarantees provided for, in each case, issued pursuant to the request of and for the account of such Person in the ordinary course of its business or consistent with past practice;
- (5) minor survey exceptions, minor encumbrances, ground leases, easements or reservations of, or rights of others for, licenses, rights-of-way, servitudes, sewers, electric lines, drains, telegraph, telephone and cable television lines and other similar purposes, or zoning, building codes or other restrictions (including minor defects and irregularities in title and similar encumbrances) as to the use of Real Properties or Liens incidental, to the conduct of the business of such Person or to the ownership of its properties which were not incurred in connection with Indebtedness and which do not in the aggregate materially interfere with the ordinary conduct of the business of the Company and its Restricted Subsidiaries, taken as a whole, and exceptions on title policies insuring Liens granted on any collateral;
- (6) Liens securing Obligations relating to any Indebtedness permitted to be incurred pursuant to clauses (4), (12) or (13) of the second paragraph of the covenant described under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*;” provided, that (a) Liens securing Obligations relating to any Indebtedness, Disqualified Stock or Preferred Stock permitted to be incurred pursuant to clause (13) relate only to Obligations relating to Refinancing Indebtedness that (x) is secured by Liens on the same assets as the assets that secured the Indebtedness being refinanced or (y) extends, replaces, refunds, refinances, renews or defeases Indebtedness incurred or Disqualified Stock or Preferred Stock issued under clauses (3), (4), (12), (13) or (14) of the second paragraph under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of*

Disqualified Stock and Preferred Stock” so long as the Indebtedness incurred or Disqualified Stock or Preferred Stock originally issued under such clauses was secured on the same assets and (b) Liens securing Obligations relating to any Indebtedness, Disqualified Stock or Preferred Stock to be incurred pursuant to clause (4) of the second paragraph under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*” extend only to the assets so purchased, leased or improved;

- (7) Liens existing on the 2028 Notes Original Issue Date;
- (8) Liens on property or shares of stock or other assets of a Person at the time such Person becomes a Subsidiary; *provided*, that such Liens are not created or incurred in connection with, or in contemplation of, such other Person becoming such a Subsidiary; *provided, further*, that such Liens may not extend to any other property or other assets owned by the Company or any of its Restricted Subsidiaries;
- (9) Liens on property or other assets at the time the Company or a Restricted Subsidiary acquired the property or such other assets, including any acquisition by means of a merger, amalgamation or consolidation with or into the Company or any of its Restricted Subsidiaries; *provided*, that such Liens are not created or incurred in connection with, or in contemplation of, such acquisition, amalgamation, merger or consolidation; *provided, further*, that the Liens may not extend to any other property owned by the Company or any of its Restricted Subsidiaries;
- (10) Liens securing Obligations relating to any Indebtedness or other obligations of a Restricted Subsidiary owing to the Company or another Restricted Subsidiary permitted to be incurred in accordance with the covenant described under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*;”
- (11) Liens securing (x) Hedging Obligations and (y) obligations in respect of Bank Products; *provided* that Hedging Obligations may be Priority Payment Lien Obligations to the extent permitted by such definition;
- (12) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person’s accounts payable or similar trade obligations in respect of bankers’ acceptances or trade letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;
- (13) leases, sub-leases, licenses or sub-licenses granted to others in the ordinary course of business which do not materially interfere with the ordinary conduct of the business of the Company or any of its Restricted Subsidiaries, taken as a whole, and do not secure any Indebtedness, and Liens securing Capitalized Lease Obligations and Purchase Money Obligations incurred in compliance with the terms of the Indenture;
- (14) Liens arising from Uniform Commercial Code (or equivalent statute) financing statement filings regarding operating leases or consignments entered into by the Company and its Restricted Subsidiaries in the ordinary course of business or purported Liens evidenced by the filing of precautionary Uniform Commercial Code financing statements or similar public filings;
- (15) Liens in favor of the Company, the Issuer or any Guarantor;
- (16) Liens on equipment of the Company or any of its Restricted Subsidiaries granted in the ordinary course of business to the Company’s or any of its Restricted Subsidiaries’ clients;
- (17) Liens on accounts receivable, Securitization Assets and related assets incurred in connection with a Qualified Securitization Facility;
- (18) Liens to secure any modification, refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clauses (6), (7), (8), (9), this clause (18) and clause (40) hereof; *provided*, that (a) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements on such property) and proceeds and products thereof, and (b) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (i) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (6), (7), (8), (9), this clause (18) and clause (40) hereof at the time the original Lien became a Permitted Lien under the Indenture, and (ii) an amount necessary to pay any fees and expenses (including original issue discount, upfront fees or similar fees) and premia (including tender

- premia and accrued and unpaid interest), related to such modification, refinancing, refunding, extension, renewal or replacement;
- (19) deposits made or other security provided in the ordinary course of business to secure liability to insurance carriers;
 - (20) Liens (including, for the avoidance of doubt, Liens on Collateral) securing obligations in an aggregate principal amount outstanding which does not exceed the greater of (a) €175.0 million and (b) 40.0% of the LTM EBITDA of the Company (in each case, determined as of the date of such incurrence);
 - (21) security given to a public utility or any municipality or governmental authority when required by such utility or authority in connection with the operations of that Person in the ordinary course of business;
 - (22) Liens securing judgments for the payment of money not constituting an Event of Default under clause (5) under “—*Events of Default and Remedies*;”
 - (23) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;
 - (24) Liens (a) of a collection bank arising under Section 4-210 of the Uniform Commercial Code or any comparable or successor provision on items in the course of collection, (b) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, and (c) in favor of banking institutions arising as a matter of law or under general terms and conditions encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;
 - (25) Liens deemed to exist in connection with Investments in repurchase agreements permitted by the covenant described under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*;”
 - (26) Liens encumbering reasonable customary deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;
 - (27) Liens that are contractual rights of set-off or rights of pledge (a) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (b) relating to pooled deposit or sweep accounts of the Company or any of its Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Company and its Restricted Subsidiaries or (c) relating to purchase orders and other agreements entered into with customers of the Company or any of its Restricted Subsidiaries in the ordinary course of business;
 - (28) Liens securing obligations owed by the Company or any Restricted Subsidiary to any lender under the Senior Credit Facilities or any Affiliate of such a lender in respect of any overdraft and related liabilities arising from treasury, depository and cash management services or any automated clearing house transfers of funds;
 - (29) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;
 - (30) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of goods entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business;
 - (31) Liens solely on any cash earnest money deposits made by the Company or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted by the Indenture;
 - (32) ground leases in respect of Real Property on which facilities owned or leased by the Company or any of its Subsidiaries are located;
 - (33) Liens on insurance policies and the proceeds thereof securing the financing of the premia with respect thereto;

- (34) Liens on Capital Stock of an Unrestricted Subsidiary that secure Indebtedness or other obligations of such Unrestricted Subsidiary;
- (35) Liens on the assets of non-Guarantor Restricted Subsidiaries securing Indebtedness of such Subsidiaries that were permitted by the terms of the Indenture to be incurred;
- (36) Liens (i) on cash advances in favor of (x) the seller of any property to be acquired in an Investment permitted under the Indenture to be applied against the purchase price for such Investment or (y) the buyer of any property to be disposed of to secure obligations in respect of indemnification, termination fee or similar seller obligations or (ii) consisting of an agreement to dispose of any property in a disposition, in each case, solely to the extent such Investment or disposition, as the case may be, would have been permitted on the date of the creation of such Lien;
- (37) any interest or title of a lessor, sub-lessor, franchisor, licensor or sub-licensor or secured by a lessor's, sub-lessor's, franchisor's, licensor's or sub-licensor's interest under leases or licenses entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business, or with respect to intellectual property, software and other technology licenses that is not material to the conduct of the business of the Company and its Restricted Subsidiaries, taken as a whole;
- (38) deposits of cash with the owner or lessor of premises leased and operated by the Company or any of its Subsidiaries in the ordinary course of business of the Company and such Subsidiary to secure the performance of the Company's or such Subsidiary's obligations under the terms of the lease for such premises;
- (39) Liens securing the Notes Obligations relating to Notes issued on the 2028 Notes Original Issue Date (and any Refinancing Indebtedness in respect thereof);
- (40) (x) Liens securing Indebtedness (including Liens securing any Obligations in respect thereof) permitted to be incurred pursuant to the covenant described under "*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*" (including, without limitation, Indebtedness incurred under one or more Credit Facilities), so long as after giving pro forma effect to such incurrence and such Liens, the Consolidated Secured Debt Ratio of the Company and its Restricted Subsidiaries shall be equal to or less than 4.25 to 1.0 for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Lien is incurred; *provided* that, to the extent such Liens are on Collateral, an authorized representative of the holders of such Indebtedness and the Security Agent shall execute (i) a joinder to the Intercreditor Agreement (in the form attached thereto) as a holder of Pari Passu Lien Indebtedness or (ii) an Additional Intercreditor Agreement pursuant to which such representative shall agree with the representatives of First Lien Obligations that the Liens securing such Indebtedness are subordinated to the Liens securing the First Lien Obligations, (y) to the extent not permitted by the preceding clause (x), Liens securing Indebtedness (including Liens securing any Obligations in respect thereof) permitted to be incurred pursuant to clauses (14) and (23) of the second paragraph of the covenant described under the caption "*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*" (including, without limitation, Indebtedness incurred under one or more Credit Facilities and including any Indebtedness incurred to so extend, replace, refund, refinance, renew or defease such Indebtedness, including additional Indebtedness incurred to pay premia (including tender premia), defeasance costs, and accrued interest, fees and expenses in connection therewith); *provided*, that (A) in the case of Indebtedness incurred pursuant to clause (14) of such paragraph, the Consolidated Secured Debt Ratio does not increase on a pro forma basis for the incurrence of such Indebtedness and the application of the proceeds thereof and (B) an authorized representative of the holders of such Indebtedness and the Security Agent shall execute (i) a joinder to the Intercreditor Agreement (in the form attached thereto) as a holder of Pari Passu Lien Indebtedness or (ii) an Additional Intercreditor Agreement pursuant to which such representative shall agree with the representatives of First Lien Obligations that the Liens securing such Indebtedness are subordinated to the Liens securing the First Lien Obligations; and (z) Liens securing any Indebtedness (including Liens securing any Obligations in respect thereof) permitted to be incurred pursuant to the covenant described under "*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*" (including, without limitation, Indebtedness incurred under one or more Credit Facilities), *provided*, that such Liens on Collateral are junior in priority to the Lien granted to the Holders of the Notes and an authorized representative of the holders of such Indebtedness and the Security Agent shall execute an Additional Intercreditor Agreement pursuant to which such representative shall agree with the representatives of First Lien Obligations that the Liens securing such Indebtedness are subordinated to the Liens securing the First Lien Obligations;

- (41) Liens securing obligations in respect of Indebtedness and other Obligations permitted to be incurred pursuant to clause (1) of the second paragraph of the covenant described under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*,” *provided* that such Obligations may be Priority Payment Lien Obligations to the extent permitted by such definition;
- (42) Liens on assets deemed to arise in connection with and solely as a result of the execution, delivery or performance of contracts to sell such assets if such sale is otherwise permitted under the Indenture;
- (43) Liens on any funds or securities held in escrow accounts or similar arrangement established for the purpose of holding proceeds for the benefit of the related holders of debt securities or other Indebtedness issued or incurred after the Original Completion Date, together with any additional funds required in order to fund any mandatory redemption or sinking fund payment on such debt securities or other Indebtedness within 360 days of their issuance or incurrence; *provided* that such Liens do not extend to any assets other than such proceeds and such additional funds;
- (44) mortgages, liens, security interests, restrictions, encumbrances or any other matters of record that have been placed by any developer, landlord or other third party on property over which the Company or any of its Restricted Subsidiaries has easement rights or on any Real Property leased by the Company or any of its Restricted Subsidiaries and subordination or similar agreements relating thereto and (b) any condemnation or eminent domain proceedings or compulsory purchase order affecting Real Property; and
- (45) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

provided, however, that (i) Liens permitted by the clauses (8), (9), (10), (18) (but only as it applies to clauses (8) and (9) of this definition of “Permitted Liens”), (25), (29), (34), (36) and (38) above may not be Liens on the Collateral and (ii) Indebtedness and other Obligations referred to in clause (40) of this definition cannot be secured on property or assets that do not constitute Collateral, unless the Notes are equally and ratably secured.

For purposes of this definition, the term “Indebtedness” shall be deemed to include interest on such Indebtedness. In the event that a Permitted Lien meets the criteria of more than one of the types of Permitted Liens (at the time of incurrence or at a later date), the Company in its sole discretion may divide, classify or from time to time reclassify all or any portion of such Permitted Lien in any manner that complies with the Indenture and such Permitted Lien shall be treated as having been made pursuant only to the clause or clauses of the definition of Permitted Lien to which such Permitted Lien has been classified or reclassified.

“*Person*” means any individual, corporation, limited liability company, partnership (including a limited partnership), joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

“*PIK Notes*” refers to the 7.25%/8.00% Senior Secured PIK Toggle Notes due 2025 issued by LHMC Finco 2 S.à r.l., a parent company of the Issuer, pursuant to an indenture dated October 2, 2019 (the “*PIK Indenture*”). As of September 30, 2023, the outstanding amount of the PIK Notes was €506,127,607.

“*Preferred Stock*” means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

“*Priority Payment Lien Obligations*” means Obligations secured by (x) Liens securing Obligations permitted to be incurred under the Senior Credit Facilities (and any amendments, supplements, modifications, extensions, renewals, restatements, refundings, refinancings or replacements thereof), including any letter of credit facility relating thereto, that was permitted by the terms of the Indenture to be incurred pursuant to clause (1) of the second paragraph of the covenant described under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*,” (y) Liens securing obligations of the Company or any Restricted Subsidiary of the Company in respect of any Bank Products and Hedging Obligations or (z) Liens permitted by clause (28) of the definition of “Permitted Liens,” *provided*, that (A) the representatives of such Priority Payment Lien Obligations shall at all times be parties to or execute joinder agreements (in the forms attached thereto agreeing to be bound thereby) to the Intercreditor Agreement and, if applicable, the other Collateral Documents, and (B) the Company has designated such Indebtedness as “Priority Payment Lien Obligations” thereunder.

“*Proceeds Loan*” means the loan of the proceeds of the New Notes pursuant to the Proceeds Loan Agreement and all loans directly or indirectly replacing or refinancing such loans or a portion thereof.

“Proceeds Loan Agreement” means one or more loan agreements made on or about the Issue Date of the proceeds of the New Notes by the Issuer, as lender, to the Company, as borrower.

“Public Debt” means any Indebtedness consisting of bonds, debentures, notes or other similar debt securities issued in (1) a public offering registered under the Securities Act or (2) a private placement to institutional investors that is underwritten for resale in accordance with Rule 144A or Regulation S under the Securities Act, whether or not it includes registration rights entitling the holders of such debt securities to registration thereof with the SEC for public resale.

“Purchase Money Obligations” means any Indebtedness incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets, and whether acquired through the direct acquisition of such property or assets, or otherwise (including through the purchase of Capital Stock of any Person owning such property or assets).

“Qualified Proceeds” means the fair market value of assets that are used or useful in, or Capital Stock of any Person engaged in, a Similar Business.

“Qualified Securitization Facility” means any Securitization Facility (a) that meets the following conditions: (i) the board of directors or management of the Company shall have determined in good faith that such Securitization Facility is in the aggregate economically fair and reasonable to the Company and (ii) all sales and/or contributions of Securitization Assets and related assets to the applicable Securitization Subsidiary are made at fair market value or (b) constituting a receivables or payables financing or factoring facility.

“Rating Agencies” means Moody’s and S&P or if Moody’s or S&P or both shall not make a rating on the Notes publicly available, an internationally recognized statistical rating agency or agencies, as the case may be, selected by the Company which shall be substituted for Moody’s or S&P or both, as the case may be.

“Real Property” means any and all homes, land, developments, buildings, leaseholds, apartments, fixtures or other real property and related assets.

“Refinancing Transactions” refers to (i) the redemption of the entire outstanding amount of the 2025 Notes issued under the 2019 Indenture, (ii) the distribution to LHMC Finco 2 S.à r.l. in order to repay a portion of the outstanding amount of its PIK Notes issued under the PIK Indenture, (iii) the redemption of a portion of the outstanding amount of the 10.375% 2027 Notes issued under the 2019 Indenture, (iv) the payment of accrued and unpaid interest in respect of the 2025 Notes and the PIK Notes being redeemed and the redemption premium and accrued and unpaid interest in respect of the 10.375% 2027 Notes being redeemed as well as fees and expenses associated with the Offering and (v) the use of the remaining proceeds from the Offering for general corporate purposes.

“Related Business Assets” means assets (other than Cash Equivalents) used or useful in a Similar Business; *provided*, that any assets received by the Company or any of its Restricted Subsidiaries in exchange for assets transferred by the Company or any of its Restricted Subsidiaries shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary of the Company.

“Reserved Indebtedness Amount” has the meaning set forth in the covenant described under the caption “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.*”

“Restricted Investment” means an Investment other than a Permitted Investment.

“Restricted Subsidiary” means, with respect to any Person, at any time, any direct or indirect Subsidiary of such Person that is not then an Unrestricted Subsidiary; *provided*, that upon an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be included in the definition of “Restricted Subsidiary.”

“Revolving Credit Facility” means the revolving credit facility made available under the Senior Credit Facilities Agreement.

“S&P” means Standard & Poor’s, a division of The McGraw-Hill Companies, Inc., and any successor to its rating agency business.

“Sale and Lease-Back Transaction” means any arrangement providing for the leasing by the Company or any of its Restricted Subsidiaries of any real or tangible personal property, which property has been or is to be sold or transferred by the Company or such Restricted Subsidiary to a third Person in contemplation of such leasing.

“SEC” means the U.S. Securities and Exchange Commission.

“*Secured Indebtedness*” means any Indebtedness of the Company or any of its Restricted Subsidiaries secured by a Lien.

“*Securities Act*” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

“*Securitization Assets*” means the accounts receivable, royalty or other revenue streams and other rights to payment and any other assets related thereto subject to a Qualified Securitization Facility and the proceeds thereof.

“*Securitization Facility*” means any of one or more receivables, factoring or securitization financing facilities as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the Obligations of which are non-recourse (except for customary representations, warranties, covenants and indemnities made in connection with such facilities) to the Company or any of its Restricted Subsidiaries (other than a Securitization Subsidiary) pursuant to which the Company or any of its Restricted Subsidiaries sells or grants a security interest in its accounts receivable, payable or Securitization Assets or assets related thereto to either (a) a Person that is not a Restricted Subsidiary of the Company or (b) a Securitization Subsidiary that in turn sells its accounts receivable, payable or Securitization Assets or assets related thereto to a Person that is not a Restricted Subsidiary of the Company.

“*Securitization Fees*” means distributions or payments made directly or by means of discounts with respect to any participation interest issued or sold in connection with, and other fees paid to a Person that is not a Securitization Subsidiary in connection with, any Qualified Securitization Facility.

“*Securitization Subsidiary*” means any Subsidiary formed for the purpose of, and that solely engages only in one or more Qualified Securitization Facilities and other activities reasonably related thereto.

“*Security Agent*” means Deutsche Bank Trust Company Americas, acting in its capacity as security agent under the Indenture, the Intercreditor Agreement and the other Collateral Documents, or any successor thereto in such capacity.

“*Senior Credit Facilities*” means the Revolving Credit Facility.

“*Senior Credit Facilities Agreement*” means the agreement providing for the Senior Credit Facilities, as entered into on June 22, 2018, with, among others, the Issuer as original borrower and guarantor, the Company as original guarantor, Deutsche Bank AG, London Branch, as facility agent, and the Security Agent, including any guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, refundings, refinancings or replacements thereof and any one or more indentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that replace, refund, supplement or refinance any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof (*provided*, that such increase in borrowings is permitted under the caption “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*”) or adds Restricted Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, trustee, lender or group of lenders or holders.

“*Senior Indebtedness*” means:

- (1) all Indebtedness of the Issuer or any Guarantor outstanding under the Senior Credit Facilities, the 2027 Notes, the 2028 Notes and the New Notes and related Guarantees (including interest accruing on or after the filing of any petition in bankruptcy or similar proceeding or for reorganization of the Issuer or any Guarantor (at the rate provided for in the documentation with respect thereto, regardless of whether or not a claim for post-filing interest is allowed in such proceedings)), and any and all other fees, expense reimbursement obligations, indemnification amounts, penalties, and other amounts (whether existing on the 2028 Notes Original Issue Date or thereafter created or incurred) and all obligations of the Issuer or any Guarantor to reimburse any bank or other Person in respect of amounts paid under letters of credit, acceptances or other similar instruments;
- (2) all (x) Hedging Obligations (and guarantees thereof) and (y) obligations in respect of Bank Products (and guarantees thereof); *provided*, that such Hedging Obligations and obligations in respect of Bank Products, as the case may be, are permitted to be incurred under the terms of the Indenture;
- (3) any other Indebtedness of the Issuer or any Guarantor permitted to be incurred under the terms of the Indenture, unless the instrument under which such Indebtedness is incurred expressly provides that it is subordinated in right of payment to the Notes or any related Guarantee; and

- (4) all Obligations with respect to the items listed in the preceding clauses (1), (2) and (3); *provided*, that Senior Indebtedness shall not include:
- (a) any obligation of such Person to the Company or any of its Subsidiaries;
 - (b) any liability for federal, state, local or other taxes owed or owing by such Person;
 - (c) any accounts payable or other liability to trade creditors arising in the ordinary course of business;
 - (d) any Indebtedness or other Obligation of such Person which is subordinate or junior in any respect to any other Indebtedness or other Obligation of such Person; or
 - (e) that portion of any Indebtedness which at the time of incurrence is incurred in violation of the Indenture.

“*Significant Subsidiary*” means any Restricted Subsidiary that would be a “significant subsidiary” as defined in Article 1, Rule 1-02 of Regulation S-X promulgated pursuant to the Securities Act, as such regulation is in effect on the 2028 Notes Original Issue Date.

“*Similar Business*” means (1) any business conducted or proposed to be conducted by the Company or any of its Restricted Subsidiaries on the 2028 Notes Original Issue Date, and any reasonable extension thereof, or (2) any business or other activities that are reasonably similar, ancillary, incidental, complementary or related to, or a reasonable extension, development or expansion of, the businesses in which the Company and its Restricted Subsidiaries are engaged or propose to be engaged on the 2028 Notes Original Issue Date.

“*Specified Change of Control Event*” means the occurrence of any event that would constitute a Change of Control pursuant to the definition thereof; *provided*, that the Consolidated Total Debt Ratio of the Company immediately after the occurrence of such event and giving pro forma effect thereto (including any Indebtedness incurred in connection therewith) would have been equal to or less than 4.1 to 1.00. Notwithstanding the foregoing, only one Specified Change of Control Event shall be permitted under the Indenture after the 2028 Notes Original Issue Date.

“*Subordinated Indebtedness*” means, with respect to the Notes or any Guarantee, as applicable,

- (1) any Indebtedness of the Issuer which is by its terms subordinated in right of payment to the Notes, and
- (2) any Indebtedness of any Guarantor which is by its terms subordinated in right of payment to the Guarantee of such entity of the Notes.

“*Subordinated Shareholder Funding*” means, collectively, any funds provided to the Company or a Restricted Subsidiary by a Holding Company in exchange for or pursuant to any security, instrument or agreement other than Capital Stock, in each case issued to and held by a Holding Company of the Company or a Permitted Holder, including, for the avoidance of doubt, any preferred equity or subordinated loans to be issued by the Company in connection with the Original Transactions, together with any such security, instrument or agreement and any other security or instrument other than Capital Stock issued in payment of any obligation under any Subordinated Shareholder Funding; *provided, however*, that such Subordinated Shareholder Funding:

- (1) does not mature or require any amortization, redemption or other repayment of principal or any sinking fund payment prior to the first anniversary of the maturity of the Notes (other than through conversion or exchange of such funding into Capital Stock (other than Disqualified Stock) of the Company or any funding meeting the requirements of this definition);
- (2) does not require, prior to the first anniversary of the maturity of the Notes, payment of cash interest, cash withholding amounts or other cash gross ups, or any similar cash amounts;
- (3) contains no change of control or similar provisions and does not accelerate and has no right to declare a default or event of default or take any enforcement action or otherwise require any cash payment, in each case, prior to the first anniversary of the maturity of the Notes;
- (4) does not provide for or require any security interest or encumbrance over any asset of the Company or any of its Subsidiaries; and

- (5) pursuant to its terms or pursuant to the Intercreditor Agreement is fully subordinated and junior in right of payment to the Notes pursuant to subordination, payment blockage and enforcement limitation terms which are customary in all material respects for similar funding.

“*Subsidiary*” means, with respect to any Person:

- (1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50.0% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; and
- (2) any partnership, joint venture, limited liability company or similar entity of which
- (a) more than 50.0% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership or otherwise, and
- (b) such Person or any Restricted Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

For the avoidance of doubt, any entity that is owned at a 50.0% or less level (as described above) shall not be a “Subsidiary” for any purpose under the Indenture, regardless of whether such entity is consolidated on the Company’s or any of its Restricted Subsidiaries’ financial statements.

“*Subsidiary Guarantor*” means each Guarantor other than the Company.

“*Support and Services Agreement*” means any management services or similar agreements between certain of the management companies associated with one or more of the Investors or their advisors, if applicable, and the Company (and/or its direct or indirect parent companies) as in effect from time to time.

“*Tax*” means all present and future taxes, levies, imposts, deductions, charges, duties and withholdings and any charges of a similar nature (including any interest, penalties and other liabilities with respect thereto) that are imposed by any government or other taxing authority.

“*Tax Sharing Agreement*” means any tax sharing or profit and loss pooling or similar agreement with customary or arm’s length terms entered into with any Holding Company or Unrestricted Subsidiary, as the same may be amended, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof and of the Indenture.

“*Transaction Expenses*” means any fees or expenses incurred or paid by the Investors, the Company or any of its (or their) Affiliates in connection with the Original Transactions (including payments to officers, employees and directors as change of control payments, severance payments, special or retention bonuses and charges for repurchase or rollover of, or modifications to, stock option, expenses in connection with hedging transactions related to the Senior Credit Facilities and any original issue discount or upfront fees), the Support and Services Agreement, the Indenture, the Senior Finance Documents (as defined in the Senior Credit Facilities Agreement) and the transactions contemplated thereby.

“*U.S. Government Obligations*” means any security that is a direct obligation of, or obligations guaranteed by, the United States of America, and the payment for which the United States of America pledges its full faith and credit.

“*Uniform Commercial Code*” means the Uniform Commercial Code or any successor provision thereof as the same may from time to time be in effect in the State of New York.

“*Unrestricted Subsidiary*” means:

- (1) any Subsidiary of the Company (other than the Issuer) which at the time of determination is an Unrestricted Subsidiary (as designated by the Company, as provided below); and
- (2) any Subsidiary of an Unrestricted Subsidiary.

The Company may designate any Subsidiary of the Company (including any existing Subsidiary and any newly acquired or newly formed Subsidiary, but excluding the Issuer) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Equity Interests or Indebtedness of, or owns or holds any Lien on, any property of, the Company or any Subsidiary of the Company (other than solely any Subsidiary of the Subsidiary to be so designated); *provided* that either (a) the Subsidiary to be so designated has total consolidated assets of €1,000 or less or (b) if the Subsidiary to be so designated has total consolidated assets in excess of €1,000, such designation complies with the covenant described under “—*Certain Covenants—Limitation on Restricted Payments.*” If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of the Company as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock,*” the Company will be in Default of such covenant.

The Company may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that, immediately after giving effect to such designation, (i) no Default shall have occurred and be continuing and (ii) (x) any outstanding Indebtedness of such Unrestricted Subsidiary would be permitted to be incurred by a Restricted Subsidiary under the covenant described under “—*Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*” (including pursuant to clause (14) of the second paragraph thereof treating such redesignation as an acquisition for the purpose of such clause) and shall be deemed to be incurred thereunder and (y) all Liens encumbering the assets of such Unrestricted Subsidiary would be permitted to be incurred by a Restricted Subsidiary under the covenant “—*Certain Covenants—Liens*” and shall be deemed to be incurred thereunder, in each case calculated on a pro forma basis as if such designation had occurred at the beginning of the applicable reference period.

Any such designation by the Company shall be notified by the Company to the Trustee by promptly filing with the Trustee a copy of the resolution of the board of directors of the Company or any committee thereof giving effect to such designation and an Officer’s Certificate certifying that such designation complied with the foregoing provisions.

“*Voting Stock*” of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the board of directors of such Person.

“*Weighted Average Life to Maturity*” means, when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing:

- (1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment; by
- (2) the sum of all such payments;

provided, that for purposes of determining the Weighted Average Life to Maturity of any Indebtedness that is being extended, replaced, refunded, refinanced, renewed or defeased (the “*Applicable Indebtedness*”), the effects of any amortization or prepayments made on such Applicable Indebtedness prior to the date of the applicable extension, replacement, refunding, refinancing, renewal or defeasance shall be disregarded.

“*Wholly Owned Subsidiary*” of any Person means a Subsidiary of such Person, 100.0% of the outstanding Equity Interests of which (other than directors’ qualifying shares and shares issued to foreign nationals as required by applicable law) shall at the time be owned by such Person and/or by one or more Wholly Owned Subsidiaries of such Person.

BOOK-ENTRY; DELIVERY AND FORM

General

The New Notes sold outside the United States in reliance on Regulation S under the U.S. Securities Act will initially be represented by a global note in registered form without interest coupons attached (the “*Regulation S Global Notes*”). The Regulation S Global Notes will be deposited upon issuance with a common depositary and registered in the name of the nominee of the common depositary for the accounts of Euroclear and Clearstream.

The New Notes sold to qualified institutional buyers (“*QIBs*”) in reliance on Rule 144A under the U.S. Securities Act will initially be represented by separate global notes in registered form without interest coupons attached (the “*Rule 144A Global Notes*” and, together with the Regulation S Global Notes, the “*Global Notes*”). The Rule 144A Global Notes will be deposited upon issuance with a common depositary and registered in the name of the nominee of the common depositary for the accounts of Euroclear and Clearstream.

The New Notes may only be offered or sold within the United States pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act.

Ownership of interests in the Global Notes will be limited to persons that have accounts with Euroclear and/or Clearstream, or persons that hold interests through such participants. Book-Entry Interests will be shown on, and transfers thereof will be effected only through, records maintained in book-entry form by Euroclear and Clearstream and their participants. The Book-Entry Interests in the Global Notes will be issued only in denominations of €100,000 and integral multiples of €1,000 in excess thereof. Except under the limited circumstances described below, Book-Entry Interests will not be issued in definitive certificated form.

Book-Entry Interests will be shown on, and transfers thereof will be done only through, records maintained in book-entry form by Euroclear and/or Clearstream, as applicable, and their participants. The laws of some jurisdictions, including certain states of the United States, may require that certain purchasers of securities take physical delivery of such securities in definitive certificated form. The foregoing limitations may impair the ability to own, transfer or pledge Book-Entry Interests. In addition, while the New Notes are in global form, holders of Book-Entry Interests will not receive physical delivery of the New Notes in certificated form and will not be considered the owners or “holders” of New Notes for any purpose.

So long as the New Notes are held in global form, Euroclear and/or Clearstream, as applicable (or their respective nominees), will be considered the sole holders of the Global Notes for all purposes under the Indenture governing the New Notes. In addition, participants must rely on the procedures of Euroclear or Clearstream, as applicable, and indirect participants must rely on the procedures of Euroclear or Clearstream, as applicable, and the participants through which they own Book-Entry Interests, to transfer their interests or to exercise any rights of holders of New Notes under the Indenture.

None of the Company, the Issuer, the Trustee, any of the Agents, nor any of their respective agents will have any responsibility, or be liable, for any aspect of the records relating to the Book-Entry Interests.

Redemption of the Global Notes

In the event that any Global Note (or any portion thereof) is redeemed, Euroclear and/or Clearstream, as applicable, will distribute the amount received by it in respect of the Global Note so redeemed to the holders of the Book-Entry Interests in such Global Note from the amount received by it in respect of the redemption of such Global Note. The redemption price payable in connection with the redemption of such Book-Entry Interests will be equal to the amount received by Euroclear and/or Clearstream, as applicable, in connection with the redemption of such Global Note (or any portion thereof). We understand that, under the existing practices of Euroclear and Clearstream, if fewer than all of the New Notes are to be redeemed at any time, Euroclear and/or Clearstream will credit their respective participants’ accounts on a proportionate basis (with adjustments to prevent fractions) or by lot or on such other basis as they deem fair and appropriate unless otherwise required by law or applicable stock exchange or depositary requirements; *provided, however*, that no Book-Entry Interest of less than €100,000 principal amount may be redeemed in part.

Payments on Global Notes

We will make payments of any amounts owing in respect of the Global Notes (including principal, premium, if any, and interest) to the Paying Agent. The Paying Agent will, in turn, make such payments to the common depositary for Euroclear and/or Clearstream, which will distribute such payments to participants in accordance with their respective procedures. We will make payments of all such amounts without deduction or withholding for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature, except as may be required by law and as described under “*Description of the Notes.*” If any such deduction or withholding is required to be made, then, to the extent

described under “*Description of the Notes*” above, we will pay additional amounts as may be necessary in order for the net amounts received by any holder of the Global Notes or owner of Book-Entry Interests after such deduction or withholding to equal the net amounts that such holder or owner would have otherwise received in respect of such Global Note or Book-Entry Interest, as the case may be, absent such withholding or deduction. We expect that standing customer instructions and customary practices will govern payments by participants to owners of Book-Entry Interests held through such participants.

Under the terms of the Indenture, the Issuer, the Trustee, the Agents or any of their respective agents will treat the registered holders of the Global Notes (i.e. the common depository or its nominee) as the owner thereof for the purpose of receiving payments and for all other purposes. Consequently, none of the Issuer, the Trustee, the Agents or any of their respective agents has or will have any responsibility or liability for:

- any aspect of the records of Euroclear, Clearstream or any participant or indirect participant relating to, or payments made on account of, a Book-Entry Interest or for maintaining, supervising or reviewing the records of Euroclear, Clearstream or any participant or indirect participant relating to, or payments made on account of, a Book-Entry Interest, or Euroclear, Clearstream or any participant or indirect participant;
- payments made by Euroclear, Clearstream or any participant or indirect participant, or for maintaining, supervising or reviewing the records of Euroclear, Clearstream or any participant or indirect participant relating to payments made on account of a Book-Entry Interest; or
- Euroclear, Clearstream or any participant or indirect participant.

Payments by participants to owners of Book-Entry Interests held through participants are the responsibility of such participants as is now the case with securities held for the accounts of subscribers registered in “stock name.”

Currency of payment for the Global Notes

The principal of, premium, if any, and interest on, and all other amounts payable in respect of the Global Notes will be paid to holders of interests in such New Notes through Euroclear and/or Clearstream in euro.

Action by owners of Book-Entry Interests

Euroclear and Clearstream have advised us that they will take any action permitted to be taken by a holder of New Notes only at the direction of one or more participants to whose account the Book-Entry Interests are credited and only in respect of such portion of the aggregate principal amount of New Notes as to which such participant or participants has or have given such direction. Euroclear and Clearstream will not exercise any discretion in the granting of consents, waivers or the taking of any other action in respect of the Global Notes.

Transfers

Transfers between participants in Euroclear and Clearstream will be effected in accordance with Euroclear and Clearstream rules and will be settled in immediately available funds. If a holder of New Notes requires physical delivery of Definitive Registered Notes for any reason, including to sell New Notes to persons in jurisdictions that require physical delivery of securities or to pledge such New Notes, such holder of New Notes must transfer its interests in the Global Notes in accordance with the normal procedures of Euroclear and Clearstream and in accordance with the procedures set out in the Indenture.

The Global Notes will have a legend to the effect set out under “*Transfer Restrictions*.” Book-Entry Interests in the Global Notes will be subject to the restrictions on transfers and certification requirements discussed under “*Transfer Restrictions*.”

Rule 144A Book-Entry Interests may be transferred to a person who takes delivery in the form of a Regulation S Book-Entry Interest only upon delivery by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made in accordance with Regulation S or Rule 144 under the U.S. Securities Act or any other exemption (if available under the U.S. Securities Act).

Regulation S Book-Entry Interests may be transferred to a person who takes delivery in the form of Rule 144A Book-Entry Interests denominated in the same currency only upon delivery by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made to a person who the transferor reasonably believes is a QIB within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A or otherwise in accordance with the transfer restrictions described under “*Transfer Restrictions*” and in accordance with any applicable securities laws of any other jurisdiction.

In connection with transfers involving an exchange of a Regulation S Book-Entry Interest for a Rule 144A Book-Entry Interest, appropriate adjustments will be made to reflect a decrease in the principal amount of the Regulation S Global Note and a corresponding increase in the principal amount of the Rule 144A Global Note.

Definitive Registered Notes may be transferred and exchanged for Book-Entry Interests in a Global Note only as described under the Indenture and, if required, only if the transferor first delivers to the Registrar a written certificate (in the form provided in the Indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such New Notes. See “*Transfer Restrictions*.”

Any Book-Entry Interest in one of the Global Notes that is transferred to a person who takes delivery in the form of a Book-Entry Interest in any other Global Note will, upon transfer, cease to be a Book-Entry Interest in the first mentioned Global Note and become a Book-Entry Interest in such other Global Note, and accordingly will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in such other Global Note for as long as it remains such a Book-Entry Interest.

Definitive Registered Notes

Under the terms of the Indenture, owners of the Book-Entry Interests will receive Definitive Registered Notes:

- if Euroclear or Clearstream, as applicable, notifies the Issuer that it is unwilling or unable to continue to act as depositary and a successor depositary is not appointed by us within 120 days; or
- if the owner of a Book-Entry Interest requests such an exchange in writing delivered through Euroclear or Clearstream, as applicable, following an Event of Default under the Indenture and enforcement action is being taken in respect thereof.

In the case of the issuance of Definitive Registered Notes, the holder of a Definitive Registered Note may transfer such New Note by surrendering it to the registrar or transfer agent. In the event of a partial transfer or a partial redemption of a holding of Definitive Registered Notes represented by one Definitive Registered Note, a Definitive Registered Note will be issued to the transferee in respect of the part transferred and a new Definitive Registered Note in respect of the balance of the holding not transferred or redeemed will be issued to the transferor or the holder, as applicable; *provided* that no Definitive Registered Note in a denomination less than €100,000 will be issued. We will bear the cost of preparing, printing, packaging and delivering the Definitive Registered Notes.

We will not be required to register the transfer or exchange of Definitive Registered Notes for a period of 15 calendar days preceding (i) the record date for any payment of interest on the New Notes, (ii) any date fixed for redemption of the New Notes or (iii) the date fixed for selection of the New Notes to be redeemed in part. Also, we are not required to register the transfer or exchange of any New Notes selected for redemption or which the holder has tendered (and not withdrawn) for repurchase in connection with a change of control offer. In the event of the transfer of any Definitive Registered Note, the Trustee, the transfer agents and the registrars may require a holder, among other things, to furnish appropriate endorsements and transfer documents as described in the Indenture. We may require a holder to pay any taxes and fees required by law and permitted by the Indenture and the New Notes.

If Definitive Registered Notes are issued and a holder thereof claims that such Definitive Registered Note has been lost, destroyed or wrongfully taken, or if such Definitive Registered Note is mutilated and is surrendered to the registrar or at the office of the transfer agent, we will issue and the Trustee (or an authentication agent appointed by it) will authenticate a replacement Definitive Registered Note if the Trustee’s and our requirements are met. The Issuer or the Trustee may require a holder requesting replacement of a Definitive Registered Note to furnish an indemnity bond sufficient in the judgment of both to protect themselves, the Trustee or the Paying Agent appointed pursuant to the Indenture from any loss which any of them may suffer if a Definitive Registered Note is replaced. The Issuer may charge for any expenses incurred by us in replacing a Definitive Registered Note.

In case any such mutilated, destroyed, lost or stolen Definitive Registered Note has become or is about to become due and payable, or is about to be redeemed or purchased by the Issuer, pursuant to the provisions of the Indenture, the Issuer in its discretion, may, instead of issuing a new Definitive Registered Note, pay, redeem or purchase such Definitive Registered Note, as the case may be.

Definitive Registered Notes may be transferred and exchanged for Book-Entry Interests in the Global Notes only after the transferor first delivers to the Trustee a written certification (in the form provided in the Indenture) to the effect that such transfer will comply with the transfer restrictions applicable to such notes. Please see “*Transfer Restrictions*.”

Payment of principal, any repurchase price, premium and interest on Definitive Registered Notes will be payable at the office of the Issuer’s Paying Agent in London.

To the extent permitted by law, the Issuer, the Trustee, the Agents and their respective agents shall be entitled to treat the registered holder of any Global Note as the absolute owner thereof and no person will be liable for treating the registered holder as such. Ownership of the Global Notes will be evidenced through registration from time to time at the registered office of the registrar, and such registration is a means of evidencing title to the New Notes.

The Issuer will not impose any fees or other charges in respect of the New Notes; however, owners of the Book-Entry Interests may incur fees normally payable in respect of the maintenance and operation of accounts in Euroclear and Clearstream as applicable.

Information concerning Euroclear and Clearstream

All Book-Entry Interests will be subject to the operations and procedures of Euroclear and/or Clearstream, as applicable. We provide the following summaries of those operations and procedures solely for the convenience of investors. The operations and procedures of each settlement system are controlled by that settlement system and may be changed at any time. Neither we, the Trustee, the Agents nor the Initial Purchasers are responsible for those operations or procedures.

We understand as follows with respect to Euroclear and Clearstream. Euroclear and Clearstream hold securities for participating organizations. They also facilitate the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants. Euroclear and Clearstream provide various services to their participants, including the safekeeping, administration, clearance, settlement, lending and borrowing of internationally traded securities. Euroclear and Clearstream interface with domestic securities markets. Euroclear and Clearstream participants are financial institutions such as underwriters, securities brokers and dealers, banks, trust companies and certain other organizations. Indirect access to Euroclear and Clearstream is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Euroclear or Clearstream participant, either directly or indirectly.

Because Euroclear and Clearstream can only act on behalf of participants, who in turn act on behalf of indirect participants and certain banks, the ability of an owner of a beneficial interest to pledge such interest to persons or entities that do not participate in the Euroclear or Clearstream systems, or otherwise take actions in respect of such interest, may be limited by the lack of a definitive certificate for that interest. The laws of some jurisdictions require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer beneficial interests to such persons may be limited. In addition, owners of beneficial interests through the Euroclear or Clearstream systems will receive distributions attributable to the 144A Global Notes only through Euroclear or Clearstream participants.

Global Clearance and Settlement under the Book-Entry System

The New Notes represented by the Global Notes are expected to be listed on the Official List of the Luxembourg Stock Exchange. Transfers of interests in the Global Notes between participants in Euroclear and Clearstream will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Although Euroclear and Clearstream currently follow the foregoing procedures in order to facilitate transfers of interests in the Global Notes among participants in Euroclear or Clearstream, as the case may be, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or modified at any time. None of us, the Trustee or the Paying Agent will have any responsibility for the performance by Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Initial Settlement

Initial settlement for the New Notes will be made in euros. Book-Entry Interests owned through Euroclear or Clearstream accounts will follow the settlement procedures applicable to conventional Eurobonds in registered form. Book-Entry Interests will be credited to the securities custody accounts of Euroclear and Clearstream on the business day following the settlement date against payment for value on the settlement date.

Secondary Market Trading

The Book-Entry Interests will trade through participants of Euroclear or Clearstream and will settle in same-day funds. Since the purchase determines the place of delivery, it is important to establish at the time of trading of any Book-Entry Interests where both the purchaser's and the seller's accounts are located to ensure that settlement can be made on the desired value date.

Trustee's Powers

In considering the interests of the holders of the New Notes, while title of the New Notes is registered in the name of a nominee of Euroclear or Clearstream, the Trustee may have regard to, and rely on, any information provided to it by that clearing system as to the identity (either individually or by category) of its accountholders with entitlements to the New Notes and may consider such interests as if such accountholders were the holders of the New Notes.

TAX CONSIDERATIONS

Certain Luxembourg tax considerations

The following is a summary of certain material Luxembourg tax consequences of purchasing, owning and disposing of the Notes. It does not purport to be a complete analysis of all possible tax situations that may be relevant to a decision to purchase, own or sell the Notes. It is included herein solely for preliminary information purposes. It is not intended to be, nor should it be construed to be, legal or tax advice. This summary does not allow any conclusion to be drawn with respect to issues not specifically addressed. The following description of Luxembourg tax law is based on the Luxembourg law and regulations in effect and as interpreted by the Luxembourg tax authorities on the date of the Offering Memorandum. These laws and interpretations are subject to change that may occur after such date, even with retroactive or retrospective effect.

Prospective purchasers of the Notes should consult their own tax advisers as to the particular tax consequences of subscribing, purchasing, holding and disposing of the Notes.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax generally encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), the solidarity surcharge (*contribution au fonds pour l'emploi*) as well as personal income tax (*impôt sur le revenu des personnes physiques*). Corporate taxpayers may further be subject to net wealth tax (*impôt sur la fortune*), as well as other duties, levies and taxes. Corporate income tax, municipal business tax, net wealth tax and the solidarity surcharge invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where individual taxpayers act in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

Taxation of the Issuer

Income taxes

The net taxable profits of the Issuer are subject to corporate income tax (“CIT”) and municipal business tax (“MBT”) at ordinary rates in Luxembourg. The taxable profits as determined for CIT purposes are also applicable, with minor adjustments, for MBT purposes. CIT is levied at an effective maximum rate of 18.19% in 2024 (inclusive of the 7% solidarity surcharge) if the taxable basis of the Issuer is above €200,000. MBT is levied at a variable rate according to the municipality in which the company has its registered office (6.75% in the City of Luxembourg). The maximum aggregate CIT and MBT rate consequently amounts to 24.94% in 2024 for companies located in the City of Luxembourg.

Net wealth tax

The Issuer is subject to Luxembourg net wealth tax which is levied at the rate of 0.5% on net assets not exceeding €500 million and at the rate of 0.05% on the portion of the net assets exceeding €500 million. Net wealth is referred to as the unitary value, as determined in principle on January 1 of each year on the basis of the last financial year-end balance sheet. The unitary value is calculated as the difference between (i) assets estimated at their fair market value and (ii) liabilities vis-à-vis third parties. In that respect, liabilities in relation to exempt assets are not deductible in computing the unitary value.

Notwithstanding the above, the Issuer is subject to a minimum net wealth tax which is set at €4,815 for companies having their registered office or central administration in Luxembourg and for which the sum of fixed financial assets, receivables against related companies, transferable securities and cash at bank exceeds cumulatively (i) 90% of their total balance sheet value and (ii) €350,000. Otherwise, the minimum net wealth tax is computed on the basis of their total balance sheet value according to a progressive tax scale varying from €535 to €32,100.

Registration duties

The incorporation of the Issuer through a contribution in cash to its share capital as well as further share capital increase and any other amendment to its articles of association are subject to a fixed registration duty of €75.

Value added tax

There is no Luxembourg value added tax (“VAT”) payable in respect of payments in consideration for the issuance of the Notes or in respect of the payments of interest or principal under the Notes or the transfer of the Notes. Luxembourg

VAT may, however, be payable in respect of fees charged for certain services rendered to the Issuer, if for Luxembourg VAT purposes such services are rendered or are deemed to be rendered in Luxembourg and an exemption from Luxembourg VAT does not apply with respect to such services.

Tax residency of the holders of the Notes

A holder of the Notes will not become resident, nor be deemed to be resident, in Luxembourg solely by virtue of holding and/or disposing of the Notes, or the execution, performance, delivery and/or enforcement of his or her rights thereunder.

Withholding tax

Resident holders of the Notes

Under Luxembourg general tax laws currently in force and subject to the amended law of December 23, 2005 (the “Relibi Law”), there is no withholding tax on payments of principal, premium or interest (paid or accrued) made to Luxembourg resident holders of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by Luxembourg resident holders of the Notes.

Under the Relibi Law, payments of interest made or ascribed by a paying agent established in Luxembourg to or for the immediate benefit of an individual beneficial owner who is resident of Luxembourg, will be subject to a withholding tax of 20%. This withholding tax also applies on accrued or capitalized interest received upon disposal, redemption or repurchase of the Notes. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his or her private wealth. Responsibility for the withholding tax is assumed by the Luxembourg paying agent.

Non-resident holders of the Notes

Under the Luxembourg tax law currently in effect, there is no withholding tax on payments of interest (including accrued but unpaid interest) made to a Luxembourg non-resident holder of the Notes. There is also no Luxembourg withholding tax upon repayment of the principal, sale, refund or redemption of the Notes.

Taxation of the holders of the Notes

Income tax

Resident holders of the Notes

Luxembourg resident individuals

An individual holder of the Notes, acting in the course of the management of his or her private wealth, is subject to Luxembourg income tax in respect of interest received, redemption premiums or issue discounts under the Notes, except if (i) a final withholding tax has been levied on such payments in accordance with the Relibi Law, or (ii) the individual holder of the Notes has opted for the application of a 20% levy in full discharge of income tax in accordance with the Relibi Law, which applies if a payment of interest has been made or ascribed by a paying agent established in an EU Member State of the European Union other than Luxembourg, or in a Member State of the European Economic Area other than a Member State of the European Union. In such case, the 20% levy is calculated on the same amounts as for the payments made by Luxembourg paying agents. The option for the 20% final levy must cover all interest payments made by the foreign paying agent to the Luxembourg resident individual beneficial owner during the entire civil year. Responsibility for the declaration and payment of the 20% levy is assumed by the Luxembourg resident individual beneficial owner of the payment.

Under Luxembourg domestic tax law, gains realized upon the sale, disposal or redemption of the Notes by an individual holder of the Notes, who is a resident of Luxembourg for tax purposes and who acts in the course of the management of his or her private wealth, are not subject to Luxembourg income tax, *provided* this sale or disposal took place more than six months after the acquisition of the Notes and the Notes do not constitute zero coupon notes.

An individual holder of the Notes, who acts in the course of the management of his or her private wealth and who is a resident of Luxembourg for tax purposes, must further include the portion of the gain corresponding to accrued but unpaid interest income in respect of the Notes in his or her taxable income, insofar as the accrued but unpaid interest is indicated separately in the agreement, except if a final withholding tax or levy has been levied in accordance with the Relibi Law.

Luxembourg resident individual holders of the Notes acting in the course of the management of a professional or business undertaking to which the Notes are attributable, must include any interest received or accrued, as well as any gain realized on the sale or disposal of the Notes, in any form whatsoever, in their taxable income for Luxembourg income tax assessment purposes. Taxable gains are defined as the difference between the sale, repurchase or redemption price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes sold or redeemed. If applicable, the tax levied in accordance with the Relibi Law will be credited against their final tax liability.

Luxembourg resident companies

Luxembourg corporate holders of the Notes which are fully taxable companies must include any interest received or accrued, as well as any gain realized on the sale or disposal of the Notes, in their taxable income for Luxembourg income tax assessment purposes. Taxable gains are defined as the difference between the sale, repurchase or redemption price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes sold or redeemed.

Luxembourg resident companies benefiting from a special tax regime

Luxembourg corporate holders of the Notes who benefit from a special tax regime, such as (i) undertakings for collective investment governed by the amended law of December 17, 2010, (ii) specialized investment funds governed by the amended law of February 13, 2007, (iii) family wealth management companies governed by the amended law of May 11, 2007 or (iv) reserved alternative investment funds treated as specialized investment funds for Luxembourg tax purposes and governed by the amended law of July 23, 2016 are exempt from income tax in Luxembourg and profits derived from the Notes, as well as gains realized thereon, are thus not subject to Luxembourg income tax.

Non-resident holders of the Notes

Holders of the Notes who are non-residents of Luxembourg and who have neither a permanent establishment nor a permanent representative in Luxembourg to which or whom the Notes are attributable are not liable to pay any Luxembourg income tax, irrespective of whether they receive payments of principal or interest (including accrued but unpaid interest) or realize capital gains upon redemption, repurchase, sale, disposal or exchange, in any form whatsoever, of any Notes.

Holders of the Notes who are non-residents of Luxembourg and who have a permanent establishment or a permanent representative in Luxembourg to which or whom the Notes are attributable are liable to pay Luxembourg income tax on any interest received or accrued, as well as any reimbursement premium received at maturity and any capital gain realized on the sale or disposal, in any form whatsoever, of the Notes and must include this income in their taxable income for Luxembourg income tax assessment purposes. Taxable gains are determined as being the difference between the sale, repurchase or redemption price and the lower of the cost or book value of the Notes sold or redeemed.

Net wealth tax

Luxembourg resident holders of the Notes and non-resident holders of the Notes who have a permanent establishment or a permanent representative in Luxembourg to which or whom the Notes are attributable, are subject to Luxembourg net wealth tax on such Notes, except if the holder of the Notes is (i) an individual, (ii) an undertaking for collective investment governed by the amended law of December 17, 2010, (iii) a securitization company governed by the amended law of March 22, 2004, (iv) a company governed by the amended law of June 15, 2004 on venture capital vehicles, (v) a specialized investment fund governed by the amended law of February 13, 2007, (vi) a professional pension institution governed by the amended law of July 13, 2005, (vii) a family wealth management company governed by the amended law of May 11, 2007, or (viii) a reserved alternative investment fund governed by the amended law of July 23, 2016.

However, (i) a securitization company governed by the amended law of March 22, 2004, (ii) a company governed by the amended law of June 15, 2004 on venture capital vehicles, (iii) a professional pension institution governed by the amended law of July 13, 2005, and (iv) an opaque reserved alternative investment fund treated as a venture capital fund for Luxembourg tax purposes and governed by the amended law of July 23, 2016 remain subject to minimum net wealth tax.

VAT

There is no Luxembourg VAT payable in respect of payments in consideration for the issuance of the Notes or in respect of the payment of interest or principal under the Notes or the transfer of the Notes to the extent that such payments are linked to the subscription to the Notes and do not, therefore, constitute the consideration received for taxable services supplied.

Other taxes

There is no Luxembourg registration tax, stamp duty or any other similar tax or duty payable in Luxembourg by the holders of the Notes as a consequence of the issuance of the Notes against cash, nor will any of these taxes be payable as a consequence of a subsequent transfer, redemption or repurchase of the Notes (except in case of (i) voluntary registration in Luxembourg or (ii) if the documents related to the Notes are appended to a document that requires mandatory registration in Luxembourg).

Under Luxembourg tax law, where an individual holder of the Notes is a resident of Luxembourg for inheritance tax purposes at the time of his or her death, the Notes are included in his or her taxable base for inheritance tax purposes. On the contrary, no estate or inheritance taxes are levied on the transfer of the Notes upon death of a holder of the Notes in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes at the time of his or her death. Luxembourg gift tax may be due on a gift or donation of the Notes if the gift is recorded in a deed executed before a Luxembourg notary or otherwise registered in Luxembourg.

FATCA

Capitalized terms used in this section should have the meaning as set forth in the FATCA Law (as defined below), unless otherwise provided herein.

The Issuer is subject to the so-called FATCA legislation which generally requires reporting to the U.S. Internal Revenue Service of non-U.S. financial institutions that do not comply with FATCA and direct or indirect ownership by U.S. persons of non-U.S. entities. As part of the process of implementing FATCA, the U.S. government has negotiated intergovernmental agreements with certain foreign jurisdictions which are intended to streamline reporting and compliance requirements for entities established in such foreign jurisdictions and subject to FATCA.

Luxembourg has entered into a Model 1 Intergovernmental Agreement implemented by the Luxembourg law of July 24, 2015, as amended or supplemented from time to time (the “*FATCA Law*”), which requires Financial Institutions located in Luxembourg to report, when required, information on Financial Accounts held by Specified U.S. Persons (the “*FATCA Information*”), if any, to the Luxembourg tax authorities (*administration des contributions directes*).

Under the terms of the FATCA Law, the Issuer is treated as a Luxembourg Reporting Financial Institution. This status imposes on the Issuer the obligation to regularly obtain and verify information on all holders of the Notes. Upon request of the Issuer, all holders of the Notes shall agree to provide certain information, including, in the case of a passive NFFE, information on the Controlling Persons of such NFFE, along with the required supporting documentation. Similarly, each holder of the Notes shall agree to actively send to the Issuer within 30 days any information that would affect its status, as for instance a new mailing address or a new residency address.

The FATCA Law may require the Issuer to disclose the names, addresses and taxpayer identification number (if available) of the holders of the Notes as well as information such as account balances, income and gross proceeds (non-exhaustive list) to the Luxembourg tax authorities for the purposes set out in the FATCA Law. Such information will be relayed by the Luxembourg tax authorities to the U.S. Internal Revenue Service.

Holders of the Notes qualifying as passive NFFEs undertake to inform their Controlling Persons, if applicable, of the processing of their FATCA Information by the Issuer. Additionally, the Issuer is responsible for the processing of personal data and each holder of the Notes has notably a right to access the data communicated to the Luxembourg tax authorities and to correct such data (if necessary). Any data obtained by the Issuer is to be processed in accordance with the applicable data protection legislation.

Although the Issuer will attempt to satisfy any obligation imposed on it to avoid imposition of FATCA withholding tax, no assurance can be given that the Issuer will be able to satisfy these obligations. If the Issuer becomes subject to a withholding tax or penalties as result of the FATCA Law, the value of the Notes held by the holders of Notes may suffer material losses. The failure for the Issuer to obtain the relevant information from each holder of Notes and to transmit it to the Luxembourg tax authorities may trigger the 30% withholding tax to be imposed on payments of U.S. source income as well as penalties.

Any holder of the Notes that fails to comply with the Issuer’s documentation requests may be charged with any taxes and/or penalties imposed on the Issuer as a result of such holder’s failure to provide the information and the Issuer may, in its sole discretion, redeem the Notes of such holder. See also “*Description of the Notes—Redemption for Taxation Reasons.*”

Holders of Notes who invest through intermediaries are reminded to check if and how their intermediaries will comply with this U.S. withholding tax and reporting regime. Holders of Notes should consult a U.S. tax advisor or otherwise seek professional advice regarding the above requirements.

Common Reporting Standard

Capitalized terms used in this section should have the meaning as set forth in the CRS Law (as defined below), unless otherwise provided herein. The Issuer is subject to the Common Reporting Standard (the “*CRS*”) as set out in the Luxembourg law of December 18, 2015, as amended or supplemented from time to time (the “*CRS Law*”) implementing Directive 2014/107/EU which provides for an automatic exchange of financial account information between Member States of the European Union as well as the OECD’s multilateral competent authority agreement on automatic exchange of financial account information signed on October 29, 2014 in Berlin, with effect as of January 1, 2016. Under the terms of the CRS Law, the Issuer is treated as a Luxembourg Reporting Financial Institution. As such, the Issuer is required to annually report to the Luxembourg tax authorities personal and financial information related, *inter alia*, to the identification of, holdings by and payments made to (i) certain holders of Notes qualifying as Reportable Persons and (ii) Controlling Persons of passive non-financial entities (“*NFEs*”) which are themselves Reportable Persons. This information, as exhaustively set out in Annex I of the CRS Law (the “*CRS Information*”), will include personal data related to the Reportable Persons.

The Issuer’s ability to satisfy its reporting obligations under the CRS Law will depend on each holder of Notes providing the Issuer with the CRS Information, along with the required supporting documentary evidence. In this context, the holders of the Notes are hereby informed that, as data controller, the Issuer will process the CRS Information for the purposes as set out in the CRS Law.

Holders of the Notes qualifying as passive NFEs undertake to inform their Controlling Persons, if applicable, of the processing of their CRS Information by the Issuer. Additionally, the Issuer is responsible for the processing of personal data and each holder of the Notes has notably a right to access the data communicated to the Luxembourg tax authorities and to correct such data (if necessary). Any data obtained by the Issuer is to be processed in accordance with the applicable data protection legislation.

The holders of the Notes are further informed that the CRS Information related to Reportable Persons will be disclosed to the Luxembourg tax authorities annually for the purposes set out in the CRS Law. The Luxembourg tax authorities will, under their own responsibility, eventually exchange the reported information to the competent authority of the Reportable Jurisdiction(s). In particular, Reportable Persons are informed that certain operations performed by them will be reported to them through the issuance of statements, and that part of this information will serve as a basis for the annual disclosure to the Luxembourg tax authorities.

Similarly, the holders of the Notes undertake to inform the Issuer within 30 days of receipt of these statements should any included personal data not be accurate. The holders of the Notes further undertake to immediately inform the Issuer of, and provide the Issuer with all supporting documentary evidence of any changes related to the CRS Information after occurrence of such changes.

Although the Issuer will attempt to satisfy any obligation imposed on it to avoid any fines or penalties imposed by the CRS Law, no assurance can be given that the Issuer will be able to satisfy these obligations. If the Issuer becomes subject to fines or penalties as result of the CRS Law, it may impact the Issuer’s ability to make payments under the Notes. Any holder of the Notes that fails to comply with the Issuer’s documentation requests may be charged with any taxes and/or penalties imposed on the Issuer as a result of such holder’s failure to provide the information and the Issuer may, in its sole discretion, redeem the Notes of such holder.

Certain United States federal income tax considerations

The following is a summary of certain United States federal income tax consequences of the purchase, ownership and disposition of the New Notes. This summary deals only with New Notes that are held as capital assets (within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the “*Code*”)) by U.S. holders (as defined below) who purchase the New Notes for cash pursuant to this Offering at their initial offering price.

As used herein, a “*U.S. holder*” means a beneficial owner of the New Notes that is, for United States federal income tax purposes, any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for United States federal income tax purposes) that is created or organized in or under the laws of the United States, any state thereof or the District of Columbia;

- an estate the income of which is subject to United States federal income taxation regardless of its source; or
- a trust if it (i) is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust or (ii) has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person.

If any entity or arrangement classified as a partnership for United States federal income tax purposes holds New Notes, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partnership or a partner in a partnership considering an investment in the New Notes, you should consult your own tax advisors.

This summary does not represent a detailed description of the United States federal income tax consequences applicable to you if you are a person subject to special tax treatment under the United States federal income tax laws, including, without limitation:

- a dealer or broker in securities or currencies;
- a financial institution;
- a regulated investment company;
- a real estate investment trust;
- a tax-exempt organization;
- an insurance company;
- an individual retirement account or other tax-deferred account;
- a person holding the New Notes as part of a hedging, integrated, conversion or constructive sale transaction or a straddle;
- a trader in securities that has elected the mark-to-market method of accounting for your securities;
- a person liable for alternative minimum tax;
- a partnership or other pass-through entity (or an investor in such an entity);
- a person required to accelerate the recognition of any item of gross income with respect to the New Notes as a result of such income being recognized on an applicable financial statement;
- a person whose “functional currency” is not the U.S. dollar;
- an investor holding the New Notes in connection with a trade or business conducted outside of the United States;
- a United States citizen or lawful permanent resident living abroad; or
- a United States expatriate.

This summary also assumes that a substantial amount of the New Notes of each series that are sold pursuant to this Offering are purchased by holders other than holders of 2025 Notes or 10.375% 2027 Notes that will be redeemed by the Issuer pursuant to the Refinancing Transactions, and this summary does not address the United States federal income tax considerations that may be relevant to holders of 2025 Notes or 10.375% 2027 Notes that will be redeemed by the Issuer pursuant to the Refinancing Transactions.

This summary is based on the Code, United States Treasury regulations, administrative rulings and judicial decisions as of the date hereof. Those authorities may be changed, possibly on a retroactive basis, so as to result in United States federal income tax consequences different from those summarized below. The Group has not and will not seek any rulings from the Internal Revenue Service (“IRS”) regarding the matters discussed below. There can be no assurance that

the IRS will not take positions concerning the tax consequences of the purchase, ownership or disposition of the New Notes that are different from those discussed below.

This summary does not represent a detailed description of the United States federal income tax consequences to you in light of your particular circumstances and does not address the Medicare contribution tax on net investment income, the effects of any state, local or non-United States tax laws, or other tax considerations that may be relevant to U.S. holders in light of their particular circumstances. It is not intended to be, and should not be construed to be, legal or tax advice to any particular purchaser of New Notes.

If you are considering the purchase of New Notes, you should consult your own tax advisors concerning the particular United States federal income tax consequences to you of the purchase, ownership and disposition of the New Notes, as well as the consequences to you arising under other United States federal tax laws (such as estate or gift tax laws) and the laws of any other taxing jurisdiction.

Qualified reopening

We believe and intend to take the position that the issuance of the New Floating Rate Notes is a “qualified reopening” of the 2028 Floating Rate Notes for United States federal income tax purposes. If the issuance of the New Floating Rate Notes is so treated, then the New Floating Rate Notes issued pursuant to this offering will be deemed to have the same issue date, the same issue price and (with respect to holders) the same adjusted issue price as, and will be fungible for United States federal income tax purposes with, the 2028 Floating Rate Notes. The 2028 Floating Rate Notes had an issue date of July 19, 2023 and an issue price of 98.000% of their stated principal amount. In order for the issuance of the New Floating Rate Notes to be a “qualified reopening” of the 2028 Floating Rate Notes, various factual requirements must be satisfied. We believe that these requirements will be satisfied and that, therefore, the issuance of the New Floating Rate Notes is a “qualified reopening” of the 2028 Floating Rate Notes. However, it is possible that our position may be challenged by a taxing authority and the New Floating Rate Notes may be treated as a separate issuance from the 2028 Floating Rate Notes. The remainder of this discussion assumes that the issuance of the New Floating Rate Notes will be treated as a qualified reopening of the 2028 Floating Rate Notes.

IPO Pushdown

An IPO Pushdown (as defined in “*Description of the Notes*”) could result in a taxable exchange of the New Notes for United States federal income tax purposes, in which case you may recognize gain or loss on the New Notes that you hold at such time (although any such loss may be disallowed) equal to the difference, if any, between the issue price of the deemed newly issued Notes (as determined for United States federal income tax purposes) and your adjusted tax basis in the New Notes, and have a new holding period and tax basis in the New Notes. Any such gain or loss will be taxed under the rules described below under “—*Sale, exchange, retirement, redemption or other taxable disposition of New Notes.*” If the fair market value of the New Notes of a series at the time of such taxable exchange were lower than their stated principal amount by an amount equal to or greater than a statutory *de minimis* amount, the New Notes of such series would generally be treated as newly issued with original issue discount (“OID”) for United States federal income tax purposes, in which case you may be required to include OID as ordinary income as it accrues, on a constant yield to maturity basis, in advance of the receipt of cash and regardless of your regular method of accounting for United States federal income tax purposes. You should consult your tax advisors regarding the potential United States federal income tax consequences to you in the event of an IPO Pushdown.

Pre-issuance accrued interest

The initial offering price for the New Floating Rate Notes will include amounts attributable to unpaid stated interest accrued from January 31, 2024, through the closing date of this offering, which we call “pre-issuance accrued interest.” Pre-issuance accrued interest will be included in the accrued interest to be paid on the New Floating Rate Notes on the first interest payment date after the issuance of the New Floating Rate Notes. For United States federal income tax purposes, you generally may treat the New Floating Rate Notes as having been purchased for a price that does not include any pre-issuance accrued interest, and your initial tax basis in the New Floating Rate Notes would equal the purchase price reduced by such amount. If the New Floating Rate Notes are so treated, the portion of the first stated interest payment equal to the pre-issuance accrued interest will be treated as a non-taxable return of such pre-issuance accrued interest and, accordingly, will not be taxable as interest on the New Floating Rate Notes. However, you generally will be required to recognize exchange gain or loss in an amount equal to the difference, if any, between the U.S. dollar value of the pre-issuance accrued interest at the time of receipt and at the time of purchase, as determined at the spot rate of exchange in effect on each such date. Exchange gain or loss will generally be treated as United States source income or loss.

Payments of stated interest

Subject to the foreign currency rules discussed below, stated interest on a New Note (including any foreign tax withheld and additional amounts paid in respect thereof, but, in the case of the New Floating Rate Notes, excluding any pre-issuance accrued interest excluded from the purchase price of such New Floating Rate Note, as discussed above under “—*Pre-issuance accrued interest*”) will generally be taxable to you as ordinary income at the time it is paid or accrued in accordance with your method of accounting for United States federal income tax purposes.

Subject to certain conditions and limitations (including a minimum holding period requirement), any foreign withholding taxes on interest may be treated as foreign taxes eligible for credit against your United States federal income tax liability. For foreign tax credit purposes, interest income (including any additional amounts) on a New Note will be treated as foreign source income and will generally constitute passive category income. Treasury regulations governing foreign tax credits (the “*Foreign Tax Credit Regulations*”) impose additional requirements for foreign taxes to be eligible for a foreign tax credit, and there can be no assurance that those requirements will be satisfied. However, recent guidance from the IRS indicates that it is considering proposing amendments to the Foreign Tax Credit Regulations and also provides temporary relief from the application of the Foreign Tax Credit Regulations, allowing taxpayers to defer the application of many aspects of these regulations until such time as the IRS provides further guidance. Instead of claiming a foreign tax credit, you may be able to deduct foreign withholding taxes on interest in computing your taxable income, subject to generally applicable limitations under United States law (including that a U.S. holder is not eligible for a deduction for otherwise creditable foreign income taxes paid or accrued in a taxable year if such U.S. holder claims a foreign tax credit for any foreign income taxes paid or accrued in the same taxable year). The rules governing the foreign tax credit and deductions for foreign taxes are complex. You are urged to consult your tax advisors regarding the availability of the foreign tax credit or a deduction under your particular circumstances.

Interest on the New Notes will be payable in euro. If you use the cash basis method of accounting for United States federal income tax purposes, you will be required to include in income (as ordinary income) the U.S. dollar value of the amount of interest received on the New Notes, determined by translating the euro received at the spot rate of exchange on the date such payment is received, regardless of whether the payment is in fact converted into U.S. dollars on such date. You will not recognize exchange gain or loss with respect to the receipt of such payment (other than exchange gain or loss realized on the disposition of euro so received).

If you use the accrual method of accounting for United States federal income tax purposes or if you are otherwise required to accrue interest prior to receipt, you may determine the amount of income recognized with respect to interest on the New Notes in accordance with either of two methods. Under the first method you will be required to include in income (as ordinary income) for each taxable year the U.S. dollar value of the interest that has accrued on the New Notes held during such year, determined by translating such interest at the average spot rate of exchange for the period or periods during which such interest accrued or, in the case of an accrual period that spans two taxable years of a U.S. holder, the part of the period within the taxable year. Under the second method, you may elect to translate interest income at the spot rate of exchange on:

- the last day of the accrual period;
- the last day of the taxable year if the accrual period straddles your taxable year; or
- the date the interest payment is received if such date is within five business days of the end of the accrual period.

If you elect to use the second method, the election must be consistently applied by you to all debt instruments you hold from year to year and can be changed only with the consent of the IRS. You should consult your tax advisors as to the advisability of making the above election.

In addition, if you use the accrual method of accounting, upon receipt of an interest payment on a New Note (including, upon the sale or other taxable disposition of a New Note, the receipt of proceeds which include amounts attributable to accrued but unpaid interest previously included in income), you will recognize exchange gain or loss in an amount equal to the difference, if any, between the U.S. dollar value of such payment (determined by translating the euro received at the spot rate of exchange on the date such payment is received) and the U.S. dollar value of the interest income you previously included in income with respect to such payment (as determined above), regardless of whether the payment is in fact converted to U.S. dollars at such time. Any such exchange gain or loss will generally be treated as United States source ordinary income or loss.

Original issue discount

As discussed above, we believe and intend to take the position that the issuance of the New Floating Rate Notes is a “qualified reopening” of the 2028 Floating Rate Notes for United States federal income tax purposes. If the issuance of the New Floating Rate Notes is so treated, then the New Floating Rate Notes issued pursuant to this offering will be deemed to have the same issue date, the same issue price and (with respect to holders) the same adjusted issue price as, and will be fungible for United States federal income tax purposes with, the 2028 Floating Rate Notes. Accordingly, because the 2028 Floating Rate Notes were issued with OID, the New Floating Rate Notes will be treated as having been issued with OID for United States federal income tax purposes. As discussed above under “—*Qualified reopening*,” the New Floating Rate Notes will be deemed to have the same issue price and adjusted issue price as the 2028 Floating Rate Notes. For these purposes, the “adjusted issue price” of the 2028 Floating Rate Notes will equal their issue price (i.e., 98.000% of their stated principal amount) increased by any previously accrued OID.

In addition to stated interest on the New Floating Rate Notes, you will, subject to the possible application of rules governing acquisition premium (as discussed below under “—*Acquisition premium*”), be required to include the OID in gross income (as ordinary income) as it accrues, on a constant yield to maturity basis, in advance of the receipt of the cash payment thereof and regardless of your regular method of accounting for United States federal income tax purposes. For foreign tax credit purposes, OID on a New Floating Rate Note will be treated as foreign source income and will generally constitute passive category income.

Subject to the foreign currency rules discussed below, the amount of OID that you must include in income for any taxable year with respect to a New Floating Rate Note will generally equal the sum of the “daily portions” of OID with respect to the New Floating Rate Note for each day during such taxable year on which you held that New Floating Rate Note. The daily portion is determined by allocating to each day in any “accrual period” a pro rata portion of the OID allocable to that accrual period. The “accrual period” for a New Floating Rate Note may be of any length and may vary in length over the term of the New Floating Rate Note, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs on the first day or the final day of an accrual period. The amount of OID allocable to any accrual period other than the final accrual period is an amount equal to the excess, if any, of (i) the New Floating Rate Note’s “adjusted issue price” at the beginning of the accrual period multiplied by its yield to maturity, determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period, over (ii) the aggregate of all stated interest allocable to the accrual period. OID allocable to a final accrual period is the difference between the amount payable at maturity, other than a payment of stated interest, and the adjusted issue price at the beginning of the final accrual period. Under these rules, you generally will have to include in income increasingly greater amounts of OID in successive accrual periods.

The “adjusted issue price” of a New Floating Rate Note at the beginning of any accrual period is equal to its issue price increased by the accrued OID for each prior accrual period (including, for these purposes, any prior accruals of OID on the 2028 Floating Rate Notes). Since the 2028 Floating Rate Notes bear a floating rate of stated interest, both the “yield to maturity” and the amount of stated interest in any accrual period were initially determined, solely for purposes of calculating the accrual of OID, as though the 2028 Floating Rate Notes will bear stated interest in all periods at a fixed rate generally equally to the rate that would be applicable to stated interest payments on the 2028 Floating Rate Notes on their date of issue. Such assumptions will also be used to determine accruals of OID on the New Floating Rate Notes. To the extent the stated interest actually accrued or paid on a New Floating Rate Note during an accrual period exceeds (or is less than) the stated interest to be accrued or paid during the accrual period based on such fixed rate, such difference will be accounted for tax purposes as an adjustment to stated interest and will have no effect on the computation of OID.

OID will be determined for any accrual period in euro and then translated into U.S. dollars, in accordance with either of the two alternative methods discussed above under “—*Payments of stated interest*” for interest recognized by a U.S. holder that uses the accrual method of accounting. You will recognize exchange gain or loss when OID is paid on a New Floating Rate Note (including, upon the sale or other taxable disposition of a New Floating Rate Note, the receipt of amounts attributable to OID previously included in income) to the extent of the difference, if any, between the U.S. dollar value of such payment (determined by translating the euro received at the spot rate of exchange on the date such payment is received) and the U.S. dollar value of the accrued OID (as determined above), regardless of whether the payment is in fact converted to U.S. dollars at such time. Any such exchange gain or loss will generally be treated as United States source ordinary income or loss. For these purposes, all payments on a New Floating Rate Note will be viewed:

- first, as payments of any stated interest payable on the New Floating Rate Note,
- second, as payments of previously accrued OID (to the extent thereof), with payments considered made for the earliest accrual periods first, and
- third, as a payment of principal.

The rules governing OID are complex. You are urged to consult your own tax advisors regarding the application of these rules in light of your particular circumstances.

Acquisition premium

In general, if your initial tax basis in a New Floating Rate Note (generally, your U.S. dollar cost for such New Floating Rate Note, excluding any pre-issuance accrued interest excluded from the purchase price of such New Floating Rate Note, as discussed above under “—*Pre-issuance accrued interest*”) is less than or equal to its stated principal amount, but exceeds the adjusted issue price of such New Floating Rate Note, the amount of such excess is “acquisition premium” for United States federal income tax purposes. If you acquire a New Floating Rate Note with acquisition premium, you may reduce any OID inclusions with respect to such New Floating Rate Note by an amount equal to the amount of OID you would otherwise include in gross income multiplied by a fraction, the numerator of which is the amount of acquisition premium and the denominator of which is the excess of (1) the stated principal amount of such New Floating Rate Note over (2) the adjusted issue price of the New Floating Rate Note. As discussed above under “—*Qualified reopening*,” the New Floating Rate Notes will be deemed to have the same adjusted issue price as the 2028 Floating Rate Notes. For these purposes, the “adjusted issue price” of the 2028 Floating Rate Notes will equal their issue price increased by any previously accrued OID.

Sale, exchange, retirement, redemption or other taxable disposition of New Notes

Upon the sale, exchange, retirement, redemption or other taxable disposition of a New Note, you will generally recognize gain or loss equal to the difference between the amount realized upon the sale, exchange, retirement, redemption or other taxable disposition (less any amount attributable to accrued and unpaid interest (including, with respect to the New Floating Rate Notes, any pre-issuance accrued interest), which will be taxable as described above in “—*Payments of stated interest*”) and your adjusted tax basis in such New Note. Your adjusted tax basis in a New Note will generally be your U.S. dollar cost for that New Note (in the case of the New Floating Rate Notes, excluding any pre-issuance accrued interest excluded from the purchase price of such New Floating Rate Note, as discussed above under “—*Pre-issuance accrued interest*”) and, in the case of a New Floating Rate Note, will be increased by any OID previously included in income with respect to that New Floating Rate Note. If you purchased a New Note with euro, your U.S. dollar cost will generally be the U.S. dollar value of the euro paid for such New Note determined at the spot rate of exchange on the date of such purchase. If your New Note is sold, exchanged, retired, redeemed or otherwise disposed of in a taxable transaction for euro, then your amount realized will generally be the U.S. dollar value of the euro received based on the spot rate of exchange in effect on the date of such sale, exchange, retirement, redemption or other taxable disposition. If, however, you are a cash method taxpayer and the New Notes are traded on an established securities market for United States federal income tax purposes, euro paid or received will be translated into U.S. dollars at the spot rate of exchange on the settlement date of the purchase or sale. If you use the accrual method of accounting for United States federal income tax purposes, you may elect to use the same treatment with respect to the purchase and sale of New Notes traded on an established securities market, *provided* that such election must be applied consistently to all debt instruments held by you from year to year. Such election cannot be changed without the consent of the IRS. If you use the accrual method of accounting and you do not make such election, you will recognize exchange gain or loss upon the taxable disposition of a New Note for euro to the extent that there are exchange rate fluctuations between the disposition date and the settlement date. Any such exchange gain or loss will generally be treated as United States source ordinary income or loss.

Except with respect to gain or loss attributable to changes in exchange rates as discussed below, any gain or loss you recognize will generally be capital gain or loss and will generally be long-term capital gain or loss if you have held the New Note for more than one year at the time of the sale, exchange, retirement, redemption or other taxable disposition. Long-term capital gains of non-corporate U.S. holders (including individuals) are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations. Any gain or loss you recognize on the sale, exchange, retirement, redemption or other taxable disposition of a New Note will generally be treated as United States source gain or loss.

A portion of your gain or loss with respect to the principal amount of a New Note may be treated as exchange gain or loss. Exchange gain or loss will generally be treated as United States source ordinary income or loss. For these purposes, the principal amount of the New Note is your purchase price for the New Note calculated in euro on the date of purchase, and the amount of exchange gain or loss realized is equal to the difference between (i) the U.S. dollar value of the principal amount determined at the spot rate of exchange on the date of the sale, exchange, retirement, redemption or other taxable disposition of the New Note and (ii) the U.S. dollar value of the principal amount determined at the spot rate of exchange on the date you purchased the New Note (or, possibly, in the case of cash basis or electing accrual basis U.S. holders, the settlement dates of such purchase and taxable disposition, *provided* the New Note is traded on an established securities market for United States federal income tax purposes). The amount of exchange gain or loss recognized on the disposition of the New Note (with respect to both principal and accrued interest) will be limited to the amount of overall gain or loss realized on the disposition of the New Note.

Disposition of foreign currency

Your tax basis in euro received as interest on a New Note or on the sale, exchange, retirement, redemption or other taxable disposition of a New Note will be equal to the U.S. dollar value of the euro at the spot rate of exchange in effect on the date the euro are received. Any gain or loss recognized by you on a sale, exchange or other taxable disposition of euro will generally be treated as United States source ordinary income or loss.

Tax return disclosure requirements

United States Treasury regulations issued under the Code meant to require the reporting of certain tax shelter transactions could be interpreted to cover transactions generally not regarded as tax shelters, including certain foreign currency transactions. Under the United States Treasury regulations, certain transactions are required to be reported to the IRS, including, in certain circumstances, a sale, exchange, retirement, redemption or other taxable disposition of a New Note or euro received in respect of a New Note to the extent that such sale, exchange, retirement, redemption or other taxable disposition results in a tax loss in excess of a threshold amount. If you are considering the purchase of New Notes, you should consult your own tax advisors to determine the tax return obligations, if any, with respect to an investment in the New Notes, including any requirement to file IRS Form 8886 (Reportable Transaction Disclosure Statement).

U.S. holders who are individuals and who own “specified foreign financial assets” with an aggregate value in excess of \$50,000 on the last day of the tax year or \$75,000 at any time during the tax year are generally required to file information reports with respect to such assets with their United States federal income tax returns. Depending on the individual’s circumstances, higher threshold amounts may apply. In addition, under certain circumstances, an entity may be treated as an individual for purposes of these rules. “Specified foreign financial assets” include any financial accounts maintained by foreign financial institutions, as well as any of the following but only if they are not held in accounts maintained by financial institutions: (i) stocks and securities issued by non-U.S. persons, (ii) financial instruments and contracts held for investment that have non-U.S. issuers or counterparties and (iii) interests in non-U.S. entities. The New Notes may be treated as specified foreign financial assets, in which case you may be subject to this information reporting regime and required to file IRS Form 8938 listing these assets with your United States federal income tax return. Failure to file information reports may subject you to penalties. You are urged to consult your own tax advisors regarding the application of these rules to your ownership of the New Notes, your obligation (if any) to file information reports with respect to the New Notes and potential penalties for failure to comply.

Backup withholding and information reporting

Generally, information reporting will apply to all payments of interest and principal on a New Note, accruals of OID (in the case of a New Floating Rate Note) and the proceeds from a sale or other disposition of a New Note paid to you, unless you are an exempt recipient and, when required, demonstrate this fact. Additionally, if you fail to provide your taxpayer identification number or, in the case of interest payments, fail either to report in full dividend and interest income or to make certain certifications, you may be subject to backup withholding on any such payments or proceeds.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against your United States federal income tax liability provided the required information is timely furnished to the IRS. You are urged to consult your tax advisors regarding backup withholding and information reporting requirements relating to your ownership and disposition of the New Notes.

Certain Spanish tax considerations

This is a general summary and the Spanish tax consequences as described here may not apply to a holder of Notes. Any potential investors should consult their own tax advisers for more information about the tax consequences of acquiring, owning and disposing of Notes in their particular circumstances.

Payments made by a Guarantor resident in Spain

In the event that the Spanish Tax Authorities take the view that a Spanish Guarantor has validly, legally and effectively assumed all the obligations of the Issuer under the Notes, subject to and in accordance with the Guarantee, they may attempt to impose withholding tax in the Kingdom of Spain on any payments made by the Spanish Guarantor in respect of interest as they may consider that it is Spanish source income.

In such case, Additional Provision One of Law 10/2014 of June 26, on supervision and solvency of credit entities (“Law 10/2014”), would apply to the Notes, *provided* that the Notes are issued by a company which is (i) a tax resident in a country within the European Union, other than a non-cooperative jurisdiction and (ii) whose voting rights are completely held directly by a Spanish entity.

Should Law 10/2014 be applicable, a Spanish Guarantor, in accordance with Law 10/2014 and Royal Decree 1065/2007 of July 27, as amended by Royal Decree 1145/2011, of July 29 (“*Royal Decree 1065/2007*”), would not be obliged to withhold taxes in Spain on any interest paid under the Guarantee to the beneficial owners of the income arising from the Notes (each of them, a Holder, and collectively the Holders), that (i) can be regarded as listed debt securities issued under Law 10/2014 and (ii) are initially registered at a foreign clearing and settlement entity that is recognized under Spanish regulations or under those of another OECD member state, *provided* that the Paying Agent complies with the information procedures described in “—*Certain Spanish Tax Considerations—Disclosure of Information in connection with the Notes*” below.

Therefore, should Law 10/2014 be applicable, the abovementioned exemption from Spanish withholding tax should be applicable (i) while the Notes are represented by Global Notes and the Global Notes are deposited within a common depositary for Euroclear or Clearstream or both, in Luxembourg, upon the compliance by the Paying Agent of the information procedures and (ii) while the Notes are represented by Definitive Registered Notes, upon the submission by the Holder to the relevant Spanish Guarantor prior to the corresponding payment of interest under the Guarantee of a valid certificate of tax residency duly issued by the tax authority of the country of tax residence of the Holder of each certificate, generally being valid for a period of one year beginning on the date of issuance.

In connection with Spanish tax resident Holders and non-Spanish tax resident Holders acting with respect to the Notes through a permanent establishment in Spain, income deriving from the Notes and the Guarantee is subject to tax in Spain.

Disclosure of Information in connection with the Notes

In accordance with section 5 of Article 44 of Royal Decree 1065/2007 and *provided* that the Notes are initially registered for clearance and settlement in Euroclear or Clearstream or both, in Luxembourg, the Paying Agent would be obliged to provide the Guarantor in relation to payments made under the Guarantee with a declaration which should include the following information:

- (i) description of the Notes (and date of payment of the interest income derived from such Notes);
- (ii) total amount of interest derived from the Notes; and
- (iii) total amount of interest allocated to each non-Spanish clearing and settlement entity involved.

According to section 6 of Article 44 of Royal Decree 1065/2007, the relevant declaration will have to be provided to the Spanish Guarantor on the business day immediately preceding each interest payment date. If this requirement is complied with, the Spanish Guarantor will pay gross (without deduction of any withholding tax) all interest under the Notes to all Holders (irrespective of whether they are tax resident in Spain).

Despite the fact that the Paying Agent were to fail to provide the information detailed above, the Issuer shall pay gross (without deduction of any withholding tax) all interest payable under the Notes to all the Holders (whether they are resident in Spain or not).

Certain Mexican tax considerations

Pursuant to the Mexican Income Tax Law, Federal Tax Code (*Código Fiscal de la Federación*) and their regulations currently in effect (collectively, the “*Mexican Income Tax Laws*”), payments of interest on the Notes (including payments of principal in excess of the issue price of the Notes and original issue discount, which under the Mexican Income Tax Laws are deemed to be interest) made by the Mexican Subsidiary Guarantors to holders of the Notes could be subject to Mexican withholding tax, at a general rate of 10%, that could change depending on the tax residence of the holder of the Notes, the terms of the Notes and the applicable treaties to avoid double taxation that may be in effect between Mexico and the relevant country. Each holder of the Notes should consult a tax advisor as to the particular Mexican tax consequences in connection with payments made by the Mexican Subsidiary Guarantors.

CERTAIN ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the purchase of the New Notes by (i) “employee benefit plans” within the meaning of Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”) that are subject to Title I of ERISA, (ii) plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “*Code*”) or provisions under any other U.S. or non-U.S. federal, state, local or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, “*Similar Laws*”), and (iii) entities and accounts whose underlying assets are considered to include the assets of any of the foregoing described in (i) and (ii) (each of the foregoing described in clauses (i), (ii) and (iii) referred to as a “*Plan*”).

General Fiduciary Matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (a “*Covered Plan*”) and prohibit certain transactions involving the assets of a Covered Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of such a Covered Plan or the management or disposition of the assets of such a Covered Plan, or who renders investment advice for a fee or other compensation to such a Covered Plan, is generally considered to be a fiduciary of the Covered Plan.

In considering an investment in the New Notes of a portion of the assets of any Plan, a fiduciary should determine whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law relating to a fiduciary’s duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws.

General Prohibited Transaction Matters

Section 406 of ERISA and Section 4975 of the Code prohibit Covered Plans from engaging in specified transactions involving plan assets with persons or entities who are “parties in interest,” within the meaning of ERISA, or “disqualified persons,” within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engaged in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and/or the Code. In addition, the fiduciary of the Covered Plan that engaged in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code.

The acquisition and/or holding of New Notes, including any interest in a New Note, by a Covered Plan with respect to which the Issuer, a Guarantor, an Initial Purchaser, or any of their respective affiliates is considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption. Each statutory, class and individual exemption contains conditions and limitations on its application. Fiduciaries of Covered Plans considering acquiring and/or holding the New Notes (or any interest therein) in reliance on any exemption should carefully review the exemption in consultation with counsel to ensure it is applicable. There can be no assurance that all of the conditions of any exemption will be satisfied, or that an exemption would apply to all transactions that might arise in connection with a Covered Plan’s investment in the New Notes.

Plans such as government plans (as defined in Section 3(32) of ERISA), non-U.S. plans (as defined in Section 4(b)(4) of ERISA) and non-electing church plans (as defined in Section 3(33) of ERISA), while not subject to the fiduciary responsibility provisions of Title I of ERISA or the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code, may nevertheless be subject to Similar Laws. Fiduciaries of such Plans should consult with their legal advisors before acquiring or holding any New Notes or any interest in a New Note.

The New Notes should not be purchased or held by any person investing “plan assets” of any Plan, unless such purchase and holding will not constitute a non-exempt prohibited transaction under ERISA and the Code or similar violation of any applicable Similar Laws. By acceptance of a New Note, each purchaser and subsequent transferee of a New Note will be deemed to have made the representations and warranties set forth in the Transfer Restrictions section of this Offering Memorandum.

The foregoing discussion is general in nature and is not intended to be all inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering purchasing the New Notes on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such investment and whether an exemption would be applicable to the purchase and holding of the New Notes.

Neither this discussion nor anything provided in this Offering Memorandum constitutes investment advice directed at any potential Plan purchasers, and such purchasers of the New Notes should consult with and rely on their own counsel and advisers as to whether an investment in the New Notes accords with applicable law. The sale of the New Notes to any Plan is in no respect a representation by us, an Initial Purchaser or any of our or their respective affiliates or representatives that such an investment meets all relevant legal requirements with respect to investments by Plans generally or any particular Plan, or that such investment is prudent or appropriate for plans generally or any particular Plan.

PLAN OF DISTRIBUTION

Subject to the terms and conditions stated in the purchase agreement dated the date of this Offering Memorandum (the “*Purchase Agreement*”), by and among the Issuer, the Guarantors and each of the Initial Purchasers, each Initial Purchaser has agreed, severally and not jointly, to purchase from the Issuer, and the Issuer has agreed to sell, all of the New Notes pursuant to the terms of the Purchase Agreement.

The Purchase Agreement provides that the obligations of the Initial Purchasers to purchase and accept delivery of the New Notes offered hereby are subject to certain conditions precedent. The Initial Purchasers are obligated to purchase and accept delivery of all the New Notes if any are purchased.

The Initial Purchasers propose to offer the New Notes at the initial offering price to purchasers at the price to investors indicated on the cover page of this Offering Memorandum. After the New Notes are released for sale, the Initial Purchasers may change the offering price and any other selling terms without notice.

Persons who purchase the New Notes from the Initial Purchasers may be required to pay stamp duty, taxes and other charges in accordance with the laws and practice of the country of purchase in addition to the offering price set forth on the cover page hereof.

The New Notes (including the Guarantees) have not been and will not be registered under the U.S. Securities Act. The Initial Purchasers have agreed that they will only offer or sell the New Notes (i) outside the United States to persons who are not U.S. persons (as defined in Regulation S) in offshore transactions in reliance on Regulation S and (ii) in the United States to qualified institutional buyers in reliance on Rule 144A, and in accordance with any applicable securities laws of any state or territory of the United States or any other jurisdiction. The terms used above in this paragraph have the meanings given to them by Regulation S and Rule 144A under the U.S. Securities Act. Resales of the New Notes (including the Guarantees) will be restricted and each purchaser of the New Notes (including the Guarantees) in the United States will be required to make certain acknowledgements, representations and agreements, as described under “*Notice to Investors.*” To the extent any of the Initial Purchasers are not registered broker-dealers in any jurisdiction, any sale of the New Notes in that jurisdiction shall be conducted through a registered broker-dealer in that jurisdiction or as otherwise permitted by applicable law.

In connection with sales outside the United States, the Initial Purchasers have agreed that they will not offer, sell or deliver the New Notes to, or for the account or benefit of, U.S. persons (i) as part of the Initial Purchasers’ distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the Offering or the date the New Notes are originally issued. The Initial Purchasers will send to each distributor, dealer or person to whom it sells such New Notes during such 40-day period a confirmation or other notice setting forth the restrictions on offers and sales of the New Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, with respect to the New Notes initially sold pursuant to Regulation S, until 40 days after the commencement of the Offering, an offer or sale of such New Notes within the United States by a dealer that is not participating in the Offering may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A or pursuant to another exemption from registration under the U.S. Securities Act.

The Issuer and the Guarantors have agreed, subject to certain limited exceptions, that during the period from the date hereof through and including the date that is 60 days after the date of this Offering Memorandum, none of the Issuer or the Guarantors will, without the prior written consent provided for in the Purchase Agreement, offer, sell, contract to sell, or otherwise dispose of, any debt or convertible securities issued or guaranteed by the Issuer or any of the Guarantors that are substantially similar to the New Notes.

The Issuer and the Guarantors have agreed to indemnify the Initial Purchasers and the directors, officers, employees and affiliates of each of the Initial Purchasers against certain liabilities, including liabilities under the U.S. Securities Act, and will contribute to payments that the Initial Purchasers may be required to make in respect thereof. In addition, the Issuer will pay the Initial Purchasers a commission and pay certain fees and expenses relating to the Offering. The Issuer and each Guarantor waives to the fullest extent permitted by applicable law any claims it may have against the Initial Purchasers arising from an alleged breach of fiduciary duty in connection with the Offering.

In connection with the Offering, the Initial Purchasers may purchase and sell the New Notes in the open market. These transactions may include short sales, over-allotments, stabilizing transactions and purchases to cover positions created by short sales or over-allotments. Short sales involve the sale by the Initial Purchasers of a greater number of New Notes than they are required to purchase in the Offering. Stabilizing transactions consist of certain bids or purchases made for the purpose of preventing or retarding a decline in the market price of the New Notes while the Offering is in progress.

In connection with the Offering, Deutsche Bank Aktiengesellschaft (the “*Stabilizing Manager*”), or a person acting on its behalf, may engage in transactions that stabilize, maintain or otherwise affect the price of the New Notes. Specifically, the Stabilizing Manager may bid for and purchase New Notes in the open markets for the purpose of pegging, fixing or maintaining the price of the New Notes. The Stabilizing Manager may also over-allot the Offering, creating a syndicate short position, and may bid for and purchase the New Notes in the open market to cover the syndicate short position. In addition, the Stabilizing Manager may bid for and purchase the New Notes in market-making transactions as permitted by applicable laws and regulations. These activities may stabilize or maintain the respective market price of the New Notes above market levels that may otherwise prevail. The Stabilizing Manager is not required to engage in these activities, and may end these activities at any time. Accordingly, no assurance can be given as to the liquidity of, or trading markets for, the New Notes. See “*Risk Factors—Risks Related to the New Notes, the Guarantees and the Collateral—There may not be an active trading market for the New Notes, in which case your ability to sell the New Notes may be limited.*”

No action has been taken in any jurisdiction, including the United States, by the Issuer, the Guarantors or the Initial Purchasers that would permit a public offering of the New Notes and the Guarantees or the possession, circulation or distribution of this Offering Memorandum or any other material relating to the Group or the New Notes in any jurisdiction where action for this purpose is required. Accordingly, the New Notes and the Guarantees may not be offered or sold, directly or indirectly, and neither this Offering Memorandum nor any other offering material or advertisements in connection with the New Notes may be distributed or published, in or from any country or jurisdiction, except in compliance with any applicable rules and regulations of any such country or jurisdiction. This Offering Memorandum does not constitute an offer to purchase or a solicitation of an offer to sell in any jurisdiction where such offer or solicitation would be unlawful. Persons into whose possession this Offering Memorandum comes are advised to inform themselves about and to observe any restrictions relating to the Offering, the distribution of this Offering Memorandum and the resale of the New Notes. See “*Notice to Investors.*”

Each Initial Purchaser has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available the New Notes to any retail investor in the EEA (and for the purposes of this paragraph the expression “retail investor” means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
- (iii) not a qualified investor as defined in the Prospectus Regulation.

Each Initial Purchaser has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available the New Notes to any retail investor in the United Kingdom (and for the purposes of this paragraph the expression “retail investor” means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in the UK Prospectus Regulation).

Solely for the purposes of each manufacturer’s product approval process in the EEA, the target market assessment in respect of the notes has led to the conclusion that: (i) the target market for the notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the notes (an “*EEA distributor*”) should take into consideration each manufacturer’s target market assessment; however, an EEA distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the notes (by either adopting or refining each manufacturer’s target market assessment) and determining appropriate distribution channels.

Solely for the purposes of the manufacturer’s product approval process in the United Kingdom, the target market assessment in respect of the notes has led to the conclusion that: (i) the target market for the notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“*COBS*”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“*UK MiFIR*”); and (ii) all channels for distribution of the notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the notes (a “*UK distributor*”) should take into consideration the manufacturer’s target market assessment; however, a UK distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “*UK MiFIR Product Governance Rules*”) is responsible for undertaking its own target market assessment in respect of the notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

Issuer will apply to list the New Notes on the Official List of the Luxembourg Stock Exchange and to admit them to trading on the Euro MTF Market; however, the Issuer cannot assure you that the New Notes will be listed or admitted to trading on the Euro MTF Market. The Initial Purchasers have advised the Issuer that they presently intend to make a market in the New Notes as permitted by applicable laws and regulations. The Initial Purchasers are not obliged, however, to make a market in the New Notes and any such market-making may be discontinued at any time at the sole discretion of the Initial Purchasers. Accordingly, no assurance can be given as to the liquidity of, or trading markets for, the New Notes.

We expect that delivery of the New Notes will be made against payment of the New Notes on or about the date specified on the cover page of this Offering Memorandum, which will be ten business days (as such term is used for purposes of Rule 15c6-1 of the Exchange Act) following the date of pricing of the New Notes (this settlement cycle is referred to as “*T+10*”).

The Initial Purchasers and their respective affiliates have from time to time performed certain investment banking and/or other financial services to the Issuer and its affiliates or former affiliates, including, without limitation, hedging activities, for which they received customary fees and reimbursement of expenses. The Initial Purchasers and their respective affiliates may in the future provide investment banking or other financial services to the Issuer or its affiliates, for which they will receive customary fees and reimbursement of expenses. In addition, the Issuer has agreed to pay the Initial Purchasers certain customary fees for their services in connection with this Offering and to reimburse them for certain costs and expenses incurred.

Certain of the Initial Purchasers, and/or their respective affiliates, are acting as arrangers and/or lenders under the Revolving Credit Facility and Deutsche Bank AG, London Branch is acting as agent under the Revolving Credit Facility. Affiliates of Deutsche Bank Aktiengesellschaft are acting as the Trustee and Security Agent. In addition, certain of the Initial Purchasers or their affiliates may enter into hedging arrangements with the Issuer and/or its affiliates. In connection with their services in such capacities, such Initial Purchasers or affiliates will receive customary fees and commissions.

We have engaged Blackstone Securities Partners L.P., an affiliate of Blackstone, to provide certain financial consulting services in connection with this Offering.

From time to time, certain Initial Purchasers, or certain of their affiliates, also engage in securities trading and brokerage activities with respect to securities of the Group and its subsidiaries and affiliates.

In the ordinary course of their business activities, the Initial Purchasers and their affiliates may make or hold a broad range of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or the Issuer’s affiliates. The Initial Purchasers or their affiliates have a lending relationship with us and may hedge their creditor exposure to us consistent with their customary risk management policies.

The Initial Purchasers and their affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

LIMITATIONS ON VALIDITY AND ENFORCEABILITY OF GUARANTEES AND SECURITY

The validity and enforceability of the Guarantees and the Collateral will be subject to certain limitations on enforcement and may be limited under applicable law or subject to certain defenses that may limit its validity and enforceability. The following is a brief description of limitations on the validity and enforceability of the Guarantees and the Collateral and of certain insolvency law considerations in the jurisdictions in which Guarantees or Collateral are being provided. The descriptions below do not purport to be complete or discuss all of the limitations or considerations that may affect the New Notes, the Guarantees or other security interests. Proceedings of bankruptcy, insolvency or a similar event could be initiated in any of these jurisdictions and in the jurisdiction of organization of a future Guarantor of the New Notes. The application of these various laws in multiple jurisdictions could trigger disputes over which jurisdiction's law should apply and could adversely affect your ability to enforce your rights and to collect payment in full under the New Notes, the Guarantees and the security interests in the Collateral. Prospective investors in the New Notes should consult their own legal advisors with respect to such limitations and considerations. If additional collateral is required to be granted in the future pursuant to the Indenture, such collateral will also be subject to limitations and enforceability and validity, which may differ from those discussed below.

European Union

The Issuer and a number of the Group's subsidiaries are incorporated and organized under the laws of, or applicable in, Member States of the European Union.

Pursuant to Regulation (EU) 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings (recast) (the "*Recast EU Insolvency Regulation*"), which became effective as of June 26, 2017, and which will be applicable to insolvency proceedings opened from June 26, 2017, and which applies within the European Union (other than Denmark and other than in respect of certain insurance, credit institution and investment undertakings), the courts of the Member State in which a company's or legal person's "center of main interests" (as that term is used in Article 3(1) of the Recast EU Insolvency Regulation) is situated have jurisdiction to open main insolvency proceedings. The determination of where a company has its center of main interests is a question of fact on which the courts of the different Member States may have differing and even conflicting views. Under Article 4 of the Recast EU Insolvency Regulation, a court that is requested to open insolvency proceedings shall examine, of its own motion, whether it has jurisdiction pursuant to Article 3.

Article 3(1) of the Recast EU Insolvency Regulation states that the center of main interests "shall be the place where the debtor conducts the administration of its interests on a regular basis and which is therefore ascertainable by third parties." Further, Article 3(1) of the Recast EU Insolvency Regulation further provides that "in the case of a company or legal person, the place of the registered office shall be presumed to be the center of its main interests in the absence of proof to the contrary." This gives rise to a rebuttable presumption that in the case of a company, its center of main interests is the place of the company's registered office. That presumption shall only apply if the registered office has not been moved to another Member State within the three-month period prior to the request for the opening of insolvency proceedings. In the case of an individual, the court will normally consider the center of main interests to be the country where the debtor mainly carries out his trade profession or (self) employment. Where the debtor resides in one country but carries out trade in another, it is the country in which the trade is carried out that is considered to be the center of main interests. Where the debtor has no trade or profession, the center of main interests is located in the country in which he habitually resides. This presumption shall only apply if the habitual residence has not been moved to another Member State within the six-month period prior to the request for the opening of insolvency proceedings. Pursuant to Preamble 30 of the Recast EU Insolvency Regulation, in relation to a company, it also should be possible to rebut this presumption where the company's central administration is located in a Member State other than that of its registered office, and where a comprehensive assessment of all the relevant factors establishes, in a manner that is ascertainable by third parties, that the company's actual center of management and supervision and of the management of its interests is located in that other Member State. The courts, in cases concerning the predecessor to the Recast EU Insolvency Regulation, have taken into consideration a number of factors in determining whether the presumption ought to be rebutted when considering the center of main interests of a company, including in particular where board meetings are held, the location where the company conducts the majority of its business or has its head office, where it has its central administration, law governing the main contracts, corporate identity and branding and the location where the majority of the company's creditors are established. It is necessary to consider objective factors that are ascertainable by third parties. A company's center of main interests may change from time to time but is determined for the purposes of deciding which courts have competent jurisdiction to open main insolvency proceedings at the time that the application to open insolvency proceedings is filed.

The Recast EU Insolvency Regulation applies to insolvency proceedings that are collective insolvency proceedings of the types referred to in Annex A to the Recast EU Insolvency Regulation.

If the center of main interests of a company is in one Member State (other than Denmark) under Article 3(2) of the Recast EU Insolvency Regulation, the courts of another Member State (other than Denmark) have jurisdiction to open

insolvency proceedings against that company only if such company has an “establishment” in the territory of such other Member State (such proceedings being referred to as “*territorial insolvency proceedings*”). An “establishment” is defined in Article 2(10) of the Recast EU Insolvency Regulation as “any place of operations where a debtor carries out or has carried out in the 3 month period prior to the request to open main insolvency proceedings a non-transitory economic activity with human means and assets.” The effects of those proceedings shall be restricted to the assets of the debtor situated in the territory of the latter Member State.

Where main proceedings have been opened in the Member State in which the company has its center of main interests, any territorial insolvency proceedings opened subsequently in another Member State in which the company has an establishment shall be referred to as “secondary insolvency proceedings” within the meaning of Article 3(3) of the Recast EU Insolvency Regulation. Where main proceedings in the Member State in which the company has its center of main interests have not yet been opened, territorial insolvency proceedings can be opened in another Member State where the company has an establishment only where either: (a) insolvency proceedings cannot be opened in the Member State in which the company’s center of main interests is situated because of the conditions laid down by the law of the Member State within the territory of which the center of the debtor’s main interests is situated; or (b) the territorial insolvency proceedings are opened (i) at the request of a creditor whose claim arises from or is in connection with the operation of an establishment situated within the territory of the Member State where the opening of territorial proceedings is requested or (ii) a public authority which, under the law of the Member State within the territory of which the establishment is situated, has the right to request the opening of insolvency proceedings.

The courts of all Member States (other than Denmark) must recognize the judgment of the court opening main proceedings and, subject to any exceptions provided for in the Recast EU Insolvency Regulation, that judgment will be given the same effect in the other Member States so long as no secondary proceedings have been opened there. The insolvency practitioner appointed by a court in a Member State that has jurisdiction to open main proceedings (because the company’s center of main interests is there) may exercise the powers conferred on him by the law of that Member State in another Member State (such as to remove assets of the company from that other Member State), subject to certain limitations, so long as no insolvency proceedings have been opened in that other Member State or any preservation measure taken to the contrary further to a request to open insolvency proceedings in that other Member State where the company has assets.

Article 36 of the Recast EU Insolvency Regulation provides for the right to give an undertaking in order to avoid the opening of secondary insolvency proceedings. The insolvency practitioner in the main insolvency proceedings may give a unilateral undertaking to local creditors in respect of the assets located in the Member State in which secondary insolvency proceedings could be opened, that when distributing those assets or the proceeds received as a result of their realization, it will comply with the distribution and priority rights under national law that creditors would have if secondary insolvency proceedings were opened in that Member State. This undertaking shall be approved by the known local creditors. If approved, the undertaking is binding on the estate and a court shall at the request of the insolvency practitioner refuse to open secondary insolvency proceedings if the court is satisfied that the protection of the general interests of the local creditors via the undertaking is sufficient.

The Recast EU Insolvency Regulation also provides for rules to coordinate main and secondary territorial proceedings (Articles 41 et seq.), as well as to coordinate cross-border group insolvencies within the EU (Articles 56 et seq.). In the event that insolvency proceedings concerning two or more members of a group are opened, insolvency practitioners and courts shall cooperate and communicate with any other insolvency practitioner and any other court involved in insolvency proceedings of another member of the group (Articles 56 and 57). Moreover, an insolvency practitioner appointed in insolvency proceedings opened in relation to a member of the group may request group coordination proceedings before any court having jurisdiction over the insolvency proceedings of any member of such group. Such request shall be accompanied notably by, among other things, a proposal as to the person to be nominated as the group coordinator (Article 61).

In the event that the Issuer, the Guarantors or any provider of collateral experiences financial difficulty, it is not possible to predict with certainty in which jurisdiction or jurisdictions insolvency or similar proceedings will be commenced, or the outcome of such proceedings. Applicable insolvency laws may affect the enforceability of the obligations of the Issuer, the Guarantors and the collateral provided by any other company. The insolvency, administration and other laws of the jurisdictions in which the respective companies are organized or operate may be materially different from, or conflict with, each other and there is no assurance as to how the insolvency laws of the potentially involved jurisdictions will be applied in relation to one another.

Furthermore, the EU directive 2019/1023 of the European Parliament and the Council of June 20, 2019 on preventive restructuring frameworks, on discharge of debt and disqualifications, and on measures to increase the efficiency of procedures concerning restructuring, insolvency and discharge of debt, which amends Directive (EU) 2017/1132 (Directive on restructuring and insolvency) (the “*EU Restructuring Directive*”) was published on June 20, 2019.

The objectives of the EU Restructuring Directive are, among other things, to ensure that (i) viable enterprises and entrepreneurs that are in financial difficulty have access to effective national preventive restructuring frameworks that would enable them to continue operating, and (ii) the effectiveness of procedures concerning restructuring, insolvency and discharge of debt is improved, in particular with a view to shortening their length.

The EU Restructuring Directive aims to contribute to the functioning of the internal market and to remove obstacles to the exercise of fundamental freedoms, such as the free movement of capital and freedom of establishment, and to achieve a higher degree of harmonization in the field of restructuring, insolvency, discharge of debt and disqualifications by establishing substantive minimum standards for preventive restructuring procedures as well as for procedures leading to a discharge of debt for entrepreneurs in order to promote a culture that encourages early preventive restructuring to address financial difficulties at an early stage, when it appears likely that insolvency can be prevented and the viability of the business can be ensured. Most notably, the EU Restructuring Directive provides for a framework pursuant to which (a) a stay of individual enforcement actions by creditors against debtors must be introduced by Member States national legislation, (b) all creditor claims shall be grouped into separate classes each of which shall reflect a commonality of interests based on verifiable criteria (at a minimum, creditors of secured and unsecured claims shall be treated in separate classes), (c) creditor claims may be restructured through a restructuring plan to be approved with a majority vote of not more than 75% of the amount of the claims in each class and, where the Member State so requires, a majority in number of affected parties in each class or, where applicable, of the number of affected parties in each class and (d) a cross-class cram-down is introduced whereby a restructuring plan may, under certain conditions, be adopted and bind dissenting creditors even if the creditors of one or more classes do not consent to the restructuring plan with the required majority. In order to be adopted, the plan will need to be confirmed by a judicial or administrative authority that will, in particular, ensure the protection of each type of creditors' rights and compliance with the priority rules governing the adoption of the plan. The transposition of the EU Restructuring Directive into national legislation shall protect new financing and interim financing and may also, subject to Member States' discretion, provide priority ranking to new or interim financing granted in the context of the restructuring.

The EU Restructuring Directive was required to be transposed into national laws or regulations by Member States by July 17, 2021 (with the exception of the provisions relating to the use of electronic means of communication for which the time period for the transposition expires in certain respects on July 17, 2024 or, in others, on July 17, 2026), subject to a maximum one year extension of the transposition period for Member States encountering particular difficulties in implementing the EU Restructuring Directive.

Spain

The terms “*enforceable*,” “*enforceability*,” “*valid*,” “*legal*,” “*binding*” and “*effective*” (or any combination thereof) mean that all the obligations assumed by the relevant party under the relevant documents are of a type enforced by Spanish courts; the terms do not mean that these obligations will necessarily be enforced in all circumstances in accordance with their terms. In particular, enforcement before the Spanish courts will in any event be subject to:

- Financial assistance restrictions

Spanish law imposes a restriction on the granting of guarantees and security interests by Spanish companies such that guarantees or security in respect of the guaranteed obligations shall not include nor extend to any obligations or amounts that would render such guarantees or security interests in contravention of the Spanish Capital Companies Act pursuant to which no Spanish guarantee or security interest may secure any payment, prepayment, repayment or reimbursement obligations derived from any finance document used, or that may be used, for the purposes of payment of certain acquisitions or the payment of any costs or transaction expenses related to, or paying the purchase price for, such acquisitions.

In particular, the Spanish Capital Companies Act prohibits financial assistance: (i) with respect to Spanish public limited companies (*sociedades anónimas*), in relation to the acquisition of their own shares or the shares of any direct or indirect parent company, and (ii) with respect to Spanish private limited companies (*sociedades de responsabilidad limitada*), in relation to the acquisition of their own shares and the shares of any member of their corporate group. Therefore, any guarantee or security interest granted by any company incorporated under the laws of Spain (each a “*Spanish Guarantor*”) shall not extend to any payment obligation incurred by the Issuer for the purpose of acquiring the shares of such Spanish Guarantor or the shares of its parent company or the shares of any member of their corporate group, as applicable, to the extent that such security interest would constitute unlawful financial assistance. Furthermore, any guarantee or security granted by any Spanish company shall not apply to the extent the proceeds are used to repay existing indebtedness of the Issuer if such existing indebtedness was used for the purposes described above. No whitewash procedures are available.

In addition, the Spanish Capital Companies Act may also be interpreted by courts to provide that the financial assistance restrictions referred to above in relation to transactions targeting shares of a Spanish parent company shall also be applicable to its non-Spanish subsidiaries carrying out such transactions.

In accordance with the abovementioned, the Guarantees and the Collateral granted by the Cirsa Group Guarantors incorporated in Spain will be limited to the value of the 2025 Notes, the 2027 Notes, the 2028 Notes and the New Notes (and any additional Notes so long as they do not infringe Spanish financial assistance laws) to the extent the 2027 Notes, the 2028 Notes and the New Notes do not refinance the proceeds from the 2025 Notes that were not used to refinance the Cirsa's Group existing indebtedness, and will not apply to those obligations or liabilities which, if guaranteed, will constitute an infringement of Spanish financial assistance laws in accordance with Articles 143.2 and 150 of the Spanish Capital Companies Act. In addition, under Spanish law, the financial assistance restrictions referred to above in relation to Cirsa Group Guarantors incorporated in Spain may also apply to the Cirsa Group Guarantors that are not incorporated in Spain. The Indenture limits all security over the Collateral granted by the subsidiaries of Cirsa incorporated in Spain (and such limitation may be applicable to all Guarantees of the Cirsa Group Guarantors not incorporated in Spain) to the above-mentioned limitations.

- The nature of the remedies available to the Spanish courts
- Reasonability and justification of risk associated with a guarantee or a security interest

The interpretations of the laws of Spain by the courts may limit the ability of Spanish Guarantors to guarantee the New Notes. Although the law does not establish any limit, certain case law indicates (and certain scholars understand) that risks associated with a guarantee or a security interest provided by a company to secure the indebtedness held by other companies within its corporate group shall be reasonable and economically and operationally justified from the guarantor's own perspective and justified under the corporate interest of such guarantor and all this must be evidenced to the judge.

- Spanish Public policy
- Availability of defenses

The availability of defenses such as (without limitation), set-off (unless validly waived), circumvention of law (*fraude de ley*), abuse in the exercise of rights (*abuso de derecho*), misrepresentation, force majeure, unforeseen circumstances, statute of limitations, undue influence, fraud, duress, abatement and counter-claim.

- Ancillary nature (*principio de accesoriedad*)

Spanish law is based, *inter alia*, on the principle of ancillary nature (*principio de accesoriedad*), by virtue of which a guarantee or a security interest, in general terms, under Spanish law, must secure another obligation to which it is ancillary so the security interest follows the underlying obligation in such a way that nullity of the underlying obligation entails nullity of the security and termination of the underlying obligation entails termination of the security. Therefore, a Guarantee or a Collateral given by a Spanish Guarantor may be deemed null and void under Spanish law in the event that all or part of the Issuer's obligations under the New Notes which are guaranteed by virtue of such Guarantees or Collateral are null or void, and may be affected by any amendment, supplement, waiver, repayment, novation or extinction of the Issuer's obligations under the New Notes.

- Limitation on claims

Under Spanish law, claims may become time-barred (five years since the obligation becomes enforceable being the general term established for obligations *in personam*) or may be or become subject to the defense of set-off or counterclaim. In addition, an extension of maturity granted to a debtor by a creditor without the consent of the guarantor extinguishes the guarantee.

Capitalization

Under Spanish law there are some provisions in relation to a company's capitalization which have to be taken into account when guarantees are enforced. Enforcement of guarantees may cause the amount of the relevant guarantor's net equity (*patrimonio neto*) to fall below half of its share capital and, in such case, the guarantor will need to be wound up (*disolverse*), unless its share capital is increased or decreased in the required amount to reestablish the balance between its net equity and its share capital, and *provided* that it is not required to declare its insolvency.

Corporate Benefit

All acts and transactions performed and carried out by a Spanish company must be in pursuit of and aligned with its corporate benefit and interest. In particular, directors have the duty to act in the best interest of the Spanish company. The absence of a reasonable and justified corporate benefit and interest may constitute grounds to challenge the ability of the Spanish Guarantors to guarantee notes and, in particular, the New Notes. In the context of upstream and cross-stream guarantees, the Spanish Supreme Court has ruled that the subsidiary granting the guarantee or security interest to secure the debt of its parent company or other companies of its group, should receive some kind of consideration or benefit, either directly or indirectly, to compensate the financial burden assumed in the interest of the group. This compensation (i) must be verifiable, even if it is not received simultaneously to the delivery of the guarantee or security; (ii) must be adequate and proportional to the burden assumed by the relevant company in the interest of its group; and (iii) must have an economic value. Furthermore, the action or transaction undertaken in the interest of the group must be justified and must not put the solvency of the subsidiary into jeopardy. Accordingly, transactions undertaken for the benefit of the group may not always be considered consistent with the best interest and corporate benefit of a Spanish company.

First Demand Guarantee

The figure of a first demand guarantee is not specifically regulated in the Spanish Civil Code but its validity and effectiveness has been admitted and regulated by Spanish jurisprudence as an autonomous guarantee, detached from the underlying agreement whose obligations are being guaranteed, acknowledging therefore the validity of the provision pursuant to which the guarantor has renounced to call on exceptions different to those arising from the guarantee. Notwithstanding this, case law has also admitted the possibility that, with certain limitations, the guarantor can object to the guarantee the exception of fraud, bad faith or abuse of right in the events where the beneficiary enforces the guarantee in a fraudulent manner or with bad faith.

Limitation on the ability of Spanish private limited liability companies to guarantee notes

Under the Spanish Companies Act, Spanish companies (both public limited liability companies (*sociedades anónimas* (S.A.) and private limited liability companies (*sociedades de responsabilidad limitada* (S.L.))) (“S.L.s”) may issue and guarantee (or provide security for) numbered series of notes and other securities that recognize or create debt, with certain restrictions. Pursuant to Article 401 of the Spanish Companies Act, the guarantee provided by Spanish guarantors incorporated under the form of private limited liability companies (*sociedades de responsabilidad limitada*), is subject to the following restrictions: (a) S.L.s can only issue and, therefore is interpreted, guarantee notes up to an aggregate maximum amount of twice its own equity (*recursos propios*), unless the issue is secured by a mortgage, a pledge of securities, a public guarantee or a joint guarantee from a credit institution (b) S.L.s are prohibited to issue or guarantee (or provide security for) notes convertible into quota shares (*participaciones sociales*). In respect of the restrictions applicable to private limited liability companies, there is no consistent opinion among scholars and practitioners yet nor case law regarding the interpretation of Article 401 of the Spanish Companies Act in relation to the ability of Spanish private limited liability companies to guarantee notes.

Cirsa International Business Corporation, S.L.U. and Cirsa Interactive Corporation, S.L.U. are S.L.s. and will act as guarantors of the New Notes.

Trust and parallel debt under Spanish law

There is no concept of a “trust” and/or “parallel debt” under Spanish law. If the Security Agent will be the only party entitled to enforce the Guarantees and the Collateral, there is a risk that the Security Agent would not be able to enforce against the full amount owed to creditors for whom it is acting as security agent. This limitation may be overcome if such creditors grant formal powers of attorney in favor of the Security Agent in order for the latter to represent them in the enforcement proceedings. In any proceedings directly brought within the Spanish jurisdiction against any Spanish Guarantor, the concept of “parallel debt” is likely to be questioned by Spanish courts, although there is no precedent where a parallel debt construction has been considered.

Spanish insolvency laws

Concept and petition for insolvency

As a general rule, in the event of an insolvency of any of the Spanish Guarantors, insolvency proceedings may be initiated in Spain and governed by Spanish law (provided that the “centre of main interests” of the Spanish Guarantors is considered to be located in Spain) in accordance with the Spanish Insolvency Act, as further amended, which regulates court insolvency proceedings.

The insolvency laws of Spain may not be as favorable to your interests as creditors as the laws of the United States, the United Kingdom or other jurisdictions which you may be familiar with. The following is a brief description of certain aspects of the insolvency laws of Spain (recast insolvency act, approved by Spanish Royal Legislative Decree 1/2020 of May 5, the “*Spanish Insolvency Act*”) and of various extraordinary resolutions including, among others, Royal Decree Law 34/2020 (*Real Decreto-ley 34/2020, de 17 de noviembre, de medidas urgentes de apoyo a la solvencia empresarial y al sector energético, y en materia tributaria*) and Royal Decree Law 27/2021 (*Real Decreto-ley 27/2021, de 23 de noviembre, por el que se prorrogan determinadas medidas económicas para apoyar la recuperación*) that were approved as a result of the COVID-19 pandemic and have had effects on the applicable regulations, introducing several temporary and extraordinary measures that have impacted pre-insolvency and insolvency proceedings. Certain of these measures are not in force anymore.

On August 25, 2022, a law amending the Spanish Insolvency Act was approved by the Spanish Parliament for the purposes of, among others, transposing the EU Restructuring Directive and, it generally entered into force on September 26, 2022. This new piece of legislation contemplates numerous changes to the Spanish Insolvency Act, mainly with respect to pre-insolvency mechanisms, but also concerning insolvency proceedings.

In Spain, insolvency proceedings are only triggered in the event of a debtor’s current insolvency (*insolvencia actual*) or imminent insolvency (*insolvencia inminente*). Under the Spanish Insolvency Act, a debtor is insolvent when it becomes unable to regularly meet its obligations as they become due and payable (current insolvency) or when it expects that it will be unable to do so within the next three months (imminent insolvency). A petition for current insolvency may be initiated by the debtor (“*Voluntary Insolvency*”), by any creditor (*provided* that it has not acquired the credit within the six months prior to the filing of the petition for insolvency, for *inter vivos* acts, on a singular basis and once the credit was mature) or by certain other interested third parties (“*Mandatory Insolvency*”). Only the debtor may file a petition for insolvency on the basis of its imminent insolvency.

Voluntary insolvency

Insolvency is generally considered voluntary (*concurso voluntario*) if filed by the debtor.

The debtor is obliged to file a petition for insolvency within two months after it becomes aware, or should have become aware, of its state of insolvency. It is presumed that the debtor becomes aware of its current insolvency, unless otherwise proved, if any of the circumstances that qualify as the basis for a petition for mandatory insolvency occur. Failure to file a petition for insolvency within the statutory two-month period may lead to personal liability of the directors for the unpaid claims.

Notwithstanding the foregoing, the general duty to file for insolvency within the referred two months does not apply if the debtor notifies the applicable court that it has initiated or has the intention to initiate negotiations with its creditors to reach an out-of-court restructuring plan in accordance with the Spanish Insolvency Act (“*communication of initiation of negotiations*”).

Effectively, by means of the communication of initiation of negotiations of Articles 585 et seq. of the Spanish Insolvency Act, in addition to those two months, the debtor gains an additional three-month period to achieve a restructuring plan with its creditors and one further month to file for the declaration of insolvency unless it is not insolvent at such time. During such period of time, creditors’ applications for insolvency will not be accepted and enforcement over assets which are necessary for the continuity of the debtor’s business activities will be prevented or suspended (secured creditors can formally commence enforcement actions, but enforcement actions will be stayed thereafter). Such three-month grace period could be extended if, not later than at the end of the initial three-month grace period, either the debtor, or creditors holding more than 50% of the debts that the restructuring plan may affect at that time (net of any credits that would qualify as subordinated claims in an insolvency situation), may request the court for a three-month extension, provided that the restructuring expert, if appointed, issues a favorable report in support of such request.

Mandatory insolvency

Insolvency is considered mandatory (*concurso necesario*) if filed by a third-party creditor.

Creditors may file for the declaration of insolvency of the debtor but must provide evidence of its actual (not only imminent) insolvency. To this end, creditors must prove to the court: (i) a generalized default on payments by the debtor; (ii) a seizure of assets affecting or comprising the generality of the debtor’s assets; (iii) a misplacement, “fire sale,” hasty, loss-making or ruinous liquidation of the debtor’s assets; or (iv) a generalized default on certain tax, social security and employment obligations during the applicable statutory period (i.e. three months). Upon receipt of an insolvency petition by a creditor, the court may issue provisional interim measures to protect the assets of a debtor and may request a guarantee from the petitioning creditor asking for the adoption of such measures to cover damages caused by the preliminary protective measures. However, creditors that acquired debt six months prior to the filing of the petition for insolvency by

means of inter vivos acts and by a singular title after it became due and payable, may not file for the declaration of insolvency of the debtor.

Request of joint insolvency

The insolvency of a company forming part of a group of companies, including the parent company, does not automatically lead to the insolvency of the remaining companies of the group, however, creditors may apply for a joint insolvency declaration of two or more of its debtors which are considered legal entities if either (a) there is a confusion of assets among them, or (b) they form part of the same group of companies. Therefore, the request for the joint insolvency of two or more legal entities may only be filed by a common creditor of the relevant companies and each of the affected companies must in fact be separately insolvent. Joint insolvency may also be requested by the companies themselves *provided* that they form part of the same group.

Any of the debtors, or the insolvency administrator, as the case may be, may apply for the procedural consolidation of insolvency proceedings already declared under certain circumstances (and, in particular, if the debtors form part of the same group of companies). In addition, creditors may apply for the procedural consolidation of the insolvency proceedings of two or more of its debtors already declared if either (a) there is a confusion of assets among them, or (b) they form part of the same group of companies, *provided* that a petition has not been submitted by any of the insolvent debtors or by the insolvency administrator.

Insolvency proceedings declared jointly or accumulated will be processed in coordination, without consolidation of the estate of the insolvent debtors. As a result, and as a general rule, a “group insolvency” does not lead to a commingling of the debtors’ assets and creditors of such group. This means that the creditors of one company of the group will not have recourse against other companies of the same group (except where cross-guarantees exist, in which case such a claim might be subordinated).

Conclusion of insolvency: proposal of agreement or liquidation or payment of the total debt

The Spanish Insolvency Act provides that insolvency proceedings conclude following either the implementation of an agreement between the creditors and the debtor (the “*composition agreement*”) or the liquidation of the debtor or payment of the total debt to the debtor’s creditors.

Enforcement and termination in a pre-insolvency scenario

The obligations under the New Notes, the Guarantees and the Collateral might not necessarily be enforced in accordance with their respective terms in every circumstance. Such enforcement is subject to, *inter alia*, the nature of the remedies available in the Spanish courts, the acceptance by such court of jurisdiction, the discretion of the courts, the power of such courts to stay proceedings, the provisions of the Spanish Civil Procedure Act (*Ley 1/2000, de 7 de enero, de Enjuiciamiento Civil*) regarding remedies and enforcement measures available under Spanish law and other principles of law of general application. In this regard:

- Spanish law does not expressly recognize the concept of an indemnity. The Spanish Civil Code establishes that any penalty (*cláusula penal*) agreed by the parties in an agreement will substitute damages (*indemnización de daños*) and the payment of interest (*abono de intereses*) in an event of breach, unless otherwise expressly agreed. Spanish courts may modify the penalty agreed between the relevant parties on an equitable basis if the debtor has partially or irregularly performed its obligations, unless the penalty was aimed at such partial performance. Spanish law does not foresee punitive or exemplary damages in contract or in tort. On non-contractual grounds, the excessive nature of the punitive or exemplary damages may run counter to Spanish public policy (*orden público*). There is doubt as to the enforceability in Spain of punitive or exemplary damages.
- Where obligations are to be performed in a jurisdiction outside Spain, they may not be enforceable in Spain to the extent that performance would be illegal under the laws of the applicable jurisdiction.
- Spanish law precludes the validity and performance of contractual obligations to be left at the discretion of one of the contracting parties. Therefore, Spanish courts may refuse to uphold and enforce terms and conditions of an agreement giving discretionary authority to one of the contracting parties.
- Spanish law precludes an agreement being terminated on the basis of a breach of obligations, undertakings or covenants which are merely ancillary or complementary to the main payment undertakings of the relevant agreement, and allows Spanish courts not to enforce any such termination.

Under Spanish law, as applied by the Spanish Supreme Court (*Tribunal Supremo*), acts carried out in accordance with the terms of a legal provision whenever said acts seek a result which is forbidden by or contrary to law, shall be deemed to have been executed in circumvention of law (*fraude de ley*) and the provisions whose application was intended to be avoided shall apply.

Certain effects of the insolvency for the debtor and on contracts

For the debtor

As a general rule and subject to certain exceptions, the debtor in a voluntary insolvency scenario retains its powers to manage and dispose of its assets, but is subject to the court appointed intervention of the insolvency administrators (*administración concursal*) (intervention regime). In case of mandatory insolvency, as a general rule and subject to certain exceptions, the debtor no longer has power over its assets, and management's powers (including the power to dispose of assets) are conferred solely upon the insolvency administrators (suspension regimen). However, the court has the power to modify this general regime subject to the specific circumstances of the case. In addition, upon the insolvency administrator's request, the court has the power to swap the intervention regime for a suspension regime or *vice versa*.

Actions carried out by the debtor that breach any required supervision of the insolvency authorities may be declared null and void unless ratified by the insolvency administrators.

On contracts

A declaration of insolvency does not affect agreements with reciprocal obligations pending on performance by either the debtor or the counterparty (executory contracts), which remain in full force and effect, and the obligations of the debtor will be fulfilled against the insolvent estate (*con cargo a la masa*). The court can nonetheless terminate any such contracts at the request of the insolvency administrators (*provided* that management's powers have been solely conferred upon the insolvency administrators), or the company itself (if its powers to manage and dispose of its business are only subject to the intervention of the insolvency administrators), when such termination is in the interest of the estate (rejection) (*resolución del contrato en interés del concurso*) or at the request of the non-insolvent party if there has been a breach of such contract. The termination of such contracts may result in the debtor having to return, and indemnify damages to, its counterparty against the insolvency estate (*con cargo a la masa*). On the other hand, the judge may decide to cure any breach of the debtor at its request or the insolvency administrators' request (assumption) (*mantenimiento del contrato en interés del concurso*), in which case the non-insolvent party shall be entitled to seek specific performance against the insolvency estate (pre-deductible claim from the estate). Lastly, all clauses in contracts with mutual obligations (*ipso facto* clauses) that entitle any party to modify the obligations or suspend or terminate an agreement based solely on the other party's declaration of insolvency or by the opening of the liquidation phase of the assets (*masa activa*) are deemed as not included in the agreement (void) and, therefore, unenforceable, except if expressly permitted by specific laws (i.e., agency laws).

In the event that the debtor, the insolvency administrators and the counterparty agree on the termination of the agreement and its effects, the insolvency court will agree such termination with the effects agreed between the affected parties; in the event of lack of agreement between them, if the insolvency court agrees the termination it will also decide the indemnifications to be received by the non-breaching party due to the termination of the agreement, which will be considered an insolvency claim (*crédito concursal*).

Additionally, the declaration of insolvency determines that interest accrual is suspended, except (i) credit rights secured with an *in rem* right, in which case non-default interest accrues up to the value of the security and (ii) any wage credits in favor of employees, which will accrue the legal interest set forth in the corresponding Law of the State Budget (*Ley de Presupuestos del Estado*).

On enforcement proceedings

As a general rule, the enforcement rights of unsecured creditors are suspended upon the court declaration of insolvency.

The enforcement of any security over certain assets or rights that are necessary for the commercial or professional activity of the debtor, or to a business unit of the insolvent company (*in rem* securities) may not be commenced (and the procedures already initiated before the declaration opening insolvency proceedings shall be suspended) until the earlier of: (i) an arrangement of composition agreement being reached *provided* that the composition agreement does not affect such right or (ii) one year having elapsed as of the declaration of the insolvency without the opening of liquidation.

Enforcement will be suspended even if at the time of declaration of insolvency the notices announcing the public auction have been published. The stay will only be lifted when the court hearing the insolvency proceedings determines

that the asset or rights is not considered necessary for the debtor to continue its professional or business activities. When it comes to determining which assets or rights of the debtor are used for its professional or business activities, courts have generally embraced a broad interpretation and will likely include most of the debtor's assets and rights. Finally, enforcement of the security will be subject to the provisions of the Spanish Civil Procedure Act (*Ley 1/2000, de 7 de enero de Enjuiciamiento Civil*) and Spanish Insolvency Act (where applicable) and this may entail delays in the enforcement.

Ranking of credits

Creditors are generally required to report their claims to the insolvency administrators within one month from the last official publication of the court order declaring the insolvency, providing original documentation to justify such claims. Based on the documentation provided by the creditors and documentation held by the debtor, the insolvency administrators draw up a list of acknowledged creditors/claims and classify them according to the categories established in the Spanish Insolvency Act.

Under the Spanish Insolvency Act, claims are classified in two groups:

- Estate Claims (*créditos contra la masa*). The so-called “estate claims,” are pre-deductible claims from the estate (excluding those assets of the debtor subject to *in rem* security). Debt against the insolvency estate includes, among others, (i) certain amounts of the employee payroll, (ii) certain costs and expenses of the insolvency proceedings, (iii) certain amounts arising from services provided by the debtor under reciprocal contracts and outstanding obligations that remain in force after the insolvency of the debtor is declared (including the amounts payable as a consequence of the breach of contract by the insolvent debtor if such breach takes place after the declaration of its insolvency), (iv) those that derive from the exercise of a claw-back action within the insolvency proceedings of acts performed by the debtor and correspond to a refund of consideration received by it (except in cases of bad faith), (v) certain amounts arising from obligations created by law or from the non-contractual liability of the insolvent debtor after the declaration of insolvency and until its conclusion (or from the non-contractual liability before the declaration of insolvency due to death or personal damages), (vi) in case of liquidation, the credits granted to the bankrupt before the opening of the liquidation phase, to finance compliance with the viability plan (*plan de viabilidad*) to support the composition agreement, including claims granted by “specially related parties” to the debtor if the maximum claims and the details of the relevant creditor are included in the composition agreement, and (viii) in case of subsequent insolvency, 50% of the amount of credits arising from internal financing or new financing granted within the framework of a court-sanctioned restructuring plan, provided that such plan affects claims that represent at least 51% of the total liabilities (or more than 60% where finance is provided by specially related parties, after deducting their claims). These claims are preferred to all others except for specially privileged claims specifically with regard to the assets (collateral) subject to the relevant security interest or special privilege. Estate claims are not subject to ranking or acknowledgement and, in principle, must be paid as and when they fall due.
- Insolvency Claims (*créditos concursales*). Insolvency claims are classified as follows:
 - Specially Privileged Claims (*créditos con privilegio especial*): Creditors benefiting from special privileges, representing security over certain assets (*in rem* securities) up to the amount of the value of their security (in this regard, the value of a security shall be 90% of the reasonable value of the secured asset minus those claims that hold higher ranking security over such asset). The part of the claim exceeding the value of their security will be classified according to the nature of the claim. These claims benefiting from special privileges may entail separate enforcement proceedings, though subject to certain restrictions derived from a waiting period that may last up to one year and certain additional limitations set forth in the Spanish Insolvency Act. As a general rule, privileged creditors are not subject to the composition agreement unless they give their express support by voluntarily acceding to the composition agreement and if certain majorities have been reached among privileged creditors (see “—*Conclusion of insolvency—Settlement*”). In the event of liquidation, they are the first to collect payment against the assets on which they are secured up to the value of the security. However, the administrator has the option to halt any enforcement of the securities and pay these claims as administrative expenses under specific payment rules.
 - Generally Privileged Claims (*créditos con privilegio general*): Creditors benefiting from a general privilege, including, among others, specific labor claims and specific claims brought by public entities or authorities are recognized for half their amount, and claims held by the creditor taking the initiative to apply for the insolvency proceedings, for up to 50% of the amount of such debt (except if they rank as subordinated claims). New funds under a court-sanctioned restructuring plan in the amount not admitted as a debt against the insolvency estate (*crédito contra la masa*) are also credits with general privileges provided that such plan affects claims that represent at least 51% of the total liabilities (or

more than 60% where finance is provided by specially related parties, after deducting their claims). As a general rule and except as set forth below (see “—*Conclusion of insolvency—Settlement*”), the holders of general privileges will be affected by the composition agreement only if they have been authors of the proposal or if they have adhered to it, unless they have revoked the adhesion, as well as if they adhere to the agreement in a form already accepted by the creditors or approved by the judge before the judicial declaration of compliance.

- Ordinary Claims (*créditos ordinarios*) Ordinary creditors (non-subordinated and non-privileged claims) are paid *pro rata* once estate claims and privileged claims have been paid.
- Subordinated Claims (*créditos subordinados*): Subordinated claims are classified contractually or pursuant to law. Debts subordinated by virtue of law include, among others, those credits held by parties in special relationships with the debtor. In the case of a legal entity, this includes directors (whether duly appointed or “*de facto*” acting as such —*administradores de hecho*) and those holding general powers of attorney (including those that have held such positions during the two years prior to the insolvency declaration), group companies pertaining and their common shareholders, and any shareholders holding over 5% (for listed companies) or 10% (for non-listed companies) of the entity’s share capital. Notwithstanding the above, creditors who have directly or indirectly capitalized their credit rights or were appointed as directors pursuant to a restructuring plan entered into in compliance with the Spanish Insolvency Act shall not be considered as being in a special relationship with the debtor, in respect of credits against the debtor, as a result of the financing granted under such restructuring plan. Furthermore, in the absence of evidence to the contrary, assignees or awardees of claims belonging to any of the persons mentioned in this paragraph are presumed to be persons specially related to the insolvent debtor as long as the acquisition has taken place within two years prior to the insolvency proceedings being declared open.

Claims related to accrued and unpaid interest, unless and to the extent they are secured by an in rem right, are also subordinated. Subordinated creditors are second-level creditors; they are not entitled to accede to the composition agreement (*convenio*) and in the event of liquidation collect payment according to the ranking established in the Spanish Insolvency Act (once ordinary creditors have been paid in full).

Subordinated creditors have limited chances of collecting payment according to the ranking established in the Spanish Insolvency Act.

As a general rule, insolvency proceedings are not compatible with other enforcement proceedings and, therefore, such proceedings can have an effect on the estate (excluding enforcement proceedings with regard to financial collateral (as defined in Royal Decree Law 5/2005, of 11 March 2005)). When compatible, in order to protect the interests of the debtor and creditors, the Spanish Insolvency Act extends the jurisdiction of the court dealing with insolvency proceedings, which is then legally authorized to handle any enforcement proceedings or interim measures affecting the debtor’s assets (whether based upon civil, labor, or administrative law).

Hardening periods

There is no claw-back date by operation of law. Therefore, there are no prior transactions that automatically become void as a result of the initiation of insolvency proceedings, but instead the insolvency administrators must expressly challenge those transactions that are considered detrimental to the insolvency estate. Under the Spanish Insolvency Act, upon the declaration of insolvency, only transactions that could be deemed as having damaged (*perjudiciales*) the debtor’s estate (*i.e.*, causing a so-called “*patrimonial damage*”) carried out during the two years prior to the date of filing for the insolvency proceedings (and between the petition date and the opening of the insolvency proceedings), may be challenged, even if there was no fraudulent intention. Transactions taking place earlier may be rescinded subject to ordinary Spanish Civil Code based actions.

Detrimental transactions carried out by the debtor two years before it files notice of negotiations with creditors can also be set aside together with those transactions carried out from that date until the opening of insolvency proceedings, provided that the court has not approved a restructuring plan and opens insolvency proceedings for the debtor in the year after the pre-bankruptcy protection is no longer in effect.

The Spanish Insolvency Act does not define the meaning of “*patrimonial damage*.” Damage does not refer to the intention of the parties, but to the consequences of the transaction on the debtor’s interest resulting in the damage to the debtor’s estate or the prejudice to the equality of the treatment among creditors which drives insolvency proceedings (*pars condition creditorum*). There are several “irrebuttable presumptions” expressly set forth by the Spanish Insolvency Act (*i.e.*, free disposals and prepayment or cancellation of the company’s claims or obligations prior to them being due and where the due dates of the relevant claims or payment obligations fall after the date of declaration of insolvency, except if

such obligations were secured by an *in rem* security, in which case such transactions are subject to a rebuttable presumption of “patrimonial damage” as set forth below). In addition to the above, the Spanish Insolvency Act sets forth certain actions which are deemed to cause a “patrimonial damage” to the debtor, but which are “rebuttable presumptions” and therefore subject to being contested by the other party (*i.e.*, disposals in favor of “specially related parties,” the provision of security in respect of previously existing obligations or in respect of new obligations replacing existing ones and the payment or other acts to terminate obligations being secured by an *in rem* security and which mature after the declaration of insolvency). Ordinary transactions carried out within the debtor’s ordinary course of business cannot be rescinded, *provided* that they are carried out at arm’s length.

In any event, fraudulent acts that have been entered into by creditors may always be rescinded and also those payments made by the debtor in respect of obligations which the debtor, at the time of payment, could not be compelled to pay. The consequence of the court resolution rescinding a prejudicial act is that the parties involved are required to return their reciprocal consideration with any accrued rents or interest.

As explained below, interim financing and new financing granted by new or pre-existing lenders in the framework of a court-sanctioned restructuring plan and actions and transactions considered reasonable and necessary for the successful negotiation and implementation of the plan will be protected against insolvency claw-back actions, provided that the plan affects claims that represent at least 51% of the total liabilities (or more than 60%, after deducting their claims, where finance has been provided by specially related parties).

Conclusion of insolvency

Settlement

Once the debtor’s assets and liabilities have been identified, the Spanish Insolvency Act encourages creditors to reach an agreement regarding payment of the insolvency debts. This agreement may be proposed either by the debtor or by the creditors, and it shall set forth how, when and up to what amount creditors are to be paid. Once executed, this agreement must be honored by the debtor and respected by the creditors.

The settlement or composition agreement should contain proposals for write-offs and/or stays for a period shorter than 10 years according to Article 396 of the Spanish Insolvency Act and it may also contain alternative or complementary proposals for all creditors or for certain classes of creditors (except for public entities), including conversion of debt into shares, into profit-sharing credits convertible bonds or subordinated debt, or any financial instrument different from the original debt. It may also include proposals for allocation of all assets or of certain assets to a specific person with a commitment from the acquirer to continue the activity and to pay off the debt as determined in the settlement agreement.

The proposals in the settlement shall include a payment schedule.

In order for a settlement or composition agreement to be deemed approved by the creditors, the following majorities shall be met:

- (i) In case the composition agreement contains write-offs equal to or less than 50% of the amount of the claims; to stay on the payment of principal, interest or any other outstanding amount for a period not exceeding five years; more than 50% of the ordinary claims must accede to such settlement or composition agreement. Notwithstanding the above, a simple majority will suffice when the composition agreement consists of (i) full payment of ordinary or unsecured claims within a period not exceeding three years or (ii) immediate repayment of outstanding ordinary claims applying a write off of less than 20%.
- (ii) If the composition agreement contains an alternative different from the above, it will be required that at least the 65% of the ordinary creditors must accede to the composition agreement.

The holders of subordinated credits and those creditors considered as especially related to the debtor are not entitled to accede to the composition agreement.

Although in principle secured and privileged creditors are not subject to an approved composition agreement (unless they have expressly voted in its favor or adhered thereto) the effects of an approved composition agreement can be extended to secured and privileged creditors *provided* that the relevant composition agreement of creditors has been approved by the majorities of creditors within its category of creditors (labor creditors, public law creditors, financial creditors or others):

- (i) if the composition agreement contains the full payment of ordinary claims within a period not exceeding three years or the immediate payment of outstanding claims applying a write off of less than 20%, a

write-off (or debt discharges) equal to or less than 50% of the amount of the claims, stays for a period no longer than five years or conversion of debt into profit participating loans, also for a period no longer than five years, at least 60% of privileged creditors have acceded to the composition agreement; and

- (ii) in case the composition agreement contains an alternative different from the above, 75% of privileged creditors must accede to the composition agreement.

Cramdown effects of certain refinancing agreements

If a debtor and certain of its creditors enter into a restructuring plan meeting the requirements of the Spanish Insolvency Act and it is therefore sanctioned by the court, the plan can be imposed on dissenting creditors (or classes of creditors) and shareholders.

The debtor must be currently or imminently insolvent or in a situation of likelihood of insolvency (*probabilidad de insolvencia*) (i.e. where the debtor foresees that it may be unable to meet its obligations as they fall due over the next following two years in the absence of the implementation of a restructuring plan).

Restructuring plans are defined very broadly. They may alter the structure or terms of the debtor's assets, liabilities or equity and may also include transfers of assets, business units or the whole company, as well as measures of operational reorganization. In addition, any claim may be affected by the plan (not only financial claims), except for maintenance claims (*créditos de alimentos*), those arising in tort and claims by employees other than senior management.

Affected creditors must be placed in classes and the Spanish Insolvency Act contains the distinction between plans that are approved by all classes (the so-called consensual plans) and those that are not (known as non-consensual plans or cross-class cram down). It is also possible to impose a restructuring plan on shareholders where measures would otherwise need to be approved by a general meeting and the shareholders have voted against them (or the general meeting does not take place), but only where the debtor is in a situation of 'current' or 'imminent' insolvency, not a 'likelihood of insolvency.' Spanish Insolvency Act states that classes must be based on the shared interest of each of the creditors. As a general rule, claims with different rankings will be placed into separate classes. In addition, claims that rank *pari passu* may be split into different classes where, for example, possible conflicts of interest arise, claims are of a financial or other nature, specific claims may be affected differently by the plan or, in the case of secured claims, the different nature or type of the secured assets.

Required majorities for the approval of a restructuring plan:

- (a) Consensual plans (approved by all classes of creditors and by shareholders) will be considered approved if, within each class, they are voted for by more than 2/3 of creditors by value of the debt (or 3/4 of the debt in classes formed by secured creditors).

There are special rules for syndicated claims so as to allow the syndicate to be taken fully into account, provided the above majorities, as applicable, vote in favor (or the contractual majorities, if lower).

- (b) Non-consensual plans (not approved by all classes of creditors or by shareholders) must be approved either by a simple majority of classes (including at least one class comprised of preferential or secured creditors) or by at least one class that is considered to be 'in the money.' A class of creditors can be presumed to be "in the money" if, further to the valuation of the business as a going concern by the restructuring expert, it is considered that such class would have received payment.

As an exception to the above, even where the plan has been sanctioned by a court, if dissenting creditors hold security and belong to a class in which fewer creditors voted for the plan than against, such creditors may enforce their security within one month following the publication of the order sanctioning the plan. The plan may allow creditors to accept a cash payment for the portion of the claim covered by the value of the security within 120 days, in lieu of enforcing their security.

Dissenting creditors affected due to a cram-down will preserve their rights against those who granted personal guarantees or security. As an exception, restructuring plans for one company in a group may be extended to security or guarantees from other group companies not a party to the plan, if it is argued that enforcement/payment of guarantees could cause both the guarantor and debtor to become insolvent.

Other effects of court-sanctioned restructuring plans are:

- (a) interim financing and new financing granted by new or pre-existing lenders in the framework of a court-sanctioned restructuring plan and actions and transactions considered reasonable and necessary for the

successful negotiation of the plan and for the implementation of the same will be protected from potential insolvency claw-back actions, provided that the plan affects claims that represent at least 51% of the total liabilities (or more than 60% where finance is provided by specially related parties, after deducting their claims);

- (b) interim financing and new financing granted by new or pre-existing lenders in the framework of a court-sanctioned restructuring plan will be classified in possible insolvency proceedings as estate claims (*créditos contra la masa*) (as to 50% of the claim) and as generally privileged claims (*créditos con privilegio general*) (the remaining 50%), provided that the plan affects the same claims as described in paragraph (a) above; and
- (c) possibility of terminating agreements with outstanding reciprocal obligations, senior management contracts and swap agreements in the interest of the restructuring.

Liquidation

Liquidation is conceived as an outcome subsidiary to settlement. It operates when a composition agreement is not reached or when it is decided upon by the insolvency court. The insolvent company is entitled to request the liquidation at any time and, in any event, it must file a petition for liquidation if, during the period while the settlement is in force, it becomes aware of no longer being able to meet the payment commitments and obligations undertaken after the approval of such settlement. In such a case, the company will be aimed at dissolution and the directors and liquidators will be removed. Deferred credits will compulsorily fall due and credits consisting of other benefits are converted into cash credits.

The Spanish Insolvency Act contains certain general rules of liquidation to be followed by the insolvency administrator, which can be modified or replaced by the judge on a case-by-case basis, subject to a hearing of or report from the insolvency administrator (special rules). The insolvency administration is required to report quarterly on the liquidation and has one year to complete it. If the liquidation is not completed within one year, the court may appoint a different insolvency administration pursuant to Article 427 et seq. of the Spanish Insolvency Act.

Fraudulent Conveyance Laws

Under Spanish law, in addition to the insolvency claw-back action, the insolvency administrator and any creditor may bring an action to rescind a contract or agreement (*acción rescisoria pauliana*) against the debtor and the third party which is a party to such contract or agreement, *provided* that the same is performed or entered into fraudulently and the creditor cannot obtain payment of the amounts owed in any other way. Although case law is not entirely consistent, it is broadly accepted that the following requirements must be met in order for a creditor to bring such action:

- the debtor owes the creditor an amount under a valid contract and the fraudulent action took place after such debt was created;
- the debtor has carried out an act that is detrimental to the creditor and beneficial to the third party;
- such act was fraudulent;
- there is no other legal remedy available to the creditor to obtain compensation for the damages suffered; and
- debtor's insolvency, construed as the situation where there has been a relevant decrease in the debtor's estate making it impossible or more difficult to collect the claim.

The existence of fraud (which must be evidenced by the creditor) is one of the essential requirements under Spanish law for the action to rescind to succeed. Pursuant to Article 1,297 of the Spanish Civil Code (*Código Civil*): (i) agreements by virtue of which the debtor transfers assets for no consideration, and (ii) transfers for consideration carried out by parties who have been held liable by a court (*sentencia condenatoria*) or whose assets have been subject to a writ of attachment (*mandamiento de embargo*) will be considered fraudulent. The presumption referred to in (i) above is a *iuris et de iure* presumption (*i.e.* it cannot be rebutted by evidence), unlike the presumption indicated in (ii) above, which is a *iuris tantum* presumption (*i.e.* it is a rebuttable presumption).

If the rescission action were to be upheld, the third party would be liable to return to the debtor the consideration received under the contract in order to satisfy the debt owed to the creditor. Following that, the creditor would need to carry out the actions necessary to obtain the amount owed by the debtor. If the consideration received by the third party under the contract cannot be returned to the debtor, the third party must indemnify the creditor for such damages.

Set-off

The Spanish Insolvency Act generally prohibits set off of the credits and debts of the insolvent company once it has been declared insolvent, but the set off of credits and debts required in order to operate that were agreed before the declaration of insolvency can still apply. However, set-off may be exercised by a determined creditor vis-à-vis the insolvent company if the governing law of the reciprocal credit right of the insolvent company permits it under its insolvency scenarios.

Panama

Gaming Control Board Approval

In Panama, pursuant to the current Gaming Laws, Gaming & Services de Panama, S.A. must request a prior approval from the Gaming Control Board in order to pledge its shares in favor of any third party, including creditors. The Gaming Control Board usually takes between 30 to 60 calendar days in order to approve such request. The applicant, in this case Gaming & Services de Panama, S.A., must provide information about the beneficiary of the pledge and the documentation creating the lien over its shares.

Panama Insolvency Law

Gaming & Services de Panama S.A. will provide a Guarantee of the New Notes. Under Panama law, your ability to receive payment on the New Notes may be more limited than would be the case under U.S. bankruptcy laws.

In the case of merchants, Panama's insolvency or bankruptcy provisions are set forth mainly in Law 12 of 19 March 2016, but certain provisions of the Civil Code and the Judicial Code also apply.

Except for certain types of merchants (such as banks), for which special legislation applies, these provisions establish an orderly court supervised reorganization or bankruptcy procedure. The objective of the reorganization procedure is the reestablishment of the debtor's financial stability, while the objective of the bankruptcy procedure is the apportionment of assets among creditors in accordance with certain legally established rules and priorities.

Under Panama law, the declaration of reorganization and the declaration of bankruptcy must be determined and declared by a court. A reorganization procedure may be established when (i) a debtor fails to pay any debt, so long as the debt is due, expressed in monetary terms and ascertainable; (ii) a debtor is insolvent, or (iii) the debtor faces a foreseeable lack of liquidity. On the other hand, a bankruptcy procedure may be established when (i) a debtor fails to pay any debt, so long as the debt is due, expressed in monetary terms and ascertainable; (ii) three or more executions have been established against the debtor, as long as the debtor has not provided enough assets for the total payment, or (iii) the debtor hides, abandons its business or closes its commercial establishment, without leaving a proxy with enough faculties and means to fulfill its due obligations. A petition for such declaration may be filed before the competent courts either by one or more creditors, the debtor, or by the representative of an insolvency procedure established in a foreign jurisdiction.

In the declaration of reorganization, the court establishes a financial protection term, which shall begin as of the date of the declaration of reorganization, until a reorganization agreement is approved and confirmed by the creditors. During this period, several acts are prohibited, and may be declared void by the court if performed. No executive proceedings, property restitution or eviction against the debtor may be filed. All contracts signed by the debtor shall remain valid and their maturity date may not be accelerated due to the reorganization process, and as such, the reorganization process may not constitute an event of default. However, interests shall be immediately suspended, except for those from *in rem* guarantees. Also, all executive proceedings against the debtor before entering to the reorganization process will be submitted to the court in order to be incorporated in the reorganization process. The courts will also not allow new executive proceedings to be filed during the financial protection term. All statutes of limitation and terms are suspended during the financial protection term.

To constitute, modify, suspend, cancel or execute liens and guarantees granted by the debtor or to suspend its enforcement or enforce said guarantees and liens during the reorganization process, the creditors of the estate must celebrate agreements for such purposes, which shall be approved by the majority of the creditors and the consent of the creditors affected by said actions, including creditors of third parties which credit has been guaranteed by liens constituted over assets of the debtor. Under the reorganization agreement, the parties can agree to create guarantees in order to ensure the fulfillment of the debtor's obligations. However, (i) if the creditors do not approve the reorganization agreement, (ii) the court does not confirm the reorganization agreement, (iii) the reorganization agreement is breached, (iv) more than six months have passed since the declaration of the financial protection term, or (v) the creditors decide not to execute the reorganization agreement, all rights to demand the execution of any liens or guarantees granted by the debtor shall be reestablished without requiring any approval from the court.

In the declaration of bankruptcy the court must establish the date as of which the state of insolvency existed. If the court does not establish the date as of which insolvency existed, the date in which the petition seeking a declaration of bankruptcy was filed will be considered as such.

The date of bankruptcy is important for establishing the period of time during which certain acts of the debtor may be reviewed and set aside or declared void by the court for the benefit of the bankruptcy estate. Acts that may be set aside or declared void include gratuitous acts, the granting of a security interest, pledge, mortgage, or a preference in respect of previously contracted obligations, the pre-payment of debts not yet due, and the payment in kind of debts that are past due the disclaim of inheritance, legacy or usufruct, any amendments to the by-laws or articles of incorporation registered in the Public Registry, that reduces the assets of the debtor.

Upon the declaration of bankruptcy by the court the debtor immediately becomes separated from its assets and cannot administer them or dispose of them; administration of a debtor's assets (the bankruptcy estate) is transferred to its creditors represented by a curator or administrator appointed by the court. Upon such declaration, the debts of the bankrupt, whether commercial or civil, are deemed to be due and payable as of the date the insolvency is declared; and all such debts cease accruing interest, except for those secured by pledge or mortgage and then only up to the value of the collateral. All executive proceedings brought against the debtor in any court prior to the date of the declaration of bankruptcy or reorganization must be accumulated and dealt with in the bankruptcy proceedings.

Panama law provides that a guarantor may demand that a creditor pursue the principal debtor and its assets before demanding payment from the guarantor or its bankruptcy. If the bankrupt is a guarantor and the obligations of the principal debtor are not due and payable, Panama law provides that the principal debtor must either prepay the debt or the bankruptcy estate would be released from the guarantee. In effect, the principal debtor is required to obtain a suitable guarantor to replace the bankrupt guarantee.

The Gaming Control Board of Panama has adopted regulations providing that the judicial administrator of an insolvent company with gaming activities authorized by the Gaming Control Board, such as Gaming & Services de Panama S.A., shall not be permitted to continue to engage in gaming activities, such as the operation of casinos, for the benefit of the creditors, unless previous approval from the Gaming Control Board has been obtained.

Panama law sets forth the following rules with respect to the application of the bankruptcy estate to the payment of the outstanding obligations: all creditors, whether or not they have a lien or privilege, have the right to be paid from the bankruptcy estate; the payment of credits must be made out of the income derived from the sale of the debtor's assets in accordance with the ranking set out in the Civil Code; secured creditors have the right to receive payment from the sale of the collateral; secured creditors may not participate in the distribution of the bankruptcy estate unless they waive their security interest over the collateral; and secured creditors may nonetheless seek to recover any unsatisfied portion of their debt from the bankruptcy estate by participating with all of the unsecured creditors on a pro rata basis.

In bankruptcy, the credits will rank as to each other as follows:

- For movable property and assets of the bankrupt, the ranking of credits is:
 - credits for the construction, repair, preservation and appreciation of the sale price of movable property and assets in possession of the bankrupt, up to the value of the same;
 - credits for the transportation of the transported assets, for the price of the same, and preservation expenses and rights; and
 - credits for rents and leases of more than one year, over the movable assets located within the leased or rented property.
- For real estate property, assets and rights of the bankrupt, the ranking of credits is:
 - credits in favor of the Panamanian state in which the real estate is located, over the assets of taxpayers and for the amount of the taxes owed;
 - credits in favor of insurance companies, over the insured assets;
 - mortgage credits registered in the Public Registry, of mortgage assets; and
 - credits that have been pre-emptively registered in the Public Registry, due to a judicial order, attachment or execution of judicial sentence, over the assets that have been affected by said pre-emptive

registration.

- Regarding other movable and real estate property, assets and rights of the bankrupt, the ranking of credits is:
 - credits in favor of any municipality for taxes owed by the bankrupt; and
 - credits owed in relation to expenses incurred by the bankrupt for purposes of judicial and administrative management of the insolvency and for the common interest of all creditors.

Bankruptcy proceedings in Panama and therefore the liquidation of a debtor may take a considerable amount of time.

In the event that the Panamanian Guarantor, Gaming & Services de Panama S.A., entered into bankruptcy proceedings, its Guarantee could be challenged. If any challenge to the validity of such Guarantee were successful, holders of the New Notes may not be able to recover any amounts under the Guarantee provided by Gaming & Services de Panama S.A. Likewise, upon such bankruptcy declaration, the Gaming Control Board could deny the court appointed curator the administration of Gaming & Services de Panama S.A. operation, in which case holders of the New Notes may not be able to recover any amounts under the Guarantee provided by Gaming & Services de Panama S.A. from operations that could otherwise continue until the bankruptcy proceedings are concluded.

Mexico

Enforcement of Share Pledges

Under Mexican law, any direct or indirect (for example, through enforcement of a share pledge) transfer of shares must be notified to the Ministry of Interior (*Secretaría de Gobernación*), including any change in the Mexican Subsidiary Guarantor's direct shareholding structure or in the shareholding structure of its shareholders (up until the beneficiary owner), and certain information about the new shareholders must be provided to the Ministry of Interior. The Ministry has the ability to reject shareholders that fail to comply with certain legal requirements (for example, when such shareholders are domiciled in a country with lower tax rates than Mexico). Thus, although this requirement is only supposed to be a notice to the Ministry after the direct or indirect transfer of the shares has happened, due to the power of the Ministry to reject certain shareholders, it should be considered an approval. Therefore, any enforcement of the share pledge over the shares of the Mexican Subsidiary Guarantor will be subject to the approval of the Ministry of Interior in Mexico.

Guarantees

The Guarantee granted by the Mexican Subsidiary Guarantor may not be enforceable in the event of a bankruptcy or judicial reorganization (*concurso mercantil*) of such Subsidiary Guarantor. While Mexican law does not prevent the Guarantee granted by the Mexican Subsidiary Guarantor from being valid, binding and enforceable against it, in the event the Mexican Subsidiary Guarantor is declared bankrupt or becomes subject to a judicial reorganization (*concurso mercantil*), the Guarantee granted by such Mexican Subsidiary Guarantor may be deemed to have been a fraudulent conveyance and declared void, mainly if it is determined that such Mexican Subsidiary Guarantor granted such Guarantee within a 270-day statutory look-back period, prior to the declaration of bankruptcy or reorganization, which may be extended by the court, unless such Mexican Subsidiary Guarantor proves that it acted in good faith and received fair consideration in exchange for such Guarantee, among others.

A legal challenge of the Mexican Subsidiary Guarantor's obligations under a Guarantee on fraudulent conveyance grounds could focus on the benefits, if any, realized by the Mexican Subsidiary Guarantor as a result of the issuance of the New Notes. To the extent a Guarantee is voided as a fraudulent conveyance or held unenforceable for any other reason, the holders of the New Notes would not have any claim against the Mexican Subsidiary Guarantor.

In the event that proceedings are brought in Mexico seeking enforcement of the Mexican Subsidiary Guarantor's obligations in Mexico, pursuant to article 8 of the Mexican Monetary Law; the Mexican Subsidiary Guarantor may discharge its obligations by paying any sums due in a foreign currency, in Mexican pesos at the exchange rate for Mexican pesos applicable on the date payment is made, as published by Mexico's Central Bank. If the Mexican Subsidiary Guarantor elects to make payments due on the New Notes in Mexican pesos in accordance with the Mexican Monetary Law, we can make no assurances that the amounts paid may be converted back by the payee into U.S. dollars or euros at the same exchange rate or that, if converted, such amounts would be sufficient to purchase U.S. dollars or euros equal to the amount of principal, interest or additional amounts due on the New Notes.

If the Mexican Subsidiary Guarantor files a petition for a bankruptcy or judicial reorganization (*concurso mercantil*) or is forced into bankruptcy or judicial reorganization (*concurso mercantil*) by any of its creditors, the accrual of interest on all unsecured debt of such Subsidiary Guarantor (including its Guarantee of the New Notes) would be

suspended on the date the bankruptcy or judicial reorganization (*concurso mercantil*) is declared by the competent court. Unsecured foreign currency denominated liabilities, including the liabilities under the New Notes, would be converted into Mexican pesos at the exchange rate applicable on the date on which the declaration of bankruptcy or judicial reorganization is effective, and the resulting amount, in turn, will be converted to inflation indexed units, or “UDIs” at the rate set by Mexico’s Central Bank. The exchange rate of “UDIs” into Mexican pesos is updated periodically by Mexico’s Central Bank. Unsecured foreign currency denominated liabilities, including liabilities under the New Notes, will not be adjusted to take into account any depreciation of the Mexican peso occurring after the declaration of bankruptcy or judicial reorganization. In addition, all unsecured obligations under the New Notes will cease to accrue interest from the date of the bankruptcy or judicial reorganization declaration, and will be satisfied only at the time the obligations of the unsecured creditors of the Mexican Subsidiary Guarantor are satisfied and will be subject to the outcome of, and amounts recognized as due in respect of, the relevant bankruptcy or judicial reorganization proceeding. Likewise, pursuant to Mexican laws regulating bankruptcy or judicial reorganization (*concurso mercantil*) and similar procedures, certain liabilities, such as employee payroll obligations, taxes in certain cases and debts secured by pledge or mortgage over assets, shall have priority over other creditors, and we cannot guarantee that the Subsidiary Guarantor will have sufficient resources to pay all of its creditors.

Mexican law provides that contractual obligations such as those provided for under the Guarantees provided by the Subsidiary Guarantor incorporated in Mexico may only exist to the extent that the obligations of the principal obligor(s) are valid. Therefore, it should be noted that upon the lack of genuineness, validity or enforceability of the obligations of the Issuer under the New Notes, the obligations of the Subsidiary Guarantor incorporated in Mexico pursuant to its Guarantee shall be equally affected and, in such circumstance, the obligations provided for thereunder may be unenforceable in Mexico.

In addition, under Mexican law, the extension or the granting of grace periods to the principal obligor(s), any modification of guaranteed obligations that would increase any obligation of the Subsidiary Guarantor incorporated in Mexico pursuant to its Guarantee, or the novation (*novación*) of the principal obligation, would require the consent of the Mexican Subsidiary Guarantor. Therefore, it should be noted that the obligations of the Mexican Subsidiary Guarantor under the Guarantee might not be enforced by Mexican courts if the guaranteed obligations are extended, increased or novated (*novadas*) without the consent of the Mexican Subsidiary Guarantor at that time.

Italy

The following is a summary of certain limitations on the validity and enforceability of the security interests governed by Italian law and of certain insolvency law considerations that apply in Italy. This summary does not purport to be complete or to present all relevant considerations of Italian law which may be relevant.

Limitations on enforcement of security under Italian law

According to Italian law, the enforcement of any claims, obligations, security interest and rights in general may be subject to, *inter alia*, the following rules:

- (i) the priority rights (so-called *prelazione*) granted by a pledge extend to interest accrued in the year in which the date of the relevant seizure or attachment or adjudication in bankruptcy falls, and to interest accrued and to be accrued thereafter, but only to the extent of legal interest and contractual interests (if agreed) within the applicable limits provided under Italian law and until the date of the forced sale in the context of the relevant foreclosure proceeding/bankruptcy proceedings;
- (ii) a security interest does not prevent creditors of the relevant debtor, other than the pledgee, from continuing enforcement proceedings on the assets secured by the relevant pledge;
- (iii) in case of bankruptcy of the grantor of the pledge over quotas or shares, the assets secured by the pledge could be freely sold to any third party in the context of the relevant bankruptcy proceeding and, as a consequence, the proceeds would be set aside for the prior satisfaction of the pledgee;
- (iv) pursuant to Section 2744 of the Italian Civil Code, any agreement according to which the ownership of the pledged asset would be transferred to the relevant creditor in the event of failure to pay a secured debt is considered null and void; and
- (v) the extension of existing security or the granting of new security interests in connection with the issuance of new notes or in connection with modifications to the secured obligations may create hardening periods for such security interests. The applicable hardening period for such security interests would run from the moment each security interest has been granted, executed, extended or recreated.

Trust and parallel debt

Under Italian law, the beneficiary of a security interest must be clearly identified in the relevant security document. It is uncertain and untested in the Italian courts whether, under Italian law, a security can be created and perfected (i) in favor of creditors (such as the holders of the New Notes) which are neither direct parties to the relevant security documents nor are specifically identified therein or in the relevant share certificates and corporate documents or public registries; and (ii) in favor of the Trustee of the New Notes under the Indenture since there is no established concept of “trust” or “trustee” under Italian law and the precise nature, effect and enforceability of the duties, rights and powers of the Trustee as agent or trustee for holders of the New Notes under security interests on Italian assets is debatable under Italian law.

Under Italian law, this first issue is usually addressed by creating the security interest in favor of a representative appointed by the holders of the New Notes in accordance with Section 2414-bis of the Italian Civil Code, which expressly authorizes such representative to exercise all rights and obligations (including creation of securities and enforcement rights) on behalf of the holders of the New Notes. However, Section 2414-bis of the Italian Civil Code may not apply if an issuer is not organized under Italian law as such issuer may not appoint a relevant representative pursuant to Section 2417 of the Italian Civil Code.

Given the above, there is a risk that an Italian court may determine that the holders of the New Notes at the time of the enforcement are not secured by the security under the security documents governed by Italian law and cannot enforce that security.

To address this potential issue, the Intercreditor Agreement provides for the creation of parallel debt. Pursuant to the parallel debt and subject to the terms of the Intercreditor Agreement and to applicable law the Security Agent, in its individual capacity, acting in its own name and not as agent or representative of the holders of the New Notes, becomes the holder of a claim equal to each amount payable by an obligor under the New Notes. The security interests governed by Italian law will then secure such parallel debt to the extent permitted by law. To date, the Italian courts have not yet considered the enforceability of certain rights of a security agent benefiting from a parallel debt, and, accordingly, there is no certainty that the parallel debt procedure will per se eliminate or mitigate the risk of unenforceability by the holders of the New Notes of Italian law security interests granted for their benefit. Therefore, if a challenge to the validity or enforceability of the security interest governed by Italian law were to be successful, there is a risk that the holders of the New Notes, in relation to which the relevant perfection formalities acknowledging their status of secured creditors are not perfected at the time of the enforcement might be unable to recover any amounts under such security documents.

Certain Italian Insolvency Law considerations

The insolvency discipline set forth by Italian law may not be as favorable to investors’ interests as those of creditors in other jurisdictions with which investors may be familiar. In Italy, courts play a central role in the insolvency process. Moreover, in-court procedures may be materially more complex and the enforcement of security interests by creditors in Italy can be time consuming.

The following is a brief description of certain aspects of insolvency law in Italy, which does not include special provisions applying to banks, insurance and other companies authorized to carry out certain reserved activities, nor does it provide a comprehensive description of insolvency laws application when public companies are involved.

Italian insolvency law has been thoroughly reformed by Legislative Decree No. 14 of January 12, 2019, as amended and supplemented from time to time (*Codice della crisi d’impresa e dell’insolvenza*; hereinafter the “Code” or the “New Italian Insolvency Law”) which entered into force on July 15, 2022. Up until such date, insolvency matters in Italy were governed by the Royal Decree No. 267 of March 16, 1942, as amended and supplemented from time to time (the “Old Italian Bankruptcy Law”) which was reformed through the following acts:

- (i) the reform approved by the Italian government on June 23, 2015 by a Law Decree containing urgent reforms applicable, *inter alia*, to the Old Italian Bankruptcy Law (the “Decree”). The Decree entered into force on June 2015 and has been converted into law by the Law No. 132/2015 (“Law 132”). Law 132 entered into force on August 21, 2015;
- (ii) the amendments implemented by means of the adoption of (a) the Law Decree No. 59 of May 3, 2016, converted into law by Italian Law No. 119 of June 30, 2016, and (b) Italian Law No. 232 of December 11, 2016; and
- (iii) the amendments implemented by means of the adoption of (a) the Law Decree No. 125 of October 7, 2020, converted into law by Italian Law No. 159 of November 27, 2020, and (b) the Law Decree No. 118 of August 24, 2021, converted into law by Italian law No. 147 dated October 21, 2021.

The Old Italian Bankruptcy Law still has relevance in respect of certain aspects of Italian insolvency law, including claw-back actions in respect of proceedings initiated before July 15, 2022. The Old Italian Bankruptcy Law provided for different models of pre-insolvency and insolvency proceedings, namely:

- (a) bankruptcy (*fallimento*);
- (b) certified restructuring plans (*piani attestati di risanamento*);
- (c) debt restructuring agreements (*accordi di ristrutturazione dei debiti*);
- (d) pre-bankruptcy composition with creditors (*concordato preventivo*);
- (e) extraordinary administration for large insolvent companies (*amministrazione straordinaria delle grandi imprese in stato di insolvenza*);
- (f) special extraordinary administration (*amministrazione straordinaria speciale*); and
- (g) compulsory administrative winding-up (*liquidazione coatta amministrativa*).

The Old Italian Bankruptcy Law, in bankruptcy proceedings and pre-bankruptcy composition with creditors (*concordato preventivo*), was applicable only to commercial enterprises (*imprenditori commerciali*) if any of the following thresholds are met: (i) assets (*attivo patrimoniale*) in an aggregate amount exceeding €0.3 million in each of the three preceding fiscal years, (ii) gross revenues (*ricavi lordi*) in an aggregate amount exceeding €0.2 million for each of the three preceding fiscal years, or (iii) total indebtedness (including debt not overdue and payable) in excess of €0.5 million.

In addition to the above, the Law Decree No. 118 of August 24, 2021, converted into law, with amendments, by Italian Law No. 147 of October 21, 2021, had introduced a new settlement procedure called “*composizione negoziata per la soluzione della crisi d'impresa*” (the “*Negotiated Settlement Procedure*”). Should the Negotiated Settlement Procedure fail to reach a successful outcome, the entrepreneur – to the extent the applicable requirements are met – would also be entitled to submit the matter before the competent court by proposing a composition with creditors through the assignment of assets, called *concordato semplificato per la liquidazione del patrimonio* (the “*Simplified Composition with Creditors*”).

Bankruptcy Proceeding (fallimento)

Under the Old Italian Bankruptcy Law, bankruptcy (*fallimento*) must be declared by a court after having ascertained the insolvency (*insolvenza*) of the debtor upon a petition filed by the same insolvent debtor, the public prosecutor or one or more creditors. Insolvency, as defined under the Old Italian Bankruptcy Law, occurred when a debtor is no longer able to meet regularly and with ordinary means its obligations as these come due. This must be a permanent rather than a temporary status.

Upon declaration of bankruptcy:

- (i) subject to certain exceptions, creditors are prevented from individually taking any legal action against the debtor and no individual payment of credit is allowed. All credits are considered overdue and accrual of interest on the creditors’ claims is suspended. Creditors must file their claims against the debtor by submitting a proof of claim before the competent bankruptcy court within the term assigned to them, and the designated judge (*giudice delegato*) may decide whether to admit the said claims into the bankruptcy liabilities. Under certain circumstances, secured creditors may enforce against the secured asset as soon as their claims are admitted into bankruptcy liabilities as preferred claims. Secured claims are paid out of the proceeds of the secured assets, together with interest and expenses. Any outstanding balance will be considered unsecured and rank *pari passu* with all of the bankrupt debtor’s other unsecured debt. The secured creditor may sell the secured asset only after it has obtained authorization from the designated judge, who, after hearing the bankruptcy receiver (*curatore fallimentare*) and the creditors’ committee (*comitato dei creditori*), decides whether to authorize the sale, and sets forth the relevant timing terms and conditions in his or her decision;
- (ii) the administration of the debtor and the management of its assets is transferred from the debtor to the bankruptcy receiver (*curatore fallimentare*); as a consequence, any act (including payments) made by the debtor, other than those made through the receiver, becomes ineffective vis-à-vis the creditors; and
- (iii) as a general rule, the bankruptcy receiver is allowed to terminate contracts where some or all of the obligations have not been entirely performed by each of the parties; however, certain types of contracts are subject to specific rules expressly provided for by the Old Italian Bankruptcy Law.

Bankruptcy proceedings are carried out and supervised by a court-appointed bankruptcy receiver, a designated judge (*giudice delegato*) and a creditors' committee. The bankruptcy receiver is not a representative of the creditors and is responsible for the liquidation of the assets of the debtor to the satisfaction of the creditors. The bankruptcy receiver may also evaluate the opportunity of a temporary continuation of the debtor's business, or of a temporary lease of the debtor's business, that shall in any case be authorized by the creditors' committee and the designated judge. The proceeds from the liquidation are distributed in accordance with statutory priority.

Statutory priorities

The statutory priority assigned to creditors under the Old Italian Bankruptcy Law may be different from the priorities in the United States, the United Kingdom and certain other EU jurisdictions. Under Italian law, the proceeds from the sale of the bankruptcy assets are distributed according to legal rules of priority. Neither the debtor nor the court can deviate from these priority rules by proposing their own priorities of claims or by subordinating one claim to another based on equitable subordination principles. According to Section 111 of the Old Italian Bankruptcy Law, the creditors admitted to the bankruptcy estate are entitled to receive the revenues of receiver's liquidation activities according to the following order of priority: (i) first, debts arising after the declaration of insolvency and therefore during the procedure (which form the category of "*crediti prededucibili*"), which are entirely satisfied; (ii) second, debts in relation to which a right of preference (either set out by the law or through a security interest) over the goods belonging to the bankruptcy assets from time to time disposed of, are to be satisfied on the relevant amount in accordance with the order provided by law; and (iii) lastly, the debts so-called "*chirografari*" (without any preference right) are satisfied pro-rata with the remaining amount.

Bankruptcy composition with creditors (concordato fallimentare)

Bankruptcy proceedings can terminate prior to liquidation through a bankruptcy composition proposal with creditors. The relevant petition can be filed by one or more creditors or third parties starting from the declaration of bankruptcy, whereas the debtor or its subsidiaries may file such a proposal only after one year following such declaration but before the lapse of two years from the decree giving effectiveness to the bankruptcy liabilities. The petition may provide for the division of creditors into classes having a homogeneous legal position and economic interests thereby proposing different treatment among the classes (that in any case shall not result in changes of statutory priority), the restructuring of debts and the satisfaction of creditors' claims in any technical form, including the assignment to the creditors of shares, stakes or securities or other financial instruments. The petition may also provide for partial repayment of secured claims *provided* that such secured claims would not obtain a full payment in case of sale of the secured asset. The *concordato fallimentare* proposal must be submitted for approval to the bankruptcy receiver and to the creditors' committee and—should the proposal split the creditors in different classes and provide for different treatments among the classes—it must receive the clearance of the bankruptcy court.

The *concordato fallimentare* proposal must be approved by the majority of the creditors admitted to vote (in case the debtor has issued notes or financial instruments, the *concordato fallimentare* proposal shall be sent to the bodies empowered to call a meeting of the holders of such notes or financial instruments for the relevant resolutions) and if creditors are divided in different classes, by the majority of the creditors included in the majority of the classes. Final confirmation by the court is also required.

Claw-back action

Similar to other jurisdictions, there are so-called "claw-back" or avoidance provisions under Italian law that may give rise, *inter alia*, to the revocation of payments made, a guarantee entered into or security interests granted by the debtor prior to its adjudication in bankruptcy. The key avoidance provisions address transactions made below market value, preferential transactions and transactions made with a view to defraud creditors. Claw-back rules under Italian law are normally considered to be particularly favorable to the receiver in bankruptcy compared to the rules applicable in other jurisdictions.

In bankruptcy proceedings, the Old Italian Bankruptcy Law provides for a claw-back period of up to one year (six months in certain circumstances) and a two-year ineffectiveness period for certain other transactions. In particular, the Old Italian Bankruptcy Law distinguishes between acts or transactions which are ineffective by operation of law and actions or transactions which are voidable at the request of the bankruptcy receiver/extraordinary commissioner:

- (a) *Acts ineffective by operation of law.*
 - (i) Under Section 64 of the Old Italian Bankruptcy Law, subject to certain limited exceptions, all transactions entered into for no consideration are ineffective vis-à-vis creditors if entered into by the bankrupt debtor in the two-year period prior to the insolvency declaration. Any asset subject to a transaction which is ineffective pursuant to Section 64 of the Old Italian Bankruptcy

Law becomes part of the bankruptcy estate by operation of law upon registration (*trascrizione*) of the declaration of bankruptcy, without need to wait the ineffectiveness of the transaction is sanctioned by a court. Any interested person may challenge the registration before the delegated judge for violation of law; and

- (ii) under Section 65 of the Old Italian Bankruptcy Law, payments of receivables falling due on the day of the insolvency declaration or thereafter are deemed ineffective vis-à-vis creditors, if made by the bankrupt debtor in the two-year period preceding the insolvency declaration.
- (b) *Acts that may be subject to claw-back actions.*
- (i) The following acts and transactions, if made during the so-called “suspect period” or such other period specified below, may be declared ineffective, unless the non-solvent party proves that it had no actual or constructive knowledge of the debtor’s insolvency at the time the transaction was entered into:
 - (A) onerous transactions entered into in the year before the insolvency declaration, when the value of the debt or the obligations undertaken by the bankrupt debtor exceeds 25% of the value of the consideration received by and/or promised to the debtor;
 - (B) payments of debts, due and payable, made by the bankrupt debtor which were not paid in cash or by other customary means of payment in the year before the insolvency declaration;
 - (C) pledges and mortgages granted by the bankrupt debtor in the year before the insolvency declaration in order to secure pre-existing debts, which had not yet fallen due at the time the new security was granted; and
 - (D) pledges and mortgages granted by the bankrupt debtor in the six months before the insolvency declaration in order to secure mature debts, which had already fallen due at the time the new security was granted.
 - (ii) The following acts and transactions, if made during the “suspect period” or such other period specified below, may be declared ineffective if the bankruptcy receiver proves that the other party knew that the bankrupt debtor was insolvent:
 - (A) the payments of debts that are immediately due and payable and any transactions for consideration entered into or made within six months before the insolvency declaration; and
 - (B) the granting of security interests in favor of new debts (including those of third parties) and made within six months before the insolvency declaration.
 - (iii) Some specific transactions are exempt from claw-back actions including:
 - (A) payment for goods or services made in the ordinary course of business according to market practice;
 - (B) remittance on a bank account, *provided* that it does not materially and permanently reduce the bankrupt debtor’s debt towards the bank;
 - (C) the sale, including an agreement for sale registered pursuant to Section 2645-bis of Italian Civil Code, currently in force, made for a fair value and concerning a residential property that is intended as the main residence of the purchaser or the purchaser’s family (within three degrees of kinship) or a non-residential property that is intended as the main seat of the enterprise of the purchaser; *provided* that, as at the date of the insolvency declaration, the activity is actually exercised therein or the investments for the commencement of such activity have been carried out therein;
 - (D) transactions entered into, payments made and guarantees issued with respect to the bankrupt debtor’s assets, *provided* that they relate to the implementation of an out-of-court certified restructuring plan (*piano di risanamento attestato*) under Section 67, Paragraph 3, letter (d), of the Old Italian Bankruptcy Law or to the

implementation of an “*accordo di ristrutturazione dei debiti*” under Section 182-bis of the Old Italian Bankruptcy Law and any act, payment and security interest validly performed after the filing of a request for a “*concordato preventivo*” procedure under Section 161 of the Old Italian Bankruptcy Law (and, by analogy with the latter, transactions and/or acts or payments carried out by the debtor in the context of the Simplified Composition with Creditors);

- (E) according to Article 12 of the Law Decree No. 118 of August 24, 2021, converted into law, with amendments, by Italian Law No. 147 of October 21, 2021, transactions and/or acts or payments carried out by the debtor in the context of the Negotiated Settlement Procedure, to the extent the applicable requirements set out under the Decree are met;
- (F) payments to the bankrupt debtor’s employees and consultants concerning work carried out by them;
- (G) payments of a debt that is immediately due, payable and made on the due date, with respect to services necessary for access to *concordato preventivo* procedures; and
- (H) land financing (*credito fondiario*) and relevant reimbursement.

In addition, in certain cases, the bankruptcy receiver can request that certain transactions of the bankrupt entity be declared void within the Italian Civil Code ordinary claw-back period of five years (*revocatoria ordinaria*). Under Section 2901 of the Italian Civil Code, a creditor may demand that transactions whereby the bankrupt debtor disposed of its assets to the detriment of such creditor’s rights be declared ineffective with respect to such creditor, *provided* that the bankrupt debtor was aware of such detriment (or, if the transaction was entered into prior to the date on which the creditor’s claim was originated, that such transaction was fraudulently entered into by the bankrupt debtor for the purpose of causing detriment to the bankrupt entity) and that, in the case of a transaction entered into with a third party, the third party was aware of such detriment (or, if the transaction was entered into prior to the date on which the creditor’s claim was originated, such third party participated in the fraudulent design). The burden of proof is entirely with the receiver.

Law 132 also introduced new Section 2929-bis to the Italian Civil Code, providing for a “simplified” claw-back action for the creditor with respect to certain types of transactions put in place by the debtor with the aim to subtract (registered) assets from the attachment by its creditors. In particular, the creditor can now start enforcement proceedings over the relevant assets without previously obtaining a court decision clawing back/nullifying the relevant (fraudulent) transaction, to the extent that such transaction had been carried out without consideration (e.g. gratuitous transfers, or creation of shield instruments such as trusts or the so called *fondo patrimoniale*—“*family trust*”). In case of gratuitous transfers, the enforcement action can also be carried out by the creditor against the third party purchaser.

Certified restructuring plans (piani attestati di risanamento)

According to Section 67, Paragraph 3, letter (d), of the Old Italian Bankruptcy Law, a company facing a period of financial distress may prepare a certified restructuring plan aimed at ensuring the recovery of its debt exposure and financial re-balancing.

The Old Italian Bankruptcy Law does not provide for any mandatory scheme or guidelines to be followed by a company for the purpose of preparing a certified restructuring plan. Therefore, the content of a certified restructuring plan can highly vary on a case-by-case basis, provided that it results suitable for the economic and financial adjustment of the relevant entrepreneur. Generally, a certified restructuring plan includes, among others: (i) an industrial and financial plan; (ii) a moratorium; (iii) a debt refinancing or rescheduling plan; and (iv) an analytical description of all transactions, payments and guarantees that, pursuant to said plan, are to be made or granted in relation to the assets of the debtor. There is no entrustment of business to another entity; therefore, the debtor remains entitled to manage its business.

The certified restructuring plans are not subject to any form of judicial control or approval and, therefore, no application is required to be filed with the court or other supervisory authority. Furthermore, the certified restructuring plans are not required to be approved by a specific majority of all outstanding claims.

The most important effect arising from the preparation of a restructuring plan is the exemption (in case of subsequent declaration of bankruptcy) from claw-back actions for those transactions, payments and guarantees made or granted in relation to the assets of the debtor in furtherance of the restructuring plan. In order to trigger such a protective effect, the restructuring plan must be reviewed by an independent expert who shall issue an opinion certifying the reasonableness of the restructuring plan (in terms of ability of the debtor to fulfil its payment obligations) and the truthfulness of the data contained therein. The expert must possess certain specific professional requisites and qualifications

(e.g., being registered in the auditors' registrar), and meeting the requirements under Section 2399 of the Italian Civil Code. The expert may be subject to liability in the case of misrepresentation or false certification.

Furthermore, in order to maintain restructuring plan's coverage from the claw-back actions, the truthfulness of any information and data contained therein must be monitored and updated on a continuous basis. In fact, in case of significant deviations from the data initially reflected in the restructuring plan or in case of impossibility to complete one or more strategic actions contemplated therein, the restructuring plan must be promptly amended and updated and subject to a new assessment by the independent expert.

The certified restructuring plans are usually chosen when few creditors (generally, banks or other financial institutions) hold the large part of the company's indebtedness, because, in this scenario, it's reasonably feasible to reach an agreement.

Debt restructuring agreements (accordi di ristrutturazione di debiti)

Pursuant to Section 182-bis of the Old Italian Bankruptcy Law, a debtor who is insolvent or in a situation of "financial distress" (i.e., facing financial crisis which does not yet amount to insolvency) can initiate this process and request the court's approval (*omologazione*) of the debt restructuring agreement entered into with its creditors, *provided* that:

- (i) such agreement is agreed upon by the company with a number of creditors representing at least the 60% of the overall amounts of the outstanding receivables;
- (ii) the agreement ensures that the non-participating creditors can be fully satisfied (a) 120 days from the date of approval of the agreement by the court, in the case of debt that is due and payable to the non-participating creditors as of the date of the approval (*omologazione*) of the debt restructuring agreement by the court, and (b) 120 days from the date on which the relevant debt becomes due, in case of debt that is not yet due and payable to the non-participating creditors as at the date of the approval (*omologazione*) of the debt restructuring agreement by the court; and
- (iii) the viability of the agreement is attested by an independent professional designated by the company and having the requisites set forth by Section 67, Paragraph 3, letter (d), of the Old Italian Bankruptcy Law.

The proposed debt reconstructing agreement must be filed with the competent companies' register and becomes effective as from the date of its publication therein.

Starting from the date of such publication and for 60 days thereafter, creditors cannot start or continue any conservative or enforcement actions against the assets of the debtor in relation to pre-existing receivables. The Old Italian Bankruptcy Law does not expressly provide for any indications concerning the contents of the debt restructuring agreement. The plan can therefore provide, among other things, either for the prosecution of the business by the debtor or by a third party, or the sale of the business to a third party, and may contain refinancing agreements, moratoria, write-offs and/or postponements of claims. The debt restructuring agreement may also contain a proposed tax settlement for the partial or deferred payment of certain taxes.

The 60-day moratorium can also be requested by the debtor while negotiations with creditors are pending (i.e., prior to the above-mentioned publication of the agreement), subject to certain conditions. Such moratorium request must be published in the companies' register and becomes effective as of the date of publication. The court, having verified the completeness of the documentation filed by the debtor, sets the date for a hearing within 30 days from the publication and orders the company to supply the relevant documentation in relation to the moratorium to the creditors. At such hearing, the court assesses whether the conditions for anticipating the moratorium are in place and, in such case, orders that no conservative or enforcement action may be started or continued, nor can security interests (unless agreed) be acquired over the assets of the debtor, and sets a deadline (not exceeding 60 days) within which a debt restructuring agreement and the assessment by the expert must be deposited. The court's order may be challenged within 15 days from its publication. Within the same time frame, an application for the *concordato preventivo* (as described below) may be filed, without prejudice to the effect of the moratorium. Creditors and other interested parties may oppose the agreement within 30 days from the publication of the agreement in the companies' register. After having settled the oppositions (if any), the court validates the agreement by issuing a decree, which can be appealed within 15 days from its publication. A debtor that cannot fully satisfy its debts vis-à-vis the Italian social security service (*INPS*), the revenue agency (*Agenzia delle Entrate*) and other entities holding tax and social security credits, may obtain a court sanctioned debt restructuring agreement even in the absence of the favorable vote of such creditors when the relative adhesion is decisive to reach the majorities or percentages established by the Old Italian Bankruptcy Law. A further condition for the sanctioning of the agreement even in the absence of a favorable vote by the public creditor is that the debtor's proposal be accompanied by a report of an independent professional who, in certifying the truthfulness of the company's data and the feasibility of the plan, must

certify that the proposal to satisfy the above-mentioned public creditor is convenient compared to the alternative consisting in bankruptcy.

The Decree, as amended by Law 132, modified the basis for calculation of the 60% of the outstanding debtor's debt threshold required for courts sanctioned debt restructuring agreements.

Pursuant to the new Section 182-septies of the Old Italian Bankruptcy Law, introduced by the Decree, as amended by Law 132, debtors whose financial indebtedness is at least 50% of their total indebtedness were entitled to enter into debt restructuring agreements obtaining the approval of financial creditors representing at least 75% of the aggregate financial claims of the relevant category and ask the court to declare such agreement binding on the dissenting financial creditors belonging to the same category (so called "*cram down*"), subject to certain conditions being met, including that (i) the treatment of dissenting creditors is not worse than under any other available alternative and that (ii) all creditors (adhering and non-adhering to the agreement) have been informed about the negotiations and have been allowed to take part in them in good faith. If such conditions are met, then the remaining 25% of non-participating financial creditors belonging to the same class of creditors are crammed down; however, crammed down creditors can challenge the deal and refuse to be forced into it, on the basis of the lack of homogeneity of the classes of creditors. The Law Decree No. 118 of August 24, 2021 extended the applicability of such provisions to debt restructuring agreements entered into with all the categories of creditors (thus no longer limited to the debt restructuring agreements entered into with financial creditors only).

Similarly, a standstill agreement (*convenzione di moratoria*) entered into between a debtor and financial creditors representing 75% of debtor's aggregate financial indebtedness would also bind the non-participating financial creditors, provided that an independent expert certifies the homogeneity of the classes and subject to certain conditions being met. The purpose is to prevent banks with modest credits from block restructuring operations involving more exposed bank creditors, resulting in the failure of the overall restructuring and the opening of a procedure. Financial creditors who did not participate in the agreement may challenge it within 30 days from receipt of the relevant application. Such debt restructuring agreements and standstill agreements will not affect the rights of non-financial creditors (e.g. trade creditors) who cannot be crammed down and must be paid within 120 days if not participating to the agreement. Following the entry into force of the Law Decree No. 118 of August 24, 2021, the above described standstill agreement (*convenzione di moratoria*) is now disciplined in Section 182-octies of the Old Italian Bankruptcy Law and its scope has been extended to all categories of creditors (thus no longer limited to financial creditors only to the extent the debt restructuring agreement is on a going concern basis).

Pursuant to Section 182-quater of the Old Italian Bankruptcy Law, financing granted to the debtor pursuant to the approved debt restructuring agreement (or a court-supervised composition with creditors) enjoys priority status in cases of subsequent debtor's bankruptcy (such status also applies to financing granted by shareholders, but only up to 80% of such financing). Financing granted "in view of" (i.e., before) a presentation of a petition for a debt restructuring agreement or a court-supervised composition with creditors may be granted such priority status *provided* that it is envisaged by the relevant plan or agreement and that such priority is expressly provided for by the court at the time of approval of the plan or sanctioning (*omologazione*) of the agreement.

Moreover, pursuant to the new Section 182-quinquies of the Old Italian Bankruptcy Law, the court, pending the approval (*omologazione*) of the debt restructuring agreement pursuant to Section 182-bis, Paragraph 1, of the Old Italian Bankruptcy Law or after the filing of the moratorium application pursuant to Section 182-bis, Paragraph 6, of the Old Italian Bankruptcy Law may authorize the debtor, if so expressly requested: (i) to incur in new super senior indebtedness and to secure such indebtedness with in rem security (*garanzie reali*), *provided* that the expert appointed by the debtor, having verified the overall financial needs of the company until the sanctioning (*omologazione*), declares that the new financing aims at providing a better satisfaction of the rights of the creditors, and (ii) to pay pre-existing debts deriving from the supply of services or goods, to the extent already payable and due, *provided* that the expert declares that such payment is essential for the keeping of the company's activities and to ensure the best satisfaction for all creditors. In addition, according to the provisions of the Decree, as amended by Law 132, the aforementioned authorization may be given also before the filing of the additional documentation required pursuant to Section 161, Paragraph 6 of the Old Italian Bankruptcy Law. The provision of Section 182-quinquies of the Old Italian Bankruptcy Law applies to both debt restructuring agreement and to the compositions with creditors (*concordato preventivo*) outlined below.

Furthermore, according to Section 1 of Decree, as amended by Law 132, pending the sanctioning (*omologazione*) of the debt restructuring agreement pursuant to Section 182-bis, Paragraph 1, of the Old Italian Bankruptcy Law or after the filing of the moratorium application pursuant to Section 182-bis, Paragraph 6, of the Old Italian Bankruptcy Law also in absence of the plan pursuant to Section 161, Paragraph 2, letter (e), of the Old Italian Bankruptcy Law, the court may also authorize the debtor to incur in new super senior (so-called *prededucibile*) indebtedness, aimed at supporting urgent financial needs related to the company's business. The company, while filing such request of authorization, is required to specify (i) the purpose of the financing; (ii) that it is unable to otherwise obtain the required funds, and (iii) that the absence of such financing will entail an imminent and irreparable prejudice to the company.

The Law Decree No. 118 of August 24, 2021, *inter alia*, has introduced at Section 182-novies of the Old Italian Bankruptcy Law a facilitated form of debt restructuring agreements by which the percentage of adhering creditors required for the conclusion of a debt restructuring agreement pursuant to Section 182-bis is reduced to 30% (instead of 60%) when all the following requirements are met: (i) the debtor has waived the moratorium period referred to in Section 182-bis, Paragraph 1, letters (a) and (b) (thus accepting that creditors may act against the debtor to enforce their own receivables), (ii) the debtor has not filed an application for composition with creditors (*concordato preventivo*) and (iii) the debtor has not requested the prohibition to commence or continue precautionary or enforcement actions against its assets during the negotiations.

Pre-bankruptcy composition with creditors (concordato preventivo)

A company which is insolvent or in a situation of crisis (i.e. financial distress which does not yet amount to insolvency) and that has not been declared insolvent by a court has the option to make a composition proposal to its creditors, under court supervision, in order to compose its overall indebtedness and/or reorganize its business, thereby avoiding a declaration of insolvency and the commencement of bankruptcy proceedings. The proposal by the company may propose to the creditors different percentages of satisfaction of their claims, depending on the type and nature of such claims.

In order to be admitted to the procedure, the company must file before the local court (*i.e.*, the court of the place where it has its principal office) a petition containing the proposal for the restructuring of its debts together with several other documents listed in Section 161 of the Old Italian Bankruptcy Law (*inter alia*, detailed financial statements, a list of company's properties, a list of creditors and real rights holders and a recovery plan—attested by an independent expert—detailing methods and timing of fulfilment of the mentioned proposal). Within the following day, company's petition must be filed with the competent companies' register by the office of the clerk of the concerned court.

From the date of such filing to the date on which the court sanctions the *concordato preventivo*, all enforcement and interim relief actions by the creditors (whose debt became due before the sanctioning of the *concordato preventivo* by the court) are stayed. During this time, all enforcement, precautionary actions and interim measures sought by the creditors, whose title arose beforehand, are stayed. Pre-existing creditors cannot obtain security interests (unless authorized by the court) and mortgages registered within the 90 days preceding the date on which the petition for the *concordato preventivo* is published in the companies' register are ineffective against such pre-existing creditors.

The restructuring proposal of composition may provide that: (a) the business continues to be run by the debtor as a going concern; or (b) the business is transferred to one or more companies and any assets which are no longer necessary to run the business are liquidated; or (c) the liquidation of all assets of the business. In addition, the restructuring proposal of composition may provide, *inter alia* for (a) the restructuring of debts and the satisfaction of creditors' claims in any manner, including the liquidation of assets or extraordinary transactions such as the granting to creditors and their subsidiaries or affiliated companies of shares, bonds (also convertible into shares), or other financial instruments and debt securities; (b) the transfer to a receiver ("*assuntore*") of the operations of the business involved in the proposed arrangement agreement; (c) the division of the creditors into different classes (thereby proposing different treatments among the classes); and (d) different treatments for creditors belonging to different classes.

The filing of the petition for the *concordato preventivo* may be preceded by the filing of a preliminary petition for a so-called *concordato in bianco*, pursuant to Section 161, Paragraph 6, of the Old Italian Bankruptcy Law, as amended by Italian Law Decree No. 69/2013 as converted into Italian Law No. 98/2013 ("*Law Decree 69/2013*"). The debtor may file such petition along with: (i) its financial statements from the latest three financial years; and (ii) the list of creditors with the reference to the amount of their respective receivables, reserving the right to submit the restructuring plan, the proposal and all relevant documentation within a period assigned by the court between 60 and 120 days from the date of the filing of the preliminary petition, subject to only one possible further extension of up to 60 days. In advance of such deadline, the debtor may also file a petition for the approval of a debt restructuring agreement (pursuant to Section 182-bis of the Old Italian Bankruptcy Law). If the court accepts such preliminary petition, it may: (i) appoint a judicial commissioner (*commissario giudiziale*) to overview the company, who, in the event that the debtor has carried out one of the activities under Section 173 of the Old Italian Bankruptcy Law (e.g., concealment of part of assets, omission to report one or more claims, declaration of non-existent liabilities or commission of other fraudulent acts), will report it to the court which, upon further verification, may reject the petition for a *concordato preventivo*; and (ii) set forth reporting and information duties of the company during the abovementioned period. The statutory provisions providing for the stay of enforcement and interim relief actions by the creditors referred to in respect of the *concordato preventivo* also apply to preliminary petitions for *concordato preventivo* (so called *concordato in bianco*).

The debtor company may not file such pre-application where it had already done so in the previous two years without the admission to the *concordato preventivo* having followed. The decree setting the term for the presentation of the documentation contains also the periodical information requirements (also relating to the financial management of the company and to the activities carried out for the purposes of the filing of the application and the restructuring plan) that the

debtor has to fulfill, at least on a monthly basis, until the lapse of the term established by the court. The debtor will file, on a monthly basis, the company's financial position, which is published, the following day, in the companies' register. Non-compliance with these requirements may impair on the admission of the application for the composition with creditors and, upon request of the creditors or the public prosecutor and *provided* that the relevant requirements are verified, it may result in debtor's declaration of bankruptcy. If the activities carried out by the debtor appear to be clearly inappropriate to the preparation of the application and the restructuring plan, the court may, ex officio, after having heard the debtor and—if appointed—the judicial commissioner, reduce the time for the filing of additional documents.

Following the filing of the preliminary petition and until the decree of admission to the composition with creditors, the distressed company may: (i) carry out acts pertaining to its ordinary activity; and (ii) seek the court's authorization to carry out acts pertaining to its non-recurring activity, to the extent they are urgent.

Claims arising from acts lawfully carried out by the distressed company and new super senior indebtedness authorized by the court pending the sanctioning (*omologazione*) of the debt restructuring agreement pursuant to Section 182-bis, Paragraph 1 of the Old Italian Bankruptcy Law or after the filing of the moratorium application pursuant to Section 182-bis, Paragraph 6 of the Old Italian Bankruptcy Law also in absence of the plan pursuant to Section 161, Paragraph 2, letter (e) of the Old Italian Bankruptcy Law, aimed at supporting urgent financial needs related to the company's business (as recently introduced by Article 1 of the Decree, as amended by Law 132) are treated as super-senior (so-called *prededucibili*) pursuant to Section 111 of the Old Italian Bankruptcy Law and the related acts, payments and security interests granted are exempted from the claw-back action provided under Section 67 of the Old Italian Bankruptcy Law. Italian Law No. 9/2014 specified that the super-seniority of the claims — which arise out of loans granted with a view to allowing the filing of the preliminary petition for the composition with creditors (*domanda di pre-concordato*) — is granted, pursuant to Section 111 of the Old Italian Bankruptcy Law, conditional upon the proposal, the plan and all other required documents being filed within the term set by the court and the company being admitted to the *concordato preventivo* within the same proceeding opened with the filing of the preliminary petition.

As mentioned above, the composition proposal may propose that: (i) the debtor's company's business continues to be run by the debtor's company as a going concern; or (ii) the business is transferred to one or more companies and any assets which are no longer necessary to run the business are liquidated (*concordato con continuità aziendale*). In these cases, the petition for the *concordato preventivo* should fully describe the costs and revenues that are expected as a consequence of the continuation of the business as a going concern, as well as the financial resources and support which will be necessary for purpose. The independent expert will also certify that the continuation of the business is conducive to the satisfaction of creditors' claims to a greater extent than if such composition proposal was not implemented. Furthermore, the going concern-based arrangements with creditors can provide for, among others, the winding up of those assets that are not functional to the business allowed. The composition agreement may also contain a proposed tax settlement for the partial or deferred payment of certain taxes.

If the court determines that the composition proposal is admissible, it appoints a judge (*giudice delegato*) to supervise the procedure, appoints one or more judicial officers (*commissari giudiziali*) and calls a creditors' meeting. During the implementation of the proposal, the company generally continues to be managed by its corporate bodies (usually its board of directors) but is supervised by the appointed judicial officers and judge (who will authorize all transactions that exceed the ordinary course of business). The debtor is allowed to carry out urgent extraordinary transactions only upon prior court authorization, while ordinary transactions may be carried out without authorization. Third-party claims, related to the interim acts legally carried out by the debtor are super-senior (so called *prededucibili*) pursuant to Section 111 of the Old Italian Bankruptcy Law.

The *concordato preventivo* is voted on at a creditors' meeting and must be approved with the favorable vote of (i) the creditors representing the majority of the receivables admitted to vote, and (ii) in the event that the plan provides for more classes of creditors, the majority of the classes. The *concordato preventivo* is approved only if the required majorities of creditors expressly voted in favor of the proposal. Law 132 abrogated the implied consent rule under which those creditors who, although entitled, did not express their vote and those who did not express their dissent within 20 days from the closure of the minutes of the creditors' meeting are deemed as consenting to the composition with creditors. Under the current regime, creditors who did not exercise their voting rights at the creditors' meeting can do so (even via e-mail) within 20 days from the closure of the minutes of the creditors' meeting and, after such term, creditors who did not exercise their voting right will be deemed not to have approved the *concordato preventivo* proposal. Secured creditors are not entitled to vote on the proposal of *concordato preventivo* unless and, to the extent that, they waive their security or the *concordato preventivo* provides that they will not receive full satisfaction of the fair market value of their secured assets (such value being assessed by an independent expert), in which case they can vote only in respect of the part of their debt affected by the proposal.

The court may also approve the *concordato preventivo* (notwithstanding the circumstance that one or more classes objected to it) if: (i) the majority of classes has approved it; and (ii) the court deems that the interests of the dissenting creditors would be adequately safeguarded through it compared to other solutions. If an objection to the implementation of

the *concordato preventivo* is filed by 20% of the creditors or, in case there are different classes of creditors, by a creditor belonging to a dissenting class, entitled to vote, the court may nevertheless sanction the *concordato preventivo* if it deems that the relevant creditors' claims are likely to be satisfied to a greater extent as a result of the *concordato preventivo*.

A debtor that cannot fully satisfy its debts vis-à-vis the Italian social security service (*INPS*), the revenue agency (*Agenzia delle Entrate*) and other entities holding tax and social security credits, may obtain a court sanctioned debt restructuring agreement (*concordato preventivo*) even in the absence of a favorable vote of such creditors when the relative adhesion is decisive to reach the majorities or percentages established by the Old Italian Bankruptcy Law. A further condition for the sanctioning of the *concordato preventivo* even in the absence of a favorable vote by the public creditor is that the debtor's proposal be accompanied by a report of an independent professional who, in certifying the truthfulness of the company's data and the feasibility of the plan, must certify that the proposal to satisfy the above-mentioned public creditor is convenient compared to the alternative consisting in bankruptcy.

The Decree, as amended by Law 132, introduced the possibility for creditors (except for individuals or entities controlled, controlling or under common control of the debtor) holding at least 10% of the aggregate claims against a debtor, to present an alternative plan to the debtor's composition proposal, subject to certain conditions being met, including, in particular, that the proposal of the debtor does not ensure the recovery of at least (i) 40% of the unsecured claims (*crediti chirografari*) in case of a composition proposal with liquidation purpose (*concordato liquidatorio*), or (ii) 30% of the unsecured claims (*crediti chirografari*) in case of a composition proposal based on the continuation of the going concern (*concordato con continuità aziendale*).

In addition, in order to strengthen the position of the unsecured creditors, Law 132 provides that a composition proposal with liquidation purpose (*concordato liquidatorio*) (i.e. a proposal aiming at transferring all the assets to the creditors and having such assets sold in their interest by the judicial commissioner) must ensure that the unsecured creditors are paid in a percentage of at least 20% of their claims. This provision does not apply to composition proposals based on the continuation of the going concern (*concordato con continuità aziendale*).

To the extent the alternative plan is approved by the creditors and homologated, the court may grant special powers to the judicial commissioner to implement the plan if the debtor does not cooperate, including by taking all corporate actions required.

In addition, Section 163-bis of the Old Italian Bankruptcy Law, introduced by the Decree as amended by Law 132, provides that, if a proposal for a composition with creditors pursuant to Section 161, Paragraph 2, letter (e) of the Old Italian Bankruptcy Law, includes an offer for the sale of the debtor's assets or going concern to an identified third party, the judicial commissioner may request to the court to open a competitive bidding process to the extent that it would be in the best interest of the creditors. After the approval by the creditors' meeting, the court (having settled possible objections raised by the dissenting creditors, if any) confirms the *concordato preventivo* proposal by issuing a confirmation order.

If the creditors' meeting does not approve the *concordato preventivo*, the court may, upon request of the public prosecutor or a creditor, and having ascertained that the requirements of law are met, declare the company bankrupt.

Extraordinary administration for large insolvent companies (*amministrazione straordinaria delle grandi imprese in stato di insolvenza*)—Legislative Decree No. 270/1999 (so-called "*Legge Prodi-bis*")

This procedure is reserved for large companies, i.e. companies having more than 200 employees for at least one year before the default and an aggregated indebtedness which is more the $\frac{2}{3}$ of both the gross assets and revenues.

The procedure begins with a declaration of insolvency issued by the court of the place where the company has its principal office. Upon such declaration, the court formally opens the so-called observatory period ("*periodo di osservazione*") and appoints a judicial commissioner ("*Commissario Giudiziale*") in charge of the ordinary management of the company.

Within 30 days from the declaration of insolvency, the judicial commissioner must assess the existence of any chances for the recovery of the company and must submit a report in that regard. After the deposit of this report, the Ministry of Industry has a 10-day term for submitting observations thereon and the court has a 30-day term for the evaluation of the company's recovery likelihood on the basis of, *inter alia*, the assessment rendered by the judicial commissioner.

If the court concludes that recovery possibilities exist, then the company is formally admitted to the extraordinary administration procedure and the so-called execution period ("*periodo di esecuzione*") starts.

After the opening of the procedure, the Ministry of Industry appoints an extraordinary commissioner ("*Commissario Straordinario*")—or a board composed by three commissioners—and a surveillance committee ("*Comitato*")

di Sorveglianza”). The extraordinary commissioner(s) is (are) required to draft a recovery plan within 60 days from the opening of the execution period (term extendable for further 60 days in case of particular difficulties). Pursuant to Section 27 of Legislative Decree No. 270/1999, the objective of the procedure, which is that of recovering financial and economic balance of the business activity or activities of the insolvent company, may be achieved through, alternatively:

- (i) a program of disposal of company’s going concern (or concerns) to third parties (so-called going concerns disposal program—“*programma di cessione dei complessi aziendali*”), with continuation of the business activities by the insolvent company for a maximum period of time (which may vary depending on the type and size of the business of the insolvent company), or
- (ii) a program for the restructuring of the operations of the company (so-called restructuring program—“*programma di ristrutturazione*”), the implementation of which must not exceed a defined period of time which, again, varies depending on the size of the company, or
- (iii) as regard to companies operating in the essential public services field, a program of disposal of company’s assets or contracts (so-called assets and contracts disposal program—“*programma di cessione dei complessi di beni e contratti*”) with continuation of the business activities by the insolvent company for a maximum period of time (which may vary depending on the type and size of the business of the insolvent company).

Pursuant to Sections 20 and 52 of Legislative Decree No. 270/1999, debts arising as a result of activities (including the continuation of the business activity of the insolvent company) carried out either during the observation period or the execution period must be satisfied entirely and in priority as “*crediti prededucibili*.”

Section 168 of the Old Italian Bankruptcy Law applies during the timeframe between the declaration of insolvency and the admission to the procedure; therefore individual enforcement actions and individual protective measure are prohibited. If the company is finally admitted to the Prodi-bis procedure, the same prohibition *de facto* continues pursuant to Section 48 of Legislative Decree No. 270/1999.

During the observatory period and since the extraordinary administration procedure is formally opened, the effectiveness of the contracts still in force is not automatically affected. According to Section 50 of Legislative Decree No. 270/1999, after the company is finally admitted to the Prodi-bis procedure:

- (i) the extraordinary commissioner is entitled to terminate the contracts, but they remain in force (and must be performed by both parties) until the extraordinary commissioner exercises such a right;
- (ii) after the approval of the program to be executed, the other party to the contract is entitled to set a 30-day term to the extraordinary commissioner for him or her to communicate his or her intentions as to the termination of the contract. If the extraordinary commissioner does not communicate his or her intention to continue, the contract is deemed terminated.

The effects of commissioner’s choice are governed by the provisions set forth by the Old Italian Bankruptcy Law applicable to the relevant contracts.

Special extraordinary administration (“*Amministrazione straordinaria speciale*”)—Law Decree No. 347/2003 (so-called “*Legge Marzano*”)

This procedure was introduced with the aim of addressing financial difficulties of very large companies, *i.e.*, companies having more than 500 employees and aggregated indebtedness in excess of 300 million Euros.

According to Section 8 of Law Decree No. 347/2003, any matter not specifically addressed by said legislation shall be deemed governed, *mutatis mutandis*, by the provisions of Legislative Decree No. 270/1999.

The special extraordinary administration is enacted upon company’s request. The company must file a petition before the Ministry of Industry who, once assessed the fulfilment of any preconditions provided by law, admits the company to the procedure. Within a 15-day term following the communication of the beginning of the procedure, the company’s insolvency must be declared by the competent court (otherwise, if the company is not found insolvent by the court, the special extraordinary administration procedure is closed up).

Pursuant to Section 4 of Law Decree No. 347/2003, after the company’s admission to the special extraordinary administration procedure, the appointed judicial commissioner has a 180-day term (extendable for further 90 days) to draft a recovery plan. The Ministry of Industry shall approve or reject such recovery plan within 30 days from its submission. The recovery plan drafted within a special extraordinary administration procedure must be aimed, first, at the reorganization

of the company, while the sale of company's assets is admitted only upon rejection of the first draft of the proposal and shall be drafted by the judicial commissioner within a further 60-day term.

Pursuant to Section 4, Paragraph 2, of Law Decree No. 347/2003, upon the company's admission to the extraordinary administration procedure after the approval of the Ministry of Industry, Section 48 of Legislative Decree No. 270/1999 shall apply regarding the prohibition of enforcement actions and individual protective measures on the goods admitted in the procedure.

The effects of the admission to the special extraordinary administration procedure on the agreements in force as of the date thereof and not fully performed are set forth in Section 50 of Legislative Decree No. 270/1999.

Compulsory administrative winding-up (liquidazione coatta amministrativa)

A compulsory administrative winding-up (*liquidazione coatta amministrativa*) is only available for public interest entities, such as state-controlled companies, insurance companies, credit institutions and other financial institutions, none of which can be wound-up pursuant to bankruptcy proceedings. It is irrelevant whether these companies belong to the public or the private sector.

A compulsory administrative winding-up is a special insolvency proceeding since the entity is liquidated not by the bankruptcy court, but by the relevant administrative authority that oversees the industry in which the entity operates. The procedure may be triggered not only by the insolvency of the relevant entity, but also by other grounds expressly provided for by the relevant legal provisions (e.g., in respect of Italian banks, serious irregularities concerning the management of the bank or serious violations of the applicable legal, administrative or statutory provisions).

The effect of this procedure is that the entity loses control over its assets and a liquidator (*commissario liquidatore*) is appointed to wind-up the company. The liquidator's actions are monitored by a steering committee (*comitato di sorveglianza*). The powers assigned to the designated judge and the bankruptcy court under the other insolvency proceedings are assumed by the relevant administrative authority under this procedure. The effect of the forced administrative winding-up on creditors is largely the same as under bankruptcy proceedings and includes, for example, a ban on enforcement measures. The same rules set forth for bankruptcy proceedings with respect to existing contracts and creditors' claims largely apply to a compulsory administrative winding-up.

Interim financing

The Decree, as amended by Law 132, introduced the possibility for debtors to also obtain authorization to receive urgent interim financing and to continue to use existing trade receivables credit lines (*linee di credito autoliquidanti*) necessary for their business needs before a court approval of a composition with creditors (*concordato preventivo*) or the entry into a debt restructuring agreement (*accordo di ristrutturazione dei debiti*) with priority status (*prededucibilità*) in case of subsequent bankruptcy without the expert certification and through an accelerated review process by the relevant court, upon, among others, the relevant debtor's declaration that interim finance is urgently needed and the debtor's inability to access such finance would cause imminent and irreparable damage. The court must decide on the request within 10 days of the filing of the application after consultation with the judicial commissioner and, if deemed necessary, the principal creditors.

Before the entry into force of the Decree, debtors could be granted financing with priority status (*prededucibilità*) before a court's approval of a composition with creditors (*concordato preventivo*) or the entry into a debt restructuring agreement (*accordo di ristrutturazione dei debiti*) if: (i) an expert certified that such financing is functional to the overall restructuring process; or (ii) such financing is provided for by the plan or the agreement, provided in each case that the court approved such priority status.

In the context of the Negotiated Settlement Procedure, Article 10 of the Law Decree No. 118 of August 24, 2021, converted into law, with amendments, by Italian Law No. 147 of October 21, 2021, provides that the entrepreneur may be authorized by the court to enter into super-senior financings aimed at safeguarding the going concern.

Negotiated Settlement Procedure

The Law Decree No. 118 of August 24, 2021, converted into law, with amendments, by Italian Law No. 147 of October 21, 2021, has *inter alia* introduced, effective from November 15, 2021, the Negotiated Settlement Procedure, for purposes of entering into an agreement to restructure debt and restore the company's economic balance.

The Negotiated Settlement Procedure provides for the appointment of an independent expert to facilitate negotiations between the entrepreneur, creditors and other possible stakeholders. However, the negotiation is, and remains, for the duration of the process, the prerogative not of the expert but of the entrepreneur, who conducts the negotiations

personally, with the possible assistance of his/her advisors. During the negotiations (i) no declaration of bankruptcy against the debtor can be formalized, and (ii) if so requested by the debtor, the recapitalization duties (for loss of minimum equity requirements) under the Italian Civil Code are stayed.

In addition, during the negotiations period, no dispossession shall take place and the debtor keeps full control of the management of its assets and shall manage the company so as not to negatively affect its economic/financial sustainability. If it appears that the debtor is insolvent but there are concrete prospects for recovery, the company shall be managed in the prevailing interest of the creditors. Moreover, the debtor must notify the expert in advance the intention to execute extraordinary transactions and payments which are not in line with ongoing negotiations or restructuring perspectives and the expert shall notify the debtor if the relevant act could prejudice the creditors, the negotiations or the restructuring perspectives.

All parties involved in the Negotiated Settlement Procedure are bound by confidentiality obligations thus obliged not to disclose information learned in the course of negotiations about the company and shall cooperate to ensure that the negotiations run smoothly.

Consistent with the out-of-court nature of the Negotiated Settlement Procedure, the process is completed with the filing of the final report in which the expert acknowledges the activity performed and the possible solutions to overcome the company's unbalanced conditions that emerged from the negotiations.

Simplified Composition with Creditors

In the event that the expert who managed the Negotiated Settlement Procedure declares in his/her final report (the "*Final Report*"), that the negotiations were not successful and that the negotiated solutions set forth in Article 11, Paragraphs 1 and 2 of the Law Decree No. 118 of August 24, 2021 - i.e. a debt restructuring agreement pursuant to Article 182 bis of the Old Italian Bankruptcy Law, a moratorium agreement pursuant to the new Section 182 octies of the Old Italian Bankruptcy Law, or partial agreements framed within a reorganization plan pursuant to Section 67, Paragraph 3, letter d), of the Old Italian Bankruptcy Law (even if not certified or such as to ensure, according to the expert, business continuity for at least two years) - cannot be pursued, the entrepreneur is entitled to submit the matter before the competent court by proposing a Simplified Composition with Creditors.

Such application must be accompanied by a liquidation plan and the documents indicated in Section 161, Paragraph 2, letters a), b), c) and d), of the Old Italian Bankruptcy Law. The application shall be filed with the competent court within 60 days of delivery of the Final Report and the proposal may provide for the division of creditors in classes. As of the date of the filing of the application with the Companies Register, soft dispossession and moratorium regimes will apply. In particular (i) the debtor continues to formally carry out the business; (ii) the competent court appoints an auxiliary (*ausiliario*); (iii) the execution of acts of extraordinary administration is subject to court authorization; and (iv) an automatic stay of enforcement/interim procedures and the prohibition to the creation of new security interests if not authorized by the court apply.

This liquidation plan is then implemented by a liquidator appointed by the court if and when it approves the procedure (*omologazione*).

Insolvency law reform

On January 10, 2019 according to the guiding principles set out in Law No. 155/2017, the Italian government passed the Legislative Decree No. 14 of January 12, 2019, the New Italian Insolvency Law, containing a comprehensive revision of the Italian Insolvency Law.

The Code, published on the Official Gazette of the Italian Republic on February 14, 2019, was due to enter into force, as far as the matters addressed herein are concerned, on August 15, 2020.

Subsequently, Article 5 of the Italian Law Decree No. 23 of April 8, 2020 (the so called "*Decreto Liquidità*"), converted into Italian Law No. 40 of June 5, 2020, later postponed the entry into force of the Code to September 1, 2021.

The Code has been subsequently amended by Legislative Decree No. 147 of October 26, 2020, which has introduced important aspects concerning, inter alia, the definition of "distress" (*crisi*), certain tax debt thresholds in relation to the alert measures, the formation of the newly created non-jurisdictional distress composition body (so called "*OCRP*"), the granting of exclusive management powers to directors for the implementation of the organizational structures needed to detect the indexes of distress.

Pursuant to the Ministerial Decree dated April 22, 2021, a committee was appointed by the Italian Ministry of Justice with the purpose of (A) amending the Code in order to, *inter alia*, align its provisions with the content of the EU Directive 1023/19 and (B) further postponing the entry into force of the Code.

Law Decree No. 118 of August 24, 2021, *inter alia*, postponed the entry into force of the Code to May 16, 2022 also providing that the provisions set out under Title II of Part I of the Code (i.e. those concerning the early warning measures and assisted composition with creditors procedures) would have entered into force on December 31, 2023.

The Law Decree No. 36 of April 30, 2022 on further urgent measures to implement the National Recovery and Resilience Plan, has, *inter alia*, (i) postponed the entry into force of the Code from May 16 to July 15, 2022, and (ii) provided the deletion of paragraph 1-bis of Section 389 of the Code setting out December 31, 2023 as the date for the entry into force of the early warning procedures (which will likely be definitively deleted from the Code). Subsequent to its entry into force, the Code may undergo, from the initial stages, some further adjustments, given that the Italian Ministry of Justice is considering a second corrective decree, which may touch on certain provisions without any systemic impact. The following paragraphs aim at providing only a general and high level framework of the Code and current provisions of the Code may be subject to further amendments.

Lastly, the Legislative Decree No. 83 of June 17, 2022, based on the legislative decree scheme approved by the Italian Council of Ministers on March 17, 2022, implemented certain amendments to the Code which concern, among other things: (i) alignment of its provisions with the content of Directive (EU) 2019/1023 (the “*Insolvency Directive*”); (ii) the definition of the organizational, administrative and accounting structures referred to in Article 2086 of the Italian Civil Code; (iii) the enrichment of the discipline of the Negotiated Settlement Procedure; (iv) the introduction of the “restructuring plan subject to approval (*omologazione*);” and (v) the discipline of Composition with Creditors.

The New Italian Insolvency Law, subsequently amended as described above, is based on certain general principles set forth by Law No. 155/2017, summarized as follows:

- (a) the word “bankruptcy” (*fallimento*) is replaced by “judicial liquidation” (*liquidazione giudiziale*), with the aim to avoid any reputational damages connected to the word “bankruptcy” and to offer to the entrepreneur declared insolvent actual chances to restart business activities;
- (b) a statutory definition of “distress” (*crisi*), equated to a status that makes the insolvency of the debtor likely, is set forth and is defined as the determination that prospective cash-flows will be insufficient to meet the debtor’s expected obligations in the following 12 months;
- (c) an early warning phase is set forth, as an out-of-court and confidential procedure aimed at (i) ensuring a rapid analysis of the causes of the economic and financial distress of the entrepreneur at an early stage by means of certain alert measures and (ii) leading to an assisted composition with creditors (although Law Decree No. 36 of April 30, 2022 on further urgent measures to implement the National Recovery and Resilience Plan, has provided the deletion of paragraph 1-bis of Section 389 of the Code, setting out December 31, 2023 as the date for the entry into force of the early warning procedures, which is ultimately likely to determine their consequent exclusion from the Code);
- (d) a single judicial process is established in order to ascertain the insolvency, applicable to all debtors irrespectively of the nature of the ensuing insolvency proceedings;
- (e) restructuring proceedings seeking to maintain the debtor’s business as a going concern are treated by the courts as priority matter and the use of composition proposals on a going concern basis (*concordato con continuità aziendale*) are preferred, as opposed to proposals with a liquidation purpose;
- (f) procedures aimed at dealing with the crisis and insolvency of the Italian companies belonging to the same group are set forth; and
- (g) a new judicial liquidation procedure is set forth.

The Code entered into force on July 15, 2022 and entirely substituted and superseded the Old Italian Bankruptcy Law. Therefore, all pre-insolvency and insolvency proceedings started before July 15, 2022, will be regulated by the Old Italian Bankruptcy Law, while all pre-insolvency and insolvency proceedings whose petition is filed with the competent court after July 15, 2022 (included), will fall under the application of new rules set forth in the Code.

The following is a general overview of the key features of the reform introduced by the Code.

Early warning phase and alert measures

The Code provides for alert measures aimed at preventing and addressing distress situations at an early stage by imposing an active obligation upon the debtor's corporate bodies to take the necessary actions to address a situation of distress at a time when insolvency could still be avoided. According to the Code, also certain public creditors (such as social security agencies, tax agencies and tax collectors), are required by law to inform the debtor when its exposure towards them has exceeded certain statutory thresholds. Such a reporting is addressed to a newly created non-jurisdictional distress composition body (so-called "*OCRP*") to be established by each chamber of commerce, aimed at triggering a consultation procedure (before a panel of professionals and experts to be appointed from time to time) which should assist the debtor in reaching agreements with its creditors or in filing for a restructuring or insolvency procedure.

In the event that the debtor does not cooperate, the OCRI must notify the public prosecutor so that it can determine whether to file with the court for the opening of a judicial liquidation procedure.

Please note that the aforementioned early warning measures would not apply, *inter alia*, to large companies, groups of companies of significant size, companies with shares listed on regulated markets or multilateral trading systems authorized by Consob (the Italian Companies and Exchange Commission), or widely distributed among the public.

The above-mentioned Law Decree No. 36 of April 30, 2022 on further urgent measures to implement the National Recovery and Resilience Plan, has, *inter alia*, provided the deletion of paragraph 1-bis of Section 389 of the Code setting out December 31, 2023 as the date for the entry into force of the early warning procedures. Such circumstance, together with the contents of the legislative decree scheme being discussed by the Italian Parliament, may lead to the replacement of the early warning phase and the assisted composition with creditors procedure with the Negotiated Settlement Procedure.

Judicial liquidation proceedings

The Code provides that the term "bankruptcy" and any other word deriving therefrom shall be replaced by "judicial liquidation."

Apart from such formal amendment, the rules of the procedure are not widely changed: the discipline concerning the powers of the courts and of the delegated judge (*giudice delegato*), the functions of the court-appointed receivers and of the creditors' committees, the effects of the procedure on the debtor's assets and on the pending courts proceedings, the assessment of liabilities and the liquidation and allocation of the debtor's assets have not been substantially altered in comparison with the discipline previously provided for by the Old Italian Bankruptcy Law.

The most important innovation concerns the commencement of the judicial liquidation procedure, as the Code provides that the statutory auditors may also file the request and extends the conditions according to which the public prosecutor is allowed to file the request. The initiative to start a judicial restructuring procedure remains reserved to the debtor.

Other innovations have been introduced by the Code with reference to employment relationships during the procedure and with reference to the mechanisms of ascertainment of liabilities (by introducing electronic filing of the relevant creditors' and third parties' applications). New judicial liquidation also contemplates (i) improvements to the rules governing the appointment of the liquidator (i.e. the new bankruptcy receiver) and the relevant powers, (ii) changes in order to make the assessment of the liabilities quicker, (iii) changes to improve transparency and (iv) certain changes to the claw-back rules.

Lastly, the Code provides that the beginning of the judicial liquidation does not necessarily trigger the halting of the debtor's business.

Pre-bankruptcy composition with creditors (concordato preventivo)

Under the Code, the main innovations relating to the *concordato preventivo* are the following.

Types of plans

According to the Code, the plan on the basis of which the request for composition with creditors is submitted may entail the satisfaction of the creditors through (i) business continuity or (ii) liquidation of the debtor's assets. Moreover, the Legislative Decree No. 83 of June 17, 2022 added the "restructuring plan subject to homologation," which is similar to the *concordato* plan with liquidation of assets; nonetheless, it differs from the latter in certain important aspects, including: (i) the mandatory division into creditors' classes; (ii) the approval by a majority of the claims admitted to vote in all classes for the purpose of homologation; (iii) the possibility of derogating from the order of legitimate causes of preemption (Article 2741 of the Civil Code) when distributing the amounts; (iv) the obligation to pay employees within 30 days of

approval; and (v) maintenance of the ordinary and extraordinary management of the company under the supervision of the judicial commissioner in the prevailing interest of creditors.

In the *concordato* plans envisaging the continuation of the debtor's business as a going concern, the business continuity can be ensured both directly by the debtor, if the debtor continues to conduct its business, or indirectly by a third party. Creditors are satisfied primarily by the proceeds of the (directly or indirectly) business continuity, including by the sale of the inventory. The revenues of the first two years of the implementation of the *concordato* plan shall derive from a business activity to which is dedicated a number of employees equal at least to 50% of the overall average number of employees employed by the debtor during the two-years period prior to the submission of the request for *concordato preventivo*.

In order to submit a request for a *concordato preventivo* with liquidation of debtor's assets (i.e., with no preservation of the business as a going concern), an external contribution of equity funds in an amount sufficient to increase the expected recovery of unsecured creditors by at least 10% (in comparison with the possible outcomes of a judicial liquidation) is required, provided that the unsecured creditors must recover at least 20% of their credits.

Conditions for access to the procedure

In order for a debtor—which could be subject to judicial liquidation—to be admitted to the *concordato preventivo*, such debtor must be in a state of distress or insolvency according to the Code.

The court, upon the debtor's request for access to the procedure, issues a decree by which, if requested, it sets a term between 30 and 60 days, which may be extended upon the debtor's request for justified reasons and in the absence of any application for the opening of judicial liquidation, up to further 60 days within which the debtor shall file, *inter alia*, the proposal of *concordato preventivo* with the relevant plan, the certificate of truthfulness of the business data and feasibility.

The proposal for *concordato preventivo* must be based on a feasible plan, to be submitted together with an opinion released by an independent expert, entrusted by the debtor, who certifies the truthfulness of the business data and the feasibility of the plan. A similar opinion must be submitted in the event of substantial changes to the *concordato* proposal or to the plan. In case of a *concordato preventivo* with business continuity, the expert's opinion must also certify that the prosecution of the business activity is functional to the best satisfaction of the creditors.

The *concordato* plan may provide for (i) the restructuring of debts and the satisfaction of creditors in any form and through any means, (ii) according to specific procedures, the assignment of the debtor's assets to an assumpor (*assuntore*), (iii) the division of creditors into different classes, and (iv) different treatment of creditors belonging to different classes.

If the *concordato preventivo* provides for business continuity, the underlying plan may provide—if expressly requested in the petition filed by the debtor—for a moratorium for the payment of credits assisted by privilege, pledge or mortgage. Such moratorium is allowed only if the plan does not contemplate the liquidation of the assets guaranteeing secured creditors.

Competing proposals and offers

One or more creditors representing at least 10% of the overall claims resulting from the financial position filed by the debtor are entitled to submit a competing proposal for the *concordato* together with the underlying plan. For the calculation of the 10% the receivables of the company that controls the debtor, the one controlled by it and those subject to common control are not taken into account. The debtor, directly or indirectly, and third parties related to the debtor (e.g., the spouse, the partner, the relatives up to the fourth degree, or the related parties) are not allowed to submit competing proposals. Competing proposals will not be allowed if the opinion of the independent expert entrusted by the debtor certifies that the *concordato* proposal submitted by the debtor ensures the payment of 30% of unsecured credits; the percentage is reduced to 20% if the debtor has activated the early warning mechanisms and initiated the aided composition of the distress according to the Code.

If the *concordato* plan envisages an irrevocable offer from a third party for the purchase of debtor's business or several branches of business or specific goods, the procedure either continues with a tender offer among more bidders or ends with the sale to the third party offeror.

Approval and court's approval (omologazione)

The *concordato preventivo* may be voted telematically and is approved by favorable vote of the creditors representing the majority of the claims admitted to vote. If classes of creditors are provided, the *concordato* is approved if

the majority of the credits admitted to the vote is also reached in the majority of the classes. If a single creditor holds more than 50% of the claims admitted to vote, the *concordato preventivo* is approved if voted also by the majorities of the other creditors. If the required majorities are not reached, the court opens the judicial liquidation process.

The *concordato* procedure ends with the issuance of the approval judgment (*sentenza di omologazione*) by the competent court. In case one dissenting creditor who is part of a dissenting class, or if classes of creditors are not established, the dissenting creditors representing 20% of the claims admitted to the vote, dispute the convenience of the *concordato* proposal, the court may approve the *concordato preventivo* if it deems that the relevant claims can be satisfied within the *concordato* procedure to an extent not lower than within the judicial liquidation.

The approved *concordato preventivo* is mandatory for all creditors.

Debt restructuring agreements (accordi di ristrutturazione di debiti)

In comparison with the Old Italian Bankruptcy Law, the Code sets forth that the debtor in a state of crisis or insolvency can enter into debt restructuring agreements with creditors representing at least 30% of the overall credits provided that (a) the agreement does not envisage any delay for the payment of non-participating creditors and (b) no temporary protective measures are requested by the debtor. If such conditions are not met, the percentage of credits to be comprised in the agreement rises up to 60%, as currently provided for by the Old Italian Bankruptcy Law.

In order to access to the procedure, the court, upon the debtor's request for access, issues a decree by which, if requested, it sets a term between 30 and 60 days, which may be extended upon the debtor's request for justified reasons and in the absence of any application for the opening of judicial liquidation, up to further 60 days within which the debtor shall file the debt restructuring agreements along with the relevant documentation.

The Code also provides for a mandatory scheme of the debt restructuring agreements and the documents that must be attached thereto. Furthermore, according to the Code, the stay of individual creditors' enforcement and interim actions will apply only if requested by the debtor (while under the Old Italian Bankruptcy Law it was triggered by a filing or pre-filing for a judicial restructuring procedure); the duration of the stay will be determined by the court on a case-by-case basis for no more than 12 months. The possibility of extending the effects of a debt restructuring agreement to non-participating creditors is no longer limited to non-participating financial creditors if, *inter alia*, (a) the agreement has a non-liquidating nature, providing for the prosecution of business activity (either directly or indirectly), and the creditors are satisfied significantly or predominantly by the proceeds of the business continuity, (b) the claims of the participating creditors belonging to the category represent 75% percent of all creditors belonging to the category, or (c) the non-participating creditors can be satisfied at least equally to the judicial liquidation. Finally, under the Code, the possibility of extending the effects of a standstill agreement (*convenzione di moratoria*) to non-participating creditors is no longer limited to non-participating financial creditors.

Corporate group restructuring

The Code introduces a set of rules for the management of the insolvency of groups of companies whose main center of interest is located in Italy. In particular, insolvency proceedings with respect to a group of companies may be started through a single petition to the same court (regardless of the location of the registered office of the group members) aimed at establishing a single procedure, whether it is a composition with creditors (*concordato preventivo*), a debt restructuring agreement (*accordo di ristrutturazione dei debiti*) or a judicial liquidation, on the basis of a single plan for all the group companies or different plans mutually linked. Although a single plan is submitted, assets and liabilities of each member of the group will be reflected separately, without taking into consideration any substantial consolidation.

In case of a judicial liquidation procedure, a single petition may be filed before the same court only when the unitary judicial liquidation procedure results appropriate for the coordination of the liquidation of the assets of the group companies (without prejudice to the autonomy of the assets and liabilities of each company) so as to pursue the better satisfaction of the creditors of the group companies.

Other significant innovations in comparison with Old Italian Bankruptcy Law

- (i) *Claw back actions.* Under the Code, the principles which regulate claw-back actions, the relevant cases in which acts or transactions are ineffective by operation of law or voidable at the request of the bankruptcy receiver/extraordinary commissioner and the lengths of the claw-back periods are the same as previously provided under the Old Italian Bankruptcy Law, except for the provisions of Paragraphs 2 and 3 of Section 164 of the Code, which add two more cases of acts which are ineffective by operation of law: the repayments of (i) certain shareholders' loans and (ii) loans granted by the company which exercises the activity of direction and coordination over the debtor, both with claw-back period of one year.

Under the Code, claw-back periods for claw-back actions are applied to an anticipated timeframe: claw-back periods will be applied to acts and transactions which took place prior to the submission of the application which led to the opening of the judicial liquidation and to acts and transactions which took place after the submission of such application, when the latter was followed by the judicial liquidation of the debtor (while, under the Old Italian Bankruptcy Law, claw-back periods applied to acts and transactions which took place prior to the insolvency declaration).

- (ii) *Statutory priorities.* Statutory priorities will be regulated by Section 221 of the Code, which sets forth a new rank of subordinated debts (so-called “*crediti postergati*”).
- (iii) *Judicial liquidation composition with creditors (concordato nella liquidazione giudiziale).* In comparison with the Old Italian Bankruptcy Law, the Code sets forth that: (i) the debtor’s composition proposal within the judicial liquidation must always provide additional contributions increasing the value of the assets of at least 10%, and (ii) if the debtor has issued notes or financial instruments, the holders of such notes or financial instruments must be gathered into a class of creditors.
- (iv) *Certified restructuring plans (piani attestati di risanamento).* In comparison with the Old Italian Bankruptcy Law, which does not provide for any mandatory scheme or guidelines to be followed by a company for the purpose of preparing a certified restructuring plan, the Code set forth the mandatory scheme and the documents that must be attached to it.
- (v) *Ineffectiveness of intragroup acts.* With regard to the companies belonging to the same group, Section 290 of the Code provides that actions may be brought by the receiver for a declaration of the ineffectiveness of acts and contracts, entered into in the five years preceding the filing of the petition for judicial liquidation, which have had the effect of transferring resources to another company in the group to the detriment of the creditors.
- (vi) *Subordination of intercompany loans.* The receivables which the company or body or natural person exercising management and coordination activities has, even after enforcement of securities, vis-à-vis the companies subject to management and coordination, or which the latter have against the former on the basis of financing relationships entered into after the filing of the request giving rise to the opening of judicial liquidation or during the preceding year, shall be subordinated to the satisfaction of the other creditors. If these claims have been repaid in the year preceding the request that the judicial liquidation be opened, the discipline of claw-back in the circumstances described under Section 164 of the Code (as described in point (i) above) shall apply.

Luxembourg

Applicable law

The New Notes will be secured by security interests governed by Luxembourg law. Under Luxembourg private international law rules, in order to determine which conflict of laws rule applies to *in rem* security interests, a Luxembourg court would distinguish between two aspects: (i) the contract between the parties that grants a security interest to one of them and governs the rights and obligations between the parties, and (ii) the “proprietary aspects” of the security interest that confer rights in the collateral, *i.e.*, the creation of rights *in rem*.

For each aspect, Luxembourg private international law draws a distinction for conflict of laws purposes and provides that: (i) the proper law of the contract (*lex contractus*) chosen by the parties or designated in accordance with the rules of regulation (EC) No 593/2008 of the European Parliament and of the Council of June 17, 2008 on the law applicable to contractual obligations (“*Rome I Regulation*”) governs the respective contractual rights and obligations of the parties, and (ii) the *lex rei sitae*, that is the law of the place where the assets are located, or deemed to be located, governs the proprietary aspects, *i.e.* creation, perfection, ranking and enforceability of a security interest.

For financial instruments such as registered shares the *lex rei sitae* is, from a Luxembourg conflict of laws perspective, deemed to be the law of the place where the register is located. For financial instruments such as bearer shares the *lex rei sitae* is, from a Luxembourg conflict of laws perspective, deemed to be the law of the place where the shares are physically located. For book-entry financial instruments the *lex rei sitae* is, from a Luxembourg conflict of laws perspective, deemed to be the law of the place where the relevant account is located. For claims, the *lex rei sitae* is, from a Luxembourg conflict of laws perspective, deemed to be the law of the place where the debtor of such claims is located.

The insolvency laws of Luxembourg may not be as favorable as insolvency laws of jurisdictions with which investors may be familiar. Insolvency proceedings with respect to a Luxembourg company may proceed under, and be governed by, Luxembourg insolvency laws. The following is a brief description of certain aspects of insolvency laws in Luxembourg. Under Luxembourg insolvency laws, the following types of proceedings (together referred to as “*insolvency proceedings*”) may be brought against a Luxembourg company to the extent that it has its registered office or center of main interest or an establishment (both such terms within the meaning of the EU Insolvency Regulation) in Luxembourg (in the latter case assuming that the center of main interests is located in a jurisdiction where the EU Insolvency Regulation is applicable) or its central administration (*administration centrale*) is in the Grand Duchy of Luxembourg (within the meaning of the Luxembourg Companies Law):

- bankruptcy proceedings (*faillite*);
- suspension of payments proceedings (*sursis de paiements*);
- judicial liquidation (*liquidation judiciaire*); and
- administrative dissolution (*procédure de dissolution administrative sans liquidation*).

Finally, the law on business preservation and modernization of bankruptcy law (the “*Insolvency Modernization Law*” or the “*IML*”) has been voted by the Luxembourg Parliament on July 19, 2023. The IML implements the EU Restructuring Directive. In this respect, the IML provides for three new, largely voluntary, preventive reorganization procedures adapted to the size of the relevant business:

- conciliation (conservatory measure) (*conciliation*);
- reorganization by mutual agreement (*accord amiable*); and
- judicial reorganization proceedings (*réorganisation judiciaire*).

The IML entered into force on November 1, 2023. As of that date, the previous existing procedures of preventive composition proceedings (*concordat préventif de la faillite*) and controlled management proceedings (*gestion contrôlée*) have been repealed and are no longer available under Luxembourg law (except for proceedings already opened, which will continue to be governed by these provisions).

Bankruptcy proceedings (*faillite*)

General Administration of bankruptcy proceedings

The opening of bankruptcy proceedings may be requested by the Issuer or by any of their creditors or by the Public Prosecutor (*Procureur d’Etat*). Following such a request, the Commercial District Court (*Tribunal d’arrondissement*) dealing with commercial matters (“*Commercial District Court*”) having jurisdiction may open bankruptcy proceedings in the event that the Issuer: (a) has ceased to make payments (*cessation de paiements*) and (b) has lost its commercial creditworthiness (*ébranlement de crédit*). If the Commercial District Court considers that these conditions are met, it may open bankruptcy proceedings on its own motion, absent a request made by the Issuer or any of their creditors or the Public Prosecutor.

If the Commercial District Court declares a company bankrupt, it will appoint one or more bankruptcy receivers (*curateur(s)*), depending on the complexity of the proceedings, and a supervisory judge (*juge-commissaire*) to supervise the bankruptcy proceedings.

The period within which creditors must file their proof of claims (*déclaration de créance*) within a foreclosure period of six months starting from the judgment declaring bankruptcy.

The bankruptcy receiver will need to obtain the permission of the Commercial District Court for certain acts, such as agreeing to a settlement of claims or deciding to pursue the business of the Issuer during the bankruptcy proceedings.

Bankruptcy is governed by public policy rules, which generally delay the process and limit restructuring options of the group to which the bankrupt company belongs.

The judgment closing the bankruptcy proceedings dissolves the legal entity and immediately closes its liquidation.

The main effect of such bankruptcy is the suspension of all measures of enforcement against the Issuer, as applicable, subject to certain limited exceptions such as financial collateral arrangements governed by the Collateral Act 2005, for secured creditors, and the payment of unsecured creditors of the Issuer in accordance with their ranking upon the realization of the assets of the Issuer, as applicable.

In principle, contracts of the bankrupt company are not automatically terminated on commencement of bankruptcy proceedings, save for contracts for which the identity or solvency of the company was crucial (*intuitu personae* agreements) for the other party. However, certain contracts are terminated automatically by law, such as employment contracts, unless expressly confirmed by the receiver. Contractual provisions purporting to terminate a contract upon bankruptcy are generally held as being valid. In addition, the receiver may also choose to terminate contracts under certain conditions.

Unsecured claims of the Issuer will, in the event of a liquidation during bankruptcy of the Issuer only rank after: (i) the costs of bankruptcy (including any debt incurred for the bankruptcy) and (ii) the debts of the Issuer that are entitled to priority under Luxembourg law. Preferential debts under Luxembourg law include, *inter alia*:

- certain amounts owed to the Luxembourg Inland Revenue (*Administration des contributions directes*);
- value-added tax and other taxes and duties owed to the Luxembourg Registration Duties, Estates and VAT Authority (*Administration de l'enregistrement, des domaines et de la TVA*) or to the Luxembourg Customs and
- Excise Authority (*Administration des douanes et accises*);
- social security contributions; and
- remuneration owed to employees.

Assets over which a security interest has been granted will in principle not be available for distribution to unsecured creditors of the Issuer (except after enforcement and to the extent a surplus is realised and subject to application of the relevant priority rules, liens and privileges arising mandatorily by law). During insolvency proceedings, all enforcement measures by unsecured creditors of the Issuer are suspended.

Suspension of payments proceedings (*sursis de paiements*)

General administration of suspension of payments proceedings

A suspension of payments (*sursis de paiements*) of a commercial company can only be applied to a company that because of extraordinary and unforeseeable events, has to temporarily cease its payments but which has on the basis of its balance sheet sufficient assets to pay all amounts due to its creditors. The suspension of payments may also be granted if the situation of the applicant, although showing a loss, presents serious elements of reestablishment of the balance between its assets and its debts.

The purpose of the suspension of payments proceedings is to allow a business undertaking experiencing financial difficulties, to suspend its payments for a limited time after a complex proceeding involving both the Commercial District Court and the *Cour supérieure de justice* and the approval by a majority of the creditors representing, by their claims, three-quarters of the company's debts (excluding claims secured by privilege (*privilege*), mortgage (*hypothèque*) or pledge (*gage*)).

The suspension of payments is, however, not for general application. It only applies to those liabilities which have been assumed by the debtor prior to obtaining the suspension of payment and has no effect as far as taxes and other public charges or secured claims (by right of privilege, a mortgage or a pledge) are concerned.

Effects of suspension of payments proceedings

During the suspension of payments, ordinary creditors cannot open enforcement proceedings against the Issuer, or its assets. This stay on enforcement does not extend to preferred creditors, or to secured creditors, which are secured by mortgages (*hypothèques*), pledges (*gages*) or financial collateral arrangements governed by the Collateral Act 2005. The Issuer will continue to manage its own business under the supervision of a court-appointed administrator who must approve most of the transactions carried out by the Issuer.

When a suspension of payments ends, the stay on enforcement is terminated and the Issuer's managers can run the business again.

Judicial liquidation (*liquidation judiciaire*)

Judicial liquidation proceedings may be opened at the request of the public prosecutor against companies pursuing an activity violating criminal laws or that are in serious violation of the Luxembourg commercial code or of the Luxembourg law dated August 10, 1915 on commercial companies.

In particular, the non-compliance of the Issuer with the laws governing commercial companies including the requirement to file its annual accounts with the Luxembourg Trade and Companies Register may trigger the application of Article 1200-1 of the Companies Law according to which the Commercial District Court dealing with commercial matters may, at the request of the Public Prosecutor, decide on the dissolution and order the liquidation of the non-complying company.

The management of such judicial liquidation proceedings will generally follow similar rules as those applicable to bankruptcy proceedings.

In addition to the above, the Insolvency Modernization Law introduces three new reorganization procedures, providing for new preventive measures designed to avoid bankruptcy.

Administrative Dissolution (*procédure de dissolution administrative sans liquidation*).

The administrative dissolution proceeding allows for certain companies to be dissolved through an administrative proceeding without resorting to formal judicial dissolution and liquidation, in cases where the company has breached criminal laws, the Commercial Code or the laws governing commercial companies. Luxembourg companies may only be subject to the Administrative Dissolution Proceeding if they meet all three of the following conditions:

- they have no employees,
- they have no assets, and
- they pursue activities that are in breach of criminal law, or that seriously infringe provisions of the Luxembourg Commercial Code or the laws governing commercial companies, including laws on authorization to do business (for instance, failure to file the annual accounts, absence of registered office, resignation of the entire board of directors without replacement).

Conciliation (conservatory measure) (*Conciliation*)

The debtor may petition either the Minister for the Economy or the Minister for Small and Medium-Sized Enterprises for the appointment of a conciliator (*conciliateur d'entreprise*) with the purpose of facilitating the reorganization of all or part of its assets or its business operations.

This preventive measure aims to actively engage the debtor in the entirety of the process, which commences at its own voluntarily issued request. The conciliation also may be concluded at the discretion of either the debtor itself or the appointed conciliator.

The scope of the conciliator's mission is determined by the relevant Minister, while remaining within the boundaries of the debtor's initial request. The primary objective of said mission should aim towards the preparation of a mutual agreement (*accord amiable*) or the attainment of the creditors' consensus in the event of a reorganization plan. The conciliator's mission may also encompass the preparation and facilitation of a court-ordered transfer of all or part of the business' activities and assets to third parties in order to ensure their continued viability.

This measure is entirely voluntary and serves the sole purpose of facilitating the reorganization of the business and its assets, through the intermediary help of the conciliator. However, no actions may be undertaken without the debtor's approval. The conciliator lacks the authority to force the debtor to implement measures against its will.

Reorganization By Mutual Agreement (*accord amiable*)

Reorganization by mutual agreement (*accord amiable*) is a voluntary out-of-court proceeding pursuant to which the debtor and at least two of its creditors mutually agree to reorganise all or part of the assets or the business of the debtor. Once approved by the District Court (*tribunal d'arrondissement*), the mutual agreement is enforceable and payments pursuant to it are enforceable against the insolvency estate even if they fall within the suspect period.

Judicial reorganization proceedings (*Procédure de réorganisation judiciaire*)

According to the Insolvency Modernization Law, the debtor may also apply for a judicial reorganization procedure. Judicial reorganization proceedings aim to preserve the continuity of all or part of the assets or the business of the debtor under the supervision of the court.

The Insolvency Modernization Law provides for three different judicial reorganization proceedings depending on the intended objective:

- **Mutual agreement:** The debtor intends to obtain a stay (*sursis*) to conclude a mutual agreement. The proceedings are judicial compared to the above-mentioned reorganization by mutual agreement (out-of-court procedure), so that the common rules governing the judicial reorganization proceedings are applicable. The requested stay, restricting the creditors' possibilities to engage in enforcement actions except for financial collateral arrangements governed by the Collateral Act 2005, is limited in its duration (up to four months, with possible extensions for a total maximum time limit of twelve months).
- **Collective agreement:** The debtor intends to reach a collective agreement (*accord collectif*) with some or all of its creditors on a reorganization plan which sets out the detailed measures envisaged to rehabilitate the business' viability. The affected creditors will vote on the plan which, when approved, will be homologated by the court. This enables a restructuring plan to bind dissenting creditor classes under certain circumstances and to impose the rehabilitation measures upon them even if they did not vote in favour of it.
- **Transfer by court order:** All or part of the assets or the business of the debtor is transferred, by court order, to one or several third parties. This proceeding may be voluntary and involves employees and employee representatives.

Certain common rules govern the judicial reorganization proceedings. During the pre-opening phase, once the debtor requests the opening of a procedure, a delegate judge is appointed and the obligation to file a bankruptcy petition is suspended and the public prosecutor is informed. From the submission of the request onwards, no bankruptcy, judicial liquidation (other than the judicial liquidation provided by Article 1200-1 of the Companies Law) or enforcement measures (with exceptions) can be declared or taken until the judgment of the District Court ruling on the debtor's request.

When the procedure is opened, a stay (*sursis*) on payments for a maximum of four months begins, also with possible extensions of up to a total of 12 months. Existing agreements and financial arrangements are still enforceable (with exceptions, not applicable to employment agreements) – financial collateral arrangements (e.g. pledges), set-off or netting arrangements and professional payment guarantees remain enforceable and unaffected by a judicial reorganization procedure, thus continuing to benefit creditors. Ongoing contracts will also continue. Payments are effective against third parties and new liabilities are considered as being debts of the insolvency estate.

Effects of insolvency proceedings

The liabilities of a company incorporated in Luxembourg in respect of the New Notes will, in the event of its liquidation following bankruptcy or judicial liquidation proceedings, rank after the cost of liquidation (including any debt incurred for the purpose of such liquidation) and those of the concerned company's debts that are entitled to priority under Luxembourg law. Preferential debts under Luxembourg law include, among others, certain amounts owed to the Luxembourg Revenue, value-added tax and other taxes and duties owed to the Luxembourg Customs and Excise, social security contributions, and remuneration owed to employees.

Assets over which a security interest has been granted will in principle not be available for distribution to unsecured creditors (except after enforcement and to the extent a surplus is realized) and subject to application of the relevant priority rule and liens and privileges arising mandatorily by law. During insolvency proceedings, all enforcement measures by unsecured creditors are suspended.

Favorable rules apply in relation to security interests over claims or financial instruments securing monetary claims (or claims for the delivery of financial instruments) pursuant to the Financial Collateral Law 2005. Article 20 of the Financial Collateral Law 2005 provides that Luxembourg law financial collateral arrangements (pledges, security assignments and repo agreements) over claims and financial instruments falling within the scope of the Financial Collateral Law 2005, as well as valuation and enforcement measures agreed upon by the parties are valid and enforceable even if entered into during the pre-bankruptcy preference period (*période suspecte*) against third-parties, commissioners, receivers, liquidators and other similar persons notwithstanding the insolvency proceedings (save in the case of fraud).

Article 24 of the Financial Collateral Law 2005 provides that foreign law security interests over claims or financial instruments granted by a Luxembourg pledgor will be valid and enforceable as a matter of Luxembourg law

notwithstanding any Luxembourg insolvency proceedings, if such foreign law security interests are similar in nature to a Luxembourg security interest falling within the scope of the Financial Collateral Law 2005. If Article 24 applies, Luxembourg preference period rules are disapplied (save in the case of fraud).

Article 21(2) of the Financial Collateral Law 2005 provides that where a financial collateral arrangement has been entered into after the opening of liquidation proceedings or the coming into force of reorganization measures or the entry into force of such measures, such arrangement is enforceable against third parties, administrators, insolvency receivers, liquidators and other similar persons if the collateral-taker proves that it was unaware of the fact that such proceedings had been opened or that such measures had been taken or that it could not reasonably be aware of such proceedings, measures or arrangements. Following a judgment of the European Court of Justice dated November 10, 2016 in Case C 156/15, any assets becoming part of the estate after the commencement of the insolvency proceedings may not be considered as being subject to the financial collateral security interests falling within the scope, and benefiting from the regime established by, the Financial Collateral Law 2005.

However, where judicial reorganization proceedings under the Insolvency Modernization Law have been opened in respect of the debtor of the secured debt, the relevant creditors of the Issuer may, under certain very limited circumstances, be temporarily suspended from accelerating the secured debt in accordance with Article 30 of the Insolvency Modernization Law and hence face a situation where enforcing their security rights under the Luxembourg security documents might be delayed.

Generally, Luxembourg insolvency laws may also affect transactions entered into or payments made by a Luxembourg company during the pre-bankruptcy hardening period which is a maximum of six months and 10 days preceding the judgment declaring bankruptcy, except that in certain specific situations the court may set the start of the suspect period at an earlier date, if the bankruptcy judgment was preceded by another insolvency proceeding (e.g., a suspension of payment proceeding) under Luxembourg law. In particular:

- pursuant to article 445 of the Luxembourg Commercial Code, some specific transactions (in particular, the granting of a security interest for antecedent debts, the payment of debts which have not fallen due, whether payment is made in cash or by way of assignment, sale, set-off or by any other means; the payment of debts which have fallen due by any means other than in cash or by bill of exchange; and the sale of assets without consideration or with substantially inadequate consideration) entered into during the suspect period (or the 10 days preceding it) must be set aside or declared null and void, if so requested by the insolvency receiver; article 445 of the Luxembourg Commercial Code does not apply to financial collateral arrangements and set-off arrangements subject to the Financial Collateral Law 2005, such as Luxembourg law pledges over shares or receivables to the extent that they secure payment obligations and/or obligations to deliver financial instruments on the underlying assets of such instruments;
- pursuant to article 446 of the Luxembourg Commercial Code, payments made for matured debts as well as other transactions concluded for consideration during the suspect period are subject to cancellation by the court upon proceedings instituted by the insolvency receiver if they were concluded with the knowledge of the bankrupt's cessation of payments; article 446 of the Luxembourg Commercial Code does not apply to financial collateral arrangements and set-off arrangements subject to the Financial Collateral Law 2005, such as Luxembourg law pledges over shares or receivables to the extent that they secure payment obligations and/or obligations to deliver financial instruments on the underlying assets of such instruments; and
- article 448 of the Luxembourg Commercial Code and article 1167 of the Luxembourg Civil Code (*action paulienne*) gives the insolvency receiver (acting on behalf of the creditors) the right to challenge any fraudulent payments and transactions, including the granting of security with an intent to defraud, made prior to the bankruptcy, without any time limit.

The Financial Collateral Law 2005 expressly provides that Luxembourg financial collateral arrangements (such as Luxembourg pledges over receivables and financial instruments), including enforcement measures, are valid and enforceable even if entered into during the pre-bankruptcy period, against all third parties including supervisors, receivers, liquidators and any other similar persons or bodies irrespective of any bankruptcy, liquidation or other situation, national or foreign, of composition with creditors or reorganization affecting anyone of the parties, save in case of fraud.

In principle, a bankruptcy order rendered by a Luxembourg court does not result in automatic termination of contracts except for *intuitu personae* contracts, that is, contracts for which the identity of the company or its solvency were crucial. The contracts, therefore, subsist after the bankruptcy order, but the insolvency receiver may choose to terminate certain contracts. However, as of the date of adjudication of bankruptcy, no interest on any unsecured claim will accrue vis-à-vis the bankruptcy estate. The bankruptcy order provides for a period of time during which creditors must file their claims with the clerk's office of the Luxembourg district court sitting in commercial matters. After having converted all available assets of the company into cash and after having determined all the company's liabilities, the insolvency receiver

will distribute the proceeds of the sale, on a pro rata basis, to the creditors after deduction of the receiver fees and the bankruptcy administration costs.

International aspects of Luxembourg bankruptcy, reorganization or composition proceedings may be subject to the EU Insolvency Regulation. In particular, in accordance with Article 8 of the EU Insolvency Regulation, rights *in rem* over assets located in another jurisdiction where the EU Insolvency Regulation applies will not be affected by the opening of insolvency proceedings, without prejudice however to the applicability of rules relating to the voidness, voidability or unenforceability of legal acts detrimental to all the creditors (subject to the application of article 24 of the Financial Collateral Law 2005 as described above in combination with Article 16 of the EU Insolvency Regulation).

TRANSFER RESTRICTIONS

You are advised to consult legal counsel prior to making any offer, resale, pledge or other transfer of any of the New Notes (including the Guarantees) offered hereby.

The New Notes and the Guarantees have not been, and will not be, registered under the U.S. Securities Act or any U.S. state securities laws and, unless so registered, may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the New Notes (including the Guarantees) offered hereby are being offered and sold only to QIBs in reliance on Rule 144A under the U.S. Securities Act and to persons who are not U.S. persons and who are outside the United States in an offshore transaction in reliance on Regulation S under the U.S. Securities Act. As used in this section, the terms “*United States*,” “*U.S. person*” and “*offshore transaction*” have the meanings given to them in Regulation S.

In addition, until 40 days after the later of the commencement of the Offering and the Issue Date, an offer or sale of the New Notes (including the Guarantees) within the United States by a dealer (whether or not participating in the Offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than pursuant to Rule 144A.

Each purchaser of the New Notes (including the Guarantees), by its acceptance thereof, will be deemed to have acknowledged, represented to and agreed with the Issuer, each Guarantor, and the Initial Purchasers as follows:

- (1) It understands and acknowledges that the New Notes (including the Guarantees) have not been and will not be registered under the U.S. Securities Act or any applicable state securities law; are being offered for resale in transactions not requiring registration under the U.S. Securities Act or any state securities law, including sales pursuant to Rule 144A and Regulation S; and may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the U.S. Securities Act or any applicable state securities law, pursuant to an exemption therefrom or in any transaction not subject thereto and in each case in compliance with the conditions for transfer set forth in paragraph (5) below.
- (2) It is not an “affiliate” (as defined in Rule 144 under the U.S. Securities Act) of the Issuer or any Guarantor or acting on behalf of the Issuer or any Guarantor and it is either:
 - (a) a QIB and is aware that any sale of the New Notes (including the Guarantees) to it will be made in reliance on Rule 144A and the acquisition of the New Notes (including the Guarantees) will be for its own account or for the account of another QIB; or
 - (b) not a U.S. person, nor is it purchasing for the account of a U.S. person, and is purchasing the New Notes (including the Guarantees) outside the United States in an offshore transaction in accordance with Regulation S.
- (3) It acknowledges that neither the Issuer, the Guarantors nor the Initial Purchasers, nor any person representing the Issuer, the Guarantors or the Initial Purchasers, has made any representation to it with respect to the Offering or sale of any New Notes (including the Guarantees), other than the information contained in this Offering Memorandum, which Offering Memorandum has been delivered to it and upon which it is relying in making its investment decision with respect to the New Notes (including the Guarantees). It acknowledges that neither the Initial Purchasers nor any person representing the Initial Purchasers makes any representation or warranty as to the accuracy or completeness of the information contained in this Offering Memorandum. It also acknowledges that it has had access to such financial and other information concerning the Issuer and the New Notes (including the Guarantees) as it has deemed necessary in connection with its decision to purchase any of the New Notes (including the Guarantees), including an opportunity to ask questions of, and request information from, the Issuer and the Initial Purchasers.
- (4) It is purchasing the New Notes (including the Guarantees) for its own account, or for one or more investor accounts for which it is acting as a fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the U.S. Securities Act or any state or other securities laws, subject to any requirement of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and subject to its or their ability to resell such New Notes (including the Guarantees) pursuant to Rule 144A, Regulation S or any other exemption from registration available under the U.S. Securities Act.

- (5) It agrees, on its own behalf and on behalf of any investor account for which it is purchasing the New Notes (including the Guarantees), and each subsequent holder of the New Notes by its acceptance thereof will be deemed to agree, not to offer, sell or otherwise transfer such New Notes prior to the date (the “*Resale Restriction Termination Date*”) that is, in the case of the New Notes sold in reliance on Rule 144A, one year after the later of the Issue Date, the issue date of any additional New Notes and the last date on which the Issuer or any of its affiliates was the owner of such New Notes (or any predecessor thereof), or is, in the case of New Notes sold in reliance on Regulation S, 40 days after the later of the Issue Date, the issue date of any additional New Notes, and the date on which such New Notes (or any predecessor thereof) were first offered to persons other than Distributors (as defined in Rule 902 of Regulation S), except (i) to the Issuer, the Guarantors or any subsidiary thereof; (ii) pursuant to a registration statement that has been declared effective under the U.S. Securities Act; (iii) for so long as the New Notes are eligible pursuant to Rule 144A under the U.S. Securities Act, to a person it reasonably believes to be a QIB that purchases for its own account or for the account of a QIB to whom notice is given that the transfer is being made in reliance on Rule 144A under the U.S. Securities Act; (iv) pursuant to an offshore transaction to persons who are not U.S. persons and who are outside the United States within the meaning of Regulation S under the U.S. Securities Act and in reliance on Regulation S under the U.S. Securities Act or (v) pursuant to any other available exemption from the registration requirements of the U.S. Securities Act, subject in each of the foregoing cases to any requirement of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and to compliance with any applicable state securities laws and any applicable local laws and regulations, and further subject to the Issuer’s and the Trustee’s rights prior to any such offer, sale or transfer (I) pursuant to clauses (iv) or (v) prior to the Resale Restriction Termination Date to require the delivery of an opinion of counsel, certification and/or other information satisfactory to each of them, (II) in each of the foregoing cases, to require that a certificate of transfer in the form appearing on the other side of the New Note is completed and delivered by the transferor to the Trustee and (III) agrees that it will give to each person to whom the New Note is transferred a notice substantially to the effect of this legend. Each purchaser acknowledges that each New Note (and each Guarantee) will contain a legend substantially to the following effect:

THIS SECURITY HAS NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “*U.S. SECURITIES ACT*”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION, AND, NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, (1) REPRESENTS THAT (A) IT IS A “*QUALIFIED INSTITUTIONAL BUYER*” (AS DEFINED IN RULE 144A UNDER THE U.S. SECURITIES ACT (“*RULE 144A*”)) OR (B) IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION PURSUANT TO RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND (2) AGREES NOT TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE “*RESALE RESTRICTION TERMINATION DATE*”) THAT IS [IN THE CASE OF RULE 144A NOTES: ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE OF THIS SECURITY, THE ORIGINAL ISSUE DATE OF THE ISSUANCE OF ANY ADDITIONAL NOTES, AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY)] [IN THE CASE OF REGULATION S NOTES: 40 DAYS AFTER THE LATER OF THE ORIGINAL ISSUE DATE OF THIS SECURITY, THE ORIGINAL ISSUE DATE OF THE ISSUANCE OF ANY ADDITIONAL NOTES, AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR THERETO) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS] ONLY (A) TO THE ISSUER, THE GUARANTORS OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A “*QUALIFIED INSTITUTIONAL BUYER*” AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS

BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS OCCURRING OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN RELIANCE ON REGULATION S UNDER THE U.S. SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND TO COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS AND FURTHER SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (I) PURSUANT TO CLAUSES (D) OR (E) PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, (II) IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE AND (III) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. [IN THE CASE OF REGULATION S NOTES: BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON, NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON, AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE U.S. SECURITIES ACT. AS USED HEREIN, THE TERMS "*OFFSHORE TRANSACTION*," "*UNITED STATES*," AND "*U.S. PERSON*" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE U.S. SECURITIES ACT.]

BY ACCEPTANCE OF THIS SECURITY OR ANY INTEREST HEREIN, EACH SUCH HOLDER WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (A) NO PORTION OF THE ASSETS USED TO ACQUIRE OR HOLD THIS SECURITY OR ANY INTEREST HEREIN CONSTITUTES ASSETS OF ANY (I) "EMPLOYEE BENEFIT PLAN" WITHIN THE MEANING OF SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("*ERISA*") THAT IS SUBJECT TO TITLE I OF ERISA, (II) PLAN, INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "*CODE*"), OR PROVISIONS UNDER ANY OTHER U.S. OR NON-U.S. FEDERAL, STATE, LOCAL OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE (COLLECTIVELY, "*SIMILAR LAWS*"), OR (III) ENTITY OR ACCOUNT WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE THE ASSETS OF ANY OF THE FOREGOING DESCRIBED IN CLAUSE (I) AND (II) OR (B) THE ACQUISITION AND HOLDING OF THIS SECURITY OR ANY INTEREST HEREIN WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR ANY SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAWS.

If the purchaser purchases the New Notes (including the Guarantees), it will also be deemed to acknowledge that the foregoing restrictions apply to holders of beneficial interests in these New Notes (including the Guarantees) as well as to holders of these New Notes (including the Guarantees).

- (6) It agrees that it will give to each person to whom it transfers the New Notes (including the Guarantees) notice of any restrictions on transfer of such New Notes.
- (7) It acknowledges that the Transfer Agent will not be required to accept for registration of transfer any New Notes (including the Guarantees) except upon presentation of evidence satisfactory to the Issuer and the Transfer Agent that the restrictions set forth therein have been complied with.
- (8) It acknowledges that the Issuer, the Initial Purchasers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements and agrees that if any of the acknowledgements, representations, warranties and agreements deemed to have been made by its purchase of the New Notes (including the Guarantees) are no longer accurate, it will promptly notify the

Initial Purchasers. If it is acquiring any New Notes (including the Guarantees) as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such investor account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such investor account.

- (9) It understands that no action has been taken in any jurisdiction (including the United States) by the Issuer or the Initial Purchasers that would result in a public offering of the New Notes (including the Guarantees) or the possession, circulation or distribution of this Offering Memorandum or any other material relating to the Issuer or the New Notes (including the Guarantees) in any jurisdiction where action for such purpose is required. Consequently, any transfer of the New Notes will be subject to the selling restrictions set forth under “*Plan of Distribution*” and “*Transfer Restrictions*.”
- (10) It is not nor is it acting for the account of a retail investor in the European Economic Area. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “*MiFID II*”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “*Insurance Distribution Directive*”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “*Prospectus Regulation*”).
- (11) It is not nor is it acting for the account of a retail investor in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“*EUWA*”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, “*FSMA*”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA (the “*UK Prospectus Regulation*”).
- (12) It understands that: (i) the New Notes (including the Guarantees) are not intended to be offered, sold or otherwise made available to an should not be offered, sold or otherwise made available to any retail investor (as defined in paragraph (11) above) in the European Economic Area, and (ii) no key information document required by Regulation (EU) No 1286/2014 (as amended, the “*PRIIPs Regulation*”) for offering or selling the New Notes (including Guarantees) or otherwise making them available to retail investors in the European Economic Area has been prepared and therefore offering or selling the New Notes (including Guarantees) or otherwise making them available to any retail investor in the European Economic Area may be unlawful under the PRIIPs Regulation.
- (13) It understands that: (i) the New Notes (including the Guarantees) are not intended to be offered, sold or otherwise made available to an should not be offered, sold or otherwise made available to any retail investor (as defined in paragraph (12) above) in the United Kingdom, and (ii) no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “*UK PRIIPs Regulation*”) for offering or selling the New Notes (including Guarantees) or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the New Notes (including Guarantees) or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.
- (14) It is (i) a person having professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “*Order*”), (ii) a high net worth entity falling within Article 49(2)(a) to (d) of the Order, or (iii) a person to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of the New Notes (including the Guarantees) would otherwise lawfully be communicated or caused to be communicated.
- (15) It represents that it understands that the Issuer shall not recognize any offer, sale, pledge or other transfer of the New Notes (including the Guarantees) other than in compliance with the above-stated restrictions.
- (16) It represents and agrees that either (a) no portion of the assets used by such acquirer or transferee to acquire or hold the New Notes or any interest therein constitutes assets of any (i) “employee benefit plan” within the meaning of Section 3(3) of ERISA that is subject to Title I of ERISA, (ii) plan, individual retirement account or other arrangement that is subject to Section 4975 of the Code, or provisions under

any other U.S. or non-U.S. federal, state, local or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, “*Similar Laws*”), or (iii) entity or account whose underlying assets are considered to include the assets of any of the foregoing described in clauses (i) and (ii) or (b) the acquisition and holding of the New Notes or any interest therein will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or any similar violation under any applicable Similar Laws.

LEGAL MATTERS

Certain legal matters are being passed upon for the Issuer and the Guarantors by Simpson Thacher & Bartlett LLP with respect to matters of U.S. federal and New York State law and English law, by J&A Garrigues, S.L.P. with respect to matters of Spanish law, by Arendt & Medernach SA with respect to matters of Luxembourg law, by Morgan & Morgan with respect to matters of Panamanian law, by Pirola Pennuto Zei & Associati with respect to matters of Italian law, by Garrigues Mexico, S.C. with respect to matters of Mexican law and by Garrigues Colombia S.A.S. with respect to matters of Colombian law.

Certain legal matters are being passed upon for the Initial Purchasers by Linklaters LLP with respect to matters of U.S. federal and New York State law, English law and Luxembourg law, by Linklaters, S.L.P. with respect to matters of Spanish law, by Tapia Linares y Alfaro with respect to matters of Panamanian law and by Studio Legale Associato in association with Linklaters LLP with respect to matters of Italian law.

INDEPENDENT AUDITORS

The Company's consolidated financial statements as of and for the years ended December 31, 2022, December 31, 2021 and December 31, 2020 have been audited by Ernst & Young S.L. and the Company's consolidated financial statements as of and for the year ended December 31, 2020 have also been jointly audited by Cortés & Pérez Auditores y Asesores Asociados, S.L., in each case, independent auditors, as stated in their reports appearing herein.

ENFORCEMENT OF CIVIL LIABILITIES

The Issuer is a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg for the purpose of facilitating the Original Acquisition and issuing debt, the Guarantors of the New Notes have been incorporated or organized in Spain, Panama and Mexico. Security documents will be governed by the laws of Spain, Panama, Mexico, Italy and Luxembourg and the Intercreditor Agreement is governed by the laws of England and Wales. The directors or managers and executive officers of the Guarantors may be non-residents of the United States, and the Issuer's assets and those of such persons may be located outside the United States. Although the Issuer will appoint an agent for service of process in the United States and will submit to the jurisdiction of the courts of the State of New York, in each case in connection with any action under U.S. securities laws, you may not be able to effect service of process on non-residents of the United States or the Issuer within the United States in any action, including actions predicated on civil liability provisions of the U.S. federal and state securities laws or other laws.

Spain

Certain of the Guarantors and Collateral are incorporated and granted under the laws of the Kingdom of Spain. The directors and executive officers of the referred Guarantors may live outside the United States. Substantially all of the assets of the directors and executive officers of said Guarantors may be located outside the United States. As a result, it may not be possible for you to serve process on such persons or the Guarantors in the United States or to enforce judgments obtained in U.S. courts against them or the Issuer or the Guarantors based on civil liability provisions of the securities laws of the United States.

The United States and Spain are not party to a treaty providing for reciprocal recognition and enforcement of judgments. Accordingly, a judgment rendered by any U.S. federal or state court based on civil liability, whether or not predicated solely upon U.S. federal or state securities laws, enforceable in the United States, would not directly be recognized or enforceable in Spain, in accordance with and subject to Article 523 of the Spanish Civil Procedure Act (*Ley 1/2000, de 7 de enero, de Enjuiciamiento Civil*) and subject to Law 29/2015, of July 30, on International Legal Cooperation in Civil Matters (*Ley 29/2015, de 30 de julio, de Cooperación Jurídica Internacional en material civil*) (the "*International Legal Cooperation in Civil Matters Act*") which repeals Articles 951 to 958 of the former Spanish Civil Procedure Act of 1881 (*Real Decreto de Promulgación de 3 de febrero de 1881 de Enjuiciamiento Civil*).

A party in whose favor such judgment was rendered should initiate the recognition proceedings (*exequatur*) in Spain before the relevant Court of First Instance (*Tribunal de Primera Instancia*) or Commercial Court (*Juzgado de lo Mercantil*), as the case may be. According to the International Legal Cooperation in Civil Matters Act, recognition and enforcement in Spain of such U.S. judgment could be obtained *provided* that the following conditions have been met (which conditions, under prevailing Spanish case law, do not include a review by the Spanish Court of First Instance or Commercial Court, as the case may be, of the merits of the foreign judgment):

- (i) the U.S. judgment is final and conclusive (*firme*);
- (ii) such U.S. judgment was rendered by a court having jurisdiction over the matter since the dispute is clearly connected to the United States and the choice of the court is not fraudulent;
- (iii) where rendering the judgment, the courts rendering it did not infringe an exclusive ground of jurisdiction provided for in Spanish law or based their jurisdiction on exorbitant grounds and the choice of court is not fraudulent;
- (iv) the rights of defense of the defendant were protected where rendering the judgment, including, but not limited to, that the document introducing the proceedings was duly made known to the defendant in a timely manner that allowed for adequate defense;
- (v) the U.S. judgment was not rendered by default (i.e., without appearance or without the possibility to appear for the defendant);
- (vi) such U.S. judgment does not contravene Spanish public policy rules (*orden público*) or mandatory provisions;
- (vii) there is no material contradiction or incompatibility of the U.S. judgment with a judgment rendered or judicial proceedings outstanding in Spain; there is no pending proceeding between the same parties and in relation to the same issues in Spain;
- (viii) there is no pending proceeding between the same parties and in relation to the same issues in Spain;

- (ix) there is no material contradiction or incompatibility with an earlier judgment rendered in any other State *provided* that such judgment complies with the applicable conditions to be enforceable in Spain;
- (x) that there is not an ongoing proceeding between the same parties and dealing with the same subject which was opened before a Spanish court prior to the opening of the proceedings before the foreign court;
- (xi) the copy of the judgment presented before the Spanish Court is duly apostilled and the documentation prepared for the purposes of requesting the enforcement is accompanied by a Spanish translation in accordance with Article 144 of the Spanish Civil Procedure Act (*Ley 1/2000, de 7 de enero de Enjuiciamiento Civil*); or
- (xii) the Spanish Guarantors are not subject to an insolvency proceeding in Spain and the foreign judgment does not meet the requirements provided for in the Spanish Insolvency Act.

According to Article 3.2 of Spanish International Cooperation in Civil Matters Act, the Spanish government may refuse to cooperate with other states' authorities if there has been a reciprocal refusal to cooperate or a legal prohibition on providing cooperation is imposed by such other state's authorities, *provided* that the Spanish government passes a Royal Decree for these purposes.

The Spanish courts may express any such order in a currency other than euro in respect of the amount due and payable by a Spanish Guarantor, but in case of enforcement in Spain, the court costs and interest will be paid in euro. Any judgment obtained against the Issuer or any of the Spanish Guarantors in any country bound by the provisions of EU Regulation 1215/2012 of the European Parliament and of the Council on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters would be recognized and enforceable by the Spanish courts, without review of its merits.

The enforcement of any judgments in Spain will be subject to, among others, the following requirements: (a) documents in a language other than Spanish must be accompanied by a translation into Spanish (translator's fees will be payable); (b) certain professional fees are required for the verification of the legal authority of a party litigating in Spain if needed; (c) the payment of certain court fees, and (d) the procedural acts of a party litigating in Spain shall be directed by an attorney at law and the party shall be represented by a Court Agent (*procurador*). In addition, please note that Spanish civil proceedings rules cannot be amended by agreement of the parties and will therefore prevail notwithstanding any provision to the contrary in the New Notes.

Panama

The Panamanian Guarantor, Gaming & Services de Panama S.A., is incorporated under the laws of the Republic of Panama and none of its directors or executive officers are residents of the United States. Furthermore, a substantial portion of its assets and a substantial portion of the assets of such persons are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Panamanian Guarantor or such persons, or to enforce against them judgments of U.S. courts predicated upon the civil liability provisions of U.S. Federal or state securities.

The United States and the Republic of Panama are not currently bound by a bilateral treaty providing for reciprocal recognition and enforcement of judgments (exequatur). A U.S. judgment that is enforceable in the United States for the payment of monies rendered by any U.S. federal or state court based on civil liability, whether or not predicated solely upon the U.S. securities laws, would not be directly enforceable in the Republic of Panama. In the absence of any such treaty or proof that similar Panamanian judgments are not recognized and enforced in the jurisdiction rendering the judgment (in which case the judgment will not be recognized in the Republic of Panama), judgments rendered by a foreign court will be recognized and enforced in the Republic of Panama *provided* that it meets the following requirements contemplated in the article 1419 of the Judicial Code of Panama:

- that the foreign judgment was rendered as a consequence of the exercise of an action in personam, with the exception of what the law especially regulates for successions in other countries; that the foreign judgment was rendered as part of a proceeding in which the lawsuit was personally served on the defendant;
- that the obligation which is sought to be enforced in Panama is legal and not contrary to public policy in the territory of the Republic of Panama;
- that the copy of the foreign judgment must be authentic (that is, it must have been authenticated either by the Panamanian Consul of the place where it was issued or by apostille prior to its submission in the Republic of Panama as part of the request of enforcement); and

- that a copy of the judgment is translated into Spanish by a licensed translator in Panama.

A petition must be submitted to the Supreme Court of Panama, to determine if the foreign judgment can or cannot be enforced in Panama. The Supreme Court's Fourth Chamber will deliver a copy of the petition to the party against whom the judgment will be enforced and to the Attorney General of Panama, giving each a term of five days to submit arguments in connection with the petition.

The Issuer and the Guarantors have agreed that any suit, action or proceeding arising out of or based upon the indenture, the New Notes or the Guarantees may be instituted in any Federal or state court located in New York City, and the Issuer and the Guarantors have appointed Blackstone Management Partners L.L.C. as their agent for service of process in any such suit, action or proceeding.

Mexico

A judgment for money obtained in a foreign court would be enforceable in Mexico against the Mexican Subsidiary Guarantor, without a re-examination on its merits, pursuant to Articles 569 and 571 of the Federal Code of Civil Procedure of Mexico and Article 1347-A of the Commerce Code. Such statutes provide, *inter alia*, that a judgment for money rendered outside Mexico may be enforced by Mexican courts, to the extent the Mexican court in which enforcement is sought confirms that:

- such judgment was obtained in compliance with the legal requirements of the jurisdiction of the court rendering such judgment, and in compliance with all legal requirements of the applicable documents, as the case may be;
- such judgment is strictly for the payment of a certain sum of money, based on an *in personam* action (as opposed to an action *in rem*);
- service of process is made personally on the Mexican Subsidiary Guarantor or on its duly approved process agent; *provided*, however, that as a result of service of process carried out in such manner, the Mexican Subsidiary Guarantor is not prevented from exercising its rights to answer any lawsuit, be heard and provide evidence in connection therewith;
- the obligation which enforcement is sought, does not violate Mexican law, public policy of Mexico (*orden público*), international treaties or agreements binding upon Mexico and generally accepted principles of international law;
- the applicable procedure under the laws of Mexico with respect to the enforcement of foreign judgments is complied with (including the issuance of a letter by the competent authority of such jurisdiction requesting enforcement of such judgment and its certification as authentic by the corresponding authorities of such jurisdiction, in accordance with the laws thereof);
- the judgment is a final judgment according to the laws of the respective governing law;
- the foreign court, as the case may be, recognizes the principles of reciprocity in connection with the enforcement of Mexican judgments in such jurisdiction;
- the judgment fulfills the necessary requirements to be considered authentic; and
- the action in respect of which such judgment is rendered is not the subject matter of a lawsuit among the same parties, pending before a Mexican court.

Mexican courts may deny the execution of a foreign resolution if it is proven that the country who issued the foreign judgment denies the enforcement of Mexican resolutions (lack of reciprocity).

Luxembourg

As there is no treaty in force governing the reciprocal recognition and enforcement of judgments in civil and commercial matters between the United States and Luxembourg, courts in Luxembourg will not automatically recognize and enforce a final judgment rendered by a United States court. A valid, final, non-appealable and conclusive judgment against an issuer incorporated in Luxembourg with respect to the New Notes obtained from a court of competent jurisdiction in the United States which remains in full force and effect after all appeals that may be taken in the relevant state or federal jurisdiction with respect thereto have been taken, may be entered and enforced through a court of competent jurisdiction

of Luxembourg, subject to compliance with the enforcement procedures (exequatur) set out in the relevant provisions of the Luxembourg New Code of Civil Procedure (*Nouveau Code de Procédure Civile*) and Luxembourg case law, being:

- the judgment of the U.S. court is enforceable (*exécutoire*) in the United States;
- the U.S. court had full jurisdiction over the subject matter leading to the judgment (that is, its jurisdiction was in compliance both with Luxembourg private international law rules and with the applicable domestic U.S. federal or state jurisdictional rules);
- the U.S. court has applied to the dispute the substantive law which would have been applied by Luxembourg courts or, at least, the order must not contravene the principles underlying those rules (based on case law and legal doctrine, it is not certain that this condition would still be required for an exequatur to be granted by a Luxembourg court);
- the judgment must not have been obtained by fraud but in compliance with the rights of the defendant to appear, and if the defendant appeared, to present its defense and its own procedural laws; and
- the considerations of the foreign order, as well as the judgment, do not contravene international public policy as understood under the laws of Luxembourg or have been given proceedings of a penal, criminal or tax nature (which would include awards of damages made under civil liabilities provisions of the U.S. federal securities laws, or other laws, to the extent that the same would be classified by Luxembourg courts as being of a penal or punitive nature (for example, fines or punitive damages)) or rendered subsequent to an evasion of Luxembourg law (*fraude à la loi*). Ordinarily an award of monetary damages would not be considered as a penalty, but if the monetary damages include punitive damages such punitive damages may be considered as a penalty.

If an original action is brought in Luxembourg, without prejudice to specific conflict of law rules, Luxembourg courts may refuse to apply the designated law (i) if the choice of such foreign law was not made bona fide or (ii) if the foreign law was not pleaded and proved or (iii) if pleaded and proved, such foreign law as contrary to mandatory Luxembourg laws or incompatible with Luxembourg public policy rules. In an action brought in Luxembourg on the basis of U.S. federal or state securities laws, Luxembourg courts may not have the requisite power to grant the remedies sought. Also, an exequatur may be refused in respect of punitive damages. In practice, Luxembourg courts now tend not to review the merits of a foreign judgment, although there is no clear statutory prohibition of such review.

Further, in the event of any proceedings being brought in a Luxembourg court in respect of a monetary obligation expressed to be payable in a currency other than euro, a Luxembourg court would have power to give judgment expressed as an order to pay a currency other than euro. However, enforcement of the judgment against any party in Luxembourg would be available only in euro and for such purposes all claims or debts would be converted into euro.

Under Luxembourg law, contractual provisions allowing the service of process against a party to a service agent could be overridden by Luxembourg statutory provisions allowing the valid serving of process against a party in accordance with applicable laws at the registered office of such party.

Italy

As there is no treaty in force governing the reciprocal recognition and enforcement of judgments in civil and commercial matters between the United States and Italy, Italian courts will not automatically recognize and enforce a final judgment rendered by a United States court. A final judgment against a person residing, or a company incorporated, in Italy obtained from a Court of competent jurisdiction in the United States may be recognized and enforced through a court of competent jurisdiction of Italy subject to compliance with the provisions set forth by Article 64 of Italian Law No. 218 of May 31, 1995, in case the following requirements are met:

- the U.S. court which rendered the final judgment had jurisdiction upon the matter according to the Italian principles on jurisdiction;
- summons and complaints were appropriately served on the defendants in accordance with applicable U.S. laws and, during the proceeding, no defendant's fundamental right to a defense has been violated;
- the parties to the proceeding appeared before the U.S. court in accordance with the U.S. laws or the proceeding were conducted in absentia (*in contumacia*) in accordance with the U.S. laws;
- the judgment rendered by the U.S. court is final, binding and not subject to any further appeal (*passato in*

giudicato) in accordance with U.S. laws;

- the judgment rendered by the U.S. court is not conflicting with any earlier final and binding judgment issued by an Italian court;
- there is no pending proceeding before any Italian court among the same parties and arising from the same facts and circumstances, which started prior to the commencement of the proceedings before the relevant U.S. court; and
- the content of the judgment rendered by the U.S. court does not violate Italian public policy.

In addition, according to Article 67 of Law No. 218, 1995, if a judgment rendered by a U.S. court is not complied with, its recognition is challenged or its enforcement becomes necessary, then a specific proceeding must be brought before the competent Court of Appeal in the Republic of Italy to this end. The Court of Appeal will not consider the merits of the case but will exclusively ascertain the fulfillment of all the requirements set out above (including that requiring that the judgment rendered by the U.S. court is not contrary to public policy in Italy).

If an original action is brought in Italy, Italian courts may refuse to apply the U.S. federal securities laws if their effects would be contrary to Italian public policy or they may apply certain substantive provisions of Italian law that are regarded as overriding mandatory provisions of law (*norme di applicazione necessaria*).

England and Wales

The U.S. and England and Wales currently do not have a treaty providing for the reciprocal recognition and enforcement of judgments (as opposed to arbitration awards) in civil and commercial matters. Consequently, a final judgment for payment rendered by any federal or state court in the United States based on civil liability, whether or not predicated solely upon U.S. federal securities laws, would not automatically be recognized or enforceable in England and Wales. In order to enforce any such U.S. judgment in England and Wales, proceedings must first be initiated before a court of competent jurisdiction in England and Wales. In such an action, the English court would not generally reinvestigate the merits of the original matter decided by the U.S. court (subject to what is described below) and it would usually be possible to obtain summary judgment on such a claim (assuming that there is no good defense to it). Recognition and enforcement of a U.S. judgment by an English court in such an action is conditional upon (among others) the following:

- the U.S. court having had, at the time when proceedings were served, jurisdiction over the original proceedings according to English rules of private international law;
- the U.S. judgment being final and conclusive, on the merits and for a debt or definite sum of money; and
- the U.S. judgment not being for a sum payable in respect of taxes, or other charges of a like nature or in respect of a penalty or fine or otherwise based on a U.S. law that an English court considers to relate to penal, revenue or other public law.

An English court may refuse to enforce such a judgment if the judgment debtor satisfies the court that:

- the U.S. judgment contravenes English public policy or the European Convention on Human Rights;
- the U.S. judgment includes an assessment of damages that has been arrived at by doubling, trebling or otherwise multiplying a sum assessed as compensation for the loss or damages sustained, is otherwise specified in Section 5 of the Protection of Trading Interests Act 1980 or is based on measures designated by the Secretary of State under Section 1 of the Act;
- the U.S. judgment has been obtained by fraud or in breach of English principles of natural or substantial justice;
- the U.S. judgment is a judgment in respect of the same subject matter involving the same parties as previously determined by an English court or another court whose judgment is entitled to recognition in England and Wales and is inconsistent with the earlier judgment of such court;
- the English enforcement proceedings were not commenced within the relevant limitation period;
- the party against whom the judgment is to be enforced is not subject to the jurisdiction of English courts;

or

- the U.S. judgment was obtained contrary to an agreement for the settlement of disputes under which the dispute in question was to be settled otherwise than by proceedings in a United States court (to whose jurisdiction the judgment debtor did not submit).

Only subject to the foregoing may investors be able to enforce in England and Wales judgments that have been obtained from U.S. federal or state courts. Notwithstanding the preceding, we cannot assure you that those judgments will be recognized or enforceable in England and Wales. In addition, we cannot assure you whether an English court would accept jurisdiction and impose civil liability if the original action was commenced in England and Wales, instead of the United States, and predicated solely upon U.S. federal securities laws.

WHERE YOU CAN FIND OTHER INFORMATION

Each purchaser of the New Notes from the Initial Purchasers will be furnished with a copy of this Offering Memorandum and any related amendments or supplements to this Offering Memorandum. Each person receiving this Offering Memorandum and any related amendments or supplements to this Offering Memorandum acknowledges that:

- (1) such person has been afforded an opportunity to request from us, and to review and has received, all additional information considered by it to be necessary to verify the accuracy and completeness of the information herein;
- (2) such person has not relied on the Initial Purchasers or any person affiliated with the Initial Purchasers in connection with its investigation of the accuracy of such information or its investment decision; and
- (3) except as provided pursuant to (1) above, no person has been authorized to give any information or to make any representation concerning the New Notes offered hereby other than those contained herein and, if given or made, such other information or representation should not be relied upon as having been authorized by the Group or the Initial Purchasers.

For so long as any of the New Notes are “restricted securities” within the meaning of the Rule 144(a)(3) under the Securities Act, the Group will, during any period in which it is neither subject to the reporting requirements of Section 13(a) or 15(d) of the U.S. Exchange Act, nor exempt from the reporting requirements under Rule 12g3-2(b) of the U.S. Exchange Act, provide to the holder or beneficial owner of such restricted securities or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner, in each case upon the written request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act. Any such request should be directed to the Issuer at 2-4, rue Eugène Ruppert, L-2453 Luxembourg.

The Group is not currently subject to the periodic reporting and other information requirements of the U.S. Exchange Act. However, pursuant to the Indenture governing the New Notes and so long as the New Notes are outstanding, the Group will furnish periodic information to holders of the New Notes. See “*Description of the Notes—Certain Covenants—Reports.*”

LISTING AND GENERAL INFORMATION

Listing

Application will be made for the listing of the New Notes on the Official List of the Luxembourg Stock Exchange and admission to trade on the Euro MTF Market in accordance with the rules and regulations of that exchange.

For as long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Luxembourg Stock Exchange's Euro MTF Market and the rules and regulations of that exchange require, copies of the following documents may be inspected and obtained at the registered offices of the Issuer:

- the organizational documents of the Issuer and the Guarantors; and
- the documents listed in the Index to Financial Statements below, including the annual consolidated financial statements, any interim financial statements and any other documents or reports to be published by us and furnished to holders of the New Notes.

We prepare annual audited consolidated financial statements. English translations of all of our future audited consolidated financial statements will be available free of charge at the office of the Issuer in Luxembourg. In addition, we prepare quarterly unaudited consolidated financial statements. English translations of all future quarterly unaudited consolidated financial statements of we will also be available free of charge at the office of the Issuer in Luxembourg.

There has been no significant change in the financial or trading position of the Issuer, the Group or the Guarantors since September 30, 2023 and no material adverse change in the financial position or prospects of the Issuer, the Group or the Guarantors since September 30, 2023.

Except as disclosed or described in this Offering Memorandum, we believe that the ongoing litigation that the Issuer or Guarantors are involved in, will not have a material adverse effect on our business, financial condition, or results of operations.

Clearing information

The New Fixed Rate Notes sold pursuant to Regulation S and the New Fixed Rate Notes sold pursuant to Rule 144A have been accepted for clearance through the facilities of Euroclear and Clearstream. The common code for the New Fixed Rate Notes sold pursuant to Regulation S is 276086332 and the common code for the New Fixed Rate Notes sold pursuant to Rule 144A is 276086359. The ISIN for the New Fixed Rate Notes sold pursuant to Regulation S is XS2760863329 and the ISIN for the New Fixed Rate Notes sold pursuant to Rule 144A is XS2760863592.

The New Floating Rate Notes will have the same ISIN and common codes as the 2028 Floating Rate Notes, provided that the New Floating Rate Notes sold outside the United States pursuant to Regulation S will initially bear a temporary ISIN and common code. On and from the consolidation date (which is the later of 40 days after the Issue Date and the last date on which we or any of our affiliates were owners of the New Floating Rate Notes), the New Floating Rate Notes will be consolidated and fully fungible with the 2028 Floating Rate Notes sold outside the United States pursuant to Regulation S.

The New Floating Rate Notes sold pursuant to Regulation S and the New Floating Rate Notes sold pursuant to Rule 144A have been accepted for clearance through the facilities of Euroclear and Clearstream. The temporary common code for the New Floating Rate Notes sold pursuant to Regulation S is 276086405, the permanent common code for the New Floating Rate Notes sold pursuant to Regulation S is 264969689 and the common code for the New Floating Rate Notes sold pursuant to Rule 144A is 264969727. The temporary ISIN for the New Floating Rate Notes sold pursuant to Regulation S is XS2760864053, the permanent ISIN for the New Floating Rate Notes sold pursuant to Regulation S is XS2649696890 and the ISIN for the New Floating Rate Notes sold pursuant to Rule 144A is XS2649697278.

The Issuer

Cirsa Finance International S.à r.l. (formerly, LHMC Finco S.à r.l.) is a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg for the purpose of facilitating the Original Acquisition and issuing debt, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg. The Issuer is registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés à Luxembourg*) under number B224669. The LEI code of the Issuer is 254900KUJN6DHW2K029.

Guarantor information

The following table lists the Guarantors as of the date of this Offering Memorandum, along with their date of incorporation or organization, address of registered office, company or business number and primary activities.

Name	Date of Incorporation, Amalgamation or Formation	Address of Registered Office	Company/ Business Number	Primary Activities
Cirsa Enterprises, S.A.U.	11/15/2017	Calle Fermina Sevillano 5-7, 28022, Madrid	A87959649	Holding company
Cirsa Gaming Corporation, S.A.	05/10/1978	Carretera de Castellar, 298, Terrassa	A08511149	Holding company
Cirsa International Business Corporation, S.L.U.	06/19/2018	Calle Fermina Sevillano, number 5-7, 28022, Madrid	B67243717	Holding company
Gaming & Services de Panama S.A.	05/23/1991	50th Street and 73rd Street, San Francisco Township, Cirsa Building, Panama City, Province of Panama, Republic of Panama	Electronic Folio 247629, Image 34, Roll 32423	Operation of gaming machines
Promociones e Inversiones de Guerrero, S.A.P.I. de C.V.	08/06/1993	Guillermo González Camarena 600, Santa Fe, Zedec, Álvaro Obregón, 01219, Mexico City, Mexico	Registry number with the Public Registry of Commerce: 180,867	Operating of gaming machines
Uniplay S.A.U.	06/02/2006	Calle Fermina Sevillano 5-7, 28022, Madrid	A61817458	Operation of gaming machines
Global Game Machine Corporation, S.A.U.	07/23/1980	Carretera de Castellar, 298, Terrassa	A08642787	Operation of gaming machines
Juegomatic, S.A.U.	04/28/1977	Avenida Los Vegas 27, 29006 Málaga	A29039799	Operation of gaming machines
Integración Inmobiliaria World de México, S.A., de C.V.	10/26/2006	Guillermo González Camarena 600, Santa Fe, Zedec, Álvaro Obregón, 01219, Mexico City, Mexico	Registry number with the Public Registry of Commerce: 355,882	Holding company
Cirsa Interactive Corporation, S.L.U.	11/27/1998	Carretera de Castellar, 298, Terrassa	B61818381	Operation of gaming machines
Universal de Desarrollos Electrónicos, S.A.U.	09/02/1982	Carretera de Castellar, 298, Terrassa	A08768335	Operation of gaming machines
Casino Nueva Andalucía Marbella, S.A.U.	02/25/1978	Casino Nueva Andalucía, Carretera Cádiz-Málaga-Marbella, km. 180, Málaga	A29043064	Operation of gaming machines
Genper, S.A.U.	02/21/1983	Carretera de Castellar, 298, Terrassa	A08805301	Operation of gaming machines
Comercial de Desarrollos Electrónicos, S.A.U.	11/09/1983	Carretera de Castellar, 298, Terrassa	A48140875	Operation of gaming machines
Sportium Apuestas Digital, S.A.U.	09/19/2011	Calle Independencia 11, entreplanta, Ceuta	A65640252	Betting and online
Barna Center, S.A.U.	02/13/1984	Ctra. de Castellar, 298, Terrassa	A08886400	Operation of gaming machines
Eleval Electrónicos Valencia, S.A.U.	03/30/1982	Calle Guadalquivir, 84, Horno de Alcedo, Valencia	A46176483	Operation of gaming machines

Independent Auditors

The Company's consolidated financial statements as of and for the years ended December 31, 2022, December 31, 2021 and December 31, 2020 have been audited by Ernst & Young S.L. and the Company's consolidated financial statements as of and for the year ended December 31, 2020 have also been jointly audited by Cortés & Pérez Auditores y Asesores Asociados, S.L., in each case, independent auditors, as stated in their reports appearing herein.

Corporate authority

On January 25, 2024, following a meeting of the board of managers approving the issuance of the New Notes, the Issuer has obtained all necessary consents, approvals and authorizations in connection with the issuance and performance of the New Notes.

Persons responsible

The Issuer accepts responsibility for the information contained in this Offering Memorandum. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Offering Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

Absence of significant changes

There has been no material adverse change to: (a) the Issuer; or (b) the Issuer's group structure; or (c) the Issuer's business or accounting policies; or (d) the financial or trading position of the Issuer, since September 30, 2023.

Absence of litigation

Except as otherwise disclosed in this Offering Memorandum, the Group is not involved (and have not been involved in the twelve months preceding the date of this Offering Memorandum) in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Group is aware) that may have or have had in the recent past, significant effects on the Group's financial position or profitability.

Periodic reporting under the U.S. Exchange Act

The Issuer is not currently subject to the periodic reporting and other information requirements of the U.S. Exchange Act.

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Report on Limited Review

Cirsa Enterprises, S.A.

Interim Condensed Consolidated Financial Statements
for the nine-month period ended
September 30, 2023

REPORT ON LIMITED REVIEW OF INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

To the Group Management of Cirsá Enterprises, S.A. and Subsidiaries

Introduction

We have carried out a limited review of the accompanying interim condensed consolidated financial statements of Cirsá Enterprises, S.A. and Subsidiaries, which consists of the balance sheet at September 30, 2023, the income statement, the statement of changes in equity, the cash flow statement and the explanatory notes thereto (all of them condensed) for the nine-month period then ended. The directors are responsible for the preparation of the Company's interim consolidated financial statements in accordance with International Accounting Standard (IAS) 34, Interim Financial Reporting, as adopted by the European Union, for the preparation of interim condensed consolidated financial information and for such internal control as they determine is necessary to enable the preparation of interim financial statements that are free from material misstatement, whether due to fraud or error. Our responsibility is to express a conclusion on said interim consolidated financial statements based on our limited review.

Scope of the review

We conducted our limited review in accordance with International Standard on Review Engagements 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity". A limited review of interim consolidated financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A limited review is substantially less in scope than an audit conducted in accordance with prevailing audit regulations in Spain and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the accompanying interim condensed consolidated financial statements.

Conclusion

As a result of our limited review, which under no circumstances should be considered an audit of financial statements, nothing came to our attention that would lead us to conclude that the accompanying interim condensed consolidated financial statements for the nine-month period ended at September 30, 2023 are not prepared, in all material respects, in conformity with International Accounting Standard (IAS) 34, Interim Financial Reporting, as adopted by the European Union, for the preparation of interim condensed consolidated financial statements.

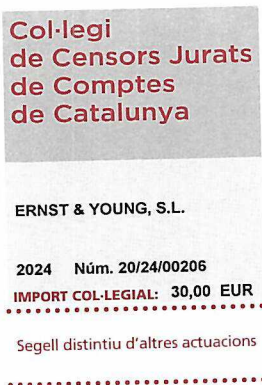
Emphasis of matter

We draw attention to the matter described in accompanying explanatory note 2, which indicates that the abovementioned interim condensed consolidated financial statements do not include all the information that would be required for complete consolidated financial statements prepared in accordance with International Financial Reporting Standards, as adopted by the European Union and therefore, the accompanying interim condensed consolidated financial statements should be read in conjunction with the consolidated financial statements for the year ended December 31, 2022. This matter does not modify our conclusion.

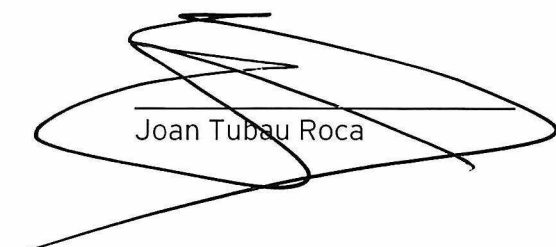
Restriction on distribution and use

This report has been prepared at the request of Group Management exclusively for the purpose of the future bond issuance and, accordingly, it should not be used by third parties or for any other purpose without our prior written consent.

We will not accept any responsibility from any third parties different to the addressees of this report.



ERNST & YOUNG, S.L.



Joan Tubau Roca

January 23, 2024

Cirsa Enterprises Group

**Interim Condensed Consolidated Financial Statements
for the nine-month period ended September 30, 2023**

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Cirsa Enterprises Group

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Cirsa Enterprises Group

Interim consolidated statements of financial position at September 30, 2023

ASSETS

(Thousands of euros)	Notes	September 30, 2023 Unaudited	December 31, 2022 Audited
Non-current assets		3,018,364	2,892,270
Goodwill	6	1,273,407	1,273,457
Other intangible assets	7	1,037,169	955,227
Property, plant and equipment	7	277,767	261,320
Rights-of-use assets	13	251,758	231,489
Investments accounted for using the equity method		34,987	31,847
Financial assets	9	55,010	49,292
Deferred tax assets		88,266	89,638
Current assets		428,393	378,098
Inventories		20,633	21,608
Trade and other receivables	9	137,949	107,243
Other Financial assets	9	20,560	23,497
Other current assets		17,745	12,371
Cash and cash equivalents	8	231,506	213,379
Total assets		3,446,757	3,270,368

EQUITY AND LIABILITIES

(Thousands of euros)	Notes	September 30, 2023 Unaudited	December 31, 2022 Audited
Equity		307,208	224,182
Issued capital		70,663	70,663
Share premium		608,008	626,583
Retained earnings		(557,384)	(613,694)
Currency translation differences		26,253	(31,748)
Profit (loss) for the period attributable to equity holders of the parent		50,263	56,569
Non-controlling interests		109,405	115,809
Non-current liabilities		2,675,840	2,422,601
Corporate Bonds	10	2,093,417	1,891,418
Bank borrowings	10	40,398	28,213
Finance Lease liabilities	13	231,318	216,211
Other non-trade payables	11	52,439	40,288
Provisions	16	17,454	23,628
Deferred tax liabilities		240,814	222,843
Current liabilities		463,709	623,585
Corporate Bonds	10	19,355	175,018
Bank borrowings	10	23,080	96,396
Financial Lease liabilities	13	56,064	51,852
Other non-trade payables	11	255,211	221,427
Trade payables		53,447	49,613
Current income tax liabilities		56,552	29,279
Total equity and liabilities		3,446,757	3,270,368

Cirsa Enterprises Group

Interim consolidated statements of comprehensive income for the nine-month period ended September 30, 2023

(Thousands of euros)	Notes	September 30, 2023 Unaudited	September 30, 2022 Unaudited
CONTINUING OPERATIONS			
Income from Gaming activities		1,946,270	1,618,305
Bingo prizes		(167,295)	(154,420)
Total Operating revenues	5	1,778,975	1,463,886
Variable rent		(303,257)	(241,190)
Total Operating income net of variable rent	9	1,475,718	1,222,695
Cost of sales	5	(42,427)	(31,677)
Employee benefits expense	5/19	(234,150)	(205,068)
Utilities and external services	5/19	(288,876)	(218,441)
Gaming taxes and other similar taxes	5	(443,200)	(369,643)
Charge of depreciation, amortization and impairment of assets	5	(234,086)	(223,533)
Change in operating provisions	5	(2,300)	(2,194)
Financial income	19	4,953	1,073
Financial costs	19	(118,798)	(88,526)
Financial lease expenses	19	(11,123)	(10,855)
Change in financial provisions	19	(12)	(480)
Gains/(losses) on investments in associates		3,140	1,505
Exchange gains/(losses), net		1,307	(198)
Gains/(losses) on disposal/derecognition of non-current assets		(2,404)	(794)
Profit/(loss) before tax	5	107,742	73,864
Income tax	12	(33,601)	(18,739)
Profit (loss) for the period		74,141	55,125
Other comprehensive income			
Exchange differences on translation of foreign operations		55,202	94,347
Other comprehensive income for the period, net of tax		-	-
Total comprehensive income for the period, net of tax		129,343	149,472
Profit for the period attributable to:			
Equity holders of the parent		50,263	37,826
Non-controlling interests		23,878	17,299
		74,141	55,125
Total comprehensive income attributable to:			
Equity holders of the parent		108,264	132,562
Non-controlling interests		21,079	16,910
		129,343	149,472

Cirsa Enterprises Group

Interim consolidated statement of changes in equity for the nine-month period ended September 30, 2023

(Thousands of euros)	Share capital	Share premium	Retained earnings	Currency translation differences	Non-controlling interests	Total
At January 1, 2023	70,663	626,583	(557,125)	(31,748)	115,809	224,182
Profit for the nine-month period ended September 30, 2023	-	-	50,263	-	23,878	74,141
Other comprehensive income (loss)	-	-	-	58,001	(2,799)	55,202
Total comprehensive income (loss) for the nine-month period ended September 30, 2023	-	-	50,263	58,001	21,079	129,343
Other changes:						
▪ Additions/disposals for the year (Note 3)	-	(18,575)	(259)	-	1,795	(17,039)
▪ Dividends paid	-	-	-	-	(29,278)	(29,278)
At September 30, 2023	70,663	608,008	(507,121)	26,253	109,405	307,208

(Thousands of euros)	Share capital	Share premium	Retained earnings	Currency translation differences	Non-controlling interests	Total
At January 1, 2022	70,663	626,583	(609,463)	(62,433)	97,399	122,749
Profit for the nine-month period ended September 30, 2022	-	-	37,826	-	17,299	55,125
Other comprehensive income (loss)	-	-	-	94,736	(389)	94,347
Total comprehensive income (loss) for the nine-month period ended September 30, 2022	-	-	37,826	94,736	16,910	149,472
Other changes:						
▪ Additions/disposals for the year (Note 3)	-	-	(2,612)	-	483	(2,129)
▪ Dividends paid	-	-	-	-	(12,123)	(12,123)
At September 30, 2022	70,663	626,583	(574,249)	32,303	102,669	257,969

Cirsa Enterprises Group

Interim consolidated cash flow statement for the nine-month period ended September 30, 2023

(Thousands of euros)	Notes	September 30, 2023 Unaudited	September 30, 2022 Unaudited
Cash-flows from operating activities			
Profit before tax, as per the interim consolidated income statement		107,742	73,864
Adjustments to non-cash income and expenses:			
Depreciation, amortization and impairment		234,086	223,533
Results from sale/disposal of non-current assets		2,403	794
Allowances for doubtful accounts & inventories		2,300	2,193
Finance results		121,841	97,284
Exchange losses		(1,307)	198
Other		3,300	700
Change in:			
Inventories		2,021	(5,290)
Receivables		(3,426)	(11,562)
Suppliers, gaming taxes and other payables		7,407	13,076
Accruals, net		1,181	11,911
Income tax paid		(58,890)	(19,481)
Net cash-flows from operating activities		418,658	387,220
Cash-flows from (used in) investing activities			
Purchase and development of property, plant and equipment	7	(51,454)	(49,301)
Purchase and development of intangible assets	7	(71,982)	(47,850)
Acquisition of business, net of cash acquired		(41,013)	(46,319)
Proceeds from other financial assets		2,937	3,624
Purchase of other financial assets		(7,835)	(4,867)
Interest received on granted loans and cash revenue from other financial assets		2,499	1,073
Net cash-flows used in investing activities		(166,848)	(143,640)
Cash-flows from (used in) financing activities:			
Proceeds / (payment), from financial loans		(63,800)	(144,800)
Issuance of bonds		693,500	-
Repayment of bonds		(650,000)	-
Deferred taxes, payables		(2,118)	(2,844)
Capital lease payments		(300)	(400)
Lease principal payments	13	(53,137)	(47,502)
Interest paid on financial		(115,048)	(76,713)
Dividend, share premium refund and other		(44,542)	(12,389)
Net cash-flows from (used in) financing activities		(235,445)	(284,648)
Net variation in cash and cash equivalents		16,365	(41,068)
Net foreign exchange difference		1,762	(26)
Cash and cash equivalents at January 1	8	213,379	280,201
Cash and cash equivalents at September 30	8	231,506	239,107

Cirsa Enterprises Group

Notes to the interim condensed consolidated financial statements for the nine-month period ended September 30, 2023

1. CORPORATE INFORMATION

1.1 Group Activity

Cirsa Enterprises, S.A. (hereinafter *the Company or the Parent Company*) and its subsidiaries (hereinafter *the Group, the Cirsa Group or the Cirsa Enterprises Group*) consist of a set of companies operating in the gaming and leisure sector, carrying out the following activities:

- Design, manufacture and marketing of slot machines that are sold to both group companies and third parties, and the development of interactive gaming mechanisms and systems.
- Operation of slot machines, bingo halls and casinos, in Spain, Italy in Europe; Panama, Colombia, Mexico, Peru, Costa Rica and the Dominican Republic in Latin America; and Morocco in Africa.
- Marketing and operation of bets in won and third-party premises, as well as operation of on-line sports betting in Spain. Italy, Mexico, Panama and Colombia.

Cirsa Enterprises, S.A., formerly LHMC Bidco, S.L. was incorporated on November 15, 2017. On July 3, 2018, the company Cirsa Enterprises, S.L. acquired 100% of the shares of Cirsa Gaming Corporation, S.A. from the former shareholders. Therefore, the new consolidable group was born on July 3, 2018, with the inclusion of the Cirsa Gaming Corporation, S.A. subgroup and the bond-issuing company, Cirsa Finance International, S.a.r.l., which was incorporated on May 22, 2018. Cirsa Enterprises Group shares is ultimately controlled by The Blackstone Group.

1.2 Going concern

At September 30, 2023 the Group shows negative working capital amounting to 35.3 million euros (245.5 million euros negative at December 31, 2022), as a result of the Group's own activity.

During this period, Cirsa Enterprises Group has generated solid positive free cash flows and has maintained adequate liquidity at all times; it has demonstrated a track record of conservative financial policies, including a prudent management of debt maturities.

This situation, together with the most recent estimates and a robust cash position (231.5 million euros at September 30, 2023), has allowed the Board of Directors of the Group's Parent Company to prepare these financial statements under the going concern principle, and therefore the Group has confirmed that no financial, operational or other indicators exist that may suggest an inability on the part of the Group to meet its obligations in the foreseeable future and, in particular, during the 12 months following the reporting date.

2. BASIS OF PRESENTATION AND ACCOUNTING POLICIES

2.1 Basis of presentation

The interim condensed consolidated financial statements for the nine-month period ended September 30, 2023 have been prepared in accordance with IAS 34 *Interim Financial Reporting*.

The interim condensed consolidated financial statements do not include all the information and disclosures required in the annual financial statements and should be read in conjunction with the Group's annual financial statements as for the year ended December 31, 2022.

These interim condensed consolidated financial statements correspond to the nine-month period comprised between January 1, 2023, and September 30, 2023.

The interim condensed consolidated financial statements have been prepared and are presented in Euros. Unless otherwise specified, all amounts in this document are expressed in thousands of euros.

2.2 Significant accounting policies

The accounting policies adopted in the preparation of the interim condensed consolidated financial statements are consistent with those followed in the preparation of the Group's annual consolidated financial statements for the year ended December 31, 2022, except for the adoption of new standards effective as of January 1, 2023. The Group has not early adopted any standard, interpretation or amendment that has been issued but is not yet effective.

Several amendments apply for the first time in 2023, but do not have an impact on the interim condensed consolidated financial statements of the Group.

IFRS 17 Insurance Contracts

In May 2017, the IASB issued IFRS 17 Insurance Contracts, a comprehensive new accounting standard for insurance contracts covering recognition and measurement, presentation and disclosure. IFRS 17 replaces IFRS 4 Insurance Contracts that was issued in 2005. IFRS 17 applies to all types of insurance contracts (i.e., life, non-life, direct insurance and re-insurance), regardless of the type of entities that issue them, as well as to certain guarantees and financial instruments with discretionary participation features; a few scope exceptions will apply. The overall objective of IFRS 17 is to provide an accounting model for insurance contracts that is more useful and consistent for insurers. In contrast to the requirements in IFRS 4, which are largely based on grandfathering previous local accounting policies, IFRS 17 provides a comprehensive model for insurance contracts, covering all relevant accounting aspects. IFRS 17 is based on a general model, supplemented by:

- A specific adaptation for contracts with direct participation features (the variable fee approach)
- A simplified approach (the premium allocation approach) mainly for short-duration contracts

The amendments had no impact on the Group's interim condensed consolidated financial statements.

3. BUSINESS ACQUISITIONS AND OTHER VARIATIONS IN THE CONSOLIDATION PERIMETER

During the nine-month period ended September 30, 2023, the Group's legal structure has experienced certain changes, as described below.

- Acquisitions

In April 2023, the Group acquired 100% of Modena Giochi, an AWP operator in Italy, and 70% of Micri Communication S.r.l., an operator of online betting platforms in Italy through the brands Sportitalia Bet and Sportitalia Fun.

In September 2023, the Group acquired 60% of Egaming Solutions S.r.l., an Italian company operating in the IT services sector relating to the management of online platforms.

The investments are accounted for using the full consolidation method. Had the acquisition taken place at the beginning of the year, consolidated operating income in 9 months would have increased by 33,558 thousand euros and consolidated profit for the period would have decreased by 1,149 thousand euros.

The breakdown of the amounts related to the acquisition in 2023 is as follows:

Name and description of the entities and business	Acquisition date	(thousands of euros)		
		Acquisition cost	Net assets at acquisition date	Installation rights
Automáticos Galvez, S.L.	January 2023	495	(119)	614
ISI Bet Pro, S.A.L.	March 2023	1,981	(390)	2,371
Modena Giochi Giuliani, S.R.L. & Perselli Videogiochi, S.R.L.	April 2023	23,306	1,683	21,623
Micri Communication, S.R.L.	April 2023	25,886	2,224	23,662
Servinet, S.L.	May 2023	671	143	528
Operadora de juegos y sorteos Paseo Central, S.A. de C.V.	April 2023	3,139	1,882	1,257
Mepe & Perseo	July 2023	3,276	152	3,124
Bingo Vic S.A.	July 2023	2,253	452	1,801
EGaming Solutions SRL	September 2023	1,300	(328)	1,628
		62,307	5,699	56,608

Business combinations for which the valuation process has not been completed at the closing date of the financial statements are recorded using provisional values. These values must be adjusted within a maximum period of one year from the date of acquisition. The adjustments recognized to complete the initial accounting are recorded retrospectively, so that the resulting values are those that would have arisen had this information been initially available, therefore, adjusting the comparative figures.

- Changes in percentage

During this period the ownership percentage in Orlando Play, S.A., Goldenplay, S.A., Recreativos Panaemi, S.L., Flamingo Euromatic-100, S.L., Recreativos Ociomar Levante, S.L., Marchamatic Indalo, S.L. and New Laomar, S.L. has decreased from 51% to 50%. These companies are accounted for using the full consolidation method as the Group continues to have control over them.

- Merger

During this period, Playspace SL took over Social Games Online SL.

- Winding up of companies

During this period, Sant Cugat Desarrollo de Tecnologías, S.L. has been wound up.

4. SEASONALITY OF OPERATIONS

Neither the business as a whole (gaming and leisure sector) nor any of the Group's segments are highly seasonal.

5. SEGMENT INFORMATION

Prior to January 1, 2023, our business divisions were categorized as follows: Casinos, Slots, Bingo, Business-to-Business ("B2B") and On-line Gaming & Betting. Since January 1, 2023, in an effort to reduce the number of business divisions, make them homogenous and facilitate the comparability of our results and financial information, we have changed the segmentation of our business divisions in our financial statements. As from January 1, 2023, our business divisions are as follows:

- *Casinos Division*: which includes our entire retail gaming offering, which is comprised of our own managed halls that contain a wide variety of slot machines, electronic roulette and other electronic games, as well as food and beverage shows to which gaming tables (and, in some cases, traditional bingo) are added on a premise-by-premise basis;
- *Slots Spain Division*: which includes the slot machines offered in Spain through third-party bars, together with the B2B business (which was formerly included in our B2B Division) which focuses on the design, manufacture and sale of slot machines for the Spanish bars channel;
- *Slots Italy Division*: which includes the slot machines that we offer in Italy through third-party bars and gaming halls; and
- *On-line Gaming & Betting*: which remains unchanged.

In implementing these changes, our interim financial statements at and for the nine-month period ended September 30, 2023 have been prepared on the basis of the new business divisions, and comparative interim results for September 30, 2022 have been restated.

The following charts present certain revenue and profit information regarding the Group's operating segments for the nine-month period ended September 30, 2023.

(Thousands of euros)	Slots Italy	Casinos	Slots Spain	On-line Gaming & Betting	Structure	Eliminations	Total
Operating revenue	331,654	863,393	476,174	290,830	32,200	(47,982)	1,946,270
Net operating revenue	263,309	689,590	292,171	246,427	32,200	(47,979)	1,475,718
Consumptions	(5,215)	(20,599)	(14,910)	(2,305)	2	600	(42,427)
Personnel expenses	(12,612)	(131,975)	(47,939)	(18,812)	(22,876)	64	(234,150)
Gaming Taxes	(208,612)	(100,382)	(77,219)	(56,866)	(121)	-	(443,200)
External supplies and services	(18,112)	(147,303)	(28,087)	(125,055)	(16,827)	46,508	(288,876)
Depreciation, amortization and impairment	(10,918)	(145,069)	(55,197)	(21,299)	(1,137)	(466)	(234,086)
Change in trade provisions	(105)	(25)	(1,993)	(177)	-	-	(2,300)
Profit (loss) before tax	5,284	135,457	42,193	26,331	(105,439)	3,916	107,742
EBITDA (*)	18,758	289,331	124,016	43,389	(7,622)	(807)	467,065
EBIT (**)	7,735	144,237	66,826	21,913	(8,759)	(1,273)	230,679

The following charts present certain revenue and profit information regarding the Group's operating segments for the nine-month period ended September 30, 2022.

(Thousands of euros)	Slots Italy	Casinos	Slots Spain	On-line Gaming & Betting	Structure	Eliminations	Total
Operating revenue	279,267	773,035	441,766	139,968	30,585	(46,316)	1,618,305
Net operating revenue	219,488	617,012	270,266	131,228	30,585	(45,885)	1,222,695
Consumptions	(5,653)	(17,370)	(9,965)	(876)	(94)	2,281	(31,677)
Personnel expenses	(11,312)	(114,685)	(44,344)	(14,264)	(21,613)	1,150	(205,068)
Gaming Taxes	(172,765)	(93,784)	(79,939)	(23,078)	(77)	-	(369,643)
External supplies and services	(16,827)	(137,621)	(27,062)	(65,257)	(14,273)	42,599	(218,441)
Depreciation, amortization and impairment	(4,939)	(143,155)	(58,695)	(15,698)	(1,046)	-	(223,533)
Change in trade provisions	-	(795)	(1,148)	(251)	-	-	(2,194)
Profit (loss) before tax	6,658	93,622	25,145	10,473	(62,378)	344	73,864
EBITDA (*)	12,931	253,552	108,956	27,755	(5,472)	145	397,867
EBIT (**)	7,992	109,602	49,113	11,806	(6,518)	145	172,141

(*) EBITDA is defined, for financial information purposes, as profit before income taxes, financial items, participation in the results of associates, gains (losses) from non-current assets, change in trade provisions, and charges for amortizations, depreciation and impairment.

(**) EBIT is defined, for financial information purposes, as profit before income taxes, financial items, participation in the results of associates and gains (losses) from non-current assets.

6. GOODWILL

At September 30, 2023, existing goodwill mainly comes from the acquisition of the Cirsa Group on July 3, 2018 and significant acquisitions carried out in 2019 (Sportium subgroup and Giga), as a result of the purchase price allocation of the excess price arisen due to the difference between the consideration paid and the consolidated book value of the acquired business.

The breakdown of and movements in goodwill by operating segment is as follows:

(Thousands of euros)	December 31, 2022 Audited	Additions	Other	September 30, 2023 Unaudited
Casinos	634,332	-	325	634,657
Slots Spain	543,007	-	-	543,007
Slots Italy	13,014	-	-	13,014
On-line Gaming & Betting	83,104	-	(375)	82,729
	1,273,457	-	(50)	1,273,407

Impairment

Goodwill is tested for impairment annually (as of December 31) and when circumstances indicate that the carrying amount may be impaired. The Group's impairment test for goodwill is based on value-in-use calculations that use a discounted cash flow model. At September 30, 2023 the Group concluded that no additional impairment test was required to be updated.

The general criteria used to determine the recoverable amount for the different cash generating units are conceptually the same as discussed in the annual financial statements for the year ended December 31, 2022, and have been applied to updated forecast magnitudes based on current expectations. The discount rates applied have been very similar to the ones used at year-end.

7. PROPERTY, PLANT AND EQUIPMENT AND OTHER INTANGIBLE ASSETS

This caption consists of the following balances:

(Thousands of euros)	December 31, 2022 Audited	September 30, 2023 Unaudited
Other intangible assets	955,227	1,037,169
Property, plant and equipment	261,320	277,767
	1,216,547	1,314,936

Additions

The additions in 2023 and 2022 can be disclosed by divisions as follows:

(Millions of euros)	September 30, 2023	September 30, 2022
	Unaudited	Unaudited
Casinos	55.2	35.1
Slots Spain	54.4	49.0
Slots Italy	6.6	3.3
On-line Gaming & Betting	6.6	9.7
Structure	0.7	0.1
	123,5	97,2

Investments in other intangible assets during the nine-month period ended September 30, 2023 mainly correspond to installation rights in Spain (amounts given in exchange for the exclusive rights to operate in the halls where slot machines) for an amount of 72.0 million euros (September 30, 2022: 47.9 million euros).

Investments in property plant and equipment during the nine-month period ended September 30, 2023 correspond to property, plant and equipment acquired by the Group with a cost of 51.5 million euros (September 30, 2022: 49.3 million euros) mainly related to improvement capex executed in the different casinos of the group mainly related to machines.

Disposals

No significant disposals have occurred during both periods in this caption.

Impairment

The Group assesses at least at each year end whether there is an indication that a non-current asset (other than goodwill) may be impaired. If any indication exists, the Group estimates the asset's recoverable amount. Simultaneously to the impairment test on goodwill, the Group has evaluated the recoverable amount of its long-term non-financial assets with lower profitability levels, based on their estimated value in use, which has been determined by applying similar parameters to those used to evaluate goodwill. As a result of the tests conducted, no adjustment was recorded.

8. CASH AND CASH EQUIVALENTS

For the purpose of the interim consolidated cash flow statement, cash and cash equivalents are broken down as follows:

(Thousands of euros)	September 30, 2023	December 31, 2022
	Unaudited	Audited
Cash	63,268	56,007
Current accounts	89,633	112,997
Deposits under 3 months	35,002	1
Cash in hoppers	43,603	44,374
	231,506	213,379

9. FINANCIAL ASSETS

This caption consists of the following balances:

(Thousands of euros)	September 30, 2023 Unaudited			December 31, 2022 Audited		
	Non-current	Current	Total	Non-current	Current	Total
<u>Financial assets at amortized cost</u>						
Joint ventures and associates	1,467	2,684	4,151	870	1,750	2,620
Loans to third parties	30,189	-	30,189	29,518	-	29,518
Guarantees and deposits	15,277	14,617	29,894	11,327	15,050	26,377
Fixed income securities and deposits	-	2,463	2,463	-	8,166	8,166
Trade and other receivables	-	168,288	168,288	-	138,508	138,508
Other	10,929	5,111	16,040	10,383	1,038	11,421
	57,862	193,163	251,025	52,098	164,512	216,610
Impairment losses	(2,852)	(34,652)	(37,504)	(2,806)	(33,772)	(36,578)
	55,010	158,509	213,519	49,292	130,740	180,032

The Group considers that the fair values of these assets do not differ significantly from the amounts recorded.

Trade other receivables for the nine-month period ended September 30, 2023 amounted to 168,288 thousand euros, as compared to 138,508 thousand euros million for the corresponding period in the previous year. Main variation is related to an increase of business activity and withholding and payments on account.

The balance of "Trade and other receivables" is shown net of impairment loss. The movements in the impairment loss allowance are as follows:

(Thousands of euros)	2023	2022
Balance at January 1	33,772	32,115
Net charges for the year	2,307	1,021
Utilized	(1,427)	(144)
Balance at September 30	34,652	32,992

10. FINANCIAL LIABILITIES

The breakdown of issues of financial liabilities carried out by the Group is as follows:

(Thousands of euros)	September 30, 2023 Unaudited			December 31, 2022 Audited		
	Non-current	Current	Total	Non-current	Current	Total
Corporate bonds	2,093,417	19,355	2,112,772	1,891,418	175,018	2,066,436
Bank borrowing	40,398	23,080	63,478	28,213	96,396	124,609
	2,133,815	42,435	2,176,250	1,919,631	271,414	2,191,045

The net increase of 10,378 thousand euros in financial debt balances between September 30, 2023 and December 31, 2022 mostly reflects the increase of 46,366 in corporate bonds and the decrease of 55,740 thousand euros in bank loans.

10.1 Corporate bonds

The breakdown of the issues of bonds carried out by the Group is as follows:

Issue date	Initial nominal amount (M)	Currency	Maturity	Interest rate	Balance in statement of financial position	
					September 30, 2023 Unaudited	December 31, 2022 Audited
July 18	663	EUR	December 2023	6.250%	-	159,336
May 19	390	EUR	May 2025	4.750%	392,738	387,009
August 19	490	EUR	September 2025	3m Euribor + 3.625%	-	487,775
September 21	615	EUR	March 2027	4.500%	610,876	616,650
October 22	425	EUR	November 2027	10.375%	413,613	415,666
July 23	375	EUR	July 2028	7.875%	372,361	-
July 23	325	EUR	July 2028	Euribor+ 4.5%	323,184	-
					2,112,772	2,066,436

Accrued interest payable on September 30, 2023, amounts to 19,355 thousand euros (September 30, 2022: 16,711 thousand euros). At December 31, 2022 the outstanding nominal amount of the issue dated July 2018 was 160 million euros.

In July 2023, Cirsa Finance International S.à.r.l. completed the issuance of two senior corporate bonds guaranteed by Cirsa Enterprises, S.L., as the parent guarantor of the bonds, for a total capital amount of 375 and 325 million euros. The bonds were entirely issued at par value and under the issuing price (98%), with a fixed semi-annual coupon of 7.875% per annum and a floating quarterly coupon of Euribor+4.5% respectively. Both notes maturing in July 2028.

The net proceeds of the Offering have been used (i) to redeem the entire outstanding amount of the 2023 Notes issued under the 2018 Indenture, (ii) to redeem the entire outstanding amount of the 2025 Floating Rate Notes issued under the 2019 Indenture, (iii) to pay accrued and unpaid interest on the 2023 Notes and the 2025 Floating Rate Notes being redeemed, as well as fees and expenses associated with the Offering and (iv) for general corporate purposes.

10.2 Bank borrowing

The breakdown of bank borrowings on September 30, 2023 and at December 31, 2022 is as follows:

(Thousands of euros)	September 30, 2023 Unaudited			December 31, 2022 Audited		
	Non-current	Current	Total	Non-current	Current	Total
Loans secured by mortgage guarantee	-	18	18	-	19	19
Other bank loans	40,109	18,482	58,591	27,668	18,588	46,256
RCF	-	-	-	-	68,074	68,074
Finance lease arrangements	289	648	937	545	435	980
Credit and discount lines	-	3,932	3,932	-	9,280	9,280
	40,398	23,080	63,478	28,213	96,396	124,609

RCF

The revolving credit facility has the following characteristics:

Amount: 275 million euros.
Maturity: December 2026
Interest rate: Euribor + 3.75%
Duration of drawdowns: Up to 6 months (renewable at the Group's request)

Guarantees: Pledge of several shares in associated
No. of credit institutions: 6.

The initial drawdowns from this facility are subject to the fulfillment of certain financial leverage covenants, which were met. These drawdowns can be renewed on a recurring basis at the Group's request for maximum periods of six months until maturity (December 2026).

At September 30, 2023 the utilized amount of the RCF is 0 million euros (68 million euros at December 31, 2022).

Credit and discount lines

At September 30, 2023 the undrawn amount of credit is 22,320 thousand euros (credit limit of 26,252 thousand euros). At December, 2022 the undrawn amount of credit was 15,404 thousand euros (credit limit of 24,741 thousand euros).

11. OTHER NON-TRADE PAYABLES

The breakdown of this caption is the following:

(Thousands of euros)	September 30, 2023 Unaudited			December 31, 2022 Audited		
	Non-current	Current	Total	Non-current	Current	Total
Public administrations	-	86,012	86,012	-	84,920	84,920
Bills payable	155	894	1,049	154	744	898
Sundry creditors	52,284	168,305	220,589	40,134	135,763	175,897
	52,439	255,211	307,650	40,288	221,427	261,715

12. INCOME TAX

(Thousands of euros)	September 30, 2023 Unaudited	September 30, 2022 Unaudited
Profit before tax	107,742	73,864
Tax rate prevailing in Spain	25%	25%
Theoretical income tax expense	26,936	18,466
Adjustments – Effect of:		
Different tax rates prevailing in other countries	3,731	(118)
Limitation on the deductibility of financial expenses in Spanish companies that will not be recovered	12,237	8,913
Other non-deductible expenses and other	(9,303)	(8,522)
	33,601	18,739

13. LEASES

The Group has entered into leases on several buildings and vehicles for an average term between nine and ten years, with no renewal clauses.

The Group has also entered into leases on machines with contracts that can be extended annually, or which expire within less than 12 months, and on other office equipment of low value.

The Group made lease payments amounting to 53,137 thousand euros during the nine-month period ended September 30, 2023 (47,502 thousand euros during the nine-month period ended September 30,

2022).

14. RELATED PARTIES

No Cirs Group-related companies have entered into any transactions or have any outstanding balances with other subsidiaries of LHM Topco, S.a.r.l. or the Blackstone Group.

15. DIRECTORS AND SENIOR EXECUTIVES

The breakdown of the remuneration earned by the key executives of Group Management is as follows:

(Thousands of euros)	September 30, 2023 Unaudited	September 30, 2022 Unaudited
Salaries	5,438	5,800
	5,438	5,800

No additional transactions have been carried out and no other outstanding balances exists with group-related parties.

16. PROVISIONS

The breakdown of this caption is as follows:

(Thousands of euros)	September 30, 2023 Unaudited	December 31, 2022 Audited
Provisions for employee benefits	10,815	17,391
Tax contingencies	3,228	3,774
Other	3,411	2,463
	17,454	23,628

17. GUARANTEES AND SURETIES

One of the Group's main activities is the operation of slot machines and games of luck, which require guarantees established by local regulations in the countries where the Group operates. These guarantees have been timely deposited at the corresponding entities.

The breakdown of guarantees and sureties by item at September 30, 2023 and December 31, 2022, in thousands of euros, is as follows:

(Thousands of euros)	September 30, 2023 Unaudited	December 31, 2022 Audited
Guarantees and sureties related to gaming	136,670	147,742
Other guarantees	14,840	3,030
Total guarantees and sureties	151,510	150,772

18. CONTINGENCIES

Contingencies reported in the consolidated financial statements at December 31, 2022 have not experienced significant variations during the nine-month period ended September 30, 2023. No new contingencies have arisen during that period.

As of September 30, 2023, the group company Gaming & Services de Panama S.A., has an ongoing lawsuit filed by a competitor related to the number of halls assigned to the company through concession arrangements. In August 2023, the Supreme Court of Panama issued a ruling declaring that certain of our gaming halls did not comply with concession arrangements in a designated area of the country. In accordance with our assessment of possible impacts and analyses by our lawyers, a provision has been recorded as cash outflow is probable as of the reporting date and in accordance with the International Accounting Standard (IAS) 37 "Provisions, contingent liabilities and contingent assets. The estimate will be reviewed and adjusted based on how the proceedings develop.

19. INCOME AND EXPENSES

As for the "Total operating income net of variable rent" caption, the Group has no performance obligations pending satisfaction at September 30, 2023 or at September 30, 2022. The breakdown of this caption by operating segment area is detailed in Note 5.

In the presentation of information by geographic, sales are based on the destination country and the assets are based on their location. The table below shows this information at September 30, 2023 and September 30, 2022:

2023

(Thousands of euros)	Spain	Latin America and Morocco	Italy	Eliminations and other	Total
Total Operating income net of variable rent	634,645	489,055	377,788	(25,770)	1,475,718
	634,645	489,055	377,788	(25,770)	1,475,718

2022

(Thousands of euros)	Spain	Latin America and Morocco	Italy	Eliminations and other	Total
Total Operating income net of variable rent	625,553	425,995	239,734	(68,587)	1,222,695
	625,553	425,995	239,734	(68,587)	1,222,695

19.1 Employee benefits expense

(Thousands of euros)	September 30, 2023 Unaudited	September 30, 2022 Unaudited
Wages and salaries	179,622	158,566
Social Security	39,517	33,864
Termination benefits	6,264	5,780
Other	8,747	6,858
	234,150	205,068

19.2 Utilities and external services

(Thousands of euros)	September 30, 2023 Unaudited	September 30, 2022 Unaudited
Publicity, advertising, and public relations	47,693	36,149
Utilities	26,423	22,128
Professional services	88,914	52,938
Other services	22,811	20,200
Leases and royalties	27,984	25,392
Repairs and maintenance	16,899	15,824
Postal services, communications and telephone	12,519	10,204
Bank services et al.	16,064	9,552
Security services	8,440	7,264
Cleaning services	7,687	6,885
Insurance premiums	5,943	5,741
Travel expenses	5,948	4,915
Transportation	1,541	1,229
Development costs and patents	10	20
	288,876	218,441

19.3 Finance income and costs

(Thousands of euros)	September 30, 2023 Unaudited	September 30, 2022 Unaudited
Finance costs		
Contractual expenses and interest		
Notes	(101,259)	(74,655)
Other loans	(16,489)	(10,379)
RCF	(1,050)	(3,492)
Finance lease arrangements	(11,123)	(10,855)
Expenses from the discount of provisions and other liabilities	(12)	(480)
Finance income		
Finance income	4,953	1,073
Total finance income (costs)	(124,981)	(98,788)

20. MANAGEMENT OF FINANCIAL RISKS

At September 30, 2023, there were no changes in financial risks compared to the Annual Consolidated Financial Statements for the year ended December 31, 2022.

21. EVENTS AFTER THE REPORTING PERIOD

In November 2023, following the Supreme Court's ruling, the gaming regulator enacted resolutions to allow our gaming halls to operate in the designated area. These resolutions have been challenged by a competitor and are still pending of resolution (Note 18).

On November 29, 2023, Cirsa acquired 100% of an Italian company called New Retail, S.r.l. which operates 2 gaming halls.

No other significant events have occurred after the reporting date that may condition the information included in the interim condensed consolidated financial statements of Cirsa Enterprises Group, whose activity has been carried out satisfactorily.

The undersigned, whose positions are indicated under their names, hereby CERTIFY the accuracy and integrity of the interim condensed consolidated financial statements for the nine-month period ended September 30, 2023 of Cirsa Enterprises Group.

Terrassa, January 22, 2024



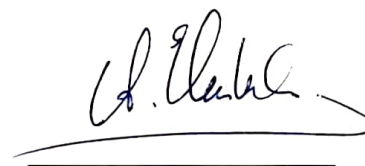
Mr. Joaquin Agut
Chair



Mr. Lionel Yves Assant
Vice-Chair



Mr. Miguel García
Board member



Mr. Antonio Hostench
Board member

Report on Limited Review

Cirsa Enterprises, S.A.

Interim Condensed Consolidated Financial Statements
for the nine-month period ended
September 30, 2022

REPORT ON LIMITED REVIEW OF INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

To the Group Management of Cirsa Enterprises, S.A. and Subsidiaries

Introduction

We have carried out a limited review of the accompanying interim condensed consolidated financial statements of Cirsa Enterprises, S.A. and Subsidiaries, which consists of the balance sheet at September 30, 2022, the income statement, the statement of changes in equity, the cash flow statement and the explanatory notes thereto (all of them condensed) for the nine-month period then ended. The directors are responsible for the preparation of the Company's interim consolidated financial statements in accordance with International Accounting Standard (IAS) 34, Interim Financial Reporting, as adopted by the European Union, for the preparation of interim condensed consolidated financial information and for such internal control as they determine is necessary to enable the preparation of interim financial statements that are free from material misstatement, whether due to fraud or error. Our responsibility is to express a conclusion on said interim consolidated financial statements based on our limited review.

Scope of the review

We conducted our limited review in accordance with International Standard on Review Engagements 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity". A limited review of interim consolidated financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A limited review is substantially less in scope than an audit conducted in accordance with prevailing audit regulations in Spain and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the accompanying interim condensed consolidated financial statements.

Conclusion

As a result of our limited review, which under no circumstances should be considered an audit of financial statements, nothing came to our attention that would lead us to conclude that the accompanying interim condensed consolidated financial statements for the nine-month period ended at September 30, 2022 are not prepared, in all material respects, in conformity with International Accounting Standard (IAS) 34, Interim Financial Reporting, as adopted by the European Union, for the preparation of interim condensed consolidated financial statements.

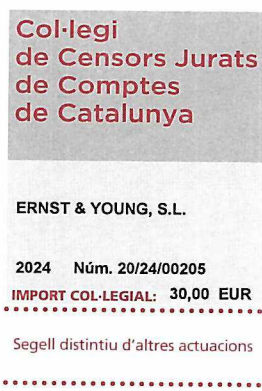
Emphasis of matter

We draw attention to the matter described in accompanying explanatory note 2, which indicates that the abovementioned interim condensed consolidated financial statements do not include all the information that would be required for complete consolidated financial statements prepared in accordance with International Financial Reporting Standards, as adopted by the European Union and therefore, the accompanying interim condensed consolidated financial statements should be read in conjunction with the consolidated financial statements for the year ended December 31, 2021. This matter does not modify our conclusion.

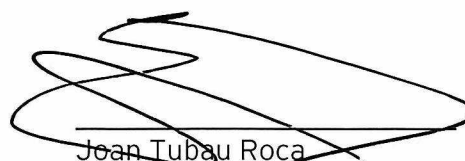
Restriction on distribution and use

This report has been prepared at the request of Group Management exclusively for the purpose of the future bond issuance and, accordingly, it should not be used by third parties or for any other purpose without our prior written consent.

We will not accept any responsibility from any third parties different to the addressees of this report.



ERNST & YOUNG, S.L.



Joan Tubau Roca

January 23, 2024

Cirsa Enterprises Group

**Interim Condensed Consolidated Financial Statements
for the nine-month period ended September 30, 2022**

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- Interim consolidated statement of financial position at September 30, 2022
- Interim consolidated statement of comprehensive income for the nine-month period ended September 30, 2022
- Interim consolidated statement of changes in equity for the nine-month period ended September 30, 2022
- Interim consolidated cash flow statement for the nine-month period ended September 30, 2022
- Notes to the interim condensed consolidated financial statements for the nine-month period ended September 30, 2022

Cirsa Enterprises Group

Interim consolidated statement of financial position at September 30, 2022

ASSETS

(Thousands of euros)	Notes	September 30, 2022 Unaudited	December 31, 2021 Audited
Non-current assets		2,992,755	2,846,708
Goodwill	6	1,230,238	1,228,475
Other intangible assets	7	1,071,834	944,573
Property, plant and equipment	7	263,862	266,809
Right-of-use assets	13	249,827	236,774
Investments accounted for using the equity method		31,233	29,728
Financial assets	9	47,657	41,754
Deferred tax assets		98,104	98,595
Current assets		417,760	415,322
Inventories		26,112	19,357
Trade and other receivables	9	119,581	86,463
Other Financial assets	9	17,868	14,616
Other current assets		15,092	14,685
Cash and cash equivalents	8	239,107	280,201
Total assets		3,410,515	3,262,030

EQUITY AND LIABILITIES

(Thousands of euros)	Notes	September 30, 2022 Unaudited	December 31, 2021 Audited
Equity		257,969	122,749
Issued capital		70,663	70,663
Share premium		626,583	626,583
Retained earnings		(612,075)	(458,589)
Currency translation differences		32,303	(62,433)
Profit (loss) for the period attributable to equity holders of the parent		37,826	(150,874)
Non-controlling interests		102,669	97,399
Non-current liabilities		2,645,055	2,605,025
Corporate bonds	10	2,039,816	2,033,563
Bank borrowings	10	52,584	64,050
Finance lease liabilities	13	237,433	228,759
Other non-trade payables	11	42,355	32,153
Provisions	16	18,954	16,068
Deferred tax liabilities		253,913	230,432
Current liabilities		507,491	534,256
Corporate bonds	10	16,711	9,184
Bank borrowings	10	94,249	226,897
Financial lease liabilities	13	50,615	45,522
Other non-trade payables	11	254,186	208,046
Trade payables		53,116	34,905
Current income tax liabilities		38,614	9,702
Total equity and liabilities		3,410,515	3,262,030

Cirsa Enterprises Group

Interim consolidated statement of comprehensive income for the nine-month period ended September 30, 2022

(Thousands of euros)	Notes	September 30, 2022 Unaudited	September 30, 2021 Unaudited
CONTINUING OPERATIONS			
Income from gaming activities		1,618,305	989,304
Bingo prizes		(154,420)	(101,198)
Total Operating revenues	5	1,463,885	888,106
Variable rent		(241,190)	(162,007)
Total Operating income net of variable rent	19	1,222,695	726,098
Cost of sales	5	(31,677)	(18,970)
Employee benefits expense	5/19	(205,068)	(146,831)
Utilities and external services	5/19	(218,441)	(151,349)
Gaming taxes and other similar taxes	5	(369,643)	(198,671)
Charge of depreciation, amortization and impairment of assets	5	(223,533)	(222,762)
Change in operating provisions	5	(2,194)	(1,027)
Financial income	19	1,073	652
Financial costs	19	(88,526)	(120,400)
Financial lease expenses	19	(10,855)	(10,725)
Change in financial provisions	19	(480)	5
Gains/(losses) on investments in associates		1,505	596
Exchange gains/(losses), net		(198)	(19,107)
Gains/(losses) on disposal/derecognition of non-current assets		(794)	(941)
Profit/(loss) before tax	5	73,864	(163,433)
Income tax	12	(18,739)	24,131
Profit (loss) for the period		55,125	(139,302)
Other comprehensive income			
Exchange differences on translation of foreign operations		94,347	11,845
Other comprehensive income for the period, net of tax		-	-
Total comprehensive income for the period, net of tax		149,472	(127,457)
Profit/Loss for the period attributable to:			
Equity holders of the parent		37,826	(139,982)
Non-controlling interests		17,299	680
		55,125	(139,302)
Total comprehensive income attributable to:			
Equity holders of the parent		132,562	(127,292)
Non-controlling interests		16,910	(165)
		149,472	(127,457)

Cirsa Enterprises Group

Interim consolidated statement of changes in equity for the nine-month period ended September 30, 2022

(Thousands of euros)	Share capital	Share premium	Retained earnings	Currency translation differences	Non-controlling interests	Total
At January 1, 2022	70,663	626,583	(609,463)	(62,433)	97,399	122,749
Profit for the nine-month period ended September 30, 2022	-	-	37,826	-	17,299	55,125
Other comprehensive income (loss)	-	-	-	94,736	(389)	94,347
Total comprehensive income (loss) for the nine-month period ended September 30, 2022	-	-	37,826	94,736	16,910	149,472
Other changes:						
▪ Additions/disposals for the year (Note 3)	-	-	(2,612)	-	483	(2,129)
▪ Dividends paid	-	-	-	-	(12,123)	(12,123)
At September 30, 2022	70,663	626,583	(574,249)	32,303	102,669	257,969

(Thousands of euros)	Share capital	Share premium	Retained earnings	Currency translation differences	Non-controlling interests	Total
At January 1, 2021	70,663	626,793	(456,797)	(85,585)	104,072	259,146
Loss for the nine-month period ended September 30, 2021	-	-	(139,982)	-	680	(139,302)
Other comprehensive income (loss)	-	-	-	12,690	(845)	11,845
Total comprehensive income (loss) for the nine-month period ended September 30, 2021	-	-	(139,982)	12,690	(165)	(127,457)
Other changes:						
▪ Additions/disposals for the year	-	-	(865)	-	(507)	(1,372)
▪ Dividends paid	-	-	-	-	(8,402)	(8,402)
At September 30, 2021	70,663	626,793	(597,644)	(72,895)	94,998	121,915

Cirsa Enterprises Group

Interim consolidated cash flow statement for the nine-month period ended September 30, 2022

(Thousands of euros)	Notes	September 30, 2022 Unaudited	September 30, 2021 Unaudited
Cash-flows from operating activities			
Profit before tax, as per the interim consolidated income statement		73,864	(163,432)
Adjustments to non-cash income and expenses:			
Depreciation, amortization and impairment		223,533	222,762
Results from sale/disposal of non-current assets		794	941
Allowances for doubtful accounts & inventories		2,193	1,027
Finance results		97,284	129,872
Exchange losses		198	19,107
Other		700	5,600
Change in:			
Inventories		(5,290)	(389)
Receivables		(11,562)	(6,087)
Suppliers, gaming taxes and other payables		13,076	37,732
Accruals, net		11,911	9,714
Income tax paid		(19,481)	461
Net cash flows from operating activities		387,220	257,308
Cash-flows from (used in) investing activities			
Purchase and development of property, plant and equipment	7	(49,301)	(44,282)
Purchase and development of intangible assets	7	(47,850)	(32,826)
Acquisition of business, net of cash acquired		(46,319)	(16,941)
Proceeds from other financial assets		3,624	6,584
Purchase of other financial assets		(4,867)	(5,144)
Interest received on granted loans and cash revenue from other financial assets		1,073	651
Net cash flows used in investing activities		(143,640)	(91,958)
Cash-flows from (used in) financing activities:			
Proceeds / (payment), from financial loans		(144,800)	(57,400)
Issuance of bonds		-	615,000
Repayment of bonds		-	(530,293)
Deferred taxes, payables		(2,844)	(53,551)
Capital lease payments		(400)	(500)
Lease principal payments	13	(47,502)	(36,116)
Interest paid on financial debt		(76,713)	(90,731)
Dividends paid and other payments		(12,389)	(5,366)
Net cash flows from (used in) financing activities		(284,648)	(158,957)
Net variation in cash and cash equivalents		(41,068)	6,393
Net foreign exchange difference		(26)	(571)
Cash and cash equivalents at January 1	8	280,201	283,268
Cash and cash equivalents at September 30	8	239,107	289,090

Cirsa Enterprises Group

Notes to the interim condensed consolidated financial statements for the nine-month period ended September 30, 2022

1. CORPORATE INFORMATION

1.1 Group Activity

Cirsa Enterprises, S.A. (hereinafter *the Company or the Parent Company*) and its subsidiaries (hereinafter *the Group, the Cirsa Group or the Cirsa Enterprises Group*) consist of a set of companies operating in the gaming and leisure sector, carrying out the following activities:

- Design, manufacture and marketing of slot machines that are sold to both group companies and third parties, and the development of interactive gaming mechanisms and systems.
- Operation of slot machines, bingo halls and casinos, in Spain, Italy in Europe; Panama, Colombia, Mexico, Peru, Costa Rica and the Dominican Republic in Latin America; and Morocco in Africa.
- Marketing and operation of bets in own and third-party premises, as well as operation of on-line sports betting in Spain, Italy, Mexico, Panama and Colombia.

Cirsa Enterprises, S.A., formerly LHMC Bidco, S.L. was incorporated on November 15, 2017. On July 3, 2018 the company Cirsa Enterprises, S.L. acquired 100% of the shares of Cirsa Gaming Corporation, S.A. from the former shareholders. Therefore, the new consolidable group was born on July 3, 2018, with the inclusion of the Cirsa Gaming Corporation, S.A. subgroup and the bond-issuing company, Cirsa Finance International, S.a.r.l., which was incorporated on May 22, 2018. Cirsa Enterprises Group shares is ultimately controlled by The Blackstone Group.

1.2 Going concern

At September 30, 2022, the Group shows negative working capital amounting to 89.7 million euros (118.9 million euros negative at December 31, 2021), as a result of the Group's own activity. However, the Group has a revolving credit facility (RCF) with a limit of 200 million euros, of which only 70 million euros have been drawn down as of September 30, 2022 (200 million drawdown as of December 31, 2021). Even though this amount has been classified as current it can be renewed at the Group's request for periods of up to 6 months until maturity (June 2023). Additional drawdowns of this facility are subject to the fulfillment of some leverage, which is widely met at the date these interim condensed consolidated financial statements are authorized for issue.

During this period, Cirsa Enterprises Group has generated solid positive operating free cash flow and maintains adequate liquidity at all times; and it demonstrates a track record of conservative financial policies, including a prudent debt maturities management.

This situation, together with the estimates for the following year and a robust cash position (239.1 million euros as of September 30, 2022), has allowed the Board of Directors of the Group's Parent Company to prepare these financial statements under the going concern principle, and therefore, the Group confirmed the absence of financial, operational or other indicators that may suggest an inability on the part of the Group to meet its obligations in the foreseeable future and, in particular, during the 12 months following the reporting date.

2. BASIS OF PRESENTATION AND ACCOUNTING POLICIES

2.1 Basis of presentation

The interim condensed consolidated financial statements for the nine-month period ended September 30, 2022 have been prepared in accordance with IAS 34 *Interim Financial Reporting*.

The interim condensed consolidated financial statements do not include all the information and disclosures required in the annual financial statements, and should be read in conjunction with the Group's annual financial statements for the year ended December 31, 2021.

These interim condensed consolidated financial statements correspond to the nine-month period comprised between January 1, 2022, and September 30, 2022.

The interim condensed consolidated financial statements have been prepared and are presented in Euros. Unless otherwise specified, all amounts in this document are expressed in thousands of euros.

2.2 Significant accounting policies

The accounting policies adopted in the preparation of the interim condensed consolidated financial statements are consistent with those followed in the preparation of the Group's annual consolidated financial statements for the year ended December 31, 2021, except for the adoption of new standards effective as of January 1, 2022. The Group has not early adopted any standard, interpretation or amendment that has been issued but is not yet effective.

Several amendments apply for the first time in 2022, but do not have an impact on the interim condensed consolidated financial statements of the Group.

Reference to the Conceptual Framework – Amendments to IFRS 3

The amendments replace a reference to a previous version of the IASB's Conceptual Framework with a reference to the current version issued in March 2018 without significantly changing its requirements.

The amendments add an exception to the recognition principle of IFRS 3 Business Combinations to avoid the issue of potential 'day 2' gains or losses arising for liabilities and contingent liabilities that would be within the scope of IAS 37 Provisions, Contingent Liabilities and Contingent Assets or IFRIC 21 Levies, if incurred separately. The exception requires entities to apply the criteria in IAS 37 or IFRIC 21, respectively, instead of the Conceptual Framework, to determine whether a present obligation exists at the acquisition date.

The amendments also add a new paragraph to IFRS 3 to clarify that contingent assets do not qualify for recognition at the acquisition date.

These amendments had no impact on the interim condensed consolidated financial statements of the Group as there were no contingent assets, liabilities and contingent liabilities within the scope of these amendments arisen during the period.

Property, Plant and Equipment: Proceeds before Intended Use – Amendments to IAS 16

The amendment prohibits entities from deducting from the cost of an item of property, plant and equipment, any proceeds from the sale of items produced while bringing that asset to the location and condition necessary for it to be capable of operating in the manner intended by management. Instead, an entity recognizes the proceeds from selling such items, and the costs of producing those items, in profit or loss.

These amendments had no impact on the interim condensed consolidated financial statements of the Group as there were no sales of such items produced by property, plant and equipment made available for use on or after the beginning of the earliest period presented.

IFRS 1 First-time Adoption of International Financial Reporting Standards – Subsidiary as a first-time adopter

The amendment permits a subsidiary that elects to apply paragraph D16(a) of IFRS 1 to measure cumulative translation differences using the amounts reported in the parent's consolidated financial statements, based on the parent's date of transition to IFRS, if no adjustments were made for consolidation procedures and for the effects of the business combination in which the parent acquired the subsidiary. This amendment is also applied to an associate or joint venture that elects to apply paragraph D16(a) of IFRS 1.

These amendments had no impact on the interim condensed consolidated financial statements of the Group as it is not a first-time adopter.

IFRS 9 Financial Instruments – Fees in the '10 per cent' test for derecognition of financial liabilities

The amendment clarifies the fees that an entity includes when assessing whether the terms of a new or modified financial liability are substantially different from the terms of the original financial liability. These fees include only those paid or received between the borrower and the lender, including fees paid or received by either the borrower or lender on the other's behalf. There is no similar amendment proposed for IAS 39 Financial Instruments: Recognition and Measurement.

These amendments had no impact on the interim condensed consolidated financial statements of the Group as there were no modifications of the Group's financial instruments during the period.

Onerous Contracts – Costs of Fulfilling a Contract – Amendments to IAS 37

An onerous contract is a contract under which the unavoidable costs (i.e., the costs that the Group cannot avoid because it has the contract) of meeting the obligations under the contract exceed the economic benefits expected to be received under it.

The amendments specify that when assessing whether a contract is onerous or loss-making, an entity needs to include costs that relate directly to a contract to provide goods or services include both incremental costs (e.g., the costs of direct labor and materials) and an allocation of costs directly related to contract activities (e.g., depreciation of equipment used to fulfil the contract as well as costs of contract management and supervision). General and administrative costs do not relate directly to a contract and are excluded unless they are explicitly chargeable to the counterparty under the contract. The Group had not identified any contracts as being onerous.

3. BUSINESS ACQUISITIONS AND OTHER VARIATIONS IN THE CONSOLIDATION PERIMETER

During the nine-month period ended September 30, 2022, the Group's legal structure has experienced certain changes, as described below.

- Acquisitions

In July 2022, the Group acquired a 60% stake of the E-Play 24 subgroup, an on-line gaming platform in Italy. The subgroup comprises the following companies: Yellow City Limited, E-Play 24 ITA Limited, Reactive Games Software Solutions Limited, E-Play 24 Retail, S.R.L., and E-Play 24 Italia, S.R.L.

Also in July 2022, the Group acquired the 100% of Operadora General de Entretenimiento, S.A. de C.V., the owning company of Ganabet, an online sports betting and casino operator in Mexico.

Had the acquisitions taken place at the beginning of the year, consolidated operating income in 9 months would have increased by 90,916 thousand euros and consolidated profit for the period would have decreased by 872 thousand euros.

The breakdown of the amounts related to acquisitions in 2022 is as follows:

Name and description of the entities and business	Acquisition date	(thousands of euros)		
		Acquisition cost	Net assets at acquisition date	Installation rights
Santbar, S.L.	January 2022	2,269	318	1,951
Sportium Puerto Rico, LLC	January 2022	-	-	-
Automáticos Felcarras, S.L.	May 2022	137	137	-
Thousand and one nights, AB/ Casino Management, S.A.R.L.	May 2022	4,815	1,314	3,501
Sportium Dominicana, S.R.L.	May 2022	2	2	-
E-Play 24 Subgroup	July 2022	28,800	199	27,756
Operadora General de Entretenimiento, S.A. de C.V.	July 2022	20,473	(2,229)	22,909
		56,496	(259)	56,117

Business combinations for which the valuation process has not been completed at the closing date of the financial statements are recorded using provisional values. These values must be adjusted within a maximum period of one year from the date of acquisition. The adjustments recognized to complete the initial accounting are recorded retrospectively, so that the resulting values are those that would have arisen had this information been initially available, therefore, adjusting the comparative figures.

- Changes in percentage

The changes in percentage of ownership for the nine-month period ended September 30, 2022 are:

	Consolidation Method		Ownership	
	2022	2021	September 30, 2022	December 31, 2021
Alfematic, S.A.	Full	Full	75%	50%
Garbimatic, S.L.	Full	Full	75%	50%
Automáticos Quintana, S.L.	Full	Equity Method	50%	50%
Recreativos Galicia-Sanabria, S.L.	Full	-	100%	14%

- Other

During this period the Group has incorporated the following entities:

	% ownership	Consolidation Method
Sport Tech Perú, S.A.C.	100%	Full
Global Management Tangier, S.R.L.	100%	Full

During fiscal year 2022, the following changes to the Group's structure have occurred due to merger operations between Group companies, without affecting the consolidated figures:

Acquired Group Company	Acquiring Group Company
La Selva Inversiones, S.A.C.	Gaming and Services, S.A.C.

4. SEASONALITY OF OPERATIONS

Neither the business as a whole (gaming and leisure sector) nor any of the Group's segments are highly seasonal.

5. SEGMENT INFORMATION

The following charts present certain revenue and profit information regarding the Group's operating segments for the nine-month period ended September 30, 2022.

(Thousands of euros)	Slot Route Operation	B2B	Casinos	Bingos	On-line Gaming & Betting	Structure and eliminations	Total
Operating revenue	701,280	19,752	469,079	303,955	139,968	(15,730)	1,618,305
Net operating revenue	470,002	19,752	457,884	159,128	131,229	(15,299)	1,222,695
Consumptions	(5,921)	(9,697)	(10,003)	(7,366)	(876)	2,186	(31,677)
Personnel expenses	(48,792)	(6,864)	(79,437)	(35,247)	(14,264)	(20,462)	(205,068)
Gaming Taxes	(252,573)	(131)	(69,173)	(24,611)	(23,078)	(77)	(369,643)
External supplies and services	(41,301)	(2,588)	(94,981)	(42,640)	(65,257)	28,326	(218,441)
Depreciation, amortization and impairment	(66,440)	2,807	(105,399)	(37,755)	(15,698)	(1,047)	(223,533)
Change in trade provisions	(1,455)	307	(792)	(2)	(251)		(2,194)
Profit (loss) before tax	30,042	1,761	86,505	7,116	10,473	(62,034)	73,864
EBITDA (*)	121,415	472	204,289	49,262	27,754	(5,326)	397,867
EBIT (**)	64,396	4,240	87,221	11,505	11,806	(7,028)	172,141

The following charts present certain revenue and profit information regarding the Group's operating segments for the nine-month period ended September 30, 2021.

(Thousands of euros)	Slot Route Operation	B2B	Casinos	Bingos	On-line Gaming & Betting	Structure and eliminations	Total
Operating revenue	440,915	33,213	271,076	188,394	92,475	(36,769)	989,304
Net operating revenue	282,351	33,213	264,819	89,929	92,405	(49,453)	726,098
Consumptions	(2,882)	(17,762)	(5,380)	(3,908)	(410)	1,372	(18,970)
Personnel expenses	(36,154)	(12,394)	(50,094)	(23,584)	(14,398)	(78)	(146,831)
Gaming Taxes	(127,684)	(122)	(42,952)	(15,864)	(12,136)	87	(198,671)
External supplies and services	(30,296)	(4,278)	(61,814)	(27,408)	(52,536)	23	(151,349)
Depreciation, amortization and impairment	(67,741)	(4,669)	(105,175)	(36,467)	(14,118)	89	(222,762)
Change in trade provisions	(999)	(31)	(33)	0	37	(1)	(1,027)
Profit (loss) before tax	(10,989)	(6,794)	(17,261)	(24,590)	186	(103,985)	(163,433)
EBITDA (*)	85,336	(1,344)	104,579	19,166	12,924	(10,385)	210,276
EBIT (**)	16,595	(6,043)	(629)	(17,301)	(1,157)	(86)	(13,513)

(*) EBITDA is defined, for financial information purposes, as profit before income taxes, financial items, participation in the results of associates, gains (losses) from non-current assets, change in trade provisions, and charges for amortizations, depreciation and impairment.

(**) EBIT is defined, for financial information purposes, as profit before income taxes, financial items, participation in the results of associates and gains (losses) from non-current assets.

6. GOODWILL

At September 30, 2022, existing goodwill mainly comes from the acquisition of the Cirsa Group on July 3, 2018 and significant acquisitions carried out in 2019 (Sportium subgroup and Giga), as a result of the purchase price allocation of the excess price arisen due to the difference between the consideration paid and the consolidated book value of the acquired business.

The breakdown of and movements in goodwill by operating segment is as follows:

(Thousands of euros)	December 31, 2021 Audited	Additions	Other	September 30, 2022 Unaudited
Slots	555,676	345	-	556,021
Casinos	486,846	-	40	486,886
Bingos	147,716	-	-	147,716
Bets	38,237	1,378	-	39,615
	1,228,475	1,723	40	1,230,238

Impairment

Goodwill is tested for impairment annually (at December 31) and when circumstances indicate that the carrying amount may be impaired. The Group's impairment test on goodwill is based on value-in-use calculations that use a discounted cash flow model. At September 30, 2022 the Group concluded that no additional impairment test was required to be updated.

The general criteria used to determine the recoverable amount for the different cash generating units are conceptually the same discussed in the annual financial statements for the year ended December 31, 2021, and have been applied to updated forecast magnitudes based on current expectations. The discount rates applied have been very similar to the ones used at year-end.

7. PROPERTY, PLANT AND EQUIPMENT AND OTHER INTANGIBLE ASSETS

This caption consists of the following balances:

(Thousands of euros)	December 31, 2021 Audited	September 30, 2022 Unaudited
Other intangible assets	944,573	1,071,834
Property, plant and equipment	266,809	263,862
	1,211,382	1,335,696

Additions

The additions in 2022 and 2021 can be disclosed by division as follows:

(Millions of euros)	September 30, 2022 Unaudited	September 30, 2021 Unaudited
Slout Roure Operation	55.6	42.8
Casinos	20.1	22.5
Bingos	8.8	4.9
On-line Gaming & Betting	9.7	5.2
B2B	2.9	1.6
Structure	0.1	0.1
TOTAL	97.2	77.1

Investments

Investments in other intangible assets during the nine-month period ended September 30, 2022 mainly correspond to installation rights in Spain (amount given in exchange for the exclusive rights to operate in the halls where slot machines are located in Spain), for an amount of 47.9 million euros (September 30, 2021: 32.8 million euros). These installation rights refer mainly to the new business acquisitions of the year.

Investments in property plant and equipment during the nine-month period ended September 30, 2022 correspond to PPE assets acquired by the Group with a cost of 49.3 million euros (September 30, 2021: 44.3 million euros) mainly related to improvement capex executed in the different casinos of the group mainly related to machines.

Disposals

No significant disposals have occurred during both periods in this caption.

Impairment

The Group assesses at least at each year end whether there is an indication that a non-current asset (other than goodwill) may be impaired. If any indication exists, the Group estimates the asset's recoverable amount. Simultaneously to the impairment test on goodwill, the Group has evaluated the recoverable amount of its long-term non-financial assets with lower profitability levels, based on their estimated value in use, which has been determined by applying similar parameters to those used to evaluate goodwill. As a result of the tests conducted, no adjustment was recorded.

8. CASH AND CASH EQUIVALENTS

For the purpose of the interim consolidated cash flow statement, cash and cash equivalents are broken down as follows:

	September 30, 2022	December 31, 2021
(Thousands of euros)	Unaudited	Audited
Cash	56,470	46,448
Current accounts	140,643	193,166
Deposits under 3 months	2	1
Cash in hoppers	41,992	40,586
	239,107	280,201

9. FINANCIAL ASSETS

This caption consists of the following balances:

(Thousands of euros)	September 30, 2022 Unaudited			December 31, 2021 Audited		
	Non-current	Current	Total	Non-current	Current	Total
<u>Financial assets at amortized cost</u>						
Joint ventures and associates	869	1,323	2,192	697	1,833	2,530
Loans to third parties	25,200	-	25,200	23,937	-	23,937
Guarantees and deposits	11,342	13,751	25,093	10,260	10,535	20,795
Fixed income securities and deposits	-	3,495	3,495	-	4,307	4,307
Trade and other receivables	-	151,537	151,537	-	115,733	115,733
Other	10,753	2,237	12,990	7,320	786	8,106
	48,164	172,343	220,507	42,214	133,194	175,408
Impairment losses	(507)	(34,894)	(35,401)	(460)	(32,115)	(32,575)
	47,657	137,449	185,106	41,754	101,079	142,833

The Group considers that the fair values of these assets do not differ significantly from the amounts recorded.

The balance of "Trade and other receivables" is shown net of impairment loss. The movements in the impairment loss allowance are as follows:

(Thousands of euros)	2022	2021
Balance at January 1	32,115	37,344
Net charges for the year	1,021	276
Utilized	(144)	(2,726)
Balance at September 30	32,992	34,894

10. FINANCIAL LIABILITIES

The breakdown of the issues of financial liabilities carried out by the Group is as follows:

(Thousands of euros)	September 30, 2022 Unaudited			December 31, 2021 Audited		
	Non-current	Current	Total	Non-current	Current	Total
Corporate Bonds	2,039,816	16,711	2,056,527	2,033,563	9,184	2,042,747
Bank borrowing	52,584	94,249	146,833	64,050	226,897	290,947
	2,092,400	110,960	2,203,360	2,097,613	236,081	2,333,694

The net decrease of 114,084 thousand euros in financial debt balances between December 31, 2021 and September 30, 2022 mostly reflects the decrease of 131,480 thousand euros of the RCF (Revolving Credit Facility).

10.1 Corporate bonds

The breakdown of the issues of bonds carried out by the Group are as follows:

Issue date	Initial nominal amount (M)	Currency	Maturity	Interest rate	Balance in statement of financial position	
					September 30, 2022 Unaudited	December 31, 2021 Audited
July 18	663	EUR	December 2023	6.250%	568,618	557,272
May 19	390	EUR	May 2025	4.750%	391,274	385,545
				3m Euribor +		
August 19	490	EUR	September 2025	3.625%	487,285	486,351
September 21	615	EUR	March 2027	4.500%	609,350	613,579
					2,056,527	2,042,747

Accrued interest payable at September 30, 2022 amounts to 16,711 thousand euros (15,770 thousand euros at September 30, 2021). At December 31, 2021 and September 30, 2022 the outstanding nominal amount of the issue dated July 2018 is 563 million euros, due to the partial redemption of 100 million euros of nominal amount in the September 2021 issuance.

10.2 Bank borrowings

The breakdown of bank borrowings at September 30, 2022 and at December 31, 2021 is as follows:

(Thousands of euros)	September 30, 2022 Unaudited			December 31, 2021 Audited		
	Non-current	Current	Total	Non-current	Current	Total
Loans secured by mortgage guarantee	-	20	20	-	33	33
Other loans	51,608	19,305	70,913	63,317	18,833	82,150
RCF	-	70,037	70,037	-	201,517	201,517
Finance lease arrangements	976	345	1,321	733	390	1,123
Credit and discount lines	-	4,542	4,542	-	6,124	6,124
	52,584	94,249	146,833	64,050	226,897	290,947

RCF

The revolving credit facility has the following characteristics:

Amount:	200 million euros.
Maturity:	June 2023
Interest rate:	3%
Duration of drawdowns:	Up to 6 months (renewable at the Group's request)
Guarantees:	Pledge of several associates shares
No. of credit institutions:	6.

The initial drawdowns from this facility are subject to the fulfilment of certain financial leverage covenants, which have been met. These drawdowns can be renewed on a recurring basis at the Group's request for maximum periods of six months until maturity (June 2023).

At September 30, 2022 and at December 31, 2021 the Group has drawn down a total of 70 million and 200 million euros from this credit line, respectively.

Credit and discount lines

At September 30, 2022 the undrawn amount of credit is 20,200 thousand euros (credit limit of 24,741 thousand euros). At December, 2021 the undrawn amount of credit was 18,666 thousand euros (credit limit of 24,783 thousand euros).

11. OTHER NON-TRADE PAYABLES

The breakdown of this caption is the following:

(Thousands of euros)	September 30, 2022 Unaudited			December 31, 2021 Audited		
	Non-current	Current	Total	Non-current	Current	Total
Public administrations	-	87,049	87,049	-	71,968	71,968
Bills payable	155	828	983	155	1,208	1,363
Sundry creditors	42,200	166,309	208,509	31,998	134,870	166,868
	42,355	254,186	296,541	32,153	208,046	240,199

12. INCOME TAX

(Thousands of euros)	September 30, 2022 Unaudited	September 30, 2021 Unaudited
Profit/(loss) before tax	73,864	(163,433)
Tax rate prevailing in Spain	25%	25%
Theoretical income tax expense	18,466	(40,858)
Adjustments – Effect of:		
Different tax rates prevailing in other countries	(118)	(2,625)
Limitation on the deductibility of financial expenses in Spanish companies that will not be recovered	8,913	24,627
Other non-deductible expenses and other	(8,522)	(5,275)
	18,739	(24,131)

13. LEASES

The Group has entered into leases on several buildings and vehicles for an average term between nine and ten years, with no renewal clauses.

The Group has also entered into leases on machines with contracts that can be extended annually or which expire within less than 12 months, and on other office equipment of low value.

The Group made lease payments amounting to 47,502 thousand euros during the nine-month period ended September 30, 2022 (36,116 thousand euros during the nine-month period ended September 30, 2021).

14. RELATED PARTIES

No Cirsa Group-related companies have entered into any transactions or have any outstanding balances with other subsidiaries of LPMC Topco, S.a.r.l. or the Blackstone Group.

15. DIRECTORS AND SENIOR EXECUTIVES

The breakdown of the remuneration earned by the key executives of Group Management is as follows:

(Thousands of euros)	September 30, 2022 Unaudited	September 30, 2021 Unaudited
Salaries	5,800	5,536
	5,800	5,536

No additional transactions have been carried out and no other outstanding balances exist with group-related parties.

16. PROVISIONS

The breakdown of this caption is as follows:

(Thousands of euros)	September 30, 2022 Unaudited	December 31, 2021 Audited
Provisions for employee benefits	14,285	12,831
Tax contingencies	3,381	2,449
Other	1,288	788
Balance at December 31	18,954	16,068

17. GUARANTEES AND SURETIES

One of the Group's main activities is the operation of slot machines and games of luck, which require guarantees established by local regulations in the countries in which the Group operates. These guarantees have been timely deposited at the corresponding entities.

The breakdown of guarantees and sureties by item at September 30, 2022 and December 31, 2021, in thousands of euros, is as follows:

(Thousands of euros)	September 30, 2022 Unaudited	December 31, 2021 Audited
Guarantees and sureties related to gaming	131,860	134,001
Other guarantees	5,701	4,491
Total guarantees and sureties	137,561	138,492

18. CONTINGENCIES

Contingencies reported in the consolidated financial statements at December 31, 2021 have not experienced significant variations during the nine-month period ended September 30, 2022. No new contingencies have arisen during that period.

As of September 30, 2022, the group company Gaming & Services de Panama S.A., has an ongoing lawsuit filed by a competitor related to the number of halls assigned to the company through concession arrangements. In accordance with our assessment of possible impacts and analyses by our lawyers, a provision has not been recorded as no cash outflow is probable as of the reporting date and in accordance with the International Accounting Standard (IAS) 37 "Provisions, contingent liabilities and contingent assets." The estimate will be reviewed and adjusted based on how the proceedings develop.

19. INCOME AND EXPENSES

As for the "Total operating income net of variable rent" caption, the Group has no performance obligations pending satisfaction at September 30, 2022 or at September 30, 2021. The breakdown of this caption by operating segment area is detailed in Note 5.

In the presentation of information by geographic, sales are based on the destination country and the assets are based on their location. The table below shows this information at September 30, 2022 and September 30, 2021:

2022

(Thousands of euros)	Spain	Latin America and Morocco	Italy	Eliminations and other	Total
Total Operating income net of variable rent	625,553	425,995	239,734	(68,587)	1,222,695
	625,553	425,995	239,734	(68,587)	1,222,695

2021

(Thousands of euros)	Spain	Latin America and Morocco	Italy	Eliminations and other	Total
Total Operating income net of variable rent	447,118	232,924	83,847	(37,791)	726,098
	447,118	232,924	83,847	(37,791)	726,098

19.1 Employee benefits expense

(Thousands of euros)	September 30, 2022 Unaudited	September 30, 2021 Unaudited
Wages and salaries	158,566	115,486
Social Security	33,864	24,789
Termination benefits	5,780	4,073
Other	6,858	2,483
	205,068	146,831

19.2 Utilities and external services

(Thousands of euros)	September 30, 2022 Unaudited	September 30, 2021 Unaudited
Publicity, advertising, and public relations	36,149	27,283
Utilities	22,128	18,021
Professional services	52,938	28,517
Other services	20,200	15,387
Leases and royalties	25,392	16,813
Repairs and maintenance	15,824	11,943
Postal services, communications and telephone	10,204	10,361
Bank services et al.	9,552	5,999
Security services	7,264	5,153
Cleaning services	6,885	4,588
Insurance premiums	5,741	4,531
Travel expenses	4,915	2,069
Transportation	1,229	675
Development costs and patents	20	9
	218,441	151,349

19.3 Finance income and costs

(Thousands of euros)	September 30, 2022 Unaudited	September 30, 2021 Unaudited
Finance costs		
Contractual expenses and interest		
Notes	(74,655)	(82,934)
Other loans	(10,379)	(31,010)
RCF	(3,492)	(6,456)
Finance lease arrangements	(10,855)	(10,725)
Expenses from the discount of provisions and other liabilities	(480)	5
Finance income		
Finance income	1,073	652
Total finance income (costs)	(98,788)	(130,468)

20. MANAGEMENT OF FINANCIAL RISKS

At September 2022, there were no changes in financial risks compared to the Annual Consolidated Financial Statements for the year ended December 31, 2021.

21. EVENTS AFTER THE REPORTING PERIOD

In August 2023, the Supreme Court of Panama issued a ruling declaring that certain of our gaming halls did not comply with concession arrangements in a designated area of the country. In November 2023, following the Supreme Court's ruling, the gaming regulator enacted resolutions to allow our gaming halls to operate in the designated area. These resolutions have been challenged by a competitor and are still pending of resolution (Note 18).

No other significant events have occurred after the reporting date that may condition the information included in the interim condensed consolidated financial statements of Cirsa Enterprises Group, whose activity has been carried out satisfactorily.

The undersigned, whose positions are indicated under their names, hereby CERTIFY the accuracy and integrity of the interim condensed consolidated financial statements for the nine-month period ended September 30, 2022 of Cirsa Enterprises Group.

Terrassa, January 22, 2024



Mr. Joaquin Agut
Chair



Mr. Lionel Yves Assant
Vice-Chair



Mr. Miguel García
Board member



Mr. Antonio Hostench
Board member

Independent Audit Report in accordance with
International Standards on Auditing

Cirsa Enterprises Group
Consolidated Financial Statements
for the year ended
December 31, 2022

INDEPENDENT AUDIT REPORT IN ACCORDANCE WITH
INTERNATIONAL STANDARDS ON AUDITING

Translation of a report and financial statements originally issued in Spanish. In the event of
discrepancy, the Spanish-language version prevails

To the directors of Cirsa Enterprises, S.L.:

Opinion

We have audited the accompanying consolidated financial statements of Cirsa Enterprises, S.L. (the Parent) and its Subsidiaries (the Group or Cirsa Enterprises Group), which comprise the consolidated statement of financial position at December 31, 2022, the consolidated statement of comprehensive income, the consolidated statement of changes in equity and the consolidated cash flow statement for the year then ended, as well as the explanatory notes thereto, which include a summary of the significant accounting policies (together known as “the consolidated financial statements”).

In our opinion, the accompanying consolidated financial statements give a true and fair view, in all material respects, of the consolidated equity and consolidated financial position of the Group at December 31, 2022, and of its financial performance and its consolidated cash flows for the year then ended, in accordance with International Financial Reporting Standards, as adopted by the European Union (IFRS-EU).

Basis for opinion

We have conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the *Auditor’s responsibilities for the audit of the financial statements* section of our report.

We are independent of the Entity in accordance with the International Ethics Standards Board for Accountants’ Code of Ethics for Professional Accountants (IESBA Code). Furthermore, we have complied with other ethical requirements in compliance with IESBA Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other matters

As indicated in Note 1.1 to the accompanying explanatory notes, and in accordance with the exemption from issuing consolidated financial statements applicable to Cirsa Enterprises Group, as there is an ultimate group domiciled in the European Union, the Parent Company has prepared the accompanying consolidated financial statements in accordance with International Financial Reporting Standards, as adopted by the European Union (IFRS-EU) only for the purpose of including them in said ultimate consolidated financial statements. Consequently, the accompanying consolidated financial statements have not been prepared according to legal requirements and have been audited by applying the International Standards on Auditing. This report can under no circumstances be considered an audit report in the terms established by prevailing audit regulations in Spain.

Responsibilities of the parent company's directors for the consolidated financial statements

The directors of the Parent Company are responsible for the preparation of the accompanying consolidated financial statements so that they give a true and fair view of the consolidated equity, financial position and results of the Group, in accordance with IFRS-EU, and for such internal control as they determine is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, the directors of the Parent Company are responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Group or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities for the audit of the consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with International Standards on Auditing, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors of the parent company.
- Conclude on the appropriateness of the parent company's directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with the Parent Company's directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

ERNST & YOUNG, S.L.
(Signature on the original in Spanish)

Joan Tubau Roca

March 24, 2023

Cirsa Enterprises Group

**Consolidated Financial Statements for the year ended December 31, 2022
prepared in accordance with International Financial Reporting Standards as
adopted by the European Union**

*(Translation of consolidated financial statements originally issued in Spanish. In the event of
discrepancy, the Spanish-language version prevails)*

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Appendix - Detail of subsidiaries at December 31, 2022.

Cirsa Enterprises Group
Consolidated statement of financial position at December 31, 2022

ASSETS

(Thousands of euros)	Notes	2022	2021
Non-current assets		2,892,270	2,846,708
Goodwill	5	1,273,457	1,228,475
Other intangible assets	6	955,227	944,573
Property, plant and equipment	7	261,320	266,809
Right-of-use assets	19	231,489	236,774
Investments accounted for using the equity method	8	31,847	29,728
Financial assets	9	49,292	41,754
Deferred tax assets	18.4	89,638	98,595
Current assets		378,098	415,322
Inventories	11	21,608	19,357
Trade and other receivables	9	107,243	86,463
Other financial assets	9	23,497	14,616
Other current assets		12,371	14,685
Cash and cash equivalents	12	213,379	280,201
Total assets		3,270,368	3,262,030

EQUITY AND LIABILITIES

(Thousands of euros)	Notes	2022	2021
Equity		224,182	122,749
Issued capital	13.1	70,663	70,663
Share premium	13.1	626,583	626,583
Retained earnings	13.2	(613,694)	(458,589)
Currency translation differences		(31,748)	(62,433)
Profit/(loss) for the year attributable to the Parent		56,569	(150,874)
Non-controlling interests	13.3	115,809	97,399
Non-current liabilities		2,422,601	2,605,025
Corporate notes	14	1,891,418	2,033,563
Bank borrowings	15	28,213	64,050
Other non-trade payables	16	40,288	32,153
Provisions	17	23,628	16,068
Finance lease liabilities	19	216,211	228,759
Deferred tax liabilities	18.4	222,843	230,432
Current liabilities		623,585	534,256
Corporate notes	14	175,018	9,184
Bank borrowings	15	96,396	226,897
Trade payables		49,613	34,905
Other non-trade payables	16	221,427	208,046
Finance lease liabilities	19	51,852	45,522
Current income tax payable	18.2	29,279	9,702
Total equity and liabilities		3,270,368	3,262,030

Cirsa Enterprises Group
Consolidated statement of comprehensive income for the year ended December 31, 2022

(Thousands of euros)	Notes	2022	2021
CONTINUING OPERATIONS			
Income from gaming activities		1,995,446	1,379,497
Other operating income		253,323	107,531
Bingo prizes		(209,860)	(149,709)
Total operating income		2,038,909	1,337,319
Variable rent		(297,680)	(220,016)
Total operating income net of variable rent	3.1	1,741,229	1,117,303
Cost of sales	20.2	(64,325)	(45,629)
Employee benefits expense	20.3	(278,797)	(208,832)
Utilities and external services	20.4	(341,052)	(212,191)
Gaming taxes and other similar taxes		(504,578)	(319,215)
Charge to depreciation and amortization and impairment of assets	6, 7 & 19	(297,791)	(305,668)
Change in operating provisions		(4,823)	(522)
Finance income	20.5	1,629	1,075
Finance costs	20.5	(127,072)	(150,461)
Finance lease expenses	20.5	(14,223)	(14,210)
Change in financial provisions	20.5	(324)	58
Gains/(losses) on investments in associates	8	2,119	379
Exchange gains / (losses), net	20.6	2,241	(18,156)
Gains/(losses) on disposal/derecognition of non-current assets		(5,025)	(2,258)
Profit/(loss) before tax		109,208	(158,327)
Income tax	18.2	(29,613)	12,250
Net profit/(loss) for the year		79,595	(146,077)
Profit/(loss) for the year attributable to non-controlling interests	13.3	23,026	4,797
Profit/(loss) for the year attributable to the Parent		56,569	(150,874)

Cirsa Enterprises Group
Consolidated statement of comprehensive income for the year ended December 31, 2022

(Thousands of euros)	Notes	2022	2021
Net profit/(loss) for the year		79,595	(146,077)
Currency translation differences		33,759	21,587
Tax effect		-	-
Total other comprehensive income that will be reclassified to profit or loss in subsequent years		33,759	21,587
Total other comprehensive income that will not be reclassified to profit or loss in subsequent years		-	-
Total other comprehensive income for the year, net of tax		113,354	(124,490)
<i>Comprehensive income attributable to:</i>			
<i>Parent Company</i>		87,254	(127,721)
<i>Non-controlling interests</i>		26,100	3,231
Total other comprehensive income for the year, net of tax		113,354	(124,490)

Cirsa Enterprises Group
Consolidated statement of changes in equity for the year ended December 31, 2022

(Thousands of euros)	Issued capital (Note 13.1)	Share premium	Profit/(loss) for the year and Retained earnings (Note 13.2)	Currency translation differences	Non-controlling interests (Note 13.3)	Total
At January 1, 2021	70,663	626,793	(456,797)	(85,585)	104,072	259,146
Net profit/(loss) for the year 2021	-	-	(150,874)	-	4,797	(146,077)
Other comprehensive income	-	-	-	23,152	(1,566)	21,587
Total 2021 comprehensive income	-	-	(150,874)	23,152	3,231	(124,490)
Other movements:						
Dividends paid	-	-	-	-	(9,032)	(9,032)
Other movements	-	(210)	(1,792)	-	(872)	(2,875)
At December 31, 2021	70,663	626,583	(609,463)	(62,433)	97,399	122,749
Net profit/(loss) for the year 2022	-	-	56,569	-	23,026	79,595
Other comprehensive income	-	-	-	30,685	3,074	33,759
Total 2022 comprehensive income	-	-	56,569	30,685	26,100	113,354
Other movements:						
Dividends paid	-	-	-	-	(24,556)	(24,556)
Other movements	-	-	(4,231)	-	16,866	12,635
At December 31, 2022	70,663	626,583	(557,125)	(31,748)	115,809	224,182

Cirsa Enterprises Group
Consolidated cash flow statement for the year ended December 31, 2022

(Thousands of euros)	Notes	2022	2021
Cash flows from operating activities			
Profit/(loss) for the year before tax		109,208	(158,327)
Adjustments to profit/(loss) due to:			
Change in operating provisions		4,823	522
Depreciation and amortization and impairment losses on non-current assets	6, 7 & 19	297,791	305,668
Gains/(loss) on disposals/derecognition of non-current assets		5,021	2,258
Finance income (costs)		137,875	163,159
Exchange gains / (losses), net	20.6	(2,241)	18,156
Other		(1,198)	7,600
Change in:			
Inventories		(1,404)	(485)
Trade and other receivables		(9,570)	(9,681)
Suppliers and other accounts payable		7,783	42,939
Other operating assets and liabilities, net		946	5,849
Income tax paid		(35,339)	(10,150)
Net cash from operating activities		513,695	367,508
Cash flows from/(used in) investing activities			
Acquisition of property, plant, and equipment		(76,273)	(59,828)
Acquisition of intangible assets		(71,479)	(50,482)
Proceeds from other financial assets		3,276	5,000
Acquisition of investments in other companies		(65,732)	(21,168)
Payments on financial investments		(10,699)	(9,010)
Interest received and income from financial investments		1,628	1,075
Net cash used in investing activities		(219,279)	(134,413)
Cash flows from/(used in) financing activities			
Cash inflows in bank accounts		1,371,080	1,759,050
Cash outflows in bank accounts		(1,531,644)	(1,823,250)
Note issues	14	416,946	615,000
Cancellation of notes	14	(403,000)	(530,293)
Lease liability principal payments	19	(63,807)	(50,957)
Interest paid		(122,475)	(125,793)
Deferred gaming taxes		(4,967)	(73,120)
Dividends paid and other payments		(23,754)	(5,966)
Net cash used in financing activities		(361,621)	(235,329)
Net increase/(decrease) in cash and cash equivalents		(67,205)	(2,234)
Net effect of exchange gains/(losses) on cash		383	(832)
Cash and cash equivalents at January 1		280,201	283,267
Cash and cash equivalents at December 31	12	213,379	280,201

Cirsa Enterprises Group

Notes to the consolidated financial statements for the year ended December 31, 2022

1. GROUP INFORMATION

1.1 Group activity

Cirsa Enterprises, S.L. (hereinafter *the Company or the Parent Company*) and its subsidiaries (hereinafter *the Group or the Cirsa Group*) consist of a set of companies operating in the gaming and leisure sector, carrying out the following activities:

- the design, manufacture and marketing of slot machines that are sold to both group companies and third parties, and the development of interactive gaming mechanisms and systems.
- Operation of slot machines, bingo halls and casinos, in both Spain and abroad.
- Marketing and operation of bets in own and third-party premises, as well as operation of on-line sports betting in both Spain and abroad.

On July 3, 2018 the company Cirsa Enterprises, S.L. acquired 100% of the shares of Cirsa Gaming Corporation, S.A. from the former shareholders. Cirsa Enterprises, S.L. formerly LHMC Bidco, S.L. was incorporated on November 15, 2017.

Therefore, the new consolidatable group was born on July 3, 2018 with the inclusion of the Cirsa Gaming Corporation, S.A. subgroup and the note-issuing company, Cirsa Finance International, S.a.r.l., which was incorporated on May 22, 2018. As indicated in section 2.1, the consolidated financial statements of the Cirsa Group will be prepared under International Financial Reporting Standards by its ultimate parent company in Luxembourg, LHMC Topco, S.a.r.l. They will be translated and filed with the Mercantile Registry in due time and form. Consequently, the Parent Company meets the criteria for exemption from preparing consolidated financial statements under article 43 of the Commercial Code.

As a result of the foregoing, the accompanying consolidated financial statements cannot be considered consolidated financial statements under Spanish GAAP, but voluntary consolidated financial statements, issued by the Board of Directors.

1.2 Going concern

During the first months of 2022 restrictions were lifted in all the regions in which the Group operates. The ease of these restrictions has allowed the Group to achieve a balance in operating hours similar to prepandemic levels, with revenue recovering throughout the year. These events, together with the consolidation of a more efficient cost structure, are the key drivers of the increase in profit before tax (from losses of 158.3 million euros at December 31, 2021 to profit of 109.2 million euros at December 31, 2022) and the generation of operating cash flows amounting to 513.7 million euros in 2022.

At December 31, 2022 the Group shows negative working capital amounting to 245.5 million euros (118.9 million euros negative at December 31, 2021), as a result of the Group's own activity and maturity of its financial obligations in the short term (Note 14). However, the Group has a revolving credit facility (RCF) with a limit of 275 million euros, of which only 68 million euros have been drawn down at December 31, 2022. Even though this amount has been classified as current it can be renewed at the Group's request for periods of up to 6 months until maturity (December 2026). Additional drawdowns of this facility are subject to the fulfillment of some leverage, which is widely met at the date these consolidated financial statements are authorized for issue.

This situation, together with the most recent estimates and a robust cash position (213.4 million euros at December 31, 2022), has allowed the Board of Directors of the Group's Parent Company to prepare these financial statements under the going concern principle, and therefore the Group will be able to meet its financial obligations.

1.3 Group structure

The Parent Company, which is domiciled in Madrid, at Calle Fermina Sevillano, 5-7, is a subsidiary of its Sole Shareholder LHMC Midco, S.a.r.l., which is in turn a subsidiary of LHMC, Topco, S.a.r.l. (both domiciled in Luxembourg, at Rue Eugène Ruppert, 2-4). The fund that holds the shares of the Cirsa Enterprises Group is ultimately controlled by The Blackstone Group.

The details of the Company's subsidiaries at December 31, 2022 and 2021 are shown on the Appendix, classified into the following categories:

- **Subsidiaries:** Subsidiaries are companies controlled either directly or indirectly by the Company so that it can manage the financial and operating policies in order to obtain profit from the investment.
- **Associates:** The associates are enterprises not included in the previous two categories and in which there is an ownership interest on a long-term basis that favors their activity, but with limited influence over their management and control.

(NOTA: The 'Ownership percentage' column in the Appendix is obtained by multiplying the successive percentages over the ownership chain and, therefore, shows the final ownership at Company level).

1.4 Changes in the scope of consolidation

The changes in the scope of consolidation are summarized as follows:

2022

- Acquisition of companies

(Thousands of euros)	% voting rights	Consolidation method	Total Assets in the consolidated statement of financial position at December 31, 2022	Operating income in the 2022 consolidated statement of comprehensive income
Santbar, S.L.	100%	Full	856	1,507
Sportium Puerto Rico, LLC	55%	Full	476	-
Automáticos Felcarras, S.L.	50%	Equity	104	-
Thousand and one nights, AB	75%	Full	336	-
Casino Management, S.A.R.L.	75%	Full	6,616	14,617
Sportium Dominicana, S.R.L.	100%	Full	83	-
E-Play 24 subgroup (*)	60%	Full	99,148	77,600
Operadora General de Entretenimiento, S.A. de C.V. (**)	100%	Full	25,724	4,883

(*) On July 27, 2022 the subgroup E-Play 24 was acquired as a result of gaining control over 60% of the company Yellow City, Limited, the parent of the subgroup comprised by E-Play 24 ITA, Limited, Reactive Games Software Solutions, Limited, E-Play 24 Retail, S.R.L., E-Play 24 Italia, S.R.L. and Gogoal, S.R.L.

(**) Operadora General de Entretenimiento, S.A. de C.V. is the owner of GANABET, an online sports betting and casino business in Mexico.

The acquisitions shown in the table above have given rise to a business combination.

The information on the business combinations carried out during the year is shown in Note 4.

- Incorporation of companies

(Thousands of euros)	% voting rights	Consolidation method
Sport Tech Perú, S.A.C.	100%	Full
Global Management Tangier, S.R.L.	100%	Full
Atlantic Pecunia, S.R.L.	100%	Full
Sportium Portugal, S.A.	100%	Full

- Changes in the ownership percentage

The changes in the ownership percentage during 2022 are as follows:

	Consolidation method		Percentage	
	2022	2021	At December 31, 2022	At December 31, 2021
Alfematic, S.A.	Full	Full	75%	50%
Maquiter, S.A.	Full	Full	100%	51%
Garbimatic, S.L.	Full	Full	75%	50%
Automáticos Quintana, S.L.	Full	Equity	50%	50%
Recreativos Galicia-Sanabria, S.L.	Full	-	100%	14%
Operadora de Entretenimiento Manzanillo, S.A. de C.V.	Full	Full	100%	60%

- Other changes in equity

During 2022 the following changes in the scope due to mergers between group companies have occurred, without them affecting consolidated figures.

Acquired Group company	Acquiring Group company
La Selva Inversiones, S.A.C.	Gaming and Services, S.A.C.

2021

- Acquisition of companies

(Thousands of euros)	% voting rights	Consolidation method	Total Assets in the consolidated statement of financial position at December 31, 2021	Operating income in the 2021 consolidated statement of comprehensive income
Bet on Red, S.A.	100%	Full	20,832	5,467
Haes, S.A.	100%	Full	2,023	1,354
Coin Machines, S.A.	100%	Full	10,442	917
Piscis 28 Castilla y León, S.L.	100%	Full	18,360	568

The acquisitions shown in the table above have given rise to a business combination.

The information on the business combination carried out during the year is shown in Note 4.

- Winding-up of companies

In 2021, the following companies have been wound up:

(thousands of euros)	At December 31, 2021		
	% held by the Group	Consolidation method	Total Assets in the consolidated statement of financial position
Cludeen, S.L.	50%	Equity	2
Cirsa Brasil Participações, LTDA	100%	Full	-
Gimenca, S.A.	100%	Full	-
Instalaciones Recreativas Mallorca, S.A.	100%	Full	-
La Cafetería del Bingo, S.L.	50%	Full	50

- Changes in the ownership percentage

The changes in the ownership percentage during 2021 are as follows:

	Consolidation method		Percentage	
	2021	2020	At December 31, 2021	At December 31, 2020
Cat Games, S.L.	Full	Full	60%	50%
Bingos Benidorm, S.A.	Full	Full	100%	50%
Bingos Andaluces, S.A.	Full	Full	100%	50%
Sala Valencia, S.A.	Full	Full	100%	50%
Rdiamon, S.L.	Full	Full	51%	50%
Badamatic, S.A.	Full	Full	51%	50%
Sportium Apuestas Colombia, SAS	Full	Full	50%	100%

2. BASIS OF PRESENTATION AND ACCOUNTING STANDARDS

2.1 Basis of presentation

The Group prepares consolidated financial statements in accordance with the International Financial Reporting Standards adopted by the European (IFRS-EU) Union published by the International Accounting Standards Board (IASB) and further interpretations. At the date these consolidated financial statements were authorized for issue, the consolidated financial statements of the Cirsa Group in Luxembourg had not yet been prepared by LHMC Topco, S.a.r.l.

These financial statements are presented in thousands of euros unless otherwise indicated and are therefore susceptible to being rounded off.

The Directors of the Parent Company have issued these financial statements under the going concern principle as they consider that there is no uncertainty regarding the continuity of the Group's operations.

The financial statements of the companies comprising the Group have yet to be approved by the corresponding General Meetings of Shareholders or Owners. However, the Board of Directors of the Group Parent expect that the aforementioned financial statements will be approved without significant modification and, therefore, they will have no impact on the accompanying consolidated financial statements.

The accounting policies used in the preparation of these consolidated financial statements comply with each of the prevailing standards at the date of their issuance. The International Financial Reporting Standards as adopted by the European Union establish application alternatives in some cases. The options applied by the Group are described in the several accounting policies detailed in these Notes.

The consolidated financial statements for the year ended December 31, 2022 have been prepared by the parent company Cirsa Enterprises, S.L.U. and show comparative information for the prior year, which covers the period comprised between January 1, 2021 and December 31, 2021.

2.2 Estimates and judgments

The preparation of the consolidated financial statements requires Group Management to exercise judgment and to make estimates and assumptions that affect the application of the accounting policies and the recorded assets, liabilities, income and expenses. The estimates and assumptions taken into account have been based upon historical experience and other factors which were considered to be reasonable in the light of the circumstances. Consequently, the results obtained could differ from those assumptions

The estimates and assumptions are continuously reviewed. Any changes to accounting estimates are recognized in the period they are made if they apply solely to that period, or for that period and subsequent periods if they affect both. The key estimates and judgments are as follows:

- Business combinations and goodwill

The Group assesses for each business combination, the fair value of assets, liabilities and acquired contingent liabilities, allocating the cost of the business combination to the identified elements. Likewise, goodwill arising from the acquisition is assigned to its corresponding cash-generating unit, based on expected synergies, for subsequent impairment tests (Notes 4 and 10).

- Impairment of assets

The Group assesses for impairment at year end for all non-financial assets which carrying amount could be unrecoverable. Goodwill and intangible assets with an indefinite useful life are tested for impairment annually, or when there is evidence of impairment, based on financial projections and estimates of future operating cash flows. In 2022 and 2021 the Group did not record any impairment losses on goodwill. During 2022 the Group has not recognized any impairment losses on intangible assets (2021: 5,123 thousand euros) (Note 10).

- Determination of the lease term

In determining the lease term, the Group considers all relevant events and circumstances that create a significant economic incentive for the lessee to exercise the option to renew the lease or not to exercise the option to terminate the lease. The options to renew or terminate the lease are only included in the determination of the lease term if it is reasonably true that the lease will be extended or will not be terminated. In the event that there is a significant event or change in the circumstances that may affect the determination of the lease term, the Group revises the estimates made when determining the lease term.

- Recoverability of deferred tax assets

When the Group, or any of the companies included in it, recognizes deferred tax assets, the estimated taxable profit that will be generated in the next 10 years is reviewed at year end in order to assess their recoverability and, where appropriate, derecognize them if realization is not reasonably guaranteed. At December 31, 2022 the Group has recorded deferred tax assets amounting to 89,638 thousand euros (98,595 thousand euros at December 31, 2021), as indicated in Note 18.4.

- Consolidation methods

The assessment of whether control is exercised when the Group does not have absolute majority of voting rights, but agreements with the other shareholders have been reached, requires the Group to make estimates and judgments to determine whether it has unilateral rights to manage relevant activities in accordance with IFRS 10. Additionally, in order to establish the consolidation method of certain entities over which control is not exercised also requires Group Management to make judgments and estimates to determine whether they are considered jointly controlled companies, joint operations or associates for the purposes of preparing these consolidated financial statements.

2.3 Standards and interpretations approved by the European Union applied for the first time in the current year

The accounting standards used to prepare the accompanying consolidated financial statements are the same as those used to prepare the consolidated financial statements for the year ended December 31, 2021, except for the following standards, interpretations and amendments which have been applied for the first time this year:

Amendments to IFRS 3 - Business combinations: Reference to the Conceptual Framework

These amendments, issued by the IASB in May 2020, replace the reference to the 1989 Conceptual Framework with a reference to the 2018 Conceptual Framework, with no significant changes in the requirements.

In addition, the IASB added an exception to the IFRS 3 requirements to avoid the issue of potential 'day 2' gains or losses arising for liabilities and contingent liabilities (within the scope of IAS 37 or IFRIC 21), if incurred separately. At the same time, the Board decided to clarify existing guidance in IFRS 3 for contingent assets that would not be affected by replacing the reference to the Framework.

Amendments to IAS 16 - Property, Plant and Equipment: Proceeds before Intended Use

The amendments, issued by the IASB in May 2020, prohibit a company from deducting from the cost of property, plant and equipment amounts received from selling items produced while the company is preparing the asset for its intended use. Instead, a company will recognize such sales proceeds and related cost in profit or loss.

These amendments have no impact on the Group's consolidated financial statements.

Amendments to IAS 37 - Cost of Fulfilling a Contract

These amendments, issued by the IASB in May 2020, specify which costs an entity includes in determining the cost of fulfilling a contract for the purpose of assessing whether the contract is onerous. The amendments propose a "direct cost approach". Costs that relate directly to a contract consist of both the incremental costs and an allocation of other costs that relate directly to fulfilling contracts. Administrative and general costs are not directly attributable to a contract. Consequently, they are excluded from the calculation unless they can explicitly be passed on to the counterparty pursuant to the contract.

These amendments have no impact on the Group's consolidated financial statements.

2018-2020 annual improvements

As part of its 2018-2020 annual improvements, the IASB issued amendments to the following standards:

- IFRS 9 Financial instruments: the amendment clarifies the fees that an entity includes when assessing whether the terms of a new or modified financial liability are substantially different from the terms of the original financial liabilities. When determining the fees paid net of the fees received, the borrower only includes those paid or received between the borrower and the lender, including fees paid or received by either the borrower or lender on the other's behalf.

These amendments have no impact on the Group's consolidated financial statements.

2.4 Standards and interpretations published by the IASB, but not applicable in the current year

The Group intends to adopt the standards, interpretations and amendments issued by the IASB, whose application is not mandatory in the European Union as at the date of authorizing the accompanying consolidated financial statements for issue, when they are effective, to the extent applicable to the Group.

Standard, interpretation or amendment	Mandatory application: annual periods beginning on or after
IFRS 17 - Insurance contracts	January 1, 2023
IFRS 17 - Insurance contracts: initial application of IFRS 17 and IFRS 9 - comparative information	January 1, 2023
Definition of Accounting Estimates (Amendments to IAS 8)	January 1, 2023
Disclosure of Accounting Policies (Amendments to IAS 1 and IFRS Practice Statement 2)	January 1, 2023
Deferred Tax related to Assets and Liabilities arising from a Single Transaction (Amendments to IAS 12)	January 1, 2023
IAS 1 - Presentation of Financial Statements: Classification of current and non-current liabilities	January 1, 2024

2.5 Consolidation methodology

The consolidated financial statements include the financial statements of the Parent Company and its subsidiaries at December 31, 2022. Control is gained when the Group has rights to variable returns from its investment in the associate and has the ability to influence these returns through its power over the associate. Specifically, the Group has control over an associate if, and only if, it:

- has power over the associate (rights that give it the capacity to direct the associate's relevant activities)
- has exposure to, or rights to, the variable returns arising from its involvement with the associate
- can influence said returns by exercising its power over the associate

In the event that the Group does not have most voting rights, or similar rights, in the associate, it considers all relevant events and circumstances to assess whether it has control over the associate, including the following:

- Contractual agreements with the other shareholders with voting rights in the associate
- Rights arising out of other contractual agreements
- The Group's voting rights and potential voting rights
- Control over the relevant activities of the associate

The Group reassesses whether it has control over an associate when events and circumstances indicate changes in one or more of the items determining control over it.

Subsidiaries are consolidated from the date of acquisition, which is the date that the Group obtains control, and continue to be consolidated until the date when such control ceases. In the event of the Group losing control of a subsidiary, the consolidated financial statements include the results of the portion of the year during which the Group held control.

Consolidation methodology is described in the following sections:

Consolidation methods

The methods applied to obtain these consolidated financial statements were as follows:

- Full consolidation method for subsidiaries
- Equity method for associates and jointly controlled companies

Harmonization

The financial year of the companies within the consolidation perimeter ends on December 31. For consolidation purposes the corresponding 2022 financial statements of each company have been used.

The accounting principles applied by the companies comply with Group policies and, accordingly, no harmonization adjustments were necessary.

Elimination of internal transactions

The intercompany balances arising from financial operations, rental agreements, payment of dividends, financial assets and liabilities, purchase and sale of inventories and non-current assets and rendering of services have been eliminated. In regard with purchase and sale transactions, the unrealized margin on assets, as well as depreciation, has been adjusted in order to show the assets at their original cost to the Group.

Translation of financial statements in foreign currency

The financial statements of foreign companies have been translated into euros prior to their consolidation following the year-end rate method. Accordingly, the assets and liabilities are translated at the exchange rate prevailing at December 31, capital and reserves are translated at the historical exchange rate, and income and expenses at the average exchange rate of the year. Differences arisen from this process have been recorded directly under Translation differences in net equity.

2.6 Business combinations

Business combinations are accounted for using the acquisition method. Acquisition cost is the sum of the consideration transferred, which is measured at fair value at acquisition date, and any amount recognized for non-controlling interests in the acquiree. For each business combination, the Group elects whether it measures the non-controlling interest in the acquiree at either fair value or the proportionate share of the acquiree's identifiable net assets. Acquisition-related costs are accounted for as expenses when incurred and are included in administrative costs.

The Group considers that a business has been acquired when the set of activities and assets include an input and a substantive process that together significantly contribute to the ability to create output. The process acquired is considered substantive if it is critical to the ability to continue producing outputs, and the inputs acquired include an organized workforce with the necessary skills, knowledge, or experience to perform that process or significantly contributes to the ability to continue producing outputs and is considered unique or scarce or cannot be replaced without significant cost, effort, or delay in the ability to continue producing outputs.

Goodwill is initially measured at cost (which is the excess of the aggregate of the consideration transferred and the amount of any non-controlling interest in the acquiree and any previously held equity interest in the net identifiable assets acquired and the liabilities assumed). If the fair value of the net assets acquired exceeds the aggregate of the consideration transferred, the Group reassesses whether it has correctly identified all of the assets acquired and all of the liabilities assumed and reviews the procedures used to measure the amounts to be transferred. If the reassessment still results in an excess of the fair value of the net assets acquired over the aggregate consideration transferred, the difference is recognized as income directly in the consolidated statement of comprehensive income.

After initial recognition, goodwill is measured at cost less any accumulated impairment loss. For impairment testing, goodwill acquired in a business combination is allocated, from the acquisition date, to each cash-generating unit of the Group expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are allocated to these units.

2.7 Intangible assets

Intangible assets are initially measured at acquisition cost less accumulated amortization and any impairment loss.

Goodwill is not amortized as it is considered to have an indefinite useful life. Instead, it is tested for impairment at least annually as well as intangible assets with indefinite useful lives. Likewise, the net carrying amount of intangible assets having finite useful life is tested for impairment when there is evidence or changes of not recovering the carrying amount, similar to the criteria established for property, plant and equipment.

Research expenses are charged to expenses when incurred, while development costs related to an individual project are capitalized when the Group can demonstrate the technical feasibility and profitability, the availability of financing resources, and incurred costs can be measured reliably. Development expenses to be capitalized, including the cost of materials, personnel expenses directly attributable and a fair proportion of overheads, are amortized using a declining method (50% the first year) over the period for which they expect to obtain profits or income from such project, which generally comprises three years.

Amounts paid to the owners of the sites where the slot machines are located on an exclusivity basis are capitalized as installation rights. They are amortized on a straight-line basis over the contract term.

Installation rights arising mainly from the business combinations of the acquisitions of the Cirsa Group by The Blackstone Group (2018), the acquisitions of the Sportium subgroup and Giga (2019) and the acquisitions of the E-Play 24 subgroup and Ganabet (2022) are amortized on a straight-line basis over their useful lives (ranging between 3.5 years and 20 years) based on the average maturity of exclusivity agreements in Spain and the term of the administrative concession for the rest of activities, with the following breakdown:

	Method	Rate
Bingos Spain	Straight-line	6-7%
Casinos Spain	Straight-line	6-7%
Casinos Costa Rica	Straight-line	6%
Casinos Peru	Straight-line	10%
Casinos Dominican Republic	Straight-line	13%
Casinos Panama	Straight-line	6%
Casinos Morocco	Straight-line	13%
Bingos Mexico	Straight-line	8%
Casinos Colombia	Straight-line	13%
Operators Spain	Straight-line	10-29%
Operators Italy	Straight-line	29%
Online customers Spain	Straight-line	11%
Ganabet brand	Straight-line	20%
E-Play 24 brand (*)	Straight-line	5%
E-Play 24 customers (*)	Straight-line	13%

These criteria arose as a result of the Purchase Price Allocation carried out by the independent expert.

Administrative concessions are amortized on a straight-line basis, according to the concession term, as well as transfer rights of leased premise.

Software is amortized on a straight-line basis over three years.

2.8 Property, plant and equipment

Property, plant and equipment are measured at acquisition cost less accumulated depreciation and any recognized impairment loss.

The Group assesses whether there is an indication that the net carrying amount of property, plant and equipment may be impaired. If any indication exists, assets or cash-generating units are recorded at their recoverable amount.

Expenses for repairs which do not prolong the useful life of the assets, as well as maintenance expenses, are taken to the income statement in the year incurred. Expenses incurred for expansion or improvements which prolong the useful life of the asset are capitalized. Future expenses for restoring and retirement are recognized, at present value, as a cost component, with a liability provision as counterpart.

Depreciation charges are calculated over the estimated useful lives of the assets. Property, plant and equipment are generally depreciated on a straight-line basis over their estimated useful life. A declining basis is used alternatively for some assets, basically slot machines, since it better follows the actual pattern of income related to these assets.

	Method	Rate
Commercial buildings (new/used) and plant	Straight-line	2-4%
Production facilities (new/used)	Straight-line	8-16%
Other facilities	Straight-line	8-12%
Production machinery	Straight-line	10%
Other production equipment	Straight-line	20%
New slot machines	Declining ^(*) /Straight line	20%
Used slot machines	Straight-line	40%
Furniture (new/used)	Straight-line	10-20%
Vehicles (new/used)	Declining/Straight line	10-32%
Tools and furniture (new/used)	Straight-line	30-60%
Data processing equipment (new/used)	Declining/Straight line	25-50%
Molds and dices	Straight-line	25%
Other PP&E items	Straight-line	16%

(*) The declining method for new slot machines corresponds to the sum-of-the-years' digits method over 5 years.

The finite useful life of slot machines is necessarily subject to exogenous factors (mainly market and competence) of difficult forecast. In the event that such equipment completes its useful life before the base period used for depreciation, the net balance of the related good at the removal date is charged as depreciation for the year, given its recurrent and typical features, as well as its corrective nature of systematic depreciation performed on related goods.

2.9 Investments in associates

Investments are accounted for under the proportional consolidation method or the equity method, that is, they are accounted initially at cost and its carrying amount is increased or decreased in order to recognize the part of the result of the invested company attributed to the Group from the acquisition date.

Part of the profit (loss) for the year of the investee is recorded in the Group consolidated statement of comprehensive income. Dividends received reduce the amount of the investment.

Changes in the investee's equity different than those generated by income of the period are directly recorded as changes in the Group's equity.

2.10 Fair value

Fair value is the price that would be received to sell an asset or paid to transfer or cancel a liability in an orderly transaction between market participants at the measurement date. Fair value shall be determined without deducting any transaction costs that may be incurred as a result of derecognition or disposal. The amount a company would receive or pay in a forced transaction, distress sale or involuntary liquidation shall not be considered as fair value.

Fair value is estimated for a certain date and, since market conditions may change over time, fair value may not be appropriate for another date. Additionally, when estimating fair value, the Group considers the conditions of the asset or liability that market participants would consider when establishing the price of the asset or liability at the measurement date.

Fair value shall generally be calculated by reference to a reliable market value. Where there is an active market for an item, fair value shall be calculated using models and valuation techniques. For example, by reference to recent arm's length transactions between knowledgeable, willing parties where available, reference to the fair value of other assets that are substantially the same, or through the use of discounted estimated future cash flow methods or models generally used to measure options.

Valuation techniques are consistent with accepted pricing methodologies used in the market. Where possible, the valuation technique used should be that proven to obtain the most realistic price estimates. They must also take into account the use of observable market data and other factors that its participants would consider when setting prices, and limit as far as possible the use of subjective considerations and non-observable or non-verifiable data.

The Group shall periodically evaluate the effectiveness of the valuation techniques used, by reference to observable prices of recent transactions involving the same asset as that being measured, or using prices based on any available and applicable observable market data or indices.

Thus, a hierarchy in the inputs used in determining fair value is deduced and a fair value hierarchy is established in order to classify estimates into three levels:

- Level 1: estimates that use unadjusted quoted prices in active markets for identical assets or liabilities that the company can access at the measurement date.
- Level 2: estimates that use quoted prices in active markets for similar instruments or other valuation methods for which the relevant inputs are based on directly or indirectly observable market data.
- Level 3: estimates in which significant inputs are not based on observable market data.

The fair values of current and non-current financial assets and liabilities do not differ significantly from their respective carrying amounts.

2.11 Financial assets

Financial assets are initially recorded at fair value. For investments not measured at fair value with changes in results, directly attributable transaction costs are added. The Group establishes the classification of financial assets at the initial recognition, and, when appropriate and allowed, the classification is assessed again at each year end.

Financial assets are classified as follows:

Financial assets at amortized cost:

This category includes the financial assets that meet the following two conditions:

- The asset is held within a business model with the objective to hold assets in order to collect contractual cash flows, and
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Financial assets at fair value through equity

They are subsequently measured at fair value without deducting any transaction costs that may be incurred upon disposal. Changes in fair value are recognized directly in equity until the investment is derecognized or determined to be impaired at which time the cumulative gain or loss previously recorded in equity is recognized in the income statement.

Impairment losses and foreign exchange gains and losses on monetary assets are recognized in the income statement rather than in equity. Interest earned is also recognized in the income statement, calculated using the effective interest method, as well as any dividends.

Financial assets at fair value through profit or loss

These assets are subsequently measured at fair value and the changes thereto are recorded directly in the income statement for the year.

2.12 Financial liabilities

At initial recognition, financial liabilities are recognized at fair value, net of transaction costs, except for financial liabilities at fair value through consolidated comprehensive income. Subsequently, borrowings are measured at amortized cost, which is the difference between cost and the recognized redemption amount, using the effective interest method.

Liabilities maturing in less than 12 months from the date of the consolidated statement of financial position are classified as current, while those with longer maturity periods are classified as non-current.

2.13 Derecognition of financial assets and liabilities

Financial assets (or, when applicable, part of a financial asset or part of a group of similar financial assets) are derecognized when:

- Rights to related cash flows have expired;
- The Group has retained the right to receive related cash flows, but has assumed the liability of fully paying them within the established terms to a third party under a transfer agreement;
- The Group has transferred the rights to receive related cash flows and (a) has substantially transferred the risks and rewards incidental to the ownership of the financial asset, or (b) has not transferred or retained the asset's risks and rewards, but has transferred the control over the asset.

Financial liabilities are derecognized when the related liability is settled, cancelled or expired. When a financial liability is replaced for other from the same borrower but with substantially different terms, or the conditions of the existing liability are substantially modified, such change or modification is recorded as a disposal of the original liability and an addition of a new liability. Difference of related carrying amounts is recognized in the consolidated statement of comprehensive income.

2.14 Inventories

Inventories are accounted for at the lower of the acquisition cost and the recoverable amount.

The recoverable amount of raw materials is the replacement cost. Nevertheless, no provision is set aside for raw materials and other consumables used in production, if the finished products in which they are to be incorporated will be sold above cost. The recoverable value of finished products corresponds to the estimated sales price less related selling expenses.

The cost value of finished products includes materials measured at the weighted average acquisition price, third-party work, labor and production overhead.

2.15 Cash and cash equivalents

This caption includes cash, current accounts, bank deposits and other financial investments maturing within less than three months from the acquisition date, provided that risks of the substantial alteration of their value are not significant.

In terms of the consolidated statement of cash flows, cash and cash equivalents include the abovementioned concepts, net of bank overdrafts, if applicable.

2.16 Impairment of assets

Non-financial assets

The Group assesses at each year end whether there is an indication that a non-current asset may be impaired. If any indication exists, and when an annual impairment test is required, the Group estimates the asset's recoverable amount. The recoverable amount is the higher of the cash-generating unit (CGU) fair value less cost to sell and value in use, and it is established for each separate asset, unless for assets that do not generate cash inflows that are largely independent of those from other assets or groups of assets. When the carrying amount of an asset exceeds its recoverable amount, the asset is considered impaired and its carrying amount is reduced to the recoverable amount. To assess value in use, expected cash flows are discounted to their present value using risk free market rates, adjusted by the risks specific to the asset. Impairment losses from continuing activities are recognized in the consolidated statement of comprehensive income.

The Group assesses at year end indicators of impairment losses previously recorded in order to verify whether they have disappeared or decreased. If there are indicators, the Group estimates a new recoverable amount. A previously recognized impairment loss is reversed only if the circumstances giving rise to it have disappeared, since the last loss for depreciation was recognized. In this regard, the asset's carrying amount increases to their recoverable amount. The reversal is limited to the carrying amount that would have been determined had no impairment loss been recognized for the asset.

The reversal is recognized in the consolidated statement of comprehensive income. Upon such reversal, the depreciation expense is adjusted in the following periods to amortize the asset's revised book value, net of its residual value, systematically over the asset's useful life.

Financial assets

The Group assesses at year end if financial assets or group of financial assets are impaired. To assess the impairment of financial assets, the following criteria are applied:

- Assets measured at amortized cost

If there is objective evidence that there is an impairment loss of loans and other receivables recorded at amortized cost, the loss is measured as the difference between the book value and the present value of estimated cash flows, discounted at the current market rate upon initial recognition. The book value is reduced by an allowance, and the loss is recorded in the consolidated statement of comprehensive income.

Impairment loss is reversed only if the circumstances giving rise to it have ceased to exist. Such reversal is limited to the carrying amount of the financial asset that would have been recognized on the reversal date had no impairment loss been recognized.

In regard with trade and other receivables, when there is objective evidence of not collecting them, an adjustment is made based on identified bad debts risk.

2.17 Provisions

Provisions are recognized when:

- the Group has a present obligation either legal, contractual or constructive as a result of past events;
- it is probable that an outflow of resources will be required to settle the obligation; and
- the amount of the obligation can be reliably measured.

When the effect of the cash temporary value is significant, the provision is estimated as the present value of the future cash flows required to settle the obligation.

The discount rate applied in the assessment of the obligation's present value only corresponds to the temporary value of money and does not include the risks related to the estimated future cash flows related to the provision. The increase of the provision derived from the aforementioned discount is recorded as a financial expense.

2.18 Interest yield loans and credits

Loans and credits are initially measured at cost value, which is the fair value of the contribution received, net of issuance costs related to the debt.

Upon initial recognition, interest yield loans and credits are recognized at amortized cost using the effective interest rate method, including any issuance cost and discount or settlement premium.

2.19 Translation of balances in foreign currency

Transactions in foreign currency are translated at the spot rate prevailing at the date of the transaction. Monetary assets and liabilities denominated in foreign currency are translated at the spot rate prevailing at the closing date. Unrealized exchange gains or losses are recognized in the consolidated statement of comprehensive income. As an exception, exchange gains or losses arising from monetary assets and liabilities that reflect investments in foreign subsidiaries are recorded in *Translation differences* in equity, with no impact on the consolidated statement of comprehensive income.

2.20 Leases

At inception of a contract, the Group assess whether the contract is, or contains, a lease, that is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

Group as lessee

The Group applies a single recognition and measurement approach for all leases, except for leases of low-value assets and short-term leases. The Group recognizes the lease liabilities representing its obligation to make lease payments and the assets representing the right to use the underlying leased asset.

i) Right-of-use assets

The Group recognizes the right-of-use assets at the commencement of the lease (that is, the date on which the underlying asset is available for use). Right-of-use assets are measured at cost, less accumulated depreciated and impairment losses, and adjusted for any remeasurement of the lease liabilities. The cost of the right-of-use asset comprises the amount of recognized lease liabilities, initial direct costs incurred and lease payments made at or before the commencement of the lease, less any lease incentives received. Right-of-use assets are depreciated on a straight-line basis over the shortest lease term and the useful lives of the assets.

If ownership of the leased asset is transferred to the Group at the end of the lease term or the cost shows the exercise of a purchase option, depreciation is calculated using the estimated useful life of the asset. Right-of-use assets are also subject to impairment. Accounting policies are described in Note 2.16.

ii) Lease liabilities

At the commencement of the lease, the Group recognizes a lease liability at the present value of the lease payments to be made over the lease term. Lease payments include fixed payments (including in-substance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be payable under residual value guarantees. Lease payments also include the exercise price of a purchase option if the Group is reasonably certain to exercise that option and payments of penalties for terminating the lease, if the lease term reflects the Group exercising an option to terminate the lease. Variable lease payments that depend on an index or a rate are recognized as expenses in the period in which the event or condition that triggers those payments occurs.

To calculate the present value of the lease payments, the Group uses its incremental borrowing rate at the commencement of the lease because the interest rate implicit in the lease cannot be readily determined. Subsequent to the commencement of the lease, the carrying amount of lease liabilities is increased to reflect interest thereon and reduced to reflect the lease payments made. Additionally, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (i.e. changes in future lease payments resulting from a change in an index or rate used to determine those payments) or a change in the assessment of an option to purchase the underlying asset.

iii) Short-term leases and leases of low-value assets

The Group applies the recognition exemption for short-term leases to its short-term leases on machinery and equipment (that is, leases that, at the commencement date, have a lease term of 12 months or less and do not contain a purchase option). It also applies the recognition exemption for leases of low-value assets to office equipment leases that are considered of low value. Lease payments associated with short-term leases or leases of low-value assets are recognized as an expense on a straight-line basis over the lease term.

2.21 Recognition of revenue from contracts with customers

The Group adopted IFRS 15 - Revenue from contracts with customers for years beginning on or after January 1, 2018, which resulted in the adaptation of some accounting policies:

Revenue from gaming activities (excluding sports betting)

Revenue from exploiting slot machines is measured at the collected amount. The percentage of the amount collected from slot machines attributable to the owner of the premises where the machine is located is included as operating expense under *Variable rent*.

Revenue from bingo cards is recognized for the total amount of sold cards, based on their face value, while recognizing the prizes granted to players as a decrease in operating revenues. The card cost is recorded in *Consumptions*, and the gaming tax rate over purchased bingo cards is included under *Gaming taxes*.

Revenue from casinos and sports betting is recorded for the net amount from the game ("win"), after deducting prizes removed by players.

Sports betting

Revenue from sports betting activities is the net gain or loss from betting activities for the period plus the gain or loss from the revaluation of open positions at year end, and is shown net of the cost of special offers or discounts to customers incurred in the year. Revenue from sports betting activities is initially measured at fair value of the consideration received or receivable from customers. It is subsequently measured at fair value through profit or loss in the revenue heading as it is one of the main activities of the Group. Special offers to customers, including free bets, and discounts are deducted from the revenue from sports betting.

Revenue from sales of finished products

Revenue from the sale of finished products is measured when risks and significant benefits incidental to the ownership of the assets have been transferred to the buyer and the outcome can be estimated reliably, circumstance that generally arises with the effective goods delivery.

An account receivable is recognized when the goods are delivered, as this is the time when the consideration is unconditional as only the passage of time is required before payment of that consideration is due.

When customers have the right to return the product within a certain period of time, the entity shall refund them the purchase price. Revenue is adjusted at the expected value of returns and the cost of sales is adjusted for the value of the goods expected to be returned. In accordance with IFRS 15, a refund liability is recognized for the expected refunds to customers as an adjustment to revenue in trade and other payables. At the same time, the Group has the right to recover the product from the customer when the customer exercises their right of refund, and an asset is recognized adjusted for the cost of sales. The asset is measured by reference to the old book value of the product.

Interest income

Interest income is recorded based on the time passed, including the asset's effective yield.

2.22 Restructuring expenses

Expenses incurred in restructuring processes, mainly indemnities to personnel, are recognized when a formal and detailed plan exists to perform such process by identifying the main parameters (i.e. main locations, functions and approximate number of affected employees, estimated payments and the implementation schedule) and creating a real and valid expectation among affected employees in regard with the process.

2.23 Income tax

Deferred income tax is recognized on all temporary differences at the closing date between the tax bases of assets and liabilities and their carrying amounts in the statement of financial position.

Deferred tax liabilities are recognized for all temporary differences, except for taxable temporary differences arisen from an acquired goodwill, which amortization is not tax deductible and those arisen upon the initial recognition of an asset or liability in a transaction, other than a business combination, and that at the transaction date did not affect the accounting or the tax result.

Likewise, a deferred tax liability is recognized for all taxable temporary differences from investments in subsidiaries, associates or jointly controlled companies, except when both the following conditions are met: (a) the Group is able to manage the reversal date of the temporary difference and (b) the temporary difference will not be reversed in the future. In this regard, when the results are generated in subsidiaries in countries where there is not an agreement to avoid double taxation and the Group's policy is the repatriation of dividends, the Group records a deferred tax related to the effective amount that would be filed when profits are repatriated.

Deferred tax assets are recognized for all deductible temporary differences, tax credits related to unused tax loss carryforwards and unused deductions, to the extent that it is probable that future taxable profit will be available against which these assets may be utilized, except for deductible temporary differences arisen upon the initial recognition of an asset or liability in a transaction, other than a business combination, and that at the transaction date did not affect the accounting or the tax result.

Furthermore, only a deferred tax asset is recognized for all deductible temporary differences from investments in subsidiaries, associates or jointly controlled companies when both the following conditions met: (a) the temporary difference will be reversed in the future, and (b) it is probable that future taxable profit will be available against which these temporary differences may be utilized.

The recovery of deferred tax assets is reviewed at year end, reducing the amount in assets to the extent that it is probable that future taxable benefits will not be available and consequently these assets could not be utilized.

Deferred taxes are measured based on the tax legislation and charge rates enacted or to be enacted, at the date of consolidated statement of financial position.

Deferred tax assets and liabilities are not discounted and are classified as non-current assets or non-current liabilities, respectively.

2.24 Contingencies

When unfavorable outcome of a situation that leads to a potential loss is likely to occur (i.e. more than 50% of possibilities), the Group establishes a provision which is recorded based on the best estimate of present value of expected future disbursement. On the other hand, if expectations of favorable resolution are more likely, no provision is recorded, which is reported in the notes of existing risks, unless the possibility of a negative outcome is clearly considered remote.

2.25 Classification of current and non-current assets and liabilities

Assets and liabilities are classified in the consolidated statement of financial position as current and non-current according to their maturity date. Current assets mature within one year from the closing date, and non-current assets mature in more than such period.

3. FINANCIAL INFORMATION BY OPERATING SEGMENT

The Group's activities are organized and managed separately based on the nature of the services and products provided. Each segment represents one strategic business unit that provides different services and offers products to different markets whose operating profit or loss are examined on a regular basis by the Group's ultimate operating decision-making body in order to decide on the resources to be allocated to the segment and assess its performance.

An operating segment has been considered to be an identifiable unit of the Group responsible for supplying a unique product or service, or alternatively a set of these which are inter-related, and which is characterized by being subject to risks and yields of a different nature from those which correspond to other operating segments within the Group.

Assets, liabilities, income and expenses by segment include those directly attributable, together with those which may be reasonably attributed. Unallocated captions by the Group correspond to deferred tax assets and liabilities balances.

Transfer prices between segments are determined based on the actual costs incurred increased by a reasonable trade margin.

3.1 Operating segments

The distribution of the operating segments on which information is disclosed coincides with the information usually handled by Management. The operating segments defined by the Group are as follows:

Slots:

It owns and operates slot machines in bars, cafés, restaurants and amusement arcades in Spain and Italy. It also provides machine interconnection services in Italy.

B2B:

It designs, manufactures and distributes slot machines and gaming kits for the Spanish and international markets. The division sells directly or through distributors to other divisions of the Group, mainly slot division, and third parties

Casinos:

The Group operates with two types of casinos, traditional casinos (located in Spain, Panama, Colombia, Dominican Republic, Peru, Costa Rica and Morocco), which include table games and casino slot machines, and electronic casinos which only operate with casino slot machines.

Bingos:

Operation of bingo halls mainly in Spain and, to a lesser extent, in Italy and Mexico. These halls operate through the sale of bingo cards to customers and through slot machines and hospitality services.

Bets:

The Group's corporate purpose consists in the marketing and operation of bets at own or third-party halls, performance of related activities and manufacture of gaming material for bets. Additionally, the Group operates online bets and games in Spain and abroad.

Structure:

Segments that aggregately represent less than 10% of total external and internal revenue, less than 10% of the combined result of all segments with aggregated benefits, and less than 10% of total assets have been considered as irrelevant. Thus, no specific information thereon is provided and they have been grouped together under this generic caption.

"Structure" also includes the Group's administrative and management structure.

The table below shows information on income and results, certain information on assets and liabilities, and other information regarding business segments, including balances and transactions between segments, at December 31, 2022 and 2021.

2022

(Thousands of euros)	Slots	B2B	Casinos	Bingos	Bets	Structure	Eliminations	Total
Assets by segment								
Allocated non-current assets	1,002,765	33,258	952,004	311,602	208,220	1,413,659	(1,118,876)	2,802,632
Unallocated non-current assets	-	-	-	-	-	89,638	-	89,638
Allocated current assets	153,153	45,702	84,023	37,253	69,676	34,000	(45,709)	378,098
Total Assets	1,155,918	78,960	1,036,027	348,855	277,896	1,537,297	(1,164,585)	3,270,368
Liabilities by segment								
Allocated liabilities	(872,514)	(43,775)	(315,540)	(186,388)	(108,625)	(2,389,085)	1,092,584	(2,823,343)
Unallocated liabilities	-	-	-	-	-	(222,843)	-	(222,843)
Total Liabilities	(872,514)	(43,775)	(315,540)	(186,388)	(108,625)	(2,611,928)	1,092,584	(3,046,186)
Operating income net of variable rent								
Sales to external customers	736,000	42,623	533,380	215,684	228,541	641	(15,640)	1,741,229
Intragroup revenue	9,419	36,594	2,842	3,909	4,937	40,005	(97,706)	-
Total operating income net of variable rent	745,419	79,217	536,222	219,593	233,478	40,646	(113,346)	1,741,229
Profit/(loss)								
EBITDA (*)	203,185	10,403	245,909	70,044	41,988	(9,726)	(9,326)	552,477
Finance income	3,821	132	3,452	1,732	2,847	47,328	(57,683)	1,629
Finance costs	(37,955)	(1,468)	(8,097)	(5,145)	(1,764)	(130,381)	57,738	(127,072)
Profit/(loss) before tax	62,205	4,275	104,524	13,504	16,169	(68,775)	(22,694)	109,208
Income tax	(11,645)	(441)	(26,386)	(3,258)	(2,319)	14,370	66	(29,613)
Profit/(loss) after tax	50,560	3,834	78,138	10,247	13,849	(54,405)	(22,628)	79,595
Non-monetary expenses								
Charge to depreciation and amortization and impairment of assets	(106,418)	(4,617)	(124,997)	(50,316)	(23,845)	(1,372)	13,774	(297,791)
Change in operating provisions	(1,908)	355	(2,544)	(6)	(720)	-	-	(4,823)
Other significant expenses								
Employee benefits expense	(83,083)	(20,060)	(90,135)	(48,501)	(20,021)	(30,408)	13,411	(278,797)
Utilities and external services	(75,169)	(7,429)	(111,892)	(57,936)	(129,828)	(19,778)	60,980	(341,052)
Gaming taxes	(350,881)	(158)	(80,228)	(32,840)	(40,394)	(77)	-	(504,578)
Other segment information								
Investment in non-current assets (cash flow)	77,663	3,691	39,845	13,514	12,865	174	-	147,752
Investments in associates (balance sheet):	24,630	-	-	7,217	-	-	-	31,847
Non-controlling interests (profit and loss)	9,374	-	12,955	(131)	828	-	-	23,026

(*) EBITDA is defined for financial reporting purposes, as profit or loss before income tax, finance income or costs, profit or loss from investments in associates, profit or loss from sale/derecognition of non-current assets, change in operating provisions and depreciation and amortization charges and impairment.

2021

(Thousands of euros)	Slots	B2B	Casinos	Bingos	Bets	Structure	Eliminations	Total
Assets by segment								
Allocated non-current assets	924,738	37,394	910,240	276,359	139,936	1,425,449	(966,003)	2,748,113
Unallocated non-current assets	-	-	-	-	-	98,595	-	98,595
Allocated current assets	164,334	43,370	83,257	29,501	24,248	101,179	(30,567)	415,322
Total Assets	1,089,072	80,764	993,497	305,860	164,184	1,625,223	(996,570)	3,262,030
Liabilities by segment								
Allocated liabilities	(894,626)	(51,921)	(364,786)	(175,449)	(67,131)	(2,406,226)	1,051,291	(2,908,848)
Unallocated liabilities	-	-	-	-	-	(230,432)	-	(230,432)
Total Liabilities	(894,626)	(51,921)	(364,786)	(175,449)	(67,131)	(2,636,658)	1,051,291	(3,139,280)
Operating income net of variable rent								
Sales to external customers	523,258	29,340	322,677	133,086	125,383	719	(17,160)	1,117,303
Intragroup revenue	7,061	21,826	1,551	3,032	4,501	34,588	(72,560)	-
Total operating income net of variable rent	530,319	51,166	324,228	136,118	129,884	35,307	(89,719)	1,117,303
Profit/(loss)								
EBITDA (*)	152,883	451	135,354	33,381	23,008	(6,826)	(6,815)	331,436
Finance income	2,287	162	2,513	792	2,086	48,624	(55,389)	1,075
Finance costs	(37,158)	(1,119)	(9,752)	(5,392)	(1,794)	(150,049)	54,803	(150,461)
Profit/(loss) before tax	4,470	(7,125)	(13,994)	(24,588)	5,247	(124,205)	1,868	(158,327)
Income tax	(6,260)	1,686	1,698	5,779	(159)	6,943	2,563	12,250
Profit/(loss) after tax	(1,789)	(5,439)	(12,296)	(18,809)	5,088	(117,263)	4,431	(146,077)
Non-monetary expenses								
Charge to depreciation and amortization and impairment of assets	(108,561)	(6,426)	(130,365)	(48,456)	(18,664)	(1,563)	8,341	(305,668)
Change in operating provisions	(2,057)	(111)	(233)	-	(408)	2,287	-	(522)
Other significant expenses								
Employee benefits expense	(64,734)	(17,791)	(59,625)	(33,871)	(20,245)	(25,713)	13,147	(208,832)
Utilities and external services	(58,684)	(6,155)	(73,464)	(39,327)	(69,006)	(16,437)	50,882	(212,191)
Gaming taxes	(226,241)	(156)	(52,193)	(23,602)	(17,073)	50	-	(319,215)
Other segment information								
Investment in non-current assets (cash flow)	60,369	2,649	32,336	8,009	6,742	205	-	110,310
Investments in associates (balance sheet):	21,737	-	-	7,991	-	-	-	29,728
Non-controlling interests (profit and loss)	5,825	-	377	(413)	(992)	-	-	4,797

(*) EBITDA is defined for financial reporting purposes, as profit or loss before income tax, finance income or costs, profit or loss from investments in associates, profit or loss from sale/derecognition of non-current assets, change in operating provisions and depreciation and amortization charges and impairment.

3.2 Information on geographical segments

In the presentation of information by geographic segments, sales are based on the destination country and the assets on their location. The table below shows this information at December 31, 2022 and 2021:

2022

	Sales to external customers	Inter-segment sales	Total revenue by geographical area	Assets by geographical area	Investments in non-current assets
(Thousands of euros)					
Spain	778,704	90,216	868,920	1,266,545	92,152
Latin America and Africa	590,365	326	590,691	1,434,697	52,198
Italy	372,160	-	372,160	221,370	3,402
Eliminations and other	-	(90,542)	(90,542)	347,756	-
	1,741,229	-	1,741,229	3,270,368	147,752

2021

	Sales to external customers	Inter-segment sales	Total revenue by geographical area	Assets by geographical area	Investments in non-current assets
(Thousands of euros)					
Spain	610,527	65,338	675,865	1,243,886	69,689
Latin America and Africa	344,064	277	344,341	1,450,312	36,892
Italy	162,712	-	162,712	129,510	3,729
Eliminations and other	-	(65,615)	(65,615)	438,322	-
	1,117,303	-	1,117,303	3,262,030	110,310

4. BUSINESS COMBINATIONS AND ACQUISITIONS OF ASSOCIATES

4.1 Acquisitions in 2022

The breakdown of the amounts related to acquisition in 2022 is as follows:

Name and description of the entities and business	Acquisition date	(thousands of euros)				
		Acquisition cost	Recognized fair value of the acquisition	Installation rights	Goodwill	Deferred taxes
Santbar, S.L.	January 2022	2,269	318	1,951	-	-
Sportium Puerto Rico, LLC	January 2022	-	-	-	-	-
Automáticos Felcarras, S.L.	May 2022	137	137	-	-	-
Thousand and one nights, AB/ Casino Management, S.A.R.L.	May 2022	4,815	1,314	3,501	-	-
Sportium Dominicana, S.R.L.	May 2022	2	2	-	-	-
E-Play 24 subgroup (*)	July 2022	53,953	199	35,806	26,541	(8,593)
Operadora General de Entretenimiento, S.A. de C.V. (**)	July 2022	20,473	(2,229)	8,220	16,948	(2,466)
Gogoal, S.R.L.	December 2022	2,736	29	2,707	-	-
		84,385	(230)	52,185	43,489	(11,059)

(*) On July 27, 2022 the subgroup E-Play 24 was acquired as a result of gaining control over 60% of the company Yellow City, Limited, the parent of the subgroup comprised by E-Play 24 ITA, Limited, Reactive Games Software Solutions, Limited, E-Play 24 Retail, S.R.L., E-Play 24 Italia, S.R.L. The acquisition cost includes the amount contributed by Cirsa for the acquisition of E-Play as well as the contribution of minority shareholders in the holding company Yellow City Limited in the amount of 19,946 thousand euros.

(**) Operadora General de Entretenimiento, S.A. de C.V. is the owner of GANABET, an online sports betting and casino business in Mexico.

Assets acquired and liabilities assumed

The amounts recorded in the consolidated financial statements at the acquisition date of the assets and liabilities acquired in the business combinations for the year ended December 31, 2022, by heading, are as follows:

(Thousands of euros)	Recognized fair value of the acquisition			
	E-Play 24 subgroup (*)	Ganabet	Casino Management/TON	Other acquisitions
Intangible assets	136	33	33	43
Property, plant and equipment	301	82	331	55
Right-of-use assets	397	-	-	278
Non-current financial assets	2	4	32	-
Inventories	-	-	380	-
Receivables	28,073	2,104	1,052	25
Other current assets	829	71	-	300
Cash and cash equivalents	16,156	2,467	1,262	61
Total assets	25,894	4,761	3,090	762
Provisions	-	(875)	-	-
Bank borrowings	(398)	-	-	-
Trade payables	(10,221)	(5,754)	(968)	(11)
Other non-trade payables	(12,681)	(361)	(808)	-
Deferred tax liabilities	(2,395)	-	-	(265)
Total liabilities	(25,695)	(6,990)	(1,776)	(276)
Total net identifiable assets at fair value	199	(2,229)	1,314	486
Net intangible assets arisen from the acquisition	53,754	22,702	3,501	4,658
Consideration from the purchase	53,953	20,473	4,815	5,144

Had the acquisition taken place at the beginning of the year, consolidated operating income in 2022 would have increased by 91,896 thousand euros and consolidated profit/(loss) for the year 2022 would have decreased by 2,439 thousand euros. Additionally, since their acquisition date these companies have contributed profit to the Group amounting to 4,680 thousand euros.

Net cash flows related to acquisitions at December 31, 2022 are as follows:

(Thousands of euros)	E-Play 24 subgroup (*)	Ganabet	Casino Management/TON	Other acquisitions
Consideration paid at December 31, 2022 (*)	(35,208)	(11,775)	(4,526)	(2,271)
Cash and cash equivalents at acquisition date	16,155	2,467	1,262	61
Cash flows paid for the acquisitions at December 31, 2022	(19,053)	(9,308)	(3,264)	(2,210)

(*) The rest of the amounts of the consideration are considered deferred components of the purchase price and will be paid at the maturity dates agreed on in the contract.

4.2 Acquisitions in 2021

The breakdown of the amounts related to acquisition in 2021 is as follows:

Name and description of the entities and business	Acquisition date	(Thousands of euros)		
		Acquisition cost	Fair value of the net assets acquired	Installation rights
Bet on Red, S.A.	April 2021	11,868	1,184	10,684
Haes, S.A.	April 2021	150	(638)	788
Coin Machines, S.A.	December 2021	13,200	5,535	7,665
Piscis 28 Castilla y León, S.L.	December 2021	8,800	6,276	2,524
		34,018	12,357	21,661

Assets acquired and liabilities assumed

The amounts recorded in the consolidated financial statements at the acquisition date of the assets and liabilities acquired in the business combinations for the year ended December 31, 2021, by heading, are as follows:

(Thousands of euros)	Recognized fair value of the acquisition		
	Bet on Red	Coin Machines	Other acquisitions
Intangible assets	126	1,184	1,036
Property, plant and equipment	13	2,025	667
Right-of-use assets	-	429	2,801
Non-current financial assets	2,445	188	35
Deferred tax assets	619	22	158
Inventories	-	19	4
Receivables	18	239	215
Other current assets	19	-	57
Cash and cash equivalents	2,940	3,040	6,132
Total assets	6,180	7,146	11,105
Bank borrowings	-	(12)	(1,565)
Finance lease liabilities	-	(421)	(2,456)
Trade payables	-	(11)	(43)
Other non-trade payables	(4,996)	(1,167)	(1,403)
Total liabilities	(4,996)	(1,611)	(5,467)
Total net identifiable assets at fair value	1,184	5,535	5,368
Net intangible assets arisen from the acquisition	10,684	7,665	3,312
Consideration from the purchase	11,868	13,200	8,950

Had the acquisition taken place at the beginning of the year, consolidated operating income in 2021 would have increased by 12,790 thousand euros and consolidated profit/(loss) for the year 2021 would have decreased by 192 thousand euros. Additionally, since its acquisition date this company has contributed profit to the Group amounting to 137 thousand euros.

Net cash flows related to acquisitions at December 31, 2021 are as follows:

(Thousands of euros)	Bet on Red	Coin Machines	Other acquisitions
Consideration paid at December 31, 2021 (*)	(11,868)	(4,902)	(3,268)
Cash and cash equivalents at acquisition date	2,940	3,040	6,132
Cash flows paid for the acquisitions at December 31, 2021	(8,928)	(1,862)	2,864

(*) The rest of the amounts of the consideration are considered deferred components of the purchase price and will be paid at the maturity dates agreed on in the contract.

5. GOODWILL

The breakdown of and movements in goodwill by operating segment is as follows:

2022

(Thousands of euros)	2021	Additions	Other	2022
Slots	555,676	345	-	556,021
Casinos	486,846	-	(230)	486,616
Bingos	147,716	-	-	147,716
Bets	38,237	44,867	-	83,104
	1,228,475	45,212	(230)	1,273,457

2021

(Thousands of euros)	2020	Additions	Other	2021
Slots	555,676	-	-	555,676
Casinos	486,980	-	(134)	486,846
Bingos	147,716	-	-	147,716
Bets	38,237	-	-	38,237
	1,228,609	-	(134)	1,228,475

Goodwill arose mainly due to the acquisition in 2018 of Grupo Cirsa Gaming Corporation, S.A. and subsidiaries and significant acquisitions carried out in 2019 (Sportium subgroup and Giga).

There have been additions in goodwill in 2022, mainly as a result of the acquisition of the E-Play 24 subgroup and Ganabet in July 2022 (Note 4.1) and the adjustment to the price of Sportium for an amount of 1,378 thousand euros.

At December 31, 2022 and 2021 there have been no impairment losses on goodwill (Note 10.1).

Note 10 below shows the several items related to the potential impairment test conducted on the Group's assets.

6. OTHER INTANGIBLE ASSETS

6.1 Movements

2022

(Thousands of euros)	Balance at January 1, 2022	Additions	De-recognitions	Transfers	Currency translation differences and other changes	Balance at December 31, 2022
COST						
Development costs and patents	79,723	3,555	(2,203)	(38)	1,257	82,294
Service concession arrangements	70,685	937	(357)	23	1,400	72,688
Installation rights	1,441,217	129,109	(59,768)	178	35,834	1,546,570
Transfer rights	12,882	514	(163)	-	682	13,915
Software	47,345	6,866	(498)	2,181	784	56,678
Prepayments and other	103	3,794	-	15	(1)	3,911
	1,651,955	144,775	(62,989)	2,359	39,956	1,776,056
AMORTIZATION						
Development costs and patents	(70,226)	(4,027)	1,280	-	(635)	(73,608)
Service concession arrangements	(53,415)	(2,163)	74	-	(111)	(55,615)
Installation rights	(507,899)	(156,768)	52,216	-	(457)	(612,908)
Transfer rights	(10,084)	(590)	11	-	(406)	(11,069)
Software	(37,900)	(5,347)	488	-	(483)	(43,242)
	(679,524)	(168,895)	54,069	-	(2,092)	(796,442)
Impairment losses	(27,858)	2,157	1,315	-	(1)	(24,387)
Net carrying amount	944,573	(21,963)	(7,605)	2,359	37,863	955,227

2021

(Thousands of euros)	Balance at January 1, 2021	Additions	De-recognitions	Transfers	Currency translation differences and other changes	Balance at December 31, 2021
COST						
Development costs and patents	77,047	2,517	-	(203)	362	79,723
Service concession arrangements	68,532	955	(5)	-	1,203	70,685
Installation rights	1,471,822	74,606	(138,187)	-	32,976	1,441,217
Transfer rights	12,580	-	(86)	-	388	12,882
Software	42,951	3,739	(30)	247	438	47,345
Prepayments and other	152	42	-	-	(91)	103
	1,673,084	81,859	(138,308)	44	35,276	1,651,955
AMORTIZATION						
Development costs and patents	(64,487)	(5,483)	-	-	(256)	(70,226)
Service concession arrangements	(46,881)	(6,278)	4	-	(260)	(53,415)
Installation rights	(491,842)	(147,751)	131,929	-	(235)	(507,899)
Transfer rights	(8,972)	(925)	70	-	(257)	(10,084)
Software	(33,258)	(4,339)	26	-	(329)	(37,900)
	(645,440)	(164,775)	132,028	-	(1,337)	(679,524)
Impairment losses	(25,205)	(3,797)	1,143	-	1	(27,858)
Net carrying amount	1,002,439	(86,714)	(5,136)	44	33,940	944,573

The *Additions* column in 2022 includes the effect of business combinations (Note 4). The most relevant additions in *Installation rights* in 2022 corresponding to business combinations are E-Play 24 amounting to 35,806 thousand euros and Ganabet amounting to 8,220 thousand euros.

Most of the rest of additions in 2022 and 2021 included in *Installation rights* mainly relate to the non-refundable payment in exchange for the exclusive rights to operate the halls where the slot machines were located. The disposals in this caption for both years mainly relate to installation rights pending amortization in halls that had either closed or decided not to operate the machines for profitability reasons, and to no longer fully amortized installations rights in force.

6.2 Development costs and patents

They mainly correspond to:

- Industrial companies: Creation of new models of slot machines and technological innovation for them. The net value at December 31, 2022 and 2021 is 4,277 and 3,818 thousand euros, respectively.
- Companies engaged in lotteries and interactive products: Software development for online gaming applications. The net value at December 31, 2022 and 2021 is 2,734 thousand euros and 3,776 thousand euros, respectively.

The internal cost of developing new models of slot machines and software for on-line games by the B2B division of the Group is recorded as development costs and patents with a charge to the corresponding expenses according to their nature in the consolidated statement of comprehensive income. Said work performed by the Group for its intangible assets in 2022 and 2021 amounts to 2,831 and 2,214 thousand euros, respectively.

Research and development costs recognized as an expense in 2022 amount to 34 thousand euros (26 thousand euros at December 31, 2021) (Note 20.4).

6.3 Service concession arrangements

The most significant items in the gross balance of service concession arrangements at December 31, 2022 are as follows:

- Official contract to manage and operate slot machine halls in the Republic of Panama, mainly expiring in 2038, for an amount of 14,588 thousand euros (14,064 thousand euros at December 31, 2021). The net value of this concession at December 31, 2022 amounts to 10,906 thousand euros (11,253 thousand euros at December 31, 2021).
- Licenses of video terminals acquired by Cirsa Italia S.p.A. for an amount of 40,786 thousand euros (40,786 thousand euros at December 31, 2021). At December 31, 2022 the concession is fully amortized (net carrying amount of 97 thousand euros at December 31, 2021). These licenses have been extended until December 2024.

6.4 Installation rights

This caption includes the amounts given in exchange for the exclusive rights to operate in the halls where slot machines are located, for a net carrying amount of 122,216 thousand euros (126,388 thousand euros in 2021), and the value allocated in the business combinations carried out since 2018, for a net carrying amount of 811,446 thousand euros in 2022 and 806,930 thousand euros in 2021.

6.5 Impairment losses

There have been no impairment losses on installation rights in 2022 (2021: impairment losses of 5,123 thousand euros), which are registered as a result of the impairment tests made on the Group's assets (Note 10).

6.6 Other information

At 2022 year end, the net value of intangible assets in foreign companies amounts to 639,249 thousand euros (603,868 thousand euros at 2021 year end).

7. PROPERTY, PLANT AND EQUIPMENT

7.1 Movements

2022

(Thousands of euros)	Balance at January 1, 2022	Additions	Derecognit ions	Transfers	Currency translation differences and other changes	Balance at December 31 2022
Cost						
Land and buildings	93,677	571	(1,332)	1,343	1,595	95,853
Technical installations	143,582	4,865	(3,535)	1,123	(753)	145,282
Machinery	563,509	53,044	(61,561)	6,204	9,884	571,080
Data processing equipment	76,503	5,871	(2,570)	918	909	81,631
Transport equipment	3,582	265	(244)	51	64	3,718
Other installations, tools, furniture, and other PP&E	388,930	12,863	(3,235)	2,367	12,618	413,543
Property, plant and equipment under construction	11,983	22,444	582	(14,365)	(162)	20,482
	1,281,766	99,923	(71,895)	(2,359)	24,155	1,331,589
Depreciation						
Buildings	(47,468)	(6,071)	830	-	(1,707)	(54,416)
Technical installations	(108,000)	(10,171)	3,105	186	552	(114,328)
Machinery	(480,533)	(53,207)	49,242	312	(8,252)	(492,438)
Data processing equipment	(71,097)	(4,511)	1,106	(89)	570	(74,021)
Transport equipment	(3,064)	(219)	63	-	98	(3,122)
Other installations, tools, furniture, and other PP&E	(302,234)	(19,662)	2,617	(409)	(10,178)	(329,866)
	(1,012,396)	(93,841)	56,963	-	(18,917)	(1,068,191)
Impairment losses	(2,561)	(471)	1,175	.	(221)	(2,078)
Net carrying amount	266,809	5,611	(13,758)	(2,359)	5,016	261,320

2021

(Thousands of euros)	Balance at January 1, 2021	Additions	Derecognitions	Transfers	Currency translation differences and other changes	Balance at December 31 2021
Cost						
Land and buildings	94,448	463	(1,147)	89	(176)	93,677
Technical installations	139,721	4,701	(3,089)	969	1,280	143,582
Machinery	604,776	33,317	(84,938)	3,139	7,215	563,509
Data processing equipment	73,826	2,377	(589)	150	739	76,503
Transport equipment	3,553	379	(407)		57	3,582
Other installations, tools, furniture, and other PP&E	369,274	10,149	(2,625)	1,444	10,688	388,930
Property, plant and equipment under construction	9,123	11,355	(3,243)	(5,835)	583	11,983
	1,294,721	62,741	(96,038)	(44)	20,386	1,281,766
Depreciation						
Buildings	(41,266)	(6,220)	553	0	(535)	(47,468)
Technical installations	(96,591)	(10,869)	643	(185)	(998)	(108,000)
Machinery	(486,856)	(61,875)	75,165	194	(7,161)	(480,533)
Data processing equipment	(66,560)	(4,495)	284	(239)	(87)	(71,097)
Transport equipment	(3,143)	(283)	299	0	63	(3,064)
Other installations, tools, furniture, and other PP&E	(276,211)	(19,847)	1,816	230	(8,222)	(302,234)
	(970,627)	(103,589)	78,760	0	(16,940)	(1,012,396)
Impairment losses	(5,186)	(399)	2,986	0	38	(2,561)
Net carrying amount	318,908	(41,247)	(14,292)	(44)	3,484	266,809

The "Additions" column in 2022 mainly shows:

- The effect of the other business combinations (Note 4), which has amounted to an overall gross value of 5,104 thousand euros (5,893 thousand euros in the prior year) and accumulated depreciation of 4,442 thousand euros (3,334 thousand euros in the prior year).
- Investments in assets in Spain (34,558 thousand euros), Colombia (5,164 thousand euros), and Panama (12,718 thousand euros) mainly to renovate some already-installed halls and machines, and additions of property, plant and equipment under construction amounting to 22,445 thousand euros as a result of the renovation and expansion of casinos, mainly in Latin American countries.

Additions in 2021 also included investments in assets in Spain (33,528 thousand euros), Colombia (3,860 thousand euros), and Panama (7,945 thousand euros) mainly to renovate some already-installed halls, and additions of property, plant and equipment under construction amounting to 11,355 thousand euros as a result of the renovation and expansion of casinos, mainly in Latin American countries.

The *Disposals* column in 2022 and 2021 includes sales of several assets and other disposals, basically due to the replacement of slot machines, which in 2022 resulted in profit of 934 thousand euros (losses of 2,470 thousand euros in the prior year).

7.2 Work performed by the Group and capitalized

The cost value of the machines manufactured by group companies that after being sold to operational companies of the Cirsa Group are operated by them is recorded as property, plant and equipment with a charge to the corresponding expenses according to their nature in the consolidated statement of comprehensive income. The work performed by the Group and capitalized as property plant and equipment in 2022 and 2021 amounts to 44,778 and 27,398 thousand euros, respectively.

7.3 Assets used as guarantees

Several property, plant and equipment items, whose net value at December 31, 2022 and 2021 was 348 and 355 thousand, respectively, were used as guarantee for mortgage loan debts.

7.4 Assets subject to charges and limitations

All assets can be freely used, except for the assets used as guarantees indicated in Note 7.3 and those acquired under finance lease arrangements, whose net carrying amount is 1,459 thousand euros at December 31, 2022 (1,537 thousand euros at December 31, 2021).

7.5 Assets located outside of Spain

The net value of the assets located outside of Spain amounts to 131,650 thousand euros at December 31, 2022 (128,303 thousand euros at December 31, 2021).

7.6 Investment commitments

Firm investment commitments amount to 3,388 thousand euros at December 31, 2022 (1,117 thousand euros at December 31, 2021).

8. INVESTMENTS IN ASSOCIATES

This caption includes the following investments:

2022

(Thousands of euros)	Book value of the investment(*)	Assets	Liabilities	Operating income	Profit/(loss) for the period
AOG, S.R.L.	7,217	21,005	21,454	78,460	(1,547)
Unión de Operadores Reunidos, S.A.	23,421	23,012	4,636	22,844	4,873
Other	1,209	27,594	15,993	42,943	654
	31,847	71,611	42,083	144,247	3,980

2021

(Thousands of euros)	Book value of the investment (*)	Assets	Liabilities	Operating income	Profit/(loss) for the period
AOG, S.R.L.	7,991	20,738	19,597	19,722	(4,420)
Unión de Operadores Reunidos, S.A.	20,985	16,867	3,425	19,153	3,583
Other	752	26,520	15,363	32,492	470
	29,728	64,125	38,385	71,367	(367)

(*) Appendix I includes the ownership percentages held in each of the companies.

The associates consolidated using the equity method had no contingent liabilities or capital commitments at December 31, 2022 and 2021.

The annual variation in the 'Investments in associates' caption is as follows:

(Thousands of euros)	2022	2021
Balance at January 1	29,728	29,349
Share in profit/(loss) for the year	2,119	379
Balance at December 31	31,847	29,728

The transactions carried out during the 2022 and 2021 between the above-listed companies and the companies accounted for using the full consolidation method are not relevant.

9. FINANCIAL ASSETS

This caption consists of the following balances:

(Thousands of euros)	2022			2021		
	Non-current	Current	Total	Non-current	Current	Total
<u>Financial assets at amortized cost</u>						
Joint ventures and associates	870	1,750	2,620	697	1,833	2,530
Loans to third parties	29,518	-	29,518	23,937	-	23,937
Guarantees and deposits	11,327	15,050	26,377	10,260	10,535	20,795
Fixed income securities and deposits	-	8,166	8,166	-	4,307	4,307
Trade and other receivables	-	138,508	138,508	-	115,733	115,733
Other	10,383	1,038	11,421	7,320	786	8,106
	52,098	164,512	216,610	42,214	133,194	175,408
Impairment losses	(2,806)	(33,772)	(36,578)	(460)	(32,115)	(32,575)
	49,292	130,740	180,032	41,754	101,079	142,833

The Group considers that the fair values of these do not differ significantly from the amounts recorded.

The accumulated balance of impairment losses on non-current financial assets mainly relates to loans to third parties, whereas the amount of impairment losses on current financial assets mainly relates to trade and other receivables (32,315 and 31,103 thousand euros at December 31, 2022 and 2021, respectively). The remainder of the balance amounting to 1,457 thousand euros corresponds to impairment losses on current financial investments (1,012 thousand euros at December 31, 2021).

The book value of this caption is denominated in the following currencies:

(Thousands of euros)	2022	2021
Euro	119,678	94,729
US dollars	18,879	23,498
Colombian peso	14,393	1,839
Mexican peso	19,851	16,390
Peruvian sol	4,981	2,275
Costa Rican colon	1,410	896
Dominican peso	39	1,855
Moroccan dirham	801	1,351
	180,032	142,833

9.1 Balances with joint ventures and associates

Balances with joint ventures and associates

This caption breaks down as follows:

(Thousands of euros)	2022	2021
Participation loans	870	697
Trade transactions with associates	1,750	1,833
	2,620	2,530

(*) The amounts receivable from the joint ventures included in the table above are the remaining balances after the eliminations upon consolidation.

The annual maturity of these assets is as follows:

(Thousands of euros)	2022	2021
Within 1 year	1,750	1,833
Between 1 and 2 years	-	-
Between 2 and 3 years	870	-
Between 3 and 4 years	-	697
Between 4 and 5 years	-	-
	2,620	2,530

The average interest rate of these assets in 2022 was 0.5% (2021: 0.5%).

9.2 Loans to third parties

The breakdown of non-current loans to third parties is as follows:

(Thousands of euros)	2022	2021
Loan against shares as collateral granted for the acquisition of a 49% interest in Casino Le Mirage (Morocco) at an interest rate of 1%.	2,150	-
Non-current prepayments to suppliers	3,794	1,432
Non-current loans to employees	1,815	-
Mortgage loan in US dollars to a company that owns a hotel in Dominican Republic where a casino operated by the Group is located. It earns an annual interest of 5%.	7,179	7,371
Accounts receivable from the industrial division	1,946	2,290
Other	12,634	12,844
	29,518	23,937

The breakdown of maturity dates for non-current loans to third parties is as follows:

(Thousands of euros)	2022	2021
Between 1 and 2 years	15,769	13,950
Between 2 and 3 years	3,191	2,208
Between 3 and 4 years	2,546	1,328
Between 4 and 5 years	3,485	1,189
More than 5 years	4,527	5,262
	29,518	23,937

9.3 Trade and other receivables

This caption consists of the following balances:

(Thousands of euros)	2022	2021
Trade receivables	54,308	49,077
Impairment losses	(32,315)	(31,103)
Public administrations	29,198	24,883
Other accounts receivable	55,002	41,773
	106,193	84,630

"Receivables from Public administrations" mainly correspond to payments on account of income tax, VAT and other tax receivables.

“Other receivables” mainly relates to prepayments to owners of hospitality establishments for the portion they are entitled to of the earnings obtained from the slot machines located in their premises. These prepayments are recovered based on the earnings obtained.

The balance of “Trade and other receivables” is shown net of impairment loss. The movements in the impairment loss allowance are as follows:

(Thousands of euros)	2022	2021
Balance at January 1	32,115	37,344
Net charges for the year	4,730	2,706
Utilized	(3,617)	(8,202)
Additions of companies	544	267
Balance at December 31	33,772	32,115

The Group has established credit periods between 90 and 150 days, while the average collection period is approximately of 120 days at December 31, 2022 (120 days at December 31, 2021).

10. IMPAIRMENT TEST

Method for determining the recoverable amount of cash-generating units and key assumptions used

The Group assesses annually whether there is an indication that its non-financial assets (goodwill and other non-current assets) may be impaired.

The Group determines the recoverable amount of cash-generating units based on the value-in-use principle. Value in use is equal to the net present value of projected future cash flows derived from the operating assets of each identified unit.

Cash flow projection

Future cash flows for each cash-generating unit have been estimated using projection models that integrate the most relevant operating, financial and macroeconomic indicators in each case. The explicit projection horizon has been four years. From then on, terminal value has been estimated as permanent income calculated at a constant growth rate.

Projection for the first year considers the detailed operating plan approved for each business unit for the year 2023, adjusted, where appropriate, by the estimated impact of relevant changes on regulations, competitive environment, business model or performance of each unit. This projection is based on the consolidation of commercial activity in each region and the estimated evolution of demand curves projecting a gradual improvement in revenue.

Projections for the years 2024 through 2026 consider the detailed strategic plan approved for each business unit which take into account the best estimate of expected business performance. These projections are based on the consolidation of the commercial activity in each region.

The rate used to discount cash flows corresponds to the weighted average cost of capital, calculated for each unit. The weighted average cost of capital considers the cost of own and third-party capital, weighing them in accordance with a defined target capital structure. The cost of own capital varies, for each unit, depending on the corresponding market risk premium and the specific risk of the country in which it operates, including foreign currency risk. For practical reasons, the discount rates used are after-tax rates. Additionally, discounted cash flows include tax effects.

The growth rate used to calculate the terminal value of each unit is mainly based on the annual variance of the consumer price index considered by long-term macroeconomic projections for each country; that is, growth in real terms is not considered. For cash-generating units whose functional currency is not the euro, cash flow projections are made in the corresponding local currency and their net present value is translated into euros at the estimated exchange rate for 2023.

The usual methodology for calculating the average cost of capital mainly uses observable data from external sources.

The cost of debt has been estimated based on the weighted average cost of corporate note issues.

10.1 On goodwill

Cash-generating units

Goodwill acquired through business combinations and any other intangible assets with indefinite useful lives have been attributed to cash-generating units for impairment testing. The breakdown of cash-generating units is as follows:

- Operational segment in Spain and Italy.
- Bingo groups in Spain and Mexico.
- Casinos in Spain, Panama, Colombia, Mexico, Dominican Republic, Peru, Costa Rica and Morocco.
- Bets in Spain and other countries (Sportium, E-Play and Ganabet).

Impairment test

At December 31, 2022 it has been determined based on a calculation of the value in use using cash flow projections for the Group's operating and strategic plans for a 4-year period. Perpetual discount and growth rates applied (beyond 4-year projections) are detailed in "Key assumptions" below.

Key assumptions

Budgeted operating income - the bases for determining the value allocated to budgeted operating income is the average of the operating income obtained in the year, increased by the gradual recovery in activity in the several markets. From year five onwards projections are extrapolated using a growth rate similar to the growth rate equivalent to expected inflation.

Increase in costs - the basis for determining the value allocated to the increase in costs is the price index expected during the year for the different countries and segments, decreased by expected improvements in efficiency. The values allocated to the key assumptions are consistent with external information sources.

Discount rates - the basis for determining the discount rate applied in the cash flow projections is determined based on the specific risk of each cash-generating unit, considering the type of activity and countries in which they are located.

Growth rate - the basis for determining the growth rate used to extrapolate the flows to obtain the terminal value is the expected growth rate of inflation in each geographical area.

The discount and growth rates used for each country comprising the several CGUs are as follows:

Geographical areas	Discount rate	Growth rate
Spain	7.20%	1.90%
Italy	7.40%	2.00%
Mexico	7.50%	3.10%
Colombia	7.70%	3.00%
Panama	8.00%	2.00%
Costa Rica	10.00%	3.50%
Peru	7.30%	2.52%
Dominican Republic	10.60%	4.03%
Morocco	8.00%	2.00%

Test results

As a result of the impairment tests on goodwill carried out in 2022 and 2021, no impairment adjustments needed to be recorded.

CGU	Goodwill	Value in use:	Headroom/ (impairment)
2022			
Slots	556,021	1,818,603	1,469,832
Casinos	486,616	2,507,051	1,990,719
Bingos	147,716	690,862	518,262
Bets	83,104	607,586	550,577
2021			
Slots	555,676	1,728,606	1,172,930
Casinos	486,846	2,121,610	1,634,764
Bingos	147,716	756,919	609,203
Bets	38,237	228,128	189,891

Sensitivity analysis

The Group has done a sensitivity analysis for the aforementioned key assumptions.

The table below shows by how many percentage points discount and growth rates should increase or decrease, on an individual basis, in the several countries that comprise each of the CGUs so that the difference between the value in use and the carrying amount of their net operating assets is null:

CGU	Discount rate	Growth rate
2022		
Slots	13.50%	(19.50%)
Casinos	12.50%	(19.00%)
Bingos	9.00%	(11.50%)
Bets	16.50%	(31.00%)

Based on this analysis, the Group has concluded that the possibility of reaching these values in some of the assumptions made is not reasonable. Therefore, no reasonably possible change in the assumptions has occurred that would entail the need to record impairment losses on the assets of each cash-generating unit.

10.2 Other assets

Impairment indicators used by the Group to determine the need of an impairment test on other non-current assets, among others, are as follows:

- Significant drop of the result over the same period in the prior year, and/or over the budget.
- Legislative changes in progress or planned, which could lead to negative effects.
- Change of strategy or internal expectations regarding a particular business or country.
- Position of competitors and their launches of new products.
- Slowdown of income or difficulties in selling at expected prices.
- Change in habits and attitudes of users, and other elements specific to each division.

At December 31, 2022, based on the result of the impairment test under discounted cash flows from assets with finite useful lives, no impairment losses have been recorded thereon. At December 31, 2021, 5,123 thousand euros have been recorded (corresponding entirely to installation rights in Peru and Costa Rica), mainly due to more prudent estimates of future cash flows from the said countries.

11. INVENTORIES

The breakdown of inventories by category, net of impairment, is as follows:

(Thousands of euros)	2022	2021
Raw and auxiliary materials	10,171	8,087
Spare parts and others	8,815	6,285
Finished goods	380	2,104
Work in progress	1,390	1,914
Prepayments to suppliers	851	967
	21,608	19,357

Inventories correspond mainly to the manufacture and marketing of slot machines carried out by Group companies.

The balance of inventories is shown net of impairment loss. Movements in the impairment loss allowance are as follows:

(Thousands of euros)	2022	2021
Balance at January 1	2,845	1,634
Net charges for the year	1,196	1,620
Write-offs	(1,496)	(409)
Balance at December 31	2,545	2,845

The write-off in 2022 and 2021 corresponds to the destruction of several inventories from the industrial division.

12. CASH AND CASH EQUIVALENTS

For consolidated cash-flow statement purposes, cash and cash equivalents include the following items:

(Thousands of euros)	2022	2021
Cash	56,007	46,448
Current accounts	112,997	193,166
Deposits under 3 months	1	1
Cash in hoppers	44,374	40,586
	213,379	280,201

These assets are unrestricted and earn market interest rates.

The book value of this caption is denominated in the following currencies:

(Thousands of euros)	2022	2021
Euro	150,171	213,322
US dollars	25,396	36,822
Colombian peso	9,466	20,273
Mexican peso	7,325	1,049
Peruvian sol	1,912	1,366
Costa Rican colon	1,405	1,326
Dominican peso	3,716	4,271
Moroccan dirham	13,988	1,772
	213,379	280,201

13. EQUITY

13.1 Subscribed capital and share premium

At December 31, 2022 and 2021 the Parent Company's share capital consisted of 70,663 thousand registered shares with a face value of 1 euro each after a capital increase was carried out on July 2, 2018 with a share premium for an aggregated amount (capital increase plus share capital) of 706,603 thousand euros. In 2021 the share premium was refunded for an amount of 210 thousand euros. The Sole Shareholder of the Parent Company is LHMC Midco, S.a.r.l. and all shares bear the same obligations and voting and economic rights. The fund that holds the shares of the Cirsa Enterprises Group is ultimately controlled by The Blackstone Group.

All shares are pledged in favor of six financial institutions as a guarantee of a credit line.

13.2 Retained earnings

The balance of this caption includes reserves of the Parent Company, which are non-distributable.

Legal reserve

In accordance with the Spanish Corporate Enterprises Act, Spanish companies obtaining profit will assign 10% of profit to the legal reserve, until its balance is equivalent to at least 20% of share capital. As long as it does not exceed this limit, the legal reserve can only be used to offset losses if no other reserves are available. This reserve can also be used to increase capital by the amount exceeding 10% of the new capital after the increase.

At December 31, 2022 and 2021 the Parent Company's legal reserve has not been set aside.

Additionally, the Group Spanish subsidiaries have provided the legal reserves at the amount required by the prevailing legislation.

13.3 Non-controlling interests

The balances related to non-controlling interests are as follows:

(Thousands of euros)	Balance in statement of financial position		Share in profit/(loss)	
	2022	2021	2022	2021
Division				
Casinos	74,038	81,389	12,955	377
Slots	12,178	5,337	9,374	5,825
Bingos	10,597	11,148	(131)	(413)
Bets	18,996	(475)	828	(992)
	115,809	97,399	23,026	4,797

The inter-annual variation of balances in the consolidated statement of financial position is as follows:

(Thousands of euros)	2022	2021
Balance at January 1	97,399	104,072
Share in profit/(loss) for the year	23,026	4,798
Currency translation differences	3,074	(1,566)
Net impact due to business combinations	19,281	528
Dividends paid	(24,556)	(9,032)
Other disposals	(2,415)	(1,401)
Balance at December 31	115,809	97,399

The movements in 2022 correspond to the non-controlling interests' share in the profit/(loss) of companies, to dividends paid and to additions and disposals due to changes in scope.

14. CORPORATE NOTES

The breakdown of the issues of notes carried out by the Group are as follows:

Issue date	Initial nominal amount (M)	Currency	Maturity	Quoted price at 12.31.2022	Interest rate	Balance in statement of financial position	
						2022	2021
July 18	663	EUR	December 2023	99.587%	6.250%	159,336	557,272
May 19	390	EUR	May 2025	95.024%	4.750%	387,009	385,545
August 19	490	EUR	September 2025	96.784%	3m Euribor + 3.625%	487,775	486,351
September 21	615	EUR	March 2027	87.00%	4.500%	616,650	613,579
October 2022	425	EUR	November 2027	102.795%	10.375%	415,666	-
						2,066,436	2,042,747

At December 31, 2022 the outstanding nominal amount of the issue dated June 2018 is 160 million euros (563 million euros at December 31, 2021).

In 2022 an additional corporate note issue amounting to 415 million euros has been carried out. The

funds have been partially used for the early redemption of a portion of the 2018 issue, specifically 403 million euros.

The July 2018 issue was carried out below par at a price of 97.75% and the October 2022 issue was also carried out below par at a price of 98.105%. All other issues were made at par value.

The proceeds from the issuance of the notes are used to:

- (a) Finance acquisitions.
- (b) Cancel previously issued notes.
- (c) Pay costs, expenses and fees related to the issuance of the notes.

All notes are admitted to trading on the Euro MTF market organized and managed by the Luxembourg Stock Exchange.

Contracts subscribed in relation to the notes issued by the subsidiaries in Luxembourg regulate certain obligations and commitments by the Group, which include, among others, the supply of periodic information, the maintenance of titles of ownership in subsidiaries, the restriction on disposal of significant assets, the limitation on payment of dividends, the limitation on starting-up new businesses, and the restriction on the Group granting guarantees and endorsements to third parties. At December 31, 2022 the Parent Company's Directors consider that all contractual obligations have been met.

The following companies act as guarantors of operations in the note issue allocations:

Cirsa Enterprises, S.L.(*)	Cirsa Finance International, S.à.r.l.(**)
Cirsa Gaming Corporation, S.A	Casino Nueva Andalucía Marbella, S.A.U.
Cirsa International Business Corporation, S.L.U.	Juegomatic, S.A.U.
Uniplay, S.A.U.	Promociones e Inversiones de Guerrero, S.A.P.I. de C.V.
Cirsa Interactive Corporation, S.L.U.	Integración Inmobiliaria World de México, S.A. de C.V.
Universal de Desarrollos Electrónicos, S.A.U.	Gaming & Services de Panama S.A.
Genper, S.A.U.	Sportium Apuestas Digital, S.A.U.
Comercial de Desarrollos Electrónicos, S.A.U.	Barna Center, S.A.U.
Global Game Machine Corporation, S.A.U.	Eleva Electrónicos Valencia, S.A.U.

(*) Parent guarantor of the notes.

(**) Issuer of the notes

Additionally, all the companies in the table above are guarantors of the revolving credit facility (Note 15) amounting to 275 million euros, with Cirsa Enterprises, S.L. as the borrower.

Accrued interest payable at December 31, 2022 amounts to 15,960 thousand euros (9,184 at December 31, 2021). Interest accrued in 2022 on the corporate notes amount to 103,698 thousand euros (2021: 107,694 thousand euros).

NOTES ISSUED ON JULY 2, 2018

On July 2, 2018 Cirsa Finance International, S.à.r.l completed the issue of corporate senior notes guaranteed by Cirsa Enterprises, S.L., as the parent guarantor of the notes, for an aggregate amount of 663 million euros, which were fully issued below the issue price (97.75%), with a semi-annually payable coupon of 6.25% per annum, maturing in December 2023.

The proceeds from the issuance of the notes were used to finance: (i) the acquisition of the Cirsa Group by Cirsa Enterprises, S.L. (including the repayment of certain existing indebtedness of Cirsa and its subsidiaries), and (ii) pay costs, expenses and fees in connection with the issuance of the notes.

The Group may redeem the notes in whole or in part at any time, without being required to meet any specific conditions.

NOTES ISSUED ON May 22, 2019

On May 22, 2019 Cirsa Finance International, S.à.r.l completed the issue of corporate senior notes guaranteed by Cirsa Enterprises, S.L., as the parent guarantor of the notes, for an aggregate amount of 390 million euros, which were fully issued at par value, with a semi-annually payable coupon of 4.75% per annum, maturing in May 2025.

The proceeds from the issuance of the notes were used to finance: (i) the acquisition of the Giga subgroup and (ii) pay costs, expenses and fees in connection with the issuance of the notes.

The Group may redeem the notes in whole or in part at any time, without being required to meet any specific conditions.

NOTES ISSUED ON August 2, 2019

On August 2, 2019 Cirsa Finance International, S.à.r.l completed the issue of corporate senior notes guaranteed by Cirsa Enterprises, S.L., as the parent guarantor of the notes, for an aggregate amount of 490 million euros, which were fully issued at par value, with a floating quarterly payable coupon at a rate of three-month EURIBOR plus 362.5 basis points per annum, reset quarterly, maturing in September 2025.

The proceeds from the issuance of the notes were used: (i) to redeem in full the Existing Floating Rate Notes; (ii) to redeem a portion of the US dollar denominated notes; and (iii) to pay costs, expenses and fees related to the redemptions and issuance of new corporate notes.

The Group may redeem the notes in whole or in part at any time, without being required to meet any specific conditions.

NOTES ISSUED ON September 27, 2021

On September 27, 2021 Cirsa Finance International, S.à.r.l completed the issue of corporate senior notes guaranteed by Cirsa Enterprises, S.L., as the parent guarantor of the notes, for an aggregate amount of 615 million euros, which were fully issued at par value, with a semi-annually payable coupon of 4.5% per annum, maturing in March 2027.

The proceeds from the issuance of the notes were used: (i) to cancel the Second Revolving Credit Facility; (ii) to redeem in full the US dollar denominated notes issued; (iii) to redeem a portion of the issued corporate notes maturing in 2023; (iv) and to pay the costs, expenses and fees related to the redemptions and issuance of new corporate notes.

The Group may redeem the notes in whole or in part at any time. The main conditions for the redemption of the notes are as follows: (i) each series of the issued notes may be redeemed in whole or in part at any time on or after September 15, 2023, at the established redemption prices; (ii) at any time prior to September 15, 2023, the Group may, during each twelve month period commencing with the issue date of the corporate notes, redeem up to 10% of the aggregate principal amount of the issue at a redemption price equal to 103% of the principal amount of the said series of issued notes, plus accrued and unpaid interest and additional amounts, if any, to, but excluding, the date of redemption; and (iii) upon the occurrence of certain events constituting a change of control or upon the occurrence of certain asset sales, the Group may be required to make an offer to repurchase the issued notes.

NOTES ISSUED ON October 26, 2022

On October 26, 2022 Cirsa Finance International, S.à.r.l completed the issue of corporate senior notes guaranteed by Cirsa Enterprises, S.L., as the parent guarantor of the notes, for an aggregate amount of 425 million euros, which were fully issued below the issue price (98.105%), with a semi-annually payable coupon of 10.375% per annum, maturing in November 2027.

The proceeds from the issuance of the notes were used: (i) to redeem a portion of the outstanding amount of the notes issued on July 2, 2018 at 6.25% maturing in December 2023; (ii) to pay accrued and unpaid interest on the corporate notes maturing in December 2023; and (iii) to pay the costs, expenses and fees related to the redemptions and issuance of new corporate notes.

The Group may redeem the notes in whole or in part at any time. The main conditions for the redemption of the notes are as follows: (i) each series of the issued notes may be redeemed in whole or in part at any time on or after November 9, 2024, at the established redemption prices; (ii) prior to November 9, 2024, each series of the issued notes may be redeemed, in whole or in part, at the Group's option, at a redemption price equal to 100% of the principal amount of such series of the issued notes, plus accrued and unpaid interest and additional amounts, if any, plus the applicable "make whole" premium; (iii) prior to November 9, 2024, the issuer will also be entitled, at its option, to redeem up to 40% of the aggregate principal amount of each series of the issued notes (including additional notes of the same series) with the net cash proceeds from certain equity offerings at the established redemption price for such series; (iv) at any time prior to November 9, 2024, the Group may, during each twelve month period commencing with the issue date of the corporate notes, redeem up to 10% of the aggregate principal amount of the issue at a redemption price equal to 103% of the principal amount of the said series of issued notes, plus accrued and unpaid interest and additional amounts, if any, to, but excluding, the date of redemption; and (v) upon the occurrence of certain events constituting a change of control or upon the occurrence of certain asset sales, the Group may be required to make an offer to repurchase the issued notes.

15. BANK BORROWINGS

The breakdown of bank borrowings at December 31, 2022 and 2021 is as follows:

(Thousands of euros)	2022			2021		
	Non-current	Current	Total	Non-current	Current	Total
Loans secured by mortgage guarantee	-	19	19	-	33	33
Other loans	27,668	18,588	46,256	63,317	18,833	82,150
RCF	-	68,074	68,074	-	201,517	201,517
Finance lease arrangements	545	435	980	733	390	1,123
Credit and discount lines	-	9,280	9,280	-	6,124	6,124
	28,213	96,396	124,609	64,050	226,897	290,947

Average interest rates accrued by these borrowings are as follows:

	Percentage	
	2022	2021
Loans	3.50%	3.68%
Finance lease arrangements	6.01%	6.05%
Credit and discount lines	3.70%	2.26%

The annual maturity date of these liabilities is as follows:

(Thousands of euros)	2022	2021
Within 1 year	96,396	226,897
Between 1 and 2 years	11,872	17,955
Between 2 and 3 years	8,639	10,624
Between 3 and 4 years	5,548	28,042
Between 4 and 5 years	2,033	5,325
More than 5 years	121	2,104
	124,609	290,947

At December 31, 2022 part of these liabilities, equal to 946 thousand euros, is denominated in US dollars (1,045 thousand euros at December 31, 2021).

The most significant bank borrowings include, among others:

- The debt held by Orlando Play, S.A. amounting to 6,138 thousand euros at December 31, 2022 (7,000 thousand euros in 2021), which corresponds to an ICO loan taken out with Banco Santander, S.A. and maturing in June 2026. Additionally, Orlando Play, S.A. holds another loan with the same bank for the amount of 5,000 thousand euros at December 31, 2022 (10,000 thousand euros in 2021) maturing in November 2023.
- The debt held by Cirsagest, SpA amounting to 5,500 thousand euros at December 31, 2022 and 5,500 thousand euros in December 2021, which corresponds to a loan taken out with Solution Bank, SpA and maturing in June 2027.
- The debt held by Cirsia Italia, SpA amounting to 4,761 thousand euros at December 31, 2022 (5,000 thousand euros in 2021), which corresponds to a loan taken out with Banca Intesa San Paolo, SpA and maturing in September 2027.
- The debt held by Cirsia Gaming Corporation, S.A. amounting to 2,315 thousand euros at December 31, 2022 (3,858 thousand euros in 2021), which corresponds to a loan taken out with Institut Català de Finances and maturing in April 2024.
- The debt held by Palabingo, S.R.L. amounting to 2,000 thousand euros at December 31, 2022 (2,000 thousand euros in 2021), which corresponds to a loan taken out with Solution Bank, SpA and maturing in March 2027.

The balance of "RCF" includes a revolving credit facility with the following characteristics:

Amount:	275 million euros (200 million at December 31, 2021)
Maturity:	December 2026
Interest rate:	Euribor+3.75%
Duration of drawdowns:	Up to 6 months (renewable at the Group's request)
Guarantees:	Pledge of several associates shares
No. of credit institutions:	6.

The drawdowns from this facility are subject to the fulfilment of certain financial leverage covenants, which have been met for each of the drawdowns made up to the present date. These drawdowns can be renewed on a recurring basis at the Group's request for periods of up to six months until maturity (December 2026).

At December 31, 2022 the undrawn amount of the RCF is 207 million euros (0 million euros at December 31, 2021).

At December 31, 2022 the undrawn amount of other credit facilities and discount facilities is 15,404 and 0 thousand euros, respectively. These figures amounted to 18,666 and 0 thousand euros, respectively, at prior year end.

The book value of this caption is denominated in the following currencies:

(Thousands of euros)	2022	2021
Euros	123,663	289,902
US dollars	946	1,045
	124,609	290,947

Finally, at December 31, 2022 and 2021 the guarantees given by credit institutions and insurance companies to the Group, in connection with official concessions for gaming activities were 147,742 and 134,001 thousand euros, respectively (Note 22).

16. OTHER NON-TRADE PAYABLES

The breakdown of this caption is the following:

(Thousands of euros)	2022			2021		
	Non-current	Current	Total	Non-current	Current	Total
Public administrations	-	84,920	84,920	-	71,968	71,968
Bills payable	154	744	898	154	1,207	1,363
Sundry creditors	40,134	135,763	175,897	31,998	134,871	166,868
	40,288	221,427	261,715	32,152	208,046	240,199

The "Public administrations" caption includes:

- Gaming taxes maturing in the short term (2022: 56,304 thousand euros; 2021: 21,425 thousand euros), outstanding settlements (not due for the personal income tax, VAT, social security contributions and similar concepts).
- Deferred taxes, in certain Spanish regions, for an amount of 2,121 thousand euros in 2022 (7,088 thousand euros in 2021). The interest accrued on these payables is the legal rate of interest.

Bills payable correspond mainly to debts arising from the acquisition of companies and operations of slot machines with deferred payment, discounted at market interest rate.

The *Non-current sundry creditors* caption mainly includes:

- Asset suppliers amounting to 935 thousand euros (1,599 thousand euros at prior year end).
- Non-current payable amount related to certain investments in Panama corresponding to a payable balance related to an investment agreement amounting to 6,264 thousand euros. The debt derived from this investment will be settled through 239 equal monthly instalments of 71 thousand dollars, including interest, the first payment being in February 2018 until February 2038. At December 31, 2022 the payable portion classified as non-current amounts to 4,955 thousand euros (5,000 thousand euros at December 31, 2021).
- Several payables for common transactions amounting to 15,789 thousand euros, with an undetermined maturity (15,702 thousand euros at prior year end).
- Non-current payable amount related to the acquisition of companies in Spain and Mexico at year end amounting to 1,875 thousand euros and 8,698 thousand euros, respectively (2,627 thousand euros and 0 thousand euros, respectively, at prior year end).

The *Current sundry creditors* caption mainly includes:

- Asset suppliers amounting to 14,781 thousand euros (14,549 thousand euros at 2021 year end).
- Payables for the rendering of services amounting to 41,448 thousand euros (42,141 thousand euros at December 31, 2021).
- Current borrowings amounting to 7,833 thousand euros (18,707 thousand euros at prior year end), notably including the payable portion in 2022 for the investments in Spain and Mexico mentioned above.
- Employee benefits payable amounting to 23,603 thousand euros (20,177 thousand euros in the prior year) (Note 20.1).

The book value of this caption is denominated in the following currencies:

(Thousands of euros)	2022	2021
Euro	202,230	202,952
US dollars	27,377	21,141
Colombian peso	6,894	7,207
Mexican peso	14,574	4,582
Peruvian sol	2,333	1,603
Costa Rican colon	1,676	313
Dominican peso	1,972	1,683
Moroccan dirham	4,396	718
	261,452	240,199

Information on average payment period to suppliers, additional provision three, Disclosure Requirement, of Law 15/2020 of July 5

In accordance with the said Law, the following information is presented regarding the group companies that operate in Spain:

	2022	2021
(Days)		
Average payment period to suppliers	22.33	23.05
Ratio of transactions paid	24.06	23.69
Ratio of transactions pending payment	25.61	23.58
(Thousands of euros)		
Total payments made	738,647	669,365
Total payments outstanding	81,102	67,628
Monetary volume of invoices paid by the deadline established in late payment regulations	674,990	n/a
Percentage of payments made by the established deadline over total payments	91.38%	n/a
(Number of invoices)		
Invoices paid by the deadline established in late payment regulations	567,936	n/a
Percentage over total number of invoices	94.91%	n/a

17. NON-CURRENT PROVISIONS

The breakdown of this caption is as follows:

(Thousands of euros)	2022	2021
Provisions for employee benefits	17,391	12,831
Tax contingencies	3,774	2,449
Other	2,463	788
Balance at December 31	23,628	16,068

The amount recorded under "Provisions for employee benefits" mainly corresponds to the incentive plan for the Group's employees (6,900 thousand euros), the provision with employees in Italy "TFR" (4,912 thousand euros) and retirement bonuses (1,430 thousand euros).

The main tax and legal contingencies affecting the Group are as follows:

At December 31, 2022 the group company Gaming & Services de Panama S.A. has a provision amounting to 1,600 thousand US dollars in connection with a lawsuit filed by a competitor related to the number of halls assigned to the company through concession arrangements. In accordance with our assessment of possible impacts and analyses by our lawyers, this provision was recorded considering the best items available, as required by International Accounting Standard (IAS) 37 "Provisions, contingent liabilities and contingent assets." This estimate will be reviewed and adjusted based on how the proceedings develop.

On January 24, 2022 three communications were received informing of the start of proceedings proposing derivation of tax liability and hearing against the group company UNIPLAY, S.A. with defense allegations submitted on April 5, 2022. On May 18, 2022 the agreements on the derivation of tax liability were received amounting to 1,035,436.07 euros, 382,941.75 euros and 141,981.00 euros. On June 16, 2022 the corresponding economic and administrative claims were lodged and on December 5, 2022 the defense allegations were submitted. Additionally, on July 4, 2022 a request for suspending the execution of the aforementioned agreements was made by submitting three bank guarantees.

The variation of the balance is as follows:

(Thousands of euros)	2022	2021
Balance at January 1	16,068	15,372
Additions due to acquisition of companies	738	-
Net charges for the year	10,617	3,209
Provisions utilized	(3,467)	(2,310)
Exchange gains (losses)	(328)	(203)
Balance at December 31	23,628	16,068

18. TAXES

18.1 Tax group

In Spain, Cirsa Enterprises, S.L., together with 119 Spanish group companies, meets the requirements set by tax regulations to form a consolidated tax group, represented by the subsidiary Cirsa Gaming Corporation, S.A. There is one more consolidated tax group in Spain, which consists of 7 companies, the parent of which is the subsidiary Orlando Play, S.A.

The other Group companies file income tax returns separately in accordance with applicable tax legislation in each country.

18.2 Accrued and payable income tax

The annual tax expense that has been entirely recorded in the consolidated profit and loss account, since the Group has direct tax impacts on equity, is broken down as follows:

(Thousands of euros)	2022	2021
Current	54,120	20,764
Deferred for (increase) decrease in tax credits related to tax loss carryforwards and deductions	6,827	33
Deferred for temporary differences	(31,334)	(33,047)
	29,613	(12,250)

Income tax payable amounts at 29,279 thousand euros at December 31, 2022 (9,702 thousand euros at December 31, 2021) and mainly corresponds to the current income tax accrued in the several jurisdictions net of withholdings and payments on account for the period.

18.3 Analysis of tax expense

(Thousands of euros)	2022	2021
Profit before tax	109,208	(158,327)
Tax rate prevailing in Spain	25%	25%
Theoretical income tax expense	27,302	(39,582)
Adjustments – Effect of:		
Different tax rates prevailing in other countries	7,149	(725)
Impairment losses on assets and goodwill recognized solely for consolidation purposes	-	1,281
Utilization of tax credits and deductions for the year	695	5,901
Limitation on the deductibility of financial expenses in Spanish companies that will not be recovered	9,443	26,968
Other non-deductible expenses and other	(14,976)	(6,093)
	29,613	(12,250)

At December 31, 2021 the effect of the impairment of assets recorded for consolidated purposes is due to impairment losses on assets in Peru and Costa Rica.

At December 31, 2022 and 2021 there is a limitation on the deductibility of finance costs with a negative effect on the tax expense, which is a permanent difference in the income tax.

18.4 Deferred tax assets and liabilities

(Thousands of euros)	Changes reflected in			Additions due to business combinations (Note 4)	Balance at December 31
	Balance at January 1	Income statement	Equity		
2022					
Assets					
Tax loss carryforwards from the consolidated tax group represented by Cirsa Gaming Corporation, S.A.	50,623	(2,698)	-	-	47,925
Tax loss carryforwards from the consolidated tax group whose parent is Orlando Play, S.A.	1,297	(250)	-	-	1,047
Tax loss carryforwards from other group companies					
--- Costa Rica	336	(336)			-
--- Italy	1,387	(157)			1,230
--- Mexico	11,823	(4,002)			7,821
--- Panama	2,313	(471)			1,842
Related to deductible temporary differences (Spain):		-			
--- Impaired receivables	62	(27)	-	-	35
--- Impaired securities portfolio	14	(14)	-	-	-
--- Goodwill impaired in individual books	1,493	92	-	-	1,585
--- Intragroup margin write-off	21	(6)	-	-	15
Non-deductible amortization for accounting purposes	313	(126)	-	-	187
--- Other	18,836	(1,165)	-	-	17,671
Related to temporary differences (other countries):					
--- Costa Rica	597	(11)	-	-	586
--- Italy	764	(5)	-	-	759
--- Mexico	2,297	(17)	-	-	2,280
--- Panama	3,814	146	-	-	3,960
--- Other countries	2,605	90	-	-	2,695
	98,595	(9,047)	-	-	89,638
Liabilities					
Related to taxable temporary differences:					
--- Margin write-offs	(2,187)	(774)	-	-	(2,961)
--- Business combinations (initial statement of non-current assets at fair value)	(227,110)	21,344	-	(13,719)	(219,485)
--- Other	(1,135)	515	-	-	(620)
	(230,432)	21,085	-	(13,719)	(223,066)

(Thousands of euros)	Changes reflected in			Additions due to business combinations (Note 4)	Balance at December 31
	Balance at January 1	Income statement	Equity		
2021					
<u>Assets</u>					
Tax loss carryforwards from the consolidated tax group represented by Cirsa Gaming Corporation, S.A.	51,464	(841)	-	-	50,623
Tax loss carryforwards from the consolidated tax group whose parent is Orlando Play, S.A.	1,518	(221)	-	-	1,297
Tax loss carryforwards from other group companies					
Related to deductible temporary differences (Spain):	876	(540)			336
--- Impaired receivables	1,387	-			1,387
--- Impaired securities portfolio	9,273	2,550			11,823
--- Goodwill impaired in individual books	2,800	(487)			2,313
--- Intragroup margin write-off		-			
Non-deductible amortization for accounting purposes	305	(243)	-	-	62
--- Other	16	(2)	-	-	14
Related to temporary differences (other countries):	1,311	182	-	-	1,493
--- Italy	28	(7)	-	-	21
--- Panama	373	(60)	-	-	313
--- Colombia	19,341	(505)	-	-	18,836
--- Mexico	536	61	-	-	597
--- Costa Rica	582	182	-	-	764
--- Other countries	2,043	254	-	-	2,297
	2,397	1,417	-	-	3,814
<u>Liabilities</u>					
Related to taxable temporary differences:					
--- Difference between tax depreciation and accounting depreciation	49	(49)	-	-	-
--- Margin write-offs	2,096	(4,283)	-	-	(2,187)
--- Business combinations (initial statement of non-current assets at fair value)	(250,625)	22,716	-	799	(227,110)
--- Other	402	(1,537)	-	-	(1,135)
	(248,078)	16,847	-	799	(230,432)

The Group estimates the taxable profits which it expects to obtain within the ten-year period. It also analyzed the reversal period of taxable temporary differences, identifying those that reverse in the years in which unused tax loss carryforwards can be utilized. Based on this analysis, the Group has recorded deferred tax assets for unused tax loss carryforwards as well as unused deductions and deductible temporary differences for which it is considered probable that sufficient taxable profit will be generated in the future against which they can be utilized within the said period of time.

The breakdown of unused tax losses carryforwards at December 31, 2022 for the two tax groups represented by Cirsa Gaming Corporation, S.A. and Orlando Play, S.A. is as follows:

(Thousands of euros)		
Unused tax loss carryforwards		
Arising in	Tax group represented by Cirsa Gaming Corporation, S.A.	Tax group whose parent is Orlando Play, S.A.
2000	34	-
2001	625	-
2003	5,191	-
2004	10,523	-
2005	23,894	-
2006	500	937
2007	12,656	396
2008	3,914	372
2009	12,376	1,241
2010	12,430	-
2011	40,356	-
2012	9,514	-
2013	474	-
2014	26,774	-
2015	2,066	-
2016	277	-
2017	23	-
2018	16,316	1,764
2019	342	-
2020	50,643	2,318
2021	584	-
	229,512	7,028

Tax group represented by Cirsa Gaming Corporation, S.A.

At December 31, 2022 and 2021 said tax group recognized deferred tax assets amounting to 58,593 and 58,571 thousand euros, respectively, relating to unused tax loss carryforwards of the tax group. No deferred tax assets were recorded for the rest of unused tax loss carryforwards (which at December 31, 2022 amount to 32,121 thousand euros; 31,573 thousand euros at December 31, 2021), since their future application is uncertain within a reasonable period of time.

In addition to tax credits for tax loss carryforwards, the tax group whose parent is Cirsa Gaming Corporation, S.A. holds additional tax credits amounting to 33,558 thousand euros at December 31, 2022 (2021: 40,201 thousand euros), for unused tax deductions that were not capitalized for not meeting the terms to be utilized.

(Thousands of euros)	
Last year for utilization	Unused deductions at December 31, 2022
2022	865
2023	906
2024	1,290
2025	566
2026	419
2027	1,675
2028	717
2029	252
2030	284
2031	268
2032	228
2033	188
2034	192
2035	224
2036	141
2037	177
2038	150
2039	580
No time limit for utilization	24,436
	33,558

Tax group whose parent is Orlando Play, S.A.

In 2010 the tax group 502/10 whose parent is Orlando Play, S.A. was constituted.

At December 31, 2022 the tax group had recognized deferred tax assets amounting to 1,066 thousand euros (1,314 thousand euros at prior year end) corresponding to unused tax loss carryforwards.

Additionally, said tax group has unused deductions amounting to 715 thousand euros (714 thousand euros at prior year end) for which the corresponding deferred tax assets have not been recognized, since the requirements established by the applicable framework for financial information are not met.

18.5 Other information

Under prevailing tax regulations, tax returns may not be considered final until they have either been inspected by the tax authorities, or until the corresponding inspection period has expired.

On July 7, 2021 the Group was notified of the start of general verification and investigation proceedings regarding the corporate income tax for the years 2017 to 2019, as a subsidiary of the Tax Group, represented by Cirsa Gaming Corporation, S.A., since 2019; regarding value added tax from the fourth quarter of 2017 to the fourth quarter of 2019, in its capacity as the parent of the VAT Group 15/19 since 2019; and regarding withholdings from the fourth quarter of 2017 to the fourth quarter of 2019.

In general, the prescription periods for countries where the Group has significant presence are between four and five years after the end of the statutory period for filing tax returns. Group Management considers that no significant contingencies exist that would arise as a result of a tax review of the years open to inspection.

19. LEASES

The Group has entered into leases on several buildings and vehicles for an average term between three and ten years, with no renewal clauses.

The Group has also entered into leases on machines with contracts that can be extended annually or which expire within less than 12 months, and on other office equipment of low value.

The table below shows the book values of the right-of-use assets recognized and the movements during the period:

2022

(Thousands of euros)	Balance at January 1, 2022	Additions	Derecognitions	Currency translation differences and other changes	Balance at December 31, 2022
COST					
Buildings	350,131	39,048	(8,443)	10,382	391,118
Vehicles	13,050	3,276	(3,463)	165	13,028
	363,181	42,324	(11,906)	10,547	404,146
DEPRECIATION					
Buildings	(118,101)	(46,093)	4,578	(4,975)	(164,591)
Vehicles	(8,307)	(3,096)	3,389	(52)	(8,066)
	(126,407)	(49,189)	7,967	(5,027)	(172,657)
Impairment losses	-	-	-	-	-
Net carrying amount	236,774	(6,865)	(3,939)	5,520	231,489

2021

(Thousands of euros)	Balance at January 1, 2021	Additions	Derecognitions	Currency translation differences and other changes	Balance at December 31, 2021
COST					
Buildings	329,555	42,618	(19,254)	(2,789)	350,131
Vehicles	13,327	1,471	(2,240)	494	13,050
	342,882	44,089	(21,495)	(2,295)	363,181
DEPRECIATION					
Buildings	(80,812)	(40,548)	5,734	(2,475)	(118,101)
Vehicles	(6,480)	(3,926)	2,099	-	(8,307)
	(87,292)	(44,473)	7,833	(2,475)	(126,407)
Impairment losses	-	-	-	-	-
Net carrying amount	255,590	(384)	(13,662)	(4,770)	236,774

The book value of lease liabilities and movements during the period are as follows:

(Thousands of euros)	2022	2021
Balance at January 1	274,281	283,467
Additions	42,324	44,089
Derecognitions	(5,949)	(27,322)
Interest accrued on finance leases	14,469	14,388
Exchange gains (losses)	6,745	10,616
Payments	(63,807)	(50,957)
Balance at December 31	268,063	274,281

In turn, the annual maturity of finance lease liabilities is as follows:

(Thousands of euros)	2022	2021
Within 1 year	51,852	45,522
Between 1 and 2 years	24,696	41,520
Between 2 and 3 years	36,438	34,270
Between 3 and 4 years	32,853	28,799
Between 4 and 5 years	26,436	25,674
More than 5 years	95,788	98,496
	268,063	274,281

The amounts recognized in the income statement are as follows:

(Thousands of euros)	2022	2021
Depreciation of right-of-use assets	49,305	44,547
Interest accrued on finance leases	14,223	14,210
Expenses from low-value, short-term and variable leases	26,755	19,775
Gains/(losses) on derecognition of right-of-use assets	(220)	(346)
	90,063	78,186

The Group made lease payments amounting to 63,807 thousand euros in 2022 (50,957 thousand euros in 2021).

Interest rates are considered by country, ranging between 1.50% and 13.50% in 2022 and between 1.50% and 13.50% in 2021.

Most lease arrangements include options to extend the leases for a fixed or indefinite period of time. The lease liabilities include the options to extend the leases that the Group considers that will be exercised.

20. INCOME AND EXPENSES

20.1 Income

As for the "Total operating income net of variable rent" caption, the Group has no performance obligations pending satisfactions at December 31, 2022 and 2021. The breakdown of this caption by operating segment and geographical area is detailed in Note 3.

20.2 Cost of sales

(Thousands of euros)	2022	2021
Industrial consumables	10,963	7,112
Other consumables	23,651	13,555
Suboperators	29,711	24,962
	64,325	45,629

20.3 Employee benefits expense

(Thousands of euros)	2022	2021
Wages and salaries	215,242	163,468
Social Security	47,471	33,018
Termination benefits	6,658	5,844
Other	9,426	6,502
	278,797	208,832

Remunerations pending payment at December 31, 2022 and 2021 (23,603 and 20,177 thousand euros, respectively) are included in *Other non-trade payables - Sundry creditors* (Note 16).

Breakdown of average number of employees by professional category and gender:

	2022			Average number of employees with a disability > 33% over total headcount in the year
	Men	Women	Total	
Executives	543	259	802	7
Technicians, production operators and sales personnel	5,349	5,450	10,799	93
Administrative staff	1,172	947	2,119	23
	7,064	6,656	13,720	125

	2021			Average number of employees with a disability > 33% over total headcount in the year
	Men	Women	Total	
Executives	524	247	771	7
Technicians, production operators and sales personnel	4,884	5,075	9,959	84
Administrative staff	1,050	854	1,904	26
	6,458	6,176	12,634	117

The headcount at December 31, 2022 and 2021 by category and gender does not significantly differ from the figures disclosed above for the average headcount during the years.

20.4 Utilities and external services

(Thousands of euros)	2022	2021
Professional services	95,209	37,833
Publicity, advertising, and public relations	56,158	37,145
Utilities	40,215	25,972
Leases and royalties	34,331	24,756
Other services	29,864	23,871
Repairs and maintenance	22,483	15,964
Postal services, communications and telephone	13,400	13,450
Bank services et al.	14,531	8,400
Security services	9,791	7,269
Cleaning services	9,424	6,587
Insurance premiums	7,729	6,403
Travel expenses	6,197	3,509
Transportation	1,686	1,006
Development costs and patents (Note 6.2)	34	26
	341,052	212,191

20.5 Finance income and costs

(Thousands of euros)	2022	2021
Finance costs		
Contractual expenses and interest	(127,072)	(150,461)
Notes	(103,698)	(107,694)
Other loans	(16,448)	(17,859)
RCF	(4,215)	(8,007)
Write-off expenses	(2,711)	(16,901)
Finance lease arrangements	(14,223)	(14,210)
Expenses from the discount of provisions and other liabilities	(324)	58
Finance income		
Finance income	1,629	1,075
Total finance income (costs)	(139,990)	(163,538)

Contractual expenses and interest

This caption mainly includes the expenses from interest on third-party borrowings, expenses from discount and other provisions.

20.6 Exchange gains (losses)

(Thousands of euros)	2022	2021
Gains	2,801	42,923
Losses	(560)	(61,079)
	2,241	(18,156)

Net exchange gains/(losses) from translation of financial balances in foreign currency between Group companies are recognized in *Translation differences*, as a component that increases shareholders' equity at December 31, 2022 by 4,274 thousand euros (2021: it increased shareholders' equity by 4,399 thousand euros), since they are considered as exchange gains/(losses) arising from monetary components of a net investment in a foreign business.

21. RELATED PARTIES

During the year no expenses have been accrued by other subsidiaries of LHMC Topco, S.a.r.l or by The Blackstone Group (expenses amounting to 571 thousand US dollars were accrued in 2021).

22. GUARANTEES AND SURETIES

One of the Group's main activities is the operation of slot machines and games of luck, which require guarantees established by local regulations in the countries in which the Group operates. These guarantees have been timely deposited at the corresponding entities.

The breakdown of guarantees and sureties by item at December 31, 2022 and December 31, 2021, in thousands of euros, is as follows:

(Thousands of euros)	2022	2021
Guarantees and sureties related to gaming	147,742	134,001
Other guarantees	3,030	4,491
Total guarantees and sureties	150,772	138,492

Guarantees and sureties related to gaming

The most significant guarantees and sureties related to gaming at December 31, 2022 and 2021 are as follows:

- Surety policies of the Sportium subgroup in Spain that guarantee compliance with the obligations derived from gaming licenses amounting to 44,329 thousand euros at December 31, 2022.
- Surety policies that guarantee compliance with the obligations derived from the granting by *Amministrazione Autonoma dei Monopoli dello Stato* (AAMS) of the administrative concession to Cirsa Italia, SpA for activating and running the network for the management of gaming in Italy, amounting to 34,806 thousand euros at December 31, 2022.
- Surety policies of Gaming & Services Panamá that guarantee compliance with the obligations derived from gaming licenses amounting to 7,266 thousand US dollars at December 31, 2022.
- Surety policies of Uniplay, S.L., the operating company of the Group in Spain, that guarantee compliance with the obligations derived from gaming licenses amounting to 6,514 thousand euros at December 31, 2022.

23. CONTINGENCIES

The Group has litigation proceedings, claims and other administrative procedures underway as a result of the normal course of business in the countries where it carries out its activity. However, the Group does not expect that any unprovisioned significant liabilities will arise as a result of the above proceedings (Note 17).

24. INFORMATION ON ENVIRONMENTAL ISSUES

Given the characteristics of the activities performed by the group companies, at year end it was not necessary to record any expenses and/or investments related to transactions for preventing, reducing or repairing environmental damage.

25. AUDIT FEES

Fees and expenses paid for the audit services provided by the main auditors and other firms belonging to the auditor's international network amounted to 812 thousand euros in 2022 (2021: 734 thousand euros).

In addition, fees and expenses paid for other services provided by the main auditors or other related entities amounted to 721 thousand euros in 2022 (482 thousand euros in the year ended December 31, 2021).

26. OTHER RELATED PARTIES

The breakdown of remuneration accrued by the members of the Group's Board of Directors and the Group's key employees is as follows:

(Thousands of euros)	2022	2021
Short-term employee benefits	4,343	4,438
Other long-term benefits	3,204	3,151
	7,547	7,589

The balance of advances/loans granted to related parties amounts to 1,226 thousand euros (no balance for this concept in 2021).

In compliance with article 229 of the Spanish Capital Companies Law (CCL), the directors have notified the Company that there are no situations representing a conflict of interest for the Group.

27. OBJECTIVES AND POLICIES OF FINANCIAL RISK MANAGEMENT

The Group is exposed to business risks, credit risk, interest risk, exchange risk and liquidity risk during the normal development of its activities.

The Group's main financial instruments include the issued notes, bank loans, credit facilities, financing obtained through the deferral of gaming taxes, financial leases, deferred payments for purchase of businesses, and cash and current deposits.

The Group assesses foreign currency risk from an aggregate perspective of the assets, liabilities and generation of cash flows in foreign currency and therefore prioritizes natural hedges and the offset of assets, liabilities and cash flows in foreign currency to obtain a net risk position, which is assessed and as a result of this assessment a decision is made to use hedging derivatives if deemed necessary. As a result of this evaluation, the Group has not entered into any derivatives (exchange rate hedges) to manage foreign exchange risk.

The Group does not use financial derivatives to cover fluctuations in interest rates, either.

In general, the Group obtains funding from third parties for the following purposes:

- Funding the operating needs of group companies.
- Funding the investments set out in the Group's business plan.

As for the Group's leverage policy, the general principle is not to assume debt exceeding certain multiples of its EBITDA and its consolidated cash flow. In 2021 and part of 2022 the Group's level of indebtedness has exceeded the said multiples because of the unprecedented situation caused by the pandemic. At December 31, 2022 the Group's indebtedness falls within the parameters established in the indebtedness policy.

27.1 Business risk

The Group faces varied business risks that affect different areas. One of the main risks relates to the regulations on the private gaming industry in which the Group operates. The gaming industry is subject to strict regulations covering several aspects, such as the gaming activity itself, activity-related risk management, advertising, customer data protection, prevention of money laundering and corruption, among others. Additionally, the Group's activities are carried out through gaming licenses that need to be periodically renewed and meet different conditions.

Failure to comply with these regulations or requirements or to renew or retain gaming licenses may have a negative effect on the business of the Group. There is also the possibility that future regulations impose new restrictions that limit the ability to offer products and services to customers.

The gaming industry is also subject to tax regulations, which may change or be tightened, thus affecting business viability and public perception of the Group's activity, may have an impact on results. The entry of new competitors or modalities in the activity may affect the business, too.

The Group also faces political, macroeconomic and monetary risks in the international markets in which it operates. Market conditions and socioeconomic variables may affect consumer spending power and, therefore, business results. Changes in corporate regulations or currency depreciation may also affect the business.

Both the financial position of the markets and the Group may also affect the ability to obtain the guarantees or sureties necessary to operate the gaming licenses in different geographies. Technological evolution and customer preferences are also significant factors that may affect the Group's business. The concentration of suppliers and competitors in certain modalities or products and the ability of suppliers to develop safe and appealing gaming products for customers are other significant risks.

In general, the Group faces intense competition. This includes growing competition in the areas of sports betting and online gaming which, together with the inability to compete effectively, may bring adverse consequences for the Group's business, financial position, operating results and cash flows.

Lastly, digitization and interconnection of business and product management also pose integrity risks that the Group needs to manage proactively to avoid contingencies.

27.2 Credit risk

Most of the operations carried out by the Group are in cash. For receivable balances, whose risk mainly concentrates in gaming companies that purchase machines and several technological products from our sales division and in prepayments to owners of hospitality establishments, the Group has a credit policy in place and the exposure to default risk is managed in the ordinary course of business. Credit assessments are conducted in respect of all customers that are considered to pose significant credit risk.

The main credit volumes subject to risk assessment are in the “Financial assets” and in the “Trade and other receivables” captions (Note 9).

Cash balances in bank accounts are distributed among a large number of entities and, therefore, there is no high concentration in any financial entity. For transactions in countries in which it is not possible to reach high credit ratings because of their economic and sociopolitical circumstances, branches and subsidiaries of foreign entities that meet or are close to meet the established quality criteria are selected, as well as local entities with the best credit ratings.

Maximum exposure

The Group's exposure to credit risk, which is partially mitigated by the earnings themselves, is also attributable to trade payables from the sale of machines and technology, trade payables from prepayments to owners of hospitality establishments for the portion they are entitled to of earnings obtained from slot machines in their premises. The amounts corresponding to these items are presented in the consolidated balance sheet net of bad debt provisions for an amount of 106,193 thousand euros at December 31, 2022 (84,630 thousand euros at December 31, 2021).

Provisions for bad debts are determined based on expected credit losses over the reasonable and sustainable life of the asset, including those related to its future on an individual basis, considering the best information available, and are re-estimated at each year end on an individual basis, in accordance with the following criteria:

- The age of the debt.
- The existence of problematic situations, including bankruptcy.
- The analysis of the debtor's ability to repay the credit granted.

The Group's maximum exposure to credit risk, by type of financial instrument, at December 31, 2022 and 2021, is as follows:

(Thousands of euros)	2022	2021
Trade receivables	106,193	84,630
Cash and cash equivalents	213,379	280,201
Other financial assets	23,497	14,616
	343,069	379,447

27.3 Interest rate risk

External finance is mainly based on the issuance of corporate notes at fixed and floating interest rate. Bank borrowings (credit policies, financial lease agreements) as well as deferred payments with public administrations and other long-term non-trade payables have in some cases a floating interest rate that is reviewed annually. Previous Notes show interest rates of debt instruments.

The breakdown of liabilities that accrue interests at 2022 and 2021 year end is as follows:

(Thousands of euros)	2022		2021	
	Fixed interest rate	Floating interest rate	Fixed interest rate	Floating interest rate
Notes	1,578,661	487,775	1,556,395	486,352
Bank borrowings	30,053	94,556	60,652	230,295
Sundry creditors	2,121	23,145	7,088	27,043
Finance lease liabilities	268,063	-	274,281	-
	1,878,898	605,476	1,898,415	743,690

At December 31, 2022 financial liabilities at a fixed interest rate represented 76% of total liabilities (72% at 2021 year end). In this regard, the Group's sensitivity to fluctuations in interest rates is low: a variation of 100 basis points in floating rates would lead to a change in the financial result amounting to 6,055 thousand euros in 2022 and 7,838 thousand euros in 2021.

The breakdown of assets that accrue interests at 2022 and 2021 year end is as follows:

(Thousands of euros)	2022		2021	
	Fixed interest rate	Floating interest rate	Fixed interest rate	Floating interest rate
Loans to joint ventures and associates	2,620	-	2,530	-
Loans to third parties	13,090	16,428	9,661	14,276
Guarantees and deposits	26,377	-	20,795	-
Fixed income securities and deposits	8,166	-	4,307	-
	50,253	16,428	37,293	14,276

The Group estimates that the fair value of the assets' financial instruments does not differ significantly from the net book value.

27.4 Foreign currency risk

The Group is exposed to foreign currency risk mainly because of the businesses located outside the eurozone, which significantly affects sales and expenses, Group results and the value of certain assets and liabilities in currencies other than the euro. It is also affected to a lesser extent by granted and received loans.

As mentioned in this note, in order to mitigate risks, among others, the Group conducts policies aimed to keep balanced collection and payments in cash of assets and liabilities in foreign currency.

The following study on sensitivity shows the foreign currency risk:

- Sensitivity of the profit for the year before tax against fluctuations in the exchange rate of local currencies against the euro:

2022

Currency	Thousands of euros			
	10%	5%	(5%)	(10%)
Costa Rican colon/Euro	(253)	(133)	147	310
Moroccan dirham/Euro	(943)	(494)	546	1,153
US dollar/Euro	(2,564)	(1,343)	1,484	3,134
Colombian peso/Euro	(2,491)	(1,305)	1,442	3,045
Dominican peso/Euro	(1,414)	(740)	818	1,728
Mexican peso/Euro	(176)	(92)	102	215
Peruvian sol/Euro	249	131	(144)	(305)

2021

Currency	Thousands of euros			
	10%	5%	(5%)	(10%)
Costa Rican colon/Euro	507	266	(294)	(620)
Moroccan dirham/Euro	427	224	(247)	(522)
US dollar/Euro	(2,564)	(1,343)	1,484	3,134
Colombian peso/Euro	70	37	(41)	(86)
Dominican peso/Euro	(605)	(317)	350	739
Mexican peso/Euro	1,740	911	(1,007)	(2,126)
Peruvian sol/Euro	249	131	(144)	(305)

27.5 Liquidity risk

The exposure to unfavorable situations of debt markets can make difficult or prevent from hedging the financial needs required for the appropriate development of Group activities.

At December 31, 2022 the Group shows negative working capital amounting to 245,487 thousand euros (118,934 thousand euros negative at December 31, 2021). Nonetheless, Group Management considers that cash flow generated by the business and available credit lines will allow the Group to cover its current liabilities. Furthermore, it should be noted that the revolving credit facility for an available amount of up to 275 million euros (68 million euros drawn down at December 31, 2022), even though drawdowns are made for periods of up to 6 months, matures in December 2026 subject to the fulfillment of certain conditions.

Additionally, to manage liquidity risk, the Group applies different measures:

- Diversification of financing sources through the access to different banking and capital markets. In this regard, the Group has an additional borrowing capacity (see quantitative data in Note 15).
- Credit facilities committed for the sufficient amount and flexibility. Accordingly, the Group has cash and cash equivalents amounting to approximately 213 million euros at December 31, 2022 (280 million euros at December 31, 2021), to meet unexpected payments. Furthermore, the Group has unused cash capacity amounting to 222 million euros at December 31, 2022 (19 million euros at December 31, 2021).
- The length and repayment schedule for financing through debt is established based on the financed needs.

In this regard, the Group's liquidity police ensure to meet its payment obligations without requiring the access to funds in costly terms.

Additionally, it is noteworthy that both at Group and individual business level, the Group performs projections regularly on the generation and expected cash needs, in order to determine and monitor the Group's liquidity position.

The table below shows cash disbursements by maturity date, based on the contractual obligations of financial debts:

(Thousands of euros)	Balance at December 31, 2022	Within 1 year	Between 1 and 2 years	Between 2 and 3 years	Between 3 and 4 years	Between 4 and 5 years	More than five years	Total
Notes	2,066,436	175,018	-	873,420	-	1,017,998	-	2,066,436
Bank borrowings	124,609	96,396	11,872	8,639	5,548	2,033	121	124,609
Finance lease liabilities	268,063	51,852	24,696	36,438	32,853	26,436	95,788	268,063
Other	23,145	7,831	1,572	625	6,320	591	6,206	23,145
Deferral of taxes	2,121	2,121	-	-	-	-	-	2,121
	2,484,374	333,218	38,140	919,122	44,721	1,047,058	102,115	2,484,374

68,000 thousand euros of the bank borrowings maturing in less than one year correspond to amounts drawn from the revolving credit facility, which can be renewed and matures in December 2026.

28. CAPITAL MANAGEMENT POLICY

The main objectives of the Group's capital management are to ensure financial stability in the short and long terms, appropriate return rates, increased business value and ensure proper and adequate financing of investments and projects to be conducted in a framework of controlled expansion.

The Group's strategy in 2023 will consist in preserving the Group's cash position by implementing measures to reduce costs and investments, manage liquidity and establishing cash management action plans.

As stated in Note 14, the contracts entered into in relation to corporate notes issued include limitations on the payment of dividends. The Group does not intend to distribute dividends in the short to medium terms given that the Group policy is not to distribute dividends.

29. SUBSEQUENT EVENTS

No significant events have occurred after the reporting date, other than those already mentioned in the notes, that may condition the information included in the 2022 consolidated financial statements of Cirsa Enterprises Group.

The undersigned, whose positions are indicated under their names, hereby CERTIFY the accuracy and integrity of the Consolidated Financial Statements of Cirsà Enterprises Group for year ended December 31, 2022.

Terrassa, March 17, 2023

Mr. Joaquin Agut
Chair

Mr. Lionel Yves Assant
Vice-Chair

Mr. Miguel García
Board member

Mr. Antonio Hostench
Board member

List of subsidiaries

Company	Activity	Ownership Percentage 2022	Ownership Percentage 2021	Investment holder	Business address	City	Province/Country
Ajar, S.A.	Bingos	75,00%	75,00%	Global Bingo Corporation, S.A.	Av. Muñoz Vargas, 18	Huelva	Huelva
Alfematic, S.A.	Operacional	75,00%	50,00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Amical Trading, S.L.	Operacional	76,76%	76,76%	Global Game Machine Corporation, S.A.	C/ Pi i Margall, 201	Terrassa	Barcelona
Ancon Entertainment, INC.	Casinos	50,00%	50,00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58, PH Torre Global, piso 40	Ciudad de Panamá	Panamá
Apple Games 2000, S.L.	Operacional	49,50%	49,50%	Egartronic, S.A.	C/ Guadalquivir, 84	Valencia	Valencia
Apuestas Electrónicas, S.L.	Operacional	75,50%	75,50%	Comercial de Recreativos Salamanca, S.A.	C/ 19 y 21 , modulo 12 , nave 2 P.I. El Nevero	Badajoz	Badajoz
Atlantic Pecunia, S.A.R.L.	Casinos	100,00%	-	Les Loisirs Du Paradis, S.A.R.L.	Apartament nº13, 3ème Etage, Immeuble nº47, residence Saada hay Mohammadi	Agadir	Marruecos
Automáticos Manchegos, S.L.	Operacional	51,00%	51,00%	Interservi, S.A.	Crta. Nacional 420, km 286	Alcazar de San Juan	Ciudad Real
Automaticos Maxorata, S.A.	Operacional	55,00%	55,00%	Comercial Jupama, S.A.	c/ Suarez Naranjo, 45	Las Palmas	Gran Canaria
Automáticos Quintana, S.L.	Operacional	50,00%	50,00%	Comercial Jupama, S.A.	c/ Suarez Naranjo, 45	Las Palmas	Gran Canaria
Azibi Horta, S.A.	Bingos	100,00%	100,00%	Talzen Inversions, S.L.	Pl. Ibiza, 21	Barcelona	Barcelona
Badamatic, S.A.	Operacional	51,00%	51,00%	Radiamon, S.L.	Crta. De Castellar, 298	Terrassa	Barcelona
Bar Juegos, S.L.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Barnabing, S.A.	Bingos	100,00%	100,00%	Inversiones Zental, S.L.	C/ Calaf, 23	Igualada	Barcelona
Barna-Center, S.A.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Crta. de Castellar, 298	Terrassa	Barcelona
Bema - Euromatic, S.A.	Operacional	60,71%	60,71%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Bet On Red Digital, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11	Ceuta	Ceuta
Bicondal, S.A.	Bingos	100,00%	100,00%	Inversiones Zental, S.L.	Avenida Paralelo, 91-93	Barcelona	Barcelona
Billares Valencia, S.L.	Operacional	100,00%	100,00%	Coinland, S.A.	C/ Convento Santa Clara, 11	Valencia	Valencia
Binale, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A. y Global Bingo	General Ricardos, 176	Madrid	Madrid
Bincamex, S.A. de C.V.	Bingos	100,00%	100,00%	International Mex Business, S.L.	Cantú, 9 - 601. Colonia Nueva Anzures	México D.F.	México
Bincano, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Elcano, 30-32	Bilbao	Vizcaya
Bingo Santven, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Crta. N-340 Km. 1189	El Vendrell	Tarragona
Bingos Andaluces, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Asunción, 3	Sevilla	Sevilla
Bingos Benidorm, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Plaza Doctor Fleming, s/n	Benidorm	Alicante
Bingos de Madrid Reunidos, S.A.	Bingos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Bis Line, S.L.	Operacional	87,60%	87,60%	Giga Game System Operation, S.L.	Crta. de Castellar, 298	Terrassa	Barcelona
Calpe Leisure, S.A.	Operacional	85,00%	85,00%	Eleva, Electronicos Valencia, S.A.	c/ German Bernacer, 22 P.I. Elche	Elche	Alicante
Candan, S.A.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	C/ De L'aire, 1	Terrassa	Barcelona
Casino Cirsa Valencia, S.A.	Casinos	100,00%	100,00%	Global Casino Technology Corporation, S.A.	Avda. de las Cortes Valencianas, 59	Valencia	Valencia
Casino Management, S.A.R.L.	Casinos	75,00%	-	Thousand And One Nights, AB	Hotel Movenpick Malabata - Avenida Mohamed VI, Bahía de Tanger	Tanger	Marruecos
Casino Nueva Andalucía Marbella, S.A.	Casinos	100,00%	100,00%	Global Casino Technology Corporation, S.A.	Crta. Cádiz-Málaga Km. 180	Marbella	Málaga
Casinos del Caribe, S.R.L.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Avda. George Washinton, 367 2º Piso Hotel Jaragua	Santo Domingo de Guzmán	R. Dominicana
Cat Games, S.L.	Operacional	60,00%	60,00%	Bis Line, S.L. y Tot Patrimoni, S.L.	Crta. de Castellar, 298	Terrassa	Barcelona
Cirsa Finance International, S.A.R.L.U.	Estructura	100,00%	100,00%	Cirsa Enterprises, S.L.	Rue Eugene Rupert, 2 - 4	Luxemburgo	Luxemburgo
Cirsa Gaming Corporation, S.A.	Estructura	100,00%	100,00%	Cirsa Enterprises, S.L.	Crta. Castellar, 298 - 302	Terrassa	Barcelona
Cirsa Interactive Corporation, S.L.	B2B	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Crta. Castellar, 298	Terrassa	Barcelona
Cirsa Intenational Business Corporation, S.L.	Casinos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	C/ Fermina Sevillano, 5 -7	Madrid	Madrid
Cirsa Italia Holding, S.P.A.	Operacional	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Via Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milan)	Italia
Cirsa Italia, S.P.A.	Operacional	100,00%	100,00%	Cirsa Italia Holding, S.P.A.	Via Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milan)	Italia
Cirsa Retail, S.R.L.	Bingos	100,00%	100,00%	Cirsa Italia Holding, S.P.A.	Via Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milan)	Italia
Cirsa Servicios Corporativos, S.L.	Estructura	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Crta. de Castellar, 298	Terrassa	Barcelona
Cirsa Slot Corporation, S.A.	Operacional	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Crta. de Castellar, 298	Terrassa	Barcelona
Cirsa Tecnologías de la Información, S.L.	Estructura	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Crta. Castellar, 298	Terrassa	Barcelona
Cirsagest, S.P.A.	Operacional	100,00%	100,00%	Cirsa Italia Holding, S.P.A.	Via Ludovico il Moro 6/C Palazzo Ferraris	Assago	Italia
Club Privado De Fumadores Nuestro Espacio	Bingos	100,00%	100,00%	Bingos de Madrid Reunidos, S.A.	C/ Bravo Murillo, 309	Madrid	Madrid
Coin Machines, S.A.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	C/ Andalucía, 30	Palencia	Palencia
Coinland, S.A.	Operacional	100,00%	100,00%	Eleva, Electronicos Valencia, S.A.	C/ Guadalquivir, 84	Valencia	Valencia
Comdibal 2000, S. L.	B2B	100,00%	100,00%	Universal de desarrollos Electronicos, S.A.	Pl. Els Bellots, c/ del Aire, 1	Terrassa	Barcelona
Comercial de Desarrollos Electrónicos, S. A.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Pi i Margall, 201	Terrassa	Barcelona
Comercial de Recreativos Salamanca, S.A.	Operacional	75,50%	75,50%	Tecnoappel, S.L.	C/ Cuarta, 17 P.I. El Montalvo	Carbajosa de la Sagrada	Salamanca
Comercial Jupama, S.A.	Operacional	50,00%	50,00%	Cirsa Slot Corporation, S.A.	c/ Suarez Naranjo, 45	Las Palmas	Gran Canaria
Cotecnic 2000, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Digital Gaming México, S.A.P.I.de C.V.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Boulevard Luis Donaldo Colosio, SA-1	Hidalgo	México
Egartronic, S.A.	Operacional	75,50%	75,50%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
Electrónicos Radisa, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Eleva, Electronicos Valencia, S.A.	Operacional	100,00%	100,00%	Giga Game System Operation, S.L.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
E-Play 24 Ita Limited	Apuestas	60,00%	-	Yellow City Limited	Tigne Place, Block 12 FI 1/5 Tigne Street	Malta	Malta

List of subsidiaries

Company	Activity	Ownership Percentage 2022	Ownership Percentage 2021	Investment holder	Business address	City	Province/Country
E-Play 24 Italia, S.R.L.	Apuestas	60,00%	-	E-Play 24 Retail, S.R.L.	Via Bernardino Verro 89/G	Italia	Italia
E-Play 24 Retail, S.R.L.	Apuestas	60,00%	-	E-Play 24 Ita Limited	Via Croce Rossa, 25	Italia	Italia
Flamingo Euromatic-100, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A. Promociones e Inversiones de Guerrero, S.A.P.I. De C.V.	P.I. La Juaida, C/Sierra Telar, 40 Guillermo González Camarena 600, Piso 7, Santa Fe	Viator	Almería
Fomento Advenio 1, S.A. DE C.V.	Bingos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	México D.F.	México
Galon Business, S.L.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Calle 50, PH. Torre Global, piso 40	Terrassa	Barcelona
Gaming & Services de Panamá, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Av. Ricardo Palma, 341 Miraflores	Ciudad de Panamá	Panamá
Gaming & Services, S.A.C.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Ctra. Rellinars, 345	Lima	Perú
Garbimatic, S.L.	Operacional	75,00%	50,00%	Alfematic, S.A.	Fermina Sevillano, 5-7	Terrassa	Barcelona
Garrido Player, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Via Ludovico il Moro 6/C Palazzo Ferraris	Madrid	Madrid
Gema, S.R.L.	Bingos	100,00%	100,00%	Cirsa International Business Corporation, S.I.	Pi i Margall, 201	Assago (Milán)	Italia
Genper, S. A.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Crta. De Castellar, 298	Terrassa	Barcelona
Giga Game System Operation, S.L.	Operacional	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Crta. Castellar, 298	Terrassa	Barcelona
Global Bingo Corporation, S.A.	Bingos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Fermina Sevillano, 5-7	Terrassa	Barcelona
Global Bingo Madrid, S.A.	Bingos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Global Bingo Stars, S.A.	Bingos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Madrid	Madrid
Global Casino Technology Corporation, S.A.	Casinos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Pi i Margall, 201	Terrassa	Barcelona
Global Game Machine Corporation, S.A.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Bureau, nº 65, 2eme étage, Complexe AMAL, Immeuble 2 Aveneu Hassan II	Terrassa	Barcelona
Global Management Tangier, S.R.L.	Casinos	100,00%	-	Cirsa International Business Corporation, S.L.	Calle 90 No. 19C-32 P.4	Tanger	Marruecos
Global Real State, S.A.S.	Casinos	100,00%	100,00%	Winner Group, S.A.	Via Alcide de Gasperi, 36	Bogota	Colombia
Gogoal, S.R.L.	Apuestas	60,00%	-	E-Play 24 Ita Limited	German Bernacer, 22 P.I. Elche Parque Ind.	Palestrina	Italia
Goldenplay, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	Ctra. de Castellar, 298	Elche	Alicante
Grael, S.L.	Operacional	100,00%	100,00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Gran Casino Costa Brava, S.L.	Casinos	90,00%	90,00%	Giga Game System Operation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Gran Casino de las Palmas, S.A.	Casinos	51,00%	51,00%	Global Casino Technology Corporation, S.A.	c/ Simón Bolívar, 3	Las Palmas	Gran Canaria
Grasplai, S.A.	Bingos	100,00%	100,00%	Telma Enea, S.L.	Av. Generalitat, 6	Sta. Coloma	Barcelona
Grevalfolai, S.A.	Bingos	100,00%	100,00%	Talzen Inversions, S.L.	Avda. de la Constitució, 134	Castelldefels	Barcelona
Grupo Cirsa De Costa Rica, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Oficentro Ejecutivo La Sabana, Torre 6, Piso 3	San José	Costa Rica
Haes, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	C/ Real, 87	San Sebastián de los Reyes	Madrid
Iber Matic Games, S.L.	Operacional	75,50%	75,50%	Cirsa Slot Corporation, S.A.	C/ Jaime Ferran, 2-4	Zaragoza	Zaragoza
Illa Valles Hosteleria, S.L.	Operacional	100,00%	100,00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Integración Inmobiliaria World de Mexico, S.A. De C.V.	Bingos	100,00%	100,00%	Promociones e Inversiones de Guerrero, S.A.P.I. De C.V.	c/ Guillermo Gonzalez Camarena 600 Piso 8	México D.F.	México
International Bingo Technology, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Pi i Margall, 201	Terrassa	Barcelona
International Mex Business, S.L.	Bingos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Ctra. Castellar, 298	Terrassa	Barcelona
Interplay, S.A.	Operacional	75,50%	75,50%	Egartronic, S.A.	C/ Francia, 26 y 27	Puerto Real	Cádiz
Interservi, S.A.	Operacional	51,00%	51,00%	Cirsa Slot Corporation, S.A.	Ctra. Nacional 420, km 289	Alcázar de San Juan	Ciudad Real
Inversiones Interactivas, S.A.	Casinos	70,00%	70,00%	Orbis Development, S.A.	C/ 57 y Avenida Obarrio	Ciudad de Panamá	Panamá
Inversiones Pacanoas, S.A.	Casinos	70,00%	70,00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco	Ciudad de Panamá	Panamá
Inversiones Pañanitas, S.A.	Casinos	70,00%	70,00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco	Ciudad de Panamá	Panamá
Inversiones Vertiago, S.A.	Casinos	70,00%	70,00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco	Ciudad de Panamá	Panamá
Inversiones Zental, S.L.	Bingos	100,00%	100,00%	Giga Game System Operation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Investment & Securities Iberica, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Ctra. Castellar, 298	Terrassa	Barcelona
Juegomatic, S.A.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Av. Los Vegas, 27	Málaga	Málaga
Juegos De Azar Oliva Rodon, S.L.	Operacional	100,00%	100,00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Juegos Del Oeste, S.L.	Operacional	75,50%	75,50%	Apuestas Electrónicas, S.L.	C/ 19 y 21 , modulo 12 , nave 2 P.I. El Nevero	Badajoz	Badajoz
La Barra Ancon, S.A.	Casinos	50,00%	50,00%	Ancon Entertainment, Inc.	Calle 50 y 58, PH Torre Global, piso 40	Ciudad de Panamá	Panamá
La Barra Panama, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58, PH Torre Global, piso 40	Ciudad de Panamá	Panamá
La Selva Inversiones, S.A.C.	Casinos	-	100,00%	Gaming And Services, S.A.C.	C/ Jr. Loreto, 228	Tambopata	Perú
Les Loisirs Du Paradis, S.A.R.L.	Casinos	82,00%	82,00%	Resort Paradise AB	Hotel Atlantic Palace Secteur balneaire et touristique	Agadir	Marruecos
L&G Bussines, S.L.	Operacional	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 338	Terrassa	Barcelona
Lightmoon International 21, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Lista Azul, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S.A.	Gran Passeig de Ronda, 87	Lleida	Lleida
Macrojuegos, S.A.	Bingos	51,00%	51,00%	International Bingo Technology, S.A.	Dionisio Guardiola, 34	Albacete	Albacete
Majestic 507 Corp, S.A.	Casinos	50,00%	50,00%	Gaming & Services de Panamá, S.A.	Calle 50 y 58, PH Torre Global, piso 40	Ciudad de Panamá	Panamá
Maquilleiro, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Maqui-Ter, S.A.	Operacional	100,00%	51,00%	Eleva, Electronicos Valencia, S.A.	Miguel de Cervantes, 12	Teruel	Teruel
Marchamatic Indalo, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	C/Sierra Telar, 40	Viator	Almería
Merengue Bar Gran Casino Jaragua, GCJ, S.R.L.	Casinos	100,00%	100,00%	Casinos Del Caribe, S.R.L.	Avda. George Washinton, 367 2º Piso	Sto. Domingo de Guzmán	R. Dominicana
Miky, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona

List of subsidiaries

Company	Activity	Ownership Percentage 2022	Ownership Percentage 2021	Investment holder	Business address	City	Province/Country
Montri, S.A.	Operacional	75,50%	75,50%	Iber Matic Games, S.L.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
New Laomar, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	c/Sierra Telar, 40	Viator	Almeria
New York Game, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Nightfall Construccions, S.R.L.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Domingo	R. Dominicana
Oper Ibiza, S.L.	Operacional	51,00%	51,00%	Cirsa Slot Corporation, S.A.	C/ dels Llauradors, 45	Portmany	Baleares
Operadora de Entretenimiento Manzanillo, S.A. de C.V.	Bingos	100,00%	60,00%	Bincamex, S.A. de CV.	c/ Guillermo Gonzalez Camarena 600 Piso 8	México D.F.	México
Operadora General De Entretenimiento, S.A. DE C.V.	Apuestas	100,00%	-	Bincamex, S.A. de CV.	Pedro Moreno 1705, Pisos 3, 4 y 5, Col. Americana (Lafayette)	Guadalajara	México
Operadora Internacional de Recreativos, S.A.	Operacional	51,00%	51,00%	Cirsa Slot Corporation, S.A.	c/ Cervantes, 14 1	Gijón	Asturias
Orbis Development, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58, PH Torre Global, piso 40	Ciudad de Panamá	Panamá
Orlando Italia, S.R.I.	Operacional	51,00%	51,00%	Orlando Play, S.A.	Via Ludovico il Moro 6/C Palazzo Ferraris	Assago	Italia
Orlando Play, S.A.	Operacional	51,00%	51,00%	Global Game Machine Corporation, S.A.	Sierra Telar, 40 P.I. La Juaida	Viator	Almería
Palabingo, S.R.L.	Bingos	100,00%	100,00%	Cirsa Retail, S.R.L.	Via Ludovico il Moro 6/C Palazzo Ferraris	Assago	Italia
Piscis 28 Castilla y León, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	C/ Andalucía, 30	Palencia	Palencia
Playcat, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S.A.	Cádiz, 1	Terrassa	Barcelona
Playspace, S.L.	Apuestas	100,00%	100,00%	Cirsa Interactive Corporation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Princesa 31, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A. y Bingos de Madrid Reunidos, S.A.	Princesa, 31	Madrid	Madrid
Promociones e Inversiones de Guerrero, S.A.P.I. de C.V.	Bingos	100,00%	100,00%	Bincamex, S.A. de CV.	Guillermo Gonzalez Camarena, 600 P8 Col. Sfe	México D.F.	México
Promociones Sol Ibiza, S.A.	Operacional	51,00%	51,00%	Oper Ibiza, S.L.	C/ dels Llauradors, 45	Sant Antoni de Portmany	Baleares
Radiamon, S.L.	Operacional	51,00%	51,00%	Giga Game System Operation, S.L. y Tot Patrimoni, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Reactive Games Software Solutions Limited	Apuestas	60,00%	-	E-Play 24 Ita Limited	Tigne Place, Block 12 FI 1/5 Tigne Street	Malta	Malta
Recrea, S.L.	Operacional	80,00%	80,00%	Giga Game System Operation, S.L.	C/ C-k, P.I. Camí dels Frares	Lleida	Lleida
Recreativos Arranz, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Recreativos Galicia - Sanabria, S.L.	Operacional	100,00%	-	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Recreativos Hatuey, S.A.	Operacional	100,00%	100,00%	Bema - Euromatic, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Recreativos Manchegos, S.L.	Operacional	51,00%	51,00%	Interservi, S.A.	Ctra. Nacional 420, Km 286	Alcazar de San Juan	Ciudad Real
Recreativos Ociomar Levante, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	Ctra. De Castellar, 298	Terrassa	Barcelona
Recreativos Panaemi, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	c/ German Bernacer, 22 P.I. Elche	Murcia	Murcia
Recreativos Xativa, S.A.	Operacional	55,00%	55,00%	Eleva, Electronicos Valencia, S.A.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
Red de Interconexión de Andalucía, S.L.	B2B	100,00%	100,00%	Cirsa Interactive Corporation, S.L.	Martillo, 26	Sevilla	Sevilla
Red de salones de Aragón, S.L.	B2B	100,00%	100,00%	Cirsa Interactive Corporation, S.L.	Ctra. De Castellar, 298	Terrassa	Barcelona
Resort Paradise AB	Casinos	82,00%	82,00%	Cirsa International Business Corporation, S.L.	Box, 1432	Estocolmo	Suecia
Romgar, S.L.	Bingos	100,00%	100,00%	Telma Enea, S.L.	Cayetano del Toro, 23	Cádiz	Cádiz
S.A. Explotadora de Recreativos	Operacional	90,00%	90,00%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
Sadeju, S.L.	Bingos	65,00%	65,00%	Telma Enea, S.L.	c/ Carlota Alexandre, 106	Torremolinos	Málaga
Sala Valencia, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A. y Global Bingo Stars, S.A.	Cuenca, 20	Valencia	Valencia
Sala Versalles, S.A.	Bingos	100,00%	100,00%	Stars, S.A.	Bravo Murillo, 309	Madrid	Madrid
Sant Cugat Desarrollo de Tecnologías, S.L.	B2B	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Sena, nº 2	Sant Cugat del Valles	Barcelona
Santbar, S.I.	Operacional	100,00%	-	Cirsa Slot Corporation, S.A.	Ctra. De Castellar, 298	Terrassa	Barcelona
Saturno 5 Conexión, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
SCB Almirante Dominicana, S.R.L	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Av. A. Lincoln , 403, La Julia	Santo Domingo	R. Dominicana
SCB Anil Dominicana, S.R.L.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Domingo	R. Dominicana
SCB Grand Victoria Dominicana, SRL	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Domingo	R. Dominicana
SCB Hispaniola Dominicana, S.R.L.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Av. A. Lincoln /Correa y Cidron	Santo Domingo	R. Dominicana
SCB Malecon Dominicana, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Av. George Washington, centro comercial	Santo Domingo	R. Dominicana
Sertebi, S.A.	Bingos	100,00%	100,00%	Inversiones Zental, S.L.	Malecón	Barcelona	Barcelona
Servi D'Aro, S.A.	Bingos	100,00%	100,00%	Talzen Inversions, S.L.	Avda. Estrasburgo, 11	Castell - Platja D'Aro	Girona
Servi-Joc, S.A.	Operacional	85,00%	85,00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Sobima, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S. A.	Av. Los Vegas, 27	Málaga	Málaga
Social Games Online, S.L.	Apuestas	100,00%	100,00%	Cirsa Interactive Corporation, S.L.	Ctra. Castellar, 338	Terrassa	Barcelona
Societe Du Casino Le Mirage, S.A.	Casinos	51,00%	51,00%	Cirsa International Business Corporation, S.L.	Club Valtur STB, Parcelle nº 31	Agadir	Marruecos
Sodemar, S.L.	Bingos	100,00%	100,00%	Telma Enea, S.L.	Sacramento, 16 duplicado	Cádiz	Cádiz
Sport Tech Peru, SAC	Apuestas	100,00%	-	Cirsa International Business Corporation, S.L.	Av. Ricardo Palma Nº 341	Lima	Perú

List of subsidiaries

Company	Activity	Ownership Percentage 2022	Ownership Percentage 2021	Investment holder	Business address	City	Province/Country
Sportium Apostes Catalunya, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Sena, 2	Sant Cugat Del Valles	Barcelona
Sportium Apuestas Andalucía, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Av. Los Vegas, 27	Málaga	Málaga
Sportium Apuestas Aragón, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Jaime Ferrán, 5	Zaragoza	Zaragoza
Sportium Apuestas Asturias, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ B, Parcela 45B pol. Ind Asipo	Cayes - Llanera	Asturias
Sportium Apuestas Baleares, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Gremi des Sabaters, 21	Palma de Mallorca	Mallorca
Sportium Apuestas Canarias, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Garcia Morato, 1	Telde	Gran Canaria
Sportium Apuestas Castilla La Mancha, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Santa María Magdalena, 10 -12	Madrid	Madrid
Sportium Apuestas Ceuta, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11	Ceuta	Ceuta
Sportium Apuestas Colombia, S.A.S.	Apuestas	50,01%	50,01%	Winner Group, S.A.	Carrera 12 N° 93 - 78 Oficina 501	Bogotá	Colombia
Sportium Apuestas Deportivas, S.A.	Apuestas	100,00%	100,00%	Cirsa Slot Corporation, S.A.	C/Santa Mª Magdalena, 10-12	Madrid	Madrid
Sportium Apuestas Digital, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11	Ceuta	Ceuta
Sportium Apuestas Galicia, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Don Pedro, s/n	El Grove - Isla de la Toja	Pontevedra
Sportium Apuestas Levante, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
Sportium Apuestas Melilla, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Avda. Candido Lobera, 5 Atico 3	Melilla	Melilla
Sportium Apuestas Navarra, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Avda. Barañain, 27 1º A	Pamplona	Navarra
Sportium Apuestas Oeste, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Nevero Doce, Parcela 21	Badajoz	Badajoz
Sportium Apuestas Panama, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Calle 50 y 58, PH Torre Global, piso 40	Ciudad de Panamá	Panamá
Sportium Dominicana, SRL	Apuestas	100,00%	-	Cirsa International Business Corporation, S.L.	Avda. George Washington, 367 2º Piso Hotel Jaragua	Santo Domingo	R. Dominicana
Sportium Global Investments, SGI, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Oficentro Ejecutivo La Sabana, Torre 6, Piso 3	San José	Costa Rica
Sportium Portugal, SA	Apuestas	100,00%	-	Cirsa International Business Corporation, S.L.	Av. Infante Dom Henrique, 26	Lisboa	Portugal
Sportium Puerto Rico, LLC	Apuestas	55,00%	-	Cirsa International Business Corporation, S.L.	709 Calle Europa	San Juan	Puerto Rico
Sportium Servicios de Gestión, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Sena, 2	Sant Cugat del Valles	Barcelona
Sportium Zona Norte, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Las Balsas, 20 nave 49	Logroño	Logroño
Talluntxe, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Pseo. Miramar, s/n	Salou	Tarragona
Talzen Inversions, S.L.	Bingos	100,00%	100,00%	Inversiones Zental, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Tecnijoc, S.L.	Operacional	75,50%	75,50%	Egartronic, S.A.	Gremio de Jaboneros, 3B Pol.I. Son Castello	Palma de Mallorca	Mallorca
Tecnoappel, S.L.	Operacional	75,50%	75,50%	Cirsa Slot Corporation, S.A.	Pol Ind Campollano, calle B1	Albacete	Albacete
Tecnología y Sistemas, S.A.	Operacional	100,00%	100,00%	Eleval, Electronicos Valencia, S.A.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
Tefle, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S.A.	Tenor Fleta, 57	Zaragoza	Zaragoza
Telma Enea, S.L.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Sevilla, 10-14	Jerez de la Frontera	Cádiz
Teo Servicios Corporativos Slots, S.L.	Operacional	100,00%	100,00%	Giga Game System Operation,S.L.	C/ De L'aire, 1	Terrassa	Barcelona
Thousand And One Nights, AB	Casinos	75,00%	-	Cirsa International Business Corporation, S.L.	Engelbrektsgatan 9-11, Oficentro Ejecutivo La Sabana, Torre 6, Piso 3	Estocolmo	Suecia
Tres Rios Hotel la Carpintera, S.A.	Casinos	100,00%	100,00%	Grupo Cirsa De Costa Rica, S.A.		San José	Costa Rica
Unidesa Operations Services, S.I.	B2B	100,00%	100,00%	Universal de desarrollos Electronicos, S.A.	C/ Sena, 2	Sant Cugat del Valles	Barcelona
Unisplay, S.A.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Universal de Desarrollos Electrónicos, S. A.	B2B	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Universal de Desarrollos Electrónicos, S. A. De C.V.	B2B	100,00%	100,00%	International Mex Business, S.L.	Guillermo Gonzalez Camanera, 660 Piso 9 Of. 5	México D.F.	México
Urban Leisure, S.L.	Operacional	75,00%	75,00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Verneda 90, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S.A.	Guipuzcoa, 70	Barcelona	Barcelona
Winner Group, S.A.	Casinos	50,01%	50,01%	Investments & Securities Iberica, S.A.	Calle 90, nº 19c-32, Oficina 401	Santa Fe de Bogotá DC	Colombia
Yellow City Limited	Apuestas	60,00%	-	Cirsa International Business Corporation, S.L.	Level 4, The Penthouse, Suite 2, Europa Business Centre, Triq Dun Karm	Malta	Malta
Yumbo San Fernando, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	San Fernando, 48	Santander	Cantabria

List of associates

Company	Activity	Ownership Percentage 2022	Ownership Percentage 2021	Investment holder	Business address	City	Province/Country
AOG, S.r.l.	Bingos	50,00%	50,00%	Gema Srl. U.	Vía Langhena, 1	San Vendemiano	Italia
Automaticos Felcarras, S.L.	Operacional	50,00%	-	Felix Jimenez Morante, S.A.	Avda. de los Trabajadores, 12 P.I. La Atalaya	Torrijos	Toledo
Audiovisual Fianzas, S.G.R.	Estructura	5,68%	5,68%	Varios	c/ Luis Buñuel, 2 2ª	Madrid	Madrid
Binsavo, S. A.	Bingos	50,00%	50,00%	Global Bingo Corporation, S.A.	Ruiz Morote, 5	Ciudad Real	Ciudad Real
Casino la Toja, S.A.	Casinos	50,00%	50,00%	Global Casino Technology Corporation, S.A.	Isla de La Toja	El Grove	Pontevedra
Compañía Europea de Salones Recreativos, S.L.	B2B	20,00%	20,00%	Universal de Desarrollos Electronicos, S.A.	C/ Toledo, 137	Madrid	Madrid
Competiciones Deportivas, S.A.	Casinos	50,00%	50,00%	Gaming & Services de Panamá, S.A.	Calle 50 y 58, PH Torre Global, piso 40	Panamá	Panamá
Felix Jimenez Morante, S.A.	Operacional	50,00%	50,00%	Cirsa Slot Corporation, S.A.	Avda. de los Trabajadores, 12 P.I. La Atalaya	Torrijos	Toledo
Majestic Food Services, S.A.	Casinos	50,00%	50,00%	Gaming & Services de Panamá, S.A.	Calle 50 y 58, PH Torre Global, piso 40	Panamá	Panamá
Montecarlo Andalucía, S.L.	Bingos	50,00%	50,00%	Global Bingo Corporation, S.A.	Av. Cruz del Campo, 49	Sevilla	Sevilla
Opa Services, S.r.l.	Bingos	30,00%	30,00%	A.O.G., S.r.l.	Torricella, 11	Roma	Italia
Recreativos Oropesa, S.L.	Operacional	50,00%	50,00%	Felix Jimenez Morante, S.A.	Avda. de los Trabajadores, 12 P.I. La Atalaya	Torrijos	Toledo
Serdisga 2000, S. L.	B2B	50,00%	50,00%	Universal de Desarrollos Electronicos, S.A.	Av. Finisterre, 283	A Coruña	A Coruña
Unión de Operadores Reunidos, S.A.	Operacional	50,00%	50,00%	Cirsa Slot Corporation, S.A.	C/ Severo Ochoa, 3	A Coruña	A Coruña

Cirsa Enterprises Group

**Consolidated Financial Statements for the year ended December 31, 2021
prepared in accordance with International Financial Reporting Standards
as adopted by the European Union**

*(Translation of consolidated financial statements originally issued in Spanish. In the event of
discrepancy, the Spanish-language version prevails)*

Independent Audit Report in accordance with
International Standards on Auditing

Cirsa Enterprises Group
Consolidated Financial Statements
for the year ended
December 31, 2021

INDEPENDENT AUDIT REPORT IN ACCORDANCE WITH
INTERNATIONAL STANDARDS ON AUDITING

Translation of a report and financial statements originally issued in Spanish. In the event of
discrepancy, the Spanish-language version prevails

To the directors of Cirsa Enterprises, S.L.:

Opinion

We have audited the accompanying consolidated financial statements of Cirsa Enterprises, S.L. (the Parent) and its Subsidiaries (the Group or Cirsa Enterprises Group), which comprise the consolidated statement of financial position at December 31, 2021, the consolidated statement of comprehensive income, the consolidated statement of changes in equity and the consolidated cash flow statement for the year then ended, as well as the explanatory notes thereto, which include a summary of the significant accounting policies (together known as “the consolidated financial statements”).

In our opinion, the accompanying consolidated financial statements give a true and fair view, in all material respects, of the consolidated equity and consolidated financial position of the Group at December 31, 2021, and of its financial performance and its consolidated cash flows for the year then ended, in accordance with International Financial Reporting Standards, as adopted by the European Union (IFRS-EU).

Basis for opinion

We have conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the *Auditor’s responsibilities for the audit of the financial statements* section of our report.

We are independent of the Entity in accordance with the International Ethics Standards Board for Accountants’ Code of Ethics for Professional Accountants (IESBA Code). Furthermore, we have complied with other ethical requirements in compliance with IESBA Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other matters

As indicated in Note 1.1 to the accompanying explanatory notes, and in accordance with the exemption from issuing consolidated financial statements applicable to Cirsa Enterprises Group, as there is an ultimate group domiciled in the European Union, the Parent Company has prepared the accompanying consolidated financial statements in accordance with International Financial Reporting Standards, as adopted by the European Union (IFRS-EU) only for the purpose of including them in said ultimate consolidated financial statements. Consequently, the accompanying consolidated financial statements have not been prepared according to legal requirements and have been audited by applying the International Standards on Auditing. This report can under no circumstances be considered an audit report in the terms established by prevailing audit regulations in Spain.

Responsibilities of the parent company's directors for the consolidated financial statements

The directors of the Parent Company are responsible for the preparation of the accompanying consolidated financial statements so that they give a true and fair view of the consolidated equity, financial position and results of the Group, in accordance with IFRS-EU, and for such internal control as they determine is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, the directors of the Parent Company are responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Group or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities for the audit of the consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with International Standards on Auditing, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors of the parent company.
- Conclude on the appropriateness of the parent company's directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with the Parent Company's directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

ERNST & YOUNG, S.L.
(Signature on the original in Spanish)

Joan Tubau Roca

March 21, 2022

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- Notes to the consolidated financial statements for the year ended December 31, 2021

Appendix - Detail of subsidiaries at December 31, 2021.

Cirsa Enterprises Group
Consolidated statement of financial position at December 31, 2021

ASSETS

(Thousands of euros)	Notes	2021	2020
Non-current assets		2,846,708	2,973,835
Goodwill	5	1,228,475	1,228,609
Other intangible assets	6	944,573	1,002,439
Property, plant and equipment	7	266,809	318,908
Right-of-use assets	19	236,774	255,590
Investments accounted for using the equity method	8	29,728	29,349
Financial assets	9	41,754	40,356
Deferred tax assets	18.4	98,595	98,584
Current assets		415,322	398,540
Inventories	11	19,357	18,361
Trade and other receivables	9	86,463	79,302
Other financial assets	9	14,616	8,388
Other current assets		14,685	9,222
Cash and cash equivalents	12	280,201	283,267
Total assets		3,262,030	3,372,375

EQUITY AND LIABILITIES

(Thousands of euros)	Notes	2021	2020
Equity		122,749	259,146
Issued capital	13.1	70,663	70,663
Share premium	13.1	626,583	626,793
Retained earnings	13.2	(458,589)	(202,158)
Currency translation differences		(62,433)	(85,585)
Profit/(loss) for the year attributable to the Parent		(150,874)	(254,639)
Non-controlling interests	13.3	97,399	104,072
Non-current liabilities		2,605,025	2,516,394
Corporate bonds	14	2,033,563	1,914,639
Bank borrowings	15	64,050	64,682
Other non-trade payables	16	32,153	36,033
Provisions	17	16,068	15,372
Finance lease liabilities	19	228,759	237,590
Deferred tax liabilities	18.4	230,432	248,078
Current liabilities		534,256	596,835
Corporate bonds	14	9,184	3,090
Bank borrowings	15	226,897	289,418
Trade payables		34,905	23,261
Other non-trade payables	16	208,046	233,146
Finance lease liabilities	19	45,522	45,877
Current income tax payable	18.2	9,702	2,043
Total equity and liabilities		3,262,030	3,372,375

Cirsa Enterprises Group
Consolidated statement of comprehensive income for the year ended December 31, 2021

(Thousands of euros)	Notes	2021	2020
CONTINUING OPERATIONS			
Income from gaming activities		1,379,497	1,055,101
Other operating income		107,531	73,303
Bingo prizes		(149,709)	(114,769)
Total operating income		1,337,319	1,013,635
Variable rent		(220,016)	(171,265)
Total operating income net of variable rent	3.1	1,117,303	842,370
Cost of sales		(45,629)	(29,659)
Employee benefits expense	20.1	(208,832)	(202,215)
Utilities and external services	20.2	(212,191)	(179,542)
Gaming taxes and other similar taxes		(319,215)	(304,902)
Charge to depreciation and amortization and impairment of assets	6, 7 & 19	(305,668)	(326,473)
Change in operating provisions		(522)	(8,614)
Finance income		1,075	1,187
Finance costs		(150,461)	(135,754)
Finance lease expenses		(14,210)	(16,163)
Change in financial provisions		58	(18)
Gains/(losses) on investments in associates	8	379	(3,538)
Exchange gains / (losses), net	20.3	(18,156)	31,395
Gains/(losses) on disposal/derecognition of non-current assets		(2,258)	(1,692)
Profit/(loss) before tax		(158,327)	(333,618)
Income tax	18.2	12,250	64,875
Net profit/(loss) for the year		(146,077)	(268,743)
Profit/(loss) for the year attributable to non-controlling interests	13.3	4,797	(14,104)
Profit/(loss) for the year attributable to the Parent		(150,874)	(254,639)

Cirsa Enterprises Group
Consolidated statement of comprehensive income for the year ended December 31, 2021

(Thousands of euros)	Notes	2021	2020
Net profit/(loss) for the year		(146,077)	(268,743)
Currency translation differences		21,587	(92,703)
Tax effect		-	-
Total other comprehensive income that will be reclassified to profit or loss in subsequent years		21,587	(92,703)
Total other comprehensive income that will not be reclassified to profit or loss in subsequent years		-	-
Total other comprehensive income for the year, net of tax		(124,490)	(361,446)
<i>Comprehensive income attributable to:</i>			
<i>Parent Company</i>		(127,721)	(343,083)
<i>Non-controlling interests</i>		3,231	(18,363)
Total other comprehensive income for the year, net of tax		(124,490)	(361,446)

Cirsa Enterprises Group
Consolidated statement of changes in equity for the year ended December 31, 2021

(Thousands of euros)	Issued capital (Note 13.1)	Share premium	Profit/(loss) for the year and Retained earnings (Note 13.2)	Currency translation differences	Non-controlling interests (Note 13.3)	Total
At January 1, 2020	70,663	635,390	(197,424)	2,859	131,194	642,682
Net profit/(loss) for the year 2020	-	-	(254,639)	-	(14,104)	(268,743)
Other comprehensive income	-	-	-	(88,444)	(4,259)	(92,703)
Total 2020 comprehensive income	-	-	(254,639)	(88,444)	(18,363)	(361,446)
Other movements:						
Dividends paid	-	-	-	-	(5,306)	(5,306)
Other movements	-	(8,597)	(4,734)	-	(3,453)	(16,784)
At December 31, 2020	70,663	626,793	(456,797)	(85,585)	104,072	259,146
Net profit/(loss) for the year 2021	-	-	(150,874)	-	4,797	(146,077)
Other comprehensive income	-	-	-	23,152	(1,566)	21,587
Total 2021 comprehensive income	-	-	(150,874)	23,152	3,231	(124,490)
Other movements:						
Dividends paid	-	-	-	-	(9,032)	(9,032)
Other movements	-	(210)	(1,792)	-	(872)	(2,875)
At December 31, 2021	70,663	626,583	(609,463)	(62,433)	97,399	122,749

Cirsa Enterprises Group
Consolidated cash flow statement for the year ended December 31, 2021

(Thousands of euros)	Notes	2021	2020
Cash flows from operating activities			
Profit/(loss) for the year before tax		(158,327)	(333,618)
Adjustments to profit/(loss) due to:			
Change in operating provisions		522	8,615
Depreciation and amortization and impairment losses on non-current assets	6, 7 & 19	305,668	326,472
Gains/(loss) on disposals/derecognition of non-current assets		2,258	1,691
Finance income (costs)		163,159	154,285
Exchange gains / (losses), net	20.3	18,156	(31,395)
Other		7,600	4,374
Change in:			
Inventories		(485)	1,002
Trade and other receivables		(9,681)	11,570
Suppliers and other accounts payable		42,939	(39,781)
Other operating assets and liabilities, net		5,849	(4,138)
Income tax paid		(10,150)	(14,804)
Net cash from operating activities		367,508	84,273
Cash flows from/(used in) investing activities			
Acquisition of property, plant, and equipment		(59,828)	(78,381)
Acquisition of intangible assets		(50,482)	(46,766)
Proceeds from other financial assets		5,000	33,980
Acquisition of investments in other companies		(21,168)	(26,912)
Payments on financial investments		(9,010)	(210)
Interest received and income from financial investments		1,075	1,186
Net cash used in investing activities		(134,413)	(117,103)
Cash flows from/(used in) financing activities			
Cash inflows in bank accounts		1,759,050	1,184,216
Cash outflows in bank accounts		(1,823,250)	(925,656)
Bond issues		615,000	-
Cancellation of bonds		(530,293)	-
Lease liability principal payments	19	(50,957)	(48,743)
Interest paid		(125,793)	(122,767)
Deferred gaming taxes		(73,120)	80,208
Dividends paid and other payments		(5,966)	(4,077)
Net cash from/(used in) financing activities		(235,329)	163,181
Net increase/(decrease) in cash and cash equivalents		(2,234)	130,351
Net effect of exchange gains/(losses) on cash		(832)	(6,753)
Cash and cash equivalents at January 1		283,267	159,669
Cash and cash equivalents at December 31	12	280,201	283,267

Cirsa Enterprises Group

Notes to the consolidated financial statements for the year ended December 31, 2021

1. GROUP INFORMATION

1.1 Group activity

Cirsa Enterprises, S.L. (hereinafter *the Company or the Parent Company*) and its subsidiaries (hereinafter *the Group or the Cirsa Group*) consist of a set of companies operating in the gaming and leisure sector, carrying out the following activities:

- the design, manufacture and marketing of slot machines that are sold to both group companies and third parties, and the development of interactive gaming mechanisms and systems.
- Operation of slot machines, bingo halls and casinos, in both Spain and abroad.
- Marketing and operation of bets in own and third-party premises, as well as operation of on-line sports betting in both Spain and abroad.

On July 3, 2018 the company Cirsa Enterprises, S.L. acquired 100% of the shares of Cirsa Gaming Corporation, S.A. from the former shareholders. Cirsa Enterprises, S.L. formerly LHMC Bidco, S.L. was incorporated on November 15, 2017.

Therefore, the new consolidatable group was born on July 3, 2018 with the inclusion of the Cirsa Gaming Corporation, S.A. subgroup and the bond-issuing company, Cirsa Finance International, S.a.r.l., which was incorporated on May 22, 2018. As indicated in section 2.1, the consolidated financial statements of the Cirsa Group will be prepared under International Financial Reporting Standards by its ultimate parent company in Luxembourg, LHMC Topco, S.a.r.l. They will be translated and filed with the Mercantile Registry in due time and form. Consequently, the Parent Company meets the criteria for exemption from preparing consolidated financial statements under article 43 of the Commercial Code.

As a result of the foregoing, the accompanying consolidated financial statements cannot be considered consolidated financial statements under Spanish GAAP, but voluntary consolidated financial statements, issued by the Board of Directors.

1.2 Going concern - COVID-19

The global pandemic declared by the World Health Organization (WHO) on March 11, 2020 has resulted in an unprecedented health crisis that has had an impact on the macroeconomic environment and business evolution. To tackle the issue, a set of measures have been adopted during 2021 and 2020 to address the economic and social impact, including restrictions on movement, among others.

As a result of the effects of this pandemic, revenues for the years 2021 and 2020 have decreased compared to 2019 due to temporary close-downs and restrictions on opening hours and capacity of bars, casinos, gaming halls, bingos, sports betting houses and manufacturing facilities as a result of the guidelines set out by the governments of the countries in which Cirsa operates. At a Group level, only operations in Morocco are closed at 2021 year end.

The Group has adopted several measures to mitigate the effects of this reduction in activity, including, among others, the following:

- Reinforcement of liquidity position:

At December 31, 2021 the Group shows negative working capital amounting to 118,934 thousand euros and, therefore, maximizing liquidity has been one of the primary objectives of the management team since the beginning of the pandemic. In order to meet this goal, a cash management plan was launched by the middle of the first quarter of 2020 to ensure maximum cash availability.

As part of this cash management plan, in March 2020 the entire RCF was drawn down (a further 175 million drawn down to the initial 25 million). Additionally, in July 2020 two new financing lines were obtained: (1) a RCF of 55 million euros maturing in December 2021, which has been cancelled during 2021, and (2) a loan of 20 million euros maturing in September 2025.

Furthermore, it should be noted that the revolving credit facility (RCF) amounting to 200 million euros, even though it has been classified in the short term, can be renewed on a recurring basis at the Group's request for maximum periods of six months until its maturity (June 2023).

Several credit lines taken out with financial institutions were renewed and increased, thus providing additional liquidity when necessary. At December 31, 2021 undrawn credit lines amount to 18,666 thousand euros (Note 15).

Lastly, in 2021 an issue of bonds amounting to 615 million euros maturing in 2027 was carried out basically aimed at the early redemption of bonds amounting to 516.5 million euros and the cancellation of the RCF amounting to 55 million.

- Cost optimization:

- Measures for reducing employee benefits expense by extending temporary reductions in working hours or workforce through furloughs (pursuant to prevailing regulations in each of the countries in which the Group operates) as activity could not continue as normal. As far as possible, extraordinary measures have been adopted in addition to those defined in each region to support companies experiencing operating restrictions. In this regard, with 95% of facilities open in the fourth quarter of 2021, employee benefits expense for the said quarter have decreased by 18% compared to the same period of 2019.
- Other fixed expenses: a comprehensive cost reduction scheme has been implemented by reviewing the terms and conditions with suppliers, cancelling contracts and/or implementing other cost reduction measures, achieving a 15% decrease in Other expenses in 4Q 2021 compared to 4Q 2019 (Note 20.2).

The Group estimates that, although further temporary shutdowns may occur in the short term in some operations, activity will gradually go back to normal. This situation, together with the most recent estimates and a robust cash position (280,201 thousand euros at December 31, 2021), does not compromise the Group's ability to continue as a going concern, and therefore the Group will be able to meet its financial obligations.

1.3 Group structure

The Parent Company, which is domiciled in Madrid, at Calle Fermina Sevillano, 5-7, is a subsidiary of its Sole Shareholder LHMC Midco, S.a.r.l., which is in turn a subsidiary of LHMC, Topco, S.a.r.l. (both domiciled in Luxembourg, at Rue Eugène Ruppert, 2-4). The fund that holds the shares of the Cirsa Enterprises Group is ultimately controlled by The Blackstone Group.

The details of the Company's subsidiaries at December 31, 2021 and 2020 are shown on the Appendix, classified into the following categories:

- **Subsidiaries:** Subsidiaries are companies controlled either directly or indirectly by the Company so that it can manage the financial and operating policies in order to obtain profit from the investment.
- **Associates:** The associates are enterprises not included in the previous two categories and in which there is an ownership interest on a long-term basis that favors their activity, but with limited influence over their management and control.

(NOTA: The "Ownership percentage" column in the Appendix is obtained by multiplying the successive percentages over the ownership chain and, therefore, shows the final ownership at Company level).

1.4 Changes in the scope of consolidation

The changes in the scope of consolidation are summarized as follows:

2021

- Acquisition of companies

(Thousands of euros)	% voting rights	Consolidation method	Total Assets in the consolidated statement of financial position at December 31, 2021	Operating income in the 2021 consolidated statement of comprehensive income
Bet on Red, S.A.	100%	Full	20,832	5,467
Haes, S.A.	100%	Full	2,023	1,354
Coin Machines, S.A.	100%	Full	10,442	917
Piscis 28 Castilla y León, S.L.	100%	Full	18,360	568

The acquisition shown in the table above has given rise to a business combination.

The information on the business combination carried out during the year is shown in Note 4.

- Winding-up of companies

In 2021, the following companies have been wound up:

(thousands of euros)	At December 31, 2020		
	% held by the Group	Consolidation method	Total Assets in the consolidated statement of financial position
Cludeen, S.L.	50%	Equity	2
Cirsa Brasil Participações, LTDA	100%	Full	-
Gimenca, S.A.	100%	Full	-
Instalaciones Recreativas Mallorca, S.A.	100%	Full	-
La Cafetería del Bingo, S.L.	50%	Full	50

- Changes in the ownership percentage

The changes in the ownership percentage during 2021 are as follows:

	Consolidation method		Percentage	
	2021	2020	At December 31, 2021	At December 31, 2020
Cat Games, S.L.	Full	Full	60%	50%
Bingos Benidorm, S.A.	Full	Full	100%	50%
Bingos Andaluces, S.A.	Full	Full	100%	50%
Sala Valencia, S.A.	Full	Full	100%	50%
Rdiamon, S.L.	Full	Full	51%	50%
Badamatic, S.A.	Full	Full	51%	50%
Sportium Apuestas Colombia, SAS	Full	Full	50%	100%

- Other changes in equity

During 2021 the following changes in the scope due to mergers between group companies have occurred, without them affecting consolidated figures.

Acquired Group company	Acquiring Group company
Barnaplay, S.A.	Miky, S.L.
Bingo Amico, S.R.L.	A.O.G., S.R.L.
Servicios Especializados del Juego, SA de CV	Promociones e Inversiones de Guerrero, S.A.
Administradores de Personal en Entretenimiento, SA de CV	Promociones e Inversiones de Guerrero, S.A.
Bingos Electrónicos de Panamá, S.A.	Gaming and Services de Panamá, S.A.
Recreativos Martos, S.L.S.U.	Global Game Machine Corporation, S.A.
Servicios y Distribución de Recreativos, S.A.	Global Game Machine Corporation, S.A.
Recreativos Ergosa, S.L.U.	Global Game Machine Corporation, S.A.
Automáticos Essan, S.A.U.	Global Game Machine Corporation, S.A.
Global TC Corp., S.A.U.	Gaming and Services de Panamá, S.A.
Gimar Jocs, S.L.	Miky, S.L.
MCA Automatics, S.L.	Global Game Machine Corporation, S.A.
Recreativos Sortia, S.L.U.	Global Game Machine Corporation, S.A.
First Game, S.L.U.	Uniplay, S.A.
Redeye Games, S.L.U.	Uniplay, S.A.

Additionally, several changes to the corporate names of group companies have been made.

2020

- Acquisition of companies

(Thousands of euros)	% voting rights	Consolidation method	Total Assets in the consolidated statement of financial position at December 31, 2020	Operating income in the 2020 consolidated statement of comprehensive income
Playspace, S.L.	100%	Full	16,322	484

The acquisition shown in the table above has given rise to a business combination.

The information on the business combination carried out during the year is shown in Note 4.

- Incorporation of companies

(Thousands of euros)	% voting rights	Consolidation method
Inversiones Pañanitas S.A.	70%	Full
Inversiones Pacanoas S.A.	70%	Full
Inversiones Vertiagio S.A.	70%	Full

- Sale of companies resulting in loss of control

During the current year, the following companies have been sold resulting in a loss of control and/or significant influence on their businesses:

	Ownership % at prior year end	Consolidation method at prior year end	Ownership % after the sale	Consolidation method after the sale
Juegos San José, S.A.	47.5%	Full	-	-

- Winding-up of companies

In 2020, the following companies have been wound up:

(thousands of euros)	At December 31, 2019		
	% held by the Group	Consolidation method	Total Assets in the consolidated statement of financial position
Bumex Land, S.L.	100%	Full	756
Hostelería 1000, S.L.	100%	Full	423

- Changes in the ownership percentage

The changes in the ownership percentage during 2020 are as follows:

	Consolidation method		Percentage	
	2020	2019	At December 31, 2020	At December 31, 2019
Comdibal 2000, S. L.	Full	Full	100%	75%
Palabingo, SRL	Full	Full	100%	56%

2. BASIS OF PRESENTATION AND ACCOUNTING STANDARDS

2.1 Basis of presentation

The Group prepares consolidated financial statements in accordance with the International Financial Reporting Standards adopted by the European (IFRS-EU) Union published by the International Accounting Standards Board (IASB) and further interpretations. At the date these consolidated financial statements were authorized for issue, the consolidated financial statements of the Cirsa Group in Luxembourg had not yet been prepared by LPMC Topco, S.a.r.l.

The financial statements of the companies comprising the Group have yet to be approved by the corresponding General Meetings of Shareholders or Owners. However, the Board of Directors of the Group Parent expect that the aforementioned financial statements will be approved without significant modification and, therefore, they will have no impact on the accompanying consolidated financial statements.

The accounting policies used in the preparation of these consolidated financial statements comply with each of the prevailing standards at the date of their issuance. The International Financial Reporting Standards as adopted by the European Union establish application alternatives in some cases. The options applied by the Group are described in the several accounting policies detailed in these Notes.

The consolidated financial statements for the year ended December 31, 2021 have been prepared by the parent company Cirsa Enterprises, S.L.U. and show comparative information for the prior year, which covers the period comprised between January 1, 2020 and December 31, 2020.

2.2 Estimates and judgments

The preparation of the consolidated financial statements requires Group Management to exercise judgment and to make estimates and assumptions that affect the application of the accounting policies and the recorded assets, liabilities, income and expenses. The estimates and assumptions taken into account have been based upon historical experience and other factors which were considered to be reasonable in the light of the circumstances. Consequently, the results obtained could differ from those assumptions.

The estimates and assumptions are continuously reviewed. Any changes to accounting estimates are recognized in the period they are made if they apply solely to that period, or for that period and subsequent periods if they affect both. The key estimates and judgments are as follows:

- **Business combinations and goodwill**

The Group assesses for each business combination, the fair value of assets, liabilities and acquired contingent liabilities, allocating the cost of the business combination to the identified elements. Likewise, goodwill arising from the acquisition is assigned to its corresponding cash-generating unit, based on expected synergies, for subsequent impairment tests (Notes 4 and 10).

- **Impairment of assets**

The Group assesses for impairment at year end for all non-financial assets which carrying amount could be unrecoverable. Goodwill and intangible assets with an indefinite useful life are tested for impairment annually, or when there is evidence of impairment, based on financial projections and estimates of future operating cash flows. During 2021 and 2020 the Group has not recorded any impairment losses on goodwill, whereas it has recognized impairment on intangible assets in 2021 amounting to 5,123 thousand euros (11,644 thousand euros in 2020) (Note 10). Additionally, impairment losses on property, plant and equipment amounting to 3,840 thousand have been recognized in 2021.

- Recoverability of deferred tax assets

When the Group, or any of the companies included in it, recognizes deferred tax assets, the estimated taxable profit that will be generated in the next 10 years is reviewed at year end in order to assess their recoverability and, where appropriate, derecognize them if realization is not reasonably guaranteed. At December 31, 2021 the Group has recorded deferred tax assets amounting to 98,595 thousand euros (98,584 thousand euros at December 31, 2020), as indicated in Note 18.4.

- Consolidation methods

The assessment of whether control is exercised when the Group does not have absolute majority of voting rights, but agreements with the other shareholders have been reached, requires the Group to make estimates and judgments to determine whether it has unilateral rights to manage relevant activities in accordance with IFRS 10. Additionally, in order to establish the consolidation method of certain entities over which control is not exercised also requires Group Management to make judgments and estimates to determine whether they are considered jointly controlled companies, joint operations or associates for the purposes of preparing these consolidated financial statements.

2.3 Standards and interpretations approved by the European Union applied for the first time in the current year

The accounting policies used in the preparation of these consolidated financial statements comprise all applicable standards at the beginning of the period, including those that came into force in the current year:

Amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16: Interest rate benchmark reform – Phase 2

In August 2020 the IASB issued amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16: Interest rate benchmark reform – Phase 2. These amendments provide temporary relief from financial reporting while Interbank Offered Rates (IBORs) are replaced with risk-free rates (RFRs).

Amendment to IFRS 16 *Covid-19-Related Rent Concessions* until June 20, 2022

This amendment allows a lessee, as a practical expedient, not to assess whether a Covid-19-related rent concession is a lease modification. A lessee that makes this election accounts for concessions in accordance with IFRS 16 *Leases* as if the said concessions were not a lease modification. The Group has elected not to apply the practical expedient.

2.4 Standards and interpretations published by the IASB, but not applicable in the current year

The Group intends to adopt the standards, interpretations and amendments issued by the IASB, whose application is not mandatory in the European Union as at the date of authorizing the accompanying consolidated financial statements for issue, when they are effective, to the extent applicable to the Group.

Standard, interpretation or amendment	Mandatory application: annual periods beginning on or after
Amendments to: - IFRS 3 - <i>Business combinations</i> - IAS 16 - <i>Property, plant and equipment</i> - IAS 37 - Provisions, contingent liabilities and contingent assets. - Annual improvements 2018-2020	January 1, 2022
IAS 1 - Presentation of Financial Statements: Classification of current and non-current liabilities	January 1, 2023
Disclosure of Accounting Policies (Amendments to IAS 1 and IFRS Practice Statement 2)	January 1, 2023
Definition of Accounting Estimates (Amendments to IAS 8)	January 1, 2023
Deferred Tax related to Assets and Liabilities arising from a Single Transaction (Amendments to IAS 12)	January 1, 2023

2.5 Consolidation methodology

Consolidation methodology is described in the following sections:

Consolidation methods

The methods applied to obtain these consolidated financial statements were as follows:

- Full consolidation method for subsidiaries
- Equity method for associates and jointly controlled companies

Harmonization

The financial year of the companies within the consolidation perimeter ends on December 31. For consolidation purposes the corresponding 2021 financial statements of each company have been used.

The accounting principles applied by the companies comply with Group policies and, accordingly, no harmonization adjustments were necessary.

Elimination of internal transactions

The intercompany balances arising from financial operations, rental agreements, payment of dividends, financial assets and liabilities, purchase and sale of inventories and non-current assets and rendering of services have been eliminated. In regard with purchase and sale transactions, the unrealized margin on assets, as well as depreciation, has been adjusted in order to show the assets at their original cost to the Group.

Translation of financial statements in foreign currency

The financial statements of foreign companies have been translated into euros prior to their consolidation following the year-end rate method. Accordingly, the assets and liabilities are translated at the exchange rate prevailing at December 31, capital and reserves are translated at the historical exchange rate, and income and expenses at the average exchange rate of the year. Differences arisen from this process have been recorded directly under Translation differences in net equity.

2.6 Business combinations

When Group gains control over one constituted business, or directly over a business' net assets, the consideration transferred is assigned to assets, liabilities and contingent liabilities, measured at fair value. The difference between the sum of fair values and the sum of the consideration transferred plus the amount of any non-controlling interest in the acquiree at acquisition date is recognized as goodwill where it is positive or as income in the consolidated statement of comprehensive income where the difference is negative.

The consideration transferred in a business combination is measured at fair value. This is calculated as the sum of the acquisition fair values of the assets transferred by the acquirer, the liabilities incurred by the acquirer to former owners of the acquiree, and the equity interests issued by the acquirer.

The costs related to the acquisition, such as finder's fees, advice, legal, accounting valuation and other professional or consulting fees, are recognized as expenses in the years when they are incurred and the services are provided.

2.7 Intangible assets

Intangible assets are initially measured at acquisition cost less accumulated amortization and any impairment loss.

Goodwill is not amortized as it is considered to have an indefinite useful life. Instead, it is tested for impairment at least annually as well as intangible assets with indefinite useful lives. Likewise, the net carrying amount of intangible assets having finite useful life is tested for impairment when there is evidence or changes of not recovering the carrying amount, similar to the criteria established for property, plant and equipment.

Research expenses are charged to expenses when incurred, while development costs related to an individual project are capitalized when the Group can demonstrate the technical feasibility and profitability, the availability of financing resources, and incurred costs can be measured reliably. Development expenses to be capitalized, including the cost of materials, personnel expenses directly attributable and a fair proportion of overheads, are amortized using a declining method (50% the first year) over the period for which they expect to obtain profits or income from such project, which generally comprises three years.

Amounts paid to the owners of the sites where the slot machines are located on an exclusivity basis are capitalized as installation rights. They are amortized on a straight-line basis over the contract term.

Installation rights from business combinations for the years 2018 and 2019 are amortized on a straight-line basis over their useful lives (3.5-18 years), in accordance with the average maturity of exclusivity agreements in Spain and the term of the administrative concession for the rest of activities. These criteria arose as a result of the Purchase Price Allocation carried out by the independent expert.

Administrative concessions are amortized on a straight-line basis, according to the concession term, as well as transfer rights of leased premise.

Software is amortized on a straight-line basis over three years.

2.8 Property, plant and equipment

Property, plant and equipment are measured at acquisition cost less accumulated depreciation and any recognized impairment loss.

The Group assesses whether there is an indication that the net carrying amount of property, plant and equipment may be impaired. If any indication exists, assets or cash-generating units are recorded at their recoverable amount.

Expenses for repairs which do not prolong the useful life of the assets, as well as maintenance expenses, are taken to the income statement in the year incurred. Expenses incurred for expansion or improvements which prolong the useful life of the asset are capitalized. Future expenses for restoring and retirement are recognized, at present value, as a cost component, with a liability provision as counterpart.

Depreciation charges are calculated over the estimated useful lives of the assets. Property, plant and equipment are generally depreciated on a straight-line basis over their estimated useful life. A declining basis is used alternatively for some assets, basically slot machines, since it better follows the actual pattern of income related to these assets.

	Method	Rate
Commercial buildings (new/used) and plant	Straight-line	2-4%
Production facilities (new/used)	Straight-line	8-16%
Other facilities	Straight-line	8-12%
Production machinery	Straight-line	10%
Other production equipment	Straight-line	20%
New slot machines	Declining/Straight line	20%
Used slot machines	Straight-line	40%
Furniture (new/used)	Straight-line	10-20%
Vehicles (new/used)	Declining/Straight line	10-32%
Tools and furniture (new/used)	Straight-line	30-60%
Data processing equipment (new/used)	Declining/Straight line	25-50%
Molds and dices	Straight-line	25%
Other PP&E items	Straight-line	16%

The finite useful life of slot machines is necessarily subject to exogenous factors (mainly market and competence) of difficult forecast. In the event that such equipment completes its useful life before the base period used for depreciation, the net balance of the related good at the removal date is charged as depreciation for the year, given its recurrent and typical features, as well as its corrective nature of systematic depreciation performed on related goods.

2.9 Investments in associates

Investments are accounted for under the proportional consolidation method or the equity method, that is, they are accounted initially at cost and its carrying amount is increased or decreased in order to recognize the part of the result of the investee attributed to the Group from the acquisition date.

Part of the profit (loss) for the year of the investee is recorded in the Group consolidated statement of comprehensive income. Dividends received reduce the amount of the investment.

Changes in the investee's equity different than those generated by income of the period are directly recorded as changes in the Group's net equity.

2.10 Financial assets

Financial assets are initially recorded at fair value. For investments not measured at fair value with changes in results, directly attributable transaction costs are added. The Group establishes the classification of financial assets at the initial recognition, and, when appropriate and allowed, the classification is assessed again at each year end.

Loans and receivables

The Group recognizes in this category trade and non-trade receivables, which include financial assets with fixed or determinable payments not quoted on active markets and for which the Group expects to recover the full initial investment, except, where applicable, in cases of credit deterioration.

Following initial recognition, these financial assets are measured at amortized cost.

Nevertheless, trade receivables which mature within less than one year with no contractual interest rate, as well as prepayments and loans to personnel, the amount of which is expected to be recovered in the short term, are carried at nominal value both at initial and subsequent measurement, when the effect of not discounting cash flows is not significant.

2.11 Derecognition of financial assets and liabilities

Financial assets (or, when applicable, part of a financial asset or part of a group of similar financial assets) are derecognized when:

- Rights to related cash flows have expired;
- The Group has retained the right to receive related cash flows, but has assumed the liability of fully paying them within the established terms to a third party under a transfer agreement;
- The Group has transferred the rights to receive related cash flows and (a) has substantially transferred the risks and rewards incidental to the ownership of the financial asset, or (b) has not transferred or retained the asset's risks and rewards, but has transferred the control over the asset.

Financial liabilities are derecognized when the related liability is settled, cancelled or expired. When a financial liability is replaced for other from the same borrower but with substantially different terms, or the conditions of the existing liability are substantially modified, such change or modification is recorded as a disposal of the original liability and an addition of a new liability. Difference of related carrying amounts is recognized in the consolidated statement of comprehensive income.

2.12 Inventories

Inventories are accounted for at the lower of the acquisition cost and the recoverable amount.

The recoverable amount of raw materials is the replacement cost. Nevertheless, no provision is set aside for raw materials and other consumables used in production, if the finished products in which they are to be incorporated will be sold above cost. The recoverable value of finished products corresponds to the estimated sales price less related selling expenses.

The cost value of finished products includes materials measured at the weighted average acquisition price, third-party work, labor and production overhead.

2.13 Cash and cash equivalents

This caption includes cash, current accounts, bank deposits and other financial investments maturing within less than three months from the acquisition date, provided that risks of the substantial alteration of their value are not significant.

In terms of the consolidated statement of cash flows, cash and cash equivalents include the abovementioned concepts, net of bank overdrafts, if applicable.

2.14 Impairment of assets

Non-financial assets

The Group assesses at each year end whether there is an indication that a non-current asset may be impaired. If any indication exists, and when an annual impairment test is required, the Group estimates the asset's recoverable amount. The recoverable amount is the higher of the cash-generating unit (CGU) fair value less cost to sell and value in use, and it is established for each separate asset, unless for assets that do not generate cash inflows that are largely independent of those from other assets or groups of assets. When the carrying amount of an asset exceeds its recoverable amount, the asset is considered impaired and its carrying amount is reduced to the recoverable amount. To assess value in use, expected cash flows are discounted to their present value using risk free market rates, adjusted by the risks specific to the asset. Impairment losses from continuing activities are recognized in the consolidated statement of comprehensive income.

The Group assesses at year end indicators of impairment losses previously recorded in order to verify whether they have disappeared or decreased. If there are indicators, the Group estimates a new recoverable amount. A previously recognized impairment loss is reversed only if the circumstances giving rise to it have disappeared, since the last loss for depreciation was recognized. In this regard, the asset's carrying amount increases to their recoverable amount. The reversal is limited to the carrying amount that would have been determined had no impairment loss been recognized for the asset.

The reversal is recognized in the consolidated statement of comprehensive income. Upon such reversal, the depreciation expense is adjusted in the following periods to amortize the asset's revised book value, net of its residual value, systematically over the asset's useful life.

Financial assets

The Group assesses at year end if financial assets or group of financial assets are impaired. To assess the impairment of financial assets, the following criteria are applied:

- Assets measured at amortized cost

If there is objective evidence that there is an impairment loss of loans and other receivables recorded at amortized cost, the loss is measured as the difference between the book value and the present value of estimated cash flows, discounted at the current market rate upon initial recognition. The book value is reduced by an allowance, and the loss is recorded in the consolidated statement of comprehensive income.

Impairment loss is reversed only if the circumstances giving rise to it have ceased to exist. Such reversal is limited to the carrying amount of the financial asset that would have been recognized on the reversal date had no impairment loss been recognized.

In regard with trade and other receivables, when there is objective evidence of not collecting them, an adjustment is made based on identified bad debts risk.

2.15 Provisions

Provisions are recognized when:

- the Group has a present obligation either legal, contractual or constructive as a result of past events;
- it is probable that an outflow of resources will be required to settle the obligation; and
- the amount of the obligation can be reliably measured.

When the effect of the cash temporary value is significant, the provision is estimated as the present value of the future cash flows required to settle the obligation.

The discount rate applied in the assessment of the obligation's present value only corresponds to the temporary value of money and does not include the risks related to the estimated future cash flows related to the provision. The increase of the provision derived from the aforementioned discount is recorded as a financial expense.

2.16 Interest yield loans and credits

Loans and credits are initially measured at cost value, which is the fair value of the contribution received, net of issuance costs related to the debt.

Upon initial recognition, interest yield loans and credits are recognized at amortized cost using the effective interest rate method, including any issuance cost and discount or settlement premium.

2.17 Translation of balances in foreign currency

Transactions in foreign currency are translated at the spot rate prevailing at the date of the transaction. Monetary assets and liabilities denominated in foreign currency are translated at the spot rate prevailing at the closing date. Unrealized exchange gains or losses are recognized in the consolidated statement of comprehensive income. As an exception, exchange gains or losses arising from monetary assets and liabilities that reflect investments in foreign subsidiaries are recorded in *Translation differences* in equity, with no impact on the consolidated statement of comprehensive income.

2.18 Leases

At inception of a contract, the Group assess whether the contract is, or contains, a lease, that is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

Group as lessee

The Group applies a single recognition and measurement approach for all leases, except for leases of low-value assets and short-term leases. The Group recognizes the lease liabilities representing its obligation to make lease payments and the assets representing the right to use the underlying leased asset.

i) Right-of-use assets

The Group recognizes the right-of-use assets at the commencement of the lease (that is, the date on which the underlying asset is available for use). Right-of-use assets are measured at cost, less accumulated depreciated and impairment losses, and adjusted for any remeasurement of the lease liabilities. The cost of the right-of-use asset comprises the amount of recognized lease liabilities, initial direct costs incurred and lease payments made at or before the commencement of the lease, less any lease incentives received. Right-of-use assets are depreciated on a straight-line basis over the shortest lease term and the useful lives of the assets.

If ownership of the leased asset is transferred to the Group at the end of the lease term or the cost shows the exercise of a purchase option, depreciation is calculated using the estimated useful life of the asset. Right-of-use assets are also subject to impairment. Accounting policies are described in Note 2.14.

ii) Lease liabilities

At the commencement of the lease, the Group recognizes a lease liability at the present value of the lease payments to be made over the lease term. Lease payments include fixed payments (including in-substance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be payable under residual value guarantees. Lease payments also include the exercise price of a purchase option if the Group is reasonably certain to exercise that option and payments of penalties for terminating the lease, if the lease term reflects the Group exercising an option to terminate the lease. Variable lease payments that depend on an index or a rate are recognized as expenses in the period in which the event or condition that triggers those payments occurs.

To calculate the present value of the lease payments, the Group uses its incremental borrowing rate at the commencement of the lease because the interest rate implicit in the lease cannot be readily determined. Subsequent to the commencement of the lease, the carrying amount of lease liabilities is increased to reflect interest thereon and reduced to reflect the lease payments made. Additionally, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (i.e. changes in future lease payments resulting from a change in an index or rate used to determine those payments) or a change in the assessment of an option to purchase the underlying asset.

iii) Short-term leases and leases of low-value assets

The Group applies the recognition exemption for short-term leases to its short-term leases on machinery and equipment (that is, leases that, at the commencement date, have a lease term of 12 months or less and do not contain a purchase option). It also applies the recognition exemption for leases of low-value assets to office equipment leases that are considered of low value. Lease payments associated with short-term leases or leases of low-value assets are recognized as an expense on a straight-line basis over the lease term.

2.19 Income

Revenues are recognized when it is probable that the economic benefits from the transaction will flow to the Group and the amount of income and costs incurred or to be incurred can be reliably measured.

Revenues from exploiting slot machines are measured at the collected amount. The percentage of the amount collected from slot machines attributable to the owner of the premises where the machine is located is included as operating expense under *Variable rent*.

Revenues from bingo cards are recognized for the total amount of sold cards, based on their face value, while recognizing the prizes granted to players as a decrease in operating revenues. The card cost is recorded in *Consumptions*, and the gaming tax rate over purchased bingo cards is included under *Gaming taxes*.

Revenue from casinos and sports betting is recorded for the net amount from the game ("win"), after deducting prizes removed by players.

Revenue from sale of finished products is measured when risks and significant benefits incidental to the ownership of the assets have been transferred to the buyer and the outcome can be estimated reliably, circumstance that generally arises with the effective goods delivery.

Interest income is recorded based on the time passed, including the asset's effective yield.

2.20 Restructuring expenses

Expenses incurred in restructuring processes, mainly indemnities to personnel, are recognized when a formal and detailed plan exists to perform such process by identifying the main parameters (i.e. main locations, functions and approximate number of affected employees, estimated payments and the implementation schedule) and creating a real and valid expectation among affected employees in regard with the process.

2.21 Income tax

Deferred income tax is recognized on all temporary differences at the closing date between the tax bases of assets and liabilities and their carrying amounts in the statement of financial position.

Deferred tax liabilities are recognized for all temporary differences, except for taxable temporary differences arisen from an acquired goodwill, which amortization is not tax deductible and those arisen upon the initial recognition of an asset or liability in a transaction, other than a business combination, and that at the transaction date did not affect the accounting or the tax result.

Likewise, a deferred tax liability is recognized for all taxable temporary differences from investments in subsidiaries, associates or jointly controlled companies, except when both the following conditions are met: (a) the Group is able to manage the reversal date of the temporary difference and (b) the temporary difference will not be reversed in the future. In this regard, when the results are generated in subsidiaries in countries where there is not an agreement to avoid double taxation and the Group's policy is the repatriation of dividends, the Group records a deferred tax related to the effective amount that would be filed when profits are repatriated.

Deferred tax assets are recognized for all deductible temporary differences, tax credits related to unused tax loss carryforwards and unused deductions, to the extent that it is probable that future taxable profit will be available against which these assets may be utilized, except for deductible temporary differences arisen upon the initial recognition of an asset or liability in a transaction, other than a business combination, and that at the transaction date did not affect the accounting or the tax result.

Furthermore, only a deferred tax asset is recognized for all deductible temporary differences from investments in subsidiaries, associates or jointly controlled companies when both the following conditions met: (a) the temporary difference will be reversed in the future, and (b) it is probable that future taxable profit will be available against which these temporary differences may be utilized.

The recovery of deferred tax assets is reviewed at year end, reducing the amount in assets to the extent that it is probable that future taxable benefits will not be available and consequently these assets could not be utilized.

Deferred taxes are measured based on the tax legislation and charge rates enacted or to be enacted, at the date of consolidated statement of financial position.

Deferred tax assets and liabilities are not discounted and are classified as non-current assets or non-current liabilities, respectively.

2.22 Contingencies

When unfavorable outcome of a situation that leads to a potential loss is likely to occur (i.e. more than 50% of possibilities), the Group establishes a provision which is recorded based on the best estimate of present value of expected future disbursement. On the other hand, if expectations of favorable resolution are more likely, no provision is recorded, which is reported in the notes of existing risks, unless the possibility of a negative outcome is clearly considered remote.

2.23 Classification of current and non-current assets and liabilities

Assets and liabilities are classified in the consolidated statement of financial position as current and non-current according to their maturity date. Current assets mature within one year from the closing date, and non-current assets mature in more than such period.

3. FINANCIAL INFORMATION BY OPERATING SEGMENT

The Group's activities are organized and managed separately based on the nature of the services and products provided. Each segment represents one strategic business unit that provides different services and offers products to different markets whose operating profit or loss are examined on a regular basis by the Group's ultimate operating decision-making body in order to decide on the resources to be allocated to the segment and assess its performance.

An operating segment has been considered to be an identifiable unit of the Group responsible for supplying a unique product or service, or alternatively a set of these which are inter-related, and which is characterized by being subject to risks and yields of a different nature from those which correspond to other operating segments within the Group.

Assets, liabilities, income and expenses by segment include those directly attributable, together with those which may be reasonably attributed. Unallocated captions by the Group correspond to deferred tax assets and liabilities balances.

Transfer prices between segments are determined based on the actual costs incurred increased by a reasonable trade margin.

3.1 Operating segments

The distribution of the operating segments on which information is disclosed coincides with the information usually handled by Management. The operating segments defined by the Group are as follows:

Slots:

It owns and operates slot machines in bars, cafés, restaurants and amusement arcades in Spain and Italy. It also provides machine interconnection services in Italy.

B2B:

It designs, manufactures and distributes slot machines and gaming kits for the Spanish and international markets. The division sells directly or through distributors to other divisions of the Group, mainly slot division, and third parties

Casinos:

The Group operates with two types of casinos, traditional casinos, which include table games and casino slot machines, and electronic casinos which only operate with casino slot machines.

Bingos:

Operation of bingo halls mainly in Spain and, to a lesser extent, in Italy and Mexico. These halls operate through the sale of bingo cards to customers and, to a lesser extent, through slot machines and restaurant services.

Bets:

The Group's corporate purpose consists in the marketing and operation of bets at own or third-party halls, performance of related activities and manufacture of gaming material for bets. Additionally, the Group operates online bets and games in Spain and abroad.

Other segments:

Segments that aggregately represent less than 10% of total external and internal revenue, less than 10% of the combined result of all segments with aggregated benefits, and less than 10% of total assets have been considered as irrelevant. Thus, no specific information thereon is provided and they have been grouped together under this generic caption.

The table below shows information on the income and results, certain information on assets and liabilities, and other information regarding these business segments at December 31, 2021 and 2020.

"Other segments" also includes the Group's administrative and management structure.

2021

(Thousands of euros)	Slots	B2B	Casinos	Bingos	Bets	Structure, other and eliminations	Total
Assets by segment							
Allocated non-current assets	924,738	37,394	910,240	276,359	139,936	459,446	2,748,113
Unallocated non-current assets	-	-	-	-	-	98,595	98,595
Allocated current assets	164,334	43,370	83,257	29,501	24,248	70,612	415,322
Total Assets	1,089,072	80,764	993,497	305,860	164,184	628,653	3,262,030
Liabilities by segment							
Allocated liabilities	(894,626)	(51,921)	(364,786)	(175,449)	(67,131)	(1,354,935)	(2,908,848)
Unallocated liabilities	-	-	-	-	-	(230,432)	(230,432)
Total Liabilities	(894,626)	(51,921)	(364,786)	(175,449)	(67,131)	(1,585,367)	(3,139,280)
Operating income net of variable rent							
Sales to external customers	523,258	29,340	322,677	133,086	125,383	(16,441)	1,117,303
Intragroup revenue	7,061	21,826	1,551	3,032	4,501	(37,971)	-
Total operating income net of variable rent	530,319	51,166	324,228	136,118	129,884	(54,412)	1,117,303
Profit/(loss)							
EBITDA (*)	152,883	451	135,354	33,381	23,008	(13,641)	331,436
Finance income	2,287	162	2,513	792	2,086	(6,765)	1,075
Finance costs	(37,158)	(1,119)	(9,752)	(5,392)	(1,794)	(95,246)	(150,461)
Profit/(loss) before tax	4,470	(7,125)	(13,994)	(24,588)	5,247	(122,337)	(158,327)
Income tax	(6,260)	1,686	1,698	5,779	(159)	9,506	12,250
Profit/(loss) after tax	(1,789)	(5,439)	(12,296)	(18,809)	5,088	(112,832)	(146,077)
Non-monetary expenses							
Charge to depreciation and amortization and impairment of assets	(108,561)	(6,426)	(130,365)	(48,456)	(18,664)	6,804	(305,668)
Change in operating provisions	(2,057)	(111)	(233)	-	(408)	2,287	(522)
Other significant expenses							
Employee benefits expense	(64,734)	(17,791)	(59,625)	(33,871)	(20,245)	(12,566)	(208,832)
Utilities and external services	(58,684)	(6,155)	(73,464)	(39,327)	(69,006)	34,445	(212,191)
Gaming taxes	(226,241)	(156)	(52,193)	(23,602)	(17,073)	50	(319,215)
Other segment information							
Investment in non-current assets (cash flow)	60,369	2,649	32,336	8,009	6,742	205	110,310
Investments in associates (balance sheet):	21,737	-	-	7,991	-	-	29,728
Non-controlling interests (profit and loss)	5,825	-	377	(413)	(992)	-	4,797

(*) EBITDA is defined for financial reporting purposes, as profit or loss before income tax, finance income or costs, profit or loss from investments in associates, profit or loss from sale/derecognition of non-current assets, change in operating provisions and depreciation and amortization charges and impairment.

2020

(Thousands of euros)	Slots	B2B	Casinos	Bingos	Bets	Structure, other and eliminations	Total
Assets by segment							
Allocated non-current assets	926,882	35,059	940,465	274,216	135,819	562,810	2,875,251
Unallocated non-current assets	-	-	-	-	-	98,584	98,584
Allocated current assets	138,262	34,516	66,356	28,919	23,587	106,900	398,540
Total Assets	1,065,144	69,575	1,006,821	303,135	159,406	768,294	3,372,375
Liabilities by segment							
Allocated liabilities	(875,000)	(34,761)	(397,951)	(168,361)	(59,504)	(1,329,574)	(2,865,151)
Unallocated liabilities	-	-	-	-	-	(248,078)	(248,078)
Total Liabilities	(875,000)	(34,761)	(397,951)	(168,361)	(59,504)	(1,577,652)	(3,113,229)
Operating income net of variable rent							
Sales to external customers	458,623	18,162	177,055	92,374	106,616	(10,460)	842,370
Intragroup revenue	7,574	21,648	1,274	2,112	3,852	(36,460)	-
Total operating income net of variable rent	466,197	39,810	178,329	94,486	110,468	(46,920)	842,370
Profit/(loss)							
EBITDA (*)	85,727	(4,007)	34,157	5,569	18,716	(14,110)	126,052
Finance income	25,237	48	3,076	720	2,074	(29,968)	1,187
Finance costs	(38,237)	(511)	(8,007)	(4,289)	(482)	(100,391)	(151,917)
Profit/(loss) before tax	(52,684)	(12,149)	(140,953)	(54,015)	6,264	(80,081)	(333,618)
Income tax	7,830	2,902	30,074	16,801	(1,818)	9,086	64,875
Profit/(loss) after tax	(44,853)	(9,248)	(110,879)	(37,215)	4,446	(70,994)	(268,743)
Non-monetary expenses							
Charge to depreciation and amortization and impairment of assets	(118,200)	(7,122)	(144,124)	(50,872)	(13,480)	7,325	(326,473)
Change in operating provisions	(3,385)	(348)	147	(1)	(364)	(4,663)	(8,614)
Other significant expenses							
Employee benefits expense	(62,485)	(17,554)	(53,201)	(31,686)	(19,044)	(18,245)	(202,215)
Utilities and external services	(56,931)	(6,363)	(58,211)	(32,905)	(56,201)	31,069	(179,542)
Gaming taxes	(239,239)	(165)	(30,094)	(19,486)	(15,824)	(94)	(304,902)
Other segment information							
Investment in non-current assets (cash flow)	60,138	2,984	40,246	14,357	6,260	1,162	125,147
Investments in associates (balance sheet):	19,615	-	-	9,734	-	-	29,349
Non-controlling interests (profit and loss)	(944)	10	(12,280)	(890)	-	-	(14,104)

(*) EBITDA is defined for financial reporting purposes, as profit or loss before income tax, finance income or costs, profit or loss from investments in associates, profit or loss from sale/derecognition of non-current assets, change in operating provisions and depreciation and amortization charges and impairment.

3.2 Information on geographical segments

In the presentation of information by geographic segments, sales are based on the destination country and the assets on their location. The table below shows this information at December 31, 2021 and 2020:

2021

(Thousands of euros)	Sales to external customers	Inter-segment sales	Total revenue by segment	Assets by segment	Investments in non-current assets
Spain	610,527	65,338	675,865	1,243,886	69,689
Latin America	344,064	277	344,341	1,450,312	36,892
Italy	162,712	-	162,712	129,510	3,729
Eliminations and other	-	(65,615)	(65,615)	438,322	-
	1,117,303	-	1,117,303	3,262,030	110,310

2020

(Thousands of euros)	Sales to external customers	Inter-segment sales	Total revenue by segment	Assets by segment	Investments in non-current assets
Spain	479,668	50,464	530,132	1,252,306	69,605
Latin America	186,840	308	187,148	1,525,722	49,996
Italy	175,862	-	175,862	124,278	5,546
Eliminations and other	-	(50,772)	(50,772)	470,069	-
	842,370	-	842,370	3,372,375	125,147

4. BUSINESS COMBINATIONS AND ACQUISITIONS OF SUBSIDIARIES

4.1 Acquisitions in 2021

The breakdown of the amounts related to acquisition in 2021 is as follows:

Name and description of the entities and business	Acquisition date	Acquisition cost	(Thousands of euros)	
			Fair value of the assets acquired	Installation rights
Bet on Red, S.A.	April 2021	11,868	1,184	10,684
Haes, S.A.	April 2021	150	(638)	788
Coin Machines, S.A.	December 2021	13,200	5,535	7,665
Piscis 28 Castilla y León, S.L.	December 2021	8,800	6,276	2,524

Had the acquisition taken place at the beginning of the year, consolidated operating income in 2021 would have increased by 12,790 thousand euros and consolidated profit/(loss) for the year 2021 would have decreased by 192 thousand euros. Additionally, since their acquisition date these companies have contributed net profit to the Group amounting to 137 thousand euros.

4.2 Acquisitions in 2020

The breakdown of the amounts related to acquisition in 2020 is as follows:

Name and description of the entities and business	Acquisition date	(Thousands of euros)		
		Acquisition cost	Fair value of the assets acquired	Installation rights
Playspace, S.L.	November 2020	11,814	1,853	9,961

Had the acquisition taken place at the beginning of the year, consolidated operating income in 2020 would have increased by 5,592 thousand euros and consolidated profit/(loss) for the year 2020 would have increased by 236 thousand euros. Additionally, since its acquisition date this company has contributed net profit to the Group amounting to 160 thousand euros.

5. GOODWILL

The breakdown of and movements in goodwill by operating segment is as follows:

2021

(Thousands of euros)	2020	Additions	Other	2021
Slots	555,676	-	-	555,676
Casinos	486,980	-	(134)	486,846
Bingos	147,716	-	-	147,716
Bets	38,237	-	-	38,237
	1,228,609	-	(134)	1,228,475

2020

(Thousands of euros)	2019	Additions	Other	2020
Slots	552,898	-	2,778	555,676
Casinos	481,339	2,037	3,604	486,980
Bingos	146,590	-	1,126	147,716
Bets	38,237	-	-	38,237
	1,219,064	2,037	7,508	1,228,609

Goodwill arose mainly due to the acquisition in 2018 of the Cirsa Gaming Corporation, S.A. Group and subsidiaries and significant acquisitions carried out in 2019.

At December 31, 2021 and 2020 there have been no impairment losses on goodwill (Note 10.1).

Note 10 below shows the several items related to the potential impairment test conducted on the Group's assets.

6. OTHER INTANGIBLE ASSETS

6.1 Movements

2021

(Thousands of euros)	Balance at January 1, 2021	Additions	Disposals	Transfers	Currency translation differences and other changes	Balance at December 31, 2021
COST						
Development costs and patents	77,047	2,517	-	(203)	362	79,723
Service concession arrangements	68,532	955	(5)	-	1,203	70,685
Installation rights	1,471,822	74,606	(138,187)	-	32,976	1,441,217
Transfer rights	12,580	-	(86)	-	388	12,882
Software	42,951	3,739	(30)	247	438	47,345
Prepayments and other	152	42	-	-	(91)	103
	1,673,084	81,859	(138,308)	44	35,276	1,651,955
AMORTIZATION						
Development costs and patents	(64,487)	(5,483)	-	-	(256)	(70,226)
Service concession arrangements	(46,881)	(6,278)	4	-	(260)	(53,415)
Installation rights	(491,842)	(147,751)	131,929	-	(235)	(507,899)
Transfer rights	(8,972)	(925)	70	-	(257)	(10,084)
Software	(33,258)	(4,339)	26	-	(329)	(37,900)
	(645,440)	(164,775)	132,028	-	(1,337)	(679,524)
Impairment losses	(25,205)	(3,797)	1,143	-	1	(27,858)
Net carrying amount	1,002,439	(86,714)	(5,136)	44	33,940	944,573

2020

(Thousands of euros)	Balance at January 1, 2020	Additions	Disposals	Transfers	Currency translation differences and other changes	Balance at December 31, 2020
COST						
Development costs and patents	70,972	7,037	(3)	-	(959)	77,047
Service concession arrangements	68,912	832	-	-	(1,212)	68,532
Installation rights	1,537,875	53,128	(23,338)	-	(95,843)	1,471,822
Transfer rights	13,618	256	(210)	-	(1,084)	12,580
Software	45,333	7,160	(7,937)	551	(2,156)	42,951
Prepayments and other	42	146	(36)	-	-	152
	1,736,752	68,559	(31,524)	551	(101,254)	1,673,084
AMORTIZATION						
Development costs and patents	(56,886)	(8,081)	2	-	478	(64,487)
Service concession arrangements	(41,176)	(5,975)	-	-	270	(46,881)
Installation rights	(373,334)	(140,492)	21,262	-	722	(491,842)
Transfer rights	(8,761)	(726)	95	-	420	(8,972)
Software	(36,517)	(3,545)	5,038	-	1,766	(33,258)
	(516,674)	(158,819)	26,397	-	3,656	(645,440)
Impairment losses	(13,129)	(13,115)	1,032	-	7	(25,205)
Net carrying amount	1,206,949	(103,375)	(4,095)	551	(97,591)	1,002,439

The *Additions* column in 2021 includes the effect of business combinations (Note 4), which has amounted to an overall gross value of 33,404 thousand euros (19,146 thousand euros in the prior year) and accumulated amortization of 2,168 thousand euros (3,143 thousand euros in the prior year). These amounts related almost entirely to *Installation rights*, just like in 2020.

Most of the rest of additions in 2021 and 2020 included in *Installation rights* mainly relate to the non-refundable payment in exchange for the exclusive rights to operate the halls where the slot machines were located. The disposals in this caption for both years mainly relate to installation rights pending amortization in halls that had either closed or decided not to operate the machines for profitability reasons, and to no longer fully amortized installations rights in force.

6.2 Development costs and patents

They mainly correspond to:

- Industrial companies: Creation of new models of slot machines and technological innovation for them. The net value at December 31, 2021 and 2020 is 3,818 and 5,309 thousand euros, respectively.
- Companies engaged in lotteries and interactive products: Software development for online gaming applications. The net value at December 31, 2021 and 2020 is 3,776 thousand euros and 2,722 thousand euros, respectively.

The internal cost of developing new models of slot machines and software for on-line games by the B2B division of the Group is recorded as development costs and patents with a charge to the corresponding expenses according to their nature in the consolidated statement of comprehensive income. Said work performed by the Group for its intangible assets in 2021 and 2020 amounts to 2,214 and 3,264 thousand euros, respectively.

Research and development costs recognized as an expense in 2021 amount to 26 thousand euros (7 thousand euros at December 31, 2020) (Note 20.2).

6.3 Service concession arrangements

The most significant items in the gross balance of service concession arrangements at December 31, 2021 are as follows:

- Official contract to manage and operate slot machine halls in the Republic of Panama, mainly expiring in 2038, for an amount of 14,069 thousand euros (12,904 thousand euros at December 31, 2020). The net value of this concession at December 31, 2021 amounts to 11,253 thousand euros (11,054 thousand euros at December 31, 2020).
- Licenses of video terminals acquired by Cirsa Italia S.p.A. for an amount of 40,786 thousand euros (40,786 thousand euros at December 31, 2020). The net value of this concession at December 31, 2021 amounts to 97 thousand euros (4,177 thousand euros at December 31, 2020). These licenses expire in March 2022 and are expected to be extended until the new concessions are put out to tender.

6.4 Installation rights

This caption includes the amounts given in exchange for the exclusive rights to operate in the halls where slot machines are located, for a net carrying amount of 126,388 thousand euros, and the value allocated in the business combinations carried out since 2018, for a net carrying amount of 806,930 thousand euros.

6.5 Impairment losses

The impairment losses recorded during 2021 mainly correspond to the impairment of installation rights for an amount of 5,123 thousand euros (11,644 thousand euros in 2020), which have been registered as a result of the impairment test made on the Group's assets (Note 10).

6.6 Other information

At 2021 year end, the net value of intangible assets in foreign companies amounts to 603,868 thousand euros (680,393 thousand euros at 2020 year end).

7. PROPERTY, PLANT AND EQUIPMENT

7.1 Movements

2021

(Thousands of euros)	Balance at January 1, 2021	Additions	Disposals	Transfers	Currency translation differences and other changes	Balance at December 31 2021
Cost						
Land and buildings	94,448	463	(1,147)	89	(176)	93,677
Technical installations	139,721	4,701	(3,089)	969	1,280	143,582
Machinery	604,776	33,317	(84,938)	3,139	7,215	563,509
Data processing equipment	73,826	2,377	(589)	150	739	76,503
Transport equipment	3,553	379	(407)		57	3,582
Other installations, tools, furniture, and other PP&E	369,274	10,149	(2,625)	1,444	10,688	388,930
Property, plant and equipment under construction	9,123	11,355	(3,243)	(5,835)	583	11,983
	1,294,721	62,741	(96,038)	(44)	20,386	1,281,766
Depreciation						
Buildings	(41,266)	(6,220)	553	0	(535)	(47,468)
Technical installations	(96,591)	(10,869)	643	(185)	(998)	(108,000)
Machinery	(486,856)	(61,875)	75,165	194	(7,161)	(480,533)
Data processing equipment	(66,560)	(4,495)	284	(239)	(87)	(71,097)
Transport equipment	(3,143)	(283)	299	0	63	(3,064)
Other installations, tools, furniture, and other PP&E	(276,211)	(19,847)	1,816	230	(8,222)	(302,234)
	(970,627)	(103,589)	78,760	0	(16,940)	(1,012,396)
Impairment losses	(5,186)	(399)	2,986	0	38	(2,561)
Net carrying amount	318,908	(41,247)	(14,292)	(44)	3,484	266,809

2020

(Thousands of euros)	Balance at January 1, 2020	Additions	Disposals	Transfers	Currency translation differences and other changes	Balance at December 31 2020
Cost						
Land and buildings	106,029	737	(5,994)	2,708	(9,032)	94,448
Technical installations	145,798	3,287	(1,834)	678	(8,208)	139,721
Machinery	651,272	44,901	(48,134)	4,088	(47,351)	604,776
Data processing equipment	75,799	3,313	(3,119)	562	(2,729)	73,826
Transport equipment	3,998	115	(383)	7	(184)	3,553
Other installations, tools, furniture, and other PP&E	373,973	12,626	(3,276)	3,766	(17,817)	369,272
Property, plant and equipment under construction	11,294	11,530	(1,755)	(12,360)	414	9,123
	1,368,163	76,509	(64,495)	(551)	(84,907)	1,294,719
Depreciation						
Buildings	(40,270)	(6,073)	2,123	-	2,954	(41,266)
Technical installations	(92,986)	(11,019)	1,126	-	6,288	(96,591)
Machinery	(489,198)	(67,370)	33,780	1	35,931	(486,856)
Data processing equipment	(66,851)	(4,436)	2,458	(1)	2,270	(66,560)
Transport equipment	(3,490)	(154)	355	-	147	(3,142)
Other installations, tools, furniture, and other PP&E	(272,307)	(19,931)	2,573	-	13,455	(276,210)
	(965,102)	(108,983)	42,415	-	61,045	(970,625)
Impairment losses	(5,492)	(1,719)	1,624	-	401	(5,186)
Net carrying amount	397,569	(34,193)	(20,456)	(551)	(23,461)	318,908

The “Additions” column in 2021 mainly shows:

- The effect of the other business combinations (Note 4), which has amounted to an overall gross value of 5,893 thousand euros (172 thousand euros in the prior year) and accumulated depreciation of 3,334 thousand euros (95 thousand euros in the prior year).
- Investments in assets in Spain (33,528 thousand euros), Colombia (3,860 thousand euros), and Panama (7,945 thousand euros) mainly to renovate some already-installed halls, and additions of property, plant and equipment under construction amounting to 11,355 thousand euros as a result of the renovation and expansion of casinos, mainly in Latin American countries.

Additions in 2020 also included investments in assets in Spain (30,451 thousand euros), Colombia (6,869 thousand euros), Italy (4,358 thousand euros), Peru (4,107 thousand euros) and Panama (10,741 thousand euros) mainly to renovate some already-installed halls, and additions of property, plant and equipment under construction amounting to 11,530 thousand euros as a result of the renovation and expansion of casinos, mainly in Latin American countries.

The “Disposals” column in 2021 and 2020 includes sales of several assets and other disposals, basically due to the replacement of slot machines, which in 2021 resulted in losses of 2,470 thousand euros (losses of 1,672 thousand euros in the prior year).

7.2 Work performed by the Group and capitalized

The cost value of the machines manufactured by group companies that after being sold to operational companies of the Cirsá Group are operated by them is recorded as property, plant and equipment with a charge to the corresponding expenses according to their nature in the consolidated statement of comprehensive income. The work performed by the Group and capitalized as property plant and equipment in 2021 and 2020 amounts to 27,398 and 29,603 thousand euros, respectively.

7.3 Assets used as guarantees

Several property, plant and equipment items, whose net value at December 31, 2021 and 2020 was 355 and 1,355 thousand, respectively, were used as guarantee for mortgage loan debts.

7.4 Assets subject to charges and limitations

All assets can be freely used, except for the assets used as guarantees indicated in Note 7.3 and those acquired under finance lease arrangements, whose net carrying amount is 1,537 thousand euros at December 31, 2021 (1,478 thousand euros at December 31, 2020).

7.5 Assets located outside of Spain

The net value of the assets located outside of Spain amounts to 128,303 thousand euros at December 31, 2021 (167,704 thousand euros at December 31, 2020).

7.6 Investment commitments

Firm investment commitments amount to 1,117 thousand euros at December 31, 2021 (442 thousand euros at December 31, 2020).

8. INVESTMENTS IN ASSOCIATES

This caption includes the following investments:

2021

(Thousands of euros)	Book value of the investment	Assets	Liabilities	Operating income	Profit/(loss) for the period
AOG, S.R.L.	7,991	20,738	19,597	19,722	(4,420)
Unión de Operadores Reunidos, S.A.	20,985	16,867	3,425	19,153	3,583
Other	752	26,520	15,363	32,492	470
	29,728	64,125	38,385	71,367	(367)

2020

(Thousands of euros)	Book value of the investment	Assets	Liabilities	Operating income	Profit/(loss) for the period
AOG, S.R.L.	9,734	18,558	14,383	43,533	(4,984)
Unión de Operadores Reunidos, S.A.	19,194	14,089	4,719	10,274	1,002
Other	421	16,831	11,246	23,872	(1,777)
	29,349	49,478	30,348	77,679	(5,759)

The associates consolidated using the equity method had no contingent liabilities or capital commitments at December 31, 2021 and 2020.

The annual variation in the "Investments in associates" caption is as follows:

(Thousands of euros)	2021	2020
Balance at January 1	29,349	32,887
Share in profit/(loss) for the year	379	(3,538)
Balance at December 31	29,728	29,349

The transactions carried out during the 2021 and 2020 between the above-listed companies and the companies accounted for using the full consolidation method are not relevant.

9. FINANCIAL ASSETS

This caption consists of the following balances:

(Thousands of euros)	2021			2020		
	Non-current	Current	Total	Non-current	Current	Total
<u>Loans and receivables</u>						
Joint ventures and associates	697	1,833	2,530	317	1,388	1,705
Loans to third parties	23,937	-	23,937	23,441	-	23,441
Guarantees and deposits	10,260	10,535	20,795	9,097	7,796	16,893
Fixed income securities and deposits	-	4,307	4,307	-	341	341
Trade and other receivables	-	115,733	115,733	-	114,332	114,332
Other	7,320	786	8,106	7,920	1,177	9,097
	42,214	133,194	175,408	40,775	125,034	165,809
Impairment losses	(460)	(32,115)	(32,575)	(419)	(37,344)	(37,763)
	41,754	101,079	142,833	40,356	87,690	128,046

The Group considers that the fair values of these do not differ significantly from the amounts recorded.

The accumulated balance of impairment losses on non-current financial assets mainly relates to loans to third parties, whereas the amount of impairment losses on current financial assets mainly relates to trade and other receivables (31,103 and 36,417 thousand euros at December 31, 2021 and 2020, respectively). The remainder of the balance amounting to 1,012 thousand euros corresponds to impairment losses on current financial investments (927 thousand euros at December 31, 2020).

9.1 Loans and receivables

Balances with joint ventures and associates

This caption breaks down as follows:

(Thousands of euros)	2021	2020
Current accounts with joint ventures and associates and loans	697	317
Trade transactions with associates	1,833	1,388
	2,530	1,705

(*) The amounts receivable from the joint ventures included in the table above are the remaining balances after the eliminations upon consolidation.

The annual maturity of these assets is as follows:

(Thousands of euros)	2021	2020
Within 1 year	1,833	1,388
Between 1 and 2 years	-	-
Between 2 and 3 years	-	-
Between 3 and 4 years	697	-
Between 4 and 5 years	-	317
	2,530	1,705

The average interest rate of these assets in 2021 was 0.5% (2020: 0.5%).

Loans to third parties

The breakdown of non-current loans to third parties is as follows:

(Thousands of euros)	2021	2020
Mortgage loan in US dollars to a company that owns a hotel in Dominican Republic where a casino operated by the Group is located. It earns an annual interest of 5%.	7,371	6,983
Accounts receivable from the industrial division.	2,290	3,181
Other	14,276	13,277
	23,397	23,441

The breakdown of maturity dates for non-current loans to third parties is as follows:

(Thousands of euros)	2021	2020
Between 1 and 2 years	13,950	13,479
Between 2 and 3 years	2,208	2,481
Between 3 and 4 years	1,328	742
Between 4 and 5 years	1,189	769
More than 5 years	5,262	5,970
	23,937	23,441

Trade and other receivables

This caption consists of the following balances:

(Thousands of euros)	2021	2020
Trade receivables	49,077	34,742
Impairment losses	(31,103)	(36,417)
Public administrations	24,883	28,163
Other accounts receivable	41,773	51,427
	84,630	77,915

“Receivables from Public administrations” mainly correspond to payments on account of income tax, VAT and other tax receivables.

“Other receivables” mainly relates to loans granted to establishments and sub-operators.

The balance of “Trade and other receivables” is shown net of impairment loss. The movements in the impairment loss allowance are as follows:

(Thousands of euros)	2021	2020
Balance at January 1	37,344	37,426
Net charges for the year	2,706	4,610
Utilized	(8,202)	(4,702)
Additions of companies	267	10
Balance at December 31	32,115	37,344

During 2020 and 2021, because of the pandemic and its effect on the business, a comprehensive analysis has been made of expected credit losses in the different markets in which the Group operates, resulting in an increase in the amount charged to provisions compared to prior years.

The Group has established credit periods between 90 and 150 days, while the average collection period is approximately of 120 days at December 31, 2021 (120 days at December 31, 2020).

10. IMPAIRMENT TEST

Method for determining the recoverable amount of cash-generating units and key assumptions used

The Group assesses annually whether there is an indication that its non-financial assets (goodwill and other non-current assets) may be impaired.

The Group determines the recoverable amount of cash-generating units based on the value-in-use principle. Value in use is equal to the net present value of projected future cash flows derived from the operating assets of each identified unit.

Cash flow projection

Future cash flows for each cash-generating unit have been estimated using projection models that integrate the most relevant operating, financial and macroeconomic indicators in each case. The explicit projection horizon has been five years. From then on, terminal value has been estimated as permanent income calculated at a constant growth rate.

Projection for the first year considers the detailed operating plan approved for each business unit for the year 2022, adjusted, where appropriate, by the estimated impact of relevant changes on regulations, competitive environment, business model or performance of each unit.

Projections for the years 2023 through 2025 consider the detailed strategic plan approved for each business unit which take into account the best estimate of expected business evolution. These projections are based on the recovery of commercial activity in each region and the estimated evolution of demand curves projecting a gradual recovery of revenue. They have been discounted considering the theoretical curve of gradual recovery of revenue over 2022, projecting gradual recovery until revenue reaches pre-pandemic levels.

The rate used to discount cash flows corresponds to the weighted average cost of capital, calculated for each unit. The weighted average cost of capital considers the cost of own and third-party capital, weighing them in accordance with a defined target capital structure. The cost of own capital varies, for each unit, depending on the corresponding market risk premium and the specific risk of the country in which it operates, including foreign currency risk. For practical reasons, the discount rates used are after-tax rates. Additionally, discounted cash flows include tax effects.

The growth rate used to calculate the terminal value of each unit is mainly based on the annual variance of the consumer price index considered by long-term macroeconomic projections for each country; that is, growth in real terms is not considered. For cash-generating units whose functional currency is not the euro, cash flow projections are made in the corresponding local currency and their net present value is translated into euros at the exchange rate prevailing at December 31, 2021.

The usual methodology for calculating the average cost of capital mainly uses observable data from external sources.

The cost of debt has been estimated based on the weighted average cost of corporate bond issues.

10.1 On goodwill

Cash-generating units

Goodwill acquired through business combinations and any other intangible assets with indefinite useful lives have been attributed to cash-generating units for impairment testing. The breakdown of cash-generating units is as follows:

- Operational segment in Spain and Italy.
- Bingo groups in Spain and Mexico.
- Casinos in Spain, Panama, Colombia, Mexico, Dominican Republic, Peru, Costa Rica and Morocco.
- Bets in Spain and other countries (Sportium).

Impairment test

At December 31, 2021 it has been determined based on a calculation of the value in use using cash flow projections for the Group's operating and strategic plans for a 5-year period. Perpetual discount and growth rates applied (beyond 5-year projections) are detailed in "Key assumptions" below.

Key assumptions

Budgeted gross margins - the bases for determining the value allocated to the budgeted gross margins is the average of the gross margins obtained in the year, increased by expected efficiency improvements. From year five onwards projections are extrapolated using a growth rate similar to the growth rate equivalent to expected inflation.

Increase in costs - the basis for determining the value allocated to the increase in costs is the price index expected during the year for the different countries and segments. The values allocated to the key assumptions are consistent with external information sources.

Discount rates - the basis for determining the discount rate applied in the cash flow projections is determined based on the specific risk of each cash-generating unit, considering the type of activity and countries in which they are located.

Growth rate - the basis for determining the growth rate used to extrapolate the flows to obtain the terminal value is the expected growth rate of inflation in each geographical area.

The discount and growth rates used for each country comprising the several CGUs are as follows:

Geographical areas	Discount rate	Growth rate
Spain	6.90%	1.71%
Italy	7.10%	1.32%
Mexico	7.10%	3.00%
Colombia	7.20%	2.99%
Panama	7.50%	2.00%
Costa Rica	9.50%	3.00%
Peru	6.80%	2.52%
Dominican Republic	10.00%	4.03%
Morocco	7.60%	2.00%

Test results

As a result of the impairment tests on goodwill carried out in 2021 and 2020, no impairment adjustments needed to be recorded.

CGU	Goodwill	Value in use:	Headroom/ (impairment)
2021			
Slots	555,676	1,728,606	1,172,930
Casinos	486,846	2,121,610	1,634,764
Bingos	147,716	756,919	609,203
Bets	38,237	228,128	189,891
2020			
Slots	555,676	1,295,692	740,016
Casinos	486,980	1,544,220	1,057,240
Bingos	147,716	649,691	501,975
Bets	38,237	270,058	231,821

Sensitivity analysis

The Group has done a sensitivity analysis for the aforementioned key assumptions.

The table below shows by how many percentage points discount and growth rates should increase or decrease, on an individual basis, in the several countries that comprise each of the CGUs so that the difference between the value in use and the carrying amount of their net operating assets is null:

CGU	Discount rate	Growth rate
2021		
Slots	6.50%	(8.50%)
Casinos	7.10%	(9.30%)
Bingos	7.60%	(10.30%)
Bets	13.00%	(21.00%)

Based on this analysis, the Group has concluded that the possibility of reaching these values in some of the assumptions made is not reasonable. Therefore, no reasonably possible change in the assumptions has occurred that would entail the need to record impairment losses on the assets of each cash-generating unit.

10.2 Other assets

Impairment indicators used by the Group to determine the need of an impairment test on other non-current assets, among others, are as follows:

- Significant drop of the result over the same period in the prior year, and/or over the budget.
- Legislative changes in progress or planned, which could lead to negative effects.
- Change of strategy or internal expectations regarding a particular business or country.
- Position of competitors and their launches of new products.
- Slowdown of income or difficulties in selling at expected prices.
- Change in habits and attitudes of users, and other elements specific to each division.

At December 31, 2020 and 2021, based on the results of the impairment tests under discounted cash flows from assets with finite useful lives, impairment losses of 5,123 thousand euros have been recorded (corresponding entirely to installation rights in Peru in 2020 and installation rights in Costa Rica in 2021), mainly due to more prudent estimates of future cash flows from the casinos in the said countries.

11. INVENTORIES

The breakdown of inventories by category, net of impairment, is as follows:

(Thousands of euros)	2021	2020
Raw and auxiliary materials	8,087	6,137
Spare parts and others	6,285	7,668
Finished goods	2,104	2,723
Work in progress	1,914	982
Prepayments to suppliers	967	851
	19,357	18,361

Inventories correspond mainly to the manufacture and marketing of slot machines carried out by Group companies.

The balance of inventories is shown net of impairment loss. Movements in the impairment loss allowance are as follows:

(Thousands of euros)	2021	2020
Balance at January 1	1,634	1,022
Net charges for the year	1,620	1,140
Write-offs	(409)	(528)
Balance at December 31	2,845	1,634

The write-off in 2021 and 2020 corresponds to the destruction of several inventories from the industrial division.

12. CASH AND CASH EQUIVALENTS

For consolidated cash-flow statement purposes, cash and cash equivalents include the following items:

(Thousands of euros)	2021	2020
Cash	46,448	37,357
Current accounts	193,166	208,885
Deposits under 3 months	1	1
Cash in hoppers	40,586	37,024
	280,201	283,267

These assets are unrestricted and earn market interest rates.

13. EQUITY

13.1 Subscribed capital and share premium

At December 31, 2021 and 2020 the Parent Company's share capital consisted of 70,663 thousand registered shares with a face value of 1 euro each after a capital increase was carried out on July 2, 2018 with a share premium for an aggregated amount (capital increase plus share capital) of 706,603 thousand euros. In 2021 there was a share premium refund for an amount of 210 thousand euros. In 2020 the share premium was refunded for an amount of 8,597 thousand euros. The Sole Shareholder of the Parent Company is LHMC Midco, S.a.r.l. and all shares bear the same obligations and voting and economic rights. The fund that holds the shares of the Cirsa Enterprises Group is ultimately controlled by The Blackstone Group.

All shares are pledged in favor of six financial institutions as a guarantee of a credit line.

13.2 Retained earnings

The balance of this caption includes reserves of the Parent Company, which are non-distributable.

Legal reserve

In accordance with the Spanish Corporate Enterprises Act, Spanish companies obtaining profit will assign 10% of profit to the legal reserve, until its balance is equivalent to at least 20% of share capital. As long as it does not exceed this limit, the legal reserve can only be used to offset losses if no other reserves are available. This reserve can also be used to increase capital by the amount exceeding 10% of the new capital after the increase.

At December 31, 2021 and 2020 the Parent Company's legal reserve has not been set aside.

Additionally, the Group Spanish subsidiaries have provided the legal reserves at the amount required by the prevailing legislation.

13.3 Non-controlling interests

The balances related to non-controlling interests are as follows:

(Thousands of euros)	Balance in statement of financial position		Share in profit/(loss)	
	2021	2020	2021	2020
Division				
Casinos	81,389	91,378	377	(12,280)
Slots	5,337	132	5,825	(944)
B2B	-	-	-	10
Bingos	11,148	12,562	(413)	(890)
Bets	(475)	-	(992)	-
	97,399	104,072	4,797	(14,104)

The inter-annual variation of balances in the consolidated statement of financial position is as follows:

(Thousands of euros)	2021	2020
Balance at January 1	104,072	131,194
Share in profit/(loss) for the year	4,798	(14,104)
Currency translation differences	(1,566)	(4,259)
Net impact due to business combinations	528	-
Dividends paid	(9,032)	(5,306)
Other disposals	(1,401)	(3,453)
Balance at December 31	97,399	104,072

The movements in 2021 correspond to the non-controlling interests' share in the profit/(loss) of companies, to dividends paid and to additions and disposals due to changes in scope.

14. CORPORATE BONDS

The breakdown of the issues of bonds carried out by the Group are as follows:

Issue date	Initial nominal amount (M)	Currency	Maturity	Quoted price at 12.31.2021	Interest rate	Balance in statement of financial position	
						2021	2020
July 18	663	EUR	December 2023	101.49%	6.250%	557,272	656,255
July 18	550	USD	December 2023	-	7.875%	-	392,160
May 19	390	EUR	May 2025	99.63%	4.750%	385,545	384,080
August 19	490	EUR	September 2025	97.77%	3m Euribor + 3.625%	486,351	485,234
September 21	615	EUR	March 2027	98.25%	4.500%	613,579	-
						2,042,747	1,917,729

At December 31, 2021 the outstanding nominal amount of the issue dated July 2018 (euros) is 563 million euros (663 million euros at December 31, 2020).

In 2021 an additional corporate bond issue amounting to 615 million euros has been carried out. The funds have been partially used for the early redemption of a portion of the 2018 issue, specifically 100 million euros and the entire issue carried out in USD (nominal amount of 495 million US dollars).

The issue dated July 2018 was made below par value at a price of 97.75%. All other issues were made at par value.

Contracts subscribed in relation to the bonds issued by the subsidiaries in Luxembourg regulate certain obligations and commitments by the Group, which include, among others, the supply of periodic information, the maintenance of titles of ownership in subsidiaries, the restriction on disposal of significant assets, the limitation on payment of dividends, the limitation on starting-up new businesses, and the restriction on the Group granting guarantees and endorsements to third parties. At December 31, 2021 the Parent Company's Directors consider that all contractual obligations have been met.

The following companies act as guarantors of operations in bond issues:

Cirsa Enterprises, S.L.(*)	Cirsa Finance International, S.à.r.l.(**)
Cirsa Gaming Corporation, S.A	Casino Nueva Andalucía Marbella, S.A.U.
Cirsa International Business Corporation, S.L.U.	Juegomatic, S.A.U.
Uniplay, S.A.U.	Promociones e Inversiones de Guerrero, S.A.P.I. de C.V.
Cirsa Interactive Corporation, S.L.U.	Integración Inmobiliaria World de México, S.A. de C.V.
Universal de Desarrollos Electrónicos, S.A.U.	Gaming & Services de Panama S.A.
Genper, S.A.U.	Sportium Apuestas Digital, S.A.U.
Comercial de Desarrollos Electrónicos, S.A.U.	Barna Center, S.A.U.
Global Game Machine Corporation, S.A.U.	Elevalectrónicos Valencia, S.A.U.

(*) Guarantor of the bonds (parent company).

(**) Issuer of the bonds

Additionally, all the companies in the table above are guarantors of the revolving credit facility (Note 15) amounting to 200 million euros, with Cirsa Enterprises, S.L. as the borrower.

Accrued interest payable at December 31, 2021 amounts to 9,184 thousand euros (3,090 at December 31, 2020). Interest accrued in 2021 on the corporate bonds amounts to 107,694 thousand euros (2020: 112,062 thousand euros).

15. BANK BORROWINGS

The breakdown of bank borrowings at December 31, 2021 and 2020 is as follows:

(Thousands of euros)	2021			2020		
	Non-current	Current	Total	Non-current	Current	Total
Loans secured by mortgage guarantee	-	33	33	-	82	82
Other loans	63,317	18,833	82,150	63,654	21,333	84,987
RCF	-	201,517	201,517	-	257,770	257,770
Finance lease arrangements	733	390	1,123	1,028	428	1,456
Credit and discount lines	-	6,124	6,124	-	9,805	9,805
	64,050	226,897	290,947	64,682	289,418	354,100

Average interest rates accrued by these borrowings are as follows:

	Percentage	
	2021	2020
Loans	3.68%	3.73%
Finance lease arrangements	6.05%	5.97%
Credit and discount lines	2.26%	2.14%

The annual maturity date of these liabilities is as follows:

(Thousands of euros)	2021	2020
Within 1 year	226,897	289,418
Between 1 and 2 years	17,955	20,080
Between 2 and 3 years	10,624	15,434
Between 3 and 4 years	28,042	7,003
Between 4 and 5 years	5,325	22,112
More than 5 years	2,104	53
	290,947	354,100

At December 31, 2021 part of these liabilities, equal to 1,045 thousand euros, is denominated in US dollars (1,304 thousand euros at December 31, 2020).

The balance of "Other loans" includes a revolving credit facility with the following characteristics:

Amount:	200 million euros.
Maturity:	June 2023
Interest rate:	3%
Duration of drawdowns:	Up to 6 months (renewable at the Group's request)
Guarantees:	Pledge of several associates shares
No. of credit institutions:	6.

The initial drawdowns of this facility are subject to the fulfilment of certain financial leverage covenants, which have been met. These drawdowns can be renewed on a recurring basis at the Group's request for maximum periods of six months until maturity (June 2023).

At December 31, 2021 the Group has drawn down a total of 200 million euros from this credit line. At December 31, 2020 the Group had drawn down a total of 255 million euros from the aforementioned credit line and from a credit line of 55 million euros that has been cancelled in 2021.

At December 31, 2021 the undrawn amount of credit and discount facilities is 18,666 and 0 thousand euros, respectively. These figures amounted to 14,739 and 994 thousand euros, respectively, at prior year end.

Finally, at December 31, 2021 and 2020 the guarantees given by credit institutions and insurance companies to the Group, in connection with official concessions for gaming activities were 138,492 and 138,285 thousand euros, respectively.

16. OTHER NON-TRADE PAYABLES

The breakdown of this caption is the following:

(Thousands of euros)	2021			2020		
	Non-current	Current	Total	Non-current	Current	Total
Public administrations	-	71,968	71,968	10	113,295	113,305
Bills payable	154	1,207	1,363	617	3,415	4,032
Sundry creditors	31,998	134,871	166,868	35,406	116,436	151,842
	32,152	208,046	240,199	36,033	233,146	269,179

The “Public administrations” caption includes:

- Gaming taxes maturing in the short term (2021: 21,425 thousand euros; 2020: 18,638 thousand euros), outstanding settlements (not due for the personal income tax, VAT, social security contributions and similar concepts).
- Deferred taxes, in certain Spanish regions for an amount of 7,088 thousand euros. The interest accrued on these payables is the legal rate of interest.

“Bills payable” correspond mainly to debts arising from the acquisition of companies and operations of slot machines with deferred payment, discounted at market interest rate.

The “Non-current sundry creditors” caption mainly includes:

- Asset suppliers amounting to 1,599 thousand euros (5,808 thousand euros at prior year end).
- Non-current payable amount related to certain investments in Panama corresponding to a payable balance related to an investment agreement amounting to 6,264 thousand euros. The debt derived from this investment will be settled through 239 equal monthly instalments of 71 thousand dollars, including interest, the first payment being in February 2018 until February 2038. At December 31, 2021 the payable portion classified as non-current amounts to 5,000 thousand euros (4,923 thousand euros at December 31, 2020).
- Several payables for common transactions amounting to 15,702 thousand euros, with an undetermined maturity (15,536 thousand euros at prior year end).
- Non-current payable amount related to the acquisition of companies in Spain and the Dominican Republic at year end amounting to 2,627 thousand euros and 0 thousand euros, respectively (6,434 thousand euros and 672 thousand euros, respectively, at prior year end).

The “Current sundry creditors” caption mainly includes:

- Asset suppliers amounting to 14,549 thousand euros (24,980 thousand euros at 2020 year end).
- Payables for the rendering of services amounting to 42,141 thousand euros (43,384 thousand euros at December 31, 2020).
- Current borrowings amounting to 18,707 thousand euros (7,764 thousand euros at prior year end), notably including the payable portion in 2022 for the investments in Spain and the Dominican Republic mentioned above.
- Employee benefits payable amounting to 20,177 thousand euros (14,355 thousand euros in the prior year) (Note 20.1).

17. NON-CURRENT PROVISIONS

The breakdown of this caption is as follows:

(Thousands of euros)	2021	2020
Provisions for employee benefits	12,831	12,418
Tax contingencies	2,449	2,106
Other	788	848
Balance at December 31	16,068	15,372

The amount recognized in "Provisions for employee benefits" mainly consists of probable contingencies with the personnel in Italy, the incentive plan for the Group's executives, and retirement incentives.

At December 31, 2021 and 2020 the amount shown under the "Other" caption mainly consists of provisions for several risks and fines that are individually irrelevant.

The variation of the balance is as follows:

(Thousands of euros)	2021	2020
Balance at January 1	15,372	14,735
Net charges for the year	3,209	4,457
Provisions utilized	(2,310)	(3,409)
Exchange gains (losses)	(203)	(411)
Balance at December 31	16,068	15,372

18. TAXES

18.1 Tax group

In Spain, Cirsa Enterprises, S.L., together with 114 Spanish group companies, meets the requirements set by tax regulations to form a consolidated tax group, represented by the subsidiary Cirsa Gaming Corporation, S.A. In 2012 the tax group 324/12 whose parent is Sportium Apuestas Deportivas, S.A. was constituted. As a result of the purchase of the remaining 50% of Sportium Apuestas Deportivas, S.A. made by the Group in 2019, the Sportium subgroup has been accounted for in the consolidated financial statements of the Cirsa Group using the full consolidation method. As a result of this fact, as from 2020, the tax group has been dissolved and integrated into the tax group whose parent is Cirsa Gaming Corporation, S.A. Additionally, there is another consolidated tax group in Spain, consisting of 7 companies, the parent of which is the subsidiary Orlando Play, S.A.

The other Group companies file income tax returns separately in accordance with applicable tax legislation in each country.

18.2 Accrued and payable income tax

The annual tax expense that has been entirely recorded in the consolidated profit and loss account, since the Group has direct tax impacts on equity, is broken down as follows:

(Thousands of euros)	2021	2020
Current	20,764	1,465
Deferred for (increase) decrease in tax credits related to tax loss carryforwards and deductions	33	(30,605)
Deferred for temporary differences	(33,047)	(36,509)
Other	-	774
	(12,250)	(64,875)

“Other” includes, among others, the tax effects derived from amortization and other accounting revaluation adjustments as a result of the business combinations carried out in recent years.

Income tax payable amounts at 9,701 thousand euros at December 31, 2021 (2,043 thousand euros at December 31, 2020) and mainly corresponds to the current income tax accrued in the several jurisdictions net of withholdings and payments on account for the period.

18.3 Analysis of tax expense

(Thousands of euros)	2021	2020
Profit before tax	(158,327)	(333,618)
Tax rate prevailing in Spain	25%	25%
Theoretical income tax expense	(39,582)	(83,405)
Adjustments – Effect of:		
Different tax rates prevailing in other countries	(725)	(1,963)
Impairment losses on assets and goodwill recognized solely for consolidation purposes	1,281	2,911
Utilization of tax credits and deductions for the year	5,901	5,106
Limitation on the deductibility of financial expenses in Spanish companies that will not be recovered	26,968	17,867
Other non-deductible expenses and other	(6,093)	(5,391)
	(12,250)	(64,875)

At December 31, 2021 and 2020 the effect of the impairment of assets recorded for consolidated purposes is due to impairment losses on assets in Peru and Costa Rica.

At December 31, 2021 and 2020 there is a limitation on the deductibility of finance costs with a negative effect on the tax expense, which is a permanent difference in the income tax.

18.4 Deferred tax assets and liabilities

(Thousands of euros)	2021	2020
<u>Assets</u>		
Tax loss carryforwards from the consolidated tax group represented by Cirsa Gaming Corporation, S.A.	50,623	51,464
Tax loss carryforwards from the consolidated tax group whose parent is Orlando Play, S.A.	1,297	1,518
Tax loss carryforwards from other group companies	30,936	18,719
Related to deductible temporary differences:		
--- Impaired receivables	62	305
--- Impaired securities portfolio	14	16
--- Goodwill impaired in individual books	1,493	1,311
--- Intragroup margin write-off	21	28
Non-deductible amortization for accounting purposes	313	373
--- Other	13,836	24,850
	98,595	98,584
<u>Liabilities</u>		
Related to taxable temporary differences:		
--- Difference between tax depreciation and accounting depreciation	-	49
--- Margin write-offs	(2,187)	2,096
--- Business combinations (initial statement of non-current assets at fair value)	(227,110)	(250,625)
--- Other	(1,135)	402
	(230,432)	(248,078)

The Group estimates the taxable profits which it expects to obtain within the ten-year period. It also analyzed the reversal period of taxable temporary differences, identifying those that reverse in the years in which unused tax loss carryforwards can be utilized. Based on this analysis, the Group has recorded deferred tax assets for unused tax loss carryforwards as well as unused deductions and deductible temporary differences for which it is considered probable that sufficient taxable profit will be generated in the future against which they can be utilized within the said period of time.

The breakdown of unused tax losses carryforwards at December 31, 2021 for the two tax groups represented by Cirsa Gaming Corporation, S.A. and Orlando Play, S.A. is as follows:

(Thousands of euros)	Unused tax loss carryforwards	
	Tax group represented by Cirsa Gaming Corporation, S.A.	Tax group whose parent is Orlando Play, S.A.
Arising in		
1997	80	-
1998	128	-
1999	138	-
2000	175	-
2001	2,018	-
2003	-	-
2004	5,210	-
2005	10,527	-
2006	23,909	-
2007	636	937
2008	11,790	396
2009	3,244	372
2010	11,616	1,241
2011	11,766	-
2012	40,332	-
2013	9,487	-
2014	4,249	-
2015	30,777	-
2016	3,054	-
2017	277	619
2018	124	-
2019	16,875	2,251
2020	877	-
2021	55,659	2,318
	242,948	8,134

Tax group represented by Cirsa Gaming Corporation, S.A.

At December 31, 2021 and 2020 said tax group recognized deferred tax assets amounting to 50,623 and 51,464 thousand euros, respectively, relating to unused tax loss carryforwards of the tax group. No deferred tax assets were recorded for the rest of unused tax loss carryforwards (which at December 31, 2021 amount to 31,573 thousand euros; 26,723 thousand euros at December 31, 2020), since their future application is uncertain within a reasonable period of time.

In addition to tax credits for tax loss carryforwards, the tax group whose parent is Cirsa Gaming Corporation, S.A. holds additional tax credits amounting to 40,201 thousand euros at December 31, 2021 (2020: 42,922 thousand euros), for unused tax deductions that were not capitalized for not meeting the terms to be utilized.

(Thousands of euros)	
Last year for utilization	Unused deductions at December 31, 2021
2021	6,425
2022	865
2023	913
2024	1,290
2025	566
2026	419
2027	1,675
2028	717
2029	252
2030	284
2031	268
2032	228
2033	188
2034	192
2035	270
2036	141
2037	273
2038	81
No time limit for utilization	25,154
	40,201

Tax group whose parent is Orlando Play, S.A.

In 2010 the tax group 502/10 whose parent is Orlando Play, S.A. was constituted.

At December 31, 2021 the tax group had recognized deferred tax assets amounting to 1,297 thousand euros (1,518 thousand euros at prior year end) corresponding to unused tax loss carryforwards.

Additionally, said tax group has unused deductions amounting to 714 thousand euros (714 thousand euros at prior year end) for which the corresponding deferred tax assets have not been recognized, since the requirements established by the applicable framework for financial information are not met.

18.5 Other information

Under prevailing tax regulations, tax returns may not be considered final until they have either been inspected by the tax authorities, or until the corresponding inspection period has expired.

On July 7, 2021 the Group was notified of the start of general verification and investigation proceedings regarding the corporate income tax for the years 2017 to 2019, as a subsidiary of the Tax Group, represented by Cirsa Gaming Corporation, S.A., since 2019; regarding value added tax from the fourth quarter of 2017 to the fourth quarter of 2019, in its capacity as the parent of the VAT Group 15/19 since 2019; and regarding withholdings from the fourth quarter of 2017 to the fourth quarter of 2019.

In general, the prescription periods for countries where the Group has significant presence are between four and five years after the end of the statutory period for filing tax returns. Group Management considers that no significant contingencies exist that would arise as a result of a tax review of the years open to inspection.

19. LEASES

19.1 Group as lessee

The Group has entered into leases on several buildings and vehicles for an average term between three and ten years, with no renewal clauses.

The Group has also entered into leases on machines with contracts that can be extended annually or which expire within less than 12 months, and on other office equipment of low value.

The table below shows the book values of the right-of-use assets recognized and the movements during the period:

2021

(Thousands of euros)	Balance at January 1, 2021	Additions	Disposals	Currency translation differences and other changes	Balance at December 31, 2021
COST					
Buildings	329,555	42,618	(19,254)	(2,789)	350,131
Vehicles	13,327	1,471	(2,240)	494	13,050
	342,882	44,089	(21,495)	(2,295)	363,181
DEPRECIATION					
Buildings	(80,812)	(40,548)	5,734	(2,475)	(118,101)
Vehicles	(6,480)	(3,926)	2,099	-	(8,307)
	(87,292)	(44,473)	7,833	(2,475)	(126,407)
Impairment losses	-				-
Net carrying amount	255,590	(384)	(13,662)	(4,770)	236,774

2020

(Thousands of euros)	Balance at January 1, 2020	Additions	Disposals	Currency translation differences and other changes	Balance at December 31, 2020
COST					
Buildings	340,921	31,928	(14,457)	(28,837)	329,555
Vehicles	11,050	3,645	(1,278)	(90)	13,327
	351,971	35,573	(15,735)	(28,927)	342,882
DEPRECIATION					
Buildings	(43,542)	(43,683)	2,084	4,329	(80,812)
Vehicles	(3,291)	(4,470)	1,258	23	(6,480)
	(46,833)	(48,153)	3,342	4,352	(87,292)
Impairment losses	-	-	-	-	-
Net carrying amount	305,138	(12,580)	(12,393)	(24,575)	255,590

The book value of lease liabilities and movements during the period are as follows:

(Thousands of euros)	2021	2020
Balance at January 1	283,467	314,261
Additions	44,089	32,861
Disposals	(27,322)	(10,931)
Interest accrued on finance leases	14,388	16,163
Exchange gains (losses)	10,616	(20,144)
Payments	(50,957)	(48,743)
Balance at December 31	274,281	283,467

In turn, the annual maturity of finance lease liabilities is as follows:

(Thousands of euros)	2021	2020
Within 1 year	-	45,877
Between 1 and 2 years	45,522	40,970
Between 2 and 3 years	41,520	32,996
Between 3 and 4 years	34,270	26,178
Between 4 and 5 years	28,799	21,185
More than 5 years	124,170	116,261
	274,281	283,467

The amounts recognized in the income statement are as follows:

(Thousands of euros)	2021	2020
Depreciation of right-of-use assets	44,547	48,624
Interest accrued on finance leases	14,210	16,163
Expenses from low-value, short-term and variable leases	19,775	15,597
Gains/(losses) on derecognition of right-of-use assets	(346)	(462)
	78,186	79,922

The Group made lease payments amounting to 50,957 thousand euros in 2021 (48,743 thousand euros in 2020).

20. INCOME AND EXPENSES

As for the "Total operating income net of variable rent" caption, the Group has no performance obligations pending satisfactions at December 31, 2021 and 2020. The breakdown of this caption by operating segment and geographical area is detailed in Note 3.

20.1 Employee benefits expense

(Thousands of euros)	2021	2020
Wages and salaries	163,468	150,202
Social Security	33,018	35,703
Termination benefits	5,844	10,440
Other	6,502	5,870
	208,832	202,215

Remunerations pending payment at December 31, 2021 and 2020 (20,177 and 14,355 thousand euros, respectively) are included in *Other non-trade payables - Sundry creditors* (Note 16).

20.2 Utilities and external services

(Thousands of euros)	2021	2020
Professional services	37,833	34,044
Publicity, advertising, and public relations	37,145	27,648
Utilities	25,972	21,566
Leases and royalties	24,756	20,010
Other services	23,871	19,391
Repairs and maintenance	15,964	16,546
Postal services, communications and telephone	13,450	12,069
Bank services et al.	8,400	6,155
Security services	7,269	7,198
Cleaning services	6,587	5,185
Insurance premiums	6,403	5,407
Travel expenses	3,509	3,255
Transportation	1,006	1,061
Development costs and patents (Note 6.2)	26	7
	212,191	179,542

20.3 Exchange gains (losses)

(Thousands of euros)	2021	2020
Gains	42,923	37,357
Losses	(61,079)	(5,962)
	(18,156)	31,395

Net exchange gains/(losses) from translation of financial balances in foreign currency between Group companies are recognized in *Translation differences*, as a component that increases shareholders' equity at December 31, 2021 by 4,399 thousand euros (2020: it decreased shareholders' equity by 2,368 thousand euros), since they are considered as exchange gains/(losses) arising from monetary components of a net investment in a foreign business.

21. RELATED PARTIES

During the year the expenses accrued by other subsidiaries of LPMC Topco, S.a.r.l or by Blackstone Group amount to 571 thousand US dollars.

22. CONTINGENCIES

The Group has litigation proceedings, claims and other administrative procedures underway as a result of the normal course of business in the countries where it carries out its activity. However, the Group does not expect that any unprovisioned significant liabilities will arise as a result of the above proceedings.

23. INFORMATION ON ENVIRONMENTAL ISSUES

Given the characteristics of the activities performed by the group companies, at year end it was not necessary to record any expenses and/or investments related to transactions for preventing, reducing or repairing environmental damage.

24. AUDIT FEES

Fees and expenses paid for the audit services provided by the main auditors and other firms belonging to the auditor's international network amounted to 734 thousand euros in 2021 (2020: 672 thousand euros).

In addition, fees and expenses paid for other services provided by the main auditors or other related entities amounted to 482 thousand euros in 2021 (173 thousand euros in the year ended December 31, 2020).

25. OTHER RELATED PARTIES

The breakdown of the remuneration earned by the key executives of Group Management is as follows:

(Thousands of euros)	2021	2020
Short-term employee benefits	4,438	4,177
Other long-term benefits	3,151	3,246
	7,589	7,423

No additional transactions have been carried out and no other outstanding balances exists with group-related parties.

26. OBJECTIVES AND POLICIES OF FINANCIAL RISK MANAGEMENT

The Group is exposed to credit risk, interest risk, exchange risk and liquidity risk during the normal development of its activities.

The Group's main financial instruments include bonds, bank loans, credit and discount lines, financing obtained through the deferral of gaming taxes, financial leases, deferred payments for purchase of businesses, and cash and current deposits.

The Group's policy establishes that no trading in derivatives (exchange rates insurance) to manage exchange rate risks arising from certain fund sources in U.S. dollars will be undertaken. The Group does not use financial derivatives to cover fluctuations in interest rates, either.

In general, the Group obtains funding from third parties for the following purposes:

- Funding the operating needs of group companies.
- Funding the investments set out in the Group's business plan.

As for the Group's leverage policy, the general principle is not to assume debt exceeding certain multiples of its EBITDA, consolidated cash flow and debt. In 2020 and 2021 the Group's level of indebtedness exceeds the said multiples because of the unprecedented situation caused by the pandemic. The Group's objective is to gradually recover the multiples defined in the leverage policy as activity gets back to normal.

26.1 Credit risk

Most of the operations carried out by the Group are in cash. For receivables from other activities, the Group has established a credit policy and risk exposure in collection is managed in the ordinary course of business. Credit assessments are carried out for all customers who require a limit higher than 60 thousand euros.

Provisions for bad debts are determined based on expected credit losses over the reasonable and sustainable life of the asset, including those related to its future on an individual basis, considering the best information available, and are re-estimated at each year end on an individual basis, in accordance with the following criteria:

- The age of the debt.
- The existence of problematic situations, including bankruptcy.
- The analysis of the debtor's ability to repay the credit granted.

Guarantees on loans and credit risk exposure are shown in Note 9.

26.2 Interest rate risk

External finance is mainly based on the issuance of corporate bonds at fixed and floating interest rate. Bank borrowings (credit policies, trading discounts, financial lease agreements) as well as deferred payments with public administrations and other long-term non-trade payables have a variable interest rate that is reviewed annually. Previous Notes show interest rates of debt instruments.

The breakdown of liabilities that accrue interests at 2021 and 2020 year end is as follows:

(Thousands of euros)	2021		2020	
	Fixed interest rate	Floating interest rate	Fixed interest rate	Floating interest rate
Bonds	1,556,395	486,352	1,435,181	482,549
Bank borrowings	20,544	270,403	20,544	333,555
Sundry creditors	7,088	27,043	80,208	18,603
Finance lease liabilities	274,280	-	283,467	-
	1,858,307	783,798	1,819,400	834,707

At December 31, 2021 financial liabilities at a fixed interest rate represented 70% of total liabilities (69% at 2020 year end). In this regard, the Group's sensitivity to fluctuations in interest rates is low: a variation of 100 basis points in floating rates would lead to a change in the result amounting to 7,838 thousand euros in 2021 and 8,347 thousand euros in 2020.

The breakdown of assets that accrue interests at 2021 and 2020 year end is as follows:

(Thousands of euros)	2021		2020	
	Fixed interest	Floating interest rate	Fixed interest	Floating interest rate
Loans to joint ventures and associates	2,530	-	1,705	-
Loans to third parties	9,661	14,276	10,164	13,277
Guarantees and deposits	20,795	-	16,893	-
Fixed income securities and deposits	4,307	-	341	-
	37,293	14,276	29,103	13,277

The Group estimates that the fair value of the assets' financial instruments does not differ significantly from the net book value.

26.3 Foreign currency risk

The Group is exposed to foreign currency risk in businesses located in Latin America, which significantly affects sales and expenses, Group results and the value of certain assets and liabilities in currencies other than the euro. It is also affected to a lesser extent by granted and received loans. The currency that basically generates exchange risks is the US dollar, since a portion of the corporate bonds is issued in US dollars.

In order to reduce risks, the Group conducts policies aimed to keep balanced collection and payments in cash of assets and liabilities in foreign currency.

The following study on sensitivity shows the foreign currency risk:

- Sensitivity of the profit for the year before tax against fluctuations of the exchange rate US dollar/euro

Change	Thousands of euros	Thousands of euros
	2021	2020
+ 10%	87	1,986
+ 5%	45	1,040
- 5%	(50)	(1,150)
-10%	(106)	(2,428)

26.4 Liquidity risk

The exposure to unfavorable situations of debt markets can make difficult or prevent from hedging the financial needs required for the appropriate development of Group activities.

At December 31, 2021 the Group shows negative working capital amounting to 118,934 thousand euros (198,295 thousand euros negative at December 31, 2020). Nonetheless, Group Management considers that cash flow generated by the business and available credit lines will allow the Group to cover its current liabilities. Furthermore, it should be noted that the revolving credit facility (RCF) amounting to 200 million euros, even though it matures in the short term, can be renewed on a recurring basis at the Group's request for maximum periods of six months until its maturity (June 2023).

Additionally, to manage liquidity risk, the Group applies different measures:

- Diversification of financing sources through the access to different banking and capital markets. In this regard, the Group has an additional borrowing capacity (see quantitative data in Note 15).
- Credit facilities committed for the sufficient amount and flexibility. Accordingly, the Group has available cash and cash equivalents amounting to approximately 240 million euros at December 31, 2021 (246 million euros at December 31, 2020), to meet unexpected payments.
- The length and repayment schedule for financing through debt is established based on the financed needs.

In this regard, the Group's liquidity police ensure to meet its payment obligations without requiring the access to funds in costly terms.

Additionally, it is noteworthy that both at Group and individual business level, the Group performs projections regularly on the generation and expected cash needs, in order to determine and monitor the Group's liquidity position.

The relevant information on the maturity dates of financial liabilities based on contractual terms is broken down in Notes 14, 15 and 16.

27. CAPITAL MANAGEMENT POLICY

The main objectives of the Group's capital management are to ensure financial stability in the short and long terms, appropriate return rates, increased business value and ensure proper and adequate financing of investments and projects to be conducted in a framework of controlled expansion.

The Group's strategy in 2022 will consist in preserving the Group's cash position by implementing measures to reduce costs and investments, increase liquidity and establishing cash management action plans. Additionally, in terms of operations, the objective will be to continue keeping operating centers a safe place for customers and employees and be prepared to operate at full capacity, once restrictions are lifted, through promotion campaigns and communication plans.

As stated in Note 14, the contracts entered into in relation to corporate bonds issued include limitations on the payment of dividends. The Group does not intend to distribute dividends in the short to medium terms given that the Group policy is not to distribute dividends.

28. SUBSEQUENT EVENTS

No significant events have occurred after the reporting date, other than those already mentioned in the notes, that may condition the information included in the 2021 consolidated financial statements of Cirsa Enterprises Group.

The undersigned, whose positions are indicated under their names, hereby CERTIFY the accuracy and integrity of the Consolidated Financial Statements of Cirsà Enterprises Group for year ended December 31, 2021.

Terrassa, March 17, 2022

Mr. Joaquin Agut
Chair

Mr. Lionel Yves Assant
Vice-Chair

Mr. Haide Hong
Vice-Secretary

Mr. Miguel García
Board member

Mr. Antonio Hostench
Board member

List of subsidiaries

Company	Activity	Ownership Percentage 2021	Ownership Percentage 2020	Investment holder	Business address	City	Province/Country
Administradores De Personal En Entrettenimiento, SA de CV	Bingos	-	100,00%	Bincamex, S.A. de CV.	Guillermo Gonzalez Camanera, 660 Piso 8	México D.F.	México
Ajar, S.A.	Bingos	75,00%	75,00%	Global Bingo Corporation, S.A.	Av. Muñoz Vargas, 18	Huelva	Huelva
Alfematic, S.A.	Operacional	50,00%	50,00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Amical Trading, S.L.	Operacional	76,76%	76,76%	Global Game Machine Corporation, S.A.	C/ Pi i Margall, 201	Terrassa	Barcelona
Ancon Entertainment, INC.	Casinos	50,00%	50,00%	Cirsa International Business Corporation, S.L.	Calle 50 y 73 Este San Francisco	Ciudad de Panamá	Panamá
Apple Games 2000, S.L.	Operacional	49,50%	49,50%	Egartronic, S.A.	Sequia de Favara, 11	Picanya	Valencia
Apuestas Electrónicas, S.L.	Operacional	75,50%	75,50%	Comercial de Recreativos Salamanca, S.A.	C/ 19 y 21 , modulo 12 , nave 2 P.I. El Nevero	Badajoz	Badajoz
Automáticos Essan, S.A.	Operacional	-	100,00%	Recreativos Ergosa, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Automáticos Manchegos, S.L.	Operacional	51,00%	51,00%	Interservi, S.A.	Crta. Nacional 420, km 286	Alcazar de San Juan	Ciudad Real
Automaticos Maxorata, S.A.	Operacional	55,00%	55,00%	Comercial Jupama, S.A.	c/ Suarez Naranjo, 45	Las Palmas	Gran Canaria
Azibi Horta, S.A.	Bingos	100,00%	100,00%	Talzen Inversions, S.L.	Pl. Ibiza, 21	Barcelona	Barcelona
Badamatic, S.A.	Operacional	51,00%	50,00%	Radiamon, S.L.	Crta. De Castellar, 298	Terrassa	Barcelona
Bar Juegos, S.L.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Barnabing, S.A.	Bingos	100,00%	100,00%	Inversiones Zental, S.L.	C/ Calaf, 23	Igualada	Barcelona
Barna-Center, S.A.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Barnaplay, S.A.	Operacional	-	100,00%	Miky, S.L.	Paseo Maragall, 103 - 105	Barcelona	Barcelona
Bema - Euromatic, S.A.	Operacional	60,71%	60,71%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Bet On Red Digital, S.A.	Apuestas	100,00%	-	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11	Ceuta	Ceuta
Bicondal, S.A.	Bingos	100,00%	100,00%	Inversiones Zental, S.L.	Avenida Paralelo, 91-93	Barcelona	Barcelona
Billares Valencia, S.L.	Operacional	100,00%	100,00%	Coinland, S.A.	C/ Convento Santa Clara, 11	Valencia	Valencia
Binale, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A. y Global Bingo	General Ricardos, 176	Madrid	Madrid
Bincamex, S.A. de C.V.	Bingos	100,00%	100,00%	Madrid, S.A.	Cantú, 9 - 601. Colonia Nueva Anzures	México D.F.	México
Bincano, S.A.	Bingos	100,00%	100,00%	International Mex Business, S.L.	Elcano, 30-32	Bilbao	Vizcaya
Bingo Santven, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Ctra. N-340 Km. 1189	El Vendrell	Tarragona
Bingos Andaluces, S.A.	Bingos	100,00%	50,00%	Global Bingo Corporation, S.A.	Asunción, 3	Sevilla	Sevilla
Bingos Benidorm, S.A.	Bingos	100,00%	50,00%	Global Bingo Corporation, S.A.	Plaza Doctor Fleming, s/n	Benidorm	Alicante
Bingos de Madrid Reunidos, S.A.	Bingos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Bingos Electronicos De Panamá, S.A.	Casinos	-	100,00%	Gaming & Services De Panamá, S.A.	Calle 50 y 73 Este San Francisco	Panamá	Panamá
Bis Line, S.L.	Operacional	87,60%	87,60%	Giga Game System Operation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Calpe Leisure, S.A.	Operacional	85,00%	85,00%	Eleva!, Electronicos Valencia, S.A.	c/ German Bernacer, 22 P.I. Elche	Elche	Alicante
Candan, S.A.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	C/ De L'aire, 1	Terrassa	Barcelona
Casino Cirsa Valencia, S.A.	Casinos	100,00%	100,00%	Global Casino Technology Corporation, S.A.	Avda. de las Cortes Valencianas, 59	Valencia	Valencia
Casino Nueva Andalucía Marbella, S.A.	Casinos	100,00%	100,00%	Global Casino Technology Corporation, S.A.	Ctra. Cádiz-Málaga Km. 180	Marbella	Málaga
Casinos del Caribe, S.R.L.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Avda. George Washinton, 367 2º Piso Hotel	Santo Domingo de Guzmán	R. Dominicana
Cat Games, S.L.	Operacional	60,00%	50,00%	Bis Line, S.L. y Tot Patrimoni, S.L.	Jaragua	Terrassa	Barcelona
Cirsa Brasil Participações, LTDA.	Casinos	-	100,00%	Cirsa International Business Corporation, S.L.	Ctra. de Castellar, 298	Carajua	Brasil
Cirsa Finance International, S.A.R.L.U.	Estructura	100,00%	100,00%	Cirsa Enterprises, S.L.	Rua Gertrudes de Lima, nº 53 - Sala 42 Centro	Santo André	Brasil
Cirsa Gaming Corporation, S.A.	Estructura	100,00%	100,00%	Cirsa Enterprises, S.L.	Rue Eugene Rupert, 2 - 4	Luxemburgo	Luxemburgo
Cirsa Interactive Corporation, S.L.	B2B	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 298 - 302	Terrassa	Barcelona
Cirsa Intenational Business Corporation, S.L.	Casinos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Cirsa Italia Holding, S.P.A.	Operacional	100,00%	100,00%	Cirsa International Business Corporation, S.L.	C/ Fermina Sevillano, 5 -7	Madrid	Madrid
Cirsa Italia, S.P.A.	Operacional	100,00%	100,00%	Cirsa Italia Holding, S.P.A.	Via Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milan)	Italia
Cirsa Retail, S.R.L.	Bingos	100,00%	100,00%	Cirsa Italia Holding, S.P.A.	Via Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milan)	Italia
Cirsa Servicios Corporativos, S.L.	Estructura	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Via Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milan)	Italia
Cirsa Slot Corporation, S.A.	Operacional	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Cirsa Tecnologias de la Información, S.L.	Estructura	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Cirsagest, S.P.A.	Operacional	100,00%	100,00%	Cirsa Italia Holding, S.P.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Club Privado De Fumadores Nuestro Espacio	Bingos	100,00%	100,00%	Bingos de Madrid Reunidos, S.A.	Via Ludovico il Moro 6/C Palazzo Ferraris	Assago	Italia
Coin Machines, S.A.	Operacional	100,00%	-	Cirsa Slot Corporation, S.A.	C/ Bravo Murilo, 309	Madrid	Madrid
Coinland, S.A.	Operacional	100,00%	100,00%	Eleva!, Electronicos Valencia, S.A.	C/ Andalucía, 30	Palencia	Palencia
Comdibal 2000, S. L.	B2B	100,00%	100,00%	Universal de desarrollos Electronicos, S.A.	C/ Guadalquivir, 84	Valencia	Valencia
Comercial de Desarrollos Electrónicos, S. A.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Pl. Els Bellots, c/ del Aire, 1	Terrassa	Barcelona
Comercial de Recreativos Salamanca, S.A.	Operacional	75,50%	75,50%	Tecnoappel, S.L.	Pi i Margall, 201	Terrassa	Barcelona
Comercial Jupama, S.A.	Operacional	50,00%	50,00%	Cirsa Slot Corporation, S.A.	C/ Cuarta, 17 P.I. El Montalvo	Carbajosa de la Sagrada	Salamanca
Cotecnic 2000, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	c/ Suarez Naranjo, 45	Las Palmas	Gran Canaria
Digital Gaming México, S.A.P.I.de C.V.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Egartronic, S.A.	Operacional	75,50%	75,50%	Cirsa Slot Corporation, S.A.	Boulevard Luis Donaldo Colosio, SA-1	Hidalgo	México
Electrónicos Radisa, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
Eleva!, Electronicos Valencia, S.A.	Operacional	100,00%	100,00%	Giga Game System Operation, S.L.	Fermina Sevillano, 5-7	Madrid	Madrid
					C/ Guadalquivir, 84	Horno de Alcedo	Valencia

List of subsidiaries

Company	Activity	Ownership Percentage 2021	Ownership Percentage 2020	Investment holder	Business address	City	Province/Country
First Game, S.L.	Operacional	-	100,00%	Uniplay, S.A.	C/ Fermina Sevillano, 5 -7	Madrid	Madrid
Flamingo Euromatic-100, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	P.I. La Juaida, C/Sierra Telar, 40	Viator	Almería
Fomento Advenio 1, S.A. DE C.V.	Bingos	100,00%	100,00%	Promociones e Inversiones de Guerrero, S.A.P.I. De C.V.	Guillermo González Camarena 600, Piso 7, Santa Fe	México D.F.	México
Galon Business, S.L.	Casinos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Gaming & Services de Panamá, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Calle 50, PH. Torre Global, piso 40	Ciudad de Panamá	Panamá
Gaming & Services, S.A.C.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Av. Ricardo Palma, 341 Miraflores	Lima	Perú
Garbimatic, S.L.	Operacional	50,00%	50,00%	Alfematic, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Garrido Player, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Gema, S.R.L.	Bingos	100,00%	100,00%	Cirsa International Business Corporation, S.I.	Via Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milán)	Italia
Genper, S. A.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Pi i Margall, 201	Terrassa	Barcelona
Giga Game System Operation, S.L.	Operacional	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Gimar Jocs, S.L.	Operacional	-	100,00%	Miky, S.L.	Paseo Maragall, 103	Barcelona	Barcelona
Gimenca, S.A.	Bingos	-	100,00%	Inversiones Zental, S.L.	Gran Via Corts Catalanes, 642	Barcelona	Barcelona
Global Bingo Corporation, S.A.	Bingos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Global Bingo Madrid, S.A.	Bingos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Global Bingo Stars, S.A.	Bingos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Global Casino Technology Corporation, S.A.	Casinos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Global Game Machine Corporation, S.A.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Pi i Margall, 201	Terrassa	Barcelona
Global Real State, S.A.S.	Casinos	100,00%	100,00%	Winner Group, S.A.	Calle 90 No. 19C-32 P.4	Bogota	Colombia
Global TC Corp., S.A.	Casinos	-	100,00%	Gaming & Services de Panamá, S.A.	C/ Cuarta, Casa 39 - Urbanización Parque Lefevre	Panamá	Panamá
Goldenplay, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	German Bernacer, 22 P.I. Elche Parque Ind.	Elche	Alicante
Grael, S.L.	Operacional	100,00%	100,00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Gran Casino Costa Brava, S.L.	Casinos	90,00%	90,00%	Giga Game System Operation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Gran Casino de las Palmas, S.A.	Casinos	51,00%	51,00%	Global Casino Technology Corporation, S.A.	c/ Simón Bolívar, 3	Las Palmas	Gran Canaria
Grasplai, S.A.	Bingos	100,00%	100,00%	Telma Enea, S.L.	Av. Generalitat, 6	Sta. Coloma	Barcelona
Grevalloflai, S.A.	Bingos	100,00%	100,00%	Talzen Inversions, S.L.	Avda. de la Constitució, 134	Castelldefels	Barcelona
Grupo Cirsa De Costa Rica, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Oficentro Ejecutivo La Sabana, Torre 6, Piso 3	San José	Costa Rica
Haes, S.A.	Bingos	100,00%	-	Global Bingo Corporation, S.A.	C/ Real, 87	San Sebastián de los Reyes	Madrid
Iber Matic Games, S.L.	Operacional	75,50%	75,50%	Cirsa Slot Corporation, S.A.	C/ Jaime Ferran, 2-4	Zaragoza	Zaragoza
Illa Valles Hosteleria, S.L.	Operacional	100,00%	100,00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Instalaciones Recreativas Mallorca, S.A.	Bingos	-	100,00%	Talzen Inversions, S.L.	Mallorca, 209	Barcelona	Barcelona
Integración Inmobiliaria World de Mexico, S.A. De C.V.	Bingos	100,00%	100,00%	Promociones e Inversiones de Guerrero, S.A.P.I. De C.V.	c/ Guillermo Gonzalez Camarena 600 Piso 8	México D.F.	México
International Bingo Technology, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Pi i Margall, 201	Terrassa	Barcelona
International Mex Business, S.L.	Bingos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Ctra. Castellar, 298	Terrassa	Barcelona
Interplay, S.A.	Operacional	75,50%	75,50%	Egartronic, S.A.	C/ Francia, 26 y 27	Puerto Real	Cádiz
Interservi, S.A.	Operacional	51,00%	51,00%	Cirsa Slot Corporation, S.A.	Ctra. Nacional 420, km 289	Juan	Ciudad Real
Inversiones Interactivas, S.A.	Casinos	70,00%	70,00%	Orbis Development, S.A.	C/ 57 y Avenida Obarrio	Ciudad de Panamá	Panamá
Inversiones Pacanoas, S.A.	Casinos	70,00%	70,00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco	Ciudad de Panamá	Panamá
Inversiones Pañanitas, S.A.	Casinos	70,00%	70,00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco	Ciudad de Panamá	Panamá
Inversiones Vertiagio, S.A.	Casinos	70,00%	70,00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco	Ciudad de Panamá	Panamá
Inversiones Zental, S.L.	Bingos	100,00%	100,00%	Giga Game System Operation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Investment & Securities Iberica, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Ctra. Castellar, 298	Terrassa	Barcelona
Juegomatic, S.A.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Av. Los Vegas, 27	Málaga	Málaga
Juegos De Azar Oliva Rodon, S.L.	Operacional	100,00%	100,00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Juegos Del Oeste, S.L.	Operacional	75,50%	75,50%	Apuestas Electrónicas, S.L.	C/ 19 y 21 , modulo 12 , nave 2 P.I. El Nevero	Badajoz	Badajoz
La Barra Ancon, S.A.	Casinos	50,00%	50,00%	Ancon Entertainment, Inc.	Calle 50 y 73 Este San Francisco	Ciudad de Panamá	Panamá
La Barra Panama, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Calle 50 y 73 Este San Francisco	Ciudad de Panamá	Panamá
La Cafetería del Bingo, S.L.	Bingos	-	50,00%	Global Bingo Corporation, S.A.	Asunción, 3	Sevilla	Sevilla
La Selva Inversiones, S.A.C.	Casinos	100,00%	100,00%	Gaming And Services, S.A.C.	C/ Jr. Loreto, 228	Tambopata	Perú
Les Loisirs Du Paradis, S.A.R.L.	Casinos	82,00%	82,00%	Resort Paradise AB	Hotel Atlantic Palace Secteur balneaire et touristique	Agadir	Marruecos
L&G Bussines, S.L.	Operacional	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 338	Terrassa	Barcelona
Lightmoon International 21, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Lista Azul, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S.A.	Gran Passeig de Ronda, 87	Lleida	Lleida
Macrojuegos, S.A.	Bingos	51,00%	51,00%	International Bingo Technology, S.A.	Dionisio Guardiola, 34	Albacete	Albacete
Majestic 507 Corp, S.A.	Casinos	50,00%	50,00%	Gaming & Services de Panamá, S.A.	Calle 50, Calle 73 Este	Ciudad de Panamá	Panamá
Maquilleiro, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Maqui-Ter, S.A.	Operacional	51,00%	51,00%	Eleva, Electronicos Valencia, S.A.	Miguel de Cervantes, 12	Teruel	Teruel
Marchamatic Indalo, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	C/Sierra Telar, 40	Viator	Almería
MCA Automatics, S.L.	Operacional	-	100,00%	Global Game Machine Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona

List of subsidiaries

Company	Activity	Ownership Percentage 2021	Ownership Percentage 2020	Investment holder	Business address	City	Province/Country
Merengue Bar Gran Casino Jaragua, GCJ, S.R.L.	Casinos	100,00%	100,00%	Casinos Del Caribe, S.R.L.	Avda. George Washinton, 367 2º Piso	Sto. Domingo de Guzmán	R. Dominicana
Miky, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
Montri, S.A.	Operacional	75,50%	75,50%	Iber Matic Games, S.L.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
New Laomar, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	c/Sierra Telar, 40	Viator	Almería
New York Game, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Nightfall Construccions, S.R.L.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Domingo	R. Dominicana
Oper Ibiza, S.L.	Operacional	51,00%	51,00%	Cirsa Slot Corporation, S.A.	C/ dels Llauradors, 45	Sant Antoni de Portmany	Baleares
Operadora de Entretenimiento Manzanillo, S.A. de C.V.	Bingos	60,00%	60,00%	Bincamex, S.A. de CV.	c/ Guillermo Gonzalez Camarena 600 Piso 8	México D.F.	México
Operadora Internacional de Recreativos, S.A.	Operacional	51,00%	51,00%	Cirsa Slot Corporation, S.A.	c/ Cervantes, 14 1	Gijón	Asturias
Orbis Development, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Swiss Tower, 16th floor, World Trade Center	Ciudad de Panamá	Panamá
Orlando Italia, S.R.I.	Operacional	51,00%	51,00%	Orlando Play, S.A.	Via Ludovico il Moro 6/C Palazzo Ferraris	Assago	Italia
Orlando Play, S.A.	Operacional	51,00%	51,00%	Global Game Machine Corporation, S.A.	Sierra Telar, 40 P.I. La Juaida	Viator	Almería
Palabingo, S.R.L.	Bingos	100,00%	100,00%	Cirsa Retail, S.R.L.	Via Ludovico il Moro 6/C Palazzo Ferraris	Assago	Italia
Piscis 28 Castilla y León, S.L.	Operacional	100,00%	-	Cirsa Slot Corporation, S.A.	C/ Andalucía, 30	Palencia	Palencia
Playcat, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S.A.	Cádiz, 1	Terrassa	Barcelona
Playspace, S.L.	Apuestas	100,00%	100,00%	Cirsa Interactive Corporation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Princesa 31, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A. y Bingos de Madrid Reunidos, S.A.	Princesa, 31	Madrid	Madrid
Promociones e Inversiones de Guerrero, S.A.P.I. de C.V.	Bingos	100,00%	100,00%	Bincamex, S.A. de CV.	Guillermo Gonzalez Camarena, 600 P8 Col. Sfe	México D.F.	México
Promociones Sol Ibiza, S.A.	Operacional	51,00%	51,00%	Oper Ibiza, S.L.	C/ dels Llauradors, 45	Sant Antoni de Portmany	Baleares
Radiamon, S.L.	Operacional	51,00%	50,00%	Giga Game System Operation, S.L. y Tot Patrimoni, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Recrea, S.L.	Operacional	80,00%	80,00%	Giga Game System Operation, S.L.	C/ C-k, P.I. Cami dels Frases	Lleida	Lleida
Recreativos Arranz, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Recreativos Ergosa, S.L.	Operacional	-	100,00%	Global Game Machine Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Recreativos Hatuey, S.A.	Operacional	100,00%	100,00%	Bema - Euromatic, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Recreativos Manchegos, S.L.	Operacional	51,00%	51,00%	Interservi, S.A.	Ctra. Nacional 420, Km 286	Alcazar de San Juan	Ciudad Real
Recreativos Martos, S.L.	Operacional	-	100,00%	Global Game Machine Corporation, S.A.	Ctra. De Castellar, 298	Terrassa	Barcelona
Recreativos Ociomar Levante, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	Ctra. De Castellar, 298	Terrassa	Barcelona
Recreativos Panaemi, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	c/ German Bernacer, 22 P.I. Elche	Murcia	Murcia
Recreativos Sortia, S.L.	Operacional	-	100,00%	Global Game Machine Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Recreativos Xativa, S.A.	Operacional	55,00%	55,00%	Eleva, Electronics Valencia, S.A.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
Red de Interconexión de Andalucía, S.L.	B2B	100,00%	100,00%	Cirsa Interactive Corporation, S.L.	Martillo, 26	Sevilla	Sevilla
Red de salones de Aragón, S.L.	B2B	100,00%	100,00%	Cirsa Interactive Corporation, S.L.	Ctra. De Castellar, 298	Terrassa	Barcelona
Redeye Games, S.L.	Operacional	-	100,00%	Unipay, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Resort Paradise AB	Casinos	82,00%	82,00%	Cirsa International Business Corporation, S.L.	Box, 1432	Estocolmo	Suecia
Romgar, S.L.	Bingos	100,00%	100,00%	Telma Enea, S.L.	Cayetano del Toro, 23	Cádiz	Cádiz
S.A. Explotadora de Recreativos	Operacional	90,00%	90,00%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
Sadeju, S.L.	Bingos	65,00%	65,00%	Telma Enea, S.L.	c/ Carlota Alexandre, 106	Torremolinos	Málaga
Sala Valencia, S.A.	Bingos	100,00%	50,00%	Global Bingo Corporation, S.A.	Cuenca, 20	Valencia	Valencia
Sala Versailles, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A. y Global Bingo Stars, S.A.	Bravo Murillo, 309	Madrid	Madrid
Sant Cugat Desarrollo de Tecnologías, S.L.	B2B	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Sena, nº 2	Sant Cugat del Valles	Barcelona
Saturno 5 Conexión, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
SCB Almirante Dominicana, S.R.L	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Av. A. Lincoln , 403, La Julia	Santo Domingo	R. Dominicana
SCB Anil Dominicana, S.R.L.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Domingo	R. Dominicana
SCB Grand Victoria Dominicana, SRL	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Domingo	R. Dominicana
SCB Hispaniola Dominicana, S.R.L.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Av. A. Lincoln /Correa y Cidron	Santo Domingo	R. Dominicana
SCB Malecon Dominicana, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Malecón	Santo Domingo	R. Dominicana
Sertebi, S.A.	Bingos	100,00%	100,00%	Inversiones Zental, S.L.	Avda. Sarria, 47	Barcelona	Barcelona
Servi D'Aro, S.A.	Bingos	100,00%	100,00%	Talzen Inversions, S.L.	Avda. Estrasburgo, 11	Castell - Platja D'Aro	Girona
Servicios Especializados Del Juego, S.A. De C.V.	Bingos	-	100,00%	Bincamex, S.A. de CV.	Guillermo González Camarena 600, Piso 8, Santa Fe	México D.F.	México
Servicios y Distribucion de Recreativos, S.A.	Operacional	-	100,00%	Global Game Machine Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Servi-Joc, S.A.	Operacional	85,00%	85,00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Sobima, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S. A.	Av. Los Vegas, 27	Málaga	Málaga

List of subsidiaries

Company	Activity	Ownership Percentage 2021	Ownership Percentage 2020	Investment holder	Business address	City	Province/Country
Social Games Online, S.L.	Apuestas	100,00%	100,00%	Cirsa Interactive Corporation, S.L.	Ctra. Castellar, 338	Terrassa	Barcelona
Societe Du Casino Le Mirage, S.A.	Casinos	51,00%	51,00%	Cirsa International Business Corporation, S.L.	Club Valtur STB, Parcelle nº 31	Agadir	Marruecos
Sodemar, S.L.	Bingos	100,00%	100,00%	Telma Enea, S.L.	Sacramento, 16 duplicado	Cádiz	Cádiz
Sportium Apostes Catalunya, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Sena, 2	Sant Cugat Del Valles	Barcelona
Sportium Apuestas Andalucia, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Av. Los Vegas, 27	Málaga	Málaga
Sportium Apuestas Aragon, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Jaime Ferrán, 5	Zaragoza	Zaragoza
Sportium Apuestas Asturias, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ B, Parcela 45B pol. Ind Asipo	Cayes - Llanera	Asturias
Sportium Apuestas Baleares, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Gremi des Sabaters, 21	Palma de Mallorca	Mallorca
Sportium Apuestas Canarias, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Garcia Morato, 1	Telde	Gran Canaria
Sportium Apuestas Castilla La Mancha, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Santa María Magdalena, 10 -12	Madrid	Madrid
Sportium Apuestas Ceuta, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11	Ceuta	Ceuta
Sportium Apuestas Colombia, S.A.S.	Apuestas	50,01%	100,00%	Sportium Apuestas Deportivas, S.A.	Carrera 12 N° 93 - 78 Oficina 501	Bogotá	Colombia
Sportium Apuestas Deportivas, S.A.	Apuestas	100,00%	100,00%	Cirsa Slot Corporation, S.A.	C/Santa Mª Magdalena, 10-12	Madrid	Madrid
Sportium Apuestas Digital, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11	Ceuta	Ceuta
Sportium Apuestas Galicia, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Don Pedro, s/n	El Grove - Isla de la Toja	Pontevedra
Sportium Apuestas Levante, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
Sportium Apuestas Melilla, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Avda. Candido Lobera, 5 Atico 3	Melilla	Melilla
Sportium Apuestas Navarra, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Avda. Barañain, 27 1º A	Pamplona	Navarra
Sportium Apuestas Oeste, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Nevero Doce, Parcela 21	Badajoz	Badajoz
Sportium Apuestas Panama, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Corregimiento de San Francisco, calle 50 y 73 Este	Panamá	Panamá
Sportium Global Investments, SGI, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Oficentro Ejecutivo La Sabana, Torre 6, Piso 3	San José	Costa Rica
Sportium Servicios de Gestión, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Sena, 2	Sant Cugat del Valles	Barcelona
Sportium Zona Norte, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Las Balsas, 20 nave 49	Logroño	Logroño
Talluntxe, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Pseo. Miramar, s/n	Salou	Tarragona
Talzen Inversions, S.L.	Bingos	100,00%	100,00%	Inversiones Zental, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Tecnijoc, S.L.	Operacional	75,50%	75,50%	Egartronic, S.A.	Gremio de Jaboneros, 3B Pol.I. Son Castello	Palma de Mallorca	Mallorca
Tecnoappel, S.L.	Operacional	75,50%	75,50%	Cirsa Slot Corporation, S.A.	Pol Ind Campollano, calle B1	Albacete	Albacete
Tecnología y Sistemas, S.A.	Operacional	100,00%	100,00%	Eleval, Electronicos Valencia, S.A.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
Tefle, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S.A.	Tenor Fleta, 57	Zaragoza	Zaragoza
Telma Enea, S.L.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Sevilla, 10-14	Jerez de la Frontera	Cádiz
Teo Servicios Corporativos Slots, S.L.	Operacional	100,00%	100,00%	Giga Game System Operation,S.L.	C/ De L'aire, 1	Terrassa	Barcelona
Tres Rios Hotel la Carpintera, S.A.	Casinos	100,00%	100,00%	Grupo Cirsa De Costa Rica, S.A.	Oficentro Ejecutivo La Sabana, Torre 6, Piso 3	San José	Costa Rica
Unidesa Operations Services, S.I.	B2B	100,00%	100,00%	Universal de desarrollos Electronicos, S.A.	C/ Sena, 2	Sant Cugat del Valles	Barcelona
Uniplay, S.A.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Universal de Desarrollos Electrónicos, S. A.	B2B	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Universal de Desarrollos Electrónicos, S. A. De C.V.	B2B	100,00%	100,00%	International Mex Business, S.L.	Guillermo Gonzalez Camanera, 660 Piso 9 Of. 5	México D.F.	México
Urban Leisure, S.L.	Operacional	75,00%	75,00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Verneda 90, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S.A.	Guipuzcoa, 70	Barcelona	Barcelona
Winner Group, S.A.	Casinos	50,01%	50,01%	Investments & Securities Iberica, S.A.	Calle 90, nº 19c-32, Oficina 401	Santa Fe de Bogotá DC	Colombia
Yumbo San Fernando, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	San Fernando, 48	Santander	Cantabria

List of associates

Company	Activity	Ownership Percentage 2021	Ownership Percentage 2020	Investment holder	Business address	City	Province/Country
AOG, S.r.l.	Bingos	50,00%	50,00%	Gema Srl. U.	Vía Langhena, 1	San Vendemiano	Italia
Automáticos Quintana, S.L.	Operacional	50,00%	50,00%	Comercial Jupama, S.A.	C/ Parque de la libertad, 30	Santa Lucía de Tirajana	Gran Canaria
Audiovisual Fianzas, S.G.R.	Estructura	5,68%	5,68%	Varios	c/ Luis Buñuel, 2 2ª	Madrid	Madrid
Bingo Amico, S.r.l.	Bingos	-	50,00%	Gema, S.r.l.U.	Vía Langhena, 1	San Vendemiano	Italia
Binsavo, S. A.	Bingos	50,00%	50,00%	Global Bingo Corporation, S.A.	Ruiz Morote, 5	Ciudad Real	Ciudad Real
Casino la Toja, S.A.	Casinos	50,00%	50,00%	Global Casino Technology Corporation, S.A.	Isla de La Toja	El Grove	Pontevedra
				Universal de Desarrollos Electrónicos, S.A.	C/ Enrique Mariñas, 36 planta 5 local 1B		
Cludeen, S.L.	B2B	-	50,00%			A Coruña	A Coruña
Compañía Europea de Salones Recreativos, S.L.	B2B	20,00%	20,00%	Universal de Desarrollos Electronicos, S.A.	C/ Toledo, 137	Madrid	Madrid
Competiciones Deportivas, S.A.	Casinos	50,00%	50,00%	Gaming & Services de Panamá, S.A.	Avda. de los Trabajadores, 12 P.I. La Atalaya	Panamá	Panamá
Felix Jimenez Morante, S.A.	Operacional	50,00%	50,00%	Cirsa Slot Corporation, S.A.		Torrijos	Toledo
Majestic Food Services, S.A.	Casinos	50,00%	50,00%	Gaming & Services de Panamá, S.A.	Calle 50, Calle 73 Este	Ciudad de Panamá	Panamá
Montecarlo Andalucía, S.L.	Bingos	50,00%	50,00%	Global Bingo Corporation, S.A.	Av. Cruz del Campo, 49	Sevilla	Sevilla
Opa Services, S.r.l.	Bingos	30,00%	30,00%	A.O.G., S.r.l.	Torricella, 11	Roma	Italia
					Avda. de los Trabajadores, 12 P.I. La Atalaya		
Recreativos Oropesa, S.L.	Operacional	50,00%	50,00%	Felix Jimenez Morante, S.A.		Torrijos	Toledo
Serdisga 2000, S. L.	B2B	50,00%	50,00%	Universal de Desarrollos Electronicos, S.A.	Av. Finisterre, 283	A Coruña	A Coruña
Unión de Operadores Reunidos, S.A.	Operacional	50,00%	50,00%	Cirsa Slot Corporation, S.A.	C/ Severo Ochoa, 3	A Coruña	A Coruña

Cirsa Enterprises Group

**Consolidated Financial Statements for the year ended December 31, 2020
prepared in accordance with International Financial Reporting Standards as
adopted by the European Union**

*(Translation of consolidated financial statements originally issued in Spanish. In the event of
discrepancy, the Spanish-language version prevails)*

Independent Audit Report in accordance with
International Standards on Auditing

Cirsa Enterprises Group
Consolidated Financial Statements
for the year ended
December 31, 2020

INDEPENDENT AUDIT REPORT IN ACCORDANCE WITH
INTERNATIONAL STANDARDS ON AUDITING

Translation of a report and financial statements originally issued in Spanish. In the event of
discrepancy, the Spanish-language version prevails

To the directors of Cirsa Enterprises, S.L.:

Opinion

We have audited the accompanying consolidated financial statements of Cirsa Enterprises, S.L. (the Parent) and its Subsidiaries (the Group or Cirsa Enterprises Group), which comprise the consolidated statement of financial position at December 31, 2020, the consolidated statement of comprehensive income, the consolidated statement of changes in equity and the consolidated cash flow statement for the year then ended, as well as the explanatory notes thereto, which include a summary of the significant accounting policies (together known as “the consolidated financial statements”).

In our opinion, the accompanying consolidated financial statements give a true and fair view, in all material respects, of the consolidated equity and consolidated financial position of the Group at December 31, 2020, and of its financial performance and its consolidated cash flows for the year then ended, in accordance with International Financial Reporting Standards, as adopted by the European Union (IFRS-EU).

Basis for opinion

We have conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the *Auditor’s responsibilities for the audit of the financial statements* section of our report.

We are independent of the Entity in accordance with the International Ethics Standards Board for Accountants’ Code of Ethics for Professional Accountants (IESBA Code). Furthermore, we have complied with other ethical requirements in compliance with IESBA Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other matters

As indicated in Note 1.1 to the accompanying explanatory notes, and in accordance with the exemption from issuing consolidated financial statements applicable to Cirsa Enterprises Group, as there is an ultimate group domiciled in the European Union, the Parent Company has prepared the accompanying consolidated financial statements in accordance with International Financial Reporting Standards, as adopted by the European Union (IFRS-EU) only for the purpose of including them in said ultimate consolidated financial statements. Consequently, the accompanying consolidated financial statements have not been prepared according to legal requirements and have been audited by applying the International Standards on Auditing. This report can under no circumstances be considered an audit report in the terms established by prevailing audit regulations in Spain.

Responsibilities of Finance Management for the consolidated financial statements

The directors of the Parent Company are responsible for the preparation of the accompanying consolidated financial statements so that they give a true and fair view of the consolidated equity, financial position and results of the Group, in accordance with IFRS-EU, and for such internal control as they determine is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, the directors of the Parent Company are responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Group or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities for the audit of the consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with International Standards on Auditing, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors of the parent company.
- Conclude on the appropriateness of the parent company's directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with the Parent Company's directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

ERNST & YOUNG, S.L.

(Signature on the original in Spanish)

CORTÉS & PÉREZ AUDITORES Y
ASESORES ASOCIADOS, S.L.

(Signature on the original in Spanish)

Joan Tubau Roca

Jaume Cetrà Oliva

March 22, 2021

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- Notes to the consolidated financial statements for the year ended December 31, 2020

Appendix - Detail of subsidiaries at December 31, 2020.

Cirsa Enterprises Group
Consolidated statement of financial position at December 31, 2020

ASSETS

(Thousands of euros)	Notes	2020	2019
Non-current assets		2,973,835	3,272,195
Goodwill	5	1,228,609	1,219,064
Other intangible assets	6	1,002,439	1,206,949
Property, plant and equipment	7	318,908	397,569
Right-of-use assets	19	255,590	305,137
Investments accounted for using the equity method	8	29,349	32,887
Financial assets	9	40,356	49,252
Deferred tax assets	18.4	98,584	61,337
Current assets		398,540	341,369
Inventories	11	18,361	20,029
Trade and other receivables	9	79,302	117,344
Other financial assets	9	8,388	34,877
Other current assets		9,222	9,450
Cash and cash equivalents	12	283,267	159,669
Total assets		3,372,375	3,613,564

EQUITY AND LIABILITIES

(Thousands of euros)	Notes	2020	2019
Equity		259,146	642,682
Issued capital	13.1	70,663	70,663
Share premium	13.1	626,793	635,390
Retained earnings	13.2	(202,158)	(190,756)
Currency translation differences		(85,585)	2,859
Profit/(loss) for the year attributable to the Parent		(254,639)	(6,668)
Non-controlling interests	13.3	104,072	131,194
Non-current liabilities		2,516,394	2,601,970
Corporate bonds	14	1,914,639	1,943,222
Bank borrowings	15	64,682	40,423
Other non-trade payables	16	36,033	42,932
Provisions	17	15,372	14,735
Finance lease liabilities	19	237,590	254,061
Deferred tax liabilities	18.4	248,078	306,597
Current liabilities		596,835	368,912
Corporate bonds	14	3,090	3,172
Bank borrowings	15	289,418	51,366
Trade payables		23,261	40,066
Other non-trade payables	16	233,146	196,204
Finance lease liabilities	19	45,877	60,200
Current income tax payable	18.2	2,043	17,904
Total equity and liabilities		3,372,375	3,613,564

Cirsa Enterprises Group
Consolidated statement of comprehensive income for the year ended December 31, 2020

(Thousands of euros)	Notes	2020	2019
CONTINUING OPERATIONS			
Income from gaming activities		1,055,101	1,971,912
Other operating income		73,303	151,949
Bingo prizes		(114,769)	(234,811)
Total operating income		1,013,635	1,889,050
Variable rent		(171,265)	(274,490)
Total operating income net of variable rent	3.1	842,370	1,614,560
Cost of sales		(29,659)	(68,134)
Employee benefits expense	20.1	(202,215)	(267,898)
Utilities and external services	20.2	(179,542)	(235,474)
Gaming taxes and other similar taxes		(304,902)	(570,360)
Charge to depreciation and amortization and impairment of assets	6, 7 & 19	(326,473)	(297,828)
Change in operating provisions		(8,614)	(3,843)
Finance income		1,187	1,943
Finance costs		(135,754)	(148,998)
Finance lease expenses		(16,163)	(16,966)
Change in financial provisions		(18)	929
Gains/(losses) on investments in associates	8	(3,538)	4,322
Exchange gains / (losses), net	20.3	31,395	(366)
Gains/(losses) on disposal/derecognition of non-current assets		(1,692)	14,399
Profit before tax		(333,618)	26,286
Income tax	18.2	64,875	(14,706)
Net profit/(loss) for the year		(268,743)	11,580
Profit/(loss) for the year attributable to non-controlling interests	13.3	(14,104)	18,248
Profit/(loss) for the year attributable to the Parent		(254,639)	(6,668)

Cirsa Enterprises Group
Consolidated statement of comprehensive income for the year ended December 31, 2020

(Thousands of euros)	Notes	2020	2019
Net profit/(loss) for the year		(268,743)	11,580
Currency translation differences		(92,703)	4,430
Tax effect		-	-
Total other comprehensive income that will be reclassified to profit or loss in subsequent years		(92,703)	4,430
Total other comprehensive income that will not be reclassified to profit or loss in subsequent years		-	-
Total other comprehensive income for the year, net of tax		(361,446)	16,010
Comprehensive income attributable to:			
Parent Company		(343,083)	(2,608)
Non-controlling interests		(18,363)	18,618
Total other comprehensive income for the year, net of tax		(361,446)	16,010

Cirsa Enterprises Group
Consolidated statement of changes in equity for the year ended December 31, 2020

(Thousands of euros)	Issued capital (Note 13.1)	Share premium	Profit/(loss) for the year and Retained earnings (Note 13.2)	Currency translation differences	Non-controlling interests (Note 13.3)	Total
At January 1, 2019	70,663	635,940	(158,906)	(1,201)	120,261	666,757
Net profit/(loss) for the year 2019	-	-	(6,668)	-	18,248	11,580
Other comprehensive income	-	-	-	4,060	370	4,430
Total 2019 comprehensive income	-	-	(6,668)	4,060	18,618	16,010
Other movements:						
Dividends paid	-	-	-	-	(10,783)	(10,783)
Other movements	-	(550)	(31,850)	-	3,098	(29,302)
At December 31, 2019	70,663	635,390	(197,424)	2,859	131,194	642,682
Net profit/(loss) for the year 2020	-	-	(254,639)	-	(14,104)	(268,743)
Other comprehensive income	-	-	-	(88,444)	(4,259)	(92,703)
Total 2020 comprehensive income	-	-	(254,639)	(88,444)	(18,363)	(361,446)
Other movements:						
Dividends paid	-	-	-	-	(5,306)	(5,306)
Other movements	-	(8,597)	(4,734)	-	(3,453)	(16,784)
At December 31, 2020	70,663	626,793	(456,797)	(85,585)	104,072	259,146

Cirsa Enterprises Group
Consolidated cash flow statement for the year ended December 31, 2020

(Thousands of euros)	Notes	2020	2019
Cash flows from operating activities			
Profit/(loss) for the year before tax		(333,618)	26,286
Adjustments to profit/(loss) due to:			
Change in operating provisions		8,615	3,843
Depreciation and amortization and impairment losses on non-current assets	6, 7 & 19	326,472	297,828
Gains/(loss) on disposals/derecognition of non-current assets		1,691	(14,399)
Finance income (costs)		154,285	158,770
Exchange gains / (losses), net	20.3	(31,395)	366
Other		4,374	3,721
Change in:			
Inventories		1,002	(1,799)
Trade and other receivables		11,570	4,836
Suppliers and other accounts payable		(39,781)	(10,228)
Gaming taxes payable		80,207	(8,539)
Other operating assets and liabilities, net		(4,137)	(14,216)
Income tax paid		(14,804)	(68,835)
Net cash from operating activities		164,481	377,634
Cash flows from/(used in) investing activities			
Acquisition of property, plant, and equipment		(78,381)	(108,405)
Acquisition of intangible assets		(46,766)	(44,946)
Proceeds from other financial assets		33,980	7,109
Acquisition of investments in other companies		(26,912)	(395,446)
Payments on financial investments		(210)	(28,104)
Interest received and income from financial investments		1,186	1,943
Net cash used in investing activities		(117,103)	(567,849)
Cash flows from/(used in) financing activities			
Cash inflows in bank accounts		1,184,216	1,466,735
Cash outflows in bank accounts		(925,656)	(1,462,907)
Bond issues		-	880,000
Cancellation of bonds		-	(480,075)
Lease liability principal payments	19	(48,743)	(58,384)
Interest paid		(122,767)	(137,400)
Dividends paid and other payments		(4,077)	(11,069)
Net cash from/(used in) financing activities		82,973	196,900
Net increase/(decrease) in cash and cash equivalents		130,351	6,685
Net effect of exchange gains/(losses) on cash		(6,753)	792
Cash and cash equivalents at January 1		159,669	152,192
Cash and cash equivalents at December 31	12	283,267	159,669

Cirsa Enterprises Group
Notes to the consolidated financial statements for the year ended December 31, 2020

1. GROUP INFORMATION

1.1 Group activity

Cirsa Enterprises, S.L. (hereinafter *the Company or the Parent Company*) and its subsidiaries (hereinafter *the Group or the Cirsa Group*) consist of a set of companies operating in the gaming and leisure sector, carrying out the following activities:

- the design, manufacture and marketing of slot machines that are sold to both group companies and third parties, and the development of interactive gaming mechanisms and systems.
- Operation of slot machines, bingo halls and casinos, in both Spain and abroad.

On July 3, 2018 the company Cirsa Enterprises, S.L. acquired 100% of the shares of Cirsa Gaming Corporation, S.A. from the former shareholders. Cirsa Enterprises, S.L. formerly LHMC Bidco, S.L. was incorporated on November 15, 2017.

Therefore, the new consolidatable group was born on July 3, 2018 with the inclusion of the Cirsa Gaming Corporation, S.A. subgroup and the bond-issuing company, Cirsa Finance International, S.a.r.l., which was incorporated on May 22, 2018. As indicated in section 2.1, the consolidated financial statements of the Cirsa Group will be prepared under International Financial Reporting Standards by its ultimate parent company in Luxembourg, LHMC Topco, S.a.r.l. They will be translated and filed with the Mercantile Registry in due time and form. Consequently, the Company meets the criteria for exemption from preparing consolidated financial statements under article 43 of the Commercial Code.

As a result of the foregoing, the accompanying consolidated financial statements cannot be considered consolidated financial statements under Spanish GAAP, but voluntary consolidated financial statements, issued by the Board of Directors.

1.2 Going concern - COVID-19

On March 11, 2020 the World Health Organization labelled the public health emergency situation caused by the coronavirus (COVID-19) outbreak a global pandemic. The escalation of events, in both Spain and worldwide, is resulting in an unprecedented health crisis that has had an impact on the macroeconomic environment and business evolution. To tackle the issue, a set of measures have been adopted during 2020 to address the economic and social impact, including restrictions on movement, among others.

As a result of the effects of this pandemic, 2020 revenue has decreased (Note 3.1) due to temporary close-downs and restrictions on opening hours and capacity of bars, casinos, gaming halls, bingos, sporting bets and manufacturing facilities as a result of the guidelines set out by the governments of the countries in which Cirsa operates.

The Group has adopted several measures to mitigate the effects of this reduction in activity, including, among others, the following:

- Improvement of liquidity position At December 31, 2020 the Group shows negative working capital amounting to 198 million euros and, therefore, maximizing liquidity has been one of the primary objectives of the management team since the beginning of the pandemic. In order to meet this goal, a cash management plan was launched by the middle of the first quarter of 2020 to ensure maximum cash availability. As part of this cash management plan, in March 2020 the entire RCF was drawn down (a further 175 million drawn down to the initial 25 million). Additionally, in July 2020 two new financing lines were obtained: (1) a RCF of 55 million euros maturing in December 2021, and (2) a loan of 20 million euros maturing in September 2025. Furthermore, it should be noted that the revolving credit facility (RCF) amounting to 200 million euros, even though it has been classified in the short term, can be renewed on a recurring basis at the Group's request for maximum periods of six months until its maturity (June 2023). Several credit lines taken out with financial institutions have been renewed and increased, thus providing additional liquidity when necessary (Note 15).
- Personnel expenses: The Group has made labor costs more flexible during the year through temporary labor force adjustment plans (ERTE by its acronym in Spanish), mainly in Spain and Italy. In the other markets where these type of plans do not exist a mix of measures have been implemented to reduce our costs and ensure that our employees are available for resuming operations as soon as local authorities allow us to (Note 20.1).
- Fixed gaming taxes (only applicable in Spain): Spanish gaming associations, of which Cirsa is a major member, have managed to negotiate a full or partial suspension and/or postponement in the payment of fixed taxes in most of the 17 Spanish tax jurisdictions (Note 16).
- Operating leases: most lease arrangements have been renegotiated in order to fully or partially suspend and/or postpone payments during the state of emergency in each of the countries in which the Group operates (Note 19).
- Other fixed expenses: a comprehensive cost reduction scheme has been implemented by reviewing the terms and conditions with suppliers, cancelling contracts and/or implementing other cost reduction measures (Note 20.2).

Although further temporary shutdowns may occur in the short term, and openings will be subject to certain restrictions on capacity and number of customers, the Group estimates, based on the most recent cash flow projections, that activity will gradually go back to normal. This situation, together with the most recent estimates and a robust cash position (283 million euros at December 31, 2020), does not compromise the Group's ability to continue as a going concern, and therefore the Group will be able to meet its financial obligations.

1.3 Group structure

The Parent Company, which is domiciled in Madrid, at Calle Fermina Sevillano, 5-7, is a subsidiary of its Sole Shareholder LPMC Midco, S.a.r.l., which is in turn a subsidiary of LPMC, Topco, S.a.r.l. (both domiciled in Luxembourg, at Rue Eugène Ruppert, 2-4). The fund that holds the shares of the new Cirsa Enterprises Group is ultimately controlled by The Blackstone Group.

The details of the Company's subsidiaries at December 31, 2020 and 2019 are shown on the Appendix, classified into the following categories:

- Subsidiaries: Subsidiaries are companies controlled either directly or indirectly by the Company so that it can manage the financial and operating policies in order to obtain profit from the investment.
- Associates: The associates are enterprises not included in the previous two categories and in which there is an ownership interest on a long-term basis that favors their activity, but with limited influence over their management and control.

(NOTA: The 'Ownership percentage' column in the Appendix is obtained by multiplying the successive percentages over the ownership chain and, therefore, shows the final ownership at Company level).

1.4 Changes in the scope of consolidation

The changes in the scope of consolidation are summarized as follows:

2020

- Acquisition of companies

(Thousands of euros)	% voting rights	Consolidation method	Total Assets in the consolidated statement of financial position at December 31, 2020	Operating revenue in the 2020 consolidated statement of comprehensive income
Playspace, S.L.	100%	Full	16,322	484

The acquisition shown in the table above has given rise to a business combination.

The information on the business combination carried out during the year is shown in Note 4.

- Incorporation of companies

(Thousands of euros)	% voting rights	Consolidation method
Inversiones Pañanitas S.A.	70%	Full
Inversiones Pacanoas S.A.	70%	Full
Inversiones Vertiagio S.A.	70%	Full

- Sale of companies resulting in loss of control

During the current year, the following companies have been sold resulting in a loss of control and/or significant influence on their businesses:

	Ownership % at prior year end	Consolidation method at prior year end	Ownership % after the sale	Consolidation method after the sale
Juegos San José, S.A.	47.5%	Full	-	-

- Winding-up of companies

In 2020, the following companies have been wound up:

(thousands of euros)	At December 31, 2019		
	% held by the Group	Consolidation method	Total Assets in the consolidated statement of financial position
Bumex Land, S.L.	100%	Full	756
Hosteleria 1000, S.L.	100%	Full	423

- Changes in the ownership percentage

The changes in the ownership percentage during 2020 are as follows:

	Consolidation method		Percentage	
	2020	2019	At December 31, 2020	At December 31, 2019
Comdibal 2000, S. L.	Full	Full	100%	75%
Palabingo, SRL	Full	Full	100%	56%

2019

- Acquisition of companies

(Thousands of euros)	% voting rights	Consolidation method	Total Assets in the consolidated statement of financial position at December 31, 2019	Operating revenue in the 2019 consolidated statement of comprehensive income
First Game, S.L.U.	100%	Full	782	758
Fomento Advenio 1, S.A. DE C.V. (*)	100%	Full	10,836	663
Palabingo, S.R.L.	56%	Full	3,641	4,059
Recreativos Sortia, S.L.U.	100%	Full	1,069	1,450
Redeye Games, S.L.U.	100%	Full	1,079	1,313
Subgrupo Giga Games (**)	100%	Full	302,740	66,147
			320,147	74,390

(*) Fomento Advenio 1, S.A. de C.V. is the owner of Casino Central, a 7 casino hall business in Mexico.

(**) On July 31 the Giga Games subgroup was acquired as a result of gaining control of 100% of the company Giga Games System Operation, S.L., the parent of the subgroup, which includes 30 other companies.

All acquisitions shown in the table above have given rise to a business combination.

The information on the business combinations carried out during the year is shown in Note 4.

- Incorporation of companies

During the current year the company Sportium Servicios de Gestión, S.L.U. was incorporated. Its activity consists in the provision of corporate services to the Sportium subgroup companies. The assets and revenue of this company at December 31, 2019 are not material.

- Sale of companies resulting in loss of control

During the current year, the following companies have been sold resulting in a loss of control and/or significant influence on their businesses:

	Ownership % at prior year end	Consolidation method at prior year end	Ownership % after the sale	Consolidation method after the sale
Ferrojuegos, S.A.	100%	Full	-	-
Metroservi Andaluza de Salones, S.L.	25%	Equity	-	-

The gains/(losses) that said sales have generated in the consolidated financial statements are not material, nor have they generated any change in non-controlling interests.

- Changes in the consolidation method

The changes in the ownership percentage during 2019 are as follows:

	Consolidation method		Percentage	
	2019	2018	At December 31, 2019	At December 31, 2018
Sportium subgroup	Full	Equity	100%	50%

In October 2019 the group company Cirsa Slot Corporation, S.A. Acquired the remaining 50% of Sportium Apuestas Deportivas, S.A., gaining effective control of the Sportium subgroup. Consequently, at December 31, 2019 the Sportium subgroup has been integrated into the consolidated financial statements using the full consolidation method. The gaining of control of 100% of Sportium has given rise to a business combination. Its effects are shown in Note 4.

- Changes in the ownership percentage

The changes in the ownership percentage during 2019 are as follows:

	Consolidation method		Percentage	
	2019	2018	At December 31, 2019	At December 31, 2018
Apuestas Electrónicas, S.L.U.	Full	Full	75.5%	51.0%
Comdibal 2000, S. L.	Full	Full	75.5%	51.0%
Comercial de Recreativos Salamanca, S.A.U.	Full	Full	75.5%	51.0%
Egartronic, S.A.	Full	Full	75.5%	51.0%
Iber Matic Games, S.L.	Full	Full	75.5%	51.0%
Interplay, S.A.U.	Full	Full	75.5%	51.0%
Juegos Del Oeste, S.L.U.	Full	Full	75.5%	51.0%
Montri, S.A.U.	Full	Full	75.5%	51.0%
S.A. Explotadora de Recreativos	Full	Full	90.0%	61.4%
Servi-Joc, S.A.	Full	Full	85.0%	51.0%
Tecnijoc, S.L.U.	Full	Full	75.5%	51.0%
Tecnoappel, S.L.	Full	Full	75.5%	51.0%
Yumbo San Fernando, S.A.	Full	Full	100.0%	60.0%

The changes in the table above correspond to several acquisition of additional ownership interests. However, the consolidation method has not changed since the full consolidation method was already used in the prior year.

- Other changes in equity

In 2019, the following companies have been dissolved or wound up:

(thousands of euros)	At December 31, 2018		
	% held by the Group	Consolidation method	Total Assets in the consolidated statement of financial position
Bingaser, A.I.E.	100%	Full	28
Gironina de Bingos, S.L.	21%	Equity	223
Losimai, S.A.U.	100%	Full	508
Red de Bingos Andaluces, A.I.E.	54%	Full	29
Red de Juegos y Apuestas de Madrid, S.A.	40%	Equity	23
Servicios Integrales del Juego, A.I.E.	100%	Full	108

Said transactions have not generated significant results for the Group.

Additionally, the following changes in the scope due to mergers between group companies have occurred, without affecting the consolidated figures.

Acquired Group company	Acquiring Group company
Cirsa+, S.R.L.	Cirsagest, S.P.A.U.
Elettronolo Firenze, S.R.L.U.	Cirsagest, S.P.A.U.
Inmobiliaria Rapid, S.A.C.	Gaming and Services, S.A.C.
Salón de Juegos Portal, S.A.U.	Gaming and Services, S.A.C.
Sierra Machines, S.A.C.	Gaming and Services, S.A.C.
Casino El Cacique, S.A.U.	Grupo Cirsa De Costa Rica, S.A.U.
Casinos Pájaro Trueno, S.A.U.	Grupo Cirsa De Costa Rica, S.A.U.
Cirsa Estrellas del Caribe, S.A.U.	Grupo Cirsa De Costa Rica, S.A.U.
Cirsa Gran Entretenimiento De Costa Rica, S.A.U.	Grupo Cirsa De Costa Rica, S.A.U.
Operación Banshai, S.A.U.	Grupo Cirsa De Costa Rica, S.A.U.
Patterson Lake Business Services, S.A.U.	Grupo Cirsa De Costa Rica, S.A.U.
Recreativos Miami, S.A.U.	Unión de Operadores Reunidos, S.A.

Finally, several changes to the corporate names of group companies have been made: Italtronic, S.r.l. is now Cirsa Retail, S.r.l. and Cirsa Digital, S.A. is now Sportium Apuestas Digital, S.A.

2. BASIS OF PRESENTATION AND ACCOUNTING STANDARDS

2.1 Basis of presentation

The Group prepares consolidated financial statements in accordance with the International Financial Reporting Standards adopted by the European (IFRS-EU) Union published by the International Accounting Standards Board (IASB) and further interpretations. At the date these consolidated financial statements were authorized for issue, the consolidated financial statements of the Cirsa Group in Luxembourg had not yet been prepared by LPMC Topco, S.a.r.l.

The financial statements of the companies comprising the Group have yet to be approved by the corresponding General Meetings of Shareholders or Owners. However, the Board of Directors of the Group Parent expect that the aforementioned financial statements will be approved without significant modification and, therefore, they will have no impact on the accompanying consolidated financial statements.

The accounting policies used in the preparation of these consolidated financial statements comply with each of the prevailing standards at the date of their issuance. The International Financial Reporting Standards as adopted by the European Union establish application alternatives in some cases. The options applied by the Group are described in the several accounting policies detailed in these Notes.

The consolidated financial statements for the year ended December 31, 2020 have been prepared by the parent company Cirsa Enterprises, S.L.U. and show comparative information for the prior year, which covers the period comprised between January 1, 2019 and December 31, 2019.

2.2 Estimates and judgments

The preparation of the consolidated financial statements requires Group Management to exercise judgment and to make estimates and assumptions that affect the application of the accounting policies and the recorded assets, liabilities, income and expenses. The estimates and assumptions taken into account have been based upon historical experience and other factors which were considered to be reasonable in the light of the circumstances. Consequently, the results obtained could differ from those assumptions.

The estimates and assumptions are continuously reviewed. Any changes to accounting estimates are recognized in the period they are made if they apply solely to that period, or for that period and subsequent periods if they affect both. The key estimates and judgments are as follows:

- **Business combinations and goodwill**

The Group assesses for each business combination, the fair value of assets, liabilities and acquired contingent liabilities, allocating the cost of the business combination to the identified elements. Likewise, goodwill arising from the acquisition is assigned to its corresponding cash-generating unit, based on expected synergies, for subsequent impairment tests (Notes 4 and 10).

- **Impairment of assets**

The Group assesses for impairment at year end for all non-financial assets which carrying amount could be unrecoverable. Goodwill and intangible assets with an indefinite useful life are tested for impairment annually, or when there is evidence of impairment, based on financial projections and estimates of future operating cash flows. During 2020 and 2019 the Group has not recorded any impairment losses on goodwill, whereas it has recognized impairment on intangible assets in 2020 amounting to 11,644 thousand euros (8,000 thousand euros in 2019) (Note 10).

- Useful life of non-current assets with finite lives

The Group regularly reviews the useful lives of its items of property, plant and equipment and intangible assets. If its estimates of useful life are changed, it prospectively adjusts allocations to depreciation or amortization. During the years 2020 and 2019 it was not necessary to readjust the useful life of any non-current asset with finite life.

- Recoverability of deferred tax assets

When the Group, or any of the companies included in it, recognizes deferred tax assets, the estimated taxable profits that will be generated in future years are reviewed at year end in order to assess their recoverability, and any impairment loss is recognized accordingly. At December 31, 2020 the Group has recorded deferred tax assets amounting to 98,584 thousand euros (61,337 thousand euros at December 31, 2019), as indicated in Note 18.4.

- Provision for taxes and other risks

Provisions are recognized for taxes and risks that will probably arise based on related studies carried out regarding the likelihood that these risks may occur, and the amounts they would entail, recognizing a provision when they are assessed as probable. At December 31, 2020 the Group has recorded provisions for taxes and other risks amounting to 15,372 thousand euros (14,735 thousand euros at December 31, 2019), as detailed in Note 17.

- Consolidation methods

The assessment of whether control is exercised when the Group does not have absolute majority of voting rights, but agreements with the other shareholders have been reached, requires the Group to make estimates and judgments to determine whether it has unilateral rights to manage relevant activities in accordance with IFRS 10. Additionally, in order to establish the consolidation method of certain entities over which control is not exercised also requires Group Management to make judgments and estimates to determine whether they are considered jointly controlled companies, joint operations or associates for the purposes of preparing these consolidated financial statements.

2.3 Standards and interpretations approved by the European Union applied for the first time in the current year

The accounting policies used in the preparation of these consolidated financial statements comprise all applicable standards at the beginning of the period, including those that came into force in the current year:

Revised version of the Conceptual Framework for Financial Reporting underpinning IFRS Standards

The Conceptual Framework sets out the fundamental concepts of financial reporting that guide the Board in developing IFRS Standards. It helps to ensure that the Standards are conceptually consistent and that similar transactions are treated the same way. The Conceptual Framework also assists companies in developing accounting policies when no IFRS Standard applies to a particular transaction.

The revised Conceptual Framework includes: a new chapter on measurement; improved definitions and guidance; and clarifications in more important areas, such as prudence and measurement of uncertainty.

IAS 1 and IAS 8 - Definition of Material

The amendments clarify the definition of material and how it should be applied. In addition, the explanations accompanying the definition have been improved and ensure that it is consistent across all IFRS Standards. These amendments have had no significant impact on the consolidated financial statements.

IFRS 7, IFRS 9 and IAS 39 - Interest Rate Benchmark Reform

These amendments include a number of reliefs, which apply to all hedging relationships that are directly affected by interest rate benchmark reform. A hedging relationship is affected if the reform gives rise to uncertainties about the timing and or amount of benchmark-based cash flows of the hedged item or the hedging instrument. These amendments have had no significant impact on the consolidated financial statements.

IFRS 3 - Business combinations

The amendments change the definition of a business in IFRS 3 to determine whether a transaction should be accounted for as a business combination or as an acquisition of a group of assets.

The new definition of a business highlights that the output of a business is to provide goods or services to customers that generate investment income (such as dividends or interest) or other income from ordinary activities.

IFRS 16 - Covid-19-Related Rent Concessions

These amendments allow a lessee, as a practical expedient, not to assess whether a covid-19 related rent concession is a lease modification. A lessee that makes this election accounts for concessions in accordance with IFRS 16 Leases as if the said concessions were not a lease modification.

The practical expedient applies only to rent concessions occurring as a direct consequence of the COVID-19 pandemic and only if certain conditions are met. The Group has elected not to apply the practical expedient.

2.4 Standards and interpretations published by the IASB, but not applicable in the current year

The Group intends to adopt the standards, interpretations and amendments issued by the IASB, whose application is not mandatory in the European Union as at the date of authorizing the accompanying consolidated financial statements for issue, when they are effective, to the extent applicable to the Group.

IAS 1 - Presentation of Financial Statements: Classification of financial liabilities as current or non-current

In January 2020, the IASB issued amendments to paragraphs 69 to 76 of IAS 1 Presentation of Financial Statements to specify the requirements for classifying liabilities as current or non-current. Specifically, the amendments clarify:

- What is meant by a right to defer settlement.
- That a right to defer must exist at the end of the reporting period.
- That classification is unaffected by the likelihood that an entity will exercise its deferral right.
- That only if an embedded derivative in a convertible liability is itself an equity instrument would the terms of a liability not impact its classification.

The amendments are effective for annual periods beginning on or after January 1, 2023 and must be applied retrospectively.

IAS 16 - Proceeds before Intended Use

The amendments, issued by the IASB in May 2020, prohibit a company from deducting from the cost of property, plant and equipment amounts received from selling items produced while the company is preparing the asset for its intended use. Instead, a company will recognize such sales proceeds and related cost in profit or loss.

The amendments are effective for annual periods beginning on or after January 1, 2022. The Group does not expect that these amendments will have any significant impact.

IAS 37 - Cost of Fulfilling a Contract

These amendments, issued by the IASB in May 2020, specify which costs an entity includes in determining the cost of fulfilling a contract for the purpose of assessing whether the contract is onerous. The amendments propose a “direct cost approach”.

These amendments are effective for annual periods beginning on or after January 1, 2022.

IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16: Interest rate benchmark reform – Phase 2

In August 2020 the IASB issued amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16: Interest rate benchmark reform – Phase 2. These amendments provide temporary relief from financial reporting while Interbank Offered Rates (IBORs) are replaced with risk-free rates (RFRs).

IFRS 17 Insurance contracts

In May 2017 the IASB issued IFRS 17 *Insurance contracts*, a comprehensive new accounting standard for insurance contracts covering recognition and measurement, presentation and disclosure. Once effective, IFRS 17 replaces IFRS 4 Insurance Contracts that was issued in 2005. IFRS 17 applies to all types of insurance contracts (i.e., life, non-life, direct insurance and re-insurance), regardless of the type of entities that issue them, as well as to certain guarantees and financial instruments with discretionary participation features. A few scope exceptions will apply. The overall objective of IFRS 17 is to provide a more useful and consistent accounting model for insurance contracts among insurance companies. In contrast to the requirements in IFRS 4, which are largely based on grandfathering previous local accounting policies, IFRS 17 provides a comprehensive model for insurance contracts, covering all relevant accounting aspects. The core of IFRS 17 is the general approach, supplemented by:

- A specific adaptation for all contracts with direct participation features (variable fee approach).
- A simplified approach (premium allocation approach) mainly for contracts with shorter duration.

IFRS 17 is effective for periods beginning on January 1, 2022 (taking into account the delay in its coming into effect) or after. and comparative figures must be included. Early application is permitted for entities that apply IFRS 9 and IFRS 15 on or before the date of initial application of IFRS 17. This standard is not applicable to the Group.

2.5 Consolidation methodology

Consolidation methodology is described in the following sections:

Consolidation methods

The methods applied to obtain these consolidated financial statements were as follows:

- Full consolidation method for subsidiaries
- Equity method for associates and jointly controlled companies

Harmonization

The financial year of the companies within the consolidation perimeter ends on December 31. For consolidation purposes the corresponding 2020 financial statements of each company have been used.

The accounting principles applied by the companies comply with Group policies and, accordingly, no harmonization adjustments were necessary.

Elimination of internal transactions

The intercompany balances arising from financial operations, rental agreements, payment of dividends, financial assets and liabilities, purchase and sale of inventories and non-current assets and rendering of services have been eliminated. In regard with purchase and sale transactions, the unrealized margin on assets, as well as depreciation, has been adjusted in order to show the assets at their original cost to the Group.

Translation of financial statements in foreign currency

The financial statements of foreign companies have been translated into euros prior to their consolidation following the year-end rate method. Accordingly, the assets and liabilities are translated at the exchange rate prevailing at December 31, capital and reserves are translated at the historical exchange rate, and income and expenses at the average exchange rate of the year. Differences arisen from this process have been recorded directly under Translation differences in net equity.

2.6 Business combinations

When Group gains control over one constituted business, or directly over a business' net assets, the consideration transferred is assigned to assets, liabilities and contingent liabilities, measured at fair value. The difference between the sum of fair values and the sum of the consideration transferred plus the amount of any non-controlling interest in the acquiree at acquisition date is recognized as goodwill where it is positive or as income in the consolidated statement of comprehensive income where the difference is negative.

The consideration transferred in a business combination is measured at fair value. This is calculated as the sum of the acquisition fair values of the assets transferred by the acquirer, the liabilities incurred by the acquirer to former owners of the acquiree, and the equity interests issued by the acquirer.

The costs related to the acquisition, such as finder's fees, advice, legal, accounting valuation and other professional or consulting fees, are recognized as expenses in the years when they are incurred and the services are provided.

2.7 Intangible assets

Intangible assets are initially measured at acquisition cost less accumulated amortization and any impairment loss.

Goodwill is not amortized as it is considered to have an indefinite useful life. Instead, it is tested for impairment at least annually as well as intangible assets with indefinite useful lives. Likewise, the net carrying amount of intangible assets having finite useful life is tested for impairment when there is evidence or changes of not recovering the carrying amount, similar to the criteria established for property, plant and equipment.

Research expenses are charged to expenses when incurred, while development costs related to an individual project are capitalized when the Group can demonstrate the technical feasibility and profitability, the availability of financing resources, and incurred costs can be measured reliably. Development expenses to be capitalized, including the cost of materials, personnel expenses directly attributable and a fair proportion of overheads, are amortized using a declining method (50% the first year) over the period for which they expect to obtain profits or income from such project, which generally comprises three years.

Amounts paid to the owners of the sites where the slot machines are located on an exclusivity basis are capitalized as installation rights. They are amortized on a straight-line basis over the contract term.

Administrative concessions are amortized on a straight-line basis, according to the concession term, as well as transfer rights of leased premise.

Software is amortized on a straight-line basis over three years.

2.8 Property, plant and equipment

Property, plant and equipment are measured at acquisition cost less accumulated depreciation and any recognized impairment loss.

The Group assesses whether there is an indication that the net carrying amount of property, plant and equipment may be impaired. If any indication exists, assets or cash-generating units are recorded at their recoverable amount.

Expenses for repairs which do not prolong the useful life of the assets, as well as maintenance expenses, are taken to the income statement in the year incurred. Expenses incurred for expansion or improvements which prolong the useful life of the asset are capitalized. Future expenses for restoring and retirement are recognized, at present value, as a cost component, with a liability provision as counterpart.

Depreciation charges are calculated over the estimated useful lives of the assets. Property, plant and equipment are generally depreciated on a straight-line basis over their estimated useful life. A declining basis is used alternatively for some assets, basically slot machines, since it better follows the actual pattern of income related to these assets.

	Method	Rate
Commercial buildings (new/used) and plant	Straight-line	2-4%
Production installations (new/used)	Straight-line	8-16%
Other installations	Straight-line	8-12%
Production machinery	Straight-line	10%
Other production equipment	Straight-line	20%
New slot machines ("A" and "B" / "V" and "C")	Declining/Straight line	20%
Used slot machines	Straight-line	40%
Furniture (new/used)	Straight-line	10-20%
Vehicles (new/used)	Declining/Straight line	10-32%
Tools and furniture (new/used)	Straight-line	30-60%
Data processing equipment (new/used)	Declining/Straight line	25-50%
Molds and dices	Straight-line	25%
Other PP&E items	Straight-line	16%

The finite useful life of slot machines is necessarily subject to exogenous factors (mainly market and competence) of difficult forecast. In the event that such equipment completes its useful life before the base period used for depreciation, the net balance of the related good at the removal date is charged as depreciation for the year, given its recurrent and typical features, as well as its corrective nature of systematic depreciation performed on related goods.

2.9 Investments in associates

Investments are accounted for under the proportional consolidation method or the equity method, that is, they are accounted initially at cost and its carrying amount is increased or decreased in order to recognize the part of the result of the invested company attributed to the Group from the acquisition date.

Part of the profit (loss) for the year of the invested company is recorded in the Group consolidated statement of comprehensive income. Dividends received reduce the amount of the investment.

Changes in the invested company's equity different than those generated by income of the period are directly recorded as changes in the Group's net equity.

2.10 Financial assets

Financial assets are initially recorded at fair value. For investments not measured at fair value with changes in results, directly attributable transaction costs are added. The Group establishes the classification of financial assets at the initial recognition, and, when appropriate and allowed, the classification is assessed again at each year end.

Loans and receivables

The Group recognizes in this category trade and non-trade receivables, which include financial assets with fixed or determinable payments not quoted on active markets and for which the Group expects to recover the full initial investment, except, where applicable, in cases of credit deterioration.

Following initial recognition, these financial assets are measured at amortized cost.

Nevertheless, trade receivables which mature within less than one year with no contractual interest rate, as well as prepayments and loans to personnel, the amount of which is expected to be recovered in the short term, are carried at nominal value both at initial and subsequent measurement, when the effect of not discounting cash flows is not significant.

2.11 Derecognition of financial assets and liabilities

Financial assets (or, when applicable, part of a financial asset or part of a group of similar financial assets) are derecognized when:

- Rights to related cash flows have expired;
- The Group has retained the right to receive related cash flows, but has assumed the liability of fully paying them within the established terms to a third party under a transfer agreement;
- The Group has transferred the rights to receive related cash flows and (a) has substantially transferred the risks and rewards incidental to the ownership of the financial asset, or (b) has not transferred or retained the asset's risks and rewards, but has transferred the control over the asset.

Financial liabilities are derecognized when the related liability is settled, cancelled or expired. When a financial liability is replaced for other from the same borrower but with substantially different terms, or the conditions of the existing liability are substantially modified, such change or modification is recorded as a disposal of the original liability and an addition of a new liability. Difference of related carrying amounts is recognized in the consolidated statement of comprehensive income.

2.12 Inventories

Inventories are accounted for at the lower of the acquisition cost and the recoverable amount.

The recoverable amount of raw materials is the replacement cost. Nevertheless, no provision is set aside for raw materials and other consumables used in production, if the finished products in which they are to be incorporated will be sold above cost. The recoverable value of finished products corresponds to the estimated sales price less related selling expenses.

The cost value of finished products includes materials measured at the weighted average acquisition price, third-party work, labor and production overhead.

2.13 Cash and cash equivalents

This heading includes cash, current accounts, bank deposits and other financial investments maturing within less than three months from the acquisition date, provided that risks of the substantial alteration of their value are not significant.

In terms of the consolidated statement of cash flows, cash and cash equivalents include the abovementioned concepts, net of bank overdrafts, if applicable.

2.14 Impairment of assets

Non-financial assets

The Group assesses at each year end whether there is an indication that a non-current asset may be impaired. If any indication exists, and when an annual impairment test is required, the Group estimates the asset's recoverable amount. The recoverable amount is the higher of the cash-generating unit (CGU) fair value less cost to sell and value in use, and it is established for each separate asset, unless for assets that do not generate cash inflows that are largely independent of those from other assets or groups of assets. When the carrying amount of an asset exceeds its recoverable amount, the asset is considered impaired and its carrying amount is reduced to the recoverable amount. To assess value in use, expected cash flows are discounted to their present value using risk free market rates, adjusted by the risks specific to the asset. Impairment losses from continuing activities are recognized in the consolidated statement of comprehensive income.

The Group assesses at year end indicators of impairment losses previously recorded in order to verify whether they have disappeared or decreased. If there are indicators, the Group estimates a new recoverable amount. A previously recognized impairment loss is reversed only if the circumstances giving rise to it have disappeared, since the last loss for depreciation was recognized. In this regard, the asset's carrying amount increases to their recoverable amount. The reversal is limited to the carrying amount that would have been determined had no impairment loss been recognized for the asset.

The reversal is recognized in the consolidated statement of comprehensive income. Upon such reversal, the depreciation expense is adjusted in the following periods to amortize the asset's revised book value, net of its residual value, systematically over the asset's useful life.

Financial assets

The Group assesses at year end if financial assets or group of financial assets are impaired. To assess the impairment of certain assets, the following criteria are applied:

- Assets measured at amortized cost

If there is objective evidence that there is an impairment loss of loans and other receivables recorded at amortized cost, the loss is measured as the difference between the book value and the present value of estimated cash flows, discounted at the current market rate upon initial recognition. The book value is reduced by an allowance, and the loss is recorded in the consolidated statement of comprehensive income.

Impairment loss is reversed only if the circumstances giving rise to it have ceased to exist. Such reversal is limited to the carrying amount of the financial asset that would have been recognized on the reversal date had no impairment loss been recognized.

In regard with trade and other receivables, when there is objective evidence of not collecting them, an adjustment is made based on identified bad debts risk.

2.15 Provisions

Provisions are recognized when:

- the Group has a present obligation either legal, contractual or constructive as a result of past events;
- it is probable that an outflow of resources will be required to settle the obligation; and
- the amount of the obligation can be reliably measured.

When the effect of the cash temporary value is significant, the provision is estimated as the present value of the future cash flows required to settle the obligation.

The discount rate applied in the assessment of the obligation's present value only corresponds to the temporary value of money and does not include the risks related to the estimated future cash flows related to the provision. The increase of the provision derived from the aforementioned discount is recorded as a financial expense.

2.16 Interest yield loans and credits

Loans and credits are initially measured at cost value, which is the fair value of the contribution received, net of issuance costs related to the debt.

Upon initial recognition, interest yield loans and credits are recognized at amortized cost using the effective interest rate method, including any issuance cost and discount or settlement premium.

2.17 Translation of balances in foreign currency

Transactions in foreign currency are translated at the spot rate prevailing at the date of the transaction. Monetary assets and liabilities denominated in foreign currency are translated at the spot rate prevailing at the closing date. Unrealized exchange gains or losses are recognized in the consolidated statement of comprehensive income. As an exception, exchange gains or losses arising from monetary assets and liabilities that reflect investments in foreign subsidiaries are recorded in *Translation differences* in equity, with no impact on the consolidated statement of comprehensive income.

2.18 Leases

At inception of a contract, the Group assess whether the contract is, or contains, a lease, that is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

Group as lessee

The Group applies a single recognition and measurement approach for all leases, except for leases of low-value assets and short-term leases. The Group recognizes the lease liabilities representing its obligation to make lease payments and the assets representing the right to use the underlying leased asset.

i) Right-of-use assets

The Group recognizes the right-of-use assets at the commencement of the lease (that is, the date on which the underlying asset is available for use). Right-of-use assets are measured at cost, less accumulated depreciated and impairment losses, and adjusted for any remeasurement of the lease liabilities. The cost of the right-of-use asset comprises the amount of recognized lease liabilities, initial direct costs incurred and lease payments made at or before the commencement of the lease, less any lease incentives received. Right-of-use assets are depreciated on a straight-line basis over the shortest lease term and the useful lives of the assets.

If ownership of the leased asset is transferred to the Group at the end of the lease term or the cost shows the exercise of a purchase option, depreciation is calculated using the estimated useful live of the asset. Right-of-use assets are also subject to impairment. Accounting policies are described in Note 2.14.

ii) Lease liabilities

At the commencement of the lease, the Group recognizes a lease liability at the present value of the lease payments to be made over the lease term. Lease payments include fixed payments (including in-substance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be payable under residual value guarantees. Lease payments also include the exercise price of a purchase option if the Group is reasonably certain to exercise that option and payments of penalties for terminating the lease, if the lease term reflects the Group exercising an option to terminate the lease. Variable lease payments that depend on an index or a rate are recognized as expenses in the period in which the event or condition that triggers those payments occurs.

To calculate the present value of the lease payments, the Group uses its incremental borrowing rate at the commencement of the lease because the interest rate implicit in the lease cannot be readily determined. Subsequent to the commencement of the lease, the carrying amount of lease liabilities is increased to reflect interest thereon and reduced to reflect the lease payments made. Additionally, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (ie changes in future lease payments resulting from a change in an index or rate used to determine those payments) or a change in the assessment of an option to purchase the underlying asset.

iii) Short-term leases and leases of low-value assets

The Group applies the recognition exemption for short-term leases to its short-term leases on machinery and equipment (that is, leases that, at the commencement date, have a lease term of 12 months or less and do not contain a purchase option). It also applies the recognition exemption for leases of low-value assets to office equipment leases that are considered of low value. Lease payments associated with short-term leases or leases of low-value assets are recognized as an expense on a straight-line basis over the lease term.

2.19 Income

Revenues are recognized when it is probable that the economic benefits from the transaction will flow to the Group and the amount of income and costs incurred or to be incurred can be reliably measured.

Revenues from exploiting slot machines are measured at the collected amount. The percentage of the amount collected from slot machines attributable to the owner of the premises where the machine is located is included as operating expense under *Variable rent*.

Revenues from bingo cards are recognized for the total amount of sold cards, based on their face value, while recognizing the prizes granted to players as a decrease in operating revenues. The card cost is recorded in *Consumptions*, and the gaming tax rate over purchased bingo cards is included under *Gaming taxes*.

Revenue from casinos and sporting bets is recorded for the net amount from the game ("win"), after deducting prizes removed by players.

Revenue from sale of finished products is measured when risks and significant benefits incidental to the ownership of the assets have been transferred to the buyer and the outcome can be estimated reliably, circumstance that generally arises with the effective goods delivery.

Interest income is recorded based on the time passed, including the asset's effective yield.

2.20 Restructuring expenses

Expenses incurred in restructuring processes, mainly indemnities to personnel, are recognized when a formal and detailed plan exists to perform such process by identifying the main parameters (i.e. main locations, functions and approximate number of affected employees, estimated payments and the implementation schedule) and creating a real and valid expectation among affected employees in regard with the process.

2.21 Income tax

Deferred income tax is recognized on all temporary differences at the closing date between the tax bases of assets and liabilities and their carrying amounts in the statement of financial position.

Deferred tax liabilities are recognized for all temporary differences, except for taxable temporary differences arisen from an acquired goodwill, which amortization is not tax deductible and those arisen upon the initial recognition of an asset or liability in a transaction, other than a business combination, and that at the transaction date did not affect the accounting or the tax result.

Likewise, a deferred tax liability is recognized for all taxable temporary differences from investments in subsidiaries, associates or jointly controlled companies, except when both the following conditions are met: (a) the Group is able to manage the reversal date of the temporary difference and (b) the temporary difference will not be reversed in the future. In this regard, when the results are generated in subsidiaries in countries where there is not an agreement to avoid double taxation and the Group's policy is the repatriation of dividends, the Group records a deferred tax related to the effective amount that would be filed when profits are repatriated.

Deferred tax assets are recognized for all deductible temporary differences, tax credits related to unused tax loss carryforwards and unused deductions, to the extent that it is probable that future taxable profit will be available against which these assets may be utilized, except for deductible temporary differences arisen upon the initial recognition of an asset or liability in a transaction, other than a business combination, and that at the transaction date did not affect the accounting or the tax result.

Furthermore, only a deferred tax asset is recognized for all deductible temporary differences from investments in subsidiaries, associates or jointly controlled companies when both the following conditions met: (a) the temporary difference will be reversed in the future, and (b) it is probable that future taxable profit will be available against which these temporary differences may be utilized.

The recovery of deferred tax assets is reviewed at year end, reducing the amount in assets to the extent that it is probable that future taxable benefits will not be available and consequently these assets could not be utilized.

Deferred taxes are measured based on the tax legislation and charge rates enacted or to be enacted, at the date of consolidated statement of financial position.

Deferred tax assets and liabilities are not discounted and are classified as non-current assets or non-current liabilities, respectively.

2.22 Contingencies

When unfavorable outcome of a situation that leads to a potential loss is likely to occur (i.e. more than 50% of possibilities), the Group establishes a provision which is recorded based on the best estimate of present value of expected future disbursement. On the other hand, if expectations of favorable resolution are more likely, no provision is recorded, which is reported in the notes of existing risks, unless the possibility of a negative outcome is clearly considered remote.

2.23 Classification of current and non-current assets and liabilities

Assets and liabilities are classified in the consolidated statement of financial position as current and non-current according to their maturity date. Current assets mature within one year from the closing date, and non-current assets mature in more than such period.

3. FINANCIAL INFORMATION BY OPERATING SEGMENT

The Group's activities are organized and managed separately based on the nature of the services and products provided. Each segment represents one strategic business unit that provides different services and offers products to different markets whose operating profit or loss are examined on a regular basis by the Group's ultimate operating decision-making body in order to decide on the resources to be allocated to the segment and assess its performance.

An operating segment has been considered to be an identifiable unit of the Group responsible for supplying a unique product or service, or alternatively a set of these which are inter-related, and which is characterized by being subject to risks and yields of a different nature from those which correspond to other operating segments within the Group.

Assets, liabilities, income and expenses by segment include those directly attributable, together with those which may be reasonably attributed. Unallocated captions by the Group correspond to deferred tax assets and liabilities balances.

Transfer prices between segments are determined based on the actual costs incurred increased by a reasonable trade margin.

3.1 Operating segments

The distribution of the operating segments on which information is disclosed coincides with the information usually handled by Management. The operating segments defined by the Group are as follows:

Slots:

It owns and operates slot machines in bars, cafés, restaurants and amusement arcades in Spain and Italy. It also provides machine interconnection services in Italy.

B2B:

It designs, manufactures and distributes slot machines and gaming kits for the Spanish and international markets. The division sells directly or through distributors to other divisions of the Group, mainly slot division, and third parties

Casinos:

The Group operates with two types of casinos, traditional casinos, which include table games and casino slot machines, and electronic casinos which only operate with casino slot machines.

Bingos:

Operation of bingo halls mainly in Spain and, to a lesser extent, in Italy and Mexico. These halls operate through the sale of bingo cards to customers and, to a lesser extent, through slot machines and restaurant services.

Bets:

The Group's corporate purpose consists in the marketing and operation of bets at own or third-party halls, performance of related activities and manufacture of gaming material for bets. Additionally, the Group operates online bets in Spain through the website "sportium.es".

Other segments:

Segments that aggregately represent less than 10% of total external and internal revenue, less than 10% of the combined result of all segments with aggregated benefits, and less than 10% of total assets have been considered as irrelevant. Thus, no specific information thereon is provided and they have been grouped together under this generic heading.

The table below shows information on the income and results, certain information on assets and liabilities, and other information regarding these business segments at December 31, 2020 and 2019.

2020

(Thousands of euros)	Slots	B2B	Casinos	Bingos	Bets	Eliminations and other	Total
Assets by segment							
Allocated non-current assets	926,882	35,059	940,465	274,216	135,819	562,810	2,875,251
Unallocated non-current assets	-	-	-	-	-	98,584	98,584
Allocated current assets	138,262	34,516	66,356	28,919	23,587	106,900	398,540
Total Assets	1,065,144	69,575	1,006,821	303,135	159,406	768,294	3,372,375
Liabilities by segment							
Allocated liabilities	(875,000)	(34,761)	(397,951)	(168,361)	(59,504)	(1,329,574)	(2,865,151)
Unallocated liabilities	-	-	-	-	-	(248,078)	(248,078)
Total Liabilities	(875,000)	(34,761)	(397,951)	(168,361)	(59,504)	(1,577,652)	(3,113,229)
Operating income net of variable rent							
Sales to external customers	458,623	18,162	177,055	92,374	106,616	(10,460)	842,370
Intragroup revenue	7,574	21,648	1,274	2,112	3,852	(36,460)	-
Total operating income net of variable rent	466,197	39,810	178,329	94,486	110,468	(46,920)	842,370
Profit/(loss)							
EBITDA (*)	85,727	(4,007)	34,157	5,569	18,716	(14,110)	126,052
Finance income	25,237	48	3,076	720	2,074	(29,968)	1,187
Finance costs	(38,237)	(511)	(8,007)	(4,289)	(482)	(100,391)	(151,917)
Profit/(loss) before tax	(52,684)	(12,149)	(140,953)	(54,015)	6,264	(80,081)	(333,618)
Income tax	7,830	2,902	30,074	16,801	(1,818)	9,086	64,875
Profit/(loss) after tax	(44,853)	(9,248)	(110,879)	(37,215)	4,446	(70,994)	(268,743)
Non-monetary expenses							
Charge to depreciation and amortization and impairment of assets	(118,200)	(7,122)	(144,124)	(50,872)	(13,480)	7,325	(326,473)
Change in operating provisions	(3,385)	(348)	147	(1)	(364)	(4,663)	(8,614)
Other significant expenses							
Employee benefits expense	(62,485)	(17,554)	(53,201)	(31,686)	(19,044)	(18,245)	(202,215)
Utilities and external services	(56,931)	(6,363)	(58,211)	(32,905)	(56,201)	31,069	(179,542)
Gaming taxes	(239,239)	(165)	(30,094)	(19,486)	(15,824)	(94)	(304,902)
Other segment information							
Investment in non-current assets (cash flow)	60,138	2,984	40,246	14,357	6,260	1,162	125,147
Investments in associates (balance sheet):	19,615	-	-	9,734	-	-	29,349
Non-controlling interests (profit and loss)	(944)	10	(12,280)	(890)	-	-	(14,104)

(*) EBITDA is defined for financial reporting purposes, as profit or loss before income tax, finance income or costs, profit or loss from investments in associates, profit or loss from sale/derecognition of non-current assets, change in operating provisions and depreciation and amortization charges and impairment.

2019

(Thousands of euros)	Slots	B2B	Casinos	Bingos	Bets	Eliminations and other	Total
Assets by segment							
Allocated non-current assets	1,072,518	27,863	1,647,288	567,966	175,836	(280,613)	3,210,858
Unallocated non-current assets	-	-	-	-	-	61,337	61,337
Allocated current assets	119,570	53,148	140,022	41,301	28,521	(41,193)	341,369
Total Assets	1,192,088	81,011	1,787,310	609,267	204,357	(260,469)	3,613,564
Liabilities by segment							
Allocated liabilities	(821,674)	(31,811)	(371,257)	(198,620)	(40,593)	(1,200,330)	(2,664,285)
Unallocated liabilities	-	-	-	-	-	(306,597)	(306,597)
Total Liabilities	(821,674)	(31,811)	(371,257)	(198,620)	(40,593)	(1,506,927)	(2,970,882)
Operating income net of variable rent							
Sales to external customers	773,760	47,603	537,223	246,674	31,336	(22,036)	1,614,560
Intragroup revenue	7,537	43,513	1,907	4,986	-	(57,943)	-
Total operating income net of variable rent	781,297	91,116	539,130	251,660	31,336	(79,979)	1,614,560
Profit/(loss)							
EBITDA (*)	169,554	14,011	232,439	76,687	5,112	(25,109)	472,694
Finance income	1,637	585	3,748	1,797	72	(5,896)	1,943
Finance costs	(29,876)	(577)	(6,534)	(5,503)	(22)	(123,452)	(165,964)
Profit/(loss) before tax	34,650	7,272	74,024	15,146	25,978	(130,784)	26,286
Income tax	(9,382)	(1,951)	(16,049)	(3,267)	(16)	15,959	(14,706)
Profit/(loss) after tax	25,268	5,321	57,975	11,879	25,962	(114,825)	11,580
Non-monetary expenses							
Charge to depreciation and amortization and impairment of assets	(100,795)	(6,200)	(144,375)	(51,039)	(3,109)	7,690	(297,828)
Change in operating provisions	(2,838)	(441)	43	-	-	(607)	(3,843)
Other significant expenses							
Employee benefits expense	(77,011)	(21,705)	(97,796)	(50,296)	(4,880)	(16,210)	(267,898)
Utilities and external services	(69,213)	(12,272)	(111,872)	(57,348)	(16,478)	31,709	(235,474)
Gaming taxes	(422,783)	(186)	(87,802)	(54,930)	(4,461)	(198)	(570,360)
Other segment information							
Investment in non-current assets (cash flow)	66,569	4,900	60,784	18,051	1,804	1,243	153,351
Investments in associates (balance sheet):	20,661	-	-	12,226	-	-	32,887
Non-controlling interests (profit and loss)	6,958	175	9,953	712	-	450	18,248

(*) EBITDA is defined for financial reporting purposes, as profit or loss before income tax, finance income or costs, profit or loss from investments in associates, profit or loss from sale/derecognition of non-current assets, change in operating provisions and depreciation and amortization charges and impairment.

3.2 Information on geographical segments

In the presentation of information by geographic segments, sales are based on the destination country and the assets on their location. The table below shows this information at December 31, 2020 and 2019:

2020

(Thousands of euros)	Sales to external customers	Inter-segment sales	Total revenue by segment	Assets by segment	Investments in non-current assets
Spain	479,668	50,464	530,132	1,252,306	69,605
Latin America	186,840	308	187,148	1,525,722	49,996
Italy	175,862	-	175,862	124,278	5,546
Eliminations and other	-	(50,772)	(50,772)	470,069	-
	842,370	-	842,370	3,372,375	125,147

2019

(Thousands of euros)	Sales to external customers	Inter-segment sales	Total revenue by segment	Assets by segment	Investments in non-current assets
Spain	657,059	88,534	745,593	1,175,934	74,318
Latin America	575,695	796	576,491	1,757,775	69,008
Italy	381,806	-	381,806	138,945	9,699
Eliminations and other	-	(89,330)	(89,330)	540,910	326
	1,614,560	-	1,614,560	3,613,564	153,351

4. BUSINESS COMBINATIONS AND ACQUISITIONS OF SUBSIDIARIES

4.1 Acquisitions in 2020

The breakdown of the amounts related to acquisition in 2020 is as follows:

		(Millions of euros)				
Name and description of the entities and business	Acquisition date	Acquisition cost	Fair value of the assets acquired	Non-controlling interests arisen in the business combination	Fair value of the previous ownership interest	Goodwill generated (Note 5)
Playspace, S.L.	November 2020	11,814	11,814	-	-	-

Had the acquisition taken place at the beginning of the year, consolidated operating income in 2020 would have increased by 5,592 thousand euros and consolidated profit/(loss) for the year 2020 would have increased by 236 thousand euros. Additionally, since its acquisition date this company has contributed net profit to the Group amounting to 160 thousand euros.

4.2 Acquisitions in 2019

During 2019 the breakdown of amounts related to the acquisition of Giga Group, 50% of the Sportium subgroup, and Casino Central is as follows:

(Millions of euros)						
Name and description of the entities and business	Acquisition date	Acquisition cost	Fair value of the assets acquired	Non-controlling interests arisen in the business combination	Fair value of the previous ownership interest	Goodwill generated (Note 5)
Giga Group	July 2019	283	82	(9)	-	191
Sportium subgroup	October 2019	73	107	-	73	38
Casino Central	November 2019	36	24	-	-	12
		392	213	(9)	73	242

The values of the identifiable assets and liabilities at the date of gaining control over the business combinations, excluding resulting goodwill, were as follows:

(Millions of euros)	Recognized on acquisition	Book value
Property, plant and equipment	79	28
Intangible assets	169	72
Other non-current assets	15	15
Current assets	55	55
Deferred tax liabilities arisen	(39)	(1)
Other current and non-current liabilities	(66)	(66)
	213	103

Had the acquisitions taken place at the beginning of the year, consolidated operating income in 2019 would have increased by 204,813 thousand euros and consolidated profit/(loss) for the year 2019 would have increased by 15,691 thousand euros. Additionally, since their acquisition date these companies have contributed profit to the Group amounting to 13,790 thousand euros.

4.3 Other acquisitions in 2019

The breakdown of the companies constituting a business over which unilateral and exclusive control was gained in 2019 is summarized as follows:

(Thousands of euros)						
Name and description of the entities and business	Acquisition date	Acquisition cost	Fair value of the assets acquired	Non-controlling interests arisen in the business combination	Fair value of the previous ownership interest	Goodwill generated (Note 5)
Recreativos Sortia, S.L.U.	January 2019	1,087	1,087	-	-	-
First Game, S.L.	January 2019	414	414	-	-	-
Redeye Games, S.L.	January 2019	692	692	-	-	-
Palabingo S.r.l.	September 2019	5,559	5,536	(23)	-	-
		7,752	7,729	(23)	-	-

The values of the identifiable assets and liabilities at the date of gaining control over the business combinations were as follows:

(Thousands of euros)	Recognized on acquisition	Book value
Property, plant and equipment	841	841
Intangible assets	12,992	2,050
Other non-current assets	250	250
Current assets	1,675	1,675
Liabilities (including deferred taxes generated)	(8,029)	(5,070)
	7,729	(254)

Had the acquisitions taken place at the beginning of the year, consolidated operating income in 2019 would have increased by 3,525 thousand euros and consolidated profit/(loss) for the year 2019 would have increased by 26 thousand euros. Additionally, since their acquisition date these companies have contributed net profit to the Group amounting to 533 thousand euros.

5. GOODWILL

The breakdown of and movements in goodwill by operating segment is as follows:

2020

(Thousands of euros)	2019	Additions	Other	2020
Slots	552,898	-	2,778	555,676
Casinos	481,339	2,037	3,604	486,980
Bingos	146,590	-	1,126	147,716
Bets	38,237	-	-	38,237
	1,219,064	2,037	7,508	1,228,609

2019

(Thousands of euros)	2018	Additions	Other	2019
Slots	358,197	191,310	3,391	552,898
Casinos	464,688	12,252	4,399	481,339
Bingos	145,215	-	1,375	146,590
Bets	-	38,237	-	38,237
	968,100	241,799	9,165	1,219,064

Goodwill has arisen in recent years, mainly due to the acquisition in 2018 of the Cirsa Gaming Corporation, S.A. Group and subsidiaries and significant acquisitions carried out in 2019 (Note 4.2). The *Other* column corresponds to price adjustments made in 2020 and 2019 to the acquisition of Cirsa Gaming in 2018.

At December 31, 2020 and 2019 there have been no impairment losses on goodwill (Note 10.1).

Note 10 below shows the several items related to the potential impairment test conducted on the Group's assets.

6. OTHER INTANGIBLE ASSETS

6.1 Movements

2020

(Thousands of euros)	Balance at January 1, 2020	Additions	Disposals	Transfers	Currency translation differences and other changes	Balance at December 31, 2020
COST						
Development costs and patents	70,972	7,037	(3)	-	(959)	77,047
Service concession arrangements	68,912	832	-	-	(1,212)	68,532
Installation rights	1,537,875	53,128	(23,338)	-	(95,843)	1,471,822
Transfer rights	13,618	256	(210)	-	(1,084)	12,580
Software	45,333	7,160	(7,937)	551	(2,156)	42,951
Prepayments and other	42	146	(36)	-	-	152
	1,736,752	68,559	(31,524)	551	(101,254)	1,673,084
AMORTIZATION						
Development costs and patents	(56,886)	(8,081)	2	-	478	(64,487)
Service concession arrangements	(41,176)	(5,975)	-	-	270	(46,881)
Installation rights	(373,334)	(140,492)	21,262	-	722	(491,842)
Transfer rights	(8,761)	(726)	95	-	420	(8,972)
Software	(36,517)	(3,545)	5,038	-	1,766	(33,258)
	(516,674)	(158,819)	26,397	-	3,656	(645,440)
Impairment losses	(13,129)	(13,115)	1,032	-	7	(25,205)
Net carrying amount	1,206,949	(103,375)	(4,095)	551	(97,591)	1,002,439

2019

(Thousands of euros)	Balance at January 1, 2019	Additions	Disposals	Transfers	Currency translation differences and other changes	Balance at December 31, 2019
COST						
Development costs and patents	66,527	5,457	(1,443)	-	431	70,972
Service concession arrangements	98,511	4,115	(34,745)	-	1,031	68,912
Installation rights	1,272,443	256,969	(14,425)	1,322	21,566	1,537,875
Transfer rights	13,375	1,463	(285)	(1,322)	387	13,618
Software	32,357	14,793	(2,657)	358	482	45,333
Prepayments and other	32	10	-	-	-	42
	1,483,245	282,807	(53,555)	358	23,897	1,736,752
AMORTIZATION						
Development costs and patents	(52,331)	(5,663)	1,280	-	(172)	(56,886)
Service concession arrangements	(67,459)	(7,578)	34,656	-	(795)	(41,176)
Installation rights	(219,885)	(163,678)	11,459	(1,129)	(101)	(373,334)
Transfer rights	(7,761)	(2,044)	60	1,129	(145)	(8,761)
Software	(27,264)	(11,507)	2,581	-	(327)	(36,517)
	(374,700)	(190,470)	50,036	-	(1,540)	(516,674)
Impairment losses	(4,869)	(9,360)	1,102	-	(2)	(13,129)
Net carrying amount	1,103,676	82,977	(2,417)	358	22,355	1,206,949

The *Additions* column in 2020 includes the effect of the other business combinations (Note 4), which has amounted to an overall gross value of 19,146 thousand euros (237,775 thousand euros in the prior year) and accumulated amortization of 3,143 thousand euros (55,250 thousand euros in the prior year). These amounts related almost entirely to *Installation rights*, just like in 2019.

Most of the rest of additions in 2020 and 2019 included in *Installation rights* mainly relate to the non-refundable payment in exchange for the exclusive rights to operate the halls where the slot machines were located. The disposals in this caption for both years mainly relate to installation rights pending amortization in halls which had been closed, or it was decided not to operate the machines for profitability reasons.

6.2 Development costs and patents

They mainly correspond to:

- Industrial companies: Creation of new models of slot machines and technological innovation for them. The net value at December 31, 2020 and 2019 is 5,309 and 6,958 thousand euros, respectively.
- Companies engaged in lotteries and interactive products: Software development for online gaming applications. The net value at December 31, 2020 and 2019 is 2,722 thousand euros and 3,125 thousand euros, respectively.

The internal cost of developing new models of slot machines and software for on-line games by the B2B division of the Group is recorded as development costs and patents with a charge to the corresponding expenses according to their nature in the consolidated statement of comprehensive income. Said work performed by the Group for its intangible assets in 2020 and 2019 amounts to 3,264 and 4,857 thousand euros, respectively.

Research and development costs recognized as an expense in 2020 amount to 7 thousand euros (12 thousand euros at December 31, 2019) (Note 20.2).

6.3 Service concession arrangements

The most significant items in the gross balance of service concession arrangements at December 31, 2020 are as follows:

- Official contract to manage and operate slot machine halls in the Republic of Panama for an amount of 12,904 thousand euros (13,316 thousand euros at December 31, 2019). The net value of this concession at December 31, 2020 amounts to 11,054 thousand euros (11,984 thousand euros at December 31, 2019).
- Licenses of video terminals acquired by Cirsa Italia S.p.A. for an amount of 40,768 thousand euros at December 31, 2020 (40,768 thousand euros at December 31, 2019). The net value of this concession at December 31, 2020 amounts to 4,177 thousand euros (8,257 thousand euros at December 31, 2019).

6.4 Installation rights

This caption includes the amount given in exchange for the exclusive rights to operate in the halls where the slot machines are located, and the effect of the business combination indicated in Note 4.

6.5 Impairment losses

The impairment losses recorded during 2020 mainly correspond to the impairment of installation rights for an amount of 11,644 thousand euros (8,000 thousand euros in 2019), which have been registered as a result of the impairment test made on the Group's assets (Note 10).

6.6 Other information

At 2020 year end, the net value of intangible assets in foreign companies amounts to 680,393 thousand euros (851,672 thousand euros at 2019 year end).

7. PROPERTY, PLANT AND EQUIPMENT

7.1 Movements

2020

(Thousands of euros)	Balance at January 1, 2020	Additions	Disposals	Transfers	Currency translation differences and other changes	Balance at December 31, 2020
Cost						
Land and buildings	106,029	737	(5,994)	2,708	(9,032)	94,448
Technical installations	145,798	3,287	(1,834)	678	(8,208)	139,721
Machinery	651,272	44,901	(48,134)	4,088	(47,351)	604,776
Data processing equipment	75,799	3,313	(3,119)	562	(2,729)	73,826
Transport equipment	3,998	115	(383)	7	(184)	3,553
Other installations, tools, furniture, and other PP&E	373,973	12,626	(3,276)	3,766	(17,817)	369,272
Property, plant and equipment under construction	11,294	11,530	(1,755)	(12,360)	414	9,123
	1,368,163	76,509	(64,495)	(551)	(84,907)	1,294,719
Depreciation						
Buildings	(40,270)	(6,073)	2,123	-	2,954	(41,266)
Technical installations	(92,986)	(11,019)	1,126	-	6,288	(96,591)
Machinery	(489,198)	(67,370)	33,780	1	35,931	(486,856)
Data processing equipment	(66,851)	(4,436)	2,458	(1)	2,270	(66,560)
Transport equipment	(3,490)	(154)	355	-	147	(3,142)
Other installations, tools, furniture, and other PP&E	(272,307)	(19,931)	2,573	-	13,455	(276,210)
	(965,102)	(108,983)	42,415	-	61,045	(970,625)
Impairment losses	(5,492)	(1,719)	1,624	-	401	(5,186)
Net carrying amount	397,569	(34,193)	(20,456)	(551)	(23,461)	318,908

2019

(Thousands of euros)	Balance at January 1, 2019	Additions	Disposals	Transfers	Currency translation differences and other changes	Balance at December 31, 2019
Cost						
Land and buildings	99,645	17,912	(15,988)	2,772	1,688	106,029
Technical installations	80,770	60,164	(1,281)	4,755	1,390	145,798
Machinery	561,050	139,071	(68,623)	11,295	8,479	651,272
Data processing equipment	60,449	14,852	(612)	550	560	75,799
Transport equipment	3,492	686	(202)	-	22	3,998
Other installations, tools, furniture, and other PP&E	297,541	72,163	(3,795)	4,315	3,749	373,973
Property, plant and equipment under construction	12,237	23,543	(431)	(24,045)	(10)	11,294
	1,115,184	328,391	(90,932)	(358)	15,878	1,368,163
Depreciation						
Buildings	(34,093)	(7,327)	1,747	-	(597)	(40,270)
Technical installations	(61,821)	(31,054)	1,103	(198)	(1,016)	(92,986)
Machinery	(435,242)	(99,791)	52,054	198	(6,417)	(489,198)
Data processing equipment	(53,745)	(13,293)	552	1	(366)	(66,851)
Transport equipment	(2,992)	(679)	197	-	(16)	(3,490)
Other installations, tools, furniture, and other PP&E	(225,119)	(49,315)	5,039	(1)	(2,911)	(272,307)
	(813,012)	(201,459)	60,692	-	(11,323)	(965,102)
Impairment losses	(4,711)	(13,020)	12,328		(89)	(5,492)
Net carrying amount	297,461	113,912	(17,912)	(358)	4,466	397,569

The 'Additions' column in 2020 mainly shows:

- The effect of the other business combinations (Note 4), which has amounted to an overall gross value of 172 thousand euros (189,702 thousand euros in the prior year) and accumulated depreciation of 95 thousand euros (110,322 thousand euros in the prior year).
- Investments in assets in Spain (30,451 thousand euros), Colombia (6,869 thousand euros), Italy (4,358 thousand euros), Peru (4,107 thousand euros) and Panama (10,741 thousand euros) mainly to renovate some already-installed halls, and additions of property, plant and equipment under construction amounting to 11,530 thousand euros as a result of the renovation and expansion of casinos, mainly in Latin American countries.

Additions in 2019 also included investments in assets in Spain (35,782 thousand euros), Colombia (15,986 thousand euros), Mexico (10,067 thousand euros), Peru (15,533 thousand euros) and Panama (21,786 thousand euros) mainly to renovate some already-installed halls, and additions of property, plant and equipment under construction amounting to 23,543 thousand euros as a result of the renovation and expansion of casinos, mainly in Latin American countries.

The *Disposals* column in 2020 and 2019 includes sales of several assets and other disposals, basically due to the replacement of slot machines, which in 2020 resulted in losses of 1,672 thousand euros (losses of 5,028 thousand euros in the prior year).

7.2 Work performed by the Group and capitalized

The cost value of the machines manufactured by group companies that after being sold to operational companies of the Cirsa Group are operated by them is recorded as property, plant and equipment with a charge to the corresponding expenses according to their nature in the consolidated statement of comprehensive income. The work performed by the Group and capitalized as property plant and equipment in 2020 and 2019 amounts to 29,603 and 47,795 thousand euros, respectively.

7.3 Assets used as guarantees

Several property, plant and equipment items, whose net value at December 31, 2020 and 2019 was 1,355 and 785 thousand, respectively, were used as guarantee for mortgage loan debts.

7.4 Assets subject to charges and limitations

All assets can be freely used, except for the assets used as guarantees indicated in Note 7.3 and those acquired under finance lease arrangements, whose net carrying amount is 1,478 thousand euros at December 31, 2020 (168 thousand euros at December 31, 2019).

7.5 Assets located outside of Spain

The net value of the assets located outside of Spain amounts to 167,704 thousand euros at December 31, 2020 (215,199 thousand euros at December 31, 2019).

7.6 Investment commitments

Firm investment commitments amount to 442 thousand euros at December 31, 2020 (7,225 thousand euros at December 31, 2019).

8. INVESTMENTS IN ASSOCIATES

This caption includes the following investments:

2020

(Thousands of euros)	Book value of the investment	Assets	Liabilities	Operating revenue	Profit/(loss) for the period
AOG, S.R.L.	9,734	18,558	14,383	43,533	(4,984)
Unión de Operadores Reunidos, S.A.	19,194	14,089	4,719	10,274	1,002
Other	421	16,831	11,246	23,872	(1,777)
	29,349	49,478	30,348	77,679	(5,759)

2019

(Thousands of euros)	Book value of the investment	Assets	Liabilities	Operating revenue	Profit/(loss) for the period
AOG, S.R.L.	12,226	21,833	12,754	100,976	434
Unión de operadores reunidos S.A.	18,693	11,081	2,713	23,992	5,094
Other	1,968	20,957	18,678	39,871	1,428
	32,887				

The associates consolidated using the equity method had no contingent liabilities or capital commitments at December 31, 2020 and 2019.

The annual variation in the 'Investments in associates' caption is as follows:

(Thousands of euros)	2020	2019
Balance at January 1	32,887	78,990
Share in profit/(loss) for the year	(3,538)	4,322
Business combination Sportium subgroup (Nota 4.1)	-	(50,425)
Balance at December 31	29,349	32,887

The transactions carried out during the 2020 and 2019 between the above-listed companies and the companies accounted for using the full and/or proportional consolidation method are not relevant.

9. FINANCIAL ASSETS

This caption consists of the following balances:

(Thousands of euros)	2020			2019		
	Non-current	Current	Total	Non-current	Current	Total
<u>Loans and receivables</u>						
Joint ventures and associates	317	1,388	1,705	1,659	1,749	3,408
Loans to third parties	23,441	-	23,441	29,873	-	29,873
Guarantees and deposits	9,097	7,796	16,893	9,689	19,300	28,989
Fixed income securities and deposits	-	341	341	-	12,551	12,551
Trade and other receivables	-	114,332	114,332	-	152,155	152,155
Other	7,920	1,177	9,097	8,465	3,892	12,357
	40,775	125,034	165,809	49,686	189,647	239,333
Impairment losses	(419)	(37,344)	(37,763)	(434)	(37,426)	(37,860)
	40,356	87,690	128,046	49,252	152,221	201,473

The Group considers that the fair values of these do not differ significantly from the amounts recorded.

The accumulated balance of impairment losses on non-current financial assets mainly relates to loans to third parties, whereas the amount of impairment losses on current financial assets mainly relates to trade and other receivables (36,417 and 36,560 thousand euros at December 31, 2020 and 2019, respectively). The remainder of the balance amounting to 927 thousand euros corresponds to impairment losses on current financial investments (866 thousand euros at December 31, 2019).

9.1 Loans and receivables

Balances to joint ventures and associates

This caption breaks down as follows:

(Thousands of euros)	2020	2019
Current accounts with joint ventures and associates and loans	317	1,659
Trade transactions	1,388	1,749
	1,705	3,408

(*) The amounts receivable from the joint ventures included in the table above are the remaining balances after the eliminations upon consolidation.

The annual maturity of these assets is as follows:

(Thousands of euros)	2020	2019
Within 1 year	1,388	1,749
Between 1 and 2 years	-	-
Between 2 and 3 years	-	1,659
Between 3 and 4 years	-	-
Between 4 and 5 years	317	-
	1,705	3,408

The average interest rate of these assets in 2020 was 0.5% (2019: 6.91%).

Loans to third parties

The breakdown of non-current loans to third parties is as follows:

(Thousands of euros)	2020	2019
Mortgage loan in US dollars to a company that owns a hotel in Dominican Republic where a casino operated by the Group is located. It earns an annual interest of 5%.	6,983	8,190
Accounts receivable from the industrial division.	3,181	3,322
Deferred collection for the sale of a non-controlling interest in an Italian company of the operational division	-	287
Deferred collection for the sale of a non-controlling interest in a Spanish company of the operational division	-	948
Current accounts with third parties for Group purposes, at an interest rate of 2%	-	1,021
Other	13,277	16,105
	23,441	29,873

The breakdown of maturity dates for non-current loans to third parties is as follows:

(Thousands of euros)	2020	2019
Between 1 and 2 years	13,479	14,846
Between 2 and 3 years	2,481	4,426
Between 3 and 4 years	742	1,651
Between 4 and 5 years	769	953
More than 5 years	5,970	7,997
	23,441	29,873

Trade and other receivables

This caption consists of the following balances:

(Thousands of euros)	2020	2019
Trade receivables	34,742	59,576
Impairment losses	(36,417)	(36,560)
Public administrations	28,163	42,116
Other accounts receivable	51,427	50,463
	77,915	115,595

Receivables from Public administrations mainly correspond to payments on account of income tax, VAT and other tax receivables.

Other receivables mainly relate to loans granted to establishments and suboperators.

The balance of *Trade and other receivables* is shown net of impairment loss. The movements in the impairment loss allowance are as follows:

(Thousands of euros)	2020	2019
Balance at January 1	37,426	34,977
Net charges for the year	4,610	2,311
Utilized	(4,702)	(2,556)
Additions of companies	10	2,694
Balance at December 31	37,344	37,426

The Group has established credit periods between 90 and 150 days, while the average collection period is approximately of 120 days at December 31, 2020 (120 days at December 31, 2019).

10. IMPAIRMENT TEST

10.1 Goodwill

Cash-generating units

Goodwill acquired through business combinations and any other intangible assets with indefinite useful lives have been attributed to cash-generating units for impairment testing. The breakdown of cash-generating units is as follows:

- Operational segment in Spain and Italy.
- Bingo groups in Spain and Mexico.
- Casinos in Spain, Panama, Colombia, Mexico, Dominican Republic, Peru, Costa Rica and Morocco.
- Bets in Spain and other countries (Sportium).

Note 5 indicates the distribution of Goodwill at December 31, 2020 and 2019.

Key assumptions

Budgeted gross margins - the bases for determining the value allocated to the budgeted gross margins is the average of the gross margins obtained in the year, increased by expected efficiency improvements. The period used in said projections is 5 years. From year five onwards projections are extrapolated using a growth rate similar to the growth rate equivalent to expected inflation.

Increase in costs - the basis for determining the value allocated to the increase in costs is the price index expected during the year for the different countries and segments. The values allocated to the key assumptions are consistent with external information sources.

Discount rates - the basis for determining the discount rate applied in the cash flow projections is determined based on the specific risk of each cash-generating unit, considering the type of activity and countries in which they are located. The discount rates used by activity and geographical area (ranging between 7% and 11%) for the CGUs that have been allocated significant goodwill:

Growth rate - the basis for determining the growth rate used to extrapolate the flows to obtain the terminal value is the expected growth rate of inflation in each geographical area. The growth rate used range between 1.2% and 4%.

Test results

As a result of the impairment tests on goodwill carried out in 2020 and 2019, no impairment adjustments needed to be recorded.

Sensitivity analysis

The Group has done a sensitivity analysis for each of the aforementioned key assumptions.

For all goodwill allocated to the corresponding CGUs at December 31, 2020, if a sensitivity analysis considering a growth rate reduction of 350 basis points or a discount rate increase of 300 basis points was conducted on the recoverable amount calculated based on the value in use, no need for impairment would arise.

Based on this analysis, the Group has concluded that no reasonably possible change in the assumptions has occurred that would entail the need to record impairment losses on the assets of each cash-generating unit.

10.2 Other assets

Impairment indicators used by the Group to determine the need of an impairment test on other non-current assets, amongst others, are as follows:

- Significant drop of the result over the same period in the prior year, and/or over the budget.
- Legislative changes in progress or planned, which could lead to negative effects.
- Change of strategy or internal expectations regarding a particular business or country.
- Position of competitors and their launches of new products.
- Slowdown of income or difficulties in selling at expected prices.
- Change in habits and attitudes of users, and other elements specific to each division.

At December 31, 2020, based on the results of the impairment tests under discounted cash flows, impairment losses of 11,644 thousand euros have been recorded (corresponding entirely to installation rights in Peru), mainly due to more prudent estimates of future cash flows from Peruvian casinos.

11. INVENTORIES

The breakdown of inventories by category, net of impairment, is as follows:

(Thousands of euros)	2020	2019
Raw and auxiliary materials	6,137	4,108
Spare parts and others	7,668	9,224
Finished goods	2,723	1,896
Work in progress	982	3,319
Prepayments to suppliers	851	1,482
	18,361	20,029

Inventories correspond mainly to the manufacture and marketing of slot machines carried out by Group companies.

The balance of inventories is shown net of impairment loss. Movements in the impairment loss allowance are as follows:

(Thousands of euros)	2020	2019
Balance at January 1	1,022	929
Net charges for the year	1,140	457
Write-offs	(528)	(364)
Balance at December 31	1,634	1,022

The write-off in 2020 and 2019 corresponds to the destruction of several inventories from the industrial division.

12. CASH AND CASH EQUIVALENTS

For consolidated cash-flow statement purposes, cash and cash equivalents include the following items:

(Thousands of euros)	2020	2019
Cash	37,357	57,633
Current accounts	208,885	62,595
Deposits under 3 months	1	2
Cash in hoppers	37,024	39,439
	283,267	159,669

These assets are unrestricted and earn market interest rates.

13. EQUITY

13.1 Subscribed capital and share premium

At December 31, 2020 and 2019 the Parent Company's share capital consisted of 70,663 thousand registered shares with a face value of 1 euro each after a capital increase was carried out on July 2, 2018 with a share premium for an aggregated amount (capital increase plus share capital) of 706,603 thousand euros. In 2020 there was a share premium refund for an amount of 8,597 thousand euros. In 2019 part of the balance of the share premium was refunded, for an amount of 550 thousand euros. The Sole Shareholder of the Parent Company is LHMC Midco, S.a.r.l. and all shares bear the same obligations and voting and economic rights.

All shares are pledged in favor of six financial institutions as a guarantee of a credit line.

13.2 Retained earnings

The balance of this caption includes reserves of the Parent Company, which are non-distributable.

Legal reserve

In accordance with the Spanish Corporate Enterprises Act, Spanish companies obtaining profit will assign 10% of profit to the legal reserve, until its balance is equivalent to at least 20% of share capital. As long as it does not exceed this limit, the legal reserve can only be used to offset losses if no other reserves are available. This reserve can also be used to increase capital by the amount exceeding 10% of the new capital after the increase.

At December 31, 2020 and 2019 the Parent Company's legal reserve has not been set aside.

Additionally, the Group Spanish subsidiaries have provided the legal reserves at the amount required by the prevailing legislation.

13.3 Non-controlling interests

The balances related to non-controlling interests are as follows:

(Thousands of euros)	Balance in statement of financial position		Share in profit/(loss)	
	2020	2019	2020	2019
Division				
Casinos	91,378	109,453	(12,280)	9,964
Slots	132	4,345	(944)	7,324
B2B	-	1,336	10	175
Bingos	12,562	16,060	(890)	785
	104,072	131,194	(14,104)	18,248

The inter-annual variation of balances in the consolidated statement of financial position is as follows:

(Thousands of euros)	2020	2019
Balance at January 1	131,194	120,261
Share in profit/(loss) for the year	(14,104)	18,248
Currency translation differences	(4,259)	370
Net impact due to business combinations	-	9,255
Dividends paid	(5,306)	(10,783)
Other disposals	(3,453)	(6,157)
Balance at December 31	104,072	131,194

The movements in 2020 correspond to the non-controlling interests' share in the profit/(loss) of companies, to dividends paid and to additions and disposals due to changes in scope.

14. CORPORATE BONDS

At December 31, 2018 this caption mainly related to a bond issue carried out by a group company domiciled in Luxembourg, Cirsa Finance International, S.a.r.l., on July 2, 2018 for an approximate amount of 1,560 million euros, which were partially used for the early repayment of previously issued bonds by the Cirsa Gaming Corporation Group, for an amount of 950 million euros.

During 2019 two additional issues of corporate bonds, amounting to 880 million euros, have been made. These funds have been partially used to early redeem a portion of the previous bond issue.

Current corporate bonds consist of 4 issues, divided into two tranches: the first tranche amounts to 663 million euros and 495 million US dollars, which mature in 2023 and accrue interest at a rate of 6.25% and 7.875%, respectively. The second tranche amounts to 390 and 490 million euros, which mature in 2025 and accrue interest at a rate of 4.75% and 3-month Euribor plus 362.5 basis points, respectively.

The issues for the first tranche were both made below par at a price of 97.75%.

Contracts subscribed in relation to the bonds issued by the subsidiaries in Luxembourg regulate certain obligations and commitments by the Group, which include, among others, the supply of periodic information, the maintenance of titles of ownership in subsidiaries, the restriction on disposal of significant assets, the limitation on payment of dividends, the limitation on starting-up new businesses, and the restriction on the Group granting guarantees and endorsements to third parties. The Parent Company's Directors consider that all contractual obligations have been met. The shares of several Group companies have been assigned as security for these liabilities.

At December 31, 2020 the quoted price of the bonds recognized in the liabilities side of the Cirsa Group's balance sheet is 100.0%, 100.75%, 98.25% and 94.49% of their par value, for each of the four tranches.

15. BANK BORROWINGS

The breakdown of bank borrowings at December 31, 2020 and 2019 is as follows:

(Thousands of euros)	2020			2019		
	Non-current	Current	Total	Non-current	Current	Total
Loans secured by mortgage guarantee	-	82	82	14	84	98
Other loans	63,654	279,103	342,757	40,194	44,550	84,744
Finance lease arrangements	1,028	428	1,456	215	448	663
Credit and discount lines	-	9,805	9,805	-	6,284	6,284
	64,682	289,418	354,100	40,423	51,366	91,789

Average interest rates accrued by these borrowings are as follows:

	Percentage	
	2020	2019
Loans	3.73%	3.57%
Finance lease arrangements	5.97%	5.87%
Credit and discount lines	2.14%	2.30%

The annual maturity date of these liabilities is as follows:

(Thousands of euros)	2020	2019
Within 1 year	289,418	51,366
Between 1 and 2 years	20,080	16,586
Between 2 and 3 years	15,434	13,163
Between 3 and 4 years	7,003	9,427
Between 4 and 5 years	22,112	1,163
More than 5 years	53	84
	354,100	91,789

At December 31, 2020 part of these liabilities, equal to 1,304 thousand euros, is denominated in U.S. dollars (444 thousand euros at December 31, 2019).

The balance of "Other loans" includes two credit facilities (RCF) with the following characteristics:

Amount:	200 and 55 million euros.
Maturity:	June 2023 and December 2021 (respectively)
Interest rate:	3 % and 4.5 %
Duration of drawdowns:	Up to 6 months (renewable at the Group's request)
Guarantees:	Pledge of several associates shares
No. of credit institutions:	6 and 2.

These initial facility drawdowns are subject to the fulfilment of certain financial leverage covenants, which have been met. These drawdowns can be renewed on a recurring basis at the Group's request for maximum periods of six months until their maturities (December 2021 and June 2023). At December 31, 2020 the Group has drawn down a total of 255 million euros from these credit facilities (25 million euros at prior year end).

At December 31, 2020 the undrawn amount of credit and discount facilities is 14,739 and 994 thousand euros, respectively. These figures amounted to 18,947 and 1,290 thousand euros, respectively, at prior year end.

Finally, at December 31, 2020 and 2019 the guarantees given by credit institutions and insurance companies to the Group, in connection with official concessions were 138,285 and 149,128 thousand euros, respectively.

16. OTHER NON-TRADE PAYABLES

The breakdown of this caption is the following:

(Thousands of euros)	2020			2019		
	Non-current	Current	Total	Non-current	Current	Total
Public administrations	10	113,295	113,305	-	67,549	67,549
Bills payable	617	3,415	4,032	1,617	4,439	6,056
Sundry creditors	35,406	116,436	151,842	41,315	124,216	165,531
	36,033	233,146	269,179	42,932	196,204	239,136

The “Public administrations” caption includes:

- Gaming taxes maturing in the short term (2020: 18,638 thousand euros; 2019: 29,133 thousand euros), outstanding settlements (not due for the personal income tax, VAT, social security contributions and similar concepts).
- Deferred taxes, in certain Spanish regions and Italy, for an amount of 80,208 thousand euros. The interest accrued on these payables in Spain is the legal rate of interest.

Bills payable correspond mainly to debts arising from the acquisition of companies and operations of slot machines with deferred payment, discounted at market interest rate.

The *Non-current sundry creditors* caption mainly includes:

- Asset suppliers amounting to 5,808 thousand euros (9,138 thousand euros at prior year end).
- Non-current payable amount related to certain investments in Panama corresponding to a payable balance related to an investment agreement amounting to 6,264 thousand euros. The debt derived from this investment will be settled through 239 equal monthly instalments of 71 thousand dollars, including interest, the first payment being in February 2018 until February 2038. At December 31, 2020 the payable amount classified as non-current amounts to 4,923 thousand euros (5,713 thousand euros at December 31, 2019).
- Several payables for common transactions amounting to 15,536 thousand euros, with an undetermined maturity (13,056 thousand euros at prior year end).
- Non-current payable amount related to the acquisition of companies in Spain and the Dominican Republic at year end amounting to 6,434 thousand euros and 672 thousand euros, respectively (6,247 thousand euros and 979 thousand euros, respectively, at prior year end).

The *Current sundry creditors* caption mainly includes:

- Asset suppliers amounting to 24,980 thousand euros (32,627 thousand euros at 2019 year end).
- Payables for the rendering of services amounting to 43,384 thousand euros (41,036 thousand euros at December 31, 2019).
- Current borrowings amounting to 7,764 thousand euros (6,779 thousand euros at prior year end), notably including the payable portion in 2019 for the investments in Spain and the Dominican Republic mentioned above.
- Employee benefits payable amounting to 14,355 thousand euros (21,835 thousand euros in the prior year) (Note 20.1).

17. NON-CURRENT PROVISIONS

The breakdown of this caption is as follows:

(Thousands of euros)	2020	2019
Personnel commitments	12,418	11,760
Tax contingencies	2,106	2,393
Other	848	582
Balance at December 31	15,372	14,735

The amount recognized in *Obligations in relation to employees* mainly consists of probable contingencies with the personnel in Italy, the incentive plan for the Group's executives, and retirement incentives.

At December 31, 2020 and 2019 the amount shown under the caption 'Others' mainly consists of provisions for several risks and fines that are individually irrelevant.

The variation of the balance is as follows:

(Thousands of euros)	2020	2019
Balance at January 1	14,735	12,094
Net charges for the year	4,457	5,922
Provisions utilized	(3,409)	(3,705)
Additions due to acquisition of companies	-	248
Exchange gains (losses)	(411)	176
Balance at December 31	15,372	14,735

18. TAXES

18.1 Tax group

In Spain, Cirsa Enterprises, S.L., together with 107 Spanish group companies, meets the requirements set by tax regulations to form a consolidated tax group, represented by the subsidiary Cirsa Gaming Corporation, S.A. In 2012 the tax group 324/12 whose parent is Sportium Apuestas Deportivas, S.A. was constituted. As a result of the purchase of the remaining 50% of Sportium Apuestas Deportivas, S.A. by the Group, mentioned in Notes 1.4 and 4.2, the Sportium subgroup has been accounted for in the consolidated financial statements of the Cirsa Group using the full consolidation method. As a result of this fact, as from 2020, the tax group has been dissolved and integrated into the tax group whose parent is Cirsa Gaming Corporation, S.A. Additionally, there is another consolidated tax group in Spain, consisting of 7 companies, the parent of which is the subsidiary Orlando Play, S.A.

The other Group companies file income tax returns separately in accordance with applicable tax legislation in each country.

18.2 Accrued and payable income tax

The annual tax expense that has been entirely recorded in the consolidated profit and loss account, since the Group has direct tax impacts on equity, is broken down as follows:

(Thousands of euros)	2020	2019
Current	1,465	56,142
Deferred for (increase) decrease in tax credits related to tax loss carryforwards and deductions	(30,605)	1,952
Deferred for temporary differences	(36,509)	(33,086)
Other	774	(10,302)
	(64,875)	14,706

'Other' includes, among others, the tax effects derived from amortization and other accounting revaluation adjustments as a result of the business combinations carried out in recent years.

Income tax payable amounts at 2,043 thousand euros at December 31, 2020 (17,904 thousand euros at December 31, 2019) and mainly corresponds to the current income tax accrued in the several jurisdictions net of withholdings and payments on account for the period.

18.3 Analysis of tax expense

(Thousands of euros)	2020	2019
Profit before tax	(333,618)	26,286
Tax rate prevailing in Spain	25%	25%
Theoretical income tax expense	(83,405)	6,572
Adjustments – Effect of:		
Different tax rates prevailing in other countries	(1,963)	5,399
Impairment losses on assets and goodwill recognized solely for consolidation purposes	2,911	2,000
Revaluation of assets and recorded solely for consolidation purposes	-	(22,220)
Utilization of tax credits and deductions for the year	5,106	(4,010)
Limitation on the deductibility of financial expenses in Spanish companies that will not be recovered	17,867	27,088
Other non-deductible expenses and other	(5,391)	(122)
	(64,875)	14,706

At December 31, 2020 and 2019 the effect of corrections in different tax rates mainly corresponds to the higher taxes applied in Mexico and Perú.

At December 31, 2020 and 2019 the effect of the impairment of assets recorded for consolidated purposes is due to impairment losses on Peruvian intangible assets and to the income from the revaluation of the ownership interest in Sportium as a result of the business combination carried out during the year.

At December 31, 2020 and 2019 there is a limitation on the deductibility of finance costs with a negative effect on the tax expense.

18.4 Deferred tax assets and liabilities

(Thousands of euros)	2020	2019
Assets		
Tax loss carryforwards from the consolidated tax group represented by Cirsa Gaming Corporation, S.A.	51,464	35,039
Tax loss carryforwards from the consolidated tax group whose parent is Orlando Play, S.A.	1,518	939
Tax loss carryforwards from the consolidated tax group whose parent is Sportium Apuestas Deportivas, S.A.	-	4,490
Tax loss carryforwards from other group companies	18,719	142
Related to deductible temporary differences:		
--- Impaired receivables	305	233
--- Impaired securities portfolio	16	11
--- Goodwill impaired in individual books	1,311	1,060
--- Intragroup margin write-off	28	7
--- Non-accounting impairment for tax purposes	-	528
Non-deductible amortization for accounting purposes	373	531
--- Leases	-	1,790
--- Other	24,849	16,567
	98,584	61,337
Liabilities		
Related to taxable temporary differences:		
--- Tax provision for maximum gaming prizes	-	(86)
--- Difference between tax depreciation and accounting depreciation	(49)	-
--- Non-accounting impairment for tax purposes	-	(732)
--- Margin write-offs	(2,096)	(2,039)
--- Business combinations (initial statement of non-current assets at fair value)	(250,625)	(303,205)
--- Other	(402)	(536)
	(248,078)	(306,597)

The Group estimates the taxable profits which it expects to obtain within the utilization period based on budgets. It also analyzes the reversal period of taxable temporary differences, identifying those that reverse in the years in which unused tax loss carryforwards may be used, considering the application of the Royal Decree-Law mentioned above. Based on this analysis, the Group has recorded deferred tax assets for unused tax loss carryforwards as well as unused deductions and deductible temporary differences for which it is considered probable that sufficient taxable profit will be generated in the future against which they can be utilized within a reasonable period of time.

The breakdown of unused tax losses carryforwards at December 31, 2020 for the two tax groups represented by Cirsa Gaming Corporation, S.A. and Orlando Play, S.A. is as follows:

(Thousands of euros)	Unused tax loss carryforwards	
	Arising in	
	Tax group represented by Cirsa Gaming Corporation, S.A.	Tax group whose parent is Orlando Play, S.A.
1997	80	-
1998	128	-
1999	138	-
2000	175	-
2001	2,097	-
2003	5,210	-
2004	10,527	-
2005	23,909	-
2006	636	937
2007	11,790	396
2008	3,288	372
2009	11,616	1,241
2010	11,766	-
2011	40,356	-
2012	9,788	-
2013	6,218	-
2014	30,779	-
2015	3,132	596
2016	199	908
2017	23	-
2018	16,829	2,251
2019	959	-
2020	59,064	2,318
	248,707	9,019

Tax group represented by Cirsa Gaming Corporation, S.A.

At December 31, 2020 and 2019 said tax group recognized deferred tax assets amounting to 48,761 and 35,039 thousand euros, respectively, relating to unused tax loss carryforwards of the tax group. No deferred tax assets were recorded for the rest of unused tax loss carryforwards (which at December 31, 2020 amount to 26,723 thousand euros; 20,412 thousand euros at December 31, 2019), since their future application is uncertain within a reasonable period of time.

In addition to tax credits for tax loss carryforwards, the tax group whose parent is Cirsa Gaming Corporation, S.A. holds additional tax credits amounting to 42,922 thousand euros at December 31, 2020 (2019: 45,393 thousand euros), for unused tax deductions that were not capitalized for not meeting the terms to be utilized.

(Thousands of euros)	
Last year for utilization	Unused deductions at December 31, 2020
2020	2,486
2021	6,591
2022	865
2023	903
2024	1,290
2025	566
2026	419
2027	1,675
2028	717
2029	252
2030	284
2031	268
2032	228
2033	188
2034	192
2035	209
2036	141
2037	177
No time limit for utilization	25,472
	42,922

Tax group whose parent is Orlando Play, S.A.

In 2010 the tax group 502/10 whose parent is Orlando Play, S.A. was constituted.

At December 31, 2020 the tax group had recognized deferred tax assets amounting to 1,518 thousand euros (939 thousand euros at prior year end) corresponding to unused tax loss carryforwards.

Additionally, said tax group has unused deductions amounting to 714 thousand euros (717 thousand euros at prior year end) for which the corresponding deferred tax assets have not been recognized, since the requirements established by the applicable framework for financial information are not met.

18.5 Other information

Under prevailing tax regulations, tax returns may not be considered final until they have either been inspected by the tax authorities, or until the corresponding inspection period has expired.

On March 7, 2018 the Group was notified of the start of general verification and investigation proceedings regarding the corporate income tax for the years 2013 to 2016 of the 26/94 tax consolidation group and, on a separate basis, of the companies Cirsa Gaming Corporation, S.A., Cirsa International Gaming Corporation, S.A., Global Game Machine Corporation, S.A., Juegomatic, S.A., Uniplay, S.L. and Universal de Desarrollos Electrónicos, S.A.

On the same date, the Group was also notified of the start of partial verification and investigation proceedings regarding the Value Added Tax, of the group of entities included in the regime of entities for that tax, for the periods comprised between February 2014 and December 2016. Additionally, for these companies, the Group was also notified of the start of general verification proceedings, for the periods comprised between February 2014 and December 2016, regarding withholdings of employees and professionals.

On June 17, 2019 all inspections were concluded. Agreement assessments were signed and a total expense of 244 thousand euros was recorded (and paid).

In general, the prescription periods for countries where the Group has significant presence are between four and five years after the end of the statutory period for filing tax returns. Group Management considers that no significant contingencies exist that would arise as a result of a tax review of the years open to inspection.

19. LEASES

19.1 Group as lessee

The Group has entered into leases on several buildings and vehicles for an average term between three and ten years, with no renewal clauses.

The Group has also entered into leases on machines with contracts that can be extended annually or which expire within less than 12 months, and on other office equipment of low value.

The table below shows the book values of the right-of-use assets recognized and the movements during the period:

2020

(Thousands of euros)	Balance at January 1, 2020	Additions	Disposals	Currency translation differences and other changes	Balance at December 31, 2020
COST					
Buildings	340,921	340,921	(14,457)	(28,837)	329,555
Vehicles	11,050	3,645	(1,278)	(91)	13,326
	351,971	35,573	(15,735)	(28,928)	342,881
DEPRECIATION					
Buildings	(43,542)	(43,683)	2,084	4,328	(80,812)
Vehicles	(3,291)	(4,470)	1,258	24	(6,480)
	(46,833)	(48,153)	3,342	4,353	(87,292)
Impairment losses	-	-	-	-	-
Net carrying amount	305,137	(12,580)	(12,394)	(24,575)	255,589

2019

(Thousands of euros)	Balance at January 1, 2019	Additions	Disposals	Currency translation differences and other changes	Balance at December 31, 2019
COST					
Buildings	259,632	82,518	(1,382)	153	340,921
Vehicles	8,415	2,682	(58)	10	11,050
	268,047	85,200	(1,439)	163	351,971
DEPRECIATION					
Buildings	-	(44,100)	616	(58)	(43,542)
Vehicles	-	(3,305)	16	(3)	(3,291)
	-	(47,405)	632	(61)	(46,833)
Impairment losses	-	-	-	-	-
Net carrying amount	268,047	37,795	(807)	102	305,137

The book value of lease liabilities and movements during the period are as follows:

(Thousands of euros)	2020	2019
Balance at January 1	314,261	268,047
Additions	32,861	85,200
Disposals	(10,931)	(166)
Interest accrued on finance leases	16,163	16,966
Exchange gains (losses)	(20,144)	2,598
Payments	(48,743)	(58,384)
Balance at December 31	283,467	314,261

In turn, the annual maturity of finance lease liabilities is as follows:

(Thousands of euros)	2020	2019
Within 1 year	45,877	60,200
Between 1 and 2 years	40,970	33,692
Between 2 and 3 years	32,996	29,246
Between 3 and 4 years	26,178	31,786
Between 4 and 5 years	21,185	24,550
More than 5 years	116,261	134,787
	283,467	314,261

The amounts recognized in the income statement are as follows:

(Thousands of euros)	2020	2019
Depreciation of right-of-use assets	48,624	47,405
Interest accrued on finance leases	16,163	16,966
Expenses from low-value, short-term and variable leases	15,597	28,052
Gains/(losses) on derecognition of right-of-use assets	462	641
	80,846	93,064

The Group made lease payments amounting to 48,743 thousand euros in 2020 (58,384 thousand euros in 2019).

20. INCOME AND EXPENSES

20.1 Employee benefits expense

(Thousands of euros)	2020	2019
Wages and salaries	150,202	205,534
Social Security	35,703	44,090
Termination benefits	10,440	7,980
Other	5,870	10,294
	202,215	267,898

Remunerations pending payment at December 31, 2020 and 2019 (14,355 and 21,835 thousand euros, respectively) are included in *Other non-trade payables - Sundry creditors* (Note 16).

20.2 Utilities and external services

(Thousands of euros)	2020	2019
Publicity, advertising, and public relations	27,648	52,266
Leases and royalties	20,010	36,475
Professional services	34,044	35,283
Utilities	21,566	28,852
Repairs and maintenance	16,546	20,204
Postal services, communications and telephone	12,069	10,800
Bank services et al.	6,155	9,675
Security services	7,198	9,201
Other services	19,391	9,098
Cleaning services	5,185	8,585
Travel expenses	3,255	8,457
Insurance premiums	5,407	4,875
Transportation	1,061	1,691
Development costs and patents (Note 6.2)	7	12
	179,542	235,474

20.3 Exchange gains (losses)

(Thousands of euros)	2020	2019
Gains	37,357	24,286
Losses	(5,962)	(24,652)
	31,395	(366)

Net exchange gains/(losses) from translation of financial balances in foreign currency between Group companies are recognized in *Translation differences*, as a component that decreases shareholders' equity at December 31, 2020 by 2,368 thousand euros (2019: it increased shareholders' equity by 9,361 thousand euros), since they are considered as exchange gains/(losses) arising from monetary components of a net investment in a foreign business.

21. RELATED PARTIES

No Cirsa Group-related companies have entered into any transactions or have any outstanding balances with other subsidiaries of LPMC Topco, S.a.r.l. or the Blackstone Group.

22. CONTINGENCIES

The Group has litigation proceedings, claims and other administrative procedures underway as a result of the normal course of business in the countries where it carries out its activity. However, the Group does not expect that any unprovisioned significant liabilities will arise as a result of the above proceedings.

23. INFORMATION ON ENVIRONMENTAL ISSUES

Given the characteristics of the activities performed by the group companies, at year end it was not necessary to record any expenses and/or investments related to transactions for preventing, reducing or repairing environmental damage.

24. AUDIT FEES

Fees and expenses paid for the audit services provided by the main auditors and other firms belonging to the auditor's international network amounted to 895 thousand euros in 2020 (2019: 1,057 thousand euros).

In addition, fees and expenses paid for other services provided by the main auditors or other related entities amounted to 184 thousand euros in 2020 (869 thousand euros in the year ended December 31, 2019).

25. OTHER RELATED PARTIES

The breakdown of the remuneration earned by the key executives of Group Management is as follows:

(Thousands of euros)	2020	2019
Short-term employee benefits	4,177	4,021
Other long-term benefits	3,246	3,603
	7,423	7,624

No additional transactions have been carried out and no other outstanding balances exists with group-related parties.

26. OBJECTIVES AND POLICIES OF FINANCIAL RISK MANAGEMENT

The Group is exposed to credit risk, interest risk, exchange risk and liquidity risk during the normal development of its activities.

The Group's main financial instruments include bonds, bank loans, credit and discount lines, financing obtained through the deferral of gaming taxes, financial leases, deferred payments for purchase of businesses, and cash and current deposits.

The Group's policy establishes that no trading in derivatives (exchange rates insurance) to manage exchange rate risks arising from certain fund sources in U.S. dollars will be undertaken. The Group does not use financial derivatives to cover fluctuations in interest rates, either.

26.1 Credit risk

Most of the operations carried out by the Group are in cash. For receivables from other activities, the Group has established a credit policy and risk exposure in collection is managed in the ordinary course of business. Credit assessments are carried out for all customers who require a limit higher than 60 thousand euros.

Guarantees on loans and credit risk exposure are shown in Note 9.

26.2 Interest rate risk

External finance is mainly based on the issuance of corporate bonds at fixed and floating interest rate. Bank borrowings (credit policies, trading discounts, financial lease agreements) as well as deferred payments with public administrations and other long-term non-trade payables have a variable interest rate that is reviewed annually. Previous Notes show interest rates of debt instruments.

The breakdown of liabilities that accrue interests at 2020 and 2019 year end is as follows:

(Thousands of euros)	2020		2019	
	Fixed interest rate	Floating interest rate	Fixed interest rate	Floating interest rate
Bonds	1,435,181	482,549	1,462,278	484,116
Bank borrowings	20,544	333,555	-	91,789
Sundry creditors	80,208	18,603	-	19,901
Finance lease liabilities	283,467	-	314,261	-
	1,819,400	834,707	1,776,539	595,806

At December 31, 2020 financial liabilities at a fixed interest rate represented 69% of total liabilities (75% at 2019 year end). In this regard, the Group's sensitivity to fluctuations in interest rates is low: a variation of 100 basis points in floating rates would lead to a change in the result amounting to 8,347 thousand euros in 2020 and 5,959 thousand euros in 2019.

The Group estimates that fair value of the financial liabilities' instruments does not differ significantly from the accounted amounts, except for that indicated in Note 14.

The breakdown of assets that accrue interests at 2020 and 2019 year end is as follows:

(Thousands of euros)	2020		2019	
	Fixed interest rate	Floating interest rate	Fixed interest rate	Floating interest rate
Loans to joint ventures and associates	1,705	-	3,408	-
Loans to third parties	10,164	13,277	13,768	16,105
Guarantees and deposits	16,893	-	28,989	-
Fixed income securities and deposits	341	-	12,551	-
	29,103	13,277	58,716	16,105

The Group estimates that the fair value of the assets' financial instruments does not differ significantly from the net book value.

26.3 Foreign currency risk

The Group is exposed to foreign currency risk in businesses located in Latin America, which affect significantly sales and expenses, Group results and the value of certain assets and liabilities in currencies other than the euro. It is also affected to a lesser extent by granted and received loans. The currency that basically generates exchange risks is the US dollar, since a portion of the corporate bonds is issued in US dollars.

In order to reduce risks, the Group conducts policies aimed to keep balanced collection and payments in cash of assets and liabilities in foreign currency.

The following study on sensitivity shows the foreign currency risk:

- Sensitivity of the profit for the year before tax against fluctuations of the exchange rate US dollar/euro

Change	Thousands of euros	Thousands of euros
	2020	2019
+ 10%	1,986	(2,520)
+ 5%	1,040	(1,320)
- 5%	(1,150)	1,459
-10%	(2,428)	3,080

26.4 Liquidity risk

The exposure to unfavorable situations of debt markets can make difficult or prevent from hedging the financial needs required for the appropriate development of Group activities.

At December 31, 2020 the Group shows negative working capital amounting to 198,295 thousand euros (27,543 thousand euros positive at December 31, 2019). Nonetheless, Group Management considers that cash flow generated by the business and available credit lines will allow the Company to cover its current liabilities. Furthermore, it should be noted that one of the revolving credit facilities (RCF) amounting to 200 million euros, even though it matures in the short term, can be renewed on a recurring basis at the Group's request for maximum periods of six months until its maturity (June 2023).

Additionally, to manage liquidity risk, the Group applies different measures:

- Diversification of financing sources through the access to different banking and capital markets. In this regard, the Group has an additional borrowing capacity (see quantitative data in Note 15).
- Credit facilities committed for the sufficient amount and flexibility. Accordingly, the Group has available cash and cash equivalents amounting to approximately 246 million euros at December 31, 2020 (123 million euros at December 31, 2019), to meet unexpected payments.
- The length and repayment schedule for financing through debt is established based on the financed needs.

In this regard, the Group's liquidity police ensure to meet its payment obligations without requiring the access to funds in costly terms.

Additionally, it is noteworthy that both at Group and individual business level, the Group performs projections regularly on the generation and expected cash needs, in order to determine and monitor the Group's liquidity position.

The relevant information on the maturity dates of financial liabilities based on contractual terms is broken down in Notes 14, 15 and 16.

27. CAPITAL MANAGEMENT POLICY

The main objectives of the Group's capital management are to ensure financial stability in the short and long terms, appropriate return rates, increased business value and ensure proper and adequate financing of investments and projects to be conducted in a framework of controlled expansion.

The Group's strategy in 2021 will consist in preserving the Group's cash position by implementing measures to reduce costs and investments, increase liquidity and establishing cash management action plans. Additionally, in terms of operations, the objective will be to continue keeping operating centers a safe place for customers and employees and be prepared to operate at full capacity, once restrictions are lifted, through promotion campaigns and communication plans.

As stated in Note 14, the contracts entered into in relation to corporate bonds issued include limitations on the payment of dividends. The Company does not intend to distribute dividends in the short to medium terms given that the Group policy is not to distribute dividends.

28. SUBSEQUENT EVENTS

No significant events have occurred after the reporting date, other than those already mentioned in the notes, that may condition the information included in the 2020 consolidated financial statements of Cirsa Enterprises Group.

The undersigned, whose positions are indicated under their names, hereby CERTIFY the accuracy and integrity of the Consolidated Financial Statements of Cirsà Enterprises Group for year ended December 31, 2020.

Terrassa, March 19, 2021

Mr. Joaquin Agut
Chair

Mr. Lionel Yves Assant
Vice-Chair

Mr. Haide Hong
Vice-Secretary

Mr. Miguel García
Board member

Mr. Antonio Hostench
Board member

List of subsidiaries

Company	Activity	Ownership Percentage 2020	Ownership Percentage 2019	Investment holder	Business address	City	Province/Country
Administradores De Personal En Entretrenimiento, SA de CV	Bingos	100,00%	100,00%	Bincamex, S.A. de CV.	Guillermo Gonzalez Camanera, 660 Piso 8	México D.F.	México
Ajar, S.A.	Bingos	75,00%	75,00%	Global Bingo Corporation, S.A.	Av. Muñoz Vargas, 18	Huelva	Huelva
Alfematic, S.A.	Operacional	50,00%	50,00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Amical Trading, S.L.	Operacional	76,76%	76,76%	Global Game Machine Corporation, S.A.	C/ Pi i Margall, 201	Terrassa	Barcelona
Ancon Entertainment, INC.	Casinos	50,00%	50,00%	Cirsa International Business Corporation, S.L.	Calle 50 y 73 Este San Francisco	Ciudad de Panamá	Panamá
Apple Games 2000, S.L.	Operacional	49,50%	49,50%	Egartronic, S.A.	Sequia de Favara, 11	Picanya	Valencia
Apuestas Electrónicas, S.L.	Operacional	75,50%	75,50%	Comercial de Recreativos Salamanca, S.A.	C/ 19 y 21 , modulo 12 , nave 2 P.I. El Nevero	Badajoz	Badajoz
Automáticos Essan, S.A.	Operacional	100,00%	100,00%	Recreativos Ergosa, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Automáticos Manchegos, S.L.	Operacional	51,00%	51,00%	Interservi, S.A.	Crta. Nacional 420, km 286	Alcazar de San Juan	Ciudad Real
Automaticos Maxorata, S.A.	Operacional	55,00%	55,00%	Comercial Jupama, S.A.	c/ Suarez Naranjo, 45	Las Palmas	Gran Canaria
Azibi Horta, S.A.	Bingos	100,00%	100,00%	Talzen Inversions, S.L.	Pl. Ibiza, 21	Barcelona	Barcelona
Badamatic, S.A.	Operacional	50,00%	50,00%	Radiamon, S.L.	Ctra. De Castellar, 298	Terrassa	Barcelona
Bar Juegos, S.L.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Barnabing, S.A.	Bingos	100,00%	100,00%	Inversiones Zental, S.L.	C/ Calaf, 23	Igualada	Barcelona
Barna-Center, S.A.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Barnaplay, S.A.	Operacional	100,00%	100,00%	Miky, S.L.	Paseo Maragall, 103 - 105	Barcelona	Barcelona
Bema - Euromatic, S.A.	Operacional	60,71%	60,71%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Bicondal, S.A.	Bingos	100,00%	100,00%	Inversiones Zental, S.L.	Avenida Paralelo, 91-93	Barcelona	Barcelona
Bilares Valencia, S.L.	Operacional	100,00%	100,00%	Coinland,S.A.	C/ Convento Santa Clara, 11	Valencia	Valencia
				Global Bingo Corporation, S.A. y Global Bingo			
Binale, S.A.	Bingos	100,00%	100,00%	Madrid, S.A.	General Ricardos, 176	Madrid	Madrid
Bincamex, S.A. de C.V.	Bingos	100,00%	100,00%	International Mex Business, S.L.	Cantú, 9 - 601. Colonia Nueva Anzures	México D.F.	México
Bincano, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Elcano, 30-32	Bilbao	Vizcaya
Bingo Santven, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Ctra. N-340 Km. 1189	El Vendrell	Tarragona
Bingos Andaluces, S.A.	Bingos	50,00%	50,00%	Global Bingo Corporation, S.A.	Asunción, 3	Sevilla	Sevilla
Bingos Benidorm, S.A.	Bingos	50,00%	50,00%	Global Bingo Corporation, S.A.	Plaza Doctor Fleming, s/n	Benidorm	Alicante
Bingos de Madrid Reunidos, S.A.	Bingos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Bingos Electronicos De Panamá, S.A.	Casinos	100,00%	100,00%	Gaming & Services De Panamá, S.A.	Calle 50 y 73 Este San Francisco	Panamá	Panamá
Bis Line, S.L.	Operacional	87,60%	87,60%	Giga Game System Operation,S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Bumex Land, S.L.	Bingos	-	100,00%	Global Bingo Corporation, S.A.	Elcano, 30-32	Bilbao	Vizcaya
Calpe Leisure, S.A.	Operacional	85,00%	85,00%	Eleval, Electronicos Valencia, S.A.	c/ German Bernacer, 22 P.I. Elche	Elche	Alicante
Candan, S.A.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	C/ Colom , 495 bis	Terrassa	Barcelona
Candijoc, S.L.	Operacional	100,00%	100,00%	Giga Game System Operation,S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Casino Cirsa Valencia, S.A.	Casinos	100,00%	100,00%	Global Casino Technology Corporation, S.A.	Avda. de las Cortes Valencianas, 59	Valencia	Valencia
Casino Nueva Andalucía Marbella, S.A.	Casinos	100,00%	100,00%	Global Casino Technology Corporation, S.A.	Ctra. Cádiz-Málaga Km. 180	Marbella	Málaga
				Cirsa International Business Corporation, S.L.	Avda. George Washinton, 367 2º Piso Hotel	Santo Domingo de Guzmán	R. Dominicana
Casinos del Caribe, S.R.L.	Casinos	100,00%	100,00%	Bis Line, S.L.	Jaragua	Terrassa	Barcelona
Cat Games, S.L.	Operacional	50,00%	50,00%	Cirsa International Business Corporation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
				Cirsa International Business Corporation, S.L.			
Cirsa Brasil Participações, LTDA.	Casinos	100,00%	100,00%		Rua Gertrudes de Lima, nº 53 - Sala 42 Centro	Santo André	Brasil
Cirsa Finance International, S.A.R.L.U.	Estructura	100,00%	100,00%	Cirsa Enterprises, S.L.U.	Rue Eugene Rupert, 2 - 4	Luxemburgo	Luxemburgo
Cirsa Gaming Corporation, S.A.	Estructura	100,00%	100,00%	Cirsa Enterprises, S.L.	Ctra. Castellar, 298	Terrassa	Barcelona
Cirsa Interactive Corporation, S.L.	B2B	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Cirsa Intenational Business Corporation, S.L.	Casinos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	C/ Fermina Sevillano, 5 -7	Madrid	Madrid
Cirsa Italia Holding, S.p.A.	Operacional	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Centro Direzionale Milanofiori, Strada 2	Assago (Milan)	Italia
Cirsa Italia, S.p.A.	Operacional	100,00%	100,00%	Cirsa Italia Holding, S.p.A.	Centro Direzionale Milanofiori, Strada 2	Assago (Milan)	Italia
Cirsa Retail, S.R.L.	Bingos	100,00%	100,00%	Cirsa Italia Holding, S.p.A.	Milano Fiori, Strada 2, Palazzo D4	Assago	Italia
Cirsa Servicios Corporativos, S.L.	Estructura	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Cirsa Slot Corporation, S.A.	Operacional	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Cirsaigest, S.P.A.	Operacional	100,00%	100,00%	Cirsa Italia Holding, S.p.A.	Centro Direzionale Milanofiori, Strada 2	Assago	Italia
Club Privado De Fumadores Nuestro Espacio	Bingos	100,00%	100,00%	Bingos de Madrid Reunidos, S.A.	C/ Bravo Murilo, 309	Madrid	Madrid
Coinland, S.A.	Operacional	100,00%	100,00%	Eleval, Electronicos Valencia, S.A.	C/ Guadalquivir, 84	Valencia	Valencia
Comdibal 2000, S. L.	B2B	100,00%	75,50%	Universal de desarrollos Electronicos, S.A.	Pl. Els Bellots, c/ del Aire, 1	Terrassa	Barcelona
Comercial de Desarrollos Electrónicos, S. A.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Pi i Margall, 201	Terrassa	Barcelona
						Carbajosa de la	
Comercial de Recreativos Salamanca, S.A.	Operacional	75,50%	75,50%	Tecnoappel, S.L.	C/ Cuarta, 17 P.I. El Montalvo	Sagrada	Salamanca
Comercial Jupama, S.A.	Operacional	50,00%	50,00%	Cirsa Slot Corporation, S.A.	c/ Suarez Naranjo, 45	Las Palmas	Gran Canaria
Cotecnic 2000, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Digital Gaming México, S.A.P.I.de C.V.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Boulevard Luis Donaldo Colosio, SA-1	Hidalgo	México
Egartronic, S.A.	Operacional	75,50%	75,50%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
Electrónicos Radisa, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Eleval, Electronicos Valencia, S.A.	Operacional	100,00%	100,00%	Giga Game System Operation,S.L.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
First Game, S.L.	Operacional	100,00%	100,00%	Uniplay, S.A.	C/ Fermina Sevillano, 5 -7	Madrid	Madrid

List of subsidiaries

Company	Activity	Ownership Percentage 2020	Ownership Percentage 2019	Investment holder	Business address	City	Province/Country
Flamingo Euromatic-100, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A. Promociones e Inversiones de Guerrero,	P.I. La Juaída, C/Sierra Telar, 40 Guillermo González Camarena 600, Piso 7, Santa Fe	Viator	Almería
Fomento Advenio 1, S.A. DE C.V.	Bingos	100,00%	100,00%	S.A.P.I. De C.V.	Calle 50, PH. Torre Global, piso 40	México D.F.	México
Gaming & Services de Panamá, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Av. Ricardo Palma, 341 Miraflores	Ciudad de Panamá	Panamá
Gaming & Services, S.A.C.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Ctra. Rellinars, 345	Lima	Perú
Garbimatic, S.L.	Operacional	50,00%	50,00%	Alfematic, S.A.	Fermina Sevillano, 5-7	Terrassa	Barcelona
Garrido Player, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A. Cirsa International Business Corporation, S.L.	Centro Direzionale Milanofiori, Strada 2, Pal D4	Madrid	Madrid
Gema, S.r.l.	Bingos	100,00%	100,00%		Pi i Margall, 201	Assago (Milán)	Italia
Genper, S. A.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Crta. De Castellar, 298	Terrassa	Barcelona
Giga Game System Operation, S.L.	Operacional	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Paseo Maragall, 103	Terrassa	Barcelona
Gimar Jocs, S.L.	Operacional	100,00%	100,00%	Miky, S.L.	Gran Via Corts Catalanes, 642	Barcelona	Barcelona
Gimenca, S.A.	Bingos	100,00%	100,00%	Inversiones Zental, S.L.	C/ Jaime Ferran, 5 Pol. Ind. La Cogullada	Barcelona	Barcelona
Global Betting Aragón, S.L.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Crta. Castellar. 298	Zaragoza	Zaragoza
Global Bingo Corporation, S.A.	Bingos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Fermina Sevillano, 5-7	Terrassa	Barcelona
Global Bingo Madrid, S.A.	Bingos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Crta. Castellar, 298	Madrid	Madrid
Global Bingo Stars, S.A.	Bingos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Global Casino Technology Corporation, S.A.	Casinos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Global Game Machine Corporation, S.A.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Pi i Margall, 201	Terrassa	Barcelona
Global Real State, S.A.S.	Casinos	100,00%	100,00%	Winner Group, S.A. Gaming & Services de Panamá, S.A.	Calle 90 No. 19C-32 P.4 C/ Cuarta, Casa 39 - Urbanización Parque Lefevre	Bogota	Colombia
Global TC Corp., S.A.	Casinos	100,00%	100,00%		German Bernacer, 22 P.I. Elche Parque Ind.	Panamá	Panamá
Goldenplay, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	Crta. de Castellar, 298	Elche	Alicante
Grael, S.L.	Operacional	100,00%	100,00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Gran Casino Costa Brava, S.L.	Casinos	90,00%	90,00%	Giga Game System Operation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Gran Casino de las Palmas, S.A.	Casinos	51,00%	51,00%	Global Casino Technology Corporation, S.A.	c/ Simón Bolívar, 3	Las Palmas	Gran Canaria
Grasplai, S.A.	Bingos	100,00%	100,00%	Telma Enea, S.L.	Av. Generalitat, 6	Sta. Coloma	Barcelona
Grevalloflai, S.A.	Bingos	100,00%	100,00%	Talzen Inversions, S.L. Cirsa International Business Corporation, S.L.	Avda. de la Constitució, 134 Oficentro Ejecutivo La Sabana, Torre 6, Piso 3	Castelldefels	Barcelona
Grupo Cirsa De Costa Rica, S.A.	Casinos	100,00%	100,00%		Plaza Ibiza, 21	San José	Costa Rica
Hostelería 1000, S.L.	Bingos	-	100,00%	Inversiones Zental, S.L.	C/ Jaime Ferran, 2-4	Barcelona	Barcelona
Iber Matic Games, S.L.	Operacional	75,50%	75,50%	Cirsa Slot Corporation, S.A.	Ctra. de Castellar, 298	Zaragoza	Zaragoza
Illa Valles Hostelería, S.L.	Operacional	100,00%	100,00%	Barna-Center, S.A.	Mallorca, 209	Terrassa	Barcelona
Instalaciones Recreativas Mallorca, S.A.	Bingos	100,00%	100,00%	Talzen Inversions, S.L. Promociones e Inversiones de Guerrero,		Barcelona	Barcelona
Integración Inmobiliaria World de Mexico, S.A. De C.V.	Bingos	100,00%	100,00%	S.A.P.I. De C.V.	c/ Guillermo Gonzalez Camarena 600 Piso 8	México D.F.	México
International Bingo Technology, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Pi i Margall, 201	Terrassa	Barcelona
International Mex Business, S.L.	Bingos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Ctra. Castellar, 298	Terrassa	Barcelona
Interplay, S.A.	Operacional	75,50%	75,50%	Egartronic, S.A.	C/ Francia, 26 y 27	Puerto Real	Cádiz
Interservi, S.A.	Operacional	51,00%	51,00%	Cirsa Slot Corporation, S.A.	Ctra. Nacional 420, km 289	Alcázar de San Juan	Ciudad Real
Inversiones Interactivas, S.A.	Casinos	70,00%	70,00%	Orbis Development, S.A.	C/ 57 y Avenida Obarrio	Ciudad de Panamá	Panamá
Inversiones Pacanoas, S.A.	Casinos	70,00%	-	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco	Ciudad de Panamá	Panamá
Inversiones Pañanitas, S.A.	Casinos	70,00%	-	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco	Ciudad de Panamá	Panamá
Inversiones Vertiago, S.A.	Casinos	70,00%	-	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco	Ciudad de Panamá	Panamá
Inversiones Zental, S.L.	Bingos	100,00%	100,00%	Giga Game System Operation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Investment & Securities Iberica, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Ctra. Castellar, 298	Terrassa	Barcelona
Juegomatic, S.A.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Av. Los Vegas, 27	Málaga	Málaga
Juegos De Azar Oliva Rodon, S.L.	Operacional	100,00%	100,00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Juegos Del Oeste, S.L.	Operacional	75,50%	75,50%	Apuestas Electrónicas, S.L.	C/ 19 y 21 , modulo 12 , nave 2 P.I. El Nevero	Badajoz	Badajoz
Juegos San José, S. A.	Bingos	-	47,50%	Global Bingo Corporation, S.A.	General Mas De Gaminde, 47 Bajos	Las Palmas G.C.	Gran Canaria
La Barra Ancon, S.A.	Casinos	50,00%	50,00%	Ancon Entertainment, Inc.	Calle 50 y 73 Este San Francisco	Ciudad de Panamá	Panamá
La Barra Panama, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Calle 50 y 73 Este San Francisco	Ciudad de Panamá	Panamá
La Cafetería del Bingo, S.L.	Bingos	50,00%	50,00%	Global Bingo Corporation, S.A.	Asunción, 3	Sevilla	Sevilla
La Selva Inversiones, S.A.C.	Casinos	100,00%	100,00%	Gaming And Services, S.A.C.	C/ Jr. Loreto, 228 Hotel Atlantic Palace Secteur balneaire et touristique	Tambopata	Perú
Les Loisirs Du Paradis, S.A.R.L.	Casinos	82,00%	82,00%	Resort Paradise AB		Agadir	Marruecos
L&G Bussines, S.L.	Operacional	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 338	Terrassa	Barcelona
Lightmoon International 21, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Lista Azul, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S.A.	Gran Passeig de Ronda, 87	Lleida	Lleida
Macrojuegos, S.A.	Bingos	51,00%	51,00%	International Bingo Technology, S.A.	Dionisio Guardiola, 34	Albacete	Albacete
Majestic 507 Corp, S.A.	Casinos	50,00%	50,00%	Gaming & Services de Panamá, S.A.	Calle 50, Calle 73 Este	Ciudad de Panamá	Panamá
Maquilleiro, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Maqui-Ter, S.A.	Operacional	51,00%	51,00%	Elevai, Electronicos Valencia, S.A.	Miguel de Cervantes, 12	Teruel	Teruel
Marchamatic Indalo, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	C/Sierra Telar, 40	Viator	Almería
MCA Automatics, S.L.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Crta. Castellar, 298	Terrassa	Barcelona

List of subsidiaries

Company	Activity	Ownership Percentage 2020	Ownership Percentage 2019	Investment holder	Business address	City	Province/Country
Merengue Bar Gran Casino Jaragua, GCJ, S.R.L.	Casinos	100,00%	100,00%	Casinos Del Caribe, S.R.L.	Avda. George Washinton, 367 2º Piso	Sto. Domingo de Guzmán	R. Dominicana
Miky, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	c/ Paseo Maragall, 103 - 105	Barcelona	Barcelona
Montri, S.A.	Operacional	75,50%	75,50%	Iber Matic Games, S.L.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
New Laomar, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	c/Sierra Telar, 40	Viator	Almería
New York Game, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Nightfall Construccions, S.R.L.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Domingo	R. Dominicana
Nortia Real Estate Colombia, S.L.	Casinos	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Oper Ibiza, S.L.	Operacional	51,00%	51,00%	Cirsa Slot Corporation, S.A.	C/ dels Llauradors, 45	Sant Antoni de Portmany	Baleares
Operadora de Entretenimiento Manzanillo, S.A. de C.V.	Bingos	60,00%	60,00%	Bincamex, S.A. de CV.	c/ Guillermo Gonzalez Camarena 600 Piso 8	México D.F.	México
Operadora Internacional de Recreativos, S.A.	Operacional	51,00%	51,00%	Cirsa Slot Corporation, S.A.	c/ Cervantes, 14 1	Gijón	Asturias
Orbis Development, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Swiss Tower, 16th floor, World Trade Center	Ciudad de Panamá	Panamá
Orlando Italia, S.r.l.	Operacional	51,00%	51,00%	Orlando Play, S.A.	Milano Fiori, Strada 2, Palazzo D4	Assago	Italia
Orlando Play, S.A.	Operacional	51,00%	51,00%	Global Game Machine Corporation, S.A.	Sierra Telar, 40 P.I. La Juaida	Viator	Almería
Palabingo, S.R.L.	Bingos	100,00%	56,00%	Cirsa Retail, S.R.L.	Milano Fiori, Strada 2, Palazzo D4	Milán	Italia
Playcat, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S.A.	Cádiz, 1	Terrassa	Barcelona
Playspace, S.L.	Apuestas	100,00%	-	Cirsa Interactive Corporation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Princesa 31, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A. y Bingos de Madrid Reunidos, S.A.	Princesa, 31	Madrid	Madrid
Promociones e Inversiones de Guerrero, S.A.P.I. de C.V.	Bingos	100,00%	100,00%	Bincamex, S.A. de CV.	Guillermo Gonzalez Camarena, 600 P8 Col. Sfe	México D.F.	México
Promociones Sol Ibiza, S.A.	Operacional	51,00%	51,00%	Oper Ibiza, S.L.	C/ dels Llauradors, 45	Sant Antoni de Portmany	Baleares
Radiamon, S.L.	Operacional	50,00%	50,00%	Giga Game System Operation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Recrea, S.L.	Operacional	80,00%	80,00%	Giga Game System Operation, S.L.	C/ C-k, P.I. Cami dels Frares	Lleida	Lleida
Recreativos Arranz, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Recreativos Ergosa, S.L.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Recreativos Hatuey, S.A.	Operacional	100,00%	100,00%	Bema - Euromatic, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Recreativos Manchegos, S.L.	Operacional	51,00%	51,00%	Interservi, S.A.	Ctra. Nacional 420, Km 286	Alcazar de San Juan	Ciudad Real
Recreativos Martos, S.L.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Ctra. De Castellar, 298	Terrassa	Barcelona
Recreativos Ociomar Levante, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	Ctra. De Castellar, 298	Terrassa	Barcelona
Recreativos Panaemi, S.L.	Operacional	51,00%	51,00%	Orlando Play, S.A.	c/ German Bernacer, 22 P.I. Elche	Murcia	Murcia
Recreativos Sortia, S.L.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Recreativos Xativa, S.A.	Operacional	55,00%	55,00%	Eleva, Electronics Valencia, S.A.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
Red de Interconexión de Andalucía, S.L.	B2B	100,00%	100,00%	Cirsa Interactive Corporation, S.L.	Martillo, 26	Sevilla	Sevilla
Red de salones de Aragón, S.L.	B2B	100,00%	100,00%	Cirsa Interactive Corporation, S.L.	Ctra. De Castellar, 298	Terrassa	Barcelona
Redeye Games, S.L.	Operacional	100,00%	100,00%	Unipay, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Resort Paradise AB	Casinos	82,00%	82,00%	Cirsa International Business Corporation, S.L.	Box, 1432	Estocolmo	Suecia
Romgar, S.L.	Bingos	100,00%	100,00%	Telma Enea, S.L.	Cayetano del Toro, 23	Cádiz	Cádiz
S.A. Explotadora de Recreativos	Operacional	90,00%	90,00%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
Sadeju, S.L.	Bingos	65,00%	65,00%	Telma Enea, S.L.	c/ Carlota Alexandre, 106	Torremolinos	Málaga
Sala Valencia, S.A.	Bingos	50,00%	50,00%	Global Bingo Corporation, S.A. y Global Bingo	Cuenca, 20	Valencia	Valencia
Sala Versailles, S.A.	Bingos	100,00%	100,00%	Stars, S.A.	Bravo Murillo, 309	Madrid	Madrid
Sant Cugat Desarrollo de Tecnologías, S.L.	B2B	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Sena, nº 2	Madrid	Barcelona
Saturno 5 Conexión, S.L.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
SCB Almirante Dominicana, S.R.L	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Av. A. Lincoln , 403, La Julia	Santo Domingo	R. Dominicana
SCB Anil Dominicana, S.R.L.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Domingo	R. Dominicana
SCB Grand Victoria Dominicana, SRL	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Domingo	R. Dominicana
SCB Hispaniola Dominicana, S.R.L.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Av. A. Lincoln /Correa y Cidron	Santo Domingo	R. Dominicana
SCB Malecon Dominicana, S.A.	Casinos	100,00%	100,00%	Cirsa International Business Corporation, S.L.	Av. George Washington, centro comercial	Santo Domingo	R. Dominicana
Sertebi, S.A.	Bingos	100,00%	100,00%	Inversiones Zental, S.L.	Malecón	Barcelona	Barcelona
Servi D'Aro, S.A.	Bingos	100,00%	100,00%	Talzen Inversions, S.L.	Avda. Estrasburgo, 11	Castell - Platja D'Aro	Girona
Servicios Especializados Del Juego, S.A. De C.V.	Bingos	100,00%	100,00%	Bincamex, S.A. de CV.	Guillermo González Camarena 600, Piso 8, Santa Fe	México D.F.	México
Servicios y Distribucion de Recreativos, S.A.	Operacional	100,00%	100,00%	Global Game Machine Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Servi-Joc, S.A.	Operacional	85,00%	85,00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Sobima, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S. A.	Av. Los Vegas, 27	Málaga	Málaga

List of subsidiaries

Company	Activity	Ownership Percentage 2020	Ownership Percentage 2019	Investment holder	Business address	City	Province/Country
Social Games Online, S.L.	Apuestas	100,00%	100,00%	Cirsa Interactive Corporation, S.L.	Ctra. Castellar, 338	Terrassa	Barcelona
Societe Du Casino Le Mirage, S.A.	Casinos	51,00%	51,00%	Cirsa International Business Corporation, S.L.	Club Valtur STB, Parcelle nº 31	Agadir	Marruecos
Sodemar, S.L.	Bingos	100,00%	100,00%	Telma Enea, S.L.	Sacramento, 16 duplicado	Cádiz	Cádiz
Sportium Apostes Catalunya, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Sena, 2	Sant Cugat Del Valles	Barcelona
Sportium Apuestas Andalucia, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Av. Los Vegas, 27	Málaga	Málaga
Sportium Apuestas Aragon, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Jaime Ferrán, 5	Zaragoza	Zaragoza
Sportium Apuestas Asturias, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ B, Parcela 45B pol. Ind Asipo	Cayes - Llanera	Asturias
Sportium Apuestas Baleares, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Gremi des Sabaters, 21	Palma de Mallorca	Mallorca
Sportium Apuestas Canarias, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Garcia Morato, 1	Telde	Gran Canaria
Sportium Apuestas Castilla La Mancha, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Santa María Magdalena, 10 -12	Madrid	Madrid
Sportium Apuestas Ceuta, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11	Ceuta	Ceuta
Sportium Apuestas Colombia, S.A.S.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Carrera 12 Nº 93 - 78 Oficina 501	Bogotá	Colombia
Sportium Apuestas Deportivas, S.A.	Apuestas	100,00%	100,00%	Cirsa Slot Corporation, S.A.	C/Santa Mª Magdalena, 10-12	Madrid	Madrid
Sportium Apuestas Digital, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11	Ceuta	Ceuta
Sportium Apuestas Galicia, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Don Pedro, s/n	El Grove - Isla de la Toja	Pontevedra
Sportium Apuestas Levante, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
Sportium Apuestas Melilla, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Avda. Candido Lobera, 5 Atico 3	Melilla	Melilla
Sportium Apuestas Navarra, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Avda. Barañain, 27 1º A	Pamplona	Navarra
Sportium Apuestas Oeste, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Nevero Doce, Parcela 21	Badajoz	Badajoz
Sportium Apuestas Panama, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Corregimiento de San Francisco, calle 50 y 73 Este	Panamá	Panamá
Sportium Global Investments, SGI, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	Oficentro Ejecutivo La Sabana, Torre 6, Piso 3	San José	Costa Rica
Sportium Servicios de Gestión, S.L.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Sena, 2	Sant Cugat del Valles	Barcelona
Sportium Zona Norte, S.A.	Apuestas	100,00%	100,00%	Sportium Apuestas Deportivas, S.A.	C/ Las Balsas, 20 nave 49	Logroño	Logroño
Talluntxe, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Pseo. Miramar, s/n	Salou	Tarragona
Talzen Inversions, S.L.	Bingos	100,00%	100,00%	Inversiones Zental, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Tecnijoc, S.L.	Operacional	75,50%	75,50%	Egartronic, S.A.	Gremio de Jaboneros, 3B Pol.I. Son Castello	Palma de Mallorca	Mallorca
Tecnoappel, S.L.	Operacional	75,50%	75,50%	Cirsa Slot Corporation, S.A.	Pol Ind Campollano, calle B1	Albacete	Albacete
Tecnología y Sistemas, S.A.	Operacional	100,00%	100,00%	Eleval, Electronicos Valencia, S.A.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
Tefle, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S.A.	Tenor Fleta, 57	Zaragoza	Zaragoza
Telma Enea, S.L.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	Sevilla, 10-14	Jerez de la Frontera	Cádiz
Tres Rios Hotel la Carpintera, S.A.	Casinos	100,00%	100,00%	Grupo Cirsa De Costa Rica, S.A.	Oficentro Ejecutivo La Sabana, Torre 6, Piso 3	San José	Costa Rica
Unidesa Operations Services, S.I.	B2B	100,00%	100,00%	Universal de desarrollos Electronicos, S.A.	C/ Sena, 2	Sant Cugat del Valles	Barcelona
Unipay, S.A.	Operacional	100,00%	100,00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Universal de Desarrollos Electrónicos, S. A.	B2B	100,00%	100,00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Universal de Desarrollos Electrónicos, S. A. De C.V.	B2B	100,00%	100,00%	International Mex Business, S.L.	Guillermo Gonzalez Camanera, 660 Piso 9 Of. 5	México D.F.	México
Urban Leisure, S.L.	Operacional	75,00%	75,00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Verneda 90, S.A.	Bingos	100,00%	100,00%	International Bingo Technology, S.A.	Guipuzcoa, 70	Barcelona	Barcelona
Winner Group, S.A.	Casinos	50,01%	50,01%	Investments & Securities Iberica, S.A.	Calle 90, nº 19c-32, Oficina 401	Santa Fe de Bogotá DC	Colombia
Yumbo San Fernando, S.A.	Bingos	100,00%	100,00%	Global Bingo Corporation, S.A.	San Fernando, 48	Santander	Cantabria

List of associates

Company	Activity	Ownership Percentage 2020	Ownership Percentage 2019	Investment holder	Business address	City	Province/Country
AOG, S.r.l.	Bingos	50,00%	50,00%	Gema Srl. U.	Vía Langhena, 1	San Vendemiano	Italia
Automáticos Quintana, S.L.	Operacional	50,00%	50,00%	Comercial Jupama, S.A.	C/ Parque de la libertad, 30	Santa Lucía de Tirajana	Gran Canaria
Audiovisual Fianzas, S.G.R.	Estructura	35,23%	35,23%	Varios	c/ Luis Buñuel, 2 2ª	Madrid	Madrid
Bingo Amico, S.r.l.	Bingos	50,00%	50,00%	Gema, S.r.l.U.	Vía Langhena, 1	San Vendemiano	Italia
Binsavo, S. A.	Bingos	50,00%	50,00%	Global Bingo Corporation, S.A.	Ruiz Morote, 5	Ciudad Real	Ciudad Real
Casino la Toja, S.A.	Casinos	50,00%	50,00%	Global Casino Technology Corporation, S.A.	Isla de La Toja	El Grove	Pontevedra
Cludeen, S.L.	B2B	50,00%	50,00%	Universal de Desarrollos Electrónicos, S.A.	C/ Enrique Mariñas, 36 planta 5 local 1B	A Coruña	A Coruña
Compañía Europea de Salones Recreativos, S.L.	B2B	20,00%	20,00%	Universal de Desarrollos Electronicos, S.A.	C/ Toledo, 137	Madrid	Madrid
Competiciones Deportivas, S.A.	Casinos	50,00%	50,00%	Gaming & Services de Panamá, S.A.	Avda. de los Trabajadores, 12 P.I. La Atalaya	Panamá	Panamá
Felix Jimenez Morante, S.A.	Operacional	50,00%	50,00%	Cirsa Slot Corporation, S.A.	Calle 50, Calle 73 Este	Torrijos	Toledo
Majestic Food Services, S.A.	Casinos	50,00%	50,00%	Gaming & Services de Panamá, S.A.	Av. Cruz del Campo, 49	Ciudad de Panamá	Panamá
Montecarlo Andalucía, S.L.	Bingos	50,00%	50,00%	Global Bingo Corporation, S.A.	Torricella, 11	Sevilla	Sevilla
Opa Services, S.r.l.	Bingos	30,00%	30,00%	A.O.G., S.r.l.	Avda. de los Trabajadores, 12 P.I. La Atalaya	Roma	Italia
Recreativos Oropesa, S.L.	Operacional	50,00%	50,00%	Felix Jimenez Morante, S.A.	Av. Finisterre, 283	Torrijos	Toledo
Serdisga 2000, S. L.	B2B	50,00%	50,00%	Universal de Desarrollos Electronicos, S.A.	C/ Severo Ochoa, 3	La Coruña	La Coruña
Unión de Operadores Reunidos, S.A.	Operacional	50,00%	50,00%	Cirsa Slot Corporation, S.A.		A Coruña	A Coruña

REGISTERED OFFICE OF THE ISSUER

Cirsa Finance International S.à r.l.
2-4 rue Eugène Ruppert
L-2453 Luxembourg

LEGAL ADVISORS TO THE ISSUER

as to U.S. and English law
Simpson Thacher & Bartlett LLP
CityPoint
One Ropemaker Street
London EC2Y 9HU, United Kingdom

as to Spanish law
J&A Garrigues, S.L.P.

Avenida Diagonal, 654
Barcelona
Spain

as to Panamanian law
Morgan & Morgan

MMG Tower, 23rd Floor
Ave. Paseo del Mar
Costa del Este
Panamá City
Panamá

as to Italian law
**Pirola Pennuto Zei &
Associati**

Via Vittor Pisani
20 - 20124
Milan
Italy

as to Luxembourg law
**Arendt &
Medernach SA**

41 Avenue J-F Kennedy
2082 Luxembourg

LEGAL ADVISORS TO THE INITIAL PURCHASERS

as to U.S. and English law
Linklaters LLP
One Silk Street
London EC2Y 8HQ, United Kingdom

as to Spanish law
Linklaters, S.L.P.
Calle de Almagro, 40
28010 Madrid
Spain

as to Panamanian Law
Tapia Linares y Alfaro
P.H. Capital Plaza, Piso 15
Paseo Roberto Motta, Costa del
Este
Panamá City
Panamá

as to Italian law
Studio Legale Associato
in association with
Linklaters LLP
via Fatebenefratelli, 14
20121 Milan
Italy

as to Luxembourg law
Linklaters LLP
35 Avenue John F. Kennedy
P.O. Box 1107
L-1011 Luxembourg

LEGAL ADVISORS TO THE ISSUER AND THE INITIAL PURCHASERS

as to Mexican law
Garrigues México, S.C.
Corporativo Reforma Diana
Paseo de la Reforma, 412, 26th Floor
Col. Juárez, 06600 Mexico City
Mexico

as to Colombian law
Garrigues Colombia S.A.S.
Avenida Calle 92 No. 11-51, Piso 4
Bogotá D.C.
Colombia

INDEPENDENT AUDITORS

Ernst & Young, S.L.
Edificio Sarrià Forum
Avda. Sarrià, 102-106
08017 Barcelona
Spain

Cortés & Pérez Auditores y Asesores Asociados, S.L.
Passeig de Gràcia, 11
08007 Barcelona
Spain

SECURITY AGENT
**Deutsche Bank Trust Company
Americas**
1 Columbus Circle, 17th Floor
New York, NY 10019
United States of America

TRUSTEE
Deutsche Trustee Company Limited
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

PAYING AGENT
Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

REGISTRAR
Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
L-1115 Luxembourg
Grand Duchy of Luxembourg

**LEGAL ADVISORS TO THE
TRUSTEE**

K&L Gates LLP
One New Change
London EC4M 9AF
United Kingdom

TRANSFER AGENT
Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB

**LEGAL ADVISORS TO THE
SECURITY AGENT**

K&L Gates LLP
One New Change
London EC4M 9AF
United Kingdom

OFFERING MEMORANDUM



Cirsa Finance International S.à r.l.

€450,000,000 6.500% Senior Secured Notes due 2029

€200,000,000 Floating Rate Senior Secured Notes due 2028

Global Coordinators and Joint Bookrunners

Deutsche Bank

Barclays

BBVA

Jefferies

**UBS Investment
Bank**

The date of this Offering Memorandum is January 30, 2024
