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OFFERING MEMORANDUM

Not for general distribution in the United States

Cirsa Finance International S.à r.l.

€575,000,000 4.875% Senior Secured Notes due 2031

€425,000,000 Floating Rate Senior Secured Notes due 2032

Cirsa 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*") €575,000,000 aggregate principal amount of 4.875% Senior Secured Notes due 2031 (the "*Fixed Rate Notes*") and €425,000,000 aggregate principal amount of Floating Rate Senior Secured Notes due 2032 (the "*Floating Rate Notes*" and, together with the Fixed Rate Notes, the "*Notes*"). The Fixed Rate Notes and the Floating Rate Notes will constitute separate series of Notes, but shall be treated as a single class for all purposes under the Indenture (as defined herein), 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.

The proceeds from the Notes sold on the Issue Date, together with cash on balance sheet, will be used to (i) redeem the entire outstanding amount of the 10.375% 2027 Notes (as defined herein) and pay the redemption premium, together with accrued and unpaid interest thereon on November 10, 2025 (the "*10.375% 2027 Notes Redemption*"), (ii) redeem the entire outstanding amount of the 4.500% 2027 Notes (as defined herein), together with accrued and unpaid interest thereon on the Issue Date and (iii) pay fees and expenses associated with the Offering. See "*Use of Proceeds*." The amount of proceeds required for the 10.375% 2027 Notes Redemption shall be held in an interest-bearing segregated bank account until such proceeds are applied to redeem the 10.375% 2027 Notes on November 10, 2025. Interest on the Fixed Rate Notes will be paid semi-annually in arrear on each May 15 and November 15, commencing on May 15, 2026. Interest on the Floating Rate Notes will be paid quarterly in arrear on each March 15, June 15, September 15 and December 15, commencing on December 15, 2025. The Fixed Rate Notes will mature and be redeemable at par on October 15, 2031. The Floating Rate Notes will mature and be redeemable at par on October 15, 2032.

The Issuer may redeem the Fixed Rate Notes in whole or in part at any time on or after October 28, 2027 at the redemption prices set forth in this offering memorandum (the "*Offering Memorandum*"). Prior to October 28, 2027, the Issuer will be entitled, at its option, to redeem all or a portion of the Fixed Rate Notes at a redemption price equal to 100% of the principal amount of such 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 October 28, 2027, the Issuer will also be entitled, at its option, to redeem up to 40% of the aggregate principal amount of the Fixed Rate Notes (including additional 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 October 28, 2027, 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 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 October 28, 2026 at the redemption price set forth in this Offering Memorandum. Prior to October 28, 2026, 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 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 and the Existing Notes (in each case, as defined herein). Subject to the Agreed Security Principles (as defined herein), on or about the Issue Date, the 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 and the Existing 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 Notes and the Guarantees with respect to the 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 and the Existing Notes (collectively, the "*Collateral*"). The 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 Notes and the Existing 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 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 Notes. Application has been made to list the Notes on the Official List of the Luxembourg Stock Exchange for trading on the Euro MTF Market. This Offering Memorandum constitutes a prospectus for purposes of Part IV of the Luxembourg law on prospectuses for securities dated July 16, 2019.

Investing in the Notes involves a high degree of risk. See "*Risk Factors*" beginning on page 31.

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

The Notes will be issued in the form of global notes in registered form. See "*Book-Entry: Delivery and Form*." The Notes will be issued in denominations of €100,000 and integral multiples of €1,000 in excess thereof. The 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 October 28, 2025 (the "*Issue Date*").

The Notes and the Guarantees have 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 any other jurisdiction. Accordingly, the 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 under the U.S. Securities Act. Prospective purchasers of the Notes that are qualified institutional buyers are hereby notified that the seller of any 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**

Joint Bookrunners

BBVA **Jefferies** **Morgan Stanley** **Société Générale** **UBS Investment Bank**

The date of this Offering Memorandum is October 28, 2025

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We expect that delivery of the Notes will be made against payment on the 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 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 one business day unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes on the date of this Offering Memorandum or the next eight business days will be required, by virtue of the fact that the 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 Notes who wish to make such trades should consult their advisors. See "*Plan of Distribution*."

Important Information

In making an investment decision regarding the Notes, 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 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 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 Notes. None of the Group or the Initial Purchasers are making any representation to you regarding the legality of an investment in the 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 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 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 Notes in whole or in part and to allot to any prospective investor less than the full amount of the Notes sought by such investor. The Initial Purchasers and certain of their related entities may acquire, for their own accounts, a portion of the Notes.

The 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 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 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 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 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 Notes will be available initially only in book-entry form. The Notes will be issued in the form of one or more global notes, which will be deposited with, or on behalf of, a common depositary 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 Notes must comply with all applicable laws and rules and regulations in force in any jurisdiction in which it purchases, offers or sells the Notes and must obtain any consent, approval or permission required by it for the purchase, offer or sale by it of the 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.

THE NOTES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED WITH THE SUPERINTENDENCY OF CAPITAL MARKETS OF PANAMA. ACCORDINGLY, (I) THE 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 NOTES AND ITS OFFER ARE NOT SUBJECT TO THE SUPERVISION OF THE PANAMANIAN SUPERINTENDENCY OF CAPITAL MARKETS, AND (IV) THE NOTES DO NOT BENEFIT FROM THE TAX INCENTIVES PROVIDED BY THE PANAMANIAN SECURITIES LAWS AND REGULATIONS.

Stabilization

IN CONNECTION WITH THE ISSUANCE OF THE NOTES, DEUTSCHE BANK AKTIENGESELLSCHAFT (THE "*STABILIZING MANAGER*") (OR ANY PERSON ACTING ON BEHALF OF THE STABILIZING MANAGER) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE 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 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 NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE 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 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 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 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 Note may be relying on the exemption from the provisions of Section 5 of the U.S. 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 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 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 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 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 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 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. This Offering Memorandum has been prepared on the basis that any offer of the 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. 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 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.

Notice to United Kingdom Investors

The 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 (as amended, 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 (as amended, 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.

In the United Kingdom, this Offering Memorandum and any other material in relation to the 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 Notes 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. 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 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 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, 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.

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 their 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 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 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 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 Notes must be made available or distributed in any way that would constitute, directly or indirectly, an offer to the public in France.

The 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 Notes may only be acting for their own account; and

(iii) the direct and indirect distribution or sale to the public of the 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 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 Notes in the Federal Republic of Germany. This Offering Memorandum has not been approved for purposes of a public offer of the Notes and accordingly the 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 Notes will only be available to, and this Offering Memorandum and any other offering material in relation to the 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 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 Notes may be offered, sold or delivered, nor may copies of this Offering Memorandum or of any other document relating to the 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 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 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 Notes or distribution of copies of this Offering Memorandum or of any other document relating to the 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 Notes or distribution of copies of this Offering Memorandum or any other document relating to the 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 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 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.

The Netherlands. The Notes (including rights representing an interest in each global note that represents the 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 Regulation.

Kingdom of Spain. The 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 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 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 Notes in Spain which requires the registration of a prospectus.

Switzerland. The 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 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 Notes may be publicly distributed or otherwise made publicly available in Switzerland. The 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 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:

- economic volatility or political instability in Spain and other markets in which we operate, including the ongoing conflict in the Gaza Strip and Lebanon as well as Russia's actions in Ukraine, heightened inflation, trade wars, unemployment and other geopolitical and macroeconomic factors beyond our control;
- our operations outside of Spain, including fluctuations in foreign exchange rate as well as natural disasters;
- failure to extend or renew our lease agreements and/or operating licenses;
- failure to make successful investments and acquisitions;
- changes in consumer preferences towards online gaming and our failure to adapt to the new technological developments in the online gaming market;
- technical problems faced by our technology systems and online gaming operations;
- negative perceptions and publicity surrounding the gaming industry;
- ESG-related concerns of investors or financing providers investing in our securities;
- failure to detect corruption, money laundering or fraudulent activities of customer or third parties or comply with the relevant laws;
- security issues, terrorist attacks and other acts of violence occurring in the countries in which we operate;
- failure of our risk management processes;
- a highly competitive industry;
- failure to keep up with technological developments;
- failure to introduce new technology and innovate;
- risks related to our estimates being partially based on non-public information;
- failure to comply with the extensive regulation and licensing requirements in the gaming industry;
- taxation of gaming;
- risks related to our corporate structure;
- disallowance of the tax deductibility of interest;
- failure to comply with exchange information requirements on reportable cross-border arrangements;
- presentation of non-IFRS measures which may differ from our actual results of operations;
- the significant amount of intangible assets and goodwill of the Group;
- risks associated with the Notes and the Guarantees discussed under "*Risk Factors—Risks Related to the Notes, the Guarantees and the Collateral*"; and

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- 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 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

This Offering Memorandum contains market, economic and industry data relating to markets, market sizes, market shares and market positions and other industry data pertaining to our business and markets. In particular, the information contained in this Offering Memorandum relating to our industry, the markets in which we operate and our competitive position within those markets that we attribute to "Company Industry Sources" reflects our estimates, based on our assessment and knowledge of the market and is informed by multiple sources. These sources include information extracted from a private commercial vendor due diligence report issued by EY Parthenon, publicly available information and information obtained from industry publications and other market research ("*Company Industry Sources*"). In addition, certain information in this Offering Memorandum is derived from information obtained from H2GC, Bloomberg, S&P, BMI (a Fitch solutions company), the World Bank and the GSMA Mobile Economy Report.

Third party industry publications, studies and surveys generally state that the information contained therein has been obtained from sources believed to be reliable, but that the accuracy or completeness of such information is not guaranteed. All third-party information, as outlined above, has been accurately reproduced and, as far as the Company is aware and has been able to ascertain, no facts have been omitted which would render the reproduced information inaccurate or misleading. However, as the Company does not have access to all of the facts and assumptions underlying such Company Industry Sources, it is unable to verify such information and cannot guarantee its accuracy or completeness. In addition, when third-party data does not cover the market or type of service or product, or third-party data is not available, the certain market and industry data reflecting our management's best estimates has been included. Such information is based on information obtained from regulators, trade and business organizations and associations, consultants and other contacts within the industries in which the Group operates as well as the Company's senior management team's business experience and experience in the industry. The Company believes that these internal surveys and market and industry estimates, to the extent included in this Offering Memorandum, are reliable, but it has not independently verified them and cannot guarantee their accuracy or completeness and such data, and their underlying methodology and assumptions, are subject to change. The Company cannot assure that any of the assumptions that it has made in compiling this data are accurate or correctly reflect its position in its markets or other matters relating to its business. Accordingly, investors are cautioned not to place undue reliance on such estimates. Further, such estimates are subject to uncertainties and other factors that could cause such estimates to differ materially from (and potentially be worse than) what we have expressly or implicitly assumed or described. They are based on assumptions and other factors the occurrence or non-occurrence of which could cause such estimates to differ materially from or fail to meet the expectations expressed or implied therein. Further, certain industry information presented in this Offering Memorandum may not be current as it may relate to historical years 2024, 2023 and 2022.

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 Gaming Group.

In this Offering Memorandum, we present the Company's unaudited interim condensed consolidated financial statements as of and for the six months ended June 30, 2025 (the "*Interim Condensed Consolidated Financial Statements*")

and the Company's special purpose consolidated financial statements as of and for the years ended December 31, 2022, 2023 and 2024 (the "*Special Purpose Consolidated Financial Statements*"), in each case, prepared in accordance with International Financial Reporting Standards, as adopted by the European Union ("*IFRS*"). The Company's Special Purpose Consolidated Financial Statements have been audited by Ernst & Young S.L. ("*EY*"). Their auditors' report thereon is included elsewhere in this Offering Memorandum. We present our Interim Condensed Consolidated Financial Statements and our Special Purpose Consolidated Financial Statements in euro.

Unless otherwise indicated, the unaudited consolidated financial information as of and for the six months ended June 30, 2024 and 2025 presented in this Offering Memorandum is derived and extracted from the Interim Condensed Consolidated Financial Statements, including the related notes thereto; the audited consolidated financial information as of and for the years ended December 31, 2022, 2023 and 2024 presented in this Offering Memorandum is derived and extracted from the Special Purpose Consolidated Financial Statements, including the related notes thereto. The Company has retrospectively corrected an error identified in the Special Purpose Consolidated Financial Statements in the initial recognition, according to IFRS 3, of the business combination of Cirsa Gaming that took place on July 3, 2018, which results in an increase in the line items Goodwill and Shareholders' equity. In addition, the impact of currency translation differences regarding Goodwill amounts denominated in foreign currencies in respect of business combinations accounted in prior years has been retrospectively corrected, impacting the line items Goodwill and Currency translation differences.

Presentation of financial information in accordance with IFRS requires the Company's management to make various estimates and assumptions which may impact the values shown in the Interim Condensed Consolidated Financial Statements and the Special Purpose Consolidated Financial Statements and the respective notes thereto. The actual values may differ from such assumptions. The financial data and other data should be reviewed together with, the Interim Condensed Consolidated Financial Statements and the Special Purpose Consolidated Financial Statements, including the related notes thereto. The Interim Condensed Consolidated Financial Statements and the Special Purpose Consolidated Financial Statements are included elsewhere in this Offering Memorandum.

Prior to January 1, 2023, we were organized into six Business Units: Slots, Casinos, Bingo, B2B (Business to Business), Online Gaming & Betting and Structure. From January 1, 2023, in an effort to reduce the number of our Business Units, make them more homogenous and ease the comparability of our results and financial information, we changed the segmentation of our Business Units in our financial statements. In light of this and considering the material differences in tax regimes and regulations applicable to each relevant geography, we split the Slots Italy Business Unit from the Slots Spain Business Unit. Accordingly, from January 1, 2023, we have five Business Units which are as follows: Casinos, Slots Spain, Online Gaming & Betting, Slots Italy and Structure. See also "*Operating and Financial Review and Prospects—Business Unit Reporting*" and "*Business—Overview*." In implementing these changes, our special purpose consolidated financial statements as of and for the years ended December 31, 2024 and 2023 have been prepared on the basis of the new Business Units and comparative results as of and for the year ended December 31, 2022 have been restated. Our unaudited interim consolidated financial statements as of and for the six months ended June 30, 2025 have been prepared on the basis of the new Business Units.

Further, we present in this Offering Memorandum certain unaudited information for the twelve months ended June 30, 2025. The information for the twelve months ended June 30, 2025 has been derived by subtracting our results of operations data for the six months ended June 30, 2024 from our results of operations data derived from the special purpose consolidated financial statements for the year ended December 31, 2024 and adding our results of operations data for the six months ended June 30, 2025 (in each case, prepared on the basis of the new Business Units).

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 such as EBIT, EBITDA, EBITDA Margin, Capital Expenditures, Operating Free Cash Flow ("*OpFCF*"), Financial Operating Cash Flow ("*FOCF*"), Financial Cash Flow ("*FCF*"), OpFCF Cash Conversion, FOCF 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 Notes were being registered with the SEC.

Certain Definitions

"*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 (which will be redeemed in full with the proceeds of the Offering).

"*10.375% 2027 Notes*" refers to the €382,500,000 aggregate principal amount outstanding of 10.375% Senior Secured Notes due 2027 issued on November 9, 2022 pursuant to the 2019 Indenture (which will be redeemed in full with the proceeds of the Offering).

"*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 2027 Notes were issued.

"*2023 Indenture*" refers to the indenture dated July 19, 2023, among, *inter alios*, the Issuer, the Company and the Trustee, as amended and/or supplemented from time to time, pursuant to which the 2028 Notes and the 2029 Notes were issued.

"*2027 Notes*" refers to the 4.500% 2027 Notes and the 10.375% 2027 Notes, collectively.

"*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 2023 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 and February 13, 2024 pursuant to the 2023 Indenture (which were redeemed in full with the proceeds of the PIK Notes and the Cirsa IPO).

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

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

"*2028 Notes*" refers to the 2028 Fixed Rate Notes and the 2028 Floating Rate Notes, collectively

"*2029 Notes*" refers to the €450,000,000 aggregate principal amount of the Issuer's 6.500% senior secured notes due 2029 issued on February 13, 2024 pursuant to the 2023 Indenture.

"*2029 Notes Proceeds Loan*" means the loans of the proceeds of the 2029 Notes pursuant to the 2029 Notes Proceeds Loan Agreements and all loans directly or indirectly replacing or refinancing such loans or a portion thereof.

"*2029 Notes Proceeds Loan Agreements*" means one or more loan agreements made on February 13, 2024 of the proceeds of the 2029 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, Transfer Agent, Registrar and 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*."

"*AWPs*" refers to amusements with prizes.

"*Blackstone*" refers to Blackstone Inc., a company organized and existing under the laws of Delaware, 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.

"*Business Unit*" refers to Casinos Business Unit, Slots Spain Business Unit, Slots Italy Business Unit, Online Gaming & Betting Business Unit and Structure.

"*Casinos*" refers to physical gaming outlets operated under a casino license providing an entertainment offering which can include slot machines, gaming tables (such as roulette, poker, blackjack and others), sports betting, food &

beverage and shows. The specific offering of each casino varies on a case-by-case basis. In particular, certain casinos may include gaming tables while other casinos only include slot machines.

"*Cirsa*" or "*Company*" refers to Cirsa Enterprises, S.A., 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 at Carretera de Castellar, 298, 08226, Terrassa (Barcelona) and registered in the Commercial Registry of Barcelona in volume 38,750, sheet 0, page B-618240, with tax identification number (N.I.F) A87959649. On July 9, 2025, upon completion of the Cirsa IPO, the Company's shares started trading on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges.

"*Cirsa Gaming*" 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 at Carretera de Castellar, 298, 08226, Terrassa (Barcelona) and registered at the Commercial Registry of Barcelona in volume 42,002, sheet 102, page B- 380, with tax identification number A-08511149.

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

"*Cirsa IPO*" refers to the initial public offering on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges completed by the Company on July 9, 2025.

"*Collateral*" refers to the security interest that will secure the obligations of the Issuer and the Guarantors under the Notes and the Guarantees, which also secure the obligations of the Issuer and the Guarantors under the Existing Notes and the Revolving Credit Facility and the Guarantees granted in respect of the Existing 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.

"*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.

"*Existing Notes*" refers to the 2028 Fixed Rate Notes and the 2029 Notes**.**

"*EY*" refers to Ernst & Young, S.L., a Spanish limited company (*sociedad limitada*) with registered office at Calle Raimundo Fernández Villaverde 65, holder of Spanish tax identification number (N.I.F.) B-78970506 and registered with the R.O.A.C. (*Registro Oficial de Auditores de Cuentas* – Official Registry of Auditors) under the number S0530 and with the Commercial Registry of Madrid under volume 9364, section 3, page 68 and sheet M-87690-1.

"*EY Parthenon*" refers to Ernst & Young Servicios Corporativos, S.L., a Spanish limited company (*sociedad limitada*) with registered office at Calle Raimundo Fernández Villaverde 65, holder of Spanish tax identification number (N.I.F.) B- 28246163.

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

"*Finco 2*" refers to LHMC Finco 2 S.à r.l., a private limited liability company (*société à responsabilité limitée)* incorporated and existing under the laws of the Grand Duchy of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés du Luxembourg)* under number B224634.

"*Fixed Rate Notes*" refers to the €575,000,000 aggregate principal amount of 4.875% fixed rate senior secured notes due 2031.

"*Floating Rate Notes*" refers to the €425,000,000 aggregate principal amount of floating rate senior secured notes due 2032.

"*Gaming Halls*" refers to physical gaming outlets also commercially known as "electronic casinos" (which we report under our Casinos Business Unit), including what the relevant Spanish legislation refers to as *salones de juego* and bingos, with a narrower product offering compared to Casinos, including mostly slot machines, electronic roulettes, sports betting and, in certain instances, bingo games.

"*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 Notes.

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

"*H2GC*" refers to H2 Gambling Capital.

"*IAS"* refers to International Accounting Standards as issued by the antecedent International Accounting Standards Council, and endorsed and amended by the International Accounting Standards Board.

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

"*Indenture*" refers to the indenture to be dated on the Issue Date, among, *inter alios*, the Issuer, the Guarantors and the Trustee, as amended and/or supplemented from time to time, pursuant to which the Notes are expected to be issued.

"*Initial Purchasers*" refers to Deutsche Bank Aktiengesellschaft, Barclays Bank Ireland PLC, Banco Bilbao Vizcaya Argentaria, S.A., Jefferies GmbH, Morgan Stanley & Co. International plc, Société Générale and UBS AG London Branch.

"*Intercompany Loan*" means a loan extended under a loan agreement between the Company, as lender, and Cirsa Gaming, as borrower, entered into on July 3, 2018, which was used to repay certain outstanding indebtedness of the Cirsa Gaming 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 2028 Notes and the 2029 Notes on July 19, 2023, as it may be amended from time to time.

"*Interim Condensed Consolidated Financial Statements*" refers to the unaudited interim condensed consolidated financial statements of the Company and its subsidiaries as of and for the six months ended June 30, 2025.

"*Issue Date*" refers to the date on which the Notes 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.

"*Notes*" refers to the Fixed Rate Notes and the Floating Rate Notes, collectively.

"*Offering*" refers to the offering of the Notes hereby.

"*Original Acquisition*" refers to the acquisition of the Cirsa Gaming 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 Gaming shares and entered into among the Company and the sellers thereunder (including the annexes and schedules thereto), as amended from time to time.

"*PIK Notes*" refers to the 8.625%/9.375% Senior Secured PIK Toggle Notes due 2030 issued by Finco 2, an indirect parent company of the Issuer, pursuant to an indenture dated May 12, 2025 ("*PIK Indenture*"). As of June 30, 2025, the outstanding amount of the PIK Notes was €600,000,000.

"*PoS*" means points of sale excluding dedicated Gaming Halls.

"*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 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.

"*PVRs*" refers to *Punto Vendita di Ricarica*.

"*Refinancing Transactions*" refers to the offering of the Notes and the use of proceeds therefrom (as set forth in "*Use of Proceeds*") and the payment of transaction costs, fees and expenses in connection with the foregoing.

"*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 and November 6, 2024, with, among others, the Company, as original borrower and guarantor, the Issuer, as original borrower and guarantor, the Guarantors, the Facility Agent and the Security Agent.

"*Security Agent*" refers to Deutsche Bank Trust Company Americas.

"*Special Purpose Consolidated Financial Statements*" refers to the special purpose consolidated financial statements of the Company and its subsidiaries as of and for the years ended December 31, 2024, 2023 and 2022.

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

"*Subsidiary Guarantors*" refers to Cirsa Gaming, 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., Integración Inmobiliaria World de México, S.A. de C.V., Cirsa 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., Eleval Electrónicos Valencia, S.A.U and Miky S.L.U.

"*Trustee*" refers to Deutsche Trustee Company Limited.

"*Type A Casinos*" refers to casinos located in Panama in which only slot machines can be installed

"*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, as amended.

"*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 are a leading gaming company in Spain, Panama, Colombia, Costa Rica and the Dominican Republic, and a key player in Italy, Morocco, and certain other Latin American countries (including Mexico, Puerto Rico and Peru). We operate in fully regulated markets only.

For the twelve months ended June 30, 2025, we generated 73.2% and 12.9% of our EBITDA in countries where we are the #1 or #2 operator, respectively (*source: Company Industry Sources*).

We maintain a well-balanced business with robust geographical diversification, complemented by economies of scale derived from our size, which have consistently driven revenue growth, high EBITDA margins, and strong cash conversion over the past two decades.

Our net operating revenues for the twelve months ended June 30, 2025 amounted to €2,272.9 million, increasing by 11.4% compared to €2,040.7 million for the twelve months ended June 30, 2024. Our EBITDA for the twelve months ended June 30, 2025 amounted to €730.0 million, increasing by 11.3% compared to €656.1 million for the twelve months ended June 30, 2024.

Below is a breakdown of our EBITDA by country for the twelve months ended June 30, 2025:

	For the twelve months ended June 30, 2025
Country	**EBITDA**
Spain	47.4%
Panama	12.0%
Peru	9.5%
Colombia	9.3%
Italy	7.2%
Mexico	6.6%
Morocco	3.4%
Dominican Republic	3.3%
Costa Rica	1.2%
Portugal	0.3%
Puerto Rico	(0.1)%
	100%

Our well-diversified product portfolio encompasses: (i) Casinos with a full entertainment offering, including slot machines, sports betting and, in certain Casinos (i.e., Casinos with tables), physical gaming tables (such as roulette, poker, blackjack and others), food & beverage and shows: and (ii) Gaming Halls (also commercially known as electronic casinos), with a narrower product offering compared to Casinos, including mostly slot machines, electronic roulettes, sports betting and, in certain instances, bingo games, all of which we include in the same Casinos Business Unit. Additionally, we operate slot machines in bars, cafes and restaurants across Spain and Italy. Furthermore, we offer online gaming and sports betting products through our websites, mobile applications and retail outlets. As of June 30, 2025, our operations included 85,535 slot machines (of which 35,393 are Casinos Business Unit slot machines, 25,428 are Slots Spain Business Unit slot machines, 12,546 are AWPs and 2,603 are VLTs in the Italy Slots Business Unit and 9,565 are betting terminals), 62 Casinos with tables, 121 Casinos without tables, 269 Gaming Halls, 648 gaming tables and 2,432 betting points.

We are the omnichannel leader in the Spanish private gaming market, as evidenced by our core activities as of June 30, 2025. As of December 2023, in this market we are positioned as the #1 operator in the Casinos and Gaming Halls as well as slot machines markets (*source: Company Industry Sources*). Additionally, we lead as the #1 slot machine manufacturer in Spain (*source: Company Industry Sources*), having sold 22,265 slot machines and gaming kits during the twelve months ended June 30, 2025. Furthermore, our significant presence extends to the Spanish online gaming and betting sector through *Sportium*, which offers our customers a wide variety of online casino games (such as poker and

blackjack tables), slot games, sports betting events (such as soccer, basketball, tennis, greyhound racing and horse racing), and live casino games (real-time, interactive online gaming experiences). This platform supports our online gaming operations and sports betting products across 1,873 betting points in bars, Casinos and Gaming Halls in Spain as of June 30, 2025.

We have a significant presence in Latin America. We are the #1 Casinos operator in Panama, Colombia (where we acquired eight new establishments in March 2024), Costa Rica and the Dominican Republic (*source: Company Industry Sources*). We also operate in Peru as the #2 Casinos operator and in Mexico where we believe that we are the #4 Casinos operator in the market. In most of these countries, we also operate in the online gaming and betting sector. We hold online gaming licenses in Panama, Colombia, Mexico, Peru and Portugal and are in the process of obtaining an online license in Puerto Rico. Recently, we expanded our online gaming and betting operations in the region by acquiring a majority stake in Apuesta Total, which is the #1 online gaming and sports betting operator in Peru (*source: Company Industry Sources*), and collaborating, through *Sportium*, with Hipódromo Camarero to open our first sports betting corner in Puerto Rico.

In Italy, we have established our position in the slot machine market with the operation of 12,546 amusements with prizes ("*AWP*") and 2,603 video lottery terminals ("*VLT*") slot machines in approximately 2,739 and 177 locations, respectively, in central and northern Italy as of June 30, 2025. Furthermore, we strengthened our presence in this country through the acquisition of E-Play24 in 2022, a prominent operator in the Italian online betting and gaming industry, through which our customers can wager on different casino games (such as poker and blackjack tables), slot games, sport events (such as soccer, basketball, tennis, greyhound racing and horse racing), and live casino games. This acquisition has enabled us to expand our online gaming and betting operations significantly.

Finally, we are a key player in Morocco where we are currently positioned as the #2 Casino operator (*source: Company Industry Sources*). We hold majority stakes in the largest Casinos located in Agadir and Tanger. In Agadir, we also hold majority stakes in Casino Le Mirage and Casino Atlantic and in Tanger, we hold a majority stake in Casino Tanger.

Before January 1, 2023, our Business Units were categorized as follows: Casinos, Slots, Bingo, Business-to-Business, and Online Gaming & Betting. Starting January 1, 2023, to enhance comparability and streamline our financial reporting, we reorganized our Business Units in our financial statements. Our current Business Units are categorized as follows: Casinos, Slots Spain, Online Gaming & Betting, Slots Italy and Structure.

Casinos Business Unit

This Business Unit oversees self-managed Casinos and Gaming Halls that house a diverse range of retail gaming products across all the countries where we operate including slot machines, electronic roulette, bingo games, digital gaming tables (such as i-poker and i-blackjack) and sports betting. In our Casinos, we offer to our clients a more comprehensive gaming experience, including traditional gaming tables (such as poker and blackjack tables, baccarat and American roulette) and, in certain selected locations (such as Marbella, Valencia, Mexico City, and Bogotá), a full entertainment package including services such as food and beverage (F&B), live performance shows and music. Our Casinos and Gaming Halls are strategically situated in prime areas and operate within a fragmented market, presenting substantial consolidation prospects.

Our 40 years' experience of running Casinos and Gaming Halls and systematic consumer insight harvesting give us a strong understanding of our customers' preferences, which in turn drive operational excellence and our Gold Mine strategy for optimizing our existing locations. Our Gold Mine strategy consists of identifying an attractive location within our existing portfolio of Casinos and Gaming Halls as a first step, and then conducting meaningful improvements to achieve optimal operational performance and enhance the customer offering. This strategy can also include relocating to larger and better located premises by acquiring or constructing new ones. This strategy also involves exploring and identifying additional promising locations beyond our current portfolio. These locations can encompass both gaming and non-gaming spaces, providing us with opportunities to expand and convert them into new, high-quality venues. See "*—Our Strengths—Proven strategy with multiple levers of sustainable and long-term growth and operational excellence, supported by data analytics and technology*."

Additionally, our scale and operational excellence have allowed us to consolidate smaller operators in our existing markets given their fragmented nature.

Through our Casinos Business Unit, we operated 452 Casinos and Gaming Halls, of which 183 are Casinos (i.e., 62 Casinos with tables and 121 Casinos without tables) and 269 are Gaming Halls, across Spain, Latin America and Morocco, as applicable, as of June 30, 2025. See "*Business—Operations and Activities—Our Business Units—Casinos Business Unit—Casino Operations by Country*."

From an accounting perspective, the results of all our Casinos and Gaming Halls listed herein are fully consolidated within our results of operations from the Casinos Business Unit (except for the results of the 12 Gaming Halls

we operate in Italy, which are reported under our Slots Italy Business Unit) and, where applicable, the share of minority investments is also recognized in the statement of comprehensive income under the item "non-controlling interests."

This Business Unit generated EBITDA of €402.7 million for the twelve months ended June 30, 2025, representing 55.2% of our total EBITDA.

Slots Spain Business Unit

We are the #1 slot machine operator in Spain, with 26% GGR market share as of December 31, 2023 (*source: Company Industry Sources*). This Business Unit, in which we operate since 1979, oversees slot machine operations in bars, cafes, and restaurants across Spain. We operate under 17 distinct regulatory regimes—one for each autonomous region in Spain—each maintaining stable and competitive taxation regimes. Within this Business Unit, we only operate recreational, low-stake, mass-market slot machines (i.e., Type B or AWP slot machines) that, in exchange for a low price per game played (i.e., a €1 maximum bet and a €0.54 average bet), provide the customer with entertainment and the possibility to obtain a cash or monetary prize of up to €500 per single event, with a minimum 70% payout over the betting cycle.

To improve our slots productivity, we have developed an exclusive in-house tool, named 'Smart Slot,' which allows for real-time monitoring of slot machine activity in every bar and helps predict customers behavior, thereby enabling customization of slot machines for specific areas and optimizing operational costs and cash management. This tool gathers information on occupancy rates, overlaps among slots and idle capacity to determine whether the bar is adhering to the contractually agreed opening hours. It also identifies timeslots with low play intensity or higher drop and detects potential churn patterns, such as those caused by a competing bar with newer slots. We use the segmentation, geolocation and data analytics gathered by our 'Smart Slot' tool to enhance cross-selling opportunities and develop slot machine cabinet retention and conversion strategies, as well as responsible gaming models.

The Spanish slots market is structurally fragmented, with approximately 6,400 small regional operators collectively holding 56% of the market share (*source: Company Industry Sources*). Since 2015, enabled by our scale, experience, and track record, we have acquired and integrated around 11,900 slot machines (in gross terms, i.e., not taking into account the amount of machines which have, in turn, been taken off the market) into our network through over 69 M&A transactions. We believe that in further substantial market consolidation, which would enable us to enhance our market presence and operational efficiency.

Our Slots Spain Business Unit also includes our B2B operations, which involve designing, manufacturing, and marketing slot machines for the Spanish market, as well as software development and interconnection system services for slot machines and Casinos management. Our extensive portfolio of products and services is distributed both within our Group and to external entities. In our B2B operations, we are the #1 manufacturer holding a 50% to 55% share of the market in Spain (*source: Company Industry Sources*), with 22,265 slot machines and gaming kits manufactured and sold, of which 11,739 were sold to third parties, in the twelve months ended June 30, 2025, increasing by 23.7%, compared to the twelve months ended June 30, 2024. We generated €50.2 million in net operating revenues from slot machines and gaming kits sold to third parties in the twelve months ended June 30, 2025, increasing by 33.6% compared to the twelve months ended June 30, 2024. We design most of the core components of our slot machines and gaming kits and outsource their manufacturing through Unidesa, Spain's leading bar slot machine manufacturer. See "*Business—Operations and Activities—Our Business Units—Slots Spain Business Unit*."

This Business Unit generated EBITDA of €201.5 million for the twelve months ended June 30, 2025, representing 27.6% of our total EBITDA.

Online Gaming & Betting Business Unit

We have operated this Business Unit since 2013 as one of the first retail operators in Spain. We specialize in online gaming services and offer online casino games and social games (i.e., without monetary prizes) through our website, mobile applications, and retail outlets, as well as betting services exclusively on sports events both online and through proprietary or third parties' betting corners in physical locations, with a seamless integrated omnichannel entertainment experience for our customers.

We hold online gaming licenses in Spain, Italy, Panama, Colombia, Mexico, Peru and Portugal and are in the process of obtaining an online license in Puerto Rico. Our online gaming services are primarily available through our *Sportium* brand and some other local brands (Marca Apuesta in Spain, Apuesta Total in Peru, E-Play24, SportItaliaBet and others in Italy).

Since the launch of our online operations in Spain, we have leveraged our large retail network and *Sportium* brand to build a strong omnichannel business underpinned by attractive economics. In Spain, we are currently the leading omnichannel operator in sports betting with the largest retail footprint and an 11% GGR market share as of December 31, 2023 (*source: Company Industry Sources*).

This Business Unit has been growing both organically and inorganically with the acquisitions of E-Play24 in Italy, GanaBet (renamed *Sportium*) in Mexico, Apuesta Total in Peru and some smaller acquisitions in the Spanish and Italian markets. We believe that we have the key assets that will support future growth, including an international retail footprint, a strong portfolio of international and local online brands, a well-calibrated marketing strategy, a wide range of products, customer knowledge and customer relationship management (CRM) best practices.

This Business Unit generated EBITDA of €111.0 million for the twelve months ended June 30, 2025, representing 15.2% of our total EBITDA.

Slots Italy Business Unit

This Business Unit, in which we operate since 1997, manages slot machine operations in third-party bars, cafes, restaurants and traditional bingo establishments in Italy. In Italy, we also directly operate 12 Gaming Halls (which are reported under our Slots Italy Business Unit). In addition, our in-house platform functions as a network operator for slot machines, for which we can charge a fee (not material in terms of contribution to revenues from this Business Unit) of not higher than 3% of the revenues per machine to third parties that we interconnect to our network.

Our Slots Italy Business Unit operated 12,546 AWP slot machines and 2,603 VLT slot machines in third-party locations across central and northern Italy as of June 30, 2025. AWP are recreational, low-stake, mass-market slot machines awarding small prizes and present in dedicated Gaming Halls and other points of sale ("*PoS*"), whereas VLT are Casino-type slot machines awarding large prizes and only present in licensed PoS (such as Casinos and Gaming Halls). We operate an attractive franchise and profit-share model with such third-party location owners and enter into exclusivity contracts for up to three years.

This Business Unit generated EBITDA of €29.9 million for the twelve months ended June 30, 2025, representing 4.1% of our total EBITDA.

Structure Business Unit

This Business Unit consolidates all entities contributing less than 10% of our total external and internal revenue, which corresponds to less than 10% of the combined Business Units results, and less than 10% of our total assets. In this Business Unit, we record operating revenues from a variety of activities, including revenues and overhead costs reimbursed from joint ventures and personal services, as well as the reimbursement of immaterial costs associated with the payment of licensing fees (e.g., costs associated with licenses for re-invoicing applications and software applications such as Windows, SAP and GIC) and the Group's administrative and management structure, which are part of our overhead costs. Due to their individual immateriality, specific details for these operations are not provided separately in this Offering Memorandum, but are aggregated under this Business Unit.

Our Strengths

We operate in select large and fully regulated markets with attractive growth dynamics and significant potential due to their underpenetration (especially in Latin America and online gaming).

We are highly selective of the markets where we operate and adhere to rigorous criteria when evaluating potential new markets. The markets we choose to enter are selected based on the following key factors:

- a stable macroeconomic landscape, characterized by positive GDP growth, a stable currency and a healthy credit rating;
- locally-regulated markets with a stable regulatory, tax and licensing regime, governed by reputable government agencies; and
- underpenetrated and/or highly fragmented gaming markets, supporting growth dynamics for well-capitalized large-scale international operators.

We define our total addressable market ("*TAM*") as the overall gross revenue opportunity that is available for our Business Units in selected regions: Spain, Italy and certain Latin American countries, including our existing markets, as well as adjacent ones to the abovementioned that we may consider entering in the future (such as the Bahamas, Chile, Jamaica, and Uruguay). Our TAM includes these adjacent markets as they have a stable regulatory environment and, in case of expansion, are markets we have identified as being able to be integrated with ease into our existing business due to our know-how, geographical proximity and existing relationships. Although Brazil formally became a regulated market as of January 1, 2025, it has been excluded from the TAM given the market is currently stabilizing and most of its players still operate without licenses and, therefore, without the stricter KYC requirements and the higher structural costs of licensed operators. As of the date of this Offering Memorandum, we have not made any formal decision or specific plan to enter into any of these adjacent markets and any potential expansion into new markets will depend on several factors,

including the attractiveness of the opportunities (which we are constantly monitoring) that may arise in the future. According to H2 Gambling Capital ("*H2GC*"), our TAM in 2024 was €35 billion of GGR and is forecast to grow at a compound annual growth rate ("*CAGR*") of 5.2% to €43 billion by 2028. According to the same source, our TAM has grown from €17 billion in 2007 to €27 billion in 2019, illustrating our resilience to macroeconomic crises and regulatory changes, such as smoking or advertising bans.

Each of our markets is fully regulated and characterized by stable and predictable gaming and tax regulations, where we have strong local knowledge and connectivity. We strive to be aligned with local governments by supporting responsible gaming as we continue to be a relatively important source of income for regional or national budgets and for employment and economic development. For instance, we have had 20 years of established relationships with most of our regulators. This enables us to successfully navigate the regulatory frameworks of the countries we operate in.

Each of our markets possesses considerable growth potential, particularly from online gaming, considering their relatively low online gaming penetration. For example, according to H2GC, in 2024, online GGR per capita in our core markets of Spain, Italy and several Latin American countries (including Bahamas, Chile, Colombia, Jamaica, Mexico, Panama, Peru, Puerto Rico and Uruguay) was €41, €93 and €18, respectively. This is much lower than the online GGR per capita in mature online gaming markets such as the United Kingdom (where online GGR per capita for the year ended December 31, 2024 was €137), indicating that there is significant room for growth. The online gaming market in Latin America is particularly underpenetrated and consequently forecast to achieve outsized growth in comparison to other regions. According to H2GC, Latin America online GGR is projected to grow at a CAGR of 13.6% from 2024 to 2028, significantly outpacing the United Kingdom which is projected to grow at a CAGR of approximately 4.2%.

We expect our organic growth will be driven by cementing our leading positions in our core markets in Spain and Latin America. For the twelve months ended June 30, 2025, we generated 39.4% of our net operating revenues and 47.4% of our EBITDA from Spain. Spain is one of the largest gaming markets in Europe and is expected to grow at a stable rate over the next five years.

We also have material exposure to Latin America, with 34.0% of our net operating revenues and 41.9% of our EBITDA for the twelve months ended June 30, 2025 generated from, in aggregate, Panama, Colombia, Mexico, the Dominican Republic, Peru and Costa Rica (and, in particular, 6.2% of our net operating revenues and 6.6% of our EBITDA for the twelve months ended June 30, 2025 was generated from Mexico). This region is one of the core growth drivers for our business, as our TAM in Latin America is forecast to grow at a CAGR of 8.9% over the next four years, according to H2GC.

This growth is driven by the following factors:

- *Significant underpenetration of both online and land-based gaming in Latin America compared to mature gaming markets*. For instance, according to H2GC, the GGR per capita in 2024 was €43 in our Latin American markets, €143 in Spain (excluding all lotteries, whether state or private, and state pools (quinielas), €269 in Italy, €228 in the United Kingdom and €335 in the United States. In addition, Latin America has 724 inhabitants per slot machine compared to only 198 in Spain and 189 in Italy. This disparity indicates a substantial opportunity for market growth in Latin America.

- *Our focus on Latin American countries with positive demographic profiles*. In Panama, Colombia and Mexico, approximately 90% of the population is younger than 65, supporting future gaming demand and digital adoption. Colombia and Mexico are specifically less penetrated in terms of population with access to a bank account or smartphone. We expect online access growth in these countries to serve as a further growth driver in the online gaming sector.

Recognizing this opportunity in Latin America, we have chosen to focus on countries with stable macroeconomic backdrops and stable regulatory, tax and licensing regimes, based on the following:

- The macroeconomic backdrop for the Latin American countries where we currently operate is among the most stable in the region. With regard to inflation, our Latin American markets—Panama (0.7%), Colombia (5.8%) and Mexico (4.7%)—have experienced lower inflation between 2015 and 2024 compared to more volatile countries in the region where we have chosen not to operate, such as Argentina (70.5%) and Venezuela (14,505.9%), according to the GSMA Mobile Economy Report of BMI (a Fitch solutions company), World Bank. Our Latin American markets also have more stable exchange rates compared to countries like Argentina and Venezuela. Similarly, sovereign credit is considered stable for the region (Panama (S&P BBB), Colombia (S&P BB) and Mexico (S&P BBB)), particularly when compared to other countries in the region such as Argentina (S&P CCC) and Venezuela (S&P rating withdrawn).

- We believe the gaming tax structures in the Latin American countries where we operate are stable and directly tied to our net operating revenue generation, providing us with visibility on financial performance.

For example, in our three key Latin American Casino markets (Mexico, Panama and Colombia), gaming taxes have remained unchanged since 2015 (30%, 18% and 12%, respectively). In addition, we have managed to reduce our gaming tax burden through optimization measures. Across our entire business, we have successfully lowered our gaming taxes as a percentage of net operating revenues from 35.1% in 2015 to 28.7% for the year ended December 31, 2024 and 28.8% for the six months ended June 30, 2025.

We have deep-seated knowledge of the local licensing frameworks and requirements in the countries where we operate, which helps us reduce licensing risks. Other than in Panama and Italy, all the licenses we hold either automatically renew or can be extended for successive 10 to 20-year terms with three to five months' advance notice at minimal or no cost, depending on the region. We face a more complex renewal process in Panama where we are required to pay between $500,000 per Type A Casino and $1,000,000 per Casino in order to renew our licenses for another 20-year term upon expiration (between 2034 and 2043). In Italy, licenses are awarded through a public tender process and may be extended subject to the payment of certain fees. For the most recent extension for land-based gaming concessions from January 1, 2025 to December 31, 2026, we will pay a combined two-year fee of (i) €11.4 million for our VLT and AWP licenses (€60 and €2,000 per year for each AWP and VLT license, respectively, to be paid in three annual installments on March 15, July 15 and October 1 for each year of extension), and (ii) €648,000 for our two bingo hall licenses (€108,000 per year for each bingo license to be paid in two installments on January 31 and June 30 per each year of extension).

Diversified business portfolio across different geographies, channels and products.

We are a highly diversified business, both from a geographic and product standpoint. This strategic breadth not only ensures the stability of our cash flows but also mitigates the reliance on any specific region or business segment.

We currently operate in 11 markets across Europe, Latin America and North Africa, and are not overly exposed to a single market. Our largest exposure is to Spain, which generated 39.4% of our net operating revenues and 47.4% of our EBITDA for the twelve months ended June 30, 2025. However, the Spanish market is decentralized from a regulatory perspective, with 17 regional authorities responsible for regulating most gaming activities in the relevant markets. Consequently, our operations in Spain are well-diversified, which helps mitigate the risk of any potential adverse changes to the regulatory regime. The rest of our operations are distributed among nine other countries, all of which have been selected on the basis of their stable regulatory and macroeconomic conditions.

We also operate four distinct but complementary business units within the gaming industry (Casinos, Slots Spain, Online Gaming & Betting and Slots Italy). Each of these business units has a diverse profile in terms of product offering, channel and geographic exposure, which provides resilience and protects us in the event of a downturn in any single business unit.

Leading gaming operator in Spain and Latin America underpinned by a strong competitive market position.

In many of the markets where we operate, we are the #1 player (*source: Company Industry Sources*). On a consolidated basis, 73.2% of our EBITDA for the twelve months ended June 30, 2025 was contributed by the markets where we are the #1 player. This position provides benefits of scale considering significant set-up costs in many of our markets and makes us the consolidator of choice in the highly fragmented markets in which we operate. For example, in Spain, 59% of the slot machines market is run by regional operators based on 2023 GGR (*source: Company Industry Sources*). In Colombia, 70% of the Casinos market is run by multiple local players (*source: Company Industry Sources*). We have a proven history of successfully acquiring smaller competitors and businesses at attractive valuations.

We believe that our competitive position is further reinforced by several factors: the significant set-up costs required to begin operations in many of our markets, regulatory restrictions (such as advertising prohibitions for online gambling in Spain and the limited number of licenses available in Panama), and our decades-long track record of operating in many of our markets and collaborating with local regulators to promote legal and responsible gambling. Additionally, our retail presence provides a competitive edge in deploying our omnichannel strategy to customers familiar with our land-based business.

In Spain, we are the leading Casinos and Gaming Halls and slots operator based on 2023 GGR market share and are a leading omnichannel operator for online gaming (*source: Company Industry Sources*). According to the same source, we have the largest retail footprint in Spain based on number of points of sale ("*PoS*"), which we leverage to effectively deploy an omnichannel strategy. Our slot machine operations are diversified across all 17 autonomous regions in Spain. We have a 17.3% share of the Spanish market (based on weighted average GGR market share as of December 31, 2023 for Casinos, Gaming Halls slots and online gaming and betting) compared to our second competitor at 5.6% (*source: Company Industry Sources*). Our leading position in Spain results in the reduced cost related to acquiring a new customer ("customer acquisition costs" or "*CAC*"), higher ARPU and lower churn rates, enhanced by our marketing initiatives and, therefore, higher lifetime value compared to our competitors that use a single-channel approach (i.e., focused solely on online gaming, Casinos or Gaming Halls), and enables market share gains.

In Latin America, we hold a robust competitive position, being a leading Casino operator in Panama, Colombia, Costa Rica and the Dominican Republic, and a key player in other Latin American markets (including Mexico, Puerto Rico and Peru), as evidenced by our combined GGR market share for 2023 (*source: Company Industry Sources*). Furthermore, we have a 58%, 26% and 9% share of the Panamanian, Colombian and Mexican land-based Casino markets, respectively (*source: Company Industry Sources*). Our position is secured by operating Casinos at some of the best locations in each market. Our Latin American retail presence helps us implement an omnichannel strategy and cross-sell our online offering to customers who are familiar with our traditional retail products. We stand out as the sole large-scale operator that maintains leading market positions across various markets in the region. This, coupled with our local know-how, expertise and understanding of gaming regulations, as well as strong relationships with regulatory bodies, equips us with a unique competitive advantage over international players and increases our ability to successfully execute our growth strategies.

Proven strategy with multiple levers of sustainable and long-term growth and operational excellence, supported by data analytics and technology.

We have successfully developed a robust growth strategy focused on (1) enhancing our local, multichannel business model to attract and retain a large, resilient and loyal customer base, (2) leveraging operational excellence and pioneering technology to drive earnings growth and (3) capturing attractive organic and inorganic growth opportunities.

The three main growth levers of our strategy are the Gold Mine strategy, the Omnichannel strategy and the M&A strategy. All of these are supported by our data analytics and technology capabilities.

Gold Mine strategy: Focused on our Casinos Business Unit and premised on the pursuit of a sustainable and profitable expansion in existing locations, with particular focus in markets with significant growth potential such as Latin America and Morocco, this strategy entails identifying an attractive location within our existing portfolio, and then conducting meaningful improvements to achieve optimal performance and enhance the customer offering and experience. These modifications could include, among others:

- increasing the gaming surface area;
- converting spaces into Casinos;
- increasing the number of slot machines and tables; and
- creating a full entertainment experience by adding leisure services, such as event stages and restaurants.

Our Gold Mine strategy has occasionally led to expansion into adjacent premises, but only when justified by the performance of the Casino. The Gold Mine strategy may also involve relocating to larger and better-located premises, either by acquiring or constructing new facilities.

An example of the Gold Mine strategy is our Rio Bogotá Casino in Colombia. After identifying this location as a suitable candidate for our Gold Mine strategy, we transformed this Casino through three Gold Mine expansions in 2005, 2018 and 2022 and are currently planning a fourth expansion to be completed in 2026. In the first three Gold Mine expansions, we added 14 slot machines and nine gaming tables, improved the service offering (including the addition of an events stage) and increased the area by 190 sqm. These improvements led to an increase of 55% in EBITDA attributable to this Casino from 2021 to 2022. Through the fourth expansion, we plan to add 58 slot machines and seven gaming tables, to further improve the service offering with an incremental 41 parking lot spaces and increase the surface by 769 sqm.

Through the execution of our Gold Mine strategy, from January 1, 2010 to June 30, 2025, we have increased the number of slot machines in our premises in Latin America and Morocco by approximately 102% and the number of gaming tables by approximately 84%. With this strategy, we have also expanded the surface area, or fully renovated the premises, of 220 Casinos in these regions. Leveraging on this strategy, in the same period, we opened 138 new Casinos (including 114 through inorganic acquisitions and 24 projects where we organically designed and developed the new Casino).

Omnichannel strategy: Premised on the integration of multiple channels of customer engagement, thereby enhancing customer experience, brand loyalty, retention, higher customer lifetime value and ARPU, this strategy, underpinned by our technological capabilities, not only facilitates a consistent and cohesive brand interaction across various platforms but also leverages data-driven insights to optimize our offering and interactions with customers.

In recent years, we have successfully deployed our omnichannel growth strategy, particularly in online gaming in Spain. The success observed in Spain, where this approach has significantly boosted our online gaming business unit, underscores its effectiveness.

Furthermore, we have achieved revenue synergies through cross-selling as we have successfully encouraged many of our retail customers in Spain to also play through our online channels. For the last twelve months ended June 30, 2025, approximately 60% of Sportium's Spanish retail customers have an online account and, conversely, approximately 48% of

Sportium's online users have also transacted in our retail channel during the same period. We have also introduced a single wallet for our online and retail services allowing our customers to use their balance in all channels and immediately deposit or withdraw money. Through this product offering and cross-selling opportunity, we can offer our customers a seamless gaming experience between retail and online, while creating a strong brand that resonates across our customer base.

In addition, the introduction of online advertising restrictions in Spain made this omnichannel approach, our leading local brands and our extensive retail footprint more relevant. Advertising bans have also been imposed in other markets in which we operate, including Italy and the Dominican Republic. The remaining markets in which we operate allow for advertising under specific restrictions related to responsible gaming, which further underscores the potential and importance of our omnichannel strategy.

Financially, the success of our omnichannel strategy is highlighted by the superior ARPU generated by omnichannel customers compared to purely retail or online customers. For instance, according to management estimates, for the twelve months ended June 30, 2025, the ARPU generated by omnichannel customers was 4.3 times higher than the ARPU generated by purely online customers, indicating that an omnichannel customer provides four times as much value as a purely online customer. In addition, the net operating revenue contribution from our Online Gaming & Betting Business Unit has more than tripled from 7% in 2019 (on a pro forma basis to give effect to the acquisitions completed in 2019) to 22.9% for the twelve months ended June 30, 2025. Similarly, the EBITDA contribution of our Online Gaming & Betting Business Unit increased from €18.0 million in 2019 (on a pro forma basis to give effect to the acquisitions completed in 2019) to €111.0 million for the twelve months ended June 30, 2025. This represents a CAGR of approximately 32%.

M&A strategy: This strategy is premised on the identification of companies that can accelerate our corporate strategy, are profitable from the outset and align with our company's culture. M&A is an important pillar of our growth strategy and is deeply embedded in our DNA, accounting for approximately one-third of our historical growth based on our EBITDA in 2015 compared to 2024. We believe that we are well positioned to continue playing a key role in the consolidation of the highly fragmented markets where we operate, given our proven track record of disciplined accretive M&A transactions at attractive acquisition multiples (6.4x EV/EBITDA pre-synergies and 4.6x EV/EBITDA post-synergies), and integration capabilities. When evaluating a target, we conduct robust and detailed synergies and due diligence analyses, validated by the corresponding Business Unit or country manager. In addition, our ability to integrate targets under the Cirsa brand, optimize fixed costs and improve the target's B2C playing experience using our expertise, technological capabilities and best practices, are key drivers for creating synergies in our transactions. For each acquisition our experienced M&A team prepare and implement a detailed integration and synergy plan, conducting regular follow ups on synergies until 24 months after the closing of the relevant transaction.

We have made noteworthy, strategic and accretive acquisitions across different channels and regions. Our acquisition strategy has also included the establishment of joint ventures and partnerships. Our strong M&A track record, composed of over 135 majority interest transactions successfully executed and integrated from January 1, 2015 to June 30, 2025, has benefited from highly fragmented markets, which include a large number of regional and, generally, much smaller operators (i.e., we have a market share of approximately 26% in the slots market in Spain compared to the combined 21% market share of our top five competitors (*source: Company Industry Sources*)). These acquisitions are mostly bolt-on acquisitions of small local gaming operators and do not require substantial financial investments, which has allowed us to complete several transactions of this type over the years. In the period from January 1, 2015 to June 30, 2025, we invested an overall amount of €1.2 billion in M&A activities, of which over 135 majority interest transactions accounted for €1.1 billion while minority interest acquisitions accounted for €90 million. Our successful transactions during this period include:

- *Land-based*: Casino Win in Colombia (2024), Modena Giochi in Italy (2023), Casino Tanger in Morocco (2022), Habana in Spain (2021), Giga Games in Spain (2019) and Unidelca in Colombia (2010), among others.

- *Online gaming sector*: the recent acquisition of 68% of CasinoPortugal in Portugal (2024), 70% of Apuesta Total in Peru (2024), the acquisition of GanaBet (renamed Sportium) in Mexico (2023), the acquisition of a 60% stake in E-Play24 in Italy (2022) and the acquisition of the remaining 50% ownership interest in Sportium in Spain (2019).

- *Operational excellence & our data analytics and technology capabilities*: Our strategic growth vectors are supported by operational excellence initiatives and our capacity to leverage data analytics and technology to drive continuous revenue enhancement and cost management. Utilizing real-time data and advanced analytics allows us to reduce downtime and operational expenses, while maximizing profitability across our gaming operations. We have invested and intend to continue to invest in information technology solutions to enhance customer experience and value and improve revenues and margins.

We also use predictive monitoring tools such as AI driven data models like "SmartSlot" to:

- deliver superior performance and control,
- optimize product allocation and replacement time,
- increase returns on invested capital through segmentation and personalized offering, and
- gather real time information to evaluate occupancy rates by slot machine.

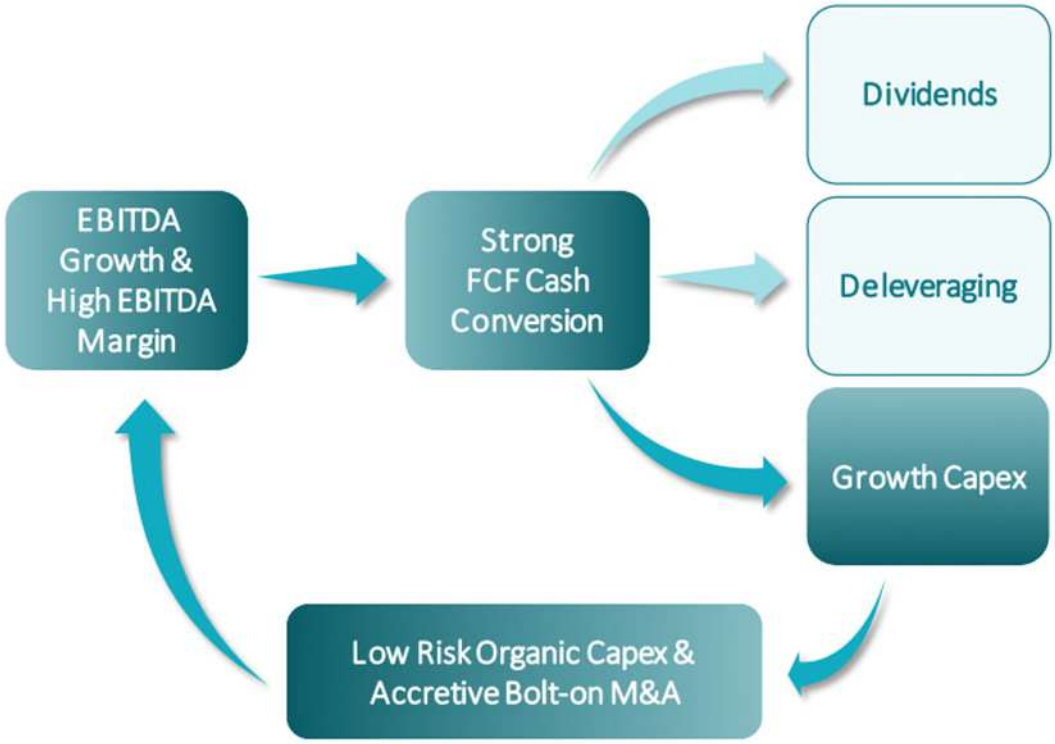
To further drive our revenue, we focus on customer relationship management to maximize customer value through our "Cirsa Winner Club" loyalty program, which had approximately 0.9 million customers voluntarily enrolled as of June 30, 2025. Our loyalty program rewards our customers through points, campaigns and exclusive promotions to play within our tables and slots. Our loyalty program also provides additional data regarding our customers. This is particularly effective to attract and retain customers given the recurrent communication with them, especially in those markets which prohibit unsolicited advertising.

Strong financial track record and cash flow generation.

We have maintained a longstanding track record of 47 years in the gaming and entertainment industry, marked by 68 consecutive quarters of reported EBITDA growth and reported EBITDA margin expansion (excluding the periods impacted by the COVID-19 pandemic with 54 consecutive quarters prior to the COVID-19 pandemic and 13 consecutive quarters thereafter).

Historically, we have consistently met the financial guidance we have issued to the bond markets. We have an established track record of 18 years of meeting or surpassing guidance targets. In June 2023, we provided an EBITDA guidance target of €615-€625 million for 2023. For the years ended December 31, 2023 and 2024 we generated €630 million and €699 million in EBITDA, respectively, surpassing the guidance target. Similarly, in June 2022, we provided an EBITDA guidance target of €520-€530 million. For the year ended December 31, 2022, we generated €552 million in EBITDA, exceeding the guidance target by €22-€32 million.

We have a proven robust history of organic cash generation allowing for a "Virtuous circle" of profitable growth. Our high EBITDA margins and growth allow us to have strong cash conversion, which in turn funds further growth capital expenditures (on low-risk organic capital expenditures and accretive bolt-on M&A), allowing for continued high EBITDA margins and growth. This self-funded growth will also enable us to continue deleveraging significantly, in line with the approach adopted in recent years.



Our net operating revenues increased from €820 million in 2005 to €1,760 million in 2019 (excluding our discontinued business in Argentina in 2018) and increased from €1,701.1 million in 2022 to €2,150.2 million in 2024 and to €2,272.9 million for the twelve months ended June 30, 2025, representing an increase by almost three times since 2005 (and by 26.0% from 2022 to 2024), achieved through different stages and measures: (i) initially through a new core strategy implemented by management from 2006 onwards, focusing on the most profitable regions and exiting a number of markets where the economics were unfavorable, such as Russia or Argentina; (ii) through the implementation of operating efficiencies to achieve recurring cost savings, such as optimizing slot machines and tax payments, improving personnel cost efficiency, optimizing commercial and technical services routes and renegotiating some lease agreements; (iii) through the successful completion of highly accretive M&A transactions, including through the achievement of synergies on integrated companies and the consequential geographical diversification that has helped mitigate the effects and pressures from inflation in certain countries and (iv) through the implementation of our omnichannel strategy, which has increased customer activity and ARPU and reduced churn rates and CAC.

On the costs side, we have implemented productivity programs across all our countries of operation and business units. As a result of these measures, our EBITDA margin increased from 9% in 2005 to 32.5% in 2024 and 32.1% for the twelve months ended June 30, 2025.

Furthermore, our business has historically generated strong cash flows which have contributed to steady and progressive deleveraging. Our OpFCF more than doubled from €209 million in 2018 (excluding our discontinued business in Argentina in 2018) (€408.0 million in 2022) to €507.8 million in 2024 and €545.9 million for the twelve months ended June 30, 2025, resulting in an increase in OpFCF Cash Conversion from 57% in 2018 (73.8% in 2022) to 72.6% in 2024 and 74.8% for the twelve months ended June 30, 2025. Free cash flow generation remains a strategic priority and we aim to continuously implement measures to manage capital expenditure to maximize cash flow and rigorously evaluate investments based on short payback periods. Through our cash generation capacity, we have been able to significantly deleverage the Group from a total net debt to EBITDA ratio of 4.0x as of December 31, 2018 (after the Group's acquisition by Blackstone) to 3.8x as of December 31, 2024, despite the multiple M&A transactions implemented during the period such as the acquisition of Sportium and E-Play24, among others. In addition, as a result of a €273.1 million equity contribution received by the Company and its subsidiaries further to the issuance of the PIK Notes (the proceeds of which were used to repay certain existing indebtedness of the Group) and ordinary course cash flow generation, the Group further deleveraged by 0.6x to a total net debt to EBITDA ratio of 3.2x as of June 30, 2025.

Highly experienced management team with proven track record.

Our organization is led by a seasoned and proficient management team with a proven track record in handling complex operations, developing innovative products both within and beyond the gaming industry and consistently meeting commitments even in challenging business environments. In April 2022, Mr. Antonio Hostench Feu assumed the role of Chief Executive Officer following the board's decision to separate the responsibilities of the Chief Executive Officer and the Chairman. Previously, Mr. Joaquim Agut Bonsfills had served as both our Chief Executive Officer and Chairman since 2006. Currently, Mr. Joaquim Agut Bonsfills serves as the Executive Chairman, overseeing corporate governance, leadership remuneration, and appointment committees. Meanwhile, Mr. Antonio Hostench Feu manages day-to-day operations, global growth strategy and our executive leadership team. The core members of our senior management team, including the Executive Chairman, Chief Executive Officer, Managing Directors, General Manager and Legal Director, have remained largely unchanged since the implementation of our core strategy in 2006. Collectively, they bring an average of approximately 18 years of experience in the gaming industry. Additionally, our workforce comprises over 15,500 full-time equivalent employees with deep local gaming expertise.

Our management team has a unique understanding of the gaming sector and the markets where we operate, demonstrated by 68 consecutive quarters of reported EBITDA growth, excluding the period impacted by the COVID-19 pandemic, and an increase in our EBITDA by ten times as calculated from our reported EBITDA of €71.0 million in 2005, when the current management took over and expanded our international presence, to an EBITDA of €699.3 million for the year ended December 31, 2024 and 730.0 million for the twelve months ended June 30, 2025, representing a CAGR of 12.8% for the 2005-2024 period, in each case including the results of the companies acquired in the respective periods. 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 qualified expertise to address the challenges that may arise in those markets.

In addition, our management team has a longstanding track record in successfully acquiring and integrating gaming operators, as well as effectively leading multiple debt offerings for the company, including 21 capital market debt issuances between 2004 and 2024, resulting in a total debt raised of €7.2 billion from such issuances.

Sustainability focused organization with market leading responsible gaming commitment.

Sustainability is fully integrated within our strategy, allowing us to be a driver of change and generate value for all our stakeholders. We are committed to reducing the environmental impact of our business, investing in local people and communities and upholding the highest responsible gaming and corporate governance standards.

We have implemented a robust environmental, social and governance ("*ESG*") framework which ranks first in Sustainalytics' Casino and Gaming universe out of 68 gaming companies rated by Sustainalytics and 14th globally in the consumer services industry out of 437 companies. Furthermore, we have also obtained an ESG score of 49/100 from S&P Global (where 100 is the best score possible and 0 the worst) out of the gaming industry average of 36/100, which means that the Company outperforms the gaming industry average and further underscores our efforts on continuous improvement in this area. We have also received third-party ESG certifications from the international certifying entity G4 (Global Gambling Guidance Group), COFAR (*Confederación Española de Empresarios del Juego*) and ECA (European Casino Association) in relation to responsible gaming and we are a member of the UN Global Compact. Finally, we follow GRI ESG Reporting Standards and we are actively preparing to align with the ESRS (*European Sustainability Reporting Standards*) to meet the requirements of the CSRD in 2025 (assuming its adoption by Spanish authorities).

Our approach to sustainability is underpinned by four key focus areas. The first is anchored on delivering a leading responsible gaming strategy, with a clear focus on preventing gaming addiction through assistance and guidance provided by our dedicated customer service. We are also leveraging innovative AI tools to predict, identify and prevent pathological gaming. In addition, we have developed a robust responsible gaming policy and since September 2022, our approximately 7,800 employees who directly engage with our gaming customers have attended approximately 19,000 training sessions focused on responsible gaming. Our responsible gaming approach is underpinned by several third-party certifications: for example, more than 15,500 of our third-party PoS (primarily bars) were certified by COFAR (Spanish gaming sector association) in responsible gaming during 2024 and validated by SGS (a leading testing, inspection and certification company) through sampling, bringing the total of establishments certified to approximately 95%. At the corporate level, we have obtained the Responsible Gaming certification by G4, becoming the first company to receive this accreditation in Spain and in the Latin American countries where we operate.

The second pillar of our ESG strategy is focused on minimizing our impact on the environment and supporting climate change initiatives more broadly. We are actively working towards transforming our Casinos and Gaming Halls into low impact and highly efficient buildings, while also reducing our energy and materials consumption. In 2024, we reduced our emissions per square meter associated with the purchase of electricity, steam, heat, or cooling ("*Scope 2 emissions*") by 30% compared to 2015 levels. Moreover, 66% of our 2024 electric energy consumption was based on renewable sources. We set an overarching goal to reduce our greenhouse gas emissions by 65% by 2030 (compared to 2022 levels) and aim to achieve 95% renewable energy consumption by 2030. Moreover, we intend to formally join the Science Based Targets Initiative (SBTi) in 2025.

The third pillar of our sustainability strategy is focused on social considerations, particularly as we endeavor to retain, develop and attract new talent. We have specifically developed a five pillar 'people policy' which focuses on equal opportunities, job security, health and safety, professional development and well-being. In 2022, 50% of our employees who hold key management positions in our Casinos and Gaming Halls were women and we have set the goal to further increase this percentage by 2030. We also support local communities and initiatives in the countries where we operate and work towards creating strong ties with all local stakeholders. For instance, 95% of our employees are local (i.e., national employees of the country in which they provide the service). Additionally, our tax payments significantly contribute to the development of the countries where we operate. In 2024 alone, our aggregated gaming and corporate tax payments amounted to €740.4 million.

The final pillar of our sustainability strategy emphasizes governance and regulatory compliance, which are hallmarks of our organization. Within this pillar, we are specifically focused on business ethics, compliance and employee conduct. Our business activities are designed to ensure that each employee complies with the current legislation in every location where we operate and in 2024, all our employees were trained in anti-corruption, money laundering and other regulatory and compliance policies in accordance with our annual training plans. We also have a cybersecurity program with three main objectives: preventing fraud, preventing data leaks and ensuring business continuity and recovery. The program has been in effect for the past 13 years and is continuously reviewed and evaluated by our in-house experts and external advisors. We are committed to ensuring that our gaming activities are conducted ethically and transparently, promoting responsible practices that safeguard fun and entertainment without compromising the safety of our customers or sustainability of the environment.

Our Strategies

Our core growth strategy is centered on market consolidation, sustainable and profitable expansion within existing locations through our Gold Mine strategy and expansion into new, attractive geographies. These strategic pillars are bolstered by initiatives aimed at enhancing efficiency and productivity, including through data driven decision making,

expanding digitally in core markets through our omnichannel approach and pursuing selective and accretive M&A transactions.



Strengthening our leadership position in Spain.

In Spain, we are the market leader in the Casinos and Gaming Halls, slots and online gaming and betting segments with a proven track record of organic and inorganic growth. Our solid market presence positions us as the preferred partner for smaller competitors and we have a proven history of successfully executing bolt-on acquisitions, integrating businesses and realizing synergies.

We remain dedicated to consolidating our position in the Spanish market segments where we operate.

Furthermore, to drive organic growth across our businesses, we closely monitor our operations, identifying successful locations that can be enhanced with additional gaming offerings or expanded by increasing the operational area. While controlling costs, we selectively implement marketing and commercial initiatives to stimulate customer demand with the aim of driving our financial performance.

Continue to improve performance of existing and future operations through our Gold Mine strategy in Latin America and Morocco.

Since 2005, we have significantly improved the performance of our existing Casinos through our Gold Mine strategy. This strategy consists of pursuing sustainable and profitable expansion in existing locations, with particular focus on markets with significant growth potential. We start by identifying assets within our existing portfolio that are situated in attractive locations and proceed to conduct significant improvements in these assets to optimize their performance and improve customer experience.

From 2010 to June 30, 2025, we applied the Gold Mine strategy in 220 Casinos, expanding our slots offering by 102% and our gaming tables offering by 84% in Latin America and Morocco. If a Casino continues to perform well, we may consider further expansion into adjacent premises, relocation to larger or more strategically located premises or the acquisition or construction of new premises. Looking ahead, we plan to continue implementing our successful Gold Mine strategy in a sustainable and profitable way, with a particular emphasis on locations in Latin America and Morocco. This approach reflects our ongoing commitment to growth and innovation within the Casino industry.

Expanding into new attractive geographies.

A key element of our strategy is expanding into adjacent geographies that present attractive growth opportunities and a clear path to capturing significant market share. By concentrating on neighboring countries, we can leverage our existing footprint, resources and capabilities, facilitating a smoother integration and increasing our chances of success. This strategy entails a data-driven approach, in which we thoroughly analyze the adjacent market's characteristics and potential. In addition to proximity, we prioritize countries with stable macroeconomic and regulatory environments, as well as promising growth dynamics that enhance their attractiveness. This strategic focus has been key to our successful expansions and will continue to guide our future growth initiatives.

When pursuing geographic expansions, we engage with local regulators in order to lay the foundations of healthy relationships with our supervisors and the local players, aiming to secure partnership agreements that facilitate market penetration. Additionally, we leverage our experience and presence in adjacent markets to ease our transition into new markets.

For instance, having previously operated in Costa Rica and the Dominican Republic, we also expanded into the online market of Puerto Rico at the beginning of 2024. Moreover, we have recently expanded into the Portuguese online market with the acquisition of CasinoPortugal. These expansions stand as prime examples of our strategic growth initiatives and have already begun to demonstrate their potential, further reinforcing our commitment to expand our footprint in promising markets. The Puerto Rican Casino segment is also a market we may consider for potential expansion in the future. Currently, we intend to prioritize expansion opportunities in other markets (such as the Bahamas, Chile, Jamaica and Uruguay) to better address our strategic and financial criteria and objectives, although, as of the date of this Offering Memorandum, we have not made any formal decision or specific plan in this respect. Any potential expansion into new markets will depend on several factors, including the attractiveness of the opportunities (which we are constantly monitoring) that may arise in the future. These markets have stable regulation that support the case for possible future expansion should an attractive opportunity present itself. In case of expansion, we believe that we are well positioned to successfully integrate these markets due to our deep know-how, regional contacts and operational proximity.

Other potential adjacent markets that we closely monitor include Brazil, which, considering our presence in several neighboring countries and our knowledge of the local competitive landscape and macroeconomic conditions, could eventually be considered a target market for expansion as it formally became a regulated market as of January 1, 2025. Nevertheless, the Brazilian market is currently stabilizing and most of its players still operate without licenses and, therefore, without the stricter KYC requirements and the higher structural costs of licensed operators. As such, it cannot yet be considered a fully regulated market.

Continue to focus on efficiency and productivity across all businesses and geographies, leveraging on data analytics and technology to improve strategic decisions and marketing measures.

By leveraging the extensive data collected from our operations and employing a data-driven approach, we are able to not only identify opportunities that enhance our operational efficiency and productivity but also further develop our CRM and marketing operations. Additionally, we continuously improve our Casinos and Gaming Halls' performance and customer satisfaction through leading retail best practices.

- *Operational efficiency and productivity:* we are deeply committed to enhancing the efficiency and productivity of our operations across all countries and business segments. Over the years, this strategy has allowed us to progressively expand our profit margins. For instance, our EBITDA margin increased from 9% in 2005 to 32.5% in 2024 and 32.1% for the twelve months ended June 30, 2025. We have accomplished such increase in margins through the application of a series of specific productivity programs that include:
    - *zero-based budgeting:* a budgeting method in which all expenses must be justified and analyzed for each new period from the ground up. This contrasts with traditional budgeting, that considers previous costs, expenses and budgets in the build-up of new budgets. This strategy allows for an efficient cost allocation and management;
    - *processes improvements:* by embedding data-driven principles at the core of our operations, we can monitor our products' performance. For instance, we use an in-house heat-map analysis tool to analyze performance of machines based on locations to optimize their productivity and establish optimal routes inside the Casino and Gaming Halls. This allows us to focus on the best performing slot machines and dispose the underperforming machines by analyzing their performance data under the Slot Replacement program. This data-centric approach facilitates a deeper understanding of customer behavior and market trends, enabling us to anticipate changes more effectively and respond appropriately, thereby driving sustained business growth and customer satisfaction; and
    - *sharing of best practices:* the best practices of each of our business units and countries are shared across all of our markets in order to improve productivity in the other business units and ensure the broad implementation of best practices across our operations. This includes our Academy program, entailing the hiring process and training of personnel, Responsible Gaming, ensuring compliance with all customer protective measures and Risk & Fraud Detection, in which we identify play sessions over the loss limit set up by Casinos and Gaming Halls and detect potential fraud or machines set-up errors.
- *CRM and marketing operations*: we will continue to develop and implement our proactive and customer-oriented marketing and sales approach in addition to our traditional product-oriented customer experience approach. Our approach is supported by in-house commercial IT tools and applications and includes targeted marketing (e.g., introductory and promotional bonuses to potential online customers) and network-oriented

data collection to identify, attract and retain specific clients and client profiles. For instance, inside our Casinos and Gaming Halls, we focus on customer value identification and management, regularly reviewing the gaming offering and layout and using a pricing strategy based on customer demand. We also employ CRM customer segmentation and technology to achieve our targets such as visits, frequency and value, and use opted-in customer loyalty and retention programs that enable us to send targeted advertising and marketing to improve customer visits and customer contribution. Our CRM strategy is aimed at attracting and retaining a large, resilient and loyal customer base.

Continue the deployment of our omnichannel and online strategy across our geographies as an important source of growth.

We deploy an omnichannel strategy that involves offering gaming and sports betting products across our physical PoS and online platform. By providing an integrated solution, customers can seamlessly engage with our platform through multiple channels. Our technological capabilities and data-driven approach enables us to develop deep customer insights and create tailored offerings. Leveraging our large retail network and sophisticated CRM tools, we can effectively cross-sell customers between channels, leading to improved customer engagement, retention, LTV (LifeTime Value, which estimates how much revenue a customer represents for a business over the life of that relationship), ARPU and brand loyalty, as well as optimized CAC. Furthermore, operating across multiple channels and having a diverse product offering supports the resilience of our business.

In recent years, we have successfully deployed our omnichannel strategy in Spain, which we intend to replicate in Latin America. By cross selling our products through both retail and online channels, we have observed a significant increase in online revenues and enhanced ARPU for omnichannel customers in Spain, underscoring its effectiveness. By replicating this strategy in Latin America, we aim to capitalize on these benefits, expanding our market reach and reinforcing our competitive edge. In Spain, this strategy has also allowed us to build an extensive retail footprint with high brand visibility in high traffic locations, becoming a strong and recognized brand in the country. This demonstrates that the omnichannel strategy is not only an effective financial strategy but also an effective marketing and investment strategy. Considering this, our objective is to build on our leading position in Latin America with this strategy, capitalizing on our established land-based footprint and the strong reputation of the Sportium brand, similar to Spain.

Key initiatives for implementing this strategy in Latin America—underpinned by our best practices developed in Spain—include:

- developing a large network of physical PoS to enhance brand awareness and drive customer growth, while minimizing marketing spend;
- introducing effective loyalty programs that are tailored to individuals' preferences and incentivize customers to use both channels (e.g., cash back for online / retail), leading to enhanced engagement, retention and ARPU;
- leveraging our in-depth knowledge of each market that we operate in to create differentiated products that satisfy the preferences of local customers;
- facilitating the transfer of customer funds from offline to online (and vice versa), such as the prizes pursuant to winner physical betting slips which allow customers to deposit or withdraw funds from their online betting accounts easily and instantly, creating a seamless omnichannel experience that supports increased activity;
- deploying a single-brand strategy led by Sportium, our internationally renowned sports betting brand, while utilizing acquired local brands that have strong brand recognition in their respective markets (for instance, Apuesta Total in Peru); and
- consistently evaluating the performance of individual PoS and closing underperforming locations to optimize profitability.

Recent examples of this strategy include setting up betting corners in Casinos in Colombia and working to establish an online presence in Puerto Rico, where our application to operate in the online business is under review by the regulator.

Make selective accretive acquisitions with rigor and focus.

Given the highly fragmented nature of the gaming industry in most of our markets, we are actively pursuing opportunities for consolidation.

We are a leading gaming company in Spain, Panama, Colombia, Costa Rica and the Dominican Republic, and a key player in Italy, Morocco and certain other Latin American countries, with an exceptional track-record of M&A

transactions and a broad presence in different geographies and market segments. From January 1, 2015 to June 30, 2025, we have executed and successfully integrated over 135 majority interest transactions, including 34 transactions in our Casinos Business Unit, resulting in the acquisition of 148 Casinos since 2015, having demonstrated a strong cash-on-cash return. In addition, we actively engage with local players, possess a deep know-how of the markets where we operate, have good relations with governmental bodies and have strong resources relative to other competitors. Additionally, being a leading player in our markets, we have the necessary scale to achieve economies of scale from our acquisitions and effectively achieve synergies. We believe that these factors make us the consolidator of choice in our markets and we are capable of successfully integrating our competitors.

Our M&A playbook is focused on both our existing markets, where we can leverage our operating experience (ranging from nine to 47 years of experience in these markets), and on opportunistic acquisitions in new geographies, maintaining both our price discipline and our strict "only regulated markets" policy when evaluating potential targets. In addition to price discipline, we add our rigorous due diligence methodology, combining internal knowledge and experienced advisors. By executing a well-defined synergies plan for our acquisitions, we have developed a strong track-record of achieving synergies and intend to continue this approach in future acquisitions. This plan entails implementing our best practice initiatives and enhance product offerings, as well as implementing cost optimization initiatives such as the periodical replacement of slot machines with best performing models and the timely removal of underperforming slots. Our strategy is based on our capacity to achieve economies of scale through the implementation of these best practice initiatives and our leading technological capabilities. Additionally, this strategy is supported by an experienced team fully dedicated to inorganic growth initiatives, who conduct regular follow ups on synergies until 24 months after the closing of the relevant transaction.

We have established a robust M&A framework, underpinned by an active pipeline, including a healthy number of targets in the various stages of maturity. Given our full M&A funnel, we prioritize the deals which have a better return for the Group, generating a steady stream of value-added opportunities. In each case, we adhere to our rigorous acquisition criteria, which has resulted in an average of 6.4x EV/EBITDA multiple pre-synergies (7.7x for online acquisitions) and 4.6x EV/EBITDA multiple post-synergies (5.5x for online acquisitions). From January 1, 2015 to June 30, 2025, we have executed and successfully integrated over 135 majority interest transactions which have resulted in an increase of 40% in the EBITDA of the acquired companies from January 1, 2015 to June 30, 2025. This increase is calculated by taking into account the EBITDA for the twelve months ended June 30, 2025 of each of the companies acquired before June 30, 2025, including the relevant synergies captured from such acquisitions, divided by the reported EBITDA of such acquired companies for the financial year prior to the acquisition by Cirsa, demonstrating our strong track-record in achieving synergies.

We intend to continue our successful and accretive M&A strategy, propelled by our strong M&A funnel in which we generally have more than 100 potential targets identified, both within our existing markets as well as in new markets. Of these identified targets, we typically have approximately 30 opportunities under preliminary contacts, a handful of opportunities under advanced discussions and four opportunities close to completion. We mainly focus on our existing markets namely the Latin American markets for our Casinos and Online Gaming & Betting Business Units and Spain for our slots business, however we continuously monitor potential opportunities in adjacent markets and would consider potential transactions should such opportunities meet our financial and strategic objectives and criteria.

Our M&A strategy complements our geographic and omnichannel strategies as we look for targets that allow us to increase cross-selling opportunities between land-based and online gaming, improve our technology and product offering and expand in the adjacent markets that we consider attractive and aligned with our strategy.

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

Cirsa IPO

On July 9, 2025, the Company successfully completed its initial public offering (the "*Cirsa IPO*") and its ordinary shares were admitted to trading on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges. The net proceeds from the Cirsa IPO were used by the Company (i) to redeem in full the Issuer's €285.0 million outstanding aggregate principal amount of 2028 Floating Rate Notes, together with payment of approximately €4.0 million in accrued and unpaid interest thereon, (ii) to repay certain borrowings made on or around June 20, 2025 under the Revolving Credit Facility in an amount of €60.0 million in order to pay a portion of the deferred consideration for the acquisition of Apuesta Total and (iii) for general corporate purposes. See "*Capitalization*." As a result of the Cirsa IPO, as of the date of this Offering Memorandum,

18.0% of the ordinary shares of the Company are publicly held on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges. See "—*Shareholders*" and "—*Summary Corporate and Financing Structure*."

Shareholders

The Issuer is a wholly owned subsidiary of the Company. As a result of the Cirsa IPO, the Company is a publicly listed company on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges. As of the date of this Offering Memorandum, a holding company controlled by Blackstone is the principal shareholder of the Company. The ownership of the Company's equity is as follows: 78.4% of the ordinary shares of the Company are beneficially owned by Blackstone, 3.6% are beneficially owned by certain members of the Group's management team and 18.0% are publicly held on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges.

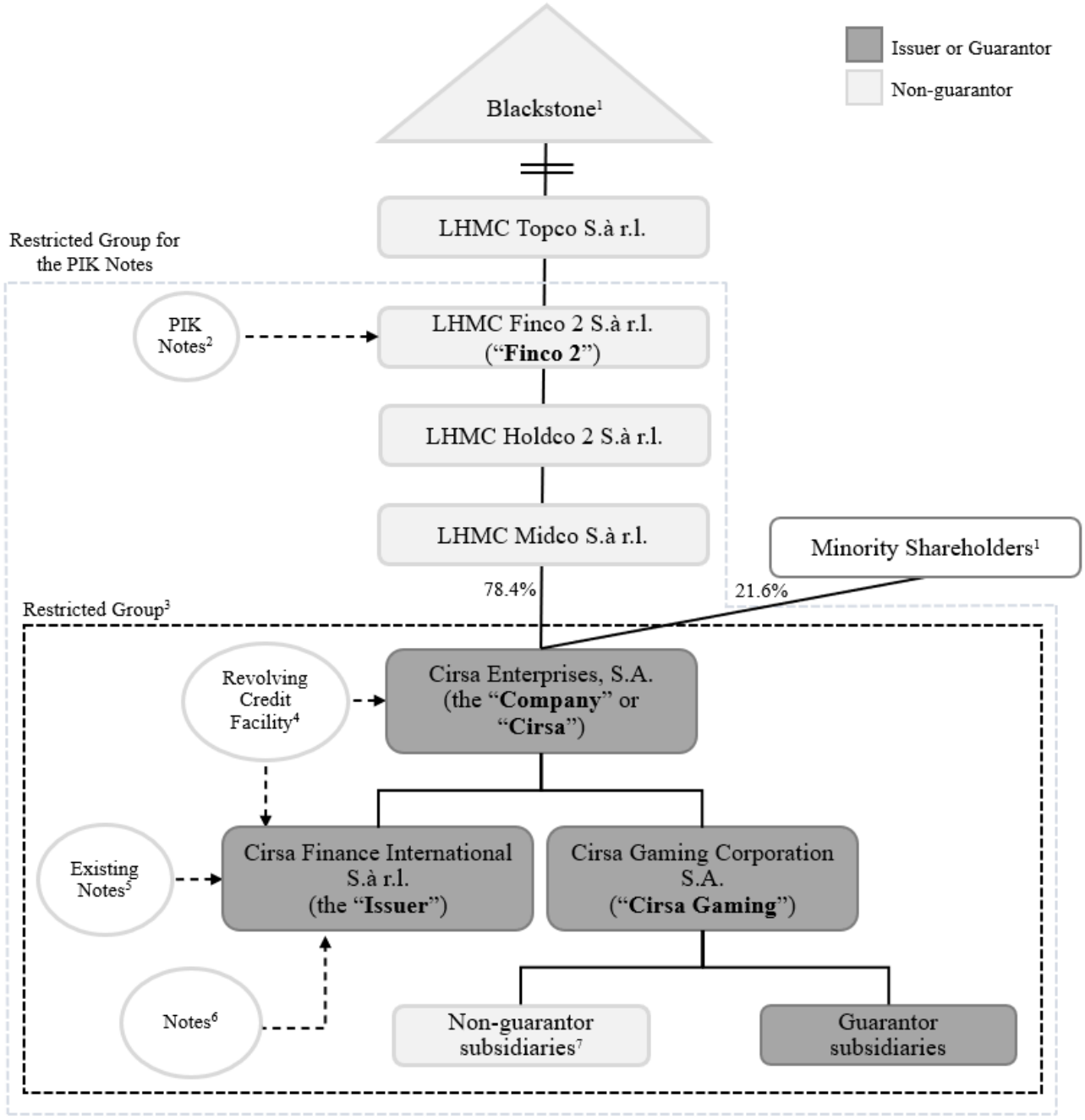
Blackstone Inc. (NYSE: BX) is one of the world's leading investment firms. Blackstone's alternative asset management businesses include investment vehicles focused on private equity, real estate, public debt and equity, non-investment grade credit, real assets and secondary funds, all on a global basis.

Through its different investment businesses, as of June 30, 2025, Blackstone had $1.2 trillion in total assets under management. This is comprised of $388.9 billion in private equity funds, $325.0 billion in real estate funds, $90.0 billion in multi-asset investing and $407.3 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 Cirsa IPO and 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. As a result of the Cirsa IPO, the Company is a publicly listed company on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges. As of the date of this Offering Memorandum, a holding company controlled by Blackstone is the principal shareholder of the Company. The ownership of the Company's equity is as follows: 78.4% of the ordinary shares of the Company are beneficially owned by Blackstone, 3.6% are beneficially owned by certain members of the Group's management team and 18.0% are publicly held on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges.

(2) The PIK Notes comprise 8.625%/9.375% senior secured PIK toggle notes due 2030 issued by Finco 2, an indirect holding company controlled by Blackstone, pursuant to the PIK Indenture. As of June 30, 2025, the outstanding amount of the PIK Notes was €600,000,000. While the Company and its subsidiaries (including the Issuer) are not parties to the PIK Indenture and have not provided any guarantees, security or undertakings to comply with the terms of the PIK Indenture, the Company and its subsdiaries have an obligation to comply with the restrictions in the PIK Indenture so long as Finco 2, directly or indirectly, has the right to appoint a majority of the directors of the Company. As of the date of this Offering

Memorandum, Finco 2 is a controlling shareholder of the Company and has appointed two proprietary directors to the Board of Directors of the Company, with the right to appoint a majority of the directors of the Company. See "*Risk Factors—Risks Related to the Notes, the Guarantees and the Collateral—We are subject to restrictive covenants under our Revolving Credit Facility Agreement, the 2023 Indenture and the PIK Indenture, and will be subject to restrictive covenants under the Indenture, which could impair our ability to run our business*."

(3) The entities in the "Restricted Group" are subject to the covenants in the Indenture, the 2023 Indenture, the PIK Indenture and the Revolving Credit Facility Agreement. As of the Issue Date, all of the Company's subsidiaries are restricted subsidiaries.

(4) The Group entered into the Revolving Credit Facility Agreement on June 22, 2018, which was last amended and restated on November 6, 2024 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, 2029, subject to a "springing" maturity mechanism such that, if, with respect to each of the 2028 Fixed Rate Notes and the 2029 Notes, more than €250.0 million of any such series of Existing Notes remains outstanding as of the date that is three months and three business days prior to the maturity date of such series of Existing Notes, then the Revolving Credit Facility shall mature on the date that is three months prior to the upcoming maturity date for such series of Existing Notes. The Revolving Credit Facility may be used for financing or refinancing general corporate purposes and/ or working capital purposes of the Group. The Company and the Issuer are the original borrowers 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). See "*Description of Other Indebtedness—Revolving Credit Facility*." The Revolving Credit Facility may be used from time to time for financing or refinancing the general corporate purposes and/or working capital purposes of the Group. On June 20, 2025, in order to pay a portion of the deferred consideration for the acquisition of Apuesta Total, the Group borrowed an amount of €60.0 million under the Revolving Credit Facility, which was repaid with the proceeds of the Cirsa IPO on July 21, 2025. As of the Issue Date, the Revolving Credit Facility is expected to remain undrawn.

(5) Refers to the 2028 Fixed Rate Notes and the 2029 Notes. The 2028 Fixed Rate Notes comprise €375,000,000 aggregate principal amount of 7.875% senior secured notes due 2028 issued on July 19, 2023 and the 2029 Notes comprise €450,000,000 aggregate principal amount of 6.500% senior secured notes due 2029 issued on February 13, 2024, in each case, pursuant to the 2023 Indenture.

(6) The 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 and the Existing Notes. Subject to the Agreed Security Principles, on or about the Issue Date, the 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 and the Existing 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 June 30, 2025, the Guarantors represented 31.1% of the Group's revenue, 43.5% of the Group's EBITDA (excluding the negative EBITDA of the Company and certain other subsidiaries) and 32.5% of the Group's total assets (excluding goodwill assets). Within 120 days of the Issue Date, the Notes and the Guarantees with respect to the 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 Issuer, Cirsa Gaming, 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 S.p.A., Sportium Apuestas Digital, S.A.U., Barna Center, S.A.U., Eleval Electrónicos Valencia, S.A.U. and Miky S.L.U., (ii) material long-term intra-group receivables of the Issuer (including receivables of the Issuer in respect of the 2028 Fixed Rate Notes Proceeds Loans, the 2029 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 Notes and the Existing 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 Notes, the Guarantees and the Collateral*," "*Description of Other Indebtedness—Intercreditor Agreement*," and "*Description of the Notes—Security*."

(7) As of June 30, 2025, after giving effect to the Cirsa IPO and the Refinancing Transactions, the Company's subsidiaries that will not guarantee the Notes would have had €235.4 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 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 (*société à responsabilité limitée*) 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 (*Registre de Commerce et des Sociétés à Luxembourg*) under number B224669.
Notes:	€575,000,000 aggregate principal amount of 4.875% Senior Secured Notes due 2031. €425,000,000 aggregate principal amount of Floating Rate Senior Secured Notes due 2032.
Fixed Rate Notes Coupon:	4.875%.
Floating Rate Notes Coupon:	Three-month EURIBOR plus 300 basis points per year, reset quarterly.
Issue Date:	October 28, 2025.
Fixed Rate Notes Issue Price:	100.000% plus accrued and unpaid interest, if any, from the Issue Date.
Floating Rate Notes Issue Price:	100.000% plus accrued and unpaid interest, if any, from the Issue Date.
Fixed Rate Notes Maturity Date:	October 15, 2031.
Floating Rate Notes Maturity Date:	October 15, 2032.
Fixed Rate Notes Interest Payment Dates:	Semi-annually in arrear on each May 15 and November 15, commencing on May 15, 2026. Interest will accrue from the Issue Date.
Floating Rate Notes Interest Payment Dates:	Quarterly in arrear on each March 15, June 15, September 15 and December 15, commencing on December 15, 2025. Interest will accrue from the Issue Date.
Denomination:	The Issuer will issue the 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 Notes:	The 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 Notes, including indebtedness incurred under the Revolving Credit Facility, the Existing 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 Notes; • be effectively subordinated to the Issuer's existing and future obligations that are secured by property or assets that do not secure the 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 Notes and the Existing 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 Fixed Rate Notes and the 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 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 Gaming Group Guarantors incorporated in Spain will be limited to the value of the Existing Notes and the Notes (and any additional Notes) so long as they do not infringe Spanish financial assistance laws, 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 the Cirsa Gaming Group Guarantors incorporated in Spain may also apply to the Cirsa Gaming Group Guarantors that are not incorporated in Spain. The Indenture limits all security over the Collateral granted by the subsidiaries of Cirsa Gaming incorporated in Spain (and such limitation may be applicable to all Guarantees of the Cirsa Gaming Group Guarantors not incorporated in Spain) to the above-mentioned limitations. See "*Risk Factors—Risks Related to the Notes, the Guarantees and the Collateral—The Collateral may not be sufficient to secure the obligations under the 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 June 30, 2025, the Guarantors represented 31.1% of the Group's revenue, 43.5% of the Group's EBITDA (excluding the negative EBITDA of the Company and certain other subsidiaries) and 32.5% of the Group's total assets (excluding goodwill assets).

As at June 30, 2025, after giving effect to the Cirsa IPO and the Refinancing Transactions, the Company's subsidiaries that will not guarantee the Notes would have had €235.4 million of indebtedness outstanding.

See "*Risk Factors—Risks Related to the Notes, the Guarantees and the*

Collateral."

Ranking of the Guarantees:..... Each Guarantee of the 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 Existing 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 Notes and the Existing 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 Issuer, Cirsa Gaming, 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 S.p.A., Sportium Apuestas Digital, S.A.U., Barna Center, S.A.U., Eleval Electrónicos Valencia, S.A.U. and Miky S.L.U.;

- material long-term intra-group receivables of the Issuer (including receivables of the Issuer in respect of the 2028 Fixed Rate Notes Proceeds Loan, the 2029 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 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 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 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 Gaming incorporated in Spain will be limited to the value of the Existing Notes and the Notes (and any additional Notes) so long as they do not infringe Spanish financial assistance laws, and that Collateral 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 (*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 the Collateral granted by the subsidiaries of Cirsa Gaming incorporated in Spain may also apply to subsidiaries of Cirsa Gaming not incorporated in Spain. The Indenture will limit all security over the Collateral granted by the subsidiaries of Cirsa Gaming incorporated in Spain (and such limitation may be applicable to all security over the Collateral granted by the subsidiaries of Cirsa Gaming not incorporated in Spain) to the abovementioned limitations. See "*Risk Factors—Risks Related to the Notes, the Guarantees and the Collateral—The Collateral may not be sufficient to secure the obligations under the 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 Notes and the Existing 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 Notes will be issued pursuant to an Indenture to be dated the 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 Note by accepting a Note will be deemed to have agreed to, and be bound by, the terms of the Intercreditor Agreement. The Indenture will be subject to the terms of the Intercreditor Agreement, and the rights and benefits of the holders of the Notes will be limited accordingly and subject to the terms of the Intercreditor Agreement. See "*Description of Other Indebtedness—Intercreditor Agreement*."

Optional Redemption:

Fixed Rate Notes: ..... The Issuer may redeem all or part of the Fixed Rate Notes at any time on or after October 28, 2027 at the applicable redemption prices as described under "*Description of the Notes—Optional Redemption—Optional Redemption of the Fixed Rate Notes*." At any time prior to October 28, 2027 the Issuer may redeem all or part of the Fixed Rate Notes at a redemption price equal to 100% of the principal amount of the Fixed Rate Notes, plus accrued and unpaid interest and additional amounts, if any, plus the relevant "make-whole" premium applicable to the Fixed Rate Notes, as described under "*Description of the Notes—Optional Redemption—Optional Redemption of the Fixed Rate Notes*."

At any time prior to October 28, 2027, the Issuer may redeem up to 40% of the aggregate principal amount of the Fixed Rate Notes (including additional Fixed Rate Notes) with the net cash proceeds from certain equity offerings at a redemption price equal to 104.875% 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 Fixed Rate Notes originally issued on the Issue Date (excluding the principal amount of any additional Fixed Rate Notes) remain outstanding immediately thereafter (unless all such Fixed Rate Notes are redeemed substantially concurrently).

At any time prior to October 28, 2027, 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 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 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 Fixed Rate Notes*."

Floating Rate Notes: ..... The Issuer may redeem all or part of the Floating Rate Notes at any time on or after October 28, 2026 at the applicable redemption price as described under "*Description of the Notes—Optional Redemption—Optional Redemption of the Floating Rate Notes*." At any time prior to October 28, 2026 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 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 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 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 Notes of such series, the Issuer may redeem the 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*."

Change of Control: ..... Upon the occurrence of certain events constituting a "change of control," the Issuer is required to offer to repurchase all outstanding 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, will restrict 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 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, together with cash on balance sheet, to (i) redeem the entire outstanding amount of the 10.375% 2027 Notes and pay the redemption premium, together with accrued and unpaid interest thereon on November 10, 2025 (the "*10.375% 2027 Notes Redemption*"), (ii) redeem the entire outstanding amount of the 4.500% 2027 Notes, together with accrued and unpaid interest thereon on the Issue Date and (iii) pay fees and expenses associated with the Offering. The amount of proceeds required for the 10.375% 2027 Notes Redemption shall be held in an interest-bearing segregated bank account until such proceeds are applied to redeem the 10.375% 2027 Notes on November 10, 2025. See "*Use of Proceeds*."

Transfer Restrictions: ..... The 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 "*Transfer Restrictions*." The Issuer has not agreed to, or otherwise undertaken to, register

	the Notes in the United States (including by way of an exchange offer).
Listing:	Although application has been made for the listing of the Notes on the Official List of the Luxembourg Stock Exchange and the admission of the Notes for trading on the Euro MTF Market, there can be no assurances that the Notes will remain listed on the Official List of the Luxembourg Stock Exchange.
Governing Law for the 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.
Fixed Rate Notes ISIN:	Regulation S: XS3209437014 and Rule 144A: XS3209437790.
Fixed Rate Notes Common Code:	Regulation S: 320943701 and Rule 144A: 320943779.
Floating Rate Notes ISIN:	Regulation S: XS3209438418 and Rule 144A: XS3209438178.
Floating Rate Notes Common Code: .	Regulation S: 320943841 and Rule 144A: 320943817.

Investing in the Notes involves substantial risks. See "*Risk Factors*" for a description of certain risks you should carefully consider before investing in the 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 six months ended June 30, 2025 (the "*Interim Condensed Consolidated Financial Statements*") and the Company's special purpose consolidated financial statements as of and for the years ended December 31, 2022, 2023 and 2024 (the "*Special Purpose Consolidated Financial Statements*"), in each case, prepared in accordance with IFRS as adopted by the European Union. The Company's Special Purpose Consolidated Financial Statements have been audited by Ernst & Young S.L. Their auditors' report thereon is included elsewhere in this Offering Memorandum. We present our Interim Condensed Consolidated Financial Statements and our Special Purpose Consolidated Financial Statements in euro.

Unless otherwise indicated, the summary unaudited consolidated financial information as of and for the six months ended June 30, 2024 and 2025 below is derived and extracted from the Interim Condensed Consolidated Financial Statements, including related notes thereto; the summary audited consolidated financial information as of and for the years ended December 31, 2022, 2023 and 2024 below is derived and extracted from the Special Purpose Consolidated Financial Statements, including the related notes thereto. The Company has retrospectively corrected an error identified in the Special Purpose Consolidated Financial Statements in the initial recognition, according to IFRS 3, of the business combination of Cirsa Gaming that took place on July 3, 2018, which results in an increase in the line items Goodwill and Shareholders' equity. In addition, the impact of currency translation differences regarding Goodwill amounts denominated in foreign currencies in respect of business combinations accounted in prior years has been retrospectively corrected, impacting the line items Goodwill and Currency translation differences.

Presentation of financial information in accordance with IFRS requires the Company's management to make various estimates and assumptions which may impact the values shown in the Interim Condensed Consolidated Financial Statements and the Special Purpose Consolidated Financial Statements and the respective notes thereto. The actual values may differ from such assumptions. The summary financial data and other data should be reviewed together with, the Interim Condensed Consolidated Financial Statements and the Special Purpose Consolidated Financial Statements, including the related notes thereto. The Interim Condensed Consolidated Financial Statements and the Special Purpose Consolidated Financial Statements are included elsewhere in this Offering Memorandum.

Prior to January 1, 2023, we were organized into six Business Units: Slots, Casinos, Bingo, B2B (Business to Business), Online Gaming & Betting and Structure. From January 1, 2023, in an effort to reduce the number of our Business Units, make them more homogenous and ease the comparability of our results and financial information, we changed the segmentation of our Business Units in our financial statements. In light of this and considering the material differences in tax regimes and regulations applicable to each relevant geography, we split the Slots Italy Business Unit from the Slots Spain Business Unit. Accordingly, from January 1, 2023, we have five Business Units which are as follows: Casinos, Slots Spain, Online Gaming & Betting, Slots Italy and Structure. See also "*Presentation of Financial and Other Information*," "*Operating and Financial Review and Prospects—Business Unit Reporting*" and "*Business—Overview*." In implementing these changes, our special purpose consolidated financial statements as of and for the years ended December 31, 2024 and 2023 have been prepared on the basis of the new Business Units and comparative results as of and for the year ended December 31, 2022 have been restated. Our unaudited interim consolidated financial statements as of and for the six months ended June 30, 2025 have been prepared on the basis of the new Business Units.

Further, we have presented certain unaudited information for the twelve months ended June 30, 2025. The information for the twelve months ended June 30, 2025 has been derived by subtracting our results of operations data for the six months ended June 30, 2024 from our results of operations data derived from the special purpose consolidated financial statements for the year ended December 31, 2024 and adding our results of operations data for the six months ended June 30, 2025 (in each case, prepared on the basis of the new Business Units).

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 EBIT, EBITDA, EBITDA Margin, Capital Expenditures, Operating Free Cash Flow ("*OpFCF*"), Financial Operating Cash Flow ("*FOCF*"), Financial Cash Flow ("*FCF*"), OpFCF Cash Conversion, FOCF 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 unaudited Adjusted Total Net Debt and Adjusted Net Interest Expense presented below provides data on an "as adjusted" basis to give effect to the the Cirsa IPO and the Refinancing Transactions and the application of the proceeds therefrom as described in "*Use of Proceeds*." The unaudited as adjusted financial data has been prepared for informational purposes only and does not purport to represent what our actual financial position or cash interest expense would have been had the Cirsa IPO and the Refinancing Transactions occurred on July 1, 2024, nor does it purport to represent our cash interest expense or actual financial position at any future date.

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*," the Interim Condensed Consolidated Financial Statements and the Special Purpose Consolidated Financial Statements included elsewhere in this Offering Memorandum. See also "*Presentation of Financial and Other Information*."

Historical Financial Information

	For the year ended December 31,			For the six months ended June 30,	
(in € millions)	**2022**	**2023**	**2024**	**2024**	**2025**
	(audited)	*(audited)*	*(audited)*	*(unaudited)*	*(unaudited)*
Summary Profit and Loss Account Information:					
Operating revenues	**2,038.9**	**2,396.7**	**2,563.9**	**1,240.5**	**1,369.0**
Variable rent and other[(1)]	(337.8)	(405.7)	(413.7)	(207.8)	(213.6)
Net operating revenues	**1,701.1**	**1,991.0**	**2,150.2**	**1,032.7**	**1,155.4**
Consumption	(43.8)	(57.7)	(56.2)	(25.7)	(31.1)
Personnel	(278.8)	(317.6)	(338.4)	(161.9)	(177.9)
Gaming taxes	(504.6)	(599.2)	(617.9)	(308.4)	(333.3)
External supplies and services	(321.4)	(386.3)	(438.3)	(201.7)	(247.5)
Depreciation, amortization and impairment	(297.8)	(315.9)	(360.2)	(165.5)	(182.5)
Changes in trade provisions	(4.8)	(2.6)	(5.7)	(1.3)	(0.4)
Financial results[(2)]	(140.0)	(174.8)	(215.1)	(103.5)	(111.2)
Loss/(Profit) on investment in associates	2.1	4.9	7.1	3.0	3.7
Foreign exchange results	2.2	1.6	(9.7)	(2.7)	10.0
Results on sale of non-current assets	(5.0)	(4.3)	(4.8)	(1.0)	(0.6)
Profit before tax	**109.2**	**139.1**	**111.0**	**63.1**	**84.5**
Income tax	(29.6)	(27.1)	(66.6)	(21.1)	(33.3)
Minority interest	(23.0)	(32.0)	(31.7)	(15.6)	(22.9)
Net profit/(loss) for the period	**56.6**	**80.0**	**12.6**	**26.4**	**28.4**

	As of December 31,			As of June 30,
(in € millions)	**2022**	**2023**	**2024**	**2025**
	(audited)	*(audited)*	*(audited)*	*(unaudited)*
Summary Balance Sheet Information:				
Cash and cash equivalents	213.4	251.2	256.1	283.5
Total assets[(3)]	3,341.1	3,566.5	3,741.6	3,672.4
Total debt[(4)]	2,484.4	2,499.0	2,894.1	2,616.2
Total net debt[(5)]	2,271.0	2,247.9	2,638.0	2,332.7
Total shareholders' equity[(3)]	294.9	427.0	202.7	376.5

	For the year ended December 31,			For the six months ended June 30,	
(in € millions)	**2022**	**2023**	**2024**	**2024**	**2025**
	(audited)	*(audited)*	*(audited)*	*(unaudited)*	*(unaudited)*
Summary Consolidated Statement of Cash Flows:					
Net cash flows from operating activities	513.7	544.4	607.4	270.4	344.5
Net cash flows used in investing activities	(219.3)	(224.2)	(286.2)	(138.6)	(236.5)
Net cash flows from/(used in) financing activities	(361.7)	(283.7)	(315.0)	(135.8)	(75.2)

Non-IFRS Measures

	As of and for the year ended December 31,			As of and for the six months ended June 30,	
(in € millions, unless indicated otherwise)	**2022**	**2023**	**2024**	**2024**	**2025**
	(*unaudited*)	(*unaudited*)	(*unaudited*)	*(unaudited)*	*(unaudited)*
Other Financial Information:					
EBIT[(6)]	249.9	311.7	333.4	167.2	182.6
EBITDA[(6)]	552.5	630.1	699.3	335.0	365.6

(in € millions, unless indicated otherwise)	As of and for the year ended December 31,			As of and for the six months ended June 30,	
	2022	2023	2024	2024	2025
	(*unaudited*)	(*unaudited*)	(*unaudited*)	(*unaudited*)	(*unaudited*)
EBITDA Margin[7]	32.5%	31.6%	32.5%	32.4%	31.6%
Capital Expenditures[8]	(144.5)	(166.7)	(191.5)	(103.0)	(95.6)
Financial Cash Flows:					
OpFCF[9]	408.0	463.4	507.8	232.0	270.0
FOCF[9]	305.8	309.9	336.7	128.6	207.0
FCF[9]	183.3	167.0	148.3	35.8	113.8
OpFCF Cash Conversion[9]	73.8%	73.5%	72.6%	69.3%	73.9%
FOCF Cash Conversion[9]	55.3%	49.2%	48.1%	38.4%	56.6%

	As of June 30, 2025										
Certain Operating Information (number of units)	**Spain**	**Panama**	**Colombia**	**Mexico**	**Italy**	**Costa Rica**	**Puerto Rico**	**Dominican Republic**	**Peru**	**Morocco**	**Total**
Slot machines(*)	40,569	8,241	7,920	7,348	15,149	824	50	898	4,119	417	85,535
Tables	49	20	255	158	—	20	—	63	36	47	648
Casinos & Gaming Halls(**)	273	36	78	30	12	7	—	6	19	3	464
Betting Points	1,873	40	89	—	—	—	33	2	395	—	2,432

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

(**) Casinos & Gaming Halls include the 12 Gaming Halls we operate in Italy, which are reported under our Slots Italy Business Unit.

(in € millions, unless indicated otherwise)	As of and for the twelve months ended June 30, 2025
	(*unaudited*)
Other Financial Information:	
EBITDA[6]	729.9
EBITDA Margin[7]	32.1%
Capital Expenditures[8]	(184.0)
Adjusted Financial Information:	
Adjusted Cash and Cash Equivalents[10]	282.5
Adjusted Total Debt[11]	2,263.1
Adjusted Total Net Debt[12]	1,980.6
Adjusted Net Interest Expense[13]	149.4
Ratio of Adjusted Total Net Debt to EBITDA	2.7x
Ratio of EBITDA to Adjusted Net Interest Expense	4.9x

(1) As a result of a change in the name of the line item, this line item changed from "Variable rent" payments to "Variable rent and other" payments only in respect of the years ended December 31, 2023 and 2024 and the six months ended June 30, 2024 and 2025. This line item remains as "Variable rent" payments in respect of the year ended December 31, 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 Online 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).

(2) Financial results comprises finance income less finance costs and expenses (which includes finance lease expenses and change in financial provisions).

(3) Total assets and Total shareholders' equity as of December 31, 2022 and 2023 have been restated in our Special Purpose Consolidated Financial Statements as a consequence of an error identified in the Special Purpose Consolidated Financial Statements in the initial recognition, according to IFRS 3, of the business combination of Cirsa Gaming that took place on July 3, 2018, which results in an increase in the line items Goodwill and Shareholders' equity. In addition, the impact of currency translation differences regarding Goodwill amounts denominated in foreign currencies in respect of business combinations accounted in prior years has been retrospectively corrected, impacting the line items Goodwill and Currency translation differences.

(4) Total debt of €2,616.2 million as of June 30, 2025 was comprised of (i) bank debt of €103.5 million recorded under "Bank borrowings" as non-current liabilities and current liabilities (excluding finance lease obligations), (ii) €2,118.1 million recorded under "Corporate notes" as non-current liabilities and current liabilities, representing €997.5 million of the 2027 Notes, €660.0 million of the 2028 Notes, €450.0 million of the 2029 Notes and €33.9 million of accrued and unpaid interest on the 2027 Notes, the 2028 Notes and the 2029 Notes, net of aggregate capitalized financing costs of €23.3 million, (iii) capitalization of operating leases of €263.4 million recorded under "Finance lease liabilities" as non-current liabilities and current liabilities and (iv) other third-party indebtedness, representing finance lease obligations of €1.6 million recorded under "Bank borrowings" as non-current liabilities and current liabilities and deferred payments related to the acquisition of companies of €129.6 million recorded under "Other" and "Common transactions" as non-current liabilities and current liabilities.

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

(6) EBIT represents profit/(loss) before tax, profit/(loss) on the sale of non-current assets, financial results and loss/(Profit) on investment in associates. EBITDA represents EBIT plus depreciation, amortization and impairment. We believe that it is widely accepted that EBIT and EBITDA provide useful information regarding our ability to service and incur indebtedness and our performance and profitability and our management uses them to establish operational and strategic objectives. EBIT and EBITDA provide us with measures of operational performance across time on a consistent basis as they remove the impact of our capital structure (primarily interest charges on our bank borrowings) and asset base (primarily depreciation and amortization) from our operating results. EBIT and EBITDA 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 EBIT and EBITDA do not necessarily indicate whether cash flow will be sufficient or available for cash requirements. EBIT and EBITDA may not be indicative of our historical operating results and they are not meant to be predictive of potential future

results. Because all companies do not calculate EBIT and 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 EBIT and EBITDA for the periods presented:

	For the year ended December 31,			For the six months ended June 30,		For the twelve months ended June 30,
(in € millions)	**2022**	**2023**	**2024**	**2024**	**2025**	**2025**
	(audited)	*(audited)*	*(audited)*	*(unaudited)*	*(unaudited)*	*(unaudited)*
Profit/(loss) before tax	109.2	139.1	111.0	63.1	84.5	132.4
Loss/(profit) on sale of non-current assets	5.0	4.3	4.8	1.0	0.6	4.4
Loss/(Profit) on investment in associates	(2.1)	(4.9)	(7.1)	(3.0)	(3.7)	(7.8)
Foreign exchange results	(2.2)	(1.6)	9.7	2.7	(10.0)	(3.0)
Financial results[(a)]	140.0	174.8	215.1	103.5	111.2	222.8
EBIT	**249.9**	**311.7**	**333.4**	**167.2**	**182.6**	**348.8**
Depreciation, amortization and impairment[(b)]	302.6	318.5	365.9	167.8	183.0	381.1
EBITDA	**552.5**	**630.1**	**699.3**	**335.0**	**365.6**	**729.9**

(a) Financial results comprises finance income less finance costs and expenses (which includes finance lease expenses and change in financial provisions).

(b) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

(7) EBITDA Margin represents EBITDA as a percentage of our net operating revenue.

(8) 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." Capital Expenditures is an indicator used by management to measure the expenditure on property, plant and equipment and intangibles.

(9) Our financial cash flow definitions exclude any cash invested in or generated from M&A activity during the relevant period. We define OpFCF as EBITDA less Capital Expenditures. We define FOCF as the total of OpFCF, variations in working capital and other, income taxes paid and lease principal payments. We define FCF as FOCF less interest paid on financial debt. We define OpFCF Cash Conversion as OpFCF, expressed as a percentage of our EBITDA. We define FOCF Cash Conversion as FOCF, expressed as a percentage of our EBITDA. We use OpFCF, FOCF, FCF, OpFCF Cash Conversion and FOCF Cash Conversion to assess our cash generation capacity. OpFCF, FOCF, FCF, OpFCF Cash Conversion and FOCF 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 OpFCF, FOCF, FCF, OpFCF Cash Conversion and FOCF Cash Conversion do not necessarily indicate whether cash flow will be sufficient or available for cash requirements. OpFCF, FOCF, FCF, OpFCF Cash Conversion and FOCF 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 OpFCF, FOCF, FCF, OpFCF Cash Conversion and FOCF 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 OpFCF, OpFCF to FOCF and FOCF to FCF, and the calculation of OpFCF Cash Conversion and FOCF Cash Conversion for the periods presented. The table below includes amounts the figure of other investing activities (including M&A), dividends, share premium refund and others which are not included in the definitions but are included for illustrative purposes. For a reconciliation of EBITDA to our Profit/(loss) before tax for the relevant periods, refer to footnote (6) above.

	For the year ended December 31,			For the six months ended June 30,	
(in € millions)	**2022**	**2023**	**2024**	**2024**	**2025**
	(audited)	*(audited)*	*(audited)*	*(unaudited)*	*(unaudited)*
EBITDA	**552.5**	**630.1**	**699.3**	**335.0**	**365.6**
Capital Expenditures	(144.5)	(166.7)	(191.5)	(103.0)	(95.6)
OpFCF	**408.0**	**463.4**	**507.8**	**232.0**	**270.0**
Variations in working capital and other	(3.5)	5.0	(13.0)	(20.9)	(0.9)
Income tax	(35.3)	(90.8)	(78.9)	(43.6)	(20.3)
Lease principal payments[(a)]	(63.4)	(67.7)	(79.2)	(38.9)	(41.8)
FOCF	**305.8**	**309.9**	**336.7**	**128.6**	**207.0**
Interest paid on financial debt	(122.5)	(142.9)	(188.4)	(92.8)	(93.2)
FCF	**183.3**	**167.0**	**148.3**	**35.8**	**113.8**
Other investing activities (incl. M&A)	(74.8)	(57.4)	(94.7)	(35.7)	(141.0)
Dividends, share premium refund and other	(23.8)	(52.7)	(253.4)	(226.1)	(21.8)
Of which dividends to minorities	*(24.6)*	*(41.5)*	*(19.8)*	*(13.4)*	*(17.4)*
OpFCF Cash Conversion	**73.8%**	**73.5%**	**72.6%**	**69.3 %**	**73.9%**
FOCF Cash Conversion	**55.3%**	**49.2%**	**48.1%**	**38.4 %**	**56.6 %**

(a) Lease principal payments excludes Capital lease payments. See "*Operating and Financial Review and Prospects—Liquidity and Capital Resources—Consolidated Statement of Cash Flows*."

(10) Adjusted Cash and Cash Equivalents represents the Group's cash and cash equivalents as of June 30, 2025, adjusted to give effect to the Cirsa IPO and the Refinancing Transactions. See "*Capitalization.*" The adjusted amount does not reflect any cash generated or used in the ordinary course of business since June 30, 2025 and as such the cash figure presented is not indicative of current cash in bank as of the date of this Offering Memorandum or the Issue Date.

(11) Adjusted Total Debt represents the Group's total debt as of June 30, 2025, adjusted to give effect to the Cirsa IPO and the Refinancing Transactions. See "*Capitalization.*"

(12) Adjusted Total Net Debt represents Adjusted Total Debt less Adjusted Cash and Cash Equivalents.

(13) Adjusted Net Interest Expense represents the Group's interest expense for the twelve months ended June 30, 2025, as adjusted for the Cirsa IPO and the offering of the Notes and the use of proceeds therefrom (including the Refinancing Transactions) as though they had occurred on July 1, 2024.

RISK FACTORS

An investment in the 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 Notes or on the trading price of such 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 Related to Our Business

Our business may be negatively impacted by the economic volatility and political conditions in Spain and other markets in which we operate, heightened inflation, trade wars, unemployment and other geopolitical and macroeconomic factors beyond our control.

The geopolitical and macroeconomic conditions of the countries where we operate are beyond our control and may have a material adverse effect on our business, financial condition and results of operations.

Our results of operations are highly dependent on our operations in Spain, which accounted for €6.8 billion of our gross gaming revenue (excluding all lotteries, whether state or private, and state pools (*quinielas*)) ("*GGR*") – defined as wagers net of payout) for the year ended December 31, 2024. See "*Industry—Spanish Gaming Market*." For the twelve months ended June 30, 2025 and the year ended December 31, 2024, our operations in Spain accounted for 39.4% and 40.6%, respectively, of our consolidated net operating revenues and 47.4% and 48.7%, respectively, of our consolidated EBITDA. While the Spanish economy has been experiencing a modest recovery in recent years and returned to positive real GDP growth (6.2%, 2.7% and 3.2% for 2022, 2023 and 2024, respectively), compared to the unprecedented downturn during the COVID-19 pandemic when GDP declined by 10.8% in 2020, risks remain around a full recovery given ongoing concerns about the political uncertainty, unemployment and the availability and cost of credit. For example, the unemployment rate, while improving in relative terms in recent years, was reported to be 10.4% and 11.4% in June 2025 and December 2024, respectively.

The results of our operations are also dependent on the economic and political conditions of other markets in which we operate, including Panama, Colombia, Mexico and other Latin American countries (which, according to H2GC, collectively accounted for €8.2 billion of GGR for the year ended December 31, 2024). Some of these markets have experienced economic declines recently, and during various periods in the past decade. See "*Industry—Latin American Gaming Market*" and "*—There are risks associated with our operations in Latin America and Morocco, including political and economic instability, fluctuations in foreign exchange rate as well as natural disasters due to varying weather conditions*." Our Latin American operations accounted for 34.0% and 32.4% of our consolidated net operating revenues, and 41.9% and 40.7% of our consolidated EBITDA for the twelve months ended June 30, 2025 and the year ended December 31, 2024, respectively.

Further, we operate in Italy, which, according to H2GC accounted for €15.8 billion of GGR for the year ended December 31, 2024. See "*Industry—Italian Gaming Market*." Our operations in this country accounted for 24.1% and 24.8% of our consolidated net operating revenues and 7.2% and 7.6% of our consolidated EBITDA for the twelve months ended June 30, 2025 and the year ended December 31, 2024, respectively. After an economic downturn due to the COVID-19 pandemic, Italian GDP growth returned to positive 4.8%, 0.7% and 0.7% for the years 2022, 2023 and 2024, respectively. However, economic growth remains volatile. For example, according to H2GC, GGR of slot machines operations in Italy decreased in 2024 by €2.2 billion or 21.0% to €8.2 billion compared to €10.4 billion in 2019. See "*Industry—Italian Gaming Market*." Continuing economic stagnation or renewed deterioration of the Italian economy could result in reduced capacity for demand and investments in the gaming sector.

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 labor 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.

In addition, there are several potential sources of economic uncertainty which could adversely affect the economy in particular. For example, natural disasters, such as the torrential rains in Valencia in 2024, may have a negative impact on our gaming activities, as they may cause material damage to our retail outlets in the region, resulting in a potential loss of profit for the period that our operations remain closed pending repairs as well as economic disruption in the form of potentially reduced spending capacity of our customers in the region. Additionally, 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. Further, the attacks in Israel by Hamas on October 7, 2023, ensuing conflict in the Gaza Strip, the ongoing conflict between Israel and Lebanon, as well as the recent series of military strikes between Israel and Iran and the recent military tensions between Pakistan and India have created an unstable geopolitical environment in the Middle East and South Asia.

The Group has no direct exposure to Ukraine, Russia, the Middle East or South Asia, including Israel, the Gaza Strip, Lebanon, Iran, Pakistan or India as none of our assets are located in these markets. However we cannot predict the impact of such geopolitical instability and military conflicts on the global economic climate, which may contribute to or result in 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. Any of these or a combination of these factors could adversely impact our business, results of operations, financial condition and prospects.

Furthermore, our business operations may also be affected by the escalating tensions which have surfaced in the new global geopolitical landscape following the recent change in the U.S. presidency. The U.S. president has directed various federal agencies to further evaluate key aspects of U.S. trade policy and there has been ongoing discussion and commentary regarding potential significant changes to U.S. trade policy, treaties and tariffs with certain trading partners, including the U.K. and the EU. Tariffs, trade wars and other changes in U.S. trade policy have triggered and could in the future trigger retaliatory actions by affected countries, and certain foreign governments, including the EU, have instituted or are considering imposing retaliatory measures on certain U.S. exports. Moreover, U.S. trade policy and the U.S. government's tariffs are subject to frequent changes and revisions. This situation is rapidly developing and the extent and duration of these tariffs and other international trade policies, and resulting market disruptions and other impacts, could be significant. Global trade disruption, significant introductions of trade barriers and bilateral trade frictions, together with any future downturns in the global and/or European economies resulting therefrom, could adversely affect our business, financial condition and results of operations.

There are risks associated with our operations in Latin America and Morocco, including political and economic instability, fluctuations in foreign exchange rate as well as natural disasters due to varying weather conditions.

For the twelve months ended June 30, 2025 and the year ended December 31, 2024, our operations in Latin American countries and Morocco accounted for, in aggregate, 36.2% and 34.7% of our consolidated net operating revenues, respectively, and 45.3% and 43.9% of our consolidated EBITDA, respectively. In most of these countries, we have a long-standing presence, having operated in the Dominican Republic since 1990, Panama since 1996, and other Latin American countries since 2005-2007. Over the past ten years, we have expanded our operations into Latin America (including Puerto Rico in 2024) and we may continue to expand selectively into new geographies where the gaming industry is generally less developed than in Spain.

On an aggregate basis, a significant portion of our international presence is in Panama, Colombia, Morocco, Mexico, Costa Rica, Dominican Republic, Puerto Rico and Peru. In these markets, we are often exposed to substantial political and economic risks because the governments, economies and currencies of many of these countries may tend to be more volatile than the countries of the European Union. For example, the rise in global inflation between 2021 and 2024 has particularly impacted Colombia, Peru, Mexico and the Dominican Republic, where inflation for the year ended December 31, 2024 stood, for each country, at 5.2%, 2.1%, 4.2% and 3.4%, respectively, compared to the year ended December 31, 2023. New inflationary pressures in these countries, particularly taking into account their economic reliance on the United States market, may appear following the imposition of tariffs by the United States. See "*—Our business may be negatively impacted by the economic volatility and political conditions in Spain and other markets in which we operate, heightened inflation, trade wars, unemployment and other geopolitical and macroeconomic factors beyond our control.*" In turn, such

inflationary pressures may have an impact on the value of the different Latin American currencies in which we operate. However, any inflationary costs are not passed on to our customers. Recent developments in global commodities markets (in particular with respect to oil) and slowing Chinese demand for goods from the region has also significantly impacted the local economies in Latin America. These regions have historically shown a lower GGR per capita compared to European countries. For example, according to H2GC, Colombia, Mexico and Panama had €27, €34 and €79, respectively, in terms of GGR per capita for the year ended December 31, 2024 which, on average, represents 12%, 15% and 35%, respectively, of the GGR per capita in the United Kingdom (€228) as well as 19%, 24% and 55%, respectively, of the GGR per capita in Spain (€143). Any new significant economic downturn, a prolonged inflationary environment or political unrest in any of these countries may materially affect the expected increase in GGR per capita in these countries, with material adverse effects on our business, financial condition and results of operations.

Additionally, we record our financial results in euro and are consequently subject to foreign exchange rate risks in Latin America and Morocco, as we conduct our operations in local currencies in these locations.

Because our financial statements are denominated in euro and we do not have any exchange rate hedging strategies in place, 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, such as Panama, and which strengthened against the euro in 2022, but which depreciated against the euro in 2023, could adversely impact our results of operations. Our results of operations and financial position have also been adversely affected by the depreciation of the Colombian and Mexican peso against the euro at different times in recent years, as well as in earlier historical periods. For example, in 2022, 2023 and 2024, (i) the Colombian peso depreciated 13.8%, 3.2% and appreciated 4.1% against the euro, respectively, and (ii) the Mexican peso appreciated 10.4%, 9.3% and depreciated 4.9% against the euro, respectively. We expect that our financial condition and results of operations 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.

Our revenues and expenses, which are reported in euro, will be impacted by fluctuations in local currencies. The impact of currency translation differences on our consolidated statement of changes in equity is subject to a high degree of fluctuation. In particular, while the impact for the years ended December 31, 2024 and 2023 was positive (amounting to €2.7 million and €31.3 million, respectively), for the six months ended June 30, 2025 and the year ended December 31, 2022, the impact was negative, amounting to €110.0 million and €50.9 million, respectively. The impact that the divergent currency translation differences have on our consolidated statement of changes in equity varies significantly, and the effect of each such currency translation difference may or may not be compensated by currency translation differences of other currencies. For example, out of the total €2.7 million impact for the year ended December 31, 2024, the U.S. dollar had a positive contribution of €67.9 million, while the Mexican and Colombian Pesos contributed negatively with an impact of €10.4 million and €78.6 million, respectively. Additionally, the average exchange rate of the U.S. dollar against the euro during the year ended December 31, 2024, increased by 0.2% compared to the year ended December 31, 2023, resulting in a positive impact on our results of operations, while the impact for the year ended December 31 2023 was negative due to a decrease in the average exchange rate of the U.S. dollar against the euro of 3.1% compared to the year ended December 2022. The exchange rates we use in our financial statements are set by the respective central banks of each country. A continuous and/or substantial depreciation of local currencies against the euro, which in the long term depends on the level of inflation insisting in a specific country, may have an adverse impact on our operations and results. We can provide no assurances that the local currencies that we have exposure to will not fluctuate against the euro.

Furthermore, currencies in Latin America may be particularly sensitive to the U.S. market following the recent increase in tariffs. Given that the U.S. is the primary export market for many Latin American countries, any changes in U.S. trade policies may have a significant impact on the economic stability of these regions. The increased tariffs may lead to higher costs for exported goods, which may, in turn, affect the exchange rates and increase inflation in Latin American countries.

In addition, our operations in 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 disruptions to our operations. For example, hurricane "Otis," which affected Mexico in October 2023, led to the closure for two months of two of our Casinos in Acapulco.

The premises where we operate our Casinos and Gaming Halls may become unavailable due to relocations, closures or termination of our lease agreements, and we may be unable to extend or renew our operating licenses.

For the six months ended June 30, 2025 and the years ended December 31, 2024, 2023, and 2022, our Casinos Business Unit represented 41.2%, 45.0%, 46.8%, and 49.7%, of our net operating revenues as well as 52.9%, 58.0%, 62.1% and 63.3% of our consolidated EBITDA, respectively. As of June 30, 2025 and December 31, 2024, 2023 and 2022, we operated 452, 447, 433 and 430 Casinos and Gaming Halls, respectively, in eight countries. As of the same dates, 96.9%, 96.9%, 96.8% and 96.7%, respectively, of the premises where we operated our Casinos and Gaming Halls were leased from third parties, accounting for €201.3 million, €214.7 million, €216.6 million and €210.4 million of the total financial liabilities of the Casinos Business Unit for the respective periods. Further, 64.2% of such leases in respect of our Casinos Business Unit will expire in five years from December 31, 2024. The total payment for leases under IFRS 16 of the Group for the six months ended June 30, 2025 and the years ended December 31, 2024 and 2023 amounted to €41.8 million, €80.0 million and €68.1 million, respectively, of which the cost attributable to our Casinos Business Unit for the same periods amounted to €29.2 million, €58.3 million and €64.2 million, respectively, representing 6.1%, 6.0% and 6.9%, respectively, of the net operating revenues from our Casinos Business Unit for such periods. We face risks in relation to properties that we lease, as well as the related licenses required by law, in order to operate our Casinos and Gaming Halls. The majority of our lease agreements provide for option rights to extend the duration of the lease for a certain period of time. However, upon expiration of any of our lease agreements, we may not be able to extend or renew such agreements at favorable terms or at all and, therefore, we may become unable to continue our operations in the relevant premises. For example, we operate Casinos in Medellin and Bogotá, Colombia, under lease agreements where we previously received requests by landlords to vacate premises, which lead to lawsuits from and/or settlement agreements with the relevant landlords. Such potential closures or relocations of premises could have an adverse effect on our business, financial condition and results of operations.

We benefit from the long-term nature of our licenses, all of which are administratively renewed other than our land based licenses in Italy (which expired in December 2024 and have been extended until December 2026) and Panama (where 27 of our 42 licenses expire in April and October 2038). In these countries, in order to obtain or renew gaming licenses companies must participate in public tenders. Therefore, the renewal of such licenses is not automatic, and significant expenses are incurred for obtaining or renewing a license. See "*—Legal and Regulatory Risks—The gaming industry is subject to extensive regulation and licensing requirements and our business may be adversely affected by our inability to comply with these requirements, regulatory changes and increases in the taxation of gaming, which could result in litigation*" and "*Regulation*."

We may not be able to manage growth in our business through investments and acquisitions due to unforeseen integration obstacles or costs.

We have made in the past, and intend to continue to make in the future, 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 product offering into new geographies. For example, in the years ended December 31, 2022, 2023 and 2024, we invested an aggregate amount of €219.8 million in mergers, acquisitions and other investments.

The success of any future acquisition will depend upon our ability to identify suitable targets, conduct appropriate due diligence, negotiate transactions on fair and favorable terms, obtain required authorizations and, ultimately, complete such acquisitions and successfully integrate them into our Group. Our assessments of acquisition targets may prove to be incorrect and in particular our expectations with respect to growth, financial margins, cash flows and cost as well as revenue synergies. Our acquisitions may subject us to more expansive or new regulatory frameworks, new customer segments with different gaming and spending habits than we have catered to and/or new competitive dynamics which could hinder our growth and frustrate the realization of our acquisition objectives. Furthermore, we could incur or assume unknown or unanticipated liabilities or contingencies with respect to customers, employees, suppliers, government authorities or other parties. Debt incurrence to consummate acquisitions may also increase our leverage, and if the acquisition is of a considerable size, such increase in leverage may be material and we may not be able to obtain additional debt on favorable terms. Any due diligence with respect to identifying targets may require further investment than we expected. Inorganic growth can also strain internal resources, including our financial and accounting control systems, as it requires management to identify and execute on appropriate investments and subsequently train and manage increased numbers of employees. Although we have not determined any specific target for growth derived from M&A activity, we believe we will maintain a constant level of M&A growth in line with our future growth, assuming (i) we are able to identify M&A opportunities that satisfy our M&A criteria, (ii) the increase in M&A

activity does not compromise our financial leverage and (iii) financing costs remain stable. Any such investments will be made in compliance with the limitations and restrictions in our existing financing agreements.

Additionally, we may face difficulties in the integration of an acquired company or business unit into our Group. The process of integrating acquisitions may be disruptive to our operations, as a result of, among other things, unforeseen legal, regulatory, contractual (including, for instance, representations and warranties, indemnities, put and call options) and other issues, difficulties in realizing operating synergies, difficulties in integrating diverse business cultures which may be incompatible, problems in integrating IT or other systems between the businesses or a failure to maintain the quality of services that we have historically provided. Moreover, the integration of acquired businesses may be more difficult or take longer than anticipated resulting in higher administrative and management costs than anticipated. As we continue to grow, any further acquisitions could cause a significant increase in our costs. Any of the abovementioned problems could lead to a diversion of management focus and resources from other strategic opportunities or material operational matters or lead to difficulties in managing a larger company.

In addition, we may be unable to recoup our investment or achieve positive financial results within the expected timeframe or at all. For example, GanaBet (renamed *Sportium*), which we acquired in 2023 in Mexico and which was our only material business with a negative cash flow for the year ended December 31, 2023, is still in a ramp-up process and, thus, generates negative EBITDA as of the date of this Offering Memorandum. During the year ended December 31, 2024, we injected 142.0 million Mexican pesos (approximately €6.6 million) into GanaBet by way of equity contributions in order to offset the losses which amounted to approximately €6.4 million for the same period. Further, we may experience cost overruns, delays and operational difficulties with respect to existing and future projects and acquisitions, which could have an adverse effect on our business and results of operations. We may not successfully overcome problems encountered in connection with potential acquisitions, completed acquisitions or other expansion efforts, and such problems could have a material adverse effect on our results of operations.

Finally, acquisitions often involve purchase prices subject to certain variables, future earn-outs and/or put and call options, which could lead to potential disagreements between us and the relevant sellers, altering the prices we have initially estimated. For example, due to differences in the estimation of components involved in calculating the EBITDA (affecting the shares purchase price) of certain companies we acquired in Peru (Apuesta Total), we have initiated arbitration proceedings to clarify the calculation. See "*Business—Litigation—The Peruvian Acquisition*." Although there is still ongoing arbitration on the matter, after reviewing the purchase agreement and obtaining opinions from two different legal counsel, we do not believe that the final amounts to be paid would deviate from our initial estimation, as those have been recorded in the Interim Condensed Consolidated Financial Statements. However, the outcome of the arbitration proceedings is uncertain and a decision substantially increasing the final purchase price of the acquired company could have an adverse effect on our financial operations and cash flows.

Changes in consumer preferences towards online gaming and the operational and technological difficulties in connection with our online operations could harm our business.

Our business is dependent on the appeal of our gaming offerings to our customers. Our gaming offerings compete with various other forms of gaming venues and opportunities. For example, while historically online gaming has been supplemented to land-based gaming, the rapid expansion of online gaming may render the products of our other units obsolete or require significant capital expenditures to meet customer demand. According to H2GC, for the year ended December 31, 2024, global online gaming GGR represented 33% of total GGR compared to global land-based gaming GGR which represented 67% of total GGR. According to the same source, global online gaming GGR is expected to grow at a compound annual growth rate ("*CAGR*") of 12.7% in the period 2024-2028 compared to a CAGR of 2.8% for global land-based gaming GGR. In the same period, Online Gaming and Betting GGR in Spain, Italy, Colombia and Mexico, where we operate our largest online gaming operations, is expected to grow at a CAGR of 7.1%, 9.0%, 3.3% and 17.1%, respectively, compared to a CAGR of 1.2% and negative 3.1% for slot machines GGR in Spain and Italy, respectively, and 2.0%, 7.6% and 4.7% for Casinos GGR in Spain, Colombia and Mexico, respectively.

Changes in consumer preferences and our inability to adapt could result in reduced demand for our offerings, eroding our competitive position and financial performance. For the six months ended June 30, 2025 and the years ended December 31, 2024, 2023 and 2022, our Online Gaming & Betting Business Unit accounted for 23.4%, 19.5%, 16.2% and 12.6% of our consolidated net operating revenues, respectively, and 15.3%, 12.2%, 8.5% and 7.6% of our consolidated EBITDA, respectively. During the six months ended June 30, 2025 and the

years ended December 31, 2022, 2023 and 2024, our Capital Expenditures in our online operations amounted to €6.9 million, €12.9 million, €10.9 million and €18.2 million, respectively.

The rise in online gaming activities is increasingly exposing us to risks related to the dissemination of our advertisements through the internet in jurisdictions which may have conflicting laws and regulations (or interpretations of such laws and regulations) with regard to the legality or appropriate regulatory compliance of our online 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, although we may not operate in such countries. Any such laws, regulations, fees or levies may have an adverse effect on our business, financial condition and results of operations.

We only operate in regulated online markets, such as Spain, Italy, Colombia, Panama, Mexico, Peru and Portugal, with an online license pending in Puerto Rico. These markets additionally have a well-established regulatory regime for land-based operations with stringent legal frameworks. However, there are other countries outside our operations which may not have equivalent governing laws, particularly for online gaming. Consequently, there is uncertainty as to the legality of online gaming in a number of countries where our advertisements might be disseminated or our services might be accessible through the internet, without our consent. In the United States, for instance, the offering of gaming products and services online is illegal in most states. Through *Sportium*, E-Play24 and Apuesta Total, we have systems and controls in place seeking to ensure that we offer gaming products through the internet to residents in the countries where 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 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. Although no breach of our systems has been reported in the past ten years, there is always the possibility of technical malfunction, human error, or customers knowingly deceiving geo-locators via VPNs. Further, 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 costs and suffer reputational damage that could hurt our brand. Additionally, this may divert management's time and resources away from day-to-day operations. This may have an adverse effect on our business, financial condition and results of operations.

Moreover, we are subject to certain regulatory obligations in respect of online gaming. For example, in Spain, minors and disabled players, along with other individuals included in certain categories (e.g., athletes, referees, shareholders of gaming companies etc.), as well as self-excluded players, are prohibited from engaging in gaming activities. In addition, players with certain intensive patterns based on losses per week (for example, aggregate losses equal to or higher than €600 per week for three consecutive weeks or €200 per week in case of young players) must be disallowed from depositing funds using credit cards. Additionally, in Spain, Italy and Colombia, when opening a gaming account, players are able to set daily, weekly or monthly limits that prevent them from continuing to play once such limit has been reached. In Spain, statutory limits for these accounts are set daily, weekly and monthly at €600, €1,500 and €3,000 respectively. However, such online gaming restrictions could be circumvented through criminal activities (such as the use of false identification). While we maintain internal controls to verify customers' age, location and identity, we cannot assure that these processes will not be abused by the use of fraudulent information to gain access to our online gaming sites. For more information on the regulation affecting fraudulent information, see "*Regulation.*"

Our information technology systems and network, slot machines and online gaming operations are subject to technical problems, damage and interruption and may be vulnerable to hacker intrusion, distributed denial of service attack, malicious viruses, fraudulent activities and other cybercrime attacks.

The betting and games offered at our points of sale as well as our slot machines, systems and online offerings depend, to a great extent, on the reliability and security of our information technology systems, software, hardware and network, which are subject to damage and interruption caused by human error, problems relating to the telecommunications network, software failure, natural disasters, sabotage, fraudulent manipulation, viruses and similar events.

Although we maintain the types and amounts of insurance policies that are customary for businesses in our industry in the countries where we operate to cover these risks (including policies covering cyber risks up to certain amounts) and monitor our software and hardware, any interruption in our systems, network or slot machines or attempt to defraud us or our customers could have a negative effect on the quality of services offered, on consumer demand and, therefore, on volume of sales, which could have a material adverse effect on our business, financial condition and results of operations. Additionally, if third parties breach our security systems and defraud our customers, or if our hardware or software experience any technical anomalies, the public may lose confidence in our gaming products or we could become subject to legal claims by our customers or to investigation by gaming authorities.

Furthermore, although we have not been subject to any material cybercrime attack during the historical period under review in this Offering Memorandum, as with all gaming companies, we may be vulnerable to such attacks that could adversely affect our business. Examples include breaches of security and systems intrusion conducted for the purpose of stealing personal information of our customers as well as 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 may have a materially adverse effect on our financial condition. While we 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 and deter current or potential customers from using our services, which in turn could have a material adverse effect on our financial condition.

Finally, games and slot machines may be replaced if they do not perform according to expectations or may be shut down by regulators. The occurrence of anomalies in, or fraudulent manipulation of, our games, slot machines, systems, or online games and systems may give rise to claims for lost prizes, revenues and related litigation by our customers and may subject us to investigation or other action by gaming regulatory authorities, including suspension or revocation of our gaming licenses, or other disciplinary action that could have a material adverse effect on our business, financial condition and results of operations.

Our success is dependent on maintaining and enhancing our brands. 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.

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 in the markets where 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 marketing initiatives will be successful. If we are unable to maintain and enhance the strength of our brand, our ability to retain and grow our customer base may be impaired, which may adversely impact our business.

Further, in order to attract customers, we are dependent upon our ability to provide secure gaming products and maintain the integrity of our employees as well as of third parties interacting with customers on our behalf, and any event damaging our reputation could adversely affect our business, financial condition and results of operations. For example, in Italy, we have agreements with certain bars, restaurants and tobacconists where we have installed PVRs (*Punto Vendita Ricarica*), which are retail points of sale used by our online gaming customers to top-up their accounts (but not used for any gaming activity). Any misconduct by the personnel of any of these bars, restaurants and tobacconists or other third parties while operating with our customers on our behalf might lead to legal actions against us as well as harm our reputation, with negative effects on 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.

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.

Furthermore, harm to our brand could arise from real or perceived failure to comply with legal and regulatory requirements and difficulties in meeting contractual obligations or standards of quality and service. Any negative publicity relating to incidents of this nature could affect the availability of and terms under which we obtain financing, thereby affecting our business, financial condition and results of operations.

The gaming industry is also exposed to negative publicity generated by a variety of sources, including citizens' groups, non-governmental organizations, media sources, local authorities, and other groups and institutions. 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 concentration of slot machines in sensitive areas (such as schools, churches and hospitals), as well as risks related to addiction to gaming, data protection and payment security in connection with online gaming. For several years, Spanish authorities have implemented campaigns aimed at reducing participation in gaming activities. For example, in 2023 the Spanish Ministry of Health initiated a campaign encouraging people to abstain from gaming. More recently, in October 2025, the Spanish Ministry of Consumer Affairs required all online gaming portals to display warnings about the risks associated with gaming. These national actions are complemented by numerous regional and local initiatives. In Italy, certain regions and municipalities also launched advertising campaigns against gambling. In Spain and Italy, since 2020 and 2012, respectively, advertising of online gaming activities has been subject to certain requirements and limitations. See "*Regulation—Spain—General—Online Gaming*" and "*Regulation—Italy—Laws Affecting Gaming Advertisements.*"

In addition, publicity regarding social issues related to the gaming industry, even if not directly connected to us and our businesses or brand, could adversely impact our business, financial condition, results of operations and prospects. 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. For example, the Mexican government has prohibited the granting of new licenses to operate slot machines, playing cards, dice and roulettes. Future increases in regulation or taxation could adversely impact our reputation, business, financial condition and results of operations.

Furthermore, we face regulatory challenges in connection with advertising our gaming activities. For instance, in Spain, pursuant to Royal Decree 958/2020, of November 3, on commercial communications relating to gambling activities ("*Royal Decree 958/2020*"), together with the Spanish Supreme Court decision regarding this regulation, specific restrictions, limitations and prohibitions are imposed on the advertising of gaming activities.Further, in Italy, according to Article 9 of Decree-Law No. 87 of July 12, 2018 ("*Decreto Dignità*"), as amended, any form of direct or indirect advertising and sponsorship related to off-line and online gaming and betting is prohibited. This ban includes sports, cultural, or artistic events, television or radio broadcasts, daily and periodical press, publications in general, billposting, information technology, as well as digital and telematic channels, including social media. Furthermore, regulatory development of RD 958/2020 or similar legislation in the countries in which we operate could lead to additional limitations on advertising and create further challenges for our marketing strategies, which may adversely impact our financial condition and results of operations.

Some investors or financing providers may have ESG-related concerns regarding investing in offerings of, or granting financing to, gaming operators and any change in our ESG risk ratings may adversely affect the value of the Notes or limit the diversity of our financing sources.

As of the date of this Offering Memorandum, we have an environmental, social and governance ("*ESG*") risk rating of 12.7 out of 100 (the "*Rating*") issued by Morningstar Sustainalytics (the "*Rating Provider*"), which positions us as being at "low risk" of experiencing material financial impacts from ESG factors. This Rating considers factors such as the environment in which a company subject to review operates (including the ESG issues a gaming company would face, such as the potential gaming addiction of customers and money-laundering activities) and actions taken by the respective company to counteract this ESG exposure. For example, our risk exposure relating to potential gaming addictions would be "medium" but, as a result of the measures taken by the Company, this risk has been reduced to "low" by Morningstar Sustainalytics. The Rating Provider is not subject to any regulatory or other governmental oversight in respect of its determination of ESG risk ratings or the underlying methodologies it uses to make such determinations. The Rating is published on the Rating Provider's website, but neither the Rating, nor any other information on the Rating Provider's website, is incorporated by reference into this Offering Memorandum. In its preparation of the Rating, the Rating Provider has relied on the reliability, accuracy and completeness of the information provided to it by the Group, but there can be no guarantee that such information is reliable, accurate or complete.

The Rating and any other ESG risk rating obtained by us from time to time may not reflect the potential impact of all ESG-related risks and information relevant to our Group, or additional risk factors discussed herein,

or other factors that may affect the value of our Group, but rather reflect only the views and methodologies of the relevant ESG rating provider(s) at the time the rating is issued. Most ESG rating providers use different ratings methodologies to produce their ESG risk ratings and their valuations may be based on only publicly available information and in other cases may be based on information supplied by the relevant companies. As such, the quality of information in respect of each company included in our rankings may not be comparable and there may therefore be limitations on the utility of these rankings on a relative basis. There is no guarantee that the methodology used by any particular ESG rating provider (including those applied by the Rating Provider for the purpose of the Rating) will conform to the expectations or requirements of any investor or any present or future applicable standards, recommendations, criteria, laws, regulations, guidelines or listing rules. ESG risk ratings do not comment as to market price or suitability for investors. ESG rating providers (including the Rating Provider) may revise or replace entirely the methodology applied to derive ESG risk ratings. Any ESG risk rating obtained by our Group provides no guarantee as to the actual environmental and/or social impacts of our Group.

No assurance can be given that the Rating and any other ESG risk rating will remain constant for any given period of time or that it will not be withdrawn entirely by the ESG rating provider if, in its judgment, circumstances in the future so warrant. Furthermore, the Rating was last updated on May 14, 2025, and does not take into account this Offering and the related transactions and may be subject to change following the Offering. Any negative change, or an indication of a possible negative change, in the Rating or in any other ESG risk ratings obtained by us or failure to meet any relevant regulatory ESG standards which may be applicable to us from time to time, could impair or preclude us from accessing certain financial markets and products, thereby adversely affecting our liquidity. For example, we are obliged to comply with several European directives and regulations. Among these are Directive (EU) 2022/2464 of the European Parliament and of the Council of December 14, 2022 amending Regulation (EU) No 537/2014, Directive 2004/109/EC, Directive 2006/43/EC and Directive 2013/34/EU, as regards corporate sustainability reporting (the "*EU Corporate Sustainability Reporting Directive*" or "*CSRD*"), and Commission Delegated Regulation (EU) 2023/2772 of July 31, 2023 as regards sustainability reporting standards, pursuant to which we are currently developing a corporate social responsibility strategic framework in line with CSRD requirements. Further, any negative change, or an indication of a possible negative change, in our ESG risk ratings, or heightened disclosure requirements by the regulators concerning our operations or ESG-related matters, may adversely affect our reputation and/or be reflective of fundamental weaknesses and/or risks in the sustainability of our business, financial condition, results of operations, and prospects, and investors may also be required or choose to sell their holdings in our Group. For example, under the EU Corporate Sustainability Due Diligence Directive ("*CSDDD*") approved by the Council of the European Union on May 24, 2024, companies will be required to demonstrate that they have taken all appropriate measures to effectively identify, inter alia, human rights, sustainability, work force management and governance risks and prevent, cease, mitigate, address or remediate actual and potential adverse impacts of their value chains. As a result, we may be required to incur additional operational costs in order to ensure compliance with such new regulations and any failure to adapt to regulatory changes may lead to penalties and reputational harm. See "*Business—Environmental and Other Government Regulations*." This could have a material adverse effect on our business, financial condition and results of operations.

Although gaming activities are not legally excluded when issuing any green or social bond and, to our knowledge, they do not imply automatic exclusion from ESG ratings, the impact of ESG-related risks and practices, including with respect to various environmental, social and governance matters in our business may limit investments in the Notes or restrict our ability to access financing from banks and institutional investors. In fact, some investors and financial institutions may have ESG-related concerns regarding investing in notes of, or granting financing to, gaming sector companies, and may not be able to invest in equity or debt securities or provide financing at all or be forced in the future to exit their position in the same securities or financings due to internal ESG-related policies excluding companies operating in the gaming industry from the pool of possible investments.

Moreover, such ESG-related risks and practices have been and will continue to be independently assessed by non-accredited ratings organizations, various stakeholders in the ESG community and ratings agencies such as Standard & Poor's and Moody's.

We may fail to detect corruption, money laundering or fraudulent activities of our customers or third parties or fail to comply with anti-corruption legislation, anti-money laundering laws or sanctions laws.

We are subject to applicable anti-corruption, anti-money laundering and sanctions laws. 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 are capable of playing 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 that exceed certain amounts of money wagered in a given period (e.g., €1,000 monthly by a single customer), 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. For example, when customers register on one of our websites, we verify the authenticity of their personal ID through a software (such as Veridas or Jumio). Additionally, when customers withdraw funds, we verify the method of payments used by checking the identity of the holder of the bank account or card into which the customer's deposits or balance refunds are made and matching the identity of the holder of the bank account to the person that registered for the gaming account. However, customers belonging to vulnerable groups or aiming at defrauding us could attempt to circumvent these identification systems by creating profiles and using payment methods with fraudulent information. As of the date of this Offering Memorandum, we have not received any fines from the Executive Service of the Commission for the Prevention of Money Laundering and Monetary Offenses in Spain (*Servicio Ejecutivo de la Comisión de Prevención del Blanqueo de Capitales e Infracciones Monetarias* or SEPBLAC) or any other anti-money laundering authority in the countries where we operate. However, there can be no assurance that the procedures and controls that we have in place will be sufficient to monitor money laundering and fraud activities. In addition, we could be targeted by third parties, including criminal organizations, for fraudulent activities, such as attempts to compromise our payment processing systems or using our betting services to engage in money laundering.

Our distribution network partners (i.e., bars where we install our slot machines as well as Gaming Halls owned by third parties where *Sportium* operates its betting machines (also commercially known as "electronic casinos")) are required to abide by applicable laws, including, in the case of Gaming Halls, by identifying customers at the entrance of such venues via their identity cards and, in the case of bars, by checking their identity cards to ensure that customers are not under age. Furthermore, and with respect to prize payments of more than €2,000, certain applicable laws require the identification of customers for anti-money laundering purposes pursuant to the obligation to apply customer due diligence measures for single transactions amounting to €2,000 or more. See "*Regulation—Spain—Traditional Gaming.*"

On February 15, 2019, the ADM published certain guidelines to prevent money laundering activities specifically in relation to concession operators (protocol No. 0027571/R.U.). The ADM guidelines introduced additional procedures and monitoring systems for VLTs concerning the tickets issued to customers following each game. As a consequence, VLTs' tickets now contain data such as the amount paid by the customer (coin in), the amount a customer has bet, gross and net win, the number of plays, the nominal value of the ticket (the amount due to the customer) and other data, all of which are key to identify unusual factors from an anti-money laundering perspective. Additionally, certain other due diligence measures have been implemented in Italy, such as the requirement of inserting a health card to access the VLT machines from January 1, 2020. Although our employees are trained in order to control and prevent money laundering issues, we may fail to detect non-compliance with applicable anti-money laundering laws or with our policies by our distribution network partners. As of the date of this Offering Memorandum, we are in compliance with such due diligence measures.

To the extent we are unsuccessful in protecting ourselves or our customers from fraudulent activities, our directors, employees and/or the Company itself under appricable corporate criminal liability laws (e.g., Article 31 of the Spanish Criminal Code) may be subject to criminal sanctions as well as administrative fines, which could have a material adverse effect on our business, financial condition and results of operations. Failure 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 steals market share from the regulated industry and adversely affects our business. A significant threat for the gaming industry arises from unregulated activities such as illegal slot machines and, more generally, all forms of gambling that circumvent public regulation, including offshore gambling. Loss of market share to the unregulated market could have an adverse effect on our business, financial condition and results of operations.

We have implemented policies and procedures designed to prevent and detect violations of anti-corruption, anti-money laundering and sanctions laws. We periodically review and update our internal compliance programs to ensure alignment with evolving anti-corruption, anti-money laundering and sanctions frameworks. It is possible that allegations of corrupt or fraudulent 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, money laundering or sanctions risk. Any investigation, enforcement action and/or judgment under applicable Spanish law, including the Spanish Criminal

Code, the Foreign Corrupt Practices Act, Bribery Act or other applicable anti-corruption laws, economic sanctions laws and anti-money laundering 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 local and international businesses. A violation of the laws and regulations set out above could have a material adverse effect on our business, financial condition and results of operations.

In addition, changes in existing regulations in relation to such laws could impair our profitability and restrict our ability to expand our business. If we fail to comply with any new anti-corruption, anti-money laundering and sanctions laws, we could be subject to financial penalties and/or prohibited from operating in certain jurisdictions, which could have a material adverse effect on our business, financial condition and results of operations.

Certain countries where we operate have been subject to significant security issues, terrorist attacks and other acts of violence in the past several years, and if such issues continue or worsen, our operations could be materially adversely affected.

Certain countries where 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. High crime rates and violence resulting from organized crime are particularly acute in several areas of Mexico in which we operate. In response to the surge in criminal activity, the Mexican government has implemented various security measures and strengthened its military and police forces. As of the date of this Offering Memorandum, according to the *Indice de Paz Mexico 2025,* four out of our 30 Casinos operate in the highest risk areas. 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 (which are no longer applicable).

Terrorist attacks and other acts of violence may also negatively affect our business and results of operations. There is a terrorism threat in Morocco and there have been terrorist attacks in other parts of Morocco (and in neighboring countries such as Algeria) in the past, which may have an impact on tourism and hence reduce the attendance of visitors in our local Casino in Agadir which may affect our business, financial condition, results of operations and prospects. There can be no assurance that there will not be terrorist attacks or armed conflicts that may directly impact us, our customers or partners in the future.

Risks Related to the Gaming Industry

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. Any failure of our risk management processes may adversely affect our results of operations.

In the six months ended June 30, 2025 and the years ended December 31, 2024, 2023 and 2022, our net operating revenues for each Business Unit in which we operate have steadily increased at constant perimeter and exchange rates and we did not register any material unexpected impact on our consolidated results due to seasonality or uncertainty of individual events. While our operations are highly diversified and our consolidated results have not historically been affected by individual events or seasonality, we cannot guarantee this will always be the case.

On an individual Business Unit basis, our Online Gaming & Betting Business Unit (which represented 23.4% 19.5% of the net operating revenues of the Group for the six months ended June 30, 2025 and the year ended December 31, 2024, respectively) may be impacted by the scheduling of certain major international sporting events that are held regularly but infrequently (i.e., multi-year) intervals, such as world championships in various sports and the Olympics. In addition, our sports betting business, which accounted for 60%, 57%, 52% and 60% of the revenues we generated from our Online Gaming & Betting Business Unit for the six months ended June 30, 2025 and the years ended December 31, 2024, 2023 and 2022, respectively, and 13.9%, 11.1%, 8.6% and 7.5%, of our net operating revenues of the Group for the same periods, is intrinsically exposed to volatility due to the uncertainty of individual events or betting outcomes as well as the seasonal nature of the events associated with sports betting. Excluding the effect of such events, consolidated net operating revenues from sports betting usually decrease by approximately 30% during the summer months (because of the interruption of the professional football season in Spain and abroad, and because some customers are on vacation). Such impact on our consolidated net operating revenues is not usually counterbalanced by, for instance, an increased number of customers in Casinos and Gaming Halls over the same period. Accordingly, seasonality in sport activities could

adversely affect our business, financial condition and results of operations. *Sportium*, E-Play24 and Apuesta Total allow our customers to wager on different games (including poker and blackjack tables), slot games, sport events (including football, basketball, tennis, greyhound racing and horse racing), and live casino games.

For our online table games, we use algorithms that replicate the mathematical advantage of each game, so that the expected outcomes are achieved over a statistically significant number of bets, typically exceeding 1,000,000. See "*Business—Operations and Activities—Our Business Units—Online Gaming & Betting Business Unit*." In *Sportium*, E-Play24 and Apuesta Total our odds as bookmaker are set with the aim of providing 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 between events. Although *Sportium* and E-Play24 have systems and controls in place managed by our internal "trading" teams 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 can also be no assurances 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 Apuesta Total have in place to limit risk will be consistently successful. Additionally, the cancellation or curtailment of significant sporting events, for example, due to adverse weather conditions, terrorist attacks, other acts of war or hostility, outbreak of infectious diseases, betting scandals or the failure of certain sporting teams to qualify for sporting events, or the boycott of some countries or blocks of countries at the participation of these events may result in the return of the wagered amounts without any gains for us, which could have a material adverse effect on our business, financial condition and results of operations.

In our Casinos Business Unit, each table has specific betting limits, both maximum and minimum, to ensure that only bets within a manageable range are accepted. These limits restrict individuals from placing bets below the minimum or above the maximum for the table. The maximum limits can be set with respect to all the bets placed by the same player in a game (such as bets on multiple numbers on the roulette) or per event (such as bets on individual numbers on the roulette).

Table game limits are based on the game volume of each Casino, so that the risk associated with any individual table is balanced against the overall expected revenue and the odds generated by our diverse product mix. However, some of our products (such as blackjack tables and roulette games) 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. Due to significant winnings or losses that may arise from each event, event by event and day by day, the earnings in our Casino Business Unit can be volatile and we cannot guarantee that our short-term results will not be affected by winnings on high bets, which may cause payout ratios to exceed 100%, with material adverse effects on our financial condition and results of operations. 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, financial condition and results of operations.

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

All of our Business Units face intense competition from a number of industry participants across the markets where we operate. New players may appear in any of our Business Units, or existing competitors may improve or expand through investments, acquisitions or mergers, increasing the competitive pressure which, in turn, may reduce our profitability. In particular, we may face challenges in growing and expanding in certain geographies and segments, especially in the countries where the competitive environment is more complex.

Although competition from other Casinos has been historically limited in the Spain and Latin American markets, we may face competition from other forms of gaming, such as Gaming Halls (also referred to as "electronic casinos"), 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. For additional information on the limits to the number of and conditions to grant Casino licenses in the countries we operate, see "*Regulation*." In addition, the Gaming Halls business in Spain is in the process of consolidation in which the biggest market players are currently acquiring other smaller competitors. As a result, the competitive pressure, may increase, decreasing our profitability. Our results of operations and profitability in the Casinos without tables and Gaming Halls business may also be affected by unlicensed operators. For example, in Mexico, we compete with operators carrying out illegal gaming activities.

Additionally, and regarding our Slots Spain Business Unit, due to the fragmentation of the slot machine segment in Spain, we compete with several regional slot machine operators, which are usually much smaller than us. As the market continues to consolidate, we may face increasing competition from these companies to acquire new or existing slot machine sites, which could adversely impact our strategy for optimizing our slot machine operations in Spain, reduce future profit margins and successfully penetrating in bars, restaurants and other third-party locations. Such penetration is preferably conducted by acquiring existing slot machine operators. However, strong relationships between slot machine operators and site owners force us to acquire the slot machine operators and simultaneously enter into a participation contract with them (which currently covers approximately 19% of the slot machines we operate in Spain) under which such slot machine operators continue to maintain a commercial relationship with site owners in exchange for a percentage of revenues. For the year ended December 31, 2024, we paid €20.3 million to operators under these contracts. Since such participation contracts do not have fixed terms and are renewed at the discretion of the parties, we may not be successful in maintaining and expanding our slot business to the extent desired. Moreover, in manufacturing slot machines in Spain, there is a high level of competition between a small number of manufacturers. We believe that the Spanish slot machine market is independent from the international market due to consumer preferences and Spanish regulations which impose, among other matters, specific design requirements which make these slot machines specific to the Spanish market and not suitable for international markets.

In Italy, the number of active AWPs and VLTs is limited by gaming laws and regulations. For example, the total number of active AWPs in Italy is approximately 230,000 units, all of which have been allocated. However, the number of slot machines which a single company may operate is not limited (besides potential anti-trust issues). In this country, we compete with several slot and VLT operators, some of which have substantially larger Italian operations. The competitive environment is becoming increasingly fierce as larger operators continue to acquire smaller ones, further expanding their market share. In addition, our profitability in Italy is limited by higher taxes (as well as stricter legal restrictions and costs of licenses) compared to other jurisdictions where we currently operate.

On online gaming, given the low penetration in certain of the markets in which we operate, new players may decide to enter the business, which may erode our market share and decrease our profitability. Additionally, one or more of our games or technologies may prove unsuccessful, leading to customers switching their preference to our competitors.

Competition may further intensify as new operators enter the markets in which we operate and take advantage of the liberalization of the relevant regulatory frameworks, utilizing their expertise, market data and/or unique products even from abroad, and potentially negatively impacting the success of our products, which, in turn, could have a material adverse effect on our business, financial condition and results of operations.

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

For the six months ended June 30, 2025 and the years ended December 31, 2024, 2023 and 2022, our Online Gaming & Betting Business Unit accounted for 15.3%, 12.2%, 8.5% and 7.6%, respectively, of our consolidated EBITDA and 23.4%, 19.5%, 16.2% and 12.6%, respectively, of our consolidated net operating revenues. We believe this Business Unit will grow at a faster pace relative to our other gaming activities in the next few years. In this respect, we have recently strengthened our online gaming and betting business. For example, in 2024, we acquired Apuesta Total, the #1 online operator in Peru (*source: Company Industry Sources*). According to H2GC, the global online gaming GGR is expected to grow at a CAGR of 12.7% in the period 2024-2028 compared to a global CAGR of 2.8% for land-based gaming GGR (including a 1.9% CAGR for slot machines GGR). Due to this rapid growth and the nature of the business, the market for online gaming products and services is characterized by rapid technological developments, frequent new product and service offerings and evolving industry standards which require 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 capital expenditure to replace, upgrade, modify or adapt our technology and systems, which could negatively impact our business, financial condition and results of operations.

There can be no assurance that the technology we are currently using through *Sportium*, E-Play24 and Apuesta Total will be successful, or that it will not be rendered obsolete by new technologies and more advanced systems introduced in the industry. In addition, any 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, although we employ several different providers, we depend on third-party technology

providers for the development and maintenance of our systems. Although there is no significant market concentration with respect to such providers, any failure to maintain relationships with them may negatively impact our business, financial condition and results of operations.

The slot machines we design are subject to life cycles. If we are unable to introduce new slot machine models, or to innovate their design and games, or to modify existing games or slot machines to retain or attract customers, or if we introduce unpopular games, our business, financial condition and results of operations could be adversely affected.

During the six months ended June 30, 2025 and the year ended December 31, 2024, we sold 12,042 slot machines for €43.9 million (of which €17.7 million correspond to sales made to companies within the Group) and 22,167 slot machines and gaming kits for €80.1 million (of which €38.8 million correspond to sales made to companies within our Group), respectively, to our Casinos and Slots Spain Business Units, other Casinos and Gaming Halls and bars in the Spanish market. We design all aspects of our slot machine models, from the rules and graphics of the game to computer software and hardware but we outsource their manufacturing, relying on external suppliers. We believe that the relevant components used to assemble our slot machines could be obtained from alternative suppliers, although at a potentially higher cost and with a lower probability of timely delivery, which may adversely affect our business and results of operations.

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 replaced sooner than their mechanical life would require. We also offer gaming kits to convert slot machine cabinets from an old game to a new game, which may prolong the acquisition of a new slot machine but extends the commercial life of such machines. Following their introduction, games installed in our slot machines may peak and then decline in popularity. Therefore, given their short commercial life, constant innovation is critical in the design of slot machines. For instance, most operators of AWP (or Type B) slot machines in Spain replace their slots due to commercial obsolescence every two to four years depending on customers' preference. 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.

Failure to introduce new games or slot machines, to modify existing games or slot machine models, to retain or attract customers as well as the introduction of new games and slot machines that prove to be unpopular could have a material adverse effect on our business, financial condition and results of operations.

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 slot machines less profitable or even obsolete. We cannot assure 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.

Certain industry, market and competitive position data in this Offering Memorandum are our estimates based, in part, on non-public information.

The information contained in this Offering Memorandum related to our industry, the markets in which we operate and our competitive position within those markets that we attribute to Company Industry Sources (as defined below) reflects our estimates, based on our assessment and knowledge of the market and is informed by multiple sources. These sources include both publicly available information and industry publications, as well as confidential third-party sources. These sources include information extracted from a private commercial vendor due diligence report issued by EY Parthenon, publicly available information and information obtained from industry publications and other market research ("*Company Industry Sources*"). In addition, certain information in this Offering Memorandum is derived from information obtained from H2GC, Bloomberg, S&P, BMI (a Fitch solutions company), World Bank and the GSMA Mobile Economy Report.

Third-party industry publications, studies and surveys generally state that the information contained therein has been obtained from sources believed to be reliable, but that the accuracy or completeness of such information is not guaranteed. Further, certain industry information presented in this Offering Memorandum may not be current as it may relate to historical years 2023 and 2022, instead of 2024. For example, some information included in "*Industry*" or "*Business*" dates back to 2022.

While we reasonably believe that each of these publications, surveys and studies has been prepared by a reputable source, we have not independently verified the data contained therein. Likewise, while we reasonably believe that our estimates are reasonable and reliable, they, and their underlying methodology and assumptions,

have not been verified by any independent source for accuracy or completeness and are subject to change. Our estimates are subject to uncertainties and other factors that could cause such estimates to differ materially from (and potentially be worse than) what we have expressly or implicitly assumed or described. They are based on assumptions and other factors the occurrence or non-occurrence of which could cause such estimates to differ materially from or fail to meet the expectations expressed or implied therein. Additionally, forward-looking statements based on such information might not occur and actual results or events may differ materially from those expressed in such statements.

Legal and Regulatory Risks

The gaming industry is subject to extensive regulation and licensing requirements and our business may be adversely affected by our inability to comply with these requirements, regulatory changes and increases in the taxation of gaming, which could result in litigation.

For the years ended December 31, 2024, 2023, and 2022, we spent €7.5 million, €3.7 million and €2.4 million, respectively, to extend, renew or obtain our gaming licenses.

Our operations, including our online businesses, are subject to significant regulation and oversight and require licenses with limited duration from relevant authorities such as gaming regulators and/or government bodies. These regulations, which materially affect the way in which we conduct our business, as well as our revenues and profitability, govern, among other things, permitted games, mandatory payouts and wagered amounts for select products (e.g., slots, Casinos and Gaming Halls) and taxation (as the players in the gaming industry are not only subject to the relevant corporate income tax (CIT) but also to specific gaming taxes). For example, laws and regulations applicable to slot machines in certain of the countries in which we operate (e.g., Spain and Italy), except in Latin America, establish mandatory payouts ranging between 65% and 83% of the amounts wagered by players whereas, no minimum payouts apply to traditional or online gaming tables in the countries where we operate. Further 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.

With regards to slot machines, certain Spanish autonomous regions (each, a "*Region*" and together, the "*Regions*") have passed legislations which establish that no additional licenses for Type B or AWP slot machines may be issued. As a result, for the Group to operate new slot machines in such Regions, it would be necessary to acquire a pre-existing license. Furthermore, some Regions impose specific operational limits and restrictions on Gaming Halls (*salones de juego*), while in others, the issuance of new licenses is currently subject to a temporary suspension.

In Italy, there is a limited number of active AWPs, which can be operated in the country pursuant to applicable gaming laws and regulations; however, there is no specific limit on the number of slot machines that a single company can operate. In this regard, the 2016 Italian Stability Law directed the Italian Treasury to issue a decree aimed at beginning a process of technological improvement and modernization of existing slot machines, which has yet to be completed. Such regulation reduced the number of authorizations for AWPs from 407,323 to approximately 230,000 as of the date of this Offering Memorandum, all of which have been allocated. In relation to VLTs, in 2024, there were approximately 53,600 units operating in Italy and as there is currently no legal cap on the number of VLTs that can be granted by the ADM, a regulatory proposal currently under discussion aims to reduce the number of AWPs and VLTs in operation to 200,000 and 45,000, respectively, which may impact our future growth in Italy, as this is the first time that a limit on VLTs will be established. Our Italian land-based concessions and licenses were extended from December 31, 2024 until December 31, 2026. Our Italian land-based gaming concessions have historically been extended by the Italian government further to their expiry subject to payment of an extension fee, which for the extension granted from January 1, 2025 to December 31, 2026, will amount to €11.4 million for VLT and AWP licenses, collectively for these two years, and €648,000 for our two bingo licenses (for these two years) to be paid in three installments per year.

The extension of the term of bingo concessions granted by the Italian legislator in 2017 against payment of an increased fee was challenged in court by certain Italian gaming operators, which claimed that the fee increases that were paid in order to extend the term of the concessions should be refunded. See "*Regulation—Italy.*" On March 20, 2025, the Court of Justice of the European Union (the "*CJEU*") issued a decision (C-728/22, 729/22 and 730/22) stating that, according to Directive 2014/23/EU, any material change in concessions (including the extension of the final term) cannot be made without a prior public tender. However, the CJEU also stated that the extension itself (and not just the extension fee) would have to be disapplied in its entirety. It is now up to the Italian courts to apply the decision of the CJEU and to decide its consequences (i.e., whether operators

are entitled to a refund of the increased fees without also terminating the effect of the extension). The hearing before the Council of State was held in July 2025 and no decision has been rendered yet. Accordingly, as of the date of this Offering Memorandum, the amount of compensation (if any) to be received by Italian gaming operators cannot be estimated and the impact on the terms of bingo concessions cannot be predicted. Based on similar grounds to those mentioned above, Italian gaming operators challenged in court the extension of the term of AWP and VLT concessions granted by the Italian legislator against payment of an increased fee pursuant to the Italian Budget Law for 2023 and 2025. On May 31, 2024, the Italian court made several requests to the CJEU for a preliminary ruling, which stayed the proceeding until the CJEU issues its decision on the Requests C-728/22 to 730/22. Although the proceeding is currently ongoing, it is possible that the same principles informing the aforementioned decision issued by CJEU will be applied to it.

As to online gaming concessions, on December 17, 2024, the Italian government issued a new tender offer for a nine-year period to be awarded against a payment of €7 million for each concession. On September 17, 2025, E-play24 was awarded three online licenses. By October 22, 2025, the companies awarded online gaming concessions are required to submit the signed concession to the ADM along with the documentation required by the tender rules. In any case, within six months of the award of the concession, the party awarded the concession must proceed with the effective activation of the game in accordance with the procedures set out in the technical rules of the tender. The current operators were able to request from the Italian Government a technical extension of the old online gaming concessions until November 12, 2025, pending the entry into force of the new concessions. Although our Italian gaming concessions have historically been extended by the Italian government subject to payment of an extension fee, we cannot guarantee that our Italian subsidiaries will be able to successfully and timely renew their land-based gaming concessions after December 31, 2026 and online gaming concessions after November 2034. We face uncertainty of being awarded new concessions if a new public tender process is initiated. Failure to renew our Italian concessions could have a material adverse effect on our business, financial condition and results of operations.

Similarly, Panama's Decree Law No. 2 of 1998 limits the number of Type A Casino 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). As of June 30, 2025, we owned a total of 40 Type A Casino licenses in Panama (although only 34 of these licenses are being operated), of which, 23 Type A Casino licenses are operated within the "designated area." Each license is granted for a 20-year term and requires a one-off payment for the amount stated and does not require additional periodic payments during their term of validity. Pertaining to such limitation, the operation of our Type A Casino licenses in Panama in the "designated area" was challenged by a competitor and is currently subject to an ongoing judicial proceeding. See "*Business—Litigation—Challenge over the number of Type A licenses we hold in Panama*." Obtaining or renewing licenses in Panama requires the filing of an application with the Gaming Control Board (*Junta de Control de Juegos*) including technical, corporate and financial information of the applicant and an extensive supervisory process involving multiple regulatory bodies. Further, we are required to obtain permissions and licenses to operate our online gaming business. As of the date of this Offering Memorandum, the cost to renew online, Type A Casino and Casino licenses is $50,000, $500,000 and $1,000,000, respectively. Each of the 42 total licenses we own in Panama have a term of 20 years. Of these 42 licenses, 27 licenses will expire in 2038, the license for the Majestic Casino will expire in 2043, the license for the Casino in La Chorrera will expire in 2042 and the remaining will expire in 20 years from their effective date (from 2034 to 2042). This implies that, provided that the cost of the licenses remains the same, the renewal of our licenses would amount to $13,500,000 for the licenses that expire in 2038, $2,000,000 for the Majestic Casino and the Casino in La Chorrera expiring in 2043 and 2042, respectively, and $6,500,000 for the rest of licensing expiring in 20 years from its effective date, which jointly constitute an aggregated amount of $22 million. See "*Business—Operations and Activities—Our Business Units—Casinos Business Unit—Casino Operations by Country*" for further information on the term of each license.

Considering the amounts mentioned above, for the year ended December 31, 2024, we paid $500,000 per Type A Casino license ($1,500,000 for three Type A Casino licenses in total) and $1,000,000 per Casino license (corresponding to the license of the Casino in La Chorrera of Alma de Panama Oeste, S.A.), and therefore, the total cost for the renewal of licenses owned by the the Group in Panama for the same year amounted to $2.5 million. In the six months ended June 30, 2025, no amounts have been disbursed in relation to the renewal or granting of new licenses except for the Majestic Casino payment (i.e., $1,000,000), although the license for the Majestic Casino was renewed in 2023. See "*Regulation—Panama.*"

Finally, in Colombia, all games of chance, including Casinos, are highly regulated. Generally, in Colombia there are no national restrictions on the opening of new Casinos. However, local zoning regulations may impose additional conditions, such as minimum distances from educational or religious institutions. In Medellin, for instance, Casinos may only operate within hotels or shopping centers, in accordance with local

planning regulations. As a consequence of these restrictions, we vacated one of our Casino premises in July 2023 and we do not currently plan to open any new Casino.

Failure to maintain these licenses could negatively impact our financial condition and results of operations. See "*Business—Operations and Activities—Our Business Units*" for information regarding the expiration of licenses with respect to our different Business Units. We work with third-party advisors and service providers to establish the necessary systems, controls and procedures to ensure that we are, and will be, in compliance with applicable rules, laws and regulations and have technical systems and controls in place in such countries to ensure that we do not offer our gaming products and services into certain restricted jurisdictions. Failure to comply with such rules, laws and regulations could place us in breach of licenses or key contracts or result in proceedings and/or fines and penalties that may adversely affect our financial condition and results of operations. In addition, the fact that our activity is heavily regulated and therefore requires licenses, conveys a material limitation to our capacity to expand to new jurisdictions.

Gaming authorities, governments or other regulatory bodies set out requirements to be granted a license or a permit (including, for instance, sizeable performance bonds, which for the Group amounted to €167.9 million and €164.1 million for the six months ended June 30, 2025 and the year ended December 31, 2024, respectively, or qualifications to be a game operator, a network manager, have corporate legal residency in the relevant jurisdiction and provide corporate disclosure) and 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.

In Spain, gaming regulations generally demand the holder of a gaming authorization or license to deposit a performance bond (the type of bond and the amount is set in the relevant regulations) to guarantee compliance with the obligations set forth in the relevant authorization or license, payment of prizes and fees, liabilities resulting from sanctioning proceedings, etc. If the relevant amounts are not paid by the operator within the term set in the regulations, the authorities will be entitled to seize the bond.

In Italy, we were involved in protracted litigation since 2007 with respect to the conduct of our Italian slot network operations with the Italian Court of Public Auditors (*Corte dei Conti*) and the *Amministrazione Autonoma Monopoli di Stato* (the Italian gaming regulator, now replaced by *Agenzia delle Dogane e dei Monopoli*) (the "*ADM*"). See "*Business—Litigation—ADM determination*." Moreover, 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 due to political changes and/or economic declines. Furthermore, in Mexico, 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, dice 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 up to 15 years (if the term of the permit exceeds 15 years) and will be eligible to renew their gaming permits beyond such period or to apply for new permits. However, the renewal or the new permits will allow the installation of traditional bingo halls and sports betting corners only, excluding slot machines and gaming tables. Conversely, on May 10, 2024, the District Court Judge in Mexico City issued a favorable ruling for our subsidiary, stating that it could continue operating under the previous regulatory regime; a Circuit Court of appeals upheld the decision. As a result, when our Mexican subsidiary's current licenses expire, we will be able to renew them for an additional 15 years under the previous regulatory framework. This means that, in the case of the installations which operated under our pre-existing licenses, we can continue operating slot machines and gaming tables as before. Any new licenses obtained in the future, however, will be subject to the restrictions introduced on November 16, 2023, and will not permit betting activities involving slot machines, playing cards, dice or roulettes. Despite the favorable ruling, there may still be a risk of delays in the renewal of our gaming licenses, which could result in us operating our businesses without valid licenses and being subject to fines and penalties, including the temporary or final closure of our facilities.

Upon the expiration of a license, a regulator could decide that the new license will in the future be available to multiple licensees, even if the previous license was exclusively granted to us. Renewing a license can be costly and time consuming, and existing licenses may not be renewed upon their expiration on favorable terms or at all. 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 because of a breach of terms.

If we are not able to promptly renew our licenses and concessions, or if our licenses and concessions are revoked, or if we are not able to obtain new licenses and concessions once the current ones expire and a new tender is launched, we may not be able to operate our business in the relevant jurisdiction or we may be subject to sanctions and penalties, which could impact the revenues we generate from that business and may have a material adverse effect on our financial condition and results of operations.

In addition, the profitability of slot machines and the Italian slot machine sector has declined since 2012, after the Italian government executed several increases in taxation throughout the gaming sector, including a series of hikes of the gaming turnover tax (*Prelievo Erariale Unico)* ("*PREU*"). Effective January 1, 2021, PREU increased to 8.6% of the collected bets (with a minimum payout of 83%) for VLTs, and to 24% of the collected bets (with a minimum payout of 65%) for AWPs. While we regularly work to reassess and renegotiate the terms of our slot machine and VLT service contracts with site operators 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. If we are unable to effectively mitigate the impact of such tax increases, our results of operations may be negatively impacted. Future increases in national or regional taxation of slot machines and Gaming Halls could also affect our profitability. With reference to access control measures for vulnerable groups in the upcoming regulations in Italy, there are specific provisions (confirming or enhancing the existing measures) regarding access control measures for vulnerable subjects in off-line and online gaming such as: limits on bets and winning (currently existing only with reference to slots and online gaming), mechanisms for self-exclusion from gaming and requirements for identification by valid ID for players that must be adults.

New taxes imposed to gaming activities could impact the revenues we generate and may have a material adverse effect on our financial condition and results of operations. For example, in Peru Law, No. 31557, enacted in 2022, introduces the tax on online games and online sports betting (the "*Peruvian Online Gaming Tax*"), and the selective consumption tax ("*Selective Consumption Tax*"). The Peruvian Online Gaming Tax applies to operators of online gaming and betting technology platforms, with a rate of 12% per month on a taxable base that is calculated separately for each platform. This base is equivalent to 98% of the monthly net income, considering as income money and bonuses applied to each game or bet, and as expenses the returns and prizes credited to players. Effectively, it is a tax levied on the net income of the operator, reflecting its effective profit after paying prizes. On the other hand, the Selective Consumption Tax also applies to remote games and betting, but is levied on the total amount of money and bonuses applied to each game or bet, without deducting prizes or returns. Currently, the Selective Consumption Tax rate is 1%.

Moreover, the approval or implementation of new measures under the current regulatory framework may pose substantial risks for us. For example, several Regions in which we operate are enacting or considering regulations that would require the installation and/or modification of access control systems at gaming venues (such as Gaming Halls). Pursuant to Royal Decree 958/2020, most of the Regions have either enacted or are expected to enact regulations that include, among other provisions, limitations on physical advertising within gaming establishments, restrictions in promotional discounts for new players, requirements for Type B (AWP slot machines in our Slots Spain Business Unit) and Type C (casino-type slot machines in our Casinos Business Unit) to connect to activity registry systems, or prohibitions relating to financial assistance and money lending and the presence of ATMs at gaming premises.

These measures aim to prevent problematic and disruptive gambling behavior. Additionally, Royal Decree 176/2023, of March 14 ("*Royal Decree 176/2023*") imposes stricter "responsible gaming" obligations for online gaming and betting operators, which mandate protective measures for customers with intensive gambling activity, as well as for vulnerable groups and young participants. These include prohibiting minors and certain disabled people from participating, and providing information and providing tools to help players control their gambling activity and preventing addiction. These measures complement existing daily, weekly and monthly spending limits for online players established under Royal Decree 1614/2011 of November 14, 2011. Any failure by us to implement these new measures may have an adverse impact on our Spanish operations. If such regulations introduce additional limitations on the amounts or timing in which our customers can make use of our services, our revenues and profitability may be affected. In addition, these measures will entail expenses that cannot be estimated with certainty as of the date of this Offering Memorandum. See "*Regulation*."

We are subject to taxation, including taxation specific to the gaming industry, which is complex, significantly onerous 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. Although we have not received any material penalties or surcharges from tax authorities during the historical period under review in this Offering Memorandum, any disagreements in the future 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 and through the Inclusive Framework on a global consensus solution to reform the international corporate tax system via a two-pillar plan agreed in 2021 ("*BEPS 2.0*").

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 through the transposition of European directives and multilateral instruments.

BEPS 2.0 has two parts, known as Pillar I and Pillar II, which seek to address the tax challenges arising from the digitalization of the economy, and target large multi-national enterprises ("*MNE*").

Pillar I aims to first introduce a mechanism for the reallocation of taxing rights (called Amount A) over a portion of the residual profits of the largest and most profitable MNEs to market jurisdictions, i.e., jurisdictions in which goods or services are supplied or consumers are located. In October 2023, the Multilateral Convention to Implement Amount A of Pillar I ("*MLC*") was released with the aim of coordinating this reallocation of taxing rights. The text of the MLC is not yet open for signature. In addition, Amount B of Pillar I aims to standardize the remuneration of related party distributors that perform baseline marketing and distribution activities in a manner that is aligned with the arm's length principle. The OECD/G20 Inclusive Framework will approve and publish a final Amount B report, which will be is incorporated into the OECD Transfer Pricing guidelines. For in-scope structures, these measures may affect returns to the Issuer and/or the holders of the Notes.

Further to action 1 of the BEPS project, in December 2021, the OECD published final model rules for a global minimum tax (the "*GloBE Rules*"), which aim to ensure that large 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%. Directive (EU) 2022/2523 of the Council of the European Union 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 creates the framework for the GloBE Rules, establishes common measures for the minimum effective taxation of MNE group and targets 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 i.e., investment entities that are ultimate parent entities and certain entities owned by these excluded entities. The Luxembourg law of December 22, 2023 implements Directive 2022/2523 by providing for an income inclusion rule, an undertaxed profit rule, and a qualified domestic minimum top-up tax rule. Most provisions apply to tax years starting on or after December 31, 2023. The provisions on the undertaxed profit rule apply to tax years starting on or after December 31, 2024. Although the income tax rates levied by the majority of the jurisdictions where the Group operates are currently above the minimum rate of 15%, there is no assurance that effective tax rates as well as costs of tax compliance may increase as a result of such laws.

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 Spain and Luxembourg, have signed the MLI. Spain ratified the MLI on September 28, 2021 and Luxembourg on March 7, 2019. As a result, the MLI entered into force for Spain on January 1, 2022 and for Luxembourg on August 1, 2019. Its application in accordance with the double tax treaty concluded by Spain or 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 Spain or Luxembourg may affect returns to the Group and 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 and the law of December 20, 2019 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.

In addition, the Business in Europe: Framework for Income Taxation ("*BEFIT*") is a European Commission proposal for a directive published on September 12, 2023, intended to produce a comprehensive solution for business taxation in the EU. BEFIT aims to introduce a common set of rules for certain targeted EU companies to calculate their taxable base while ensuring a more effective allocation of profits between EU countries. BEFIT has the potential to alter taxing rights with the EU, there is no certainty that this directive will enter into force as EU Member States instead suggested the possibility of giving priority to discussions only on certain specific parts of the proposal.

In addition, there are risks that new gaming taxes on slot machines and/or other gaming activities may be introduced or more stringent regulations may be enacted. For the year ended December 31, 2024, gaming taxes represented 28.7% of the Group's net operating revenue. Any increase in taxes or regulatory changes could increase our associated costs and could have a material adverse effect on our results of operations. For example, the corporate tax income paid in Colombia by the Group's subsidiaries amounted to COP124,372.7 (approximately €26.9 million) and COP96,847.8 (approximately €21.8 million) for the years ended December 31, 2023 and 2024, respectively. 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, financial condition, results of operations, and prospects. In addition, in Peru, new taxes on online games and online sports betting and on gaming activities have been recently enacted. See "*—The gaming industry is subject to extensive regulation and licensing requirements and our business may be adversely affected by our inability to comply with these requirements, regulatory changes and increases in the taxation of gaming, which could result in litigation.*"

In addition, under the terms of the FATCA Law and CRS Law (as defined herein), the Issuer is likely to be treated as a Luxembourg Reporting Financial Institution. As such, the Issuer may require all holders of Notes to provide documentary evidence of their tax residence and all other information deemed necessary to comply with the above-mentioned regulations. 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 Notes held by holders 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 February 18, 2025 is composed of American Samoa, Anguilla, Fiji, Guam, Palau, Panama, Russia, Samoa, Trinidad and Tobago, 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.

EBIT, EBITDA and other non-IFRS measures included in this Offering Memorandum are presented for illustrative purposes and our actual results of operations may differ.

We have presented in this Offering Memorandum certain non-IFRS measures including EBIT, EBITDA, OpFCF, FOCF, FCF, OpFCF Cash Conversion and FOCF Cash Conversion metrics. Such metrics 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, OpFCF, FOCF, FCF, OpFCF Cash Conversion, FOCF Cash Conversion and other non-IFRS measures 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.

Such non-IFRS measures 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 non-IFRS measures 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.

The non-IFRS measures included in this Offering Memorandum do not reflect events that may occur in the future, including contributions from acquisitions. For further information, see the presentation of EBIT, EBITDA, OpFCF, FOCF, FCF, OpFCF Cash Conversion, FOCF Cash Conversion and other metrics 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.

The Group has a significant amount of intangible assets and goodwill which, in aggregate, amounted to €2,537 million as of December 31, 2024 representing 67.8% of the Group's total assets.

For the years ended December 31, 2023 and 2024, the sum of the Group's goodwill and other intangible assets amounted to €2,404 million and €2,537 million, respectively, representing 67.4% and 67.8% of the Group's total assets, respectively. For the years ended December 31, 2024, 2023 and 2022, the amortizations of intangible assets amounted to €195.6 million (9.1% of the Group's net operating revenues), €167.7 million (8.4% of the Group's net operating revenues) and €163.5 million (9.6% of the Group's net operating revenues), respectively. For the years ended December 31, 2022 and 2024, we recognized no impairments, whereas during the year ended December 31, 2023, we recognized an impairment of €5.6 million (due to prudent estimates on future cash flows from our online gaming operations in Mexico and Panama). For the years ended December 31, 2022 and 2023, we recognized no impairment on goodwill, whereas for the year ended December 31, 2024, we recognized an impairment of €9.0 million. For the year ended December 31, 2022, we recognized no impairment on intangible assets, whereas for the years ended December 31, 2023 and 2024, we recognized an impairment on intangible assets of €5.1 million and €0.9 million, respectively.

The parameters and information used to assess the recoverability of the Group's goodwill (including the estimate of expected cash flows and discount rates) are influenced by the macroeconomic and market situation, the regulatory framework and the subjectivity of certain forecasts of future events and, therefore, could experience changes that were not foreseeable when the unaudited interim condensed consolidated financial statements as of and for the six months ended June 30, 2025 as well as the Special Purpose Consolidated Financial Statements were prepared, which could require that goodwill and other intangible assets be written down in the future. Unforeseeable adverse changes could require writing down goodwill and, potentially, other assets in the future and any such write-downs of goodwill and other intangible assets could adversely affect the Group's results of operations and cash flow. As of the date of this Offering Memorandum, there were no indicators that intangible assets, including goodwill, may be impaired.

Certain financial information and metrics in relation to periods prior to the historical period under review in this Offering Memorandum are presented for illustrative purposes only, were not derived directly from the Company's financial statements, have been adjusted and have not been audited nor approved by the board of directors of the Company.

For the purpose of illustrating the long-term evolution of the Company, we have included in this Offering Memorandum historical financial information relating to financial years prior to the year ended December 31, 2022 and which, therefore, is not derived from the Special Purpose Consolidated Financial Statements or the Interim Condensed Consolidated Financial Statements. Examples of such information include, among others, net operating revenue, EBITDA or EBITDA margin figures for financial years prior to 2022. Additionally, certain statements on revenue growth at constant perimeter and exchange rate, on the evolution of the guidance published in the context of our bonds issuances, on the EBITDA growth of the companies we acquired compared to their EBITDA for the year prior to the acquisition by Cirsa are also included in the Offering Memorandum. Investors are cautioned that financial information relating to financial years prior to the year ended December 31, 2022 has not been audited and that the related financial statements (or any other financial statements prior to those relating to the financial year ended December 31, 2022) have not been included in or incorporated by reference into this Offering Memorandum.

Instead, such financial information (which includes financial information for the years ranging from 2005 to 2021) is derived from the accounting records of certain subsidiaries or other companies of the Group. In addition, certain financial information for the years ranging from 2005 to 2021 may have been adjusted such that it is not derived directly from the Group's or any subsidiaries' financial statements and such information has not been audited or reviewed by the Group's auditors and should not be considered in isolation. Furthermore, such information has not been approved by the board of directors of the Company or any other corporate body. The Company is responsible for the preparation of the financial information presented for the years ranging from 2005 to 2021. The Company cannot assure that any of the assumptions and adjustments that it has made in compiling such information are accurate. Accordingly, investors are cautioned not to place undue reliance on such information.

Risks Related to the 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 Cirsa Gaming, the 2028 Fixed Rate Notes Proceeds Loan and the 2029 Notes Proceeds Loan between the Issuer and the Company are likewise classified as subordinated claims of Cirsa Gaming.

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 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 2028 Fixed Rate Notes Proceeds Loan and the 2029 Notes Proceeds Loan. The Issuer is dependent upon the cash flow from the Group's operating companies to meet its obligations under the Notes. The Group's operating companies intend to provide funds to the Issuer in order for the Issuer to meet its obligations under the 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 Notes, the Issuer will not have any other source of funds that would allow it to make payments to the holders of the 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 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 Notes have no obligation to make payments with respect to the 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 Gaming nor any of its subsidiaries in Spain will be, nor any of Cirsa Gaming's non-Spanish subsidiaries may be, able to provide any guarantee or security in respect of amounts that exceed the value of the Existing Notes and the Notes (and any additional notes) so long as they do not infringe Spanish financial assistance laws, and the Guarantees of, and the Collateral granted by, such entities will not apply to, or secure, those obligations or liabilities which, if guaranteed, or secured, 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 bears, and our 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 Credit 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 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 after June 30, 2023 and all U.S. dollar LIBOR synthetic settings have ceased as of September 30, 2024. Since, U.S. Dollar LIBOR has been effectively replaced by SOFR (the Secured Overnight Financing Rate published by the Federal Reserve in the U.S.). 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 may: (i) discourage market participants from continuing to administer or contribute to a regulated benchmark (such as EURIBOR); (ii) trigger changes in the rules or methodologies used for the benchmark or (iii) lead to the disappearance of the benchmark. Any proposal to cease the determination or publication of any 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 will provide that, in the event that the Issuer determines that EURIBOR 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, 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 applicable adjustment spread) as identified by the Issuer in consultation with an independent financial advisor appointed by the Issuer. Such successor rate, provided that certain notifications have occurred in accordance with the Indenture, will be binding for the Calculation Agent and the holders of the Floating Rate Notes. However, if such notifications are not delivered in accordance with the Indenture, the Issuer's independent financial advisor shall notify the Trustee, the Calculation Agent and the holders of the Floating Rate Notes of an appropriate alternative successor rate (and any applicable adjustment spread), that has replaced EURIBOR in customary market usage, and such decision will be binding on the Issuer, the Calculation Agent and the holders of the Floating Rate Notes. Any alternative successor rate adopted pursuant to the above will in all cases never be less than 0.0%.This means that interest on the Floating Rate Notes could be determined by the Issuer and/or a financial advisor appointed at its sole discretion on the basis of a benchmark rate, together with adjustments, that was not contemplated at the time you purchased the Floating Rate Notes issued on the Issue Date. The Indenture may require the exercise of discretion by the Issuer and/or its financial advisor 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 Notes will mature after a substantial portion of our other indebtedness, including the Revolving Credit Facility, the 2028 Fixed Rate Notes and the 2029 Notes.

Our Revolving Credit Facility will mature on December 15, 2029. 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 Notes. Accordingly, we will be required to repay substantially all of our other creditors, including the 2028 Fixed Rate Notes and the 2029 Notes before we are required to repay the principal of the Notes, and, as a result, may not have sufficient cash to repay all amounts owing on the 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 Notes. Holders of the Notes will not control decisions regarding the Collateral in certain circumstances.

The obligations of the Issuer under the Existing Notes are, and the obligations of the Issuer under the 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 2023 Indenture also permits, and the Indenture will 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 Notes. As such, in the event of a foreclosure of the Collateral or certain distressed disposals, holders of the 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 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 Notes, including the Existing 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 Notes and such other *pari passu* obligations, including the Existing 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 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 Existing Notes, and will serve as security agent for the Notes and any additional debt secured by the Collateral permitted to be incurred by the 2023 Indenture, or that will be permitted to be incurred by the 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 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 will be 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 Notes, including the Existing Notes and lenders or creditors under certain other indebtedness permitted to rank *pari passu* with the Notes, as set out in the relevant documents governing such debt ranking *pari passu* with the Notes, including as will be 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 amount of such indebtedness) whose principal amount outstanding under the Notes and such indebtedness ranking *pari passu* with the 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 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 2028 Fixed Rate Notes and holders of the 2029 Notes may have interests that are different from the interests of holders of the 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 Notes to do so.

In addition, if the Security Agent proceeds against the Collateral in accordance with the Intercreditor Agreement, claims under the 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 Notes.

The Existing Notes are, and the 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 Notes to the extent permitted by the terms of the Indenture, the 2023 Indenture, the Revolving Credit Facility and the Intercreditor Agreement. The rights of the holders of the 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 Notes. Holders of the 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 Notes. No appraisals have been prepared by or on our behalf in connection with the issuance of the 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 Notes may not be sufficient to satisfy, and may be substantially less than, amounts due on the 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 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 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 Cirsa Gaming incorporated in Spain will be limited to the value of the Existing Notes and the Notes (and any additional notes) so long as they do not infringe Spanish financial assistance laws, 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 Cirsa Gaming incorporated in Spain may also apply to subsidiaries of Cirsa Gaming not incorporated in Spain. The Indenture will limit all security over the Collateral granted by the subsidiaries of Cirsa Gaming incorporated in Spain (and such limitation may be applicable to all security over the Collateral granted by the subsidiaries of Cirsa Gaming 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 Notes.

The Collateral securing the Notes will be subject to any and all exceptions, defects, encumbrances, liens and other imperfections permitted under the Indenture, the 2023 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 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 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 Cirsa Gaming incorporated in Spain will be limited to the value of the Existing Notes and the Notes (and any additional notes) so long as they do not infringe Spanish financial assistance laws, 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 Cirsa Gaming incorporated in Spain may also apply to subsidiaries of Cirsa Gaming not incorporated in Spain. The Indenture will limit all security over the Collateral granted by the subsidiaries of Cirsa Gaming incorporated in Spain (and such limitation may be applicable to all security over the Collateral granted by the subsidiaries of Cirsa Gaming 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 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 will contain 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 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 Notes will not be granted directly to the holders of the 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 Notes. The Indenture will provide (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 Notes will not have direct security interests and will not be entitled to take enforcement action in respect of the Collateral securing the 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 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 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 Notes nor the guarantee obligations of any other guarantor of the Notes. Therefore, such security interests are indirectly limited through the customary provisions that will be included in the Indenture and are included in the 2023 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 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 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 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 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 Notes might not be able to recover any amounts in respect of such security interests.

Furthermore, holders of the 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. Additionally, the enforceability of a share pledge may be subject to the limitations on transferability of the shares set out under the applicable law of the relevant jurisdiction and/or the by-laws of the relevant entity. There is some uncertainty under the laws of certain jurisdictions as to whether obligations to beneficial owners of the Notes that are not identified as registered holders in a security document will be validly secured.

The Spanish Companies Act under section 160(f) provides that the general shareholders' meeting is the responsible body (*competencia de la junta general*) for decisions on matters involving the "acquisition, disposal or transfer" of a company's essential assets. Assets are considered essential when, *inter alia*, the amount of the transaction exceeds by 25% the value of the company's assets as shown in the latest approved balance sheet. In the absence of sufficient and conclusive case law (*jurisprudencia*), Spanish scholars (*doctrina*) have not reached a consensus at the time of this issuance as to whether the establishment of encumbrances or liens on essential assets of a company (such as pledges or mortgages) shall be deemed to be an act of "disposal" for the purposes of section 160(f) of the Spanish Companies Act and thus, fall within the scope of the aforementioned section, requiring a general shareholders' meeting for approval. Potential interpretation that such establishment does not fall within the scope of the aforementioned section would allow for the management body of the company (instead of the general shareholders' meeting) to decide on such matters. The Spanish Supreme Court treated this topic *obiter dicta,* namely no binding precedent was established, on its ruling 1045/2023, which set out that the granting of the security may fall within the scope of the aforementioned section. In particular the court argued that: "*In principle, this would not include financing transactions unless they involve, even if only by way of security, the possibility of disposing of significant company's assets. In any case, even if it were understood that, exceptionally, some financing transactions could fall within such article, this would not be the case for transactions carried out within the ordinary business of the company or those aimed at obtaining the resources necessary for the performance of any activity comprised in the company's corporate purpose. Therefore, if we were to accept that financing transactions may in certain cases fall within the scope of this article, the resolution of the shareholders' meeting would only be necessary when the financing transaction would jeopardize the company's viability or substantially modify the performance of its activity (or the way in which its corporate purpose is carried out), or when it would profoundly alter the initial risk calculation of the shareholders or their position of control. It is therefore necessary to consider the specific circumstances of the transaction in order to decide whether the general shareholders' meeting is required."* No further case law or conclusive case law (*jurisprudencia*) has addressed this topic. In this regard the execution of the Collateral by us has not been submitted to the deliberation and approval our general shareholders' meeting. The consequences of the lack of a general shareholders' meeting resolution—in the cases in which Article 160 paragraph (f) of the Spanish Companies Act is deemed applicable—are also uncertain, as the absence of an express legal provision has led to two different interpretations by Spanish scholars. While some scholars argue that the transaction should remain valid in order to protect third parties who acted in good faith and without gross negligence, others consider that a transaction carried out in breach of this Article should be null and void.

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 Notes.

There are circumstances other than repayment or discharge of the Notes under which the Collateral securing the 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 Notes will share in the Collateral securing the Notes ratably with the holders of the Existing 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

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 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 will permit the release and retaking of security granted in favor of the 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 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 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 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 Notes may not be perfected with respect to the claims of the 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 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*."

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

The Notes will be denominated in euro. If investors measure their investment returns by reference to a currency other than euro, an investment in the 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 Notes below their stated coupon rates and could result in a loss to investors when the return on the Notes is translated into any such other currency. Investments in the 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 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 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 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 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 Notes. In the event that any one or more of the Issuer, the Guarantors, any future guarantors of the 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 Notes under the Guarantees or the rights of holders of the Notes under the relevant Collateral for the 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 will govern 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 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 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 Notes or the security interests granted by it or the relevant security provider, (ii) direct that the holders of the 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 a 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 Notes constituted preferences, fraudulent transfers or conveyances on other grounds.

The liability of each Guarantor under its Guarantee of the 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 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 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 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 Notes. To the extent a Guarantee is voided as a fraudulent conveyance or held unenforceable for any other reason, the holders of the 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 will 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 in this Offering Memorandum, and are not required to do so in the future under the 2023 Indenture, and we will not be required to do so in the future under the 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 Notes upon a change of control.

The Indenture will contain 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 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 2023 Indenture, which will require us to offer to repurchase all outstanding Existing Notes, 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, the 2023 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 Notes, the outstanding Existing Notes or that the restrictions in our Revolving Credit Facility Agreement, the Indenture, the 2023 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 Notes or the 2029 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 Notes or the Existing 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 that will be contained in the Indenture may not necessarily afford you protection in certain circumstances.

The change of control provision that will be 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 will be defined in the Indenture. Except as described under "*Description of the Notes—Repurchase at the Option of Holders—Change of Control*," the Indenture will not contain provisions that would require the Issuer to offer to repurchase or redeem the 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 will 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 will include 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 Notes.

The 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 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 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 Notes under the Indenture.

Unlike the holders of the 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 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 Notes.

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

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

Future trading prices for the 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 Notes. The liquidity of a trading market for the 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 Notes may attract different investors and this may affect the extent to which the Notes may trade. It is possible that the market for the Notes will be subject to disruptions. Any such disruption may have a negative effect on you, as a holder of the 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 Notes. If no active trading market develops, you may not be able to resell your holding of the Notes at a fair value, if at all.

Although application has been made for the 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 Notes will remain listed on the Official List of the Luxembourg Stock Exchange. Although no assurance is made as to the liquidity of the Notes as a result of the listing, the delisting (whether or not for an alternative admission to listing on another stock exchange) of the Notes, as applicable, from the Official List of the Luxembourg Stock Exchange may have a material adverse effect on a holder's ability to resell the Notes, as applicable, in the secondary market.

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

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

The 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 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 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 Notes to ensure that their offers and sales of the Notes within the United States and other countries comply with applicable securities laws.

The interests of the holders of the Fixed Rate Notes, the Floating Rate Notes and any additional notes issued under the Indenture from time to time may be inconsistent.

The Fixed Rate Notes and the Floating Rate Notes will be issued pursuant to a single 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 Notes. Each series of Notes will have a different interest rate, call schedule and call protection and will have other features that will differ from the other series of 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 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 Notes.

Risks Related to our Structure

The interests of Blackstone and other shareholders may conflict with your interests as a holder of the Notes.

The interests of the Group's controlling shareholder, Blackstone or the other Blackstone entities or other minority shareholders may conflict with yours as a holder of the Notes, particularly if the Group encounters financial difficulties or is unable to pay the Group's debts when due. Blackstone has a significant majority ownership in the Company and is able to control all matters submitted to the shareholders meeting of the Company for approval, which may be approved with the sole vote of by Finco 2, an indirect holding company controlled by Blackstone, and Blackstone is able to affect, indirectly through its proprietary directors, among others, corporate actions, the composition of the board of directors of Company, changes in the Company's issued share capital, the distribution of dividends, the approval of the remuneration policy, the approval of incentive plans for directors and senior managers, the adoption of amendments to the bylaws, the execution of mergers or other business combinations and the acquisition or disposal of substantial assets. In addition, Blackstone, given that it holds more than 50% of the Company's voting rights, can decide the appointment of all the members of the Group's board of directors and, indirectly, influence the appointment of new officers and management and, therefore, continues to have significant influence over the Company's management and affairs.

Blackstone is in the business of making investments in and providing financing to companies and may from time to time acquire and hold interests in businesses that compete directly or indirectly with us, or act as our lenders, customers and suppliers. In addition, companies owned by Blackstone may, in the future, own other businesses that compete directly or indirectly with ours or do business with us, or may make decisions or engage in transactions which might otherwise directly or indirectly adversely affect our business, including trading in our securities, acting as lenders, counterparties or clients. Although the board of Cirsa approved a general policy in June 2025 in connection with conflicts of interest and related party transactions, there is no agreement between Cirsa and its shareholders relating to the management of conflicts of interest. There can be no assurance that the interests of our significant direct and indirect shareholders will coincide with your interests as a holder of the Notes or that our significant direct and indirect shareholders will act in a manner that is in our best interests, which could adversely affect our business and have a material adverse effect on our business, results of operations, financial condition, cash flows and prospects and those of our other shareholders. Additionally, it may be the case that future actions of the companies owned by Blackstone (or in which it holds interests) or any of their affiliates could have a material adverse effect on our business, results of operations, financial condition, cash flows and prospects and those of our other shareholders. The purchase agreement between the Issuer and the Initial Purchasers will not restrict the ability of the funds and the affiliates of Blackstone or other shareholders to buy or sell the Notes in the future, and as a result, Blackstone or other shareholders may buy or sell Notes in open market transactions at any time following the consummation of the Offering.

The obligations associated with being a public company involve significant expenses and require significant resources and management attention, which may divert from the Group's business.

As a result of the Cirsa IPO, Cirsa is a publicly listed company on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges and, as such, Cirsa and the Group in general, are required to comply with additional rules and regulations, which have resulted and will continue to result, in the Group incurring substantial legal and financial compliance costs and have made, and will continue to make, some activities more time-consuming and costly. The attention of the Group's management may be diverted from other business concerns which could have a material adverse effect on its business, financial condition and results of operations. The Group may need to hire more employees in the future, which will increase its costs and expenses. Furthermore, as it grows its business or conducts further acquisitions, its internal controls will become more complex and it may require significantly more resources to ensure its internal controls overall remain effective. As a result of becoming a public company, Cirsa may need to increase the number of independent directors and adopt policies regarding internal and disclosure controls and procedures. Effective internal controls are necessary for the Group to produce reliable

financial statements and are important to prevent financial fraud. Failure to implement required new or improved controls, or difficulties in their implementation, could harm the Group's operating results or cause it fail to meet its reporting obligations.

In addition, Cirsa's operation as a public company could make it more difficult and/or more expensive for the Group to obtain director and officer liability insurance, and it may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. Consequently, it may be challenging for the Group to attract and retain qualified professionals to serve on Cirsa's executive positions.

The 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 Notes and will provide guarantees with respect to the Notes. As of and for the six months ended June 30, 2025, the Guarantors represented 31.1% of the Group's revenue, 43.5% of the Group's EBITDA (excluding the negative EBITDA of the Company and certain other subsidiaries) and 32.5% of the Group's total assets (excluding goodwill assets). As at June 30, 2025, after giving effect to the Cirsa IPO and the Refinancing Transactions, the Company's subsidiaries that will not guarantee the Notes would have had €235.4 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 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 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 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 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 June 30, 2025, after giving effect to the Cirsa IPO and the Refinancing Transactions, the Group's total debt would have been €2,263.1 million, which reflects the Notes and other borrowings. See "*Capitalization*."

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

- making it difficult to satisfy its obligations with respect to the 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 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—Overview*."

We are subject to restrictive covenants under our Revolving Credit Facility Agreement, the 2023 Indenture and the PIK Indenture, and will be subject to restrictive covenants under the Indenture, which could impair our ability to run our business.

Restrictive covenants under the Revolving Credit Facility Agreement, the Indenture, the 2023 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 2023 Indenture and the PIK Indenture contain, and the Indenture will 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 2023 Indenture and the PIK Indenture, and the restrictions that will be contained in the 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 2023 Indenture or the PIK Indenture. While the Company and its subsidiaries (including the Issuer) are not parties to the PIK Indenture and have not provided any guarantees, security or undertakings to comply with the terms of the PIK Indenture, the Company and its subsdiaries have an obligation to comply with the restrictions in the PIK Indenture so long as Finco 2, an indirect holding company controlled by Blackstone, as the issuer of the PIK Notes, directly or indirectly, has the right to appoint a majority of the directors of the Company. As of the date of this Offering Memorandum, Finco 2 is a controlling shareholder of the Company and has

appointed two proprietary directors to the Board of Directors of the Company, with the right to appoint a majority of the directors of the Company.

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 Notes. Any such actions could force us into bankruptcy or liquidation, and we may not be able to repay our obligations under the Notes in such an event.

USE OF PROCEEDS

The proceeds of the Offering will be used, together with cash on balance sheet, to (i) redeem the entire outstanding amount of the 10.375% 2027 Notes and pay the redemption premium, together with accrued and unpaid interest thereon on November 10, 2025 (the "*10.375% 2027 Notes Redemption*"), (ii) redeem the entire outstanding amount of the 4.500% 2027 Notes, together with accrued and unpaid interest thereon on the Issue Date and (iii) pay fees and expenses associated with the Offering. The amount of proceeds required for the 10.375% 2027 Notes Redemption shall be held in an interest-bearing segregated bank account until such proceeds are applied to redeem the 10.375% 2027 Notes on November 10, 2025.

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 dates of the 10.375% 2027 Notes and the 4.500% 2027 Notes and differences from the Group's estimated fees and expenses.

Sources	Amount	Uses	Amount
	(€ million)		**(€ million)**
Fixed Rate Notes[(1)]	575.0	Redemption of the 10.375% 2027 Notes[(3)]	382.5
Floating Rate Notes[(2)]	425.0	Redemption of the 4.500% 2027 Notes[(4)]	615.0
Cash on balance sheet	27.0	Estimated premium, interest, fees and expenses[(5)]	29.5
Total sources	**1,027.0**	**Total uses**	**1,027.0**

(1) Represents the principal amount and gross proceeds of the Fixed Rate Notes, issued at par.

(2) Represents the principal amount and gross proceeds of the Floating Rate Notes, issued at par.

(3) Represents the redemption of the entire outstanding principal amount of the 10.375% 2027 Notes. The amount of proceeds required for the 10.375% 2027 Notes Redemption shall be held in an interest-bearing segregated bank account until such proceeds are applied to redeem the 10.375% 2027 Notes on November 10, 2025, such amount representing (i) €392,421,093.75, being the redemption of the entire outstanding principal amount of the 10.375% 2027 Notes at a redemption price of 102.59375%, plus (ii) estimated accrued and unpaid interest to, but excluding, the redemption date of €6.1 million, in each case, assuming a redemption date of November 10, 2025.

(4) Represents the redemption at par of the entire outstanding principal amount of the 4.500% 2027 Notes.

(5) Represents (i) a redemption premium of €9.9 million payable in respect of the redemption of the entire outstanding principal amount of the 10.375% 2027 Notes at a redemption price of 102.59375%, assuming a redemption date of November 10, 2025, (ii) estimated accrued and unpaid interest to, but excluding, the redemption date of €6.1 million in respect of the 10.375% 2027 Notes, assuming a redemption date of November 10, 2025, (iii) estimated accrued and unpaid interest to, but excluding, the redemption date of €3.3 million in respect of the 4.500% 2027 Notes, assuming a redemption date on the Issue Date 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 six months ended June 30, 2025;
- as adjusted to give effect to the Cirsa IPO as described in "*Summary—Recent Developments—Cirsa IPO*" as if it had occurred on June 30, 2025; and
- as further adjusted to give effect to the Refinancing Transactions as described in "*Use of Proceeds*" as if they had occurred on June 30, 2025.

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. Actual amounts may vary from estimated amounts depending on several factors, including the actual Issue Date, the redemption dates of the 10.375% 2027 Notes and the 4.500% 2027 Notes and differences between estimated and actual fees, estimated and actual cash outflows and other transactions after June 30, 2025. The adjusted information below is illustrative only and does not purport to be indicative of our actual capitalization following the consummation of the Refinancing Transactions.

	As of June 30, 2025		
(in € millions)	**Actual**	**Adjusted for the Cirsa IPO**	**Adjusted for the Cirsa IPO and the Offering**
	(unaudited)	**(unaudited)**	**(unaudited)**
Cash and cash equivalents[(1)]	**283.5**	**309.5**	**282.5**
Indebtedness:			
Revolving Credit Facility[(2)]	60.0	—	—
4.500% 2027 Notes[(3)]	615.0	615.0	—
10.375% 2027 Notes[(4)]	382.5	382.5	—
2028 Fixed Rate Notes[(5)]	375.0	375.0	375.0
2028 Floating Rate Notes[(6)]	285.0	—	—
2029 Notes[(7)]	450.0	450.0	450.0
Notes	—	—	1,000.0
Capitalization of operating leases[(8)]	263.4	263.4	263.4
Other third-party indebtedness[(9)]	174.7	174.7	174.7
Total Financial Indebtedness	**2,605.6**	**2,260.6**	**2,263.1**
Equity[(10)]	**376.5**	**751.5**	**751.5**
Total capitalization	**2,982.1**	**3,012.1**	**3,014.6**

(1) The actual amount represents cash and cash equivalents as of June 30, 2025. The amount adjusted for the Cirsa IPO reflects €26.0 million of cash on balance sheet received from the proceeds of the Cirsa IPO. The amount adjusted for the Cirsa IPO and the Offering gives effect to the use of cash on balance sheet in connection with the Refinancing Transactions. See "*Use of Proceeds*." The adjusted amounts do not reflect any cash generated or used in the ordinary course of business since June 30, 2025 and as such the cash figures presented are not indicative of current cash in bank as of the date of this Offering Memorandum or the Issue Date.

(2) The Group entered into the Revolving Credit Facility Agreement on June 22, 2018, which was last amended and restated on November 6, 2024 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, 2029, subject to a "springing" maturity mechanism such that, if, with respect to each of the 2028 Fixed Rate Notes and the 2029 Notes, more than €250.0 million of any such series of Existing Notes remains outstanding as of the date that is three months and three business days prior to the maturity date of such series of Existing Notes, then the Revolving Credit Facility shall mature on the date that is three months prior to the upcoming maturity date for such series of Existing Notes. The Revolving Credit Facility may be used for financing or refinancing general corporate purposes and/or working capital purposes of the Group. The Company and the Issuer are the original borrowers under the Revolving Credit Facility. See "*Description of Other Indebtedness—Revolving Credit Facility*." The Revolving Credit Facility may be used from time to time for financing or refinancing the general corporate purposes and/or working capital purposes of the Group. On June 20, 2025, in order to pay a portion of the deferred consideration for the acquisition of Apuesta Total, the Group borrowed an amount of €60.0 million under

the Revolving Credit Facility, which was repaid with the proceeds of the Cirsa IPO on July 21, 2025. As of the Issue Date, the Revolving Credit Facility is expected to remain undrawn.

(3) The actual amount represents the aggregate outstanding principal amount of the 4.500% 2027 Notes issued on September 27, 2021 as of June 30, 2025 and the adjusted amount reflects the redemption of the entire outstanding principal amount of the 4.500% 2027 Notes in connection with the Refinancing Transactions and the use of proceeds therefrom. See "*Use of Proceeds*."

(4) The actual amount represents the aggregate outstanding principal amount of the 10.375% 2027 Notes issued on November 9, 2022 as of June 30, 2025 and the adjusted amount reflects the redemption of the entire outstanding principal amount 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 Fixed Rate Notes issued on July 19, 2023 as of June 30, 2025

(6) Represents the aggregate outstanding principal amount of the 2028 Floating Rate Notes issued on July 19, 2023 and February 13, 2024 as of June 30, 2025. On July 11, 2025, the 2028 Floating Rate Notes were redeemed in full with the proceeds of the Cirsa IPO.

(7) Represents the aggregate outstanding principal amount of the 2029 Notes issued on February 13, 2024 as of June 30, 2025.

(8) Represents capitalization of operating leases recorded under "Finance lease liabilities" as non-current liabilities and current liabilities.

(9) Represents (i) bank debt of €43.5 million recorded under "Bank borrowings" as non-current liabilities and current liabilities (excluding finance lease obligations), (ii) other third-party indebtedness, representing finance lease obligations of €1.6 million recorded under "Bank borrowings" as non-current liabilities and current liabilities and deferred payments related to the acquisition of companies of €129.6 million recorded under "Other" and "Common transactions" as non-current liabilities and current liabilities. See "*Description of Other Indebtedness—Debt of the Group*."

(10) The actual amount represents the equity of the Company as of June 30, 2025. The amount adjusted for the Cirsa IPO reflects the €375.0 million net proceeds of the Cirsa IPO. The table above excludes the impact of amounts relating to (i) the write-off of existing unamortized financing costs in connection with the repayment of the Revolving Credit Facility or the redemption of the 2028 Floating Rate Notes, the 4.500% 2027 Notes or the 10.375% 2027 Notes and (ii) the incurrence of unamortized debt issuance costs in connection with the Notes.

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 six months ended June 30, 2025 (the "*Interim Condensed Consolidated Financial Statements*") and the Company's special purpose consolidated financial statements as of and for the years ended December 31, 2022, 2023 and 2024 (the "*Special Purpose Consolidated Financial Statements*"), in each case, prepared in accordance with IFRS as adopted by the European Union. The Company's Special Purpose Consolidated Financial Statements have been audited by Ernst & Young S.L. Their auditors' report thereon is included elsewhere in this Offering Memorandum. We present our Interim Condensed Consolidated Financial Statements and our Special Purpose Consolidated Financial Statements in euro.

Unless otherwise indicated, the selected unaudited consolidated financial information as of and for the six months ended June 30, 2024 and 2025 below is derived and extracted from the Interim Condensed Consolidated Financial Statements, including related notes thereto; the selected audited consolidated financial information as of and for the years ended December 31, 2022, 2023 and 2024 below is derived and extracted from the Special Purpose Consolidated Financial Statements, including the related notes thereto. The Company has retrospectively corrected an error identified in the Special Purpose Consolidated Financial Statements in the initial recognition, according to IFRS 3, of the business combination of Cirsa Gaming that took place on July 3, 2018, which results in an increase in the line items Goodwill and Shareholders' equity. In addition, the impact of currency translation differences regarding Goodwill amounts denominated in foreign currencies in respect of business combinations accounted in prior years has been retrospectively corrected, impacting the line items Goodwill and Currency translation differences.

Presentation of financial information in accordance with IFRS requires the Company's management to make various estimates and assumptions which may impact the values shown in the Interim Condensed Consolidated Financial Statements and the Special Purpose Consolidated Financial Statements and the respective notes thereto. The actual values may differ from such assumptions. The selected financial data and other data should be reviewed together with, the Interim Condensed Consolidated Financial Statements and the Special Purpose Consolidated Financial Statements, including the related notes thereto. The Interim Condensed Consolidated Financial Statements and the Special Purpose Consolidated Financial Statements are included elsewhere in this Offering Memorandum.

Prior to January 1, 2023, we were organized into six Business Units: Slots, Casinos, Bingo, B2B (Business to Business), Online Gaming & Betting and Structure. From January 1, 2023, in an effort to reduce the number of our Business Units, make them more homogenous and ease the comparability of our results and financial information, we changed the segmentation of our Business Units in our financial statements. In light of this and considering the material differences in tax regimes and regulations applicable to each relevant geography, we split the Slots Italy Business Unit from the Slots Spain Business Unit. Accordingly, from January 1, 2023, we have five Business Units which are as follows: Casinos, Slots Spain, Online Gaming & Betting, Slots Italy and Structure. See also "*Presentation of Financial and Other Information*," "*Operating and Financial Review and Prospects—Business Unit Reporting*" and "*Business—Overview*." In implementing these changes, our special purpose consolidated financial statements as of and for the years ended December 31, 2024 and 2023 have been prepared on the basis of the new Business Units and comparative results as of and for the year ended December 31, 2022 have been restated. Our unaudited interim consolidated financial statements as of and for the six months ended June 30, 2025 have been prepared on the basis of the new Business Units.

Further, we have presented certain unaudited information for the twelve months ended June 30, 2025. The information for the twelve months ended June 30, 2025 has been derived by subtracting our results of operations data for the six months ended June 30, 2024 from our results of operations data derived from the special purpose consolidated financial statements for the year ended December 31, 2024 and adding our results of operations data for the six months ended June 30, 2025 (in each case, prepared on the basis of the new Business Units).

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*," the Interim Condensed Consolidated Financial Statements and the Special Purpose Consolidated Financial Statements included elsewhere in this Offering Memorandum.

Historical Financial Information

(in € millions)	For the year ended December 31,			For the six months ended June 30,	
	2022	2023	2024	2024	2025
	(audited)	*(audited)*	*(audited)*	*(unaudited)*	*(unaudited)*
Selected Profit and Loss Account Information:					
Operating revenues	**2,038.9**	**2,396.7**	**2,563.9**	**1,240.5**	**1,369.0**
Variable rent and other[(1)]	(337.8)	(405.7)	(413.7)	(207.8)	(213.6)
Net operating revenues	**1,701.1**	**1,991.0**	**2,150.2**	**1,032.7**	**1,155.4**
Consumption	(43.8)	(57.7)	(56.2)	(25.7)	(31.1)
Personnel	(278.8)	(317.6)	(338.4)	(161.9)	(177.9)
Gaming taxes	(504.6)	(599.2)	(617.9)	(308.4)	(333.3)
External supplies and services	(321.4)	(386.3)	(438.3)	(201.7)	(247.5)
Depreciation, amortization and impairment	(297.8)	(315.9)	(360.2)	(165.5)	(182.5)
Changes in trade provisions	(4.8)	(2.6)	(5.7)	(1.3)	(0.4)
Financial results[(2)]	(140.0)	(174.8)	(215.1)	(103.5)	(111.2)
Loss/(Profit) on investment in associates	2.1	4.9	7.1	3.0	3.7
Foreign exchange results	2.2	1.6	(9.7)	(2.7)	10.0
Results on sale of non-current assets	(5.0)	(4.3)	(4.8)	(1.0)	(0.6)
Profit before tax	**109.2**	**139.1**	**111.0**	**63.1**	**84.5**
Income tax	(29.6)	(27.1)	(66.6)	(21.1)	(33.3)
Minority interest	(23.0)	(32.0)	(31.7)	(15.6)	(22.9)
Net profit/(loss) for the period	**56.6**	**80.0**	**12.6**	**26.4**	**28.4**

(1) As a result of a change in the name of the line item, this line item changed from "Variable rent" payments to "Variable rent and other" payments only in respect of the years ended December 31, 2023 and 2024 and the six months ended June 30, 2024 and 2025. This line item remains as "Variable rent" payments in respect of the year ended December 31, 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 Online 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).

(2) Financial results comprises finance income less finance costs and expenses (which includes finance lease expenses and change in financial provisions).

(in € millions)	As of December 31,			As of June 30,
	2022	2023	2024	2025
	(audited)	*(audited)*	*(audited)*	*(unaudited)*
Selected Balance Sheet Information:				
Cash and cash equivalents	213.4	251.2	256.1	283.5
Total assets[(1)]	3,341.1	3,566.5	3,741.6	3,672.4
Total debt[(2)]	2,484.4	2,499.0	2,894.1	2,616.2
Total net debt[(3)]	2,271.0	2,247.9	2,638.0	2,332.7
Total shareholders' equity[(1)]	294.9	427.0	202.7	376.5

(1) Total assets and Total shareholders' equity as of December 31, 2022 and 2023 have been restated in our Special Purpose Consolidated Financial Statements as a consequence of an error identified in the Special Purpose Consolidated Financial Statements in the initial recognition, according to IFRS 3, of the business combination of Cirsa Gaming that took place on July 3, 2018, which results in an increase in the line items Goodwill and Shareholders' equity. In addition, the impact of currency translation differences regarding Goodwill amounts denominated in foreign currencies in respect of business combinations accounted in prior years has been retrospectively corrected, impacting the line items Goodwill and Currency translation differences.

(2) Total debt of €2,616.2 million as of June 30, 2025 was comprised of (i) bank debt of €103.5 million recorded under "Bank borrowings" as non-current liabilities and current liabilities (excluding finance lease obligations), (ii) €2,118.1 million recorded under "Corporate notes" as non-current liabilities and current liabilities, representing €997.5 million of the 2027 Notes, €660.0 million of the 2028 Notes, €450.0 million of the 2029 Notes and €33.9 million of accrued and unpaid interest on the 2027 Notes, the 2028 Notes and the 2029 Notes, net of aggregate capitalized financing costs of €23.3 million, (iii) capitalization of operating leases of €263.4 million recorded under "Finance lease liabilities" as non-current liabilities and current liabilities and (iv) other third-party indebtedness, representing finance lease obligations of €1.6 million recorded under "Bank borrowings" as non-current liabilities and current liabilities and deferred payments related to the acquisition of companies of €129.6 million recorded under "Other" and "Common transactions" as non-current liabilities and current liabilities.

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

(in € millions)	For the year ended December 31,			For the six months ended June 30,	
	2022	2023	2024	2024	2025
	(audited)	*(audited)*	*(audited)*	*(unaudited)*	*(unaudited)*
Selected Consolidated Statement of Cash Flows:					
Net cash flows from operating activities	513.7	544.4	607.4	270.4	344.5
Net cash flows used in investing activities	(219.3)	(224.2)	(286.2)	(138.6)	(236.5)
Net cash flows from/(used in) financing activities .	(361.7)	(283.7)	(315.0)	(135.8)	(75.2)

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 six months ended June 30, 2025 compared to the six months ended June 30, 2024, we have derived the financial information for these periods from the Company's unaudited interim condensed consolidated financial statements as of and for the six months ended June 30, 2025 (the "Interim Condensed Consolidated Financial Statements"). In the discussion and analysis below, where we discuss the results of operations, cash flows and working capital requirements for the years ended December 31, 2024 compared to the year ended December 31, 2023 and for the year ended December 31, 2023 compared to the year ended December 31, 2022, we have derived the financial information for these periods from the Company's special purpose consolidated financial statements as of and for the years ended December 31, 2022, 2023 and 2024 (the "Special Purpose Consolidated Financial Statements").

The Company has retrospectively corrected an error identified in the Special Purpose Consolidated Financial Statements in the initial recognition, according to IFRS 3, of the business combination of Cirsa Gaming that took place on July 3, 2018, which results in an increase in the line items Goodwill and Shareholders' equity. In addition, the impact of currency translation differences regarding Goodwill amounts denominated in foreign currencies in respect of business combinations accounted in prior years has been retrospectively corrected, impacting the line items Goodwill and Currency translation differences.

The following discussion of the financial condition and results of operations of the Company and its consolidated subsidiaries, should be read in conjunction with the information contained in the Interim Condensed Consolidated Financial Statements and the Special Purpose Consolidated Financial Statements and related notes included elsewhere in this Offering Memorandum. The following discussion contains forward-looking statements. See "Forward-Looking Statements," "Selected Financial and Other Information," "Risk Factors" and "Presentation of Financial and Other Information" for a discussion on the uncertainties, risks and assumptions associated with these statements. Actual results may differ materially and adversely from those contained in any forward-looking statements.

Overview

We are a leading gaming company in Spain, Panama, Colombia, Costa Rica and the Dominican Republic, and a key player in Italy, Morocco, and certain other Latin American countries (including Mexico, Puerto Rico and Peru). We operate in fully regulated markets only.

For the twelve months ended June 30, 2025, we generated 73.2% and 12.9% of our EBITDA in countries where we are the #1 or #2 operator, respectively (*source: Company Industry Sources*).

We maintain a well-balanced business with robust geographical diversification, complemented by economies of scale derived from our size, which have consistently driven revenue growth, high EBITDA margins, and strong cash conversion over the past two decades.

Our net operating revenues for the twelve months ended June 30, 2025 amounted to €2,272.9 million, increasing by 11.4% compared to €2,040.7 million for the twelve months ended June 30, 2024. Our EBITDA for the twelve months ended June 30, 2025 amounted to €730.0 million, increasing by 11.3% compared to €656.1 million for the twelve months ended June 30, 2024.

Below is a breakdown of our EBITDA by country for the twelve months ended June 30, 2025:

Country	For the twelve months ended June 30, 2025 EBITDA
Spain	47.4%
Panama	12.0%
Peru	9.5%
Colombia	9.3%
Italy	7.2%
Mexico	6.6%
Morocco	3.4%
Dominican Republic	3.3%
Costa Rica	1.2%
Portugal	0.3%
Puerto Rico	(0.1)%
	100%

Our well-diversified product portfolio encompasses: (i) Casinos with a full entertainment offering, including slot machines, sports betting and, in certain Casinos (i.e., Casinos with tables), physical gaming tables (such as roulette, poker, blackjack and others), food & beverage and shows: and (ii) Gaming Halls (also commercially known as electronic casinos), with a narrower product offering compared to Casinos, including mostly slot machines, electronic roulettes, sports betting and, in certain instances, bingo games, all of which we include in the same Casinos Business Unit. Additionally, we operate slot machines in bars, cafes and restaurants across Spain and Italy. Furthermore, we offer online gaming and sports betting products through our websites, mobile applications and retail outlets. As of June 30, 2025, our operations included 85,535 slot machines (of which 35,393 are Casinos Business Unit slot machines, 25,428 are Slots Spain Business Unit slot machines, 12,546 are AWPs and 2,603 are VLTs in the Italy Slots Business Unit and 9,565 are betting terminals), 62 Casinos with tables, 121 Casinos without tables, 269 Gaming Halls, 648 gaming tables and 2,432 betting points.

We are the omnichannel leader in the Spanish private gaming market, as evidenced by our core activities as of June 30, 2025. As of December 2023, in this market we are positioned as the #1 operator in the Casinos and Gaming Halls as well as slot machines markets (*source: Company Industry Sources*). Additionally, we lead as the #1 slot machine manufacturer in Spain (*source: Company Industry Sources*), having sold 22,265 slot machines and gaming kits during the twelve months ended June 30, 2025. Furthermore, our significant presence extends to the Spanish online gaming and betting sector through *Sportium*, which offers our customers a wide variety of online casino games (such as poker and blackjack tables), slot games, sports betting events (such as soccer, basketball, tennis, greyhound racing and horse racing), and live casino games (real-time, interactive online gaming experiences). This platform supports our online gaming operations and sports betting products across 1,873 betting points in bars, Casinos and Gaming Halls in Spain as of June 30, 2025.

We have a significant presence in Latin America. We are the #1 Casinos operator in Panama, Colombia (where we acquired eight new establishments in March 2024), Costa Rica and the Dominican Republic (*source: Company Industry Sources*). We also operate in Peru as the #2 Casinos operator and in Mexico where we believe that we are the #4 Casinos operator in the market. In most of these countries, we also operate in the online gaming and betting sector. We hold online gaming licenses in Panama, Colombia, Mexico, Peru and Portugal and are in the process of obtaining an online license in Puerto Rico. Recently, we expanded our online gaming and betting operations in the region by acquiring a majority stake in Apuesta Total, which is the #1 online gaming and sports betting operator in Peru (*source: Company Industry Sources*), and collaborating, through *Sportium*, with Hipódromo Camarero to open our first sports betting corner in Puerto Rico.

In Italy, we have established our position in the slot machine market with the operation of 12,546 amusements with prizes ("*AWP*") and 2,603 video lottery terminals ("*VLT*") slot machines in approximately 2,739 and 177 locations, respectively, in central and northern Italy as of June 30, 2025. Furthermore, we strengthened our presence in this country through the acquisition of E-Play24 in 2022, a prominent operator in the Italian online betting and gaming industry, through which our customers can wager on different casino games (such as poker and blackjack tables), slot games, sport events (such as soccer, basketball, tennis, greyhound racing and horse racing), and live casino games. This acquisition has enabled us to expand our online gaming and betting operations significantly.

Finally, we are a key player in Morocco where we are currently positioned as the #2 Casino operator (*source: Company Industry Sources*). We hold majority stakes in the largest Casinos located in Agadir and Tanger. In Agadir, we also hold majority stakes in Casino Le Mirage and Casino Atlantic and in Tanger, we hold a majority stake in Casino Tanger.

Before January 1, 2023, our Business Units were categorized as follows: Casinos, Slots, Bingo, Business-to-Business, and Online Gaming & Betting. Starting January 1, 2023, to enhance comparability and streamline our financial reporting, we reorganized our Business Units in our financial statements. Our current Business Units are categorized as follows: Casinos, Slots Spain, Online Gaming & Betting, Slots Italy and Structure.

Casinos Business Unit

This Business Unit oversees self-managed Casinos and Gaming Halls that house a diverse range of retail gaming products across all the countries where we operate including slot machines, electronic roulette, bingo games, digital gaming tables (such as i-poker and i-blackjack) and sports betting. In our Casinos, we offer to our clients a more comprehensive gaming experience, including traditional gaming tables (such as poker and blackjack tables, baccarat and American roulette) and, in certain selected locations (such as Marbella, Valencia, Mexico City, and Bogotá), a full entertainment package including services such as food and beverage (F&B), live performance shows and music. Our Casinos and Gaming Halls are strategically situated in prime areas and operate within a fragmented market, presenting substantial consolidation prospects.

Our 40 years' experience of running Casinos and Gaming Halls and systematic consumer insight harvesting give us a strong understanding of our customers' preferences, which in turn drive operational excellence and our Gold Mine strategy for optimizing our existing locations. Our Gold Mine strategy consists of identifying an attractive location within our existing portfolio of Casinos and Gaming Halls as a first step, and then conducting meaningful improvements to achieve optimal operational performance and enhance the customer offering. This strategy can also include relocating to larger and better located premises by acquiring or constructing new ones. This strategy also involves exploring and identifying additional promising locations beyond our current portfolio. These locations can encompass both gaming and non-gaming spaces, providing us with opportunities to expand and convert them into new, high-quality venues. See "*—Our Strengths—Proven strategy with multiple levers of sustainable and long-term growth and operational excellence, supported by data analytics and technology*."

Additionally, our scale and operational excellence have allowed us to consolidate smaller operators in our existing markets given their fragmented nature.

Through our Casinos Business Unit, we operated 452 Casinos and Gaming Halls, of which 183 are Casinos (i.e., 62 Casinos with tables and 121 Casinos without tables) and 269 are Gaming Halls, across Spain, Latin America and Morocco, as applicable, as of June 30, 2025. See "*Business—Operations and Activities—Our Business Units—Casinos Business Unit—Casino Operations by Country*."

From an accounting perspective, the results of all our Casinos and Gaming Halls listed herein are fully consolidated within our results of operations from the Casinos Business Unit (except for the results of the 12 Gaming Halls we operate in Italy, which are reported under our Slots Italy Business Unit) and, where applicable, the share of minority investments is also recognized in the statement of comprehensive income under the item "non-controlling interests."

This Business Unit generated EBITDA of €402.7 million for the twelve months ended June 30, 2025, representing 55.2% of our total EBITDA.

Slots Spain Business Unit

We are the #1 slot machine operator in Spain, with 26% GGR market share as of December 31, 2023 (*source: Company Industry Sources*). This Business Unit, in which we operate since 1979, oversees slot machine operations in bars, cafes, and restaurants across Spain. We operate under 17 distinct regulatory regimes—one for each autonomous region in Spain—each maintaining stable and competitive taxation regimes. Within this Business Unit, we only operate recreational, low-stake, mass-market slot machines (i.e., Type B or AWP slot machines) that, in exchange for a low price per game played (i.e., a €1 maximum bet and a €0.54 average bet), provide the customer with entertainment and the possibility to obtain a cash or monetary prize of up to €500 per single event, with a minimum 70% payout over the betting cycle.

To improve our slots productivity, we have developed an exclusive in-house tool, named 'Smart Slot,' which allows for real-time monitoring of slot machine activity in every bar and helps predict customers behavior, thereby enabling customization of slot machines for specific areas and optimizing operational costs and cash management. This tool gathers information on occupancy rates, overlaps among slots and idle capacity to determine whether the bar is adhering to the contractually agreed opening hours. It also identifies timeslots with low play intensity or higher drop and detects potential churn patterns, such as those caused by a competing bar with newer slots. We use the segmentation, geolocation and data analytics gathered by our 'Smart Slot' tool to enhance cross-selling opportunities and develop slot machine cabinet retention and conversion strategies, as well as responsible gaming models.

The Spanish slots market is structurally fragmented, with approximately 6,400 small regional operators collectively holding 56% of the market share (*source: Company Industry Sources*). Since 2015, enabled by our scale, experience, and track record, we have acquired and integrated around 11,900 slot machines (in gross terms, i.e., not taking into account the amount of machines which have, in turn, been taken off the market) into our network through over 69 M&A transactions. We believe that in further substantial market consolidation, which would enable us to enhance our market presence and operational efficiency.

Our Slots Spain Business Unit also includes our B2B operations, which involve designing, manufacturing, and marketing slot machines for the Spanish market, as well as software development and interconnection system services for slot machines and Casinos management. Our extensive portfolio of products and services is distributed both within our Group and to external entities. In our B2B operations, we are the #1 manufacturer holding a 50% to 55% share of the market in Spain (*source: Company Industry Sources*), with 22,265 slot machines and gaming kits manufactured and sold, of which 11,739 were sold to third parties, in the twelve months ended June 30, 2025, increasing by 23.7%, compared to the twelve months ended June 30, 2024. We generated €50.2 million in net operating revenues from slot machines and gaming kits sold to third parties in the twelve months ended June 30, 2025, increasing by 33.6% compared to the twelve months ended June 30, 2024. We design most of the core components of our slot machines and gaming kits and outsource their manufacturing through Unidesa, Spain's leading bar slot machine manufacturer. See "*Business—Operations and Activities—Our Business Units—Slots Spain Business Unit*."

This Business Unit generated EBITDA of €201.5 million for the twelve months ended June 30, 2025, representing 27.6% of our total EBITDA.

Online Gaming & Betting Business Unit

We have operated this Business Unit since 2013 as one of the first retail operators in Spain. We specialize in online gaming services and offer online casino games and social games (i.e., without monetary prizes) through our website, mobile applications, and retail outlets, as well as betting services exclusively on sports events both online and through proprietary or third parties' betting corners in physical locations, with a seamless integrated omnichannel entertainment experience for our customers.

We hold online gaming licenses in Spain, Italy, Panama, Colombia, Mexico, Peru and Portugal and are in the process of obtaining an online license in Puerto Rico. Our online gaming services are primarily available through our *Sportium* brand and some other local brands (Marca Apuesta in Spain, Apuesta Total in Peru, E-Play24, SportItaliaBet and others in Italy).

Since the launch of our online operations in Spain, we have leveraged our large retail network and *Sportium* brand to build a strong omnichannel business underpinned by attractive economics. In Spain, we are currently the leading omnichannel operator in sports betting with the largest retail footprint and an 11% GGR market share as of December 31, 2023 (*source: Company Industry Sources*).

This Business Unit has been growing both organically and inorganically with the acquisitions of E-Play24 in Italy, GanaBet (renamed *Sportium*) in Mexico, Apuesta Total in Peru and some smaller acquisitions in the Spanish and Italian markets. We believe that we have the key assets that will support future growth, including an international retail footprint, a strong portfolio of international and local online brands, a well-calibrated marketing strategy, a wide range of products, customer knowledge and customer relationship management (CRM) best practices.

This Business Unit generated EBITDA of €111.0 million for the twelve months ended June 30, 2025, representing 15.2% of our total EBITDA.

Slots Italy Business Unit

This Business Unit, in which we operate since 1997, manages slot machine operations in third-party bars, cafes, restaurants and traditional bingo establishments in Italy. In Italy, we also directly operate 12 Gaming Halls (which are reported under our Slots Italy Business Unit). In addition, our in-house platform functions as a network operator for slot machines, for which we can charge a fee (not material in terms of contribution to revenues from this Business Unit) of not higher than 3% of the revenues per machine to third parties that we interconnect to our network.

Our Slots Italy Business Unit operated 12,546 AWP slot machines and 2,603 VLT slot machines in third-party locations across central and northern Italy as of June 30, 2025. AWP are recreational, low-stake, mass-market slot machines awarding small prizes and present in dedicated Gaming Halls and other points of sale ("*PoS*"), whereas VLT are Casino-type slot machines awarding large prizes and only present in licensed PoS (such as Casinos and Gaming Halls). We operate an attractive franchise and profit-share model with such third-party location owners and enter into exclusivity contracts for up to three years.

This Business Unit generated EBITDA of €29.9 million for the twelve months ended June 30, 2025, representing 4.1% of our total EBITDA.

Structure Business Unit

This Business Unit consolidates all entities contributing less than 10% of our total external and internal revenue, which corresponds to less than 10% of the combined Business Units results, and less than 10% of our total assets. In this Business Unit, we record operating revenues from a variety of activities, including revenues and overhead costs reimbursed from joint ventures and personal services, as well as the reimbursement of immaterial costs associated with the payment of licensing fees (e.g., costs associated with licenses for re-invoicing applications and software applications such as Windows, SAP and GIC) and the Group's administrative and management structure, which are part of our overhead costs. Due to their individual immateriality, specific details for these operations are not provided separately in this Offering Memorandum, but are aggregated under this Business Unit.

Recent Developments

Cirsa IPO

On July 9, 2025, the Company successfully completed its initial public offering (the "*Cirsa IPO*") and its ordinary shares were admitted to trading on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges. The net proceeds from the Cirsa IPO were used by the Company (i) to redeem in full the Issuer's €285.0 million outstanding aggregate principal amount of 2028 Floating Rate Notes, together with payment of approximately €4.0 million in accrued and unpaid interest thereon, (ii) to repay certain borrowings made on or around June 20, 2025 under the Revolving Credit Facility in an amount of €60.0 million in order to pay a portion of the deferred consideration for the acquisition of Apuesta Total and (iii) for general corporate purposes. See "*Capitalization*." As a result of the Cirsa IPO, as of the date of this Offering Memorandum, 18.0% of the ordinary shares of the Company are publicly held on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges. See "*Shareholders*" and "*Summary—Summary Corporate and Financing Structure*."

Business Unit Reporting

Prior to January 1, 2023, we were organized into six Business Units: Slots, Casinos, Bingo, B2B (Business to Business), Online Gaming & Betting and Structure. From January 1, 2023, in an effort to reduce the number of our Business Units, make them more homogenous and ease the comparability of our results and financial information, we changed the segmentation of our Business Units in our financial statements. In light of this and considering the material differences in tax regimes and regulations applicable to each relevant geography, we split the Slots Italy Business Unit from the Slots Spain Business Unit. Accordingly, from January 1, 2023, we have five Business Units which are as follows: Casinos, Slots Spain, Online Gaming & Betting, Slots Italy and Structure. See also "*Presentation of Financial Information*" and "*Business—Overview*." In implementing these changes, our Special Purpose Consolidated Financial Statements as of and for the years ended December 31, 2024 and 2023 have been prepared on the basis of the new Business Units and comparative results as of and for the year ended December 31, 2022 have been restated. Our unaudited interim consolidated financial statements as of and for the six months ended June 30, 2025 have been prepared on the basis of the new Business Units. We believe

that the Structure Business Unit includes items that are not material to our key metrics and therefore, we do not describe or discuss in detail the results of this Business Unit in this Offering Memorandum.

Our primary basis of segment reporting is by Business Unit, 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, EBITDA and profit/(loss) before tax for each of our Business Units. See note 3 to Cirsa's Special Purpose Consolidated Financial Statements.

Our secondary basis of segment reporting is geographic, and we report operating revenues and total assets for Spain, Latin America and Africa (i.e., the three Casinos that make up our Moroccan operations) and Italy. See note 3.2 to Cirsa's Special Purpose Consolidated Financial Statements.

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 Business Units is EBITDA, which on a consolidated basis we define as profit/(loss) before tax, depreciation, amortization and impairment, financial results, profit/(loss) on sale of non-current assets and loss/(profit) on investment in associates. We view EBITDA as providing a more useful tool to assess and analyze the performance of the Group and our Business Units 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 tables set forth net operating revenues and EBITDA attributable to equity method joint arrangements. These tables do not account for net operating revenues or EBITDA attributable to minority interests that exist within the Group.

	Year ended December 31,		
(in € millions)	**2022**	**2023**	**2024**
Net operating revenues	1,701.1	1,991.0	2,150.2
Net operating revenues of Equity Method Joint Arrangements:			
AOG	13.9	11.2	7.8
Montecarlo Andalucia	2.9	3.2	3.4
UORSA	8.6	9.1	10.0
Others	8.4	9.2	11.1
Total	**1,734.9**	**2,023.7**	**2,182.5**

	Year ended December 31,		
(in € millions)	**2022**	**2023**	**2024**
EBITDA	552.5	630.1	699.3
EBITDA of Equity Method Joint Arrangements:			
AOG	(0.2)	0.4	0.5
Montecarlo Andalucia	1.2	1.3	1.3
UORSA	4.2	4.6	5.2
Others	0.7	1.5	1.9
Total	**558.4**	**637.9**	**708.2**

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 of our Casinos Business Unit in particular. For the six months ended June 30, 2024 and 2025, our operations in Latin America accounted for 30.5% and 33.8%, respectively, of our consolidated net operating revenues, 31.4% and 36.8%, respectively, of our consolidated EBIT and 41.6% and 41.9%, respectively, of our consolidated EBITDA. For the years ended December 31, 2023 and 2024, our operations in Latin America accounted for 30.3% and 32.4%, respectively, of our consolidated net operating revenues, 33.4% and 30.8%, respectively, of our consolidated EBIT and 40.9% and 40.7%, respectively, of our consolidated EBITDA. While we endeavor to operate in markets with stable currencies, the results of operations and financial position of the Group and our Casinos Business Unit, in particular, have from time to time been

adversely affected by currency fluctuations. During the period under review, the currency fluctuations 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). We expect that our results of operations and financial condition will continue to be impacted by the effect of currency fluctuations on our Latin American businesses in the future. As of December 31, 2024, our future results of operations are most sensitive to depreciations in the U.S. Dollar, followed by the Colombian Peso, the Moroccan Dirham, and the Dominican Peso. 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 the six months ended June 30, 2025, the Colombian peso experienced an average depreciation against the euro of 7.6% compared to the respective previous period in 2024, adversely affecting our results of operations. During 2022 and 2023, the Colombian peso experienced an average depreciation against the euro of 0.3% and 3.2%, respectively, compared to the respective previous year. The depreciation of the Colombian peso against the euro during 2022 and 2023 adversely affected our results of operations. During 2024, the Colombian peso experienced an average appreciation against the euro of 4.1% compared to 2023, positively affecting our results of operations.

During the six months ended June 30, 2025, the depreciation of the U.S. dollar against the euro adversely affected our results of operations. During 2022 and 2024, the appreciation of the U.S. dollar against the euro positively affected our results of operations. During 2023, the depreciation of the U.S. dollar against the euro negatively affected our results of operations. The average exchange rate of the U.S. dollar against the euro decreased by 2.0%, decreased by 3.1% and increased 0.2% in the six months ended June 30, 2025 and the years ended December 31, 2023 and December 31, 2024, respectively, as compared to the six months ended June 30, 2024 and the years ended December 31, 2022 and December 31, 2023, respectively.

During the six months ended June 30, 2025, the average exchange rate of the Mexican peso against the euro decreased by 17.9% compared to the six months ended June 30, 2024. During 2024, the average exchange rate of the Mexican peso against the euro decreased by 4.9% compared to the year ended December 31, 2023.

Due to translation effects, in our Interim Condensed Consolidated Financial Statements and our Special Purpose Consolidated Financial Statements, the depreciation of the Colombian peso in 2022, 2023 and June 2025, the U.S. dollar in 2023, 2024 and June 2025 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. In Panama, we are not exposed to rate fluctuations of the local currency as such currency is pegged to the U.S. dollar. The impact of these translation effects has been partially offset due to the appreciation of the U.S. dollar against the euro in 2022 and the incurrence of most of the operating costs of these businesses in their respective local currencies.

Currencies in Latin America may be particularly sensitive to the U.S. market following the recent increase in tariffs. Given that the U.S. is the primary export market for many Latin American countries, any changes in U.S. trade policies may have a significant impact on the economic stability of these regions. The increased tariffs may lead to higher costs for exported goods, which may, in turn, affect the exchange rates and increase inflation in Latin American countries.

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.

	Average Exchange Rate							
	In the year ended December 31,					For the six months ended June 30,		
One € Equals	**2022**	**2023**	**Variation**	**2024**	**Variation**	**2024**	**2025**	**Variation**
U.S. dollar	1.0500	1.0828	(3.1)%	1.0808	0.2%	1.0792	1.1009	(2.0)%
Colombian Peso.	4,478.7187	4,623.0736	(3.2)%	4,433,5487	4.1%	4,243.8329	4,567.8031	(7.6)%
Mexican Peso	21.0387	19.0758	9.3%	20.0045	(4.9)%	18.5451	21.8712	(17.9)%

Factors Affecting Comparability

Restatement of the Special Purpose Consolidated Financial Statements

The Company has retrospectively corrected an error identified in the Special Purpose Consolidated Financial Statements in the initial recognition, according to IFRS 3, of the business combination of Cirsa Gaming that took place on July 3, 2018, which results in an increase in the line items Goodwill and Shareholders' equity.

In addition, the impact of currency translation differences regarding Goodwill amounts denominated in foreign currencies in respect of business combinations accounted in prior years has been retrospectively corrected, impacting the line items Goodwill and Currency translation differences.

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. Due to the temporary closure of our businesses during the major part of 2020 and 2021 (i.e., Mexico where several Casinos were closed until October 2021 and Panama and Peru where several Casinos were closed until March 2021) and during a portion of 2022 (where our operations in Morocco remained closed until May 2022 and operations in certain Latin American markets were restricted by capacity and opening hours during the first half of 2022), our results of operations and cash flows for the years ended December 31, 2023 and 2024 may not be directly comparable to our results of operations and cash flows for the year ended December 31, 2022. 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 where we operate. Such closures continued during most of 2021 and a portion of 2022, the latter during which our operations in Morocco remained closed until May and our operations in certain Latin American markets were limited by capacity and opening hours in the first half of the year. Our revenues and operations were impacted by such temporary closures and restrictions on opening hours and capacity of bars, 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 of June 30, 2025, the Group showed negative working capital amounting to €(153.2) million, calculated as the difference between total current assets of €523.6 million and, total current liabilities of €676.8 million. Therefore, in order to increase our resilience and protect us from the uncertainty of economic and financial markets, maximizing liquidity has been one of the primary objectives of the Group, particularly 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 cash management plan, we have drawn on our Revolving Credit Facility from time to time since 2020. During the periods under review, the Group issued several series of senior secured notes, the proceeds of which were used to repay and refinance certain existing indebtedness from time to time (including the repayment, in full or in part, of certain series of such senior secured notes) and for other general corporate purposes. 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, that allowed businesses to suspend employment contracts or reduce staff hours, while applying for the state to pay a portion of employee wages. In the remaining markets where such plans did not exist, a combination of measures were implemented to reduce our costs and ensure that our employees were available to resume operations as soon as local authorities permitted.

- *Fixed gaming taxes in Spain*: Spanish gaming associations, of which the Group is a significant member, agreed to a full or partial suspension and/or postponement in the payment of fixed gaming taxes for fiscal years 2020 and 2021 in most of the Spanish tax jurisdictions in which we operate.

- *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 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 Units were largely affected by the temporary closures and restrictions imposed by governments during the COVID-19 pandemic in 2020 and 2021. Following the strong COVID-19 vaccination momentum and the lifting of restrictions in 2021 and 2022 in the markets where we operate, our operating hours and permitted capacity increased.

Casinos Business Unit

Our Casinos Business Unit is comprised of our retail gaming offering through our own managed halls in Spain and our Casinos and Gaming Halls businesses in Spain, Latin America and Morocco, as applicable. The revenues and profitability for our Casinos Business Unit 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 Casinos and Gaming Halls in Spain and other countries where we operate. Other factors include currency fluctuations, the effects of acquisitions and opening new Casinos and Gaming Halls or expanding Casinos and Gaming Halls, regulatory changes and location specific factors. Our Casinos Business Unit derives revenues primarily from gaming tables and slot machines, the popularity of games and the overall mix of gaming tables and slot machines. Revenues are also affected by the number of visitors to our Casinos and Gaming Halls, the average visit length and the average amount wagered by visitors.

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 Gaming Halls and the opening of new Casinos and Gaming Halls. 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 Gaming Halls and the refurbishment of our Casinos and Gaming Halls. We also incur start-up costs in connection with the hiring and training of staff for new Casinos and Gaming Halls. It also typically takes a period of time before a newly opened Casino or Gaming Hall attains profitability.

In several of our Casino locations, we presently operate the only Casino in the area due to our exclusive licenses. However, the performance of our Casinos Business Unit may be 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 Gaming Halls and slot machines, as well as by shifts in the regulatory framework. In addition to gaming industry regulation, our Casinos and Gaming Halls may also be impacted by other regulatory changes.

A part of our revenues generated from Gaming Halls in Spain (included in the Casinos Business Unit) are from our bingo operations. Bingo card sales tend to increase with the availability of larger prize pools which, in turn, depends on the number of players during each game. The development and implementation of linked Gaming Halls and similar technology also has the potential to generate more bingo card sales.

The majority of the cost of running our Gaming Halls and Casinos without tables relates to employee expenses and gaming taxes. Increased profitability of our Gaming Halls operations and the operations of our Casinos without tables depends on realizing operating efficiencies, principally through improved staffing practices and an increase in the average number of games played per day. The performance of our Gaming Hall operations and the operations of our Casinos without tables may be affected by changes in gaming taxes.

As is the case with some of our other businesses, our Mexican Casino business has been impacted by changes in regulation and the regulatory environment. As of June 30, 2025, we operated 30 Casinos (including 13 Casinos with tables and 17 Casinos without tables) in Mexico. Our Mexican Casino operations have a broad entertainment offering, including Casino style slot machines, and gaming tables. 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, in the new Casinos. 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 up to 15 years (if the term of the permit exceeds 15 years), and will be eligible to renew the gaming permits or apply for new ones beyond such period. However,

the renewal or the new permit will allow installations of traditional bingo halls and sports betting corners only, excluding slot machines and gaming tables. We have challenged the constitutionality of such legislation affecting our current operations, and our appeals have been upheld by the Courts, so that these disputed regulations containing the prohibitions referred to in this paragraph will not be applicable to our Mexican subsidiary, enabling it to continue operating its current licenses under the prior regulatory regime with respect to the disputed regulations. Therefore, we believe that such regulatory changes will not have an adverse effect on the current operations of our business in Mexico.

Further, 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 force 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 Casinos in Mexico and merging the former insourcing companies into another company which will survive as the sole employer of personnel in Mexico.

In addition, our geographic operations in the Spanish East Coast and Latin America expose our Casino operations to risks linked to local weather conditions, such as hurricanes, tropical storms or flood rains. These weather events could cause damage to our property and technology and could cause disruption to our operations and customers. For example, the recent torrential rains in Valencia, Spain affected our operations in that region and led to the closure of the Casino de Valencia for one day, while Hurricane Otis in Mexico in October 2023 led to the closure of our two Casinos in Acapulco for two months.

Slots Spain Business Unit

Revenues and profitability for our Slots Spain Business Unit 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 additional slot machines to our Spanish operations through the acquisition of Giga Game System Operation, S.L.U., increasing our Spanish slot machine operations and driving revenue growth from our Slots Spain Business Unit. 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 particular after 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, integrating approximately 1,400 slots (in gross terms, i.e., not taking into account the amount of machines which have, in turn, been taken off the market) to our Slots Spain Business Unit from 2022 to the second quarter of 2025.

Profitability in our Slots Spain Business Unit 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 results of the Slots Spain Business Unit as an expense under Variable rent and other. Our profitability is affected by the degree to which our locations are subject to these profit-sharing arrangements. As of June 30, 2025, approximately 19% of our slot machines were covered by such arrangements.

The performance of our Slots Spain Business Unit 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 Business Unit 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 Spain Business Unit 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 leadership in the Type B or amusements with prizes ("*AWP*") segment in the Spanish slots and interlinked Gaming Halls market. 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.

Online Gaming & Betting Business Unit

Up to September 2019, we held a non-controlling stake of 50% on *Sportium* through a joint venture with Ladbrokes. In October 2019, we acquired the remaining 50% stake in *Sportium* and began consolidating the *Sportium*'s activity in our consolidated financial statements. Through *Sportium*, we launched our Online Gaming & Betting Business Unit, offering online gaming services which comprises sports betting, casino games, and social games through our website, mobile applications and retail outlets in Spain, to which some betting operations were later added in Colombia, Panama, Peru, Dominican Republic and more recently in Italy with the acquisition of E-Play24 in July 2022, in Mexico with the acquisition of GanaBet (rebranded as *Sportium*) in April 2023, in Puerto Rico through a collaboration between *Sportium* and Hipódromo Camarero in February 2024, in Peru, by acquiring a majority stake in Apuesta Total in July 2024, which is the #1 online gaming and sports betting operator in Peru (*source: Company Industry Sources*) and in Portugal by acquiring a majority stake in SFP Online, S.A. ("*CasinoPortugal*") in December 2024. By virtue of the agreement entered into with Apuesta Total, there are certain matters that require the approval of Apuesta Total (e.g., mergers, by-laws amendments or capital increases, among others), but the day-to-day management and the appointment of the CEO and CFO are exercised by Cirsa.

Our Online Gaming & Betting Business Unit revenues are comprised of net income (including the amount allocated to prizes) from the sports betting business and bets from the online activities (online Casino activities). The majority of our costs are gaming taxes, publicity, advertising and public relations, and employee expenses.

Further, part of our online services are also offered through third parties such as betting corners in third-party locations and the so called "*Punto Vendita di Ricarica*" (PVRs) in Italy, which differ from our Spanish PoSs as they do not allow customers to place bets, only enabling them to top-up their accounts.

Slots Italy Business Unit

We function as a network system operator for slot machines and video lottery terminals ("*VLTs*") in Italy. The Italian slots and VLT market has been characterized by significant regulatory, tax and operational uncertainty. 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.

Under Law No. 160 of December 27, 2019 (the "*2020 Italian Budget Law*"), from January 1, 2020, the amounts of the PREU tax on AWP and VLT slot machines were 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 Slots Italy Business Unit includes operating revenues from our slot machines in Italy and our nine Gaming Halls in Italy.

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 Units as follows:

Casinos. Operating revenues from our Casinos Business Unit are recorded as the net amount ("*win*"), which are the revenues after deducting the prizes paid to customers. Our Casinos Business Unit 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.

Online Gaming & Betting. Operating revenues from our Online Gaming & Betting Business Unit are recorded as the total amount of sports betting products sold and total amount collected on the betting machines and through the betting operations, net of prizes paid to customers.

Slots Italy. Operating revenues from our slot machines in Italy include the revenues from our AWPs and VLTs in Italy as well as the revenue from our nine Gaming Halls in Italy.

Structure/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 and the Group's administrative and management structure, which are part of our overhead costs.

Net Operating Revenues

Net operating revenues are comprised of operating revenues less variable rent and other payments.

Variable rent and other payments 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 Online Gaming & Betting Business Unit (such as (i) referral fees in connection with our online business, including profit-sharing deals under our "skin model" which consists of agreements with third parties (media or personalities from the sports industry) collaborating with the commercial fronting to create different betting websites under different brands and (ii) 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 depending on the specific terms of the applicable participation agreement). Payments to sub operators are recorded in the results of the Slots Spain Business Unit as an expense under Variable rent and other payments. Our profitability is affected by the degree to which our locations are subject to these profit-sharing arrangements.

Consumption

Our Slots Spain Business Unit 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 Business Unit, 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. Cirsa does not currently have any pension plans in place for any of its employees.

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 rent and lease costs for certain facilities, professional expenses (which mainly comprise advisory, notary, external advisors and registration fees with the relevant registries, among others) and publicity, advertising 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 have 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*."

Depreciation, amortization and impairment includes depreciation, amortization and impairment of higher value assets resulting from business combinations following purchase price allocation principles. Depreciation, amortization and impairment also includes write-offs and changes in trade provisions for the relevant period.

Financial Results

Financial results comprises finance income less finance costs and expenses (which includes finance lease expenses and change in financial provisions).

Finance 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 Business Units, and site owners of certain international Casinos and Gaming Halls.

Finance costs and expenses includes finance lease expenses, change in financial provisions and gains / (losses) on investment in associates.

Loss/(Profit) on investment in associates

Loss/(Profit) on investment in associates 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, we have two groups that file their tax returns on a fiscal consolidated basis: one group has 120 Spanish companies and the second group has seven Spanish companies. Under the current Spanish tax legislation, the dominant entity of the consolidated group must have owned more than 70% of the capital stock of a company at the start of the tax year and maintained such ownership until the end 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 in 2024 is 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 2025 is 25%.

Minority Interest

Minority interest is comprised of the results included in consolidated results for which we do not own 100%. In our Interim Condensed Consolidated Financial Statements and our Special Purpose Consolidated Financial Statements, our minority interests are principally attributable to our historical minority ownership interests in Winner Group in Colombia, two Panamanian Casino business, one Casino in Spain and one Spanish slots business (Egartronic S.A.) although there are also some additional businesses in which the Group holds minority interests that are not considered material.

EBITDA

We define EBITDA as profit/(loss) before tax, depreciation, amortization and impairment, financial results, profit/(loss) on sale of non-current assets and loss/(profit) on investment in associates.

Business Unit Results—Other Structure/Consolidation

In determining the operating revenues, total EBIT, total EBITDA and external supplies and services for the Group, we 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 Business Unit based on their use of such services. Corporate overhead costs allocated to a Business Unit are included in the Business Unit'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

For the six months ended June 30, 2025 compared to the six months ended June 30, 2024

	For the six months ended June 30,		
(in € millions, except percentages)	**2024**	**2025**	**Change**
	(unaudited)	*(unaudited)*	
Operating Revenues	**1,240.5**	**1,369.0**	**128.5**
Variable rent and other	(207.8)	(213.6)	(5.8)
Net Operating Revenues	**1,032.7**	**1,155.4**	**122.8**
Consumption	(25.7)	(31.1)	(5.4)
Personnel expenses	(161.9)	(177.9)	(16.0)
Gaming taxes	(308.4)	(333.3)	(24.8)
External supplies and services	(201.7)	(247.5)	(45.8)
Depreciation, amortization and impairment[(1)]	(167.8)	(183.0)	(15.2)
EBIT	**167.2**	**182.6**	**15.4**
Financial results[(2)]	(103.5)	(111.2)	(7.7)
Loss/(Profit) on investment in associates	3.0	3.7	0.7
Foreign exchange results	(2.7)	10.0	12.7
Results on sale of non-current assets	(1.0)	(0.6)	0.4
Profit/(loss)before tax	**63.1**	**84.5**	**21.4**
Income tax	(21.1)	(33.3)	(12.2)
Net profit/(loss) for the period	**42.0**	**51.2**	**9.3**
Minority interest	(15.6)	(22.9)	(7.3)
Net profit/(loss) for the period attributable to Cirsa	**26.4**	**28.4**	**2.0**
EBITDA[(3)]	**335.0**	**365.6**	**30.6**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

(2) Financial results comprises finance income less finance costs and expenses (which includes finance lease expenses and change in financial provisions).

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

Net Operating Revenues

Net operating revenues increased by €122.8 million, or 11.9%, from €1,032.7 million for the six months ended June 30, 2024 to €1,155.4 million for the six months ended June 30, 2025. The growth in net operating revenues was primarily due to the good performance of our Online Gaming & Betting Business Unit.

External supplies and services

External supplies and services increased by 22.7% from €201.7 million for the six months ended June 30, 2024 to €247.5 million for the six months ended June 30, 2025. Further, for the six months ended June 30, 2024 and 2025, respectively, rent and lease costs for certain facilities amounted to €18.4 million and €20.9 million, professional expenses amounted to €65.9 million and €76.5 million, and publicity, advertising and public relation expenses amounted to €32.8 million and €41.9 million.

EBIT

EBIT increased by €15.4 million, to €182.6 million for the six months ended June 30, 2025 from €167.2 million for the six months ended June 30, 2024. The growth was primarily due to increased revenue from our Slots Spain and Online Gaming & Betting Business Units.

Financial Results

Financial results were negative €111.2 million for the six months ended June 30, 2025 as compared to negative €103.5 million for the six months ended June 30, 2024. The increase in finance costs in the reported period was mainly due to interest payments associated with higher average net financial debt in the six months ended June 30, 2025 compared to the six months ended June 30, 2024.

Loss/(Profit) on investment in associates

Loss/(Profit) on investment in associates were €3.7 million for the six months ended June 30, 2025 as compared to €3.0 million for the six months ended June 30, 2024.

Income Tax Expense

Income tax expense increased to €33.3 million for the six months ended June 30, 2025 from €21.1 million for the six months ended June 30, 2024.

Net Profit

As a result of the foregoing, net profit for the period attributable to Cirsa, after minority interests, was €28.4 million for the six months ended June 30, 2025 as compared to €26.4 million for the six months ended June 30, 2024.

EBITDA

EBITDA increased by €30.6 million, or 9.1%, to €365.6 million for the six months ended June 30, 2025 from €335.0 million for the six months ended June 30, 2024. EBITDA Margin (EBITDA as a percentage of net operating revenues) decreased from 32.4% for the six months ended June 30, 2024 to 31.6% for the six months ended June 30, 2025. The increase in EBITDA was primarily due to the good performance of our Online Gaming & Betting and Slots Spain Business Units.

Historical Results of Operations by Business Unit

Casinos

	For the six months ended June 30,		
(in € millions, except percentages)	**2024**	**2025**	**Change**
	(unaudited)	*(unaudited)*	
Operating Revenues	**488.2**	**485.2**	**(2.9)**
Variable rent and other	(10.1)	(9.4)	0.7
Net Operating Revenues	**478.1**	**475.9**	**(2.2)**
Consumption	(13.6)	(14.2)	(0.6)
Personnel expenses	(93.3)	(96.4)	(3.1)
Gaming taxes	(69.6)	(67.9)	1.7
External supplies and services	(105.2)	(104.0)	1.2
Depreciation, amortization and impairment[(1)]	(100.9)	(99.7)	1.2
EBIT	**95.4**	**93.6**	**(1.8)**
EBITDA[(2)]	**196.3**	**193.3**	**(3.0)**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

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

Operating Revenues. Operating revenues from our Casinos and Gaming Halls primarily comprise revenues from gaming tables and slot machines located at our Casinos and Gaming Halls. We also generate revenues from restaurant services, on-site bars, admission ticket sales and tips. Operating revenues from our bingo operations (which are included in our Casinos Business Unit) 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 and Casinos without tables.

Operating revenues from our Casinos Business Unit decreased by 0.6% from €488.2 million for the six months ended June 30, 2024 to €485.2 million for the six months ended June 30, 2025. This decrease was primarily due to an adverse foreign exchange effect amounting to €21.3 million caused mainly by economic factors, such as tariffs.

Net Operating Revenues. Net operating revenues from our Casinos Business Unit represent operating revenues after variable rent and other payments. Net operating revenues decreased by 0.5% from €478.1 million for the six months ended June 30, 2024 to €475.9 million for the six months ended June 30, 2025. The decrease in net operating revenues was mainly driven by an adverse foreign exchange effect amounting to €20.1 million caused mainly by economic factors, such as tariffs, which was offset by our organic growth.

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

Costs and expenses for our Casinos Business Unit decreased from €382.6 million for the six months ended June 30, 2024 to €382.2 million for the six months ended June 30, 2025. The key changes in the components of operating expenses are as follows:

- *Consumption*. Consumption costs for our Casinos Business Unit principally include ordinary course costs such as playing cards and chips, ordinary course materials required to operate Casinos and Gaming Halls, such as food and beverages and bingo supplies. Consumption costs increased to €14.2 million for the six months ended June 30, 2025 from €13.6 million for the six months ended June 30, 2024. As a percentage of Business Unit EBITDA, this expense category increased by 0.4%.

- *Personnel Expenses*. Personnel expenses increased by 3.3% to €96.4 million for the six months ended June 30, 2025 compared to €93.3 million for the six months ended June 30, 2024. This increase was primarily owing to inflation-related wage increases. As a percentage of Business Unit EBITDA, this expense category increased to 49.8% for the six months ended June 30, 2025 compared to 47.5% for the six months ended June 30, 2024.

- *Gaming Taxes*. Gaming taxes decreased by 2.5% to €67.9 million for the six months ended June 30, 2025 compared to €69.6 million for the six months ended June 30, 2024. This decrease was primarily due to the country mix of our business where higher revenues and taxes in certain countries were offset by lower revenues and taxes in other countries. As a percentage of Business Unit net operating revenues, this expense category decreased to 14.3% for the six months ended June 30, 2025 compared to 14.6% for the six months ended June 30, 2024.

- *External Supplies and Services*. External supplies and services expenses for our Casinos Business Unit include costs such as security, travel, professional services, sales and marketing, and lease costs for our Casinos and Gaming Halls. This expense category decreased by 1.2% to €104.0 million for the six months ended June 30, 2025 from €105.2 million for the six months ended June 30, 2024, primarily due to the positive impact of foreign exchange fluctuation. As a percentage of Business Unit EBITDA, this expense category increased to 53.8% for the six months ended June 30, 2025 compared to 53.6% for the six months ended June 30, 2024. Further, for the six months ended June 30, 2024 and 2025, respectively, rent and lease costs for certain facilities amounted to €12.3 million and €12.7 million, professional expenses amounted to €5.9 million and €6.5 million, and publicity, advertising and public relation expenses amounted to €20.4 million and €20.6 million.

- *Depreciation, Amortization and Impairment*. Depreciation, amortization and impairment expenses decreased to €99.7 million for the six months ended June 30, 2025 compared to €100.9 million for the six months ended June 30, 2024.

EBIT. EBIT from our Casinos Business Unit decreased to €93.6 million for the six months ended June 30, 2025 from €95.4 million for the six months ended June 30, 2024.

EBITDA. EBITDA for our Casinos Business Unit decreased by 1.5% to €193.3 million for the six months ended June 30, 2025 from €196.3 million for the six months ended June 30, 2024. EBITDA Margin (EBITDA as a percentage of Business Unit net operating revenues) decreased to 40.6% for the six months ended June 30, 2025 compared to 41.1% for the six months ended June 30, 2024.

Slots Spain

	For the six months ended June 30,		
(in € millions, except percentages)	**2024**	**2025**	**Change**
	(unaudited)	*(unaudited)*	
Operating Revenues	**339.0**	**356.4**	**17.4**
Variable rent and other	(131.9)	(139.6)	(7.7)
Net Operating Revenues	**207.1**	**216.8**	**9.7**
Consumption	(9.2)	(9.9)	(0.7)
Personnel expenses	(31.2)	(30.8)	0.4
Gaming taxes	(51.5)	(51.0)	0.6
External supplies and services	(16.6)	(15.9)	0.8
Depreciation, amortization and impairment[(1)]	(39.1)	(43.6)	(4.4)
EBIT	**59.4**	**65.7**	**6.4**
EBITDA[(2)]	**98.5**	**109.3**	**10.8**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

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

Operating Revenues. Operating revenues from our Slots Spain Business Unit principally represent revenues collected from our slot machines after prize payouts. Operating revenues increased by 5.1% from €339.0 million for the six months ended June 30, 2024 to €356.4 million for the six months ended June 30, 2025.

Net Operating Revenues. Net operating revenues from our Slots Spain Business Unit 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 4.7% from €207.1 million for the six months ended June 30, 2024 to €216.8 million for the six months ended June 30, 2025.

Average revenues per unit also increased for the six months ended June 30, 2025 as compared to for the six months ended June 30, 2024.

Costs and Expenses. Costs and expenses for our Slots Spain Business Unit 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 Business Unit increased to €151.1 million for the six months ended June 30, 2025 as compared to €147.8 million for the six months ended June 30, 2024. The key changes in the components of operating expenses are as follows:

- *Consumption*. Consumption costs are primarily comprised of purchases of semi-finished and finished components. This expense category increased by 7.6% from €9.2 million for the six months ended June 30, 2024 to €9.9 million for the six months ended June 30, 2025. This increase was primarily due to the good performance of our B2B operations under our Slots Spain Business Unit.

- *Personnel Expenses*. Personnel expenses include wages and salaries for commercial, collection and technical support employees. This expense category decreased by 1.2% from €31.2 million for the six months ended June 30, 2024 to €30.8 million for the six months ended June 30, 2025.

- *Gaming Taxes*. Gaming taxes, which in Spain are incurred annually based on a fixed amount for each machine, decreased by 1.1% from €51.5 million for the six months ended June 30, 2024 to €51.0 million for the six months ended June 30, 2025. As a percentage of Business Unit net operating revenues, gaming taxes decreased to 23.5% for the six months ended June 30, 2025 from 24.9% for the six months ended June 30, 2024.

- *External Supplies and Services*. External expenses decreased by 4.8% from €16.6 million for the six months ended June 30, 2024 to €15.9 million for the six months ended June 30, 2025. Further, for the six months ended June 30, 2024 and 2025, respectively, rent and lease costs for certain facilities amounted to €1.3 million and €0.6 million, professional expenses amounted to €1.1 million and €1.1 million, and publicity, advertising and public relation expenses amounted to €0.4 million and €0.2 million.

- *Depreciation, Amortization and Impairment*. Depreciation, amortization and impairment expenses increased by 11.3% from €39.1 million for the six months ended June 30, 2024 to €43.6 million for the six months ended June 30, 2025.

EBIT. EBIT for our Slots Spain Business Unit increased from €59.4 million for the six months ended June 30, 2024 to €65.7 million for the six months ended June 30, 2025.

EBITDA. EBITDA for our Slots Spain Business Unit increased from €98.5 million for the six months ended June 30, 2024 to €109.3 million for the six months ended June 30, 2025, driven by the impact of productivity improvement programs implemented in the slot route operations business. EBITDA Margin (EBITDA as a percentage of Business Unit net operating revenues) increased to 50.4% for the six months ended June 30, 2025 as compared to 47.5% for the six months ended June 30, 2024.

Online Gaming & Betting

	For the six months ended June 30,		
(in € millions, except percentages)	**2024**	**2025**	**Change**
	(unaudited)	*(unaudited)*	
Operating Revenues	**193.9**	**291.5**	**97.6**
Variable rent and other	(24.2)	(21.4)	2.8
Net Operating Revenues	**169.7**	**270.1**	**100.4**
Consumption	(0.8)	(0.7)	0.1
Personnel expenses	(12.7)	(24.0)	(11.3)
Gaming taxes	(36.8)	(55.0)	(18.1)
External supplies and services	(88.9)	(134.3)	(45.4)
Depreciation, amortization and impairment[(1)]	(17.5)	(27.9)	(10.4)
EBIT	**13.0**	**28.2**	**15.3**
EBITDA[(2)]	**30.5**	**56.1**	**25.7**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

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

Operating Revenues. Operating revenues from our Online Gaming & Betting Business Unit comprise the total amount of sports betting products sold and total amount collected on the betting machines and through the betting operations, net of prizes paid to customers. Operating revenues from our Online Gaming & Betting Business Unit increased by 50.3% from €193.9 million for the six months ended June 30, 2024 to €291.5 million for the six months ended June 30, 2025.

Net Operating Revenues. Net operating revenues from our Online Gaming & Betting Business Unit represent operating revenues after variable rent and other payments. Net operating revenues increased by 59.2% to €270.1 million for the six months ended June 30, 2025 from €169.7 million for the six months ended June 30, 2024, due to the full consolidation of Apuesta Total in Peru and CasinoPortugal, as well as strong organic growth.

Costs and Expenses. Costs and expenses from our Online Gaming & Betting Business Unit principally include personnel expenditures, depreciation, amortization and impairment expenses, taxes on gaming and other operating expenses.

Overall costs and expenses for the Online Gaming & Betting Business Unit increased by 54.3% from €156.7 million for the six months ended June 30, 2024 to €241.9 million for the six months ended June 30, 2025. The key changes in the components of operating expenses are as follows:

- *Consumption*. Consumption expense for our Online Gaming & Betting Business Unit primarily relate to ordinary course costs such as spare parts for machines in connection with our betting terminals in retail outlets and betting shops. Consumption expense decreased to €0.7 million for the six months ended June 30, 2025 compared to €0.8 million for the six months ended June 30, 2024.

- *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 89.0% from €12.7 million for the six months ended June 30, 2024 to €24.0 million for the six months ended June 30, 2025. As a percentage of Business Unit EBITDA, personnel expenses increased to 42.8% for the six months ended June 30, 2025 from 41.7% for the six months ended June 30, 2024. This increase was mainly due to the increased personnel of Apuesta Total which, although obtains a majority of its revenues from online gaming, has substantial retail gaming business.

- *Gaming Taxes*. Gaming taxes increased by 49.3% to €55.0 million for the six months ended June 30, 2025 from €36.8 million for the six months ended June 30, 2024.

- *External Supplies and Services*. External expenses increased by 51.0% to €134.3 million for the six months ended June 30, 2025 from €88.9 million for the six months ended June 30, 2024. Further, for the six months ended June 30, 2024 and 2025, respectively, rent and lease costs for certain facilities amounted to €0.4 million and €3.2 million, professional expenses amounted to €54.6 million (mainly attributable to commission paid to third parties (media groups of famous personalities from the sports industry) for the association with them under the "skin model" established through E-Play24, a licensed gambling operator in Italy allowing such third parties to create different betting websites under different brands by using the E-Play24 license as a "skin" and to receive a commission for each bet placed while E-Play24 recognizes revenues from such bets) and €61.0 million, and publicity, advertising and public relation expenses amounted to €11.5 million and €20.6 million. The increases referred to above were mainly due to the full consolidation of Apuesta Toal in Peru.

- *Depreciation, Amortization and Impairment Expenses*. Depreciation, amortization and impairment expenses increased from €17.5 million for the six months ended June 30, 2024 to €27.9 million for the six months ended June 30, 2025. This increase was primarily due to the amortization of installation rights for the acquisition of Apuesta Total in July 2024 and CasinoPortugal in December 2024.

EBIT. EBIT from our Online Gaming & Betting Business Unit increased from €13.0 million for the six months ended June 30, 2024 to €28.2 million for the six months ended June 30, 2025.

EBITDA. EBITDA for our Online Gaming & Betting Business Unit increased by 84.3% to €56.1 million for the six months ended June 30, 2025 from €30.5 million for the six months ended June 30, 2024. EBITDA Margin (EBITDA as a percentage of Business Unit net operating revenues) increased to 20.8% for the six months ended June 30, 2025 compared to 17.9% for the six months ended June 30, 2024 primarily supported by economies of scale resulting from higher net operating revenues and the implementation of efficiency programs, among other factors.

Slots Italy

	For the six months ended June 30,		
(in € millions, except percentages)	**2024**	**2025**	**Change**
	(unaudited)	*(unaudited)*	
Operating Revenues	**232.7**	**243.9**	**11.2**
Variable rent and other	(41.6)	(43.2)	(1.6)
Net Operating Revenues	**191.1**	**200.7**	**9.7**
Consumption	(3.5)	(3.3)	0.3
Personnel expenses	(9.2)	(9.8)	(0.6)
Gaming taxes	(150.3)	(159.3)	(9.0)
External supplies and services	(13.1)	(12.5)	0.6
Depreciation, amortization and impairment[(1)]	(9.3)	(10.8)	(1.5)
EBIT	**5.6**	**5.0**	**(0.6)**
EBITDA[(2)]	**14.9**	**15.8**	**0.9**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

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

Operating Revenues. Operating revenues from our Slots Italy Business Unit principally represent revenues collected from our slot machines after prize payouts. Our Slots Italy Business Unit is both an operator

as well as a concessionaire business, where we operate the slots but also hold the license for the activity. Accordingly, our Operating revenues from our Slots Italy Business Unit also include the fee charged by us as concessionaire where we also undertake certain administrative functions in relation to taxes etc. Operating revenues increased by 4.8% from €232.7 million for the six months ended June 30, 2024 (with 11,149 AWPs and 2,542 VLTs as of such date) to €243.9 million for the six months ended June 30, 2025 (with 12,546 AWPs and 2,603 VLTs as of such date).

Net Operating Revenues. Net operating revenues from our Slots Italy Business Unit represent operating revenues after variable rent and other payments made to site owners. Net operating revenues increased by 5.1% from €191.1 million for the six months ended June 30, 2024 to €200.7 million for the six months ended June 30, 2025.

Costs and Expenses. Costs and expenses for our Slots Italy Business Unit 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 Italy Business Unit increased to €195.7 million for the six months ended June 30, 2025 as compared to €185.5 million for the six months ended June 30, 2024. The key changes in the components of operating expenses are as follows:

- *Consumption*. This expense category decreased by 7.4% from €3.5 million for the six months ended June 30, 2024 to €3.3 million for the six months ended June 30, 2025.

- *Personnel Expenses*. Personnel expenses include wages and salaries for commercial, collection and technical support employees. This expense category increased by 7.0% to €9.8 million for the six months ended June 30, 2025 from €9.2 million for the six months ended June 30, 2024.

- *Gaming Taxes*. Gaming taxes, which in Italy are incurred at a variable rate based on machine revenues, increased by 6.0% from €150.3 million for the six months ended June 30, 2024 to €159.3 million for the six months ended June 30, 2025. As a percentage of Business Unit net operating revenues, gaming taxes increased by 0.7% to 79.4% for the six months ended June 30, 2025 from 78.7% for the six months ended June 30, 2024.

- *External Supplies and Services*. This expense category decreased by 4.6% from €13.1 million for the six months ended June 30, 2024 to €12.5 million for the six months ended June 30, 2025. Further, for the six months ended June 30, 2024 and 2025, respectively, rent and lease costs for certain facilities amounted to €5.8 million and €5.3 million and professional expenses amounted to €0.7 million and €0.6 million, and publicity, advertising and public relation expenses amounted to €0.1 million and €0.3 million.

- *Depreciation, Amortization and Impairment*. Depreciation, amortization and impairment expenses increased by 16.1% from €9.3 million for the six months ended June 30, 2024 to €10.8 million for the six months ended June 30, 2025.

EBIT. EBIT for our Slots Italy Business Unit decreased from €5.6 million for the six months ended June 30, 2024 to €5.0 million for the six months ended June 30, 2025.

EBITDA. EBITDA for our Slots Italy Business Unit increased from €14.9 million for the six months ended June 30, 2024 to €15.8 million for the six months ended June 30, 2025, primarily due to the acquisition of Royal Games S.r.l., an AWP operator in the Italian market on January 13, 2025. EBITDA Margin (EBITDA as a percentage of Business Unit net operating revenues) increased to 7.9% for the six months ended June 30, 2025 as compared to 7.8% for the six months ended June 30, 2024.

Year ended December 31, 2024 compared to the year ended December 31, 2023

	For the year ended December 31,		
(in € millions, except percentages)	**2023**	**2024**	**Change**
	(audited)	*(audited)*	
Operating Revenues	**2,396.7**	**2,563.9**	**167.2**
Variable rent and other	(405.7)	(413.7)	(8.0)
Net Operating Revenues	**1,991.0**	**2,150.2**	**159.2**
Consumption	(57.7)	(56.2)	1.5
Personnel expenses	(317.6)	(338.4)	(20.8)

(in € millions, except percentages)	For the year ended December 31, 2023	2024	Change
Gaming taxes	(599.2)	(617.9)	(18.7)
External supplies and services	(386.3)	(438.3)	(52.0)
Depreciation, amortization and impairment[1]	(318.5)	(365.9)	(47.4)
EBIT	**311.7**	**333.4**	**21.7**
Financial results[2]	(174.8)	(215.1)	(40.3)
Loss/(Profit) on investment in associates	4.9	7.1	2.2
Foreign exchange results	1.6	(9.7)	(11.3)
Results on sale of non-current assets	(4.3)	(4.8)	(0.5)
Profit/(loss)before tax	**139.1**	**111.0**	**(28.1)**
Income tax	(27.1)	(66.6)	(39.5)
Net profit/(loss) for the period	**112.0**	**44.3**	**(67.7)**
Minority interest	(32.0)	(31.7)	0.3
Net profit/(loss) for the period attributable to Cirsa	**80.0**	**12.6**	(67.4)
EBITDA[3]	**630.1**	**699.3**	**69.2**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

(2) Financial results comprises finance income less finance costs and expenses (which includes finance lease expenses and change in financial provisions).

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

Net Operating Revenues

Net operating revenues increased by €159.2 million, or 8.0%, from €1,991.0 million in the year ended December 31, 2023 to €2,150.2 million in the year ended December 31, 2024. The growth in net operating revenues was primarily due to the good performance of our Online Gaming & Betting Business Unit as well as our Slots Spain Business Unit, positively impacted by full year consolidation of Apuesta Total (whose net operating revenue for the year ended December 31, 2024 was €135.5 million), as well as our Slots Spain Business Unit. As a comparison, the acquisition of Modena Giochi in April 2023 added net operating revenues of €56.4 million for the year ended December 31, 2023 (with net operating revenues of €72.8 million for the year ended December 31, 2023) and the acquisition of E-Play24 in July 2022 added net operating revenues of €69.0 million (with net operating revenues of €157.8 million for the year ended December 31, 2022).

External supplies and services

External supplies and services increased by 13.5% from €386.3 million in the year ended December 31, 2023 to €438.3 million in the year ended December 31, 2024. Further, for the year ended December 31, 2023 and 2024, respectively, rent and lease costs for certain facilities amounted to €34.5 million and €41.5 million, professional expenses amounted to €121.3 million and €149.3 million, and publicity, advertising and public relation expenses amounted to €63.9 million and €71.9 million.

EBIT

EBIT increased by €21.7 million, to €333.4 million in the year ended December 31, 2024 from €311.7 million in the year ended December 31, 2023. The growth was primarily due to the good performance of our Slots Spain Business Unit reflecting the implementation of selected productivity programs throughout our operations.

Financial Results

Financial results were negative €215.1 million in the year ended December 31, 2024 as compared to negative €174.8 million in the year ended December 31, 2023. The increase in finance costs in the reported period was mainly due to the increase in the nominal amount of the notes issued by the Group (€2,347.5 million, €2,130.0 million and €2,080.0 million for the years ended December 31, 2024, 2023 and 2022, respectively) and to the increase in the prevailing interest rate in the market that has affected the coupons in the new issuances carried out compared with the coupons of cancelled issuances. In addition, the amount of finance costs arising from other loans and payables increased to €38.8 million in the year ended December 31, 2024 from €19.2 million in the year ended December 31, 2023 due to the increase in the finance costs arising from payables for the deferred payment for the acquisition of companies (which increased to €12.6 million in the year ended December 31, 2024 from 4.7 million in the year ended December 31, 2023).

Loss/(Profit) on investment in associates

Loss/(Profit) on investment in associates were €7.1 million in the year ended December 31, 2024 as compared to €4.9 million in the year ended December 31, 2023.

Income Tax Expense

Income tax expense increased to €66.6 million in the year ended December 31, 2024 from €27.1 million in the year ended December 31, 2023. The increase was primarily due to a reduction of the amount of financial expense that can be deducted as an expense for tax purposes, which, in turn, was mainly due to: (i) a regulatory change effective January 1, 2024, which established that any income, expenses or revenues not included permanently in the corporate income tax base of a taxpayer (which serves as a reference for determining financial expenses) should be excluded from the operating profit of such taxpayer; and (ii) higher finance costs. Additional contributing factors to such increase were also because the Income tax expense for the year ended December 31, 2023 was positively impacted by certain deferred tax assets (€12.5 million) recorded from unused deductions for which it was considered likely that sufficient taxable profit would be generated in the future, as well as the utilization of certain unused tax loss carryforwards.

Net Profit

As a result of the foregoing, net profit/(loss) for the period attributable to Cirsa, after minority interests, was €12.6 million in the year ended December 31, 2024 as compared to €80.0 million in the year ended December 31, 2023.

EBITDA

EBITDA increased by €69.2 million, or 11.0%, to €699.3 million in the year ended December 31, 2024 from €630.1 million in the year ended December 31, 2023. EBITDA Margin (EBITDA as a percentage of net operating revenues) increased from 31.6% in the year ended December 31, 2023 to 32.5% in the year ended December 31, 2024. The increase in EBITDA was primarily due to the good performance of the Casinos, Slots Spain and Online Gaming & Betting Business Units.

Historical Results of Operations by Business Unit

Casinos

	For the year ended December 31,		
(in € millions, except percentages)	**2023**	**2024**	**Change**
	(audited)	*(audited)*	
Operating Revenues	**948.5**	987.9	**39.4**
Variable rent and other	(17.7)	(19.7)	(2.0)
Net Operating Revenues	**930.8**	**968.3**	**37.5**
Consumption	(28.2)	(27.6)	0.6
Personnel expenses	(177.7)	(186.8)	(9.1)
Gaming taxes	(134.6)	(138.9)	(4.3)
External supplies and services	(199.2)	(209.2)	(10.0)
Depreciation, amortization and impairment[(1)]	(193.5)	(201.1)	(7.6)
EBIT	**197.7**	**204.5**	**6.8**
EBITDA[(2)]	**391.1**	**405.7**	**14.6**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

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

Operating Revenues. Operating revenues from our Casinos and Gaming Halls primarily comprise revenues from gaming tables and slot machines located at our Casinos and Gaming Halls. We also generate revenues from restaurant services, on-site bars, admission ticket sales and tips. Operating revenues from our bingo operations (which are included in our Casinos Business Unit) 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 and Casinos without tables.

Operating revenues from our Casinos Business Unit increased by 4.2% from €948.5 million in the year ended December 31, 2023 to €987.9 million in the year ended December 31, 2024. This increase was primarily

due to the good level of customer visits through the year as a result of the implementation of our customer relationship management (CRM) strategies, which continue to drive our organic growth.

Net Operating Revenues. Net operating revenues from our Casinos Business Unit represent operating revenues after variable rent and other payments. Net operating revenues increased by 4.0% from €930.8 million in the year ended December 31, 2023 to €968.3 million in the year ended December 31, 2024. The increase in net operating revenues was mainly driven by organic growth in all our markets.

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

Costs and expenses for our Casinos Business Unit increased from €733.2 million in the year ended December 31, 2023 to €763.6 million in the year ended December 31, 2024. The key changes in the components of operating expenses are as follows:

- *Consumption*. Consumption costs for our Casinos Business Unit principally include ordinary course costs such as playing cards and chips, ordinary course materials required to operate Casinos and Gaming Halls, such as food and beverages and bingo supplies. Consumption costs decreased to €27.6 million in the year ended December 31, 2024 from €28.2 million in the year ended December 31, 2023. As a percentage of Business Unit EBITDA, this expense category decreased by 6.8%.

- *Personnel Expenses*. Personnel expenses increased by 5.1% to €186.8 million in the year ended December 31, 2024 compared to €177.7 million in the year ended December 31, 2023. This increase was primarily owing to an increase in the minimum wage in countries such as Colombia and Mexico. As a percentage of Business Unit EBITDA, this expense category increased to 46.0% in the year ended December 31, 2024 compared to 45.4% in the year ended December 31, 2023.

- *Gaming Taxes*. Gaming taxes increased by 3.2% to €138.9 million in the year ended December 31, 2024 compared to €134.6 million in the year ended December 31, 2023. This increase was primarily due to the increase of revenues in all the countries in which we operate. As a percentage of Business Unit net operating revenues, this expense category decreased to 14.3% in the year ended December 31, 2024 compared to 14.5% in the year ended December 31, 2023.

- *External Supplies and Services*. External supplies and services expenses for our Casinos Business Unit include costs such as security, travel, professional services, sales and marketing, and lease costs for our Casinos and Gaming Halls. This expense category increased by 5.0% to €209.2 million in the year ended December 31, 2024 from €199.2 million in the year ended December 31, 2023, primarily due to an increase in the leases of some of our premises. As a percentage of Business Unit EBITDA, this expense category increased to 51.6% in the year ended December 31, 2024 compared to 50.9% in the year ended December 31, 2023. Further, for the years ended December 31, 2023 and 2024, respectively, rent and lease costs for certain facilities amounted to €22.5 million and €25.5 million, professional expenses amounted to €10.7 million and €8.6 million, and publicity, advertising and public relation expenses amounted to €41.0 million and €41.8 million.

- *Depreciation, Amortization and Impairment*. Depreciation, amortization and impairment expenses increased to €201.1 million in the year ended December 31, 2024 compared to €193.5 million in the year ended December 31, 2023.

EBIT. EBIT from our Casinos Business Unit increased to €204.5 million in the year ended December 31, 2024 from €197.7 million in the year ended December 31, 2023.

EBITDA. EBITDA for our Casinos Business Unit increased by 3.7% to €405.7 million in the year ended December 31, 2024 from €391.1 million in the year ended December 31, 2023. EBITDA Margin (EBITDA as a percentage of Business Unit net operating revenues) slightly decreased to 41.9% in the year ended December 31, 2024 compared to 42.0% in the year ended December 31, 2023.

Slots Spain

(in € millions, except percentages)	For the year ended December 31, 2023	2024	Change
	(audited)	*(audited)*	
Operating Revenues	**644.9**	**682.0**	**37.1**
Variable rent and other	(249.9)	(267.7)	(17.8)
Net Operating Revenues	395.0	**414.3**	**19.3**
Consumption	(21.7)	(21.9)	(0.2)
Personnel expenses	(63.7)	(64.3)	(0.6)
Gaming taxes	(103.2)	(102.8)	0.4
External supplies and services	(37.3)	(34.6)	2.7
Depreciation, amortization and impairment[(1)]	(74.5)	(81.9)	(7.4)
EBIT	**94.7**	**108.8**	**14.1**
EBITDA[(2)]	**169.2**	**190.7**	**21.5**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

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

Operating Revenues. Operating revenues from our Slots Spain Business Unit principally represent revenues collected from our slot machines after prize payouts. Operating revenues increased by 5.8% from €644.9 million in the year ended December 31, 2023 to €682.0 million in the year ended December 31, 2024.

Net Operating Revenues. Net operating revenues from our Slots Spain Business Unit 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 4.9% from €395.0 million in the year ended December 31, 2023 to €414.3 million in the year ended December 31, 2024.

Average revenues per unit also increased in the year ended December 31, 2024 as compared to the year ended December 31, 2023.

Costs and Expenses. Costs and expenses for our Slots Spain Business Unit 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 Business Unit increased to €305.5 million in the year ended December 31, 2024 as compared to €300.4 million in the year ended December 31, 2023. The key changes in the components of operating expenses are as follows:

- *Consumption*. Consumption costs are primarily comprised of purchases of semi-finished and finished components. This expense category increased by 0.9% from €21.7 million in the year ended December 31, 2023 to €21.9 million in the year ended December 31, 2024. This increase was primarily due to the good performance of our B2B operations under our Slots Spain Business Unit.

- *Personnel Expenses*. Personnel expenses include wages and salaries for commercial, collection and technical support employees. This expense category increased by 0.9% from €63.7 million in the year ended December 31, 2023 to €64.3 million in the year ended December 31, 2024.

- *Gaming Taxes*. Gaming taxes, which in Spain are incurred annually based on a fixed amount for each machine, decreased by 0.4% from €103.2 million in the year ended December 31, 2023 to €102.8 million in the year ended December 31, 2024. As a percentage of Business Unit net operating revenues, gaming taxes decreased to 24.8% in the year ended December 31, 2024 from 26.1% in the year ended December 31, 2023.

- *External Supplies and Services*. External expenses decreased by 7.2% from €37.3 million in the year ended December 31, 2023 to €34.6 million in the year ended December 31, 2024. Further, for the years ended December 31, 2023 and 2024, respectively, rent and lease costs for certain facilities amounted to €3.3 million and €2.0 million, professional expenses amounted to €1.9 million and €4.1 million, and publicity, advertising and public relation expenses amounted to €0.4 million and €0.7 million.

- *Depreciation, Amortization and Impairment*. Depreciation, amortization and impairment expenses increased by 9.9% from €74.5 million in the year ended December 31, 2023 to €81.9 million in the year ended December 31, 2024.

EBIT. EBIT for our Slots Spain Business Unit increased from €94.7 million in the year ended December 31, 2023 to €108.8 million in the year ended December 31, 2024.

EBITDA. EBITDA for our Slots Spain Business Unit increased from €169.2 million in the year ended December 31, 2023 to €190.7 million in the year ended December 31, 2024, driven by an overall mix improvement, particularly in the PoS quality and slot machines portfolio optimizations that resulted in higher daily revenues per slot and also by the strong performance of our B2B business. EBITDA Margin (EBITDA as a percentage of Business Unit net operating revenues) increased to 46.0% in the year ended December 31, 2024 as compared to 42.8% in the year ended December 31, 2023.

Online Gaming & Betting

	For the year ended December 31,		
(in € millions, except percentages)	**2023**	**2024**	**Change**
	(audited)	*(audited)*	
Operating Revenues	**378.8**	**465.6**	**86.8**
Variable rent and other	(53.3)	(45.2)	8.1
Net Operating Revenues	**325.5**	**420.4**	**94.9**
Consumption	(2.7)	(1.3)	1.4
Personnel expenses	(26.2)	(39.5)	(13.3)
Gaming taxes	(73.8)	(82.0)	(8.2)
External supplies and services	(168.2)	(212.3)	(44.1)
Depreciation, amortization and impairment[(1)]	(35.2)	(61.5)	(26.3)
EBIT	**19.4**	**23.8**	**4.4**
EBITDA[(2)]	**54.6**	**85.3**	**30.7**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

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

Operating Revenues. Operating revenues from our Online Gaming & Betting Business Unit comprise the total amount of sports betting products sold and total amount collected on the betting machines and through the betting operations, net of prizes paid to customers. Operating revenues from our Online Gaming & Betting Business Unit increased by 22.9% from €378.8 million in the year ended December 31, 2023 to €465.6 million in the year ended December 31, 2024.

Net Operating Revenues. Net operating revenues from our Online Gaming & Betting Business Unit represent operating revenues after variable rent and other payments. Net operating revenues increased by 29.2% to €420.4 million in the year ended December 31, 2024 compared to €325.5 million in the year ended December 31, 2023, due to the full year consolidation of the acquisition of the leading Peruvian online sports betting and gaming operator Apuesta Total in July 2024 (whose net operating revenue for the year ended December 31, 2024 was €135.5 million).

Costs and Expenses. Costs and expenses from our Online Gaming & Betting Business Unit principally include personnel expenditures, depreciation, amortization and impairment expenses, taxes on gaming and other operating expenses.

Overall costs and expenses for the Online Gaming & Betting Business Unit increased by 29.6% from €306.1 million in the year ended December 31, 2023 to €396.6 million in the year ended December 31, 2024. The key changes in the components of operating expenses are as follows:

- *Consumption*. Consumption expense for our Online Gaming & Betting Business Unit primarily relate to ordinary course costs such as spare parts for machines in connection with our betting terminals in retail outlets and betting shops. Consumption expense decreased to €1.3 million in the year ended December 31, 2024 compared to €2.7 million in the year ended December 31, 2023.

- *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 50.8% from €26.2 million in the year ended December 31, 2023 to €39.5 million in the year ended

December 31, 2024. As a percentage of Business Unit EBITDA, personnel expenses decreased to 46.3% in the year ended December 31, 2024 from 48.0% in the year ended December 31, 2023. This increase was mainly due to the business model of Apuesta Total including a retail gaming business which, as of the date of the acquisition in July 2024, had 1,469 employees. Prior to the acquisition of Apuesta Total, we had only 584 employees in the Online Gaming & Betting Business Unit.

- *Gaming Taxes*. Gaming taxes increased by 11.1% to €82.0 million in the year ended December 31, 2024 from €73.8 million in the year ended December 31, 2023.

- *External Supplies and Services*. External expenses increased by 26.2% to €212.3 million in the year ended December 31, 2024 from €168.2 million in the year ended December 31, 2023. Further, for the year ended December 31, 2023 and 2024, respectively, rent and lease costs for certain facilities amounted to €1.6 million and €5.4 million, professional expenses amounted to €99.7 million (mainly attributable to commission paid to third parties (media groups or famous personalities from the sports industry) for the association with them under the "skin model" established through E-Play24, a licensed gambling operator in Italy allowing such third parties to create different betting websites under different brands by using the E-Play24 license as a "skin" and to receive a commission for each bet placed while E-Play24 recognizes revenues from such bets) and €125.4 million, and publicity, advertising and public relation expenses amounted to €22.9 million and €28.6 million. The increases referred to above were mainly due to the acquisition of Apuesta Total in July 2024.

- *Depreciation, Amortization and Impairment Expenses*. Depreciation, amortization and impairment expenses increased from €35.2 million in the year ended December 31, 2023 to €61.5 million in the year ended December 31, 2024. This increase was primarily due to a €9.0 million depreciation of our goodwill arising from the review of Ganabet's valuation, the amortization of installation rights for the acquisition of Apuesta Total in July 2024 and a provision relating to E-Play24's payables.

EBIT. EBIT from our Online Gaming & Betting Business Unit increased from €19.4 million in the year ended December 31, 2023 to €23.8 million in the year ended December 31, 2024.

EBITDA. EBITDA for our Online Gaming & Betting Business Unit increased by 56.2% to €85.3 million in the year ended December 31, 2024 from €54.6 million in the year ended December 31, 2023. EBITDA Margin (EBITDA as a percentage of Business Unit net operating revenues) increased to 20.3% in the year ended December 31, 2024 compared to 16.8% in the year ended December 31, 2023 primarily driven by the acquisition of Apuesta Total in July 2024, which contributed to higher margins over the year.

Slots Italy

	For the year ended December 30,		
(in € millions, except percentages)	**2023**	**2024**	**Change**
	(audited)	*(audited)*	
Operating Revenues	**446.0**	**450.0**	**4.0**
Variable rent and other	(83.7)	(81.1)	2.6
Net Operating Revenues	**362.3**	**368.8**	**6.5**
Consumption	(7.0)	(6.1)	0.9
Personnel expenses	(17.2)	(18.9)	(1.7)
Gaming taxes	(287.3)	(290.1)	(2.8)
External supplies and services	(23.5)	(24.7)	(1.2)
Depreciation, amortization and impairment[(1)]	(16.1)	(19.4)	(3.3)
EBIT	**11.2**	**9.6**	**(1.6)**
EBITDA[(2)]	**27.4**	**29.0**	**1.6**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

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

Operating Revenues. Operating revenues from our Slots Italy Business Unit principally represent revenues collected from our slot machines after prize payouts. Our Slots Italy Business Unit is both an operator as well as a concessionaire business, where we operate the slots but also hold the license for the activity. Accordingly, our Operating revenues from our Slots Italy Business Unit also include the fee charged by us as concessionaire where we also undertake certain administrative functions in relation to taxes etc. Operating revenues increased by 0.9% from €446.0 million in the year ended December 31, 2023 (with 10,986 AWPs and

2,477 VLTs as of such date) to €450.0 million in the year ended December 31, 2024 (with 11,015 AWPs and 2,571 VLTs as of such date).

Net Operating Revenues. Net operating revenues from our Slots Italy Business Unit represent operating revenues after variable rent and other payments made to site owners. Net operating revenues increased by 1.8% from €362.3 million in the year ended December 31, 2023 to €368.8 million in the year ended December 31, 2024.

Costs and Expenses. Costs and expenses for our Slots Italy Business Unit 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 Italy Business Unit increased to €359.2 million in the year ended December 31, 2024 as compared to €351.1 million in the year ended December 31, 2023. The key changes in the components of operating expenses are as follows:

- *Consumption*. This expense category decreased by 12.9% from €7.0 million in the year ended December 31, 2023 to €6.1 million in the year ended December 31, 2024.

- *Personnel Expenses*. Personnel expenses include wages and salaries for commercial, collection and technical support employees. This expense category increased by 9.9% to €18.9 million in the year ended December 31, 2024 from €17.2 million in the year ended December 31, 2023.

- *Gaming Taxes*. Gaming taxes, which in Italy are incurred at a variable rate based on machine revenues, increased by 1.0% from €287.3 million in the year ended December 31, 2023 to €290.1 million in the year ended December 31, 2024. As a percentage of Business Unit net operating revenues, gaming taxes decreased by 0.6% to 78.7% in the year ended December 31, 2024 from 79.3% in the year ended December 31, 2023.

- *External Supplies and Services*. This expense category increased by 5.1% from €23.5 million in the year ended December 31, 2023 to €24.7 million in the year ended December 31, 2024. Further, for the years ended December 31, 2023 and 2024, respectively, rent and lease costs for certain facilities amounted to €10.5 million and €10.6 million and professional expenses amounted to €1.9 million and €1.4 million, and publicity, advertising and public relation expenses amounted to €0.8 million and €0.3 million.

- *Depreciation, Amortization and Impairment*. Depreciation, amortization and impairment expenses increased by 20.5% from €16.1 million in the year ended December 31, 2023 to €19.4 million in the year ended December 31, 2024.

EBIT. EBIT for our Slots Italy Business Unit decreased from €11.2 million in the year ended December 31, 2023 to €9.6 million in the year ended December 31, 2024.

EBITDA. EBITDA for our Slots Italy Business Unit increased from €27.4 million in the year ended December 31, 2023 to €29.0 million in the year ended December 31, 2024, primarily due to the cost efficiencies achieved. EBITDA Margin (EBITDA as a percentage of Business Unit net operating revenues) increased to 7.9% in the year ended December 31, 2024 as compared to 7.6% in the year ended December 31, 2023.

Year ended December 31, 2023 compared to the year ended December 31, 2022

	For the year ended December 31,		
(in € millions, except percentages)	**2022**	**2023**	**Change**
	(audited)	*(audited)*	
Operating Revenues	**2,038.9**	**2,396.7**	**357.8**
Variable rent and other	(337.8)	(405.7)	(67.9)
Net Operating Revenues	**1,701.1**	**1,991.0**	**289.9**
Consumption	(43.8)	(57.7)	(13.9)
Personnel expenses	(278.8)	(317.6)	(38.8)
Gaming taxes	(504.6)	(599.2)	(94.6)
External supplies and services	(321.4)	(386.3)	(64.9)
Depreciation, amortization and impairment[(1)]	(302.6)	(318.5)	(15.9)
EBIT	**249.9**	**311.7**	**61.8**
Financial results[(2)]	(140.0)	(174.8)	(34.8)
Loss/(Profit) on investment in associates	2.1	4.9	2.8
Foreign exchange results	2.2	1.6	(0.6)

(in € millions, except percentages)	For the year ended December 31, 2022	2023	Change
Results on sale of non-current assets	(5.0)	(4.3)	0.7
Profit/(loss)before tax	**109.2**	**139.1**	**29.9**
Income tax	(29.6)	(27.1)	2.5
Net profit/(loss) for the year	**79.6**	**112.0**	**32.4**
Minority interest	(23.0)	(32.0)	(9.0)
Net profit/(loss) for the period attributable to Cirsa	**56.6**	**80.0**	**23.4**
EBITDA[3]	**552.5**	**630.1**	**77.6**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

(2) Financial results comprises finance income less finance costs and expenses (which includes finance lease expenses and change in financial provisions).

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

Net Operating Revenues

Net operating revenues increased by €289.9 million, or 17.0%, to €1,991.0 million in 2023 from €1,701.1 million in 2022. The growth in net operating revenues was primarily due to the strong performance of all our Business Units and geographies, in particular the increase in the revenue of our Casino, Slots Italy and Online Gaming & Betting Business Units.

External supplies and services

External supplies and services increased by 20.2% from €321.4 million in the year ended December 31, 2022 to €386.3 million in the year ended December 31, 2023. Further, for the years ended December 31, 2022 and 2023, respectively, rent and lease costs for certain facilities amounted to €34.3 million and €34.5 million, professional expenses amounted to €75.6 million and €121.3 million and publicity, advertising and public relation expenses amounted to €56.2 million and €63.9 million.

The increase in professional expenses was primarily due to increased costs associated with the acquisition of E-Play24, given that the business model of this company requires the payment of commission charges for "skins," as it allows other companies to operate without a license by using the E-Play24 license as a "skin" and receiving a commission for each bet placed while E-Play24 recognizes revenues from such bets.

EBIT

EBIT increased by €61.8 million from €249.9 million in 2022 to €311.7 million in 2023. 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 where we operate.

Financial Results

Financial results were negative €174.8 million in 2023 (a decrease of 24.9%) compared to negative €140.0 million in 2022, primarily due to higher EURIBOR rates resulting in interest on new bond issues to accrue at higher rates compared to the notes that were redeemed and have also negatively impacted the interest accruing on our existing floating rate notes.

Loss/(Profit) on investment in associates

Loss/(Profit) on investment in associates were €4.9 million in 2023 compared to €2.1 million in 2022.

Income Tax Expense

Income tax expense decreased to negative €27.1 million in 2023 from negative €29.6 million in 2022. The difference was primarily due to deferred tax assets recorded as of December 31, 2023 from unused deductions from which it was considered highly likely that sufficient taxable profit will be generated in the future.

Net Profit

As a result of the foregoing, net profit/(loss) for the period attributable to Cirsa, after minority interests, was €80.0 million in 2023 compared to €56.6 million in 2022.

EBITDA

EBITDA increased by €77.6 million to €630.1 million in 2023 from €552.5 million in 2022. EBITDA Margin (EBITDA as a percentage of net operating revenues) decreased from 32.5% in 2022 to an EBITDA Margin of 31.6% in 2023. The increase in EBITDA was primarily due to the strong performance of all our Business Units across our different markets and the sustainable productivity measures implemented.

Historical Results of Operations by Business Unit

Casinos

	For the year ended December 31,		
(in € millions, except percentages)	**2022**	**2023**	**Change**
	(audited)	*(audited)*	
Operating Revenues	**859.5**	**948.5**	**89.0**
Variable rent and other	(14.5)	(17.7)	(3.2)
Net Operating Revenues	**845.0**	**930.8**	**85.8**
Consumption	(23.6)	(28.2)	(4.6)
Personnel expenses	(156.5)	(177.7)	(21.2)
Gaming taxes	(125.0)	(134.6)	(9.6)
External supplies and services	(190.1)	(199.2)	(9.1)
Depreciation, amortization and impairment[(1)]	(194.5)	(193.5)	1.0
EBIT	**155.3**	**197.7**	**42.4**
EBITDA[(2)]	**349.8**	**391.1**	**41.3**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

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

Operating Revenues. Operating revenues from our Casinos and Gaming Halls primarily comprise revenues from gaming tables and slot machines located at our Casinos and Gaming Halls. We also generate revenues from restaurant services, on-site bars, admission ticket sales and tips. Operating revenues from Casinos and Gaming Halls include revenues from slot machines, electronic bingo and roulette.

Operating revenues from our Casinos Business Unit increased by 10.4% from €859.5 million in 2022 to €948.5 million in 2023. This increase was primarily due to the continuous growth in customer visits and number of customers as a result of our customer relationship management (CRM) strategies execution.

Net Operating Revenues. Net operating revenues from our Casinos Business Unit represent operating revenues after variable rent and other payments. Net operating revenues increased by 10.2% from €845.0 million in 2022 to €930.8 million in 2023. The increase in net operating revenues was mainly driven by the strong organic growth in all our markets.

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

Costs and expenses for our Casinos Business Unit increased from €689.7 million in 2022 to €733.2 million in 2023. The key changes in the components of operating expenses are as follows:

- *Consumption*. Consumption costs for our Casinos Business Unit principally include ordinary course costs such as playing cards and chips, ordinary course materials required to operate Casinos and Gaming Halls, such as food and beverages and bingo supplies. Consumption costs increased by 19.5% to €28.2 million in 2023 from €23.6 million in 2022. As a percentage of Business Unit EBITDA, this expense category slightly increased to 7.2% in 2023 compared to 6.7% in 2022.

- *Personnel Expenses*. Personnel expenses increased by 13.5% to €177.7 million in 2023 compared to €156.5 million in 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 Business Unit EBITDA, this expense category slightly increased to 45.4% in 2023 compared to 44.7% in 2022.

- *Gaming Taxes*. Gaming taxes increased by 7.7% to €134.6 million in 2023 compared to €125.0 million in 2022. This increase was primarily due to the increase in revenues in all geographies. As a percentage of Business Unit net operating revenues, this expense category decreased slightly to 14.4% in 2023 compared to 14.8% in 2022.

- *External Supplies and Services*. External supplies and services expenses for our Casinos Business Unit include costs such as security, travel, professional services, sales and marketing, and lease costs for our Casinos and Gaming Halls. This expense category increased by 4.8% to €199.2 million in 2023 from €190.1 million in 2022, 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 Business Unit EBITDA, this expense category decreased from 54.3% in 2022 to 50.9% in 2023. Further, for the years ended December 31, 2022 and 2023, respectively, rent and lease costs for certain facilities amounted to €21.5 million and €22.5 million, professional expenses amounted to €14.4 million and €10.7 million, and publicity, advertising and public relation expenses amounted to €36.3 million and €41.0 million.

- *Depreciation, Amortization and Impairment*. Depreciation, amortization and impairment expenses decreased slightly to €193.5 million in 2023 compared to €194.5 million in 2022. As a percentage of Business Unit EBITDA, this expense category decreased from 55.6% in 2022 to 49.5% in 2023.

EBIT. EBIT from our Casinos Business Unit increased to €197.7 million in 2023 from €155.3 million in 2022.

EBITDA. EBITDA for our Casinos Business Unit increased by 11.8% to €391.1 million in 2023 from €349.8 million in 2022. EBITDA Margin (EBITDA as a percentage of Business Unit net operating revenues) increased to 42.0% in 2023 compared to 41.4% in 2022. The EBITDA Margin increase was primarily due to the efficiency and productivity plans implemented.

Slots Spain

	For the year ended December 31,		
(in € millions, except percentages)	**2022**	**2023**	**Change**
	(audited)	*(audited)*	
Operating Revenues	**596.6**	**644.9**	**48.3**
Variable rent and other	(234.0)	(249.9)	(15.9)
Net Operating Revenues	362.6	395.0	**32.4**
Consumption	(12.6)	(21.7)	(9.1)
Personnel expenses	(57.8)	(63.7)	(5.9)
Gaming taxes	(104.5)	(103.2)	1.3
External supplies and services	(36.0)	(37.3)	(1.3)
Depreciation, amortization and impairment[(1)]	(81.6)	(74.5)	7.1
EBIT	**70.1**	**94.7**	**24.6**
EBITDA[(2)]	**151.7**	**169.2**	**17.5**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

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

Operating Revenues. Operating revenues from our Slots Spain Business Unit principally represent revenues collected from our slot machines after prize payouts. Operating revenues increased by 8.1% from €596.6 million in 2022 (with 25,700 slot machines as of December 31, 2022) to €644.9 million in 2023 (with 25,250 slot machines as of December 31, 2023). Revenues for our Slots Spain Business Unit were positively impacted due to higher revenue per slot as a result of our slot replacement program.

Net Operating Revenues. Net operating revenues from our Slots Spain Business Unit 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 8.9% from €362.6 million in 2022 to €395.0 million in 2023. Variable rent in Spain is higher than the other countries where we operate because the number of machines located on third parties PoS is significantly higher so our share of profits in Spain is also higher.

Average revenues per unit increased in the year ended December 31, 2023 as compared to the year ended December 31, 2022.

Costs and Expenses. Costs and expenses for our Slots Spain Business Unit 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 Business Unit increased by 2.7% to €300.4 million in 2023 compared to €292.5 million in 2022. The key changes in the components of operating expenses are as follows:

- *Consumption*. Consumption costs are primarily comprised of purchases of semi-finished and finished components. This expense category increased by 72.2% from €12.6 million in 2022 to €21.7 million in 2023. This increase was primarily due to the increase in the number of slot machines sold. As a percentage of Business Unit EBITDA, this expense category increased from 8.3% in 2022 to 12.8% in 2023.

- *Personnel Expenses*. Personnel expenses include wages and salaries for commercial, collection and technical support employees. This expense category increased by 10.2% to €63.7 million in 2023 from €57.8 million in 2022. This increase was primarily due to inflation-linked wage increases and bonuses linked to productivity gains. As a percentage of Business Unit EBITDA, this expense category decreased slightly from 38.1% in 2022 to 37.6% in 2023.

- *Gaming Taxes*. Gaming taxes, which in Spain are incurred annually based on a fixed amount for each machine, slightly decreased by 1.2% from €104.5 million in 2022 to €103.2 million in 2023. As a percentage of Business Unit net operating revenues, gaming taxes decreased to 26.1% in 2023 from 28.8% in 2022.

- *External Supplies and Services*. This expense category increased by 3.6% from €36.0 million in 2022 to €37.3 million in 2023. As a percentage of Business Unit EBITDA, this expense category decreased to 22.0% in 2023 from 23.7% in 2022. Further, for the years ended December 31, 2022 and 2023, respectively, rent and lease costs for certain facilities amounted to €3.6 million and €3.3 million and professional expenses amounted to €1.7 million and €1.9 million, and publicity, advertising and public relation expenses amounted to €0.5 million and €0.4 million.

- *Depreciation, Amortization and Impairment*. Depreciation, amortization and impairment expenses decreased by 8.7% from €81.6 million in 2022 to €74.5 million in 2023. As a percentage of Business Unit EBITDA, this expense category decreased from 53.8% in 2022 to 44.0% in 2023.

EBIT. EBIT for our Slots Spain Business Unit increased by €24.6 million from €70.1 million in 2022 to €94.7 million in 2023.

EBITDA. EBITDA for our Slots Spain Business Unit increased by 11.5% from €151.7 million in 2022 to €169.2 million in 2023, primarily due to better performance of our slots because of our slot machine replacement program and improved PoS mix. EBITDA Margin (EBITDA as a percentage of Business Unit net operating revenue) increased to 42.8% in 2023 compared to 41.8% in 2022.

Online Gaming & Betting

	For the year ended December 31,		
(in € millions, except percentages)	**2022**	**2023**	**Change**
	(audited)	*(audited)*	
Operating Revenues	**233.6**	**378.8**	**145.2**
Variable rent and other	(19.8)	(53.3)	(33.5)
Net Operating Revenues	**213.9**	**325.5**	**111.6**
Consumption	(1.3)	(2.7)	(1.4)
Personnel expenses	(20.0)	(26.2)	(6.2)
Gaming taxes	(40.4)	(73.8)	(33.4)
External supplies and services	(110.2)	(168.2)	(58.0)
Depreciation, amortization and impairment[(1)]	(24.6)	(35.2)	(10.6)
EBIT	**17.4**	**19.4**	**2.0**
EBITDA[(2)]	**42.0**	**54.6**	**12.6**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

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

Operating Revenues. Operating revenues from our Online Gaming & Betting Business Unit comprise the total amount of sports betting products sold and total amount collected on the betting machines and through the betting operations, net of prizes paid to customers. Operating revenues from our Online Gaming & Betting Business Unit increased by 62.2% from €233.6 million in 2022 to €378.8 million in 2023.

Net Operating Revenues. Net operating revenues from our Online Gaming & Betting Business Unit represent operating revenues after variable rent and other payments. Net operating revenues increased by 52.2% to €325.5 million in 2023 as compared to €213.9 million in 2022. Revenues for our Online Gaming & Betting Business Unit were positively impacted during 2023 by the overall strong performance of our online gaming business in Spain and the contribution of our acquisition in July 2022 of the Italian online gaming operator E-Play24. The contribution of E-Play24 to our net operating revenues was €157.8 million in 2022 and €151.2 million in 2023. Accordingly, excluding E-Play24, our net operating revenues would have increased by 210.7% to €174.3 million in 2023 as compared to €56.1 million in 2022.

Costs and Expenses. Costs and expenses from our Online Gaming & Betting Business Unit principally include personnel expenditures, depreciation, amortization and impairment expenses, taxes on gaming and other operating expenses.

Costs and expenses for the Online Gaming & Betting Business Unit increased by 55.8% from €196.4 million in 2022 to €306.1 million in 2023. The key changes in the components of operating expenses are as follows:

- *Consumption*. Consumption expense for our Online Gaming & Betting Business Unit primarily relate to ordinary course costs such as spare parts for machines in connection with our betting terminals in retail outlets and betting shops. Consumption expense increased to €2.7 million in 2023 from €1.3 million in 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 31.0% from €20.0 million in 2022 to €26.2 million in 2023. As a percentage of Business Unit EBITDA, personnel expenses slightly increased to 48.0% in 2023 from 47.6% in 2022.

- *Gaming Taxes*. Gaming taxes increased by 82.7% to €73.8 million in 2023 from €40.4 million in 2022.

- *External Supplies and Services*. External expenses increased by 52.6% to €168.2 million in 2023 from €110.2 million in 2022, primarily due to the full-year impact of the acquisition of E-Play24 (completed in July 2022) and other minor acquisitions completed in 2023. Further, for the years ended December 31, 2022 and 2023, respectively, rent and lease costs for certain facilities amounted to €0.6 million and €1.6 million, professional expenses amounted to €52.6 million and €99.7 million, and publicity, advertising and public relation expenses amounted to €20.4 million and €22.9 million.

- *Depreciation, Amortization and Impairment Expenses*. Depreciation, amortization and impairment expenses increased from €24.6 million in 2022 to €35.2 million in 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 (renamed *Sportium*).

EBIT. EBIT from our Online Gaming & Betting Business Unit increased from €17.4 million in 2022 to €19.4 million in 2023.

EBITDA. EBITDA for our Online Gaming & Betting Business Unit increased by 30.0% to €54.6 million in 2023 from €42.0 million in 2022. EBITDA Margin (EBITDA as a percentage of Business Unit net operating revenues) decreased to 16.8% in 2023 compared to 19.6% in 2022, primarily driven by new acquisitions with lower margins.

Slots Italy

(in € millions, except percentages)	For the year ended December 31, 2022	2023	Change
	(audited)	*(audited)*	
Operating Revenues	**369.2**	**446.0**	**76.8**
Variable rent and other	(70.1)	(83.7)	(13.6)
Net Operating Revenues	**299.1**	**362.3**	**63.2**
Consumption	(7.4)	(7.0)	0.4
Personnel expenses	(15.2)	(17.2)	(2.0)
Gaming taxes	(234.7)	(287.3)	(52.6)
External supplies and services	(22.4)	(23.5)	(1.1)
Depreciation, amortization and impairment[(1)]	(6.4)	(16.1)	(9.7)
EBIT	**13.1**	**11.2**	**(1.9)**
EBITDA[(2)]	**19.5**	**27.4**	**7.9**

(1) Depreciation, amortization and impairment includes write-offs and changes in trade provisions for the relevant period.

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

Operating Revenues. Operating revenues from our Slots Italy Business Unit principally represent revenues collected from our slot machines after prize payouts. Our Slots Italy Business Unit is both an operator as well as a concessionaire business, where we operate the slots but also hold the license for the activity. Accordingly, our Operating revenues from our Slots Italy Business Unit also include the fee charged by us as concessionaire where we also undertake certain administrative functions in relation to taxes etc. Operating revenues increased by 20.8% amounting to €76.8 million from €369.2 million in 2022 to €446.0 million in 2023, mainly due to the acquisition of Modena Giochi in April 2023, which added operating revenues of €85.5 million, 3,712 AWP machines to our operations and net operating revenues of €56.4 million for the year ended December 31, 2023.

Net Operating Revenues. Net operating revenues from our Slots Italy Business Unit represent operating revenues after variable rent and other payments made to site owners. Net operating revenues increased by 21.1% from €299.1 million in 2022 to €362.3 million in 2023.

Costs and Expenses. Costs and expenses for our Slots Italy Business Unit 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 Italy Business Unit increased by 22.8% to €351.1 million in 2023 as compared to €286.0 million in 2022. The key changes in the components of operating expenses are as follows:

- *Consumption*. Consumption costs are primarily comprised of payments made to co-managers of the VLT machines who carry out certain commercial activities. This expense category decreased by 5.0% from €7.4 million in the year ended December 31, 2022 to €7.0 million in the year ended December 31, 2023. This decrease was primarily due to the partial termination of such agreements with intermediaries. As a percentage of Business Unit EBITDA, this expense category decreased to 25.5% in 2023 from 37.9% in 2022.

- *Personnel Expenses*. Personnel expenses include wages and salaries for commercial, collection and technical support employees. This expense category increased by 13.1% to €17.2 million in 2023 from €15.2 million in 2022. As a percentage of Business Unit EBITDA, this expense category decreased to 62.8% in 2023 from 77.9% in 2022.

- *Gaming Taxes*. Gaming taxes, which in Italy are incurred at a variable rate based on machine revenues, increased by 22.4% from €234.7 million in 2022 to €287.3 million in 2023. As a percentage of Business Unit net operating revenues, gaming taxes slightly increased to 79.3% in 2023 from 78.5% in 2022.

- *External Supplies and Services*. This expense category increased by 5.0% from €22.4 million in 2022 to €23.5 million in 2023. As a percentage of Business Unit EBITDA, this expense category decreased to 85.8% in 2023 from 114.9% in 2022. Further, for the years ended December 31, 2022 and 2023, respectively, rent and lease costs for certain facilities amounted to €12.1 million and €10.5

million, professional expenses amounted to €1.6 million and €1.9 million, and publicity, advertising and public relation expenses amounted to €1.3 million and €0.8 million.

- *Depreciation, Amortization and Impairment*. Depreciation, amortization and impairment expenses increased from €6.4 million in 2022 to €16.1 million in 2023. As a percentage of Business Unit EBITDA, this expense category increased from 32.8% in 2022 to 58.8% in 2023.

EBIT. EBIT for our Slots Italy Business Unit decreased by €1.9 million from €13.1 million in 2022 to €11.2 million in 2023.

EBITDA. EBITDA for our Slots Italy Business Unit increased by 40.5% from €19.5 million in 2022 to €27.4 million in 2023, primarily due to increased operations as a result of the acquisition of Modena Giochi in April 2023. EBITDA Margin (EBITDA as a percentage of Business Unit net operating revenue) increased to 7.6% in 2023 compared to 6.5% in 2022. The increase was primarily due to efficiency programs.

Liquidity and Capital Resources

Overview

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 Business Unit. 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 and Gaming Halls. 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

Six months ended June 30, 2025 compared to six months ended June 30, 2024

	Six months ended June 30,	
(in € millions)	**2024**	**2025**
	(unaudited)	*(unaudited)*
Cash flows from operating activities		
Profit before tax, as per the consolidated profit and loss accounts	63.1	84.5
Adjustments for non-cash revenues and expenses:		
Depreciation, amortization and impairment	166.5	182.5
Change in operating provisions	1.3	0.5
Other	(0.9)	(1.0)
Financial items included in profit before tax:		
Financial results	103.5	111.2
Loss/(Profit) on investment in associates	(3.0)	(3.7)
Foreign exchange results	2.7	(10.0)
Results on sale of non-current assets	1.0	0.6
Adjusted profit before tax from operations before changes in net operating assets	**334.2**	**364.6**
Variations in:		
Receivables	(7.5)	(9.2)

(in € millions)	Six months ended June 30, 2024	2025
Inventories	(0.6)	(1.0)
Suppliers and other accounts payables	2.4	13.6
Accruals, net	(14.4)	(3.2)
Cash generated from operations	(20.1)	0.2
Income taxes paid	(43.6)	(20.3)
Net cash flows provided by operating activities	**270.4**	**344.5**
Cash flows from (used in) investing activities		
Purchase and development of property, plant and equipment	(50.9)	(39.1)
Purchase and development of intangibles	(52.1)	(56.5)
Business combinations payments and acquisition of participating companies	(29.1)	(134.5)
Proceeds from other financial assets	2.9	0.8
Purchase of other financial assets	(13.2)	(8.7)
Interest received on loans granted and cash revenues from other financial assets	3.7	1.4
Net cash flows used in investing activities	**(138.6)**	**(236.5)**
Cash flows from (used in) financing activities		
Proceeds/(Payment) from financial loans	3.2	51.0
Issuance of bonds	652.5	—
Repayment of bonds	(433.8)	(242.4)
Other transactions with shareholders	—	273.1
Lease principal payments	(38.9)	(41.8)
Interest paid on financial debt	(92.8)	(93.2)
Dividends, share premium refund and other	(226.1)	(21.8)
Net cash flows from (used in) financing activities	**(135.8)**	**(75.2)**
Net variation in cash and cash equivalents	(4.1)	32.9
Net foreign exchange differences	(0.5)	(5.5)
Cash and cash equivalents as of January 1	251.2	256.1
Cash and cash equivalents as of June 30	**246.6**	**283.5**

Cash Flows from Operating Activities. Our net cash flow from operating activities was €344.5 million in the six months ended June 30, 2025 and €270.4 million in the six months ended June 30, 2024. The difference in our net cash flow from operating activities in the six months ended June 30, 2025 compared to the six months ended June 30, 2024 was primarily due to the improvement in EBITDA, the constant control of working capital (which during the six months ended June 30, 2024 was impacted by two one-off items: (i) the payments made under the long-term incentive plan and (ii) certain payments made to suppliers in January 2024 instead of December 2023) and a recovery of income taxes for an amount of €8.8 million.

Cash Flows used in Investing Activities. Our net cash flow used in investing activities was negative €236.5 million in the six months ended June 30, 2025 and negative €138.6 million in the six months ended June 30, 2024. The difference in our net cash flow used in investing activities in the six months ended June 30, 2025 compared to the six months ended June 30, 2024 was primarily due to payment of the remaining consideration in connection with the initial acquisition of 70% stake of Apuesta Total.

Cash Flows from (used in) Financing Activities. Our net cash flow used in financing activities was negative €75.2 million in the six months ended June 30, 2025 and negative €135.8 million in the six months ended June 30, 2024. The difference in our net cash flow used in financing activities in the six months ended June 30, 2025 compared to the six months ended June 30, 2024 was primarily due to an equity contribution received by the Company and its subsidiaries further to the issuance of the PIK Notes, the proceeds of which were used to redeem the 2028 Floating Rate Notes, repay certain borrowings under the Revolving Credit Facility and pay related fees and expenses.

Year ended December 31, 2024 compared to the year ended December 31, 2023

(in € millions)	Year ended December 31, 2023	2024
	(audited)	*(audited)*
Cash flows from operating activities		
Profit before tax, as per the consolidated profit and loss accounts	139.1	111.0
Adjustments for non-cash revenues and expenses:		
Depreciation, amortization and impairment	315.9	360.2
Allowances for doubtful accounts and inventories	2.6	5.7
Other	2.3	(1.4)
Financial items included in profit before tax:		
Financial results	174.8	215.1
Loss/(Profit) on investment in associates	(4.9)	(7.1)
Foreign exchange results	(1.6)	9.7
Results on sale of non-current assets	4.3	4.8
Adjusted profit before tax from operations before changes in net operating assets	**632.5**	**698.0**
Variations in:		
Receivables	(10.1)	(12.4)
Inventories	5.7	1.4
Suppliers and other accounts payables	4.6	4.0
Accruals, net	2.5	(4.7)
Cash generated from operations	635.2	686.3
Income taxes paid	(90.8)	(78.9)
Net cash flows provided by operating activities	**544.4**	**607.4**
Cash flows from (used in) investing activities		
Purchase and development of property, plant and equipment	(64.2)	(109.2)
Purchase and development of intangibles	(102.5)	(82.3)
Business combinations payments and acquisition of participating companies	(59.1)	(95.0)
Proceeds from other financial assets	7.2	4.2
Purchase of other financial assets	(8.3)	(11.1)
Interest received on loans granted and cash revenues from other financial assets	2.8	7.2
Net cash flows used in investing activities	**(224.1)**	**(286.2)**
Cash flows from (used in) financing activities		
Proceeds/(Payment) from financial loans	(61.2)	(11.9)
Issuance of bonds	693.5	652.5
Repayment of bonds	(650.0)	(433.8)
Deferred gaming taxes, payables	(2.1)	0.0
Capital lease payments	(0.4)	(0.8)
Lease principal payments	(67.7)	(79.2)
Interest paid on financial debt	(142.9)	(188.4)
Dividends, share premium refund and other	(52.7)	(253.4)
Net cash flows from (used in) financing activities	**(283.5)**	**(315.0)**
Net variation in cash and cash equivalents	36.8	6.2
Net foreign exchange differences	1.0	(1.3)
Cash and cash equivalents as of January 1	213.4	251.2
Cash and cash equivalents as of December 31	**251.2**	**256.1**

Cash Flows from Operating Activities. Our net cash flow from operating activities was €607.4 million in the year ended December 31, 2024 and €544.4 million in the year ended December 31, 2023. The difference in our net cash flow from operating activities in the year ended December 31, 2024 compared to the year ended December 31, 2023 was primarily due to the improvement in EBITDA and the lower amount of income taxes paid in 2024, partially offset by the decrease in working capital further to the payments made under the long-term incentive plan in the first quarter of 2024 and some payments made to suppliers in January 2024 instead of December 2023, which positively impacted the working capital evolution of the year ended December 31, 2023.

Cash Flows used in Investing Activities. Our net cash flow used in investing activities was negative €286.2 million in the year ended December 31, 2024 and negative €224.1 million in the year ended December 31, 2023. The difference in our net cash flow used in investing activities in the year ended December 31, 2024 as compared to the year ended December 31, 2023 was due to an increase in both capital expenditures (€24.8 million) and M&A investments (€ 35.9 million).

Cash Flows from (used in) Financing Activities. Our net cash flow used in financing activities was negative €315.0 million in the year ended December 31, 2024 and net cash flow used in financing activities was negative €283.5 million in the year ended December 31, 2023. The difference in our net cash flow used in

financing activities in the year ended December 31, 2024 compared to the year ended December 31, 2023 was primarily due to the increase in payments on financial debt further to the increase in the coupons arising from higher EURIBOR rates.

Year ended December 31, 2023 compared to the year ended December 31, 2022

(in € millions)	Year ended December 31, 2022	2023
	(audited)	*(audited)*
Cash flows from operating activities		
Profit before tax, as per the consolidated profit and loss accounts	109.2	139.1
Adjustments for non-cash revenues and expenses:		
Depreciation, amortization and impairment	297.8	315.9
Allowances for doubtful accounts and inventories	4.8	2.6
Other	(1.2)	2.3
Financial items included in profit before tax:		
Financial results	140.0	174.8
Loss/(Profit) on investment in associates	(2.1)	(4.9)
Foreign exchange results	(2.2)	(1.6)
Results on sale of non-current assets	5.0	4.3
Adjusted profit before tax from operations before changes in net operating assets	**551.3**	**632.5**
Variations in:		
Receivables	(9.6)	(10.1)
Inventories	(1.4)	5.7
Suppliers and other accounts payables	7.8	4.6
Accruals, net	0.9	2.5
Cash generated from operations	549.0	635.2
Income taxes paid	(35.3)	(90.8)
Net cash flows provided by operating activities	**513.7**	**544.4**
Cash flows from (used in) investing activities		
Purchase and development of property, plant and equipment	(73.0)	(64.2)
Purchase and development of intangibles	(71.5)	(102.5)
Acquisition of participating companies, net of cash acquired	(65.7)	(59.1)
Proceeds from other financial assets	0.0	7.2
Purchase of other financial assets	(10.7)	(8.3)
Interest received on loans granted and cash revenues from other financial assets	1.6	2.8
Net cash flows used in investing activities	**(219.3)**	**(224.1)**
Cash flows from (used in) financing activities		
Proceeds/(Payment) from financial loans	(160.5)	(61.2)
Issuance of bonds	416.9	693.5
Repayment of bonds	(403.0)	(650.0)
Deferred gaming taxes, payables	(5.0)	(2.1)
Capital lease payments	(0.4)	(0.4)
Lease principal payments	(63.4)	(67.7)
Interest paid on financial debt	(122.5)	(142.9)
Dividends, share premium refund and other	(23.8)	(52.7)
Net cash flows from (used in) financing activities	**(361.7)**	**(283.5)**
Net variation in cash and cash equivalents	(67.3)	36.8
Net foreign exchange differences	0.4	1.0
Cash and cash equivalents as of January 1	280.2	213.4
Cash and cash equivalents as of December 31	**213.3**	**251.2**

Cash Flows from Operating Activities. Our net cash flow from operating activities was €544.4 million in 2023 and €513.7 million in 2022. The difference in our net cash flow from operating activities in 2023 compared to 2022 was primarily due to the improvement in EBITDA and positive working capital attributable to inventories, which was partially offset by the increase in income tax paid on increased operating revenues 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 broadly stable in 2022 and 2023, being €224.1 million in 2023 and €219.3 million in 2022.

Cash Flows from (used in) Financing Activities. Our net cash outflow for financing activities was €283.5 million in 2023 compared to a net cash outflow of €361.7 million in 2022. The difference in our net cash outflow for financing activities in 2023 compared to 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, which have been partially redeemed in February 2024.

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 business (which is now part of our Slots Spain Business Unit). 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, Slots Spain, Online Gaming & Betting and Slots Italy Business Units do have certain limited working capital requirements, particularly for cash, we believe that these Business Units are cash generative and fund a substantial portion of the working capital needs of the B2B business (which is now part of our Slots Spain Business Unit).

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, acquisitions, changes in regulation and general economic environment.

Six months ended June 30, 2025 compared to six months ended June 30, 2024

The following table, which is derived from our consolidated statement of cash flows, sets forth movements in our working capital for the periods indicated.

	Six months ended June 30,	
(in € millions)	**2024**	**2025**
	(unaudited)	*(unaudited)*
Variations in:		
Trade and other receivables[(1)]	(7.5)	(9.2)
Inventories	(0.6)	(1.0)
Payables	2.4	13.6
Accruals, net	(14.4)	(3.2)
Total	**(20.1)**	**0.2**

(1) Represents trade receivables, impairment losses, receivables from public administrations (which mainly correspond to payments on account of income tax, VAT and other tax receivables) and other accounts receivables (mainly corresponding to prepayments to owners of hospitality establishments for the portion of the earnings obtained from the slot machines located in their premises that they are entitled to receive).

Our results of operations can be impacted by the level of allowances for doubtful accounts. Movements in these allowances are recorded in "*Changes in trade provisions*" in our profit and loss account. Changes in trade provisions changed from €1.3 million in the six months ended June 30, 2024 to €0.4 million in the six months ended June 30, 2025.

The total variation in working capital was negative €20.1 million in the six months ended June 30, 2024 and €0.2 million in the six months ended June 30, 2025. The difference in working capital was primarily attributable to the payments made under the long-term incentive plan in the first quarter of 2024 and certain payments made to suppliers in January 2024 instead of December 2023.

Year ended December 31, 2024 compared to the year ended December 31, 2023

The following table, which is derived from our consolidated statement of cash flows, sets forth movements in our working capital for the periods indicated.

	Year ended December 31,	
(in € millions)	**2023**	**2024**
	(audited)	*(audited)*
Variations in:		
Trade and other receivables[(1)]	(10.1)	(12.4)
Inventories	5.7	1.4
Payables	4.6	4.0
Accruals, net	2.5	(4.7)
Total	**2.7**	**(11.7)**

(1) Represents trade receivables, impairment losses, receivables from public administrations (which mainly correspond to payments on account of income tax, VAT and other tax receivables) and other accounts receivables (mainly corresponding to prepayments to owners of hospitality establishments for the portion of the earnings obtained from the slot machines located in their premises that they are entitled to receive).

Our results of operations can be impacted by the level of allowances for doubtful accounts. Movements in these allowances are recorded in "*Changes in trade provisions*" in our profit and loss account. Changes in trade provisions changed from €2.6 million in the year ended December 31, 2023 to €5.7 million in the year ended December 31, 2024.

The total variation in working capital was positive €2.7 million in the year ended December 31, 2023 and negative €11.7 million in the year ended December 31, 2024. The difference in working capital was primarily attributable to the deferred payment of the acquisition of Apuesta Total and to the increase in accounts payable resulting from the improvement in EBITDA and the lower amount of income taxes accrued in 2023 and payable in 2024, partially offset by the decrease in working capital further to the payments made under the long-term incentive plan in the first quarter of 2024 and some payments made to suppliers in January 2024 instead of December 2023, which positively impacted the working capital evolution of the year ended December 31, 2023. For the years ended December 31, 2023 and 2024, the income taxes paid amounted to €90.8 million and €78.9 million, respectively.

Year ended December 31, 2023 compared to the year ended December 31, 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.

	Year ended December 31,	
(in € millions)	**2022**	**2023**
	(audited)	*(audited)*
Variations in:		
Trade and other receivables[(1)]	(9.6)	(10.1)
Inventories	(1.4)	5.7
Payables	7.8	4.6
Accruals, net	0.9	2.5
Total	**(2.3)**	**2.7**

(1) Represents trade receivables, impairment losses, receivables from public administrations (which mainly correspond to payments on account of income tax, VAT and other tax receivables) and other accounts receivables (mainly corresponding to prepayments to owners of hospitality establishments for the portion of the earnings obtained from the slot machines located in their premises that they are entitled to receive).

Our results of operations can be impacted by the level of allowances for doubtful accounts. Movements in these allowances are recorded in "*Changes in trade provisions*" in our profit and loss account. Changes in trade provisions changed from €4.8 million in 2022 to €2.6 million in 2023.

The total variation in working capital changed to positive €2.7 million in 2023 from negative €2.3 million in 2022. The change in working capital was primarily attributable to certain payments being made to suppliers in January 2024 instead of December 2023 due to bank holidays at the end of December 2023.

Capital Expenditures

The Group's investments are broadly categorized under three items: "*Purchase and development of property, plant and equipment*," "*Purchase and development of intangibles*" and "*Acquisition of investments in other companies*." We define capital expenditures to include the first two items as set forth below:

	Year ended December 31,			Six months ended June 30,	
(in € millions)	**2022**	**2023**	**2024**	**2024**	**2025**
	(audited)	*(audited)*	*(audited)*	*(unaudited)*	*(unaudited)*
Purchase and development of property, plant and equipment	(73.0)	(64.2)	(109.2)	(50.9)	(39.1)
Purchase and development of intangibles	(71.5)	(102.5)	(82.3)	(52.1)	(56.5)
Total Capital Expenditures	**(144.5)**	**(166.7)**	**(191.5)**	**(103.0)**	**(95.6)**

Our capital expenditures primarily consist of investments to maintain the quality of our facilities, to expand our capacity in our Slots Spain and Casinos Business Units and to fund research and development

expenditures made to support our B2B operations. Our gaming licenses are also included in intangible assets as they are capitalized. The amounts paid for those licenses are recorded as capital expenditures.

The following table sets forth our capital expenditures (excluding M&A activities) by Business Unit.

	Year ended December 31,			Six months ended June 30,	
(in € millions)	**2022**	**2023**	**2024**	**2024**	**2025**
	(audited)	*(audited)*	*(audited)*	*(unaudited)*	*(unaudited)*
Capital expenditures by Business Unit					
Casinos	(63.2)	(79.3)	(82.1)	(42.0)	(32.4)
Slots Spain	(64.1)	(67.3)	(79.8)	(46.7)	(51.0)
Online Gaming & Betting	(12.9)	(10.9)	(18.2)	(6.7)	(6.9)
Slots Italy	(4.1)	(7.7)	(10.3)	(7.0)	(5.1)
Structure	(0.2)	(1.5)	(1.0)	(0.7)	(0.2)
Total Capital Expenditures	**(144.5)**	**(166.7)**	**(191.5)**	**(103.0)**	**(95.6)**

Our total capital expenditures for the six months ended June 30, 2025 and June 30, 2024 were €95.6 million and €103.0 million, respectively.

Our total capital expenditures for 2024 were €191.5 million. Our major capital expenditures in 2024 included:

- €152.3 million of maintenance expenditures (including the amounts paid in acquisition of tangible fixed assets and intangible assets and excluding the acquisitions of companies for €94.5 million); and
- €39.2 million on the other expansion of our business.

Our total capital expenditures for 2023 were €166.7 million. Our major capital expenditures in 2023 included:

- €121.6 million of maintenance expenditures; and
- €45.1 million on the other expansion of our business.

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 expected Capital Expenditures for 2025 are expected to be in the range of 7% – 9% of our net operating revenues.

Our investments in acquired companies are included under "*Acquisition of investments in other companies*." For the six months ended June 30, 2025 and for the years ended December 31, 2022, 2023 and 2024, our investments in companies amounted to €134.5 million, €65.7 million, €59.1 million and €94.5 million, respectively.

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 Existing Notes.

Our consolidated contractual obligations as of June 30, 2025 and December 31, 2024, 2023 and 2022 were as follows:

(in € millions)	Principal Amount Outstanding	Balance as of December 31, 2022	2023	2024	Balance as of June 30, 2025
Description					
Loans secured by mortgage	—	—	—	—	—
Other loans	24.2	46.3	53.3	42.7	24.4
RCF credit lines[(1)]	66.0	68.0	—	—	66.0
Finance lease arrangements	1.6	1.0	1.0	1.7	1.6
Credit and discount lines[(2)]	13.1	9.3	6.2	6.7	13.1
Total	**104.9**	**124.6**	**60.5**	**51.1**	**105.1**

(1) The undrawn amounts of the Revolving Credit Facility amounted to €207.0 million as of December 31, 2022, €275.0 million as of December 31, 2023 and 2024 and €215.0 million as of June 30, 2025.

(2) The undrawn amounts of other credit facilities and discount lines amounted to €15.4 million, €19.0 million, €17.5 million and €30.4 million as of December 31, 2022, 2023 and 2024 and June 30, 2025, respectively.

Off Balance Sheet Arrangements

We generally do not utilize off balance sheet arrangements, other than performance bonds established by local regulations in the countries in which we operate for obligations for gaming taxes and prizes and other obligations. As of December 31, 2024 and June 30, 2025, the total guarantees and sureties for these performance bonds amounted to €164.1 million and €167.9 million, respectively. Such performance bonds are sureties and are required to be paid in the event that there is a default or other action in respect of the underlying agreement. No cash is pledged in respect of such performance bonds. In addition, we have granted security over material operating bank accounts of Cirsa and Cirsa Finance (although no amount has been pledged as of the date of this Offering Memorandum). See "*Description of Other Indebtedness—Existing Notes*."

See note 22 to Cirsa's Special Purpose Consolidated Financial Statements and "*—Financial Risk Management—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 and the other sources of liquidity such as local lines of debt for the Group as summarized in "*Description of Other Indebtedness*." We used the proceeds from the issuance of the €615 million aggregate principal amount of the 4.500% 2027 Notes in September 2021 to redeem in full certain U.S. dollar denominated senior secured notes due 2023 issued under a previous indenture, to redeem a portion of certain euro denominated senior secured notes due 2023 issued under a previous indenture and to repay and cancel a second revolving credit facility which originally matured in December 2021 but was repaid in September 2021. The proceeds from the issuance of the €375 million aggregate principal amount of the 2028 Fixed Rate Notes in July 2023 were used to redeem in full the entire outstanding amount of the remaining senior secured notes due 2023 and to redeem the entire outstanding

amount of certain senior secured floating rate notes due 2025. The proceeds from the issuance of the €450 million aggregate principal amount of the 2029 Notes in February 2024 were used to redeem the entire outstanding amount of certain senior secured notes due 2027 and to redeem a portion of certain euro denominated PIK notes due 2025 issued by Finco 2 as well as a portion of the 10.375% 2027 Notes.

We intend to use the proceeds of this Offering, together with cash on balance sheet, to (i) redeem the entire outstanding amount of the 10.375% 2027 Notes issued under the 2019 Indenture and pay the redemption premium, together with accrued and unpaid interest thereon on November 10, 2025 (the "*10.375% 2027 Notes Redemption*"), (ii) redeem the entire outstanding amount of the 4.500% 2027 Notes issued under the 2019 Indenture, together with accrued and unpaid interest thereon on the Issue Date and (iii) pay fees and expenses associated with the Offering. See "*Use of Proceeds*." The amount of proceeds required for the 10.375% 2027 Notes Redemption will be held in an interest-bearing segregated bank account until such proceeds are applied to redeem the 10.375% 2027 Notes on November 10, 2025.

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 after 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 June 30, 2025, on a pro forma basis after giving effect to the Cirsa IPO and the Refinancing Transactions, the Group would have had total indebtedness of €2,263.1 million outstanding. 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 Notes and the Guarantees.*"

We will continue to need significant cash resources to, among other things:

- meet our debt service requirements under the Notes, the Existing Notes and our other indebtedness;
- fund our working capital requirements;
- 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 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 2023 Indenture, the PIK 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 2023 Indenture and the PIK Indenture, and will be subject to restrictive covenants under the Indenture, which could impair our ability to run our business.*"

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. Our future operating performance and our ability to service or refinance our indebtedness are subject to future economic conditions, financial, business and other factors, many of which are beyond our control.

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 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*."

Dividends

During the six months ended June 30, 2025 and the years ended December 31, 2022, 2023 and 2024, we paid in aggregate approximately €261.2 million in dividends or share premium payback to our shareholders.

Employee Benefit Plans

We maintain employee benefit plans for certain employees in our Casinos and Gaming Halls. Additionally, we have approved an incentive plan designed to retain strategic senior managers and optimize their results (the "*Plan de Incentivo Dinerario Plurianual 2024-2028*" or "*Multiyear Incentive Plan 2024-2028*"). See "*Management—Compensation—Long Term Management Incentive Plan*." We do not have any material pension commitments or other similar obligations.

Financial Risk Management

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 as our floating rate indebtedness represents less than 20% of our total financial debt as of June 30, 2025. See "*Description of Other Indebtedness*."

Foreign Currency Risks

Our principal exchange rate exposure relates to the euro/U.S. dollar, the euro/Colombian peso and the euro/Mexican peso for translation-related exposure.

As described in "*Risk Factors—Risks Related to Our Business—There are risks associated with our operations in Latin America and Morocco, including political and economic instability, fluctuations in foreign exchange rate as well as natural disasters due to varying weather conditions*," our foreign currency exchange rate exposure is partly mitigated due to the incurrence of most of our operating costs in countries such as Colombia and Mexico 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, Mexico and Panama. See "*—Liquidity and Capital Resources—External Sources of Liquidity*."

Critical Accounting Policies

Our Interim Condensed Consolidated Financial Statements, our Special Purpose 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 2.1 to Cirsa's Special Purpose Consolidated Financial Statements.

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 assets. When we or a participating company recognize deferred tax assets, the estimated taxable profits that will be generated in subsequent years are reviewed at year end in order to assess their recoverability, and de-recognize accordingly.

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.

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 the Group to make judgments and estimates to determine whether they are considered jointly controlled companies, joint operations or associates for the purposes of preparing our Special Purpose Consolidated Financial Statements.

Change in Accounting Policies

For information regarding recent and pending changes to accounting policies, see note 2.5 to Cirsa's Special Purpose Consolidated Financial Statements.

INDUSTRY

Market and Competition

Global Gaming Market

The global gaming market, including land-based and online channels, reached €390 billion in gross gaming revenue ("*GGR*" – defined as wagers net of payout) in 2024 (excluding all lotteries, whether state or private and state pools (*quinielas*)). The total global gaming market is forecast to grow at a compound annual growth rate ("*CAGR*") of 6.8% over the next four years, reaching €507 billion by 2028 according to H2 Gambling Capital ("*H2GC*"). Gaming has historically proven to be resilient, including in economic downturns such as the global financial crisis in 2009, where total GGR grew by 3.4% in 2008 and marginally declined by (1.8%) in 2009. The total gaming market grew at a CAGR of 3.9% between 2015 and 2019 and 6.6% between 2019 and 2024.

Despite the response to COVID-19 having a negative short-term impact on land-based activities, with gaming retail venues temporarily closed globally throughout 2020 and 2021, land-based gaming has fully recovered and is now above pre-pandemic levels (€247 billion in 2024 compared to €230 billion in 2019).

Multiple key factors have driven the underlying growth of the industry historically, and are all anticipated to sustain this growth for the foreseeable future:

- Growing local low-wager customer base: The global customer base for low-wager gaming has expanded in recent years, driven by a combination of global population growth, increasing income per capita, and a wider social acceptance for gaming. Different countries are at different points on the gaming maturity curve, with Colombia, Mexico, and Panama at €27, €34 and €79, respectively, in terms of GGR per capita for the year ended December 31, 2024. These amounts correspond to 12%, 15% and 34% of the GGR per capita in the UK (€228) as well as 19%, 24% and 55%, respectively, of the GGR per capita in Spain (€143). These combined factors have supported overall growth in the customer base, thereby driving revenues for operators.

- Newly regulated market openings: Over time, gaming is becoming more socially accepted, resulting in the legalization of online and land-based gaming activities in more countries through local regulation. These new locally regulated markets expand the global total addressable market (and therefore our TAM). Key countries in the recent years who have introduced such local regulations to regulate new gaming products (e.g., online gaming) include the Netherlands (€3.8 billion GGR for 2024), Germany (€8.6 billion GGR for 2024), Brazil (€6.4 billion GGR for 2024), Canada (€10.7 billion GGR for 2024), the United States (€114.4 billion GGR for 2024) and Peru (€1.1 billion GGR for 2024). Regulation typically benefits operators with significant regulatory know-how, operational expertise and financial resources, enabling them to handle the required overhead, license fees and gaming taxes.

- Technological innovation and product development: Greater access to high-speed internet and smartphones has spurred demand for online gaming, driving significant channel growth. Online penetration further accelerated during COVID-19 as consumers were unable to visit physical venues due to temporary lockdowns caused by the pandemic. Increasing online and mobile penetration in less developed regions, such as Latin America, is expected to sustain strong growth moving forward. Given advertising restrictions in certain markets (for example, Italy) and local cultural dynamics in others (for example, importance of cash payouts in Latin America) and an omnichannel strategy, whereby an operator offers a seamless online and retail gaming experience to customers, has proven to be highly effective at acquiring and retaining new customers.

- Industry consolidation: The gaming industry has experienced considerable consolidation in recent years as leading operators seek benefits from bolt-on and large-scale M&A transactions, including economies of scale, synergies, improved product offerings and technological capabilities, enhanced competitive positioning and, importantly, diversification:

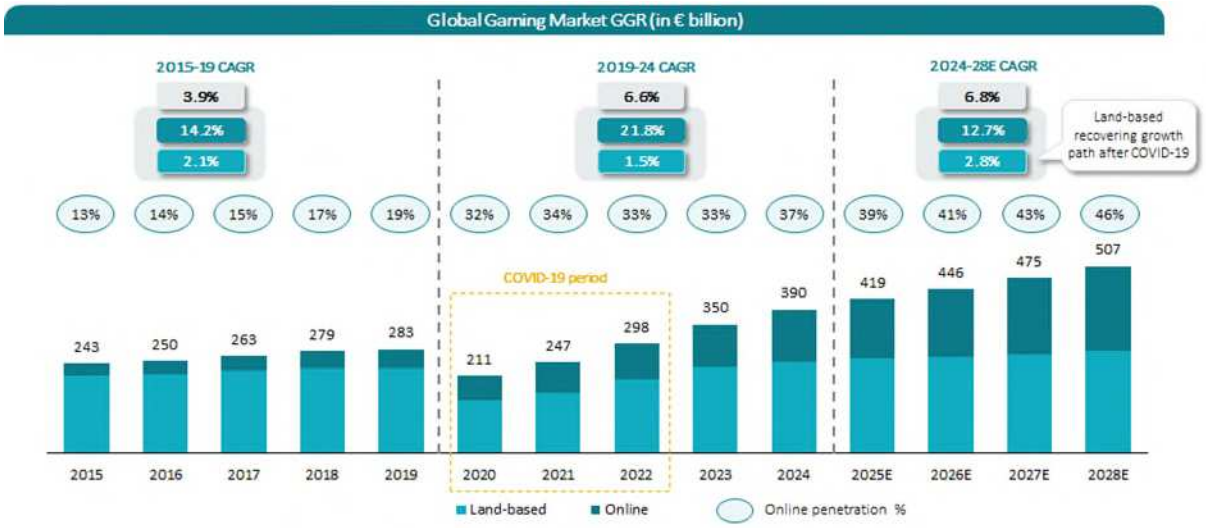
    - Economies of scale: Provides operators with numerous benefits such as improved bargaining power with suppliers and greater resources to invest in marketing and product development.

- Synergies: Overlapping cost bases, including overhead, marketing, technology, and research and development ("*R&D*") create an opportunity to achieve material cost synergies. Revenue synergies can be generated by cross-selling products to an enlarged customer base.

- Product offering and technological capabilities: Operators can acquire proprietary technology to enhance existing technology stack, leading to improved and more customizable product offering, as well as reduced R&D spend.

- Competitive positioning: Operators can roll-up smaller competitors in core markets to bolster existing market share and/or acquire companies to gain access to new markets.

- Diversification: Geographic diversification allows operators to mitigate exposure to single markets and reduce the impact of potential regulatory changes.



Note: GGR excluding all lotteries, whether state or private and state pools (*quinielas*). Online penetration represents online divided by total GGR.

Source: H2GC as of September 2025.

According to H2GC, the global gaming market for land-based and online gaming activities grew at a CAGR of 2.1% and 14.2%, respectively, from 2015 to 2019 (and 1.5% and 21.8%, respectively, from 2019 to 2024). Total land-based gaming reached €247 billion in GGR in 2024, with Casinos and Gaming Halls and slot machines as its two largest segments, comprising of 34% and 18% of total GGR, respectively. Land-based gaming is forecast to grow at a CAGR of 2.8% to €276 billion in GGR by 2028 (including a 1.9% CAGR for slot machines GGR and a 2.9% CAGR for Casinos and Gaming Halls GGR). Total online gaming reached €143 billion in GGR in 2024 and is projected to reach €231 billion in GGR by 2028, growing at a CAGR of 12.7%.

North America, Asia & Middle East and Europe are the largest geographies with relative weights of approximately 33%, 26% and 29% in 2024, respectively. North America, Europe and Asia & Middle East are the most mature markets, while Latin America & the Caribbean and Africa are more nascent and are expected to grow at CAGRs of approximately 11.0% and 11.6%, respectively, from 2024 to 2028. The following tables set forth the approximate global GGR for the period 2015-2028, forecasted growth rates and the evolution of the different segments and geographies within the global gaming market.

Global GGR weighted by geography and segments

Weighted by Geography	2015	2019	2024	2028E	CAGR 2015-2019	CAGR 2019-2024	CAGR 2024-2028E
Global GGR (€ in billions)	243	283	390	507	3.9%	6.6%	6.8%
North America	31%	31%	33%	35%	3.7%	8.5%	8.0%
Asia & Middle East	34%	33%	26%	24%	2.7%	1.6%	5.6%
Europe	26%	27%	29%	28%	5.1%	7.9%	6.1%
Oceania	6%	5%	5%	4%	2.1%	4.9%	1.9%

Weighted by Geography	2015	2019	2024	2028E	CAGR 2015-2019	CAGR 2019-2024	CAGR 2024-2028E
Latin America & the Caribbean	2%	2%	5%	6%	9.7%	23.2%	11.0%
Africa	1%	2%	2%	3%	12.3%	11.3%	11.6%

Weighted by Segment	2015	2019	2024	2028E	CAGR 2015-2019	CAGR 2019-2024	CAGR 2024-2028E
Global GGR (€ in billions)	243	283	390	507	3.9%	6.6%	6.8%
Casinos[(1)]	43%	43%	34%	29%	3.9%	1.4%	2.9%
Slot Machines[(2)]	31%	25%	18%	15%	(1.4%)	(0.7%)	1.9%
Betting[(3)]	11%	11%	10%	9%	3.5%	5.4%	4.1%
Online[(4)]	13%	19%	37%	46%	14.2%	21.8%	12.7%
Other	2%	2%	2%	2%	3.2%	6.2%	3.9%

(1) Includes table games and certain types of slot machines in Casinos and Gaming Halls.
(2) Includes certain types of slot machines both inside and outside Casinos and Gaming Halls, which are not included in the segment detailed above (Casinos[(1)]).
(3) Includes all formats of land-based sports betting.
(4) Includes iGaming and online sports betting.

Source: H2GC as of September 2025.

Our Addressable Market

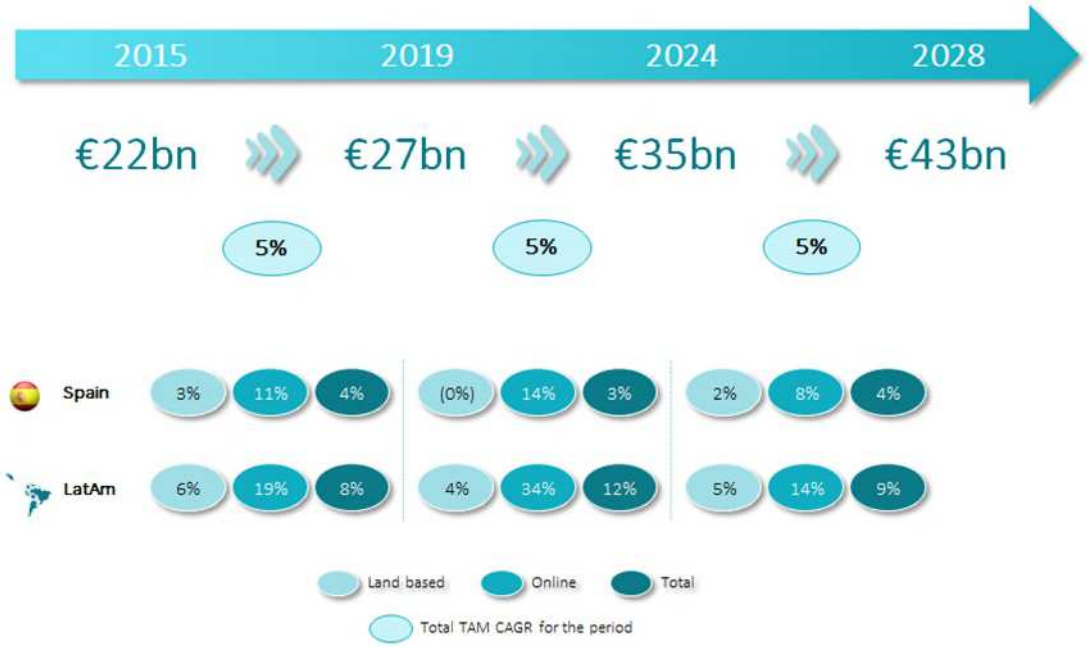
The following table sets forth a breakdown of our consolidated EBITDA for the twelve months ended June 30, 2025, by country of operation.

Country	For the twelve months ended June 30, 2025
Spain	47.4%
Panama	12.0%
Peru	9.5%
Colombia	9.3%
Italy	7.2%
Mexico	6.6%
Morocco	3.4%
Dominican Republic	3.3%
Costa Rica	1.2%
Portugal	0.3%
Puerto Rico	(0.1)%
	100.0%

We currently operate in 11 different regulated markets across Europe, Latin America and North Africa. We define our total addressable market ("*TAM*") as the overall revenue opportunity (measured in GGR) that is available for our Business Units in selected regions: Spain, Italy, Portugal and certain Latin American countries, including our existing markets, as well as adjacent ones to the abovementioned that we may consider entering in the future such as the Bahamas, Chile, Jamaica, and Uruguay. Our TAM includes these adjacent markets as they have a stable regulatory environment and, in case of expansion, are markets we have identified as being able to be integrated with ease into our existing business due to our know-how, geographical proximity and existing relationships. Although Brazil formally became a regulated market as of January 1, 2025, it has been excluded from the TAM given the market is currently stabilizing and most of its players still operate without licenses and, therefore, without the stricter KYC requirements and the higher structural costs of licensed operators. As of the date of this Offering Memorandum, we have not made any formal decision or specific plan to enter into any of these adjacent markets and any potential expansion into new markets will depend on several factors, including the attractiveness of the opportunities (which we are constantly monitoring) that may arise in the future.

According to H2GC, as of December 31, 2024, our TAM is approximately €35 billion and forecast to grow at a CAGR of 5.2% to approximately €43 billion in 2028. Each market in which we operate has attractive growth dynamics. Latin American TAM is our leading geographical growth opportunity, forecast to grow at a CAGR of 8.9% from 2024 to 2028 (calculated from growth forecasts (CAGR) for the above markets, i.e., Colombia (4.9%), the Bahamas (1.9%), Chile (6.1%), Jamaica (6.4%), Uruguay (8.9%), Mexico (12.3%), Panama

(5.0%), Peru (9.4%) and Puerto Rico (4.1%)). Spain is expected to remain relatively stable, growing at a CAGR of 3.6%, in the same period.



Note: TAM refers to total addressable market which includes Spain, Italy, Portugal, the Bahamas, Chile, Colombia, Jamaica, Mexico, Panama, Peru, Puerto Rico and Uruguay. TAM excludes Brazil and Argentina.

Source: H2GC as of September 2025.

We carefully select the countries that we operate in, focusing on countries with (1) stable macroeconomic environments, (2) underpenetrated and highly fragmented gaming markets and (3) favorable demographics.

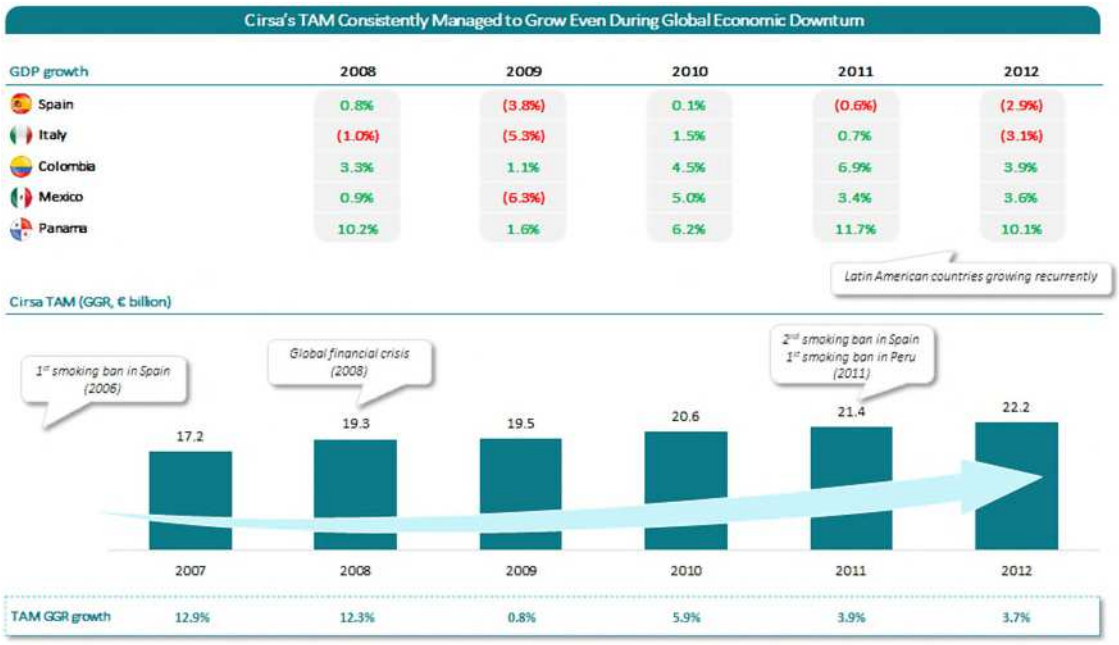
Our markets have attractive growth outlooks, with real GDP growth generally forecast to outpace that of the European Union and Latin America. This is particularly true for our Latin American markets, which are expected to achieve strong growth over the medium term, supporting the underlying growth of our business. We focus on countries that have stable macroeconomic backdrops and actively avoid ones with high inflation, volatile currencies and/or unsustainable levels of sovereign debt.



(1) Includes Peru, the Dominican Republic, Morocco, Costa Rica, Portugal and Puerto Rico, weighted by the percentage of EBITDA contribution in the six months ended June 30, 2025. Morocco is excluded from the weighted average CDS due to unavailability of data.
(2) Based on average of end-of-period annual inflation.
(3) Figures refer to CAGR of foreign exchange ("*FX*") rate compared to USD (Panamanian currency is USD denominated) between August 31, 2015 and August 29, 2025 according to Bloomberg.
(4) Average of monthly credit default swap rates for 5-year government bond (except Venezuela, which is for the 10-year government bond) from August 2014 to August 2024.
(5) Last rating before withdrawn in September 2021.

Source: GDP and Inflation data per BMI (A Fitch solutions company), FX and CDS data per Bloomberg, country credit ratings per S&P.

Historically, our markets have proven resilient to economic downturns. For example, during the global financial crisis in 2009, our TAM continued to grow in the face of significant macroeconomic headwinds. In 2009, despite our largest markets suffering from declining or negative GDP growth, our TAM grew by 0.8%, demonstrating the resilience of the gaming industry. Additionally, despite the introduction of regulation adverse to our gaming markets, such as smoking bans, such markets have continued to grow.



Note: GGR stands for gross gaming revenue defined as wagers net of payout, and excludes all lotteries, whether state or private and state pools (*quinielas*). TAM refers to total addressable market which includes Spain, Italy, Portugal, the Bahamas, Chile, Colombia, Jamaica, Mexico, Panama, Peru, Puerto Rico and Uruguay. TAM excludes Brazil and Argentina.

Source: H2GC as of September 2025.

Our key markets are underpenetrated, especially in the online segment, as evidenced by the low gaming spend per capita (calculated as GGR divided by total population). As markets develop and gaming becomes more accessible and widely accepted, consumers tend to allocate a larger portion of their disposable income to related activities, driving growth in spend per person. A lower value tends to imply that there is further room for growth and upside potential. For example, online GGR per capita for Latin America is approximately seven times lower than for the UK, a highly mature online market, suggesting that there is potential for additional penetration. This is supported by forecasted growth rates, with online gaming in Latin America projected to grow at a significantly higher CAGR than in the UK by a significant margin from 2024 to 2028 (13.6% compared to 4.2%). This trend can also be observed in Spain, which has approximately three times lower online GGR per capita relative to the UK and a higher forecasted CAGR in the same period (8.0% compared to 4.2%).

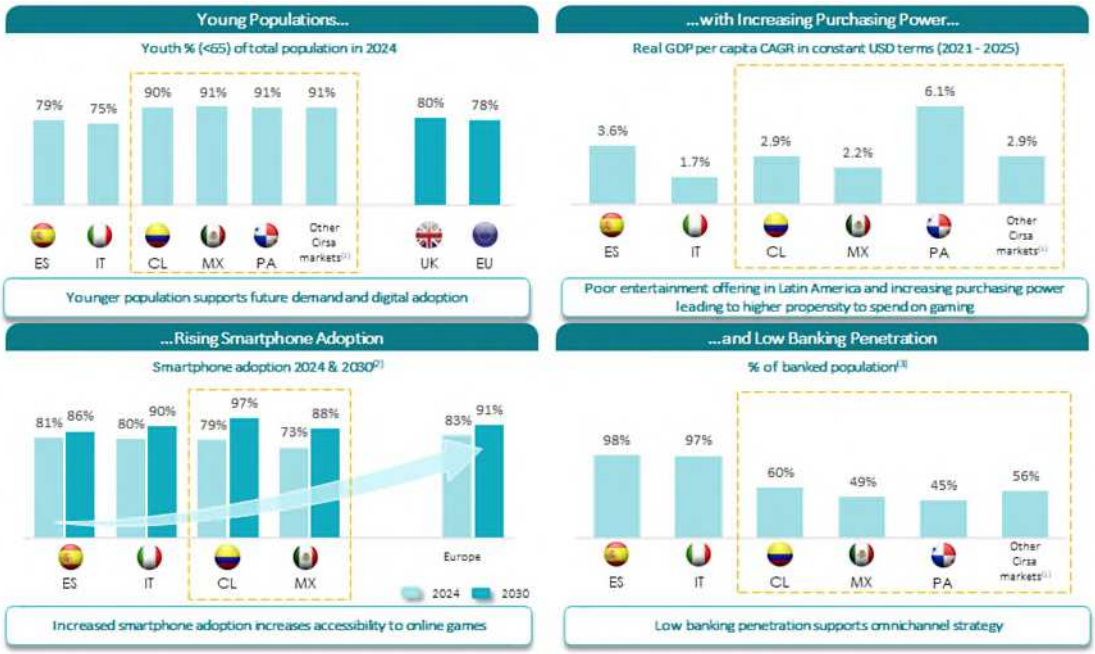


Note: GGR stands for gross gaming revenue defined as wagers net of payout, and excludes all lotteries, whether state or private.

(1) As of December 31, 2024.
(2) Excludes all lotteries, whether state or private and state pools (*quinielas*).
(3) Includes the Bahamas, Chile, Colombia, Jamaica, Mexico, Panama, Peru, Puerto Rico and Uruguay. Excludes Brazil and Argentina.

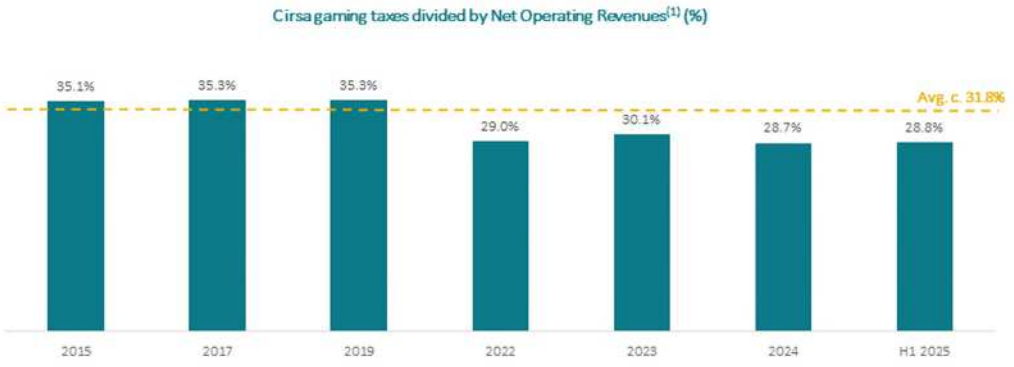
Source: H2GC as of September 2025.

The countries that we operate in have favorable demographics that support online and land-based expansion, particularly in Latin America. These factors include (1) a young population, (2) increasing purchasing power, (3) rising smartphone adoption and (4) low banking penetration. A younger population helps support future demand and reduces the risk of stagnant and/or declining growth as the population ages. Furthermore, younger customers are more tech-savvy and accustomed to consuming content online. We believe that increased purchasing power, combined with a limited entertainment offering in Latin America, leads to a higher propensity to spend on gaming. Rising smartphone adoption increases the accessibility of sites and enables the cross-selling of retail players to online, helping drive future demand. Low banking penetration supports an omnichannel strategy, as customers are more reliant on physical PoS to deposit and withdraw money. This practice drives customer visits to PoS and greater gaming activity.



(1) Includes Peru, the Dominican Republic, Morocco, Costa Rica, Portugal and Puerto Rico, weighted by the percentage of EBITDA contribution in the six months ended June 30, 2025. Puerto Rico is excluded from the weighted average banked population due to unavailability of data.
(2) As of December 31, 2024. Data unavailable for Panama, the Dominican Republic, Peru, Costa Rica and Morocco.
(3) As of December 31, 2021, except for Mexico which is as of December 31, 2022, based on total population of age 15+.
Source: Data per BMI (A Fitch solutions company), World Bank, GSMA Mobile Economy Report.

We only operate in fully regulated markets. In general, the markets that we operate in have stable and predictable gaming tax regulations. However, select markets such as Italy and Mexico have undergone regulatory changes in recent years. We have reduced our gaming taxes as a percentage of Net Operating Revenues from 35.1% for the year ended December 31, 2015 to 28.7% for the year ended December 31, 2024 and 28.8% for the six months ended June 30, 2025, primarily due to the proactive management of our gaming assets (i.e., removing under-utilized slot machines in countries where tax is paid per-machine) and business/jurisdiction mix (favoring growth in businesses/jurisdictions with more favorable tax-profiles). We believe that the gaming regulatory environment in most of the Latin American markets in which we operate (Panama, Colombia, Costa Rica, Peru and Puerto Rico) 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. For example, in Italy, gaming taxes for AWPs and VLTs. VLT slot machines are 24.0% and 8.6%, respectively, on "coin-in" (i.e., before deduction of payout), while gaming taxes in our Latin American markets are generally calculated as a low double-digit percentage of "net win" (i.e., after deduction of payout). This results in a significantly lower tax burden for our slot machine operations in Latin America. For more information, see "*Regulation—Italy—Regulation and Taxation of the Italian Gaming Industry*" and "*Regulation—Mexico*."



(1) Calculated from the Company's financial reports. Net Operating Revenues defined as operating revenues less variable rent and other payments.

Source: Company Information.

Our core markets include Spain and Italy in Europe and Panama, Colombia and Mexico in Latin America.

Spanish Gaming Market

The Spanish economy has consistently grown over the past three years. For the years 2022, 2023 and 2024, Spain's real GDP growth was 6.2%, 2.7% and 3.2%, respectively.

Spanish gaming regulations are decentralized, with the 17 autonomous regions (each, a "**Region**" and together, the "**Regions**") rather than the federal government supervising, regulating and licensing most gaming activities. Online gaming is regulated at the federal level by the *Directorate General for the Regulation of Gambling (DGOJ)*, although if a Region has an established legal framework for online activities (i.e., Madrid), it is responsible for supervising these at the local level.

Spain is one of the largest regulated gaming markets in Europe, generating a total GGR of €6.8 billion in 2024 (representing 6% of total GGR of Europe in 2024), according to H2GC. Land-based gaming operations comprise of 71% of the market with online gaming penetration comprising 29%. The largest land-based segment is slot machines which comprises 35% of total GGR. COVID-19 had a significant impact on land-based gaming operations with land-based gaming remaining below pre-pandemic levels (€4.9 billion in 2024 compared to €5.0 billion in 2019, or 2.2% lower).

In Spain, the Group operates across the Casinos, Slots Spain and Online Gaming & Betting business units.

GGR (In € billions)	2016	2019	2024	2028E	CAGR 2016-2019	CAGR 2019-2024	CAGR 2024-2028E
Casinos[(1)]	1.6	2.0	2.0	2.2	8.2%	0.2%	2.0%
Online Gaming & Betting[(2)]	1.1	1.5	2.4	3.2	9.3%	10.7%	7.1%
Slot Machines[(3)]	2.4	2.5	2.3	2.5	0.9%	(1.3%)	1.2%
Serviceable Addressable Market	**5.1**	**6.0**	**6.8**	**7.8**	**5.1%**	**2.7%**	**3.6%**

Note: Data unavailable for HORECA channel and slot machines in 2015.

(1) Includes Casinos, bingo and slot machines (excluding the HORECA channel).
(2) Includes online and retail sports betting and online gaming.
(3) Only includes slot machines from HORECA channel.

Source: H2GC as of September 2025.

Spanish Casinos

Casinos and Gaming Halls (also commercially known as electronic casinos) derive revenues from gaming tables (baccarat, cards, poker, dice, roulette), Casino style slot machines ("Type C" machines, which offer players, in exchange for the price of the game, a certain length of playing time and, eventually, a prize that will depend on chance), tips (employees commonly share tips with the Casinos and Gaming Halls under the terms of their collective bargaining agreements), admission tickets and, where available, restaurant services.

As of December 31, 2022, there were approximately 4,280 Casinos and Gaming Halls (56 Casinos and 4,224 Gaming Halls) in Spain, and an installed base of 420 gaming tables and 45,140 slot machines (*source: Company Industry Sources*).

In 2024, Casinos and Gaming Halls generated €2.0 billion GGR and is forecast to grow at a CAGR of 2.0% to €2.2 billion in 2028.

Casinos GGR forecasts for the period 2024-2028E

GGR (in € billions)	2024	2025E	2026E	2027E	2028E	CAGR 2024-2028E
Casinos[(1)]	2.0	2.1	2.1	2.1	2.2	2.0%

(1) Includes Casinos, bingo and slot machines (excluding the HORECA channel).

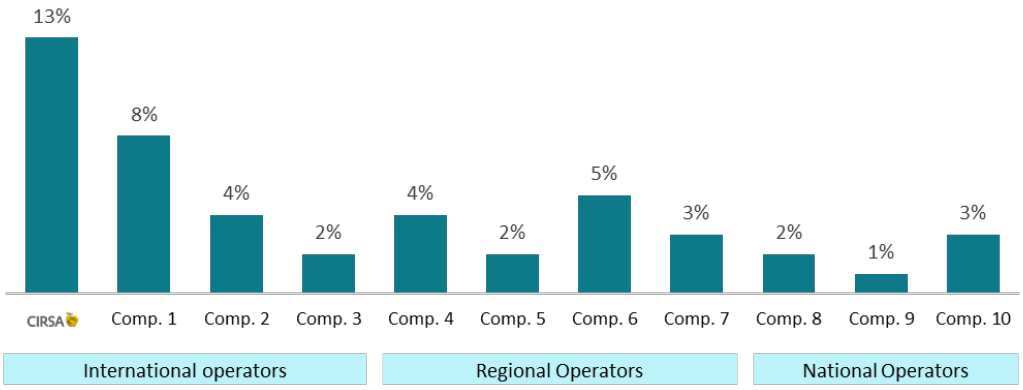
Source: H2GC as of September 2025.

This growth is anticipated to be driven by the following factors:

- Positive consumption trends driving the gaming market, including increasing GDP per capita and declining unemployment rates.
- Positive outlook for international arrivals, creating demand from tourism.
- Opening of new electronic casinos, which are perceived as a newer product that can attract younger players.
- New game offerings that drive improvements to the usage hours of machines in casinos.

The competitive landscape can broadly be subdivided into international operators (including competitors such as Luckia, Novomatic and Orenes), regional operators (including competitors such as Casino Gran Madrid and Grup Peralada) and national operators (including competitors such as Emotiva and Veramatic).

Spanish Casinos Market Share (2023)



Note: Market share data is for the Spanish Casinos and Gaming Halls market as of December 31, 2023. Market share data based on GGR.
Source: Company Industry Sources.

Spanish Online Gaming & Betting

The Spanish betting market is sub-divided into two different distribution channels (sometimes offered separately and sometimes by the same operator pursuing an omnichannel strategy): online (available through dedicated websites and mobile apps) and offline (available in betting shops, electronic Casinos, or in bars).

Online Gaming & Betting is regulated at the federal level and available throughout Spain, although Regions have the authority to regulate it at the local level. Since 2017, the operation of sports betting terminals in gaming venues has been allowed in all the Regions. However, the installation of sports betting terminals in bars is only permitted in four Regions (Basque Country, Navarra, Valencia and Galicia). This has resulted in a significant geographic concentration of land-based sports betting, with approximately 80% of the market coming from those Regions.

In November 2020, Royal Decree 958/2020 was introduced, banning welcome bonuses and imposing severe restrictions on advertising for gaming. This changed the dynamic of the online segment, particularly for pure online operators, as it limited their ability to attract and retain customers. However, this has proven beneficial for omnichannel operators with large retail networks, as they are able to promote their brands via store signage. In March 2024, Royal Decree 176/2023 came into effect, which established national safer gambling regulations for online operators and reduced the severity of certain restrictions related to advertising.

Online Gaming & Betting penetration in Spain was 36% in 2024, which is low in comparison to more developed markets such as the UK, where Online Gaming & Betting penetration is 70%. This low penetration indicates growth potential for online gaming in Spain.

In 2024, Online Gaming & Betting generated €2.4 billion GGR and is forecast to grow at a CAGR of 7.1% to €3.2 billion in 2028.

Online Gaming & Betting GGR forecasts for the period 2024-2028E

GGR (in € billions)	2024	2025E	2026E	2027E	2028E	CAGR 2024-2028E
Online Gaming & Betting[(1)]....	2.4	2.7	2.8	3.0	3.2	7.1%

(1) Includes online and retail sports betting and online gaming.

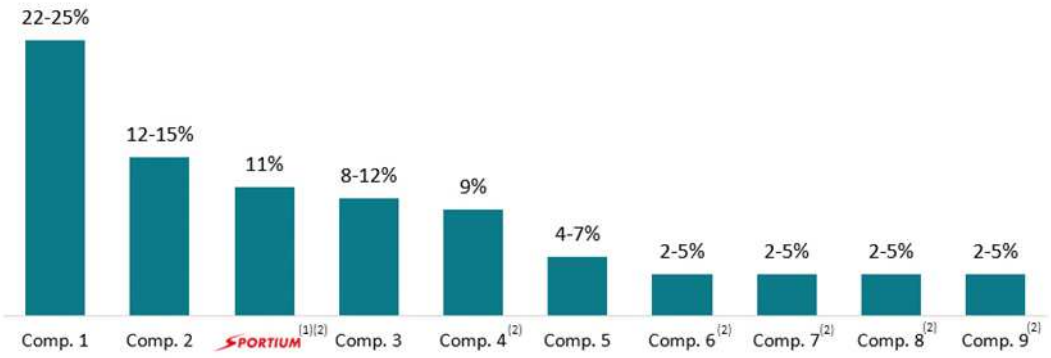
Source: H2GC as of September 2025.

The Online Gaming & Betting channel is projected to be the fastest growing segment in Spain, driven by the following factors:

- Increased access to high-speed internet and smartphones, providing customers with a more convenient and readily available channel to play online.
- Increasing ability for operators to cross-sell retail players online (without detracting from their land-based gaming).
- Spain remains relatively underpenetrated compared to other prominent gaming market in Europe, creating further room to grow.

The competitive landscape in Spain includes omnichannel operators (including competitors such as Codere and Luckia) and online operators (including competitors such as Bet365, Evoke and Flutter). The online channel has a large presence of international players who largely operate online, while the land-based segment is mainly comprised of regional operators with omnichannel operations. Since the advertising ban was introduced in 2021, omnichannel strategies have been increasingly important to maintain brand awareness.

Spanish Online Gaming & Land-based Betting Market Share (2023)



Note: Market share based on online gaming and land-based betting GGR (where applicable).

(1) Sportium's revenue does not include the amount of GGR allocated to partners.

(2) Includes online gaming and land-based betting GGR.

Source: Company Industry Sources.

Spanish Slot Machines

Slot machines have traditionally been one of Spain's most popular forms of gaming since their legalization in 1977. Regional regulations generally provide that slot machines must control the probability of pay-out 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.

In the HORECA channel, which represents our Slots Spain Business Unit, there are AWP Slot Machines (known in the Spanish gaming industry as Type B slot machines). These AWPs are permitted in bars and cafes,

where, 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. AWP slot machines are regulated by each Region in which they are operated. Regulations typically provide that, among other things, the slot machine must have (i) a maximum wager of €0.20 (although Aragón Region 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 Region) of the amount wagered by players.

As of December 31, 2022, the installed base of slot machines in the HORECA channel was approximately 140,000, with net win (GGR minus gaming taxes) per slot machine at approximately €14,000 per year (*source: Company Industry Sources*). Machine revenue is typically shared with bar owners, after the deduction of payout and gaming taxes and forms a significant portion of a bar owner's income, underlining the importance of slot machine revenue to the local economy.

In 2024, slot machines generated €2.3 billion GGR and is forecast to grow at a CAGR of 1.2% to €2.5 billion in 2028.

Slot Machines GGR forecasts for the period 2024-2028E

GGR (in € billions)	2024	2025E	2026E	2027E	2028E	CAGR 2024-2028E
Slot Machines[(1)]	2.3	2.4	2.4	2.4	2.5	1.2%

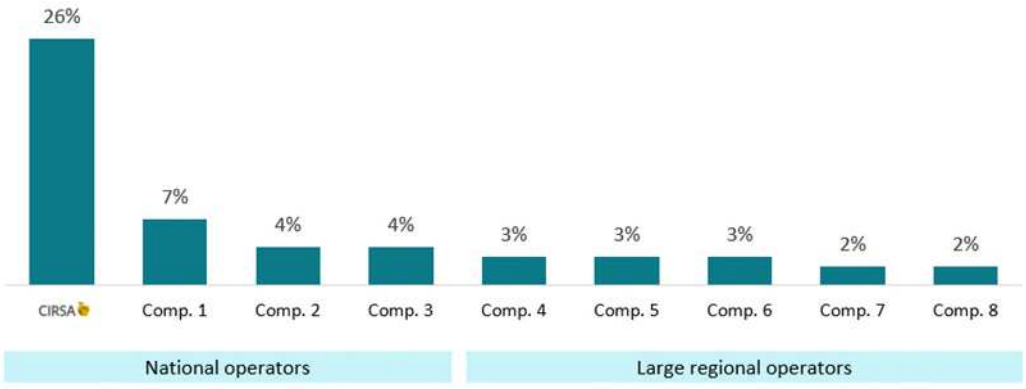
(1) Only includes slot machines from HORECA channel.

Source: H2GC as of September 2025.

Leading incumbents can significantly outgrow the market by share gain and consolidation given it is highly fragmented.

The competitive environment can be sub-divided into national operators (including competitors such as Codere, Luckia and Orenes) and large regional operators (including competitors such as Acrismatic, Comar and Grupo D.C.). The HORECA slots segment is extremely fragmented, with approximately 56% of market share controlled by operators outside of the top five largest operators according to GGR (*source: Company Industry Sources*). The fragmentation creates a significant opportunity for future consolidation, particularly for leading incumbent operators focused on gaining market share. Furthermore, due to the complex market environment created by the differing regulations by Region, there are competitive moats preventing entry from international competition.

Spanish Slots Market Share (2023)



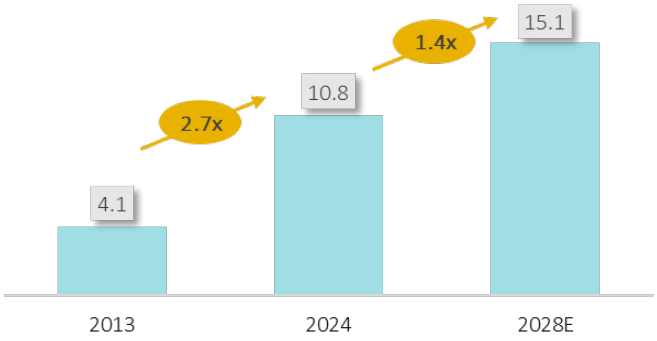
Note: Market share in terms of Spanish slots market as of December 31, 2023. Market share by GGR, GGR estimations based on numbers of slots.

Source: Company Industry Sources.

Latin American Gaming Market

We currently have operations across multiple Latin American markets including Panama, Colombia, Mexico, Costa Rica, the Dominican Republic, Peru and Puerto Rico. We only operate in regulated markets and focus on countries with stable macroeconomic and regulatory environments. The region is viewed as a significant growth opportunity. In recent years, the TAM for Latin America has significantly increased, in part driven by newly regulated markets (i.e., Peru approved new online gaming and sports betting regulations in 2024), demonstrating considerable momentum across the region for gaming and the future growth prospects of this market.

Historically, the TAM for Latin America has grown at 2.7x times since 2013. As of December 31, 2024, the TAM for Latin America is approximately €10.8 billion and is forecast to grow 1.4x times to approximately €15.1 billion in 2028.



Note: Includes the Bahamas, Chile, Colombia, Jamaica, Mexico, Panama, Peru, Puerto Rico, Uruguay and excludes Argentina and Brazil.
Source: H2GC as of September 2025.

One of the key growth drivers in Latin America is the under penetration of land-based and online gaming. In our existing Latin American markets, the weighted average inhabitants per slot in 2024 was 724 compared to 198 and 189 for Spain and Italy, respectively. According to H2GC, for our Latin American TAM, the weighted average online penetration was 43% in 2024, with the TAM of individual countries as follows: the Bahamas (37%), Chile (43%), Colombia (63%), Jamaica (7%), Mexico (55%), Panama (10%), Peru (52%), Puerto Rico (8%) and Uruguay (5%). Given the nascence of these markets, the region is expected to achieve outsized growth in the coming years, outgrowing more developed regions such as the UK and Europe.



(1) Includes the Bahamas, Chile, Colombia, Jamaica, Mexico, Panama, Peru, Puerto Rico and Uruguay. Excludes Brazil and Argentina.

Source: H2GC as of September 2025.

Considering low banking and electronic payments penetration in the region, omnichannel operations are important to successfully capture and retain customers in Latin America. Given our established land-based operations, where we hold leading positions across multiple markets, we believe that we are best positioned to capitalize on this opportunity. We believe that we are a leading operator in the region, with well-developed scale, geographic reach and "boots-on-the-ground" presence, coupled with strong local expertise and financial resources and technical capabilities.

Our three largest markets in the region are Panama, Peru and Colombia, accounting for 12.0%, 9.5% and 9.3% of our EBITDA, respectively, for the twelve months ended June 30, 2025. Further details on each market are set out below. For our other markets in Latin America, which collectively generated 14.6% of EBITDA for the twelve months ended June 30, 2025, refer to "*—Other Casino Markets*."

Panamanian Casinos Market

Panama's economy has experienced strong growth over the past few years. For the calendar years 2022, 2023 and 2024, Panama's real GDP growth has been at 10.8%, 7.3% and 2.8%, respectively.

Panama is regulated by the Gaming Control Board - *Junta de Control de Juegos* ("*JCJ*"). Historically, land-based Casinos have been the dominant segment in the market.

In 2024, total GGR was €356 million, of which 87% came from Casinos (including slot machines) and 13% from Online Gaming & Betting. Casinos (including slot machines) GGR is yet to recover since COVID and is currently 4.1% lower than in 2019. Over the next four years, GGR is forecasted to grow at a CAGR of 4.2%, from €310 million in 2024 to €365 million in 2028.

GGR (in € millions)	2015	2019	2024	2028E	CAGR 2015-2019	CAGR 2019-2024	CAGR 2024-2028E
Casinos[(1)]	285.9	323.1	309.8	365.4	3.1%	(0.8%)	4.2%

(1) Includes Casinos and slot machines.

Source: H2GC as of September 2025.

There are three types of Casinos in Panama:

- *Full Casinos*: Contain gaming tables and Type A machines and are required to be located in new hotels. In designated areas, these Casinos need to be in full-service hotels that are equivalent to five-star hotels, offering a minimum of 300 rooms. Outside designated areas, Casinos must be in areas with "tourist interest" according to the Panamanian government. The Panamanian government works alongside the JCJ to determine the required parameters of such new hotels.

- *Type A halls (also referred to as Type A Casinos)*: Casinos that exclusively contain Type A slot machines.

- *Type C halls*: Casinos that exclusively contain Type C slot machines.

Type A machines and gaming tables are not subject to regulatory requirements on matters such as minimum and maximum bets, whereas Type C machines have a maximum wager of $3, a maximum prize of $200 and there cannot be more than 75 slots in a single Gaming Hall.

As of March 31, 2025, in Panama, there were 151 Casinos (of which 25 were full Casinos, 39 were Type A Casinos and 87 were Type C halls), 247 gaming tables and 17,602 slot machines (of which 13,585 were Type A and 4,017 were Type C slot machines) (*source: Company Industry Sources*).

The segment is expected to grow at a moderate rate, driven by the following factors:

- Supportive macroeconomic factors, including increasing GDP per capita, lower unemployment and increasing household income.

- Positive outlook on arrivals, driving tourism in the country and supporting demand.

- Favorable demographic trends, with an evenly dispersed customer age distribution (18 to 75), supporting demand as the population ages.

The competitive landscape includes international operators (including competitors such as Codere, Sun International) and local competitors (including competitors such as BBT Corporation, Royal Casino and Sortis). The market is concentrated, as the three largest competitors account for 82% of the market, which are the only companies operating various Casinos. The rest of the market is run by smaller local players.

Panamanian Casinos Market Share (2023)



Note: Market share data is for the Panamanian Casinos market as of December 31, 2023. Market share data based on GGR.
Source: Company Industry Sources.

Colombian Casinos Market

Colombia's economy has achieved positive growth in recent years. For the calendar years 2022, 2023 and 2024, Colombia's real GDP growth has been at 7.3%, 0.7% and 1.6%, respectively.

The Colombian government holds a monopoly on gaming activities. Private operators can only operate in the market by entering into an agreement with the *Empresa Industrial y Comercial del Estado Administradora del Monopolio Rentístico de los Juegos de Suerte y Azar (COLJUEGOS)*, a state-owned entity which regulates the gaming industry.

The GGR of Casinos grew at an 8.3% CAGR from 2019 to 2024. In 2024, total GGR was €1.4 billion, of which 36% came from Casinos (including slot machines).

GGR (in € millions)	2015	2019	2024	2028E	CAGR 2015-2019	CAGR 2019-2024	CAGR 2024-2028E
Casinos[(1)]	203.4	345.6	515.1	691.5	14.2%	8.3%	7.6%

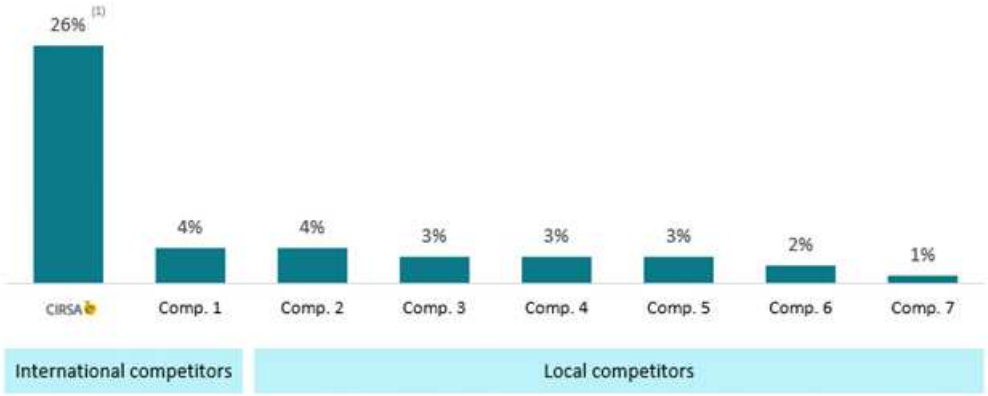
(1) Includes casinos and slot machines.
Source: H2GC as of September 2025.

As of December 31, 2023, there were 3,356 authorized Casinos in Colombia, with 104,008 regulated slot machines. However, the non-regulated market remains relevant in Colombia, with an estimated 13,000 illegal slots in operation (*source: Company Industry Sources*).

- Casinos are expected to grow at a modest rate, supported by the following factors:
- Capture market share from non-regulated slot machines as they are decommissioned by the regulator.
- Positive consumption trends, such as positive GDP per capita growth, increasing household income and lower unemployment.
- Positive population growth sustaining demand.

The competitive landscape is sub-divided into international operators (including competitors such as Codere) and local competitors (including competitors such as Aladdin, Grupo Herrera, Grupo Ochoa, Mundo Slots and Victoria Casinos). International operators are established in the main cities, while local competitors are spread throughout the country. The market is highly fragmented, with us being the only operator with more than 5% market share by GGR, followed by a long tail of participants.

Colombian Casinos Market Share (2023)



Note: Market share data is for the Colombian Casinos market as of December 31, 2023. Market share data based on GGR.

(1) Group Win was acquired by Cirsa in 2024, resulting in pro forma market share of approximately 27%.

Source: Company Industry Sources.

Mexican Casinos Market

Mexico's economy has steadily grown in recent years. For the calendar years 2022, 2023 and 2024, Mexico's real GDP growth has been at 3.7%, 3.4% and 1.4% respectively.

The federal authority responsible for regulating the Mexican market is the Ministry of Interior (*Secretaría de Gobernación* or "**SEGOB**"). Mexico is a relatively mature market, having first introduced gaming regulations in 1947. It is also one of the largest gaming markets in Latin America, generating €4.4 billion of GGR in 2024. Of the total market GGR, 43% was generated from Casinos (including slot machines and bingo).

GGR (in € billions)	2015	2019	2024	2028E	CAGR 2015-2019	CAGR 2019-2024	CAGR 2024-2028E
Casinos[(1)]	1.2	1.5	1.9	2.3	5.0%	4.6%	4.7%

(1) Includes Casinos, slot machines and bingos.

Source: H2GC as of September 2025.

Casinos in Mexico contain slot machines and gaming tables. As of July 2025, there were 891 authorized gaming licenses in Mexico although only 419 are currently operative (*source: Company Industry Sources*). Illegal slots are estimated to be a large part of the broader market, although have been significantly reduced in recent years.

The segment is forecast to grow at a steady rate over the next five years supported by the following factors:

- Positive consumption trends, including increasing GDP per capita, stable unemployment and increasing household income, along with population growth, supporting demand.
- The installed base for Casinos and slots is expected to grow, driving higher market revenues.
- Capture of market share from non-regulated slots as they are shutdown.

The competitive landscape can be divided into international operators (including competitors such as Codere and PlayCity) and local operators (including competitors such as Big Bola, Caliente and Logrand Group). In the market, no operator has more than 20% market share based on GGR (*source: Company Industry Sources*).

Mexican Casinos Market Share (2023)



Note: Market share data is for the Mexican Casinos market as of December 31, 2023. Market share data based on GGR.

Source: Company Industry Sources.

***Latin American Online Gaming & Betting Market*[(1)]**

We view the Latin American online gaming and betting market as a highly attractive opportunity and plan to export our omnichannel success from Spain to the region. We currently have a multi-country presence via our Sportium brand and have acquired local hero brands in several key markets such as Colombia, Mexico and Peru (*i.e.,* our acquisition of Apuesta Total in 2024). We continue to evaluate online expansion opportunities in Latin America, focusing on adjacent markets that are fully regulated and offer attractive growth dynamics. We have successfully executed this strategy multiple times over our history, most recently in Puerto Rico, where we are in the process of obtaining a license to offer online gaming and betting.

GGR (in € millions)	2015	2019	2024	2028E	CAGR 2015-2019	CAGR 2019-2024	CAGR 2024-2028E
Colombia	48.2	181.5	908.6	1,032.8	39.3%	38.0%	3.3%
Mexico	275.0	501.6	2,517.0	4,728.9	16.2%	38.1%	17.1%
Panama	24.6	39.3	44.9	65.4	12.5%	2.7%	9.8%
Peru	203.4	342.2	622.7	996.6	13.9%	12.7%	12.5%
Puerto Rico	47.6	43.8	102.7	120.8	(2.1%)	18.6%	4.1%
Serviceable Addressable Market	**598.8**	**1,108.4**	**4,196.0**	**6,944.6**	**16.6%**	**30.5%**	**13.4%**
Bahamas	46.8	93.1	132.9	144.2	18.8%	7.4%	2.1%
Chile	89.4	114.4	473.6	747.1	6.4%	32.9%	12.1%
Jamaica	14.3	17.7	33.2	44.6	5.6%	13.4%	7.6%
Uruguay	57.4	86.1	141.4	201.1	10.7%	10.4%	9.2%
Total Addressable Market	**806.6**	**1,419.7**	**4,977.0**	**8,081.7**	**15.2%**	**28.5%**	**12.9%**

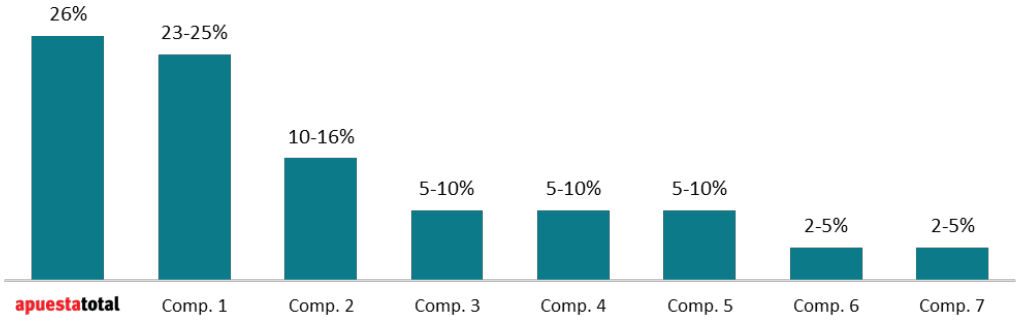
(1) Includes online and retail sports betting and online gaming.

Source: H2GC as of September 2025.

Peru is one of our key Online Gaming & Betting markets in Latin America. In October 2023, the Peruvian government announced regulations for online gaming, which came into effect in February 2024. As a result of these regulations, the Online Gaming & Betting market in Peru is forecast to grow at a CAGR of approximately 12.5% from 2024 to 2028. To capitalize on this growth opportunity, we acquired Apuesta Total in 2024, the leading online operator in the country (*source: Company Industry Sources*). This acquisition has allowed us to establish a strong market position in Peru.

The competitive landscape in the Peruvian online gaming and sports betting includes competitors such as Te Apuesto (La Tinka), Bet365, Betano, Betsson and DoradoBet.

Peruvian Online Gaming & Betting Market Share (2023)



Note: Market share based on online betting GGR.

Source: Company Industry Sources.

Online Gaming & Betting penetration in Peru was 58% in 2024 and is expected to grow to 65% by 2028. Online Gaming & Betting GGR grew at a CAGR of by 12.7% between 2019 and 2024 and is expected to grow at a CAGR of 12.5% between 2024 and 2028.

Italian Gaming Market

Italy's economy has remained relatively stable, experiencing positive growth over the past few years. For the calendar years 2022, 2023 and 2024, Italy's real GDP growth has been at 4.8%, 0.7% and 0.7%, respectively.

The Italian gaming market is regulated by the Agenzia delle Dogane e dei Monopoli ("*ADM*"). The ADM has the power to grant concessions to private operators through a public tender process. All forms of gaming including online, sports betting, Casinos, bingos and slot machines (AWPs and VLTs), are regulated.

Italy is the largest regulated gaming market in Europe, with €15.8 billion GGR in 2024 (representing 14% of total GGR of Europe in 2024) and the most penetrated in terms of GGR per capita (€270). In the Italian market, the Group operates its Slots Italy Business Unit and its Online Gaming & Betting Business Unit.

GGR (in € billions)	2015	2019	2024	2028E	CAGR 2015-2019	CAGR 2019-2024	CAGR 2024-2028E
Slot Machines	9.6	10.4	8.2	7.3	2.2%	(4.6%)	(3.1%)
Online Gaming & Betting[(1)]	1.9	3.2	7.0	9.9	14.2%	16.6%	9.0%
Serviceable Addressable Market	**11.5**	**13.7**	**15.2**	**17.2**	**4.5%**	**2.2%**	**3.0%**

(1) Includes online and retail sports betting and online gaming.

Source: H2GC as of September 2025.

Italian Slot Machines

The Italian slots' installed base is divided into AWPs located in dedicated Gaming Halls and other points of sale such as permitted restaurants and bars, and VLTs installed only in licensed premises.

AWPs are slot machines that pay small prizes in cash. Games last for at least four seconds with a bet amount between €0.1 and €1. Terminals are generally owned by an operator responsible for the deployment and maintenance of the machines and the collection and depositing of wagers. Operators enter into revenue sharing agreements with a PoS, receiving a contractually agreed portion of the net win after deducting payout and gaming taxes. Terminals are connected to a wider network, which is managed by a concessionaire. The concessionaire is responsible for providing the network operation services through an IT platform, transmitting data to the ADM and collecting and paying taxes. In return, it receives a portion of the net win. A governmental law from 2016 significantly reduced the number of AWP slots that could be installed in Italy approximately 345,000 slots in 85,000 locations to a maximum number of 265,000 slots in 80,000 locations. See "*Regulation—Italy—General*

conditions to carry out gaming and betting activities in Italy—AWP Slot Machines." As of December 31, 2023, there were approximately 230,000 slots in Italy (*source: Company Industry Sources*).

VLTs, which were introduced in 2010, are slot machines that involve betting on the outcome of a virtual game. The bet amount for a VLT is between €0.5 and €10. Machines are connected to a network and operated on an authorized platform provided by an IT partner. A centralized computer determines the random outcome of each bet based on a programmed pay-out. A concessionaire is responsible for the operation of the network, selecting and managing the games and machines, supporting the PoS in distribution and marketing and collecting and paying taxes. PoS are located exclusively in designated licensed locations. VLTs share a similar compensation model to that of AWPs, albeit with different revenue share splits. The number of installed VLTs has nearly returned to pre-COVID levels (approximately 58,000), reaching 54,000 slots in 2023 (*source: Company Industry Sources*).

Slot Machines have yet to fully recover to pre-pandemic levels in terms of GGR, decreasing by 21.0% from €10.4 billion in 2019 to €8.2 billion in 2024. This decrease is likely due to a structural reduction in the number of slot machines in Italy, triggered by the COVID-19 pandemic. As a result, the market is expected to continue to decline against the current market size, as opposed to strongly recovering to pre-COVID levels. Slot Machines GGR is forecast to decline at a CAGR of 3.1% from €8.2 billion in 2024 to €7.3 billion in 2028.

Slot Machines GGR forecasts from 2024-2028E

GGR (in € billions)	2024	2025E	2026E	2027E	2028E	CAGR 2024-2028E
Slot Machines	8.2	7.8	7.6	7.4	7.3	(3.1%)

Source: H2GC as of September 2025.

The competitive landscape includes diversified large competitors (Lottomatica, Snaitech, Sisal) and licensees with a focus on slot machines (Admiral, Cirsa, Codere, Global Starnet, Net Win, NTS). The Slot machines market in Italy has become increasingly concentrated as larger operators continue to consolidate smaller competitors. In 2023, approximately 81% and 91% of the AWP and VLT market, respectively, was controlled by the top five operators. In the same year, Cirsa had an estimated 5% market share by number of slot machines in both the AWP and VLT markets and was one of the top ten largest gaming machine operators in Italy (*source: Company Industry Sources*).

Italian Online Gaming & Betting

Online Gaming & Betting is the fastest growing segment in Italy and is anticipated to expand significantly over the coming years. Despite the shift to online, land-based sports betting continues to prosper, as many customers enjoy placing bets through both channels. Land-based retail betting locations include bars and designated betting venues. Online and land-based activities have forged a symbiotic relationship, enabling operators to cross-sell customers between the two.

In 2018, the *Decreto Dignità* (Dignity Decree) was introduced, implementing an advertising ban on all forms of gambling. This has greatly benefited omnichannel operators with large retail networks as they can generate brand awareness through store signage. Furthermore, these operators have the distinct advantage of being able to cross-sell customers from retail shops to their online platform. More broadly, operators have additionally benefited from a cost perspective, as their marketing expenses have been substantially reduced.

According to H2GC, the Online Gaming & Betting market in Italy is underpenetrated (44% in 2024) relative to other mature European markets such as the UK (70% in 2024). However, the Italian Online Gaming & Betting market is expected to grow significantly over the coming years, with online penetration forecast to increase from 35% in 2024 to 46% in 2028 (excluding the retail sports betting segment).

Online Gaming & Betting is forecast to grow at a CAGR of 9.0% from €7.0 billion in 2024 to €9.9 billion in 2028.

Online Gaming & Betting GGR forecasts for the period 2024-2028E

GGR (in € billions)	2024	2025E	2026E	2027E	2028E	CAGR 2024-2028E
Online Gaming & Betting[(1)]	7.0	7.8	8.5	9.2	9.9	9.0%

(1) Includes online gaming and retail betting segments.

Source: H2GC as of September 2025.

Strong tailwinds supporting the growth of Online Gaming & Betting include:

- Favorable macroeconomic backdrop, including growth in leisure spending, demand and spending per user.
- Increased access to high-speed internet and smartphones, providing customers with a more convenient and readily available channel to play online.
- New technology driving an enhanced retail experience and cross-selling capabilities.
- Increasing number of sports betting events and virtual games, creating more revenue opportunities.

The market is led by omnichannel operators, including Eurobet (Entain), Lottomatica, Sisal (Flutter), Snaitech (in the process of being acquired by Flutter), and E-Play24 (Cirsa). In 2023, the top six operators (with the fifth and the sixth being tied) had a combined market share by GGR of approximately 72%, including E-Play24 with a market share of 5%, tying for the fifth largest online operator in Italy by GGR (*source: Company Industry Sources*).

Other Casino Markets

In addition to our core markets, the Group operates in Peru, Costa Rica, the Dominican Republic and Morocco. Part of our core strategy is to expand into surrounding markets where there is an attractive growth opportunity and a clear pathway to capture meaningful market share. Focusing on neighboring countries enables us to leverage our existing footprint, resources and capabilities, allowing for a more seamless integration and higher probability of success. In line with our core markets, we focus on countries with stable macroeconomic and regulatory environments that additionally offer attractive growth dynamics.

The following tables set forth a summary of the Casinos forecasts for the markets mentioned above (where available). GGR forecasts for Costa Rica and the Dominican Republic are unavailable. However, it is estimated that we are the number one Casino operator in both Costa Rica and the Dominican Republic, with an estimated market share by GGR of 33% and 28%, respectively, in 2023 (*source: Company Industry Sources*).

Peruvian Casinos Market

The Peruvian Casino market was heavily impacted by the COVID-19 pandemic and has yet to recover, with GGR of €450 million in 2024 as compared to €634 million in 2019 (representing a 29.1% decline). As of December 31, 2023, Cirsa is the second largest player, capturing a market share of 9% (*source: Company Industry Sources*).

As of June 30, 2025, we have 19 Casinos in Peru.

GGR (in € millions)	2015	2019	2024	2028E	CAGR 2015-2019	CAGR 2019-2024	CAGR 2024-2028E
Casinos[(1)]	571.5	634.4	449.7	539.0	2.6%	(6.7%)	4.6%

(1) Includes Casinos and slot machines segments.

Source: H2GC as of September 2025.

Moroccan Casinos Market

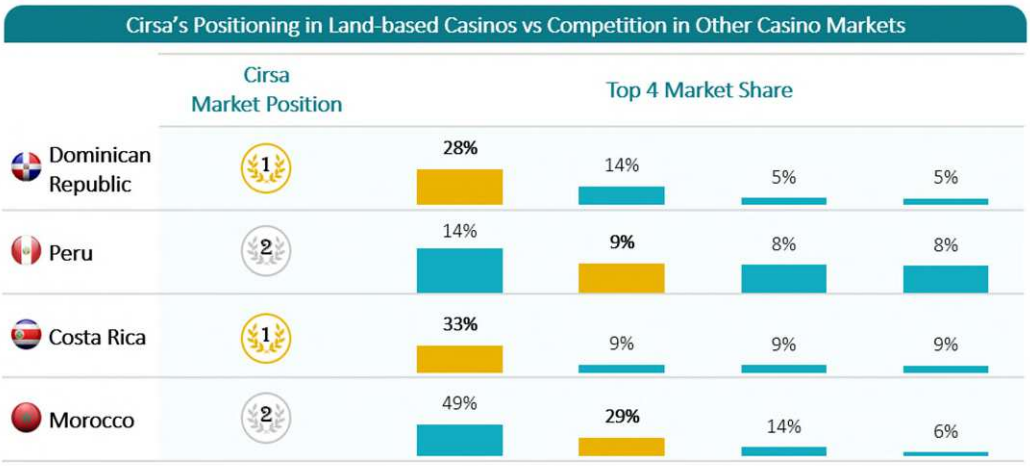
Moroccan Casino market grew at a CAGR of 4.8% between 2019 and 2024 and is forecast to grow at a healthy rate, with a CAGR of 6.2% between 2024 and 2028. As of December 31, 2023, Cirsa is the second largest player, capturing a market share of 29% (source: *Company Industry Sources*).

As of June 30, 2025, we have 3 Casinos in Morocco.

GGR (in € millions)	2015	2019	2024	2028E	CAGR 2015-2019	CAGR 2019-2024	CAGR 2024-2028E
Casinos	136.9	159.6	201.4	256.2	3.9%	4.8%	6.2%

Source: H2GC as of September 2025.

The following graphic depicts Cirsa's market position in the Casinos segment across Other Casino Markets: the Dominican Republic, Peru, Costa Rica and Morocco.



Note: Market share data is for the Other Casinos Markets (i.e., the Dominican Republic, Peru, Costa Rica and Morocco) as of December 31, 2023. Market share data based on GGR.

Source: Company Industry Sources.

Other Online Gaming & Betting Markets

Portuguese Online Gaming & Betting

In-line with our strategy of expanding into adjacent markets to drive growth, we continue to evaluate new opportunities in Online Gaming & Betting that can be accretive to our operations and support further online penetration. The latest example of us executing this strategy is the acquisition of CasinoPortugal, which closed in December 2024. This transaction enabled us to acquire a local hero brand in a fast-growing European market that will serve as a platform for growth in the market.

The Portuguese Online Gaming & Betting market grew at a CAGR of 23.8% between 2019 and 2024 and is forecasted to achieve high-single digit growth over the medium term, growing at a CAGR of 9.1% from 2024 to 2028.

GGR (in € millions)	2015	2019	2024	2028E	CAGR 2015-2019	CAGR 2019-2024	CAGR 2024-2028E
Online Gaming & Betting[(1)]	147.4	575.1	1,669.5	2,363.4	40.5%	23.8%	9.1%

(1) Includes online gaming and retail betting segments.

Source: H2GC as of September 2025.

BUSINESS

Overview

We are a leading gaming company in Spain, Panama, Colombia, Costa Rica and the Dominican Republic, and a key player in Italy, Morocco, and certain other Latin American countries (including Mexico, Puerto Rico and Peru). We operate in fully regulated markets only.

For the twelve months ended June 30, 2025, we generated 73.2% and 12.9% of our EBITDA in countries where we are the #1 or #2 operator, respectively (*source: Company Industry Sources*).

We maintain a well-balanced business with robust geographical diversification, complemented by economies of scale derived from our size, which have consistently driven revenue growth, high EBITDA margins, and strong cash conversion over the past two decades.

Our net operating revenues for the twelve months ended June 30, 2025 amounted to €2,272.9 million, increasing by 11.4% compared to €2,040.7 million for the twelve months ended June 30, 2024. Our EBITDA for the twelve months ended June 30, 2025 amounted to €730.0 million, increasing by 11.3% compared to €656.1 million for the twelve months ended June 30, 2024.

Below is a breakdown of our EBITDA by country for the twelve months ended June 30, 2025:

	For the twelve months ended June 30, 2025
Country	**EBITDA**
Spain	47.4%
Panama	12.0%
Peru	9.5%
Colombia	9.3%
Italy	7.2%
Mexico	6.6%
Morocco	3.4%
Dominican Republic	3.3%
Costa Rica	1.2%
Portugal	0.3%
Puerto Rico	(0.1)%
	100%

Our well-diversified product portfolio encompasses: (i) Casinos with a full entertainment offering, including slot machines, sports betting and, in certain Casinos (i.e., Casinos with tables), physical gaming tables (such as roulette, poker, blackjack and others), food & beverage and shows: and (ii) Gaming Halls (also commercially known as electronic casinos), with a narrower product offering compared to Casinos, including mostly slot machines, electronic roulettes, sports betting and, in certain instances, bingo games, all of which we include in the same Casinos Business Unit. Additionally, we operate slot machines in bars, cafes and restaurants across Spain and Italy. Furthermore, we offer online gaming and sports betting products through our websites, mobile applications and retail outlets. As of June 30, 2025, our operations included 85,535 slot machines (of which 35,393 are Casinos Business Unit slot machines, 25,428 are Slots Spain Business Unit slot machines, 12,546 are AWPs and 2,603 are VLTs in the Italy Slots Business Unit and 9,565 are betting terminals), 62 Casinos with tables, 121 Casinos without tables, 269 Gaming Halls, 648 gaming tables and 2,432 betting points.

We are the omnichannel leader in the Spanish private gaming market, as evidenced by our core activities as of June 30, 2025. As of December 2023, in this market we are positioned as the #1 operator in the Casinos and Gaming Halls as well as slot machines markets (*source: Company Industry Sources*). Additionally, we lead as the #1 slot machine manufacturer in Spain (*source: Company Industry Sources*), having sold 22,265 slot machines and gaming kits during the twelve months ended June 30, 2025. Furthermore, our significant presence extends to the Spanish online gaming and betting sector through *Sportium*, which offers our customers a wide variety of online casino games (such as poker and blackjack tables), slot games, sports betting events (such as soccer, basketball, tennis, greyhound racing and horse racing), and live casino games (real-time, interactive online gaming experiences). This platform supports our online gaming operations and sports betting products across 1,873 betting points in bars, Casinos and Gaming Halls in Spain as of June 30, 2025.

We have a significant presence in Latin America. We are the #1 Casinos operator in Panama, Colombia (where we acquired eight new establishments in March 2024), Costa Rica and the Dominican Republic (*source: Company Industry Sources*). We also operate in Peru as the #2 Casinos operator and in Mexico where we believe that we are the #4 Casinos operator in the market. In most of these countries, we also operate in the online gaming and betting sector. We hold online gaming licenses in Panama, Colombia, Mexico, Peru and Portugal and are in the process of obtaining an online license in Puerto Rico. Recently, we expanded our online gaming and betting operations in the region by acquiring a majority stake in Apuesta Total, which is the #1 online gaming and sports betting operator in Peru (*source: Company Industry Sources*), and collaborating, through *Sportium*, with Hipódromo Camarero to open our first sports betting corner in Puerto Rico.

In Italy, we have established our position in the slot machine market with the operation of 12,546 amusements with prizes ("*AWP*") and 2,603 video lottery terminals ("*VLT*") slot machines in approximately 2,739 and 177 locations, respectively, in central and northern Italy as of June 30, 2025. Furthermore, we strengthened our presence in this country through the acquisition of E-Play24 in 2022, a prominent operator in the Italian online betting and gaming industry, through which our customers can wager on different casino games (such as poker and blackjack tables), slot games, sport events (such as soccer, basketball, tennis, greyhound racing and horse racing), and live casino games. This acquisition has enabled us to expand our online gaming and betting operations significantly.

Finally, we are a key player in Morocco where we are currently positioned as the #2 Casino operator (*source: Company Industry Sources*). We hold majority stakes in the largest Casinos located in Agadir and Tanger. In Agadir, we also hold majority stakes in Casino Le Mirage and Casino Atlantic and in Tanger, we hold a majority stake in Casino Tanger.

Before January 1, 2023, our Business Units were categorized as follows: Casinos, Slots, Bingo, Business-to-Business, and Online Gaming & Betting. Starting January 1, 2023, to enhance comparability and streamline our financial reporting, we reorganized our Business Units in our financial statements. Our current Business Units are categorized as follows: Casinos, Slots Spain, Online Gaming & Betting, Slots Italy and Structure.

Casinos Business Unit

This Business Unit oversees self-managed Casinos and Gaming Halls that house a diverse range of retail gaming products across all the countries where we operate including slot machines, electronic roulette, bingo games, digital gaming tables (such as i-poker and i-blackjack) and sports betting. In our Casinos, we offer to our clients a more comprehensive gaming experience, including traditional gaming tables (such as poker and blackjack tables, baccarat and American roulette) and, in certain selected locations (such as Marbella, Valencia, Mexico City, and Bogotá), a full entertainment package including services such as food and beverage (F&B), live performance shows and music. Our Casinos and Gaming Halls are strategically situated in prime areas and operate within a fragmented market, presenting substantial consolidation prospects.

Our 40 years' experience of running Casinos and Gaming Halls and systematic consumer insight harvesting give us a strong understanding of our customers' preferences, which in turn drive operational excellence and our Gold Mine strategy for optimizing our existing locations. Our Gold Mine strategy consists of identifying an attractive location within our existing portfolio of Casinos and Gaming Halls as a first step, and then conducting meaningful improvements to achieve optimal operational performance and enhance the customer offering. This strategy can also include relocating to larger and better located premises by acquiring or constructing new ones. This strategy also involves exploring and identifying additional promising locations beyond our current portfolio. These locations can encompass both gaming and non-gaming spaces, providing us with opportunities to expand and convert them into new, high-quality venues. See "*—Our Strengths—Proven strategy with multiple levers of sustainable and long-term growth and operational excellence, supported by data analytics and technology*."

Additionally, our scale and operational excellence have allowed us to consolidate smaller operators in our existing markets given their fragmented nature.

Through our Casinos Business Unit, we operated 452 Casinos and Gaming Halls, of which 183 are Casinos (i.e., 62 Casinos with tables and 121 Casinos without tables) and 269 are Gaming Halls, across Spain, Latin America and Morocco, as applicable, as of June 30, 2025. See "*—Casino Operations by Country*."

From an accounting perspective, the results of all our Casinos and Gaming Halls listed herein are fully consolidated within our results of operations from the Casinos Business Unit (except for the results of the 12

Gaming Halls we operate in Italy, which are reported under our Slots Italy Business Unit) and, where applicable, the share of minority investments is also recognized in the statement of comprehensive income under the item "non-controlling interests."

This Business Unit generated EBITDA of €402.7 million for the twelve months ended June 30, 2025, representing 55.2% of our total EBITDA.

Slots Spain Business Unit

We are the #1 slot machine operator in Spain, with 26% GGR market share as of December 31, 2023 (*source: Company Industry Sources*). This Business Unit, in which we operate since 1979, oversees slot machine operations in bars, cafes, and restaurants across Spain. We operate under 17 distinct regulatory regimes—one for each autonomous region in Spain—each maintaining stable and competitive taxation regimes. Within this Business Unit, we only operate recreational, low-stake, mass-market slot machines (i.e., Type B or AWP slot machines) that, in exchange for a low price per game played (i.e., a €1 maximum bet and a €0.54 average bet), provide the customer with entertainment and the possibility to obtain a cash or monetary prize of up to €500 per single event, with a minimum 70% payout over the betting cycle.

To improve our slots productivity, we have developed an exclusive in-house tool, named 'Smart Slot,' which allows for real-time monitoring of slot machine activity in every bar and helps predict customers behavior, thereby enabling customization of slot machines for specific areas and optimizing operational costs and cash management. This tool gathers information on occupancy rates, overlaps among slots and idle capacity to determine whether the bar is adhering to the contractually agreed opening hours. It also identifies timeslots with low play intensity or higher drop and detects potential churn patterns, such as those caused by a competing bar with newer slots. We use the segmentation, geolocation and data analytics gathered by our 'Smart Slot' tool to enhance cross-selling opportunities and develop slot machine cabinet retention and conversion strategies, as well as responsible gaming models.

The Spanish slots market is structurally fragmented, with approximately 6,400 small regional operators collectively holding 56% of the market share (*source: Company Industry Sources*). Since 2015, enabled by our scale, experience, and track record, we have acquired and integrated around 11,900 slot machines (in gross terms, i.e., not taking into account the amount of machines which have, in turn, been taken off the market) into our network through over 69 M&A transactions. We believe that in further substantial market consolidation, which would enable us to enhance our market presence and operational efficiency.

Our Slots Spain Business Unit also includes our B2B operations, which involve designing, manufacturing, and marketing slot machines for the Spanish market, as well as software development and interconnection system services for slot machines and Casinos management. Our extensive portfolio of products and services is distributed both within our Group and to external entities. In our B2B operations, we are the #1 manufacturer holding a 50% to 55% share of the market in Spain (*source: Company Industry Sources*), with 22,265 slot machines and gaming kits manufactured and sold, of which 11,739 were sold to third parties, in the twelve months ended June 30, 2025, increasing by 23.7%, compared to the twelve months ended June 30, 2024. We generated €50.2 million in net operating revenues from slot machines and gaming kits sold to third parties in the twelve months ended June 30, 2025, increasing by 33.6% compared to the twelve months ended June 30, 2024. We design most of the core components of our slot machines and gaming kits and outsource their manufacturing through Unidesa, Spain's leading bar slot machine manufacturer. See "*—Our Business Units—Slots Spain Business Unit*."

This Business Unit generated EBITDA of €201.5 million for the twelve months ended June 30, 2025, representing 27.6% of our total EBITDA.

Online Gaming & Betting Business Unit

We have operated this Business Unit since 2013 as one of the first retail operators in Spain. We specialize in online gaming services and offer online casino games and social games (i.e., without monetary prizes) through our website, mobile applications, and retail outlets, as well as betting services exclusively on sports events both online and through proprietary or third parties' betting corners in physical locations, with a seamless integrated omnichannel entertainment experience for our customers.

We hold online gaming licenses in Spain, Italy, Panama, Colombia, Mexico, Peru and Portugal and are in the process of obtaining an online license in Puerto Rico. Our online gaming services are primarily available

through our *Sportium* brand and some other local brands (Marca Apuesta in Spain, Apuesta Total in Peru, E-Play24, SportItaliaBet and others in Italy).

Since the launch of our online operations in Spain, we have leveraged our large retail network and *Sportium* brand to build a strong omnichannel business underpinned by attractive economics. In Spain, we are currently the leading omnichannel operator in sports betting with the largest retail footprint and an 11% GGR market share as of December 31, 2023 (*source: Company Industry Sources*).

This Business Unit has been growing both organically and inorganically with the acquisitions of E-Play24 in Italy, GanaBet (renamed *Sportium*) in Mexico, Apuesta Total in Peru and some smaller acquisitions in the Spanish and Italian markets. We believe that we have the key assets that will support future growth, including an international retail footprint, a strong portfolio of international and local online brands, a well-calibrated marketing strategy, a wide range of products, customer knowledge and customer relationship management (CRM) best practices.

This Business Unit generated EBITDA of €111.0 million for the twelve months ended June 30, 2025, representing 15.2% of our total EBITDA.

Slots Italy Business Unit

This Business Unit, in which we operate since 1997, manages slot machine operations in third-party bars, cafes, restaurants and traditional bingo establishments in Italy. In Italy, we also directly operate 12 Gaming Halls (which are reported under our Slots Italy Business Unit). In addition, our in-house platform functions as a network operator for slot machines, for which we can charge a fee (not material in terms of contribution to revenues from this Business Unit) of not higher than 3% of the revenues per machine to third parties that we interconnect to our network.

Our Slots Italy Business Unit operated 12,546 AWP slot machines and 2,603 VLT slot machines in third-party locations across central and northern Italy as of June 30, 2025. AWP are recreational, low-stake, mass-market slot machines awarding small prizes and present in dedicated Gaming Halls and other points of sale ("*PoS*"), whereas VLT are Casino-type slot machines awarding large prizes and only present in licensed PoS (such as Casinos and Gaming Halls). We operate an attractive franchise and profit-share model with such third-party location owners and enter into exclusivity contracts for up to three years.

This Business Unit generated EBITDA of €29.9 million for the twelve months ended June 30, 2025, representing 4.1% of our total EBITDA.

Structure Business Unit

This Business Unit consolidates all entities contributing less than 10% of our total external and internal revenue, which corresponds to less than 10% of the combined Business Units results, and less than 10% of our total assets. In this Business Unit, we record operating revenues from a variety of activities, including revenues and overhead costs reimbursed from joint ventures and personal services, as well as the reimbursement of immaterial costs associated with the payment of licensing fees (e.g., costs associated with licenses for re-invoicing applications and software applications such as Windows, SAP and GIC) and the Group's administrative and management structure, which are part of our overhead costs. Due to their individual immateriality, specific details for these operations are not provided separately in this Offering Memorandum, but are aggregated under this Business Unit.

Our Strengths

We operate in select large and fully regulated markets with attractive growth dynamics and significant potential due to their underpenetration (especially in Latin America and online gaming).

We are highly selective of the markets where we operate and adhere to rigorous criteria when evaluating potential new markets. The markets we choose to enter are selected based on the following key factors:

- a stable macroeconomic landscape, characterized by positive GDP growth, a stable currency and a healthy credit rating;
- locally-regulated markets with a stable regulatory, tax and licensing regime, governed by reputable government agencies; and

- underpenetrated and/or highly fragmented gaming markets, supporting growth dynamics for well-capitalized large-scale international operators.

We define our total addressable market ("*TAM*") as the overall gross revenue opportunity that is available for our Business Units in selected regions: Spain, Italy and certain Latin American countries, including our existing markets, as well as adjacent ones to the abovementioned that we may consider entering in the future (such as the Bahamas, Chile, Jamaica, and Uruguay). Our TAM includes these adjacent markets as they have a stable regulatory environment and, in case of expansion, are markets we have identified as being able to be integrated with ease into our existing business due to our know-how, geographical proximity and existing relationships. Although Brazil formally became a regulated market as of January 1, 2025, it has been excluded from the TAM given the market is currently stabilizing and most of its players still operate without licenses and, therefore, without the stricter KYC requirements and the higher structural costs of licensed operators. As of the date of this Offering Memorandum, we have not made any formal decision or specific plan to enter into any of these adjacent markets and any potential expansion into new markets will depend on several factors, including the attractiveness of the opportunities (which we are constantly monitoring) that may arise in the future. According to H2 Gambling Capital ("*H2GC*"), our TAM in 2024 was €35 billion of GGR and is forecast to grow at a compound annual growth rate ("*CAGR*") of 5.2% to €43 billion by 2028. According to the same source, our TAM has grown from €17 billion in 2007 to €27 billion in 2019, illustrating our resilience to macroeconomic crises and regulatory changes, such as smoking or advertising bans.

Each of our markets is fully regulated and characterized by stable and predictable gaming and tax regulations, where we have strong local knowledge and connectivity. We strive to be aligned with local governments by supporting responsible gaming as we continue to be a relatively important source of income for regional or national budgets and for employment and economic development. For instance, we have had 20 years of established relationships with most of our regulators. This enables us to successfully navigate the regulatory frameworks of the countries we operate in.

Each of our markets possesses considerable growth potential, particularly from online gaming, considering their relatively low online gaming penetration. For example, according to H2GC, in 2024, online GGR per capita in our core markets of Spain, Italy and several Latin American countries (including Bahamas, Chile, Colombia, Jamaica, Mexico, Panama, Peru, Puerto Rico and Uruguay) was €41, €93 and €18, respectively. This is much lower than the online GGR per capita in mature online gaming markets such as the United Kingdom (where online GGR per capita for the year ended December 31, 2024 was €137), indicating that there is significant room for growth. The online gaming market in Latin America is particularly underpenetrated and consequently forecast to achieve outsized growth in comparison to other regions. According to H2GC, Latin America online GGR is projected to grow at a CAGR of 13.6% from 2024 to 2028, significantly outpacing the United Kingdom which is projected to grow at a CAGR of approximately 4.2%.

We expect our organic growth will be driven by cementing our leading positions in our core markets in Spain and Latin America. For the twelve months ended June 30, 2025, we generated 39.4% of our net operating revenues and 47.4% of our EBITDA from Spain. Spain is one of the largest gaming markets in Europe and is expected to grow at a stable rate over the next five years.

We also have material exposure to Latin America, with 34.0% of our net operating revenues and 41.9% of our EBITDA for the twelve months ended June 30, 2025 generated from, in aggregate, Panama, Colombia, Mexico, the Dominican Republic, Peru and Costa Rica (and, in particular, 6.2% of our net operating revenues and 6.6% of our EBITDA for the twelve months ended June 30, 2025 was generated from Mexico). This region is one of the core growth drivers for our business, as our TAM in Latin America is forecast to grow at a CAGR of 8.9% over the next four years, according to H2GC.

This growth is driven by the following factors:

- *Significant underpenetration of both online and land-based gaming in Latin America compared to mature gaming markets*. For instance, according to H2GC, the GGR per capita in 2024 was €43 in our Latin American markets, €143 in Spain (excluding all lotteries, whether state or private, and state pools (quinielas), €269 in Italy, €228 in the United Kingdom and €335 in the United States. In addition, Latin America has 724 inhabitants per slot machine compared to only 198 in Spain and 189 in Italy. This disparity indicates a substantial opportunity for market growth in Latin America.

- *Our focus on Latin American countries with positive demographic profiles*. In Panama, Colombia and Mexico, approximately 90% of the population is younger than 65, supporting future gaming

demand and digital adoption. Colombia and Mexico are specifically less penetrated in terms of population with access to a bank account or smartphone. We expect online access growth in these countries to serve as a further growth driver in the online gaming sector.

Recognizing this opportunity in Latin America, we have chosen to focus on countries with stable macroeconomic backdrops and stable regulatory, tax and licensing regimes, based on the following:

- The macroeconomic backdrop for the Latin American countries where we currently operate is among the most stable in the region. With regard to inflation, our Latin American markets—Panama (0.7%), Colombia (5.8%) and Mexico (4.7%)—have experienced lower inflation between 2015 and 2024 compared to more volatile countries in the region where we have chosen not to operate, such as Argentina (70.5%) and Venezuela (14,505.9%), according to the GSMA Mobile Economy Report of BMI (a Fitch solutions company), World Bank. Our Latin American markets also have more stable exchange rates compared to countries like Argentina and Venezuela. Similarly, sovereign credit is considered stable for the region (Panama (S&P BBB), Colombia (S&P BB) and Mexico (S&P BBB)), particularly when compared to other countries in the region such as Argentina (S&P CCC) and Venezuela (S&P rating withdrawn).

- We believe the gaming tax structures in the Latin American countries where we operate are stable and directly tied to our net operating revenue generation, providing us with visibility on financial performance. For example, in our three key Latin American Casino markets (Mexico, Panama and Colombia), gaming taxes have remained unchanged since 2015 (30%, 18% and 12%, respectively). In addition, we have managed to reduce our gaming tax burden through optimization measures. Across our entire business, we have successfully lowered our gaming taxes as a percentage of net operating revenues from 35.1% in 2015 to 28.7% for the year ended December 31, 2024 and 28.8% for the six months ended June 30, 2025.

We have deep-seated knowledge of the local licensing frameworks and requirements in the countries where we operate, which helps us reduce licensing risks. Other than in Panama and Italy, all the licenses we hold either automatically renew or can be extended for successive 10 to 20-year terms with three to five months' advance notice at minimal or no cost, depending on the region. We face a more complex renewal process in Panama where we are required to pay between $500,000 per Type A Casino and $1,000,000 per Casino in order to renew our licenses for another 20-year term upon expiration (between 2034 and 2043). In Italy, licenses are awarded through a public tender process and may be extended subject to the payment of certain fees. For the most recent extension for land-based gaming concessions from January 1, 2025 to December 31, 2026, we will pay a combined two-year fee of (i) €11.4 million for our VLT and AWP licenses (€60 and €2,000 per year for each AWP and VLT license, respectively, to be paid in three annual installments on March 15, July 15 and October 1 for each year of extension), and (ii) €648,000 for our two bingo hall licenses (€108,000 per year for each bingo license to be paid in two installments on January 31 and June 30 per each year of extension).

Diversified business portfolio across different geographies, channels and products.

We are a highly diversified business, both from a geographic and product standpoint. This strategic breadth not only ensures the stability of our cash flows but also mitigates the reliance on any specific region or business segment.

We currently operate in 11 markets across Europe, Latin America and North Africa, and are not overly exposed to a single market. Our largest exposure is to Spain, which generated 39.4% of our net operating revenues and 47.4% of our EBITDA for the twelve months ended June 30, 2025. However, the Spanish market is decentralized from a regulatory perspective, with 17 regional authorities responsible for regulating most gaming activities in the relevant markets. Consequently, our operations in Spain are well-diversified, which helps mitigate the risk of any potential adverse changes to the regulatory regime. The rest of our operations are distributed among nine other countries, all of which have been selected on the basis of their stable regulatory and macroeconomic conditions.

We also operate four distinct but complementary business units within the gaming industry (Casinos, Slots Spain, Online Gaming & Betting and Slots Italy). Each of these business units has a diverse profile in terms of product offering, channel and geographic exposure, which provides resilience and protects us in the event of a downturn in any single business unit.

Leading gaming operator in Spain and Latin America underpinned by a strong competitive market position.

In many of the markets where we operate, we are the #1 player (*source: Company Industry Sources*). On a consolidated basis, 73.2% of our EBITDA for the twelve months ended June 30, 2025 was contributed by the markets where we are the #1 player. This position provides benefits of scale considering significant set-up costs in many of our markets and makes us the consolidator of choice in the highly fragmented markets in which we operate. For example, in Spain, 59% of the slot machines market is run by regional operators based on 2023 GGR (*source: Company Industry Sources*). In Colombia, 70% of the Casinos market is run by multiple local players (*source: Company Industry Sources*). We have a proven history of successfully acquiring smaller competitors and businesses at attractive valuations.

We believe that our competitive position is further reinforced by several factors: the significant set-up costs required to begin operations in many of our markets, regulatory restrictions (such as advertising prohibitions for online gambling in Spain and the limited number of licenses available in Panama), and our decades-long track record of operating in many of our markets and collaborating with local regulators to promote legal and responsible gambling. Additionally, our retail presence provides a competitive edge in deploying our omnichannel strategy to customers familiar with our land-based business.

In Spain, we are the leading Casinos and Gaming Halls and slots operator based on 2023 GGR market share and are a leading omnichannel operator for online gaming (*source: Company Industry Sources*). According to the same source, we have the largest retail footprint in Spain based on number of points of sale ("*PoS*"), which we leverage to effectively deploy an omnichannel strategy. Our slot machine operations are diversified across all 17 autonomous regions in Spain. We have a 17.3% share of the Spanish market (based on weighted average GGR market share as of December 31, 2023 for Casinos, Gaming Halls slots and online gaming and betting) compared to our second competitor at 5.6% (*source: Company Industry Sources*). Our leading position in Spain results in the reduced cost related to acquiring a new customer ("customer acquisition costs" or "*CAC*"), higher ARPU and lower churn rates, enhanced by our marketing initiatives and, therefore, higher lifetime value compared to our competitors that use a single-channel approach (i.e., focused solely on online gaming, Casinos or Gaming Halls), and enables market share gains.

In Latin America, we hold a robust competitive position, being a leading Casino operator in Panama, Colombia, Costa Rica and the Dominican Republic, and a key player in other Latin American markets (including Mexico, Puerto Rico and Peru), as evidenced by our combined GGR market share for 2023 (*source: Company Industry Sources*). Furthermore, we have a 58%, 26% and 9% share of the Panamanian, Colombian and Mexican land-based Casino markets, respectively (*source: Company Industry Sources*). Our position is secured by operating Casinos at some of the best locations in each market. Our Latin American retail presence helps us implement an omnichannel strategy and cross-sell our online offering to customers who are familiar with our traditional retail products. We stand out as the sole large-scale operator that maintains leading market positions across various markets in the region. This, coupled with our local know-how, expertise and understanding of gaming regulations, as well as strong relationships with regulatory bodies, equips us with a unique competitive advantage over international players and increases our ability to successfully execute our growth strategies.

Proven strategy with multiple levers of sustainable and long-term growth and operational excellence, supported by data analytics and technology.

We have successfully developed a robust growth strategy focused on (1) enhancing our local, multichannel business model to attract and retain a large, resilient and loyal customer base, (2) leveraging operational excellence and pioneering technology to drive earnings growth and (3) capturing attractive organic and inorganic growth opportunities.

The three main growth levers of our strategy are the Gold Mine strategy, the Omnichannel strategy and the M&A strategy. All of these are supported by our data analytics and technology capabilities.

Gold Mine strategy: Focused on our Casinos Business Unit and premised on the pursuit of a sustainable and profitable expansion in existing locations, with particular focus in markets with significant growth potential such as Latin America and Morocco, this strategy entails identifying an attractive location within our existing portfolio, and then conducting meaningful improvements to achieve optimal performance and enhance the customer offering and experience. These modifications could include, among others:

- increasing the gaming surface area;

- converting spaces into Casinos;
- increasing the number of slot machines and tables; and
- creating a full entertainment experience by adding leisure services, such as event stages and restaurants.

Our Gold Mine strategy has occasionally led to expansion into adjacent premises, but only when justified by the performance of the Casino. The Gold Mine strategy may also involve relocating to larger and better-located premises, either by acquiring or constructing new facilities.

An example of the Gold Mine strategy is our Rio Bogotá Casino in Colombia. After identifying this location as a suitable candidate for our Gold Mine strategy, we transformed this Casino through three Gold Mine expansions in 2005, 2018 and 2022 and are currently planning a fourth expansion to be completed in 2026. In the first three Gold Mine expansions, we added 14 slot machines and nine gaming tables, improved the service offering (including the addition of an events stage) and increased the area by 190 sqm. These improvements led to an increase of 55% in EBITDA attributable to this Casino from 2021 to 2022. Through the fourth expansion, we plan to add 58 slot machines and seven gaming tables, to further improve the service offering with an incremental 41 parking lot spaces and increase the surface by 769 sqm.

Through the execution of our Gold Mine strategy, from January 1, 2010 to June 30, 2025, we have increased the number of slot machines in our premises in Latin America and Morocco by approximately 102% and the number of gaming tables by approximately 84%. With this strategy, we have also expanded the surface area, or fully renovated the premises, of 220 Casinos in these regions. Leveraging on this strategy, in the same period, we opened 138 new Casinos (including 114 through inorganic acquisitions and 24 projects where we organically designed and developed the new Casino).

Omnichannel strategy: Premised on the integration of multiple channels of customer engagement, thereby enhancing customer experience, brand loyalty, retention, higher customer lifetime value and ARPU, this strategy, underpinned by our technological capabilities, not only facilitates a consistent and cohesive brand interaction across various platforms but also leverages data-driven insights to optimize our offering and interactions with customers.

In recent years, we have successfully deployed our omnichannel growth strategy, particularly in online gaming in Spain. The success observed in Spain, where this approach has significantly boosted our online gaming business unit, underscores its effectiveness.

Furthermore, we have achieved revenue synergies through cross-selling as we have successfully encouraged many of our retail customers in Spain to also play through our online channels. For the last twelve months ended June 30, 2025, approximately 60% of Sportium's Spanish retail customers have an online account and, conversely, approximately 48% of Sportium's online users have also transacted in our retail channel during the same period. We have also introduced a single wallet for our online and retail services allowing our customers to use their balance in all channels and immediately deposit or withdraw money. Through this product offering and cross-selling opportunity, we can offer our customers a seamless gaming experience between retail and online, while creating a strong brand that resonates across our customer base.

In addition, the introduction of online advertising restrictions in Spain made this omnichannel approach, our leading local brands and our extensive retail footprint more relevant. Advertising bans have also been imposed in other markets in which we operate, including Italy and the Dominican Republic. The remaining markets in which we operate allow for advertising under specific restrictions related to responsible gaming, which further underscores the potential and importance of our omnichannel strategy.

Financially, the success of our omnichannel strategy is highlighted by the superior ARPU generated by omnichannel customers compared to purely retail or online customers. For instance, according to management estimates, for the twelve months ended June 30, 2025, the ARPU generated by omnichannel customers was 4.3 times higher than the ARPU generated by purely online customers, indicating that an omnichannel customer provides four times as much value as a purely online customer. In addition, the net operating revenue contribution from our Online Gaming & Betting Business Unit has more than tripled from 7% in 2019 (on a pro forma basis to give effect to the acquisitions completed in 2019) to 22.9% for the twelve months ended June 30, 2025. Similarly, the EBITDA contribution of our Online Gaming & Betting Business Unit increased from €18.0 million

in 2019 (on a pro forma basis to give effect to the acquisitions completed in 2019) to €111.0 million for the twelve months ended June 30, 2025. This represents a CAGR of approximately 32%.

M&A strategy: This strategy is premised on the identification of companies that can accelerate our corporate strategy, are profitable from the outset and align with our company's culture. M&A is an important pillar of our growth strategy and is deeply embedded in our DNA, accounting for approximately one-third of our historical growth based on our EBITDA in 2015 compared to 2024. We believe that we are well positioned to continue playing a key role in the consolidation of the highly fragmented markets where we operate, given our proven track record of disciplined accretive M&A transactions at attractive acquisition multiples (6.4x EV/EBITDA pre-synergies and 4.6x EV/EBITDA post-synergies), and integration capabilities. When evaluating a target, we conduct robust and detailed synergies and due diligence analyses, validated by the corresponding Business Unit or country manager. In addition, our ability to integrate targets under the Cirsa brand, optimize fixed costs and improve the target's B2C playing experience using our expertise, technological capabilities and best practices, are key drivers for creating synergies in our transactions. For each acquisition our experienced M&A team prepare and implement a detailed integration and synergy plan, conducting regular follow ups on synergies until 24 months after the closing of the relevant transaction.

We have made noteworthy, strategic and accretive acquisitions across different channels and regions. Our acquisition strategy has also included the establishment of joint ventures and partnerships. Our strong M&A track record, composed of over 135 majority interest transactions successfully executed and integrated from January 1, 2015 to June 30, 2025, has benefited from highly fragmented markets, which include a large number of regional and, generally, much smaller operators (i.e., we have a market share of approximately 26% in the slots market in Spain compared to the combined 21% market share of our top five competitors (*source: Company Industry Sources*)). These acquisitions are mostly bolt-on acquisitions of small local gaming operators and do not require substantial financial investments, which has allowed us to complete several transactions of this type over the years. In the period from January 1, 2015 to June 30, 2025, we invested an overall amount of €1.2 billion in M&A activities, of which over 135 majority interest transactions accounted for €1.1 billion while minority interest acquisitions accounted for €90 million. Our successful transactions during this period include:

- *Land-based*: Casino Win in Colombia (2024), Modena Giochi in Italy (2023), Casino Tanger in Morocco (2022), Habana in Spain (2021), Giga Games in Spain (2019) and Unidelca in Colombia (2010), among others.

- *Online gaming sector*: the recent acquisition of 68% of CasinoPortugal in Portugal (2024), 70% of Apuesta Total in Peru (2024), the acquisition of GanaBet (renamed Sportium) in Mexico (2023), the acquisition of a 60% stake in E-Play24 in Italy (2022) and the acquisition of the remaining 50% ownership interest in Sportium in Spain (2019).

- *Operational excellence & our data analytics and technology capabilities*: Our strategic growth vectors are supported by operational excellence initiatives and our capacity to leverage data analytics and technology to drive continuous revenue enhancement and cost management. Utilizing real-time data and advanced analytics allows us to reduce downtime and operational expenses, while maximizing profitability across our gaming operations. We have invested and intend to continue to invest in information technology solutions to enhance customer experience and value and improve revenues and margins.

We also use predictive monitoring tools such as AI driven data models like "SmartSlot" to:

- deliver superior performance and control,

- optimize product allocation and replacement time,

- increase returns on invested capital through segmentation and personalized offering, and

- gather real time information to evaluate occupancy rates by slot machine.

To further drive our revenue, we focus on customer relationship management to maximize customer value through our "Cirsa Winner Club" loyalty program, which had approximately 0.9 million customers voluntarily enrolled as of June 30, 2025. Our loyalty program rewards our customers through points, campaigns and exclusive promotions to play within our tables and slots. Our loyalty program also provides additional data

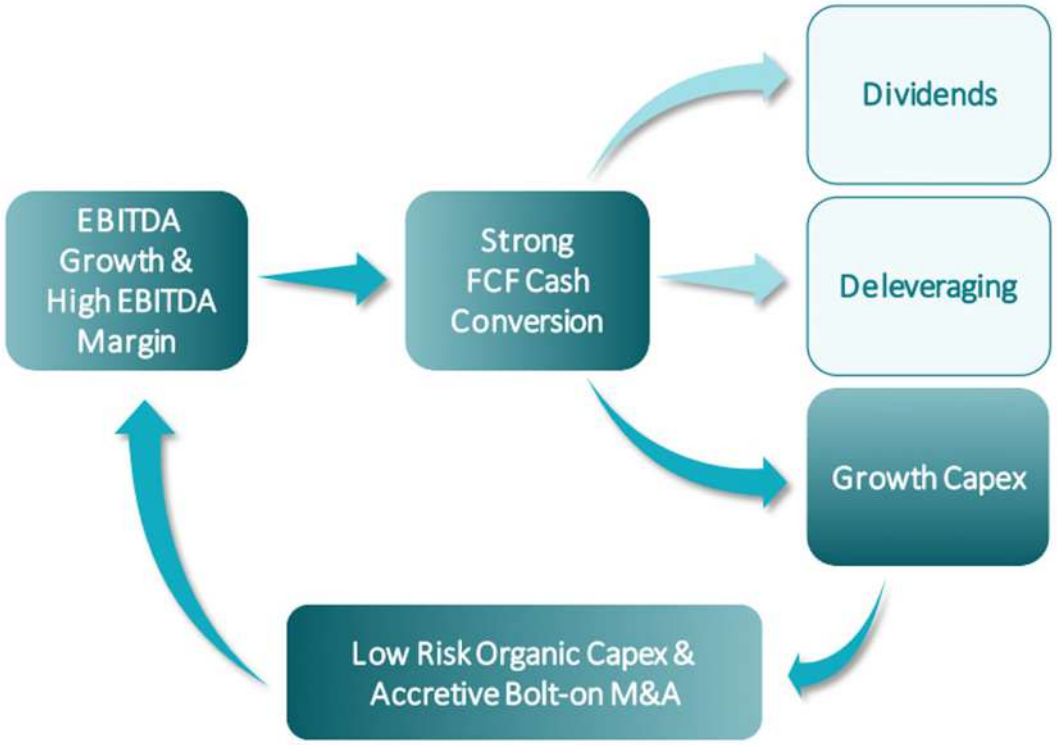
regarding our customers. This is particularly effective to attract and retain customers given the recurrent communication with them, especially in those markets which prohibit unsolicited advertising.

Strong financial track record and cash flow generation.

We have maintained a longstanding track record of 47 years in the gaming and entertainment industry, marked by 68 consecutive quarters of reported EBITDA growth and reported EBITDA margin expansion (excluding the periods impacted by the COVID-19 pandemic with 54 consecutive quarters prior to the COVID-19 pandemic and 13 consecutive quarters thereafter).

Historically, we have consistently met the financial guidance we have issued to the bond markets. We have an established track record of 18 years of meeting or surpassing guidance targets. In June 2023, we provided an EBITDA guidance target of €615-€625 million for 2023. For the years ended December 31, 2023 and 2024 we generated €630 million and €699 million in EBITDA, respectively, surpassing the guidance target. Similarly, in June 2022, we provided an EBITDA guidance target of €520-€530 million. For the year ended December 31, 2022, we generated €552 million in EBITDA, exceeding the guidance target by €22-€32 million.

We have a proven robust history of organic cash generation allowing for a "Virtuous circle" of profitable growth. Our high EBITDA margins and growth allow us to have strong cash conversion, which in turn funds further growth capital expenditures (on low-risk organic capital expenditures and accretive bolt-on M&A), allowing for continued high EBITDA margins and growth. This self-funded growth will also enable us to continue deleveraging significantly, in line with the approach adopted in recent years.



Our net operating revenues increased from €820 million in 2005 to €1,760 million in 2019 (excluding our discontinued business in Argentina in 2018) and increased from €1,701.1 million in 2022 to €2,150.2 million in 2024 and to €2,272.9 million for the twelve months ended June 30, 2025, representing an increase by almost three times since 2005 (and by 26.0% from 2022 to 2024), achieved through different stages and measures: (i) initially through a new core strategy implemented by management from 2006 onwards, focusing on the most profitable regions and exiting a number of markets where the economics were unfavorable, such as Russia or Argentina; (ii) through the implementation of operating efficiencies to achieve recurring cost savings, such as optimizing slot machines and tax payments, improving personnel cost efficiency, optimizing commercial and technical services routes and renegotiating some lease agreements; (iii) through the successful completion of highly accretive M&A transactions, including through the achievement of synergies on integrated companies and

the consequential geographical diversification that has helped mitigate the effects and pressures from inflation in certain countries and (iv) through the implementation of our omnichannel strategy, which has increased customer activity and ARPU and reduced churn rates and CAC.

On the costs side, we have implemented productivity programs across all our countries of operation and business units. As a result of these measures, our EBITDA margin increased from 9% in 2005 to 32.5% in 2024 and 32.1% for the twelve months ended June 30, 2025.

Furthermore, our business has historically generated strong cash flows which have contributed to steady and progressive deleveraging. Our OpFCF more than doubled from €209 million in 2018 (excluding our discontinued business in Argentina in 2018) (€408.0 million in 2022) to €507.8 million in 2024 and €545.9 million for the twelve months ended June 30, 2025, resulting in an increase in OpFCF Cash Conversion from 57% in 2018 (73.8% in 2022) to 72.6% in 2024 and 74.8% for the twelve months ended June 30, 2025. Free cash flow generation remains a strategic priority and we aim to continuously implement measures to manage capital expenditure to maximize cash flow and rigorously evaluate investments based on short payback periods. Through our cash generation capacity, we have been able to significantly deleverage the Group from a total net debt to EBITDA ratio of 4.0x as of December 31, 2018 (after the Group's acquisition by Blackstone) to 3.8x as of December 31, 2024, despite the multiple M&A transactions implemented during the period such as the acquisition of Sportium and E-Play24, among others. In addition, as a result of a €273.1 million equity contribution received by the Company and its subsidiaries further to the issuance of the PIK Notes (the proceeds of which were used to repay certain existing indebtedness of the Group) and ordinary course cash flow generation, the Group further deleveraged by 0.6x to a total net debt to EBITDA ratio of 3.2x as of June 30, 2025.

Highly experienced management team with proven track record.

Our organization is led by a seasoned and proficient management team with a proven track record in handling complex operations, developing innovative products both within and beyond the gaming industry and consistently meeting commitments even in challenging business environments. In April 2022, Mr. Antonio Hostench Feu assumed the role of Chief Executive Officer following the board's decision to separate the responsibilities of the Chief Executive Officer and the Chairman. Previously, Mr. Joaquim Agut Bonsfills had served as both our Chief Executive Officer and Chairman since 2006. Currently, Mr. Joaquim Agut Bonsfills serves as the Executive Chairman, overseeing corporate governance, leadership remuneration, and appointment committees. Meanwhile, Mr. Antonio Hostench Feu manages day-to-day operations, global growth strategy and our executive leadership team. The core members of our senior management team, including the Executive Chairman, Chief Executive Officer, Managing Directors, General Manager and Legal Director, have remained largely unchanged since the implementation of our core strategy in 2006. Collectively, they bring an average of approximately 18 years of experience in the gaming industry. Additionally, our workforce comprises over 15,500 full-time equivalent employees with deep local gaming expertise.

Our management team has a unique understanding of the gaming sector and the markets where we operate, demonstrated by 68 consecutive quarters of reported EBITDA growth, excluding the period impacted by the COVID-19 pandemic, and an increase in our EBITDA by ten times as calculated from our reported EBITDA of €71.0 million in 2005, when the current management took over and expanded our international presence, to an EBITDA of €699.3 million for the year ended December 31, 2024 and 730.0 million for the twelve months ended June 30, 2025, representing a CAGR of 12.8% for the 2005-2024 period, in each case including the results of the companies acquired in the respective periods. 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 qualified expertise to address the challenges that may arise in those markets.

In addition, our management team has a longstanding track record in successfully acquiring and integrating gaming operators, as well as effectively leading multiple debt offerings for the company, including 21 capital market debt issuances between 2004 and 2024, resulting in a total debt raised of €7.2 billion from such issuances.

Sustainability focused organization with market leading responsible gaming commitment.

Sustainability is fully integrated within our strategy, allowing us to be a driver of change and generate value for all our stakeholders. We are committed to reducing the environmental impact of our business, investing in local people and communities and upholding the highest responsible gaming and corporate governance standards.

We have implemented a robust environmental, social and governance ("*ESG*") framework which ranks first in Sustainalytics' Casino and Gaming universe out of 68 gaming companies rated by Sustainalytics and 14th globally in the consumer services industry out of 437 companies. Furthermore, we have also obtained an ESG score of 49/100 from S&P Global (where 100 is the best score possible and 0 the worst) out of the gaming industry average of 36/100, which means that the Company outperforms the gaming industry average and further underscores our efforts on continuous improvement in this area. We have also received third-party ESG certifications from the international certifying entity G4 (Global Gambling Guidance Group), COFAR (*Confederación Española de Empresarios del Juego*) and ECA (European Casino Association) in relation to responsible gaming and we are a member of the UN Global Compact. Finally, we follow GRI ESG Reporting Standards and we are actively preparing to align with the ESRS (*European Sustainability Reporting Standards*) to meet the requirements of the CSRD in 2025 (assuming its adoption by Spanish authorities).

Our approach to sustainability is underpinned by four key focus areas. The first is anchored on delivering a leading responsible gaming strategy, with a clear focus on preventing gaming addiction through assistance and guidance provided by our dedicated customer service. We are also leveraging innovative AI tools to predict, identify and prevent pathological gaming. In addition, we have developed a robust responsible gaming policy and since September 2022, our approximately 7,800 employees who directly engage with our gaming customers have attended approximately 19,000 training sessions focused on responsible gaming. Our responsible gaming approach is underpinned by several third-party certifications: for example, more than 15,500 of our third-party PoS (primarily bars) were certified by COFAR (Spanish gaming sector association) in responsible gaming during 2024 and validated by SGS (a leading testing, inspection and certification company) through sampling, bringing the total of establishments certified to approximately 95%. At the corporate level, we have obtained the Responsible Gaming certification by G4, becoming the first company to receive this accreditation in Spain and in the Latin American countries where we operate.

The second pillar of our ESG strategy is focused on minimizing our impact on the environment and supporting climate change initiatives more broadly. We are actively working towards transforming our Casinos and Gaming Halls into low impact and highly efficient buildings, while also reducing our energy and materials consumption. In 2024, we reduced our emissions per square meter associated with the purchase of electricity, steam, heat, or cooling ("*Scope 2 emissions*") by 30% compared to 2015 levels. Moreover, 66% of our 2024 electric energy consumption was based on renewable sources. We set an overarching goal to reduce our greenhouse gas emissions by 65% by 2030 (compared to 2022 levels) and aim to achieve 95% renewable energy consumption by 2030. Moreover, we intend to formally join the Science Based Targets Initiative (SBTi) in 2025.

The third pillar of our sustainability strategy is focused on social considerations, particularly as we endeavor to retain, develop and attract new talent. We have specifically developed a five pillar 'people policy' which focuses on equal opportunities, job security, health and safety, professional development and well-being. In 2022, 50% of our employees who hold key management positions in our Casinos and Gaming Halls were women and we have set the goal to further increase this percentage by 2030. We also support local communities and initiatives in the countries where we operate and work towards creating strong ties with all local stakeholders. For instance, 95% of our employees are local (i.e., national employees of the country in which they provide the service). Additionally, our tax payments significantly contribute to the development of the countries where we operate. In 2024 alone, our aggregated gaming and corporate tax payments amounted to €740.4 million.

The final pillar of our sustainability strategy emphasizes governance and regulatory compliance, which are hallmarks of our organization. Within this pillar, we are specifically focused on business ethics, compliance and employee conduct. Our business activities are designed to ensure that each employee complies with the current legislation in every location where we operate and in 2024, all our employees were trained in anti-corruption, money laundering and other regulatory and compliance policies in accordance with our annual training plans. We also have a cybersecurity program with three main objectives: preventing fraud, preventing data leaks and ensuring business continuity and recovery. The program has been in effect for the past 13 years and is continuously reviewed and evaluated by our in-house experts and external advisors. We are committed to ensuring that our gaming activities are conducted ethically and transparently, promoting responsible practices that safeguard fun and entertainment without compromising the safety of our customers or sustainability of the environment.

Our Strategies

Our core growth strategy is centered on market consolidation, sustainable and profitable expansion within existing locations through our Gold Mine strategy and expansion into new, attractive geographies. These strategic pillars are bolstered by initiatives aimed at enhancing efficiency and productivity, including through data

driven decision making, expanding digitally in core markets through our omnichannel approach and pursuing selective and accretive M&A transactions.



Strengthening our leadership position in Spain.

In Spain, we are the market leader in the Casinos and Gaming Halls, slots and online gaming and betting segments with a proven track record of organic and inorganic growth. Our solid market presence positions us as the preferred partner for smaller competitors and we have a proven history of successfully executing bolt-on acquisitions, integrating businesses and realizing synergies.

We remain dedicated to consolidating our position in the Spanish market segments where we operate.

Furthermore, to drive organic growth across our businesses, we closely monitor our operations, identifying successful locations that can be enhanced with additional gaming offerings or expanded by increasing the operational area. While controlling costs, we selectively implement marketing and commercial initiatives to stimulate customer demand with the aim of driving our financial performance.

Continue to improve performance of existing and future operations through our Gold Mine strategy in Latin America and Morocco.

Since 2005, we have significantly improved the performance of our existing Casinos through our Gold Mine strategy. This strategy consists of pursuing sustainable and profitable expansion in existing locations, with particular focus on markets with significant growth potential. We start by identifying assets within our existing portfolio that are situated in attractive locations and proceed to conduct significant improvements in these assets to optimize their performance and improve customer experience.

From 2010 to June 30, 2025, we applied the Gold Mine strategy in 220 Casinos, expanding our slots offering by 102% and our gaming tables offering by 84% in Latin America and Morocco. If a Casino continues to perform well, we may consider further expansion into adjacent premises, relocation to larger or more strategically located premises or the acquisition or construction of new premises. Looking ahead, we plan to continue implementing our successful Gold Mine strategy in a sustainable and profitable way, with a particular emphasis on locations in Latin America and Morocco. This approach reflects our ongoing commitment to growth and innovation within the Casino industry.

Expanding into new attractive geographies.

A key element of our strategy is expanding into adjacent geographies that present attractive growth opportunities and a clear path to capturing significant market share. By concentrating on neighboring countries, we can leverage our existing footprint, resources and capabilities, facilitating a smoother integration and increasing our chances of success. This strategy entails a data-driven approach, in which we thoroughly analyze

the adjacent market's characteristics and potential. In addition to proximity, we prioritize countries with stable macroeconomic and regulatory environments, as well as promising growth dynamics that enhance their attractiveness. This strategic focus has been key to our successful expansions and will continue to guide our future growth initiatives.

When pursuing geographic expansions, we engage with local regulators in order to lay the foundations of healthy relationships with our supervisors and the local players, aiming to secure partnership agreements that facilitate market penetration. Additionally, we leverage our experience and presence in adjacent markets to ease our transition into new markets.

For instance, having previously operated in Costa Rica and the Dominican Republic, we also expanded into the online market of Puerto Rico at the beginning of 2024. Moreover, we have recently expanded into the Portuguese online market with the acquisition of CasinoPortugal. These expansions stand as prime examples of our strategic growth initiatives and have already begun to demonstrate their potential, further reinforcing our commitment to expand our footprint in promising markets. The Puerto Rican Casino segment is also a market we may consider for potential expansion in the future. Currently, we intend to prioritize expansion opportunities in other markets (such as the Bahamas, Chile, Jamaica and Uruguay) to better address our strategic and financial criteria and objectives, although, as of the date of this Offering Memorandum, we have not made any formal decision or specific plan in this respect. Any potential expansion into new markets will depend on several factors, including the attractiveness of the opportunities (which we are constantly monitoring) that may arise in the future. These markets have stable regulation that support the case for possible future expansion should an attractive opportunity present itself. In case of expansion, we believe that we are well positioned to successfully integrate these markets due to our deep know-how, regional contacts and operational proximity.

Other potential adjacent markets that we closely monitor include Brazil, which, considering our presence in several neighboring countries and our knowledge of the local competitive landscape and macroeconomic conditions, could eventually be considered a target market for expansion as it formally became a regulated market as of January 1, 2025. Nevertheless, the Brazilian market is currently stabilizing and most of its players still operate without licenses and, therefore, without the stricter KYC requirements and the higher structural costs of licensed operators. As such, it cannot yet be considered a fully regulated market.

Continue to focus on efficiency and productivity across all businesses and geographies, leveraging on data analytics and technology to improve strategic decisions and marketing measures.

By leveraging the extensive data collected from our operations and employing a data-driven approach, we are able to not only identify opportunities that enhance our operational efficiency and productivity but also further develop our CRM and marketing operations. Additionally, we continuously improve our Casinos and Gaming Halls' performance and customer satisfaction through leading retail best practices.

- *Operational efficiency and productivity:* we are deeply committed to enhancing the efficiency and productivity of our operations across all countries and business segments. Over the years, this strategy has allowed us to progressively expand our profit margins. For instance, our EBITDA margin increased from 9% in 2005 to 32.5% in 2024 and 32.1% for the twelve months ended June 30, 2025. We have accomplished such increase in margins through the application of a series of specific productivity programs that include:
    - *zero-based budgeting:* a budgeting method in which all expenses must be justified and analyzed for each new period from the ground up. This contrasts with traditional budgeting, that considers previous costs, expenses and budgets in the build-up of new budgets. This strategy allows for an efficient cost allocation and management;
    - *processes improvements:* by embedding data-driven principles at the core of our operations, we can monitor our products' performance. For instance, we use an in-house heat-map analysis tool to analyze performance of machines based on locations to optimize their productivity and establish optimal routes inside the Casino and Gaming Halls. This allows us to focus on the best performing slot machines and dispose the underperforming machines by analyzing their performance data under the Slot Replacement program. This data-centric approach facilitates a deeper understanding of customer behavior and market trends, enabling us to anticipate changes more effectively and respond appropriately, thereby driving sustained business growth and customer satisfaction; and

- *sharing of best practices:* the best practices of each of our business units and countries are shared across all of our markets in order to improve productivity in the other business units and ensure the broad implementation of best practices across our operations. This includes our Academy program, entailing the hiring process and training of personnel, Responsible Gaming, ensuring compliance with all customer protective measures and Risk & Fraud Detection, in which we identify play sessions over the loss limit set up by Casinos and Gaming Halls and detect potential fraud or machines set-up errors.

- *CRM and marketing operations*: we will continue to develop and implement our proactive and customer-oriented marketing and sales approach in addition to our traditional product-oriented customer experience approach. Our approach is supported by in-house commercial IT tools and applications and includes targeted marketing (e.g., introductory and promotional bonuses to potential online customers) and network-oriented data collection to identify, attract and retain specific clients and client profiles. For instance, inside our Casinos and Gaming Halls, we focus on customer value identification and management, regularly reviewing the gaming offering and layout and using a pricing strategy based on customer demand. We also employ CRM customer segmentation and technology to achieve our targets such as visits, frequency and value, and use opted-in customer loyalty and retention programs that enable us to send targeted advertising and marketing to improve customer visits and customer contribution. Our CRM strategy is aimed at attracting and retaining a large, resilient and loyal customer base.

Continue the deployment of our omnichannel and online strategy across our geographies as an important source of growth.

We deploy an omnichannel strategy that involves offering gaming and sports betting products across our physical PoS and online platform. By providing an integrated solution, customers can seamlessly engage with our platform through multiple channels. Our technological capabilities and data-driven approach enables us to develop deep customer insights and create tailored offerings. Leveraging our large retail network and sophisticated CRM tools, we can effectively cross-sell customers between channels, leading to improved customer engagement, retention, LTV (LifeTime Value, which estimates how much revenue a customer represents for a business over the life of that relationship), ARPU and brand loyalty, as well as optimized CAC. Furthermore, operating across multiple channels and having a diverse product offering supports the resilience of our business.

In recent years, we have successfully deployed our omnichannel strategy in Spain, which we intend to replicate in Latin America. By cross selling our products through both retail and online channels, we have observed a significant increase in online revenues and enhanced ARPU for omnichannel customers in Spain, underscoring its effectiveness. By replicating this strategy in Latin America, we aim to capitalize on these benefits, expanding our market reach and reinforcing our competitive edge. In Spain, this strategy has also allowed us to build an extensive retail footprint with high brand visibility in high traffic locations, becoming a strong and recognized brand in the country. This demonstrates that the omnichannel strategy is not only an effective financial strategy but also an effective marketing and investment strategy. Considering this, our objective is to build on our leading position in Latin America with this strategy, capitalizing on our established land-based footprint and the strong reputation of the Sportium brand, similar to Spain.

Key initiatives for implementing this strategy in Latin America—underpinned by our best practices developed in Spain—include:

- developing a large network of physical PoS to enhance brand awareness and drive customer growth, while minimizing marketing spend;

- introducing effective loyalty programs that are tailored to individuals' preferences and incentivize customers to use both channels (e.g., cash back for online / retail), leading to enhanced engagement, retention and ARPU;

- leveraging our in-depth knowledge of each market that we operate in to create differentiated products that satisfy the preferences of local customers;

- facilitating the transfer of customer funds from offline to online (and vice versa), such as the prizes pursuant to winner physical betting slips which allow customers to deposit or withdraw funds from their online betting accounts easily and instantly, creating a seamless omnichannel experience that supports increased activity;

- deploying a single-brand strategy led by Sportium, our internationally renowned sports betting brand, while utilizing acquired local brands that have strong brand recognition in their respective markets (for instance, Apuesta Total in Peru); and

- consistently evaluating the performance of individual PoS and closing underperforming locations to optimize profitability.

Recent examples of this strategy include setting up betting corners in Casinos in Colombia and working to establish an online presence in Puerto Rico, where our application to operate in the online business is under review by the regulator.

Make selective accretive acquisitions with rigor and focus.

Given the highly fragmented nature of the gaming industry in most of our markets, we are actively pursuing opportunities for consolidation.

We are a leading gaming company in Spain, Panama, Colombia, Costa Rica and the Dominican Republic, and a key player in Italy, Morocco and certain other Latin American countries, with an exceptional track-record of M&A transactions and a broad presence in different geographies and market segments. From January 1, 2015 to June 30, 2025, we have executed and successfully integrated over 135 majority interest transactions, including 34 transactions in our Casinos Business Unit, resulting in the acquisition of 148 Casinos since 2015, having demonstrated a strong cash-on-cash return. In addition, we actively engage with local players, possess a deep know-how of the markets where we operate, have good relations with governmental bodies and have strong resources relative to other competitors. Additionally, being a leading player in our markets, we have the necessary scale to achieve economies of scale from our acquisitions and effectively achieve synergies. We believe that these factors make us the consolidator of choice in our markets and we are capable of successfully integrating our competitors.

Our M&A playbook is focused on both our existing markets, where we can leverage our operating experience (ranging from nine to 47 years of experience in these markets), and on opportunistic acquisitions in new geographies, maintaining both our price discipline and our strict "only regulated markets" policy when evaluating potential targets. In addition to price discipline, we add our rigorous due diligence methodology, combining internal knowledge and experienced advisors. By executing a well-defined synergies plan for our acquisitions, we have developed a strong track-record of achieving synergies and intend to continue this approach in future acquisitions. This plan entails implementing our best practice initiatives and enhance product offerings, as well as implementing cost optimization initiatives such as the periodical replacement of slot machines with best performing models and the timely removal of underperforming slots. Our strategy is based on our capacity to achieve economies of scale through the implementation of these best practice initiatives and our leading technological capabilities. Additionally, this strategy is supported by an experienced team fully dedicated to inorganic growth initiatives, who conduct regular follow ups on synergies until 24 months after the closing of the relevant transaction.

We have established a robust M&A framework, underpinned by an active pipeline, including a healthy number of targets in the various stages of maturity. Given our full M&A funnel, we prioritize the deals which have a better return for the Group, generating a steady stream of value-added opportunities. In each case, we adhere to our rigorous acquisition criteria, which has resulted in an average of 6.4x EV/EBITDA multiple pre-synergies (7.7x for online acquisitions) and 4.6x EV/EBITDA multiple post-synergies (5.5x for online acquisitions). From January 1, 2015 to June 30, 2025, we have executed and successfully integrated over 135 majority interest transactions which have resulted in an increase of 40% in the EBITDA of the acquired companies from January 1, 2015 to June 30, 2025. This increase is calculated by taking into account the EBITDA for the twelve months ended June 30, 2025 of each of the companies acquired before June 30, 2025, including the relevant synergies captured from such acquisitions, divided by the reported EBITDA of such acquired companies for the financial year prior to the acquisition by Cirsa, demonstrating our strong track-record in achieving synergies.

We intend to continue our successful and accretive M&A strategy, propelled by our strong M&A funnel in which we generally have more than 100 potential targets identified, both within our existing markets as well as in new markets. Of these identified targets, we typically have approximately 30 opportunities under preliminary contacts, a handful of opportunities under advanced discussions and four opportunities close to completion. We mainly focus on our existing markets namely the Latin American markets for our Casinos and Online Gaming & Betting Business Units and Spain for our slots business, however we continuously monitor potential opportunities

in adjacent markets and would consider potential transactions should such opportunities meet our financial and strategic objectives and criteria.

Our M&A strategy complements our geographic and omnichannel strategies as we look for targets that allow us to increase cross-selling opportunities between land-based and online gaming, improve our technology and product offering and expand in the adjacent markets that we consider attractive and aligned with our strategy.

Recent Developments

Cirsa IPO

On July 9, 2025, the Company successfully completed its initial public offering (the "*Cirsa IPO*") and its ordinary shares were admitted to trading on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges. The net proceeds from the Cirsa IPO were used by the Company (i) to redeem in full the Issuer's €285.0 million outstanding aggregate principal amount of 2028 Floating Rate Notes, together with payment of approximately €4.0 million in accrued and unpaid interest thereon, (ii) to repay certain borrowings made on or around June 20, 2025 under the Revolving Credit Facility in an amount of €60.0 million in order to pay a portion of the deferred consideration for the acquisition of Apuesta Total and (iii) for general corporate purposes. See "*Capitalization*." As a result of the Cirsa IPO, as of the date of this Offering Memorandum, 18.0% of the ordinary shares of the Company are publicly held on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges. See "*Shareholders*" and "*Summary— Summary Corporate and Financing Structure*."

Operations and Activities

Our Business Units

We have five Business Units: Casinos, Slots Spain, Slots Italy, Online Gaming & Betting and Structure. We believe that the Structure Business Unit includes items that are not material to our key metrics and therefore, we do not describe or discuss in detail the results of this Business Unit in this Offering Memorandum.

Casinos Business Unit

The following table sets forth the number of Casinos (with and without gaming tables), Gaming Halls, slot machines and tables operated by our Casinos Business Unit as of December 31, 2022, 2023 and 2024 and June 30, 2025. As of the date of this Offering Memorandum, we do not operate and do not plan to operate Casinos in Italy where our activities are focused on our Slots Italy Business Unit, except for 12 fully-owned Gaming Halls.

Casinos[1] Operations by Country	**As of December 31,**									**As of June 30,**		
	2022			**2023**			**2024**			**2025**		
	Casinos	**Slots**	**Tables**	**Casinos**	**Slots**	**Tables**	**Casinos**	**Slots**	**Tables**	**Casinos**	**Slots**	**Tables**
Spain[2]	263[3]	6,909	41	266[3]	7,214	52	268	7,499	49	273	7,685	49
Panama	32	8,005	14	34	8,028	11	36	8,129	19	36	7,930	20
Mexico	28	7,164	136	28	7,244	147	30	7,435	162	30	7,348	158
Colombia	71	7,193	246	70	7,280	252	78	7,724	255	78	7,709	255
Peru	20	2,963	35	19	2,828	41	19	2,648	40	19	2,597	36
Costa Rica	7	836	17	7	843	19	7	844	20	7	824	20
Dominican Republic	6	797	74	6	876	73	6	903	63	6	883	63
Morocco	3	404	49	3	427	53	3	417	46	3	417	47
Total	**430**	**34,271**	**612**	**433**	**34,740**	**648**	**447**	**35,599**	**654**	**452**	**35,393**	**648**

(1) Number of Casinos and Gaming Halls for each country, as applicable. For additional information on the split between Casinos and Gaming Halls, see "*—Casino Operations by Country*."

(2) Includes four Casinos and 259 Gaming Halls as of December 31, 2022, four Casinos and 262 Gaming Halls as of December 31, 2023, four Casinos and 264 Gaming Halls as of December 31, 2024 and four Casinos and 269 Gaming Halls as of June 30, 2025.

(3) Includes both Casinos and Gaming Halls.

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 and Gaming Halls, including providing a full entertainment offering, increasing productivity with ticket-in/ticket-out (which means that the slot machine prints a barcoded ticket through which customers can cash-out their money (irrespective of the amount) at specific machines in the Casinos and Gaming Halls rather than dispensing coins) and player tracking systems and expanding and refurbishing existing Casinos and Gaming Halls in key markets. We have also designed various marketing campaigns, consisting of poker tournaments we organize yearly (for example, Winner Poker Series in Colombia, or the Sixers Poker Series in Spain), which are intended to target the poker market and help us increase traffic in our Casinos and Gaming Halls, attract international players and create cross-selling opportunities with our online players. 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 slot machines, which have proven to be popular in that market.

Casino Operations by Country

We classify our operations by country into two categories:

- Casinos, which we define as physical gaming outlets operated under a casino license, providing an entertainment offering which can include slot machines, gaming tables (such as roulette, poker, blackjack and others), sports betting, food & beverage and shows. The specific offering of each casino varies on a case-by-case basis. In particular, certain casinos may include gaming tables while other casinos only include slot machines; and

- Gaming Halls, which we define as physical gaming outlets also commercially known as "electronic casinos," including what the relevant Spanish legislation refers to as *salones de juego* and bingos, with a narrower product offering compared to Casinos, including mostly slot machines, electronic roulettes, sports betting and, in certain instances, bingo games.

The following table sets forth the number of Casinos (with and without gaming tables) and Gaming Halls we operate in each country as of June 30, 2025.

	As of June 30, 2025		
Country	**Casinos with tables**	**Casinos without tables**	**Gaming Halls**
Spain	4	0	269
Colombia	28	50	0
Panama	2	34[(1)]	0
Dominican Republic	5	1	0
Peru	3	16	0
Costa Rica	4	3	0
Mexico	13	17	0
Morocco	3	0	0
Total	**62**	**121**	**269**

(1) Type A Casinos.

Spanish Casino Operations

We are the leading Casino and Gaming Halls operator in Spain, with 13% gross gaming revenue ("*GGR*" – defined as wagers net of payout) market share as of December 31, 2023 (*source: Company Industry Sources*). The following list sets forth our Casinos in Spain as of June 30, 2025.

- *Casino Nueva Andalucía* in which we hold a 100% interest, is located in one of the prime tourist locations of Spain, Marbella. This Casino hosted 23 gaming tables and 90 slot machines as of June 30, 2025. We believe this Casino is the fourth largest of a total of 46 Casinos in Spain, based on total revenues as of December 31, 2024.

- *Casino de Valencia* in which we hold a 100% interest, is located in the city center of Valencia. We believe this Casino is the fifth largest of a total of 46 Casinos in Spain, based on total revenues as of December 31, 2024. The Casino hosted 12 gaming tables and 171 slot machines as of June 30, 2025.

- *Casino Las Palmas* in which we hold a 51% interest, is located in the Canary Islands. This Casino hosted four gaming tables and 99 slot machines as of June 30, 2025.

- *Casino Costa Brava* in which we hold a 90% interest, is located in Lloret de Mar. This Casino hosted 10 gaming tables and 115 slot machines as of June 30, 2025.

In addition to the four Casinos above, we also operated 269 Gaming Halls in Spain, with an aggregate of 7,210 slot machines as of June 30, 2025 (which, in addition to the 475 slot machines included in our Casinos as described above, adds up to a total of 7,685 slot machines in Spain as a whole). These Gaming Halls are located in prime locations in 16 of the 17 autonomous regions of Spain. Our Spanish Casino operations are not dependent on international tourism and rely on both local and international customers.

Colombian Casino Operations

We are the leading Casino operator in Colombia, with 26% GGR market share as of December 31, 2023 (*source: Company Industry Sources*). The following list sets forth certain of our largest Casinos in Colombia as of June 30, 2025.

- *Casino Rio, Casino Hollywood, Casino Caribe Centro* and *Casino Rock 'N Jazz* are our four largest Casinos in Bogotá and operated 24, 18, 14 and 20 gaming tables and 140, 210, 182 and 93 slot machines, respectively, as of June 30, 2025.

- *Casino Rio (Medellin)* and *Casino Caribe La Playa* are our two largest Casinos in Medellin and operated 24 and four gaming tables and 211 and 320 slot machines, respectively, as of June 30, 2025.

As of the same date, we also operated an additional 22 Casinos (with tables) (one of which was acquired in 2024) and 50 Casinos (without tables) in this country, with an aggregate of 151 gaming tables and 6,553 slot machines. These additional Casinos are located in Bogotá, Medellin, Cali, Barranquilla, Eje Cafetero and Cartagena, among others. Our Casino operations in Colombia are conducted through our 50.0001% interest in Winner Group, S.A.

Panamanian Casino Operations

We are the leading Casino operator in Panama, with 58% GGR market share as of December 31, 2023 (*source: Company Industry Sources*). The following list sets forth our Casinos in Panama as of June 30, 2025.

- *Majestic Casino*, in which we hold a 50% interest, is located in a prime section of Panama City and operated 13 gaming tables and 274 slot machines as of June 30, 2025.

- *Fantastic Chorrera 2 (Big Win)*, in which we hold a 50.01% interest, is located in the city of La Chorrera and operated seven gaming tables and 173 slot machines as of June 30, 2025.

As of the same date, we operated 34 Type A Casinos in Panama (in which only slot machines can be installed), with 7,483 slot machines both directly and through various joint ventures (e.g., Paso Canoas, Inversiones Pañanitas, Inversiones Pacanoas and Inversiones Interactivas in which we hold a 70% interest as well as Ancon, in which we hold a 50.01% interest). These Type A Casinos are located in Panama City, David, Penonome, Santiago, Colón, Arraiján (Vista Alegre), Aguadulce, Chitré and Paso Canoas.

Dominican Republic Casino Operations

We are the leading Casino operator in the Dominican Republic, with 28% GGR market share as of December 31, 2023 (*source: Company Industry Sources*). The following list sets forth two of our main Casinos in the Dominican Republic as of June 30, 2025.

- *Casino Jaragua* is located in the Marriot Hotel in Santo Domingo, the capital of the Dominican Republic. The Marriot Hotel owns the premises and holds the Casino operating license. Under our operating agreement with the hotel, we retain all revenues from the Casino operations and pay the hotel monthly rent and payments for administrative services. Casino Jaragua operated 15 gaming tables and 182 slot machines, as well a show area including its famous Merengue Bar, as of June 30, 2025.

- *Casino Gran Almirante* is located in Santiago de los Caballeros, the second largest city in Dominican Republic. It is located on the premises of the Hodelpa Gran Almirante. The Casino operated 14 gaming tables and 210 slot machines as of June 30, 2025, and we believe it to be the #1 Casino in the city by size.

As of the same date, we also operated an additional four Casinos (three of which are Casinos with tables and one is a Casino without tables), three in Santo Domingo and one in Santiago de los Caballeros, with an aggregate of 34 gaming tables and 491 slot machines.

Peruvian Casino Operations

We are the #2 Casino operator in Peru, with 9% GGR market share as of December 31, 2023 (*source: Company Industry Sources*). The following list sets forth our Casinos in Peru as of June 30, 2025.

- *Fantastic Lima* is located at the JW Marriot Hotel in Lima, the capital of Peru. The Casino had 18 gaming tables and 157 slot machines as of June 30, 2025.

- *Casino Miami* is located in Lima and operated 11 gaming tables and 154 slot machines as of June 30, 2025.

- *Casino Crazy* is located in the Chorrillos district in Lima. The Casino hosted seven gaming tables and 178 slot machines distributed on two floors as of June 30, 2025.

As of the same date, we also operated 16 additional Casinos without tables in Peru, with an aggregate of 2,108 slot machines.

Costa Rican Casino Operations

We are the leading Casino operator in Costa Rica, with 33% GGR market share as of December 31, 2023 (*source: Company Industry Sources*). The following list sets forth our Casinos (with and without gaming tables) in Costa Rica as of June 30, 2025.

- *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 10 gaming tables and 171 slot machines as of June 30, 2025.

- *Fiesta Casino Heredia* is located at the America hotel in the metropolitan area of San Jose. The Casino had five gaming tables and 172 slot machines as of June 30, 2025.

- *Fiesta Casino Herradura* is located at the Wyndham hotel in the metropolitan area of San Jose. The Casino had one gaming table and 78 slot machines as of June 30, 2025.

- *Fiesta Casino Aurola* is located at the Holiday Inn hotel in downtown San Jose. The Casino had four gaming tables and 91 slot machines as of June 30, 2025.

- *Casino Fiesta Presidente* is located at Hotel Presidente y Casino in downtown San José. The Casino had 214 slot machines as of June 30, 2025.

As of the same date, we also operated two additional Casinos without gaming tables in San Carlos and Pérez Zeledón, with an aggregate of 98 slot machines.

Mexican Casino Operations

We are in the top #4 among the Casino operators in Mexico, with 9% GGR market share as of December 31, 2023 (*source: Company Industry Sources*). The following list sets forth our main Casinos in Mexico as of June 30, 2025.

- *Casino Life Del Valle* is located in Mexico City, the capital of Mexico. The Casino operated 38 gaming tables and 480 slot machines as of June 30, 2025.

- *Casino Life Vallarta Galerías* is situated in the Galerías Vallarta shopping mall in Puerto Vallarta, Jalisco. The Casino operated 11 gaming tables and 322 slot machines as of June 30, 2025.

- *Casino Life Hermosillo* is located in the state of Sonora, Mexico, and has a capacity of up to 900 people. The Casino operated five gaming tables and 178 slot machines as of June 30, 2025.

As of the same date, we also operated 27 additional Casinos (out of which 10 are Casinos with tables and 17 are Casinos without tables) with an aggregate of 104 gaming tables and 6,368 slot machines in various locations, including Mexico City, Guerrero, Jalisco, Morelos, Hidalgo, Yucatán, San Luis Potosí, Guanajuato, Sonora, Colima, Baja California Sur, and Chiapas.

Moroccan Casino Operations

We are the #2 Casino operator in Morocco, with 29% GGR market share as of December 31, 2023 (*source: Company Industry Sources*) as we operate three out of the seven Casinos in Morocco. The following list sets forth our Casinos in Morocco as of June 30, 2025.

- *Casino Atlantic*, in which we hold an 82% interest, is located in Agadir, Morocco, a resort town on Morocco's South Atlantic coast. The Casino operated 190 slot machines and 19 gaming tables as of June 30, 2025.

- *Casino Le Mirage*, in which we hold a 51% interest, is located in Agadir, Morocco. The Casino operated 96 slot machines and six gaming tables as of June 30, 2025.

- *Casino Tanger*, in which we hold a 76% interest, is located in Tanger, Morocco. The Casino operated 131 slot machines and 22 gaming tables as of June 30, 2025.

Slots Spain Business Unit

Our Slots Spain Business Unit includes (i) the operation of AWP (or Type B) slot machines in bars, cafes, and restaurants and (ii) our B2B operations designing, manufacturing, and marketing slot machines for the Spanish market as well as developing and marketing software to manage Casinos and Gaming Halls.

The following table presents the number of slot machines that we operated in our Slots Spain Business Unit, as of December 31, 2022, 2023 and 2024 and June 30, 2025. Slot machines operated in other Business Units are not presented in the following table.

	As of December 31,			As of June 30,
Slot Machines, Spain	**2022**	**2023**	**2024**	**2025**
Total.....	25,700	25,250	25,083	25,428

As of June 30, 2025, we directly, or indirectly through slot machine sub operators, controlled, in our Slots Spain Business Unit, 25,428 slot machines located in 16,721 sites, primarily in bars. We plan to continue to optimize our slot machine portfolio in Spain, including through the development of exclusive in-house tools such as 'Smart Slot,' which allows for real-time monitoring of slot machine activity in every bar and helps predict customer behavior.

Our B2B operations can be classified into "Manufacturing" and "Systems." Our Manufacturing segment designs, manufactures and distributes slot machines and gaming kits for our Group and third parties exclusively for the Spanish market. We also manage the certification and homologation process for the same machines. Other activities include design and manufacturing of cabinets for sports betting terminals and multi-game cabinets and content (i.e., Link Mix).

The B2B "Systems" segment is engaged in developing systems for managing gaming facilities and interconnection systems for slot machines (but does not include selling slot machines and gaming kits to third parties, which is included under the B2B "Manufacturing" segment). Under this segment, we design and commercialize management systems for Casinos and Gaming Halls and the interconnection systems. We also design the systems connected to the administration for tax and control purposes and manage certifications and homologations according to the specific laws and regulations of the countries where we operate.

Relationship with Site Owners

We enter into contracts with site owners (typically, bar owners) under which a site owner typically gives us the right to place one or more of our slot machines at the owner's establishment for a period of up to five years. We understand that slot machines are generally one of the most significant profit centers of a site owner's business.

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 the relevant amounts 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.

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. As of June 30, 2025, these loans and other incentives (such as contributions to bar decorations and equipment) amounted to €20.6 million.

Sub Operator Agreements with Former Slot Machine Operators

Our preferred method of expansion has been by acquiring existing slot machine operators. However, when there is a strong relationship between such slot machine operators and site owners, it is often preferable or necessary for us to acquire the slot machine operators and simultaneously enter into a sub operator agreement with them under which such slot machine operators continue to maintain a commercial relationship with site owners in exchange for a percentage of revenues. As of June 30, 2025, we had sub operator agreements covering 19% of the slot machines we operated in Spain. The revenues we shared with (i.e., paid to) sub operators under these agreements totaled €19.2 million for the twelve months ended June 30, 2025.

Coin Collection and Information Systems

The slot machines we operate through our Slots Spain Business Unit can only be played with coins. Accordingly, we carry out coin collection, which is a labor- and cost-intensive process, through Company-employed collectors who utilize our fleet of vehicles. Our cash collectors each follow pre-arranged routes on their daily collection runs, transporting the amounts collected from the slot machines to the company vault.

We have 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 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 Business Unit purchases slot machines from our B2B operations 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 operations. In the twelve months ended June 30, 2025, approximately 79% of our new slot machines and kits for our Slots Spain Business Unit were purchased from our B2B operations. In contrast, our Slots Italy Business Unit purchases slot machines from third-party manufacturers.

Our B2B operations designs, manufactures and distributes slot machines and gaming kits for the Spanish market, 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 Business Units, principally the Slots Spain one.

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 commercial life of slot machines depends on the demand by customers for new games. Typically, most operators of AWP (or Type B) slot machines in Spain replace their slots due to commercial obsolescence every two to four years depending on customers' preference.

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. For the twelve months ended June 30, 2025, the average selling price of one of our slot machines is approximately €4,861. 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, which may prolong the purchase of a new slot machine but extends the commercial life of such machines. The cost of a kit is lower than the cost of a new slot machine, therefore, purchasing gaming kits allows our B2B 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 and gaming kits (which correspond to the revenues from the B2B "Manufacturing" segment) for the periods indicated.

	Year ended December 31,			Twelve months ended June 30,
	2022	**2023**	**2024**	**2025**
Slot machines and gaming kits sold to third parties	7,268	8,425	11,411	11,739
Total number of slot machines and gaming kits sold	17,676	17,596	22,167	22,265
Revenues from slot machines and gaming kits sold to third parties	€21.9 million	€27.5 million	€41.2 million	€50.2 million
Total revenues from slot machines sold (excluding intercompany margin)	€45.0 million	€50.4 million	€69.4 million	€69.4 million

Production

We assemble all our slot machines in Spain.

We design most of our core components and outsource their manufacturing to third-party suppliers in Spain and certain countries in Asia (such as China, South Korea and Japan). 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 Business Unit, (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.

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 June 30, 2025, we had a team of 110 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.

Online Gaming & Betting Business Unit

Our Online Gaming & Betting Business Unit offers online gaming operations and sports betting products through our website, mobile applications, and retail outlets. Our retail business operations are conducted in Spain, Mexico, the Dominican Republic, Colombia, Panama, Puerto Rico (through *Sportium*), Italy (through *Sportium* and other local brands such as E-Play24), Peru (through the recently acquired Apuesta Total) and Portugal (through the recently acquired CasinoPortugal). Our online gaming operations are conducted in the same countries except for the Dominican Republic and Puerto Rico. In Puerto Rico our online gaming license is currently pending approval.

Specific offerings include online and retail betting for traditional sports (such as soccer, basketball, tennis, greyhound racing and horse racing) and e-sports (i.e., organized, multiplayer video game competitions), online casino games, slots, poker, blackjack, and social games (i.e., games without monetary prizes).

In *Sportium*, E-Play24 and Apuesta Total, our odds as bookmaker are set with the aim of providing an average return to us over a large number of events and therefore, over the long term, to maintain payout percentage fairly constant (thus, eliminating the adverse incidence of losses on single sport events and keeping our results stable each quarter). We also have systems and controls in place that seek to reduce the risk of daily losses occurring due to high payout.

In Spain, *Sportium* operates a wide multichannel infrastructure combing a website and related mobile application with an extensive network of PoS in physical prime locations, such as Casinos, creating an omnichannel model, which enables unique cross-selling opportunities between the online and retail channels. See "*Regulation—Spain—Online Gaming*."

In Italy, E-Play24 fully operates through the online channel, together with *Sportium* and other local brands such as Sport Italia Bet, and Poker Plex24. In addition, we also have agreements with certain bars, restaurants and tobacconists where we have installed PVRs (*PuntoVendita Ricarica*). Furthermore, we have

established a "skin model" which consists of agreements with third parties (media groups or personalities from the sports industry) collaborating to create different betting websites under different brands, all under the same license belonging to E-Play24. These betting websites allow us to widen our product offering, while using the same license, and strengthen our brands through the association with these famous personalities and media groups.

Finally, we are developing our online business in Latin America following the same successful omnichannel strategy which we have implemented in Spain. This strategy blends multiple channels of our customers' engagement (such as online gaming with land-based betting corners) to improve their experience and increase retention, brand loyalty, penetration as well as average revenue per user. In Latin America, we operate under the *Sportium* brand and through local partnerships. Through *Sportium*, we have expanded our land-based betting operations by installing terminals in Casinos (from which we derive the bulk of our land-based volumes), or setting up betting corners (i.e., PoS located in bars, restaurants and tobacconists). We have also recently expanded our online gaming business by acquiring a 70% stake in Apuesta Total, which is the #1 online operator in Peru with over €100 million GGR in 2023 (*source: Company Industry Sources*). By entering a market that is expected to grow at a CAGR of 12.5% from 2024 to 2028, we believe that this acquisition will support our overall expansion strategy in the Latin American region. Finally, in Mexico, we do not have physical points of sale.

Slots Italy Business Unit

The Slots Italy Business Unit operates an attractive franchise and profit-share model, composed by a network system for AWP (or Type B) slot machines, which can be located in third-party bars, cafes, restaurants, Gaming Halls and traditional bingos, and VLT (or Type C) slot machines, which can be located in Gaming Halls, and traditional bingos only. We also operate 12 fully owned Gaming Halls (which are reported under our Slots Italy Business Unit) only containing VLT slot machines as of June 30, 2025.

The following table sets forth the number of AWP and VLT slot machines that we operate in this Business Unit, as of December 31, 2022, 2023 and 2024 and June 30, 2025. AWP and VLT slot machines operated in other Business Units are not presented in the following table.

	As of December 31,			As of June 30,
Slot Machines, Italy	**2022**	**2023**	**2024**	**2025**
AWPs	7,269	10,986	11,015	12,546
VLTs	2,372	2,477	2,571	2,603
Total	**9,641**	**13,463**	**13,586**	**15,149**

As of June 30, 2025, we operated 12,546 AWP slot machines in approximately 2,739 locations across central and northern Italy. We have revenue sharing agreements in place with the owners or operators of third-party locations, which generally last for an initial term of up to five years and are renewable annually thereafter. Pursuant to these agreements, we generally split revenues (net of prize payouts and taxes due to the ADM) on a 50:50 basis with the owners or operators of the locations.

As of June 30, 2025, we operated 2,603 VLT slot machines in approximately 177 locations and Gaming Halls mainly in central and northern Italy. We operate approximately 25% of the VLT slot machines directly through Cirsa Italia S.p.A. ("*Cirsa Italia*") and 75% through Orlando Italia S.R.I ("*Orlando Italia*"), a subsidiary of our 50:50 joint venture with Grupo Berruezo, Orlando Play S.A. By virtue of the agreement entered into with Orlando Play S.A., there are certain matters that require the approval of Orlando Play S.A. Cirsa Italia owns the legal concession, to operate 2,583 VLT slot machines (of which 2,451 were in operation as of June 30, 2025) and enters into agreements with site owners for the operation of such VLTs on their premises. Cirsa Italia makes payments to Orlando Italia in exchange for certain services (such as, among other things, the search for installation sites or commercial work with installation sites) which in turn pays dividends under a profit-sharing arrangement which will expire upon the expiration of the current extension of the relevant gaming concession on December 31, 2026. After that, the continuity of the profit-sharing arrangement will depend on the economic terms of the new tender offer. If in 2027 Orlando Italia decides not to apply in a new tender offer, Cirsa Italia could apply by itself if it chooses. As of the date of this Offering Memorandum, we do not plan to increase our stake in Orlando Italia.

Our AWP and VLT slot machine operations in Italy are subject to occasional regulatory interventions which impact our results of operations. For further details, see "*Risk Factors—Legal and Regulatory Risks—The gaming industry is subject to extensive regulation and licensing requirements and our business may be adversely*

affected by our inability to comply with these requirements, regulatory changes and increases in the taxation of gaming, which could result in litigation."

Further, our B2B operations support the Slots Italy Business Unit 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.

Competition

Casinos Business Unit

In both Spain and Latin America, our competitors in our Casino and Gaming Halls operations, as applicable, include, among others, Orenes, Codere, Grupo SAM, Novomatic, and BBT Corporation.

With respect to our Gaming Halls operations, the Spanish market is characterized by a few major players, and numerous regional Gaming Halls operators. Our primary competitors include multinational groups, such as Orenes, Novomatic, and Luckia, as well as national groups, such as Emotiva and Veramatic. Additionally, we estimate that independent owners operate several hundred Gaming Halls across the country. In Mexico, we compete with licensed Casino operators and counterparts which are unlicensed and operate illegally. Operators of Casinos and Gaming Halls also compete with other gaming formats. Our active and analytical client management plays a crucial role in differentiating us from our competitors.

Slots Spain Business Unit

The Spanish slot machine market has a diverse competitive landscape. Our competitors include national operators, such as Codere, Luckia, and Orenes, as well as large regional players like Acrismatic, Carbajosa, and Comar. Additionally, there are numerous small regional and local operators.

The Spanish B2B market, also faces intense competition among a select group of players. Notably, the Spanish slot machine market differs from the international market due to distinct consumer preferences and regulatory requirements. These regulations impose specific design criteria on slot machines not placed within Casinos and Gaming Halls. In this manufacturing domain, our primary competitors are Recreativos Franco and Novomatic. The success of our B2B operations hinges on the quality, appeal, and originality of our games.

We are strategically positioned to maintain our leadership in this mature market and capitalize on opportunities. Our robust financial capability enables us not only to invest in cutting-edge slot machines, gaining advantages on our competitors, but also to evaluate targeted mergers and acquisitions. This approach aligns with the ongoing industry consolidation trend, allowing us to expand our market share.

Online Gaming & Betting Business Unit

In this Business Unit, we are an omnichannel player, benefiting from online- and land-based channels, which differentiates us from the majority of our global competitors which have an online presence only.

The omnichannel approach allows us to drive synergies with our customers, with increased frequency of playing and increased average revenue per user as compared to pure online or land-based players.

In Spain, we are a leading player in both the online and the land-based sports betting markets, generating a strong brand awareness, which is relevant due to current advertising restrictions on gaming activities. Other main players in this market are pure online operators, such as Bet365, Flutter (PokerStars or Betfair) or Bwin (Entain). Other omnichannel players, instead, have a smaller footprint, such as Codere, or are more regionally focused, such as Orenes, Luckia, Reta and Kirol (the latter two combining B2C and B2B operations).

In Italy, the market comprises pure online international operators, such as Bet365, PokerStars (Flutter) and 888 sport (evoke), and local omnichannel operators, such as Lottomatica. We operate through E-Play24 benefiting from its omnichannel presence.

In Latin America, we are working to replicate our omnichannel strategy, which has been successful in Spain and Italy. Latin American markets are led mostly by a small number of players, such as Colombia (with two main players) and Mexico (with one main player). We have recently expanded our presence in Peru by acquiring a majority stake in Apuesta Total, which is the #1 player in the online gaming and betting business (*source: Company Industry Sources*). In these countries, our strategy entails leveraging our Casinos and Gaming

Halls presence to offer cross-selling capabilities and establishing partnerships with local competitors in order to gain customer base. The main players in Latin America are pure online players, such as BetPlay, Wplay and Grupo Caliente in Mexico.

Slots Italy Business Unit

In the Italian market, we face competition from several authorized AWP and VLT slot machine operators, which can be categorized into three groups: diversified large competitors such as Lottomatica, Snaitech and Sisal, operators focused on slot machines such as Admiral, Codere, Net Win, NTS and Global Starnet and small business owners. Some of these competitors are significantly larger than us and have access to substantial financial resources.

Intellectual Property: 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.

All of our main brands (i.e., Cirsa and *Sportium*) are duly registered in the countries in which we make use of such brands as well as in some other countries of the European Union and Latin America. The *Sportium* brand could not be registered in Mexico as it has already been registered to a different company which operates gyms. We have an agreement with such company in order to be able to make use of the *Sportium* brand for our online gaming business.

The local brands are only registered in the countries where we operate (e.g., Ganabet in Mexico or Apuesta Total in Peru).

Information Technology

We are continuously investing in information technology solutions to enhance customer experience and value as well as improve cost management, revenues and margins. We have developed technological 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. Some of these technological advantages are predictive monitoring tools which provide us with real-time information of our slots, such as play intensity and occupancy rates. The data obtained from this system enables us to optimize our product allocation and replacement timing. Additionally, it enhances the profitability of our investment through bar segmentation and personalized offering, among other benefits. We use several cloud providers in order to mitigate the risk of cyberattacks, shutting downs and technology malfunctioning and an external cybersecurity provider to keep our systems protected.

Environment, Social and Corporate Governance ("*ESG*")

ESG is at the core of our business strategy and 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.

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*."

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. We also lease several premises where we operate our Casinos and Gaming Halls. For further details, see "*Risk Factors—Risks Relating to Our Business—The premises where we operate our Casinos and Gaming Halls may become unavailable due to relocations, closures or termination of our lease agreements, and we may be unable to extend or renew our operating licenses*."

Employees

We employed 15,803 employees as of June 30, 2025. 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 June 30, 2025:

Category of activity	Number
Casinos	11,332
Slots Spain	1,408
Slots Italy	485
Corporate	540
Online Gaming & Betting	2,038
Total	**15,803**

Geographic area	Number
Spain	4,686
Italy	649
Colombia	2,849
Panama	1,284
Dominican Republic	823
Mexico	2,257
Peru	2,293
Costa Rica	330
Morocco	609
Portugal	23
Puerto Rico	—
Total	**15,803**

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 Desarollos Electronicos, S.A., a slot machine manufacturing subsidiary, in relation to the 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 our employees and unions to be satisfactory.

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 such benefits being the total amounts received by the Company from Mutual Universal due to promotional activities. 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. On May 26, 2022, the Instruction Court ordered the referral of the proceedings to the Provincial Court of Barcelona for trial. The court has not yet established the date on which the trial hearing is to be held.

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 promotional activities included different kinds of services that Mutua Universal rendered to its clients (such as delivery of first aid kits, imparting of health education courses, or ensuring the presence of a doctor at the headquarters of such 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, the former owners of the Company have agreed to indemnify us under the share purchase agreement pursuant to which they sold their shares in the Company on April 27, 2018, up to an agreed cap, for all liabilities arising out of this matter, which we believe will substantially cover any liabilities that are finally determined. Accordingly, as of the date of this Offering Memorandum, no amount has been provisioned in relation to this litigation proceeding.

ADM determination

In 2015, the Italian gaming regulator, Agenzia delle Dogane e dei Monopoli (the "*ADM*") assessed additional fees of €19.8 million (which were to be collected by Cirsa Gaming and on behalf of Cirsa Gaming 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 and, as of the date of this Offering Memorandum, has not been provisioned. 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 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 TFEU 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. In November 2023 Cirsa Italia filed a response setting out the impact of the levy on its 2015 budget.

On April 18, 2025, the Consiglio di Stato Court issued its ruling dismissing the appeal filed by Cirsa Italia, and other concessionaires. The Consiglio di Stato Court stated that the obligation to pay the fee falls

exclusively on the concessionaire, which will subsequently have the right to recover the payment from the operators who have not yet paid their part to the concessionaire.

As of the date of this Offering Memorandum, the Company is evaluating alternatives to this ruling, such as filing an appeal in cassation. The ADM has not notified any concessionaire of any payment requests as of the date of this Offering Memorandum. Any material development regarding this litigation proceeding will be promptly published on our website.

Challenge over the number of Type A licenses we hold in Panama

Panamanian Law Decree No. 2 of 1998 limits the number of Type A Casino licenses that an entity may own and operate within a specific geographic area or "designated area" (as such term is defined in Panamanian Law Decree No. 2 of 1998). See "*Regulation.*" As of June 30, 2025, we held a total of 40 Type A licenses in Panama (although only 34 of these licenses are in operation), of which, 23 Type A Casino licenses are operated within the designated area. In April 2022, our operation of Type A Casino licenses in the designated area was challenged by a competitor, Hípica de Panamá, S.A., before the Supreme Court of Panama, alleging that we operate licenses exceeding the maximum number of licenses allowed within such designated area. In particular, the lawsuit challenges the Third Clause and numeral four of the Fourth Clause of the Supplementary Addendum N° 1 of November 12, 2009, of the Administration and Operation of the Slot Machine Rooms Type "A" Agreement N°143 of December 19, 1997, entered into between the Gaming Control Board of the Ministry of Economy and Finances and Gaming & Services de Panamá, S.A. (the "*Supplementary Addendum*"). The Panamanian Gaming Control Board opposed the challenge against the clauses of the agreement governing the relationship between the Panamanian state and Gaming & Services de Panamá, S.A.

By judgment dated August 16, 2023, the Third Chamber of the Supreme Court declared that the Third Clause and numeral four of the Fourth Clause of the Supplementary Addendum was not valid. Based on the resolution, Hípica de Panamá, S.A., maintains its allegations that we operate licenses that exceed the maximum number allowed within the designated area.

The Gaming Control Board, as the regulatory entity of the gaming industry in Panama, issued a resolution on November 23, 2023, which states that up to 23 Type A Casino licenses may operate in the designated area. Hípica de Panamá, S.A. filed a lawsuit against such resolution to declare it was null and void, alleging that the authority has disobeyed the judgement issued by the Supreme Court. This new lawsuit has been admitted for processing and has been brought to the attention of the Gaming Control Board, so that it may submit its defense regarding the legality of the resolution under attack. Regarding this lawsuit, Gaming & Services de Panamá, S.A., has not been formally summoned, however we are intervening making use of the right granted to us by Law 135 of 1943, to argue against the challenge filed by Hípica de Panamá, S.A., in order to cooperate with the defense of the Gaming Control Board.

Although it is not possible to accurately quantify a potential adverse result of the aforementioned litigation proceedings, in the event of an unfavorable court ruling, we would be required to close certain casinos operating under Type A Casino licenses within the designated area.

The Peruvian Acquisition

On March 21, 2024, Cirsa International Business Corporation, S.L.U., as purchaser, entered into a sale and purchase agreement with certain individuals, as sellers, for 70% of the share capital of Holding AT S.A.C. and KURAX S.A.C., holding companies of certain operating companies in Peru (the "**Peruvian Acquisition**"). The Peruvian Acquisition closed on July 10, 2024. The consideration to be paid under the agreement as initial purchase price, earn out and call/put option includes a variable component. Such component depends on the EBITDA which the Peruvian companies achieve at the end of the 2024 financial year (in the case of the initial purchase price), the 2025 financial year (in the case of the earn out) and the 2026 and 2027 financial years (in the case of the call/put option). Therefore, the amounts payable as the initial purchase price, the earn out and the call/put option, may change depending on the EBITDA which the Peruvian companies finally generate during 2025, 2026 and 2027, or potential changes, if any, to the Peruvian Online Gaming Tax (see "*Regulation—Peru*"), among other factors. Due to the potential different interpretation among us and the applicable sellers regarding the different components involved in calculating the 2024 EBITDA of the Peruvian companies (which also determines part of the initial purchase price of the shares), we have initiated an arbitration to clarify such calculation.

As of the date of this Offering Memorandum, there is no material development in such arbitration proceedings, but, after reviewing the sale and purchase agreement and obtaining opinions from two different legal counsels, Cirsa maintains the view that the amounts to be paid are not expected to deviate from the initial calculations recorded in the Interim Condensed Consolidated Financial Statements. For further information, see "*Risk Factors—Risks Relating to Our Business —We may not be able to manage growth in our business through investments and acquisitions due to unforeseen integration obstacles or costs*."

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

As of the date of this Offering Memorandum, there is no distinct legislation within the EU that specifically governs gaming activities. Instead, the general rules and principles outlined in the Treaty on the Functioning of the European Union are applicable to these activities.

The EU Court of Justice acknowledges that the legislation pertaining to games of chance is an area marked by significant moral, religious and cultural differences among EU Member States. Given the lack of harmonization within the EU on such matters, it is incumbent upon each EU Member State, in line with its specific value system, to determine the necessary measures to safeguard the relevant interests. EU Member States have the liberty to establish their policy objectives and impose restrictions on betting and gaming as they see fit. They can also detail, where necessary, the degree of protection. However, restrictive measures can be seen as limitations to the freedom to provide services within the EU's internal market. Therefore, these measures must meet the conditions stipulated in the case law of the EU Court of Justice concerning the proportionality in achieving the objectives of the respective EU Member State to the limitations imposed.

Gaming activities which involve wagering a stake with pecuniary value in games of chance (including lotteries), gaming in Casinos and Gaming Halls and betting transactions are excluded from the scope of EU Directive 2006/123/EC of the European Parliament and of the Council of the European Union of December 12, 2006 on services in the internal market. This Directive aims at removing barriers to the development of service activities between EU Member States in order to strengthen the integration of European countries and promote balanced and sustainable economic and social progress. The implementation of this Directive has required material amendments to the laws and regulations of several EU Member States.

On October 23, 2012, the European Commission sent the European Parliament, the Council of the European Union, the Economic and Social Committee and the Committee of the Regions, a communication regarding the establishment of a comprehensive European framework for online gaming and betting. However, instead of proposing legislation that would apply across the EU, the Commission suggested a comprehensive set of guiding principles. These principles focused on the protection of consumers, minors and vulnerable groups, responsible gaming advertising, prevention of fraud and money laundering and prevention of and response to betting-related match fixing (the act of deliberately manipulating aspects of a sports event to influence its outcome to fraudulently benefit those placing bets). On July 14, 2014, the European Commission adopted the Recommendation on the principles for the protection of consumers, players and minors (the "*Recommendation*"), which suggested the adoption of principles for online gaming and betting services and responsible commercial communications of those services. The aim was to safeguard health and minimize the potential economic harm that could result from compulsive or excessive gaming. In preparing this Recommendation, the European Commission drew from good practices already existing in the EU Member States. The EU Member States were invited to notify the Commission of any measures taken pursuant to this Recommendation by January 19, 2016. This would allow the European Commission to evaluate the implementation of this Recommendation. On November 27, 2015, the gaming regulatory authorities of the member states of the EEA signed a cooperation arrangement to enhance administrative cooperation with respect to certain challenges of online gaming and betting.

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 gaming sector against EU Member States. It acknowledged the public interest objectives being pursued by EU Member States when regulating gaming services, however, had decided that it was not a priority for the European Commission to use its infringement powers to promote an EU Single Market in the area of online gaming and betting services. However, the European Commission will continue to support EU Member States in their efforts to modernize their national online gaming and betting legal frameworks and to facilitate cooperation between national gaming regulators.

Spain

Traditional Gaming

In 1977, Spain legalized the traditional private gaming sector, which includes slot machines, Gaming Halls and Casinos and requires physical presence. Initially, the Spanish national government was the regulatory body for this sector, implementing national regulations that were applicable across the country. However, the Spanish Constitution provided for 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. Consequentially, in Spain, the regulation of traditional gaming is predominantly a regional responsibility. National legislation is applicable in instances where regional legislation does not exist, when it does not regulate a specific gaming activity or when the gaming activity extends beyond the boundaries of a single Region. At present, most 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. Furthermore, the Regions have the authority to regulate the public traditional gaming market (which includes lotteries) within their respective territories. Overall, the regulatory framework for the traditional private gaming market is relatively uniform across all Regions. However, national laws and regulations pertaining to traditional private gaming do exist and are enforced in certain Regions under specific circumstances. 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—Legal and Regulatory Risks—The gaming industry is subject to extensive regulation and licensing requirements and our business may be adversely affected by our inability to comply with these 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, 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 changes in regulation 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 being operated.

Beyond the scope of gaming and gaming tax laws, gaming operators and their activities are also governed by other legislation. These include, but are not limited to, regulations pertaining to environmental concerns, zoning restrictions, advertising practices and the safeguarding of minors. For example, due to zoning and environmental regulations, gaming operators are required to secure the necessary licenses from the local authorities of the cities in which the operations are being conducted. This is in addition to the gaming sector authorizations previously outlined. On anti-money laundering and terrorism prevention, in 2014, the Royal Decree 304/2014 of May 5, 2014, which adopted the Regulation for Law 10/2010, of April 28, 2010, on combatting anti-money laundering and the financing of terrorism, established specific measures related to the payment of prizes and due diligence client identity measures in gaming activities. This Regulation applies to both traditional and online gaming. On May 20, 2015, the European Parliament and the Council of the European Union adopted Directive (EU) 2015/849 of May 20, 2015 (modified by Directive (EU) 2018/843 of May 30, 2018), with EU Member States required to bring into force the laws, regulations and administrative provisions necessary to comply with this Directive by January 10, 2020. Among others, this Directive applies to providers of gaming services to mitigate the use of the gaming sector to launder the proceeds of criminal activity. It established obligations upon providers of gaming services posing higher risks to apply customer due diligence measures for single transactions amounting to €2,000 or more regarding standalone transactions made by the same person on a specific date. This obligation applies to Casinos (when customers attempt to exchange chips into cash) and online gaming, while for Gaming Halls, it only applies for the payment of prizes over €2,000. Therefore, these limitations do not apply in the HoReCa channel as these prizes do not exceed €500. EU 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 gaming chips, or both. In 2018, Spain transposed Directives (EU) 2015/849 and (EU) 2018/843 into national law and subsequently updated this framework through Law 11/2021 of July 9, 2021, and Royal Decree 609/2023 of July 11, 2023, setting forth the due diligence measures to be implemented by the providers of gaming 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 (i.e., even if each transaction does not individually exceed the limit of €2,000, such transactions are carried out successively, simultaneously or in a coordinated manner between the same customers or between several related customers, in order to circumvent the control or identification required for larger transactions). Regulatory amendments have mainly been 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 licenses and other authorizations, gaming activities and wages placed on slot machines as well as in Casinos and Gaming Halls) and the opening of gaming establishments are subject to gaming taxes. We hold licenses for each of our Casinos and Gaming Halls. Additionally, in each Region, we hold a license to operate slot machines and a license to commercialize them through our B2B operations. Furthermore, each gaming operator also requires a general license. 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.

All Regions in Spain have limitations on the number of Casinos which can be operated within its territory. For example, only three, four and three Casinos are allowed in the Basque Country, Catalonia (excluding the special regime in force in Port Aventura) and the Balearic Islands, respectively. In addition, certain Regions have imposed restrictions on the issuance of new permits for other kinds of gaming establishments, such as bingo halls. For instance, in Catalonia, only 75 bingo halls are allowed, in Basque Country, only 14 bingo halls are allowed and in the Balearic Islands, only four bingo halls are permitted. Other Regions which have not yet established a limited number of gaming establishments have been pursuing modifications of their regulations in order to stablish such restrictions. Some of those Regions, including Castilla-La Mancha, La Rioja and Valencia, have halted the issuance of new permits for gaming establishments while they analyze the possibility of setting a limit to the number of licenses for gaming establishments. There is a high likelihood that regional governments could extend the regulatory restrictions. These restrictions, which include limitations on the number of Casinos, Gaming Halls and slot machines, as well as the mandated distance between Casinos and Gaming Halls, were initially planned for enforcement in the upcoming years. In response to recent developments, the Ministry of Consumer Affairs of the Spanish national government has also expressed its commitment to reinstate laws designed to limit gaming advertisements.

Such new restrictions would only apply to new Gaming Halls and not existing ones.

Slot Machines

Entities involved in the slot machine industry, including manufacturers, distributors and operators, are required to adhere to the legal and regulatory framework that oversees all aspects of slot machine operations. This includes compliance with rules pertaining to the physical attributes of the slot machines, the amounts wagered, the statistics of prize payouts, the payout amounts, the gaming taxes and the permissible locations for each variety of slot machine. In specific Regions, any change in the ownership interest of slot machine manufacturers and distributors requires either prior approval from, or prior notification to, the respective regional authority.

Moreover, according to the regulatory framework, prizes that can be won from slot machines shall be visible and easily identifiable to customers from outside of the slot machine.

Regulations typically categorize slot machines into several types, although some Regions explicitly exclude certain types. The categorization is as follows:

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 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 and sites that provide amusement only slot machine entertainment. Possible locations include hotels, campgrounds, cruise ships, amusement centers, family entertainment centers, Casinos and Gaming Halls.

Amusement with prizes Slot Machines (known in the Spanish gaming industry as Type B slot machines). These slot machines are amusements with prizes ("*AWP*") 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. AWP 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 Aragón and Castilla-La Mancha allows maximum bets up to €1 instead of €0.20 and the remaining 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. AWP or Type B slot machines may be installed in Gaming

Halls, certain bars and restaurants and Casinos and Gaming Halls. Each AWP slot machine requires a specific permit per machine. However, all Regions (except in Andalusia, Madrid, Extremadura, Castilla y León, Asturias, Balearic Islands, La Rioja and Navarra) limit the total number of AWP slot machines that may be authorized within each Region and no new permits can be issued. For instance, in the Regions of Catalonia and Valencia, the overall number of authorized AWP slot machines is 33,202 and 18,372, respectively. However, when a slot machine is decommissioned, new authorizations are not being granted, therefore, the number of authorized AWPs decrease.

Solely in the case of La Rioja there is a limit per company of the 15% of the total number of permits. Video Type B slot machines are permitted throughout Spain (i.e., the Type B slot machines that are allowed to have video screens).

Machines for arcades and bingo halls (known in the Spanish gaming industry as Type B3, B4, D, E or Special, depending on the Region). These slot machines can only be installed in arcades and bingo halls (which we include in Gaming Halls) as well as Casinos 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 up to €6, depending on the Region. 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 Aragón, Catalunya, Castilla y Leon or Extremadura, the maximum value of the prize may be higher. If the special-type slot machines are connected with other special-type slot machines (in the Casinos and Gaming Halls where they are located or in other Casinos and Gaming Halls), the maximum value of the prizes may be much higher. There are also special-type bingo-type slot machines for Gaming Halls which allow bets from €1 up to €6 (depending on the Region) with the same value of the prizes.

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 (a figure that is not standardized, but depends on the model of each slot machine), 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 *"—Spain—Casinos."*

Although Type B slot machines could also be operated inside Casinos, we only operate Type C slot machines inside Casinos.

Amusement with prizes in kind Slot Machines (known in the Spanish gaming industry as Type D slot machines). These slot machines are amusements with prizes 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.

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 or Valencia) 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, a criminal background check and a 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, other regulations set forth 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, café or restaurant or a certain number per 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 (except Basque Country which has established a term between three and six years or Asturias between one and ten years, depending on the terms of the agreement between the company and the site owner). Almost all the Regions require that a site owner use the same slot machine operator during the approved time period. The renewal of such authorizations is a simple process according to which the relevant bar, restaurant or operating company (*empresa operadora)* executes a document serving as an installation bulletin or authorization which is then filed with the respective Region's gaming authority.

Additionally, certain Spanish Regions (excluding Andalusia, Madrid, Extremadura, Castilla y León, Asturias, Balearic Island, La Rioja and Navarra) have passed legislations which establish that, following their entry into force, no additional licenses for Type B or AWP slot machines may be issued. As a result, in order for the Company to operate new slot machines in such regions, the Company will be required to acquire a pre-existing license.

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 that an inspection takes place.

Slot machine operators are mandated to remit a gaming tax every quarter to the Region where the machine is being operated. This applies to all operational Type B and Type C slot machines, whereas Type A slot machines do not pay any gaming taxes. For slot machines, there is no taxable base as an annual fixed fee is required for each machine. The fee varies based on the type of slot machine and can be increased if the machine allows multiple players at once or if the game's maximum authorized price is altered by the wages per game. The gaming taxes are set at a fixed amount per slot machine, ranging from €3,000 to €4,020 annually, for each Type B slot machine, depending on the Region.

While gaming legislation does not specify a tax regime for players' winnings, players are nonetheless obligated to declare their gaming winnings as part of their annual income tax declaration and to pay the corresponding income tax.

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.

Finally, for land-based gaming locations, the limitations on advertising are set forth by Region. Such limitations are aimed at limiting advertising made without prior authorization from the relevant regulator and banning publicity which directly incites to gamble. Limitations on advertising are very restrictive in all Regions.

Casinos

In relation to Casinos, authorizations to establish 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 each provide a proposal that sets forth how the proposed Casino falls within the requirements of the intended authorization. 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. Additionally, Casinos must offer certain complementary services to the gaming activities, such as a restaurant service. The Region will grant the authorization to the applicant whose proposal best matches the terms and conditions of the intended authorization.

In addition to obtaining authorization from the Region to establish 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 six 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 up to three to 15 years and then are automatically renewed (pursuant to the payment of a fee which is usually not material for the company) for successive periods varying in length of up to four 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 and Gaming Halls for companies manufacturing and importing Casino material or operating Casinos and Gaming Halls 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 an annex) located outside the premises of the main Casino, provided that the relevant requirements are fulfilled and that the additional hall is authorized by the competent authority. Among other 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 is 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 the 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. The number of machines is generally determined by the authorization.

Casinos are mandated to remit gaming taxes to the corresponding regional authorities on a quarterly schedule. These gaming taxes comprise of both direct taxes related to gaming and ancillary taxes such as those on property income and business activities. In Spain, the gaming taxes that are directly tied to the operations of the Casino can be a fixed and/or variable rate and can be distinguished into three principal categories:

(1) Table Gaming Tax: This tax is imposed as a percentage of the net income from tables and is a sliding scale. The amount is Region-dependent and fluctuates between 10% and 55%. For instance, in Region of Valencia the tax scale is as follows:

   (a) between €0 to €2,000,000 is levied 20%;

   (b) between €2,000,000.01 and €4,000,000 is levied 30%;

   (c) between €4,000,000.01 and €6,000,000 is levied to 40%; and

   (d) more than 6,000,000 is levied 50%.

(2) Slot Machine Tax: A fixed annual amount ranging from €4,500 to €5,800 is levied for Type C slot machines. This tax is paid even though the income from the machine may be zero or negative.

In any case, gaming tax is deductible from corporate tax which are paid on the profit of a company, after the deduction of all expenses.

The Regions of Madrid and Catalonia have approved regulations allowing the establishment and operation of new Casinos subject to the relevant tender procedure in integrated development centers (*Centros Integrados de Desarrollo*) and touristic entertainment centers (*Centros Recreativos Turísticos*). These regulations also establish a beneficial gaming tax regime for Casinos in both Regions, with a flat tax rate of 10% once a Casino begins 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 establish and operate a Casino in the Vila-seca and Salou Touristic Entertainment Center (*Centro Recreativo Turístico de Vila-seca y Salou*) was granted to a third-party 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 Spain, we operate 40 bingo halls (which we include under "Gaming Halls" in our Casinos Business Unit; see "*Business—Casinos Business Unit*").

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 the gaming companies that undertake the management of the bingo halls. In other Regions, an authorization may be awarded 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 possess a valid corporate status under Spanish law, have a fully subscribed and paid in share capital in an amount that varies depending on the Region and the shareholders of record and directors must not have been convicted of a criminal offense. Furthermore, in some Regions (for example, 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.

Additionally, in some 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 regional government has limited the total number of bingo halls able to be authorized in the Region. For example, in Catalonia, the total number of bingo halls is limited to 75 and, as of December 31, 2024, this limit has not been reached.

The authorization for operating a bingo 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 regulations.

Bingo halls are subject to a number of regulations relating to the types of bingo games able to be played, location, size and opening hours of the bingo hall, the activities permitted at the bingo hall and the permitted 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 of the amount wagered by players. 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, registration requirements at the relevant regional registry and requirements 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 selling value of the bingo card and not on any discounted price at which bingo cards may be sold to customers. In this regard, electronic bingos have a different taxation compared to bingo halls as cards in electronic bingos are played through electronic machines.

Bingo Gaming Tax: The tax base over which the gaming tax for bingo is calculated differs according to Region, and could be one of the following (in general would be 3.75% to 15% of wagered amount):

(a) over the selling price of the bingo card,

(b) over GGR, and

(c) over GGR plus an increase which is calculated over bingo prizes (in some Regions where we do not operate).

Generally, a limited number of AWP or Type B slot machines may be operated in or adjacent to the bingo halls. Casino-type or Type C 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 AWP 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 AWP slot machines. In Valencia, a maximum of nine Type B slot machines and 25 special bingo machines are permitted, while Andalusia permits up to nine Type B1 and three Type B3 machines, and the number of B4 machines allowed is dependent on the relevant local authority's decision. Additionally, in Madrid, a maximum of 30 Type B1 and B2 machines are allowed, with the number of B2 machines capped at 10.

In some Regions, interconnected versions of bingo are operated. Some Regions also allow interconnected versions of bingo between Regions.

Salones de Juego

In Spain, as of June 30, 2025 out of our 269 Gaming Halls, we operated 229 salones de juego which differ from Casinos because they only offer digital gaming tables (i.e., no physical gaming tables) and because Type B slot machines may be operated there (while Type C slot machines can only be operated in Casinos) and 40 bingo halls. Regional laws and regulations stipulate the requirements for operating slot machine Gaming Halls (*salones de juego y bingos*). While there are minor differences between the regional laws and regulations, the main obligations for Gaming Hall operators may be summarized as follows: (i) to be registered at the relevant regional registry as Gaming Hall operators, specifying the slot machine type that they intend to manage and operate at the Gaming Halls (*salones de juego y bingos*); (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 changes 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 Valencia), to furnish annual or monthly reporting of certain information to update the Region's registry.

Each Region provides for a specific sanctioning regime in the event of a breach or infringement of the applicable Gaming Hall (*salones de juego y bingos*) laws and regulations. In terms of restrictions, for Gaming Halls (*salones de juego*), in some Regions, (i) the granting of new licenses has been temporarily suspended (i.e., Valencia, Castilla la Mancha, La Rioja and Murcia), (ii) there is a maximum limit on the number of Gaming Halls (*salones de juego*) permitted to operate and such limit has been reached or exceeded (i.e., Gaming Halls (*salones de juego*) in (a) Catalonia, where the maximum limit is 126; (b) the Balearic Islands where the maximum limit is 75 Gaming Halls (*salones de juego*) per million inhabitants, (c) the Basque Country, where the maximum limit is 170, (d) Asturias, where the maximum limit is 28 and (e) the Canary Islands, where there is a different limit for each island and such limit has been exceeded in all of them except for La Palma, La Gomera and El Hierro) and (iii) there is no limit on the number of Gaming Halls (*salones de juego*) (i.e., in Andalusia, Aragon, Navarra and Castilla León) but there may be restrictions on the distances between Gaming Halls.

In general, bars are permitted to have two Type B (AWP) slot machines, subject to certain exceptions in some Regions. For example, in the Basque Country, only one AWP slot machine per bar is permitted, and in Catalonia, bars with a usable area greater than 50 m² can have up to three machines. In Gaming Halls (salones de juego y bingos), the number of machines allowed typically correlates with the venue's size. For example, in Catalonia and Valencia, one AWP is allowed for every three m^2 of usable space. In Andalusia, a minimum of ten Type B1, B3, or B4 machines is required (the maximum number allowed is determined by the relevant authority and the minimum number is determined by the number of Type B slot machines), although each Type B4 machine cannot have more than five seats. In Madrid, a minimum of 15 Type B seats is mandated (with at least three machines installed), as one slot could have several seats (each seat places an independent bet on the relevant slot machine), and a maximum of ten B3 machines. In bingo halls, the requirements also vary by Region.

Betting Activities

Every Region in Spain has implemented regulations concerning betting activities in PoS. Some Regions have general betting rules, while others, like Aragón, have specific guidelines for sports betting in PoS. Betting is typically described as an activity where a player stakes a sum of money on a predetermined event with an uncertain outcome that the player cannot influence. There are generally two types of bets in PoS: live bets (placed before the event concludes) and pre-match bets (placed before the event begins). In addition, online live bets are also permitted for some forms of betting.

To serve as a betting organizer, regional regulations typically necessitate the operator's registration, and in some Regions, approval from the regional administration is required. Moreover, the operator is mandated to provide a guarantee, the amount of which varies by Region.

The tax structure for gaming activities varies by Region, with the authority to approve tax rates resting with distinct local entities. Gaming taxes are accumulated on a monthly basis and are paid quarterly for both online and retail operations.

For retail operations, the tax rates on net win vary by Region. The applicable tax for land-based sports betting ranges from 10% to 20%.

Online Gaming

Spanish State Law 13/2011, adopted May 27, 2011 on gaming (*Ley 13/2011, de 27 de mayo, de Regulación del Juego*) (as amended, 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 the physical presence of players is ancillary (in contrast to traditional gaming activities played in person).

The Gaming Act aims, among other goals, to encourage a varied and multi-dimensioned gaming market in Spain, enabling third parties to provide statewide games (other than lottery) by means of electronic communication, subject to State control 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 Loterias 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. State-owned operators competing against the Company and this state monopoly are only present 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) (the "*Ministerial Orders*"). On February 27, 2018, the Spanish government carried out a public consultation over the suitability of modifying the Ministerial Orders regulating the different types of online games in Spain. Although the public consultation closed in March 2018, the Ministerial Orders regulating the different types of games have not been modified to date. However, the regulatory landscape has evolved significantly since then, with Royal Decree 958/2020 introducing strict advertising limitations for gaming activities, followed by Royal Decree 176/2023, which established comprehensive safer gaming environments. Non-regulated games are prohibited.

The purpose of the Gaming Act is to govern online 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 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 (for example, minors, individuals who have voluntarily requested to be banned from gaming activities and, in sports betting, involved in the activity on which the bets are placed); (v) rules relating to consumer protection and on responsible gaming (including rules such as the implementation of sufficient internal controls to flag gaming by at-risk groups and informing the public about making safe choices in relation to gaming activities and the prohibition of minors' participation in the respective gaming activity); (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 game category identified by the Gaming Act 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 of renewal for a subsequent ten-year period, except in those cases where the number of general licenses awarded is 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 (i.e., the existence of a third-party interested in obtaining a license). Specific licenses will be granted per each type of activity (sports betting, online casino games, etc.) and for a term of between one to five years, with the possibility of being renewed for subsequent terms of the same period. The regulations for each type of game establishes the term of the relevant specific license and the conditions for renewal. Notwithstanding the above, specific licenses are renewed almost automatically and at almost no cost. Both general and specific licenses are granted nationally and they also require the holders of the licenses to grant guarantees to secure compliance with the Gaming Act and its implementing regulations.

The costs of the auction of online gaming licenses in 2012/2017 amounted to approximately to €10,000. The auction of online gaming licenses was then based on qualitative and not quantitative criteria. The costs included corresponded to the administrative tax paid, updated every year according to the consumer price index.

Holders of general licenses are typically required to grant a guarantee of €1.0 million. Holders of general licenses who are entitled only to organize and operate contests are required to grant a guarantee of €250,000. Holders of specific licenses must 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, as governed under Royal Decree 958/2020. Pursuant to Royal Decree 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. Recently, the Spanish Supreme Court (Judgement no. 527/2024 of April 2, 2024, and Judgement no. 671/2024 of April 19, 2024), annulled some of the provisions of Royal Decree 958/2020 due to a lack of proper legal basis. Following this judgement, some of the main restrictions, limitations and prohibitions set by Royal Decree 958/2020 that remain in force are: (i) the sponsorship limitation, specially focused on sport-related activities or events; and (ii) the restriction of gaming advertising focused or related to minors throughout media, internet and social networks. Further regulatory development of Royal Decree 958/2020, specifically concerned with controlling 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 Royal Decree 958/2020 that will be applicable in the relevant Region (for example, Cantabria, Aragón, Madrid, Castilla León, Castilla La Mancha, Balearic Islands, Navarra and Galicia). 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. Although it does not set daily, weekly or monthly limits per player, Royal Decree 176/2023 consolidates the enforceability and material scope of the currently applicable framework and entails new obligations for operators in the matter of "Responsible Gaming," which was regulated by the Gaming Act by the establishment of general limits per bettor (i.e., €600 per day, €1,500 per week and €3,000 per month) and had been developed by means of Royal Decree 176/2023. Royal Decree 176/2023 obliges each player to register online previously to play (through such registration, the company verifies the eligibility of the player by age), establishes new categories of vulnerable participants or risk groups based on their gaming habits and defines certain categories of "privileged clientele (VIP player)," "participants with intensive gambling behaviors" (players that lose €600 per week during three consecutive weeks or €200 euro if the player is under 25 years old), "participants with risky gaming behaviors" and "young participants" (players under 25 years old). Royal Decree 176/2023 provides for unique safety measures for each participant category. For example, "participants with intensive gambling behaviors" must receive a monthly summary of their gaming activity and are prohibited from using deposit funds or using credit cards, "young participants" may not be subject to any form of promotional activity whose object is unrelated to the operator's gaming activity and "participants with risky gaming behaviors" may not be subject to any form of promotional activity at all. Operators are required to apply different responsible gaming measures depending on the category in which each participant falls. If a player is classified as a "participant with intensive gambling behaviors," credit card use is prohibited for betting, and the operator is

obliged to send them a notice communicating that they have fallen under this category. In order to get out of this classification, such player must not lose the amount that originally caused them to be labelled as such for six consecutive weeks. If a player is classified as a "young player," promotion of any kind from the operator is not allowed.

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 relevant measures to prevent minors, disabled people and other people for whom gaming is prohibited pursuant to the Gaming Act to access gaming activities; adopt consumer protection policies; have their gaming technical systems duly standardized by the Spanish Gaming Authority; and enter contracts 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 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 any or all of the conditions whereby it was issued; (ii) death or incapacity of the individual or entity holding the permit, dissolution or extinction of the entity 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 of the entity holding the license or permit in any other proceeding; (iv) imposition of termination as a sanction under relevant disciplinary proceedings; (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. 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 provision of betting activities and other games (as defined in the Gaming Act), and specific licenses allowing for the provision 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 online slot machines, horse fixed-odds betting and other fixed-odds betting (i.e., bets with fixed-odds such as roulettes, bingos and virtual races where probability of win is pre-established). 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. In particular, the two general licenses were renewed in April 2022 for a new period of 10 years and the eight singular licenses will expire between 2025 and 2027. However, the latter can be renewed for a new period of five years at no significant cost.

The general licenses granted to Cirsa Digital, S.A.U. were conditional 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 S.A.U. for a period of ten years (until April 4, 2023) which was then extended on January 23, 2023 for a further period of ten years (until January 23, 2033). The most recent certification verified the game systems' compliance with the technical requirements required for the performance of gaming activities in Spain. The certification extends to the components, hardware and software included in the Final Technical Report filed by Sportium Apuestas Digital S.A. This certification is only related to online software systems and the external audit for such certification is carried out every two years. The Spanish Gaming Authority resolution certifying the systems also rendered these formerly provisional licenses final.

The authorization and organization of games, raffles (i.e., similar to a lottery – the holder or holders of the awarded number win a prize), contests, bets games and other gaming activities provided on a national basis in Spain are subject to the gaming tax 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 and online gaming at 20% (over the gross revenue) including all sports betting. However, if the company is based in Ceuta or Melilla, as in the case

of the majority of companies like *Sportium*, this rate is 10% and it applies on net revenues (i.e., after payment of prizes) and includes all kind of bets. This new regulation was passed on July 3, 2018, entered into force on July 5, 2018, and effective as of July 1, 2018.

In addition to the gaming tax, the Gaming Act also establishes a gaming duty which seeks to cover the costs of the gaming authority's regulatory activities. As a general rule, the 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 law 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 2024.

The Ministry of Consumer Affairs (*Ministerio de Consumo*), through the Spanish Gaming Authority, regulates and oversees online gaming activities in Spain. It has assumed the powers to oversee the proper functioning of the gaming sector and safeguard the 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 the 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, For example, on its latest technical resolution on online gaming, issued on July 18, 2023, the Ministry updated the identification requirements of participants in games, established controls on subjective prohibitions on participation and provided data models of the monitoring system for recording gaming operations. Furthermore, on March 14, 2024, the Spanish Gaming Authority initiated a public consultation concerning the potential adoption of a resolution to regulate horses and sports fixed-odds betting operators into the global bets market investigation services.

Each player is obliged to register online to engage in online gaming. This is the moment at which the gaming operator is responsible for verifying each player's age and eligibility. As explained, players are capped at their losses depending on their age. In this regard, we have set up protocols to manage how each of our departments operate when a behavior constituting or leading to risky behaviors is detected.

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, television, telephone, interactive systems and software tools where the physical presence of players is ancillary to the game (in contrast to traditional gaming activities played in person). This power exists as long as the Region does not encroach on the powers reserved to the State by the Spanish Constitution under the terms construed by the Spanish Constitutional Court. The Regions also have their own gaming authorities regulating, supervising and controlling gaming activities carried out within their respective territories.

As stated above, 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 Baleares, Cantabria, La Rioja, Murcia, Valencia and Navarra).

Panama

The gaming industry in Panama is regulated by the Gaming Control Board - *Junta de Control de Juegos* ("*JCJ*") - a department of the Ministry of Economy and Finance. The JCJ may authorize private parties to operate gaming activities through the execution of administrative licensing contracts over which the JCJ retains supervision. The JCJ may also conduct public tenders. The Games Department of the JCJ is also responsible for the supervision and administration of amusement only slot machine halls, Gaming Halls, betting agencies and similar gaming activities in Panama. To apply for a Casino license, potential operators must have a legal representative in Panama, pass all background checks, either be incorporated in the country or registered in the Panamanian public registers and have more than five years' experience in the activity.

In February 1998, slot machines were re-classified as amusement-only slot machines and their respective authorizations, as granted by the JCJ, were declared valid for 20 years from their respective authorization dates. Each company that had been authorized by the JCJ to conduct gaming operations prior to February 1998 was permitted to operate only the number of slot machines already authorized.

Regulations limit the issuance of new slot machine licenses within the designated area as defined in the Law Decree No. 2 dated February 10, 1998. In 2009, a number of legislative changes and regulatory developments in the gaming industry in Panama led to changes in the ownership and operating structure of our Casino business and increased gaming tax rates for operators of the licenses.

Although we have a license to operate Type C slot machines, we only operate Type A slot machines in Panama. These Type A machines can only be operated in Casinos and Type A Casinos. There is no limit to the number of slot machines allowed inside each Casino or Type A Casino, although Law Decree No. 2 limits the number of Type A Casino licenses that an entity is permitted to hold and operate within a specific geographical area or "designated area." As of June 30, 2025, we owned a total of 40 Type A Casino licenses in Panama, although only 34 of these licenses are being operated. Further, we operate two Casinos with tables in Panama. As of the date of this Offering Memorandum, the cost of renewal of each license, is $500,000 per Type A Casino license, $1,000,000 per Casino license and $50,000 per online license. Each license is granted for a 20-year term and requires a one-off payment for the amount stated at the time of grant, with the same amount payable upon each renewal. No additional periodic payments are required during each term of validity. Although each license is individual and will be renewed once the 20 year term expires, of the 42 licenses we own, 27 licenses will expire in 2038, the license for the Majestic Casino will expire in 2043, the license for the Casino in La Chorrera will expire in 2042 and the remaining will expire in 20 years from its effective date (from 2034 to 2042), which implies that, provided that the cost of the licenses remains the same, the renewal of our licenses would amount to $13,500,000 for the licenses that expire in 2038, $2,000,000 for the Majestic Casino and the Casino in La Chorrera expiring in 2043 and 2042, respectively, and $6,500,000 for the rest of licenses which expire in 20 years from its effective date, all of which jointly constitutes an aggregated amount of $22 million. We are currently subject to litigation over our licenses in Panama, see "*Business—Litigation—Challenge over the number of Type A licenses we hold in Panama*."

Panamanian applicable law does not limit the number of individuals who can bet. However, a self-exclusion procedure exists and can be activated directly by the interested party by means of a request to the JCJ. The JCJ then issues a resolution ordering the relevant operators not to allow that person to place a bet. Likewise, in online gaming, in addition to self-exclusion, individuals can directly establish maximum limits per month.

Casinos

We also possess a 50% stake in Majestic Casino, a Casino situated in the Multicentro complex in Panama City. In 2003, our subsidiary, Gaming & Services de Panamá, S.A., and Luna Brillante S.A., a stakeholder in the group that owns Hotel Decapolis and the Multicentro shopping mall, formed a joint venture and established Majestic 507 Corporation, S.A. (previously known as MultiCasino S.A.). This was done with the intention of operating a Casino in Multicentro. The JCJ granted Hotel Decapolis a license to operate a Casino in the Multicentro shopping mall, which is adjacent to the hotel, for a duration of 20 years. We also participate in the operation of a Casino in Chorrera, operated by Alma de Panama Oeste S.A.

Taxation

Gaming taxes in Panama do not depend on the number of operating machines or tables and are paid on actual win. These gaming taxes accrue monthly and are payable within the first 14 days of the following month. 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 Casinos is 18% on a gross monthly income and the tax rate for gaming tables in 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, as published in the Official Gazette No. 28515 A of April 30, 2018. The declaration of unconstitutionality has been effective since April 30, 2019, but as of the date of this Offering Memorandum, we are still paying the aforementioned gaming taxes. There are no payouts or wagers in Panama.

Additionally, pursuant to the Panamanian Tax Code, the current corporate income tax applicable is 25%.

On May 4, 2015, the Panamanian government passed Ley 27 de 2015 which established a 5.5% selective excise tax on amounts "cashed out" (winning for customers) 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, as amended, as applicale, by Decree 1451 of 2015, 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 established 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 to operate Casinos and/or slot machines. The 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 two concession agreements. These concession agreements run until April 2028 and June 2029 and entitle the Company to operate (i) 251 gaming tables and 397 slot machines and (ii) 4 gaming tables and 7,350 slot machines, respectively. We amend these agreements each time we decide to open a new establishment or increase or decrease the number of slots and tables in a single Casino. In this regard, a particular Casino may install slots and gaming tables under different concessions. Any Casino can contain gaming tables and/or slots at any given moment. Notably, Colombia has not set a cap on the total number of Casinos that can be in operation within its borders.

All of our Casinos in Colombia are covered by these two concession agreements with COLJUEGOS as in Colombia there is no specific license per Casino, but all machines and tables are grouped under one or more agreement. The machines and tables operated in the last eight Casinos acquired in 2023 are covered under the agreement expiring in June 2029. The machines and tables operated in the remaining Casinos are covered under the agreements expiring in April 2028 and June 2029. The renewal of these agreements is an administrative process, and no material payment or fees are involved.

Articles 1.7.4 and 3.1.4 of COLJUEGOS Agreement No. 08 of 2020 prohibit minors and individuals with mental illnesses who have been declared legally incompetent by a court from participating in games of chance. Additionally, players who have self-excluded through requests submitted to authorized operators are barred from participating in online gambling. Other than these exclusions, Colombia does not classify players based on intensive gambling behaviors and does not impose restrictions to their participation.

Likewise, in Colombia, there are no legal limits for gambling. However, in the online gaming industry, all operators must require each player to impose personal daily, weekly and monthly limits for gambling, without which the player will not be able to register or play. Furthermore, Colombian applicable law does not impose restrictions on payouts or wagers.

In recent years, COLJUEGOS has leaded numerous initiatives aimed at promoting the legal gaming industry. For instance, in April 2023, COLJUEGOS authorized the online operation of instant lottery games. Additionally, in March 2024, COLJUEGOS approved resolutions to legalize previously unauthorized slot machines, with the goal of regularizing approximately 100,000 slot machines across Colombia.

Taxation

From January 1, 2012, the National Taxes and Customs Authority (*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 2025 as follows: (i) 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 $5,696,000 for each of the Casino tables (for example, blackjack, poker, baccarat, craps and roulette), the equivalent of approximately $1,374.61 (using an exchange rate of COP 4,143.72 per U.S. dollar), which on an annual basis corresponds to approximately $16,495.32 for each table. In Colombia, we operated 255 gaming tables as of June 30, 2025, therefore, the total annual tax to be paid will amount approximately to $320,002.32 (using an exchange rate of COP 4,143.72 per U.S. dollar). In addition to the above, administrative fees are collected at 1% over gaming taxes. Since November 2016, it has been mandatory to connect all slot machines to the gaming authority's central online system for the purposes of monitoring gross revenues.

Further to the declaration of State of Emergency, the Colombian Government introduced certain temporary tax measures with Decree No. 175, issued on February 14, 2025. Pursuant to these measures, online

gaming, whether operated within the national territory or from abroad, became subject to VAT. As Winner Group S.A. engages in online gaming, it is designated as a withholding agent for VAT, effective from February 22, 2025 until December 31, 2025, when the temporary tax measures established by the Colombian Government will expire. However, a tax reform bill promoted by the government is currently being processed in Congress, which proposes to maintain VAT on online games as a permanent tax, effective as of January 1, 2026.

Additionally, Decree No. 175 of 2025 established a temporary 1% stamp tax rate (effective through December 31, 2025) applicable to public instruments and private documents, including negotiable instruments, that are executed or accepted within the national territory, or executed abroad but enforceable in Colombia or generating obligations within the country. This stamp tax applies to instruments documenting the creation, existence, modification, or termination of any obligations, as well as their extension for an amount equal or greater than 6,000 UVT (*Unidad de Valor Tributario*), currently $298,794,000 (approximately $72,107.67, using an exchange rate of COP4,143.72 per U.S. dollar).

Finally, pursuant to Article 240 of the Colombian Tax Code, the corporate income tax applicable for fiscal year 2023 and onwards is 35% and according to Article 317 of the Colombian Tax Code, capital gains tax is levied at 20% rate on winnings, however, the tax reform bill proposes to increase the rate to 30%.

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 these law and regulations, all forms of gambling are generally prohibited subject to expressly permitted lotteries and games which are legally regulated. The federal authority responsible for issuing gaming permits, regulating gaming activities, inspecting gaming facilities and imposing sanctions is the Ministry of Interior (*Secretaría de Gobernación* or "*SEGOB*").

The Mexican gaming legal framework as a result of 2004 Regulations set out to: (i) expressly ratify existing permits, including the terms pursuant to which they should be governed; (ii) outline the process to obtain new permits; (iii) defining where gaming facilities may be located; (iv) recognize the role of operators as providers of gaming services to gaming permit holders; (v) authorize limited forms of advertising; and (vi) recognize electronic modalities of permitted bingo games that are likewise allowed under existing permits, among others.

On November 16, 2023, the Mexican government amended the Federal Regulations on Gaming and Lotteries. Previous to the 2023 amendments, gaming permits for slots and sports betting were granted by the Ministry of the Interior subject to the terms and conditions discussed above. The amendments to the Federal Regulations on Gaming and Lotteries expressly prohibited, and continues to prohibit, the establishment of gaming centers near schools and work centers.

Pursuant to the 2023 amendments, the Federal Regulations on Gaming and Lotteries prohibited betting activities through slot machines, playing cards, dices and roulettes in Mexico, establishing that such activities can only be practiced by existing permit holders and operators until the expiration of their permits. For gaming operators with gaming permits then in force, they could continue operating during the term of their respective permits or up to 15 years (if the term of the permit exceeds 15 years) and would be eligible to renew their gaming permits beyond such period. However, the renewal will only allow installations of traditional bingo halls and sport bookings and excludes slot machines and gaming tables. If renewals are not granted, operators may apply for new permits on the basis that any new permits are similarly limited to traditional bingo halls and sport bookings. Changes to gaming center locations require the issuance of a new gaming permit. Such amendments were disputed before the Mexican courts which have upheld in a final decision that the amendments do not affect our current operations in Mexico. As a result, the disputed regulations that include these prohibitions will not be applicable to our Mexican subsidiary, which will be able to continue operating under the prior regulatory regime until the term of its current licenses expires.

A permit issued by SEGOB 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. Pursuant to the 2023 amendments to the Federal Regulations on gaming and lotteries, licenses are exclusively available for application by Mexican entities. Prior to these amendments, Mexican entities could form partnerships with foreign entities authorized by SEGOB to act as operators of gaming permit holders. We currently operate our gaming facilities through our Mexican subsidiary, PRINGSA.

Permit holders must comply with certain obligations, including, but not limited to, the following: (i) obtaining authorizations 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 SEGOB 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 the closure of gaming facilities.

Our gaming permits in Mexico are valid until May 2030 and August 2033. Mexican gaming law does not establish a certain number of gaming permits to be granted per region or inhabitants. There is no cost associated with obtaining gaming permits, but we are required to pay a variable amount determined by SEGOB for each of the gaming permits as federal duties on a monthly basis.

Permits for the installation and operation of sport book halls and Casinos 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 permit's terms and conditions alongside 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 its 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.

Mexican applicable law does not impose restrictions on payouts or wagers, nor limits the amount that individuals can bet (except (i) when cash is used, which is limited to approximately $19,500 per day (during Casino business hours), per transaction or per person, as the case may be, pursuant to AML regulations, and (ii) with respect to taxes on payouts, as further explained below). Additionally, the Mexican legal framework does not consider specific regulations or restrictions with respect to individuals that may be deemed as "vulnerable or at-risk customers," with "intensive gambling behaviors," or similar (except for the express prohibition for individuals under the age of 18 to bet or gamble).

Taxation

In Mexico, the gaming industry, including slots and tables, is subject to a variety of taxes. These include "Federal taxes" such as corporate income tax (the entities in the industry are subject at the regular CIT regime that establishes a 30% tax rate), Excise tax (IEPS) and SEGOB tax ("*participación*" according to Article 5 of the Federal Law on Gaming and Lotteries which in 2023 amounted to 6.9% of our net operating revenues) which are paid to the Mexican tax agency and SEGOB, respectively. In addition, pursuant to the last paragraph of Article 27 of the IEPS law, each state has the possibility of establishing its own taxes on gaming and raffles. As such, each state may impose taxes on different activities and at different rates inherent to games with bets and draws.

Payouts and gaming taxes are also regulated both by state law (of which the current maximum tax rate for winners is 6% of the price value) and federal law (of which the current maximum tax rate for winners is 1% of the price value).

In addition, and pertaining to the IEPS, in September 2025, the Mexican government proposed increasing the current rate from 30% to 50%. If approved by the legislative branch, the new rate would be effective from January 1, 2026.

Online 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. The Federal Regulations on Gaming and Lotteries regulates remote betting centers as centers legally authorized to capture bets placed through the internet, telephone or electronic means but still require them to have a physical establishment. However, 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.sportiumbet.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 in operation. The Group's online betting licenses are linked to our gaming permits, both of which expire in 2030.

Anti-money Laundering Regulations

In Mexico, our operations are considered vulnerable activities under its anti-money laundering regulations and, therefore, subject to the obligations described in "*Risk Factors—Risks Relating to Our Business—Our business may be negatively impacted by the economic volatility and political conditions in Spain and other markets in which we operate, heightened inflation, trade wars, unemployment and other geopolitical and macroeconomic factors beyond our control*." These obligations are as follows: (i) identifying clients and users (KYC); (ii) periodically requesting clients and users information about their activities or occupations, and, if such clients and users participate in vulnerable activities, requesting information about the existence of any beneficial owner thereof; (iii) safeguarding information on vulnerable activities for at least five years; (iv) allowing ex-officio inspections; and (v) filing periodic notices to the Ministry of Finance and Public Credit with respect to the aforementioned obligation. As of the date of this Offering Memorandum, (i) there is no specific regulation for the protection of persons with gambling addictions in Mexico and (ii) we have not been provided with information regarding any fine in connection with AML regulations. Additionally, pursuant to AML regulations, cash operations involving bets made by individuals and prizes paid by Casinos are prohibited when these exceed $19,500 per day (during Casino business hours), per transaction or per person, as the case may be.

Italy

We primarily operate in the Italian AWP and video lottery terminals ("*VLT*") slot machines market through our Slots Italy Business Unit. As of June 30, 2025, we wholly owned 12 Gaming Halls in Italy (which are reported under our Slots Italy Business Unit), of which six are also bingo halls. See "*Business—Our Business Units—Slots Italy*." We have also extended our Online Gaming & Betting Business Unit in Italy by acquiring E-Play24 and other online gaming companies. See "*Business—Our Business Units—Online Gaming & Betting Business Unit*."

Our Italian VLT and AWP concessions and licenses, for which we have paid a cumulative amount of approximately €40.3 million for the nine-year period from 2015 to 2024, expired on December 31, 2024 and have been extended until December 31, 2026, as explained below. Considering the amount of VLT and AWP slot machines operated by the Company in Italy as of the date of this Offering Memorandum such amount would have amounted to, approximately, €39.7 million for a nine-year period. Our Italian gaming concessions have historically been extended by the Italian government subject to payment of an extension fee (which was equal to approximately €7.5 million for VLTs (€1,916.67 per year for each VLT license from July 1, 2023 to December 31, 2024) and €950,600 for AWPs (€66.67 per year for each AWP license from July 1, 2023 to December 31, 2024), €621,000 for bingos (approximately €103,500 per year for each bingo license from January 1, 2023 to December 31, 2024) and €40,000 for online licenses, in each case based on the fees paid for the most recent extensions, which ran until December 31, 2024). Pursuant to the Italian Budget Law for 2025 (Law No. 207 of December 30, 2024), land-based gaming concessions and licenses are extended for another 24-month period (i.e., until December 31, 2026) through the payment of €108,000 per year for each bingo hall license (to be paid in two installments on January 31 and June 30 for each year of extension) and €60 and €2,000 per year for each AWP and VLT license, respectively (based on the number of AWP and VLT licenses held by the Company as of December 31, 2024, to be paid in three annual installments on March 15, July 15 and October 1 for each year of extension). Therefore, the total cost for the 24-months term extension of our land-based gaming concessions and licenses would amount to approximately €12.1 million (of which €10.3 million for VLT licenses, €1.1 million for AWP licenses and €648,000 for bingo hall licenses).

The extension of the term of bingo concessions granted by the Italian legislator in 2017 against payment of an increased fee (as noted above, further term extension against payment of increased fee have been granted also later on) was challenged in Court by certain Italian gaming operators, which claimed that the fee increases that were paid in order to extend the term of the concessions should be refunded. The Italian Court made three requests to the Court of Justice of the European Union ("*CJEU*") for a preliminary ruling (the "*Requests C-728/22 to 730/22*"). On March 20, 2025, the Court of Justice of the European Union ("CJEU") issued a decision (C-

728/22, 729/22 and 730/22) stating that, according to Directive 2014/23/EU, any material change in concessions (including the extension of the final term) cannot be made without a prior public tender. However, the CJEU also stated that the extension itself (and not just the extension fee) would have to be disapplied in its entirety. It is now up to the Italian Courts to apply the decision of the CJEU and to decide its consequences (i.e., whether operators are entitled to a refund of the increased fees without also terminating the effect of the extension). Although the hearing before the Council of State was held in July 2025, the Council of State has not rendered a decision yet. We expect a decision to be issued by the end of September. Accordingly, as of the date of this Offering Memorandum, the amount of compensation (if any) to be received by Italian gaming operators cannot be estimated and the impact on the terms of bingo concessions cannot be predicted.

Based on similar grounds to those mentioned above, Italian gaming operators challenged in Court the extension of the term of AWP and VLT concessions granted by the Italian legislator against payment of an increased fee pursuant to Italian Budget Law for 2023 and 2025. On May 31, 2024, the Italian Court made several requests to the CJEU for a preliminary ruling, which stayed the proceeding until the CJEU issues its decision on the Requests C-728/22 to 730/22. Although the proceeding is currently ongoing, it is possible that the same principles informing the decision issued by the CJUE in relation to the Requests C-728/22 to 730/22 will be applied to it.

At the same time, steps are being taken to reform the regulatory framework governing the Italian gaming and betting industry. Under Article 15 of the Law no. 111 of August 9, 2023, the Italian government has been delegated to reform this industry along the following principles: (i) ensuring full protection of vulnerable peoples and preventing gaming disorders; (ii) ensuring safe and controlled environments for gaming operations through effectively planning the physical locations of gaming operations through consultations between local authorities; (iii) counteracting illegal gaming by improving transparency regulations; and (iv) adapting tax levies to be based on specific types of gaming activities. With reference to the aim to protect vulnerable peoples and avoid gaming disorders, Law no 2023/111 requires implementation of specific measures such as decrease of limits of bets and winnings (currently existing only for slots and online gaming), tools for self-exclusion from gaming, identification process of the players in order to exclude underage persons from gaming and communications on legal gaming consistent with the need to protect the most vulnerable persons.

Aligning with these principles, the Italian Government issued the Legislative Decree No. 41 of March 25, 2024 ("*Decreto Riordino Online*"), in force and fully effective since April 4, 2024, on the matters of online gaming and betting (i.e., through any platform either on the internet, TV or smartphone) (see "*—Online Gaming & Betting Regulatory Framework*"), and provided for the launch of a new tender for online betting and gaming concessions to replace existing ones. The existing implementation of reforms of other betting and gaming activities (such as VLT, AWP and gaming and bingo halls) is currently postponed.

With respect to online gaming concessions, on December 17, 2024, the Italian government issued a new tender offer for a nine-year period, which may be awarded against a payment of €7 million for each concession. The deadline for operators to submit applications was May 30, 2025 and the final concessions were awarded by the ADM on September 17, 2025. In this framework, E-Play24 was awarded with three online gaming concessions. Until the new online gaming concessions enter into force, the duration of the old gaming concessions has been extended up to November 12, 2025 upon payment of an extension fee.

The Competent Authority

The Italian betting and gaming regulatory authority is the *Agenzia delle Dogane e dei Monopoli* (the "*ADM*") 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.

In Italy, public games and betting are regulated by numerous legislative provisions, as well as decrees enacted by the director of the ADM.

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, although regions and municipalities enact regulations affecting the gaming activity in their respective territories. For example, regulations can invoke regional competence on protections to health from gaming and of mayoral powers to intervene on the opening hours of commercial establishments and public premises. Furthermore, the ADM has the power to grant concessions to private gaming operators as selected through public tender processes and possesses regulatory 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 gaming operators (concessionaires) and (v) the number and location of points of sale.

For each category of game there is a specific regulation providing for, among other things, the compensation of the operators (concessionaires) and, in certain cases, the profits of the pubs and venues (i.e., lottery, scratch and win). This is not the case for the AWP and VLT concessions, where only the payout and the tax level are determined by law, leaving network operators with the freedom to negotiate commercial conditions with pubs and venues as how to distribute net gross revenue.

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* – to the extent that a license has been previously issued) to run the betting, slot 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*).

Additional permits (such as authorizations and clearance – *nulla osta*) may be required according to specific legal provisions and 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, 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, etc.

The license is granted with respect to each sales point, is personal and is 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.

ADM Decree No. 31857 of September 9, 2011, requires AWP and VLT slot machine operators, including operators who already have contractual relations in the AWP and/or VLT slot machines fields, to meet certain conditions and to register on a special list. Only the entities on such list are authorized to operate AWP and/or VLTs slot machines. In accordance with the abovementioned decree, the applicant must hold: (i) a license referring to the slot 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 the ADM if it holds any other licenses issued by the ADM. The decree also establishes certain rules governing any violations of law by the applicant.

AWP Slot Machines

The regulation of slot machines in Italy is principally governed by Royal Decree No. 773 of June 18, 1931 (*testo unico sulle leggi di pubblica sicurezza* - consolidated act on public security laws – "*TULPS*") and its subsequent amendments. The Italian slot machines market is highly regulated. Namely, paragraph six of Article 110 of TULPS distinguishes between AWP slot machines which are gaming devices with a game card inside, and VLT slot machines which are gaming terminals connected to a central system and without a game card inside.

Pursuant to Article 86, paragraph 3 of the Royal Decree No. 773 of June 18, 1931, 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.

Pursuant to Italian Budget Law No. 289 of December 27, 2002, 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 (Communication Protocol 6A). The ADM is responsible for the regulation and oversight of the interlinked slot machine system.

Under the concessions, operators can operate their own slot machines and 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 Holding S.p.A. and a number of other operators established certain targets for the interconnection of slot machines by a specified date. 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.

Locations where slots may be installed

Venue requirements for VLTs and AWP 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, VLT machines are permitted to be installed in Gaming Halls, agencies for betting on sporting events, agencies for totalizer (games based on the choice of numbers or randomly allocated numbers into a prize pool) 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 AWP and VLT slot machines. VLTs can be installed in the abovementioned shops, halls or premises on the condition that such shops, halls or premises hold a specific gaming license, which in the case of Gaming Halls are not subject to term or renewal, in accordance with the Italian regulatory framework.

Moreover, AWP (and not VLT) slot machines may be also installed in bars, cafés and similar establishments, which have as their principal activity the retail sale and serving of food and beverages; restaurants, fast-food outlets, inns, trattorias and similar establishments, the main activity of which is the serving of meals; bathing establishments; hotels, inns and similar establishments whose main activity is the provision of hospitality; private clubs, associations and similar collective bodies, which carry out social and recreational activities reserved for members only, provided that they hold a license for the serving of food and drink; commercial or public establishments other than the above or other areas open to the public or in private clubs for which the specific license referred to in Article 86(3) of the TULPS has been issued.

The decree provides that the maximum number of slots that can be installed and operated on any of these premises must be proportionally limited to the premises' surface area and/or to the total number of slot or other betting machines hosted.

A number of local authorities at a regional and municipal level in Italy have, from time to time, issued orders and enacted regulations that purport to place further restrictions on where slots can be located. Cirsa Italia Holding S.p.A. 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 effect on the business or results of operations of Cirsa Italia Holding S.p.A..

AWP Slot Machines

AWP slot machines are machines that are activated with metal coins or special electronic payment instruments and provide, for each game, a maximum cost of one euro and a minimum duration of four seconds. In addition, there are no restrictions on the maximum number of games that can be played by each customer.

AWP slot machines distribute cash winnings of no more than €100.00 and the payout must not be less than 65%, calculated on a total cycle of a maximum of 140,000 bets.

These devices must be type-approved and connected to the telematics network referred to in Article 14-bis, paragraph 4, of Presidential Decree no. 640 of 26 October 1972. This network is owned by the Customs and Monopolies Agency established by Article 22 of Law No 289 of 2002, which provides hardware and software infrastructure.

To operate, AWP slot machines include a gaming card, on which the tax-relevant data on the amount of bets is stored. Article 38(3) of Law No 388 of 23 December 2000, no. 388, set an obligation upon manufacturers for the certification of the technology at the manufacturers' expense and for importers of AWP to receive an authorization of distribution, pursuant to Article 38(4) of Law No 388 of 2000. Under Paragraph 5, it is also mandatory for concessionaires to obtain an operating *nulla osta*.

Article 1, paragraph 943 of the 2016 Italian Stability Law directed the Italian Treasury to issue a decree aimed at beginning a process of technological improvement and modernization of existing slot machines – this has yet to be completed. 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.

The 2016 Italian Stability Law also provided for the decrease in the number of AWP slot machines installed in the Italian market. 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 AWPs to 345,000 AWPs 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. Cirsa Italia Holding S.p.A. has duly reduced the number of authorizations relating to AWPs it held, achieving the mandated reduction level of 34.9% by mid-June 2018.

Without prejudice to the foregoing, the 2020 Italian Budget Law provided for the launch of tender for granting concession in the gaming sector, which has not been implemented as of the date of this Offering Memorandum and there is no official information to the date thereof about the current expectations for launching a new tender process. As indicated, the limits applicable to AWPs and VLTs are as follows: (i) 200,000 rights for AWP machines, (ii) 50,000 rights for VLT machines, (iii) 35,000 rights for the operation of points of sale at cafes and tobacconists, as well as at other locations where it is possible to install AWPs and (iv) 2,500 rights for the operation of halls in which it is possible to place AWPs and VLTs where slots may be installed. See "*—Locations where slots may be installed*." Additionally, the ADM and the Italian Minister of Economy and Finance have prepared a proposal in which a reduction of the number of AWPs in operation to 200,000 machines and a reduction of VLTs in operation to 45,000 machines is planned, to be discussed with the Conference of Italian Regions. On the basis of the output of such discussion, the Italian government will draft the legislative decree for the reorganization of the land-based gaming sector pursuant to the Law no. 111 of August 9, 2023. As of the date of this Offering Memorandum, we cannot foresee when this legislative decree will be issued, but, based in the information available, we do not expect it to be issued before the the first quarter of the year 2026.

Starting from January 1, 2020, only AWP slot machines 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 AWPs is to be understood as referring to remote AWPs.

Under the current regulatory framework, after the 2020 Italian Budget Law, the PREU tax on slot machines has been set at 24% of collected bets as from January 1, 2021. We hold the relevant licenses to operate AWPs, and although we hold the concession, concessions are only required for AWPs to be connected to the ADM. We also hold a nine-year license as a network operator of AWPs, of which the current term has been extended until the end of 2026.

VLT Slot Machines

VLTs, which are slot machines connected to a central system that generates a winning series of numbers, are regulated by Law No. 77, dated June 24, 2009. Bets are processed on the central system and displayed on the terminal screen in real time in order to grant a higher level of security and control. The maximum cost of a single game is €10, with a minimum stake of 50 cents and payment can be made by prepaid card, coins or banknotes, gaming accounts, etc. Moreover, there are no restrictions on the maximum number of games that can be played by each customer. Pursuant to Article 1, paragraph 732 of Law No. 160 of 27 December 2019, VLT slot machines must have a minimum payout of no less than 83% for each gaming system. The maximum permitted winning, excluding the jackpot, is €5,000 and, up to this amount, may be paid directly in the gaming room. Higher winnings are paid by the concessionaire in accordance with the procedures displayed to the public in the gaming venue or on the video gaming machine. The jackpot may have a maximum amount of €100,000 in respect of each gaming venue (although the frequency depends on the Random Number Generator of the game and not per day) and a

€500,000 maximum jackpot is set for all the VLT slot machines under the same game system (platform) in the whole country.

The games offered must not offend public decency or violate the provisions of the current copyright, trademark and patent law.

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 their government-issued health card to access the VLT machines from January 1, 2020.

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.

In addition, the win tax to be paid by players has increased to 20% on the quota of wins exceeding €200.

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) the 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 (after such renewal period has elapsed, in order to obtain a new license the Company has to participate in a new tender procedure once available) (Article 21, paragraph 4, of Law Decree No. 78 dated July 1, 2009), although they have been extended until the end of 2026, 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 for the ten existing network system operators to be authorized to install VLTs and to act as network system operators for VLTs. Unlike AWPs, there is no legal cap on the number of VLTs that can be granted by the ADM under the current legislation in force.

As of the date of this Offering Memorandum, we hold licenses to operate AWPs, and although we hold the concession, concessions are only required for AWPs to be connected to the ADM. We also hold a license as a network operator. No concession is required for AWPs to be operated themselves, but are required for their interconnection to the ADM.

Illegal slot 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 slot machines from 30 to 60 days. Illegal gaming activities are subject to jail terms from three to six years and a fine from €20,000 to €50,000.

Bingo Halls

In Italy, as of June 30, 2025, we wholly owned 12 Gaming Halls (which are reported under our Slots Italy Business Unit), out of which six are also bingo halls. Bingo hall licenses are subject to a nine-year expiry period, the most recent of which has been extended until the end of 2026. Licenses for Gaming Halls in Italy, without taking bingo halls into consideration, are not subject an expiry period. The operation of Gaming Halls has been permitted in Italy since 2000 (Ministerial Decree January 31, 2000, no. 29, issued pursuant to Article 16 of Law No. 133 of May 13, 1999). 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.

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.

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 2021 Italian Budget Law, due to the strain of COVID-19, extended the bingo concessions up until the tender procedure on September 30, 2023, on which a series of concessions of Gaming Halls in Italy, each for a term of nine years was planned to be awarded. The Italian Budget Law for 2025 (Law No. 207 of December 30, 2024) has further extended the terms of the bingo concessions up to December 31, 2026, subject to the payment of an extension fee of €108,000 per concession for each year of

extension (in relevant installments), in view of the launch of the new tender procedure. We expect new tenders for this concession to take place in 2026 or after.

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 bingo 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 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. The provisions of this law have not been implemented so far.

Regulation and Taxation of the Italian Gaming Industry

New Framework on Retail Gaming

Modernization of AWP technology is currently addressed in Article 15 of Law No. 111 of August 9, 2023. On this basis, the Government has been delegated to implement the reorganization of the existing provisions on public games. The new legislative framework regarding retail gaming, which has not been approved as of the date of this Offering Memorandum, will be contained in a subsequent legislative decree issued after the agreement between the state, regions and local authorities on the distribution of gaming venues in the Italian territory. The legislative decree, which is expected to be enacted in 2025, will also contain new technical rules to produce AWPs. Upon the enactment of such decree, we may face challenges in adapting our AWPs to the new technical rules. However, the closure of some bingo halls will depend on future tenders and their economic viability (and not directly on adapting our AWPs to the new technical rules). Hence, if the conditions of the new tender are not economically viable, this may imply the closure of some of the bingo halls.

As of the date of this Offering Memorandum, only online gaming has been reorganized by means of the Decreto Riordino. In light of the delay in the issue of the legislative decree for the reorganization of land-based gaming, the Italian Budget Law for 2025 provides for a further extension of the expiry date of the concessions for the terrestrial gaming (including those concerning VLTs, AWPs and Bingos) to December 31, 2026.

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 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.

Pursuant to Article 9 of Law Decree No. 87 of July 12, 2018 (the "*Decreto Dignità*"), any forms of advertising, direct or indirect, in relation to off-line and online gaming and betting are prohibited. The Law Decree allowed for the continuation of advertising contracts that were in force on July 14, 2018, as subject to previous legislation until their expiry date, but whose 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 competent authorities. Under the decree, we must also implement effective internal control measures and ensure adequate training to employees with respect to their obligations.

On February 15, 2019, the ADM published certain guidelines to prevent money laundering activities specifically in relation to concession operators (protocol No. 0027571/R.U.). The ADM guidelines introduced additional procedures and monitoring systems for VLTs concerning the tickets issued to customers following each game. As a consequence, VLTs' tickets now contain data such as the amount paid by the customer (coin in), the amount bet by the customer, gross and net win, the number of plays and the nominal value of the ticket (the amount due to the customer), the value of the win and other data, which is key to identify unusual factors from an anti-money laundering perspective. Cirsa Italia Holding S.p.A. has adopted specific and unique procedures to

comply with both current legislation and ADM guidelines. The information is also passed on to the tax authorities and the anti-money laundering competent authorities. In this regard, VLT's concessionaries notify the UIF (the Italian Financial Intelligence Unit, which is the competent anti-money laundering authority) bets considered suspicious according to the criteria they have established based on the ADM guidelines.

With regards to AWPs, given that they do not issue tickets and the maximum prize is €100, the anti-money laundering legislation is not applicable to them.

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 acts, 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.

Online Gaming & Betting Regulatory Framework

Online gaming regulation in Italy is now represented by the Legislative Decree No. 41 of March 25, 2024 ("*Decreto Riordino Online*"), which is in force and fully effective since April 4, 2024. The new regulation maintains the "concessionary regime" for online gaming activities: online gaming operators, which may be located in any member state of the EEA, are entitled to conduct online gaming in Italy provided that such operators hold a specific concession issued by the ADM in the framework of public tenders.

E-Play24 has participated to the new tender issued by the Italian government on December 17, 2024, for the awarding of online gaming concessions for a nine-year period against a payment of €7 million for each concession. The tender for the new online gaming concession provides that under each new license, an operator can operate a maximum of five brands. On September 17, 2025, E-Play24 was awarded three online gaming concessions. By October 22, 2025, the companies awarded online gaming concessions must submit the signed concession to the ADM along with the documentation required by the tender rules. In any case, within six months of the award of the concession, the party awarded the concession must proceed with the effective activation of the game in accordance with the procedures set out in the technical rules of the tender. The current operators have been granted a technical extension of the old online gaming concessions until November 12, 2025, pending the entry into force of the new concessions.

Additionally, in Italy, online gaming is also subject to the same restrictions applied to off-line gaming activities, including the Law Decree No. 87 of July 12, 2018, which prohibits any forms of advertising, even indirectly, in relation to gaming and betting and the Decree of the Ministry of Economy and Finance No. 666/2011.

Italian applicable law does not impose specific restrictions on the amount individuals are permitted to bet. However, each player, when opening a gaming account, must set a maximum daily, weekly or monthly deposit limit, and the player is not permitted to play once such limit has been reached. The player has the right to change the set limits, but any increase in the limit will take effect after seven days from the date of change, while reductions in limits take effect immediately.

Pursuant to Decreto Riordino Online, for the issuance of the new online gaming concession, any entity is required to comply with a set of requirements and conditions detailed in the Decreto Riordino Online and provided for in the tender notice and valid for the entire duration of the concession, in particular:

- possession of adequate experience and morality in the exercise of the activity of management and collection of games in one of the states of the European Economic Area and for the two fiscal years closed prior to the date of submission of the application, total revenues of not less than €3 million;
- the ownership of a technical-infrastructural capacity not less than that required by the ADM with the call for tenders supported by a technical report sworn by an independent third-party;
- the submission of an investment plan sworn by a third-party with a specific report on its sustainability proportioned with the duration and conditions governing the concessionary relationship;

- the commitment (conditional on the awarding of the concession) to the issuance in favor of the ADM of a guarantee;

- the payment of a one-time amount of €7 million for each license applied for.

Regarding the protection of players' health, the Decreto Riordino Online states that online gaming and the manner in which it is carried out must be supported by suitable advanced technology tools, with special regard also to artificial intelligence ones. For the protection of pathological gaming, the Decreto Riordino Online provides for certain criteria to be met, including:

- self-restraining measures for online gaming in terms of time, expenditure and loss of money, in particular, the current requirement that the online gaming operator must require the player, when opening a gaming account, to set a daily, weekly or monthly maximum deposit limit. The player has the option to change the set limits, but any increase will only take effect after seven days, while reductions will take effect immediately;

- introduction of automatic messages during the online game highlighting the duration of the game, real-time information to players on spending levels, when exceeding a certain preset time limit etc.;

- the current requirement that online gaming operators must provide players with tools for self-exclusion from gaming on a particular platform or on all gaming platforms in the territory, for a time period determined by the player himself; and

- engagement with online gaming sites on problematic gaming and the tools offered for prevention of pathological gaming and support to players.

Similar measures are likely to be requested for retail gaming through the establishment of a new legislative framework regarding retail gaming, expected to be contained in a subsequent legislative decree issued after an agreement has been reached between the state, regions and local authorities on the distribution of the gaming venues in the Italian territory.

The concessionaire must annually invest an amount equal to the 0.2% of its net revenues (in any case such amount not exceeding €1,000,000 per year) in information campaigns or responsible communication initiatives on topics, as annually determined by a government commission.

With regard to the procedure for the forfeiture or revocation of a gaming concession, the Decreto Riordino Online delegates to the ADM the means for assigning to the concessionaires a deadline for removing the causes that otherwise would lead to revocation or forfeiture of the concession.

In addition, to ensure the principle of stability of the concession rules, the Decreto Riordino Online regulates contractual fairness and the possibility for the concessionaire to agree with the ADM on an early expiration of the concession(s). Furthermore, to ensure stability of concession rules, it is provided that the fee and taxation regime of gaming activities shall not change during the concession's term and effectiveness.

According to the new online gaming tender, operators granted a license will pay as yearly rent an amount equal to 3% on gross gaming revenues and will be permitted to offer one website per license. The ADM will also be able to block payments to unlicensed gaming operators targeting the market.

Under the current regulatory framework, the online gaming tax varies depending on the type of Gaming and Betting game. For example, gaming taxes for online sports betting, digital betting and casino games are 24.5%, 24.5% and 25.5% of GGR (i.e., gross income after prizes payments), respectively. The gaming taxes for online card games is 25% of RAKE (i.e., the percentage of prizes paid out, from which the casino earns a 10%-15% fee). Finally, gaming taxes for poker, fixed-odds horse-racing (i.e., players bet "against the house," and if they win, they are paid the predetermined odds) and totalizer horse-racing (i.e., a type of bet where the prize is determined based on the total amount wagered by all players) are 25% of collection (i.e., gross income before prizes payments), 47% of GGR and between 3% to 6% of collection, respectively.

Anti-money laundering legislation is also applicable to online gaming. The ADM guidelines provide for the adoption by online concessionaires of tools that allow them to verify the identity of each customer who opens gaming accounts and any anomalies in the movement of such accounts.

Dominican Republic

The gaming industry in the Dominican Republic is regulated by the Ministry of Finance of the Dominican Republic *(Ministerio de Hacienda de la República Dominicana)* 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 are issued to the owner of the site on which the Casino will operate. Five of our subsidiaries in the Dominican Republic have entered into operating agreements with local companies, pursuant to which we manage six Casinos. In the Dominican Republic, the number of Casinos is not limited by region or inhabitant. Accordingly, any hotel owner may apply for a Casino license. Furthermore, Casinos are not subject to gaming-specific corporate taxes or mandatory payouts.

Online gaming is allowed and regulated in the Dominican Republic pursuant to Resolution nº 136-2024.

Taxation

In the Dominican Republic, the total fixed taxation structure for casino gaming is based on the number of tables and slots, with monthly tax rates of DOP 70,450 (approximately, €1,065 per table per month) for up to 15 tables or slots, DOP 81,288 (approximately, €1,229 per table per month) for 16 to 36 tables or slots, and DOP 108,284 (approximately, €1,637 per table per month) for more than 36 tables or slots. For the year ended December 31, 2024, the Dominican Republic's corporate income tax rate was 27%. However, gambling activity is exempted insofar as the gambling tax replaces the corporate income tax.

Peru

Casinos

The gaming industry in Peru is regulated by the Ministry of Foreign Trade and Tourism pursuant to national legislation concerning the regulation of games of chance adopted in 1999. Law 27153/1999 establishes the main legal framework for the operation of Casinos and slot machines in the country, operations that form part of the tourism industry in Peru. Law 27153 also establishes the main requirements for the operation of gaming venues and minimum technical standards required for the operation of gaming equipment.

In Peru, Casino licenses are granted to hotels and restaurants included in the "five forks" category (i.e., the highest rating of quality services). The license's maturity term is five years and can be automatically renewed for periods of four years.

Taxation

In Peru, Casino table games are subject to a 12% tax on GGR per table, while slot machines are regulated and taxed by the Peruvian General Dicterorate of Casino Games and Slot Machines (*Dirección General de Juegos de Casino y Máquinas Tragamonedas*) at an average annual rate of PEN300 ($111) per machine.

For the year ended December 31, 2024, Peru's corporate income tax rate was 29.5% with no payouts or wagers.

Online Gaming & Betting

The Online Gaming & Betting sector is also regulated at a national level in Peru. The license for Online Gaming & Betting operations is granted by the regulator for a period of six years.

With regard to online gaming and betting taxation, Law No. 31557, enacted in 2022, establishes the legal framework for the operation of online sports gaming and betting in Peru. This regulation not only regulates operational and technical aspects of the sector, but also introduces a specific tax regime made up of two taxes: (i) the tax on online games and online sports betting (the "*Peruvian Online Gaming Tax*"), and (ii) the selective consumption tax. The operation of both taxes was subsequently developed through Legislative Decree No. 1644, Supreme Decree No. 253-2024-EF and Superintendence Resolution No. 000010-2025/SUNAT. However, Law No. 31557 did not enter into force until February 10, 2024, due to delays in the publication of its regulation and these taxes, the Peruvian Online Gaming Tax and the selective consumption tax did not come into force until April 1, 2024.

The Peruvian Online Gaming Tax applies to operators of online gaming and betting technology platforms, with a rate of 12% per month on a taxable base that is calculated separately for each platform. This

base is equivalent to 98% of the monthly net income, considering as income the money and bonuses applied to each game or bet, and as expenses the returns and prizes credited to players. In other words, it is a tax levied on the net income of the operator, reflecting his effective profit after paying prizes.

On the other hand, the Selective Consumption Tax also applies to remote games and betting, but this tax is levied on the total amount of money and bonuses applied to each game or bet, without deducting prizes or returns. Currently, the Selective Consumption Tax rate is 0.3% until June 30, 2025, and will increase to 1% as of July 2025, as provided by Supreme Decree No. 008-2025-EF. This structure makes the Selective Consumption Tax a turnover-type tax, which is levied on the total volume of bets placed, regardless of the operator's profitability. Without prejudice the abovementioned, a modification of the Peruvian Online Gaming Tax is under discussion in Peruvian Congress, which may reduce the fiscal burden of these taxes, but, as of the date of this Offering Memorandum, it is not clear when can be approved and whether it will have any retroactive effects, and therefore applies to the entire year 2025 or only to part of it.

Currently, a modification of the Peruvian Online Gaming Tax is under discussion in Peruvian Congress, which may reduce the fiscal burden of these taxes, but, as of the date of this Offering Memorandum, it is not clear when can be approved and whether it will have any retroactive effects, and therefore applies to the entire year 2025 or only to part of it.

Costa Rica

Casinos

The gaming industry in Costa Rica is regulated by the Ministry of Public Security pursuant to national legislation concerning the regulation of games of chance adopted in 1922. Law No. 3/1922 establishes Costa Rica's main gaming legal framework.

In Costa Rica, Casino licenses are granted by the regulator in favor of hotels. For example, the Company has signed a management agreement with a hotel for a certain period that can range from five to 20 years.

Taxation

In Costa Rica, gaming taxes for both Casino tables and slot machines include a variable component of 10% of the Total Net Result (before CIT) per table or slot machine. The fixed component for tables is 60% of the minimum Costa Rican salary (CRC 277,320), while for slot machines, it's 10% of the minimum salary (CRC 46,220).

Morocco

In Morocco, each Casino has its own regulation (*Cahier des Charges*). In six out of the seven Casinos authorized to operate in Morocco (including our three Casinos), there is a limitation of entry imposed on Muslim residents in the country, although the Casinos have no entrance registry.

Online gaming only exists for betting, which is operated by a state agency, "*Marocaine des Jeux et des Sports*," with 1,500 points of sale, whereas casino games are not allowed.

Casinos

The gaming industry in Morocco is regulated by the Ministry of Public Security pursuant to national legislation concerning the regulation of games of chance adopted in 2002.

In Morocco, Casino licenses are granted by the government in favor of the hotels with no maturity term. In the past, the Company subscribed to a management agreement with a hotel to operate the Casinos within their premises.

Taxation

In Morocco, gaming taxes for both Casino tables and slot machines consist of a variable component per slot or table, which is 6% of operating revenues (i.e., on a gain of 100 monetary units by the Casino, 20% VAT would be paid, and on the differential of 80 monetary units, a 6% gambling tax is paid).

Puerto Rico

Puerto Rico is home to several Casinos and gaming halls and one racetrack and, notably, recently legalized sports betting and slot machines outside Casinos and gaming halls. The Puerto Rico gaming commission is tasked with regulating all forms of gambling.

In 2022, Puerto Rico launched its commercial retail sports betting market, followed in June 2023 with the launch of its online sports betting market. Horse race betting in Puerto Rico is monopolized by the island's sole racetrack, which operates a horse race betting website and a network of off-track betting outlets. These off- track betting outlets are also permitted to offer video lottery terminals (VLTs). Casino licenses are legal and regulated but granted only within hotels. However, recent regulatory developments have authorized the licensing of up to 45,000 slot machines that were illegally operating outside Casinos and gaming halls and these hotels.

Relevant regulations in Puerto Rico include: (i) Law 81/2019, which created the gaming commission and authorized sports betting, fantasy sports and slot machines outside Casinos and gaming halls; (ii) Law 221/1948, which established the legal framework for gaming activities in Puerto Rico; (iii) Law 11/1933, which established the legal framework for slot machines; and (iv) Law 83/1987, which regulates horseracing activities.

Currently, our land-based betting terminals are operated in partnership with Hipódromo Camarero as bets can be placed at the racetrack and on slot machines outside Casinos and gaming halls. In addition, our online gaming license is currently pending approval by the gaming commission. As of the date of this Offering Memorandum, the Company intends to operate only in the online and betting market in Puerto Rico.

The minimum cost for an internet betting license is $50,000 per year, and licenses are granted for a period of three years. Applicants seeking an operator license must complete several disclosure requirements, including a business entity disclosure form. Internet betting operators must maintain at least one physical operating space or office with the capacity to provide customer service and respond to player complaints.

Taxation

Online sports betting revenue is taxed at 12% and land-based betting revenue is taxed at 7%, both subject to an additional 0.25% additional federal excise tax on handle. Winnings are not taxed in Puerto Rico.

MANAGEMENT

We have presented below the corporate governance structure of the Issuer, the Company and Cirsa Gaming as of the date of this Offering Memorandum.

The Issuer

The Issuer is a private 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 business address for each member of the Issuer's board of managers is 2-4, rue Eugène Ruppert, L-2453 Luxembourg.

The Company

The Company is a public limited liability company (*sociedad anónima*) 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. On July 9, 2025, upon completion of the Cirsa IPO, the Company's ordinary shares were admitted to trading on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges.

Board of Directors

The following table presents, as of the date of this Offering Memorandum, the names, functions and ages of the members of the Company's board of directors.

Name	Age	Title
Joaquim Agut Bonsfills	71	Executive Chairman
Antonio Hostench Feu	57	Chief Executive Officer
Lionel Yves Assant	56	Vice-chairperson
Miguel García Gómez	35	Director
Paloma Beamonte Puga	56	Lead Independent Director
Bernardino Cortijo Fernández	64	Director
María Aranzazu Díaz-Lladó Prado	52	Director
Rocío Fernández Funcia	57	Director
Rocío Martínez-Sampere Rodrigo	51	Director

Joaquim Agut Bonsfills 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). In addition, he currently serves as an independent director of the Uriach Family Ownership Board. He received degrees in Business Administration from IESE Business School (1980) and Electrical Engineering from the Universidad Politécnica de Catalunya (1977).

Antonio Hostench Feu currently serves as Chief Executive Officer of the Company and joined Cirsa in June 2008. Prior to his current role, Mr. Hostench was the President and a board member of *Sportium* from June 2008 to April 2022. 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 Business School (1994) and in Industrial Engineering from the Universidad Politécnica de Catalunya (1990).

Lionel Yves Assant joined Cirsa in 2018. Mr. Assant is the Global Co-Chief Investment Officer of Blackstone, which he joined in 2003, and also serves as Blackstone's European Head of Private Equity. Mr. Assant has significant experience as a director of several companies such as Clarion Events, BME (formerly CRH

Building Materials Distribution), Bourne Leisure, VFS and Adevinta. Before joining Blackstone, Mr. Assant was an Executive Director at Goldman Sachs in the Mergers & Acquisitions, Asset Management and Private Equity divisions. Mr. Assant graduated from the École Polytechnique with a Master's degree in Economics.

Miguel García Gómez is a Managing Director at Blackstone's Private Equity Group, based in London. Mr. García Gómez focuses on investments in the Leisure, Consumer and Technology sectors in Europe, as well as investments across sectors in Spain. Since joining Blackstone in 2014, Mr. García Gómez has been involved in the execution of Blackstone's investments in Center Parcs, Tangerine, Cerdia, Cirsa, The NEC, Bourne Leisure, Civica and Ambassador Theatre Group. He currently serves on the board of the Company, Civica, and The NEC. Mr. García Gómez received a MSc with a Major in Finance from HEC Paris and a MSc and BSc in Civil Engineering from the Universidad Politécnica de Madrid.

Paloma Beamonte Puga joined Cirsa in 2024. Ms. Beaumonte is the Lead Independent Director of the board of the Company. Ms. Beamonte is currently an independent director at Denarius Finance, an independent director, a member of the Appointments and Renumeration Committee and the Audit Committee at Pelayo Mutua de Seguros and President and Advisory Board member of Club de Excelencia en Gestion. Prior to these roles, she served as Corporate Manager and member of the Strategy Committee of Oesía Group, Global Head of Business Development of Axialent (2021-2022), Vice President for Southern Europe at Xerox (2019-2020), Chairperson and Spain President and General Manager at Xerox (2010-2020) and Chairperson of the Human Resources Committee of AMCHAM Spain (Cámara de Comercio Americana en España). She received degrees in Information Science from the Universidad Complutense de Madrid and has received certificates for completing various INSEAD (Institut européen d'administration des affaires) development programs as well as other leadership and VP development programs from the High Performance Center Development (London) and the Center for Creative Leadership (North Carolina).

Bernardino Cortijo Fernández joined Cirsa in 2024. He began his professional career in the national police force where he became commissioner, is one of the founders of the Central Unit for Technological Crimes and is a member of the EU Cooperation Group on Security of Network and Information Systems. He held multiple roles at Telefónica, S.A., including VP and Director (2002-2016) and General Secretary of the Security Committee (2004-2016), while he has also served as executive manager and COO of Grupo COMFICA. He currently serves as an Advisory Partner of DACOR Intelligence and an Advisor at AEDS (Asociación de Directores de Seguridad). He received degrees in Mathematics with a specialization in Operational Research from the UNED, in Civil Engineering from the Universidad Politécnica de Madrid and in Law with a specialization in cybercrime from the Universidad de Nebrija.

María Aranzazu Díaz-Lladó Prado joined Cirsa in 2024. She spent her professional career in the consultancy sector, as a consultant for several organizations including the UN and the Madrid Chamber of Commerce and Industry, and, in particular, the Telefónica Group, where she served as Manager of Public Affairs (2004-2013), Chairperson of the Latin American Telecommunications Industry Association (2011-2015), Global Director of Institutional Affairs (2004-2015) and Director of Purpose, Diversity and Agenda 2030 (2015-2021). She currently serves as the Chief Sustainability Officer of Twinco Capital and is a member of the board of ATAM. She received a degree in Management (in France and Spain), a Master of Science from London School of Economics (LSE) and has enrolled in multiple programs such as the Executive Program on Corporate Governance at ESADE.

Rocío Fernández Funcia joined Cirsa in 2024. She has extensive audit experience, beginning her professional career as an auditor at PricewaterhouseCoopers, where she spent more than 30 years in various roles, including as Partner in charge of the Capital Markets and Accounting Advisory Services Group (2005-2020) and a member of the Audit and other Assurance Services Leadership Team (2015-2020). Since 2023, she has chaired the Audit and Compliance Committee of the Unicaja Group, from March 2021 to March 2025, she chaired the Audit Committee of Avanza Previsión, Compañía de Seguros, S.A. and since 2022 the Audit and Risk Committee of Cofides, S.A. Ms. Fernández is also member of the Risk Committee of Unicaja Group and of the Sustainability Committee of Cofides, S.A. She received a degree in Business and Administration with a double major in Finance and Audit from the Universidad Complutense de Madrid and a diploma in Corporate Governance from the Institute of Directors of Spain.

Rocío Martínez-Sampere Rodrigo joined Cirsa in 2023. Before joining Cirsa, she was an economic analyst in Ideas Economics for Southern European economies. Subsequently, she held a position as Head of the President's Office at the International Information and Documentation Centre (CIDOB) in Barcelona (2001-2003) and as economic advisor for the government of Cataluña (2003-2006) as well as member of the regional parliament (2006-2015). Since 2015, Ms. Martínez-Sampere has been the manager of the foundation of Felipe González. She

has experience in the advisory boards of Godó Group and Hermés foundation. Additionally, she is member of the board of FIATC and the chairperson of its Audit Committee. She holds a Bachelor's degree in Economics from the Universidad Pompeu Fabra and Master's degree in Economics and Government and Public Administration each from the London School of Economics.

Committees

Subsequent to the Cirsa IPO, Cirsa established three sub-committeees: the Audit and Compliance Committee (*Comisión de Auditoría y Cumplimiento*), the Appointments and Remuneration Committee (*Comisión de Nombramiento y Retribuciones*) and the Sustainability, Technology and Innovation Committee (*Comisión de Sostenibilidad, Tecnología e Innovación*).

Audit and Compliance Committee

The following table presents, as of the date of this Offering Memorandum, the names and titles of the members of the Audit and Compliance Committee.

Name	Position/Title
Ms. Rocío Fernández Funcia	Chairperson
Mr. Bernardino Cortijo Fernández	Member
Ms. Rocío Martínez-Sampere Rodrigo	Member
Ms. María Aranzazu Díaz-Lladó Prado	Member
Mr. Miguel Vizcaíno Prat	Secretary (non-member)
Mr. Javier Flores González	Vice-secretary (non-member)

The Audit and Compliance Committee ensures the integrity of the Group's financial and sustainability reporting and provides oversight and review of the Group's systems and policies for internal control and risk management. It meets at least six times a year.

Appointments and Remuneration Committee

The following table presents, as of the date of this Offering Memorandum, the names and titles of the members of the Appointments and Remuneration Committee.

Name	Position/Title
Ms. Paloma Beamonte Puga	Chairperson
Ms. Rocío Fernández Funcia	Member
Ms. Rocío Martínez-Sampere Rodrigo	Member
Mr. Miguel García Gómez	Member
Mr. Miguel Vizcaíno Prat	Secretary (non-member)
Mr. Javier Flores González	Vice-secretary (non-member)

The Appointments and Remuneration Committee is responsible for appointments and remuneration of executive directors and senior management and oversees Cirsa's overall remuneration policy and corporate governance. It meets at least four times a year.

Sustainability, Technology and Innovation Committee (the "CSTI Committee")

The following table presents, as of the date of this Offering Memorandum, the names and titles of the members of the CSTI Committee.

Name	Position/Title
Ms. María Aranzazu Díaz-Lladó Prado	Chairperson
Mr. Bernardino Cortijo Fernández	Member
Ms. Paloma Beamonte Puga	Member
Mr. Miguel Vizcaíno Prat	Secretary (non-member)
Mr. Javier Flores González	Vice-secretary (non-member)

The CSTI Committee provides guidance and recommendations on the development and implementation of environmental and social policies, strategies, programs, and initiatives that align with the Group's values, objectives, and interests. It meets at least three times a year.

Cirsa Gaming

Management Body

As of the date of this Offering Memorandum, Cirsa Gaming's management body consists of Joaquim Agut Bonsfills, Executive Chairman of the Board and Antonio Hostench Feu, 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 names, functions and ages of the executive and divisional officers of the Group:

Name	Age	Title
Joaquim Agut Bonsfills	71	Executive Chairman
Antonio Hostench Feu	57	Chief Executive Officer
Business Divisions		
Carlos López Reboredo	68	Director of the Slots Spain Business Unit
Xavier Serra Adelmar	57	Director of the B2B Business Unit
Moisés Sanjuan Altimira	51	Director of the Casinos Business Unit
Manuel Mateo Estany Espinalt	63	Director of the Gaming Halls Business Unit (*Bingos y Salones*) (Spain)
Alberto Eljarrat Esebag	56	Director of the Online Gaming & Betting Business Unit
Paolo Azzini	62	Director of the Slots Italy Business Unit
José Molina Martínez	62	Director of Slots Spain – Partner Business Unit
Corporate Areas		
Antonio Grau Folguera	58	Chief Financial Officer
Miguel Vizcaino Prat	62	Chief Legal Officer
Ruben Bastida Martinez	49	M&A and Corporate Development Director
Juan Ignacio Grau Trullas	54	Chief Information Officer
Carlos Duelo Riu	57	Sustainability Corporate Director
Juan Ramon Balague Ribalta	59	Internal Audit Corporate Director
Rafael Echevarria Olabarria	52	Corporate Image and Communications Director
Luis María Maza Goicoechea	51	Global Sourcing Director
Roger Vidal Contreras	47	Corporate Controlling Director
Laura Bernat Moragues	38	Strategy and Projects Director
Moisés Medina Morales	50	Inspection and Risks Director
Francisco Javier Cots Vega	64	Chief People and Talent Officer

Set forth below is certain biographical information concerning the above individuals not otherwise described:

Carlos López Reboredo (Director, Slots Spain Business Unit) is Cirsa Gaming's Director of the Slots Spain Business Unit since January 2015. Before joining the Group, Mr. López worked as a Managing Director, Corporate Manager and Chief Financial Officer at Egasa XXI. Mr. López obtained a degree in economics at Universidad Santiago de Compostela, a Master's Degree in Environment Education by UNED University and a PMD in Management by ESADE.

Xavier Serra Adelmar (Director, B2B Business Unit) is the Director of the B2B Business Unit, since 2023. Since Mr. Serra joined the Group in 2009, he has held different positions, such as Project Technician, Technical Manager and BTM Manager, as well as Manager of Machine Operations. Before joining the Group, Mr. Serra held the position of Commercial Director at Bally Technologies and was a Project Manager. He holds a degree in Telecommunications from La Salle/Universidad Politécnica de Cataluña, as well as an Executive MBA from EAE Business School.

Moisés Sanjuan Altimira (Director, Casinos Business Unit) is the Director of the Casinos Business Unit since 2022. Prior to that, since Mr. Sanjuan joined the Group, he has held several positions, such as Project Manager, Business Development Manager, as well as Chief of Operations and Director of the Gaming Halls Business Unit (Spain). Prior to joining the Group, he worked as a controller for Atletic Terrassa HC. He holds a Business Administration degree and a Master's in Business Administration, both from ESADE.

Manuel Mateo Estany Espinalt (Director, Gaming Halls Business Unit) is Cirsa Gaming's Director of the Gaming Halls Business Unit (*Bingos y Salones*) (Spain) since 2022. Before joining the Group, he was Managing Director of La Sirena Alimentación, and previously Marketing Director at Moet Hennesy España. He holds a Business Administration degree and a Master's in Business Administration, both by ESADE. In addition, he has participated in a specialization program as Managing Director from Universidad de Navarra.

Alberto Eljarrat Esebag (Director, Online Gaming & Betting Business Unit) is the Director of the Online Gaming & Betting Business Unit. Previously, he was the Director of New Markets of Cirsa. Prior to joining the Group, Mr. Eljarrat was an accountant at Gaston B. Creaciones. He holds a degree in Economics from Universidad de Barcelona and he obtained a PPD at IESE.

Paolo Azzini (Director, Slots Italy Business Unit) is the Director of the Slots Italy Business Unit, since 2019. Previously, he was country manager in PRINGSA. Before joining the Group, he was General Manager of Equipment & Operation of Snai S.p.A., country manager in Italy for Carl Zeiss, S.p.A. and General Manager of several divisions for L'Oreal Italia and L'Oreal Venezuela & Colombia. He holds a Law degree from Università degli Studi (Milán) and a Master's in General Management from INSEAD Fountainebleau.

José Molina Martínez (Director, Slots Spain – Partners Business Unit) is the Director of the Slots Spain - Partners Business Unit since 2014. Previously, he held different positions in Cirsa, such as Accounting Manager and Manager of Slot-Partners in several companies of the Group. Mr. Molina holds a university degree in Economics from the Universidad Autónoma de Barcelona.

Antonio Grau Folguera (Chief Financial Officer) joined the Group in July 2020 as Chief Financial Officer. He has extensive experience in corporate finance, having served as Managing Director at Factor Energia, and as CFO for multinational corporations such as Grupo Planeta, Vueling and Celsa while he has also worked as an Auditor at KPMG. Mr. Grau holds a degree in Business Administration from ESADE, a degree in Law from Universitat de Barcelona and an Advanced Management Program degree from IESE Business School.

Miguel Vizcaíno Prat (Chief Legal Officer) has been the Chief Legal Officer of Cirsa Gaming since 1999 and has been in the Group since 1990, when he joined the Legal Department. Prior to joining the Group, Mr. Vizcaíno was a lawyer at Gilabert Servicios. Mr. Vizcaíno holds a degree in Law from Universidad Autónoma de Barcelona and a Master's in Corporate Legal Consultancy from Instituto de Empresa.

Ruben Bastida Martínez (M&A and Corporate Development Director) is Cirsa's M&A and Corporate Development Director since 2022. Previously, when he joined the Group in 2015, he held the position of Corporate Development Manager. Prior to joining Cirsa, Mr. Bastida was a Project Manager at Roland Berger Strategy Consultants, an Executive Director of Corporate Strategy at Endemol and a Freelance Consultant in the banking sector for several years. Mr. Bastida holds a degree in Business Administration and a Master's in Business Administration, both from ESADE.

Juan Ignacio Grau Trullas (Chief Information Officer) is the Chief Information Officer at Cirsa since 2008. Prior to joining Cirsa, he was a Manager at CTTI, a Project Manager at General Electric and an Analyst at Agut, S.A. In terms of education, Mr. Grau completed a Financial Management program at EUNCET and a Corporate Development program at ESADE.

Carlos Duelo Riu (Sustainability Corporate Director) is Cirsa's Sustainability Corporate Director since 2022. He joined the Group in 1995 and, since then, he has held various management positions, such as Director of the Slots Spain Business Unit and Corporate Director of Institutional Relations. In the past, Mr. Duelo worked as an Accountant at Estructuras Modulos y Sistemas and was the Deputy Manager at Asoc. M. Equipamiento Comercial. Mr. Duelo holds an economics degree by Universitat Autónoma de Barcelona and a Master's degree in Marketing and Sales Management by ESIC.

Juan Ramon Balague Ribalta (Internal Audit Corporate Director) is Cirsa's Internal Audit Corporate Director since September 2016. Previously, he held various management positions in the Group, such as Manager of the Treasury Department. Prior to joining the Group, Mr. Balague was an auditor for KPMG Peat Markick and also worked for Panasonic for six years. Mr. Balague holds a Business Administration degree and a Master's degree in Business Administration both from ESADE.

Rafael Echevarria Olabarria (Corporate Image and Communications Director) is Cirsa's Corporate Image and Communications Director, a position which he holds since joining the Group in January 2023. Before joining Cirsa, Mr. Echevarría was a founder of and partner at Dircom Partners. Previously, he had held leadership

roles in corporate communications department at companies such as Areas, Diversey and Sealed Air Corporation. Mr. Echevarría holds a degree in Business Administration from Universidad del País Vasco, as well as a Master's degree in Business Administration from IESE Business School.

Luis María Maza Goicoechea (Global Sourcing Director) joined Cirsa in April 2023 as Global Sourcing Director. Prior to joining the Group, he was the Global Supply Chain Manager at GE Renewable Energy and served as Global Sourcing Director at Alstom Transporte. Mr. Maza holds a degree in Industrial Engineering from Universidad de Navarra, and a Master's in Business Administration from EAE Business School.

Roger Vidal Contreras (Corporate Controlling Director) was appointed Corporate Controlling Director in January 2019. Prior to his role, and since he joined Cirsa in 2009, Mr. Vidal assumed various positions such as Manager of Controlling in different business units. Before joining the Group, Mr. Vidal had worked as a controller, finance advisor and auditor for brands such as Banco Popular and Schneider Electric Industries. Mr. Vidal holds a degree in Economics from Universitat Autonoma de Barcelona and a Master's in Business Administration from La Salle.

Laura Bernat Moragues (Strategy and Projects Director) is the Projects and Strategy Director, since 2023. Since she joined Cirsa in 2017, she has held different positions, such as International Development Manager and Corporate Development Manager. Before joining Cirsa, Ms. Bernat held the position of Operations Manager at American Express and was a consultant at Minsait. She holds an MBA from IESE Business School as well as a Master's of Science in Industrial Engineering from the Universidad Politécnica de Cataluña.

Moisés Medina Morales (Inspection and Risks Director) was appointed Inspection and Risks Director in 2025. Before joining Cirsa, Mr. Moisés Medina was a police officer who held different positions within the police force at a national and international level, while he was also a member of the Andbank Group Steering Commitee. He holds a Public Security degree from Academia General Militar de Oficiales de la Guardia Civil and has completed a Master's degree in Security.

Francisco Javier Cots Vega (Chief People and Talent Officer) joined Cirsa Gaming in April 2000. Prior to joining the Group, Mr. Cots was the HR Manager at BIC Graphic Europe, HR Manager at Gates Vulca, Industrial Labor Relations Manager at Pirelli Neumáticos and Deputy Human Resources Manager at Laboratorios Ausonia. He holds a university degree in Law from UOC - Universidad Abierta de Cataluña and a degree in Economics from Universidad de Barcelona. In addition, Mr. Cots has a Master's in Human Resources Management from EADA Business School.

The business address for each of the members of the board of directors and senior management of Cirsa Gaming is Carretera de Castellar, 298, 08226, Terrasa (Barcelona), Spain.

Compensation

Current Compensation

For the six months ended June 30, 2025 and the year ended December 31, 2024, we paid an aggregate of €5.1 million and €12.2 million, respectively, 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.

Long Term Management Incentive Plan

On October 17, 2024, the board of managers of LHMC Midco S.à r.l. and the board of directors of the Company approved the terms of the Long-Term Incentive Plan 2025-2029 (the "*LTIP*"), which took effect following the Cirsa IPO. The LTIP is targeted at all of the members of the senior management as described above, including our Chief Executive Officer, and up to 50 key employees of the Company who shall be expressly invited by the board of directors of the Company to participate in the LTIP (the "*LTIP Participants*"). In any case, the Executive Chairman of the Company will not be a participant of the LTIP. Further to the completion of the Cirsa IPO, the board of directors of the Company, following a proposal made by the Appointments and Remuneration Committee,has approved the regulation on the LTIP, and has designated the initial 51 LTIP Participants, including our Chief Executive Officer, and the allocation of the performance shares.

SHAREHOLDERS

The Issuer is a wholly owned subsidiary of the Company. As a result of the Cirsa IPO, the Company is a publicly listed company on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges. As of the date of this Offering Memorandum, a holding company controlled by Blackstone is the principal shareholder of the Company. The ownership of the Company's equity is as follows: 78.4% of the ordinary shares of the Company are beneficially owned by Blackstone, 3.6% are beneficially owned by certain members of the Group's management team and 18.0% are publicly held on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges.

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 June 30, 2025, Blackstone had $1.2 trillion in total assets under management. This is comprised of $388.9 billion in private equity funds, $325.0 billion in real estate funds, $90.0 billion in multi-asset investing and $407.3 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.

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 €5.1 million, €5.8 million and €6.8 million in 2022, 2023 and 2024, respectively, and certain other long-term benefits, such as bonuses and multi-year incentive plans, in the amounts of €3.4 million, €3.8 million and €5.3 million in 2022, 2023 and 2024, 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 evaluates 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.

Other Services

We may engage the services of Blackstone and its affiliates from time to time to provide certain financial, monitoring and capital markets related advisory and consulting services in connection with the Group's financing transactions. In connection with such services, Blackstone and its affiliates may receive customary fees. For more information, see "*Plan of Distribution*."

DESCRIPTION OF OTHER INDEBTEDNESS

The following is a summary of the material terms of our principal financing arrangements after giving effect to the Cirsa IPO and 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.

2028 Fixed Rate Notes

Overview

On July 19, 2023, the Issuer issued €375,000,000 aggregate principal amount of euro denominated 7.875% Senior Secured Notes due 2028 (the "*2028 Fixed Rate Notes*") pursuant to the 2023 Indenture. The gross proceeds from the issuance of the 2028 Fixed Rate Notes were used, together with the proceeds of certain senior secured floating rate notes due 2028, to redeem in full the entire outstanding amount of the remaining senior secured notes due 2023, to redeem the entire outstanding amount of certain senior secured floating rate notes due 2025 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 arrears on each April 30 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.

The Issuer may also redeem all, but not less than all, of the 2028 Fixed Rate 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 Fixed Rate Notes.

Guarantees

The Issuer's obligations under the 2028 Fixed Rate Notes are guaranteed on a senior secured basis by the same guarantors that guarantee the 2029 Notes and that will guarantee the Notes.

Security

The 2028 Fixed Rate Notes are secured by certain assets that constitute the same collateral that secure the 2029 Notes and that will secure the Notes.

Certain Covenants and Events of Default

The 2023 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 the 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 Fixed Rate Notes.

2029 Notes

Overview

On February 13, 2024, the Issuer issued €450,000,000 aggregate principal amount of euro denominated 6.500% Senior Secured Notes due 2029 (the "*2029 Notes*") pursuant to the 2023 Indenture. The gross proceeds from the issuance of the 2029 Notes, together with the gross proceeds from the issuance of the certain senior secured floating rate notes due 2028, were used to redeem the entire outstanding amount of certain euro denominated senior secured notes due 2025, to redeem a portion of certain euro denominated PIK notes due 2025 issued by Finco 2 as well as a portion of the certain euro denominated senior secured notes due 2027, to pay expenses and for general corporate purposes.

Interest Rate

The 2029 Notes accrue interest at a rate of 6.500% per annum. Interest on the 2029 Notes is payable semi-annually in arrears on each April 15 and October 15.

Prepayments and Redemption

The 2029 Notes may be redeemed in whole or in part at any time on or after February 13, 2026, at the established redemption prices. Prior to February 13, 2026, the 2029 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 2029 Notes, plus accrued and unpaid interest and additional amounts, if any, plus the applicable "make whole" premium. 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 2029 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 February 13, 2026, the Issuer may, during each twelve month period commencing with the issue date of the 2029 Notes, redeem up to 10% of the aggregate principal amount of the 2029 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 2029 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 2029 Notes.

Guarantees

The Issuer's obligations under the 2029 Notes are guaranteed on a senior secured basis by the same guarantors the 2028 Fixed Rate Notes and that will guarantee the Notes.

Security

The 2029 Notes are secured by certain assets that constitute the same collateral that secure the 2028 Fixed Rate Notes and that will secure the Notes.

Certain Covenants and Events of Default

The 2023 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 the 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 2029 Notes.

Senior Secured PIK Toggle Notes due 2030

Overview

On May 12, 2025, LHMC Finco 2 S.à r.l. ("*Finco 2*"), a parent company of the Issuer, issued €600,000,000 aggregate principal amount of euro denominated Senior Secured PIK Toggle Notes due 2030 (the "*PIK Notes*"). The gross proceeds from the issuance of the PIK Notes were used by Finco 2 to redeem the entire outstanding amount of the euro denominated PIK notes due 2025 issued by Finco 2, as well as to make an equity contribution to the Company to redeem the 2028 Floating Rate Notes 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. As of June 30, 2025, the outstanding amount of the PIK Notes was €600,000,000.

Interest Rate

The PIK Notes accrue interest at a rate of 8.625%/9.375% per annum. Interest on the PIK Notes is payable semi-annually in arrears on each May 15 and November 15. The last interest payment 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 8.625% per annum and PIK interest will accrue at a rate of 9.375% per annum.

Prepayments and Redemption

The PIK Notes may be redeemed in whole or in part at any time on or after May 12, 2026, at the established redemption prices. Prior to May 12, 2026, 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 May 2, 2025.

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 Luxembourg law governed share pledges over the entire issued share capital of LHMC Holdco 2 S.à r.l. held by Finco 2 and LHMC Midco S.à r.l. held by LHMC Holdco 2 S.à r.l.

Acknowledgment Regarding Restricted Subsidiaries

The Company and its subsidiaries (including the Issuer) are not parties to the PIK Indenture and have not provided any guarantees, security or undertakings to comply with the terms of the PIK Indenture. Accordingly, the Company and its subsdiaries are not liable to pay the holders of the PIK Notes and in case of any breach under the PIK Indenture, the Company and its subisidiaries will have no contractual obligation in respect of the PIK Notes and such breach will not have any direct effect on their own debt. Although Finco 2, an indirect holding company controlled by Blackstone, is the issuer of the PIK Notes and is required to procure compliance of the PIK Indenture by its restricted subsidiaries (which includes the Company and its subsidiaries of the date of this Offering Memorandum), with reference to any subsidiary that is not wholly owned or in respect of which Finco 2 does not, directly or indirectly, have the right to appoint a majority of the directors thereof, such obligation shall be satisfied if Finco 2 uses commercially reasonable efforts to procure compliance by such subsidiary, whether or not such subsidiary actually complies. Any restrictions that relate to the Company and its subsidiaries under the PIK Indenture cannot be enforced by the holders of the PIK Notes against the Company and its subsidiaries as they are not obligors under such PIK Notes. As of the date of this Offering Memorandum, Finco 2 is a controlling shareholder of the Company and has appointed two proprietary directors to the Board of Directors of the Company, with the right to appoint a majority of the directors of the Company.

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, each as original borrower and original guarantor, entered into a €200,000,000 Revolving Credit Facility Agreement, with, among others, Deutsche Bank AG, London Branch, as facility agent, and Deutsche Bank Trust Company Americas, as security agent, as amended on August 8, 2018, May 21, 2018 and June 12, 2020 and as amended and restated on August 1, 2022, in respect of an upsize to €275,000,000, and as most recently amended and restated on November 6, 2024, in respect of, among other

things, an extension of the maturity date and a reduction of the margin (including each level of the ratchet mechanism).

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 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, in each case 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 purposes 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. The margin is subject to a ratchet mechanism 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 any 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 any Additional Facility will be as 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 arrears 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 relevant 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, 2029, subject to a "springing" maturity mechanism such that, if, with respect to each of the 2028 Fixed Rate Notes and the 2029 Notes (together, the "*Existing Notes*"), more than €250 million of any such series of Existing Notes remains outstanding as of the date that is three months and three business days prior to the maturity date of such series of Existing Notes, then the Revolving Credit Facility shall mature on the date that is three months prior to the upcoming maturity date for such series of Existing Notes.

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 sale of all or substantially all of the assets or in the case of illegality.

Guarantees

The Company and certain of its subsidiaries 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 permitted date of delivery of each set of the annual financial statements, 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 such date, subject to agreed security principles, the Company's additional restricted subsidiaries are required to become additional guarantors of the Revolving Credit Facility Agreement such that 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 such date.

Security

The Revolving Credit Facility is secured by the same collateral that secures the Existing Notes. 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.

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 also set forth in the 2023 Indenture and will be set forth in the Indenture. See "*—2028 Fixed Rate Notes—Certain Covenants and Events of Default*" and "*—2029 Notes—Certain Covenants and Events of Default*." 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 2023 Indenture and will be set forth in the Indenture, under which, among other things, the Company 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 Existing Notes. See "*—2028 Fixed Rate Notes—Certain Covenants and Events of Default*" and "*—2029 Notes—Certain Covenants and Events of Default*." 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, who acceded to it as trustee of the Existing 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 2028 Fixed Rate Notes, the 2029 Notes, the Notes 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 $66^2/_3\%$ 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 $66^2/_3\%$ 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 $66^2/_3\%$ 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 $66^2/_3\%$ 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 $66^2/_3\%$ 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 $66^2/_3\%$ 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 $66^2/_3\%$ 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 $66^2/_3\%$ 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 on 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.U. 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 June 30, 2025 (before giving effect to the Cirsa IPO and the Refinancing Transactions):

		Payments due by period					
(in € millions)	**Total**	**Less than 1 year**	**Between 1 and 2 years**	**Between 2 and 3 years**	**Between 3 and 4 years**	**Between 4 and 5 years**	**After 5 years**
Contractual Obligations							
Corporate notes[(1)]	2,118.1	33.9	612.4	375.7	1,096.2	—	—
Bank borrowings	105.1	94.2	5.8	2.4	0.8	0.9	1.0
Finance lease liabilities	263.4	66.2	45.4	49.7	39.4	24.3	38.4
Other[(2)]	114.7	42.2	31.6	32.9	1.4	1.6	5.0
Common transactions[(3)]	14.9	—	—	—	—	—	14.9
Total contractual obligations	**2,616.2**	**236.5**	**695.2**	**460.7**	**1,137.8**	**26.8**	**59.2**

(1) Represents the 2027 Notes, the 2028 Notes and the 2029 Notes outstanding as of June 30, 2025 and €33.9 million of accrued and unpaid interest on the 2027 Notes, the 2028 Notes and the 2029 Notes, net of aggregate capitalized financing costs of €23.3 million.
(2) Mainly includes deferred payments for the purchase of companies.
(3) These common transactions have undefined maturity dates.

Bank Loan Agreements

As of June 30, 2025, we were party to 47 bank loan agreements with 15 banks, which agreements provide for, subject to satisfaction of certain draw down conditions, aggregate borrowings of up to €75.6 million. As of June 30, 2025, the aggregate outstanding principal amount under these loans was €45.1 million with interest rates ranging between 1.2% and 8.0%. The loan agreements typically do not contain financial maintenance and certain restrictive covenants.

Local Revolving Facilities

As of June 30, 2025, we were party to 30 revolving facilities with 11 banks which agreements provide for, subject to satisfaction of certain draw down conditions, aggregate borrowings of up to €43.6 million. As of June 30, 2025, the aggregate outstanding principal amount under these credit facilities was €13.1 million with interest rates ranging between 1.8% and 6.7%. 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 June 30, 2025, we were not party to any receivable financing agreements.

Capital Leasing Agreements

As of June 30, 2025, we were party to seven capital leasing agreements with four 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 June 30, 2025, the aggregate outstanding principal amount (including accrued interest) of these leasing agreements was €1.6 million.

Gaming Tax Deferrals

Gaming tax deferrals accrue interest (in Spain, the legal interest of money) and are therefore considered part of financial debt. 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 are able to 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 June 30, 2025, we have no deferred gaming taxes.

Capitalization of Operating Leases

In accordance with IFRS 16, operating leases accrue interest and are therefore considered as part of financial debt. Capitalization of operating leases represents the capitalization of certain operating leases recorded under "lease liabilities" as non-current liabilities and current liabilities. As of June 30, 2025, the aggregate outstanding principal amount of capitalized operating leases was €263.4 million.

Other Financial Debt

Other financial debt consists, mainly, of deferred payments related to the acquisition of companies. As of June 30, 2025, the aggregate outstanding amount of such deferred payments (and put and call options when applicable) was €114.7 million.

DESCRIPTION OF THE NOTES

The following is a description of the €575,000,000 aggregate principal amount of 4.875% Senior Secured Notes due 2031 (the "*Fixed Rate Notes*") and the €425,000,000 aggregate principal amount of Floating Rate Senior Secured Notes due 2032 (the "*Floating Rate Notes*" and, together with the Fixed Rate Notes, the "*Notes*"). The 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 an indenture (the "*Indenture*") to be dated as of the Issue Date between, among others, the Issuer, Cirsa Enterprises, S.A., 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 Securities Act. See "*Transfer Restrictions*." The terms of the 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 net proceeds of the offering of the Notes sold on the Issue Date will be used to (i) redeem the entire outstanding amount of the 10.375% 2027 Notes and pay the redemption premium, together with accrued and unpaid interest thereon on November 10, 2025, (ii) redeem the entire outstanding amount of the 4.500% 2027 Notes, together with accrued and unpaid interest thereon on the Issue Date and (iii) pay fees and expenses associated with the Offering. See "*Use of Proceeds.*"

Upon the issuance of the Notes on or about the Issue Date, the 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 Notes, and not to its direct parent, the Company, and the term "Company" refers only to Cirsa Enterprises, S.A. and any successor obligor to Cirsa Enterprises, S.A. with respect to its guarantee of the 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 any additional notes subsequently issued under the Indenture as described below under "*—Additional Notes*."

The Indenture will be 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 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 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 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 Notes and the Guarantees

The 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 Existing 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 Notes, including the Existing 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 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 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 Existing 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 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 Existing 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 Notes, including the Existing 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 Notes; and

- subject to limitations described in "*Limitations on Validity and Enforceability of Guarantees and Security*."

Principal and Maturity

The Issuer will issue €575,000,000 aggregate principal amount of Fixed Rate Notes and €425,000,000 aggregate principal amount of Floating Rate Notes on the Issue Date. The Fixed Rate Notes will mature on October 15, 2031 and the Floating Rate Notes will mature on October 15, 2032. The 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 Notes to receive the payments on such Notes are subject to applicable procedures of Euroclear and Clearstream. If the due date for any payment in respect of any 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 Fixed Rate Notes

Interest on the Fixed Rate Notes will accrue at the rate of 4.875% per annum and will be payable, in cash, semi-annually in arrear on May 15 and November 15 of each year, commencing on May 15, 2026 to Holders of record on the immediately preceding Business Day, respectively. Interest on the 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 Fixed Rate Notes.

Interest on the Floating Rate Notes

Interest on the Floating Rate Notes will accrue at a rate per annum (the "*Applicable Rate*"), reset quarterly, equal to EURIBOR plus 300 basis points, as determined by the calculation agent (the "*Calculation Agent*"), which shall initially be Deutsche Bank AG, London Branch. Interest on the Floating Rate Notes will:

- accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid;

- be payable, in cash, quarterly in arrear on March 15, June 15, September 15 and December 15 of each year, commencing on December 15, 2025; and

- be payable to the holder of record of the 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 that will be in the Indenture relating to the calculation of interest on the 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, except in respect of the first Interest Period, for which the determination date shall be the Issue Date.

"*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 December 14, 2025.

"*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 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 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 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 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, 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 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 Notes initially issued on the Issue Date as well as any Additional Notes.

Additional Notes may also be designated as Additional Fixed Rate Notes or Additional Floating Rate Notes, but only if having terms substantially identical in all material respects to the Fixed Rate Notes or the Floating Rate Notes, as the case may be. The initial Fixed Rate Notes and any Additional Fixed Rate Notes shall be deemed to form one series and references to the "Fixed Rate Notes" shall be deemed to include the Fixed Rate Notes initially issued on the Issue Date as well as any Additional Fixed Rate Notes. The initial Floating Rate Notes and any Additional Floating Rate Notes shall be deemed to form one series and references to the "Floating Rate Notes" shall be deemed to include the Floating Rate Notes initially issued on the Issue Date as well as any Additional 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 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 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 Notes*."

Paying Agent, Transfer Agent and Registrar for the Notes

The Issuer will maintain one or more paying agents (each, a "*Paying Agent*") for the Notes. The initial Paying Agent for the Notes will be 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 will be Deutsche Bank AG, London Branch.

The Issuer will also maintain one or more registrars (each, a "*Registrar*"). The initial Registrar will be 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, Registrar or Transfer Agent for the Notes without prior notice to the Holders. However, for so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange (the "*Exchange*"), and if and to the extent that the rules of the Luxembourg Stock Exchange Authority Limited (the "*Authority*") so require, the Issuer will notify the Authority of any change of Paying Agent, Registrar or Transfer Agent. The Issuer or any of their respective Subsidiaries may act as Paying Agent or Registrar in respect of the Notes.

Transfer and Exchange

The Notes will initially be issued in the form of registered notes in global form without interest coupons, as follows:

- Each series of the 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 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.

Prior to 40 days after the Issue Date of the 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, 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 will require 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 Notes:

(1) for a period of 15 days prior to any date fixed for the redemption of such Notes;

(2) for a period of 15 days immediately prior to the date fixed for selection of such 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 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 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 Notes. Pursuant to certain Collateral Documents, the Issuer will grant security interests in respect of the receivables under the Proceeds Loan to secure the Notes on a senior basis, which will also secure the Existing 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 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 Notes. In addition, subsidiaries of the Company may upstream further funds as needed by means of dividends or loans. The Indenture will 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 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 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.U.	Subsidiary Guarantee	Catalonia (Spain)
Cirsa International Business Corporation, S.L.U. ("*CIBC*")	Subsidiary Guarantee	Catalonia (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)
Miky, S.L.U.	Subsidiary Guarantee	Catalonia (Spain)

As of and for the twelve months ended June 30, 2025, the Guarantors represented 31.1% of the Group's revenue, 43.5% of the Group's EBITDA (excluding the negative EBITDA of the Company and certain other subsidiaries) and 32.5% of the Group's total assets (excluding goodwill assets).

The Parent Guarantee and the Subsidiary Guarantees also benefit the Existing 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 Gaming Group Guarantors incorporated in Spain will be limited to the value of the Existing Notes and the Notes (and any additional Notes) so long as they do not infringe Spanish financial assistance laws, 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 Cirsa Gaming Group Guarantors incorporated in Spain may also apply to the Cirsa Gaming Group Guarantors that are not incorporated in Spain. The Indenture will limit all security over the Collateral granted by the Cirsa Gaming Group Guarantors incorporated in Spain (and such limitation may be applicable to all Guarantees of the Cirsa Gaming Group Guarantors not incorporated in Spain) to the above-mentioned limitations. See "*Risk Factors—Risks Related to the Notes, the Guarantees and the Collateral—The Collateral may not be sufficient to secure the obligations under the 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 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 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 Notes, or a Guarantor may have effectively no obligation under its Guarantee. See "*Risk Factors—Risks Related to the 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 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 Notes issued under the Indenture or defeasance or discharge of the 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; or

- as described under "*—Amendment, Supplement and Waiver*;" or in connection with a Permitted Reorganization (followed by a substantially concurrent retaking of a Lien of at least equivalent ranking over the same assets).

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 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 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 June 30, 2025, after giving effect to the Company's initial public offering and this offering and the use of proceeds therefrom, the Company's subsidiaries that will not guarantee the Notes would have had €235.4 million of indebtedness outstanding.

Although the Indenture will limit the incurrence of Indebtedness, Disqualified Stock and Preferred Stock of Restricted Subsidiaries of the Company, the limitations will be subject to a number of significant exceptions. Moreover, the Indenture will 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 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 will secure the Notes:

(a) the entire issued Capital Stock of the following companies;

Issuer	Luxembourg
Cirsa Gaming Corporation, S.A.U.	Catalonia (Spain)
CIBC	Catalonia (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)
Miky, S.L.U.	Catalonia (Spain)

(b) material long-term intra-group receivables of the Issuer (including receivables of the Issuer in respect of the Existing Proceeds Loans, 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 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 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 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 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 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 Cirsa Gaming Group Guarantors incorporated in Spain will be limited to the value of the Existing Notes and the Notes (and any additional Notes) so long as they do not infringe Spanish financial assistance laws and that Collateral 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 Cirsa Gaming Group Guarantors incorporated in Spain may also apply to the Cirsa Gaming Group Guarantors not incorporated in Spain. The Indenture will limit all security over the Collateral granted by the Cirsa Gaming Group Guarantors incorporated in Spain (and such limitation may be applicable to all Guarantees of the Cirsa Gaming Group Guarantors not incorporated in Spain) to the above-mentioned limitations. See "*Risk Factors—Risks Related to the Notes, the Guarantees and the Collateral—The Collateral may not be sufficient to secure the obligations under the 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 Notes will be interpreted and applied in good faith by the Issuer.

The Collateral also secures the relevant security provider's liabilities under the Existing 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 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 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 will be 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 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 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 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 Notes and a Guarantor's obligations under its Guarantee could be significantly less than the total amounts payable with respect to the 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 Notes, the Guarantees and the other secured obligations). See *Risk Factors—Risks Related to the 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 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 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 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 Notes has, and by accepting a 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 Existing Notes, (d) the Trustee and the Holders under the Indenture and (e) 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 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 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*;"

(5) upon payment in full of principal, interest and all other obligations in respect of the Notes issued under the Indenture or discharge or defeasance thereof in accordance with the Indenture;

(6) as otherwise provided in the Intercreditor Agreement; and

(7) as described under "*—Amendment, Supplement and Waiver*;" or in connection with a Permitted Reorganization (followed by a substantially concurrent retaking of a Lien of at least equivalent

ranking over the same assets).

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.

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 Notes thereby; *provided, however*, that such transaction would comply with the covenant described herein under "*—Certain Covenants—Limitation on Restricted Payments.*"

The Indenture will also provide 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 will also provide that each Holder, by accepting a 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 Notes are not redeemable at the option of the Issuer.

Optional Redemption of the Fixed Rate Notes

At any time prior to October 28, 2027, the Issuer may redeem up to 10% of the aggregate principal outstanding amount of the Fixed Rate Notes (calculated after giving effect to the issuance of any Additional 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 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 October 28, 2027, the Issuer may redeem the 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 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 October 28, 2027, the Issuer may redeem the 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 Fixed Rate Notes set forth below plus accrued and unpaid interest to, but excluding, the redemption date:

Period commencing	**Percentage**
October 28, 2027	102.43750%
October 28, 2028	101.21875%
October 28, 2029 and thereafter	100.00000%

At any time and from time to time prior to October 28, 2027, 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 Fixed Rate Notes (including Additional Fixed Rate Notes) at a redemption price equal to (i) 104.875% 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 Fixed Rate Notes originally issued on the Issue Date (excluding the principal amount of any Additional Fixed Rate Notes) remain outstanding immediately thereafter (unless all such 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 Floating Rate Notes

At any time prior to October 28, 2026, the Issuer may redeem the 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

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 October 28, 2026, the Issuer may redeem the 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 Floating Rate Notes set forth below plus accrued and unpaid interest to, but excluding, the redemption date:

Period commencing	**Percentage**
October 28, 2026 and thereafter	100.00000%

General

Notwithstanding the foregoing, in connection with any tender offer for any series of the 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 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 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 Notes of any series, if and for so long as the Notes are listed on the Exchange, and if and to the extent the rules of the Exchange so require, the Issuer shall notify the Exchange of such redemption.

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 Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose 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 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 Notes or another series of debt, with the attendant reduction in the trading liquidity of such class or series in any purchase transactions.

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 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 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 Notes.

Selection and Notice

If less than all of the Notes 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 Notes 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 Note of €100,000 in aggregate principal amount or less shall be redeemed in part and only 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.

If and for so long as the Notes are listed on the Official List of the Exchange, and if and to the extent the rules of the Authority so require, the Issuer shall notify the Authority of such redemption 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 Note is to be redeemed in part only, the notice of redemption that relates to that Note shall state the portion of the principal amount thereof to be redeemed, in which case a portion of the original Note will be issued in the name of the Holder thereof upon cancellation of the original Note. In the case of a Global Note, an appropriate notation will be made on such 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), Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on Notes or portions of them called for redemption.

Redemption for Taxation Reasons

The Issuer may redeem the 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 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 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 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 this Offering Memorandum, such Change in Tax Law must become effective after the date of this 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 this 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 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.

Withholding Taxes

All payments made by the Issuer or any Guarantor (a "*Payor*") on the 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 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 Note or Guarantee, including payments of principal, redemption price, premium, if any, or interest, the relevant Payor will pay to Holders of the 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 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 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 Note or the receipt of any payment in respect of the 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 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 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 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 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 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 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 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 Notes would not have been entitled to Additional Amounts had such beneficiary, settlor, member or beneficial owner held such 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. If so obtained, such copies shall be made available to the Holders upon request.

If any Payor will be obligated to pay Additional Amounts under or with respect to any payment made on any 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 Notes;

(3) interest; or

(4) any other amount payable on or with respect to any of the 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 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 Notes, the Indenture, the Collateral Documents or any other document or instrument in relation thereto (other than in each case, (i) in connection with a transfer of the Notes after this offering, and limited solely to the extent such Taxes or similar charges or levies that arise from the receipt of any payments of principal or interest on the Notes, to any such taxes or similar charges or levies that are not excluded under clauses (1) to (7) above (excluding (3)), and (ii) any Luxembourg registration duties (*droits d'enregistrement*) payable due to registration of any such document when such registration is or was not required to maintain or preserve the rights of any Holders under that document), 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 will provide that if a Change of Control occurs, unless the Issuer has previously or concurrently sent a redemption notice with respect to all the outstanding 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, the Existing 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 Existing Indenture or any such future Indebtedness, we could seek a waiver of such default or seek to refinance the Senior Credit Facilities, the

Existing Notes or such future Indebtedness. In the event we do not obtain such a waiver or do not refinance the Senior Credit Facilities, the Existing Notes or any such future Indebtedness, such default could result in amounts outstanding under the Senior Credit Facilities, the Existing 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 will 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 will provide 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 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) €185.0 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;

(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; or

(4) consummate any combination of the foregoing;

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 Issue Date (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) €135.0 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.*"

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 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 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 Existing Transactions and the Transactions; *provided*, that the aggregate amount of Restricted Payments made under this clause (4) do not exceed in any calendar year €60.0 million (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 €100.0 million in any calendar year); *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) €260.0 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 Existing Transactions and the Transactions and the fees and expenses related thereto or used to fund amounts owed in connection with the Original Transactions, the Existing Transactions and the Transactions including the settlement of any adjustment of purchase price, earnout or similar obligations to the Investors in connection with the Original Transactions, the Existing Transactions and the 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 or a Restricted Subsdiary to, or the making of loans to, any Holding Company of the Company in amounts required for any such 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; and

(19) any Restricted Payment made in connection with a Specified Change of Control Event;

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 will be 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) €185.0 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 €730.0 million or 100% of LTM EBITDA, 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 Notes (including any Guarantee thereof, but excluding any Additional Notes and any guarantees thereof);

(3) Indebtedness of the Company and its Restricted Subsidiaries in existence on the Issue Date (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) €220.0 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 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, Disqualified Stock or Preferred Stock of the Company or 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 second 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) €330.0 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 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) €150.0 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 second 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 the Company or its Restricted Subsidiaries 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) €295.0 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) €110.0 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 or 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 Company may elect, at its option, to deem the Euro Equivalent of the principal amount of any Indebtedness denominated in a currency other than euro outstanding on the Issue Date based on the relevant currency exchange rate in effect on the Issue Date or the date of Incurrence; 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 will provide 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 will 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 (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 second 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 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 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 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 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 Transactions and the payment of all fees and expenses related to the Existing Transactions and the Transactions, including Transaction Expenses;

(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 second 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, any Permitted Reorganization and related transactions;

(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; and

(23) transactions related to a Specified Change of Control Event, the payment of Specified Change of Control Costs and the issuance of Equity Interests in connection with a Specified Change of Control Event.

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 Issue Date, including pursuant to the Senior Credit Facilities and the related documentation and Hedging Obligations and the related documentation;

(b) the Indenture, the Existing Indenture, the Notes and the Guarantees thereof, the Existing Notes and the Guarantees thereof, the Proceeds Loan, the Existing Proceeds Loans;

(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 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 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 Existing 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 to (a) cure any ambiguity, omission, defect or inconsistency therein; (b) provide for Permitted Liens (followed by a substantially concurrent retaking of a Lien of at least equivalent ranking over the same assets); (c) add to the Collateral; or (d) make any other change thereto that does not adversely affect the Holders in any material respect (followed by a substantially concurrent retaking of a Lien of at least equivalent ranking over the same assets); *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, (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 release, the Lien or Liens created under the Collateral Document, so amended, extended, renewed, restated, modified or released and replaced (if applicable) 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*") 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 Gaming may be provided in lieu thereof. At the Company's election, any such report may also include financial statements of Cirsa Gaming in lieu of those for the Company; *provided*, that if the financial statements of Cirsa Gaming are included in such report, a reasonably detailed description of material differences between the financial statements of the Company, on one hand, and Cirsa Gaming, on the other, shall be included for any period after the 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 registered offices of the Issuer.

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 maintain the listing of the Notes on the Exchange for so long as such Notes are outstanding; *provided* that 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 will provide 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 €100.0 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 will provide 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 will provide 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 will provide 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 will provide 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 $66^2/_3\%$ 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 will be appointed as Trustee under the Indenture. The Indenture will provide 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 will impose 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 will set out the terms under which the Trustee may retire or be removed, and replaced. Such terms will 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 will contain 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 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 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 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 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 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 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 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 will in the Indenture, subject to local law requirements, irrevocably submit 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 will be 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 will be 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.

"*2027 Notes*" refers, collectively, to the €615,000,000 aggregate principal amount of the Issuer's 4.500% Senior Secured Notes due 2027, which will be redeemed in full with the proceeds of the Offering (the "*4.500% 2027 Notes*") and the €382,500,000 aggregate principal amount of the Issuer's 10.375% Senior Secured Notes due 2027, which will be redeemed in full with the proceeds of the Offering (the "*10.375% 2027 Notes*"), in each case, issued pursuant 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.

"*2028 Notes*" refers to the €375,000,000 aggregate principal amount of the Issuer's 7.875% Senior Secured Notes due 2028 (the "*7.875% 2028 Notes*") issued pursuant to the Existing Indenture.

"*2028 Notes Original Issue Date*" means 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 7.875% 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 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.

"*2029 Notes*" refers to the €450,000,000 aggregate principal amount of the Issuer's 6.500% Senior Secured Notes due 2029 issued pursuant to the Existing Indenture.

"*2029 Notes Proceeds Loan*" means the loans of the proceeds of the 2029 Notes pursuant to the 2029 Notes Proceeds Loan Agreements and all loans directly or indirectly replacing or refinancing such loans or a portion thereof.

"*2029 Notes Proceeds Loan Agreements*" means one or more loan agreements made on February 13, 2024 of the proceeds of the 2029 Notes by the Issuer, as lender, to the Company, as borrower, as may be amended from time to time.

"*2029 Transactions*" means the issuance of the 2029 Notes and the use of proceeds thereof, the entry into the 2029 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 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) (i) 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 or (ii) any disposition that constitutes, or, in the case of a Specified Change of Control Event, is made in connection with, a Change of Control or a Specified Change of Control Event 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) €95.0 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 and any disposition pursuant to (including a disposition which forms part of or results from) a Permitted Reorganization;

(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 second 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; 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 October 28, 2027, in the case of the Fixed Rate Notes, and October 28, 2026, in the case of the Floating Rate Notes; *provided*, *however*, that if the period from the date of such redemption notice to October 28, 2027, in the case of the Fixed Rate Notes, and October 28, 2026, in the case of the 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 October 28, 2027, in the case of the Fixed Rate Notes and October 28, 2026, in the case of the 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 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 Gaming*" means Cirsa Gaming Corporation, S.A.U.

"*Cirsa Gaming Group*" refers to Cirsa Gaming and its subsidiaries.

"*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, Specified Change of Control Costs, 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 the Existing Notes, the Indenture or the Existing 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 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 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 Existing Transactions or the 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 Existing Transactions, the 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 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 Notes or the date the 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 Existing Transactions and the 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) (i) within 36 months after the most recent Existing Transactions in the case of the Existing Transactions and (ii) within 36 months after the Issue Date in the case of the Transactions (including from any actions taken in whole or in part prior to the 2028 Notes Original Issue Date or the 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 2028 Notes Original Issue Date or the 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 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 Indenture*" refers to the indenture dated as of July 19, 2023 among, *inter alios*, the Issuer, the Company and Deutsche Trustee Company Limited, as trustee, as amended and/or supplemented from time to time, pursuant to which the 2028 Notes and the 2029 Notes were issued.

"*Existing Notes*" refers, collectively, to the 2028 Notes and the 2029 Notes.

"*Existing Proceeds Loans*" means, collectively, the 2028 Notes Proceeds Loan and the 2029 Notes Proceeds Loan.

"*Existing Transactions*" refers, collectively, to the 2028 Transactions and the 2029 Transactions.

"*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 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 Fixed Rate Note at October 28, 2027 (such redemption price being set forth in the table appearing above under *"—Optional Redemption—Optional Redemption of the Fixed Rate Notes*"), plus (y) all required remaining scheduled interest payments due on such Fixed Rate Note through October 28, 2027 (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 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 Floating 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 Floating Rate Note at October 28, 2026 (such redemption price being set forth in the table appearing above under "*—Optional Redemption—Optional Redemption of the Floating Rate Notes*"), plus (y) all required remaining scheduled interest payments due on such Floating Rate Note through October 28, 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 and assuming that the rate of interest on the Floating Rate Notes for the period from the redemption date through October 28, 2026 will equal the rate of interest on the 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 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.

"*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 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 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 prior to the adoption of IFRS 16 and any successor standard;

(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 (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, to which the Trustee will accede on the Issue Date, as amended, restated, modified, renewed, refunded, replaced, restructured, refinanced, repaid, increased or extended in whole or in part 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 (a) the Blackstone Funds and any of their respective Affiliates and (b) concurrently with and following the consummation of any Specified Change of Control Event, any Specified Acquiror.

"*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 October 28, 2025.

"*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 and which may include, for the avoidance of doubt, a transaction that may constitute a Change of Control), (2) any incurrence, issuance, prepayment, 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, (3) any Restricted Payment, including the designation of any Restricted Subsidiary or Unrestricted Subsidiary, (4) any Asset Sale or a disposition excluded from the definition of "Asset Sale," (5) a Specified Change of Control Event and (6) any other transaction or plan undertaken or proposed to be undertaken in connection with any of the preceding clauses (1) to (5).

"*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 the Company or of any Holding Company of the Company.

"*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 second 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 "*—Certain Covenants—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 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.

"*Offering Memorandum*" means the final offering memorandum dated October 14, 2025 related to the offering of the Notes.

"*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 Gaming'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 Gaming'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 consummation of the transactions contemplated by the Original Acquisition Agreement (including any adjustment of purchase price, earnout or similar obligation) and the financing in connection therewith, including the entry into the Senior Credit Facilities and the use of proceeds from any borrowings thereunder, 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 "*—Certain Covenants—Asset Sales.*"

"*Permitted Business*" means (1) any businesses in activities engaged in by the Company or any of its Subsidiaries on the Issue 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 "*—Certain Covenants—Asset Sales*" or any other disposition of assets not constituting an Asset Sale;

(5) any Investment existing on the Issue Date or made pursuant to binding commitments in effect on the Issue Date or an Investment consisting of any extension, modification or renewal of any such Investment or binding commitment existing on the 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 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) €275.0 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) €275.0 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 €30.0 million in any calendar year with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum of €60.0 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, a Permitted Reorganization 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) €220.0 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;

(28) Investments made from casualty insurance proceeds in connection with the replacement, substitution, restoration or repair of assets on account of a Casualty Event; and

(29) Investments made in connection with a Specified Change of Control Event.

"*Permitted Liens*" means, with respect to any Person:

(1) 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;

(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 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) €295.0 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) 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;

(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 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 Issue 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;

(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; and

(46) any Liens granted in favor of creditors so as to implement a Permitted Reorganization or a permitted capital reduction.

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.

"*Permitted Reorganization*" means any reorganization and other activities related to tax planning and tax reorganization; *provided* that, after giving effect thereto, the enforceability of the obligations under the Notes and the Indenture are not materially impaired and that such transaction is not materially adverse to the Holders (as reasonably determined by the Issuer).

"*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.

"*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 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 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.

"*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 U.S. 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, and as amended on August 8, 2018, on June 12, 2020 and as amended and restated on August 1, 2022 and November 6, 2024, 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 Existing Notes and the 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 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 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 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 Issue Date.

"*Specified Acquiror*" means any Person or group whose acquisition of beneficial ownership constitutes a Specified Change of Control Event.

"*Specified Change of Control Costs*" means all fees, costs and expenses incurred or payable by the Company (or any direct or indirect parent of the Company) or any of its Restricted Subsidiaries in connection with a Specified Change of Control.

"*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 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 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 Existing Transactions, the 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.

"*Transactions*" means the issuance of the Notes and the use of proceeds thereof, the entry into the Proceeds Loan Agreement, and the payment of Transaction Expenses and any other transactions in connection with any of the above or incidental thereto.

"*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 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 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 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 Notes are in global form, holders of Book-Entry Interests will not receive physical delivery of the Notes in certificated form and will not be considered the owners or "holders" of Notes for any purpose.

So long as the 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 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 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 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 depositary 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 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 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 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 Notes requires physical delivery of Definitive Registered Notes for any reason, including to sell Notes to persons in jurisdictions that require physical delivery of securities or to pledge such Notes, such holder of 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 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 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 Notes, (ii) any date fixed for redemption of the Notes or (iii) the date fixed for selection of the Notes to be redeemed in part. Also, we are not required to register the transfer or exchange of any 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 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. 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 Notes.

The Issuer will not impose any fees or other charges in respect of the 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 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 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 Notes, while title of the 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 Notes and may consider such interests as if such accountholders were the holders of the 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 17.12% in 2025 (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 23.87% in 2025 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, until December 31, 2024, the Issuer was 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.

Since January 1, 2025, the minimum net wealth tax is determined solely on the basis of the company's total balance sheet: (i) €535 if the total balance sheet is below or equal to €350,000, (ii) €1,605 when the total is between €350,000 and €2,000,000 (included) and (iii) €4,815 when it is above €2,000,0000.

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 their 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 (if applicable) 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.

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 Notes. This summary deals only with 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 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 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 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 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 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 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 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 Notes of each series that are sold pursuant to this Offering are purchased by holders other than holders of the 4.500% 2027 Notes or the 10.375% 2027 Notes that will be redeemed by the Issuer pursuant to the Refinancing Transactions, and this summary does not address any differing United States federal income tax considerations that may be relevant to holders of the 4.500 2027 Notes or the 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 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 the Notes.

If you are considering the purchase of the 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 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.

Payments of stated interest

Subject to the foreign currency rules discussed below, stated interest on a Note (including any foreign tax withheld and additional amounts paid in respect thereof) 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 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 creditable 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 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 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 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 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 Note (including, upon the sale or other taxable disposition of a 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.

Sale, exchange, retirement, redemption or other taxable disposition of Notes

Upon the sale, exchange, retirement, redemption or other taxable disposition of a 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, which will be taxable as described above in "*—Payments of stated interest*") and your adjusted tax basis in such Note, in each case as determined in U.S. dollar. Your adjusted tax basis in a Note will generally be your U.S. dollar cost for that Note. If you purchased a Note with euro, your U.S. dollar cost will generally be the U.S. dollar value of the euro paid for such Note determined at the spot rate of exchange on the date of such purchase. If your 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 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 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 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 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 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 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 Note is your purchase price for the 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 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 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 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 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 Note.

Disposition of foreign currency

Your tax basis in euro received as interest on a Note or on the sale, exchange, retirement, redemption or other taxable disposition of a 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 (including its use to purchase Notes) 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 Note or euro received in respect of a Note or used to acquire Notes 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 Notes, you should consult your own tax advisors to determine the tax return obligations, if any, with respect to an investment in the 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 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 Notes, your obligation (if any) to file information reports with respect to the 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 Note and the proceeds from a sale or other disposition of a 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 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 the Notes. Any potential investors should consult their own tax advisers for more information about the tax consequences of acquiring, owning and disposing of the 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 and holding of the 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 federal, state, local, non-U.S., or other laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions of ERISA or Section 4975 the Code (collectively, "*Similar Laws*"), and (iii) entities whose underlying assets are considered to include the assets of any of the foregoing described in clauses (i) or (ii) pursuant to ERISA or other applicable law (each of the foregoing described in clauses (i), (ii) and (iii) referred to herein 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 a Covered Plan, or who renders investment advice for a fee or other compensation to a Covered Plan, is generally considered to be a fiduciary of the Covered Plan.

In considering an investment in the 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.

Prohibited Transaction Issues

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 Notes, 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. In this regard, the U.S. Department of Labor (the "*DOL*") has issued prohibited transaction class exemptions ("*PTCEs*") that may apply to the acquisition and holding of the Notes. These class exemptions include, without limitation PTCE 84-14 respecting transactions determined by independent qualified professional asset managers, PTCE 90-1 respecting insurance company pooled separate accounts, PTCE 91-38 respecting bank collective investment funds, PTCE 95-60 respecting life insurance company general accounts and PTCE 96-23 respecting transactions determined by in-house asset managers. In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provide relief from the prohibited transaction provisions of ERISA and Section 4975 of the Code for certain transactions, provided that neither the issuer of the securities nor any of its affiliates (directly or indirectly) have or exercise any discretionary authority or control or render any investment advice with respect to the assets of any Covered Plan involved in the transaction and provided further that the Covered Plan pays no more than adequate consideration in connection with the transaction. Each of the above-noted exemptions contains conditions and limitations on its application. Fiduciaries of Covered Plans considering acquiring the Notes in reliance on these or any other exemption should carefully review the exemption in consultation with their legal advisors to ensure it is applicable to their particular circumstances. There can be no assurance that any of the foregoing exemptions or any other exemption will be available, or that any or all of the conditions of any such exemptions will be satisfied, with respect to any or all otherwise prohibited transactions that may occur in connection with an investment in the Notes.

Certain Plans such as government plans, non-U.S. plans and non-electing church plans, while not subject to the fiduciary responsibility or prohibited transaction provisions of Title I 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 regarding the potential consequences of an investment in the Notes under any applicable Similar Laws before investing in the Notes.

Because of the foregoing, the 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 a similar violation of any applicable Similar Laws.

Representation

Accordingly, by acceptance of a Note, each purchaser and subsequent transferee of a Note will be deemed to have represented and warrantied that either (i) it is not, and is not investing on behalf of, any Plan or (ii) the purchase and holding of the Notes by such purchaser or transferee will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Laws.

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 Notes on behalf of, or with the assets of, any Plan, consult with their legal advisors 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 Notes.

Prospective investors should not construe the contents of this Offering Memorandum as a recommendation with respect to the Notes that is based on any prospective investor's particular needs or individual circumstances, and neither this Offering Memorandum nor any such communications should be relied upon by any prospective investor as intended to advance such prospective investor's best interest.

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 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 Notes are subject to certain conditions precedent. The Initial Purchasers are obligated to purchase and accept delivery of all the Notes if any are purchased.

The Initial Purchasers propose to offer the Notes at the initial offering price to purchasers at the price to investors indicated on the cover page of this Offering Memorandum. After the Notes are released for sale, the Initial Purchasers may change the offering price and any other selling terms without notice.

Persons who purchase the 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 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 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 Notes (including the Guarantees) will be restricted and each purchaser of the 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 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 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 Notes are originally issued. The Initial Purchasers will send to each distributor, dealer or person to whom it sells such Notes during such 40-day period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, with respect to the Notes initially sold pursuant to Regulation S, until 40 days after the commencement of the Offering, an offer or sale of such 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 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 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 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 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 Notes. Specifically, the Stabilizing Manager may bid for and purchase Notes in the open markets for the purpose of pegging, fixing or maintaining the price of the Notes. The Stabilizing Manager may also over-allot the Offering, creating a syndicate short position, and may bid for and purchase the Notes in the open market to cover the syndicate short position. In addition, the Stabilizing Manager may bid for and purchase the Notes in market-making transactions as permitted by applicable laws and regulations. These activities may stabilize or maintain the respective market price of the 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 Notes. See "*Risk Factors—Risks Related to the Notes, the Guarantees and the Collateral—There may not be an active trading market for the Notes, in which case your ability to sell the 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 Notes and the Guarantees or the possession, circulation or distribution of this Offering Memorandum or any other material relating to the Group or the Notes in any jurisdiction where action for this purpose is required. Accordingly, the 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 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 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 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: a retail client as defined in point (11) of Article 4(1) of MiFID II; or 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 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 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, 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 each manufacturer's target market assessment) and determining appropriate distribution channels.

The Issuer has applied to list the 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 Notes will remain listed on the Official List of the Luxembourg Stock Exchange. The Initial Purchasers have advised the Issuer that they presently intend to make a market in the Notes as permitted by applicable laws and regulations. The Initial Purchasers are not obliged, however, to make a market in the 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 Notes.

We expect that delivery of the Notes will be made against payment of the 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. Exchange Act) following the date of pricing of the 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 one business day unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes on the date of this Offering Memorandum or the next eight business days will be required, by virtue of the fact that the 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 Notes who wish to make such trades should consult their advisors.

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 certain of their 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 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 arrange 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 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 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 Notes, the Guarantees and the security interests in the Collateral. Prospective investors in the 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 Gaming Group Guarantors incorporated in Spain will be limited to the value of the Existing Notes and the Notes (and any additional Notes) so long as they do not infringe Spanish financial assistance laws, and will not apply to, or secure, those obligations or liabilities which, if guaranteed, or 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 Cirsa Gaming Group Guarantors incorporated in Spain may also apply to the Cirsa Gaming Group Guarantors that are not incorporated in Spain. The Indenture limits all security over the Collateral granted by the subsidiaries of Cirsa Gaming incorporated in Spain (and such limitation may be applicable to all Guarantees of the Cirsa Gaming 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 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 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 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 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 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 restructuing 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 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 Sate 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:

(c) 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);

(d) 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

(e) 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 Notes. Under Panama law, your ability to receive payment on the 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 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 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 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 ultimate 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 formally 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 Notes. To the extent a Guarantee is voided as a fraudulent conveyance or held unenforceable for any other reason, the holders of the 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 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 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 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 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 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 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 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 Article 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 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 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 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 Notes in accordance with Article 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 Notes. However, Article 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 Article 2417 of the Italian Civil Code.

Given the above, there is a risk that an Italian court may determine that the holders of the 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 Notes, becomes the holder of a claim equal to each amount payable by an obligor under the 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 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 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, occured 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 Article 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 Article 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 Article 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 Article 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 Article 67, Paragraph 3, letter (d), of the Old Italian Bankruptcy Law or to the implementation of an "*accordo di ristrutturazione dei debiti*" under Article 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 Article 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 Article 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 Article 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 Article 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 Article 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 Article 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 Article 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 Article 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 Article 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 Article 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 Article 182-quinquies of the Old Italian Bankruptcy Law, the court, pending the approval (*omologazione*) of the debt restructuring agreement pursuant to Article 182-bis, Paragraph 1, of the Old Italian Bankruptcy Law or after the filing of the moratorium application pursuant to Article 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 Article 161, Paragraph 6 of the Old Italian Bankruptcy Law. The provision of Article 182-quinques 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 Article 1 of Decree, as amended by Law 132, pending the sanctioning (omologazione) of the debt restructuring agreement pursuant to Article 182-bis, Paragraph 1, of the Old Italian Bankruptcy Law or after the filing of the moratorium application pursuant to Article 182-bis, Paragraph 6, of the Old Italian Bankruptcy Law also in absence of the plan pursuant to Article 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 Article 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 Article 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 Article 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 Article 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 Article 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 Article 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 Article 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 Article 182-bis, Paragraph 1 of the Old Italian Bankruptcy Law or after the filing of the moratorium application pursuant to Article 182-bis, Paragraph 6 of the Old Italian Bankruptcy Law also in absence of the plan pursuant to Article 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 Article 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 Article 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 Article 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.

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 Article 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, Article 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 Article 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 $^2/_3$ 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 Article 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.*"

Article 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 Article 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 Article 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 Article 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 Article 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 Article 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, Article 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 Article 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 Article 182 octies of the Old Italian Bankruptcy Law, or partial agreements framed within a reorganization plan pursuant to Article 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 Article 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 "*OCRI*"), 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 Article 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).

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.

Lastly, Legislative Decree No. 136 of September 13, 2024 introduced additional technical corrections and clarifications to enhance the practical application of the Code.

The following paragraphs aim to provide only a general and high level framework of the Code and current provisions of the Code may be subject to further amendments.

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) 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;

(d) 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;

(e) procedures aimed at dealing with the crisis and insolvency of the Italian companies belonging to the same group are set forth; and

(f) 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 tools

Under the Code, a company is considered to be in distress if there is a risk that it may become insolvent as demonstrated by its inability to meet a 12-month cash flow forecast. In addition, the Code provides for specific early warning tools to ensure a prompt disclosure of the crisis, such as (i) debts towards employees overdue by more than 30 days which are more than half of the overall amount of monthly remunerations, (ii) debts towards suppliers which are overdue by more than 90 days for an amount higher than non-overdue debts, (iii) exposures towards banks and financial intermediaries overdue by more than 60 days representing at least 5% of the overall exposure and (iv) exposures towards certain "qualified public creditors" (i.e., *INPS* and *Agenzia delle Entrate*), each determined according to specific thresholds and timeframes of the relevant exposures. Companies must promptly detect and address a situation of distress through the implementation of a restructuring tool or 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 assumptor (*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 5% 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 5% 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% 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.

With the request of homologation of a debt restructuring agreement, or thereafter, the debtor may request to the court to be authorized to borrow super senior financings (*finanziamenti prededucibili*) in any technical form.

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 Article 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 Article 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. The proposal, once approved by creditors, is submitted to the court which will review the proceeding as well as examine and decide any challenges. The court's decision sanctioning the proposal may be appealed. The homologation decree becomes effective with its publication.

(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 sets 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, Article 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 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 Article 164 of the Code (as described in point (i) above) shall apply.

Luxembourg

Applicable law

The 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.

Insolvency laws

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 are no longer be 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 it 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 (*privilège*), 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.

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).

In addition to the above, the Insolvency Modernization Law introduces three new reorganization procedures, providing for new preventive measures designed to avoid bankruptcy.

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 proceedingis 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 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 Notes (including the Guarantees).

The 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 Notes (including the Guarantees) 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 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 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 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 Notes (including the Guarantees) to it will be made in reliance on Rule 144A and the acquisition of the 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 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 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 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 Notes (including the Guarantees) as it has deemed necessary in connection with its decision to purchase any of the 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 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 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 Notes(including the Guarantees), and each subsequent holder of the Notes by its acceptance thereof will be deemed to agree, not to offer, sell or otherwise transfer such Notes prior to the date (the "*Resale Restriction Termination Date*") that is, in the case of the Notes sold in reliance on Rule 144A, one year after the later of the Issue Date, the issue date of any additional Notes and the last date on which the Issuer or any of its affiliates was the owner of such Notes (or any predecessor thereof), or is, in the case of Notes sold in reliance on Regulation S, 40 days after the later of the Issue Date, the issue date of any additional Notes, and the date on which such 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 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 Note is completed and delivered by the transferor to the Trustee and (III) agrees that it will give to each person to whom the Note is transferred a notice substantially to the effect of this legend. Each purchaser acknowledges that each 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, EACH ACQUIRER AND SUBSEQUENT TRANSFEREE OF THIS SECURITY OR ANY INTEREST HEREIN WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (A) NO PORTION OF THE ASSETS USED BY SUCH ACQUIRER OR TRANSFEREE 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*") WHICH 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 FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO THE FIDUCIARY RESPONSIBILITY OR PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE (COLLECTIVELY, "*SIMILAR LAWS*"), OR (III) ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE THE ASSETS OF ANY OF THE FOREGOING DESCRIBED IN CLAUSES (I) or (II) PURSUANT TO ERISA OR OTHER APPLICABLE LAW (EACH OF THE FOREGOING DESCRIBED IN CLAUSES (I), (II) AND (III) REFERRED TO HEREIN AS A "*PLAN*") OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THE 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 A SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAWS.

If the purchaser purchases the Notes (including the Guarantees), it will also be deemed to acknowledge that the foregoing restrictions apply to holders of beneficial interests in these Notes (including the Guarantees) as well as to holders of these Notes (including the Guarantees).

(6) It agrees that it will give to each person to whom it transfers the Notes (including the Guarantees) notice of any restrictions on transfer of such Notes.

(7) It acknowledges that the Transfer Agent will not be required to accept for registration of transfer any 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 Notes (including the Guarantees) are no longer accurate, it will promptly notify the Initial Purchasers. If it is acquiring any 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 Notes (including the Guarantees) or the possession, circulation or distribution of this Offering Memorandum or any other material relating to the Issuer or the Notes (including the Guarantees) in any jurisdiction where action for such purpose is required. Consequently, any transfer of the 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 (as amended, the "*UK Prospectus Regulation*").

(12) It understands that: (i) the 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 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 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 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 (as amended, the "*UK PRIIPs Regulation*") for offering or selling the Notes (including Guarantees) or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the 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 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 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 Notes or any interest therein constitutes assets of any (i) "employee benefit plan" within the meaning of Section 3(3) of ERISA which 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 Similar Laws, or (iii) entity whose underlying assets are considered to include the assets of any of the foregoing described in clauses (i) or (ii) pursuant to ERISA or other applicable law or (b) its acquisition, holding and disposition of the 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 México, 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 special purpose consolidated financial statements as of and for the years ended December 31, 2022, 2023 and 2024 have been audited by Ernst & Young S.L., independent auditors, as stated in their report 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 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 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 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 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) and in the absence of any exclusive jurisdiction of the Luxembourg courts;

- the judgment must not have been obtained by fraud but in compliance with the principles of natural justice, notably 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 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 Notes 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 Notes are "restricted securities" within the meaning of the Rule 144(a)(3) under the U.S. 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 Notes and so long as the Notes are outstanding, the Group will furnish periodic information to holders of the Notes. See "*Description of the Notes—Certain Covenants—Reports*."

LISTING AND GENERAL INFORMATION

Listing

Application has been made for the listing of the 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 will be available for inspection free of charge at the registered offices of the Issuer:

- the organizational documents of the Issuer and the Guarantors;
- the Offering Memorandum;
- the documents listed in the Index to Financial Statements below;
- the Indenture (which includes the form of Notes and the Guarantees); and
- the Collateral Documents.

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.

Clearing information

The Fixed Rate Notes sold pursuant to Regulation S and the 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 Fixed Rate Notes sold pursuant to Regulation S is 320943701 and the common code for the Fixed Rate Notes sold pursuant to Rule 144A is 320943779. The ISIN for the Fixed Rate Notes sold pursuant to Regulation S is XS3209437014 and the ISIN for the Fixed Rate Notes sold pursuant to Rule 144A is XS3209437790.

The Floating Rate Notes sold pursuant to Regulation S and the Floating Rate Notes sold pursuant to Rule 144A have been accepted for clearance through the facilities of Euroclear and Clearstream. The common code for the Floating Rate Notes sold pursuant to Regulation S is 320943841 and the common code for the Floating Rate Notes sold pursuant to Rule 144A is 320943817. The ISIN for the Floating Rate Notes sold pursuant to Regulation S is XS3209438418 and the ISIN for the Floating Rate Notes sold pursuant to Rule 144A is XS3209438178.

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 254900KUJN6DHWH2K029. The Issuer is consolidated in the financial statements of the Company as presented in this Offering Memorandum.

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. The Guarantors, other than the Company, are consolidated in the financial statements of the Company as presented in this Offering Memorandum.

Name	Date of Incorporation, Amalgamation or Formation	Address of Registered Office	Company/ Business Number	Primary Activities
Cirsa Enterprises, S.A.	11/15/2017	Carretera de Castellar, 298, Terrassa	A87959649	Holding company
Cirsa Gaming Corporation, S.A.U. .	05/10/1978	Carretera de Castellar, 298, Terrassa	A08511149	Holding company
Cirsa International Business Corporation, S.L.U.	06/19/2018	Carretera de Castellar, 298, Terrassa	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	A64228034	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
Miky S.L.U.	10/22/1963	C/ del Aire, 1 Pol. Ind. Els Bellots, Terrassa	B08150435	Operation of gaming machines

Independent Auditors

The Company's special purpose consolidated financial statements as of and for the years ended December 31, 2022, 2023 and 2024 have been audited by Ernst & Young S.L., independent auditors, as stated in their report appearing herein.

Corporate authority

On October 10, 2025, following a meeting of the board of managers approving the issuance of the Notes, the Issuer has obtained all necessary consents, approvals and authorizations in connection with the issuance and performance of the 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 (i) sourced from a third party has been accurately reproduced and no facts have been omitted, which would render the reproduced information inaccurate or misleading and (ii) contained in this Offering Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. Where applicable in this Offering Memorandum, the Issuer shall identify the source(s) of the information.

Absence of material adverse 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 as well as the the financial position or prospects of the Issuer, the Group or the Guarantors, since June 30, 2025.

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.
AND SUBSIDIARIES
Interim condensed consolidated financial statements and consolidated management report for the six-month period ended June 30, 2025

Shape the future
with confidence

Ernst & Young, S.L.
C/ Raimundo Fernández Villaverde, 65
28003 Madrid

Tel: 902 365 456
Fax: 915 727 238
ey.com

REPORT ON LIMITED REVIEW OF THE INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Translation of a report and financial statements originally issued in Spanish. In the event of discrepancy, the Spanish-language version prevails

To the shareholders of Cirsa Enterprises, S.A.

Report on the interim condensed consolidated financial statements

Introduction

We have carried out a limited review of the accompanying interim condensed consolidated financial statements (hereinafter the interim financial statements) of Cirsa Enterprises, S.A. (hereinafter the parent) and subsidiaries (hereinafter the Group), which comprise the condensed consolidated statement of financial position at June 30, 2025, the income statement, the statement of comprehensive income, the statement of changes in equity, the cash flow statement, and the explanatory notes, all of which have been condensed and consolidated, for the six-month period then ended. The Parent's directors are responsible for the preparation of said interim financial statements in accordance with the requirements established by International Accounting Standard (IAS) 34, "Interim Financial Reporting," as adopted by the European Union for the preparation of interim condensed financial reporting as per article 12 of Royal Decree 1362/2007. Our responsibility is to express a conclusion on these interim financial statements based on our limited review.

Scope of the review

We have performed 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 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 carried out in accordance with regulations on the auditing of accounts in force 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 financial statements.

Conclusion

During the course of our limited review, which under no circumstances can be considered an audit of accounts, no matter came to our attention which would cause us to believe that the accompanying interim financial statements for the six-month period ended June 30, 2025 have not been prepared, in all material respects, in accordance with the requirements established in International Accounting Standard (IAS) 34, "Interim Financial Reporting," as adopted by the European Union in conformity with article 12 of Royal Decree 1362/2007 for the preparation of interim condensed financial statements.

Domicilio Social: Calle de Raimundo Fernández Villaverde, 65. 28003 Madrid - Inscrita en el Registro Mercantil de Madrid, tomo 9.364 general, 8.130 de la sección 3ª del Libro de Sociedades, folio 68, hoja nº 87.690-1, inscripción 1ª. C.I.F. B-78970506.

A member firm of Ernst & Young Global Limited.

Emphasis of matter paragraph

We draw attention to the matter described in accompanying explanatory Note 2, which indicates that the above-mentioned accompanying interim 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. Therefore, the accompanying interim financial statements shall be read in conjunction with the special-purpose consolidated financial statements for the years ended December 31, 2024, 2023 and 2022. Our conclusion is not modified in respect of this matter.

Report on other legal and regulatory requirements

The accompanying consolidated interim management report for the six-month period ended June 30, 2025 contains such explanations as the Parent's directors consider necessary regarding significant events which occurred during this period and their effect on these interim financial statements, of which it is not an integral part, as well as on the information required in conformity with article 15 of Royal Decree 1362/2007. We have checked that the accounting information included in the abovementioned report agrees with the interim financial statements for the six-month period ended on June 30, 2025. Our work is limited to verifying the consolidated interim management report in accordance with the scope described in this paragraph, and does not include the review of information other than that obtained from the accounting records of Cirsa Enterprises S.A. and its subsidiaries.

Paragraph on other issues

This report has been prepared at the request of Company Management with regard to the publication of the half-yearly financial report required by article 100 of Law 6/2023 of March 17 on Securities Markets and Investment Services.

ERNST & YOUNG, S.L.
(Signature on the original in Spanish)

_____
Albert Closa Sala

September 8, 2025

Cirsa Enterprises, S.A. and subsidiaries

Interim Condensed Consolidated Financial Statements for the six-month period ended June 30, 2025 prepared in accordance with International Financial Reporting Standards as adopted by the European Union

(Translation of interim condensed consolidated financial statements originally issued in Spanish. In the event of discrepancy, the Spanish-language version prevails)

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Interim Condensed Consolidated Financial Statements

- Interim condensed consolidated statements of financial position at June 30, 2025 and at December 31, 2024.
- Interim condensed consolidated statements of comprehensive income for the six-month periods ended June 30, 2025 and 2024.
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Appendix I - Detail of investees at June 30, 2025 and 2024.

Appendix II - Separate information on the Parent Company

Cirsa Enterprises, S.A. and subsidiaries

Interim condensed consolidated statements of financial position at June 30, 2025 and at December 31, 2024

ASSETS

(Thousands of euros)	Notes	06.30.2025	12.31.2024
Non-current assets		**3,148,833**	**3,265,232**
Goodwill	5	1,515,843	1,543,559
Other intangible assets	6	921,790	993,697
Property, plant and equipment	7	298,724	303,521
Right-of-use assets	19	231,439	239,894
Investments accounted for using the equity method	8	26,398	30,667
Financial assets	9	54,096	49,388
Deferred tax assets	18.4	100,543	104,506
Current assets		**523,560**	**476,398**
Inventories	11	14,943	14,625
Trade and other receivables	9.1 & 9.3	170,362	156,308
Other financial assets	9	31,070	28,358
Other current assets	9.4	23,697	21,013
Cash and cash equivalents	12	283,488	256,094
Total assets		**3,672,393**	**3,741,630**

Cirsa Enterprises, S.A. and subsidiaries

Interim condensed consolidated statements of financial position at June 30, 2025 and at December 31, 2024

EQUITY AND LIABILITIES

(Thousands of euros)	Notes	06.30.2025	12.31.2024
Equity		**376,510**	**202,745**
Issued capital	13.1	70,663	70,663
Share premium	13.1 & 21	365,442	377,092
Retained earnings	13.2	(105,629)	(387,386)
Currency translation differences	13.4	(109,968)	2,706
Profit/(loss) for the year attributable to the Parent		28,369	12,634
Non-controlling interests	13.3	127,633	127,036
Non-current liabilities		**2,619,076**	**2,901,137**
Corporate notes	14	2,084,218	2,318,670
Bank borrowings	15	10,925	26,495
Other non-trade payables	16	105,236	99,114
Provisions	17	21,738	21,297
Finance lease liabilities	19	197,227	212,530
Deferred tax liabilities	18.4	199,732	223,031
Current liabilities		**676,807**	**637,749**
Corporate notes	14	33,891	37,384
Bank borrowings	15	94,216	24,650
Trade payables		58,838	56,767
Other non-trade payables	16	354,433	407,699
Finance lease liabilities	19	66,190	62,829
Current income tax payable	18.2	69,239	48,420
Total equity and liabilities		**3,672,393**	**3,741,630**

Cirsa Enterprises, S.A. and subsidiaries

Interim condensed consolidated statements of comprehensive income for the six-month periods ended June 30, 2025 and 2024

(Thousands of euros)	Notes	06.30.2025	06.30.2024
CONTINUING OPERATIONS			
Revenue		1,490,443	1,355,469
Bingo prizes		(121,445)	(115,006)
Total operating revenue		1,368,998	1,240,463
Variable leases and other		(213,575)	(207,790)
Total revenue net of variable leases	3 & 20.1	1,155,423	1,032,673
Cost of sales	20.2	(31,079)	(25,677)
Employee benefits expense	20.3	(177,940)	(161,896)
Gaming taxes and other similar taxes		(333,280)	(308,445)
Utilities and external services	20.4	(247,488)	(201,657)
Total operating expenses		**(789,787)**	**(697,675)**
Operating profit/(loss) (EBITDA)		**365,637**	**334,998**
Charge to depreciation and amortization and impairment of assets	6, 7, 10 & 19	(182,539)	(166,475)
Change in operating provisions	9 & 11	(473)	(1,295)
EBIT		**182,624**	**167,228**
Finance income	20.5	4,204	5,964
Finance costs	20.5	(107,378)	(101,234)
Finance lease expenses	20.5	(8,057)	(8,266)
Change in financial provisions	20.5	5	3
Exchange gains / (losses), net	20.6	10,026	(2,671)
Finance cost		**(101,200)**	**(106,204)**
Gains/(losses) on investments in associates	8	3,710	3,041
Gains/(losses) on disposal/derecognition of non-current assets		(605)	(951)
Profit/(loss) before tax (EBT)		**84,530**	**63,114**
Income tax	18	(33,291)	(21,126)
Net profit/(loss) for the year		**51,239**	**41,988**
Profit/(loss) for the year attributable to non-controlling interests	13.3	(22,870)	(15,600)
Profit/(loss) for the year attributable to the Parent		**28,369**	**26,388**

Cirsa Enterprises, S.A. and subsidiaries

Consolidated statement of comprehensive income

(Thousands of euros)	Notes	06.30.2025	06.30.2024
Consolidated profit/(loss) for the year		**51,239**	**41,988**
Currency translation differences		(111,320)	(14,107)
Tax effect		—	—
Total other comprehensive income that will be reclassified to profit or loss in subsequent years		**(111,320)**	**(14,107)**
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		**(60,081)**	**27,881**
Comprehensive income attributable to:			
Parent Company		(84,305)	11,254
Non-controlling interests		24,224	16,627
Total other comprehensive income for the year, net of tax		**(60,081)**	**27,881**

Cirsa Enterprises, S.A. and subsidiaries

Interim condensed consolidated statements of changes in equity for the six-month periods ended June 30, 202

(Thousands of euros)	Issued capital (Note 13.1)	Share premium (Notes 13.1 and 21)	Profit/(loss) for the year and Retained earnings (Note 13.2)	Currency translation differences (Note 13.4)	Non-contro interest (Note 13.
At January 1, 2024	**70,663**	**608,008**	**(387,386)**	**31,346**	**10**
Net profit/(loss) for the six-month period ended June 30, 2024	—	—	26,388	—	1
Other comprehensive income	—	—	—	(15,134)	
Total comprehensive income for the six-month period ended June 30, 2024	**—**	**—**	**26,388**	**(15,134)**	**1**
Other movements:					
Dividends paid	—	—	—	—	(13
Other movements	—	(219,628)	—	—	(
At June 30, 2024	**70,663**	**388,380**	**(360,998)**	**16,212**	**106**
At January 1, 2025	**70,663**	**377,092**	**(374,752)**	**2,706**	**12**
Net profit/(loss) for the six-month period ended June 30, 2025	—	—	28,369	—	2
Other comprehensive income	—	—	—	(112,674)	
Total comprehensive income for the six-month period ended June 30, 2025	**—**	**—**	**28,369**	**(112,674)**	**2**
Transactions with shareholders:					
Other transactions with shareholders	—	—	273,149	—	
Other movements:					
Dividends paid	—	—	—	—	(17
Other movements	—	(11,650)	—	—	
Adjustment to non-controlling interests (Note 2.7)	—	—	(4,026)	—	(6
At June 30, 2025	**70,663**	**365,442**	**(77,260)**	**(109,968)**	**12**

Cirsa Enterprises, S.A. and subsidiaries

Interim condensed consolidated cash flow statements for the six-month periods ended June 30, 2025 and 2024

(Thousands of euros)	Notes	06.30.2025	06.30.2024
Cash flows from operating activities			
Profit/(loss) for the year before tax		84,530	63,114
Adjustments to profit/(loss) due to:			
Change in operating provisions	9 & 17	473	1,295
Depreciation and amortization and impairment losses on non-current assets	6, 7, 10 & 19	182,539	166,475
Gains/(loss) on disposals/derecognition of non-current assets		605	951
Finance income (costs)	20.5	107,516	100,492
Exchange gains / (losses), net	20.6	(10,026)	2,671
Other		(950)	(900)
Change in:			
Inventories		(991)	(586)
Trade and other receivables		(9,177)	(7,505)
Suppliers and other accounts payable		13,555	2,360
Other operating assets and liabilities, net		(3,193)	(14,367)
Income tax paid		(20,319)	(43,600)
Net cash from operating activities		**344,545**	**270,399**
Cash flows from/(used in) investing activities			
Acquisition of property, plant, and equipment	7	(39,073)	(50,913)
Acquisition of intangible assets	6	(56,522)	(52,100)
Proceeds from other financial assets		791	2,925
Payments on business combinations and acquisition of investees	4	(134,485)	(29,064)
Payments on financial investments		(8,664)	(13,212)
Interest received and income from financial investments		1,426	3,734
Net cash used in investing activities		**(236,526)**	**(138,630)**
Cash flows from/(used in) financing activities			
Inflows / outflows of cash in bank accounts		51,011	3,200
Note issues	14	—	652,500
Redemption of notes	14	(242,400)	(433,775)
Lease liability principal payments	19	(41,847)	(38,886)
Other transactions with shareholders		273,149	—
Interest paid		(93,235)	(92,815)
Dividends paid and other payments	13.1	(21,832)	(226,060)
Net cash from/(used in) financing activities		**(75,154)**	**(135,836)**
Net increase/(decrease) in cash and cash equivalents		**32,882**	**(4,067)**
Net effect of exchange gains/(losses) on cash		**(5,488)**	**(524)**
Cash and cash equivalents at January 1	12	**256,094**	**251,179**
Cash and cash equivalents	**12**	**283,488**	**246,588**

Cirsa Enterprises, S.A. and subsidiaries

Notes to the interim condensed consolidated financial statements for the six-month periods ended June 30, 2025 and 2024

1. GROUP INFORMATION

1.1 Group activity

Cirsa Enterprises, S.A. (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, casinos and bingo halls, 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 and gaming 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 in Spain. On November 8, 2023, its conversion into a public limited company (PLC) was ratified in public deed.

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.

Additionally, on July 9, 2025 the ordinary shares of Cirsa Enterprises, S.A., belonging to the same class, were admitted to trading on the Barcelona, Bilbao, Madrid and Valencia stock exchanges.

1.2 Going concern

The Group shows negative working capital at June 30, 2025 amounting to 153,247 thousand euros (negative working capital of 161,351 thousand euros at December 31, 2024) mainly due to the deferred payment for the acquisitions of companies carried out in the last few years (Note 16).

However, the Group has a revolving credit facility (RCF) with a limit of 275,000 thousand euros at June 30, 2025, of which 60,000 thousand euros had been drawn down at June 30, 2025, that can be renewed at the Group's request for periods of up to 6 months until maturity (December 2029). 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 the six-month period ended June 30, 2025, the Group has generated robust operating cash flows, has kept an appropriate level of liquidity throughout the year and shows a record of conservative financial policies, including prudent management of financial debt maturities.

This situation, together with the most recent estimates and a robust cash position (283,488 thousand euros at June 30, 2025), has allowed the Board of Directors of the Group's Parent Company to prepare these interim condensed consolidated financial statements under the going concern principle. Therefore, the Group will be able to meet its financial obligations, particularly during the 12 months following the issuance of these consolidated financial statements.

1.3 Group structure

The Parent Company, which is domiciled in Spain, is a subsidiary of its Sole Owner 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 Group is ultimately controlled by The Blackstone Group.

The details of the Company's subsidiaries at June 30, 2025 and December 31, 2024 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: Associates are companies over which significant influence is exercised, 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.

(NOTE: 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 Separate information on the Parent Company

Appendix I includes the separate balance sheets at June 30, 2025 and December 31, 2024, and the separate income statements, separate statements of recognized income and expenses, separate statements of all changes in equity and separate cash flow statements of the Parent Company for the six-month periods ended on June 30, 2025 and 2024.

1.5 Changes in the scope of consolidation for the six-month period ended June 30, 2025

The changes in the scope of consolidation in the interim condensed consolidated financial statements for the six-month period ended June 30, 2025 are summarized as follows:

- Acquisition of companies

(Thousands of euros)	% voting rights	Consolidation method	Total Assets in the interim condensed consolidated statement of financial position at June 30, 2025	Operating revenue in the interim condensed consolidated statement of comprehensive income at June 30, 2025
Oper-Arosa, S.L.	100%	Full	2,601	2,213
Recreativos Ares, S.L.	100%	Full	718	360
Royal Games, S.R.L.	100%	Full	20,175	24,207
Gloria, S.R.L.	100%	Full	615	318
Recreativos Rio, S.L.	76%	Full	318	325
Easy Bet Services, S.R.L.	100%	Full	1,219	530
Casino da Figueira, S.A.	51%	Full	52	-
Business premises, Italy	100%	Full	12,723	4,988

The column "Total assets in the interim condensed consolidated statement of financial position" shows the contribution made by each company or group of companies to said statement of financial position. Note 4 discloses the main assets contributed to each company acquired.

For the purpose of these interim condensed consolidated financial statements, the acquisitions shown in the table above have all given rise to a business combination. The purpose of these business combinations was to continue strengthening the Group's strategy so that it becomes one of the leading

players in the gaming industry in the countries in which it operates and continues growing in the online gaming industry.

The information on the business combinations carried out during the period is shown in Note 4.

- Winding-up of companies

During the six-month period ended June 30, 2025 the company Atlantic Pecunia has been wounded up.

- Sales of companies

During the six-month period ended June 30, 2025 the ownership interest held in Binsavo (50%) was sold, obtaining a profit of 1,299 thousand euros.

- Changes in ownership percentage without loss of control

The changes in the ownership percentage, without loss of control, during the six-month period ended June 30, 2025 are as follows:

	Consolidation method		Percentage	
	In 2025	In 2024	At June 30, 2025	At June 30, 2024
Amical Trading, S.L.	Full	Full	51%	100%

The changes in the ownership percentage of these companies do not have a material impact on results, equity or non-controlling interests.

- Other changes in equity

During the six-month period ended June 30, 2025, A.O.G, S.R.L was spun off and therefore excluded from the Group. This spin-off constituted a strategic corporate and equity reorganization, the purpose of which was to separate the shareholding structure by dividing the assets and liabilities of the spun-off company. As a result of said spin-off, every shareholder held a different ownership percentage in the resulting companies, in comparison with the percentage they originally held in the spun-off company before the transaction. This spin-off plan was a partial non-proportional and asymmetric spin-off of the spun-off company, in accordance with articles 2506 and subsequent articles of the Italian Civil Code, which has been implemented by allocating a portion of its assets and liabilities to the beneficiary company, Just Retail, S.R.L. Some of these assets correspond to property, plant and equipment items and intangible assets either located in the gaming halls "Washington", "Pavia" and "Turin" (plant, equipment, vehicles, etc.) or related to these halls. As for the fixed assets, it should be noted that A.O.G. S.R.L. was the owner of a real estate complex (building and land) located in Milan, at Via Washington 97. After the spin-off, the ownership of the building and land was divided into equal parts between the spun-off company and the beneficiary company. Once the transaction was completed, Milleuno S.p.A. wholly owns A.O.G., S.R.L. And Cirsa Retail, S.r.l. wholly owns Just Retail, S.r.l.

The Group has hired an independent expert to carry out a measurement of the acquired assets and liabilities in relation to the bingo halls located in Milan (Washington), Pavia and Turin. As this measurement is still being made, the business combination reflected in the interim financial statements has been recorded as provisional, in accordance with applicable accounting regulations (Note 4 Business premises, Italy).

- Incorporation of companies

During the six-month period ended June 30, 2025 no new companies have been incorporated.

1.5 Changes in the scope of consolidation in 2024

The changes in the scope of consolidation in the interim condensed consolidated financial statements for the year ended December 31, 2024 are summarized as follows:

- Business combinations

	Consolidation method		Percentage	
	In 2024	In 2023	At June 30, 2024	At June 30, 2023
Business premises	Full	-	100%	-

- Acquisition of companies

(Thousands of euros)	% voting rights	Consolidation method	Total Assets in the consolidated statement of financial position at December 31, 2024	Operating revenue in the consolidated statement of comprehensive income at December 31, 2024
Alma De Panamá Oeste, S.A.	50%	Full	8,930	3,343
SFP Online, S.A.	78%	Full	8,269	0
Blanfe, S.L.	76%	Full	157	226
Apuesta Total (*)	100%	Full	69,228	76,019
Flyz Salon, S.L.	51%	Full	598	150
Salon Casino Royal España, S.L.	100%	Full	454	165
Leiden & Berbera Corporation, S.L.	100%	Full	3,063	2,884
Alcobendas Game, S.L.	100%	Full	2,276	2,801
Piela Recreativos, S.L.	76%	Full	279	255
Impera, S.R.L.	51%	Full	2,078	810

(*) A subgroup of companies was acquired on July 11, 2024 that jointly operate Apuesta Total, a sports betting and online casino business in Peru.

The column “Total assets in the consolidated statement of financial position” shows the contribution made by each company or group of companies to said statement of financial position. Note 4 discloses the main assets contributed to each company acquired.

For the purpose of the consolidated financial statements, the acquisitions shown in the table above have all given rise to a business combination. The purpose of these business combinations was to continue strengthening the Group’s strategy so that it becomes one of the leading players in the gaming industry in the countries in which it operates and continues growing in the online gaming industry.

The information on the business combinations carried out during the year is shown in Note 4.

- Winding-up of companies

(Thousands of euros)	% voting rights	Consolidation method
SCB Malecón Dominicana, C.A.	100%	Full

- Sales of companies

(Thousands of euros)	% voting rights	Consolidation method
Sport Tech Perú, SAC	100%	Full

The impact of the sale on results, equity and non-controlling interests is not material.

- Changes in ownership percentage without loss of control

The changes in the ownership percentage, without loss of control, during 2024 are as follows:

	Consolidation method		Percentage	
	2024	2023	At December 31, 2024	At December 31, 2023
Amical Trading, S.L.	Full	Full	100%	77%
Micri Comunication, S.R.L.	Full	Full	70%	80%
Cirsa Morocco, S.L.	Full	Full	76%	100%
Global Management Tangier, S.R.L.	Full	Full	76%	100%

The changes in the ownership percentage of these companies do not have a material impact on results, equity or non-controlling interests.

- Other changes in equity

During 2024 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 Barra Ancon, S.A.	Ancon Entertainment, INC.
La Barra Panamá, S.A.	Gaming & Services de Panamá, S.A.
Locales AT	Free Games, S.A.C
Santbar, S.L.	Global Game Machine Corporation, S.A.
Promociones Sol Ibiza, S.A.	Oper Ibiza, S.L.
Diamonds Games, S.L.	Tecnijoc, S.L.U.
Star Games Balear, S.L	Tecnijoc, S.L.U.
Juegos Del Oeste, S.L.U.	Comercial de Recreativos Salamanca, S.A.U.
Apuestas Electronicas, S.L.U.	Comercial de Recreativos Salamanca, S.A.U.
Global Bingo Stars	Global Bingo Corporation, S.A.
Global Bingo Madrid	Global Bingo Corporation, S.A.
Bingos De Madrid Reunidos	Global Bingo Corporation, S.A.
Palabingo, S.R.L.	Cirsa Retail, S.R.L.

- Incorporation of companies

(Thousands of euros)	% voting rights	Consolidation method	Segment
Teo Servicios Compartidos Norte, S.L.	100%	Full	Slots Spain
Teo Servicios Compartidos Centro, S.L.	100%	Full	Slots Spain
Teo Servicios Compartidos Levante, S.L.	100%	Full	Slots Spain
Teo Servicios Compartidos Sur, S.L.	100%	Full	Slots Spain
Just Retail, S.R.L.	100%	Full	Slots Italy

2. BASIS OF PRESENTATION AND ACCOUNTING STANDARDS

2.1 Basis of presentation

The Group has prepared these interim condensed consolidated financial statements for the six-month period ended June 30, 2025 in accordance with the International Financial Reporting Standards, and especially IAS 34 “Interim Financial Reporting” as adopted by the European Union (IFRS-EU) pursuant to article 12 of RD 1362/2007. These financial statements do not include all the information and disclosures required in the annual consolidated financial statements, and should be read in conjunction with the special-purpose consolidated financial statements for the years ended December 31, 2024, 2023 and 2022, available on the official website of the Spanish National Securities Market Commission (CNMV).

These interim condensed consolidated financial statements correspond to the six-month period comprised between January 1, 2025 and June 30, 2025.

These interim condensed consolidated financial statements are presented in thousands of euros unless otherwise indicated and are therefore susceptible to being rounded off.

These interim condensed consolidated financial statements of the Cirsa Group give a true and fair view of the equity and financial position of the Cirsa Group at June 30, 2025, and of its financial performance, changes in equity and consolidated cash flows for the six-month period then ended.

The accounting policies used in the preparation of these interim condensed 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 accounting policies detailed in the notes to the special-purpose consolidated financial statements for the years ended December 31, 2024, 2023 and 2022.

In the interim condensed consolidated statements of comprehensive income, EBITDA, EBIT and EBT are defined as:

- EBITDA: profit/(loss) before tax, finance income/(cost), profit/(loss) from investments in associates, profit/(loss) from disposal/derecognition of non-current assets, changes in operating provisions and amortization and depreciation expenses and impairment losses.
- EBIT: profit/(loss) before tax, finance income/(cost), profit/(loss) from investments in associates and profit/(loss) from disposal/derecognition of non-current assets, calculated as EBITDA less changes in operating provisions and amortization and depreciation expenses and impairment losses.
- EBT: calculated as EBIT less finance income/(cost), profit/(loss) from investments in associates and profit/(loss) from disposal/derecognition of non-current assets.

2.2 Comparison of information

For comparative purposes, the interim condensed consolidated financial statements prepared in accordance with the basis of presentation described in Note 2.1 include the figures for the six-month period ended June 30, 2024 for each item of the consolidated statement of comprehensive income, consolidated statement of changes in equity and consolidated cash flow statement. The consolidated statement of financial position at June 30, 2025 is presented together with the figures at December 31, 2024.

As stated in Note 1.5, during the six-month period ended June 30, 2025 there have been some changes in the scope of consolidation that affect comparative information.

2.3 Estimates and judgments

The preparation of the interim condensed 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). The fair value of contingent liabilities is estimated using Level 3 inputs, in accordance with IFRS 3.

- Impairment of assets

Non-financial assets whose carrying amount may be unrecoverable are tested for impairment at least annually. 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 the six-month period ended June 30, 2025, the Group has not recorded any impairment losses on goodwill. During the six-month period ended June 30, 2025, the Group has recognized impairment losses on intangible assets amounting to 5,248 thousand euros and on property, plant and equipment amounting to 183 thousand euros. Additionally, during the year 2024, the Group recognized impairment losses on goodwill amounting to 9,000 thousand euros, on intangible assets amounting to 908 thousand euros and on property, plant and equipment amounting to 963 thousand euros.

- 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 June 30, 2025 the Group has recorded deferred tax assets amounting to 100,543 thousand euros (104,506 thousand euros at December 31, 2024), as indicated in Note 18.4.

2.4 Standards and interpretations approved by the European Union applied for the first time in the current year

The accounting policies used to prepare the accompanying interim condensed consolidated financial statements are the same as those used to prepare the consolidated financial statements for the year ended December 31, 2024, as none of the standards, interpretations or amendments to the standards that are applicable for the first time this year has had any significant impact on the Group's accounting policies.

2.5 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	Date of adoption by the EU	Date of application in the EU	Date of application (IASB)
Classification and measurement of financial instruments (Amendments to IFRS 9 and IFRS 7)	Pending	Pending	January 1, 2026
IFRS 18 Presentation and disclosure in financial statements.	Pending	Pending	January 1, 2027

The Group is currently analyzing these new standards, amendments and interpretations, which have not yet come into effect. Consequently, the Group does not have sufficient information to quantify the expected impact that these standards may have, if any.

2.6 Consolidation methodology

The interim condensed consolidated financial statements include the financial statements of the Parent Company and its subsidiaries at June 30, 2025. Control is gained when the Group has rights to variable returns from its investment in the investee and has the ability to influence these returns through its power over the investee. Specifically, the Group has control over an investee if, and only if, it:

- has power over the investee (rights that give it the capacity to direct the investee's relevant activities)
- has exposure to, or rights to, the variable returns arising from its involvement with the investee
- can influence said returns by exercising its power over the investee

In the event that the Group does not have most voting rights, or similar rights, in the investee, it considers all relevant events and circumstances to assess whether it has control over the investee, including the following:

- Contractual agreements with the other shareholders with voting rights in the investee
- Rights arising out of other contractual agreements
- The Group’s voting rights and potential voting rights
- Control over the relevant activities of the investee

The Group reassesses whether it has control over an investee 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 interim condensed consolidated financial statements include the results of the period during which the Group held control.

Consolidation methodology is described in the following sections:

Consolidation methods

The methods applied to obtain these interim condensed consolidated financial statements were as follows:

- Full consolidation method for subsidiaries
- Equity method for associates and jointly controlled companies

Harmonization

The interim financial statements at June 30, 2025 of all the companies included in the scope of consolidation have been used in the consolidation process of the interim condensed consolidated financial statements for the six-month period ended June 30, 2025.

The accounting principles applied by the companies comply with Group policies and, accordingly, no harmonization adjustments were necessary.

Control

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 interim condensed consolidated financial statements.

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 year end, capital and reserves are translated at the historical exchange rate, and income and expenses at the average exchange rate of the year. The gains or losses arisen in this process have been directly recorded under “Currency translation differences” in equity.

2.7 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 non-controlling interests in the acquiree at either fair value or at their proportionate interest in the net identifiable assets of the acquiree. 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.

At acquisition date the Group recognizes any assets acquired and liabilities assumed at fair value. The liabilities assumed include contingent liabilities to the extent that they represent present obligations that arise as a result of past events and their fair value can be reliably measured.

If the business combination is achieved in stages, the carrying amount on the acquisition date of the acquirer's previously held equity interest in the acquiree is re-measured at fair value at the acquisition date. Any gain or loss arising on this subsequent measurement is recognized in profit or loss for the year.

The excess between the consideration paid and the net amount of the assets acquired and the liabilities assumed, less the value assigned to non-controlling interest, is recorded as goodwill. Any shortfall after assessing the amount of the consideration given, the value assigned to non-controlling interests and the identification and measurement of the net assets acquired is recognized in profit or loss.

In all relevant business combinations the purchase price allocation (PPA) is recorded based on the valuation of an independent third party (Note 4). As for non-controlling interests, the Group may elect to measure them at either fair value at the date of acquisition or at their proportionate interest in the net identifiable assets of the acquiree. The Group generally elects to measure non-controlling interests at fair value. However, in certain transactions, non-controlling interests are measured at their proportionate interest in the net identifiable assets of the acquiree.

For the later, as a result of this policy, goodwill attributed to non-controlling interests is not recognized in the consolidated financial statements. However, said amount should be considered in determining the recoverable amount of the related cash-generating unit (CGU) in the context of impairment tests.

For relevant combinations, valued by an independent expert, the Group elects to measure non-controlling interests at fair value. For non-relevant combinations whose PPA has been made internally, non-controlling interests are measured at their proportionate interest in the net assets of the acquiree.

Additionally, in transactions in which put and call options on non-controlling interests are established, the profit/(loss) attributable to non-controlling interests is recognized in the consolidated income statement, during the period in which said options are not exercised. However, at the end of each period, said profit/(loss) is reclassified to reserves as if the call option had been exercised. Additionally, a financial liability is recognized for the present value of the promised consideration, and the changes in fair value, including the accrual of interest, are recognized directly in consolidated equity, with no significant impact on the income statement.

2.8 Intangible assets

Intangible assets are initially measured at acquisition cost less accumulated amortization and any impairment loss.

Goodwill

Goodwill is not amortized as it is considered to have an indefinite useful life. 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. Instead, it is tested for impairment at least annually as well as intangible assets with indefinite useful lives.

Other intangible assets

The Group considers as other intangible assets development and industrial property costs, service concession arrangements, installation rights, brands, customer portfolio, installation rights from business combinations, transfer rights and software.

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 are amortized using a declining method (50% the first year) over the period for which they expect to obtain profits or revenue from such project, which generally comprises three years.

Service concession arrangements are amortized on a straight-line basis, according to the concession term, as well as transfer rights of leased premise.

Installation rights from the exclusive rights to operate halls are the amounts paid to the owners of the sites where the slot machines are located on an exclusivity basis are capitalized as installation rights. Intangible assets are amortized on a straight-line basis over the corresponding contract terms (between 3 and 5 years in general).

The intangible assets from business combinations have mainly arisen as a result of the acquisitions of the Cirsa Group by The Blackstone Group (2018), the acquisition of the Sportium subgroup and Giga (2019), the acquisition of the E-Play 24 subgroup and Ganabet (2022), the acquisition of Micri Srl (2023) and the acquisition of Apuesta Total and CasinoPortugal (2024), and comprise the following concepts:

- Installations rights due to business combinations that correspond to the rights from exclusive agreements signed by the operator with the bar owner (in case of slot machine activities) as well as license rights / authorizations for gaming activities already existing at the time of the business combination (in case of casino activities).
- Brand of the acquired company. Based on its valuation.
- Customer portfolio corresponding to the customer base. The customer portfolios acquired are capitalized when it is expected that they will generate future revenue.

These assets are amortized on a straight-line basis over their useful lives (ranging between 2.3 years and 20 years) based on the average maturity of exclusive agreements of Spanish Operators and the

duration of the administrative concession for the rest of installation rights, in accordance with the following breakdown:

	Method	Rate
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%
Casinos Mexico	Straight-line	8%
Casinos Colombia	Straight-line	13%
Operators Spain	Straight-line	10-29%
Operators Italy	Straight-line	29%
Online customer portfolio Spain	Straight-line	11%
Ganabet brand	Straight-line	20%
E-Play 24 brand	Straight-line	5%
E-Play 24 customer portfolio	Straight-line	13%
Micri brand	Straight-line	10%
Micri customer portfolio	Straight-line	42%
Apuesta Total brand	Straight-line	20%
Apuesta Total customer portfolio	Straight-line	25%
Casino Portugal brand	Straight-line	20%
Casino Portugal customer portfolio	Straight-line	33%

These criteria arose as a result of the several Purchase Price Allocations (PPAs) carried out by the external advisors. The measurement methods used by these external advisors were the MEEM (Multi-period Excess Earnings Method) for installation rights and customer portfolios and royalties for brands.

The Group considers that the Sportium brand, which belongs to the CGU Online gaming and betting Spain, has an indefinite useful life since given its positioning and great prestige the Group estimates that there is no foreseeable limit to the period over which it is expected to generate net cash inflows (Paragraphs 88 to 96 of IAS 38) and the brand is tested for impairment on an annual basis in accordance with IAS 36 and whenever there is an indication that it may be impaired. The value recognized at June 30, 2025 amounts to 36,024 thousand euros.

At June 30, 2025 the only intangible assets with indefinite useful lives are goodwill and the Sportium brand, which are tested for impairment at least annually. 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.

Software is measured at acquisition cost and amortized on a straight-line basis over three years. Software maintenance expenses are charged to the consolidated statement of comprehensive income for the year in which they are incurred.

2.9 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 balance method of depreciation (based on the sum-of-the-years' digits) is used alternatively for some assets, basically slot machines, since it better follows the actual pattern of revenue related to these assets.

	Heading	Method	Rate
Commercial buildings (new/used) and plant	Land and buildings	Straight-line	2 / 4%
Production facilities (new/used)	Technical installations	Straight-line	8 / 16%
Other facilities	Other installations, tools, furniture, and other PP&E items	Straight-line	8 / 12%
Production machinery	Machinery	Straight-line	10 %
Other production equipment	Machinery	Straight-line	20 %
New slot machines	Machinery	Declining(*)/Straigh t line (*)	20 %
Used slot machines	Machinery	Straight-line	40 %
Furniture (new/used)	Other installations, tools, furniture, and other PP&E items	Straight-line	10 / 20%
Vehicles (new/used)	Transport equipment	Declining(**)/Straig ht line	10 / 32%
Tools and furniture (new/used)	Other installations, tools, furniture, and other PP&E items	Straight-line	30 / 60%
Data processing equipment (new/used)	Data processing equipment	Declining(***)	25%
Molds and dices	Other installations, tools, furniture, and other PP&E items	Straight-line	25 %
Other PP&E items	Other installations, tools, furniture, and other PP&E items	Straight-line	16 %

(*) The declining method is used for slot machines in bars in Spain and corresponds to the sum-of-the-years' digits method over 5 years. The rest of machines are depreciated on a straight-line basis over 5 years.
(**) The declining method is used for transportation equipment used and corresponds to the sum-of-the-years' digits method over 5 years.
(***) The declining method for data processing equipment corresponds to the sum-of-the-years' digits method over 4 years.

2.10 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 profit/(loss) from the investee attributed to the Group from the acquisition date.

Part of the profit/(loss) for the year from the investee is recorded in the Group's consolidated statement of comprehensive income. Dividends received reduce the amount of the investment.

Changes in the investee's equity, as a result of changes that have had no effect on profit/(loss), are directly recorded as changes in the Group's equity.

2.11 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 deducted 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 (Note 14).
- 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 (Note 10).

The fair values of current and non-current financial assets and liabilities do not differ significantly from their respective carrying amounts.

Call and put options generated by the business combinations are considered financial instruments at fair value and measured using Level 3 measurement techniques in accordance with the hierarchy established by the International Financial Reporting Standards (IFRS). These instruments depend directly on the EBITDA of the acquiree, since its value is subject to the operational and financial performance of the company based on this key indicator.

2.12 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

The Group does not have any assets in this category at June 30, 2025 or December 31, 2024.

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.

2.13 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.

2.14 Cancelation 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 an existing financial liability is replaced by 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.

2.15 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.

2.16 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. This heading also includes the necessary money for the development of gaming activities.

In terms of the consolidated statement of cash flows, cash and cash equivalents include the abovementioned concepts, net of bank overdrafts, if applicable.

2.17 Impairment of assets

Non-financial assets

The Group assesses at the end of each reporting period 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 of an asset is the higher of the asset's fair value less cost to sell and value in use. Impairment is calculated for each separate asset, except where cash inflows from the asset are not generated independently from other assets. Should that be the case, the impairment test is performed at the cash-generating unit level. A cash-generating unit is the smallest identifiable group of assets that generates independent cash inflows. When the carrying amount of a cash-generating unit exceeds its recoverable amount, the cash-generating unit is considered impaired and its carrying amount is reduced to the recoverable amount. To assess value in use, future cash inflows are discounted at present value using a pre-tax discount rate that reflects the evolution of the time value of money in the current market and the risks specific to the cash-generating unit.

The Group assesses at the end of each reporting period 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. Except for impairment losses on goodwill and intangible assets with indefinite useful lives, which shall never be reversed, 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.

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 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 adjustment is made based on identified bad debts risk.

2.18 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.

2.19 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.

2.20 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 a currency other than the functional currency of each company are translated at the exchange rate prevailing at year end. Unrealized exchange gains or losses are recognized in the consolidated statement of comprehensive income, except for exchange gains or losses arising from intragroup monetary items, which are considered to be part of the net investment in the foreign subsidiary and recorded in Exchange gains (losses) in equity, with no impact on consolidated profit or loss.

2.21 Leases

The Group enters into a high number of lease arrangements it manages very actively. Recognized leases in which the Group acts as a lessee mainly correspond to premises where the several operating activities of the Group are located (casinos, halls...) and to offices and commercial vehicles.

There is a wide range of lease terms agreed upon in the lease arrangements. The non-cancelable periods agreed upon in the lease arrangements is less than 7 years on average. As from these non-cancellable periods, the Group may terminate the arrangement just giving, in general, 12 months' notice. The Group defines the lease term as the non-cancelable period of the lease together with the options to extend the lease if the lessee is reasonably certain to exercise that option. The factors considered when estimating the probability that an option to extend the lease will be exercised are the price of the premises compared to other prices in the area where it is located, the availability of other premises in the area, future expected needs for more space and/or expected need for renovation works on the premises, among others.

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. Leases are recognized as a right-of-use asset together with the corresponding liability on the date the leased asset becomes available for use by the Group. Right-of-use assets are measured at cost, which includes initial direct costs incurred, any lease payment settled at or before the commencement of the lease arrangement, less accumulated depreciation and any impairment losses, and are adjusted for any remeasurement of the lease liabilities. Right-of-use assets are depreciated on a straight-line basis over the lease term.

The right to use the asset is shown under "Right-of-use assets" in the consolidated statement of financial position.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date. The present value of the lease liability is determined using the incremental borrowing rate by country, lease term and currency, in accordance with the type of leased assets.

Contingent payments, common expenses and other costs related to the lease are not part of the determination of the lease liability and the right-of-use asset, and are recognized as an expense in the income statement in accordance with the accruals principle. Fixed lease payments are replaced with the depreciation of the right to use the asset and interest recognized on the lease liability.

Lease liabilities are shown in two separate headings in the interim condensed consolidated statement of financial position: under "Non-current lease liabilities" for liabilities to be offset in more than 12 months and under "Current lease liabilities" for liabilities to be offset in the next 12 months.

After the commencement date, the lease liability is measured by increasing the carrying amount to reflect the interest on the lease liability and reducing the carrying amount to reflect the lease payments made.

The Group remeasures the lease liability (and the corresponding right-of-use asset) when there is a change in the lease term or a significant change in the events or circumstances that result in a change in the assessment for the year of an option to extend the lease, in which case the lease liability is remeasured by discounting the revised lease payments using a revised discount rate or when a lease arrangement is modified and said lease modification is accounted for as a separate lease. In this case, the lease liability shall be remeasured by discounting the revised lease payments using a revised discount rate.

The Group applies IAS 36 to determine whether the right to use the asset is impaired, following the procedures described in section 17 of this note.

Short-term leases, variable 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). The Group also applies the exemption for leases for which the underlying asset is of low value to office equipment leases. 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. Variable lease payments that do not depend on an index or a rate are not included in the measurement of the lease liability of the right to use the asset and are recorded as an operating expense as incurred.

2.22 Recognition of revenue from contracts with customers

The Group has adopted IFRS 15 Revenue from Contracts with Customers as from January 1, 2018, which resulted in adapting the five-step model for measuring and recognizing revenue:

1. Identify the contract with customer
2. Identify the separate performance obligation
3. Determine the transaction price of the contract
4. Allocate the transaction price to the separate performance obligations, and
5. Recognize revenue when (or as) the entity satisfies a performance obligation

The Group's revenues by type are as follows:

Revenue from gaming activities (excluding sports betting)

Revenue from exploiting slot machines is recognized at the collected amount. The percentage of the amount collected from slot machines attributable to the premises where the machine is located and payments to sub-operators (which are based on a variable share in earnings) are included as operating expenses under "Variable leases and other"

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 is recorded for the net amount from the game ("win"), after deducting prizes removed by players.

Sports betting

The Group considers that revenues from bets and gaming fall outside the scope of IFRS 15 Revenue, and records these revenues in accordance with IFRS 9 Financial instruments.

Revenue from sports betting correspond to the net gain or loss from the bets placed during the period, that is, the amounts bet by customers less total payments recognized at the end of the sporting event, which is when the bet is settled. As the type of player of the Group does not usually place medium- or long-term bets, the Group has no significant open positions at year end and records them in the liabilities side of the balance sheet under “Other non-trade payables” (Note 16) at the amount bet by the customer.

Loyalty program

The Group manages a customer loyalty program that consists in rewarding customers with points that can be exchanged for prizes (i.e. gaming or hospitality). These points are identified as a separate performance obligation, which is allocated an amount based on the fair value of the points, and which is satisfied when the customer redeems the points obtained.

The cost of this loyalty program, and of any possible special offers and discounts given to customers, such as free bets and promotional vouchers, are deducted from the gross revenues generated. The amounts recorded as a result of these transactions are not significant for the Group.

Revenue from hospitality

In casinos and gaming halls, the Group generates additional revenues through the sale of food, drinks and other hospitality-related services. These revenues are recognized when control over the goods and services is transferred to the customer, that is, at the point of sale. Under IFRS 15, revenue is measured at the consideration received or receivable, net of any discount or special offer applied.

The sales of food and drinks are an integral part of the casino’s offering, providing customers with a supplementary service that is part of the revenue from gaming activities.

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. These refunds are completely immaterial at a Group level.

Interest income

Interest income is recorded based on the time passed, including the asset’s effective yield.

2.23 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.

2.24 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 taxable temporary differences, except for taxable temporary differences associated with the initial recognition of a lease arrangement, those arisen from acquired goodwill, the amortization of which is not tax deductible and those arisen upon the initial recognition of an asset or liability in a transaction, other than a business combination, that at the transaction date did not affect the accounting or the tax result, except for those related to right-of-use assets and liabilities.

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 investees 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.

2.25 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, and existing risks are disclosed in the notes, unless the possibility of a negative outcome is clearly considered remote.

2.26 Classification of current and non-current assets and liabilities

Assets and liabilities are classified in the interim condensed 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.

2.27 Non-controlling interests

This heading in the interim condensed consolidated statement of financial position shows the equity stakes held by non-controlling interests in the equity of the companies accounted for using the full consolidation method. The equity stakes held by minority shareholders in the profit/(loss) for the year from the companies accounted for using the full consolidation method are included in the interim condensed consolidated statement of comprehensive income, under profit/(loss) for the year attributable to non-controlling interests.

2.28 Cash flow statement

The interim condensed cash flow statement has been prepared using the indirect method, that is, adjusting net income with non-cash transactions and other operations that do not affect operating cash flows for the period.

The cash flow statement presents cash flows for the year by classifying them into:

- Operating activities: include the principal revenue-producing activities of the Group and other activities that are not investing or financing activities.
- Investing activities: include the acquisition or disposal of non-current assets.
- Financing activities: include activities that cause changes in the size and composition of shareholders' equity and loans received by the Group, including note issues.

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 based on market prices.

3.1 Operating segments

The information by business segment included in this note is presented in accordance with the disclosure requirements set out in IFRS 8 "Operating segments". Our business is divided into four segments: Casinos, Slots Spain, Slots Italy, and Online Gaming and Betting The operating segments are aligned with how management is currently organized. Management supervises all financial information based on the following operating segments:

- Casinos:

It comprises the entire retail gaming offering through own halls that includes in all cases a wide range of slot machines and e-roulettes together with other e-games and Food & Beverage / shows, plus game tables (and in a few cases traditional bingo). The Casinos segment develops its activity in Spain, Panama, Colombia, Mexico, Dominican Republican, Peru, Costa Rica and Morocco.

Gaming taxes on this segment mostly correspond to taxes on machines, which are calculated based on a percentage over net revenues, ranging from 6% to 18%. A minority portion of gaming taxes on this segment corresponds to fixed taxes on machines and tables and variable taxes on net revenues from tables.

At June 30, 2025, the Group operates a total of 452 casinos and gaming halls, including 273 in Spain and 179 in the rest of the world, according to the following detail:

	Casinos	Slot machines	Tables
Panama	36	7,930	20
Mexico	30	7,348	158
Colombia	78	7,709	255
Spain	273	7,685	49
Peru	19	2,597	36
Costa Rica	7	824	20
Dominican Republic	6	883	63
Morocco	3	417	47
Total	**452**	**35,393**	**648**

- Slots Spain:

It comprises the operation of slot machines, owned by the Group, in Spain through third-party bars and similar premises, together with the B2B business related to the design, manufacture and sale of slot machines for the Spanish bar channel, for both group companies and third parties.

At June 30, 2025, the Group operates 25,428 slot machines.

Gaming taxes on this segment are regulated by each one of the 17 Spanish autonomous communities and always correspond an annual fixed amount per machine.

This segment includes the B2B activity, which comprises the manufacture of a wide range of machines that offer flexibility to set plays, top prizes and other parameters in accordance with the regulations of each Spanish Autonomous Community. Additionally, game kits are offered to update existing machines with new games, which provides operators with a more economical option than acquiring a new machine.

All machines are assembled in Spain, where most of the main components are designed and production is outsourced. Both software and hardware are designed by the Group's own staff and capitalized as Research and Development.

- Slots Italy:

It includes the operation of slot machines (AWP) and video-lottery terminals (VLTs), which are rented out to third parties based on a percentage over the revenues generated by them, in third-party bars and gaming halls. Additionally, it includes revenue from the license granted by the government as a network systems operator for slot machines and VLTs (for both own and third-party machines).

At June 30, 2025, the Group operates 12,546 AWP slot machines in central and northern Italy (mainly). These facilities include bars, gaming halls (six of them owned by the Group), restaurants and gas stations. Income share agreements are entered into with the owners or operators of these facilities. These agreements are usually signed for a period of up to five years and are renewed on an annual basis. Additionally, as a result of interconnection agreements, a fixed fee is charged for each third-party slot machine interconnected to our network. These agreements can be renewed on an annual basis.

In addition to slot machines, at June 30, 2025 the Group operates 2,603 VLTs, mainly located in gaming halls in central and northern Italy that are connected to our network.

Gaming taxes in Italy are significantly higher than prevailing ones in other segments in which the Group operates, since they are variable taxes over the amount bet in the machine. The tax rate for the AWP slot machines is 24% and the tax rate for VLTs is 8.6%.

- Online gaming and betting:

It comprises the marketing and operating of bets in own and third-party premises and the development of related activities. The Group operates online bets and games in Spain and abroad. The Group operates in Spain, Colombia, Panama, Dominican Republic and Puerto Rico through the brand Sportium, while it operates in Italy and Peru through the brands E-Play 24 and Apuesta Total, respectively.

In this segment, the most significant operating costs correspond to utilities and external services, most notably including fees received from the owners of the brand from the websites where the online bets are placed in Italy.

Gaming taxes on this segment mostly correspond to a variable percentage applied to revenues (before or after the payment of awards and other discounts), ranging from 10% to 25%.

- Structure:

The Structure segment centralizes and manages shared services for the whole Group, such as people, finance, IT management, among others.

The column “Structure” consists of a sub-consolidation obtained from the financial statements of the companies below. It is considered a sub-consolidation because the balances and transactions between Cirsa Enterprises, S.A. and the other companies included in the operating segment “Structure”, which are detailed below, have been eliminated.

Cirsa Servicios Corporativos, S.L.
Cirsa Tecnologías de la Información, SL
Cirsa Finance International, S.A.R.L.U.
Cirsa Gaming Corporation, S.A.
Cirsa Enterprises, S.L.

The revenues from this segment come from invoicing of services provided to the other Group segments.

The main structure assets include core infrastructure and current account with group companies, while the main structure liabilities include corporate notes and current accounts with Group companies.

The table below shows information on revenue and profit/(loss), certain information on assets and liabilities, and other information regarding business segments, including balances and transactions between segments at June 30, 2025 and balances at December 31, 2024.

The information disclosed in this note has been prepared through the consolidation process by operating segment or by country (in the case of Information by geographical areas); the balances and transactions between companies in the same segment or country are eliminated. The balances and transactions with companies in different segments or countries are not eliminated. It should be noted that investments in group companies have been eliminated and have not been included in the table below either by operating segment or by country. By doing so, independent sub-consolidation processes are obtained for each segment and country.

Additionally, the column “Eliminations” shows the elimination of balances and transactions between the different operating segments that mainly correspond to trade transactions for services or financial transactions for cash pooling balances carried out between group companies that belong to different segments, among others.

June 30, 2025

Balances in the interim condensed consolidated balance sheet and statement of comprehensive income for the six-month

(Thousands of euros)	Casinos	Slots Spain	Slots Italy	Online gaming & betting	Structure
Assets by segment					
Allocated non-current assets	1,875,718	1,054,746	180,240	630,909	307,236
Unallocated non-current assets	—	—	—	—	100,543
Allocated current assets	178,713	115,650	86,967	144,965	106,791
Total Assets	**2,054,431**	**1,170,396**	**267,207**	**775,874**	**514,570**
Liabilities by segment					
Allocated liabilities	(757,807)	(194,954)	(183,319)	(190,359)	(2,840,392)
Unallocated liabilities	—	—	—	—	(194,820)
Total Liabilities	**(757,807)**	**(194,954)**	**(183,319)**	**(190,359)**	**(3,035,211)**
Total Operating revenue					
Sales to external customers	472,466	196,315	200,713	266,895	585
Intragroup revenue	3,396	20,519	20	3,218	24,803
Total revenue net of variable leases	**475,862**	**216,835**	**200,733**	**270,113**	**25,387**
Profit/(loss)					
Operating profit/(loss) (EBITDA)	193,346	109,295	15,827	56,123	(7,526)
Finance income	25,979	10,575	453	6,840	11,061
Finance costs	(22,287)	(4,070)	(3,395)	2,327	(115,895)
Profit/(loss) before tax (EBT)	103,909	73,398	1,911	33,976	(113,369)
Income tax	(24,867)	(20,607)	(2,059)	(4,878)	19,120
Net profit/(loss) for the year	79,043	52,791	(148)	29,097	(94,249)
Non-monetary expenses					
Charge to depreciation and amortization and impairment of assets	(99,863)	(43,102)	(10,688)	(27,843)	(1,043)
Change in operating provisions	131	(453)	(110)	(41)	—
Other significant expenses					
Employee benefits expense	(96,876)	(30,805)	(9,848)	(24,003)	(16,908)
Utilities and external services	(103,467)	(15,868)	(12,476)	(134,338)	(15,909)
Gaming taxes	(67,935)	(50,970)	(159,313)	(54,964)	(98)
Other segment information					
Investment in non-current assets (cash flow)	32,384	51,045	5,069	6,875	222
Investments in associates (balance sheet)	26,398	—	—	—	—
Non-controlling interests (profit and loss)	7,156	5,365	416	9,934	—

2024

Balances in the balance sheet and the interim condensed consolidated statement of comprehensive income for the year month period ended June 30, 2024, respectively.

(Thousands of euros)	Casinos	Slots Spain	Slots Italy	Online gaming & betting	Structure
Assets by segment					
Allocated non-current assets	1,875,325	1,053,560	147,317	626,565	202,934
Unallocated non-current assets	—	—	—	—	104,506
Allocated current assets	209,707	101,131	81,740	111,676	123,680
Total Assets	**2,085,032**	**1,154,690**	**229,057**	**738,241**	**431,120**
Liabilities by segment					
Allocated liabilities	(817,107)	(134,990)	(149,450)	(160,710)	(2,946,478)
Unallocated liabilities	—	—	—	—	(223,031)
Total Liabilities	**(817,107)**	**(134,990)**	**(149,450)**	**(160,710)**	**(3,169,509)**
Total Operating revenue					
Sales to external customers	476,646	183,872	191,072	167,131	826
Intragroup revenue	1,437	23,243	5	2,571	22,968
Total revenue net of variable leases	**478,083**	**207,115**	**191,077**	**169,702**	**23,794**
Profit/(loss)					
Operating profit/(loss) (EBITDA)	196,326	98,475	14,913	30,450	(3,944)
Finance income	8,514	11,965	136	4,776	134,738
Finance costs	(6,186)	(4,359)	(2,248)	(1,633)	(112,048)
Profit/(loss) before tax (EBT)	85,714	67,341	3,142	15,742	17,691
Income tax	(25,815)	(18,664)	(1,728)	(4,068)	24,149
Net profit/(loss) for the year	59,899	48,676	1,414	11,674	41,841
Non-monetary expenses					
Charge to depreciation and amortization and impairment of assets	(100,870)	(38,150)	(9,248)	(17,243)	(966)
Change in operating provisions	(12)	(968)	(74)	(241)	—
Other significant expenses					
Employee benefits expense	(93,287)	(31,243)	(9,204)	(12,697)	(15,465)
Utilities and external services	(105,177)	(16,633)	(13,082)	(88,938)	(12,153)
Gaming taxes	(69,648)	(51,547)	(150,346)	(36,823)	(81)
Other segment information					
Investment in non-current assets (cash flow)	49,370	52,185	6,960	6,727	696
Investments in associates (balance sheet at December 31, 2024)	24,101	—	6,566	—	—
Non-controlling interests (profit and loss)	5,490	5,413	470	4,227	—

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 June 30, 2025 and June 30, 2024:

June 30, 2025

	06.30.2025				
(Thousands of euros)	**Sales to external customers**	**Inter-segment sales**	**Total revenue geographical segment**	**Assets by geographical area**	**Investment in non-current assets**
Spain and Portugal	446,193	17,369	463,562	1,393,609	60,566
Latin America and Africa	419,846	218	420,064	552,171	29,254
Italy	289,384	96	289,480	258,060	5,775
Eliminations and other	—	(17,683)	(17,683)	1,468,553	—
	1,155,423	**—**	**1,155,423**	**3,672,393**	**95,595**

2024

	06.30.2024			12.31.2024	
(Thousands of euros)	**Sales to external customers**	**Inter-segment sales**	**Total revenue geographical segment**	**Assets by geographical area**	**Investment in non-current assets**
Spain	414,245	21,164	435,409	1,706,628	110,769
Latin America and Africa	342,316	379	342,695	1,765,315	68,562
Italy	276,112	213	276,325	422,445	12,143
Eliminations and other	—	(21,756)	(21,756)	(152,758)	—
	1,032,673	**—**	**1,032,673**	**3,741,630**	**191,474**

4. BUSINESS COMBINATIONS AND ACQUISITIONS OF INVESTEES

4.1 Acquisitions in 2025

The breakdown of the amounts related to the acquisitions carried out during the six-month period ended June 30, 2025

						(Thousands of euros)	
Name and description of the entities and businesses	**Segment**	**Acquisition date**	**Consideration price**	**Fair value of the net assets acquired**	**Goodwill**	**Installation rights due to business combinations**	**Custo port**
Oper-Arosa, S.L. (*)	Slots Spain	January 3, 2025	8,880	1,479	—	9,868	
Royal Games, S.R.L.(**)	Slots Italy	January 13, 2025	17,995	7,077	—	15,143	
Recreativos Rio, S.L.	Slots Spain	March 11, 2025	700	207	—	724	
Easy Bet Services, S.R.L.	Slots Italy	April 15, 2025	887	534	—	490	
Business premises, Italy	Slots Italy	April 1, 2025	6,421	3,778	—	3,666	
Casino Da Figueira, S.A.	Casinos	April 24, 2025	52	52	—	32	
			34,93	**13,127**	**—**	**29,923**	

(*) Whole owner of Recreativos Ares, S.L.
(**) Whole owner of Gloria S.R.L.

Assets acquired and liabilities assumed

The amounts recorded in the interim condensed consolidated financial statements at the acquisition date of the assets and liabilities acquired in the business combinations for the period ended June 30, 2025, by heading, are as follows:

(Thousands of euros)	Oper-Arosa, S.L.	Royal Games, S.L.	Recreativos Rio, S.L.	Business premises, Italy	Other	Total
Intangible assets	393	445	60	193	—	1,091
Property, plant and equipment	896	804	35	6,427	18	8,180
Right-of-use assets	—	205	—	1,528	—	1,733
Non-current financial assets	1,607	2,481	13	1,841	4	5,946
Deferred tax assets	—	37	—	746	95	878
Inventories	—	—	—	2	821	823
Receivables	114	9,823	6	1,033	—	10,976
Financial assets	—	1,135	—	86	—	1,341
Cash and cash equivalents	333	6,135	170	174	120	6,812
Other Current Assets	96	116	—	99	—	311
Total assets	**3,439**	**21,181**	**284**	**12,129**	**1,058**	**38,091**
Bank borrowings	(467)	(2,557)	—	(1,769)	(23)	(4,816)
Finance lease liabilities	—	(781)	—	(1,518)	—	(2,299)
Public administrations	—	(746)	—	(45)	(26)	(817)
Other payables	(487)	—	—	(20)	—	(507)
Trade payables	(195)	(6,567)	—	(3,976)	(170)	(10,907)
Other non-trade payables	(679)	(3,453)	(59)	(1,023)	(252)	(5,466)
Current income tax liabilities	(132)	—	(18)	—	—	(150)
Total liabilities	**(1,960)**	**(14,104)**	**(77)**	**(8,351)**	**(471)**	**(24,951)**
Total net identifiable assets at fair value	**1,479**	**7,077**	**207**	**3,778**	**587**	**13,129**
Net intangible assets arisen from the acquisition	7,401	10,918	543	2,643	379	21,884
Non-controlling interests	—	—	(50)	—	(26)	(76)
Consideration from the purchase	**8,880**	**17,995**	**700**	**6,421**	**939**	**34,935**

Non-controlling interests correspond to the proportionate interest in equity at the date of the purchase. At June 30, 2025, the assets and liabilities from the acquisition of the Business Premises in Italy are being measured by an independent expert.

Had the acquisitions taken place at the beginning of the year, consolidated net revenue from variable rent in the period ended June 30, 2025 would have increased by 2,027 thousand euros and consolidated profit/(loss) for the period 2025 would have increased by 236 thousand euros.

Additionally, since their acquisition date these companies have contributed profit to the Group amounting to 1,553 thousand euros.

Net cash flows related to acquisitions at June 30, 2025 are as follows:

(Thousands of euros)	Oper-Arosa, S.L.	Royal Games, S.R.L.	Recreativos Rio, S.L.	Business premises, Italy	Other	Total
Consideration paid at June 30, 2025 (*)	(6,630)	(9,761)	(491)	—	(53)	(16,935)
Cash and cash equivalents at acquisition date	333	6,135	170	174	—	6,812
Cash flows paid for the acquisitions at June 30, 2025	**(6,297)**	**(3,626)**	**(321)**	**174**	**(53)**	**(10,123)**

(*) 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.

The intangible assets arisen as a result of the several business combinations for the period, except for the measurement of the assets and liabilities from the acquisition of the Business Premises in Italy, have been measured through purchase price allocations (PPAs) carried out internally.

During the six-month period ended June 30, 2025, payments amounting to 10,122 and 124,363 thousand euros have been made corresponding to the acquisitions carried out at June 30, 2025 and prior periods, respectively.

On April 1, 2025 there was a partial, non-proportional and asymmetric spin-off of A.O.G. S.R.L., in which the Group held a 50% ownership interest. The purpose of the transaction consists in distributing the assets and liabilities among the two owners (Cirsa Retail, S.R.L. and Milleuno S.p.A.). Thus, the assets related to the bingo halls in Milan (Washington), Pavia and Turin have been transferred to Just Retail S.R.L. and the shareholding structure has been reorganized. As a result of said reorganization, Milleuno S.p.A. wholly owns A.O.G. S.R.L. and Cirsa Retail, S.r.l. wholly owns Just Retail, S.R.L.

The Group has hired an independent expert to carry out a measurement of the acquired assets and liabilities in relation to the bingo halls located in Milan (Washington), Pavia and Turin. As this measurement is still being made, the business combination reflected in the interim financial statements is recorded as provisional, in accordance with applicable accounting regulations.

No new shares have been issued and no cash adjustments are expected. The spin-off does not entail any bylaw amendment or special advantages for the directors.

4.2 Acquisitions in 2024

The breakdown of the amounts related to the acquisitions carried out during the year ended December 31, 2024 is as follo

						(Thousands of euros)	
Name and description of the entities and businesses	**Segment**	**Acquisition date**	**Consideratio n price**	**Fair value of the net assets acquired**	**Goodwill**	**Installation rights due to business combinations**	**Custo portf**
Business premises*	Casinos	March 2024	14,431	6,445	7,986	—	
Alma De Panamá Oeste, S.A.	Casinos	April 2024	3,191	(4,889)	—	7,563	
Leiden And Berbera Corporation, S.L.	Slots Spain	May 2024	6,283	1,889	—	5,859	
Alcobendas Game, S.L.	Slots Spain	May 2024	6,113	1,426	—	6,249	
Blanfe, S.L.	Slots Spain	July 2024	609	74	—	732	
Apuesta Total	Online gaming and betting	July 2024	197,736	20,132	133,407	—	4
Flyz Salon, S.L.	Casinos	July 2024	279	(325)	—	787	
Salon Casino Royal España, S.L.	Casinos	July 2024	374	(312)	—	917	
Piela Recreativos, S.L.	Slots Spain	October 2024	1,091	55	—	1,397	
Impera, S.R.L.	Online gaming and betting	October 2024	7,095	2,070	—	7,997	
SFP Online, S.A.	Online gaming and betting	December 2024	28,473	4,598	25,343	—	
			265,675	**31,163**	**166,736**	**31,501**	**4**

(*) The acquisition of business premises corresponds to the acquisition of the activity segment of 7 casinos in Colombia owned by W Casinos. The acquisition of assets and the transfer of employees and lease arrangements.

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 period ended December 31, 2024, by heading, are as follows:

(Thousands of euros)	Alma De Panamá Oeste, S.A.	Apuesta Total	Leiden And Berbera Corporation, S.L.	Alcobendas Game, S.L.	SFP Online, S.A.	Other acquisitions	Total
Intangible assets	1,261	4,711	481	676	833	1,484	9,446
Property, plant and equipment	2,819	4,934	512	436	28	2,028	10,757
Right-of-use assets	2,466	10,729	49	—	—	209	13,453
Non-current financial assets	8	6,572	32	370	—	99	7,081
Deferred tax assets	88	1,506	3	—	—	50	1,647
Inventories	5	22	—	—	—	0	27
Receivables	29	22,837	835	208	245	5,078	29,232
Financial assets	0	166	1	1	—	36	204
Cash and cash equivalents	246	10,053	228	138	5,636	1,843	18,144
Other Current Assets	11	4,242	10	8	—	10	4,281
Total assets	**6,933**	**65,772**	**2,151**	**1,837**	**6,742**	**10,837**	**94,272**
Bank borrowings	(1,759)	—	—	—	—	(118)	(1,877)
Finance lease liabilities	(2,819)	(12,931)	(49)	—	—	(215)	(16,014)
Public administrations	—	—	—	—	—	—	—
Other payables	(4,740)	—	(44)	—	—	(1,185)	(5,969)
Trade payables	(2,044)	(23,926)	(5)	—	(683)	(1,096)	(27,754)
Other non-trade payables	(460)	(8,784)	(141)	(263)	(1,460)	(209)	(11,317)
Current income tax liabilities	—	—	(24)	(147)	—	—	(171)
Total liabilities	(11,822)	(45,641)	(263)	(410)	(2,143)	(2,823)	(63,102)
Total net identifiable assets at fair value	**(4,889)**	**20,132**	**1,889**	**1,426**	**4,598**	**8,007**	**31,163**
Net intangible assets arisen from the acquisition	5,671	177,604	4,394	4,687	31,906	16,627	240,889
Non-controlling interests	2,408	—	—	—	(8,031)	(758)	(6,381)
Consideration from the purchase	**3,191**	**197,736**	**6,283**	**6,113**	**28,473**	**23,879**	**265,675**

Non-controlling interests correspond to the proportionate interest in equity at the date of the purchase. For the business combinations measured by an independent expert, non-controlling interests correspond to the fair value of equity.

Had the acquisitions taken place at the beginning of the year, consolidated net revenue from variable leases in 2024 would have increased by 64,344 thousand euros and consolidated profit/(loss) for 2024 would have increased by 10,698 thousand euros (the acquisition of Apuesta Total contributes 59,544 thousand euros and 9,866 thousand euros, respectively, to the aforementioned items). Additionally, since their acquisition date these companies have contributed profit to the Group amounting to 29,203 thousand euros.

Net cash flows related to acquisitions at December 31, 2024 are as follows:

(Thousands of euros)	Alma De Panamá Oeste, S.A.	Apuesta Total	Leiden And Berbera Corporation, S.L.	Alcobendas Game, S.L.	SFP Online, S.A.	Other acquisitions	Total
Consideration paid at December 31, 2024 (*)	(139)	(46,828)	—	—	(23,800)	(19,066)	(89,833)
Cash and cash equivalents at acquisition date	246	10,053	228	138	5,636	1,843	18,144
Cash flows paid for the acquisitions at December 31, 2024	**107**	**(36,775)**	**228**	**138**	**(18,164)**	**(17,223)**	**(71,690)**

(*) 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.

On July 11, 2024 6 companies were acquired in Peru (Holding AT, SAC, Free Games SAC, Business Administration, SAC, Kurax, SAC, Inversiones Gaming House, SAC and Locales AT), which jointly operate Apuesta Total, an online sports betting and casino business. A 70% stake is acquired, but the minority shareholder holds a put option and Cirsa holds a call option (both linked to EBITDA) on 30% of the stake held by the minority shareholder to be exercised, for 15% each, in 2027 and 2028, which must be exercised in the first 2 months of the year and paid in the first 6 months of the years 2027 and 2028 (Note 16). The amount paid at December 31, 2024 totals 46,828 thousand euros, whereas the outstanding amount at that date (including fluctuations in the Peruvian soles exchange rate) totals 160,196 thousand euros (627,438 thousand Peruvian soles). The intangible assets arisen as a result of the business combination have been valued by an independent expert through a purchase price allocation (PPA) process. At December 31, 2024 these amounts are not final.

The other PPAs, except for the acquisition of SFP Online, S.A., have been carried out internally.

Additionally, during the year 2024, payments were made amounting to 71,690 and 23,287 thousand euros corresponding to the acquisitions of 2024 and prior years, respectively.

5. GOODWILL

The Group has allocated goodwill to its cash-generating units (CGUs) in accordance with IAS 36, which defines a CGU as the smallest identifiable group of assets that generates cash inflows that are largely independent of the cash inflows from other assets or group of assets.

The Group's cash-generating units are determined based on the several business segments, but subdivided into countries, since it is considered that cash inflows are generated independently within each of the countries. Each country uses available resources based on its needs at any given time (machines are moved from one facility to another, customer loyalty programs are designed at a country level rather than at premises level).

The breakdown of and movements in goodwill in the six-month period ended June 30, 2025 by the cash-generating unit (CGU) to which it can be allocated are as follows:

(Thousands of euros)	12.31.2024	Additions	Currency translation differences	Other	06.30.2025
Slots Spain	520,313	—	—	—	520,313
Slots Italy	60,458	—	—	—	60,458
Casinos Spain	112,102	—	—	—	112,102
Casinos Panama	249,562	—	(27,208)	—	222,354
Casinos Colombia	141,994	—	(6,372)	—	135,622
Casinos Mexico	129,325	—	(2,761)	—	126,564
Casinos Dominican Republic	21,720	—	(2,032)	—	19,688
Casinos Peru	23,411	—	(1,673)	—	21,738
Casinos Costa Rica	15,785	—	(1,937)	—	13,848
Casinos Morocco	12,845	—	(73)	—	12,772
Online gaming and betting Spain	39,615	—	—	—	39,615
Online gaming and betting Italy	44,474	—	—	—	44,474
Online gaming and betting Mexico	7,299	—	(158)	—	7,141
Online gaming and betting Peru	139,313	—	(9,010)	20,000	150,303
Online gaming and betting Portugal	25,343	—	—	3,508	28,851
	1,543,559	**—**	**(51,224)**	**23,508**	**1,515,843**

In connection with the business combination carried out in 2024 of the CGUs Online gaming and betting Peru and Portugal, and in accordance with IFRS 3 (Business combinations), subsequent adjustments have been made to the initially estimated acquisition price, as a result of new information obtained on events and circumstances that existed at acquisition date and that would have affected the initial price valuation had they been known at that date. Said adjustments derive from revising certain contingent estimates linked to the acquisition agreement (Note 16).

As a result of this adjustment, goodwill recognized on consolidation has increased by 23,508 thousand euros (with the balancing entry being the "Other non-trade payables – Current liabilities" heading), reflecting the difference between the adjusted acquisition price and the revised fair value of the net assets acquired. This increase has occurred within the measurement period allowed by applicable accounting regulations.

In accordance with IFRS 3 Business combinations, the provisional amounts recognized at acquisition date should be retrospectively adjusted. Said adjustment would require the company to restate comparative figures; however, the company has decided not to restate said figures as, from a quantitative perspective, the adjustment is considered immaterial to both the assets and liabilities in the financial statements and the main economic and financial indicators that the Group usually publishes.

The adjustment to be made to non-current assets, at December 31, 2024, would account for 0.7% of said assets.

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).

In the six-month period ended June 30, 2025 there have been no additions in goodwill.

At June 30, 2025 no impairment losses on goodwill have been recorded.

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

The movements in this heading in the six-month period ended June 30, 2025 is as follows:

(Thousands of euros)	Balance at January 1, 2025	Additions	Derecognitions	Transfers (Note 7.1)	Business combinations	Currency translation differences	Balance at June 30, 2025
COST							
Development costs and patents	93,390	674	—	(47)	2	(678)	93,341
Service concession arrangements	88,395	13,655	(1)	—	—	(1,529)	100,520
Installation rights	333,987	39,155	(8,603)	148	4,124	(689)	368,122
Brand	83,461	(1,469)	—	—	—	(1,287)	80,705
Customer portfolio	92,174	—	—	—	—	(2,372)	89,802
Installation rights from business combinations	1,311,306	—	—	—	29,923	(67,176)	1,274,053
Transfer rights	19,833	34	(98)	13	—	(315)	19,467
Software	82,683	851	(386)	125	148	(1,771)	81,650
Prepayments and other	3,200	3,584	—	(24)	—	(273)	6,487
	2,108,429	**56,464**	**(9,088)**	**215**	**34,197**	**(76,090)**	**2,114,147**
AMORTIZATION							
Development costs and patents	(80,310)	(2,497)	—	—	(2)	531	(82,278)
Service concession arrangements	(74,229)	(4,234)	1	—	—	775	(77,687)
Installation rights	(180,073)	(25,009)	5,900	—	(2,511)	664	(201,029)
Brand	(8,107)	(3,862)	—	—	—	—	(11,969)
Customer portfolio	(26,243)	(9,859)	—	—	—	—	(36,102)
Installation rights from business combinations	(647,660)	(51,250)	—	—	—	22,117	(676,793)
Transfer rights	(12,919)	(832)	98	—	—	189	(13,464)
Software	(57,122)	(4,485)	380	—	(137)	1,236	(60,128)
	(1,086,663)	**(102,028)**	**6,379**	**—**	**(2,650)**	**25,512**	**(1,159,450)**
Impairment losses(*)	(28,068)	(5,248)	942	—	(533)	—	(32,907)
Net carrying amount	**993,698**	**(50,792)**	**(1,767)**	**215**	**31,014**	**(50,578)**	**921,790**

(*) The main items included in “Impairment losses” correspond to impairment losses on installation rights due to business combinations (23,353 thousand euros at June 30, 2025) (23,353 thousand euros at December 31, 2024), impairment losses on exclusive rights (2,646 thousand euros at June 30, 2025) (2,308 thousand euros at December 31, 2024), impairment losses on service concession arrangements (3,352 thousand euros at June 30, 2025) (1,819 thousand euros at December 31, 2024), and impairment losses on industrial property (3,556 thousand euros at June 30, 2025) (no amount at December 31, 2024).

The column “Business combinations” shows the effect of business combinations (Note 4).

Most of the additions in 2025 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 heading 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 June 30, 2025 amounts to 4,883 thousand euros.
- Companies engaged in lotteries and interactive products: Software development for online gaming applications. The net value at June 30, 2025 amounts to 431 thousand euros.

The internal cost of developing new models of slot machines and software for on-line games by the B2B activities of the Group is recorded as development costs and patents with a charge to the corresponding expenses according to their nature in the interim condensed consolidated statement of comprehensive income. Said work performed by the Group and capitalized as intangible assets in the period 2025 amounts to 306 thousand euros.

Research and development costs recognized as an expense in the six-month period ended June 30, 2025 amount to 37 thousand euros (Note 20.4).

6.3 Service concession arrangements

The most significant items in the gross balance of service concession arrangements at June 30, 2025 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 15,835 thousand euros (15,939 thousand euros at December 31, 2024). The net value of this concession at June 30, 2025 amounts to 10,741 thousand euros (10,600 thousand euros at December 31, 2024). In February 2025 there has been an addition of 2,000 thousand US dollars corresponding to the legal entitlement to premises located in Colón, Panama.
- Licenses of video terminals acquired by Cirsa Italia S.p.A. for an amount of 60,596 thousand euros (49,145 thousand euros at December 31, 2024). At June 30, 2025 the net value of the concession amounts to 8,588 thousand euros (0 thousand euros at December 31, 2024). The increase in this balance is due to the extension of the licenses until December 2026.

- Entry fee in order to manage one of our casinos in Morocco, for a net amount of 4,033 thousand euros. At December 31, 2024 the net value of this right amounted to 4,817 thousand euros.

6.4 Installation rights

This heading mainly includes the amounts given in exchange for the exclusive rights to operate in the halls where the slot machines are located, between 3 and 5 years in general, for a net carrying amount of 162,732 thousand euros (151,606 thousand euros at December 31, 2024).

6.5 Installation rights from business combinations

This heading includes the amounts arisen as a result of the business combinations, for a net carrying amount of 551,704 thousand euros (640,293 thousand euros at December 31, 2024). (Note 2.18).

6.6 Brand and customer portfolio

The headings Brand and Customer portfolio include the amounts arisen as a result of the different business combinations, for a net carrying amount of 68,736 thousand euros (75,354 thousand euros at December 31, 2024). Specifically, they include the following brands: Sportium, Ganabet, E-Play 24, Apuesta Total, Micri and CasinoPortugal; and the following Online customer portfolios in Spain: E-Play 24, Micri and CasinoPortugal, for a net carrying amount of 53,700 thousand euros (65,931 thousand euros at December 31, 2024) (Note 2.8).

6.7 Impairment losses

No impairment losses have been recorded on installation rights due to business combinations during the six-month period ended June 30, 2025 (impairment losses amounting to 908 thousand euros during 2024), which are registered as a result of the impairment tests made on the Group's assets (Note 10).

6.8 Other information

At the closing date of the six-month period ended June 30, 2025, the net value of intangible assets in foreign companies amounts to 630,551 thousand euros (636,403 thousand euros at December 31, 2024). The main intangible assets in foreign companies are installation rights arisen from business combinations and service concession arrangements.

7. PROPERTY, PLANT AND EQUIPMENT

7.1 Movements

The movements in 2025 are as follows:

(Thousands of euros)	Balance at January 1, 2025	Additions	Derecognitions	Transfers (Note 6.1)	Business combinations	Currency translation differences	Balance at June 30, 2025
Cost							
Land and buildings	106,389	180	(1,606)	88	6,925	(5,267)	106,709
Technical installations	160,561	1,270	(9,397)	1,590	—	(7,613)	146,411
Machinery	617,952	30,254	(37,961)	2,850	9,159	(30,359)	591,895
Data processing equipment	93,263	1,648	(522)	262	274	(1,586)	93,339
Transport equipment	4,607	20	(425)	—	211	(122)	4,291
Other installations, tools, furniture, and other PP&E	465,294	4,499	(1,359)	3,044	5,169	(18,116)	458,531
Property, plant and equipment under construction	14,112	13,320	(399)	(8,050)	—	(794)	18,189
	1,462,178	**51,191**	**(51,669)**	**(216)**	**21,738**	**(63,857)**	**1,419,365**
Depreciation							
Buildings	(67,657)	(2,289)	22	13	(2,818)	2,196	(70,533)
Technical installations	(132,845)	(4,973)	9,230	(13)	—	5,123	(123,478)
Machinery	(503,049)	(24,053)	34,857	3	(5,044)	24,144	(473,142)
Data processing equipment	(81,491)	(2,642)	442	(24)	(255)	1,673	(82,297)
Transport equipment	(3,636)	(100)	379	—	(174)	104	(3,427)
Other installations, tools, furniture, and other PP&E	(366,934)	(8,881)	1,035	22	(4,390)	14,923	(364,225)
	(1,155,612)	**(42,938)**	**45,965**	**1**	**(12,681)**	**48,163**	**(1,117,102)**
Impairment losses	(3,045)	(183)	493	—	(877)	73	(3,539)
Net carrying amount	**303,521**	**8,070**	**(5,211)**	**(215)**	**8,180**	**(15,621)**	**298,724**

The “Additions” column for the six-month period ended June 30, 2025 mainly includes investments in assets in Spain (21,820 thousand euros), Colombia (3,515 thousand euros), and Panama (5,181 thousand euros) and Italy (2,467 thousand euros), mainly to renovate some already-installed halls and machines, and additions of property, plant and equipment under construction amounting to 13,320 thousand euros as a result of the renovation and expansion of casinos, mainly in Latin American countries.

The “Disposals” column for the period 2025 includes sales of several assets and other disposals, basically due to the replacement of slot machines, which have resulted in losses of 1,143 thousand euros.

The “Business combinations” column for the period 2025 shows the effect of the business combinations (Note 4), which has amounted to an overall gross value of 26,024 thousand euros and accumulated depreciation of 12,681 thousand euros.

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 credit to the corresponding expenses according to their nature in the interim condensed consolidated statement of comprehensive income. The work performed by the Group and capitalized as property plant and equipment in the period 2025 amounts to 22,535 thousand euros.

7.3 Assets used as guarantees

Several property, plant and equipment items, whose net value at June 30, 2025 was 330 thousand euros, 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 948 thousand euros at June 30, 2025 (1,182 thousand euros at December 31, 2024).

7.5 Assets located outside of Spain

The net value of the assets located outside of Spain amounts to 165,428 thousand euros at June 30, 2025 (169,126 thousand euros at December 31, 2024).

7.6 Investment commitments

Firm investment commitments amount to 2,791 thousand euros at June 30, 2025 (6,420 thousand euros at December 31, 2024).

7.7 Other installations, tools, furniture, and other PP&E

The main assets included in “Other installations, tools, furniture, and other PP&E” mostly correspond to air-conditioning equipment, necessary equipment for energy consumption, office furniture and gaming, casino, bingo and hall furniture.

8. INVESTMENTS IN ASSOCIATES

This heading includes the following investments at June 30, 2025:

(Thousands of euros)	Book value of the investment (*)	Assets	Liabilities	Operating revenue	Profit/(loss) for the period
A.O.G, S.R.L.	—	—	—	23,575	4
Unión de Operadores Reunidos, S.A.	21,922	20,511	5,877	12,956	3,092
Other	4,476	33,168	24,883	30,411	2,137
	26,398	**53,679**	**30,760**	**66,942**	**5,233**

(*) The Appendix includes the ownership percentages held in each of the companies.

This heading includes the following investments at December 31, 2024:

(Thousands of euros)	Book value of the investment (*)	Assets	Liabilities	Operating revenue	Profit/(loss) for the period
AOG, S.R.L.	6,566	23,455	22,698	45,229	334
Unión de Operadores Reunidos, S.A.	20,504	22,212	3,213	25,878	8,314
Other	3,597	33,178	22,623	55,591	3,787
	30,667	**78,845**	**48,535**	**126,698**	**12,434**

As detailed in Note 1.5, on April 1, 2025, all the shares that the Group held in AOG, S.R.L. were spun off. Additionally, on June 4, 2025 the Group sold 50% of Binsavo, S.A. to the owner that held the other 50% stake.

The associates consolidated using the equity method had no contingent liabilities or capital commitments at June 30, 2025.

The variation at June 30, 2025 in the 'Investments in associates' caption is as follows:

(Thousands of euros)	AOG, S.R.L.	Unión de Operadores Reunidos, S.A.	Other	Total
Balance at January 1	6,566	20,504	3,597	30,667
Dividends	—	—	(1,477)	(1,477)
Share in profit/(loss) for the period	(234)	1,418	2,526	3,710
Derecognitions	(6,332)	—	(170)	(6,502)
Balance at June 30, 2025	**—**	**21,922**	**4,476**	**26,398**

The annual variation in the year 2024 in the “Investments in associates” caption is as follows:

(Thousands of euros)	AOG, S.R.L.	Unión de Operadores Reunidos, S.A.	Other	Total
Balance at January 1	6,982	19,722	965	27,670
Dividends	—	(3,100)	(1,050)	(4,150)
Share in profit/(loss) for the period	3,881	(416)	3,681	7,147
Balance at December 31, 2024	**10,864**	**16,206**	**3,597**	**30,667**

The transactions carried out during the period 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:

	06.30.2025			12.31.2024		
(Thousands of euros)	Non-current	Current	Total	Non-current	Current	Total
Financial assets at amortized cost						
Joint ventures and associates	2,900	3,482	6,382	—	2,660	2,660
Loans to third parties	29,484	—	29,484	30,175	—	30,175
Guarantees and deposits	10,863	13,721	24,585	10,965	18,192	29,157
Fixed income securities and deposits	—	17,621	17,621	—	10,356	10,356
Trade and other receivables	—	200,409	200,409	—	184,490	184,490
Other (*)	10,911	1,950	12,860	8,517	2,540	11,057
	54,158	237,183	291,341	49,657	218,238	267,895
Impairment losses	(62)	(35,751)	(35,813)	(268)	(33,572)	(33,841)
	54,096	**201,432**	**255,528**	**49,388**	**184,666**	**234,054**

(*) “Other” includes non-current prepaid expenses and financial investments.

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 amounting to 62 thousand euros at June 30, 2025 (268 thousand euros at December 31, 2024) mainly relates to loans to third parties, whereas the amount of impairment losses on current financial assets mainly relates to trade and other receivables (33,529 thousand euros at June 30, 2025 and 30,842 thousand euros at December 31, 2024, respectively). The remainder of the balance of current assets amounting to 2,225 thousand euros corresponds to impairment losses on loans granted to third parties (2,730 thousand euros at December 31, 2024).

The book value of this caption is denominated in the following currencies:

(Thousands of euros)	06.30.2025	12.31.2024
Euro	189,560	179,563
US dollar	25,075	18,580
Colombian peso	14,141	627
Mexican peso	11,818	18,555
Peruvian sol	7,512	7,032
Costa Rican colon	467	2,792
Dominican peso	5,243	2,051
Moroccan dirham	1,712	4,854
	255,528	**234,054**

9.1 Balances with joint ventures and associates

Balances with joint ventures and associates

This caption breaks down as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Participation loans	2,900	-
Trade transactions with associates	3,482	2,660
	6,382	**2,660**

(*) 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)	06.30.2025	12.31.2024
Within 1 year	3,482	2,660
Between 1 and 2 years	2,900	—
Between 2 and 3 years	—	—
Between 3 and 4 years	—	—
Between 4 and 5 years	—	—
	6,382	**2,660**

The average interest rate of these assets during the six-month period ended June 30, 2025 was 0.5% (0.5% in the prior year).

9.2 Loans to third parties

The breakdown of non-current loans to third parties is as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Loan against shares as collateral granted for the acquisition of a 49% interest in a casino in Morocco at an interest rate of 1%.	2,218	2,207
Non-current prepayments to suppliers	4,213	3,549
Non-current loans to employees	-	1,973
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%.	4,967	5,977
Accounts receivable from the industrial division.	750	934
Other	17,336	15,535
	29,484	**30,175**

The "Other" heading mainly includes funds deposited in external financial institutions in connection with labor laws in Panama (Fondo Profuturo) and Italy (TFR).

The breakdown of maturity dates for non-current loans to third parties is as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Between 1 and 2 years	17,294	17,487
Between 2 and 3 years	5,541	2,610
Between 3 and 4 years	2,185	4,776
Between 4 and 5 years	1,691	1,965
More than 5 years	2,773	3,337
	29,484	**30,175**

9.3 Trade and other receivables

This caption consists of the following balances:

(Thousands of euros)	06.30.2025	12.31.2024
Trade receivables	78,416	80,060
Impairment losses	(33,529)	(30,842)
Public administrations	57,303	45,972
Other accounts receivable	64,690	58,458
	166,880	**153,648**

The “Trade receivables” heading mainly refers to accounts receivable related to the B2B activity of the Group (sale of slot machines in Spain) amounting to 28,985 thousand euros at June 30, 2025 (30,908 thousand euros at 2024 year end) and accounts receivable from the owners of AWP machines connected to Cirsa Italy’s network that include gaming taxes paid and the network connection fee amounting to 25,682 thousand euros at June 30, 2025 (36,822 thousand euros 2024 year end).

“Receivables from Public administrations” mainly correspond to payments on account of income tax, VAT and other tax receivables. At June 30, 2025 the balance in this account has increased mainly due to a rise in prepayments related to the corporate income tax and a reduction in the public administrations heading due to a tax refund.

“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 increase in this account is due to a rise in loans granted to bars.

The balance of “Trade and other receivables” is shown net of impairment losses. The movements in the current balance are as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Balance at January 1	33,572	30,555
Net charges for the year	1,695	7,453
Reversal for the year	(248)	(4,568)
Additions of companies	732	132
Balance at December 31	**35,751**	**33,572**

The Group has established credit periods between 90 and 150 days, while the average collection period is approximately of 120 days at June 30, 2025 (120 days at December 31, 2024).

9.4 Other current assets

This heading mainly includes accruals of sponsorships and other unaccrued expenses.

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 are estimated using projection models that integrate the most relevant operating, financial and macroeconomic indicators in each case. The explicit projection horizon is four years. From then on, terminal value is estimated as permanent income calculated at a constant growth rate.

For fast-growing companies, the Group's vision is to make 7-year projections since this is the time it takes for the business's cash flows to normalize, and it is considered that the maturation period for this type of business is not that short.

The assumptions considered in the estimation of cash flows over more than 5 years are considered reliable, based on growth provided by a market data, intelligence and customized consultancy leader in the gambling industry.

Additionally, the Group has many years of experience in the acquisition of companies and post-acquisition development.

Projection for the first year considers the detailed operating plan approved by the Board, for each business unit for the year 2025, adjusted, where appropriate, for 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.

Revenue growth rates used for the projections that the impairment tests are based on are mainly substantiated on historical evolution of revenue for each cash-generating unit. Retail units, that is, the units with no online component, have historically shown annual organic growth close to 4% (lower growth has been estimated for the CGUs Slots Spain and Italy, while online or digital units have shown organic growth close to 7.5%).

A second factor for determining future evolution of revenue is game penetration by country. Data from external sources is used to determine game penetration measured as game expenditure per inhabitant. Expenditure per inhabitant in Latin America is 72% less than in Spain and expenditure per inhabitant in Spain is 36% less than expenditure in the United Kingdom, which is the country used as reference of potential expenditure per inhabitant.

Other factors used to determine the evolution of the different indicators used in the projections are expected evolution of GDP and inflation in each country. Additionally, actions aimed at enhancing efficiency (such as streamlining bar routes for collection agents so that they only collect cash from machines when they are full, which is achieved by connecting machines in real time) are considered in line with historical efficiencies.

For the years 2026 to 2028 the best estimate of business performance projections is considered. These projections are based on measures implemented to increase future revenue, such as actions aimed at maximizing customer loyalty or benefiting from economies of scale and continue with the efficiency and productivity plans already in place.

Our strategic plan (SP) is based on organic revenue growth of approximately 4%. This growth varies depending on the market and geographic area. This forecast is consistent with the projections provided to us by a leading renowned consulting firm in the gaming industry, which forecast 6% growth in the gaming market in our main geographic areas (data have been provided for all countries except for Morocco, Dominican Republic and Costa Rica, which accounted for slightly over 7% of EBITDA in 2024). In any case, our strategic plan is rather conservative at an organic level. Additionally, our strategic plan includes expansion investments through M&A that are not included in the financial projections.

Cirsa's strategy is based, among others, on achieving organic growth by becoming a leader in the gaming offerings for its customers. To retain this leadership the most advanced gaming machines are required. Consequently, there is a machine renewal program based on the revenues generated by each one machine. Additionally, renovating and improving casinos and gaming halls is a key driver for organic growth. Investments in property, plant and equipment and intangible assets account for 7% to 9% of revenue on a consistent basis over time.

The rate used to discount cash flows corresponds to the weighted average cost of capital, calculated for each cash-generating 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 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 fixed interest on the Group's latest note issue in January 2024 (6.5%).

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 (obtained from the most recent World Economic Outlook of the International Monetary Fund - IMF); that is, growth in real terms is not considered. The growth rates applied are disclosed further below. 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 2025.

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 cash-generating units are determined based on the segment-country. The breakdown thereof is as follows:

- Slots Spain
- Slots Italy
- Casinos Spain
- Casinos Panama
- Casinos Colombia
- Casinos Mexico
- Casinos Dominican Republic
- Casinos Peru
- Casinos Costa Rica
- Casinos Morocco
- Online gaming and betting Spain
- Online gaming and betting Mexico
- Online gaming and betting Italy
- Online gaming and betting Peru
- Online gaming and betting Portugal

Impairment test

At December 31, 2024, a value in use was determined using cash flow projections in the Group's operating and strategic plans for a period of four years. As from the fourth year, a terminal value has been determined using a perpetual annuity with a constant growth rate.

The growth rates are detailed in "Key assumptions" below.

Key assumptions

Budgeted net revenue from variable leases - the basis for determining the value allocated to budgeted net revenue from variable leases is the average of the net revenue obtained in the year, increased by the evolution of growth parameters in activity in the several markets. The main assumptions that substantiate the operational and strategic plans focus on the estimate of growth trends in the several market and the evolution of each CGU's operating costs. These estimates are based on experience and knowledge of how the markets in which the Group operates behave, and on macroeconomic indicators that reflect present and future circumstances for each area. Additionally, the Group considers detailed action plans including drivers of growth with an impact on revenue, such as recurring programs for replacing machines or furniture, which are scheduled based on recurring and regular past actions.

From year five onwards (from year eight onwards in fast-growing companies), projections are extrapolated using a growth rate similar to the growth rate equivalent to expected inflation.

Increase in operating expenses (cost of sales, personnel expenses, gaming taxes and utilities and external services) - the basis for determining the value allocated to the increase in costs is the price index expected for future years 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. Cost optimization plans based on efficiency and productivity measures are also considered.

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 for each country comprising the several CGUs are as follows:

Cash-generating unit	Pre-tax discount rate
	2024
Slots Spain	8.20%
Slots Italy	8.60%
Casinos Spain	8.20%
Casinos Panama	8.00%
Casinos Colombia	13.50%
Casinos Mexico	14.10%
Casinos Dominican Republic	12.90%
Casinos Peru	11.10%
Casinos Costa Rica	11.60%
Casinos Morocco	9.50%
Online gaming and betting Spain	8.20%
Online gaming and betting Mexico	14.10%
Online gaming and betting Italy	8.60%
Online gaming and betting Peru	11.10%
Online gaming and betting Portugal	7.00%

The growth rates for the purpose of calculating the terminal value used for each country comprising the several CGUs are as follows:

Cash-generating unit	Growth rate
	2024
Slots Spain	1.70%
Slots Italy	2.00%
Casinos Spain	1.70%
Casinos Panama	2.00%
Casinos Colombia	3.00%
Casinos Mexico	3.00%
Casinos Dominican Republic	3.97%
Casinos Peru	2.52%
Casinos Costa Rica	3.50%
Casinos Morocco	2.09%
Online gaming and betting Spain	1.70%
Online gaming and betting Mexico	3.00%
Online gaming and betting Italy	2.00%
Online gaming and betting Peru	2.52%
Online gaming and betting Portugal	2.50%

Test results at December 31, 2024

As a result of the impairment tests on goodwill, impairment losses amounting to 9,000 thousand euros were recorded in 2024.

2024

CGU	Goodwill	Other intangible assets	Installation rights from business combinations	Brand	Customer portfolio	Property, plant and equipment	Book value
Slots Spain	520,313	137,316	71,082	—	—	71,038	799,749
Slots Italy	60,458	9,312	41,650	—	—	7,659	119,079
Casinos Spain	112,102	502	76,006	—	—	33,309	221,919
Casinos Panama	249,562	18,677	311,298	—	—	47,584	627,121
Casinos Colombia	141,994	2,565	2,165	—	—	40,872	187,596
Casinos Mexico	129,325	11,673	85,866	—	—	43,301	270,165
Casinos Dominican Republic	21,720	1,460	3,534	—	—	9,741	36,455
Casinos Peru	23,411	246	(2,148)	—	—	3,633	25,142
Casinos Costa Rica	15,785	1,477	18,746	—	—	9,526	45,533
Casinos Morocco	12,845	5,369	4,198	—	—	5,728	28,140
Online gaming and betting Spain	39,615	15,489	9,220	36,024	5,717	21,917	127,982
Online gaming and betting Italy	44,474	390	15,275	12,387	20,196	1,001	93,723
Online gaming and betting Mexico	7,299	2,737	—	3,248	—	81	13,365
Online gaming and betting Peru	139,313	7,729	—	19,850	35,556	5,483	207,931
Online gaming and betting Portugal	25,343	833	—	3,845	4,462	28	34,511
	1,543,559	**215,775**	**636,891**	**75,354**	**65,931**	**300,901**	**2,838,410**

The recoverable amount of each CGU is determined based on the value in use, which is calculated based on a level 3 methodology according to the hierarchy established in IFRS 13.

Sensitivity analysis in key assumptions

Even though reasonably possible changes do not entail any impairment in most CGUs, the Group conducts a sensitivity analysis through illustrative changes in the key assumptions considered in said calculation. Said illustrative changes are considered prudential and are homogeneous over time.

The Group performs a sensitivity analysis of the calculation of impairment by applying reasonable changes in the key assumptions considered in the calculation. For CGUs and groups of CGUs the following variations have been applied, keeping the values of all other assumptions constant.

They are as follows:

• Decrease of 100 basis points for retail and 200 basis points for online in EBITDA margin over the perpetual projected absolute value (EBITDA).

• Perpetual growth rate – Decrease of 100 basis points (g)

• Discount rate – Increase of 150 basis points (WACC)

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 revenue or difficulties in selling at expected prices.
- Change in habits and attitudes of users, and other elements specific to each division.

At December 31, 2024, as a result of the sensitivity analysis performed, an impairment adjustment was made to the CGU Online Gaming and Betting Mexico, for EBITDA Margin and discount rate, amounting to 3,514 and 1,551 thousand euros, respectively.

June 30, 2025

At June 30, 2025 a comprehensive analysis has been carried out to determine whether the forecasts presented in the operating plan were being met for each of the Group's CGUs and determine whether the impairment test needed be updated. The projected cash flows have been updated considering the deviations observed in revenues and EBITDA compared to initial projections for the year 2025. All the other assumptions remained consistent with the ones disclosed in the annual financial statements for the year ended December 31, 2024.

As a result of this analysis, it was concluded that the impairment test for the CGU Casinos Panama, Casinos Mexico and Casinos Costa Rica needed be revised as its revenues have been lower than expected. For the CGU Casinos Panama a pre-tax discount rate of 8% has been applied (December 31, 2024: 8%) and cash flows beyond the five-year period have been extrapolated using a long-term growth rate of 2% (December 31, 2024: 2%); for the CGU Casinos Mexico a pre-tax discount rate of 14.10% has been applied (December 31, 2024: 14.10%) and cash flows beyond the five-year period have been extrapolated using a long-term growth rate of 3% (December 31, 2024: 3%); and for the CGU Casinos Costa Rica a pre-tax discount rate of 11.60% has been applied (December 31, 2024: 11.60%) and cash flows beyond the five-year period have been extrapolated using a long-term growth rate of 3.5% (December 31, 2024: 3.5%). The variances considered in the sensitivity analysis are the same as those applied at December 31, 2024. In addition to this update, the sensitivity analysis has determined that no impairment losses on said CGUs need be recorded, thus confirming that the conclusions of the test conducted in 2024 continue to be valid.

As for the CGU Online gaming and betting Mexico, projected cash flows are in line with the projections made in 2024 for the year 2025, with EBITDA above the projections included in the Operating Plan for the period ended June 2025. The sensitivity analysis has been revised considering the same variances as in 2024 and the conclusions reached at June 30, 2025 would be similar to those at December 31, 2024.

Additionally, in connection with the business combination carried out in 2024 of the CGUs Online gaming and betting Peru and Portugal, subsequent adjustments have been made to the initially estimated acquisition price, in accordance with IFRS 3 (Business combinations) (Note 5). As a result of this adjustment, goodwill recognized on consolidation has increased by 23,508 thousand euros, reflecting the difference between the adjusted acquisition price and the fair value of the net assets acquired. This increase in goodwill would not result in any impairment at June 30, 2025 or at December 31, 2024, had that increase been considered at that date. In addition to this, the sensitivity analysis has determined that no impairment would need be recorded.

Consequently, the conclusion is that the recoverable amount is higher than the net carrying amount in all CGUs, which allows the Group to recover the value of the consolidated assets of each CGU recorded at June 30, 2025.

Even though the recoverable amount is higher than the carrying amount in the CGUs, the Group has recorded impairment losses during the six-month period ended June 30, 2025 on intangible assets for the amount of 5,248 thousand euros and on property, plant and equipment for the amount of 183 thousand euros.

11. INVENTORIES

The breakdown of inventories by category, net of impairment, is as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Raw and auxiliary materials	3,923	4,983
Spare parts and others	5,645	6,559
Finished goods	319	213
Work in progress	3,539	1,581
Prepayments to suppliers	1,517	1,290
	14,943	**14,625**

The “Raw and auxiliary materials” heading mainly corresponds to the manufacture and marketing of slot machines carried out by Group companies.

The “Spare parts and others” heading mostly relates to spare parts for slot machines and game tables.

The balance of inventories is shown net of impairment loss. Movements in the impairment loss allowance are as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Balance at January 1	3,955	3,376
Net charges for the year	237	2,195
Write-offs	(399)	(1,616)
Balance at December 31	**3,793**	**3,955**

Write-offs correspond to the destruction of several inventories from the Group’s B2B activities.

12. CASH AND CASH EQUIVALENTS

For consolidated cash-flow statement purposes, cash and cash equivalents include the following items:

(Thousands of euros)	06.30.2025	12.31.2024
Cash	84,327	91,457
Current accounts	144,979	124,197
Deposits under 3 months	5,953	3
Cash in hoppers (*)	48,229	40,437
	283,488	**256,094**

(*) Cash deposited in slot, exchange and similar machines.

These assets are unrestricted and earn market interest rates, except for 24.9 million euros and 28.5 million euros (at June 30, 2025 and December 31, 2024) included in the “Current accounts” heading that correspond to guarantees extended in favor of gaming regulatory authorities regarding compliance accounts related to the online gaming activity.

The book value of this caption is denominated in the following currencies:

(Thousands of euros)	06.30.2025	12.31.2024
Euro	192,126	171,443
US dollar	17,570	23,478
Colombian peso	17,276	16,342
Mexican peso	8,173	6,187
Peruvian sol	31,844	18,537
Costa Rican colon	1,736	1,777
Dominican peso	2,816	3,171
Moroccan dirham	11,947	15,159
	283,488	**256,094**

13. EQUITY

13.1 Subscribed capital and share premium

At December 31, 2024 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.

On June 9, 2025 the par value of the Parent Company shares was reduced from 1 euro to 50 cents (€0.5) each. Therefore, the Parent Company's share capital now consists of 141,326,000 shares.

During the six-month period ended June 30, 2025 and the year 2024, refunds were made on the share premium for an amount of 11,650 thousand euros, 219,628 thousand euros, respectively (Note 21). 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 Cirsa Group shares is ultimately controlled by The Blackstone Group.

All shares are pledged in favor of six financial institutions as a guarantee of a revolving credit facility (Note 15) and of the corporate notes issued (Note 14). On June 18, 2025, the Group unpledged the shares of Cirsa Enterprises, S.A.

On July 9, 2025, the shares of Cirsa Enterprises, S.A. were admitted to trading on the Spanish stock exchanges through the Stock Market Interconnection System (Continuous Market). The offering price was set at 15 euros per share, reaching a total amount of 453 million euros in the initial public offering, which consisted of a subscription offering of 400 million euros (26,666,667 shares) and a sale offering of 53 million euros (3,552,113 shares). As a result of the IPO, LHMC Midco, S.a.r.l., which held 100% of the shares, currently holds 78.4% thereof (Note 28).

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 June 30, 2025 the legal reserve in the Parent Company amounts to 2,394 thousand euros (0 thousand euros at December 31, 2024). The appropriation of the 2024 profit/(loss), approved by the sole shareholder of the Parent Company, has consisted in setting aside the legal reserve for an amount of 2,394 thousand euros and offsetting prior-year losses for an amount of 21,544 thousand euros.

Additionally, the Group Spanish subsidiaries have provided the legal reserves at the amount required by the prevailing legislation.

Other reserves

On May 12, 2025 the Sole Shareholder of the Parent Company made an owner contribution of 273,148 thousand euros to shareholders' equity.

At June 30, 2025, the Group has reviewed the financial projections for Apuesta Total, related to the commitments derived from the put option in favor of the minority shareholder and the call option in favor of Cirsa, to be executed for 15% each, in 2027 and 2028.

As a result of said review, it has been determined that the change in the projections affects the initially recognized acquisition price regarding these cross call/put options. Consequently, the variation in the estimate has been directly recognized against reserves, as it is a change in the estimated value of the consideration related to the acquisition of the remaining 30% stake, with no impact on profit or loss, and the balancing entry being the non-current payables corresponding to the acquisitions (Note 16), in accordance with applicable accounting regulations (IFRS 3 Business Combinations). The total amount of this change in the estimate is 9 million euros.

13.3 Non-controlling interests

The balances related to non-controlling interests are as follows:

	Balance in statement of financial position		Share in profit/(loss)	
(Thousands of euros)	**06.30.2025**	**12.31.2024**	**06.30.2025**	**06.30.2024**
Casinos	69,805	73,378	7,156	5,490
Slots Spain	15,484	13,826	5,365	5,413
Slots Italy	2,276	1,859	417	470
Online gaming & betting	40,068	37,973	9,933	4,227
	127,633	**127,036**	**22,870**	**15,600**

The inter-annual variation of balances in the consolidated statement of financial position is as follows:

(Thousands of euros)	**06.30.2025**
Balance at January 1	127,036
Share in profit/(loss) for the year	22,870
Currency translation differences	1,354
Adjustment to non-controlling interests (Note 2.7)	(6,210)
Net impact due to business combinations (Note 4)	76
Dividends paid	(17,382)
Other disposals	(111)
Balance at the end of the period	**127,633**

The movements for the period correspond to the share in profit/(loss) of companies in which non-controlling interest is held, to dividends paid, impact of currency translation differences and to additions/disposals due to changes in scope.

The table below shows the financial data at June 30, 2025 related to the main non-controlling interests:

Percentage of non-controlling interest	WINNER GROUP, S.A	E-PLAY 24 ITA LIMITED	COMERCIAL JUPAMA, S.A.	GRAN CASINO LAS PALMAS
(Thousands of euros)	**49.99%**	**40.00%**	**50.00%**	**49.00%**
Statement of financial position disclosures				
Non-current assets	75,959	44,398	11,365	9,201
Current assets	31,459	60,547	9,269	1,731
Total assets	107,418	104,945	20,634	10,932
Current liabilities	(43,887)	(79,678)	(4,432)	(1,987)
Non-current liabilities	(15,991)	(4,734)	(5,001)	(1,082)
Equity	(47,540)	(20,533)	(11,201)	(7,863)
Total liabilities	(107,418)	(104,945)	(20,634)	(10,932)
Income statement disclosures				
Revenue	77,297	114,945	16,937	5,290
Profit for the year	**16,940**	**9,029**	**1,882**	**1,618**
Consolidated profit allocated to non-controlling interests	**8,250**	**2,345**	**915**	**793**

The table below shows the financial data at December 31, 2024 related to the main non-controlling interests:

Percentage of non-controlling interest	WINNER GROUP, S.A	E-PLAY 24 ITA LIMITED	COMERCIAL JUPAMA, S.A.	GRAN CASINO LAS PALMAS
(Thousands of euros)	**49.99%**	**40.00%**	**50.00%**	**49.00%**
Statement of financial position disclosures				
Non-current assets	76,200	46,172	12,890	6,267
Current assets	17,059	43,864	6,172	5,430
Total assets	93,259	90,036	19,062	11,697
Current liabilities	(23,085)	(66,317)	(3,021)	(1,350)
Non-current liabilities	(15,885)	(5,073)	(6,273)	(1,128)
Equity	(54,288)	(18,646)	(9,768)	(9,220)
Total liabilities	(93,258)	(90,036)	(19,062)	(11,698)
Income statement disclosures				
Revenue	150,158	210,265	31,906	10,279
Profit for the year	**25,791**	**18,324**	**3,840**	**4,171**
Consolidated profit allocated to non-controlling interests	**12,276**	**6,514**	**1,867**	**2,044**

The table below shows the financial data at June 30, 2024 related to the main non-controlling interests:

Percentage of non-controlling interest	WINNER GROUP, S.A	E-PLAY 24 ITA LIMITED	COMERCIAL JUPAMA, S.A.	GRAN CASINO LAS PALMAS
(Thousands of euros)	**49.99%**	**40.00%**	**50.00%**	**49.00%**
Statement of financial position disclosures				
Non-current assets	81,423	39,031	9,682	8,511
Current assets	33,237	43,742	7,178	1,501
Total assets	114,660	82,773	16,860	10,012
Current liabilities	(53,652)	(53,410)	(3,347)	(1,737)
Non-current liabilities	(16,325)	(5,600)	(4,301)	(1,437)
Equity	(44,683)	(23,763)	(9,212)	(6,838)
Total liabilities	(114,660)	(82,773)	(16,860)	(10,012)
Income statement disclosures				
Revenue	76,452	104,520	15,163	4,620
Profit for the year	**15,028**	**10,091**	**1,733**	**1,264**
Consolidated profit allocated to non-controlling interests	**7,183**	**4,036**	**840**	**619**

13.4 Currency translation differences

The balance of this heading, by currency, is as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Colombian peso	(111,524)	(78,592)
US dollar	15,055	67,910
Mexican peso	(2,232)	(10,492)
Dominican peso	2,341	10,817
Peruvian sol	(17,904)	(177)
Costa Rican colon	1,526	10,128
Moroccan dirham	2,770	3,112
Balance at December 31	**(109,968)**	**2,706**

14. CORPORATE NOTES

The breakdown of the issuance of Group notes carried out by the Luxembourgian company Cirsa Finance International S.à.r.l, is as follows:

Issue date	Initial nominal amount (M)	Currency	Maturity	Quoted price at 06.30.2025	Interest rate	Balance in statement of financial position	
						06.30.2025	12.31.2024
September 2021	615	EUR	March 2027	100.14%	4.500%	620,465	619,702
October 2022	425	EUR	November 2027	105.36%	10.375%	387,243	385,794
July 2023	375	EUR	July 2028	104.43%	7.875%	374,885	373,535
July 2023	325	EUR	July 2028	100.23%	3m Euribor + 4.500%	283,938	323,720
January 2024	450	EUR	March 2029	104.95%	6.500%	451,578	450,970
January 2024	200	EUR	July 2028	—	3m Euribor + 4.500%	—	202,333
						2,118,109	**2,356,054**

On May 12 a shareholder contribution to Cirsa Enterprises, S.A. was approved for an amount of 273.1 million euros. The funds received by Cirsa Enterprises, S.A. were finally used to redeem 240 million euros of the floating-rate notes maturing in July 2028, plus redemption costs for a total amount of 242.9 million euros, and for the repayment of the RCF for an amount of 30 million euros.

The October 2022 issue was made below par at 98.105%, the July 2023 floating rate note issue was made below par at 98% and the January 2024 floating rate note issue was made above par at 101.25%. All other issues were made at par.

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 June 30, 2025 the Parent Company's Directors consider that all contractual obligations have been met.

Under IFRS 13 the Group's notes have been measured at an unadjusted quoted price (Level 1).

The following companies act as guarantors of operations in the note issue allocations:

Barna Center, S.A.U.
Casino Nueva Andalucía Marbella, S.A.U.
Cirsa Enterprises, S.A.(*)
Cirsa Finance International, S.à.r.l.(**)
Cirsa Gaming Corporation, S.A
Cirsa Interactive Corporation, S.L.U.
Cirsa International Business Corporation, S.L.U.
Comercial de Desarrollos Electrónicos, S.A.U.
Eleval Electrónicos Valencia, S.A.U.
Gaming & Services de Panama S.A.
Genper, S.A.U.
Global Game Machine Corporation, S.A.U.
Integración Inmobiliaria World de México, S.A. de C.V.
Juegomatic, S.A.U.
Miky, S.L.
Promociones e Inversiones de Guerrero, S.A.P.I. de C.V.
Sportium Apuestas Digital, S.A.U.
Uniplay, S.A.U.
Universal de Desarrollos Electrónicos, S.A.U.

(*) Parent guarantor of the notes.
(**) Issuer of the notes

The guarantees given are a joint and several personal guarantee secured by a pledge of shares as collateral.

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.A. as the borrower.

Accrued interest payable at June 30, 2025 amounts to 33,891 thousand euros (37,384 thousand euros at December 31, 2024). Finance interest accrued in the six-month period ended June 30, 2025 on the corporate notes amounts to 79,481 thousand euros (82,555 thousand euros in the same period of the prior year). At June 30, 2025 total costs incurred in these transactions, once the nominal amount thereof has been deducted, amount to 23,282 thousand euros (28,830 thousand euros at December 31, 2024).

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 on July 2, 2018 for an amount of 500 million US dollars; (iii) to redeem a portion (100 million euros) of the corporate notes issued on July 2, 2018 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 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 par (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 (403 million euros) 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 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.

NOTES ISSUED ON JULY 5, 2023

On July 5, 2023, Cirsa Finance International, S.à.r.l completed the issue of two corporate senior notes guaranteed by Cirsa Enterprises, S.L., as the parent guarantor of the notes, one of them for an aggregate amount of 375 million euros, which were fully issued at par, with a semi-annually payable coupon of 7.875% per annum, maturing in July 2028, and another one for an amount of 325 million euros, which was fully issued below par (98.00%), with a floating quarterly payable coupon at a rate of three-month EURIBOR plus 450 basis points per annum, reset quarterly, maturing in July 2028.

The proceeds from the issuances of the notes were used: (i) to redeem the outstanding amount (160 million euros) of the notes issued on July 2, 2018 at 6.25% maturing in December 2023; (ii) to fully redeem (490 million euros) the notes issued on May 22, 2019 at Euribor + 3.625% maturing in September 2025; (iii) to pay accrued and unpaid interest on the corporate notes maturing in December 2023 and September 2025; and to pay the costs, expenses and fees related to the redemptions and issue of new corporate notes, and (iv) for general corporate purposes.

The Group may early redeem the note issues 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 July 19, 2025, at the established redemption prices; (ii) prior to July 19, 2025, 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 July 19, 2025, 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 July 19, 2025, 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 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.

NOTES ISSUED ON January 30, 2024

On January 30, 2024, Cirsa Finance International, S.à.r.l completed the issue of two corporate senior notes guaranteed by Cirsa Enterprises, S.A., as the parent guarantor of the notes, one of them for an aggregate amount of 450 million euros, which were fully issued at par, with a semi-annually payable coupon of 6.5% per annum, maturing in March 2029, and the other one is a tap issue of the floating rate note issued in July 2023 for an amount of 200 million euros, which was fully issued above par (101.25%).

The proceeds from the issuances of the notes were used: (i) to fully redeem the amount of the notes issued on May 22, 2019 at 4.75% per annum maturing in May 2025; (ii) to be distributed to its sole owner, through the refund of the share premium (200 million euros) to partially redeem the PIK notes issued by the Group of the sole owner on September 25, 2019 at 7.25% / 8.0% per annum maturing in October 2025; (iii) to partially redeem (42.5 million euros) the notes issued on October 26, 2022 at 10.375% per annum maturing in November 2027; (iv) to pay accrued and unpaid interest on the corporate notes maturing in May 2025, October 2025 and November 2027; and to pay the costs, expenses and fees related to the redemptions and issue of new corporate notes, and (v) for general corporate purposes.

15. BANK BORROWINGS

The breakdown of bank borrowings at June 30, 2025 is as follows:

	06.30.2025			
(Thousands of euros)	**Non-current**	**Current**	**Total**	**Limit**
Loans secured by mortgage guarantee	—	13	13	—
Other loans	10,533	13,831	24,364	—
RCF	—	66,000	66,000	281,000
Finance lease arrangements	392	1,235	1,627	—
Credit and discount lines	—	13,137	13,137	43,569
	10,925	**94,216**	**105,141**	**324,569**

The breakdown of bank borrowings at December 31, 2024 is as follows:

(Thousands of euros)	12.31.2024			
	Non-current	Current	Total	Limit
Loans secured by mortgage guarantee	5	22	27	—
Other loans	26,125	16,595	42,720	—
RCF	—	—	—	275,000
Finance lease arrangements	365	1,320	1,686	—
Credit and discount lines	—	6,713	6,713	24,343
	26,495	**24,650**	**51,145**	**299,343**

Average interest rates accrued by these borrowings are as follows:

	Percentage	
	06.30.2025	12.31.2024
Loans	4.15%	5.20%
Finance lease arrangements	13.05%	9.96%
Credit and discount lines	4.61%	5.00%

The annual maturity date of these liabilities is as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Within 1 year	94,216	24,650
Between 1 and 2 years	5,840	19,232
Between 2 and 3 years	2,409	4,025
Between 3 and 4 years	840	1,256
Between 4 and 5 years	861	697
More than 5 years	975	1,285
	105,141	**51,145**

At June 30, 2025 part of these liabilities, equal to 1,686 thousand euros, is denominated in US dollars (2,291 thousand euros at December 31, 2024).

The most significant bank borrowings include, among others:

- The debt held by Cirsa Gaming Corporation, S.A. amounting to 15,300 thousand euros at December 31, 2024, which corresponds to a loan taken out with Mediobanca and maturing in June 2026. At June 30, 2025 this loan has been fully repaid due to early termination on February 27, 2025.

- The debt held by Cirsagest, SpA amounting to 2,750 thousand euros at June 30, 2025 (3,437 thousand euros in December 2024), which corresponds to a loan taken out with Solution Bank, SpA and maturing in June 2027.

- The debt held by Orlando Play, S.A. amounting to 1,853 thousand euros at June 30, 2025 (2,754 thousand euros in December 2024), which corresponds to an ICO loan taken out with Banco Santander, S.A. and maturing in June 2026.

- The debt held by Cirsa Italia, SpA amounting to 2,310 thousand euros at June 30, 2025 (2,810 thousand euros in December 2024), which corresponds to a loan taken out with Banca Intesa San Paolo, SpA and maturing in September 2027.

- The debt held by Cirsa Retail, S.R.L.U. amounting to 1,380 thousand euros at December 31, 2024, which corresponds to a loan taken out with Solution Bank, SpA and maturing in March 2027. At June 30, 2025 the outstanding amount of this loan is 0 euros as it was early repaid on June 20, 2025.

- The debt held by Egartronic amounting to 2,390 thousand euros at June 30, 2025 (2,780 thousand euros in December 2024), which corresponds to a loan taken out with Banco de Sabadell and maturing in April 2028.

- The debt held by Alma de Panamá Oeste, S.A. amounting to 1,429 thousand euros at June 30, 2025 (1,707 thousand euros in December 2024), which corresponds to a loan taken out with CanalBank, denominated in US dollars and maturing in September 2031.

In addition to the loans indicated above, the Group is part of 72 transactions related to loans and credit facilities with 18 financial institutions more.

The breakdown of the total amount of the loans accruing fixed and floating interest rates is disclosed in Note 26.3.

The balance of “RCF” includes two revolving credit facilities with the following characteristics:

Country:	Spain
Amount:	275 million euros
Start:	November 2024
Maturity:	December 2029
Interest rate:	Euribor+2.75%
Duration of drawdowns:	Up to 6 months (renewable at the Group's request
Guarantees:	Pledge of several investees’ shares
No. of credit institutions:	7

Country:	Italy
Amount:	6 million euros
Start:	February 2025
Maturity:	February 2028
Interest rate:	Euribor+3.5%
Duration of drawdowns:	Up to 6 months (renewable at the Group's request
Guarantees:	Cirsa Gaming Corporation S.A.
No. of credit institutions:	1

The drawdowns from these facilities are subject to the fulfilment of certain financial leverage covenants at the time they are requested. These drawdowns can be renewed on a recurring basis at the Group's request for maximum periods of six months until they mature (December 2029 and February 2028, respectively).

At June 30, 2025 the undrawn amount of said RCFs is 215 million euros (275 million euros at December 31, 2024). The RCF of Italy started in February 2025.

At June 30, 2025 the undrawn amount of other credit facilities and discount facilities is 30,470 and 0 thousand euros, respectively.. These figures amounted to 17,533 and 0 thousand euros at 2024 year end. New credit facilities were arranged on February 26: 6 million euros correspond to a RCF and 4 million euros correspond to the swingline loan. At June 30, 2025, 6 million euros and 2 million euros had been drawn down from the RCF and the swingline loan, respectively.

On July 21, 2025, with the funds received from the IPO, which have been used to reduce debt, the amount drawn down from the RCF has been repaid by 60 million euros (Note 28).

Lastly, at June 30, 2025 and December 31, 2024 the guarantees given by credit institutions and insurance companies to the Group, in connection with official concessions for gaming activities were 158,941 and 144,709 thousand euros, respectively (Note 22).

16. OTHER NON-TRADE PAYABLES

The breakdown of this caption is the following:

	06.30.2025		
(Thousands of euros)	**Non-current**	**Current**	**Total**
Public administrations	364	113,623	113,987
Bills payable	155	1,387	1,542
Sundry creditors	104,717	239,423	344,140
	105,236	**354,433**	**459,669**

	12.31.2024		
(Thousands of euros)	**Non-current**	**Current**	**Total**
Public administrations	763	87,661	88,424
Bills payable	155	1,493	1,648
Sundry creditors	98,196	318,545	416,741
	99,114	**407,699**	**506,813**

The “Public administrations” heading includes gaming taxes with a short-term maturity (74,590 thousand euros at June 30, 2025 and 57,999 thousand euros at December 31, 2024), outstanding settlements (not due) for the personal income tax, VAT, social security contributions and similar concepts.

The “Non-current sundry creditors” caption mainly includes:

- Asset suppliers amounting to 17,455 thousand euros (2,695 thousand euros at December 31, 2024).
- The payable amount related to the purchase of an additional 25% of shares in Panamanian company amounting to 4,028 thousand euros. The debt derived from this investment will be settled through 239 equal monthly instalments of 71 thousand US dollars, including interest, the first payment being in February 2018 until February 2038. At June 30, 2025 the payable portion classified as non-current amounts to 3,694 thousand euros (4,308 thousand euros at December 31, 2024).
- Several payables for common transactions amounting to 14,850 thousand euros, with an undetermined maturity (14,578 thousand euros at December 31, 2024).

- At June 30, 2025, the non-current amounts payable for the deferred payment for the acquisition of companies total 72,354 thousand euros and correspond to:

    - Non-current amount payable related to the acquisition of companies corresponding to the six-month period ended June 30, 2025, in Italy (Royal Games, S.R.L. and Easy Bet Service) for an amount of 4,927 thousand euros.
    - Non-current amount payable related to the acquisition of companies corresponding to the year 2024, in Italy (Impera, SRL), in Peru (Apuesta Total), in Panama (Alma de Panamá Oeste) and in Portugal (SFP Online, S.A.), which at June 30, 2025 amounts to 2,296 thousand euros, 48,987 thousand euros, 2,951 thousand euros and 2,123 thousand euros, respectively.
    - Non-current amount payable related to the acquisition of companies corresponding to the year 2023, in Spain (Happy, Bingo Vic, SA) and in Italy (Isi Bet Pro, New Retail and Micri), which at June 30, 2025 amounts to 681 thousand euros and 1,006 thousand euros, respectively.
    - Non-current amount payable related to the acquisition of companies corresponding to the year 2022, in Italy (Gogoal SRL), in Mexico (Operadora General de Entretenimiento, S.A. DE C.V.) and in Spain (Playspace) at June 30, 2025, which amounts to 900 thousand euros, 4,481 thousand euros and 308 thousand euros, respectively.

- At December 31, 2024, the non-current amounts payable for the deferred payment for the acquisition of companies total 62,418 thousand euros and correspond to:

    - Non-current amount payable related to the acquisition of companies corresponding to the year 2024, in Italy (Impera, SRL), in Peru (Apuesta Total), in Panama (Alma de Panamá Oeste) and in Portugal (SFP Online, S.A.), which at year end amounts to 2,296 thousand euros, 42,944 thousand euros, 3,329 thousand euros and 4,090 thousand euros, respectively.
    - Non-current amount payable related to the acquisition of companies corresponding to the year 2023, in Spain (Happy, Servinet, SL, Bingo Vic, SA, Mepe, SL and Recreativos Perseo, SL) and in Italy (Modena Giochi, Isi Bet Pro, Egaming Solutions, New Retailo and Micri), which at year end amounts to 678 thousand euros and 2,656 thousand euros, respectively.
    - Non-current amount payable related to the acquisition of companies corresponding to the year 2022, in Italy (Gogoal SRL), in Mexico (Operadora General de Entretenimiento, S.A. DE C.V.) and in Spain (Playspace), which at year end amounts to 868 thousand euros, 5,255 thousand euros and 299 thousand euros, respectively.

The “Current sundry creditors” caption mainly includes:

- Asset suppliers amounting to 29,232 thousand euros (45,543 thousand euros at 2024 year end).

- Trade payables for the rendering of services amounting to 59,730 thousand euros (52,837 thousand euros at December 31, 2024). The increase in this caption is mainly due to the activity of the business itself.

- At June 30, 2025 the amounts payable for current payables related to the deferred payment for the acquisitions of companies amount to 42,234 thousand euros, of which 6,654 thousand euros correspond to the acquisitions of the companies Royal Games, S.R.L., Oper-Arosa, S.L., Recreativos Rio, S.L. And Easy Bet Service, S.R.L. carried out in the six-month period ended June 30, 2025; 28,401 thousand euros correspond to the acquisitions of the companies Apuesta Total,

SFP Online, S.A., Impera, S.R.L., Blanfe, S.L. and Piela Rereativos, S.L. carried out in 2024; 5,557 thousand euros correspond to the acquisitions of the companies Mepe, S.L., Recreativos Perseo, S.L., Modena Giochi Guiliani, S.R.L., Egaming Solutions, S.R.L., New Retail, S.R.L., Bingo Vic, S.A., Isi Bet Pro and Happy (Blanes Slots, S.L., Jamaica 2001, S.L., Recreativos valle de Arana, S.L., Art Joc, S.L. and Font Mar, S.L.) carried out in 2023; 537 thousand euros correspond to the acquisitions of the companies Playspace and Operadora General de Entretenimiento carried out in 2022; and 1,086 correspond to acquisitions carried out prior to 2022.

In connection with the business combination carried out in 2024 of the companies Apuesta Total and SFP Online, S.A., following the determination of the economic parameters at year end previously established in the acquisition agreement and the interpretation of the clauses to which they refer, subsequent adjustments to the initially estimated acquisition price were made, in accordance with IFRS 3 (Business Combinations) (Note 5). Said adjustments derive from revising certain contingent estimates linked to the acquisition agreement, which cover possible payments to be made in the next 12 months.

As a result of this adjustment, the current payables corresponding to these acquisitions have increased by 23,508 thousand euros (the balancing entry being the “Goodwill” heading). This increase has occurred within the measurement period allowed by applicable accounting regulations.

In accordance with IFRS 3 Business combinations, the provisional amounts recognized at acquisition date should be retrospectively adjusted. Said adjustment would require the company to restate comparative figures; however, the company has decided not to restate said figures as, from a quantitative perspective, the adjustment is considered immaterial to both the assets and liabilities in the financial statements and the main economic and financial indicators that the Group usually publishes.

At June 30, 2025, the Group has reviewed the financial projections for Apuesta Total, related to the commitments derived from the put option in favor of the minority shareholder and the call option in favor of Cirsa, to be executed for 15% each, in 2027 and 2028.

As a result of said review, it has been determined that the change in the projections affects the value of the aforementioned put and call options on the remaining 30% stake. Consequently, the variation in the estimate has been directly recognized against reserves (Note 13.2), as it is a change in the estimated value of the consideration, with no impact on profit or loss, and the balancing entry being the non-current payables corresponding to the acquisitions, in accordance with applicable accounting regulations (IFRS 3 Business Combinations). The total amount is 9 million euros.

- At December 31, 2024, the amounts payable for current payables related to the deferred payment for the acquisitions of companies amount to 129,968 thousand euros at December 31, 2024, of which 120,350 thousand euros correspond to the acquisitions of the companies Apuesta Total, SFP Online, S.A., Impera, S.R.L., Blanfe, S.L. and Piela Rereativos, S.L. carried out in 2024; 6,668 thousand euros correspond to the acquisition of the companies Mepe, S.L., Recreativos Perseo, S.L., Modena Giochi Guiliani, S.R.L., Egaming Solutions, S.R.L., New Retail, S.R.L., Bingo Vic, S.A., Diamonds Games, S.L. and Happy (Blanes Slots, S.L., Jamaica 2001, S.L., Recreativos valle de Arana, S.L., Art Joc, S.L. and Font Mar, S.L.) carried out in 2023; 1,782 thousand euros correspond to the acquisitions of the companies Gogoal SRL, Playspace and Operadora General de Entretenimiento carried out in 2022; and 1,168 correspond to acquisitions carried out prior to 2022.

- Employment benefits payable corresponding to extra pays and variable remuneration accrued for an amount of 21,879 thousand euros (24,790 at December 31, 2024) (Note 20.3).

- Short-term deposits and guarantees received from players of the Group's online activity amounting to 16,335 thousand euros (15,016 at December 31, 2024).
- Short-term guarantees received from players and fees from the commercial network of the Group's online activity in Italy amounting to 18,894 thousand euros (24,731 at December 31, 2024).

The amounts recorded as referred payments for the acquisition of companies include purchase transactions with put and call option agreements. The following two are the most significant ones:

In July 2024 Cirsa acquired a 70% stake in the Apuesta Total subgroup. The minority shareholder holds a put option and Cirsa holds a call option on 30% of the stake held by the minority shareholder to be exercised, for 15% each, in 2027 and 2028, which must be exercised in the first 2 months of the year and paid in the first 6 months of the years 2027 and 2028. The amount payable will be determined in accordance with a variable parameter, based on the EBITDA of the subgroup acquired, achieved at 2026 and 2027 year ends, respectively. The deferred payments have been recorded as a financial liability at fair value rather than a financial instrument. Consequently, no non-controlling interests are recorded for the stake on which the put option is held. At June 30, 2025 the amount of the deferred payment recorded in non-current liabilities totals 48,987 thousand euros (203,758 thousand Peruvian soles) (42,944 thousand euros at December 31, 2024 (168,198 thousand Peruvian soles)). The intangible assets arisen as a result of the business combination have been valued by an independent expert through a purchase price allocation (PPA) process. At June 30, 2025 these amounts are not final.

In July 2022, Cirsa acquired a 70% stake in Operadora General de Entretenimiento, S.A. de C.V. The minority shareholder holds a put option and Cirsa holds a call option on 30% of the stake held by the minority shareholder to be exercised in 2025 and 2032. The amount payable will be determined in accordance with a variable parameter achieved at 2024 and 2031 year ends, respectively. The deferred payments have been recorded as a financial liability at fair value rather than a financial instrument. Consequently, no non-controlling interests are recorded for the stake on which the put option is held. At June 30, 2025 the amount of the deferred payment recorded in non-current liabilities totals 4,481 thousand euros (5,255 thousand euros at December 2024).

17. NON-CURRENT PROVISIONS

The breakdown of this caption is as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Provisions for employee benefits	13,915	12,524
Tax contingencies	1,398	2,165
Other	6,425	6,608
	21,738	**21,297**

The amount recognized in "Provisions for employee benefits" mainly consists of the provision for employee benefits in Italy ("TFR") (6,294 thousand euros) (5,376 thousand euros at December 31, 2024).

"Other" mainly includes legal contingencies.

The main tax and legal contingencies affecting the Group are as follows:

At June 30, 2025 the group company Gaming & Services de Panamá S.A. has a provision amounting to 566 thousand US dollars (552 thousand US dollars at 2024 year end) in connection with a lawsuit filed by a competitor against resolution no 51 of November 2023 issued by the Gaming Control Board related to the number of halls assigned to the company through concession arrangements. Said lawsuit was notified to the GCB at the end of May 2025 and challenged. In accordance with our assessment of possible impacts derived from the hypothetical closure of halls 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 thousand euros, 383 thousand euros and 142 thousand euros. On June 16, 2022 the corresponding economic and administrative claims were lodged and on December 5, 2022 the defense allegations were submitted. On July 4, 2022 a request for suspending the execution of the aforementioned agreements was made by submitting three bank guarantees. Additionally, on July 18, 2023 resolutions dismissing the claims were received, and on August 4, 2023 the corresponding appeals were filed to the economic and administrative court. As a result of these events, a provision of 750 thousand euros was recorded.

The evolution of the balance is as follows:

(Thousands of euros)	**06.30.2025**	**12.31.2024**
Balance at January 1	21,297	17,225
Additions due to acquisition of companies	47	84
Net charges for the year	2,440	7,927
Provisions utilized	(1,523)	(3,620)
Reclassification to short term	—	-
Exchange gains (losses)	(523)	(319)
Balance at the end of the period	**21,738**	**21,297**

18. TAXES

18.1 Tax group

In Spain, Cirsa Enterprises, S.A., together with 125 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 tax expense for the period 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:

	06.30.2025	06.30.2024
(Thousands of euros)	**Income statement**	
Current tax	37,933	30,185
Deferred tax due to (increase) reduction in unused tax loss carryforwards	753	(6,093)
Deferred for temporary differences	(5,395)	(2,966)
Effective tax expense/(income)	**33,291**	**21,126**

Income tax payable amounts at 69,239 thousand euros at June 30, 2025 (48,420 thousand euros at December 31, 2024) 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)	06.30.2025	06.30.2024
Profit before tax	84,530	63,114
Tax rate prevailing in Spain	25.00%	25.00%
Theoretical income tax expense	21,133	15,778
Different tax rates	(1,071)	(1,776)
Tax credits related to uncapitalized unused tax loss carryforwards for the year	(465)	1,683
Uncapitalized tax rebates and deductions from prior years utilized	(5,245)	-
Other prior-year adjustments	-	-
Limit of deductible finance costs	15,042	-
Foreign income tax	1,481	504
Non-deductible amortization	414	409
Non-deductible expenses	1,400	353
Amortization differences	64	-
Non-deductible taxes	2,238	379
Other	(1,700)	3,796
	33,291	**21,126**

At June 30, 2025 and December 31, 2024 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.

The tax rate by country is as follows:

Panama:	25%
Colombia:	35%
Mexico:	30%
Italy:	24%-29%
Costa Rica:	30%
Malta	5%
Morocco:	20.75%-34%
Peru:	29.5%

18.4 Deferred tax assets and liabilities

(Thousands of euros)	Balance at January 1	Changes reflected in: Income statement	Changes reflected in: Equity	Changes reflected in: Additions due to business combinations (Note 4)	Balance at December 31
Six-month period ended June 30, 2025					
Assets					
Tax loss carryforwards from the consolidated tax group represented by Cirsa Gaming Corporation, S.A.	26,112	(5,288)	—	—	20,824
Tax loss carryforwards from the consolidated tax group represented by Cirsa Gaming Corporation, S.A. (pre-group)	1,872	61	—	—	1,933
Tax loss carryforwards from separate companies	195	(10)	—	—	185
Tax loss carryforwards from other group companies					
--- Peru	2,122	60	—	—	2,182
--- Italy	1,362	—	—	878	2,240
--- Mexico	1,500	4,285	—	—	5,785
--- Panama	740	(740)	—	—	—
Related to deductible temporary differences:					
--- Impaired receivables	93	—	—	—	93
--- Impaired securities portfolio	13	—	—	—	13
--- Goodwill impaired in individual books	1,210	607	—	—	1,817
--- Intragroup margin write-off	5,317	—	—	—	5,317
Non-deductible amortization for accounting purposes	32	—	—	—	32
--- Limitation deductions unused tax loss carryforwards	29,669	7,586	—	—	37,255
--- Difference between accounting and tax depreciation	1,674	(433)	—	—	1,241
--- Transfer of assets Group Article 42 CC	5	—	—	—	5
--- Impairment of assets	887	19	—	—	906
--- Non-deductible provisions	4,889	(285)	—	—	4,604
--- IFRS 16	3,407	(1,826)	—	—	1,581
--- Other	3,288	(2,626)	—	—	662
--- Deductions	7,425	(2,878)	—	—	4,547
Related to temporary differences (other countries):					
--- Costa Rica	322	(35)	—	—	287
--- Italy	841	84	—	—	925
--- Mexico	4,783	(2,639)	—	—	2,144
--- Panama	4,703	(544)	—	—	4,159
--- Other countries	2,045	(239)	—	—	1,806
	104,506	**(3,963)**	**—**	**878**	**100,543**
Liabilities					
Related to taxable temporary differences:					
--- Margin write-offs	(4,836)	(763)	—	—	(5,599)
--- Business combinations (initial statement of non-current assets at fair value)	(216,354)	17,225	13,672	(8,039)	(193,496)

--- Other	(1,841)	181	1,023	—	(637)
	(223,031)	**16,643**	**14,695**	**(8,039)**	**(199,732)**

The nature of deferred tax assets of Mexico is mainly due to the temporary difference between the accounting and tax depreciation of fixed assets, provisions for invoices pending receipt and IFRS 16. In the case of Panama, it is mainly due to provisions and IFRS 16.

The amounts of 37,255 and 29,669 thousand euros at June 30, 2025 and December 31, 2024, respectively, corresponding to the limitation on the deduction of unused tax loss carryforwards include the impact of Additional Provision 19. Temporary measures for the determination of the tax base in the tax consolidation scheme.

Said provision establishes that the tax base of the tax group shall be determined by adding the individual tax profits together and only 50% of individual tax losses corresponding to each and every one of the entities comprising the tax group.

The individual tax losses not included in the tax based of the tax group shall be integrated into the tax base of the tax group in equal portions in each of the next ten years.

The breakdown of 50% of the individual unused tax loss carryforwards for the period ended June 30, 2025 is as follows:

Limitation deductions unused tax loss carryforwards	**Tax consolidation**		**Deferred tax assets**	**Outstanding balance at June 30, 2025**
	December 31, 2024	**June 30, 2025**		
Adjustment made	60,399	35,703	40,478	-
Reversal 2024	-	-	(1,645)	-
Reversal 06/2025	(3,020)	-	(1,578)	37,255
Reversal 12/2025	(3,020)	-	(1,578)	-
Reversal 2026	(6,040)	(3,570)	(4,048)	-
Reversal 2027	(6,040)	(3,570)	(4,048)	-
Reversal 2028	(6,040)	(3,570)	(4,048)	-
Reversal 2029	(6,040)	(3,570)	(4,048)	-
Reversal 2030	(6,040)	(3,570)	(4,048)	-
Reversal 2031	(6,040)	(3,570)	(4,048)	-
Reversal 2032	(6,040)	(3,570)	(4,048)	-
Reversal 2033	(6,040)	(3,570)	(4,048)	-
Reversal 2034	(6,040)	(3,570)	(2,403)	-
Reversal 2035	-	(3,570)	(893)	-
Total	-	-	-	**37,255**

The breakdown of 50% of the individual unused tax loss carryforwards for the period ended December 31, 2024 is as follows:

Limitation deductions unused tax loss carryforwards	Tax consolidation		Deferred tax assets	Outstanding balance at December 31, 2024
	December 31, 2023	December 31, 2024		
Adjustment made	65,809	59,446	31,314	-
Reversal 2024	(6,581)	-	(1,645)	**29,669**
Reversal 2025	(6,581)	(5,945)	(3,131)	-
Reversal 2026	(6,581)	(5,945)	(3,131)	-
Reversal 2027	(6,581)	(5,945)	(3,131)	-
Reversal 2028	(6,581)	(5,945)	(3,131)	-
Reversal 2029	(6,581)	(5,945)	(3,131)	-
Reversal 2030	(6,581)	(5,945)	(3,131)	-
Reversal 2031	(6,581)	(5,945)	(3,131)	-
Reversal 2032	(6,581)	(5,945)	(3,131)	-
Reversal 2033	(6,581)	(5,945)	(3,131)	-
Reversal 2034	-	(5,945)	(1,486)	-
Total	-	-	-	**29,669**

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 said period of time.

The breakdown of unused tax losses carryforwards at June 30, 2025 for the two tax groups represented by Cirsa Gaming Corporation, S.A. and Orlando Play, S.A. and unused tax loss carryforwards for the separate companies tax resident in Spain 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.	Breakdown of tax loss carryforwards of separate companies
2000	—	—	34
2001	1,254	—	589
2002	—	—	0
2003	3,289	—	34
2004	7,285	—	511
2005	20,154	—	806
2006	—	—	1,265
2007	4,507	—	1,682
2008	—	—	4,289
2009	—	—	6,761
2010	—	—	2,010
2011	14	—	2,732
2012	—	—	257
2013	—	—	1,051
2014	8,415	—	1,797
2015	1,761	—	143
2016	—	—	181
2017	—	—	23
2018	—	—	11,464
2019	—	—	440
2020	36,610	—	2,071
2021	—	—	912
2022	—	—	352
2023	—	—	462
2024	—	—	235
	83,289	—	**40,101**

(*) The tax loss carryforwards from separate companies amounting to 40,101 consist of 34,100 and 2,946 of tax loss carryforwards generated by separate companies when they did not form part of the tax consolidations of Cirsa Gaming and Orlando, respectively, and 3,055 from separate companies.

Tax group represented by Cirsa Gaming Corporation, S.A.

At June 30, 2025 and December 31, 2024, said tax group recognized deferred tax assets amounting to 72,213 and 72,868 thousand euros, of which 22,757 and 27,984 thousand euros correspond to unused tax loss carryforwards. No deferred tax assets were recorded for the rest of unused tax loss carryforwards (which at June 30, 2025 and December 31 amount to 26,370 thousand euros), since their future application is uncertain within a reasonable period of time.

In addition to tax credits for unused tax loss carryforwards, the tax group whose parent is Cirsa Gaming Corporation, S.A. holds additional tax credits amounting to 11,206 thousand euros at June 30, 2025, of which 4,547 thousand euros are capitalized (14,641 thousand euros at 2024 year end, of which 7,446 thousand euros are capitalized), related to unused tax deductions that had not been capitalized for not meeting the applicable utilization requirements.

(Thousands of euros) **Last year for utilization**	**Tax group represented by Cirsa Gaming Corporation, S.A.**	**Tax group whose parent is Orlando Play, S.A.**
2024	—	1
2025	566	—
2026	419	—
2027	1,675	—
2028	717	—
2029	252	—
2030	284	—
2031	268	—
2032	228	—
2033	205	—
2034	210	—
2035	270	—
2036	141	—
2037	—	—
2038	—	—
2039	7	—
2040	—	—
2041	216	—
2042	976	—
No time limit for utilization	4,772	714
	11,206	**715**

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 June 30, 2025, said tax group recognized deferred tax assets amounting to 614 thousand euros, which correspond to temporary differences. Additionally, said tax group has unused deductions amounting to 714 thousand euros 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 the course of these proceedings, agreement assessments were signed in May 2023 and the tax settlements thereof were paid. However, an assessment was signed in disagreement related to the 2019 Value Added Tax. The tax settlement derived from said adjustment was paid and an appeal was lodged against it that was subsequently dismissed. Consequently, in October 2023, an economic and administrative appeal was filed and on December 22, 2023 the corresponding arguments were submitted. The economic and administrative court dismissed the claim on April 30, 2025. On July 1, 2025 an administrative appeal was filed at the Administrative Chamber of the Spanish High Court.

In general, the statute of limitation 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.

The Group is subject to the top-up tax established by Law 7/2024 to the extent that the Group's consolidated revenue exceeds 750 million euros.

The top-up tax establishes a minimum tax for those jurisdictions in which the effective tax rate, calculated based on GloBE rules, is below the minimum tax rate of 15%.

The effective tax rates, calculated based on the aforementioned tax rules, are above 15% in all jurisdictions in which the group operates, except for Malta.

In said jurisdiction, which has an effective interest rate below 15% (Malta), the Group has recognized a current income tax expense for the minimum top-up tax of 433 thousand euros.

The group that the Company belongs to closely follows the several legislative developments of OECD's Pillar 2 initiative, through which the top-up tax is implemented in Spain, since other countries are enacting Pillar 2 model rules, to assess the possible future impact on its consolidated operating profit/(loss), financial position and cash flows.

The Group has applied the exception to the requirements to recognize deferred tax assets and liabilities arising from the implementation of said legislation.

Unconstitutionality of RDL 3/2016

On January 18, 2024 the Spanish Constitutional Court issued a ruling whereby RDL 3/2016 was unanimously declared unconstitutional in respect of article 3. Firstly, sections One and Two, which established the following measures effective from January 1, 2016:

1. Limitation on the utilization of unused tax loss carryforwards.
2. Reversal of impairment losses on ownership interest deducted in years prior to 2013 by one-fifth as from 2016.
3. Limitation on the double taxation deduction at 50% of the total tax liability.

The Group has appealed against the income tax returns for the years 2017 through 2022. As a result of the unconstitutionality of this RDL, the Group will be able to apply a greater amount of unused tax loss carryforwards thus reducing the income tax payable for said years.

The Group has requested that the tax returns for said years be corrected. The estimated impact thereof is as follows:

Higher amount refundable by 13,456 thousand euros, higher income tax expense by 5,700 thousand euros, reduction in deferred tax assets by 19,382 thousand euros due to the utilization of tax loss carryforwards amounting to 80,173 thousand euros (77,528 thousand euros capitalized) and uncapitalized deductions arisen for the amount of 3,700 thousand euros (2,152 thousand euros Deduction for Double Taxation; 1,548 thousand euros Deduction for Donations and Deductions for stimulating certain activities).

On July 11, 2025 the Group was handed down the ruling on the correction of the self-assessment for the years 2021 and 2022, whereby all the requests filed were admitted.

On July 14, 2025, the Group received the payment of both refunds (8,206 thousand euros).

The amounts received correspond to the following years and items:

2021:
Correction self-assessment 2021 income tax return: 1,995 thousand euros
Late payment interest accrued: 236 thousand euros

2022:
Correction self-assessment 2022 income tax return: 5,536 thousand euros
Late payment interest accrued: 439 thousand euros

19. LEASES

The Group enters into a high number of lease arrangements on buildings and vehicles and has conducted an analysis of all contracts to estimate the lease terms for each one of them. As a result of this analysis, the lease terms are estimated to range from 3 to 10 years. In the event that the lease agreements include a non-cancelable period clause, the Group estimates at least the period until the end of the non-cancelable period; otherwise, the Group estimates a minimum lease period, which is around 5 years on average (Note 2.21).

The table below shows the book values of the right-of-use assets recognized and the movements during the period:

(Thousands of euros)	Balance at January 1, 2025	Additions	Derecognitions	Business combinations	Currency translation differences	Balance at June 30, 2025
COST						
Buildings	474,876	30,563	(6,733)	1,866	(23,613)	476,959
Vehicles	26,669	7,552	(5,454)	0	(4)	28,763
	501,545	**38,115**	**(12,187)**	**1,866**	**(23,617)**	**505,722**
DEPRECIATION						
Buildings	(248,019)	(29,929)	4,373	(133)	12,283	(261,425)
Vehicles	(13,633)	(3,556)	4,954	0	(623)	(12,858)
	(261,652)	**(33,485)**	**9,327**	**(133)**	**11,660**	**(274,283)**
Impairment losses	—	—	—	—	—	—
Net carrying amount	**239,893**	**4,630**	**(2,860)**	**1,733**	**(11,957)**	**231,439**

The book value of lease liabilities and movements during the period are as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Balance at January 1	275,359	274,643
Additions	30,278	53,567
Derecognitions	(3,040)	(14,604)
Business combinations	2,299	16,014
Interest accrued on finance leases	8,057	17,516
Exchange gains (losses)	(7,689)	8,194
Payments	(41,847)	(79,971)
Balance at the end of the period	**263,417**	**275,359**

In turn, the annual maturity of finance lease liabilities is as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Within 1 year	66,190	62,829
Between 1 and 2 years	45,390	74,069
Between 2 and 3 years	49,712	42,632
Between 3 and 4 years	39,354	31,074
Between 4 and 5 years	24,326	21,058
More than 5 years	38,445	43,697
	263,417	**275,359**

The amounts recognized in the income statement are as follows:

(Thousands of euros)	06.30.2025	06.30.2024
Depreciation of right-of-use assets	33,577	30,320
Interest accrued on finance leases	8,057	8,266
Expenses from low-value, short-term and variable leases (Note 20.4)	20,857	18,430
Gains/(losses) on derecognition of right-of-use assets	(122)	(379)
	62,369	**56,636**

The item “Expenses from low-value, short-term and variable leases” mainly includes short-term leases of land and buildings (mainly) amounting to 11,000 thousand euros at June 30, 2025 (10,630 thousand euros at June 30, 2024) and variable leases of slot machines amounting to 5,068 thousand euros at June 30, 2025 (5,165 thousand euros at June 30, 2024).

The Group made lease payments amounting to 41,847 thousand euros in the six-month period ended June 30, 2025 (79,971 thousand euros in 2024).

Interest rates are considered by country, ranging between 2.25% and 15.45% in the six-month period ended June 30, 2025 and between 2.53% and 16.09% in 2024.

Most lease arrangements include options to extend the leases for a fixed or indefinite period of time. Lease liabilities include the options to extend the leases that the Group considers that will be exercised.

As a lessee, the Group has no significant commitments for leases that have not commenced yet.

20. INCOME AND EXPENSES

20.1 Revenue

As for the "Total revenue net of variable rent" heading, the Group has no performance obligations pending satisfaction at the end of the periods ended June 30, 2025 and 2024. The breakdown of this heading by operating segment is detailed in Note 3.

The distribution of revenues in the main countries is as follows:

(Thousands of euros)	06.30.2025	06.30.2024
Spain	455,579	435,409
Italy	289,480	276,325
Colombia	77,885	77,314
Panama	97,010	100,820
Mexico	70,670	83,560
Peru	113,387	21,669
Other countries	51,412	37,576
	1,155,423	**1,032,673**

"Other countries" includes revenue from the activities carried out by the Group in the Dominican Republic, Morocco, Costa Rica and Portugal, and eliminations of revenue between countries.

20.2 Cost of sales

(Thousands of euros)	06.30.2025	06.30.2024
Industrial consumables	7,310	2,410
Consumption of raw materials	5,860	3,328
Purchase discounts and returns	(470)	(66)
Other consumables	19,528	18,515
Change in inventories of finished products and goods	(1,149)	1,490
	31,079	**25,677**

The "Industrial consumables" heading includes cost of sales in the B2B business area for the manufacture and distribution of slot machines and "Other consumables" mainly includes the cost of sales related to food and beverage and spare parts for slot machines and tables in our casinos.

20.3 Employee benefits expense

(Thousands of euros)	06.30.2025	06.30.2024
Wages and salaries	135,435	122,397
Social Security	29,838	30,057
Termination benefits	4,112	2,867
Other	8,555	6,575
	177,940	**161,896**

Remunerations pending payment at June 30, 2025 and December 31, 2024 amounting to 21,879 and 24,790 thousand euros, respectively, are included in 'Other non-trade payables - Sundry creditors' (Note 16).

"Other" mainly includes contributions for pension, employee training, uniforms and private health insurance policies.

20.4 Utilities and external services

(Thousands of euros)	06.30.2025	06.30.2024
Professional services	76,459	65,868
Publicity, advertising, and public relations	41,878	32,779
Utilities	17,844	17,672
Leases payments and levies (Note 19)	20,857	18,430
Other services	19,279	12,974
Repairs and maintenance	15,429	13,698
Postal services, communications and telephone	8,842	8,228
Bank services et al.	25,515	11,417
Security services	6,559	6,156
Cleaning services	5,799	5,561
Insurance premiums	4,306	4,232
Travel expenses	3,672	3,571
Transportation	1,012	1,039
Development costs and patents (Note 6.2)	37	31
	247,488	**201,656**

The professional services include the fees received by the owners of the brands from the websites where online bets are placed in Italy. The increase is mainly due to a rise in website fees and sales network commissions, increase in expenses from new agreements.

20.5 Finance income and costs

(Thousands of euros)	06.30.2025	06.30.2024
Finance costs		
Contractual expenses and interest	(107,378)	(101,234)
Notes	(79,481)	(82,555)
Other loans and payables	(25,497)	(14,334)
Note redemption expenses	(2,400)	(4,345)
Finance lease arrangements	(8,057)	(8,266)
Expenses from the discount of provisions and other liabilities	5	3
Finance income		
Finance income	4,204	5,964
Total	**(111,226)**	**(103,533)**

"Other loans and payables" includes finance costs from:

- bank borrowings for an amount of 9,008 thousand euros and 9,752 thousand euros for the periods ended June 30, 2025 and 2024, respectively.
- payables for the deferred payment for the acquisition of companies amounting to 11,768 thousand euros and 993 thousand euros for the periods ended June 30, 2025 and 2024, respectively.

20.6 Exchange gains (losses)

(Thousands of euros)	06.30.2025	06.30.2024
Gains	12,228	1,556
Losses	(2,202)	(4,227)
	10,026	**(2,671)**

Net exchange gains/(losses) from translation of financial balances in foreign currency between Group companies are recognized in *Currency translation differences*, as a component that decreases shareholders' equity at June 30, 2025 by 4,422 thousand euros (in the prior period it increased shareholders' equity by 200 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 expenses have been accrued by other subsidiaries of LHMC Topco, S.a.r.l or by The Blackstone Group during the period (829 thousand euros were accrued and settled in the six-month period ended June 30, 2024 for the provision of services related to the issuance of corporate notes).

Additionally, during the six-month period ended June 30, 2025 and the year 2024, the Parent Company has refunded share premium contributions amounting to 11,650 thousand euros and 230,916 thousand euros, respectively, to its sole owner LHMC Midco, S.a.r.l. (Note 13.1).

Additionally, on May 12, 2025 the Sole Shareholder of the Parent Company made an owner contribution of 273,148 thousand euros to shareholders' equity.

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 is as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Guarantees and sureties related to gaming	158,941	144,709
Other guarantees	8,951	19,435
Total guarantees and sureties	**167,891**	**164,144**

Guarantees and sureties related to gaming

The most significant guarantees and sureties related to gaming at June 30, 2025 and December 31, 2024 are as follows:

- Surety policies of the Sportium subgroup in Spain that guarantee compliance with the obligations derived from gaming licenses amounting to 36,818 thousand euros at June 30, 2025 (38,514 thousand euros at December 31, 2024).

- Surety policies that guarantee compliance with the obligations derived from the granting by Agenzia delle Dogane e dei Monopoli (ADM) of the administrative concession to Cirsa Italia, SpA for activating and running the network for the management of gaming in Italy, amounting to 34,538 thousand euros at June 30, 2025 (28,812 thousand euros at December 31, 2024).

- Surety policies of Gaming & Services Panamá, S.A. that guarantee compliance with the obligations derived from gaming licenses amounting to 7,637 thousand euros at June 30, 2025 (8,615 thousand euros at December 31, 2024).

- 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 6,294 thousand euros at June 30, 2025 (6,274 thousand euros at December 31, 2024).

- Surety policies of Winner Group, S.A., the operating company of the Group in Colombia, that guarantee compliance with the obligations derived from gaming licenses amounting to 14,774 thousand euros at June 30, 2025 (8,828 thousand euros at December 31, 2024).

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.

The acquisition of 70% in Apuesta Total is structured based on Apuesta Total's actual EBITDA in 2024, with some adjustments that mainly consist in the calculation of the impact on EBITDA of certain expenses that partially apply in 2024 or do not apply in 2024 but will apply in subsequent years considering their application throughout 2024. The estimate of payments to be made based on 2024 EBITDA, and considering the regulation on the online gaming and sports betting activity, has been recorded at June 30, 2025 under "Other non-trade payables" in current liabilities. On June 6, 2025, Cirsa received a formal communication from the seller in which, even though no exact quantification of the discrepancy was specified yet (pending the applicable exchange rate), the calculation differed, as the criterion for calculating the impact of the expenses to be formalized in 2024 was not the same as that applied by Cirsa. At June 30, 2025 Cirsa started arbitration proceedings against the seller. Based on the purchase and sale agreement signed by the parties, and in our legal advisors' opinion, the directors of the company consider that the amounts to be paid as a result of the resolution of said discrepancy will be covered by the liabilities recorded in the balance sheet for this concept (Note 16).

On November 16, 2023, the Mexican Government amended the regulatory framework applicable to the gaming industry whereby betting activities through slot machines, cards, darts and roulettes were prohibited in new casinos. In compliance with the amendments to Mexican gaming regulations, gaming operators with gaming permits currently in force may continue to operate while their corresponding permits are in force or up to 15 years (if the permit is for more than 15 years), and may renew their gaming permits or apply for new permits once said period expires. However, the renewal or the new permit will only allow gaming operators to install traditional bingo halls or sports betting areas, excluding slot machines and game tables. We have contested the constitutionality of said legislation, which is affecting our current operations for which the licenses expire in May 2030 and August 2033, and our appeals have been confirmed by the courts. Consequently, we believe that said regulatory changes will not have a negative impact on the current operations of our business in Mexico.

24. INFORMATION ON ENVIRONMENTAL ISSUES

Given the characteristics of the activities performed by the group companies, at the end of the period it was not necessary to record any relevant expenses and/or investments related to transactions for preventing, reducing or repairing environmental damage.

25. OTHER RELATED PARTIES

Remuneration paid to members of the Board of Directors and Senior Management

The breakdown of remuneration accrued by the members of the Group's Board of Directors and Senior Management for the six-month periods ended June 30, 2025 and June 30, 2024 are as follows:

(Thousands of euros)	Fixed remuneration or salary	Variable remuneration	Total
06.30.2025			
Board members	1,400	600	2,001
Senior management	2,075	1,016	3,091
	3,476	**1,616**	**5,092**
06.30.2024			
Board members	966	859	1,825
Senior management	1,985	985	2,970
	2,951	**1,844**	**4,795**

Variable remuneration includes the accruals of an annual bonus and a multi-year bonus. The multi-year bonus consists of a long-term cash incentive for the period comprised between January 1, 2024 and December 31, 2028 (LTI 2024-2028).

These plans consist in variable remuneration commitments to certain members of the Board of Directors, Senior Management and other key personnel of the Group, to be settled in cash in 2024 for the LTI 2019-2023 and to be settled in cash in 2029 for the LTI 2024-2028. The multi-year variable remuneration is linked to the quarterly and annual achievement of certain Group goals, which vest at the end of each of the years included in the plan.

At June 30, 2025 the provision corresponding to the LTI 2024-2028 amounts to 2,030 thousand euros (1,457 thousand euros at December 31, 2024). The amount receivable for this concept is determined based on the achievement of certain revenue, profit and cash generation goals in each of the quarters of the period 2024-2028. In the event that these goals were fully met, the total amount receivable corresponding to the accruals for the 5 years covered by the incentive would be 11,752 thousand euros, of which 8,114 thousand euros correspond to members of the Board of Directors and Senior Management

In the periods indicated in the table above, neither the Directors nor the members of Senior Management have received any allowances, nor have there been any accruals of stock option plans or contributions to pension plans.

The balance of advances/loans given to members of the Board of Directors and Senior Management of the Group at June 30, 2025 and December 31, 2024 amounts to 297 and 297 thousand euros, respectively.

The balance of advances/loans given to members of the Board of Directors and Senior Management of the Group at June 30, 2025 and December 31, 2024 amounts to 297 thousand euros in both periods.

On October 17, 2024, the Board of Directors approved the Long-Term Incentive Plan 2025-2029 (the "LTIP), for the members of Senior Management, Board of Directors and other key company employees, who will be expressly invited by the Board of Directors of the Parent Company to participate in the LTIP.

In the event of Admission, the LTIP will consist in the contingent allocation of a limited number of Company shares, which may be treasury shares and/or newly issued ordinary shares (the "LTIP shares"), to the LTIP Participants.

The maximum number of LTIP shares that will be granted to the Participants throughout the LTIP term will account for 0.78% of share capital after the IPO takes effect.

The LTIP is developed in three overlapping cycles, which cover the following periods ("Vesting Periods"):

- the first vesting period covers the period from July 1, 2025 to December 31, 2025 and the years 2026 and 2027 ("2025 Vesting Period");
- the second vesting period covers the years 2026, 2027 and 2028 (2026 Vesting Period);
- the third vesting period covers the years 2027, 2028 and 2029 (2027 Vesting Period);

The LTIP shares will be delivered after the corresponding Vesting Period, subject to the achievement of targets previously set by the Board of Directors. The sale of LTIP shares is restricted during certain lock-up periods.

The performance parameters may be cumulative EBITDA compared to the Group's business plan, total shareholder return compared to IBEX 35 and an ESG factor that will measure the relative position of the Group's Morningstar Sustainalytics rating among a defined group of comparable companies in the global gaming industry, without prejudice that new parameters may be established.

The main purpose of the LTIP is to structure a remuneration policy and an incentive payment plan for specific executives and key employees to stimulate high performance, sustainable achievement of the Company's strategic goals, to give the LTIP participants the opportunity to receive a stake in the value created, aligning these people's interests with the interests of the Company's shareholders and other stakeholders, and to encourage employee retention and availability for future services.

Ownership interests held in the Parent Company by the members of the Board of Directors and Senior Management

Before the IPO, LHMC Midco S.a.r.l. held a 100% direct interest in the Company's share capital. The members of the Board of Directors hold an indirect interest of approximately 1.79% in the share capital of LHMC Topco, S.a.r.l., which is the indirect whole owner of LHMC Midco, S.a.r.l., which is the direct whole owner of Cirsa Enterprises, S.A. Other members of Senior Management, key employees and former employees of the Group hold an indirect interest of approximately 1.37% in the share capital of LHMC Topco S.a.r.l.

As a result of Cirsa Enterprises, S.A.U.'s shares being admitted to trading on the stock exchange, the shares mentioned in the paragraph above have been exchanged for a certain amount of parent company shares prior to the execution of the public offering of shares. Due to this exchange, the aforementioned people and members of the Board of Directors have received shares equal to 3.6% of share capital (Note 28).

Conflicts of interest

In compliance with article 229 of the Spanish Capital Companies Law (CCL), the members of the Board of Directors have notified the Company that there are no situations representing a conflict of interest for the Group.

26. 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 (EBITDA less the following concepts: working capital, income tax payment, CAPEX, other financial activities and lease payments). Working capital is determined by the sum of the following concepts: “inventories”, “trade and other receivables”, “suppliers and other accounts payable”, “other operating assets and liabilities, net”. CAPEX (Capital Expenditures) is defined as “the acquisition of property, plant and equipment” plus “the acquisition of intangible assets”. Other financial activities is determined by the sum of the following concepts: “proceeds from other financial assets”, “payments on business combinations and acquisition of investees”, “payments on financial investments”, “interest received and income from financial investments”. At June 30, 2025 the Group’s indebtedness falls within the parameters established in the indebtedness policy. At June 30, 2025 leverage stands at 3.2x (3.8x at December 31, 2024).

26.1 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.

26.2 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 B2B activity 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 recorded in “Financial assets” under the “Trade and other receivables” heading (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 166,880 thousand euros at June 30, 2025 (153,648 thousand euros at December 31, 2024).

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, is as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Trade receivables	166,880	153,648
Cash and cash equivalents	283,488	256,094
Other financial assets	31,070	28,358
	481,438	**438,100**

The breakdown by age of "Trade receivables" at June 30, 2025 and December 31, 2024, respectively, is as follows:

(Thousands of euros)	06.30.2025	12.31.2024
Not due	123,207	110,240
Less than 180 days	18,577	23,096
More than 180 days	25,096	20,312
	166,880	**153,648**

26.3 Interest risk

External finance is mainly based on the issuance of corporate notes at fixed or floating interest rates. 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 both year ends is as follows:

	06.30.2025		12.31.2024	
(Thousands of euros)	Fixed interest rate	Floating interest rate	Fixed interest rate	Floating interest rate
Notes	1,834,171	283,938	1,830,001	526,053
Bank borrowings	11,259	93,882	13,894	37,251
Sundry creditors	—	105,701	—	196,956
Finance lease liabilities	263,417	—	275,359	—
	2,108,847	**483,521**	**2,119,254**	**760,260**

At June 30, 2025 financial liabilities at a fixed interest rate represented 81% of total liabilities (74% at 2024 year end). In these circumstances, 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 2,418 thousand euros in the six-month period ended June 30, 2025.

The breakdown of assets that accrue interests at both year ends is as follows:

	06.30.2025		12.31.2024	
(Thousands of euros)	Fixed interest rate	Floating interest rate	Fixed interest rate	Floating interest rate
Loans to joint ventures and associates	6,382	—	2,660	—
Loans to third parties	7,934	21,550	9,331	20,844
Guarantees and deposits	24,584	—	29,157	—
Fixed income securities and deposits	17,621	—	10,356	—
	56,522	**21,550**	**51,503**	**20,844**

The Group estimates that the fair value of the assets' financial instruments does not differ significantly from the net book value.

26.4 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 in the six-month period ended June 30, 2025:

	Thousands of euros			
Currency	**10%**	**5%**	**(5) %**	**(10) %**
Costa Rican colon/Euro	(136)	(71)	79	166
Moroccan dirham/Euro	(540)	(283)	312	660
US dollar/Euro	(1,370)	(718)	793	1,674
Colombian peso/Euro	(1,225)	(642)	709	1,497
Dominican peso/Euro	(672)	(352)	389	821
Mexican peso/Euro	(328)	(172)	190	401
Peruvian sol/Euro	(1,876)	(982)	1,086	2,292

- Sensitivity of the profit for the year before tax against fluctuations in the exchange rate of local currencies against the euro in the six-month period ended June 30, 2024:

	Thousands of euros			
Currency	**10%**	**5%**	**(5) %**	**(10) %**
Costa Rican colon/Euro	(177)	(92)	102	216
Moroccan dirham/Euro	(465)	(243)	269	568
US dollar/Euro	(1,667)	(873)	965	2,038
Colombian peso/Euro	(882)	(462)	511	1,078
Dominican peso/Euro	(629)	(329)	364	769
Mexican peso/Euro	(692)	(363)	401	846
Peruvian sol/Euro	132	69	(76)	(161)

- Sensitivity of Equity against fluctuations in the exchange rate of local currencies against the euro at June 30, 2025:

	Thousands of euros			
Currency	**10%**	**5%**	**(5) %**	**(10) %**
Costa Rican colon/Euro	(1,585)	(830)	918	1,938
Moroccan dirham/Euro	(1,392)	(729)	806	1,702
US dollar/Euro	(2,852)	(1,494)	1,651	3,486
Colombian peso/Euro	(4,169)	(2,184)	2,414	5,096
Dominican peso/Euro	(1,050)	(550)	608	1,284
Mexican peso/Euro	(4,113)	(2,154)	2,381	5,027
Peruvian sol/Euro	(2,425)	(1,270)	1,404	2,964

26.5 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 June 30, 2025 the Group shows negative working capital amounting to 153,247 thousand euros (161,351 thousand euros negative at 2024 year end). Nonetheless, Group Management considers that cash flow generated by the business and available credit lines will allow the Group to cover its current liabilities. Moreover, it should be noted that there is a revolving credit facility for a limit of up to 275,000 thousand euros, 215,000 thousand euros of which can be drawn down at June 30, 2025, maturing on December 31, 2029 (Note 15).

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 283 million euros at June 30, 2025 (256 million euros at December 31, 2024), to meet unexpected payments. Furthermore, the Group has unused cash capacity amounting to 245 million euros at June 30, 2025 (293 million euros at December 31, 2024).
- 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 at December 31, 2024, based on the contractual obligations of financial debts:

(Thousands of euros)	Balance at June 30, 2025	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	2,118,109	33,891	612,393	375,668	1,096,157	—	—	2,118,109
Bank borrowings	105,141	94,216	5,840	2,409	840	861	975	105,141
Finance lease liabilities	263,417	66,190	45,390	49,712	39,354	24,326	38,445	263,417
Other	105,701	42,234	27,096	28,406	1,433	1,576	4,956	105,701
Common transactions (*)	14,850	-	-	-	-	-	14,850	14,850
	2,607,218	**236,531**	**690,719**	**456,195**	**1,137,784**	**26,763**	**59,226**	**2,607,218**

(*) These common transactions have undefined maturity dates.

“Other” mainly includes deferred payments for the purchase of companies.

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 will consist in preserving the Group's cash position, liquidity management and in establishing cash management action plans.

As stated in Note 14, the contracts entered into in relation to corporate notes issued include limitations on the payout of dividends. The covenants of the note issues establish limitations on the distribution of dividends, based on EBITDA and the net profit/(loss) obtained by the Group. These covenants consider a potential public offering of the Group, which would relax said limitations, providing greater pay-out capacity in accordance with the covenant on Notes.

It is Group policy to pay out dividends on a prudential basis. The company plans to make a first payout in 2026 based on its performance in the year ended December 31, 2025. The company’s intention is to maintain a payout ratio (calculated as Dividends / Adjusted Net Profit/(Loss)) of approximately 35% of its Adjusted Net Profit/(Loss), once the corresponding portion of the legal reserve has been charged. Adjusted Net Profit/(Loss) is Net Profit/(Loss) for the year adjusted for depreciation and amortization and impairment of assets derived from business combinations arising in the several Purchase Price Allocation (PPA) processes, including the tax effect of said adjustments.

28. SUBSEQUENT EVENTS

A capital increase of 26,666,667 new shares, representing 15.87% of share capital, was carried out on July 8, 2025. On July 9, 2025, the shares of Cirsa Enterprises, S.A. were admitted to trading on the Spanish stock exchanges through the Stock Market Interconnection System (Continuous Market). The offering price was set at 15 euros per share, reaching a total amount of 453 million euros in the initial public offering, which consisted of a subscription offering of 400 million euros (26,666,667 shares) and a sale offering of 53.3 million euros (3,552,113 shares). As a result of the IPO, LHMC Midco, S.a.r.l., which held 100% of the shares, currently holds 78.4% thereof.

The funds received from going public have been used to reduce debt. On July 21, 2025, all floating-rate notes maturing in July 2028 amounting to 285 million euros plus redemption costs were redeemed, totaling 289.3 million euros, and the amount drawn down from the RCF has been repaid by 60 million euros.

No significant events have occurred after the reporting date, other than those already mentioned in these notes, that may condition the information included in the interim condensed consolidated financial statements of the Cirsa Group for the six-month period ended June 30, 2025.

The members of the Board of Directors of Cirsa Enterprises, S.A. ("the Company") state that, to the best of their knowledge, the interim condensed consolidated financial statements for the first half of 2025, prepared in accordance with applicable accounting principles, give a true and fair view of the equity, financial position and results of the Company and entities included in the consolidation taken as a whole, and that the interim consolidated management report also provides a true and fair analysis of the information required.

Terrassa, September 5, 2025

Mr. Joaquin Agut Executive Chairman	Mr. Lionel Yves Assant Vice-Chairman
Mr. Antonio Hostench CEO	Mr. Miguel García Proprietary director
Ms. Paloma Beamonte Coordinating independent director	Mr. Bernardino Cortijo Independent director
Ms. Maria Aranzazu Díaz-Lladó Independent director	Ms. Rocío Fernández Independent director
Ms. Rocío Martínez-Sampere Independent director	

List of subsidiaries

Company	Activity	Ownership percentage 2025	Ownership percentage 2024	Investment holder	Business address	City	Province/
Ajar, S.A.	Casinos	75.00%	75.00%	Global Bingo Corporation, S.A.	Av. Muñoz Vargas, 18	Huelva	Huelva
Alcobendas Game, S.L.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ Martin de Vargas, 3-5	Alcobendas	Madrid
Alfematic, S.A.	Slots Spain	75.00%	75.00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Alma de Panamá Oeste, S.A.	Casinos	50.01%	50.01%	Cirsa International Business Corporation, S.L.	Juan Díaz, Costa del Este, PH Plaza Real, Apto. 402	Panama City	Panama
Amical Trading, S.L.	Slots Spain	51.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	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	Panama City	Panama
Apple Games 2000, S.L.	Slots Spain	75.51%	75.51%	Egartronic, S.A.	C/ Guadalquivir, 84	Valencia	Valencia
Art Joc, S.L.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Crta. De Castellar, 298	Terrassa	Barcelona
Atlantic Pecunia, S.A.R.L.	Casinos	-	100.00%	Les Loisirs Du Paradis, S.A.R.L.	Apartament nº13, 3ème Etage, Inmeuble nº47, residence Saada hay Mohammadi	Agadir	Morocco
Automáticos Manchegos, S.L.	Slots Spain	51.00%	51.00%	Interservi, S.A.	Crta. Nacional 420, km 286	Alcazar de San Juan	Ciudad Re
Automaticos Maxorata, S.A.	Slots Spain	55.00%	55.00%	Comercial Jupama, S.A.	c/ Suarez Naranjo, 45	Las Palmas	Gran Can
Automáticos Quintana, S.L.	Slots Spain	50.00%	50.00%	Comercial Jupama, S.A.	c/ Suarez Naranjo, 45	Las Palmas	Gran Can
Azibi Horta, S.A.	Casinos	100.00%	100.00%	Talzen Inversions, S.L.	Pl. Ibiza, 21	Barcelona	Barcelona
Bar Juegos, S.L.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Barnabing, S.A.	Casinos	100.00%	100.00%	Inversiones Zental, S.L.	C/ Calaf, 23	Igualada	Barcelona
Barna-Center, S.A.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Bema - Euromatic, S.A.	Slots Spain	60.71%	60.71%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Bet On Red Digital, S.A.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11, entreplanta	Ceuta	Ceuta
Bicondal, S.A.	Casinos	100.00%	100.00%	Inversiones Zental, S.L.	Avenida Paralelo, 91-93	Barcelona	Barcelona
Billares Valencia, S.L.	Slots Spain	100.00%	100.00%	Coinland,S.A.	C/ Convento Santa Clara, 11	Valencia	Valencia
Binale, S.A.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	General Ricardos, 176	Madrid	Madrid
Bincamex, S.A. de C.V.	Casinos	100.00%	100.00%	International Mex Business, S.L.	Antonio Dovalí Jaime 70 Interior Torre B Piso 3 OF01	Mexico City	Mexico
Bincano, S.A.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	Elcano, 30-32	Bilbao	Vizcaya
Bingo Santven, S.A.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	Ctra. N-340 Km. 1189	El Vendrell	Tarragona
Bingo Vic, S.A.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	Carretera de Manlleu 7, bajos	Vic	Barcelona
Bingos Andaluces, S.A.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	Asunción, 3	Sevilla	Sevilla
Bingos Benidorm, S.A.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	Plaza Doctor Fleming, s/n	Benidorm	Alicante
Bis Line, S.L.	Slots Spain	87.60%	87.60%	Giga Game System Operation,S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Blanes Slot, S.L.	Slots Spain	100.00%	100.00%	Art Joc, S.L.	Carretera de Castellar 298	Blanes	Barcelona
Blanfe, S.L.	Slots Spain	75.51%	75.51%	Comercial de Recreativos Salamanca, S.A.	P.I. El Montalvo III, c/ Cuarta, 17	Carbajosa de la Sagrada	Salamanc
Business Administration, S.A.C	Online Gaming & Betting	100.00%	100.00%	Holding AT, S.A.C.	Av. Manuel Olguin Nro. 211 Int. - Urb. Los Granados	Lima	Peru
Calpe Leisure, S.A.	Slots Spain	85.00%	85.00%	Eleval, Electronicos Valencia, S.A.	c/ German Bernacer, 22 P.I. Elche	Elche	Alicante
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%	75.00%	Thousand And One Nights, AB	Hotel Movenpick Malabata - Avenida Mohamed VI, Bahia de Tanger	Tanger	Morocco
Casino Da Figueira, S.A.	Casinos	51.00%	-	Cirsa International Business Corporation, S.L.	c/ Rua Doctor Calado, 1	Figueira Da Foz	Portugal
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 Jaragua	Santo Domingo de Guzmán	Dominican Republic
Cat Games, S.L.	Slots Spain	60.00%	60.00%	Bis Line, S.L. y Tot Patrimoni, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Cirsa Finance International, S.A.R.L.U.	Structure	100.00%	100.00%	Cirsa Enterprises, S.A.	Rue Eugene Rupert, 2 - 4	Luxembourg	Luxembou
Cirsa Gaming Corporation, S.A.	Structure	100.00%	100.00%	Cirsa Enterprises, S.A.	Ctra. Castellar, 298 - 302	Terrassa	Barcelona
Cirsa Interactive Corporation, S.L.	Slots Spain	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.	Ctra. Castellar, 298	Terrassa	Barcelona
Cirsa Italia Holding, S.P.A.	Slots Italy	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milan)	Italy
Cirsa Italia, S.P.A.	Slots Italy	100.00%	100.00%	Cirsa Italia Holding, S.P.A.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milan)	Italy
Cirsa Morocco, S.L.	Casinos	76.00%	76.00%	Cirsa International Business Corporation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Cirsa Retail, S.R.L.	Slots Italy	100.00%	100.00%	Cirsa Italia Holding, S.P.A.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milan)	Italy
Cirsa Servicios Corporativos, S.L.	Structure	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Cirsa Slot Corporation, S.A.	Slots Spain	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Cirsa Tecnologias de la Información, S.L.	Structure	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Cirsagest, S.P.A.	Slots Italy	100.00%	100.00%	Cirsa Italia Holding, S.P.A.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago	Italy
Coin Machines, S.A.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ Andalucía, 30	Palencia	Palencia
Coinland, S.A.	Slots Spain	100.00%	100.00%	Eleval, Electronicos Valencia, S.A.	C/ Guadalquivir, 84	Valencia	Valencia
Comdibal 2000, S. L.	Slots Spain	100.00%	100.00%	Universal de desarrollos Electronicos, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Comercial de Desarrollos Electrónicos, S. A.	Slots Spain	100.00%	100.00%	Global Game Machine Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Comercial de Recreativos Salamanca, S.A.	Slots Spain	75.50%	75.50%	Tecnoappel, S.L.	C/ Cuarta, 17 P.I. El Montalvo	Carbajosa de la Sagrada	Salamanc
Comercial Jupama, S.A.	Slots Spain	50.00%	50.00%	Cirsa Slot Corporation, S.A.	c/ Suarez Naranjo, 45	Las Palmas	Gran Can
Corporación Turistica David, S.A.	Casinos	60.00%	60.00%	Cirsa International Business Corporation, S.L.	Avenida Samuel Lewis y Calle 53, Edificio Omega, Piso 2	Panama	Panama
Digital Gaming México, S.A.P.I.de C.V.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	Boulevard Luis Donaldo Colosio, SA-1	Hidalgo	Mexico
Easy Bet Service, S.R.L.	Slots Italy	100.00%	-	Cirsagest, S.p.A.	Via Longhena, 1	San Vendemiano	Italy
Egaming Solutions, S.R.L.	Online Gaming & Betting	60.00%	60.00%	E-Play 24 Ita Limited	Viale Giacomo Brodolini nº 36	Battipaglia	Italy
Egartronic, S.A.	Slots Spain	75.50%	75.50%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
Electrónicos Radisa, S.L.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid

List of subsidiaries

Company	Activity	Ownership percentage 2025	Ownership percentage 2024	Investment holder	Business address	City	Province/
Eleval, Electronicos Valencia, S.A.	Slots Spain	100.00%	100.00%	Giga Game System Operation,S.L.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
E-Play 24 Ita Limited	Online Gaming & Betting	60.00%	60.00%	Yellow City Limited	Tigne Place, Block 35 Fl 1/5 Tigne Street	Malta	Malta
E-Play 24 Italia, S.R.L.	Online Gaming & Betting	60.00%	60.00%	E-Play 24 Retail, S.R.L.	Viale Emilio Caldara, nº22	Italy	Italy
E-Play 24 Retail, S.R.L.	Online Gaming & Betting	60.00%	60.00%	E-Play 24 Ita Limited	Viale Emilio Caldara, nº22	Italy	Italy
Flamingo Euromatic-100, S.L.	Slots Spain	51.00%	51.00%	Orlando Play, S.A.	P.I. La Juaida, C/Sierra Telar, 40	Viator	Almería
Flyz Salon, S.L.	Slots Spain	51.00%	51.00%	Juegomatic, S.A.	Avda. Simon Bolivar, nº 17, bloque 5, planta 5, puerta 3	Málaga	Málaga
Fomento Advenio 1, S.A. DE C.V.	Casinos	100.00%	100.00%	Promociones e Inversiones de Guerrero, S.A.P.I. De C.V.	01210 Álvaro Obregón en la Ciudad de México	Mexico City	Mexico
Font Mar, S.L.	Slots Spain	100.00%	100.00%	Blanes Slots, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Free Games, SAC	Online Gaming & Betting	100.00%	100.00%	Kurax, S.A.C.	Av. Manuel Olguin Nro. 211 Int. - Urb. Los Granados	Lima	Peru
Gaming & Services de Panamá, S.A.	Casinos	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Calle 50, PH. Torre Global, piso 40	Panama City	Panama
Gaming & Services, S.A.C.	Casinos	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Av. Ricardo Palma, 341 Miraflores	Lima	Peru
Garbimatic, S.L.	Slots Spain	75.00%	75.00%	Alfematic, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Gema, S.R.L.	Slots Italy	100.00%	100.00%	Cirsa International Business Corporation, S.l.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milan)	Italy
Genper, S. A.	Slots Spain	100.00%	100.00%	Global Game Machine Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Giga Game System Operation, S.L.	Slots Spain	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Crta. De Castellar, 298	Terrassa	Barcelona
Global Bingo Corporation, S.A.	Casinos	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Crta. Castellar, 298	Terrassa	Barcelona
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.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Global Management Tangier, S.R.L.	Casinos	76.00%	76.00%	Cirsa Morocco, S.L.	Avenue Mohamed VI Route de Malabata	Tanger	Morocco
Global Real State, S.A.S.	Casinos	100.00%	100.00%	Winner Group, S.A.	Calle 90 No. 19C-32 P.4	Bogota	Colombia
Gloria, S.R.L.	Slots Italy	100.00%	-	Royal Games, S.R.L.	Via indipendenza, 9	Pavia	Italy
Gogoal, S.R.L.	Online Gaming & Betting	70.00%	60.00%	E-Play 24 Ita Limited	Via Alcide de Gasperi, 36	Palestrina	Italy
Goldenplay, S.L.	Slots Spain	51.00%	51.00%	Orlando Play, S.A.	German Bernacer, 22 P.I. Elche Parque Ind.	Elche	Alicante
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 Bolivar, 3	Las Palmas	Gran Can
Grasplai, S.A.	Casinos	100.00%	100.00%	Telma Enea, S.L.	Av. Generalitat, 6	Sta. Coloma	Barcelona
Grevaloflal, S.A.	Casinos	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 Ric
Haes, S.A.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	C/ Real, 87	San Sebastián de los Reyes	Madrid
Holding AT, SAC	Online Gaming & Betting	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Av. Manuel Olguin Nro. 211 Int. - Urb. Los Granados	Lima	Peru
Iber Matic Games, S.L.	Slots Spain	75.50%	75.50%	Cirsa Slot Corporation, S.A.	C/ Jaime Ferran, 2-4	Zaragoza	Zaragoza
Impera, S.R.L.	Online Gaming & Betting	51.00%	51.00%	E-Play 24 Ita Limited	Via San Pancrazio, 22/A	Malta	Malta
Integración Inmobiliaria World de Mexico, S.A. De C.V.	Casinos	100.00%	100.00%	Promociones e Inversiones de Guerrero, S.A.P.I. De C.V.	Colonia Santa Fe, Álvaro Obregon	Mexico City	Mexico
International Bingo Technology, S.A.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
International Mex Business, S.L.	Casinos	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Ctra. Castellar, 298	Terrassa	Barcelona
Interplay, S.A.	Slots Spain	75.50%	75.50%	Egartronic, S.A.	C/ Francia, 26 y 27	Puerto Real	Cádiz
Interservi, S.A.	Slots Spain	51.00%	51.00%	Cirsa Slot Corporation, S.A.	Ctra. Nacional 420, km 286	Alcázar de San Juan	Ciudad Re
Inversiones Gaming House, SAC	Online Gaming & Betting	100.00%	100.00%	Free Games, S.A.C.	Av. Manuel Olguin Nro. 211 Int. - Urb. Los Granados	Lima	Peru
Inversiones Interactivas, S.A.	Casinos	70.00%	70.00%	Orbis Development, S.A.	C/ 57 y Avenida Obarrio	Panama City	Panama
Inversiones Pacanoas, S.A.	Casinos	70.00%	70.00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco, piso 40	Panama City	Panama
Inversiones Pañanitas, S.A.	Casinos	70.00%	70.00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco, piso 40	Panama City	Panama
Inversiones Vertiago, S.A.	Casinos	70.00%	70.00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco, piso 40	Panama City	Panama
Inversiones Zental, S.L.	Casinos	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
Isi Bet Pro, S.R.L.	Online Gaming & Betting	55.00%	55.00%	E-Play 24 Ita Limited	Viale Emilio Caldara, 22	Milan	Italy
Jamaica 2001, S.L.	Slots Spain	100.00%	100.00%	Art Joc, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Juegomatic, S.A.	Slots Spain	100.00%	100.00%	Global Game Machine Corporation, S.A.	Av. Los Vegas, 27	Málaga	Málaga
Juegos De Azar Oliva Rodon, S.L.	Slots Spain	100.00%	100.00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Just Retail, S.R.L.	Slots Italy	100.00%	100.00%	Cirsa Retail, S.R.L.	Via Ludovico il Moro 6/C, Palazzo Ferraris	Assago (Milan)	Italy
Kurax, SAC	Online Gaming & Betting	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Bl. D Mza. G Int. 2 Complejo Zofra	Tacna	Peru
Leiden and Berbera Corporation, S.L.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ Fermina Sevillano, 5-7		
Les Loisirs Du Paradis, S.A.R.L.	Casinos	82.00%	82.00%	Resort Paradise AB	Hotel Atlantic Palace Secteur balneaire et touristique	Agadir	Morocco
L&G Bussines, S.L.	Slots Spain	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 338	Terrassa	Barcelona
Lista Azul, S.A.	Casinos	100.00%	100.00%	International Bingo Technology, S.A.	Gran Passeig de Ronda, 87	Lleida	LLeida
Macrojuegos, S.A.	Casinos	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	Panama City	Panama
Maquilleiro, S.L.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ Fermina Sevillano, 5-7	Madrid	Madrid
Maqui-Ter, S.A.	Slots Spain	100.00%	100.00%	Eleval, Electronicos Valencia, S.A.	Miguel de Cervantes, 12	Teruel	Teruel
Marchamatic Indalo, S.L.	Slots Spain	51.00%	51.00%	Orlando Play, S.A.	C/Sierra Telar, 40	Viator	Almeria
Mepe, S.A.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ Fermina Sevillano, 5-7	Madrid	Madrid
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	Dominican Republic
Micri Communication, S.R.L.	Online Gaming & Betting	70.00%	70.00%	E-Play 24 Ita Limited	Via Giovacchino Belli, 14	Milan	Italy
Miky, S.L.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
Modena Giochi, S.R.L.	Slots Italy	100.00%	100.00%	Cirsagest, S.p.A.	Via Ludovico il Moro 6/C, Palazzo Ferraris	Assago	Italy

List of subsidiaries

Company	Activity	Ownership percentage 2025	Ownership percentage 2024	Investment holder	Business address	City	Province/
Montri, S.A.	Slots Spain	75.50%	75.50%	Iber Matic Games, S.L.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
New Laomar, S.L.	Slots Spain	51.00%	51.00%	Orlando Play, S.A.	c/Sierra Telar, 40	Viator	Almeria
New Retail, S.R.L.	Slots Italy	100.00%	100.00%	Cirsa Retail, S.R.L.	Via Ludovico il Moro 6/C, Palazzo Ferraris	Assago	Italy
New York Game, S.L.	Slots Spain	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	Dominican Republic
Oper Ibiza, S.L.	Slots Spain	51.00%	51.00%	Cirsa Slot Corporation, S.A.	C/ dels Llauradors, 45	Sant Antoni de Portmany	Balearic Is
Operadora de Entretenimiento Manzanillo, S.A. de C.V.	Casinos	100.00%	100.00%	Bincamex, S.A. de CV.	Santa Fe, Álvaro Obregón, C.P. 01376	Mexico City	Mexico
Operadora General De Entretenimiento, S.A. DE C.V.	Online Gaming & Betting	100.00%	100.00%	Bincamex, S.A. de CV.	Pedro Moreno 1705, Pisos 3, 4 y 5, Col. Americana (Lafayette)	Guadalajara	Mexico
Operadora Internacional de Recreativos, S.A.	Slots Spain	51.00%	51.00%	Cirsa Slot Corporation, S.A.	c/ Cervantes, 14 1	Gijón	Asturias
Operadora Juegos y Sorteos Paseo Central, S.A. de C.V.	Casinos	60.00%	60.00%	Bincamex, S.A. de CV.	C/ Encordada Santa Fe, nº 4514	Mexico City	Mexico
Oper-Arosa, S.L.	Slots Spain	100.00%	-	Cirsa Slot Corporation, S.A.	Poligono Industrial Asipo, calle B, Parcela 45B	Llanera	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	Panama City	Panama
Orlando Italia, S.R.l.	Slots Italy	51.00%	51.00%	Orlando Play, S.A.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago	Italy
Orlando Play, S.A.	Slots Spain	51.00%	51.00%	Global Game Machine Corporation, S.A.	Sierra Telar, 40 P.I. La Juaida	Viator	Almería
Perselli Videogiochi, S.R.L.	Slots Italy	100.00%	100.00%	Modena Giochi, S.R.L.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago	Italy
Piela Recreativos, S.L.	Slots Spain	75.51%	75.51%	Tecnoappel, S.L.	P.I. Campollano, calle B, Zona Transportes, nº 1, nave 25	Albacete	Albacete
Piscis 28 Castilla y León, S.L.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ Andalucía, 30	Palencia	Palencia
Playcat, S.A.	Casinos	100.00%	100.00%	International Bingo Technology, S.A.	Cádiz, 1	Terrassa	Barcelona
Princesa 31, S.A.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	Princesa, 31	Madrid	Madrid
Promociones e Inversiones de Guerrero, S.A.P.I. de C.V.	Casinos	100.00%	100.00%	Bincamex, S.A. de CV.	Santa Fe, Álvaro Obregón, C.P. 01376	Mexico City	Mexico
Radiamon, S.L.	Slots Spain	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	Online Gaming & Betting	60.00%	60.00%	E-Play 24 Ita Limited	Tigne Place, Block 35 Fl 1/5 Tigne Street	Malta	Malta
Recrea, S.L.	Slots Spain	80.00%	80.00%	Giga Game System Operation, S.L.	C/ C-k, P.I. Cami dels Frares	Lleida	LLeida
Recreativos Ares, S.L.	Slots Spain	100.00%	-	Oper-Arosa, S.L.	Poligono Industrial Asipo, calle B, Parcela 45B	Llanera	Asturias
Recreativos Arranz, S.L.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Recrativos Galicia - Sanabria, S.L.	Slots Spain	100.00%	100.00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa	Barcelona
Recreativos Hatuey, S.A.	Slots Spain	100.00%	100.00%	Bema - Euromatic, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Recreativos Manchegos, S.L.	Slots Spain	51.00%	51.00%	Interservi, S.A.	Ctra. Nacional 420, Km 286	Alcazar de San Juan	Ciudad Re
Recreativos Ociomar Levante, S.L.	Slots Spain	51.00%	51.00%	Orlando Play, S.A.	Ctra. De Castellar, 298	Terrassa	Barcelona
Recreativos Panaemi, S.L.	Slots Spain	51.00%	51.00%	Orlando Play, S.A.	c/ German Bernacer, 22 P.I. Elche	Murcia	Murcia
Recreativos Perseo, S.L.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ Fermina Sevillano, 5-7	Madrid	Madrid
Recreativos Rio, S.L.	Slots Spain	75.51%	-	Egartronic, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
Recreativos Valle de Aran, S.L.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Ctra. Castellar 298	Terrassa	Barcelona
Recreativos Xativa, S.A.	Slots Spain	55.00%	55.00%	Eleval, Electronicos Valencia, S.A.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
Red de salones de Aragón, S.L.	Slots Spain	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	Stockholm	Sweden
Romgar, S.L.	Casinos	100.00%	100.00%	Telma Enea, S.L.	Cayetano del Toro, 23	Cádiz	Cádiz
Royal Games, S.R.L.	Slots Italy	100.00%	-	Cirsagest, S.p.A.	Via F.Rismondo, 4	Pavia	Italy
S.A. Explotadora de Recreativos	Slots Spain	90.00%	90.00%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa	Barcelona
Sadeju, S.L.	Casinos	65.00%	65.00%	Telma Enea, S.L.	c/ Carlota Alexandre, 106	Torremolinos	Málaga
Sala Valencia, S.A.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	Cuenca, 20	Valencia	Valencia
Sala Versalles, S.A.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	Bravo Murillo, 309	Madrid	Madrid
Salon Casino Royal España, S.L.	Slots Spain	51.00%	51.00%	Juegomatic, S.A.	C/ Lazcano nº8	Málaga	Málaga
Saturno 5 Conexión, S.L.	Slots Spain	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	Dominican Republic
SCB Anil Dominicana, S.R.L.	Casinos	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Domingo	Dominican Republic
SCB Grand Victoria Dominicana, SRL	Casinos	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Domingo	Dominican Republic
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	Dominican Republic
Sertebi, S.A.	Casinos	100.00%	100.00%	Inversiones Zental, S.L.	Avda. Sarria, 47	Barcelona	Barcelona
Servi D´Aro, S.A.	Casinos	100.00%	100.00%	Talzen Inversions, S.L.	Avda. Estrasburgo, 11	Castell - Platja D´Aro	Girona
Servi-Joc, S.A.	Slots Spain	85.00%	85.00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Servinet CYL, S.L.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ Acetileno, 14, nave 7 P.I. San Cristobal	Valladolid	Valladolid
SFP Online S.A.	Online Gaming & Betting	78.00%	78.00%	Cirsa International Business Corporation, S.L.	Rua Dr. Calado, nº 1 freguesia de Buarcos	Buarcos	Portugal
Sobima, S.A.	Casinos	100.00%	100.00%	International Bingo Technology, S. A.	Av. Los Vegas, 27	Málaga	Málaga
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	Morocco
Sodemar, S.L.	Casinos	100.00%	100.00%	Telma Enea, S.L.	Sacramento, 16 duplicado	Cádiz	Cádiz
Space Go Game Studio, S.L.	Online Gaming & Betting	99.35%	100.00%	Cirsa Interactive Corporation, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona

List of subsidiaries

Company	Activity	Ownership percentage 2025	Ownership percentage 2024	Investment holder	Business address	City	Province/
Sportium Apostes Catalunya, S.A.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Sena, 2	Sant Cugat Del Valles	Barcelona
Sportium Apuestas Andalucia, S.L.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	Av. Los Vegas, 27	Málaga	Málaga
Sportium Apuestas Aragon, S.L.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Jaime Ferrán, 5	Zaragoza	Zaragoza
Sportium Apuestas Asturias, S.A.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ B, Parcela 45B pol. Ind Asipo	Cayes - Llanera	Asturias
Sportium Apuestas Baleares, S.L.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Gremi des Sabaters, 21	Palma de Mallorca	Mallorca
Sportium Apuestas Canarias, S.L.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Garcia Morato, 1	Telde	Gran Can
Sportium Apuestas Castilla La Mancha, S.L.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Santa María Magdalena, 10 -12	Madrid	Madrid
Sportium Apuestas Ceuta, S.L.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11	Ceuta	Ceuta
Sportium Apuestas Colombia, S.A.S.	Online Gaming & Betting	50.01%	50.01%	Winner Group, S.A.	Carrera 12 Nº 93 - 78 Oficina 501	Bogotá	Colombia
Sportium Apuestas Deportivas, S.A.	Online Gaming & Betting	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/Santa Mª Magdalena, 10-12	Madrid	Madrid
Sportium Apuestas Digital, S.A.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11	Ceuta	Ceuta
Sportium Apuestas Galicia, S.L.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Don Pedro, s/n	El Grove - Isla de la Toja	Ponteved
Sportium Apuestas Levante, S.A.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
Sportium Apuestas Melilla, S.L.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	Avda. Candido Lobera, 5 Atico 3	Melilla	Melilla
Sportium Apuestas Navarra, S.A.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	Arcadio Maria Larraona, 1-2ª planta	Pamplona	Navarra
Sportium Apuestas Oeste, S.A.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Nevero Doce, Parcela 21	Badajoz	Badajoz
Sportium Apuestas Panama, S.A.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	Calle 50 y 58, PH Torre Global, piso 40	Panama City	Panama
Sportium Dominicana, SRL	Online Gaming & Betting	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Avda. George Washington, 367 2º Piso Hotel Jaragua	Santo Domingo	Dominican Republic
Sportium Global Investments, SGI, S.A.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	Oficentro Ejecutivo La Sabana, Torre 6, Piso 3	San José	Costa Ric
Sportium Portugal, SA	Online Gaming & Betting	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Av. Infante Dom Henrique, 26	Lisbon	Portugal
Sportium Puerto Rico, LLC	Online Gaming & Betting	100.00%	100.00%	Cirsa International Business Corporation, S.L.	709 Calle Europa	San Juan	Puerto Ri
Sportium Servicios de Gestión, S.L.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Sena, 2	Sant Cugat del Valles	Barcelona
Sportium Zona Norte, S.A.	Online Gaming & Betting	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Las Balsas, 20 nave 49	Logroño	Logroño
Talluntxe, S.A.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	Pseo. Miramar, s/n	Salou	Tarragona
Talzen Inversions, S.L.	Casinos	100.00%	100.00%	Inversiones Zental, S.L.	Ctra. de Castellar, 298	Terrassa	Barcelona
Tecnijoc, S.L.	Slots Spain	75.50%	75.50%	Egartronic, S.A.	Gremio de Jaboneros, 3B Pol.I. Son Castello	Palma de Mallorca	Mallorca
Tecnoappel, S.L.	Slots Spain	75.50%	75.50%	Cirsa Slot Corporation, S.A.	Pol Ind Campollano, calle B1	Albacete	Albacete
Tecnologia y Sistemas, S.A.	Slots Spain	100.00%	100.00%	Eleval, Electronicos Valencia, S.A.	C/ Guadalquivir, 84	Horno de Alcedo	Valencia
Tefle, S.A.	Casinos	100.00%	100.00%	International Bingo Technology, S.A.	Tenor Fleta, 57	Zaragoza	Zaragoza
Telma Enea, S.L.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	Sevilla, 10-14	Jerez de la Frontera	Cádiz
Teo Servicios Compartidos Centro, S.L.	Slots Spain	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Pol. Industrial Els Bellots, C/ de l´Aire, 1	Terrassa	Barcelona
Teo Servicios Compartidos Levante, S.L.	Slots Spain	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Pol. Industrial Els Bellots, C/ de l´Aire, 1	Terrassa	Barcelona
Teo Servicios Compartidos Norte, S.L.	Slots Spain	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Pol. Industrial Els Bellots, C/ de l´Aire, 1	Terrassa	Barcelona
Teo Servicios Corporativos Slots, S.L.	Slots Spain	100.00%	100.00%	Giga Game System Operation,S.L.	C/ De L´aire, 1	Terrassa	Barcelona
Teo Servicios Compartidos Sur, S.L.	Slots Spain	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Pol. Industrial Els Bellots, C/ de l´Aire, 1	Terrassa	Barcelona
Thousand And One Nights, AB	Casinos	75.00%	75.00%	Cirsa International Business Corporation, S.L.	Engelbrektsgatan 9-11,	Stockholm	Sweden
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 Ric
Unidesa Operations Services, S.l.	Slots Spain	100.00%	100.00%	Universal de desarrollos Electronicos, S.A.	C/ Sena, 2	Sant Cugat del Valles	Barcelona
Uniplay, S.A.	Slots Spain	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid	Madrid
Universal de Desarrollos Electrónicos, S. A.	Slots Spain	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 298	Terrassa	Barcelona
Universal de Desarrollos Electrónicos, S. A. De C.V.	Slots Spain	100.00%	100.00%	International Mex Business, S.L.	Guillermo Gonzalez Camanera, 660 Piso 9 Of. 5	Mexico City	Mexico
Urban Leisure, S.L.	Slots Spain	75.00%	75.00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa	Barcelona
Verneda 90, S.A.	Casinos	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	Online Gaming & Betting	60.00%	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.	Casinos	100.00%	100.00%	Global Bingo Corporation, S.A.	San Fernando, 48	Santander	Cantabria

List of associates

Company	Activity	Ownership percentage 2025	Ownership percentage 2024	Investment holder	Business address	City	Province/Country
AOG, S.r.l.	Slots Italy	-	50.00%	Cirsa Retail, S.R.L.	Vía Langhena, 1	San Vendemiano	Italy
Audiovisual Fianzas, S.G.R.	Structure	5.68%	5.68%	Varios	c/ Luis Buñuel, 2 2ª	Madrid	Madrid
Binsavo, S. A.	Casinos	-	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.	Slots Spain	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	Panama City	Panama
Felix Jimenez Morante, S.A.	Slots Spain	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	Panama City	Panama
Montecarlo Andalucía, S.L.	Casinos	50.00%	50.00%	Global Bingo Corporation, S.A.	Av. Cruz del Campo, 49	Sevilla	Sevilla
Recreativos Oropesa, S.L.	Slots Spain	50.00%	50.00%	Felix Jimenez Morante, S.A.	Avda. de los Trabajadores, 12 P.I. La Atalaya	Torrijos	Toledo
Serdisga 2000, S. L.	Slots Spain	50.00%	50.00%	Universal de Desarrollos Electronicos, S.A.	Av. Finisterre, 283	A Coruña	A Coruña
Unión de Operadores Reunidos, S.A.	Slots Spain	50.00%	50.00%	Cirsa Slot Corporation, S.A.	C/ Severo Ochoa, 3	A Coruña	A Coruña

Independent Audit Report in accordance with
International Standards on Auditing

Cirsa Enterprises S.A. and subsidiaries
Special Purpose Consolidated Financial Statements
for the years ended
December 31, 2024, 2023 and 2022

Ernst & Young, S.L.
Torres Sarrià A
Avda. Sarrià, 102–106
08017 Barcelona
España

Tel: 933 663 700
Fax: 934 053 784
ey.com

INDEPENDENT AUDIT REPORT IN ACCORDANCE WITH INTERNATIONAL AUDITING STANDARDS ON SPECIAL PURPOSE CONSOLIDATED FINANCIAL STATEMENTS

(Translation of a report and special purpose consolidated financial statements originally issued in Spanish. In the event of discrepancy, the Spanish-language version prevails)

To the Board of Directors of Cirsa Enterprises, S.A., Sociedad Unipersonal:

Opinion

We have audited the special purpose consolidated financial statements of Cirsa Enterprises, S.A. (hereinafter, the entity or the Parent Company) and Subsidiaries (the Group or Cirsa Enterprises Group) (hereinafter, the consolidated financial statements), which comprise the consolidated balance sheet at December 31, 2024, 2023 and 2022, the consolidated income statement, the consolidated statement of changes in equity and the consolidated cash flow statements for the years then ended, and explanatory notes to the consolidated financial statements which include a summary of significant accounting policies. The special purpose consolidated financial statements have been prepared by the Board of Directors of Cirsa Enterprises, S.A. on the basis of the financial reporting criteria described in Note 2.1, since these were the criteria that the Board of Directors considers most adequate to achieve the purpose for which they were prepared.

In our opinion, the financial statements give a true and fair view, in all material respects, of the financial position of the Group at December 31, 2024, 2023 and 2022, and of its financial performance and its cash flows, for the years 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 consolidated 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.

Domicilio Social: Calle de Raimundo Fernández Villaverde, 65. 28003 Madrid - Inscrita en el Registro Mercantil de Madrid, tomo 9.364 general, 8.130 de la sección 3ª del Libro de Sociedades, folio 68, hoja nº 87.690-1, inscripción 1ª. C.I.F. B-78970506.

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Other matters

The consolidated financial statements have been audited applying International Standards on Auditing and therefore this report can under no circumstances be considered an audit report in the terms established by the prevailing audit regulations in Spain.

Responsibilities of the Board of Directors for the consolidated financial statements

The Board of Directors is responsible for the preparation of the consolidated financial statements so that they give a true and fair view in accordance with the International Financial Reporting Standards, as adopted by the European Union (IFRS-EU), and for such internal control as the Board of Directors determines 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 Board of Directors is responsible for assessing the ability of the Group to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Directors either intends to liquidate the Group or cease operations, or has no realistic alternative but to do so.

Auditor's responsibilities for the audit of the 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.

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- 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 Entity's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Board of Directors.

- Conclude on the appropriateness of the Board of 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.

We communicate with the Parent Company's Board of 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 28, 2025

Cirsa Enterprises, S.A. and subsidiaries

Special Purpose Consolidated Financial Statements for the years ended December 31, 2024, 2023 and 2022 prepared in accordance with International Financial Reporting Standards as adopted by the European Union

(Translation of special purpose consolidated financial statements originally issued in Spanish. In the event of discrepancy, the Spanish-language version prevails)

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Appendix - Detail of investees at December 31, 2024, 2023 and 2022

Cirsa Enterprises, S.A. and subsidiaries

Consolidated statement of financial position

ASSETS

(Thousands of euros)	Notes	12.31.2024	12.31.2023	12.31.2022
Non-current assets		**3,265,232**	**3,127,767**	**2,963,005**
Goodwill	5	1,543,559	1,395,771	1,344,192
Other intangible assets	6	993,697	1,008,559	955,227
Property, plant and equipment	7	303,521	286,770	261,320
Right-of-use assets	19	239,894	240,335	231,489
Investments accounted for using the equity method	8	30,667	27,670	31,847
Financial assets	9	49,388	53,751	49,292
Deferred tax assets	18.4	104,506	114,911	89,638
Current assets		**476,398**	**438,709**	**378,098**
Inventories	11	14,625	16,651	21,608
Trade and other receivables	9.1 & 9.3	156,308	137,253	107,243
Other financial assets	9	28,358	19,117	23,497
Other current assets	9.4	21,013	14,536	12,371
Cash and cash equivalents	12	256,094	251,152	213,379
Total assets		**3,741,630**	**3,566,476**	**3,341,103**

Cirsa Enterprises, S.A. and subsidiaries

Consolidated statement of financial position

EQUITY AND LIABILITIES

(Thousands of euros)	Notes	12.31.2024	12.31.2023	12.31.2022
Equity		**202,745**	**426,996**	**294,917**
Issued capital	13.1	70,663	70,663	70,663
Share premium	13.1 & 21	377,092	608,008	626,583
Retained earnings	13.2	(387,386)	(467,415)	(523,725)
Currency translation differences	13.4	2,706	31,346	(50,982)
Profit/(loss) for the year attributable to the Parent		12,634	80,029	56,569
Non-controlling interests	13.3	127,036	104,365	115,809
Non-current liabilities		**2,901,137**	**2,660,989**	**2,422,601**
Corporate notes	14	2,318,670	2,095,771	1,891,418
Bank borrowings	15	26,495	36,582	28,213
Other non-trade payables	16	99,114	61,317	40,288
Provisions	17	21,297	17,225	23,628
Finance lease liabilities	19	212,530	219,650	216,211
Deferred tax liabilities	18.4	223,031	230,444	222,843
Current liabilities		**637,749**	**478,490**	**623,585**
Corporate notes	14	37,384	31,021	175,018
Bank borrowings	15	24,650	23,938	96,396
Trade payables		56,767	50,684	49,613
Other non-trade payables	16	407,699	277,722	221,427
Finance lease liabilities	19	62,829	54,993	51,852
Current income tax payable	18.2	48,420	40,132	29,279
Total equity and liabilities		**3,741,630**	**3,566,476**	**3,341,103**

Cirsa Enterprises, S.A. and subsidiaries

Consolidated statement of comprehensive income

(Thousands of euros)	Notes	2024	2023	2022
CONTINUING OPERATIONS				
Revenue		2,800,247	2,622,367	2,248,769
Bingo prizes		(236,363)	(225,708)	(209,860)
Total operating revenue		**2,563,884**	**2,396,659**	**2,038,909**
Variable leases and other		(413,707)	(405,678)	(337,798)
Total revenue net of variable leases	3 & 20.1	**2,150,177**	**1,990,981**	**1,701,111**
Cost of sales	20.2	(56,241)	(57,722)	(43,823)
Employee benefits expense	20.3	(338,368)	(317,642)	(278,797)
Gaming taxes and other similar taxes		(617,938)	(599,229)	(504,578)
Utilities and external services	20.4	(438,294)	(386,255)	(321,436)
Total operating expenses		**(1,450,841)**	**(1,360,848)**	**(1,148,634)**
EBITDA		**699,336**	**630,133**	**552,477**
Charge to depreciation and amortization and impairment of assets	6, 7, 10 & 19	(360,218)	(315,916)	(297,791)
Change in operating provisions	9 & 11	(5,692)	(2,611)	(4,823)
EBIT		**333,426**	**311,606**	**249,863**
Finance income	20.5	12,015	6,463	1,629
Finance costs	20.5	(210,400)	(161,253)	(127,072)
Finance lease expenses	20.5	(16,728)	(14,973)	(14,223)
Change in financial provisions	20.5	(13)	(5,060)	(324)
Exchange gains / (losses), net	20.6	(9,705)	1,639	2,241
Finance cost		**(224,831)**	**(173,184)**	**(137,749)**
Gains/(losses) on investments in associates	8	7,146	4,949	2,119
Gains/(losses) on disposal/derecognition of non-current assets		(4,781)	(4,299)	(5,025)
Profit/(loss) before tax (EBT)		**110,960**	**139,072**	**109,208**
Income tax	18	(66,630)	(27,077)	(29,613)
Net profit/(loss) for the year		**44,330**	**111,995**	**79,595**
Profit/(loss) for the year attributable to non-controlling interests	13.3	31,696	31,966	23,026
Profit/(loss) for the year attributable to the Parent		**12,634**	**80,029**	**56,569**

Cirsa Enterprises, S.A. and subsidiaries

Consolidated statement of comprehensive income

(Thousands of euros)	Notes	2024	2023	2022
Consolidated profit/(loss) for the year		**44,330**	**111,995**	**79,595**
Currency translation differences		(23,689)	76,435	50,039
Tax effect		—	—	—
Total other comprehensive income that will be reclassified to profit or loss in subsequent years		**(23,689)**	**76,435**	**50,039**
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		**20,641**	**188,430**	**129,634**
Comprehensive income attributable to:				
Parent Company		(16,006)	162,356	104,751
Non-controlling interests		36,647	26,074	24,883
Total other comprehensive income for the year, net of tax		**20,641**	**188,430**	**129,634**

Cirsa Enterprises, S.A. and subsidiaries

Consolidated statement of changes in equity

(Thousands of euros)	Issued capital (Note 13.1)	Share premium (Notes 13.1 and 21)	Profit/(loss) for the year and Retained earnings (Note 13.2)	Currency translation differences (Note 13.4)	Non-contro interest (Note 13.
At January 1, 2022	**70,663**	**626,583**	**(519,494)**	**(99,164)**	**9**
Net profit/(loss) for the year 2022	—	—	56,569	—	2
Other comprehensive income	—	—	—	48,182	
Total 2022 comprehensive income	**—**	**—**	**56,569**	**48,182**	**2**
Other movements:					
Dividends paid	—	—	—	—	(24
Other movements	—	—	(4,231)	—	1
At December 31, 2022	**70,663**	**626,583**	**(467,156)**	**(50,982)**	**11**
Net profit/(loss) for the year 2023	—	—	80,029	—	3
Other comprehensive income	—	—	—	82,328	(5
Total 2023 comprehensive income	**—**	**—**	**80,029**	**82,328**	**2**
Other movements:					
Dividends paid	—	—	—	—	(41
Other movements	—	(18,575)	(259)	—	
At December 31, 2023	**70,663**	**608,008**	**(387,386)**	**31,346**	**10**
Net profit/(loss) for the year 2024	—	—	12,634	—	3
Other comprehensive income	—	—	—	(28,640)	
Total 2024 comprehensive income	**—**	**—**	**12,634**	**(28,640)**	**3**
Other movements:					
Dividends paid	—	—	—	—	(19
Other movements	—	(230,916)	—	—	
At December 31, 2024	**70,663**	**377,092**	**(374,752)**	**2,706**	**12**

Cirsa Enterprises, S.A. and subsidiaries

Consolidated cash flow statement

(Thousands of euros)	Notes	12.31.2024	12.31.2023	12.31.2022
Cash flows from operating activities				
Profit/(loss) for the year before tax		110,959	139,072	109,208
Adjustments to profit/(loss) due to:				
Change in operating provisions	9 & 17	5,691	2,611	4,823
Depreciation and amortization and impairment losses on non-current assets	6, 7, 10 & 19	360,218	315,916	297,791
Gains/(loss) on disposals/derecognition of non-current assets		4,781	4,298	5,021
Finance income (costs)	20.5	207,981	169,874	137,875
Exchange gains / (losses), net	20.6	9,705	(1,639)	(2,241)
Other		(1,400)	2,299	(1,198)
Change in:				
Inventories		1,437	5,727	(1,404)
Trade and other receivables		(12,414)	(10,068)	(9,570)
Suppliers and other accounts payable		4,035	4,554	7,783
Other operating assets and liabilities, net		(4,721)	2,542	946
Income tax paid		(78,909)	(90,754)	(35,339)
Net cash from operating activities		**607,363**	**544,432**	**513,695**
Cash flows from/(used in) investing activities				
Acquisition of property, plant, and equipment	7	(109,191)	(64,234)	(72,997)
Acquisition of intangible assets	6	(82,292)	(102,518)	(71,479)
Proceeds from other financial assets		4,284	7,184	—
Payments on business combinations and acquisition of investees	4	(94,977)	(59,124)	(65,732)
Payments on financial investments		(11,109)	(8,306)	(10,699)
Interest received and income from financial investments		7,221	2,819	1,628
Net cash used in investing activities		**(286,064)**	**(224,179)**	**(219,279)**
Cash flows from/(used in) financing activities				
Inflows / outflows of cash in bank accounts		(11,889)	(61,269)	(160,564)
Note issues	14	652,500	693,500	416,946
Redemption of notes	14	(433,775)	(650,000)	(403,000)
Lease liability principal payments	19	(79,971)	(68,124)	(63,807)
Interest paid		(188,421)	(142,929)	(122,475)
Deferred gaming taxes		—	(2,121)	(4,967)
Dividends paid and other payments	13.1	(253,411)	(52,709)	(23,754)
Net cash from/(used in) financing activities		**(314,967)**	**(283,652)**	**(361,621)**
Net increase/(decrease) in cash and cash equivalents		**6,332**	**36,601**	**(67,205)**
Net effect of exchange gains/(losses) on cash		**(1,390)**	**1,172**	**383**
Cash and cash equivalents at January 1	12	**251,152**	**213,379**	**280,201**
Cash and cash equivalents	**12**	**256,094**	**251,152**	**213,379**

Cirsa Enterprises, S.A. and subsidiaries

Notes to the special-purpose consolidated financial statements

1. GROUP INFORMATION

1.1 Group activity

Cirsa Enterprises, S.A. (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, casinos and bingo halls, 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 in Spain. On November 8, 2023, its conversion into a public limited company (PLC) was ratified in public deed.

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, all Cirsa Group companies will be accounted for in the consolidated financial statements that will be prepared under International Financial Reporting Standards by its ultimate parent company in Luxembourg, LHMC Topco, S.a.r.l. These consolidated financial statements will be translated and filed with the Mercantile Registry in due time and form. Consequently, Cirsa Enterprises, S.A. 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 special purpose 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

At December 31, 2024 the Group shows negative working capital amounting to 161,351 thousand euros (39,781 thousand euros negative at December 31, 2023), mainly due to the deferred payment for the acquisition of the subgroup of companies that jointly operate Apuesta Total, an online sports betting and casino business in Peru (Notes 1.4 and 16).

However, the Group has a revolving credit facility (RCF) with a limit of 275 million euros, fully available at December 31, 2024 that can be renewed at the Group's request for periods of up to 6 months until maturity (December 2029). Drawdowns of this facility are subject to the fulfillment of some leverage, which is widely met at the date these special purpose consolidated financial statements are authorized for issue.

During the year ended December 31, 2024, the Group has generated robust operating cash flows, has kept an appropriate level of liquidity throughout the year and shows a record of conservative financial policies, including prudent management of financial debt maturities.

This situation, together with the most recent estimates and a robust cash position (256,094 thousand euros at December 31, 2024), has allowed the Board of Directors of the Group's Parent Company to prepare these special purpose consolidated financial statements under the going concern principle. Therefore, the Group will be able to meet its financial obligations, particularly during the 12 months following the issuance of these consolidated financial statements.

1.3 Group structure

The Parent Company, which is domiciled in Spain, is a subsidiary of its Sole Owner 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 investees at December 31, 2024, December 31, 2023, December 31, 2022 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: Associates are companies over which significant influence is exercised, 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.

(NOTE: 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 in 2024

The changes in the scope of consolidation for the year ended December 31, 2024 are summarized as follows:

- Acquisition of companies

(Thousands of euros)	% voting rights	Consolidation method	Total Assets in the consolidated statement of financial position at December 31, 2024	Operating revenue in the consolidated statement of comprehensive income at December 31, 2024
Alma De Panamá Oeste, S.A.	50%	Full	8,930	3,343
SFP Online, S.A.	78%	Full	8,269	0
Blanfe, S.L.	76%	Full	157	226
Apuesta Total (*)	100%	Full	69,228	76,019
Flyz Salon, S.L.	51%	Full	598	150
Salon Casino Royal España, S.L.	100%	Full	454	165
Leiden & Berbera Corporation, S.L.	100%	Full	3,063	2,884
Alcobendas Game, S.L.	100%	Full	2,276	2,801
Piela Recreativos, S.L.	76%	Full	279	255
Impera, S.R.L.	51%	Full	2,078	810

(*) A subgroup of companies was acquired on July 11, 2024 that jointly operate Apuesta Total, a sports betting and online casino business in Peru.

The column "Total assets in the consolidated statement of financial position" shows the contribution made by each company or group of companies to said statement of financial position. Note 4 discloses the main assets contributed to each company acquired.

For the purpose of these special purpose consolidated financial statements, the acquisitions shown in the table above have all given rise to a business combination. The purpose of these business combinations was to continue strengthening the Group's strategy so that it becomes one of the leading players in the gaming industry in the countries in which it operates and continues growing in the online gaming industry.

The information on the business combinations carried out during the year is shown in Note 4.

- Winding-up of companies

(Thousands of euros)	% voting rights	Consolidation method
SCB Malecón Dominicana, C.A.	100%	Full

- Sales of companies

(Thousands of euros)	% voting rights	Consolidation method
Sport Tech Perú, SAC	100%	Full

The impact of the sale on results, equity and non-controlling interests is not material.

- Changes in ownership percentage without loss of control

The changes in the ownership percentage, without loss of control, during 2024 are as follows:

	Consolidation method		Percentage	
	2024	2023	At December 31, 2024	At December 31, 2023
Amical Trading, S.L.	Full	Full	100%	77%
Micri Comunication, S.R.L.	Full	Full	70%	80%
Cirsa Morocco, S.L.	Full	Full	76%	100%
Global Management Tangier, S.R.L.	Full	Full	76%	100%

The changes in the ownership percentage of these companies do not have a material impact on results, equity or non-controlling interests.

- Other changes in equity

During 2024 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 Barra Ancon, S.A.	Ancon Entertainment, INC.
La Barra Panamá, S.A.	Gaming & Services de Panamá, S.A.
Locales AT	Free Games, S.A.C
Santbar, S.L.	Global Game Machine Corporation, S.A.
Promociones Sol Ibiza, S.A.	Oper Ibiza, S.L.
Diamonds Games, S.L.	Tecnijoc, S.L.U
Star Games Balear, S.L	Tecnijoc, S.L.U
Juegos Del Oeste, S.L.U.	Comercial de Recreativos Salamanca, S.A.U.
Apuestas Electronicas, S.L.U.	Comercial de Recreativos Salamanca, S.A.U.
Global Bingo Stars	Global Bingo Corporation, S.A.
Global Bingo Madrid	Global Bingo Corporation, S.A.
Bingos De Madrid Reunidos	Global Bingo Corporation, S.A.
Palabingo, S.R.L.	Cirsa Retail, S.R.L.

- Incorporation of companies

(Thousands of euros)	% voting rights	Consolidation method	Segment
Teo Servicios Compartidos Norte, S.L.	100%	Full	Slots Spain
Teo Servicios Compartidos Centro, S.L.	100%	Full	Slots Spain
Teo Servicios Compartidos Levante, S.L.	100%	Full	Slots Spain
Teo Servicios Compartidos Sur, S.L.	100%	Full	Slots Spain
Just Retail, S.R.L.	100%	Full	Slots Italy

1.5 Changes in the scope of consolidation in 2023

The changes in the scope of consolidation for the year ended December 31, 2023 are summarized as follows:

- Acquisition of companies

(Thousands of euros)	% voting rights	Consolidation method	Total Assets in the consolidated statement of financial position at December 31, 2023	Operating revenue in the 2023 consolidated statement of comprehensive income
Modena Giochi Giuliani, Srl	100%	Full	14,741	85,485
Perselli Videogiochi, Srl	100%	Full	9,922	4,135
Operadora De Juegos Y Sorteos Paseo Central, S.A. De C.V	60%	Full	6,160	6
Micri Communication, S.R.L	80%	Full	4,903	5,476
New Retail, Srl	100%	Full	1,387	399
Automaticos Galvez, S.L	76%	Full	—	—
Mepe, S.L.	100%	Full	2,742	2,982
Recreativos Perseo, S.L.	100%	Full	319	400
Bingo Vic, S.A.	100%	Full	917	1,538
Isi Bet Pro, Srl	55%	Full	2,252	6,321
Servinet, S.L.	100%	Full	855	798
Diamonds Games, S.L.	76%	Full	78	324
Star Games Balear, S.L	76%	Full	284	369
Blanes Slots, S.L.	100%	Full	1,077	621
Jamaica 2001, S.L	100%	Full	1,704	1,077
Recreativos Valle De Aran, S.L.	100%	Full	887	737
Art Joc, S.L.	100%	Full	2,241	1,473
Font Mar, S.L.	100%	Full	396	714
Corporacion Turística David, S.A.	60%	Full	1,357	—
Egaming Solutions, S.R.L	100%	Full	1,459	3,798

The column “Total assets in the consolidated statement of financial position” shows the contribution made by each company individually to said statement of financial position.

For the purpose of the consolidated financial statements for the year ended December 31, 2023, the acquisitions shown in the table above gave rise to a business combination.

The information on the business combinations carried out during 2023 is shown in Note 4.

- Winding-up of companies

(Thousands of euros)	**% voting rights**	**Consolidation method**
Red De Interconexion De Andalucía, S.L.	100%	Full
Lightmoon International 21, S.L.	100%	Full
Sant Cugat Desarrollo De Tecnologias, S.L.U.	100%	Full

- Changes in the ownership percentage

The changes in the ownership percentage during 2023 are as follows:

	Consolidation method		Percentage	
	2023	2022	At December 31, 2023	At December 31, 2022
Sportium Puerto Rico Llc	Full	Full	100%	55%

- The changes in the ownership percentage of these companies do not have a material impact on results, equity or non-controlling interests. Other changes in equity

During 2023 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
Automaticos Galvez, S.L	Apple Games 2000
Illa Valles Hosteleria, S.L.	Barnacenter, S.A.
Grael, S.L.	Barnacenter, S.A.
Badamatic, S.A.	Radiamon, S.L.
Automaticos Felcarras, S.L.	Felix Jimenez Morante, S.A.
Candan, S.A.	Miky, Sl
Social Games Online, S,L,	Space Go Game Studio, S.L.
Cotecnic 2000, S.L.	Uniplay, S.L.
Garrido Player, S.L.	Uniplay, S.

1.6 Changes in the scope of consolidation in 2022

The changes in the scope of consolidation for the purpose of the consolidated financial statements for the year ended December 31, 2022 are summarized as follows:

- Acquisition of companies

(Thousands of euros)	% voting rights	Consolidation method	Total Assets in the consolidated statement of financial position at December 31, 2022	Operating revenue 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 column “Total assets in the consolidated statement of financial position” shows the contribution made by each company or group of companies individually to said statement of financial position.

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.

- 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%

The changes in the ownership percentage of these companies do not have a material impact on results, equity or non-controlling interests.

- 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.

2. BASIS OF PRESENTATION AND ACCOUNTING STANDARDS

2.1 Basis of presentation

The Group prepares these special purpose 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. As indicated in Note 1.1, the Cirsa Group is exempt from preparing statutory consolidated financial statements as it is accounted for in the consolidated financial statements of the Cirsa Group in Luxembourg, which have not yet been issued by LHMC Topco, S.a.r.l.

The special purpose consolidated financial statements are presented in thousands of euros unless otherwise indicated and are therefore susceptible to being rounded off.

The information presented in these special purpose consolidated financial statements has been obtained from the voluntary consolidated financial statements that the Cirsa Group prepared for the years 2022 and 2023, since the Group had been preparing them since its creation on July 3, 2018, except for the correction of errors explained in Note 2.2, which has been included in these special purpose financial statements retrospectively since January 1, 2022. Consequently, the financial statements for the years 2022 and 2023 have been restated for the purpose of the preparation of these special purpose consolidated financial statements.

These special purpose consolidated financial statements of the Cirsa Group give a true and fair view of the equity and financial position of the Cirsa Group at December 31, 2024, 2023 and 2022, and of its financial performance, changes in equity and consolidated cash flows for the years then ended.

The Directors of the Parent Company have approved these special purpose consolidated 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 special purpose consolidated financial statements.

The accounting policies used in the preparation of these special purpose 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.

In the consolidated income statement, EBITDA, EBIT and EBT are defined as:

- EBITDA: profit/(loss) before tax, finance income/(cost), profit/(loss) from investments in associates, profit/(loss) from disposal/derecognition of non-current assets, changes in operating provisions and amortization and depreciation expenses and impairment losses.
- EBIT: profit/(loss) before tax, finance income/(cost), profit/(loss) from investments in associates and profit/(loss) from disposal/derecognition of non-current assets, calculated as EBITDA less changes in operating provisions and amortization and depreciation expenses and impairment losses.
- EBT: calculated as EBIT less finance income/(cost), profit/(loss) from investments in associates and profit/(loss) from disposal/derecognition of non-current assets.

2.2 Comparison of information

The special purpose consolidated financial statements, which have been prepared in accordance with the basis of presentation described in Note 2.1, comprise the consolidated statement of financial position at December 31, 2022, 2023 and 2024, and the consolidated statement of comprehensive income, the consolidated statement of changes in equity, the consolidated cash flow statement and the notes thereto for the years ended December 31, 2024, 2023 and 2022, respectively.

As stated in Note 1.4, during the years 2022, 2023 and 2024 there have been some changes in the scope of consolidation that affect comparative information.

The company has retrospectively corrected in these special purpose consolidated financial statements the value of goodwill arisen from the acquisition of Cirsa Gaming Corporation, S.A. in 2018 (Note 1.1), as well as the exchange gains/(losses) from goodwill arisen from business combinations denominated in foreign currency, in the corresponding equity and non-current assets headings. As a result, at **December 31, 2023** goodwill has increased by 104,021 thousand euros, reserves by 89,969 thousand euros and exchange gains/(losses) by 14,052 thousand euros; at **December 31, 2022** goodwill has increased by 70,735 thousand euros, reserves by 89,969 thousand euros and exchange gains/(losses) have decreased by 19,234 thousand euros, while at **December 31, 2021** goodwill has increased by 53,238 thousand euros, reserves by 89,969 thousand euros and exchange gains/(losses) have decreased by 36,731 thousand euros in comparison with the figures previously presented in the consolidated financial statements voluntarily prepared by the Company, as indicated in Note 2.1, which are published on the Group's website. All the accompanying notes to the special purpose consolidated financial statements corresponding to comparative information on these headings have been adjusted in accordance with this modification.

2.3 Estimates and judgments

The preparation of the special purpose 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). The fair value of contingent liabilities is estimated using Level 3 inputs, in accordance with IFRS 3.

- Impairment of assets

Non-financial assets whose carrying amount may be unrecoverable are tested for impairment at least annually. 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 the year 2024 the Group has recorded impairment losses amounting to 9,000 thousand euros on goodwill. During the year 2024, the Group has recognized impairment of intangible assets for an amount of 908 thousand euros (5,105 thousand euros at December 31, 2023 and zero thousand euros in 2022) (Note 6.1) and impairment of property, plant and equipment for an amount of 963 thousand euros (1,112 thousand euros at December 31, 2023 and 471 thousand euros at December 31, 2022) (Note 7.1).

- 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, 2024 the Group has recorded deferred tax assets amounting to 104,506 thousand euros (114,911 thousand euros at December 31, 2023 and 89,638 thousand euros at December 31, 2022), as indicated in Note 18.4.

2.4 Standards and interpretations approved by the European Union applied for the first time in the current year

The accounting policies used to prepare the accompanying special purpose consolidated financial statements are the same as those used to prepare the consolidated financial statements for the years ended December 31, 2023 and 2022, as none of the standards, interpretations or amendments to the standards that are applicable for the first time this year has had any significant impact on the Group's accounting policies.

2.5 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	Date of adoption by the EU	Date of application in the EU	Date of application (IASB)
Lack of Exchangeability (Amendments to IAS 21)	November 13, 2024	January 1, 2025	January 1, 2025
Classification and measurement of financial instruments (Amendments to IFRS 9 and IFRS 7)	Pending	Pending	January 1, 2026
IFRS 18 Presentation and disclosure in financial statements.	Pending	Pending	January 1, 2027

The Group is currently analyzing these new standards, amendments and interpretations, which have not yet come into effect. Consequently, the Group does not have sufficient information to quantify the expected impact that these standards may have, if any. In connection with the amendments to IAS 21, which became effective from January 1, 2025, it should be noted that all the currencies in which the Group currently carries out its activities are exchangeable into euros, which is the Group's presentation currency.

2.6 Consolidation methodology

The special purpose consolidated financial statements include the financial statements of the Parent Company and its subsidiaries at December 31, 2024. Control is gained when the Group has rights to variable returns from its investment in the investee and has the ability to influence these returns through its power over the investee. Specifically, the Group has control over an investee if, and only if, it:

- has power over the investee (rights that give it the capacity to direct the investee's relevant activities)
- has exposure to, or rights to, the variable returns arising from its involvement with the investee
- can influence said returns by exercising its power over the investee

In the event that the Group does not have most voting rights, or similar rights, in the investee, it considers all relevant events and circumstances to assess whether it has control over the investee, including the following:

- Contractual agreements with the other shareholders with voting rights in the investee
- Rights arising out of other contractual agreements
- The Group’s voting rights and potential voting rights
- Control over the relevant activities of the investee

The Group reassesses whether it has control over an investee 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 special purpose 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 in the process for preparing the consolidated special purpose financial statements are as follows:

- Full consolidation method for subsidiaries
- Equity method for associates and jointly controlled companies

Harmonization

The financial statements at December 31, 2024 of all the companies included in the scope of consolidation have been used in the consolidation process of the special purpose consolidated financial statements for the year ended December 31, 2024.

The accounting principles applied by the companies comply with Group policies and, accordingly, no harmonization adjustments were necessary.

Control

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 purpose of preparing these special purpose consolidated financial statements.

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 year end, capital and reserves are translated at the historical exchange rate, and income and expenses at the average exchange rate of the year. The gains or losses arisen in this process have been directly recorded under “Currency translation differences” in equity.

2.7 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.

At acquisition date the Group recognizes any assets acquired and liabilities assumed at fair value. The liabilities assumed include contingent liabilities to the extent that they represent present obligations that arise as a result of past events and their fair value can be reliably measured.

If the business combination is achieved in stages, the carrying amount on the acquisition date of the acquirer's previously held equity interest in the acquiree is re-measured at fair value at the acquisition date. Any gain or loss arising on this subsequent measurement is recognized in profit or loss for the year.

The excess between the consideration paid and the net amount of the assets acquired and the liabilities assumed, less the value assigned to non-controlling interest, is recorded as goodwill. Any shortfall after assessing the amount of the consideration given, the value assigned to non-controlling interests and the identification and measurement of the net assets acquired is recognized in profit or loss.

In all relevant business combinations the purchase price allocation (PPA) is recorded based on the valuation of an independent third party. (Note 4).

2.8 Intangible assets

Intangible assets are initially measured at acquisition cost less accumulated amortization and any impairment loss.

Goodwill

Goodwill is not amortized as it is considered to have an indefinite useful life. 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. Instead, it is tested for impairment at least annually as well as intangible assets with indefinite useful lives.

Other intangible assets

The Group considers as other intangible assets development and industrial property costs, service concession arrangements, installation rights, brands, customer portfolio, installation rights from business combinations, transfer rights and software.

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 are amortized using a declining method (50% the first year) over the period for which they expect to obtain profits or revenue from such project, which generally comprises three years.

Service concession arrangements are amortized on a straight-line basis, according to the concession term, as well as transfer rights of leased premise.

Installation rights from the exclusive rights to operate halls are the amounts paid to the owners of the sites where the slot machines are located on an exclusivity basis are capitalized as installation rights. Intangible assets are amortized on a straight-line basis over the corresponding contract terms (between 3 and 5 years in general).

The intangible assets from business combinations have mainly arisen as a result of the acquisitions of the Cirsa Group by The Blackstone Group (2018), the acquisition of the Sportium subgroup and Giga (2019), the acquisition of the E-Play 24 subgroup and Ganabet (2022), the acquisition of Micri Srl (2023) and the acquisition of Apuesta Total and CasinoPortugal (2024), and comprise the following concepts:

- Installations rights due to business combinations that correspond to the rights from exclusive agreements signed by the operator with the bar owner (in case of slot machine activities) as well as license rights / authorizations for gaming activities already existing at the time of the business combination (in case of casino activities).
- Brand of the acquired company. Valuation of the brand.
- Customer portfolio corresponding to the customer base. The customer portfolios acquired are capitalized when it is expected that they will generate future revenue.

These assets are amortized on a straight-line basis over their useful lives (ranging between 2.3 years and 20 years) based on the average maturity of exclusive agreements of Spanish Operators and the duration of the administrative concession for the rest of installation rights, in accordance with the following breakdown:

	Method	Rate
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%
Casinos Mexico	Straight-line	8%
Casinos Colombia	Straight-line	13%
Operators Spain	Straight-line	10-29%
Operators Italy	Straight-line	29%
Online customer portfolio Spain	Straight-line	11%
Ganabet brand	Straight-line	20%
E-Play 24 brand	Straight-line	5%
E-Play 24 customer portfolio	Straight-line	13%
Micri brand	Straight-line	10%
Micri customer portfolio	Straight-line	42%
Apuesta Total brand	Straight-line	20%
Apuesta Total customer portfolio	Straight-line	25%
Casino Portugal brand	Straight-line	42%
Casino Portugal customer portfolio	Straight-line	10%

These criteria arose as a result of the several Purchase Price Allocations (PPAs) carried out by the external advisors. The measurement methods used by these external advisors were the MEEM (Multi-period Excess Earnings Method) for installation rights and customer portfolios and royalties for brands.

The Group considers that the Sportium brand, which belongs to the CGU Online gaming and betting Spain, has an indefinite useful life since given its positioning and great prestige the Group estimates that there is no foreseeable limit to the period over which it is expected to generate net cash inflows (Paragraphs 88 to 96 of IAS 38) and the brand is tested for impairment on an annual basis in accordance with IAS 36 and whenever there is an indication that it may be impaired. The value recognized at December 31, 2024 amounts to 36,024 thousand euros.

At December 31, 2024 the only intangible assets with indefinite useful lives are goodwill and the Sportium brand, which are tested for impairment at least annually. 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.

Software is measured at acquisition cost and amortized on a straight-line basis over three years. Software maintenance expenses are charged to the consolidated statement of comprehensive income for the year in which they are incurred.

2.9 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 balance method of depreciation (based on the sum-of-the-years' digits) is used alternatively for some assets, basically slot machines, since it better follows the actual pattern of revenue related to these assets.

	Heading	Method	Rate
Commercial buildings (new/used) and plant	Land and buildings	Straight-line	2 / 4%
Production facilities (new/used)	Technical installations	Straight-line	8 / 16%
Other facilities	Other installations, tools, furniture, and other PP&E items	Straight-line	8 / 12%
Production machinery	Machinery	Straight-line	10 %
Other production equipment	Machinery	Straight-line	20 %
New slot machines	Machinery	Declining(*)/Straigh t line (*)	20 %
Used slot machines	Machinery	Straight-line	40 %
Furniture (new/used)	Other installations, tools, furniture, and other PP&E items	Straight-line	10 / 20%
Vehicles (new/used)	Transport equipment	Declining(**)/Straig ht line	10 / 32%
Tools and furniture (new/used)	Other installations, tools, furniture, and other PP&E items	Straight-line	30 / 60%
Data processing equipment (new/used)	Data processing equipment	Declining(***)	25%
Molds and dices	Other installations, tools, furniture, and other PP&E items	Straight-line	25 %
Other PP&E items	Other installations, tools, furniture, and other PP&E items	Straight-line	16 %

(*) The declining method is used for slot machines in bars in Spain and corresponds to the sum-of-the-years' digits method over 5 years. The rest of machines are depreciated on a straight-line basis over 5 years.
(**) The declining method is used for transportation equipment used and corresponds to the sum-of-the-years' digits method over 5 years.
(***) The declining method for data processing equipment corresponds to the sum-of-the-years' digits method over 4 years.

2.10 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 profit/(loss) from the investee attributed to the Group from the acquisition date.

Part of the profit/(loss) for the year from the investee is recorded in the Group's consolidated statement of comprehensive income. Dividends received reduce the amount of the investment.

Changes in the investee's equity, as a result of changes that have had no effect on profit/(loss), are directly recorded as changes in the Group's equity.

2.11 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 deducted 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 (Note 14).
- 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 (Note 10).

The fair values of current and non-current financial assets and liabilities do not differ significantly from their respective carrying amounts.

Call and put options generated by the business combinations are considered financial instruments at fair value and measured using Level 3 measurement techniques in accordance with the hierarchy established by the International Financial Reporting Standards (IFRS). These instruments depend directly on the EBITDA of the acquiree, since its value is subject to the operational and financial performance of the company based on this key indicator.

2.12 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.

2.13 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.

2.14 Cancelation 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 an existing financial liability is replaced by 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.

2.15 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.

2.16 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. This heading also includes the necessary money for the development of gaming activities.

In terms of the consolidated statement of cash flows, cash and cash equivalents include the abovementioned concepts, net of bank overdrafts, if applicable.

2.17 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 of an asset is the higher of the asset's fair value less cost to sell and value in use. Impairment is calculated for each separate asset, except where cash inflows from the asset are not generated independently from other assets. Should that be the case, the impairment test is performed at the cash-generating unit level. A cash-generating unit is the smallest identifiable group of assets that generates independent cash inflows. When the carrying amount of a cash-generating unit exceeds its recoverable amount, the cash-generating unit is considered impaired and its carrying amount is reduced to the recoverable amount. To assess value in use, future cash inflows are discounted at present value using a pre-tax discount rate that reflects the evolution of the time value of money in the current market and the risks specific to the cash-generating unit.

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. Except for impairment losses on goodwill, which shall never be reversed, 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.

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 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 adjustment is made based on identified bad debts risk.

2.18 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.

2.19 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.

2.20 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 a currency other than the functional currency of each company are translated at the exchange rate prevailing at year end. Unrealized exchange gains or losses are recognized in the consolidated statement of comprehensive income, except for exchange gains or losses arising from intragroup monetary items, which are considered to be part of the net investment in the foreign subsidiary and recorded in Exchange gains (losses) in equity, with no impact on consolidated profit or loss.

2.21 Leases

The Group enters into a high number of lease arrangements it manages very actively. Recognized leases in which the Group acts as a lessee mainly correspond to premises where the several operating activities of the Group are located (casinos, halls...) and to offices and commercial vehicles.

There is a wide range of lease terms agreed upon in the lease arrangements. The non-cancelable periods agreed upon in the lease arrangements is less than 7 years on average. As from these non-cancellable periods, the Group may terminate the arrangement just giving, in general, 12 months' notice. The Group defines the lease term as the non-cancelable period of the lease together with the options to extend the lease if the lessee is reasonably certain to exercise that option. The factors considered when estimating the probability that an option to extend the lease will be exercised are the price of the premises compared to other prices in the area where it is located, the availability of other premises in the area, future expected needs for more space and/or expected need for renovation works on the premises, among others.

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. Leases are recognized as a right-of-use asset together with the corresponding liability on the date the leased asset becomes available for use by the Group. Right-of-use assets are measured at cost, which includes initial direct costs incurred, any lease payment settled at or before the commencement of the lease arrangement, less accumulated depreciation and any impairment losses, and are adjusted for any remeasurement of the lease liabilities. Right-of-use assets are depreciated on a straight-line basis over the lease term.

The right to use the asset is shown under “Right-of-use assets” in the consolidated statement of financial position.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date. The present value of the lease liability is determined using the incremental borrowing rate by country, lease term and currency, in accordance with the type of leased assets.

Contingent payments, common expenses and other costs related to the lease are not part of the determination of the lease liability and the right-of-use asset, and are recognized as an expense in the income statement in accordance with the accruals principle. Fixed lease payments are replaced with the depreciation of the right to use the asset and interest recognized on the lease liability.

Lease liabilities are shown in two separate headings in the consolidated statement of financial position: under “Non-current lease liabilities” for liabilities to be offset in more than 12 months and under “Current lease liabilities” for liabilities to be offset in the next 12 months.

After the commencement date, the lease liability is measured by increasing the carrying amount to reflect the interest on the lease liability and reducing the carrying amount to reflect the lease payments made.

The Group remeasures the lease liability (and the corresponding right-of-use asset) when there is a change in the lease term or a significant change in the events or circumstances that result in a change in the assessment for the year of an option to extend the lease, in which case the lease liability is remeasured by discounting the revised lease payments using a revised discount rate or when a lease arrangement is modified and said lease modification is accounted for as a separate lease. In this case, the lease liability shall be remeasured by discounting the revised lease payments using a revised discount rate.

The Group applies IAS 36 to determine whether the right to use the asset is impaired, following the procedures described in section 17 of this note.

Short-term leases, variable 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). The Group also applies the exemption for leases for which the underlying asset is of low value to office equipment leases. 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. Variable lease payments that do not depend on an index or a rate are not included in the measurement of the lease liability of the right to use the asset and are recorded as an operating expense as incurred.

2.22 Recognition of revenue from contracts with customers

The Group has adopted IFRS 15 Revenue from Contracts with Customers as from January 1, 2018, which resulted in adapting the five-step model for measuring and recognizing revenue:

1. Identify the contract with customer
2. Identify the separate performance obligation
3. Determine the transaction price of the contract
4. Allocate the transaction price to the separate performance obligations, and
5. Recognize revenue when (or as) the entity satisfies a performance obligation

The Group's revenues by type are as follows:

Revenue from gaming activities (excluding sports betting)

Revenue from exploiting slot machines is recognized at the collected amount. The percentage of the amount collected from slot machines attributable to the premises where the machine is located and payments to suboperators (which are based on a variable share in earnings) are included as operating expenses under "Variable leases and other"

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 is recorded for the net amount from the game ("win"), after deducting prizes removed by players.

Sports betting

The Group considers that revenues from bets and gaming fall outside the scope of IFRS 15 Revenue, and records these revenues in accordance with IFRS 9 Financial instruments.

Revenue from sports betting correspond to the net gain or loss from the bets placed during the period, that is, the amounts bet by customers less total payments recognized at the end of the sporting event, which is when the bet is settled. As the type of player of the Group does not usually place medium- or long-term bets, the Group has no significant open positions at year end and records them in the liabilities side of the balance sheet under "Other non-trade payables" (Note 16) at the amount bet by the customer.

Loyalty program

The Group manages a customer loyalty program that consists in rewarding customers with points that can be exchanged for prizes (i.e. gaming or hospitality). These points are identified as a separate performance obligation, which is allocated an amount based on the fair value of the points, and which is satisfied when the customer redeems the points obtained.

The cost of this loyalty program, and of any possible special offers and discounts given to customers, such as free bets and promotional vouchers, are deducted from the gross revenues generated. The amounts recorded as a result of these transactions are not significant for the Group.

Revenue from hospitality

In casinos and gaming halls, the Group generates additional revenues through the sale of food, drinks and other hospitality-related services. These revenues are recognized when control over the goods and services is transferred to the customer, that is, at the point of sale. Under IFRS 15, revenue is measured at the consideration received or receivable, net of any discount or special offer applied.

The sales of food and drinks are an integral part of the casino's offering, providing customers with a supplementary service that is part of the revenue from gaming activities.

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. These refunds are completely immaterial at a Group level.

Interest income

Interest income is recorded based on the time passed, including the asset's effective yield.

2.23 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.

2.24 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 taxable temporary differences, except for taxable temporary differences associated with the initial recognition of a lease arrangement, those arisen from acquired goodwill, the amortization of which is not tax deductible and those arisen upon the initial recognition of an asset or liability in a transaction, other than a business combination, that at the transaction date did not affect the accounting or the tax result, except for those related to right-of-use assets and liabilities.

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 investees 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.

2.25 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.

2.26 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.

2.27 Non-controlling interests

This heading in the consolidated statement of financial position shows the equity stakes held by non-controlling interests in the equity of the companies accounted for using the full consolidation method. The equity stakes held by minority shareholders in the profit/(loss) for the year from the companies accounted for using the full consolidation method are included in the consolidated statement of comprehensive income, under profit/(loss) for the year attributable to non-controlling interests.

2.28 Cash flow statement

The consolidated cash flow statement has been prepared using the indirect method, that is, adjusting net income with non-cash transactions and other operations that do not affect operating cash flows for the period.

The cash flow statement presents cash flows for the year by classifying them into:

- Operating activities: include the principal revenue-producing activities of the Group and other activities that are not investing or financing activities.
- Investing activities: include the acquisition or disposal of non-current assets.
- Financing activities: include activities that cause changes in the size and composition of shareholders' equity and loans received by the Group, including note issues.

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 in line with market prices.

3.1 Operating segments

The information by business segment included in this note is presented in accordance with the disclosure requirements set out in IFRS 8 "Operating segments". Our business is divided into four segments: Casinos, Slots Spain, Slots Italy, and Online Gaming and Betting The operating segments are aligned with how management is currently organized. Management supervises all financial information based on the following operating segments:

- Casinos:

It comprises the entire retail gaming offering through own halls that includes in all cases a wide range of slot machines and e-roulettes together with other e-games and Food & Beverage / shows, plus game tables (and in a few cases traditional bingo). The Casinos segment develops its activity in Spain, Panama, Colombia, Mexico, Dominican Republican, Peru, Costa Rica and Morocco.

Gaming taxes on this segment mostly correspond to taxes on machines, which are calculated based on a percentage over net revenues, ranging from 4% to 18%. A minority portion of gaming taxes on this segment corresponds to fixed taxes on machines and tables and variable taxes on net revenues from tables.

At December 31, 2024, the Group operates a total of 447 casinos and gaming halls, including 268 in Spain and 179 in the rest of the world, according to the following detail:

	Casinos	Slot machines	Tables
Panama	36	8,129	19
Mexico	30	7,435	162
Colombia	78	7,724	255
Spain	268	7,499	49
Peru	19	2,648	40
Costa Rica	7	844	20
Dominican Republic	6	903	63
Morocco	3	417	46
Total	**447**	**35,599**	**654**

- Slots Spain:

It comprises the operation of slot machines, owned by the Group, in Spain through third-party bars and similar premises, together with the B2B business related to the design, manufacture and sale of slot machines for the Spanish bar channel, for both group companies and third parties.

At December 31, 2024, the Group controls 25,083 slot machines, located in approximately 16,507 premises, mainly bars.

Gaming taxes on this segment are regulated by each one of the 17 Spanish autonomous communities and always correspond an annual fixed amount per machine.

This segment includes the B2B activity, which comprises the manufacture of a wide range of machines that offer flexibility to set plays, top prizes and other parameters in accordance with the regulations of each Spanish Autonomous Community. Additionally, game kits are offered to update existing machines with new games, which provides operators with a more economical option than acquiring a new machine.

All machines are assembled in Spain, where most of the main components are designed and production is outsourced. Both software and hardware are designed by the Group's own staff and capitalized as Research and Development.

- Slots Italy:

It includes the operation of slot machines (AWP) and videolottery terminals (VLTs), which are rented out to third parties based on a percentage over the revenues generated by them, in third-party bars and gaming halls. Additionally, it includes revenue from the license granted by the government as a network systems operator for slot machines and VLTs (for both own and third-party machines).

At December 31, 2024, the Group operates 11,015 AWP slot machines in approximately 2,445 premises in central and northern Italy (mainly). These facilities include bars, gaming halls (six of them owned by the Group), restaurants and gas stations. Income share agreements are entered into with the owners or operators of these facilities. These agreements are usually signed for a period of up to five years and are renewed on an annual basis. Additionally, as a result of interconnection agreements, a fixed fee is charged for each third-party slot machine interconnected to our network. These agreements can be renewed on an annual basis.

In addition to slot machines, at December 31, 2024 the Group operates 2,571 VLTs, mainly located in gaming halls in central and northern Italy that are connected to our network.

Gaming taxes in Italy are significantly higher than prevailing ones in other segments in which the Group operates, since they are variable taxes over the amount bet in the machine. The tax rate for the AWP slot machines is 24% and the tax rate for VLTs is 8.6%.

- Online gaming and betting:

It comprises the marketing and operating of bets in own and third-party premises and the development of related activities. The Group operates online bets and games in Spain and abroad. The Group operates in Spain, Colombia, Panama, Dominican Republic and Puerto Rico through the brand Sportium, while it operates in Italy and Peru through the brands E-Play 24 and Apuesta Total, respectively.

In this segment, the most significant operating costs correspond to utilities and external services, most notably including fees received from the owners of the brand from the websites where the online bets are placed in Italy.

Gaming taxes on this segment mostly correspond to a variable percentage applied to revenues (before or after the payment of awards and other discounts), ranging from 10% to 25%.

- Structure:

The Structure segment centralizes and manages shared services for the whole Group, such as people, finance, IT management, among others.

The column “Structure” consists of a subconsolidation obtained from the financial statements of the companies below. It is considered a subconsolidation because the balances and transactions between Cirsa Enterprises, S.A. and the other companies included in the operating segment “Structure”, which are detailed below, have been eliminated.

Cirsa Servicios Corporativos

Cirsa Tecnologías de la Información, SL

Cirsa Finance International, S.A.R.L.U.

Cirsa Gaming Corporation, S.A.

Cirsa Enterprises, S.L.

The revenues from this segment come from services provided to the other Group segments.

The main structure assets include core infrastructure and current account with group companies, while the main structure liabilities include corporate notes and current accounts with Group companies.

The table below shows information on revenue and results, certain information on assets and liabilities, and other information regarding business segments, including balances and transactions between segments, at December 31, 2024, 2023 and 2022.

The information disclosed in this note has been prepared through the consolidation process by operating segment or by country (in the case of Information by geographical areas); the balances and transactions between companies in the same segment or country are eliminated. The balances and transactions with companies in different segments or countries are not eliminated. It should be noted that investments in group companies have been eliminated and have not been included in the table below either by operating segment or by country. By doing so, independent subconsolidation processes are obtained for each segment and country.

Additionally, the column “Eliminations” shows the elimination of balances and transactions between the different operating segments that mainly correspond to trade transactions for services or financial transactions for cash pooling balances carried out between group companies that belong to different segments, among others.

2024

(Thousands of euros)	Casinos	Slots Spain	Slots Italy	Online gaming & betting	Structure
Assets by segment					
Allocated non-current assets	1,875,325	1,053,560	147,317	626,565	202,934
Unallocated non-current assets	—	—	—	—	104,506
Allocated current assets	209,707	101,131	81,740	111,676	123,680
Total Assets	**2,085,032**	**1,154,690**	**229,057**	**738,241**	**431,120**
Liabilities by segment					
Allocated liabilities	(817,107)	(134,990)	(149,450)	(160,710)	(2,946,478)
Unallocated liabilities	—	—	—	—	(223,031)
Total Liabilities	**(817,107)**	**(134,990)**	**(149,450)**	**(160,710)**	**(3,169,509)**
Total Operating revenue					
Sales to external customers	965,205	403,663	368,831	416,270	2,450
Intragroup revenue	3,064	10,620	—	4,084	48,609
Total revenue net of variable leases	968,269	414,283	368,831	420,354	51,059
Profit/(loss)					
EBITDA	405,658	190,719	29,034	85,300	(9,378)
Finance income	28,129	22,421	313	13,337	213,487
Finance costs	(21,311)	(9,438)	(4,853)	(5,904)	(225,488)
Profit/(loss) before tax (EBT)	178,919	122,646	4,188	30,919	9,825
Income tax	(42,166)	(33,712)	(810)	(7,631)	17,411
Net profit/(loss) for the year	136,753	88,933	3,378	23,288	27,236
Non-monetary expenses					
Charge to depreciation and amortization and impairment of assets	(201,323)	(79,680)	(19,088)	(58,163)	(1,964)
Change in operating provisions	182	(2,239)	(325)	(3,310)	—
Other significant expenses					
Employee benefits expense	(186,794)	(64,309)	(18,948)	(39,475)	(32,839)
Utilities and external services	(209,245)	(34,624)	(24,663)	(212,252)	(27,404)
Gaming taxes	(138,939)	(102,751)	(290,101)	(82,039)	(112)
Other segment information					
Investment in non-current assets (cash flow)	82,139	79,788	10,284	18,231	1,032
Investments in associates (balance sheet):	24,101	—	6,566	—	—
Non-controlling interests (profit and loss)	11,557	11,229	907	8,003	—

2023

(Thousands of euros)	Casinos	Slots Spain	Slots Italy	Online gaming & betting	Structure
Assets by segment					
Allocated non-current assets	1,921,178	954,725	152,215	372,973	110,459
Unallocated non-current assets	—	—	—	—	114,911
Allocated current assets	152,208	100,793	45,265	72,273	81,219
Total Assets	**2,073,386**	**1,055,518**	**197,480**	**445,246**	**306,589**
Liabilities by segment					
Allocated liabilities	(460,642)	(162,528)	(122,041)	(133,157)	(2,572,606)
Unallocated liabilities	—	—	—	—	(230,444)
Total Liabilities	**(460,642)**	**(162,528)**	**(122,041)**	**(133,157)**	**(2,803,050)**
Total Operating revenue					
Sales to external customers	927,535	384,703	362,284	320,548	1,165
Intragroup revenue	3,304	10,317	—	4,968	42,807
Total revenue net of variable leases	**930,839**	**395,020**	**362,284**	**325,516**	**43,972**
Profit/(loss)					
EBITDA	391,138	169,145	27,349	54,636	(11,220)
Finance income	14,627	8,093	224	6,169	42,657
Finance costs	(9,883)	(34,282)	(3,076)	(2,020)	(177,458)
Profit/(loss) before tax (EBT)	156,577	69,366	8,017	20,751	(160,832)
Income tax	(26,334)	(17,139)	(661)	(1,652)	18,804
Net profit/(loss) for the year	130,243	52,227	7,356	19,099	(142,028)
Non-monetary expenses					
Charge to depreciation and amortization and impairment of assets	(194,851)	(71,619)	(16,007)	(34,239)	806
Change in operating provisions	1,371	(2,848)	(132)	(1,003)	—
Other significant expenses					
Employee benefits expense	(177,707)	(63,662)	(17,154)	(26,208)	(32,150)
Utilities and external services	(199,161)	(37,259)	(23,533)	(168,180)	(22,693)
Gaming taxes	(134,623)	(103,211)	(287,263)	(73,793)	(339)
Other segment information					
Investment in non-current assets (cash flow)	79,265	67,297	7,705	10,880	1,605
Investments in associates (balance sheet):	20,688	—	6,982	—	—
Non-controlling interests (profit and loss)	14,815	10,923	940	5,288	—

2022

(Thousands of euros)	Casinos	Slots Spain	Slots Italy	Online gaming & betting	Structure
Assets by segment					
Allocated non-current assets	1,829,290	856,279	99,598	312,975	811,696
Unallocated non-current assets	—	—	—	—	89,638
Allocated current assets	139,225	116,692	64,214	69,676	34,001
Total Assets	**1,968,515**	**972,970**	**163,811**	**382,651**	**935,334**
Liabilities by segment					
Allocated liabilities	(656,825)	(656,397)	(104,996)	(108,624)	(2,389,084)
Unallocated liabilities	—	—	—	—	(222,844)
Total Liabilities	**(656,825)**	**(656,397)**	**(104,996)**	**(108,624)**	**(2,611,927)**
Total Operating revenue					
Sales to external customers	838,234	353,183	299,067	208,925	641
Intragroup revenue	6,750	9,419	—	4,937	40,005
Total revenue net of variable leases	**844,984**	**362,602**	**299,067**	**213,862**	**40,646**
Profit/(loss)					
EBITDA	349,826	151,713	19,484	41,988	(9,726)
Finance income	5,200	3,810	127	2,847	47,328
Finance costs	(13,274)	(37,694)	(1,697)	(1,764)	(130,382)
Profit/(loss) before tax (EBT)	134,142	38,423	11,375	16,167	(68,774)
Income tax	(29,852)	(10,293)	(1,320)	(2,319)	14,370
Net profit/(loss) for the year	104,290	28,130	10,055	13,847	(54,404)
Non-monetary expenses					
Charge to depreciation and amortization and impairment of assets	(191,996)	(80,094)	(6,307)	(23,845)	(1,372)
Change in operating provisions	(2,542)	(1,512)	(49)	(720)	—
Other significant expenses					
Employee benefits expense	(156,507)	(57,840)	(15,172)	(20,021)	(30,408)
Utilities and external services	(190,074)	(35,975)	(22,408)	(110,213)	(19,776)
Gaming taxes	(125,006)	(104,452)	(234,649)	(40,394)	(77)
Other segment information					
Investment in non-current assets (cash flow)	63,241	64,132	4,064	12,865	174
Investments in associates (balance sheet):	24,630	—	7,217	—	—
Non-controlling interests (profit and loss)	12,824	8,447	927	828	—

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, 2024, December 31, 2023 and December 31, 2022:

2024

(Thousands of euros)	Sales to external customers	Inter-segment sales	Total revenue geographical segment	Assets by geographical area	Investment in non-current assets
Spain and Portugal	846,930	43,869	890,799	1,706,628	110,770
Latin America and Africa	760,070	576	760,646	1,765,315	68,562
Italy	543,177	—	543,177	422,445	12,143
Eliminations and other	—	(44,445)	(44,445)	(152,758)	—
	2,150,177	**—**	**2,150,177**	**3,741,630**	**191,474**

2023

(Thousands of euros)	Sales to external customers	Inter-segment sales	Total revenue geographical segment	Assets by geographical area	Investment in non-current assets
Spain	816,928	37,356	854,284	1,600,242	94,494
Latin America and Africa	660,369	377	660,746	1,607,315	64,808
Italy	513,684	—	513,684	343,900	7,450
Eliminations and other	—	(37,733)	(37,733)	(89,003)	—
	1,990,981	**—**	**1,990,981**	**3,566,476**	**166,752**

2022

(Thousands of euros)	Sales to external customers	Inter-segment sales	Total revenue geographical segment	Assets by geographical area	Investment in non-current assets
Spain	758,202	90,216	848,418	1,552,411	88,876
Latin America and Africa	590,365	326	590,691	1,572,655	52,198
Italy	352,544	—	352,544	270,013	3,402
Eliminations and other	—	(90,542)	(90,542)	(53,978)	—
	1,701,111	**—**	**1,701,111**	**3,341,103**	**144,476**

4. BUSINESS COMBINATIONS AND ACQUISITIONS OF INVESTEES

4.1 Acquisitions in 2024

The breakdown of the amounts related to the acquisitions carried out during the year ended December 31, 2024 is as fo

						(Thousands of eu
Name and description of the entities and businesses	**Segment**	**Acquisition date**	**Consideration price**	**Fair value of the net assets acquired**	**Goodwill**	**Installation rights due to business combinations**
Business premises*	Casinos	March 2024	14,431	6,445	7,986	–
Alma De Panamá Oeste, S.A.	Casinos	April 2024	3,191	(4,889)	—	7,563
Leiden And Berbera Corporation, S.L.	Slots Spain	May 2024	6,283	1,889	—	5,859
Alcobendas Game, S.L.	Slots Spain	May 2024	6,113	1,426	—	6,249
Blanfe, S.L.	Slots Spain	July 2024	609	74	—	732
Apuesta Total	Online gaming and betting	July 2024	197,736	20,132	133,407	–
Flyz Salon, S.L.	Casinos	July 2024	279	(325)	—	787
Salon Casino Royal España, S.L.	Casinos	July 2024	374	(312)	—	917
Piela Recreativos, S.L.	Slots Spain	October 2024	1,091	55	—	1,397
Impera, S.R.L.	Online gaming and betting	October 2024	7,095	2,070	—	7,997
SFP Online, S.A.	Online gaming and betting	December 2024	28,473	4,598	25,343	–
			265,675	**31,163**	**166,736**	**31,507**

(*) The acquisition of business premises corresponds to the acquisition of the activity segment of 7 casinos in Colombia owned by W Casinos. The pur and the transfer of employees and lease arrangements.

Assets acquired and liabilities assumed

The amounts recorded in the special purpose consolidated financial statements at the acquisition date of the assets and liabilities acquired in the business combinations for the period ended December 31, 2024, by heading, are as follows:

(Thousands of euros)	Alma De Panamá Oeste, S.A.	Apuesta Total	Leiden And Berbera Corporation, S.L.	Alcobendas Game, S.L.	SFP Online, S.A.	Other acquisitions	Total
Intangible assets	1,261	4,711	481	676	833	1,484	9,446
Property, plant and equipment	2,819	4,934	512	436	28	2,028	10,757
Right-of-use assets	2,466	10,729	49	—	—	209	13,453
Non-current financial assets	8	6,572	32	370	—	99	7,081
Deferred tax assets	88	1,506	3	—	—	50	1,647
Inventories	5	22	—	—	—	0	27
Receivables	29	22,837	835	208	245	5,078	29,232
Financial assets	0	166	1	1	—	36	204
Cash and cash equivalents	246	10,053	228	138	5,636	1,843	18,144
Other Current Assets	11	4,242	10	8	—	10	4,281
Total assets	**6,933**	**65,772**	**2,151**	**1,837**	**6,742**	**10,837**	**94,272**
Bank borrowings	(1,759)	—	—	—	—	(118)	(1,877)
Finance lease liabilities	(2,819)	(12,931)	(49)	—	—	(215)	(16,014)
Public administrations	—	—	—	—	—	—	—
Other payables	(4,740)	—	(44)	—	—	(1,185)	(5,969)
Trade payables	(2,044)	(23,926)	(5)	—	(683)	(1,096)	(27,754)
Other non-trade payables	(460)	(8,784)	(141)	(263)	(1,460)	(209)	(11,317)
Current income tax liabilities	—	—	(24)	(147)	—	—	(171)
Total liabilities	(11,822)	(45,641)	(263)	(410)	(2,143)	(2,823)	(63,102)
Total net identifiable assets at fair value	**(4,889)**	**20,132**	**1,889**	**1,426**	**4,598**	**8,007**	**31,163**
Net intangible assets arisen from the acquisition	5,671	177,604	4,394	4,687	31,906	16,627	240,889
Non-controlling interests	2,408	—	—	—	(8,031)	(758)	(6,381)
Consideration from the purchase	**3,191**	**197,736**	**6,283**	**6,113**	**28,473**	**23,879**	**265,675**

Non-controlling interests correspond to the proportional share in equity at the date of the purchase. For the business combinations measured by an independent expert, non-controlling interests correspond to the fair value of equity.

Had the acquisitions taken place at the beginning of the year, consolidated net revenue from variable leases in 2024 would have increased by 64,344 thousand euros and consolidated profit/(loss) for 2024 would have increased by 10,698 thousand euros (the acquisition of Apuesta Total contributes 59,544 thousand euros and 9,866 thousand euros, respectively, to the aforementioned items). Additionally, since their acquisition date these companies have contributed profit to the Group amounting to 29,203 thousand euros.

Net cash flows related to acquisitions at December 31, 2024 are as follows:

(Thousands of euros)	Alma De Panamá Oeste, S.A.	Apuesta Total	Leiden And Berbera Corporation, S.L.	Alcobendas Game, S.L.	SFP Online, S.A.	Other acquisitions	Total
Consideration paid at December 31, 2024 (*)	(139)	(46,828)	—	—	(23,800)	(19,066)	(89,833)
Cash and cash equivalents at acquisition date	246	10,053	228	138	5,636	1,843	18,144
Cash flows paid for the acquisitions at December 31, 2024	**107**	**(36,775)**	**228**	**138**	**(18,164)**	**(17,223)**	**(71,690)**

(*) 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.

On July 11, 2024 6 companies were acquired in Peru (Holding AT, SAC, Free Games SAC, Business Administration, SAC, Kurax, SAC, Inversiones Gaming House, SAC and Locales AT), which jointly operate Apuesta Total, an online sports betting and casino business. A 70% stake is acquired, but the minority shareholder holds a put option and Cirsa holds a call option (both linked to EBITDA) on 30% of the stake held by the minority to be exercised, for 15% each, in 2027 and 2028, which must be exercised in the first 2 months of the year and paid in the first 6 months of the years 2027 and 2028. (Note 16). The amount paid at December 31, 2024 totals 46,828 thousand euros, whereas the outstanding amount at that date (including changes in the exchange rate for Peruvian soles) totals 160,196 thousand euros (627,438 thousand Peruvian soles). The intangible assets arisen as a result of the business combination have been valued by an independent expert through a purchase price allocation (PPA) process. At December 31, 2024 these amounts are not final.

The other PPAs, except for the acquisition of SFP Online, S.A., have been carried out internally.

Additionally, during the year 2024, payments were made amounting to 71,690 and 23,287 thousand euros corresponding to the acquisitions of 2024 and prior years, respectively.

4.2 Acquisitions in 2023

The breakdown of the amounts related to acquisitions in 2023 is as follows:

Name and description of the entities and businesses	Segment	Acquisition date	(Thousands of euros)			
			Consideration price	Fair value of the net assets acquired	Goodwill	Installation rights due to business combinations
Automaticos Galvez, S.L.	Slots Spain	January 2023	896	333	—	819
Modena Giochi Giuliani, Srl and Perselli Videogiochi, Srl	Slots Italy	April 2023	25,043	1,683	—	32,399
Operadora De Juegos Y Sorteos Paseo Central, S.A. De C.V.	Online gaming and betting	April 2023	—	(1,257)	—	1,796
Micri Communication, S.R.L.	Online gaming and betting	April 2023	29,762	7,042	17,132	—
Servinet, S.L.	Slots Spain	May 2023	799	144	—	873
Mepe, S.L. and Recreativos Perseo, S.L.	Slots Spain	July 2023	3,276	152	—	4,165
Bingo Vic, S.A. and Isi Bet Pro, Srl	Slots Spain	July 2023	4,235	63	—	5,690
Egaming Solutions, S.R.L.	Online gaming and betting	September 2023	1,300	(386)	—	2,142
Diamonds Games, S.L.	Slots Spain	November 2023	429	54	—	573
Star Games Balear, S.L.	Slots Spain	November 2023	546	212	—	449
Happy (Blanes Slots, S.L., Jamaica 2001, S.L, Recreativos Valle De Aran, S.L., Art Joc, S.L., Font Mar, S.L.)	Slots Spain	November 2023	13,104	3,053	—	13,401
Corporacion Turística David, S.A.	Casinos	November 2023	868	(6)	—	1,157
New Retail, Srl	Slots Italy	December 2023	8,547	62	—	11,768
			88,805	**11,149**	**17,132**	**75,233**

Assets acquired and liabilities assumed

The amounts recorded in the special purpose consolidated financial statements at the acquisition date of the assets and liabilities acquired in the business combinations for the period ended December 31, 2023, by heading, are as follows:

(Thousands of euros)	Recognized fair value of the acquisition			
	Modena Giochi Giuliani, Srl and Perselli Videogiochi, Srl	Micri Communication, S.R.L	Other acquisitions	Total
Intangible assets	2,410	—	1,470	3,880
Property, plant and equipment	971	—	1,864	2,835
Right-of-use assets	306	—	—	306
Non-current financial assets	451	—	591	1,042
Deferred tax assets	229	—	406	635
Inventories	—	—	3	3
Receivables	4,091	2,511	1,065	7,667
Other current assets	879	—	1,055	1,934
Cash and cash equivalents	930	7,196	2,305	10,431
Total assets	**10,267**	**9,707**	**8,759**	**28,733**
Provisions	(866)	(1,280)	(91)	(2,237)
Bank borrowings	(1,275)	—	(1,209)	(2,484)
Trade payables	(3,980)	(570)	(2,825)	(7,375)
Other non-trade payables	(1,151)	(815)	(1,682)	(3,648)
Deferred tax liabilities	(1,312)	—	(528)	(1,840)
Total liabilities	**(8,584)**	**(2,665)**	**(6,335)**	**(17,584)**
Total net identifiable assets at fair value	**1,683**	**7,042**	**2,424**	**11,149**
Net intangible assets arisen from the acquisition	23,360	26,114	31,620	81,094
Non-controlling interests	—	(3,394)	(45)	(3,439)
Consideration from the purchase	**25,043**	**29,762**	**34,000**	**88,805**

Non-controlling interests correspond to the proportional share in equity at the date of the purchase. For the business combinations measured by an independent expert, non-controlling interests correspond to the fair value of equity.

Had the acquisition taken place at the beginning of the year, consolidated operating revenue in 2023 would have increased by 34,368 thousand euros and consolidated profit/(loss) for the year 2023 would have increased by 1,300 thousand euros. Additionally, since their acquisition date these companies have contributed profit to the Group amounting to 5,543 thousand euros. The PPA of Micri has been performed by an independent expert.

The other PPAs have been carried out internally.

Net cash flows related to acquisitions at December 31, 2023 are as follows:

(Thousands of euros)	Modena Giochi Giuliani, Srl and Perselli Videogiochi, Srl	Micri Communication, S.R.L	Other acquisitions	Total
Consideration paid at December 31, 2023 (*)	(13,624)	(25,887)	(27,769)	(67,280)
Cash and cash equivalents at acquisition date	930	7,196	2,305	10,431
Cash flows paid for the acquisitions at December 31, 2023	**(12,694)**	**(18,691)**	**(25,464)**	**(56,849)**

(*) 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.

Additionally, during the year 2023, payments were made amounting to 56,849 and 2,275 thousand euros corresponding to the acquisitions of 2023 and prior years, respectively.

4.3 Acquisitions in 2022

The breakdown of the amounts related to acquisitions in 2022 is as follows:

Name and description of the entities and businesses	Segment	Acquisition date	(Thousands of euros) Consideration price	Fair value of the net assets acquired	Goodwill	Installat rights du busine combinat
Santbar, S.L.	Slots Spain	January 2022	2,269	318	—	
Recreativos Galicia-Sanabria, S.L.	Slots Spain		2,693	1,054	—	
Sportium Puerto Rico, LLC	Online gaming and betting	January 2022	—	(8)	—	
Automáticos Felcarras, S.L.	Slots Spain	May 2022	137	168	—	
Thousand and one nights, AB/ Casino Management, S.A.R.L.	Casinos	May 2022	4,815	1,806	—	
Sportium Dominicana, S.R.L.	Online gaming and betting	May 2022	2	2	—	
E-Play 24 subgroup (*)	Online gaming and betting	July 2022	34,007	199	26,541	
Operadora General de Entretenimiento, S.A. de C.V. (**)	Online gaming and betting	July 2022	20,473	(2,229)	16,948	
Gogoal, S.R.L.	Online gaming and betting	December 2022	2,736	66	—	
			67,132	**1,376**	**43,489**	**1**

(*) 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 t 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 contribut contribution by non-controlling interests in the holding company Yellow City Limited amounting to 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 special purpose consolidated financial statements at the acquisition date of the assets and liabilities acquired in the business combinations for the period ended December 31, 2022, by heading, are as follows:

	Recognized fair value of the acquisition				
(Thousands of euros)	**E-Play 24 subgroup**	**Ganabet**	**Casino Management/TON**	**Other acquisitions**	**Total**
Intangible assets	1,297	33	33	43	1,406
Property, plant and equipment	207	82	331	55	675
Right-of-use assets	319	—	—	278	597
Non-current financial assets	2	4	32	—	38
Inventories	—	—	380	—	380
Receivables	7,084	2,104	1,544	1,139	11,871
Other Current Assets	829	71	—	300	1,200
Cash and cash equivalents	16,156	2,467	1,262	61	19,946
Total assets	**25,894**	**4,761**	**3,582**	**1,876**	**36,113**
Provisions	—	(875)	—	—	(875)
Bank borrowings	(398)	—	—	—	(398)
Trade payables	(10,221)	(5,754)	(968)	(11)	(16,954)
Other non-trade payables	(12,681)	(361)	(808)	—	(13,850)
Deferred tax liabilities	(2,395)	—	—	(265)	(2,660)
Total liabilities	**(25,695)**	**(6,990)**	**(1,776)**	**(276)**	**(34,737)**
Total net identifiable assets at fair value	**199**	**(2,229)**	**1,806**	**1,600**	**1,376**
Net intangible assets arisen from the acquisition	53,754	22,702	3,501	6,297	86,253
Non-controlling interests	(19,946)	—	(492)	(60)	(20,498)
Consideration from the purchase	**34,007**	**20,473**	**4,815**	**7,837**	**67,132**

Non-controlling interests correspond to the proportional share in equity at the date of the purchase. For the business combinations measured by an independent expert, non-controlling interests correspond to the fair value of equity.

Had the acquisition taken place at the beginning of the year, consolidated operating revenue 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. The PPAs of Ganabet and E-play have been performed by an independent expert.

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	Total
Consideration paid at December 31, 2022 (*)	(35,208)	(11,775)	(4,526)	(2,271)	(53,780)
Cash and cash equivalents at acquisition date	16,155	2,467	1,262	61	19,945
Cash flows paid for the acquisitions at December 31, 2022	**(19,053)**	**(9,308)**	**(3,264)**	**(2,210)**	**(33,835)**

(*) 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.

Additionally, during the year 2022, payments were made amounting to 33,835 and 31,897 thousand euros corresponding to the acquisitions of 2022 and prior years, respectively.

5. GOODWILL

The Group has allocated goodwill to its cash-generating units (CGUs) in accordance with IAS 36, which defines a CGU as the smallest identifiable group of assets that generates cash inflows that are largely independent of the cash inflows from other assets or group of assets.

The Group's cash-generating units are determined based on the several business segments, but subdivided into countries, since it is considered that cash inflows are generated independently within each of the countries. Each country uses available resources based on its needs at any given time (machines are moved from one facility to another, customer loyalty programs are designed at a country level rather than at premises level).

The breakdown of and movements in goodwill in 2024 by the cash-generating unit (CGU) to which it can be allocated are as follows:

(Thousands of euros)	12.31.2023	Additions	Currency translation differences	Other	12.31.2024
Slots Spain	520,313	—	—	—	520,313
Slots Italy	60,458	—	—	—	60,458
Casinos Spain	112,102	—	—	—	112,102
Casinos Colombia	144,962	7,986	(10,953)	—	141,994
Casinos Costa Rica	14,323	—	1,462	—	15,785
Casinos Morocco	12,353	—	492	—	12,845
Casinos Mexico	149,111	—	(19,786)	—	129,325
Casinos Panama	235,623	—	13,938	—	249,562
Casinos Peru	22,110	—	1,301	—	23,411
Casinos Dominican Republic	21,500	—	220	—	21,720
Online gaming and betting Spain	39,615	—	—	—	39,615
Online gaming and betting Mexico	18,827	—	(2,528)	(9,000)	7,299
Online gaming and betting Italy	44,474	—	—	—	44,474
Online gaming and betting Peru	—	133,407	5,906	—	139,313
Online gaming and betting Portugal	—	25,343	—	—	25,343
	1,395,771	**166,736**	**(9,948)**	**(9,000)**	**1,543,559**

The breakdown of and movements in goodwill in 2023 by the cash-generating unit (CGU) to which it can be allocated are as follows:

(Thousands of euros)	12.31.2022	Additions	Currency translation differences	Other	12.31.2023
Slots Spain	520,313	—	—	—	520,313
Slots Italy	60,458	—	—	—	60,458
Casinos Spain	112,102	—	—	—	112,102
Casinos Colombia	119,772	—	24,830	359	144,962
Casinos Costa Rica	12,666	—	1,657	—	14,323
Casinos Morocco	12,119	—	234	—	12,353
Casinos Mexico	134,403	—	14,708	—	149,111
Casinos Panama	243,978	—	(8,355)	—	235,623
Casinos Peru	22,302	—	(191)	—	22,110
Casinos Dominican Republic	22,975	—	(1,475)	—	21,500
Online gaming and betting Spain	39,615	—	—	—	39,615
Online gaming and betting Mexico	16,948	—	1,879	—	18,827
Online gaming and betting Italy	26,541	17,132	—	801	44,474
Online gaming and betting Peru	—	—	—	—	—
	1,344,192	**17,132**	**33,287**	**1,160**	**1,395,771**

(Thousands of euros)	12.31.2021	Additions	Currency translation differences	Other	12.31.2022
Slots Spain	519,968	—	—	345	520,313
Slots Italy	60,458	—	—	—	60,458
Casinos Spain	112,102	—	—	—	112,102
Casinos Colombia	135,935	—	(16,163)	—	119,772
Casinos Costa Rica	10,823	—	1,843	—	12,666
Casinos Morocco	12,848	—	(729)	—	12,119
Casinos Mexico	120,594	—	13,808	—	134,403
Casinos Panama	214,980	—	28,999	—	243,978
Casinos Peru	15,772	—	6,530	—	22,302
Casinos Dominican Republic	21,239	—	1,735	—	22,974
Online gaming and betting Spain	38,237	—	—	1,378	39,615
Online gaming and betting Mexico	—	16,948	—	—	16,948
Online gaming and betting Italy	—	26,541	—	—	26,541
Online gaming and betting Peru	—	—	—	—	—
	1,262,956	**43,489**	**36,023**	**1,723**	**1,344,192**

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 2024, mainly as a result of the acquisition of the Apuesta Total Group in July 2024 (Note 4.1)

There were additions in goodwill in 2023, mainly as a result of the acquisition of Micri Communication, S.r.l. in April 2023 (Note 4.2)

There were additions in goodwill in 2022, mainly as a result of the acquisition of the E-Play 24 subgroup and Ganabet in July 2022 (Note 4.3) and the adjustment to the price of Sportium amounting to 1,378 thousand euros.

At December 31, 2024 impairment losses on goodwill amounting to 9,000 thousand euros (Note 10) (zero thousand euros at December 31, 2023 and 2022) have been recorded in the column “Other”.

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

The movements in 2024 are as follows:

(Thousands of euros)	Balance at January 1, 2024	Additions	Derecog-nitions	Transfers (Note 7.1)	Business combinations	Currency translation differences	Balance at December 31, 2024
COST							
Development costs and patents	95,191	8,352	(1,482)	(3,629)	1,871	(6,913)	93,390
Service concession arrangements	83,524	698	—	1,459	1,475	1,239	88,395
Installation rights	312,674	73,930	(52,948)	(1,369)	7,794	(6,094)	333,987
Brand	58,560	—	(1,000)	—	25,901	—	83,461
Customer portfolio	47,077	—	—	—	45,097	—	92,174
Installation rights from business combinations	1,288,380	—	—	—	31,501	(8,575)	1,311,306
Transfer rights	17,742	1,076	—	2,577	2	(1,564)	19,833
Software	69,948	10,402	(2,167)	316	5,195	(1,011)	82,683
Prepayments and other	3,056	—	—	—	—	144	3,200
	1,976,151	**94,458**	**(57,597)**	**(646)**	**118,836**	**(22,774)**	**2,108,428**
DEPRECIATION							
Development costs and patents	(77,605)	(4,480)	1,005	—	(489)	1,259	(80,310)
Service concession arrangements	(60,667)	(12,702)	—	(270)	(106)	(484)	(74,229)
Installation rights	(176,864)	(47,846)	48,407	—	(5,025)	1,255	(180,073)
Brand	(3,358)	(4,749)	—	—	—	—	(8,107)
Customer portfolio	(13,091)	(13,152)	—	—	—	—	(26,243)
Installation rights from business combinations	(544,452)	(103,208)	—	—	—	—	(647,660)
Transfer rights	(12,464)	(1,402)	—	—	—	947	(12,919)
Software	(50,914)	(8,043)	1,980	270	(1,271)	861	(57,117)
	(939,415)	**(195,582)**	**51,392**	—	**(6,891)**	**3,838**	**(1,086,658)**
Impairment losses(*)	(28,176)	(908)	1,016	—	—	—	(28,068)
Net carrying amount	**1,008,559**	**(102,032)**	**(5,189)**	**(647)**	**111,944**	**(18,937)**	**993,697**

(*) The main items included in "Impairment losses" mainly correspond to impairment losses on installation rights due to business combinations (23,353 thousand euros), impairment losses on exclusive rights (2,308 thousand euros) and impairment losses on service concession arrangements (1,819 thousand euros).

The movements in 2023 are as follows:

(Thousands of euros)	Balance at January 1, 2023	Additions	Derecog-nitions	Transfers (Note 7.1)	Business combinations	Currency translation differences	Balance at December 31, 2023
COST							
Development costs and patents	82,294	14,837	(1,168)	(1,977)	20	1,185	95,191
Service concession arrangements	72,688	11,354	(4)	26	31	(571)	83,524
Installation rights	274,940	65,149	(37,494)	2,145	6,350	1,584	312,674
Brand	54,891	—	—	—	3,669	—	58,560
Customer portfolio	38,287	—	—	—	8,790	—	47,077
Installation rights from business combinations	1,178,452	—	—	—	75,233	34,695	1,288,380
Transfer rights	13,915	3,574	(634)	—	—	887	17,742
Software	56,678	9,242	(231)	1,600	1,037	1,622	69,948
Prepayments and other	3,910	627	(462)	(979)	—	(40)	3,056
	1,776,055	**104,783**	**(39,993)**	**815**	**95,130**	**39,362**	**1,976,152**
DEPRECIATION							
Development costs and patents	(73,608)	(3,305)	137	—	(14)	(815)	(77,605)
Service concession arrangements	(55,615)	(5,090)	—	—	(16)	54	(60,667)
Installation rights	(160,019)	(47,268)	34,203	—	(2,759)	(1,021)	(176,864)
Brand	(907)	(2,451)	—	—	—	—	(3,358)
Customer portfolio	(5,898)	(7,193)	—	—	—	—	(13,091)
Installation rights from business combinations	(446,084)	(98,368)	—	—	—	—	(544,452)
Transfer rights	(11,069)	(734)	—	—	—	(661)	(12,464)
Software	(43,243)	(3,282)	220	—	(769)	(3,840)	(50,914)
	(796,442)	**(167,692)**	**34,560**	**—**	**(3,558)**	**(6,284)**	**(939,416)**
Impairment losses	(24,387)	(5,105)	1,316	—	—	—	(28,176)
Net carrying amount	**955,228**	**(68,014)**	**(4,118)**	**814**	**91,572**	**33,078**	**1,008,559**

The movements in 2022 are as follows:

(Thousands of euros)	Balance at January 1, 2022	Additions	Derecog-nitions	Transfers (Note 7.1)	Business combinations	Currency translation differences	Balance at December 31, 2022
COST							
Development costs and patents	79,723	2,866	(2,203)	-38	689	1,257	82,294
Service concession arrangements	70,685	937	(357)	23	—	1,400	72,688
Installation rights	269,262	54,412	(55,951)	178	5,319	1,720	274,940
Brand	36,024	—	—	—	18,867	—	54,891
Customer portfolio	13,128	—	—	—	25,159	—	38,287
Installation rights from business combinations	1,122,803	7,920	—	—	13,615	34,114	1,178,452
Transfer rights	12,882	503	(163)	—	11	682	13,915
Software	47,345	5,861	(498)	2,181	1,005	784	56,678
Prepayments and other	103	3,793	—	15	—	(1)	3,910
	1,651,955	**76,292**	**(59,172)**	**2,359**	**64,665**	**39,956**	**1,776,055**
DEPRECIATION							
Development costs and patents	(70,226)	(3,498)	1,280	—	(529)	(635)	(73,608)
Service concession arrangements	(53,415)	(2,163)	74	—	----	(111)	(55,615)
Installation rights	(165,254)	(42,040)	52,216	—	(4,484)	(457)	(160,019)
Brand		(907)	—	—	—	—	(907)
Customer portfolio	(3,176)	(2,722)	—	—	—	—	(5,898)
Installation rights from business combinations	(339,469)	(106,615)	—	—	—	—	(446,084)
Transfer rights	(10,084)	(590)	11	—	—	(406)	(11,069)
Software	(37,900)	(5,002)	487	—	(605)	(223)	(43,243)
	(679,524)	**(163,537)**	**54,069**	**—**	**(5,618)**	**(1,832)**	**(796,442)**
Impairment losses	(27,858)	—	3,472	—	—	—	(24,387)
Net carrying amount	**944,573**	**(87,245)**	**(1,631)**	**2,359**	**59,047**	**38,123**	**955,227**

The column “Business combinations” for the years 2024, 2023 and 2022 shows the effect of business combinations (Note 4).

Most of the additions in 2024, 2023 and 2022 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 heading 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, 2024, 2023 and 2022 is 5,221, 5,147 and 4,277 thousand euros, respectively.
- Companies engaged in lotteries and interactive products: Software development for online gaming applications. The net value at December 31, 2024, 2023 and 2022 is 913, 2,030 and 2,734 thousand euros, respectively.

The internal cost of developing new models of slot machines and software for on-line games by the B2B activities 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 2024, 2023 and 2022 amounts to 1,371, 2,201 and 2,831 thousand euros, respectively.

Research and development costs recognized as an expense in 2024 amount to 93 thousand euros (28 thousand euros at December 31, 2023 and 34 thousand euros at December 31, 2022) (Note 20.4).

6.3 Service concession arrangements

The most significant items in the gross balance of service concession arrangements at December 31, 2024 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 15,939 thousand euros (14,986 thousand euros at December 31, 2023 and 14,588 thousand euros at December 31, 2022). The net value of this concession at December 31, 2024 amounts to 10,600 thousand euros (10,707 thousand euros at December 31, 2023 and 10,906 thousand euros at December 31, 2022).
- Licenses of video terminals acquired by Cirsa Italia S.p.A. for an amount of 49,145 thousand euros (49,145 thousand euros at December 31, 2023 and 40,786 thousand euros at December 31, 2022). At December 31, 2024 the net value of the concession amounts to 0 thousand euros (5,585 thousand euros at December 31, 2023, and at December 31, 2022 the concession was fully amortized). These licenses have been extended until December 2026.
- Entry fee in order to manage one of our casinos in Morocco, for a net amount of 4,817 thousand euros. At December 31, 2023 the net value of this right amounts to 6,091 thousand euros.

6.4 Installation rights

This heading mainly includes the amounts given in exchange for the exclusive rights to operate in the halls where the slot machines are located, between 3 and 5 years in general, for a net carrying amount of 152,370 thousand euros (136,635 thousand euros in 2023 and 122,216 thousand euros in 2022).

6.5 Installation rights from business combinations

This heading includes the amounts arisen as a result of business combinations, for a net carrying amount of 663,646 thousand euros (743,928 thousand euros in 2023 and 732,368 thousand euros in 2022) (Note 2.18).

6.6 Brand and customer portfolio

The headings Brand and Customer portfolio include the amounts arisen as a result of the different business combinations, for a net carrying amount of 75,354 thousand euros (55,202 thousand euros in 2023 and 53,984 thousand euros in 2022). Specifically, they include the following brands: Sportium, Ganabet, E-Play 24, Apuesta Total, Micri and CasinoPortugal; and the following Online customer portfolios in Spain: E-Play 24, Micri and CasinoPortugal, for a net carrying amount of 65,931 thousand euros (33,986 thousand euros in 2023 and 32,389 thousand euros in 2022) (Note 2.8).

6.7 Impairment losses

Impairment losses amounting to 908 thousand euros have been recorded on installation rights in 2024 (5,105 thousand euros during 2023 and no amount in 2022), which are registered as a result of the impairment tests made on the Group's assets (Note 10).

6.8 Other information

At 2024 year end, the net value of intangible assets in foreign companies amounts to 636,403 thousand euros (644,369 thousand euros at 2023 year end and 639,249 thousand euros at 2022 year end). The main intangible assets in foreign companies are installation rights arisen from business combinations and service concession arrangements.

7. PROPERTY, PLANT AND EQUIPMENT

7.1 Movements

The movements in 2024 are as follows:

(Thousands of euros)	Balance at January 1, 2024	Additions	Derecognitions	Transfers (Note 6.1)	Business combinations	Currency translation differences	Balance at December 31, 2024
Cost							
Land and buildings	107,881	290	(2,689)	8,510	—	(7,603)	106,389
Technical installations	152,331	5,328	(5,356)	7,537	6,181	(5,460)	160,561
Machinery	602,663	63,045	(53,206)	10,092	3,591	(8,233)	617,952
Data processing equipment	88,882	4,406	(4,620)	1,534	3,591	(529)	93,263
Transport equipment	4,272	401	(311)	21	170	54	4,607
Other installations, tools, furniture, and other PP&E	439,412	16,006	(9,951)	9,156	8,741	1,930	465,294
Property, plant and equipment under construction	20,505	30,004	(215)	(36,203)	315	(293)	14,112
	1,415,946	**119,479**	**(76,348)**	**647**	**22,589**	**(20,135)**	**1,462,178**
Depreciation							
Buildings	(65,957)	(5,464)	2,318	(9)	—	1,455	(67,657)
Technical installations	(125,803)	(8,841)	3,700	10	(3,626)	1,715	(132,845)
Machinery	(503,001)	(52,069)	50,784	(36)	(2,159)	3,432	(503,049)
Data processing equipment	(78,812)	(5,121)	3,580	(59)	(2,139)	1,060	(81,491)
Transport equipment	(3,530)	(240)	296	—	(124)	(39)	(3,636)
Other installations, tools, furniture, and other PP&E	(349,674)	(19,983)	8,621	94	(3,785)	(2,208)	(366,934)
	(1,126,777)	**(91,717)**	**69,298**	**—**	**(11,832)**	**5,416**	**(1,155,612)**
Impairment losses	(2,399)	(963)	308	—	—	8	(3,045)
Net carrying amount	**286,770**	**26,799**	**(6,741)**	**647**	**10,757**	**(14,711)**	**303,521**

The movements in 2023 are as follows:

(Thousands of euros)	Balance at January 1, 2023	Additions	Derecognitions	Transfers (Note 6.1)	Business combinations	Currency translation differences	Balance at December 31, 2023
Cost							
Land and buildings	95,853	414	(1,800)	3,855	3,213	6,347	107,882
Technical installations	145,282	4,585	(3,350)	1,260	129	4,425	152,331
Machinery	571,080	55,638	(66,795)	14,240	9,390	19,111	602,663
Data processing equipment	81,631	4,828	(1,007)	1,502	61	1,867	88,882
Transport equipment	3,718	153	(414)	93	691	31	4,272
Other installations, tools, furniture, and other PP&E	413,543	17,197	(5,311)	7,852	5,366	764	439,411
Property, plant and equipment under construction	20,482	32,221	(3,641)	(29,616)	----	1,059	20,505
	1,331,589	**115,037**	**(82,317)**	**(815)**	**18,850**	**33,603**	**1,415,946**
Depreciation							
Buildings	(54,416)	(5,751)	1,505	—	(3,005)	(4,289)	(66,957)
Technical installations	(114,328)	(8,926)	2,647	---	(83)	(5,113)	(125,803)
Machinery	(492,438)	(48,639)	63,358	—	(7,951)	(17,331)	(503,001)
Data processing equipment	(74,022)	(4,544)	516	---	(55)	(708)	(78,813)
Transport equipment	(3,122)	(273)	339	—	(490)	17	(3,530)
Other installations, tools, furniture, and other PP&E	(329,866)	(18,563)	4,174	----	(4,431)	(989)	(349,674)
	(1,068,191)	**(86,697)**	**72,539**	**--**	**(16,015)**	**(28,413)**	**(1,126,777)**
Impairment losses	(2,078)	(1,112)	687	—	----	104	(2,399)
Net carrying amount	**261,320**	**27,228**	**(9,091)**	**(815)**	**2,835**	**5,294**	**286,770**

The movements in 2022 are as follows:

(Thousands of euros)	Balance at January 1, 2022	Additions	Derecognitions	Transfers (Note 6.1)	Business combinations	Currency translation differences	Balance at December 31, 2022
Cost							
Land and buildings	93,677	561	(1,332)	1,343	10	1,595	95,853
Technical installations	143,582	4,480	(3,535)	1,123	385	(753)	145,282
Machinery	563,509	49,790	(61,561)	6,205	3,254	9,884	571,080
Data processing equipment	76,503	5,091	(2,570)	918	780	909	81,631
Transport equipment	3,582	220	(244)	52	45	63	3,718
Other installations, tools, furniture, and other PP&E	388,930	12,078	(3,235)	2,367	785	12,619	413,543
Property, plant and equipment under construction	11,982	22,445	582	(14,365)	---	(162)	20,482
	1,281,765	**94,664**	**(71,895)**	**(2,359)**	**5,259**	**24,155**	**1,331,589**
Depreciation							
Buildings	(47,468)	(6,071)	830	—	—	(1,707)	(54,416)
Technical installations	(108,000)	(9,828)	3,105	186	(343)	552	(114,328)
Machinery	(480,533)	(50,208)	49,242	312	(2,999)	(8,251)	(492,438)
Data processing equipment	(71,097)	(3,993)	1,106	(89)	(518)	568	(74,022)
Transport equipment	(3,064)	(188)	63	—	(31)	98	(3,122)
Other installations, tools, furniture, and other PP&E	(302,233)	(18,969)	2,617	(409)	(694)	(10,178)	(329,866)
	(1,012,395)	**(89,257)**	**56,962**	**(0)**	**(4,584)**	**(18,917)**	**(1,068,191)**
Impairment losses	(2,561)	(471)	1,175	—	---	(221)	(2,078)
Net carrying amount	**266,809**	**4,936**	**(13,758)**	**(2,359)**	**675**	**5,016**	**261,320**

The column “Additions” in 2024 mainly includes investments in assets in Spain (47,086 thousand euros), Colombia (9,864 thousand euros), and Panama (12,047 thousand euros) mainly to renovate some already-installed halls and machines, and additions of property, plant and equipment under construction amounting to 30,004 thousand euros as a result of the renovation and expansion of casinos, mainly in Latin American countries.

The column “Additions" in 2023 mainly includes investments in assets in Spain (36,750 thousand euros), Colombia (10,856 thousand euros), and Panama (14,372 thousand euros) mainly to renovate some already-installed halls and machines, and additions of property, plant and equipment under construction amounting to 32,221 thousand euros as a result of the renovation and expansion of casinos, mainly in Latin American countries.

Additions in 2022 also included 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 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.

The column “Disposals” in 2024, 2023 and 2022 includes sales of several assets and other disposals, basically due to the replacement of slot machines, which resulted in profit of 465 thousand euros (profit of 708 thousand euros in 2023 and 934 thousand euros in 2022).

The column “Business combinations” for the years 2024, 2023 and 2022 shows the effect of business combinations (Note 4), which overall amounted to a gross value of 22,589 thousand euros and accumulated depreciation of 11,832 thousand euros (gross value of 18,850 thousand euros and accumulated depreciation of 16,015 thousand euros in 2023 and gross value of 5,259 thousand euros and accumulated depreciation of 4,584 thousand euros in 2022).

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 2024, 2023 and 2022 amounts to 40,414, 33,467 and 44,778 thousand euros, respectively.

7.3 Assets used as guarantees

Several property, plant and equipment items, whose net value at December 31, 2024, 2023 and 2022 was 334, 341 and 348 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 1,182 thousand euros at December 31, 2024 (1,763 thousand euros at December 31, 2023 and 1,459 thousand euros at December 31, 2022).

7.5 Assets located outside of Spain

The net value of the assets located outside of Spain amounts to 169,126 thousand euros at December 31, 2024 (150,180 thousand euros at December 31, 2023 and 131,650 thousand euros at December 31, 2022).

7.6 Investment commitments

Firm investment commitments amount to 6,420 thousand euros at December 31, 2024 (3,862 thousand euros at December 31, 2023 and 3,388 thousand euros at December 31, 2022).

7.7 Other installations, tools, furniture, and other PP&E

The main assets included in “Other installations, tools, furniture, and other PP&E” mostly correspond to air-conditioning equipment, necessary equipment for energy consumption, office furniture and gaming, casino, bingo and hall furniture.

8. INVESTMENTS IN ASSOCIATES

This heading includes the following investments at December 31, 2024:

(Thousands of euros)	Book value of the investment (*)	Assets	Liabilities	Operating revenue	Profit/(loss) for the year
AOG, S.R.L.	6,566	23,455	22,698	45,229	334
Unión de Operadores Reunidos, S.A.	20,504	22,212	3,213	25,878	8,314
Other	3,597	33,178	22,623	55,591	3,787
	30,667	**78,845**	**48,535**	**126,698**	**12,434**

(*) The Appendix includes the ownership percentages held in each of the companies.

This heading includes the following investments at December 31, 2023:

(Thousands of euros)	Book value of the investment (*)	Assets	Liabilities	Operating revenue	Profit/(loss) for the year
AOG, S.R.L.	6,982	22,759	23,228	64,316	(470)
Unión de Operadores Reunidos, S.A.	19,722	18,068	1,717	23,907	5,103
Other	965	30,394	20,550	49,407	2,948
	27,670	**71,221**	**45,495**	**137,629**	**7,581**

(*) The Appendix includes the ownership percentages held in each of the companies.

This heading includes the following investments at December 31, 2022:

(Thousands of euros)	Book value of the investment (*)	Assets	Liabilities	Operating revenue	Profit/(loss) for the year
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**

(*) The Appendix includes the ownership percentages held in each of the companies.

The associates accounted for using the equity method had no contingent liabilities or capital commitments at December 31, 2024, 2023 and 2022.

The annual variation in the year 2024 in the "Investments in associates" caption is as follows:

(Thousands of euros)	AOG, S.R.L.	Unión de Operadores Reunidos, S.A.	Other	Total
Balance at January 1	6,982	19,722	965	27,670
Dividends	—	(3,100)	(1,050)	(4,150)
Share in profit/(loss) for the period	3,881	(416)	3,681	7,147
Balance at December 31, 2024	**10,864**	**16,206**	**3,597**	**30,667**

The annual variation in the year 2023 in the "Investments in associates" caption is as follows:

(Thousands of euros)	AOG, S.R.L.	Unión de Operadores Reunidos, S.A.	Other	Total
Balance at January 1	7,217	23,421	1,209	31,847
Dividends	—	(6,250)	(2,874)	(9,124)
Share in profit/(loss) for the period	(235)	2,551	2,630	4,947
Balance at December 31, 2023	6,982	19,722	965	27,670

The annual variation in the year 2022 in the "Investments in associates" caption is as follows:

(Thousands of euros)	AOG, S.R.L.	Unión de Operadores Reunidos, S.A.	Other	Total
Balance at January 1	7,991	20,985	752	29,728
Dividends	—	—	—	—
Share in profit/(loss) for the period	(1,358)	2,142	1,335	2,119
Balance at December 31, 2022	6,633	23,127	2,087	31,847

The transactions carried out during the period between the above-listed companies and the companies accounted for using the full consolidation method are not relevant.

9. FINANCIAL ASSETS

At December 31, 2024 this caption consists of the following balances:

	12.31.2024		
(Thousands of euros)	**Non-current**	**Current**	**Total**
Financial assets at amortized cost			
Joint ventures and associates	—	2,660	2,660
Loans to third parties	30,175	—	30,175
Guarantees and deposits	10,965	18,192	29,157
Fixed income securities and deposits	—	10,356	10,356
Trade and other receivables	—	184,490	184,490
Other (*)	8,517	2,540	11,057
	49,656	218,238	267,895
Impairment losses	(268)	(33,572)	(33,841)
	49,388	**184,666**	**234,054**

(*) "Other" includes non-current prepaid expenses and financial investments.

At December 31, 2023 this caption consists of the following balances:

	12.31.2023		
(Thousands of euros)	**Non-current**	**Current**	**Total**
Financial assets at amortized cost			
Joint ventures and associates	1,469	2,313	3,782
Loans to third parties	26,714	—	26,714
Guarantees and deposits	16,796	16,124	32,920
Fixed income securities and deposits	—	1,434	1,434
Trade and other receivables	—	163,873	163,873
Other (*)	10,625	3,181	13,806
	55,604	186,925	242,529
Impairment losses	(1,853)	(30,555)	(32,408)
	53,751	**156,370**	**210,121**

(*) “Other” includes non-current prepaid expenses as well as financial investments in related parties.

At December 31, 2022 this caption consists of the following balances:

	12.31.2022		
(Thousands of euros)	**Non-current**	**Current**	**Total**
Financial assets at amortized cost			
Joint ventures and associates	870	1,750	2,620
Loans to third parties	29,518	—	29,518
Guarantees and deposits	11,327	15,050	26,377
Fixed income securities and deposits	—	8,166	8,166
Trade and other receivables	—	138,508	138,508
Other (*)	10,383	1,038	11,421
	52,098	164,512	216,610
Impairment losses	(2,806)	(33,772)	(36,578)
	49,292	**130,740**	**180,032**

(*) “Other” includes non-current prepaid expenses as well as financial investments in related parties.

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, amounting to 268 thousand euros at December 31, 2024, 1,853 thousand euros at December 31, 2023 and 2,806 thousand euros at December 31, 2022, mainly relates to loans to third parties, whereas the amount of impairment losses on current financial assets mainly relates to trade and other receivables (30,842, 28,933 and 32,315 thousand euros at December 31, 2024, 2023 and 2022, respectively). The remainder of the current assets balance amounting to 2,730 thousand euros corresponds to impairment losses on loans granted to third parties (1,622 thousand euros at December 31, 2023 and 1,457 thousand euros at December 31, 2022).

The book value of this caption is denominated in the following currencies:

(Thousands of euros)	**2024**	**2023**	**2022**
Euro	179,563	168,012	119,678
US dollar	18,580	19,046	18,879
Colombian peso	627	800	14,393
Mexican peso	18,555	16,258	19,851
Peruvian sol	7,032	2,151	4,981
Costa Rican colon	2,792	1,589	1,410
Dominican peso	2,051	982	39
Moroccan dirham	4,854	1,283	801
	234,054	**210,121**	**180,032**

9.1 Balances with joint ventures and associates

Balances with joint ventures and associates

This caption breaks down as follows:

(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022
Participation loans	—	1,469	870
Trade transactions with associates	2,660	2,313	1,750
	2,660	**3,782**	**2,620**

(*) 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)	12.31.2024	12.31.2023	12.31.2022
Within 1 year	2,660	2,313	1,750
Between 1 and 2 years	—	1,469	—
Between 2 and 3 years	—	—	870
Between 3 and 4 years	—	—	—
Between 4 and 5 years	—	—	—
	2,660	**3,782**	**2,620**

The average interest rate of these assets in 2024 was 0.5% (0.5% in 2023 and 2022).

9.2 Loans to third parties

The breakdown of non-current loans to third parties is as follows:

(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022
Loan against shares as collateral granted for the acquisition of a 49% interest in a casino in Morocco at an interest rate of 1%.	2,207	2,185	2,150
Non-current prepayments to suppliers	3,549	3,076	3,794
Non-current loans to employees	1,973	—	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%.	5,977	6,298	7,179
Accounts receivable from the industrial division.	934	997	1,946
Other	15,535	14,158	12,634
	30,175	**26,714**	**29,518**

The “Other” heading mainly includes funds deposited in external financial institutions in connection with labor laws in Panama (Fondo Profuturo) and Italy (TFR).

The breakdown of maturity dates for non-current loans to third parties is as follows:

(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022
Between 1 and 2 years	17,487	13,436	15,769
Between 2 and 3 years	2,610	3,240	3,191
Between 3 and 4 years	4,776	3,980	2,546
Between 4 and 5 years	1,965	1,986	3,485
More than 5 years	3,336	4,072	4,527
	30,175	**26,714**	**29,518**

9.3 Trade and other receivables

This caption consists of the following balances:

(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022
Trade receivables	80,060	63,084	54,308
Impairment losses	(30,842)	(28,933)	(32,315)
Public administrations	45,972	39,769	29,198
Other accounts receivable	58,458	61,020	55,002
	153,648	**134,940**	**106,193**

The “Trade receivables” heading mainly refers to accounts receivable related to the B2B activity of the Group (sale of slot machines in Spain) amounting to 30,908 thousand euros at December 31, 2024 (23,800 thousand euros at 2023 year end and 23,425 thousand euros at 2022 year end) and accounts receivable from the owners of AWP slot machines connected to Cirsa Italy’s network that include gaming taxes paid and the network connection fee amounting to 36,822 thousand euros at December 31, 2024 (28,764 thousand euros at 2023 year end and 20,014 thousand euros at 2022 year end).

“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)	2024	2023	2022
Balance at January 1	30,555	33,772	32,115
Net charges for the year	7,453	1,474	4,730
Reversal for the year	(4,568)	(4,929)	(3,617)
Additions of companies	132	238	544
Balance at December 31	**33,572**	**30,555**	**33,772**

The Group has established credit periods between 90 and 150 days, while the average collection period is approximately of 120 days at December 31, 2024 (120 days at December 31, 2023 and 2022).

9.4 Other current assets

This heading mainly includes accruals of sponsorships and other unaccrued expenses.

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.

For companies in ramp up, the Group's vision is to make 7-year projections since this is when the business's future cash flows stabilize and it is considered that the maturation period for this type of business is not so short.

The assumptions considered in the estimation of cash flows over more than 5 years are considered reliable, based on growth shown in a leading consulting firm in market information, intelligence and customized consulting in the gaming industry.

Additionally, the Group has many years of experience in the acquisition of companies and post-acquisition development.

Projection for the first year considers the detailed operating plan approved by the Board, for each business unit for the year 2025, adjusted, where appropriate, for 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.

Revenue growth rates used for the projections that the impairment tests are based on are mainly substantiated on historical evolution of revenue for each cash-generating unit. Retail units, that is, the units with no online component, have historically shown annual organic growth close to 4% (lower growth has been estimated for the CGUs Slots Spain and Italy), while online or digital units have shown organic growth close to 7.5%.

A second factor for determining future evolution of revenue is game penetration by country. Data from external sources is used to determine game penetration measured as game expenditure per inhabitant. Expenditure per inhabitant in Latin America is 72% less than in Spain and expenditure per inhabitant in Spain is 36% less than expenditure in the United Kingdom, which is the country used as reference of potential expenditure per inhabitant.

Other factors used to determine the evolution of the different indicators used in the projections are expected evolution of GDP and inflation in each country. Additionally, actions aimed at enhancing efficiency (such as streamlining bar routes for collection agents so that they only collect cash from machines when they are full, which is achieved by connecting machines in real time) are considered in line with historical efficiencies.

For the years 2026 to 2028 the best estimate of business performance projections is considered. These projections are based on measures implemented to increase future revenue, such as actions aimed at maximizing customer loyalty or benefiting from economies of scale and continue with the efficiency and productivity plans already in place.

Our strategic plan is based on organic revenue growth of approximately 4%. This growth varies depending on the market and geographic area. This forecast is consistent with the projections provided to us by a leading renowned consulting firm in the gaming industry, which forecast 6% growth in the gaming market in our main geographic areas (data have been provided for all countries except for Morocco, Dominican Republic and Costa Rica, which accounted for slightly over 7% of EBITDA in 2024). In any case, our strategic plan is rather conservative at an organic level. Additionally, our strategic plan includes expansion investments through M&A that are not included in the financial projections.

The rate used to discount cash flows corresponds to the weighted average cost of capital, calculated for each cash-generating 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 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 fixed interest of the Group's latest note issue in January 2024 (6.5%).

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 (obtained from the most recent World Economic Outlook of the International Monetary Fund - IMF); that is, growth in real terms is not considered. The growth rates applied are disclosed further below. 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 2025.

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 cash-generating units are determined based on the segment-country. The breakdown thereof is as follows:

- Slots Spain
- Slots Italy
- Casinos Spain
- Casinos Panama
- Casinos Colombia
- Casinos Mexico
- Casinos Dominican Republic
- Casinos Peru
- Casinos Costa Rica
- Casinos Morocco
- Online gaming and betting Spain
- Online gaming and betting Mexico
- Online gaming and betting Italy
- Online gaming and betting Peru
- Online gaming and betting Portugal

Impairment test

At December 31, 2024, a value in use has been determined using cash flow projections in the Group's operating and strategic plans for a period of four years. As from the fourth year, a terminal value has been determined using a perpetual annuity with a constant growth rate.

The growth rates are detailed in "Key assumptions" below.

Key assumptions

Budgeted net revenue from variable leases– the basis for determining the value allocated to budgeted net revenue from variable leases is the average of the net revenue obtained in the year, increased by the evolution of growth parameters in activity in the several markets. The main assumptions that substantiate the operational and strategic plans focus on the estimate of growth trends in the several market and the evolution of each CGU's operating costs. These estimates are based on experience and knowledge of how the markets in which the Group operates behave, and on macroeconomic indicators that reflect present and future circumstances for each area. Additionally, the Group considers detailed action plans including drivers of growth with an impact on revenue, such as recurring programs for replacing machines or furniture, which are scheduled based on recurring and regular past actions.

From year five onwards projections are extrapolated using a growth rate similar to the growth rate equivalent to expected inflation.

Increase in operating expenses (cost of sales, personnel expenses, gaming taxes and utilities and external services) - the basis for determining the value allocated to the increase in costs is the price index expected for future years 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. Cost optimization plans based on efficiency and productivity measures are also considered.

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 based on the expected growth rate of inflation in each country.

The discount rates used for each country comprising the several CGUs are as follows:

Cash-generating unit	Pre-tax discount rate		
	2024	2023	2022
Slots Spain	8.20%	7.49%	7.20%
Slots Italy	8.60%	7.60%	7.40%
Casinos Spain	8.20%	7.49%	7.20%
Casinos Panama	8.00%	8.29%	8.00%
Casinos Colombia	13.50%	7.98%	7.70%
Casinos Mexico	14.10%	7.82%	7.50%
Casinos Dominican Republic	12.90%	10.98%	10.60%
Casinos Peru	11.10%	7.59%	7.30%
Casinos Costa Rica	11.60%	10.25%	10.00%
Casinos Morocco	9.50%	8.15%	8.00%
Online gaming and betting Spain	8.20%	7.49%	7.20%
Online gaming and betting Mexico	14.10%	7.82%	7.50%
Online gaming and betting Italy	8.60%	7.60%	7.40%
Online gaming and betting Peru	11.10%	-	-
Online gaming and betting Portugal	7.00%	-	-

The growth rates used for each country comprising the several CGUs are as follows:

Cash-generating unit	Growth rate		
	2024	2023	2022
Slots Spain	1.70%	1.70%	1.89%
Slots Italy	2.00%	2.00%	2.02%
Casinos Spain	1.70%	1.70%	1.89%
Casinos Panama	2.00%	2.00%	2.00%
Casinos Colombia	3.00%	3.02%	2.99%
Casinos Mexico	3.00%	3.00%	3.09%
Casinos Dominican Republic	3.97%	4.02%	4.03%
Casinos Peru	2.52%	2.52%	2.52%
Casinos Costa Rica	3.50%	3.50%	3.50%
Casinos Morocco	2.09%	2.38%	2.00%
Online gaming and betting Spain	1.70%	1.70%	1.89%
Online gaming and betting Mexico	3.00%	3.00%	3.50%
Online gaming and betting Italy	2.00%	2.00%	2.00%
Online gaming and betting Peru	2.52%	-	-
Online gaming and betting Portugal	2.50%	-	-

Test results

As a result of the impairment tests on goodwill, an adjustment of 9,000 thousand euros has been recorded in 2024 corresponding to the Online gaming and betting Mexico cash-generating unit (zero thousand euros in 2023).

2024

CGU	Goodwill	Other intangible assets	Installation rights from business combinations	Brand	Customer portfolio	Property, plant and equipment	Book value
Slots Spain	520,313	137,316	71,082	—	—	71,038	799,749
Slots Italy	60,458	9,312	41,650	—	—	7,659	119,079
Casinos Spain	112,102	502	76,006	—	—	33,309	221,919
Casinos Panama	249,562	18,677	311,298	—	—	47,584	627,121
Casinos Colombia	141,994	2,565	2,165	—	—	40,872	187,596
Casinos Mexico	129,325	11,673	85,866	—	—	43,301	270,165
Casinos Dominican Republic	21,720	1,460	3,534	—	—	9,741	36,455
Casinos Peru	23,411	246	(2,148)	—	—	3,633	25,142
Casinos Costa Rica	15,785	1,477	18,746	—	—	9,526	45,533
Casinos Morocco	12,845	5,369	4,198	—	—	5,728	28,140
Online gaming and betting Spain	39,615	15,489	9,220	36,024	5,717	21,917	127,982
Online gaming and betting Italy	44,474	390	15,275	12,387	20,196	1,001	93,723
Online gaming and betting Mexico	7,299	2,737	—	3,248	—	81	13,365
Online gaming and betting Peru	139,313	7,729	—	19,850	35,556	5,483	207,931
Online gaming and betting Portugal	25,343	833	—	3,845	4,462	28	34,511
	1,543,559	**215,775**	**636,891**	**75,354**	**65,931**	**300,901**	**2,838,410**

2023

CGU	Goodwill	Other intangible assets	Installation rights from business combinations	Brand	Customer portfolio	Property, plant and equipment	Book value
Slots Spain	520,313	121,982	63,815	—	—	66,272	772,382
Slots Italy	60,458	15,239	46,664	—	—	6,776	129,137
Casinos Spain	112,102	518	84,485	—	—	32,424	229,529
Casinos Panama	235,623	17,566	299,480	—	—	37,756	590,426
Casinos Colombia	144,962	1,435	37,671	—	—	44,084	228,152
Casinos Mexico	149,111	16,611	128,903	—	—	43,848	338,473
Casinos Dominican Republic	21,500	1,872	7,049	—	—	8,363	38,784
Casinos Peru	22,110	235	(212)	—	—	5,050	27,183
Casinos Costa Rica	14,323	69	17,705	—	—	8,675	40,772
Casinos Morocco	12,353	6,608	9,144	—	—	3,836	31,941
Online gaming and betting Spain	39,615	13,809	13,757	36,024	7,129	26,927	137,261
Online gaming and betting Italy	44,474	—	8,500	13,286	26,856	767	93,883
Online gaming and betting Mexico	18,827	5,401	—	5,891	—	70	30,189
Online gaming and betting Peru	—	—	—	—	—	—	—
Online gaming and betting Portugal	—	—	—	—	—	—	—
	1,395,771	**201,181**	**716,961**	**55,201**	**33,985**	**284,848**	**2,687,947**

2022

CGU	Goodwill	Other intangible assets	Installation rights from business combinations	Brand	Customer portfolio	Property, plant and equipment	Book value
Slots Spain	520,313	110,015	54,650	—	—	65,496	750,473
Slots Italy	60,458	5,565	6,035	—	—	7,799	79,857
Casinos Spain	112,102	—	88,803	—	—	30,668	231,573
Casinos Panama	243,978	12,911	335,885	—	—	34,737	627,521
Casinos Colombia	119,772	1,569	33,725	—	—	27,716	182,783
Casinos Mexico	134,403	6,174	125,752	—	—	34,698	301,027
Casinos Dominican Republic	22,974	2,500	12,547	—	—	8,153	46,175
Casinos Peru	22,302	596	3,372	—	—	5,763	32,032
Casinos Costa Rica	12,666	15	16,301	—	—	7,851	36,832
Casinos Morocco	12,119	3,939	12,745	—	—	2,001	30,084
Online gaming and betting Spain	39,615	11,949	18,418	36,024	8,540	32,091	46,638
Online gaming and betting Italy	26,541	467	3,755	10,425	23,849	253	65,289
Online gaming and betting Mexico	16,948	31	—	7,353	—	74	24,587
Online gaming and betting Peru	—	—	—	—	—	—	—
Online gaming and betting Portugal	—	—	—	—	—	—	—
	1,344,192	**154,034**	**713,684**	**53,984**	**32,389**	**257,300**	**2,555,582**

The recoverable amount of each CGU is determined based on the value in use, which is calculated based on a level 3 methodology according to the hierarchy established in IFRS 13.

Sensitivity analysis in key assumptions

Even though reasonably possible changes do not entail any impairment in most CGUs, the Group conducts a sensitivity analysis through illustrative changes in the key assumptions considered in said calculation. Said illustrative changes are considered prudential and are homogeneous over time.

The Group performs a sensitivity analysis of the calculation of impairment by applying reasonable changes in the key assumptions considered in the calculation. For CGUs and groups of CGUs the following variations have been applied, keeping the values of all other assumptions constant.

They are as follows:

• Decrease of 100 basis points for retail and 200 basis points for online in perpetual EBITDA margin (EBITDA).

• Perpetual growth rate – Decrease of 100 basis points (g)

• Discount rate – Increase of 150 basis points (WACC)

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 revenue or difficulties in selling at expected prices.
- Change in habits and attitudes of users, and other elements specific to each division.

As a result of the sensitivity analysis performed, impairment adjustments should be made in the following cases:

In 2024 an impairment adjustment should be made to the CGU Online Gaming and Betting Mexico, for EBITDA Margin and discount rate, amounting to 3,514 and 1,551 thousand euros, respectively.

As for 2023, an impairment adjustment should be made to the CGU Slots Italy, for EBITDA Margin, discount rate and growth rate, amounting to 5,153, 32,212 and 20,040 thousand euros, respectively.

Lastly in 2022, an impairment adjustment should be made to the CGUs Casinos Spain, for EBITDA Margin, discount rate and growth rate, amounting to 14,545, 101,923 and 66,211 thousand euros respectively, Casinos Peru, for EBITDA Margin, discount rate and growth rate, amounting to 2,301, 4,259 and 2,333 thousand euros, respectively and Casinos Costa Rica, for EBITDA Margin, discount rate and growth rate, amounting to 1,725, 5,963 and 3,484 thousand euros, respectively.

11. INVENTORIES

The breakdown of inventories by category, net of impairment, is as follows:

(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022
Raw and auxiliary materials	4,983	6,128	10,171
Spare parts and others	6,559	8,167	8,815
Finished goods	213	516	380
Work in progress	1,581	1,374	1,391
Prepayments to suppliers	1,290	466	851
	14,625	**16,651**	**21,608**

The “Raw and auxiliary materials” heading mainly corresponds to the manufacture and marketing of slot machines carried out by Group companies.

The “Spare parts and others” heading mostly relates to spare parts for slot machines and game tables.

The balance of inventories is shown net of impairment loss. Movements in the impairment loss allowance are as follows:

(Thousands of euros)	2024	2023	2022
Balance at January 1	3,376	2,545	2,845
Net charges for the year	2,195	2,224	1,196
Write-offs	(1,616)	(1,393)	(1,496)
Balance at December 31	**3,955**	**3,376**	**2,545**

Write-offs for the years correspond to the destruction of several inventories from the Group’s B2B activities.

12. CASH AND CASH EQUIVALENTS

For consolidated cash-flow statement purposes, cash and cash equivalents include the following items:

(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022
Cash	91,457	72,370	56,007
Current accounts	124,197	104,544	112,997
Deposits under 3 months	3	30,002	1
Cash in hoppers (*)	40,437	44,236	44,374
	256,094	**251,152**	**213,379**

(*) Cash deposited in slot, exchange and similar machines.

These assets are unrestricted and earn market interest rates.

The book value of this caption is denominated in the following currencies:

(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022
Euro	171,443	168,232	150,171
US dollar	23,478	27,396	25,396
Colombian peso	16,342	20,825	9,466
Mexican peso	6,187	9,462	7,325
Peruvian sol	18,537	2,760	1,912
Costa Rican colon	1,777	1,510	1,405
Dominican peso	3,171	5,136	3,716
Moroccan dirham	15,160	15,831	13,988
	256,094	**251,152**	**213,379**

13. EQUITY

13.1 Subscribed capital and share premium

At December 31, 2024, 2023 and 2022 the Parent Company's subscribed 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. During the years, 2024, 2023 and 2021, the share premium was refunded for an amount of 230,916 thousand euros, 18,575 thousand euros and 210 thousand euros, respectively (Note 21). The Sole Owner 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 revolving credit facility (Note 15) and of the corporate notes issued (Note 14). In the event that shares are admitted to trading, this guarantee will be cancelled.

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, 2024, 2023 and 2022 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:

	Balance in statement of financial position			Share in profit/(loss)		
(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022	12.31.2024	12.31.2023	12.31.2022
Casinos	73,378	73,776	84,635	11,557	14,815	12,824
Slots Spain	13,826	8,926	12,165	11,229	10,923	8,447
Slots Italy	1,859	952	13	907	940	927
Online gaming & betting	37,974	20,711	18,996	8,003	5,288	828
	127,037	**104,365**	**115,809**	**31,696**	**31,966**	**23,026**

The inter-annual variation of balances in the consolidated statement of financial position is as follows:

(Thousands of euros)	2024	2023	2022
Balance at January 1	104,365	115,809	97,399
Share in profit/(loss) for the year	31,696	31,966	23,026
Exchange gains (losses)	4,951	(5,892)	1,857
Net impact due to business combinations (Note 4)	6,381	4,288	20,498
Dividends paid	(19,791)	(41,481)	(24,556)
Other disposals	(565)	(325)	(2,415)
Balance at December 31	**127,037**	**104,365**	**115,809**

The movements in 2024, 2023 and 2022 correspond to the share in profit/(loss) of companies in which non-controlling interest is held, to dividends paid, impact of currency translation differences and to additions/disposals due to changes in scope.

The table below shows the financial data at December 31, 2024 related to the main non-controlling interests:

Percentage of non-controlling interest	WINNER GROUP, S.A	E-PLAY 24 ITA LIMITED
(Thousands of euros)	49.99%	40.00%
Statement of financial position disclosures		
Non-current assets	76,200	46,172
Current assets	17,059	43,864
Total assets	93,259	90,036
Current liabilities	(23,085)	(66,317)
Non-current liabilities	(15,885)	(5,073)
Equity	(54,288)	(18,646)
Total liabilities	(93,258)	(90,036)
Income statement disclosures		
Revenue	150,158	210,265
Profit for the year	**25,791**	**18,324**
Consolidated profit allocated to non-controlling interests	**12,276**	**6,514**

13.4 Currency translation differences

The balance of this heading, by currency, is as follows:

(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022	12.31.2021
Colombian peso	(78,592)	(46,554)	(96,194)	(61,043)
US dollar	67,910	24,168	42,401	(4,400)
Mexican peso	(10,492)	51,065	14,936	(10,578)
Dominican peso	10,817	9,855	(920)	(4,900)
Peruvian sol	(177)	(9,975)	(9,723)	(14,273)
Costa Rican colon	10,128	2,641	(1,163)	(5,072)
Moroccan dirham	3,112	146	(320)	1,101
Balance at December 31	**2,706**	**31,346**	**(50,982)**	**(99,164)**

14. CORPORATE NOTES

The breakdown of the issuance of Group notes carried out by the Luxembourgian company Cirsa Finance International S.à.r.l, is as follows:

Issue date	Initial nominal amount (M)	Currency	Maturity	Quoted price at 12.31.2024	Interest rate	Balance in statement of financial position		
						12.31.2024	12.31.2023	12.31.2022
July 2018	663	EUR	December 2023	—	6.250%	—	—	159,336
May 2019	390	EUR	May 2025	—	4.750%	—	388,473	387,009
August 2019	490	EUR	September 2025	—	3m Euribor + 3.625%	—	—	487,775
September 2021	615	EUR	March 2027	99.76%	4.500%	619,702	618,175	616.650
October 2022	425	EUR	November 2027	105.74%	10.375%	385,794	425,442	415.666
July 2023	375	EUR	July 2028	105.95%	7.875%	373,535	371,891	—
July 2023	325	EUR	July 2028	101.59%	3m Euribor + 4.500%	323,720	322,811	—
January 2024	450	EUR	March 2029	105.62%	6.500%	450,970	—	—
January 2024	200	EUR	July 2028	101.59%	3m Euribor + 4.500%	202,333	—	—
						2,356,054	**2,126,792**	**2,066,436**

On January 30, 2024, two additional corporate notes were issued, amounting to 450 and 200 million euros. These funds were partially used to redeem prior issues (specifically the whole issue carried out in May 2019 and a portion –42.5 million euros– of the issue carried out in October 2022).

The October 2022 issue was made below par at 98.105%, the July 2023 floating rate note issue was made below par at 98% and the January 2024 floating rate note issue was made above par at 101.25%. All other issues were made at par.

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, 2024 the Parent Company's Directors consider that all contractual obligations have been met.

Under IFRS 13 the Group's notes have been measured at an unadjusted quoted price (Level 1).

The following companies act as guarantors of operations in the note issue allocations:

Cirsa Enterprises, S.A.(*)	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.	
Miky, S.L.	Eleval Electrónicos Valencia, S.A.U.

(*) Parent guarantor of the notes.

(**) Issuer of the notes

The guarantees given are a joint and several personal guarantee secured by a pledge of shares as collateral.

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.A. as the borrower.

Accrued interest payable at December 31, 2024 amounts to 37,384 thousand euros (31,022 thousand euros at December 31, 2023 and 15,960 thousand euros at December 31, 2022). Finance interest accrued in 2024 on the corporate notes amounts to 167,044 thousand euros (138,158 thousand euros in 2023 and 103,698 thousand euros in 2022). At December 31, 2024 total costs incurred in these transactions, once the nominal amount thereof has been deducted, amount to 28,830 thousand euros (34,230 thousand euros at December 31, 2023 and 29,524 thousand euros at December 31, 2022).

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 par (97.75%), with a semi-annually payable coupon of 6.25% per annum, maturing in December 2023. At December 31, 2022 the outstanding nominal amount of the issue was 160 million euros.

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 could 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 could 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 on July 2, 2018 for an amount of 500 million US dollars; (iii) to redeem a portion (100 million euros) of the corporate notes issued on July 2, 2018 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 par (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 (403 million euros) 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.

NOTES ISSUED ON JULY 5, 2023

On July 5, 2023, Cirsa Finance International, S.à.r.l completed the issue of two corporate senior notes guaranteed by Cirsa Enterprises, S.L., as the parent guarantor of the notes, one of them for an aggregate amount of 375 million euros, which were fully issued at par, with a semi-annually payable coupon of 7.875% per annum, maturing in July 2028, and another one for an amount of 325 million euros, which was fully issued below par (98.00%), with a floating quarterly payable coupon at a rate of three-month EURIBOR plus 450 basis points per annum, reset quarterly, maturing in July 2028.

The proceeds from the issuances of the notes were used: (i) to redeem the outstanding amount (160 million euros) of the notes issued on July 2, 2018 at 6.25% maturing in December 2023; (ii) to fully redeem (490 million euros) the notes issued on May 22, 2019 at Euribor + 3.625% maturing in September 2025; (iii) to pay accrued and unpaid interest on the corporate notes maturing in December 2023 and September 2025; and to pay the costs, expenses and fees related to the redemptions and issue of new corporate notes, and (iv) for general corporate purposes.

The Group may early redeem the note issues 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 July 19, 2025, at the established redemption prices; (ii) prior to July 19, 2025, 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 July 19, 2025, 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 July 19, 2025, 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.

NOTES ISSUED ON January 30, 2024

On January 30, 2024, Cirsa Finance International, S.à.r.l completed the issue of two corporate senior notes guaranteed by Cirsa Enterprises, S.A., as the parent guarantor of the notes, one of them for an aggregate amount of 450 million euros, which were fully issued at par, with a semi-annually payable coupon of 6.5% per annum, maturing in March 2029, and the other one is a tap issue of the floating rate note issued in July 2023 for an amount of 200 million euros, which was fully issued above par (101.25%).

The proceeds from the issuances of the notes were used: (i) to fully redeem the amount of the notes issued on May 22, 2019 at 4.75% per annum maturing in May 2025; (ii) to be distributed to its sole owner, through the refund of the share premium (200 million euros) to partially redeem the PIK notes issued by the Group of the sole owner on September 25, 2019 at 7.25% / 8.0% per annum maturing in October 2025; (iii) to partially redeem (42.5 million euros) the notes issued on October 26, 2022 at 10.375% per annum maturing in November 2027; (iv) to pay accrued and unpaid interest on the corporate notes maturing in May 2025, October 2025 and November 2027; and to pay the costs, expenses and fees related to the redemptions and issue of new corporate notes, and (v) for general corporate purposes.

15. BANK BORROWINGS

The breakdown of bank borrowings at December 31, 2024 is as follows:

	12.31.2024		
(Thousands of euros)	**Non-current**	**Current**	**Total**
Loans secured by mortgage guarantee	5	22	27
Other loans	26,125	16,595	42,720
RCF	—	—	—
Finance lease arrangements	365	1,320	1,686
Credit and discount lines	—	6,713	6,713
	26,495	**24,650**	**51,145**

The breakdown of bank borrowings at December 31, 2023 is as follows:

	12.31.2023		
(Thousands of euros)	**Non-current**	**Current**	**Total**
Loans secured by mortgage guarantee	22	18	40
Other loans	36,309	16,977	53,286
RCF	—	—	—
Finance lease arrangements	251	767	1,018
Credit and discount lines	—	6,176	6,176
	36,582	**23,938**	**60,520**

The breakdown of bank borrowings at December 31, 2022 is as follows:

	12.31.2022		
(Thousands of euros)	**Non-current**	**Current**	**Total**
Loans secured by mortgage guarantee	—	19	19
Other loans	27,668	18,588	46,256
RCF	—	68,074	68,074
Finance lease arrangements	545	435	980
Credit and discount lines	—	9,280	9,280
	28,213	**96,396**	**124,609**

Average interest rates accrued by these borrowings are as follows:

	Percentage		
	12.31.2024	12.31.2023	12.31.2022
Loans	5.20%	5.46%	3.50%
Finance lease arrangements	9.96%	6.12%	6.01%
Credit and discount lines	5.00%	5.27%	3.70%

The annual maturity date of these liabilities is as follows:

(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022
Within 1 year	24,650	23,938	96,396
Between 1 and 2 years	19,232	14,554	11,872
Between 2 and 3 years	4,025	18,435	8,639
Between 3 and 4 years	1,256	3,593	5,548
Between 4 and 5 years	697	—	2,033
More than 5 years	1,285	—	121
	51,145	**60,520**	**124,609**

At December 31, 2024 part of these liabilities, equal to 2,291 thousand euros, is denominated in US dollars (798 thousand euros at December 31, 2023 and 946 thousand euros at December 31, 2022).

The most significant bank borrowings include, among others:

- The debt held by Cirsa Gaming Corporation, S.A. amounting to 15,300 thousand euros at December 31, 2024 (18,000 thousand euros in December 2023 and zero thousand euros at December 31, 2022), which corresponds to a loan taken out with Mediobanca and maturing in June 2026.

- The debt held by Cirsagest, SpA amounting to 3,437 thousand euros at December 31, 2024, 4,813 thousand euros in December 2023 and 5,500 thousand euros in December 2022, which corresponds to a loan taken out with Solution Bank, SpA and maturing in June 2027.

- The debt held by Orlando Play, S.A. amounting to 2,754 thousand euros at December 31, 2024 (4,502 thousand euros in December 2023 and 6,183 thousand euros in 2022), which corresponds to an ICO loan taken out with Banco Santander, S.A. and maturing in June 2026.

- The debt held by Cirsa Italia, SpA amounting to 2,810 thousand euros at December 31, 2024 (3,795 thousand euros in December 2023 and 4,761 thousand euros in 2022), which corresponds to a loan taken out with Banca Intesa San Paolo, SpA and maturing in September 2027.

- The debt held by Cirsa Retail, S.R.L.U. amounting to 1,380 thousand euros at December 31, 2024 (1,750 thousand euros in December 2023 and 2,000 thousand euros in 2022), which corresponds to a loan taken out with Solution Bank, SpA and maturing in March 2027.

- The debt held by Egartronic amounting to 2,780 thousand euros at December 31, 2024 (3,975 thousand euros in December 2023), which corresponds to a loan taken out with Banco de Sabadell and maturing in April 2028.

- The debt held by Alma de Panamá Oeste, S.A. amounting to 1,707 thousand euros at December 31, 2024, which corresponds to a loan taken out with CanalBank, denominated in US dollars and maturing in September 2031.

In addition to the loans indicated above, the Group is part of 72 transactions related to loans and credit facilities with 13 financial institutions more.

The breakdown of the total amount of the loans accruing fixed and floating interest rates is disclosed in Note 27.3.

The balance of “RCF” includes a revolving credit facility with the following characteristics:

Amount:	275 million euros
Maturity:	December 2029
Interest rate:	Euribor+3.00%
Duration of drawdowns:	Up to 6 months (renewable at the Group's request
Guarantees:	Pledge of several investees’ shares
No. of credit institutions:	7

The drawdowns from this facility are subject to the fulfilment of certain financial leverage covenants at the time they are requested. These drawdowns can be renewed on a recurring basis at the Group’s request for periods of up to six months until maturity (December 2029).

At December 31, 2024 and December 31, 2023 the undrawn amount of the RCF is 275 million euros. At December 31, 2022, the undrawn amount was 207 million euros.

At December 31, 2024 the undrawn amount of other credit facilities and discount facilities is 17,533 and 0 thousand euros, respectively. These figures amounted to 18,985 and 0 thousand euros, respectively, at prior year end, and to 15,404 and 0 thousand euros at December 31, 2022.

Finally, at December 31, 2024, 2023 and 2022 the guarantees given by credit institutions and insurance companies to the Group, in connection with official concessions for gaming activities were 144,709, 140,646 and 147,742 thousand euros, respectively (Note 22).

16. OTHER NON-TRADE PAYABLES

The breakdown of this caption is the following:

	12.31.2024		
(Thousands of euros)	**Non-current**	**Current**	**Total**
Public administrations	764	87,661	88,424
Bills payable	155	1,493	1,648
Sundry creditors	98,196	318,545	416,740
	99,114	**407,699**	**506,813**

	12.31.2023		
(Thousands of euros)	**Non-current**	**Current**	**Total**
Public administrations	459	84,647	85,106
Bills payable	154	846	1,000
Sundry creditors	60,704	192,229	252,933
	61,317	**277,722**	**339,039**

	12.31.2022		
(Thousands of euros)	**Non-current**	**Current**	**Total**
Public administrations	—	84,920	84,920
Bills payable	154	744	898
Sundry creditors	40,134	135,763	175,897
	40,288	**221,427**	**261,715**

The “Public administrations” heading includes gaming taxes maturing in the short term (2024: 57,999 thousand euros; 2023: 57,702 thousand euros and 2022: 56,304 thousand euros), outstanding settlements (not due) for the personal income tax, VAT, social security contributions and similar concepts.

The “Non-current sundry creditors” caption mainly includes:

- Asset suppliers amounting to 2,695 thousand euros (6,521 thousand euros at 2023 year end and 935 at 2022 year end).

- Non-current payable amount related to the purchase of an additional 25% of shares in Panamanian company amounting to 4,723 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, 2024 the payable portion classified as non-current amounts to 4,308 thousand euros (4,442 thousand euros at December 31, 2023 and 4,955 thousand euros at December 31, 2022).

- Several payables for common transactions amounting to 14,578 thousand euros, with an undefined maturity date (15,720 thousand euros at December 31, 2023 and 15,789 thousand euros at December 31, 2022).

- At December 31, 2024, the non-current amounts payable for the deferred payment for the acquisition of companies correspond to:

    - Non-current payable amount related to the acquisition of companies corresponding to the year 2024, in Italy (Impera, SRL), in Peru (Apuesta Total), in Panama (Alma de Panamá Oeste) and in Portugal (SFP Online, S.A.), which at year end amounts to 2,296 thousand euros, 42,944 thousand euros, 3,329 thousand euros and 4,090 thousand euros, respectively.
    - Non-current payable amount related to the acquisition of companies corresponding to the year 2023, in Spain (Servinet, SL, Bingo Vic, SA, Mepe, SL and Recreativos Perseo, SL) and in Italy (Modena Giochi, Isi Bet Pro, Egaming Solutions, New Retailo and Micri), which at year end amounts to 412 thousand euros and 2,656 thousand euros, respectively.
    - Non-current payable amount related to the acquisition of companies corresponding to the year 2022, in Italy (Gogoal SRL) and Mexico (Operadora General de Entretenimiento, S.A. DE C.V.), which at year end amounts to 868 thousand euros and 5,255 thousand euros, respectively.

- At December 31, 2023 and December 31, 2022, the non-current amounts payable for the deferred payment of the acquisition of companies in Spain, Mexico and Italy amounted to 2,529 thousand euros, 5,857 thousand euros and 12,123 thousand euros, respectively (1,875 thousand euros, 8,698 thousand euros and zero thousand euros, respectively, at December 31, 2022).

The “Current sundry creditors” caption mainly includes:

- Asset suppliers amounting to 45,543 thousand euros (37,580 thousand euros at 2023 year end and 14,781 thousand at 2022 year end).
- Trade payables for the rendering of services amounting to 52,837 thousand euros (50,189 thousand euros at December 31, 2023 and 41,448 thousand euros at December 31, 2022).
- Current payables amounting to 115,748 thousand euros and 14,481 thousand euros, corresponding to the acquisitions for 2024 and prior years, respectively (9,801 thousand euros at 2023 year end and 7,833 thousand euros at 2022 year end), most notably including the portion payable during 2025 for the business combinations in Spain, Italy, Portugal and Peru mentioned above. In the case of Peru, it includes a deferred payment for the purchase made in July 2024 amounting to 117,252 thousand euros (459,240 thousand Peruvian soles) corresponding to the deferred payment for the purchase made in July 2024.
- Employment benefits payable corresponding to extra pays and variable remuneration accrued for an amount of 24,790 thousand euros (25,532 at 2023 year end and 23,603 at 2022 year end) (Note 20.3).
- Short-term deposits received from players of the Group’s online activity amounting to 15,016 thousand euros (11,618 at 2023 year end and 10,883 at 2022 year end).
- Short-term deposits received from players and fees from the commercial network of the Group’s online activity in Italy amounting to 24,731 thousand euros (18,173 at 2023 year end and 15,033 at 2022 year end).

The amounts recorded as referred payments for the acquisition of companies include purchase transactions with put and call option agreements. The following two are the most significant ones:

In July 2024 Cirsa acquired a 70% stake in the Apuesta Total subgroup (Note 4). The minority shareholder holds a put option and Cirsa holds a call option on 30% of the stake held by the minority to be exercised, for 15% each, in 2027 and 2028, which must be exercised in the first 2 months of the year and paid in the first 6 months of the years 2027 and 2028. The amount payable will be determined in accordance with a variable parameter, based on the EBITDA of the subgroup acquired, achieved at 2026 and 2027 year ends, respectively. The deferred payments have been recorded as a financial liability at fair value rather than a financial instrument. Consequently, no non-controlling interests are recorded for the stake on which the put option is held. At December 31, 2024 the amount of the deferred payment recorded in liabilities totals 42,944 thousand euros (168,198 thousand Peruvian soles).

In July 2022, Cirsa acquired a 70% stake in Operadora General de Entretenimiento, S.A. de C.V. The minority shareholder holds a put option and Cirsa holds a call option on 30% of the stake held by the minority to be exercised in 2025 and 2032. The amount payable will be determined in accordance with a variable parameter achieved at 2024 and 2031 year ends, respectively. The deferred payments have been recorded as a financial liability at fair value rather than a financial instrument. Consequently, no non-controlling interests are recorded for the stake on which the put option is held. At December 31, 2024 the amount of the deferred payment recorded in liabilities totals 5,255 thousand euros (6,468 thousand euros at December 2023 and 8,698 thousand euros at December 2022).

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:

	2024	2023	2022
(Days)			
Average payment period to suppliers	21.90	23.05	22.33
Ratio of transactions paid	22.12	24.00	24.06
Ratio of transactions pending payment	24.45	26.51	25.61
(Thousands of euros)			
Total payments made	879,644	800,847	738,647
Total payments outstanding	81,292	76,637	81,102
Monetary volume of invoices paid by the deadline established in late payment regulations	803,473	735,046	674,990
Percentage of payments made by the established deadline over total payments	91.34%	91.78 %	91.38 %
(Number of invoices)			
Invoices paid by the deadline established in late payment regulations	612,052	623,636	567,936
Percentage over total number of invoices	94.89 %	95.42 %	94.91 %

17. NON-CURRENT PROVISIONS

The breakdown of this caption is as follows:

(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022
Provisions for employee benefits	12,524	10,724	17,391
Tax contingencies	2,165	4,912	3,774
Other	6,608	1,589	2,463
	21,297	**17,225**	**23,628**

The amount recognized in "Provisions for employee benefits" mainly consists of the provision for employee benefits in Italy ("TFR") (5,376 thousand euros).

The main tax and legal contingencies affecting the Group are as follows:

At December 31, 2024 the group company Gaming & Services de Panama S.A. has a provision amounting to 552 thousand US dollars (the same amount at 2023 year end and 1,600 thousand US dollars at December 31, 2022) 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 derived from the hypothetical closure of halls 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 thousand euros, 383 thousand euros and 142 thousand euros. On June 16, 2022 the corresponding economic and administrative claims were lodged and on December 5, 2022 the defense allegations were submitted. On July 18, 2023 resolutions dismissing the claims were received, and on August 4, 2023 the corresponding appeals were filed to the economic and administrative court. Additionally, on July 4, 2022 a request for suspending the execution of the aforementioned agreements was made by submitting three bank guarantees. As a result of these events, a provision of 750 thousand euros has been recorded.

The evolution of the balance is as follows:

(Thousands of euros)	2024	2023	2022
Balance at January 1	17,225	23,628	16,068
Additions due to acquisition of companies	84	—	738
Net charges for the year	7,927	4,548	10,617
Provisions utilized	(3,620)	(3,154)	(3,467)
Reclassification to short term	-	(6,900)	—
Exchange gains (losses)	(319)	(897)	(328)
Balance at December 31	**21,297**	**17,225**	**23,628**

18. TAXES

18.1 Tax group

In Spain, Cirsa Enterprises, S.A., together with 126 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)	12.31.2024	12.31.2023	12.31.2022
		Income statement	
Current tax	63,368	44,748	28,245
Deferred tax due to (increase) reduction in unused tax loss carryforwards	13,063	14,322	7,914
Deferred for temporary differences	(9,801)	(31,993)	(6,546)
Effective tax expense/(income)	**66,630**	**27,077**	**29,613**

Income tax payable amounts at 48,420 thousand euros at December 31, 2024 (40,132 thousand euros at December 31, 2023 and 29,279 thousand euros at December 31, 2022) and mainly corresponds to the current income tax accrued in the several jurisdictions net of withholdings and prepayments for the period.

18.3 Analysis of tax expense

(Thousands of euros)	2024	2023	2022
Profit before tax	110,960	139,072	109,208
Tax rate prevailing in Spain	25.00%	25.00%	25.00%
Theoretical income tax expense	27,740	34,768	27,302
Different tax rates	(1,273)	4,817	3,762
Utilization of tax credits related to uncapitalized unused tax loss carryforwards	(752)	(2,317)	(7,559)
Uncapitalized tax rebates and deductions from prior years utilized	(3,224)	(12,493)	(4,797)
Limit of deductible finance costs	27,018	12,752	9,443
Capitalization of double taxation deductions	-	(15,181)	-
Other prior-year adjustments	1,834	2,493	312
Foreign income tax	2,862	1,003	594
Adjustments	36	2,688	149
Non-deductible amortization	1,070	-	-
Non-deductible expenses	5,937	1,194	513
Amortization differences	285	794	(107)
Other	5,097	(3,441)	-
	66,630	**27,077**	**29,613**

At December 31, 2024, 2023 and 2022 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.

In 2024 the impact on the tax expense corresponding to the limitation on the deductibility of financial expenses has substantially increased for two reasons:

Firstly, as a result of a regulatory change. Specifically, effective for tax periods beginning on or after January 1, 2024, income, expenses or revenue not included permanently in the corporate income tax base of the taxpayer, which serves as a reference for determining the amount of deductible financial expenses for tax purposes, should be excluded from the operating profit.

Consequently, dividends that can be applied the 95% exemption are not part of the operating profit. In 2023 dividends of 39,600 thousand euros were included, which had an impact as a reduction of 9,900 thousand euros in the income tax expense.

Secondly, the finance cost was higher.

18.4 Deferred tax assets and liabilities

(Thousands of euros)	Balance at January 1	Changes reflected in			Balance at December 31
		Income statement	Equity	Additions due to business combinations (Note 4)	
2024					
Assets					
Tax loss carryforwards from the consolidated tax group represented by Cirsa Gaming Corporation, S.A.	39,977	(13,865)	—	—	26,112
Tax loss carryforwards from the consolidated tax group represented by Cirsa Gaming Corporation, S.A. (pre-group)	2,096	(29)	—	—	2,067
Tax loss carryforwards from the consolidated tax group whose parent is Orlando Play, S.A.	579	(579)	—	—	0
Tax loss carryforwards from other group companies					
--- Peru	950	45	—	1,126	2,122
--- Italy	1,362	—	—	—	1,362
--- Mexico	1,500	—	—	—	1,500
--- Panama	501	239	—	—	740
Related to deductible temporary differences:					
--- Impaired receivables	66	27	—	—	93
--- Impaired securities portfolio	14	(1)	—	—	13
--- Goodwill impaired in individual books	1,693	(483)	—	—	1,210
--- Intragroup margin write-off	4,565	752	—	—	5,317
Non-deductible amortization for accounting purposes	108	(77)	—	—	32
--- Limitation deductions unused tax loss carryforwards	16,464	13,205	—	—	29,669
--- Difference between accounting and tax depreciation	829	845	—	—	1,674
--- Transfer of assets Group Article 42 CC	12	(7)	—	—	5
--- Impairment of assets	1,124	(237)	—	—	887
--- Non-deductible provisions	5,897	(1,008)	—	—	4,889
--- IFRS 16	4,202	(795)	—	—	3,407
--- Other	11,093	(7,805)	—	—	3,288
--- Deductions (Note 18.3)	15,181	(7,756)	—	—	7,425
Related to temporary differences (other countries):					
--- Costa Rica	266	56	—	—	322
--- Italy	(31)	872	—	—	841
--- Mexico	4,783	—	—	—	4,783
--- Panama	521	4,182	—	—	4,703
--- Other countries	1,158	369	—	520	2,047
	114,911	**(12,051)**	**—**	**1,646**	**104,506**
Liabilities					
Related to taxable temporary differences:					
--- Margin write-offs	(3,494)	(1,342)	—	—	(4,836)
--- Business combinations (initial statement of non-current assets at fair value)	(226,220)	33,201	5,010	(28,346)	(216,354)
--- Other	(731)	(400)	(539)	(171)	(1,841)
	(230,444)	**31,459**	**4,471**	**(28,517)**	**(223,301)**

The amounts of 29,669 and 16,464 thousand euros in the years 2024 and 2023, respectively, include the impact of Additional Provision 19. Temporary measures for the determination of the tax base in the tax consolidation scheme.

Said provision, effective for tax periods beginning in 2023, 2024 and 2025, establishes that the tax base of the tax group shall be determined by adding the individual tax profits together and only 50% of individual tax losses corresponding to each and every one of the entities comprising the tax group.

The individual tax losses not included in the tax based of the tax group shall be integrated into the tax base of the tax group in equal portions in each of the next ten years.

(Thousands of euros)	Balance at January 1	Changes reflected in		Additions due to business combinations	Balance at December 31
		Income statement	Equity		
2023					
Assets					
Tax loss carryforwards from the consolidated tax group represented by Cirsa Gaming Corporation, S.A.	47,925	(7,948)	—	—	39,977
Tax loss carryforwards from the consolidated tax group represented by Cirsa Gaming Corporation, S.A. (pre-group)	1,423	673	—	—	2,096
Tax loss carryforwards from the consolidated tax group whose parent is Orlando Play, S.A.	1,047	(468)	—	—	579
Tax loss carryforwards from other group companies					
--- Peru	—	950	—	—	950
--- Italy	1,230	132	—	—	1,362
--- Mexico	7,821	(6,321)	—	—	1,500
--- Panama	1,842	(1,341)	—	—	501
Related to deductible temporary differences:					
--- Impaired receivables	35	31	—	—	66
--- Impaired securities portfolio	—	14	—	—	14
--- Goodwill impaired in individual books	1,585	109	—	—	1,694
--- Intragroup margin write-off	4,737	(172)	—	—	4,565
Non-deductible amortization for accounting purposes	187	(79)	—	—	108
--- Difference between accounting and tax	829	—	—	—	829
--- Transfer of assets Group Article 42 CC	12	—	—	—	12
--- Impairment of assets	1,124	—	—	—	1,124
--- Non-deductible provisions	6,480	(583)	—	—	5,897
--- IFRS 16	1,669	2,533	—	—	4,202
--- Other	1,412	9,681	—	—	11,093
--- Limitation deductions unused tax loss	—	16,464	—	—	16,464
---Deductions (Note 18.3)	—	15,181	—	—	15,181
Related to temporary differences (other countries):					
--- Costa Rica	586	(320)	—	—	266
--- Italy	759	(790)	—	—	(31)
--- Mexico	2,280	2,503	—	—	4,783
--- Panama	3,960	(3,439)	—	—	521
--- Other countries	2,695	(1,537)	—	—	1,158
	89,638	**25,273**	**—**	**—**	**114,911**
Liabilities					
Related to taxable temporary differences:					
--- Margin write-offs	(2,961)	(533)	—	—	(3,494)
--- Business combinations (initial statement of non-current assets at fair value)	(219,262)	30,901	(14,131)	(23,727)	(226,220)
--- Other	(620)	1,729	—	(1,840)	(731)
	(222,843)	**32,097**	**(14,131)**	**(25,567)**	**(230,444)**

(Thousands of euros)	Balance at January 1	Changes reflected in Income statement	Equity	Additions due to business combinations (Note 4)	Balance at December 31
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 represented by Cirsa Gaming Corporation, S.A. (pre-group)	1,423	—	—	—	1,423
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:					
--- Impaired receivables	62	(27)	—	—	35
--- Impaired securities portfolio	14	(14)	—	—	—
--- Goodwill impaired in individual books	1,493	92	—	—	1,585
--- Intragroup margin write-off	4,548	189	—	—	4,737
Non-deductible amortization for accounting purposes	313	(126)	—	—	187
--- Difference between accounting and tax depreciation	641	188	—	—	829
--- Transfer of assets Group Article 42 CC	3	9	—	—	12
--- Impairment of assets	1,141	-17	—	—	1,124
--- Non-deductible provisions	6,081	399	—	—	6,480
--- IFRS 16	1,868	(199)	—	—	1,669
--- Other	3,152	(1,740)	—	—	1,412
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	**(8,957)**	**—**	**—**	**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)	28,887	(6,162)	(14,887)	(219,262)
--- Other	(1,135)	3,175	—	(2,660)	(620)
	(230,432)	**31,288**	**(6,162)**	**(17,537)**	**(222,843)**

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, 2024 for the two tax groups represented by Cirsa Gaming Corporation, S.A. and Orlando Play, S.A. and unused tax loss carryforwards for the separate companies tax resident in Spain 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.	Breakdown of tax loss carryforwards of separate companies
2000	—	—	34
2001	1,254	—	589
2002	—	—	—
2003	3,289	—	34
2004	7,285	—	511
2005	20,154	—	806
2006	—	—	1,265
2007	4,507	—	1,682
2008	—	—	4,289
2009	—	—	6,761
2010	—	—	2,010
2011	14	—	2,732
2012	3,997	—	257
2013	—	—	1,051
2014	25,523	—	1,797
2015	1,761	—	137
2016	—	—	181
2017	—	—	23
2018	—	—	11,464
2019	—	—	440
2020	36,664	—	2,071
2021	—	—	912
2022	—	—	352
2023	—	—	462
2024	—	—	235
	104,448	**—**	**40,095**

Tax group represented by Cirsa Gaming Corporation, S.A.

At December 31, 2024, 2023 and 2022, said tax group recognized deferred tax assets amounting to 72,868, 82,427 and 58,593 thousand euros, of which 27,984, 41,400 and 49,348 thousand euros correspond to unused tax loss carryforwards. No deferred tax assets were recorded for the rest of unused tax loss carryforwards (which at December 31, 2024 amount to 26,370 thousand euros; 28,000 thousand euros at December 31, 2023 and 32,121 thousand euros at December 31, 2022), since their future application within a reasonable period of time is uncertain.

In addition to tax credits related to unused tax loss carryforwards, the tax group whose parent is Cirsa Gaming Corporation, S.A. holds additional tax credits amounting to 14,641 thousand euros at December 31, 2024, of which 7,456 thousand euros are capitalized in 2024 (22,578 thousand euros at 2023 year end and 33,558 thousand euros at 2022 year end), related to unused tax deductions that had not been capitalized for not meeting the applicable utilization requirements.

(Thousands of euros)		
Last year for utilization	**Tax group represented by Cirsa Gaming Corporation, S.A.**	**Tax group whose parent is Orlando Play, S.A.**
2024	1,290	1
2025	566	—
2026	419	—
2027	1,675	—
2028	717	—
2029	252	—
2030	284	—
2031	268	—
2032	228	—
2033	205	—
2034	210	—
2035	270	—
2036	141	—
2037	—	—
2038	—	—
2039	7	—
2040	—	—
2041	459	—
No time limit for utilization	7,650	714
	14,641	**715**

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, 2024, said tax group recognized deferred tax assets amounting to 536 thousand euros, which correspond to temporary differences. Additionally, said tax group has unused deductions amounting to 715 thousand euros 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 the course of these proceedings, agreement assessments were signed in May 2023 and the tax settlements thereof have already been paid. However, an assessment was signed in disagreement related to the 2019 Value Added Tax. The tax settlement derived from the said adjustment was paid and appealed against at an economic and administrative court, and on December 22, 2023 the corresponding arguments were submitted.

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.

The Group is subject to the supplementary tax established by Law 7/2024 to the extent that the Group's consolidated revenue exceeds 750 million euros.
The supplementary tax establishes a minimum tax for those jurisdictions in which the effective tax rate, calculated based on GloBE rules, is below the minimum tax rate of 15%.

The effective tax rates, calculated based on the aforementioned tax rules, are above 15% in all jurisdictions in which the group operates, except for Malta.
In said jurisdiction, which has an effective interest rate below 15% (Malta), the Group has recognized a current income tax expense for the minimum supplementary tax of 854 thousand euros.

The group that the Company belongs to closely follows the several legislative developments of OECD's Pillar 2 initiative, through which the supplementary tax is implemented in Spain, since other countries are enacting Pillar 2 model rules, to assess the possible future impact on its consolidated operating profit/(loss), financial position and cash flows.

The Group has applied the exception to the requirements to recognize deferred tax assets and liabilities arising from the implementation of said legislation.

Unconstitutionality of RDL 3/2016

On January 18, 2024 the Spanish Constitutional Court issued a ruling whereby RDL 3/2016 was unanimously declared unconstitutional in respect of article 3. Firstly, sections One and Two, which established the following measures effective from January 1, 2016:

1. Limitation on the utilization of unused tax loss carryforwards.
2. Reversal of impairment losses on ownership interest deducted in years prior to 2013 by one-fifth as from 2016.
3. Limitation on the double taxation deduction at 50% of the total tax liability.

The Group has appealed against the income tax returns for the years 2017 through 2022. As a result of the unconstitutionality of this RDL, the Group will be able to apply a greater amount of unused tax loss carryforwards thus reducing the income tax payable for said years.

The Group has requested that the tax returns for said years be corrected. The estimated impact thereof is as follows:

Higher amount refundable by 13,456 thousand euros, higher income tax expense by 5,700 thousand euros, reduction in deferred tax assets by 19,382 thousand euros due to the utilization of tax loss carryforwards amounting to 80,173 thousand euros (77,528 thousand euros capitalized) and uncapitalized deductions arisen for the amount of 3,700 thousand euros (2,152 thousand euros Deduction for Double Taxation; 1,548 thousand euros Deduction for Donations and Deductions for stimulating certain activities).

At 2024 year end, the Group has not yet received an answer to the correction. Therefore, the refund is being treated as a contingent asset that, in accordance with the regulatory framework for financial information, has not been recorded.

19. LEASES

The Group enters into a high number of lease arrangements on buildings and vehicles and has conducted an analysis of all contracts to estimate the lease terms for each one of them. As a result of this analysis, the lease terms are estimated to range from 3 to 10 years. In the event that the lease agreements include a non-cancelable period clause, the Group estimates at least the period until the end of the non-cancelable period; otherwise, the Group estimates a minimum lease period, which is around 5 years on average (Note 2.21).

The table below shows the book values of the right-of-use assets recognized and the movements during the period:

2024

(Thousands of euros)	Balance at January 1, 2024	Additions	Derecognitions	Business combinations	Currency translation differences	Balance at December 31, 2024
COST						
Buildings	442,781	50,484	(47,140)	29,350	(598)	474,876
Vehicles	19,567	10,022	(2,772)	—	(148)	26,669
	462,348	**60,506**	**(49,913)**	**29,350**	**(746)**	**501,545**
DEPRECIATION						
Buildings	(211,137)	(57,940)	36,714	(15,897)	241	(248,019)
Vehicles	(10,876)	(5,432)	2,598	—	77	(13,633)
	(222,013)	**(63,372)**	**39,312**	**(15,897)**	**318**	**(261,652)**
Impairment losses	—	—	—	—	—	—
Net carrying amount	**240,335**	**(2,866)**	**(10,600)**	**13,453**	**(428)**	**239,894**

2023

(Thousands of euros)	Balance at January 1, 2023	Additions	Derecognitions	Business combinations	Currency translation differences	Balance at December 31, 2023
COST						
Buildings	391,118	57,364	(12,364)	317	6,346	442,781
Vehicles	13,028	9,335	(2,886)	—	90	19,567
	404,146	**66,699**	**(15,250)**	**317**	**6,436**	**462,348**
DEPRECIATION						
Buildings	(164,591)	(51,780)	9,014	(11)	(3,769)	(211,137)
Vehicles	(8,066)	(5,443)	2,699	—	(66)	(10,876)
	(172,657)	**(57,224)**	**11,713**	**(11)**	**(3,834)**	**(222,013)**
Impairment losses	—	—	—	—	—	—
Net carrying amount	**231,489**	**9,475**	**(3,537)**	**306**	**2,601**	**240,335**

2022

(Thousands of euros)	Balance at January 1, 2022	Additions	Derecognitions	Business combinations	Currency translation differences	Balance at December 31, 2022
COST						
Buildings	350,131	38,637	(8,443)	857	9,936	391,118
Vehicles	13,050	3,276	(3,463)	—	165	13,028
	363,181	**41,913**	**(11,906)**	**857**	**10,101**	**404,146**
DEPRECIATION						
Buildings	(118,101)	(46,079)	4,579	(260)	(4,729)	(164,591)
Vehicles	(8,307)	(3,096)	3,389	—	(52)	(8,066)
	(126,408)	**(49,175)**	**7,967**	**(260)**	**(4,782)**	**(172,657)**
Impairment losses	—	—	—	—	—	—
Net carrying amount	**236,773**	**(7,262)**	**(3,939)**	**597**	**5,320**	**231,489**

The book value of lease liabilities and movements during the period are as follows:

(Thousands of euros)	2024	2023	2022
Balance at January 1	274,643	268,063	274,281
Additions	53,567	47,784	42,324
Derecognitions	(14,604)	(6,271)	(5,949)
Business combinations	16,014	—	—
Interest accrued on finance leases	17,516	15,221	14,469
Exchange gains (losses)	8,194	17,970	6,745
Payments	(79,971)	(68,124)	(63,807)
Balance at December 31	**275,359**	**274,643**	**268,063**

In turn, the annual maturity of finance lease liabilities is as follows:

(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022
Within 1 year	62,829	54,993	51,852
Between 1 and 2 years	74,069	55,528	24,696
Between 2 and 3 years	42,632	40,824	36,438
Between 3 and 4 years	31,074	31,243	32,853
Between 4 and 5 years	21,058	22,107	26,436
More than 5 years	43,697	69,948	95,788
	275,359	**274,643**	**268,063**

The amounts recognized in the income statement are as follows:

(Thousands of euros)	2024	2023	2022
Depreciation of right-of-use assets	63,372	57,224	49,175
Interest accrued on finance leases	16,728	14,973	14,223
Expenses from low-value, short-term and variable leases (Note 20.4)	41,515	34,484	34,331
Gains/(losses) on derecognition of right-of-use assets	(519)	(208)	(220)
	121,096	**106,473**	**97,509**

The item “Expenses from low-value, short-term and variable leases” mainly includes short-term leases of land and buildings amounting to 24,963 thousand euros at December 31, 2024 (18,877 thousand euros at December 31, 2023 and 17,763 thousand euros at December 31, 2022) and variable leases of slot machines amounting to 10,591 thousand euros at December 31, 2024 (9,779 thousand euros at December 31, 2023 and 3,223 thousand euros at December 31, 2022).

The Group made lease payments amounting to 79,971 thousand euros in the period ended December 31, 2024 (68,124 thousand euros in 2023 and 63,807 thousand euros in 2022).

Interest rates are considered by country, ranging between 2.53% and 16.09% in 2024, between 3.00% and 14.52% in 2023 and between 1.50% and 13.50% in 2022.

Most lease arrangements include options to extend the leases for a fixed or indefinite period of time. Lease liabilities include the options to extend the leases that the Group considers that will be exercised.

As a lessee, the Group has no significant commitments for leases that have not commenced yet.

20. INCOME AND EXPENSES

20.1 Revenue

As for the "Total revenue net from variable leases" heading, the Group has no performance obligations pending satisfaction at December 31, 2024, 2023 and 2022. The breakdown of this heading by operating segment is detailed in Note 3.

The distribution of revenues in the main countries is as follows:

(Thousands of euros)	2024	2023	2022
Spain	890,799	854,284	848,418
Italy	543,177	513,684	352,544
Colombia	152,143	143,332	138,093
Panama	203,721	196,642	190,347
Mexico	155,228	155,747	114,341
Other countries	205,109	127,292	57,368
	2,150,177	**1,990,981**	**1,701,111**

"Other countries" includes revenue from the activities carried out by the Group in the Dominican Republic, Peru, Morocco and Costa Rica, and eliminations of revenue between countries.

20.2 Cost of sales

(Thousands of euros)	2024	2023	2022
Industrial consumables	28,631	28,649	24,786
Consumption of raw materials	13,516	8,896	4,307
Purchase discounts and returns	(247)	(376)	(416)
Other consumables	12,635	20,024	15,428
Change in inventories of finished products and goods	1,705	529	(282)
	56,241	**57,722**	**43,823**

The "Industrial consumables" heading includes cost of sales in the B2B business area for the manufacture and distribution of slot machines and "Other consumables" mainly includes the cost of sales related to food and beverage and spare parts for slot machines and tables in our casinos.

20.3 Employee benefits expense

(Thousands of euros)	2024	2023	2022
Wages and salaries	257,789	242,089	215,242
Social Security	59,006	54,183	47,471
Termination benefits	6,430	10,303	6,658
Other	15,143	11,067	9,426
	338,368	**317,642**	**278,797**

Remunerations pending payment at December 31, 2024, 2023 and 2022 amounting to 24,790, 25,532 and 23,603 thousand euros, respectively, are included in "Other non-trade payables - Sundry creditors" (Note 16).

"Other" mainly includes contributions for pension, employee training, uniforms and private health insurance policies.

The breakdown of the average number of employees by professional category and gender:

	2024			Average headcount of employees with a disability > 33% over total headcount
	Men	Women	Total	in the year
Executives	487	228	715	7
Technicians, production operators and sales personnel	6,108	6,737	12,845	94
Administrative staff	1,086	864	1,950	24
	7,681	**7,829**	**15,510**	**125**

	2023			Average headcount of employees with a disability > 33% over total headcount
	Men	Women	Total	in the year
Executives	468	208	676	6
Technicians, production operators and sales personnel	5,683	5,697	11,380	89
Administrative staff	916	829	1,745	24
	7,067	**6,734**	**13,801**	**119**

	2022			Average headcount of employees with a disability > 33% over total headcount
	Men	Women	Total	in the year
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**

The headcount at December 31, 2024, 2023 and 2022 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)	2024	2023	2022
Professional services	149,292	121,316	75,593
Publicity, advertising, and public relations	71,946	63,879	56,158
Utilities	36,371	35,100	40,215
Leases payments and levies (Note 19)	41,515	34,484	34,331
Other services	24,135	30,143	29,864
Repairs and maintenance	27,772	25,458	22,483
Postal services, communications and telephone	16,955	15,569	13,400
Bank services et al.	28,496	21,559	14,531
Security services	12,320	11,207	9,791
Cleaning services	11,096	10,235	9,424
Insurance premiums	8,936	8,070	7,729
Travel expenses	7,281	7,028	6,197
Transportation	2,087	2,180	1,686
Development costs and patents (Note 6.2)	93	28	34
	438,294	**386,255**	**321,436**

The professional services include the fees received by the owners of the brands from the websites where online bets are placed in Italy. The increase is due to the integration of this business in July 2022 and business growth in subsequent years.

20.5 Finance income and costs

(Thousands of euros)	2024	2023	2022
Finance costs			
Contractual expenses and interest	(210,400)	(161,253)	(127,072)
Notes	(167,044)	(138,158)	(103,698)
Other loans and payables	(38,844)	(19,182)	(16,448)
RCF	(167)	(1,051)	(4,215)
Note redemption expenses	(4,345)	(2,862)	(2,711)
Finance lease arrangements	(16,728)	(14,973)	(14,223)
Expenses from the discount of provisions and other liabilities	(13)	(5,060)	(324)
Finance income			
Finance income	12,015	6,463	1,629
Total finance income (costs)	**(215,126)**	**(174,822)**	**(139,990)**

The increase in finance costs in the reported periods is mainly due to the increase in the nominal amount of the notes issued by the Group (2,347.5 million euros, 2,130.0 million euros and 2,080.0 million euros at 2024, 2023 and 2022 year ends, respectively) and to the increase in the prevailing interest rate in the market that has affected the coupons in the new issuances carried out compared with the coupons of cancelled issuances.

“Other loans and payables” includes finance costs from:

- bank borrowings for the amount of 16,731 thousand euros, 14,514 thousand euros and 13,055 thousand euros for the years 2024, 2023 and 2022, respectively.
- payables for the deferred payment for the acquisition of companies amounting to 12,631 thousand euros, 4,668 thousand euros and 3,393 thousand euros for the years 2024, 2023 and 2022, respectively.

20.6 Exchange gains (losses)

(Thousands of euros)	2024	2023	2022
Gains	10,170	12,293	2,801
Losses	(19,876)	(10,654)	(560)
	(9,706)	**1,639**	**2,241**

Net exchange gains/(losses) from translation of financial balances in foreign currency between Group companies are recognized in "Currency translation differences", as a component that decreases shareholders' equity at December 31, 2024 by 2,633 thousand euros (in the prior period it increased shareholders' equity by 1,409 thousand euros and 4,274 thousand euros in 2022), since they are considered as exchange gains/(losses) arising from monetary components of a net investment in a foreign business.

Exchange gains/(losses) in 2024 mainly come from the appreciation of the US dollar against most of the currencies of the countries in which the Group operates.

21. RELATED PARTIES

During the year expenses amounting to 829 thousand euros have been accrued by other subsidiaries of LHMC Topco, S.a.r.l or by The Blackstone Group (892 thousand euros in 2023 and 425 thousand euros in 2022) for the provision of services related to the issuance of corporate notes.

Additionally, during the years 2024 and 2023 the Parent Company has refunded share premium contributions amounting to 230,916 thousand euros and 18,575 thousand euros , respectively, to its sole owner LHMC Midco, S.a.r.l. (Note 13.1).

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 is as follows:

(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022
Guarantees and sureties related to gaming	144,709	140,646	147,742
Other guarantees	19,435	9,808	3,030
Total guarantees and sureties	**164,144**	**150,454**	**150,772**

Guarantees and sureties related to gaming

The most significant guarantees and sureties related to gaming at December 31, 2024, 2023 and 2022 are as follows:

- Surety policies of the Sportium subgroup in Spain that guarantee compliance with the obligations derived from gaming licenses amounting to 34,514 thousand euros at December 31, 2024 (38,555 thousand euros at December 31, 2023 and 44,239 thousand euros in 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 28,812 thousand euros at December 31, 2024 (28,741 thousand euros at December 31, 2023 and 34,806 thousand euros in 2022).

- Surety policies of Gaming & Services Panamá, S.A. that guarantee compliance with the obligations derived from gaming licenses amounting to 8,615 thousand euros at December 31, 2024 (7,014 thousand euros at December 31, 2023 and 7,266 thousand euros in 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 6,274 thousand euros at December 30, 2024 (6,658 thousand euros at December 31, 2023 and 6,536 thousand euros in 2022).

- Surety policies of Winner Group, S.A., the operating company of the Group in Colombia, that guarantee compliance with the obligations derived from gaming licenses amounting to 8,828 thousand euros at December 31, 2024 (11,450 thousand euros at December 31, 2023 and 10,023 thousand euros in 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.

The acquisition of Apuesta Total is structured according to payments calculated based on Apuesta Total's actual EBITDA in 2024, with some adjustments that mainly consist in the calculation of the impact on EBITDA of certain expenses that partially apply in 2024 or do not apply in 2024 but will apply in subsequent years considering their application throughout 2024, and earnouts to be paid in future years calculated based on EBITDA in 2026 and 2027. Both the estimate of payments to be made based on 2024 EBITDA and the estimate of payments to be made based on 2026 and 2027 EBITDA have been recorded at December 31, 2024 under "Other non-trade payables" in current and non-current liabilities. Future EBITDA-based payments may differ from the estimates made for recording the aforementioned liability. Even though there has been no official communication by the seller of Apuesta Total about the estimated amount of future payments to be received by it, we have been verbally informed that the seller may calculate the payments to be made in the future based on a criterion for calculating the impact of the expenses to be invoiced in 2024 that may differ from the criterion applied by Cirsa. Based on the content of the purchase and sale agreement signed by the parties, and in our legal advisors' opinion, we believe that there will be no significant change in the amounts payable as a result of these possible varying criteria.

On November 16, 2023, the Mexican Government amended the regulatory framework applicable to the gaming industry whereby betting activities through slot machines, cards, darts and roulettes were prohibited in new casinos. In compliance with the amendments to Mexican gaming regulations, gaming operators with gaming permits currently in force may continue to operate while their corresponding permits are in force or up to 15 years (if the permit is for more than 15 years), and may renew their gaming permits or apply for new permits once said period expires. However, the renewal or the new permit will only allow gaming operators to install traditional bingo halls or sports betting areas, excluding slot machines and game tables. We have contested the constitutionality of said legislation, which is affecting our current operations for which the licenses expire in May 2030 and August 2033, and our appeals have been confirmed by the courts. Consequently, we believe that said regulatory changes will not have a negative impact on the current operations of our business in Mexico.

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 Ernst & Young, S.L. and other firms belonging to its international network amounted to 1,782 thousand euros in 2024 (1,114 thousand euros in 2023 and 1,067 thousand euros in 2022).

In addition, fees and expenses paid for other services provided by Ernst & Young, S.L. and other related entities amounted to 698 thousand euros in 2024 (803 thousand euros in the year ended December 31, 2023 and 466 thousand euros in the year ended December 31, 2022).

Auditors other than Ernst & Young, S.L. have billed the Group net fees amounting to 382 thousand euros corresponding to audit services provided in 2024 (365 thousand euros in the year ended December 31, 2023 and 231 thousand euros in the year ended December 31, 2022) and net fees amounting to 116 thousand euros corresponding to other services provided in 2024 (298 thousand euros in 2023 and 18 thousand euros in the year ended December 31, 2022).

26. OTHER RELATED PARTIES

The breakdown of the remuneration accrued by members of the Group's Board of Directors and Key Management Personnel of the Group is as follows:

(Thousands of euros)	2024	2023	2022
Wages and salaries	6,848	5,789	5,062
Bonuses and incentives	5,340	3,752	3,440
	12,188	**9,542**	**8,502**

The amount in "Bonuses and incentives" includes the accrual corresponding to the annual bonus and incentives related to a long-term incentive plan.

The balance of advances/loans granted to related parties at December 31, 2024, 2023 and 2022 amounts to 297 thousand euros, 1,246 thousand euros and 1,246 thousand euros, respectively.

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.

On October 17, 2024, the Board of Directors approved the Long-Term Incentive Plan 2025-2029 (the "LTIP), for the members of Senior Management and up to 50 key Company employees, who will be expressly invited by the Board of Directors of the Company to participate in the LTIP. At the date of these financial statements, the Board of Directors has not yet designated the initial participants in the LTIP. As soon as possible after the event of an IPO, the Appointments and Remuneration Committee will meet to prepare the LTIP rules, including the designation of the initial participants in the LTIP and the allocation of initial performance shares, for the approval by the Board of Directors.

In the event of that the entity becomes listed, the LTIP will consist in the contingent allocation of a limited number of Company shares, which may be treasury shares and/or newly issued ordinary shares (the "LTIP shares"), to the LTIP Participants.

The maximum number of LTIP shares that will be granted to the Participants throughout the LTIP term will account for 0.78% of share capital after the event of an IPO takes effect.

The LTIP is developed in three overlapping cycles with a duration of three (3) years each, which cover the following periods ("Vesting Periods"):

- the first vesting period covers the years 2025, 2026 and 2027 (2025 Vesting Period);
- the second vesting period covers the years 2026, 2027 and 2028 (2026 Vesting Period);
- the third vesting period covers the years 2027, 2028 and 2029 (2027 Vesting Period);

The LTIP shares will be delivered after the corresponding Vesting Period, subject to the achievement of targets previously set by the Board of Directors. The sale of LTIP shares is restricted during certain lock-up periods.

The performance parameters are cumulative EBITDA compared to the Group's business plan, total shareholder return compared to IBEX 35 and an ESG factor that will measure the relative position of the Group's Morningstar Sustainalytics rating among a defined group of comparable companies in the global gaming industry.

The main purpose of the LTIP is to structure a remuneration policy and an incentive payment plan for specific executives and key employees to stimulate high performance, sustainable achievement of the Company's strategic goals, to give the LTIP participants the opportunity to receive a stake in the value created, aligning these people's interests with the interests of the Company's shareholders and other stakeholders, and to encourage employee retention and availability for future services.

Additionally, the Group has an indirect ownership plan, in force since July 3, 2018, whereby shares in LHMC Topco, S.a.r.l. are indirectly held by certain members of the Board of Directors and Key Management Personnel. The terms of this program are included in a shareholders' agreement. Some of the key provisions of this agreement are:

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.

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. At December 31, 2024 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 B2B activity 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 recorded in "Financial assets" under the "Trade and other receivables" heading (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 153,648 thousand euros at December 31, 2024 (134,940 thousand euros at December 31, 2023 and 106,193 thousand euros at December 31, 2022).

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, is as follows:

(Thousands of euros)	12.31.2024	12.31.2023	12.31.2022
Trade receivables	153,648	134,940	106,193
Cash and cash equivalents	256,094	251,152	213,379
Other financial assets	28,358	19,117	23,497
	438,099	**405,209**	**343,069**

27.3 Interest risk

External finance is mainly based on the issuance of corporate notes at fixed or floating interest rates. 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 both year ends is as follows:

	12.31.2024		12.31.2023		12.31.2022	
(Thousands of euros)	Fixed interest rate	Floating interest rate	Fixed interest rate	Floating interest rate	Fixed interest rate	Floating Interest rate
Notes	1,830,001	526,053	1,803,982	322,810	1,578,661	487,775
Bank borrowings	13,894	37,251	17,404	43,116	30,053	94,556
Sundry creditors	—	196,956	—	37,059	2,121	23,145
Finance lease liabilities	275,358	—	274,643	—	268,063	—
	2,119,254	**760,260**	**2,096,029**	**402,985**	**1,878,898**	**605,476**

At December 31, 2024 financial liabilities at a fixed interest rate account for 74% of total liabilities (84% at 2023 year end and 76% at 2022 year end). In these circumstances, 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 7,603 thousand euros in the year ended December 31, 2024.

The breakdown of assets that accrue interests at both year ends is as follows:

	12.31.2024		12.31.2023		12.31.2023	
(Thousands of euros)	Fixed interest rate	Floating interest rate	Fixed interest rate	Floating interest rate	Fixed interest rate	Floating interest rate
Loans to joint ventures and associates	2,660	—	3,782	—	2,620	—
Loans to third parties	9,331	20,844	9,480	17,234	13,090	16,428
Guarantees and deposits	29,157	—	32,920	—	26,377	—
Fixed income securities and deposits	10,356	—	1,434	—	8,166	—
	51,503	**20,844**	**47,616**	**17,234**	**50,253**	**16,428**

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:

2024

	Thousands of euros			
Currency	10%	5%	(5) %	(10) %
Costa Rican colon/Euro	(351)	(184)	203	430
Moroccan dirham/Euro	(1,260)	(660)	729	1,540
US dollar/Euro	(3,507)	(1,837)	2,030	4,286
Colombian peso/Euro	(2,079)	(1,089)	1,204	2,541
Dominican peso/Euro	(1,230)	(644)	712	1,503
Mexican peso/Euro	387	202	(224)	(472)
Peruvian sol/Euro	(865)	(453)	501	1,058

2023

	Thousands of euros			
Currency	**10%**	**5%**	**(5) %**	**(10) %**
Costa Rican colon/Euro	(411)	(215)	238	502
Moroccan dirham/Euro	(1,186)	(621)	687	1,450
US dollar/Euro	(3,570)	(1,870)	2,067	4,363
Colombian peso/Euro	(2,609)	(1,366)	1,510	3,188
Dominican peso/Euro	(1,496)	(783)	866	1,828
Mexican peso/Euro	(1,004)	(526)	581	1,227
Peruvian sol/Euro	382	200	(221)	(467)

2022

	Thousands of euros			
Currency	**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)

- Sensitivity of Equity to fluctuations in the exchange rate of local currencies against the euro:

2024

	Thousands of euros			
Currency	**10%**	**5%**	**(5) %**	**(10) %**
Costa Rican colon/Euro	(1,602)	(839)	928	1,958
Moroccan dirham/Euro	(2,094)	(1,097)	1,213	2,560
US dollar/Euro	(926)	(485)	536	1,132
Colombian peso/Euro	(4,821)	(2,525)	2,791	5,892
Dominican peso/Euro	18	9	(10)	(22)
Mexican peso/Euro	(3,817)	(2,000)	2,210	4,666
Peruvian sol/Euro	(1,978)	(1,036)	1,145	2,418

2023

	Thousands of euros			
Currency	**10%**	**5%**	**(5) %**	**(10) %**
Costa Rican colon/Euro	(1,333)	(698)	772	1,629
Moroccan dirham/Euro	(1,330)	(697)	770	1,626
US dollar/Euro	(1,586)	(831)	918	1,938
Colombian peso/Euro	(3,660)	(1,917)	2,119	4,474
Dominican peso/Euro	(459)	(240)	266	561
Mexican peso/Euro	(4,117)	(2,157)	2,384	5,032
Peruvian sol/Euro	(982)	(514)	568	1,200

2022

	Thousands of euros			
Currency	**10%**	**5%**	**(5) %**	**(10) %**
Costa Rican colon/Euro	(1,263)	(662)	731	1,544
Moroccan dirham/Euro	(855)	(448)	495	1,045
US dollar/Euro	(993)	(520)	575	1,214
Colombian peso/Euro	(3,268)	(1,712)	1,892	3,994
Dominican peso/Euro	(297)	(155)	172	363
Mexican peso/Euro	(2,614)	(1,369)	1,513	3,195
Peruvian sol/Euro	(1,497)	(784)	866	1,829

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, 2024 the Group shows negative working capital amounting to 161,351 thousand euros (39,781 thousand euros negative at 2023 year end and 245,487 thousand euros negative at 2022 year end). Nonetheless, Group Management considers that cash flow generated by the business and available credit lines will allow the Group to cover its current liabilities. Moreover, it should be noted that there is a revolving credit facility for an available amount of 275 million euros, which is fully available at December 31, 2029 (Note 15).

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 256 million euros at December 31, 2024 (251 million euros at December 31, 2023 and 213 million euros at December 31, 2022), to meet unexpected payments. Furthermore, the Group has unused cash capacity amounting to 293 million euros at December 31, 2024 (294 million euros at December 31, 2023 and 222 million euros at December 31, 2022).
- 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 at December 31, 2024, based on the contractual obligations of financial debts:

(Thousands of euros)	Balance at December 31, 2024	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	2,356,054	37,384	—	985,850	887,944	444,876	—	2,356,054
Bank borrowings	51,145	24,650	19,232	4,025	1,256	697	1,285	51,145
Finance lease liabilities	275,358	62,829	74,069	42,632	31,074	21,058	43,697	275,358
Other	196,956	129,968	17,137	27,152	15,333	1,900	5,466	196,956
Common transactions (*)	14,578						14,578	14,578
	2,894,092	**254,831**	**110,438**	**1,059,658**	**935,608**	**468,530**	**65,027**	**2,894,092**

(*) These common transactions have undefined maturity dates.

"Other" mainly includes deferred payments for the purchase of companies.

The table below shows cash disbursements by maturity date at December 31, 2023, based on the contractual obligations of financial debts:

(Thousands of euros)	Balance at December 31, 2023	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	2,126,793	31,021	387,959	—	1,022,685	685,128	—	2,126,793
Bank borrowings	60,520	23,938	14,554	18,435	3,593	—	—	60,520
Finance lease liabilities	274,643	54,993	55,529	40,824	31,243	22,106	69,948	274,643
Other	37,059	11,015	11,855	7,599	917	342	5,331	37,059
	2,499,015	**120,967**	**469,897**	**66,858**	**1,058,438**	**707,576**	**75,279**	**2,499,015**

"Other" mainly includes deferred payments for the purchase of companies.

The table below shows cash disbursements by maturity date at December 31, 2022, 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**

"Other" mainly includes deferred payments for the purchase of companies.

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 will consist in preserving the Group's cash position, liquidity management and in establishing cash management action plans.

As stated in Note 14, the contracts entered into in relation to corporate notes issued include limitations on the payout of dividends.

It is Group policy to pay out dividends on a prudential basis. The Group does not intend to pay out dividends in the short or medium terms given that the Group policy is not to distribute dividends, unless a relevant event occurs.

29. SUBSEQUENT EVENTS

No significant events have occurred after the reporting date, other than those already mentioned in the notes to the consolidated financial statements, that may condition the information included in the special purpose consolidated financial statements of the Cirsa Group for the years ended December 31, 2024, 2023 and 2022.

The undersigned, whose positions are indicated under their names, hereby CERTIFY the accuracy and integrity of the special purpose Consolidated Financial Statements of Cirsa Enterprises Group for the years ended December 31, 2024, December 31, 2023 and December 31, 2022.

Terrassa, March 28, 2025

_____	_____
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 2024	Ownership percentage 2023	Ownership percentage 2022	Investment holder	Business address	City
Ajar, S.A.	Casinos	75.00%	75.00%	75.00%	Global Bingo Corporation, S.A.	Av. Muñoz Vargas, 18	Huelva
Alcobendas Game, S.L.	Slots Spain	100.00%	-		Cirsa Slot Corporation, S.A.	C/ Martin de Vargas, 3-5	Alcobendas
Alfematic, S.A.	Slots Spain	75.00%	75.00%	75.00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa
Alma de Panamá Oeste, S.A.	Casinos	50.01%	-	-	Cirsa International Business Corporation, S.L.	Juan Díaz, Costa del Este, PH Plaza Real, Apto. 402	Panama City
Amical Trading, S.L.	Slots Spain	100.00%	76.76%	76.76%	Global Game Machine Corporation, S.A.	Crta. De Castellar, 298	Terrassa
Ancon Entertainment, INC.	Casinos	50.00%	50.00%	50.00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58, PH Torre Global, piso 40	Panama City
Apple Games 2000, S.L.	Slots Spain	75.51%	75.51%	75.51%	Egartronic, S.A.	C/ Guadalquivir, 84	Valencia
Apuestas Electrónicas, S.L.	Slots Spain	-	75.50%	75.50%	Comercial de Recreativos Salamanca, S.A.	C/ 19 y 21 , modulo 12 , nave 2 P.I. El Nevero	Badajoz
Art Joc, S.L.	Slots Spain	100.00%	100.00%	-	Cirsa Slot Corporation, S.A.	Crta. De Castellar, 298	Terrassa
Atlantic Pecunia, S.A.R.L.	Casinos	100.00%	100.00%	100.00%	Les Loisirs Du Paradis, S.A.R.L.	Apartament nº13, 3ème Etage, Inmeuble nº47, residence Saada hay Mohammadi	Agadir
Automáticos Manchegos, S.L.	Slots Spain	51.00%	51.00%	51.00%	Interservi, S.A.	Crta. Nacional 420, km 286	Alcazar de Sa Juan
Automaticos Maxorata, S.A.	Slots Spain	55.00%	55.00%	55.00%	Comercial Jupama, S.A.	c/ Suarez Naranjo, 45	Las Palmas
Automáticos Quintana, S.L.	Slots Spain	50.00%	50.00%	50.00%	Comercial Jupama, S.A.	c/ Suarez Naranjo, 45	Las Palmas
Azibi Horta, S.A.	Casinos	100.00%	100.00%	100.00%	Talzen Inversions, S.L.	Pl. Ibiza, 21	Barcelona
Badamatic, S.A.	Slots Spain	-	-	51.00%	Radiamon, S.L.	Crta. De Castellar, 298	Terrassa
Bar Juegos, S.L.	Casinos	100.00%	100.00%	100.00%	Global Bingo Corporation, S.A.	Fermina Sevillano, 5-7	Madrid
Barnabing, S.A.	Casinos	100.00%	100.00%	100.00%	Inversiones Zental, S.L.	C/ Calaf, 23	Igualada
Barna-Center, S.A.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Ctra. de Castellar, 298	Terrassa
Bema - Euromatic, S.A.	Slots Spain	60.71%	60.71%	60.71%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid
Bet On Red Digital, S.A.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11, entreplanta	Ceuta
Bicondal, S.A.	Casinos	100.00%	100.00%	100.00%	Inversiones Zental, S.L.	Avenida Paralelo, 91-93	Barcelona
Billares Valencia, S.L.	Slots Spain	100.00%	100.00%	100.00%	Coinland,S.A.	C/ Convento Santa Clara, 11	Valencia
Binale, S.A.	Casinos	100.00%	100.00%	100.00%	Global Bingo Corporation, S.A.	General Ricardos, 176	Madrid
Bincamex, S.A. de C.V.	Casinos	100.00%	100.00%	100.00%	International Mex Business, S.L.	Antonio Dovalí Jaime 70 Interior Torre B Piso 3 OF01	Mexico City
Bincano, S.A.	Casinos	100.00%	100.00%	100.00%	Global Bingo Corporation, S.A.	Elcano, 30-32	Bilbao
Bingo Santven, S.A.	Casinos	100.00%	100.00%	100.00%	Global Bingo Corporation, S.A.	Ctra. N-340 Km. 1189	El Vendrell
Bingo Vic, S.A.	Casinos	100.00%	100.00%	-	Global Bingo Corporation, S.A.	Carretera de Manlleu 7, bajos	Vic
Bingos Andaluces, S.A.	Casinos	100.00%	100.00%	100.00%	Global Bingo Corporation, S.A.	Asunción, 3	Sevilla
Bingos Benidorm, S.A.	Casinos	100.00%	100.00%	100.00%	Global Bingo Corporation, S.A.	Plaza Doctor Fleming, s/n	Benidorm
Bingos de Madrid Reunidos, S.A.	Casinos	-	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Fermina Sevillano, 5-7	Madrid
Bis Line, S.L.	Slots Spain	87.60%	87.60%	87.60%	Giga Game System Operation,S.L.	Ctra. de Castellar, 298	Terrassa
Blanes Slot, S.L.	Slots Spain	100.00%	100.00%	-	Art Joc, S.L.	Carretera de Castellar 298	Blanes
Blanfe, S.L.	Slots Spain	75.51%	-	-	Comercial de Recreativos Salamanca, S.A.	P.I. El Montalvo III, c/ Cuarta, 17	Carbajosa de Sagrada
Business Administration, S.A.C	Online Gaming & Betting	100.00%	-	-	Holding AT, S.A.C.	Av. Manuel Olguin Nro. 211 Int. - Urb. Los Granados	Lima
Calpe Leisure, S.A.	Slots Spain	85.00%	85.00%	85.00%	Eleval, Electronicos Valencia, S.A.	c/ German Bernacer, 22 P.I. Elche	Elche
Candan, S.A.	Slots Spain	-	-	100.00%	Cirsa Slot Corporation, S.A.	C/ De L´aire, 1	Terrassa
Casino Cirsa Valencia, S.A.	Casinos	100.00%	100.00%	100.00%	Global Casino Technology Corporation, S.A.	Avda. de las Cortes Valencianas, 59	Valencia
Casino Management, S.A.R.L.	Casinos	75.00%	75.00%	75.00%	Thousand And One Nights, AB	Hotel Movenpick Malabata - Avenida Mohamed VI, Bahia de Tanger	Tanger
Casino Nueva Andalucía Marbella, S.A.	Casinos	100.00%	100.00%	100.00%	Global Casino Technology Corporation, S.A.	Ctra. Cádiz-Málaga Km. 180	Marbella
Casinos del Caribe, S.R.L.	Casinos	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Avda. George Washinton, 367 2º Piso Hotel Jaragua	Santo Doming Guzmán
Cat Games, S.L.	Slots Spain	60.00%	60.00%	60.00%	Bis Line, S.L. y Tot Patrimoni, S.L.	Ctra. de Castellar, 298	Terrassa
Cirsa Finance International, S.A.R.L.U.	Structure	100.00%	100.00%	100.00%	Cirsa Enterprises, S.A.	Rue Eugene Rupert, 2 - 4	Luxembourg
Cirsa Gaming Corporation, S.A.	Structure	100.00%	100.00%	100.00%	Cirsa Enterprises, S.A.	Ctra. Castellar, 298 - 302	Terrassa
Cirsa Interactive Corporation, S.L.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 298	Terrassa
Cirsa Intenational Business Corporation, S.L.	Casinos	100.00%	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 298	Terrassa
Cirsa Italia Holding, S.P.A.	Slots Italy	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milar
Cirsa Italia, S.P.A.	Slots Italy	100.00%	100.00%	100.00%	Cirsa Italia Holding, S.P.A.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milar
Cirsa Morocco, S.L.	Casinos	76.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Ctra. de Castellar, 298	Terrassa
Cirsa Retail, S.R.L.	Slots Italy	100.00%	100.00%	100.00%	Cirsa Italia Holding, S.P.A.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milar
Cirsa Servicios Corporativos, S.L.	Structure	100.00%	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa
Cirsa Slot Corporation, S.A.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa
Cirsa Tecnologias de la Información, S.L.	Structure	100.00%	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 298	Terrassa
Cirsagest, S.P.A.	Slots Italy	100.00%	100.00%	100.00%	Cirsa Italia Holding, S.P.A.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago
Coin Machines, S.A.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ Andalucía, 30	Palencia
Coinland, S.A.	Slots Spain	100.00%	100.00%	100.00%	Eleval, Electronicos Valencia, S.A.	C/ Guadalquivir, 84	Valencia
Comdibal 2000, S. L.	Slots Spain	100.00%	100.00%	100.00%	Universal de desarrollos Electronicos, S.A.	Pl. Els Bellots, c/ del Aire, 1	Terrassa
Comercial de Desarrollos Electrónicos, S. A.	Slots Spain	100.00%	100.00%	100.00%	Global Game Machine Corporation, S.A.	Ctra. de Castellar, 298	Terrassa
Comercial de Recreativos Salamanca, S.A.	Slots Spain	75.50%	75.50%	75.50%	Tecnoappel, S.L.	C/ Cuarta, 17 P.I. El Montalvo	Carbajosa de Sagrada
Comercial Jupama, S.A.	Slots Spain	50.00%	50.00%	50.00%	Cirsa Slot Corporation, S.A.	c/ Suarez Naranjo, 45	Las Palmas
Corporación Turistica David, S.A.	Casinos	60.00%	60.00%	-	Cirsa International Business Corporation, S.L.	Avenida Samuel Lewis y Calle 53, Edificio Omega, Piso 2	Panama City
Cotecnic 2000, S.L.	Slots Spain	-	-	100.00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid

List of subsidiaries

Company	Activity	Ownership percentage 2024	Ownership percentage 2023	Ownership percentage 2022	Investment holder	Business address	City
Diamonds Games, S.L.	Slots Spain	-	75.51%	-	Tecnijoc, S.L.	C/ Gremio de Jaboneros, 3b P.I. Son Castello	Palma de Ma
Digital Gaming México, S.A.P.I.de C.V.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	Boulevard Luis Donaldo Colosio, SA-1	Hidalgo
Egaming Solutions, S.R.L.	Online Gaming & Betting	60.00%	60.00%	-	E-Play 24 Ita Limited	Viale Giacomo Brodolini nº 36	Battipaglia
Egartronic, S.A.	Slots Spain	75.50%	75.50%	75.50%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa
Electrónicos Radisa, S.L.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid
Eleval, Electronicos Valencia, S.A.	Slots Spain	100.00%	100.00%	100.00%	Giga Game System Operation,S.L.	C/ Guadalquivir, 84	Horno de Alce
E-Play 24 Ita Limited	Online Gaming & Betting	60.00%	60.00%	60.00%	Yellow City Limited	Tigne Place, Block 35 Fl 1/5 Tigne Street	Malta
E-Play 24 Italia, S.R.L.	Online Gaming & Betting	60.00%	60.00%	60.00%	E-Play 24 Retail, S.R.L.	Viale Emilio Caldara, nº22	Italy
E-Play 24 Retail, S.R.L.	Online Gaming & Betting	60.00%	60.00%	60.00%	E-Play 24 Ita Limited	Viale Emilio Caldara, nº22	Italy
Flamingo Euromatic-100, S.L.	Slots Spain	51.00%	51.00%	51.00%	Orlando Play, S.A.	P.I. La Juaida, C/Sierra Telar, 40	Viator
Flyz Salon, S.L.	Slots Spain	51.00%	-	-	Juegomatic, S.A.	Avda. Simon Bolivar, nº 17, bloque 5, planta 5, puerta 3	Málaga
Fomento Advenio 1, S.A. DE C.V.	Casinos	100.00%	100.00%	100.00%	Promociones e Inversiones de Guerrero, S.A.P.I. De C.V.	01210 Álvaro Obregón en la Ciudad de México	Mexico City
Font Mar, S.L.	Slots Spain	100.00%	100.00%	-	Blanes Slots, S.L.	Ctra. de Castellar, 298	Terrassa
Free Games, SAC	Online Gaming & Betting	100.00%	-	-	Kurax, S.A.C.	Av. Manuel Olguin Nro. 211 Int. - Urb. Los Granados	Lima
Gaming & Services de Panamá, S.A.	Casinos	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Calle 50, PH. Torre Global, piso 40	Panama City
Gaming & Services, S.A.C.	Casinos	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Av. Ricardo Palma, 341 Miraflores	Lima
Garbimatic, S.L.	Slots Spain	75.00%	75.00%	75.00%	Alfematic, S.A.	Ctra. Rellinars, 345	Terrassa
Garrido Player, S.L.	Slots Spain	-	-	100.00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid
Gema, S.R.L.	Slots Italy	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.I.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago (Milan
Genper, S. A.	Slots Spain	100.00%	100.00%	100.00%	Global Game Machine Corporation, S.A.	Ctra. de Castellar, 298	Terrassa
Giga Game System Operation, S.L.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Crta. De Castellar, 298	Terrassa
Global Bingo Corporation, S.A.	Casinos	100.00%	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Crta. Castellar, 298	Terrassa
Global Bingo Madrid, S.A.	Casinos	-	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Fermina Sevillano, 5-7	Madrid
Global Bingo Stars, S.A.	Casinos	-	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Fermina Sevillano, 5-7	Madrid
Global Casino Technology Corporation, S.A.	Casinos	100.00%	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Ctra. de Castellar, 298	Terrassa
Global Game Machine Corporation, S.A.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Ctra. de Castellar, 298	Terrassa
Global Management Tangier, S.R.L.	Casinos	76.00%	100.00%	100.00%	Cirsa Morocco, S.L.	Avenue Mohamed VI Route de Malabata	Tanger
Global Real State, S.A.S.	Casinos	100.00%	100.00%	100.00%	Winner Group, S.A.	Calle 90 No. 19C-32 P.4	Bogota
Gogoal, S.R.L.	Online Gaming & Betting	60.00%	60.00%	60.00%	E-Play 24 Ita Limited	Via Alcide de Gasperi, 36	Palestrina
Goldenplay, S.L.	Slots Spain	51.00%	51.00%	51.00%	Orlando Play, S.A.	German Bernacer, 22 P.I. Elche Parque Ind.	Elche
Grael, S.L.	Slots Spain	-	-	100.00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa
Gran Casino Costa Brava, S.L.	Casinos	90.00%	90.00%	90.00%	Giga Game System Operation,S.L.	Ctra. de Castellar, 298	Terrassa
Gran Casino de las Palmas, S.A.	Casinos	51.00%	51.00%	51.00%	Global Casino Technology Corporation, S.A.	c/ Simón Bolivar, 3	Las Palmas
Grasplai, S.A.	Casinos	100.00%	100.00%	100.00%	Telma Enea, S.L.	Av. Generalitat, 6	Sta. Coloma
Grevaloflal, S.A.	Casinos	100.00%	100.00%	100.00%	Talzen Inversions, S.L.	Avda. de la Constitució, 134	Castelldefels
Grupo Cirsa De Costa Rica, S.A.	Casinos	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Oficentro Ejecutivo La Sabana, Torre 6, Piso 3	San José
Haes, S.A.	Casinos	100.00%	100.00%	100.00%	Global Bingo Corporation, S.A.	C/ Real, 87	San Sebastiá los Reyes
Holding AT, SAC	Online Gaming & Betting	100.00%	-	-	Cirsa International Business Corporation, S.L.	Av. Manuel Olguin Nro. 211 Int. - Urb. Los Granados	Lima
Iber Matic Games, S.L.	Slots Spain	75.50%	75.50%	75.50%	Cirsa Slot Corporation, S.A.	C/ Jaime Ferran, 2-4	Zaragoza
Illa Valles Hosteleria, S.L.	Slots Spain	-	-	100.00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa
Impera, S.R.L.	Online Gaming & Betting	51.00%	-	-	E-Play 24 Ita Limited	Via San Pancrazio, 22/A	Malta
Integración Inmobiliaria World de Mexico, S.A. De C.V.	Casinos	100.00%	100.00%	100.00%	Promociones e Inversiones de Guerrero, S.A.P.I. De C.V.	Colonia Santa Fe, Álvaro Obregon	Mexico City
International Bingo Technology, S.A.	Casinos	100.00%	100.00%	100.00%	Global Bingo Corporation, S.A.	Ctra. de Castellar, 298	Terrassa
International Mex Business, S.L.	Casinos	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Ctra. Castellar, 298	Terrassa
Interplay, S.A.	Slots Spain	75.50%	75.50%	75.50%	Egartronic, S.A.	C/ Francia, 26 y 27	Puerto Real
Interservi, S.A.	Slots Spain	51.00%	51.00%	51.00%	Cirsa Slot Corporation, S.A.	Ctra. Nacional 420, km 286	Alcázar de Sa Juan
Inversiones Gaming House, SAC	Online Gaming & Betting	100.00%	-	-	Free Games, S.A.C.	Av. Manuel Olguin Nro. 211 Int. - Urb. Los Granados	Lima
Inversiones Interactivas, S.A.	Casinos	70.00%	70.00%	70.00%	Orbis Development, S.A.	C/ 57 y Avenida Obarrio	Panama City
Inversiones Pacanoas, S.A.	Casinos	70.00%	70.00%	70.00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco, piso 40	Panama City
Inversiones Pañanitas, S.A.	Casinos	70.00%	70.00%	70.00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco, piso 40	Panama City
Inversiones Vertiago, S.A.	Casinos	70.00%	70.00%	70.00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58 Este San Francisco, piso 40	Panama City
Inversiones Zental, S.L.	Casinos	100.00%	100.00%	100.00%	Giga Game System Operation,S.L.	Ctra. de Castellar, 298	Terrassa
Investment & Securities Iberica, S.A.	Casinos	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Ctra. Castellar, 298	Terrassa
Isi Bet Pro, S.R.L.	Online Gaming & Betting	55.00%	55.00%	-	E-Play 24 Ita Limited	Viale Emilio Caldara, 22	Milan
Jamaica 2001, S.L.	Slots Spain	100.00%	100.00%	-	Art Joc, S.L.	Ctra. de Castellar, 298	Terrassa
Juegomatic, S.A.	Slots Spain	100.00%	100.00%	100.00%	Global Game Machine Corporation, S.A.	Av. Los Vegas, 27	Málaga
Juegos De Azar Oliva Rodon, S.L.	Slots Spain	100.00%	100.00%	100.00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa
Juegos Del Oeste, S.L.	Slots Spain	-	75.50%	75.50%	Apuestas Electrónicas, S.L.	C/ 19 y 21 , modulo 12 , nave 2 P.I. El Nevero	Badajoz
Just Retail, S.R.L.	Slots Italy	100.00%	-	-	Gema, S.R.L.	Via Ludovico il Moro 6/C, Palazzo Ferraris	Assago (Milan
Kurax, SAC	Online Gaming & Betting	100.00%	-	-	Cirsa International Business Corporation, S.L.	Bl. D Mza. G Int. 2 Complejo Zofra	Tacna

List of subsidiaries

Company	Activity	Ownership percentage 2024	Ownership percentage 2023	Ownership percentage 2022	Investment holder	Business address	City
La Barra Ancon, S.A.	Casinos	-	50.00%	50.00%	Ancon Entertainment, Inc.	Calle 50 y 58, PH Torre Global, piso 40	Panama City
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	Panama City
La Selva Inversiones, S.A.C.	Casinos	-	-	-	Gaming And Services, S.A.C.	C/ Jr. Loreto, 228	Tambopata
Leiden and Berbera Corporation, S.L.	Slots Spain	100.00%	-	-	Cirsa Slot Corporation, S.A.	C/ Martin de Vargas, 3 local	
Les Loisirs Du Paradis, S.A.R.L.	Casinos	82.00%	82.00%	82.00%	Resort Paradise AB	Hotel Atlantic Palace Secteur balneaire et touristique	Agadir
L&G Bussines, S.L.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 338	Terrassa
Lightmoon International 21, S.L.	Slots Spain	-	-	100.00%	Cirsa Slot Corporation, S.A.	Ctra. Castellar, 298	Terrassa
Lista Azul, S.A.	Casinos	100.00%	100.00%	100.00%	International Bingo Technology, S.A.	Gran Passeig de Ronda, 87	Lleida
Locales AT	Online Gaming & Betting	100.00%	-	-	Free Games, S.A.C.	Av. Manuel Olguin Nro. 211 Int. - Urb. Los Granados	Lima
Macrojuegos, S.A.	Casinos	51.00%	51.00%	51.00%	International Bingo Technology, S.A.	Dionisio Guardiola, 34	Albacete
Majestic 507 Corp, S.A.	Casinos	50.00%	50.00%	50.00%	Gaming & Services de Panamá, S.A.	Calle 50 y 58, PH Torre Global, piso 40	Panama City
Maquilleiro, S.L.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ Fermina Sevillano, 5-7	Madrid
Maqui-Ter, S.A.	Slots Spain	100.00%	100.00%	100.00%	Eleval, Electronicos Valencia, S.A.	Miguel de Cervantes, 12	Teruel
Marchamatic Indalo, S.L.	Slots Spain	51.00%	51.00%	51.00%	Orlando Play, S.A.	C/Sierra Telar, 40	Viator
Mepe, S.A.	Slots Spain	100.00%	100.00%	-	Cirsa Slot Corporation, S.A.	C/ Fermina Sevillano, 5-7	Madrid
Merengue Bar Gran Casino Jaragua, GCJ, S.R.L.	Casinos	100.00%	100.00%	100.00%	Casinos Del Caribe, S.R.L.	Avda. George Washinton, 367 2º Piso	Sto. Domingo Guzmán
Micri Communication, S.R.L.	Online Gaming & Betting	70.00%	80.00%	-	E-Play 24 Ita Limited	Via Giovacchino Belli, 14	Milano
Miky, S.L.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa
Modena Giochi, S.R.L.	Slots Italy	100.00%	100.00%	-	Cirsagest, S.p.A.	Via Ludovico il Moro 6/C, Palazzo Ferraris	Assago
Montri, S.A.	Slots Spain	75.50%	75.50%	75.50%	Iber Matic Games, S.L.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa
New Laomar, S.L.	Slots Spain	51.00%	51.00%	51.00%	Orlando Play, S.A.	c/Sierra Telar, 40	Viator
New Retail, S.R.L.	Slots Italy	100.00%	100.00%	-	Cirsa Retail, S.R.L.	Via Ludovico il Moro 6/C, Palazzo Ferraris	Assago
New York Game, S.L.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Ctra. de Castellar, 298	Terrassa
Nightfall Construccions, S.R.L.	Casinos	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Doming
Oper Ibiza, S.L.	Slots Spain	51.00%	51.00%	51.00%	Cirsa Slot Corporation, S.A.	C/ dels Llauradors, 45	Sant Antoni d Portmany
Operadora de Entretenimiento Manzanillo, S.A. de C.V.	Casinos	100.00%	100.00%	100.00%	Bincamex, S.A. de CV.	Santa Fe, Álvaro Obregón, C.P. 01376	Mexico City
Operadora General De Entretenimiento, S.A. DE C.V.	Online Gaming & Betting	100.00%	100.00%	100.00%	Bincamex, S.A. de CV.	Pedro Moreno 1705, Pisos 3, 4 y 5, Col. Americana (Lafayette)	Guadalajara
Operadora Internacional de Recreativos, S.A.	Slots Spain	51.00%	51.00%	51.00%	Cirsa Slot Corporation, S.A.	c/ Cervantes, 14 1	Gijón
Operadora Juegos y Sorteos Paseo Central, S.A. de C.V.	Casinos	60.00%	60.00%	-	Bincamex, S.A. de CV.	C/ Encordada Santa Fe, nº 4514	Mexico City
Orbis Development, S.A.	Casinos	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Calle 50 y 58, PH Torre Global, piso 40	Panama City
Orlando Italia, S.R.l.	Slots Italy	51.00%	51.00%	51.00%	Orlando Play, S.A.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago
Orlando Play, S.A.	Slots Spain	51.00%	51.00%	51.00%	Global Game Machine Corporation, S.A.	Sierra Telar, 40 P.I. La Juaida	Viator
Palabingo, S.R.L.	Slots Italy	-	100.00%	100.00%	Cirsa Retail, S.R.L.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago
Perselli Videogiochi, S.R.L.	Slots Italy	100.00%	100.00%	-	Modena Giochi, S.R.L.	Vía Ludovico il Moro 6/C Palazzo Ferraris	Assago
Piela Recreativos, S.L.	Slots Spain	75.51%	-	-	Tecnoappel, S.L.	P.I. Campollano, calle B, Zona Transportes, nº 1, nave 25	Albacete
Piscis 28 Castilla y León, S.L.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/ Andalucía, 30	Palencia
Playcat, S.A.	Casinos	100.00%	100.00%	100.00%	International Bingo Technology, S.A.	Cádiz, 1	Terrassa
Princesa 31, S.A.	Casinos	100.00%	100.00%	100.00%	Global Bingo Corporation, S.A.	Princesa, 31	Madrid
Promociones e Inversiones de Guerrero, S.A.P.I. de C.V.	Casinos	100.00%	100.00%	100.00%	Bincamex, S.A. de CV.	Santa Fe, Álvaro Obregón, C.P. 01376	Mexico City
Promociones Sol Ibiza, S.A.	Slots Spain	-	51.00%	51.00%	Oper Ibiza, S.L.	C/ dels Llauradors, 45	Sant Antoni d Portmany
Radiamon, S.L.	Slots Spain	51.00%	51.00%	51.00%	Giga Game System Operation,S.L. y Tot Patrimoni, S.L.	Ctra. de Castellar, 298	Terrassa
Reactive Games Software Solutions Limited	Online Gaming & Betting	60.00%	60.00%	60.00%	E-Play 24 Ita Limited	Tigne Place, Block 35 Fl 1/5 Tigne Street	Malta
Recrea, S.L.	Slots Spain	80.00%	80.00%	80.00%	Giga Game System Operation, S.L.	C/ C-k, P.I. Cami dels Frares	Lleida
Recreativos Arranz, S.L.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid
Recrativos Galicia - Sanabria, S.L.	Slots Spain	100.00%	100.00%	100.00%	Barna-Center, S.A.	Ctra. de Castellar, 298	Terrassa
Recreativos Hatuey, S.A.	Slots Spain	100.00%	100.00%	100.00%	Bema - Euromatic, S.A.	Fermina Sevillano, 5-7	Madrid
Recreativos Manchegos, S.L.	Slots Spain	51.00%	51.00%	51.00%	Interservi, S.A.	Ctra. Nacional 420, Km 286	Alcazar de Sa Juan
Recreativos Ociomar Levante, S.L.	Slots Spain	51.00%	51.00%	51.00%	Orlando Play, S.A.	Ctra. De Castellar, 298	Terrassa
Recreativos Panaemi, S.L.	Slots Spain	51.00%	51.00%	51.00%	Orlando Play, S.A.	c/ German Bernacer, 22 P.I. Elche	Murcia
Recreativos Perseo, S.L.	Slots Spain	100.00%	100.00%	-	Cirsa Slot Corporation, S.A.	C/ Fermina Sevillano, 5-7	Madrid
Recreativos Valle de Aran, S.L.	Slots Spain	100.00%	100.00%	-	Cirsa Slot Corporation, S.A.	Ctra. Castellar 298	Terrassa
Recreativos Xativa, S.A.	Slots Spain	55.00%	55.00%	55.00%	Eleval, Electronicos Valencia, S.A.	C/ Guadalquivir, 84	Horno de Alce
Red de Interconexión de Andalucía, S.L.	Slots Spain	-	-	100.00%	Cirsa Interactive Corporation, S.L.	Martillo, 26	Sevilla
Red de salones de Aragón, S.L.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Interactive Corporation, S.L.	Ctra. De Castellar, 298	Terrassa
Resort Paradise AB	Casinos	82.00%	82.00%	82.00%	Cirsa International Business Corporation, S.L.	Box, 1432	Stockholm
Romgar, S.L.	Casinos	100.00%	100.00%	100.00%	Telma Enea, S.L.	Cayetano del Toro, 23	Cádiz
S.A. Explotadora de Recreativos	Slots Spain	90.00%	90.00%	90.00%	Cirsa Slot Corporation, S.A.	C/ del Aire, 1 Pol. Ind. Els Bellots	Terrassa
Sadeju, S.L.	Casinos	65.00%	65.00%	65.00%	Telma Enea, S.L.	c/ Carlota Alexandre, 106	Torremolinos

List of subsidiaries

Company	Activity	Ownership percentage 2024	Ownership percentage 2023	Ownership percentage 2022	Investment holder	Business address	City
Sala Valencia, S.A.	Casinos	100.00%	100.00%	100.00%	Global Bingo Corporation, S.A.	Cuenca, 20	Valencia
Sala Versalles, S.A.	Casinos	100.00%	100.00%	100.00%	Global Bingo Corporation, S.A.	Bravo Murillo, 309	Madrid
Salon Casino Royal España, S.L.	Slots Spain	51.00%	-	-	Juegomatic, S.A.	C/ Lazcano nº8	Málaga
Sant Cugat Desarrollo de Tecnologias, S.L.	Slots Spain	-	-	100.00%	Cirsa Gaming Corporation, S.A.	Sena, nº 2	Sant Cugat de Valles
Santbar, S.l.	Slots Spain	-	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Ctra. De Castellar, 298	Terrassa
Saturno 5 Conexión, S.L.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid
SCB Almirante Dominicana, S.R.L	Casinos	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Av. A. Lincoln , 403, La Julia	Santo Doming
SCB Anil Dominicana, S.R.L.	Casinos	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Doming
SCB Grand Victoria Dominicana, SRL	Casinos	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Avda. Abraham Lincoln	Santo Doming
SCB Hispaniola Dominicana, S.R.L.	Casinos	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Av. A. Lincoln /Correa y Cidron	Santo Doming
SCB Malecon Dominicana, S.A.	Casinos	-	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Av. George Washington,centro comercial Malecón	Santo Doming
Sertebi, S.A.	Casinos	100.00%	100.00%	100.00%	Inversiones Zental, S.L.	Avda. Sarria, 47	Barcelona
Servi D´Aro, S.A.	Casinos	100.00%	100.00%	100.00%	Talzen Inversions, S.L.	Avda. Estrasburgo, 11	Castell - Platj D´Aro
Servi-Joc, S.A.	Slots Spain	85.00%	85.00%	85.00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa
Servinet CYL, S.L.	Slots Spain	100.00%	100.00%	-	Cirsa Slot Corporation, S.A.	C/ Acetileno, 14, nave 7 P.I. San Cristobal	Valladolid
SFP Online S.A.	Online Gaming & Betting	78.00%	-	-	Cirsa International Business Corporation, S.L.	Rua Dr. Calado, nº 1 freguesia de Buarcos	Buarcos
Sobima, S.A.	Casinos	100.00%	100.00%	100.00%	International Bingo Technology, S. A.	Av. Los Vegas, 27	Málaga
Social Games Online, S.L.	Online Gaming & Betting	-	-	100.00%	Cirsa Interactive Corporation, S.L.	Ctra. Castellar, 338	Terrassa
Societe Du Casino Le Mirage, S.A.	Casinos	51.00%	51.00%	51.00%	Cirsa International Business Corporation, S.L.	Club Valtur STB, Parcelle nº 31	Agadir
Sodemar, S.L.	Casinos	100.00%	100.00%	100.00%	Telma Enea, S.L.	Sacramento, 16 duplicado	Cádiz
Space Go Game Studio, S.L.	Online Gaming & Betting	100.00%	100.00%	100.00%	Cirsa Interactive Corporation, S.L.	Ctra. de Castellar, 298	Terrassa
Sport Tech Peru, SAC	Online Gaming & Betting	-	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Av. Ricardo Palma N° 341	Lima
Sportium Apostes Catalunya, S.A.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Sena, 2	Sant Cugat D Valles
Sportium Apuestas Andalucia, S.L.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	Av. Los Vegas, 27	Málaga
Sportium Apuestas Aragon, S.L.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Jaime Ferrán, 5	Zaragoza
Sportium Apuestas Asturias, S.A.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ B, Parcela 45B pol. Ind Asipo	Cayes - Llane
Sportium Apuestas Baleares, S.L.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Gremi des Sabaters, 21	Palma de Ma
Sportium Apuestas Canarias, S.L.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Garcia Morato, 1	Telde
Sportium Apuestas Castilla La Mancha, S.L.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Santa María Magdalena, 10 -12	Madrid
Sportium Apuestas Ceuta, S.L.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11	Ceuta
Sportium Apuestas Colombia, S.A.S.	Online Gaming & Betting	50.01%	50.01%	50.01%	Winner Group, S.A.	Carrera 12 Nº 93 - 78 Oficina 501	Bogotá
Sportium Apuestas Deportivas, S.A.	Online Gaming & Betting	100.00%	100.00%	100.00%	Cirsa Slot Corporation, S.A.	C/Santa Mª Magdalena, 10-12	Madrid
Sportium Apuestas Digital, S.A.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Independencia, 11	Ceuta
Sportium Apuestas Galicia, S.L.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Don Pedro, s/n	El Grove - Isl Toja
Sportium Apuestas Levante, S.A.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Guadalquivir, 84	Horno de Alce
Sportium Apuestas Melilla, S.L.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	Avda. Candido Lobera, 5 Atico 3	Melilla
Sportium Apuestas Navarra, S.A.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	Arcadio Maria Larraona, 1-2ª planta	Pamplona
Sportium Apuestas Oeste, S.A.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Nevero Doce, Parcela 21	Badajoz
Sportium Apuestas Panama, S.A.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	Calle 50 y 58, PH Torre Global, piso 40	Panama City
Sportium Dominicana, SRL	Online Gaming & Betting	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Avda. George Washington, 367 2º Piso Hotel Jaragua	Santo Doming
Sportium Global Investments, SGI, S.A.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	Oficentro Ejecutivo La Sabana, Torre 6, Piso 3	San José
Sportium Portugal, SA	Online Gaming & Betting	100.00%	100.00%	100.00%	Cirsa International Business Corporation, S.L.	Av. Infante Dom Henrique, 26	Lisbon
Sportium Puerto Rico, LLC	Online Gaming & Betting	100.00%	100.00%	55.00%	Cirsa International Business Corporation, S.L.	709 Calle Europa	San Juan
Sportium Servicios de Gestión, S.L.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Sena, 2	Sant Cugat de Valles
Sportium Zona Norte, S.A.	Online Gaming & Betting	100.00%	100.00%	100.00%	Sportium Apuestas Deportivas, S.A.	C/ Las Balsas, 20 nave 49	Logroño
Star Games Balear, S.L.	Slots Spain	-	75.51%	-	Tecnijoc, S.L.	Gremio de Jaboneros, 3B Pol.I. Son Castello	Palma de Ma
Talluntxe, S.A.	Casinos	100.00%	100.00%	100.00%	Global Bingo Corporation, S.A.	Pseo. Miramar, s/n	Salou
Talzen Inversions, S.L.	Casinos	100.00%	100.00%	100.00%	Inversiones Zental, S.L.	Ctra. de Castellar, 298	Terrassa
Tecnijoc, S.L.	Slots Spain	75.50%	75.50%	75.50%	Egartronic, S.A.	Gremio de Jaboneros, 3B Pol.I. Son Castello	Palma de Ma
Tecnoappel, S.L.	Slots Spain	75.50%	75.50%	75.50%	Cirsa Slot Corporation, S.A.	Pol Ind Campollano, calle B1	Albacete
Tecnologia y Sistemas, S.A.	Slots Spain	100.00%	100.00%	100.00%	Eleval, Electronicos Valencia, S.A.	C/ Guadalquivir, 84	Horno de Alce

List of subsidiaries

Company	Activity	Ownership percentage 2024	Ownership percentage 2023	Ownership percentage 2022	Investment holder	Business address	City
Tefle, S.A.	Casinos	100.00%	100.00%	100.00%	International Bingo Technology, S.A.	Tenor Fleta, 57	Zaragoza
Telma Enea, S.L.	Casinos	100.00%	100.00%	100.00%	Global Bingo Corporation, S.A.	Sevilla, 10-14	Jerez de la Fr
Teo Servicios Compartidos Centro, S.L.	Slots Spain	100.00%	-	-	Cirsa Gaming Corporation, S.A.	Pol. Industrial Els Bellots, C/ de l´Aire, 1	Terrassa
Teo Servicios Compartidos Levante, S.L.	Slots Spain	100.00%	-	-	Cirsa Gaming Corporation, S.A.	Pol. Industrial Els Bellots, C/ de l´Aire, 1	Terrassa
Teo Servicios Compartidos Norte, S.L.	Slots Spain	100.00%	-	-	Cirsa Gaming Corporation, S.A.	Pol. Industrial Els Bellots, C/ de l´Aire, 1	Terrassa
Teo Servicios Corporativos Slots, S.L.	Slots Spain	100.00%	100.00%	100.00%	Giga Game System Operation,S.L.	C/ De L´aire, 1	Terrassa
Teo Servicios Compartidos Sur, S.L.	Slots Spain	100.00%	-	-	Cirsa Gaming Corporation, S.A.	Pol. Industrial Els Bellots, C/ de l´Aire, 1	Terrassa
Thousand And One Nights, AB	Casinos	75.00%	75.00%	75.00%	Cirsa International Business Corporation, S.L.	Engelbrektsgatan 9-11,	Stockholm
Tres Rios Hotel la Carpintera, S.A.	Casinos	100.00%	100.00%	100.00%	Grupo Cirsa De Costa Rica, S.A.	Oficentro Ejecutivo La Sabana, Torre 6, Piso 3	San José
Unidesa Operations Services, S.l.	Slots Spain	100.00%	100.00%	100.00%	Universal de desarrollos Electronicos, S.A.	C/ Sena, 2	Sant Cugat d Valles
Uniplay, S.A.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Slot Corporation, S.A.	Fermina Sevillano, 5-7	Madrid
Universal de Desarrollos Electrónicos, S. A.	Slots Spain	100.00%	100.00%	100.00%	Cirsa Gaming Corporation, S.A.	Ctra. Castellar, 298	Terrassa
Universal de Desarrollos Electrónicos, S. A. De C.V.	Slots Spain	100.00%	100.00%	100.00%	International Mex Business, S.L.	Guillermo Gonzalez Camanera, 660 Piso 9 Of. 5	Mexico City
Urban Leisure, S.L.	Slots Spain	75.00%	75.00%	75.00%	Cirsa Slot Corporation, S.A.	Ctra. Rellinars, 345	Terrassa
Verneda 90, S.A.	Casinos	100.00%	100.00%	100.00%	International Bingo Technology, S.A.	Guipuzcoa, 70	Barcelona
Winner Group, S.A.	Casinos	50.01%	50.01%	50.01%	Investments & Securities Iberica, S.A.	Calle 90, nº 19c-32, Oficina 401	Santa Fe de B

List of associates

Company	Activity	Ownership percentage 2024	Ownership percentage 2023	Ownership percentage 2022	Investment holder	Business address	City
AOG, S.r.l.	Slots Italy	50.00%	50.00%	50.00%	Gema Srl.	Vía Langhena, 1	San Vendemiano
Automaticos Felcarras, S.L.	Slots Spain	-	-	50.00%	Felix Jimenez Morante, S.A.	Avda. de los Trabajadores, 12 P.I. La Atalaya	Torrijos
Audiovisual Fianzas, S.G.R.	Structure	5.68%	5.68%	5.68%	Varios	c/ Luis Buñuel, 2 2ª	Madrid
Binsavo, S. A.	Casinos	50.00%	50.00%	50.00%	Global Bingo Corporation, S.A.	Ruiz Morote, 5	Ciudad Real
Casino la Toja, S.A.	Casinos	50.00%	50.00%	50.00%	Global Casino Technology Corporation, S.A.	Isla de La Toja	El Grove
Compañía Europea de Salones Recreativos, S.L.	Slots Spain	20.00%	20.00%	20.00%	Universal de Desarrollos Electronicos, S.A.	C/ Toledo, 137	Madrid
Competiciones Deportivas, S.A.	Casinos	50.00%	50.00%	50.00%	Gaming & Services de Panamá, S.A.	Calle 50 y 58, PH Torre Global, piso 40	Panama City
Felix Jimenez Morante, S.A.	Slots Spain	50.00%	50.00%	50.00%	Cirsa Slot Corporation, S.A.	Avda. de los Trabajadores, 12 P.I. La Atalaya	Torrijos
Majestic Food Services, S.A.	Casinos	50.00%	50.00%	50.00%	Gaming & Services de Panamá, S.A.	Calle 50 y 58, PH Torre Global, piso 40	Panama City
Montecarlo Andalucía, S.L.	Casinos	50.00%	50.00%	50.00%	Global Bingo Corporation, S.A.	Av. Cruz del Campo, 49	Sevilla
Recreativos Oropesa, S.L.	Slots Spain	50.00%	50.00%	50.00%	Felix Jimenez Morante, S.A.	Avda. de los Trabajadores, 12 P.I. La Atalaya	Torrijos
Serdisga 2000, S. L.	Slots Spain	50.00%	50.00%	50.00%	Universal de Desarrollos Electronicos, S.A.	Av. Finisterre, 283	A Coruña
Unión de Operadores Reunidos, S.A.	Slots Spain	50.00%	50.00%	50.00%	Cirsa Slot Corporation, S.A.	C/ Severo Ochoa, 3	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.
Paseo de las Palmas 525, Piso 6
Col. Lomas de Chapultepec
11000 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.
Avda. Sarrià, 102-106
08017 Barcelona
Spain

SECURITY AGENT
Deutsche Bank Trust Company Americas
1 Columbus Circle, 4th Floor
New York, NY 10019
United States of America

TRUSTEE
Deutsche Trustee Company Limited

21 Moorfields
London EC2Y 9DB
United Kingdom

PAYING AGENT
Deutsche Bank AG, London Branch

21 Moorfields
London EC2Y 9DB
United Kingdom

REGISTRAR
Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
L-1115 Luxembourg
Grand Duchy of Luxembourg

TRANSFER AGENT
Deutsche Bank AG, London Branch
21 Moorfields
London EC2Y 9DB
United Kingdom

LEGAL ADVISORS TO THE TRUSTEE
K&L Gates LLP
One New Change
London EC4M 9AF
United Kingdom

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.

€575,000,000 4.875% Senior Secured Notes due 2031

€425,000,000 Floating Rate Senior Secured Notes due 2032

Global Coordinators and Joint Bookrunners

Deutsche Bank **Barclays**

Joint Bookrunners

BBVA **Jefferies** **Morgan Stanley** **Société Générale** **UBS Investment Bank**

The date of this Offering Memorandum is October 28, 2025