



codere

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Madrid, 17th December 2018

Parties to the Codere, S.A. Shareholders' Agreement

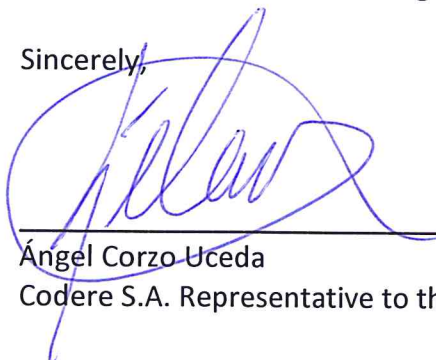
Dear Sirs,

We refer to the Shareholders' Agreement of Codere, S.A. dated April 6, 2016 (the "Shareholders' Agreement") and in particular to clause 10.1 which provides that "Except for provisions of clause 10.2 (Ownership Restricted Threshold and clause 10.3 (Restricted Transfers), the Transfer of Shares, or any other securities or instruments convertible into or exchangeable for Shares, shall not be restricted after the Scheme Completion Time, provided that no Transfer shall be effective nor shall create any rights against the Company or any other Shareholder in favor of the Transferee unless the Transferor causes the Transferee to deliver to the Company notice of such Transfer, and any agreements or other documents required by this Agreement, including the corresponding Accession Letter executed by the Transferee whereby the Transferee, as Acceding Shareholder, irrevocably and unconditionally agrees to be bound by the terms of this Agreement". Capitalized terms used in this letter that are not expressly defined herein shall have the same meaning as in the Shareholders' Agreement.

As per the aforementioned clause 10.1 of the Shareholders' Agreement and in your condition as a Party to the Shareholders' Agreement, we hereby request that you provide the Company within five calendar days of the date of this request with the following information regarding your shareholding in Codere, where applicable:

- (i) number of Shares held in Codere;
- (ii) notice of any Transfer of Shares since the date of execution of the Shareholders' Agreement or since the date of execution of the relevant Accession Letter, as applicable;
- (iii) any other relevant information for the purposes of clause 10.1 of the Shareholders' Agreement.

Sincerely,



Ángel Corzo Uceda
Codere S.A. Representative to the Shareholders' Agreement