

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31 , 2023

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 0-24206

PENN Entertainment, Inc.

(Exact name of registrant as specified in its charter)

Pennsylvania

23-2234473

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

825 Berkshire Blvd., Suite 200

Wyomissing, Pennsylvania 19610

(Address of principal executive officers) (Zip Code)

( 610 ) 373-2400

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	PENN	The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

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Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

As of June 30, 2023, the aggregate market value of the voting common stock held by non-affiliates of the registrant was \$ 3.5 billion. Such aggregate market value was computed by reference to the closing price of the common stock as reported on the NASDAQ Global Select Market on June 30, 2023. As of February 19, 2024, the number of shares of the registrant's common stock outstanding was 152,422,514 (including 622,366 shares of a subsidiary of registrant which are exchangeable into registrant's common stock).

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive 2024 proxy statement, anticipated to be filed with the Securities and Exchange Commission within 120 days after the end of the registrant's fiscal year, are incorporated by reference into Part III of this Form 10-K.

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## SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

This Annual Report on Form 10-K contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are included throughout the document, including within “Item 1A. Risk Factors,” and relate to the business strategy, prospects and financial position of PENN Entertainment, Inc., together with its subsidiaries (“PENN,” the “Company,” “we,” “our,” or “us”). These statements can be identified by the use of forward-looking terminology such as “expects,” “believes,” “estimates,” “projects,” “intends,” “plans,” “goal,” “seeks,” “may,” “will,” “should,” or “anticipates” or the negative or other variations of these or similar words, or by discussions of future events, strategies or risks and uncertainties. Specifically, forward-looking statements include, but are not limited to, statements regarding: the Company’s anticipated share repurchases; the Company’s expectations of future results of operations and financial conditions, the assumptions provided regarding the guidance, including the scale and timing of the Company’s product and technology investments; the Company’s expectations regarding results, and the impact of competition, in retail/mobile/online sportsbooks, iCasino, social gaming, and retail operations; the Company’s development and launch of its Interactive segment’s products in new jurisdictions and enhancements to existing Interactive segment products, including the content for the ESPN BET and theScore Bet; the benefits of the Sportsbook Agreement between the Company and ESPN; the Company’s expectations regarding its Sportsbook Agreement with ESPN and the future success of its products; the Company’s expectations with respect to the integration and synergies related to the Company’s integration of theScore and the continued growth and monetization of the Company’s media business; the Company’s expectations with respect to the ongoing introduction and the potential benefits of the cashless, cardless and contactless (3C’s) technology; the Company’s development projects, including the prospective development projects; the Company’s ability to obtain financing for the development projects on attractive terms; the timing, cost and expected impact of planned capital expenditures on the Company’s results of operations; and the actions of regulatory, legislative, executive or judicial decisions at the federal, state, provincial or local level with regard to our business and the impact of any such actions.

Such statements are all subject to risks, uncertainties and changes in circumstances that could significantly affect the Company’s future financial results and business. Accordingly, the Company cautions that forward-looking statements contained herein are qualified by important factors that could cause actual results to differ materially from those reflected by such statements. Such factors include: the effects of economic and market conditions that could reduce discretionary spending, our ability to effectively compete in the global entertainment, sports content, and gaming industries, our ability to successfully acquire and integrate new properties and operations, our ability to maintain our gaming licenses and concessions and comply with applicable gaming law, win rates, changes in laws, including increased tax rates, regulations or accounting standards, third-party relations and approvals, risks associated with the collection and retention of data about our customers, employees, suppliers and business partners, and additional factors discussed in “Risk Factors.” In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this Form 10-K may not occur and actual results could differ materially from those anticipated or implied in the forward-looking statements. All forward-looking statements in this Form 10-K are based on information available to us as of the date hereof, such information may be limited or incomplete, and we assume no obligation to update any such forward-looking statements. These statements are inherently uncertain, and investors are cautioned not to unduly rely upon these statements. The following discussion should be read in conjunction with our consolidated financial statements and the accompanying notes contained in this Form 10-K.

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## PART I

### ITEM 1. BUSINESS

#### Overview

PENN Entertainment, Inc., together with its subsidiaries (“PENN,” the “Company,” “we,” “our,” or “us”), is North America's leading provider of integrated entertainment, sports content, and casino gaming experiences. As of December 31, 2023, PENN operated 43 properties in 20 states, online sports betting in 18 jurisdictions and iCasino in five jurisdictions, under a portfolio of well-recognized brands including Hollywood Casino®, L'Auberge®, ESPN BET™, and theScore Bet Sportsbook and Casino®. In August 2023, PENN entered into a transformative, exclusive long-term strategic alliance with ESPN, Inc. and ESPN Enterprises, Inc. (together, “ESPN”) relating to online sports betting within the United States. PENN's ability to leverage the leading sports media brands in the United States (ESPN) and Canada (theScore) will position us to significantly expand our digital footprint and efficiently grow our customer ecosystem. This highly differentiated strategy, which is focused on organic cross-sell opportunities, is reinforced by our market-leading retail casinos, sports media assets, and technology, including a proprietary state-of-the-art, fully integrated digital sports and iCasino betting platform and an in-house iCasino content studio. PENN's portfolio is further bolstered by our industry-leading PENN Play™ customer loyalty program, which offers our over 29 million members a unique set of rewards and experiences across business channels.

#### Reportable Segments

We have five reportable segments: Northeast, South, West, Midwest, and Interactive. Our gaming and racing properties are grouped by geographic location, and each is viewed as an operating segment with the exception of our two properties in Jackpot, Nevada, which are viewed as one operating segment. We consider our combined Video Gaming Terminal (“VGT”) operations, by state, to be separate operating segments. Interactive includes all of our online sports betting, online casino/iCasino, and social gaming (collectively referred to as “online gaming”) operations, management of retail sports betting, media, and the operating results of Barstool Sports, Inc. (“Barstool” or “Barstool Sports”) subsequent to the Barstool Acquisition on February 17, 2023 and prior to the Barstool divestiture on August 8, 2023 (as defined and discussed in [Note 6, “Acquisitions and Dispositions”](#) in the notes to our Consolidated Financial Statements). See [Note 18, “Segment Information”](#) and [Note 12, “Leases”](#) in the notes to our Consolidated Financial Statements for further segment and lease structure information, respectively.

#### Retail Operations

As of December 31, 2023, we owned, managed, or had ownership interests in 43 gaming and racing properties in 20 states. In addition, we offer live sports betting at our properties in 13 states.

#### Operating Properties

The table below summarizes certain features of the properties owned, operated, or managed by us as of December 31, 2023, by reportable segment (all area and capacity metrics are approximate):

	Location	Real Estate Assets Lease or Ownership Structure	Type of Facility	Gaming Square Footage	Gaming Machines	Table Games (1)	Hotel Rooms
<b>Northeast segment</b>							
Ameristar East Chicago <sup>(2)</sup>	East Chicago, IN	Pinnacle Master Lease	Dockside gaming	64,000	1,101	43	288
Hollywood Casino Bangor	Bangor, ME	AR PENN Master Lease	Land-based gaming/racing	31,750	666	14	152
Hollywood Casino at Charles Town Races <sup>(2)</sup>	Charles Town, WV	AR PENN Master Lease	Land-based gaming/racing	115,000	1,913	64	153
Hollywood Casino Columbus <sup>(2)(3)</sup>	Columbus, OH	2023 Master Lease	Land-based gaming	180,500	1,676	20	—
Hollywood Casino at Greektown <sup>(2)</sup>	Detroit, MI	Greektown Lease	Land-based gaming	100,000	2,162	63	400
Hollywood Casino Lawrenceburg <sup>(2)(4)</sup>	Lawrenceburg, IN	AR PENN Master Lease	Dockside gaming	149,500	1,295	47	463
Hollywood Casino Morgantown <sup>(2)(5)</sup>	Morgantown, PA	Morgantown Lease	Land-based gaming	81,000	717	26	—
Hollywood Casino at PENN National Race Course <sup>(2)</sup>	Grantville, PA	AR PENN Master Lease	Land-based gaming/racing	94,371	1,750	54	—
Hollywood Casino Perryville <sup>(2)(3)</sup>	Perryville, MD	2023 Master Lease	Land-based gaming	34,500	754	17	—
Hollywood Casino at The Meadows <sup>(2)(3)</sup>	Washington, PA	2023 Master Lease	Land-based gaming/racing	125,000	1,962	91	—
Hollywood Casino Toledo <sup>(2)(3)</sup>	Toledo, OH	2023 Master Lease	Land-based gaming	135,000	1,760	46	—
Hollywood Casino York <sup>(2)</sup>	York, PA	Operating Lease (not with REIT Landlord)	Land-based gaming	80,000	608	33	—
Hollywood Gaming at Dayton Raceway <sup>(2)</sup>	Dayton, OH	AR PENN Master Lease	Land-based gaming/racing	40,700	1,033	—	—

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Hollywood Gaming at Mahoning Valley Race Course <sup>(2)</sup>	Youngstown, OH	AR PENN Master Lease	Land-based gaming/racing	54,000	1,032	—	—
Marquee by PENN <sup>(6)</sup>	Pennsylvania	N/A	Land-based gaming	N/A	150	—	—
Plainridge Park Casino <sup>(2)</sup>	Plainville, MA	Pinnacle Master Lease	Land-based gaming/racing	50,225	934	—	—
<b>South segment</b>							
1 <sup>st</sup> Jackpot Casino <sup>(2)</sup>	Tunica, MS	AR PENN Master Lease	Dockside gaming	46,535	687	9	—
Ameristar Vicksburg <sup>(2)</sup>	Vicksburg, MS	Pinnacle Master Lease	Dockside gaming	70,926	937	25	148
Boomtown Biloxi <sup>(2)</sup>	Biloxi, MS	AR PENN Master Lease	Dockside gaming	34,500	562	22	—
Boomtown Bossier City <sup>(2)</sup>	Bossier City, LA	Pinnacle Master Lease	Dockside gaming	30,000	644	12	187
Boomtown New Orleans <sup>(2)</sup>	New Orleans, LA	Pinnacle Master Lease	Dockside gaming	30,000	803	26	150
Hollywood Casino Gulf Coast <sup>(2)</sup>	Bay St. Louis, MS	AR PENN Master Lease	Land-based gaming	51,000	766	28	291
Hollywood Casino Tunica <sup>(2)</sup>	Tunica, MS	AR PENN Master Lease	Dockside gaming	54,000	781	10	494
L'Auberge Baton Rouge <sup>(2)</sup>	Baton Rouge, LA	Pinnacle Master Lease	Dockside gaming	71,500	962	54	205
L'Auberge Lake Charles <sup>(2)</sup>	Lake Charles, LA	Pinnacle Master Lease	Dockside gaming	71,200	1,250	85	995
Margaritaville Resort Casino <sup>(2)</sup>	Bossier City, LA	Margaritaville Lease	Dockside gaming	30,000	956	50	395
<b>West segment</b>							
Ameristar Black Hawk <sup>(2)</sup>	Black Hawk, CO	Pinnacle Master Lease	Land-based gaming	56,000	883	39	536
Cactus Petes and Horseshu <sup>(2)</sup>	Jackpot, NV	Pinnacle Master Lease	Land-based gaming	29,000	642	14	416
M Resort Spa Casino <sup>(2)(3)</sup>	Henderson, NV	2023 Master Lease	Land-based gaming	96,000	959	37	390
Zia Park Casino	Hobbs, NM	AR PENN Master Lease	Land-based gaming/racing	18,000	713	—	154
<b>Midwest segment</b>							
Ameristar Council Bluffs <sup>(2)(7)</sup>	Council Bluffs, IA	Pinnacle Master Lease	Dockside gaming	35,000	1,295	20	444
Argosy Casino Alton <sup>(2)(8)</sup>	Alton, IL	AR PENN Master Lease	Dockside gaming	23,000	503	9	—
Argosy Casino Riverside	Riverside, MO	AR PENN Master Lease	Dockside gaming	56,000	1,098	37	258
Hollywood Casino Aurora <sup>(2)(3)</sup>	Aurora, IL	2023 Master Lease	Dockside gaming	53,000	831	27	—
Hollywood Casino Joliet <sup>(2)(3)</sup>	Joliet, IL	2023 Master Lease	Dockside gaming	50,000	952	26	100
Hollywood Casino at Kansas Speedway <sup>(2)(9)</sup>	Kansas City, KS	Owned - joint venture	Land-based gaming	95,000	1,553	35	—
Hollywood Casino St. Louis	Maryland Heights, MO	AR PENN Master Lease	Dockside gaming	120,000	1,546	45	502
Prairie State Gaming <sup>(6)</sup>	Illinois	N/A	Land-based gaming	N/A	2,338	—	—
River City Casino	St. Louis, MO	Pinnacle Master Lease	Dockside gaming	90,000	1,620	44	200
<b>Other</b>							
Freehold Raceway <sup>(10)</sup>	Freehold, NJ	Owned - joint venture	Standardbred racing	—	—	—	—
Retama Park Racetrack <sup>(11)</sup>	Selma, TX	None - Managed	Thoroughbred racing	—	—	—	—
Sam Houston Race Park	Houston, TX	Owned	Thoroughbred racing	—	—	—	—
Sanford-Orlando Kennel Club <sup>(12)</sup>	Longwood, FL	Owned	Simulcasting/restaurant	—	—	—	—
Valley Race Park <sup>(13)</sup>	Harlingen, TX	Owned	Greyhound racing	—	—	—	—
				<u>2,546,207</u>	<u>42,794</u>	<u>1,172</u>	<u>7,321</u>

(1) Excludes poker tables.

(2) Property offers a sportsbook for live sports betting.

(3) Property transferred to 2023 Master Lease (as defined in [Note 12, "Leases,"](#) in the notes to our Consolidated Financial Statements), effective January 1, 2023.

(4) Includes 168 rooms at our hotel and event center located less than a mile from the gaming facility.

(5) Upon termination of the Morgantown Lease, ownership of the constructed building and all tenant improvements will transfer from the Company to Gaming & Leisure Properties, Inc.

(6) VGT route operations.

(7) Includes 284 rooms operated by a third-party and located on land leased by us and subleased to such third-party.

(8) The riverboat is owned by us and not subject to the AR PENN Master Lease.

(9) Pursuant to a joint venture with NASCAR Holdings LLC.

(10) Pursuant to a joint venture with Greenwood Limited Jersey, Inc., a subsidiary of Greenwood Racing, Inc.

(11) Pursuant to a management contract with Retama Development Corporation.

(12) Simulcast racing operations.

(13) In March 2020 Valley Race Park closed due to COVID-19 and remains non-operational.



## Northeast Segment

*Ameristar East Chicago* is located less than 25 miles from downtown Chicago, Illinois and offers guests a gaming and entertainment experience in the Chicago metropolitan area. In addition to gaming amenities, the property features a full-service hotel, a sportsbook for live sports betting, a fitness center, dining venues, and a lounge.

*Hollywood Casino Bangor* is located less than five miles from the Bangor airport in Maine. The property features slot machines, table games, a hotel with 5,100 square feet of meeting and multipurpose space, and dining and entertainment options. Bangor Raceway, which is adjacent to the property, is located at historic Bass Park and includes a one-half mile standardbred racetrack and a 12,000 square foot grandstand capable of seating 3,500 patrons.

*Hollywood Casino at Charles Town Races* is located within approximately an hour drive of the Baltimore, Maryland and Washington, D.C. markets. In addition to a hotel, slot machines, table games, and poker tables, the property includes a sportsbook for live sports betting, as well as a variety of dining options. The complex also features live thoroughbred racing at a three-quarters mile all-weather lighted thoroughbred racetrack with a 3,000-seat grandstand and simulcast wagering.

*Hollywood Casino Columbus* is a Hollywood-themed casino located in Columbus, Ohio. It features slot machines, table games, poker tables, and a sportsbook for live sports betting, as well as multiple food and beverage outlets, and an entertainment lounge.

*Hollywood Casino at Greektown* is located in the Greektown district of Detroit, Michigan, and is one of four casino hotels in the Detroit-Windsor area. In addition to slot machines, table games, poker tables, and a sportsbook for live sports betting, the property features a 30-story hotel, several food and beverage options from casual to fine dining, as well as 10,000 square feet of convention and banquet space.

*Hollywood Casino Lawrenceburg* is a Hollywood-themed casino riverboat located along the Ohio River in Lawrenceburg, Indiana, approximately 15 miles west of Cincinnati, Ohio. In addition to slot machines, table games, and poker tables, the riverboat features a sportsbook for live sports betting, as well as a variety of dining options. The hotel and event center, located within one mile from the casino, includes 18,000 square feet of multipurpose space and 19,500 square feet of ballroom and meeting space.

*Hollywood Casino Morgantown* is located less than an hour drive west of Philadelphia, Pennsylvania. The property features an outdoor gaming and entertainment area, a sportsbook for live sports betting, slot machines, table games, and multiple food and beverage outlets.

*Hollywood Casino at PENN National Race Course* is located 15 miles northeast of Harrisburg, Pennsylvania. This gaming facility also includes a variety of dining and entertainment options, as well as a sportsbook for live sports betting and a viewing area for live racing. The property includes a one-mile all-weather lighted thoroughbred racetrack and a seven-eighths mile turf track.

*Hollywood Casino Perryville* is a Hollywood-themed casino located near the Susquehanna River in Perryville, Maryland, approximately 45 miles east of Baltimore, Maryland. It features slot machines, table games, poker tables, and a sportsbook for live sports betting, as well as a variety of dining options.

*Hollywood Casino at The Meadows* is located in Washington, Pennsylvania, approximately 25 miles south of Pittsburgh, Pennsylvania. In addition to gaming amenities, the property offers a sportsbook for live sports betting, several dining options, as well as an event and banquet center, a simulcast betting parlor, a five-eighths mile harness racetrack and a bowling alley.

*Hollywood Casino Toledo* is a Hollywood-themed casino, located on the bank of the Maumee River in Toledo, Ohio. The property features slot machines, table games, poker tables, and a sportsbook for live sports betting, as well as multiple food and beverage outlets and an entertainment lounge.

*Hollywood Casino York* is a casino located within the York Galleria Mall, approximately an hour drive north of Baltimore, Maryland. It features slot machines, table games, and a sportsbook for live sports betting, as well as casual dining options.

*Hollywood Gaming at Dayton Raceway* is a Hollywood-themed casino and raceway located in Dayton, Ohio. It features video lottery terminals, a five-eighths mile standardbred racetrack, a sportsbook for live sports betting, as well as various restaurants and bars, amongst other amenities.



*Hollywood Gaming at Mahoning Valley Race Course* is a Hollywood-themed casino and raceway located in Youngstown, Ohio featuring video lottery terminals and a one-mile thoroughbred racetrack. The property also includes a sportsbook for live sports betting, various restaurants, and bars amongst other amenities.

*Marquee by PENN* is our licensed VGT route operator with a network of 28 truck stop establishments in Pennsylvania.

*Plainridge Park Casino* is located 20 miles southwest of the Boston beltway just off interstate 95 in Plainville, Massachusetts. In addition to gaming offerings and a sportsbook for live sports betting, Plainridge Park Casino features various restaurants and bars along with a five-eighths mile live harness racing facility with a two-story clubhouse for simulcast operations, special events, and live racing viewing.

## **South Segment**

*1<sup>st</sup> Jackpot Casino* is the closest Tunica-area casino to downtown Memphis, Tennessee. It features slot machines, table games, a café, a sportsbook for live betting, and a live entertainment venue.

*Ameristar Vicksburg*, which is the largest dockside casino in central Mississippi, is located along the Mississippi River approximately 45 miles west of Mississippi's largest city, Jackson. In addition to gaming amenities, the property features a hotel, multiple dining and bar facilities, 1,800 square feet of meeting and event space, a sportsbook for live sports betting, and an RV park.

*Boomtown Biloxi*, located in Biloxi Mississippi, offers slot machines, table games, poker tables, and a sportsbook for live sports betting, as well as two distinct dining options. The property also includes a recreational vehicle park and a 3,600 square foot event center and board room.

*Boomtown Bossier City* features a hotel adjoining a dockside riverboat casino located less than one mile from the Louisiana Boardwalk. The property offers a sportsbook for live sports betting, a variety of dining options from a high-end steakhouse to casual dining restaurants, and 1,500 square feet of meeting and conference space.

*Boomtown New Orleans* is located in the West Bank area across the Mississippi River, approximately 15 minutes from the French Quarter of New Orleans, Louisiana. In addition to gaming amenities and a sportsbook for live sports betting, the property also features a five-story hotel, several restaurants, and over 14,000 square feet of meeting and conference space.

*Hollywood Casino Gulf Coast* is located in Bay St. Louis, Mississippi and features slot machines, table games, poker tables, and a sportsbook for live sports betting. The property also features a golf course, various dining options, an RV park, and a marina amongst other amenities. The waterfront hotel includes a 10,000 square foot ballroom and six separate meeting rooms offering more than 13,000 square feet of meeting space.

*Hollywood Casino Tunica* is a Hollywood-themed casino located less than 10 miles from Tunica County River Park. In addition to gaming offerings, it features a sportsbook for live sports betting, a hotel, a 123-space recreational vehicle park, various dining and bar options, and banquet and meeting facilities.

*L'Auberge Baton Rouge* is located approximately ten miles southeast of downtown Baton Rouge, Louisiana. The property features a 12-story hotel, slots, table games, poker, a sportsbook for live sports betting, a variety of dining choices, and 13,000 square feet of meeting and event space.

*L'Auberge Lake Charles* offers one of the closest full-scale casino hotel facilities to Houston, Texas, as well as to the Austin, Texas and San Antonio, Texas metropolitan areas. The location is approximately 140 miles from Houston and approximately 300 miles and 335 miles from Austin and San Antonio, respectively. In addition to gaming amenities and a sportsbook for live sports betting, the property features several dining outlets, a golf course, a full-service spa, and more than 26,000 square feet of meeting and event space.

*Margaritaville Resort Casino* is one of the premier gaming, lodging, dining, and entertainment experiences in Northern Louisiana. The property provides an island-style theme and includes gaming amenities, a sportsbook for live sports betting, a 15,000 square foot 1,000-seat theater, and 9,500 square feet of meeting space.

## **West Segment**

*Ameristar Black Hawk* is located in the center of the Black Hawk gaming district, approximately 40 miles west of Denver, Colorado. The resort features slot machines, table games, and a sportsbook for live sports betting. In addition to gaming

amenities, the resort features a hotel, a full-service day spa, several dining outlets, a live entertainment bar, and 15,000 square feet of meeting and event space.

*Cactus Petes and Horseshu* (collectively, “the Jackpot Properties”) are located just south of the Idaho border in Jackpot, Nevada. The Jackpot Properties collectively feature two hotels, several dining options, a 4,000 seat amphitheater, a showroom, a live entertainment lounge, a sportsbook for live sports betting, and meeting and event facilities.

*M Resort Spa Casino*, located approximately ten miles from the Las Vegas strip in Henderson, Nevada, is situated at the southeast corner of Las Vegas Boulevard and St. Rose Parkway. The resort features slot machines, table games, and a sportsbook for live sports betting, as well as a hotel and a variety of dining and bar options. The property also features more than 60,000 square feet of meeting and conference space, a spa and fitness center, and a 100,000 square foot event center.

*Zia Park Casino* is located in Hobbs, New Mexico, and features slot machines, a hotel, restaurants, a one-mile quarter horse/thoroughbred racetrack with live racing from September to December, and a year-round simulcast parlor.

## **Midwest Segment**

*Ameristar Council Bluffs* is located across the Missouri River from Omaha, Nebraska and includes the largest riverboat in Iowa. In addition to gaming amenities, the property also features a hotel, a fitness center, several dining facilities, a sports bar featuring a sportsbook with live sports betting, and 5,000 square feet of convention and meeting space.

*Argosy Casino Alton* is located on the Mississippi River in Alton, Illinois, approximately 20 miles northeast of downtown St. Louis, Missouri. Argosy Casino Alton is a three-deck riverboat featuring slot machines, table games, and a sportsbook for live betting. Argosy Casino Alton includes an entertainment pavilion and features a deli, a sportsbook viewing lounge and a 475-seat main showroom.

*Argosy Casino Riverside* is located on the Missouri River, approximately five miles from downtown Kansas City. In addition to gaming amenities, this Mediterranean-themed property features a nine-story hotel, a spa, an entertainment facility featuring various food and beverage areas, a VIP lounge and a sports/entertainment lounge and 19,000 square feet of banquet/conference facilities.

*Hollywood Casino Aurora* is located in Aurora, Illinois, the second largest city in Illinois, approximately 35 miles west of Chicago. This single-level dockside casino offers guests gaming amenities, including a poker room and a sportsbook for live sports betting, and features multiple dining and bar options.

*Hollywood Casino Joliet* is located on the Des Plaines River in Joliet, Illinois, approximately 40 miles southwest of Chicago. The complex includes a barge-based casino which provides guests with two levels of gaming experience, as well as a land-based pavilion with several dining and entertainment options. In addition, the property includes a sportsbook for live sports betting, a hotel, 4,600 square feet of meeting space, and an 80-space RV park.

*Hollywood Casino at Kansas Speedway*, our 50% joint venture with NASCAR, is located in Kansas City, Kansas. It features slot machines, table games, poker tables, and a sportsbook for live sports betting, and offers a variety of dining and entertainment facilities and a meeting room.

*Hollywood Casino St. Louis* is located adjacent to the Missouri River directly off I-70 and approximately 22 miles northwest of downtown St. Louis, Missouri. The facility features slot machines, table games, poker tables, a hotel, and a variety of dining and entertainment venues.

*Prairie State Gaming* is our licensed VGT route operator in Illinois across a network of over 423 bar and/or retail gaming establishments in seven distinct geographic areas throughout Illinois.

*River City Casino* is located in the St. Louis, Missouri metropolitan area, just south of the confluence of the Mississippi River and the River des Peres in the south St. Louis community of Lemay, Missouri. River City Casino features a hotel, multiple dining outlets, an entertainment lounge, and over 10,000 square feet of conference space.

## **Interactive Operations**

*PENN Interactive* operates our online gaming portfolio which includes: (i) ESPN BET, an online sportsbook operating in select U.S. jurisdictions; (ii) Hollywood Casino, an iCasino operating in select U.S. jurisdictions within the ESPN BET website and mobile application; (iii) theScore Bet, an online sportsbook and iCasino operating in Ontario, Canada; and (iv) PENN Game Studios, our in-house iCasino and social gaming content studio. ESPN BET, Hollywood Casino, and theScore Bet

leverage PENN's proprietary, state-of-the-art player account management and online gaming platform. In addition, PENN Interactive also operates our digital sports media business, theScore (defined below). As of the issuance date of this report, PENN Interactive operates online sportsbooks in 18 jurisdictions and iCasino in five jurisdictions throughout the U.S. and Canada.

Previously, PENN Interactive's online gaming business included Barstool Sportsbook & Casino ("Barstool Sportsbook"), an online sportsbook and casino. On November 14, 2023, the Barstool Sportsbook brand was discontinued with PENN Interactive re-launching its U.S. online sportsbook product as ESPN BET and its U.S. iCasino product as Hollywood Casino.

In addition, PENN Interactive supports operations for retail sportsbooks across the Company's portfolio of casinos, including, as of December 31, 2023, 30 retail sportsbooks located at the Company's properties in Colorado, Illinois, Indiana, Iowa, Kansas, Louisiana, Maryland, Massachusetts, Michigan, Mississippi, Ohio, Pennsylvania, and West Virginia. As of January 2023, PENN Interactive also began providing retail sportsbook management services to select casino operators outside our Company's portfolio.

Further, through PENN's portfolio of properties, PENN Interactive has entered into multi-year agreements with other gaming operators for online sports betting and iCasino market access in several states. Pursuant to these agreements, as of December 31, 2023, such online sports betting and online casino operators have operations in Indiana, Louisiana, Massachusetts, Ohio, Pennsylvania, and West Virginia.

*theScore.* On October 19, 2021, we completed the acquisition of Score Media and Gaming, Inc. ("theScore") for a purchase price of approximately \$2.1 billion. The acquisition provided us with the technology, resources, and audience reach to accelerate our media and sports betting strategy across North America.

*Barstool.* PENN Entertainment, Inc., through a wholly-owned subsidiary, held a 36% equity interest in Barstool. Under this strategic relationship, Barstool exclusively promoted the Company's sports betting and iCasino products, including the Barstool Sportsbook website and mobile application, as well as our retail gaming and racing properties to its national audience, and granted us the sole right to utilize the Barstool brand for all of our online and retail sports betting and iCasino products. On February 17, 2023, we completed the acquisition of all of the outstanding shares of common stock of Barstool not already owned by us for a cash consideration of approximately \$315.3 million and the issuance of 2,442,809 shares of our common stock to certain former stockholders of Barstool. Upon the completion of the Barstool Acquisition, Barstool became an indirect wholly owned subsidiary of PENN.

In connection with PENN's decision to rebrand our online sports betting business from Barstool Sportsbook to ESPN BET, we entered into a stock purchase agreement with David Portnoy on August 8, 2023 (the "Barstool SPA"). Pursuant to the Barstool SPA, PENN sold 100% of the outstanding shares of Barstool to David Portnoy in exchange for nominal cash consideration (one dollar) and certain non-compete and other restrictive covenants.

#### **Other**

*Freehold Raceway.* Through our joint venture in Pennwood Racing, Inc. ("Pennwood"), we own 50% of Freehold Raceway. The property features a one-half mile standardbred racetrack and a 118,000 square foot grandstand. In addition, through our Pennwood joint venture, we own 50% of a leased off-track wagering ("OTW") facility in Toms River, New Jersey, and operate another OTW facility, which we constructed, in Gloucester Township, New Jersey.

*Retama Park Racetrack.* We have a management contract with Retama Development Corporation, a local government corporation of the City of Selma, Texas, to manage the day-to-day operations of Retama Park Racetrack. In addition, we own 1.0% of the equity of Retama Nominal Holder, LLC, which holds a nominal interest in the racing license used to operate Retama Park Racetrack. Additionally, we own a 75.5% interest in Pinnacle Retama Partners, LLC, which owns the contingent gaming rights that may arise if gaming under the existing racing license becomes legal in Texas in the future.

*Sam Houston Race Park and Valley Race Park.* Sam Houston Race Park, which is located 15 miles northwest from downtown Houston, Texas along Beltway 8, hosts thoroughbred and quarter horse racing and offers daily simulcast operations, as well as hosts various special events, private parties, and meetings throughout the year. Valley Race Park is a 91,000 square foot property that previously conducted greyhound racing and simulcasting. Valley Race Park has not been open since March 2020. We acquired the remaining 50% of these properties, as well as a license for a racetrack in Manor, Texas, just outside of Austin, on August 1, 2021.

*Sanford-Orlando Kennel Club.* The facility and parking lot area is owned by the Company and operates a restaurant and offers year-round simulcast operations.

### **Triple Net Leases**

The majority of the real estate assets (i.e., land and buildings) used in our operations are subject to triple net master leases, the most significant of which are with Gaming and Leisure Properties, Inc. (Nasdaq: GLPI) ("GLPI"), a real estate investment trust ("REIT"), and include the AR PENN Master Lease, 2023 Master Lease, PENN Master Lease (prior to January 1, 2023), and Pinnacle Master Lease (as such terms are defined below and collectively referred to as the "Master Leases"). As of December 31, 2023, in addition to the Master Leases, three individual gaming facilities used in our operations are subject to individual triple net leases. Under triple net leases, in addition to lease payments for the real estate assets, the Company is required to pay the following, among other things: (i) all facility maintenance; (ii) all insurance required in connection with the leased properties and the business conducted on the leased properties; (iii) taxes levied on or with respect to the leased properties (other than taxes on the income of the lessor); (iv) all tenant capital improvements; and (v) all utilities and other services necessary or appropriate for the leased properties and the business conducted on the leased properties.

The following summaries of the Master Leases are qualified in their entirety by reference to either the AR PENN Master Lease, the 2023 Master Lease, PENN Master Lease (prior to January 1, 2023), or the Pinnacle Master Lease, as applicable, all of which are incorporated by reference in the exhibits to this Annual Report on Form 10-K.

#### ***AR PENN Master Lease***

Prior to the effective date of the AR PENN Master Lease (as defined and discussed below), the Company leased real estate assets associated with 19 of the gaming facilities used in its operations via a triple net master lease with GLPI (the "PENN Master Lease"), which became effective November 1, 2013. The PENN Master Lease had an initial term of 15 years with four subsequent five-year renewal periods on the same terms and conditions, exercisable at the Company's option.

On February 21, 2023, the Company and GLPI entered into an agreement to amend and restate the PENN Master Lease (the "AR PENN Master Lease"), effective January 1, 2023, to (i) remove the land and buildings for Hollywood Casino Aurora ("Aurora"), Hollywood Casino Joliet ("Joliet"), Hollywood Casino Columbus ("Columbus"), Hollywood Casino Toledo ("Toledo") and the M Resort Spa Casino ("M Resort"), and (ii) make associated adjustments to the rent after which the initial rent in the AR PENN Master Lease was reset to \$284.1 million, consisting of \$208.2 million of building base rent, \$43.0 million of land base rent and \$32.9 million of percentage rent (as such terms are defined in the AR PENN Master Lease). Subsequent to the execution of the AR PENN Master Lease, the lease contains real estate assets associated with 14 of the Company's gaming facilities used in its operations. The current term of the AR PENN Master Lease expires on October 31, 2033 and thereafter contains three renewal terms of five years each on the same terms and conditions, exercisable at the Company's option. The AR PENN Master Lease along with the 2023 Master Lease (as defined and discussed below) are cross-defaulted, cross-collateralized, and coterminous, and subject to a parent guarantee. See [Note 12, "Leases"](#) in the notes to our Consolidated Financial Statements for further discussion.

#### ***2023 Master Lease***

Concurrent with the execution of the AR PENN Master Lease, the Company and GLPI entered into a new triple net master lease (the "2023 Master Lease"), effective January 1, 2023, specific to the property associated with Aurora, Joliet, Columbus, Toledo, M Resort, Hollywood Casino at The Meadows ("Meadows"), and Hollywood Casino Perryville ("Perryville") and a master development agreement (the "Master Development Agreement"). The 2023 Master Lease has an initial term through October 31, 2033 with three subsequent five-year renewal periods on the same terms and conditions, exercisable at the Company's option. The 2023 Master Lease terminated the individual triple net leases associated with Meadows and Perryville. The 2023 Master Lease and AR PENN Master Lease are cross-defaulted, cross-collateralized, and coterminous, and subject to a parent guarantee. See [Note 12, "Leases"](#) in the notes to our Consolidated Financial Statements for further discussion.

#### ***Pinnacle Master Lease***

In connection with the acquisition of Pinnacle Entertainment, Inc. ("Pinnacle"), on October 15, 2018, the Company assumed a triple net master lease with GLPI (the "Pinnacle Master Lease"), originally effective April 28, 2016, pursuant to which the Company leases real estate assets associated with 12 of the gaming facilities used in its operations. Upon assumption of the Pinnacle Master Lease, as amended, there were 7.5 years remaining of the initial ten-year term, with five subsequent, five-year renewal periods, on the same terms and conditions, exercisable at the Company's option. Furthermore, in conjunction with the acquisition of Pinnacle, GLPI acquired the real estate assets associated with Plainridge Park Casino and leased back such assets to the Company pursuant to an amendment to the Pinnacle Master Lease. See [Note 12, "Leases"](#) in the notes to our Consolidated Financial Statements for further discussion.

#### *Other triple net leases with REIT landlords*

The Company has a triple net lease with GLPI for the land underlying the Hollywood Casino Morgantown property. Prior to the execution of the 2023 Master Lease, the Company also had triple net leases with GLPI for the real estate assets associated with the Meadows and Perryville properties. Prior to the sale of PENN's outstanding equity interest in Tropicana Las Vegas Hotel and Casino, Inc. ("Tropicana") on September 26, 2022, the Company had a triple net lease with GLPI for the real estate assets associated with the Tropicana property. See [Note 12, "Leases"](#) in the notes to our Consolidated Financial Statements for further discussion.

The Company has triple net leases with VICI Properties, Inc. (NYSE: VICI) ("VICI") for the real estate assets associated with the Margaritaville Resort Casino and Hollywood Casino at Greentown properties. See [Note 12, "Leases"](#) in the notes to our Consolidated Financial Statements for further discussion.

#### **Trademarks**

We own a number of trademarks and service marks registered or pending registration with the U.S. Patent and Trademark Office ("USPTO"), the Canadian Intellectual Property Office ("CIPO"), and/or other intellectual property organizations in the European Union, the United Kingdom, and other countries around the world, including but not limited to, "Ameristar®," "Argosy®," "Boomtown®," "Hollywood Casino®," "Hollywood Gaming®," "L'Auberge®," "M Resort®," and "PENN Play™" among other trademarks. Upon completion of the acquisition of theScore in October 2021, we acquired theScore's registered trademarks and service marks, including but not limited to, "theScore®," "theScore Bet®," and "theScore esports®" among other trademarks. We believe that our rights to our trademarks are well-established and have competitive value to our properties and businesses. We also have a number of trademark applications pending with the USPTO, CIP, and the World Intellectual Property Organization.

Among others, we have a licensing agreement with a third-party to use the "Margaritaville" trademark in connection with the operations of Margaritaville in Bossier City, Louisiana. As of August 8, 2023, we have a licensing agreement with ESPN, Inc. to use the "ESPN BET™" and related trademarks in connection with the operations of our online sports betting products within the United States.

#### **Competition**

The gaming, media, and entertainment industries are characterized by an increasingly high degree of competition among a large number of participants. We compete with a variety of gaming operations, including casinos and hotel casinos of varying quality and size and other gaming options such as state and province-sponsored internet lotteries, sweepstakes, charitable gaming, video gaming terminals at bars, restaurants, taverns and truck stops, illegal slot machines and skill games, fantasy sports and third-party internet or mobile-based gaming platforms, including both legal and illegal iCasino and sports betting operations. More generally, both our retail and interactive gaming operations face competition from all manner of leisure and entertainment activities, including shopping, athletic events, television and movies, concerts, and travel. Competition is discussed in further detail within ["Item 1A. Risk Factors"](#) of this Annual Report on Form 10-K and a discussion of the impact of competition on our results of operations, and cash flows is included within ["Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations"](#) of this Annual Report on Form 10-K.

#### **Seasonality**

Our operations are subject to seasonality, including seasonality based on the weather in the region in which the properties operate and the travel habits of visitors. Business at our properties can also fluctuate due to specific holidays or other significant events, particularly when a holiday falls in a different quarter than the prior year, city-wide conventions, large sporting events or concerts, or visits by our premium players. We also believe that any seasonality, holiday, or other significant event may affect our various properties or regions differently. We may also experience seasonality with retail and online sports betting which coincides with certain sporting events, as well as seasons of professional sports teams.

#### **Government Regulation and Gaming Issues**

The gaming and racing industries are highly regulated, and we must maintain our licenses and pay gaming taxes to continue our operations. Our online gaming operations and each of our properties are subject to extensive regulation under the laws, rules, and regulations of the jurisdictions where we operate. These laws, rules, and regulations generally concern the responsibility, financial stability, and character of the owners, managers, and persons with financial interests in the gaming operations. Violations of laws or regulations in one jurisdiction could result in disciplinary action in other jurisdictions. For a

more detailed description of the statutes and regulations to which we are subject, see [Exhibit 99.1, "Description of Government Regulations"](#) to this Annual Report on Form 10-K, which is incorporated herein by reference.

Our businesses are subject to various international, federal, state, provincial, and local laws and regulations in addition to gaming regulations. These laws and regulations include, but are not limited to, restrictions and conditions concerning alcoholic beverages, environmental matters, employees, health care, currency transactions, taxation, zoning and building codes, data privacy, anti-money laundering, and marketing and advertising. Such laws and regulations could change or could be interpreted differently in the future, or new laws and regulations could be enacted. Material changes, new laws or regulations, or material differences in interpretations by courts or governmental authorities could adversely affect our financial condition, results of operations and cash flows.

### ***Employees and Human Capital Resources***

The Company's key human capital management objectives are to attract, retain, and develop diverse and high-quality talent. Our commitment to an equal-opportunity and respectful workplace characterized by both diversity and inclusion, in which everyone feels valued, respected, and supported, is a factor driving our success. Our talent and development programs are designed to develop, support and maintain talent succession pipelines in preparation for key roles and leadership positions; recognize, reward and support our team members through competitive pay and wellness programs; enhance the Company's philanthropic culture by encouraging participation and championing programs in the communities in which we work and live; and invest in technology and resources to provide our team members with the most efficient tools to perform their jobs.

Some of the key programs and initiatives developed to attract, develop, engage, and retain diverse and high-quality talent include:

- Executive and High Potential Talent Review Process to include team members who completed an internal development program
- LEAP Program (Leadership Excellence at PENN, intern program)
- Emerging Leader Program
- Early Career Leadership Academy (0 to 2 years experience leading others) and Mid-Career Leadership Academy (over 3 years experience leading others)
- Cohort Programs (Gaming, Hospitality, Human Resources)
- PENN Women
- Learning Central, a catalog of self-paced development opportunities covering a wide range of topics
- Diversity and Veteran Recruitment Initiatives
- AwardCo Recognition Program and Property Engagement Committees

Through the dedicated efforts of our corporate, interactive, and property leadership teams, our charitable Foundation and the PENN Diversity Council, we launched or expanded a number of initiatives in 2023 focused on improving the lives of our team members, their families, and those in need in our communities.

In 2023, our diversity training initiatives continued with the roll out of Level Two for all leaders of people, approximately 3,700 people across the Company. The training was broken into two separate sessions:

- Session I: Building and Developing a Diverse Workforce
- Session II: Sexual Harassment and Respectful Workplace

The Board of Directors and Senior Leadership Team set a goal of 90% participation by December 31, 2023. As of December 31, 2023, 99% completed Session I and 97% completed Session II. Survey results were strong with an average of 97% replying favorably to applying new knowledge and 9.3/10 would recommend the training.

Highlights from last year's efforts include the expansion of our \$4 million STEM Scholarship Fund and internship program which now has six Historically Black Colleges and Universities (HBCUs) in the program. Our commitment continued in dedicating more than \$4 million to fund STEM scholarships with HBCUs in states where we operate, as well as creating internship opportunities at the Company. This year, 31% of our LEAP interns were from an HBCU and 72% were diverse and/or female.

In addition, we piloted a structured mentoring program in October for approximately 200 team members. Participants include Emerging Leader graduates, high potential talent, new leaders, and executives. As of December 31, 2023, there are 154 established partnerships logging just over 300 hours of mentoring activities. In 2024, we aim to scale the program. We also continued our annual \$1 Million Diversity Scholarship Program for the children of team members. In 2023, there were 52

recipients with 57% of them being first generation college bound students. The application process for the 2024-2025 school year will kick-off in early 2024.

As of December 31, 2023, we had approximately 23,333 full-time and part-time employees. We had 35 collective bargaining agreements covering approximately 4,180 active employees. Twelve collective bargaining agreements are scheduled to expire in 2024. Although we believe that we have good employee relations, there can be no assurance that we will be able to extend or enter into replacement agreements. If we are able to extend or enter into replacement agreements, there can be no assurance as to whether the terms will be on comparable terms to the existing agreements.

#### **ITEM 1A. RISK FACTORS**

You should be aware that the occurrence of any of the events described in this section and elsewhere in this report or in any other of our filings with the SEC could have a material adverse effect on our business, financial position, results of operations, and cash flows. In evaluating us, you should consider carefully, among other things, the risks described below.

##### **Summary of Risk Factors**

The following is a summary of the principal risks that could adversely affect our business, operations, and financial results.

##### ***Risks Related to Our Business, Industry and Market Conditions***

- Our business is sensitive to reductions in discretionary consumer spending because of downturns in the economy and other factors outside of our control.
- Intense competition exists in the gaming, media, and entertainment industries, and we expect competition to continue to intensify.
- Our results of operations may fluctuate due to seasonality and other factors and, therefore, our periodic operating results will not be guarantees of future performance.
- Shareholder activists could cause a disruption to our business.

##### ***Risks Related to Our Operations***

- We have certain retail properties that generate a significant percentage of our revenues and our ability to meet our operating and debt service requirements is dependent, in part, upon the continued success of these properties.
- A significant portion of our cash flow from operations is used to make interest payments and rent payments under our debt and lease agreements.
- We may require additional capital to support our growth plans, and such capital may not be available on terms acceptable to us, if at all.
- Most of our facilities are leased and could experience risks associated with leased property.
- We are subject to risks and costs related to climate change regulations and greenhouse gas effects.
- Investors' and other stakeholders' expectations of our performance relating to environmental, social, and governance factors may impose additional costs and expose us to new risks.
- Our management agreements and/or leases with third parties and local governments may not be renewed.
- There can be no assurance that we will be able to compete effectively or generate sufficient returns on our recently expanded sports betting and iCasino operations, including ESPN BET.
- Our operations and their success are largely dependent on the skill and experience of management and key personnel.
- Our business is dependent on our ability to attract and retain talented team members.
- We face risks related to collective bargaining activity and strikes.
- We face the risk of fraud, theft, and cheating.
- We rely on, among other things, copyrights, trademarks, trade secrets, confidentiality procedures, and contractual provisions to protect our intellectual property rights and we may be unable to protect or may not be successful in protecting our intellectual property rights.
- Our commercial success depends upon us avoiding the infringement of intellectual property rights owned by others.
- Our technology contains third-party open source software components.
- We may face disruption and other difficulties in integrating and managing acquired operations or other initiatives we have recently acquired, may develop, or may acquire in the future.
- We lease facilities that are located in areas that experience extreme weather conditions, which may increase in frequency and severity as a result of climate change.
- We rely on third parties to provide services that are essential to the operation of our online sports betting and iCasino business, including geolocation, identity and age verification, payment processing, and sports data.
- Our growth will depend, in part, on the success of our strategic relationships with third parties.



- We are reliant on our partnership with ESPN, and our failure to maintain that relationship could negatively impact our business, reputation, and strategic goals.
- The growth of our Interactive segment will depend on our ability to attract and retain users and require investments in our online offerings, technology, and strategic marketing initiatives.
- Participation in the sports betting industry exposes us to trading, liability management, and pricing risk.
- We follow the sports betting industry practice of restricting and managing betting limits at the individual customer level based on individual customer profiles and risk level to the enterprise; however, there is no guarantee that gaming regulatory authorities will allow operators such as us to place limits at the individual customer level.
- We extend credit to a portion of our customers who wager at our retail properties, and we may not be able to collect gaming receivables from our credit customers.
- The success, including win or hold rates, of existing or future retail, sports betting, and iCasino products depends on a variety of factors and is not completely controlled by us.
- We face a number of challenges prior to opening new or upgraded gaming properties, launching iCasinos and sports betting in new jurisdictions, or launching new iCasino or sports betting offerings.

#### ***Risks Related to our Information Systems and Technology***

- If our third-party mobile application distribution platforms or service providers do not perform adequately or terminate their relationships with us, our costs may increase.
- If internet and other technology-based service providers experience service interruptions, our ability to conduct our business may be impaired.
- We rely on third party cloud infrastructure services to deliver our offerings to users.
- Our information technology and other systems are subject to cybersecurity risk, including misappropriation of employee information, customer information or other breaches of information security.

#### ***Legal and Regulatory Risk Factors***

- We are or may become involved in legal proceedings and no assurance can be provided as to the outcome of these matters.
- We face extensive regulation from gaming regulatory authorities.
- We are subject to certain federal, state, provincial, and other regulations.
- State and local smoking restrictions have and may continue to negatively affect our business.
- Changes to consumer privacy laws could adversely affect our ability to market our products effectively and may require us to change our business practices or expend significant amounts on compliance with such laws.
- We are subject to environmental laws and potential exposure to environmental liabilities.
- We may experience material increases to our taxes or the adoption of new taxes or the authorization of new or increased forms of gaming.

The summary risk factors described above should be read together with the text of the full risk factors below and in the other information set forth in this Annual Report, including our consolidated financial statements and the related notes, as well as in other documents that we file with the SEC. If any such risks and uncertainties actually occur, our business, prospects, financial condition, and results of operations could be materially and adversely affected. The risks summarized above or described in full below are not the only risks that we face. Additional risks and uncertainties not currently known to us, or that we currently deem to be immaterial may also materially adversely affect our business, prospects, financial condition, and results of operations.

#### ***Risks Related to Our Business, Industry, and Market Conditions***

***Our business is sensitive to reductions in discretionary consumer spending because of downturns in the economy and other factors outside of our control.***

Our business is particularly sensitive to downturns in the economy and the associated impact on discretionary spending on leisure activities. As a regional operator, our in-person customers are predominately local, so we compete for more day-to-day discretionary spending as compared with destination spending. Decreases in discretionary consumer spending or consumer preferences brought about by factors such as perceived or actual general economic conditions, effects of declines in consumer confidence in the economy, any future employment or credit crisis, the impact of high and prolonged inflation, particularly with respect to housing, energy, and food costs, the increased cost of travel, decreased disposable consumer income and wealth, fears of war and future acts of terrorism, or widespread illnesses or epidemics can have a material adverse effect on discretionary spending and other areas of economic behavior that directly impact the gaming and entertainment industries in general and



could further reduce customer demand for the products and amenities that we offer, which may negatively impact our revenues and operating cash flow.

The closing of our properties due to the COVID-19 pandemic caused significant disruptions to our ability to generate revenues, profitability, and cash flows and had a material adverse impact on our financial condition, results of operations, and cash flows. While all our properties are currently open, there remains continuing logistical challenges faced by the entire gaming industry resulting from COVID-19-related labor shortages and supply chain disruptions. Future disruptions, as well as significant negative economic trends, due to the COVID-19 pandemic or other widespread illnesses or epidemics, may adversely impact our business, prospects, financial condition, and results of operations.

***Intense competition exists in the gaming, media, and entertainment industries, and we expect competition to continue to intensify.***

The gaming, media, and entertainment industries are characterized by an increasingly high degree of competition among a large number of participants. We compete with a variety of gaming operations, including casinos and hotel casinos of varying quality and size and other gaming options such as state and province-sponsored internet lotteries, sweepstakes, charitable gaming, video gaming terminals at bars, restaurants, taverns and truck stops, illegal slot machines and skill games, fantasy sports and third-party internet or mobile-based gaming platforms, including both legal and illegal iCasino and sports betting operations. More generally, both our retail and interactive gaming operations face competition from all manner of leisure and entertainment activities, including shopping, athletic events, television and movies, concerts, and travel.

We and our competitors have invested in expanding existing facilities, developing new facilities, and acquiring established facilities in existing markets. This expansion of existing casino entertainment properties, the increase in the number of properties and aggressive marketing strategies by many of our competitors have increased competition in many markets in which we compete, and this intense competition can be expected to continue. As competing properties and new markets open, our business, prospects, financial condition, and results of operations may be negatively impacted.

Increased competition may require us to make substantial capital expenditures to maintain and enhance the competitive positions of our properties, including making expenditures to increase the attractiveness and add to the appeal of our facilities, increasing the manner and frequency in which we refresh, refurbish or replace fixtures, equipment and gaming offerings. After satisfying our obligations under our outstanding indebtedness and Triple Net Leases (as defined below), there can be no assurance that we will have sufficient funds to undertake these expenditures or that we will be able to obtain sufficient financing to fund such expenditures. If we are unable to make such expenditures, our competitive position could be materially adversely affected.

Similarly, there is intense competition among iCasino and online sports betting providers. Such competitors may spend more money and time on developing and testing products and services, undertake more extensive marketing campaigns, adopt more aggressive pricing or promotional policies or otherwise develop more commercially successful products or services than ours, which could negatively impact our business. There has also been considerable consolidation among competitors in the interactive gaming sectors and such consolidation and future consolidation could result in the formation of larger competitors with increased financial resources and altered cost structures, which may enable them to offer more competitive products, gain a larger market share, expand offerings, and broaden their geographic scope of operations. If we are not able to maintain or improve our market share, or if our offerings do not continue to be popular, our Interactive segment's business, prospects, financial condition, and results of operations could suffer.

***Our results of operations may fluctuate due to seasonality and other factors and, therefore, our periodic operating results will not be guarantees of future performance.***

Our online sportsbook, retail sportsbook, and core retail business operations may fluctuate due to seasonal trends and other factors. A majority of our current sports betting revenue occurs in the fourth quarter. This seasonality may cause decreases in our future revenues during the applicable off-seasons. In addition, certain individuals or teams advancing or failing to advance and their scores and other results within specific tournaments, games or events may impact our financial performance. Our retail gaming operations are also subject to seasonality, including seasonality based on the weather in the markets in which they operate, specific holidays, or other significant events.

The operations of our properties are subject to disruptions or reduced patronage as a result of severe weather conditions, natural disasters, acts or threats of terrorism, concerns about widespread illnesses or epidemics, including COVID-19, and other casualty events, such as hurricanes or tornados. We maintain significant property insurance, including business interruption coverage, for these types of casualty events; however, if any such events occur, there can be no assurances that we will be fully or promptly compensated, if at all, for losses at any of our properties in the event of future inclement weather or casualty events

or from the closings of our properties due to widespread illnesses or epidemics. In addition, the occurrence of such an event may adversely impact general economic or other conditions in the areas in which our properties are located or from which they draw their patrons, and our business, prospects, financial condition, and results of operations could be materially adversely affected.

***Shareholder activists could cause a disruption to our business.***

An activist investor has indicated disagreement with our strategic direction and capital allocation policies and may seek representation on our Board of Directors. Our business, operating results and financial condition could be adversely affected and may result in, among other things: (a) increased operating costs, including increased legal expenses, insurance, administrative expenses and associated costs incurred in connection with director election contests; (b) uncertainties as to our future direction, which could result in the loss of potential business opportunities and could make it more difficult to attract, retain, or motivate qualified personnel, and strain relationships with investors and customers; and (c) reduction or delay in our ability to effectively execute our current business strategy and to implement new strategies.

**Risks Related to our Operations**

***We generate a material percentage of our revenues from certain geographic regions and our ability to meet our operating and debt service requirements is dependent, in part, upon the continued success of these regions.***

For the year ended December 31, 2023, we generated 13.8%, 13.6%, and 9.7% of our revenues from our retail properties within the states of Louisiana, Ohio, and Missouri, respectively. As a result, we are subject to a greater degree of risk than a gaming company with more regional diversification as our results will be dependent on the regional economies and competitive landscapes in these specific markets. Our ability to meet our operating and debt service requirements is thus dependent, in part, upon the continued success of our properties in these key regions. The risks to which we have a greater degree of exposure include changes in local economic and competitive conditions; changes in local and state governmental laws and regulations, including gaming laws and regulations, and the way in which those laws and regulations are applied; natural and other disasters, including the potential effects of climate change such as severe storms, hurricanes, typhoons, rising sea levels, severe drought, or the outbreak of infectious diseases; an increase in the cost of maintaining our properties in these areas; a decline in the number of visitors to locations in such regions; and a decrease in gaming and non-gaming activities at our properties in such regions. Any of these factors could negatively affect our business, prospects, financial condition, results of operations, and ability to generate sufficient cash flow to meet our operating and debt service requirements.

***A significant portion of our cash flow from operations is used to make interest payments and rent payments under our debt and lease agreements.***

As of December 31, 2023, we had indebtedness of \$2.8 billion, including \$1.5 billion outstanding under our Amended Credit Facilities. We are also required to utilize a significant portion of our cash flow from operations to make our rent payments, which were \$937.8 million for the year ended December 31, 2023, pursuant to and subject to the terms and conditions of our Master Leases and Morgantown Lease, each with GLPI, and our Margaritaville Lease and Greektown Lease with VICI (as defined previously, collectively, our "Triple Net Leases"). As a result of these commitments under our Triple Net Leases, our ability to fund our own operations or development projects, raise capital, make acquisitions and otherwise respond to competitive and economic changes may be adversely affected. Further, our obligations under the Triple Net Leases may make it more difficult for us to satisfy our obligations with respect to our indebtedness and to obtain additional indebtedness and restrict our ability to raise capital, make acquisitions, divestitures, and engage in other significant transactions. Any of the aforementioned factors could have a material adverse effect on our business, financial condition, results of operations, and cash flows.

There is no assurance that our business will generate sufficient cash flow from operations or that future borrowings will be available to us under our Amended Credit Facilities in amounts sufficient to enable us to fund our liquidity needs, including with respect to our indebtedness and rent payments. Our variable rate borrowings expose us to interest rate volatility, which could cause our debt service obligations to increase significantly. We also may incur indebtedness related to properties we develop or acquire in the future prior to generating cash flow from those properties. If those properties do not provide us with cash flow to service that indebtedness, we will need to rely on cash flow from our other properties, which would increase our leverage. In addition, if we consummate significant acquisitions in the future, our cash requirements may increase significantly.

***We may require additional capital to support our growth plans, and such capital may not be available on terms acceptable to us, if at all.***

We may finance some of our current and future expansion, development and renovation projects and acquisitions with cash flow from operations, borrowings under our Amended Credit Facilities and equity or debt financings. For more information regarding our future development projects, see “Recent Acquisitions, Development Projects and Other” in the [“Executive Overview”](#) within our Management’s Discussion and Analysis. If we are unable to finance our current or future projects, we could have to seek alternative financing. Depending on credit market conditions, including the current high interest rate environment, alternative sources of funds may not be sufficient to finance our expansion, development and/or renovation, or such other financing may not be available on acceptable terms, in a timely manner or at all. In addition, our existing indebtedness contains restrictions on our ability to incur additional indebtedness. If we are unable to secure additional financing, we could be forced to limit or suspend expansion, development and renovation projects and acquisitions, which may adversely affect our business, prospects, financial condition, results of operations, and cash flows.

The capacity under our Amended Revolving Credit Facility is \$1.0 billion, of which \$978.3 million is available as of December 31, 2023. Our Amended Revolving Credit Facility expires in 2027. There is no certainty that our lenders will continue to remain solvent or fund their respective obligations under our Amended Credit Facilities. Events involving limited liquidity, defaults, non-performance or other adverse developments that affect financial institutions, transactional counterparties or other companies in the financial services industry or the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, have in the past and may in the future lead to market-wide liquidity problems. Although we assess our banking and customer relationships as we believe necessary or appropriate, our access to funding sources and other credit arrangements in amounts adequate to finance or capitalize our current and projected future business operations could be significantly impaired by factors that affect us, the financial services industry or economy in general.

***Most of our facilities are leased and could experience risks associated with leased property.***

We lease 36 of the facilities we operate pursuant to the Triple Net Leases. Termination of the PENN Master Lease, the 2023 Master Lease, Pinnacle Master Lease, or Morgantown Lease could result in a default under our debt agreements and could have a material adverse effect on our financial condition, results of operations, and cash flows. Moreover, as a lessee, we do not completely control the land and improvements underlying our operations, and our landlords under the Triple Net Leases could take certain actions to disrupt our rights in the facilities leased under the Triple Net Leases that are beyond our control. In addition, should some of our leased facilities prove to be unprofitable, we could remain obligated for lease payments and other obligations under the Triple Net Leases even if we decide to withdraw from those locations. Further, there can also be no assurance that we will be able to comply with our obligations under the Triple Net Leases in the future or that our landlords will be able to comply with their obligations under the Triple Net Leases with us.

***We are subject to risks and costs related to climate change regulations and greenhouse gas effects.***

There is a growing consensus that greenhouse gas (“GHG”) emissions continue to alter the composition of the global atmosphere in ways that are affecting, and are expected to continue affecting, the global climate. We may become subject to legislation and regulation regarding climate change, and compliance with any new rules could be difficult, burdensome, and costly. Concerned parties, such as legislators and regulators, stockholders, and nongovernmental organizations, as well as companies in many business sectors, are considering ways to reduce GHG emissions. Many states have announced or adopted programs to stabilize and reduce GHG emissions and, in the past, federal legislation has been proposed in Congress. If such legislation is enacted, we could incur increased energy, environmental and other costs, and capital expenditures to comply with the limitations. Unless and until legislation is enacted and its terms are known, we cannot reasonably or reliably estimate its impact on our business, financial condition, results of operations, or ability to compete. Further, regulation of GHG emissions may limit our customers’ ability to travel to our properties (e.g. as a result of increased fuel costs or restrictions on transport-related emissions).

***Investors’ and other stakeholders’ expectations of our performance relating to environmental, social, and governance factors may impose additional costs and expose us to new risks.***

There is an increasing focus from certain investors, customers, partners, employees, other stakeholders, governments, and regulators concerning environmental, social, and governance matters (“ESG”). For example, various policymakers, such as the SEC and the State of California, have adopted, or are considering adopting rules or laws to require companies to provide significantly expanded climate-related disclosures, which may require us to incur significant additional costs to comply, including the implementation of significant additional internal controls processes and procedures regarding matters that have not been subject to such controls in the past, and impose increased oversight obligations on our management and board of directors. Additionally, some investors may use these non-financial performance factors to guide their investment strategies

and, in some cases, may choose not to invest in us if they believe our policies and actions relating to ESG are inadequate. We may face reputational damage in the event that we do not meet the ESG standards set by various constituencies.

As ESG best practices and reporting standards continue to develop, we may incur increasing costs related to ESG monitoring and reporting and compliance with ESG initiatives. We publish an annual Corporate Social Responsibility Report, which highlights, among other things, our climate change mitigation activities and how we are supporting our workforce, including our diversity, equity, inclusion, and belonging efforts. Our disclosures on these matters, or a failure to meet evolving stakeholder expectations for ESG practices and reporting, may potentially harm our reputation and customer relationships.

Furthermore, if our competitors' ESG performance is perceived to be better than ours, potential or current investors may elect to invest with our competitors instead. In addition, in the event that we communicate certain initiatives or goals regarding ESG matters, we could fail, or be perceived to fail, in our achievement of such initiatives or goals, or we could be criticized for the scope of such initiatives or goals. If we fail to satisfy the expectations of investors, customers, employees, and other stakeholders, or our initiatives are not executed as planned, our business, financial condition, results of operations, and prospects could be adversely affected.

***Our management agreements and/or leases with third parties and local governments may not be renewed or the terms of a renewal may require significant fees or capital expenditure commitments.***

Our operations in several jurisdictions depend on land leases and/or management and development agreements with third parties and local governments. If we, or if GLPI or VICI, in the case of leases pursuant to which we are the sub-lessee, are unable to renew these leases and agreements on satisfactory terms as they expire or if disputes arise regarding the terms of these agreements, our business may be disrupted and, in the event of disruptions in multiple jurisdictions, could have a material adverse effect on our business, financial condition, results of operations, and cash flows. We may also be required to pay higher fees and/or incur additional capital expenditures to renew management agreements with third parties and local governments in our existing jurisdictions, or incur higher fees and/or capital expenditures than forecasted in connection with new management agreements with third parties and local governments as we expand into new jurisdictions.

***There can be no assurance that we will be able to compete effectively or generate sufficient returns on our recently expanded sports betting and iCasino operations, including the launch of ESPN BET.***

Certain of the jurisdictions in which we operate have legalized intra-state sports wagering and have established extensive state licensing and regulatory requirements governing any such intra-state sports wagering. As of December 31, 2023, we have launched the ESPN BET app in 17 states, and we expect to launch our ESPN BET app in additional states throughout 2024. Our sports betting and iCasino operations compete, and will continue to compete, in a rapidly evolving and highly competitive market against an increasing number of competitors.

Additionally, and as described in more detail below, we have entered into agreements with other online sports betting and iCasino operators and may enter into additional agreements with strategic partners and other third-party vendors to provide market access in certain jurisdictions. In addition, there can be no assurance that the ESPN BET audience will engage in sports betting and iCasino products to the extent that we expect. Further, the success of our proposed sports betting and iCasino operations is dependent on a number of additional factors, many of which are beyond our control, including the ultimate tax rates and license fees charged by jurisdictions across the United States and Canada; our ability to gain market share in a new market; the timeliness and the technological and popular viability of our products; our ability to compete with new entrants in the market; changes in consumer demographics and public tastes and preferences; cancellations and delays in sporting seasons and sporting matches as a result of events such as player strikes or lockouts; and the availability and popularity of other forms of entertainment. There can be no assurance that we will be able to compete effectively or that our expansion will be successful and generate sufficient returns on our investment.

***Our operations and their success are largely dependent on the skill and experience of management and key personnel.***

Our success and our competitive position, related to our retail operations, sports betting and iCasino operations, and media businesses, are largely dependent upon, among other things, the efforts and skills of our senior executives and management team. Although we enter into employment agreements with certain of our senior executives and key personnel, we cannot assure you that we will be able to retain our existing senior executive and management personnel or attract additional qualified senior executive and management personnel.

***Our business is dependent on our ability to attract and retain talented team members.***

We compete with other companies both within and outside of our industry for talented personnel. If we cannot recruit, train, develop, and retain skilled and experienced personnel to our corporate, retail operations, sports betting and iCasino, and media businesses, we could experience increased employee turnover, decreased guest or user satisfaction, low morale, inefficiency, or internal control failures. Insufficient numbers of talented team members could also limit our ability to grow and expand our businesses. A shortage of frontline and skilled labor could also result in higher wages that would increase our labor costs, which could reduce our profits. Additionally, the increased ability of employees to work from home or in other remote work arrangements has impacted, and may continue to impact, our ability to attract and retain talented personnel.

Qualified individuals are in high demand, particularly in the technology and media industries, and we may incur significant costs to attract them. We may use equity awards to attract talented employees, influencers and media personalities. If the value of our common stock declines significantly and remains depressed, that may prevent us from recruiting and retaining qualified talent. Our ability to attract, retain, and motivate employees, influencers and media personalities may also be adversely affected by stock price volatility.

***We face risks related to collective bargaining activity and strikes.***

As of December 31, 2023, approximately 25% of team members at our properties are currently covered by collective bargaining agreements. Numerous collective bargaining agreements are typically subject to negotiation each year, and our ability in the past to resolve such negotiations does not mean that we will be able to resolve future negotiations without strikes, disruptions, or on terms that we consider reasonable. If relationships with our organized associates or the unions that represent them become adverse, then the properties we operate could experience labor disruptions such as strikes, lockouts, boycotts, and public demonstrations. Labor disputes and disruptions have in the past, and could in the future, result in adverse publicity and negatively affect operations and revenues at affected properties.

In addition, labor regulation and the negotiation of new or existing collective bargaining agreements could lead to higher wage and benefit costs, changes in work rules that raise operating expenses and legal costs, and could impose limitations on our ability or the ability of our third-party property owners to take cost saving measures during economic downturns.

Given the large number of employees, labor unions are making a concerted effort to recruit more employees in the gaming industry, and we have experienced attempts by labor organizations to organize certain of our non-union employees. We cannot provide any assurance that we will not experience additional and successful union activity in the future. The impact of this union activity is undetermined and could negatively impact our results of operations. Increased unionization of our workforce, new labor legislation or changes in regulations could disrupt our operations, reduce our profitability or interfere with the ability of our management to focus on executing our business strategies.

***We face the risk of fraud, theft, and cheating.***

We face the risk that gaming customers may attempt or commit fraud or theft or cheat in order to increase winnings. Such acts of fraud, theft, or cheating could involve the use of counterfeit chips or other tactics, possibly in collusion with our employees. Internal acts of cheating could also be conducted by employees through collusion with dealers, surveillance staff, floor managers, or other casino or gaming area staff. Additionally, we also face the risk that customers may attempt or commit fraud or theft with respect to our non-gaming offerings or against other customers. Such risks include stolen credit or charge cards or cash, falsified checks, theft of retail inventory and purchased goods, and unpaid or counterfeit receipts. Failure to discover such acts or schemes in a timely manner may result in losses in our operations. In the event of the occurrence of any such issues with our existing technology or product offerings, substantial resources and management attention may be diverted from other projects to correct these issues, which may delay other projects and the achievement of our strategic objectives. Negative publicity related to such acts or schemes could have an adverse effect on our reputation, potentially causing a material adverse effect on our business, financial condition, results of operations, and cash flows.

***We rely on, among other things, copyrights, trademarks, trade secrets, confidentiality procedures, and contractual provisions to protect our intellectual property rights and we may be unable to protect or may not be successful in protecting our intellectual property rights.***

Our commercial success depends upon our ability to develop new or improved technologies and products, and to successfully obtain or acquire proprietary or statutory protection for our intellectual property rights.

We rely on, among other things, copyrights, trademarks, trade secrets, confidentiality procedures, and contractual provisions to protect our proprietary rights. While we enter license, confidentiality and non-disclosure agreements with our

employees and vendors, consultants, users, potential users, and others to attempt to limit access to and distribution of proprietary and confidential information, it is possible that:

- some or all of our confidentiality and non-disclosure agreements will not be honored;
- third parties will independently develop equivalent technology or misappropriate our technology or designs;
- disputes will arise with our strategic partners, users or others concerning the ownership of intellectual property;
- unauthorized disclosure or use of our intellectual property, including source code, know-how or trade secrets will occur; or
- contractual provisions may not be enforceable.

There can be no assurance that we will be successful in protecting our intellectual property rights or that we will become aware of third-party infringements that might be occurring. Inability to protect our intellectual property rights could have a material adverse effect on our prospects, business, financial condition or results of operations.

***Our commercial success depends upon us avoiding the infringement of intellectual property rights owned by others.***

The industries in which we compete have many participants that own, or claim to own, intellectual property, including participants that have been issued patents and may have filed patent applications or may obtain additional patents and proprietary rights for technologies similar to those used by us in our products. Some of these patents may grant very broad protection to the third-party owners thereof. Patents can be issued very rapidly and there is often a great deal of secrecy surrounding pending patent applications. We cannot determine with certainty whether any existing third-party patents or the issuance of any new third-party patents would require us to alter our technologies, pay for licenses, challenge the validity or enforceability of the patents, or cease certain activities. Third parties may assert intellectual property infringement claims against us and against our partners and/or suppliers. We may be subject to these types of claims either directly or indirectly through indemnities assuming liability for these claims that we may provide to certain partners. There can be no assurance that our attempts to negotiate favorable intellectual property indemnities in favor of us with our suppliers for infringement of third-party intellectual property rights will be successful or that a supplier's indemnity will cover all damages and losses suffered by us and our partners and other suppliers due to infringing products, or that we can secure a license, modification or replacement of a supplier's products with non-infringing products that may otherwise mitigate such damages and losses.

Some of our competitors have, or are affiliated with companies that have, substantially greater resources than us, and these competitors may be able to sustain the costs of complex intellectual property infringement litigation to a greater degree and for longer periods of time than us. Regardless of whether third-party claims of infringement against us have any merit, these claims could:

- adversely affect our relationships with our customers and vendors;
- be time-consuming to evaluate and defend;
- result in costly litigation;
- result in negative publicity for us;
- divert our management's attention and resources;
- cause product and software delivery delays or stoppages;
- subject us to significant liabilities;
- require us to enter into costly royalty or licensing agreements;
- require us to develop possible workaround solutions that may be costly and disruptive to implement; or
- require us to cease certain activities or to cease distributing our products and delivering our services in certain markets.

In addition to being liable for potentially substantial damages relating to a patent or other intellectual property following an infringement action against us, we may be prohibited from developing or commercializing certain technologies or products unless we obtain a license from the holder of the patent or other applicable intellectual property rights, or purchase these rights. There can be no assurance that we will be able to obtain any such license or purchase the patent on commercially reasonable terms, or at all. If we do not obtain such a license, our prospects, business, operating results, and financial condition could be materially adversely affected, and we could be required to cease related business operations in some markets and restructure our business to focus on continuing operations in other markets.

***Our technology contains third-party open source software components.***

Our technology contains software modules licensed to us under "open source" licenses from third-party sources. Use and distribution of open source software may entail greater risks than use of third-party commercial or proprietary software, as open source licensors generally do not provide support, warranties, indemnification or other contractual protections regarding

infringement claims or the quality of the code. In addition, the public availability of such software may make it easier for others to compromise our technology.

Some open source licenses contain requirements that we make the source code of our software, in which the open source software modules are used or incorporated into, publicly available for third parties to create modifications or derivative works, or grant other licenses to our intellectual property for free. These types of open source licenses are commonly known as “copyleft” licenses. If we combine our proprietary software with open source software subject to copyleft licenses, we could, under certain open source licenses, be required to release the source code of our proprietary software to the public. This would allow our competitors to create similar offerings with lower development effort and time and ultimately could result in a loss of our competitive advantages. Alternatively, to avoid the public release of the affected portions of our source code, we could be required to expend substantial time and resources to re-engineer some or all of our software or remove such copyleft software.

Although we monitor our use of open source software to avoid subjecting our technology to licensing conditions we do not intend, the law surrounding the use of open source software and open source licenses is in a state of evolution and the legal ramifications of such use remain uncertain in the U.S. and other countries. There is a risk that these open source licenses could be construed in a way that could impose unanticipated and undesirable conditions or restrictions on our ability to provide or distribute our technology. From time to time, there have been claims challenging the ownership of open source software against companies that incorporate open source software into their solutions. As a result, we could be subject to lawsuits by parties claiming ownership of what we believe to be open source software.

Moreover, while we have processes for controlling our use of open source software in our technology, there is no assurance that such processes will be effective. If we are held to have breached or failed to fully comply with all the terms and conditions of an open source software license, we could face infringement or other liability, or be required to seek costly licenses from third parties to continue providing our offerings on terms that are not economically feasible, to re-engineer our technology, to discontinue or delay the provision of our offerings if re-engineering could not be accomplished on a timely basis or to make generally available, in source code form, our proprietary code, any of which could adversely affect our business, financial condition, and results of operations.

***We may face disruption and other difficulties in integrating and managing acquired operations or other initiatives we have recently acquired, may develop, or may acquire in the future.***

We could face significant challenges in managing and integrating our expanded or combined operations and any other properties or operations we may develop or acquire, particularly in new competitive markets or business lines, including our recently launched ESPN BET sportsbook app. The integration and management of more significant operations that we develop or acquire, such as our recent launch of the ESPN BET sportsbook app may temporarily divert attention from our day-to-day business. In addition, development and integration of new information technology systems that may be required is costly and time-consuming. The process of integrating operations that we may acquire also could interrupt the activities of those businesses, which could have a material adverse effect on our financial condition, results of operations, and cash flows. In addition, the development of new operations may involve regulatory, legal, and competitive risks, and, as it relates to property acquisitions, construction, and local opposition risks, as well as the risks attendant to partnership deals on these development opportunities. In particular, local opposition can delay or increase the anticipated cost of a project, and, in projects where we team up with a joint venture partner or licensing partner, if we cannot reach agreement with such partners, or if our relationships otherwise deteriorate, we could face significant increased costs and delays. Finally, given the competitive nature of these types of limited license opportunities, litigation is possible.

We cannot assure you that we will be able to manage the combined operations that we develop or acquire effectively or realize any of the anticipated benefits of our acquisitions or development projects. We also cannot assure you that if acquisitions are completed, that the acquired businesses will generate returns consistent with our expectations.

Our ability to achieve our objectives in connection with any acquisition we may consummate may be highly dependent on, among other things, our ability to retain the senior level management teams of such acquisition candidates. If, for any reason, we are unable to retain these management teams following such acquisitions or if we fail to attract new capable executives, our operations after consummation of such acquisitions could be materially adversely affected.

The occurrence of some or all of the above-described events could have a material adverse effect on our financial condition, results of operations, and cash flows.



***We lease facilities that are located in areas that experience extreme weather conditions, which may increase in frequency and severity as a result of climate change.***

We have been and may continue to be adversely impacted by increases in the frequency, duration, and severity of extreme weather events and changes in precipitation and temperature which may be increasing consequences of climate change. Extreme weather conditions may interrupt our operations and reduce the number of customers who visit our facilities in the affected areas. Our properties in Colorado, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Massachusetts, Mississippi, Missouri, Ohio, and Pennsylvania are at risk of experiencing extreme weather conditions, including snowstorms, tornadoes, hurricanes and/or flooding. In the past, adverse weather conditions, potentially exacerbated by climate change, have interrupted our operations, damaged property, and reduced the number of customers who visit our facilities in an affected area. For example, we have experienced interrupted operations and property damage due to hurricanes in the areas around the Gulf of Mexico and due to certain snowstorms in the Midwest and Northeast. If any of our properties are damaged or there is a prolonged disruption at any of our properties due to natural disasters or other catastrophic weather events, our business, results of operations, and financial condition could be materially adversely affected.

Although a majority of our repair, clean-up, and lost business expenses have been covered by insurance in the past, there is no assurance that, given the increasing burdens on insurance companies from extreme weather events, we will be able to continue to obtain adequate insurance against these types of losses, or that our insurers in the future will be in a position to satisfy our claims. In addition, the costs of insurance against these types of events have increased in recent years. For example, the Company's cost of insurance premiums on an annual basis was approximately \$29.6 million in 2023 as compared to \$25.4 million in 2022.

Additionally, our retail casino gaming, sports betting, and iCasino operations rely heavily on technology services and an uninterrupted supply of electrical power. Any unscheduled disruption in our technology services or interruption in the supply of electrical power as a result of extreme weather, or otherwise, could result in an immediate, and possibly substantial, loss of revenues due to a shutdown of our retail casino gaming (including slot machines and security systems), sports betting, and iCasino operations.

***We rely on third parties to provide services that are essential to the operation of our online sports betting and iCasino business, including geolocation, identity and age verification, payment processing, and sports data.***

We rely on third parties to provide services that are essential to the operation of our online gaming business, including geolocation, identity and age verification, payment processing, and sports data systems to ensure we comply with laws and regulations, processing deposits and withdrawals made by our online users and providing information regarding schedules, results, performance, and outcomes of sporting events to determine when and how bets are settled. The software, systems and services provided by our third-party providers may not meet our expectations, contain errors or weaknesses, be compromised or experience outages. A failure of such third-party systems to perform effectively, or any service interruption to those systems, could adversely affect our business by preventing users from accessing our online platform, delaying payment or resulting in errors in settling bets, which could give rise to regulatory issues relating to the operation of our business. By way of example, incorrect or misleading geolocation and identity verification data with respect to current or potential users received from third-party service providers may result in us inadvertently allowing access to our offerings to individuals who are not permitted to access them or otherwise inadvertently denying access to individuals who are permitted to access them. Also, errors or failures by our payment processors and sports data providers could result in a failure to timely and accurately process payments to and from users or errors in settling bets. Any such errors or failures could result in violations of applicable regulatory requirements and adversely affect our reputation and our ability to attract and retain our online users. Furthermore, negative publicity related to any of our third-party partners could adversely affect our reputation and brand, and could potentially lead to increased regulatory or litigation exposure.

Additionally, we rely on third-party suppliers to provide gaming equipment, semiconductor chips and other supplies for our business. Supply chain delays or disruptions could impact our ability to obtain these supplies from our key suppliers on acceptable terms or at all. Any suspension or delay in our suppliers' ability to provide us adequate equipment or supplies, or in our ability to procure equipment or supplies from other sources in a timely manner or at all, could impair our ability to meet customer demand and therefore could have a material adverse effect on our business, prospects, financial condition or results of operations.

In addition, if any of our third-party service providers terminates its relationship with us, is unable to maintain necessary regulatory approvals, or refuses to renew its agreement with us on commercially reasonable terms, we would have to find alternate service providers. We cannot be certain that we would be able to secure favorable terms from alternative service providers that are critical to the operation of our business or enter into alternative arrangements in a timely manner. Our digital



business, results of operations, and prospects would be adversely impacted by our inability to or delay in securing replacement services that are sufficient to support our online business or are on comparable terms.

***Our growth will depend, in part, on the success of our strategic relationships with third parties.***

We rely on relationships with sports leagues and teams, professional athletes and athlete organizations, advertisers, casinos, and other third parties, including those affiliated with ESPN, in order to attract users to our properties and online offerings, including ESPN BET. These relationships, along with providers of online services, search engines, social media, directories and other websites and e-commerce businesses, direct consumers to our offerings. In addition, many of the parties with whom we have advertising arrangements provide advertising services to other companies, including other gaming products with whom we compete. While we believe there are other third parties that could drive users to our offerings, adding or transitioning to them may disrupt our business and increase our costs. In the event that any of our existing relationships or our future relationships fails to provide services to us in accordance with the terms of our arrangement, or at all, and we are not able to find suitable alternatives, this could impact our ability to attract consumers cost effectively and harm our business, financial condition, results of operations, and prospects.

Additionally, under the sports betting and iCasino laws of certain jurisdictions, sports betting and iCasinos are limited to a finite number of retail operators, such as casinos, tribes or tracks, who own a "skin" or "skins" under that jurisdiction's law. A "skin" is a legally authorized license from a gaming regulatory authority to offer sports betting or iCasino services provided by such a retail operator. The "skin" provides a market access opportunity for mobile operators to operate in the jurisdiction pending licensure and other required approvals by the jurisdiction's gaming regulatory authority. In some of the jurisdictions in which we offer sports betting and iCasino, we currently rely on a casino, tribe, or track in order to get a "skin." If we cannot establish, renew or manage these relationships, our market access rights could terminate, and we would not be allowed to operate in those jurisdictions until we enter into new ones. As a result, our business, financial condition and results of operations could be adversely affected.

***We are reliant on our partnership with ESPN, and our failure to maintain that relationship could negatively impact our business, reputation and strategic goals.***

On August 8, 2023, we entered into the Sportsbook Agreement with ESPN, which provides for a long-term strategic relationship between PENN and the ESPN relating to online sports betting in the United States. Pursuant to the Sportsbook Agreement, PENN rebranded the existing Barstool Sportsbook across all online platforms in the United States as ESPN BET (the "Sportsbook") and oversees daily operations of the Sportsbook. The Sportsbook Agreement provides PENN with an exclusive license to use the ESPN BET trademark in the United States in connection with the Sportsbook. In addition, pursuant to the Sportsbook Agreement, ESPN provides certain marketing, content integration and promotional services. The Sportsbook Agreement generally will expire in 2033, unless the parties agree to an additional ten year extension; however, the Sportsbook Agreement may be terminated by ESPN prior to 2033 under certain circumstances, including if the Sportsbook's market access is not at least a specified percentage of the total market access by the online sportsbook operator with the most expansive market access. Any termination or loss of exclusivity of our exclusive license would have a material adverse effect on our business, financial condition or results of operations.

***The growth of our Interactive segment will depend on our ability to attract and retain users and require investments in our online offerings, technology, and strategic marketing initiatives.***

Our ability to achieve revenue growth in the future in our Interactive segment (inclusive of ESPN BET, theScore Bet sports betting and iCasino app, and Hollywood iCasino) will depend, in large part, upon our ability to attract new users to our offerings, retain existing users and reactivate inactive users in a cost-effective manner. Achieving growth in our community of users may require us to increasingly engage in sophisticated and costly sales and marketing and promotional efforts, which may not make sense in terms of return on investment. We cannot be sure that our investments in technology, products, service offerings and marketing initiatives will be successful or generate the return on investment that we expect. If new or existing competitors offer more attractive offerings or engage in marketing initiatives that are better received by customers, we may lose users or users may decrease their spending on our offerings.

We have used and expect to continue to use a variety of free and paid marketing channels, in combination with compelling offers and exciting games to achieve our objectives. For paid marketing, we may leverage a broad array of advertising channels, including television, radio, sports teams, social media influencers (brand ambassadors), social media platforms, such as Facebook, Instagram, Twitter and Snapchat, affiliates and paid and organic search, and other digital channels, such as mobile display. If the search engines on which we rely modify their algorithms, change their terms around online betting, if links to our apps or websites are not displayed prominently in online search results, if fewer users click through to the Apple App Store and Google Play Store or our websites, if our other digital marketing campaigns are not effective, or if the costs of attracting users

using any of our current methods significantly increase, then our ability to efficiently attract new users could be reduced, our revenue could decline and our business, financial condition and results of operations could be harmed.

In addition, our ability to increase the number of users of our offerings will depend on continued user adoption of the ESPN BET, theScore Bet apps, and online gaming in general. Growth in the online gaming industries and the level of demand for and market acceptance of our product offerings will be subject to a high degree of uncertainty. We cannot assure that consumer adoption of our product offerings will continue or exceed current growth rates, or that the industry will achieve more widespread acceptance.

Additionally, as technological or regulatory standards change and we modify our platforms to comply with those standards, we may need users to take certain actions to continue playing, such as performing age verification checks or accepting new terms and conditions. Users may stop using our product offerings at any time, including if the quality of the user experience on our platforms, including our support capabilities in the event of a problem, does not meet their expectations or keep pace with the quality of the customer experience generally offered by competitive offerings.

***Participation in the sports betting industry exposes us to trading, liability management, and pricing risk.***

Our fixed-odds betting products involve betting where winnings are paid on the basis of the stake placed and the odds quoted. Odds are determined with the objective of providing an average return to us over a large number of events. However, there can be significant variation in gross win percentage event-by-event and day-by-day. We have systems and controls that seek to reduce the risk of daily losses occurring on a gross-win basis, but there can be no assurance that these will be effective in reducing our exposure, and consequently our exposure to this risk in the future. As a result, in the short term, there is less certainty of generating a positive gross win, and we may experience (and we have from time to time experienced) significant losses with respect to individual events or betting outcomes, in particular if large individual bets are placed on an event or betting outcome or series of events or betting outcomes. Odds compilers and risk managers are capable of human error, thus even allowing for the fact that a number of betting products are subject to capped pay-outs, significant volatility can occur. In addition, it is possible that there may be such a high volume of trading during any particular period that even automated systems would be unable to address and eradicate all risks. Any significant losses on a gross-win basis could have a material adverse effect on our business, financial condition, and results of operations. In addition, if a jurisdiction where we hold or wish to apply for a license imposes a high turnover tax for betting (as opposed to a gross-win tax), this too would impact profitability, particularly with high value/low margin bets, and likewise have a material adverse effect on our business.

***We follow the sports betting industry practice of restricting and managing betting limits at the individual customer level based on individual customer profiles and enterprise risk; however, there is no guarantee that gaming regulatory authorities will allow operators such as us to place limits at the individual customer level.***

Similar to a credit card company managing individual risk on the customer level through credit limits, it is customary for sports betting operators to manage customer-betting limits at the individual level to manage enterprise risk levels. We believe this practice is beneficial overall, because if it were not possible, the betting options would be restricted globally and limits available to customers would be much lower to insulate overall risk due to the existence of a very small segment of highly sophisticated syndicates and algorithmic bettors, or bettors looking to take advantage of site errors and omissions. We believe the majority of operators balance taking reasonable action from all customers against the risk of individual customers significantly harming the business viability. We cannot guarantee that all jurisdictions will allow us to execute limits at the individual customer level, or at our sole discretion, which may in turn impact our ability to manage sports betting risk.

***We extend credit to a portion of our customers who wager at our retail properties, and we may not be able to collect gaming receivables from our credit customers.***

We conduct our gaming activities on a credit and cash basis at many of our properties, in accordance with applicable laws and regulations. Any such credit we extend is unsecured. Table games players typically are extended more credit than slot players, and high-stakes players typically are extended more credit than customers who tend to wager lower amounts. High-end gaming is more volatile than other forms of gaming, and variances in win-loss results attributable to high-end gaming may have a significant positive or negative impact on cash flow and earnings in a particular period. We extend credit to those customers whose level of play and financial resources warrant, in the opinion of management, an extension of credit. These large receivables could have a significant impact on our business, financial condition and results of operations if deemed uncollectible. Gaming debts evidenced by a credit instrument, including what is commonly referred to as a "marker," and judgments on gaming debts are enforceable under the current laws of the jurisdictions in which we allow play on a credit basis, and judgments on gaming debts in such jurisdictions are enforceable in all U.S. states under the Full Faith and Credit Clause of the U.S. Constitution; however, other jurisdictions may determine that enforcement of gaming debts is against public policy. Although courts of some foreign nations will enforce gaming debts directly and the assets in the U.S. of foreign debtors may be

reached to satisfy a judgment, judgments on gaming debts from U.S. courts are not binding on the courts of many foreign nations.

***The success, including win or hold rates, of existing or future retail, sports betting, and iCasino products depends on a variety of factors and is not completely controlled by us.***

The retail and online gaming industries are characterized by an element of chance. Accordingly, we employ theoretical win rates to estimate what a certain type of gaming device, table game, sports bet or iCasino game ("Gaming Offerings"), on average, will win or lose in the long run. Net win is impacted by variations in the hold percentage (the ratio of net win to total amount wagered), or actual outcome, in Gaming Offerings. We use the hold percentage as an indicator of the performance of the Gaming Offering against its expected outcome. Although each Gaming Offering generally performs within a defined statistical range of outcomes, actual outcomes may vary for any given period. In addition to the element of chance, win rates (hold percentages) may also (depending on the game involved) be affected by the spread of limits and factors that are beyond our control, such as a user's skill, experience, and behavior, the mix of games played, the financial resources of users, the volume of bets placed and the amount of time spent playing. As a result of the variability in these factors, the actual win rates on our Gaming Offerings may differ from the theoretical win rates we have estimated and could result in the user's winnings exceeding those anticipated. For example, in the past, certain VIP patrons have placed bets that resulted in large payouts and negatively impacted our results of operations. Similar events caused by the variability of win rates (hold rates) have the potential to negatively impact our business, financial condition, results of operations, and cash flows.

Our success also depends in part on our ability to anticipate and satisfy user preferences in a timely manner. As we operate in a dynamic environment characterized by rapidly changing industry and legal standards, our products will be subject to changing consumer preferences that cannot be predicted with certainty. We will need to continually introduce new offerings and identify future product offerings that complement our existing technology, respond to our users' needs and improve and enhance our existing technology to maintain or increase our user engagement and growth of our business. We may not be able to compete effectively unless our product selection keeps up with trends in the retail and digital sports entertainment, sports betting, and gaming industries in which we compete, or trends in new gaming products.

***We face a number of challenges prior to opening new or upgraded gaming properties, launching iCasinos and sports betting in new jurisdictions, or launching new iCasino or sports betting offerings.***

No assurance can be given that, when we endeavor to open new or upgraded retail gaming properties, expand sports betting or iCasinos in new jurisdictions, or launch new sports betting or iCasino offerings, the expected timetables for opening or expanding such properties or offerings will be met in light of the uncertainties inherent in the development of the regulatory framework, construction and/or development, the licensing process, legislative action and litigation. In addition, as we seek to launch sports betting or iCasino offerings in additional jurisdictions, we will need to hire additional qualified employees, such as software engineers, IT professionals, product managers and compliance personnel. Given the significant competition in this area for qualified candidates, we may be unable to hire qualified candidates. Delays in opening new or upgraded properties or offerings, or expanding offerings in new jurisdictions, could lead to increased costs and delays in receiving anticipated revenues with respect to such properties or offerings and could have a material adverse effect on our business, prospects, financial condition, results of operations, and cash flows.

#### **Risks Related to our Information Systems and Technology**

***If our third-party mobile application distribution platforms or service providers do not perform adequately or terminate their relationships with us, our costs may increase.***

Our success depends in part on our relationships with other third-party service providers. We rely upon third-party distribution platforms, including the Apple App Store and Google Play store, for distribution of our entertainment, media, and mobile sports betting and iCasino applications. As such, the promotion, distribution, and operation of our mobile applications are subject to the respective distribution platforms' standard terms and policies, which are very broad and subject to frequent changes and interpretation. If Apple or Google choose to de-list any of our mobile applications due to what they perceive to be objectionable content or violation of Apple or Google rules or codes of conduct, it could have a material negative impact on our business, financial condition, and results of operations.

Further, the success of our Interactive segment depends in part on our relationships with other third-party service providers for hosting, content delivery, load balancing and protection against distributed denial-of-service attacks. If those providers do not perform adequately or terminate their relationship with us, our users may experience issues or interruptions with their experiences. We also rely on other software and services supplied by third parties, such as communications and internal software, and our business may be adversely affected to the extent such software and services do not meet our expectations,

contain errors or vulnerabilities, are compromised or experience outages. Further, any negative publicity related to any of our third-party partners could adversely affect our reputation and brand.

We incorporate technology from third parties throughout our business. We cannot be certain that our licensors are not infringing the intellectual property rights of others or that the suppliers and licensors have sufficient rights to the technology in all jurisdictions in which we may operate. Some of our license agreements may be terminated by our licensors for convenience. If we are unable to obtain or maintain rights to any of this technology because of intellectual property infringement claims brought by third parties against our suppliers and licensors or against us, or if we are unable to continue to obtain the technology or enter into new agreements on commercially reasonable terms, our ability to develop our offerings could be severely limited and our business could be harmed.

Additionally, if we are unable to obtain necessary technology from third parties, we may be forced to acquire or develop alternate technology, which may require significant time and effort and may be of lower quality or performance standards. This would limit and delay our ability to provide new or competitive offerings and increase our costs. If alternate technology cannot be obtained or developed, we may not be able to offer certain functionality as part of our offerings, which could adversely affect our business, financial condition, and results of operations.

***If internet and other technology-based service providers experience service interruptions, our ability to conduct our business may be impaired.***

As described in more detail below, a substantial portion of our technological and network infrastructure is provided by third parties, including internet service providers and other technology-based service providers. We require technology-based service providers to implement cyber-attack-resilient systems and processes. However, if internet service providers experience service interruptions, because of cyber-attacks, or due to an event causing an unusually high volume of internet use (such as a pandemic or public health emergency), communications over the internet may be interrupted and impair our ability to conduct our business. Internet service providers and other technology-based service providers may in the future roll out upgraded or new mobile or other telecommunications services, such as 5G or 6G services, which may not be successful and thus may impact the ability of our users to access our offerings in a timely fashion or at all. In addition, our ability to process transactions, both at our retail properties and online, depends on point-of-sale, payment processing, payment network and database systems. To prepare for system problems, we continuously seek to strengthen and enhance our current facilities and the capabilities of our system infrastructure and support. Nevertheless, there can be no assurance that these systems will continue to be able to meet the demand placed on us by our customers and the continued growth of the internet, the overall sports betting, and iCasino industry. Any difficulties these providers face, including the potential of certain network traffic receiving priority over other traffic (i.e., lack of net neutrality), may adversely affect our business, and we exercise little control over these providers, which increases our vulnerability to problems with the services they provide. Any system failure as a result of reliance on third parties, such as hosting, network, software or hardware failure, or as a result of cyber-attacks, could cause a loss of our users' property or personal information, or a delay or interruption in our online services and products and e-commerce services, including our ability to handle existing or increased traffic. Any such failure could result in a loss of anticipated revenue, interruptions to our offerings, cause us to incur significant legal, remediation and notification costs, degrade the customer experience, and cause users to lose confidence in our offerings, any of which could have a material adverse effect on our business, financial condition, results of operations, and prospects.

***We rely on third party cloud infrastructure services to deliver our offerings to users.***

We currently host our online sports betting and iCasino offerings and support our operations using third-party providers of cloud infrastructure services. We do not, and will not, have control over the operations of the facilities or infrastructure of the third-party service providers that we use. Such third party's facilities are vulnerable to damage or interruption from natural disasters, cybersecurity attacks, terrorist attacks, power outages and similar events or acts of misconduct. Our technology's continuing and uninterrupted performance will be critical to our success and is dependent on the use of third-party cloud infrastructure services. We have experienced, and we expect that in the future we will experience interruptions, delays, and outages in service and availability from these third-party service providers from time to time due to a variety of factors, including infrastructure changes, human or software errors, website hosting disruptions and capacity constraints. In addition, any changes in these third parties' service levels may adversely affect our ability to meet the requirements of our users. Since our technology's continuing and uninterrupted performance is critical to our success, sustained or repeated system failures would reduce the attractiveness of our offerings. It may become increasingly difficult to maintain and improve our performance, especially during peak usage times, as we expand and the usage of our offerings increases.

Any of the above circumstances or events may harm our reputation and brand, reduce the availability or usage of our technology, lead to a significant loss of revenue, increase our costs and impair our ability to attract new users, any of which could adversely affect our business, financial condition, and results of operations.

***Our information technology and other systems are subject to cybersecurity risk, including misappropriation of employee information, customer information, or other breaches of information security.***

We increasingly rely on information technology and other systems (particularly as our Interactive segment grows), including our own systems and those of service providers and third parties, to manage our business and employee data and maintain and transmit customers' personal and financial information, payment settlements, payment funds transmissions, mailing lists, and reservations information. Our collection of such data is subject to extensive regulation by private groups, such as the payment card industry, as well as governmental authorities, including gaming regulatory authorities. Privacy regulations continue to evolve, and we have taken, and will continue to take, steps to comply by implementing processes designed to safeguard the confidential and personal information of our business, employees, and customers. In addition, our security measures are reviewed and evaluated regularly. However, our information and processes and those of our service providers and other third parties, including our contractors and contractors of our service providers and vendors, are subject to the ever-changing threat of compromised security, in the form of a risk of potential breach, system failure, computer virus, or unauthorized or fraudulent use by customers, company employees, company contractors and other third parties including employees and contractors of third-party vendors. In recognition of these heightened risks, our Board of Directors and Audit Committee receive regular presentations and reports on material cybersecurity risks which might impact us. See Item 1C. Cybersecurity of this Annual Report on Form 10-K for additional detail regarding the programs, policies, and procedures we have in place to identify, prevent and detect any breaches, viruses, or other forms of unauthorized access. The steps we take to deter and mitigate the risks of attacks may not be successful, and any resulting compromise or loss of data or systems could adversely impact operations or regulatory compliance and could result in remedial expenses, fines, litigation, disclosures, and loss of reputation, potentially impacting our financial results. Further, as cyber-attacks continue to evolve, we may incur significant costs in our attempts to modify or enhance our protective measures or investigate or remediate any actual or perceived vulnerability. Increased instances of cyber-attacks may also have a negative reputational impact on us and our properties that may result in a loss of customer confidence and, as a result, may have a material adverse effect on our business, financial condition, results of operations, and cash flows.

We have experienced attempts by unauthorized third parties to damage, exploit, disrupt or gain access to our networks, our products and services, consumer information, and our supporting infrastructure. While to date none of these incidents has had a material impact on us, we expect to continue to be targeted in the future. Any failure to prevent or mitigate security breaches or cyber risk could result in interruptions to the services we provide, degrade the user experience, and cause our users to lose confidence in our products and services. The unauthorized access, acquisition or disclosure of consumer information could compel us to comply with disparate breach notification laws and otherwise subject us to proceedings by governmental entities, including gaming regulatory authorities, or others, and substantial legal and financial liability. This could harm our business and reputation, disrupt our relationships with partners and diminish our competitive position.

#### **Legal and Regulatory Risk Factors**

***We are or may become involved in legal proceedings, and no assurance can be provided as to the outcome of these matters.***

From time to time, we are defendants in various lawsuits relating to matters incidental to our business. The nature of our business subjects us to the risk of lawsuits filed by customers, past and present employees, competitors, business partners, and others in the ordinary course of business (particularly in the case of class actions). As with all litigation, no assurance can be provided as to the outcome of these matters and, in general, litigation can be expensive and time consuming. We may not be successful in these lawsuits, and, especially with increasing class action claims in our industry, litigation could result in costs, settlements, or damages that could significantly impact our business, financial condition, results of operations, and cash flows.

***We face extensive regulation from gaming regulatory authorities.***

As owners and managers of retail casino gaming, iCasino, sports betting, video lottery, VGTs, and pari-mutuel wagering operations, we are subject to extensive state, provincial and local regulation. These gaming regulatory authorities have broad discretion, and may, for any reason set forth in the applicable legislation, rules and regulations, limit, condition, suspend, fail to renew or revoke a license or registration to conduct gaming operations or prevent us from owning the securities of any of our gaming subsidiaries or prevent another person from owning an equity interest in us. Gaming regulatory authorities have input into our operations, for instance, our hours of operation, the location or relocation of any of our properties, numbers and types of slot machines and table games, and the types of sports events or casino games we may offer as part of our sports betting and iCasino operations. Gaming regulatory authorities may not have extensive experience in the digital media industry, which may present unique challenges in regulating our business. Regulators may also levy substantial fines or penalties against us or our subsidiaries for violations of gaming laws or regulations, or against the people involved in violating such gaming laws or

regulations, and/or seize our assets or the assets of our subsidiaries. Any of these events could have a material adverse effect on our business, financial condition, results of operations, and cash flows.

Regulations governing the conduct of gaming activities and the obligations of gaming companies in any jurisdiction in which we have or in the future may have gaming operations are subject to change and could impose additional operating, financial, competitive or other burdens on the way we conduct our business. In particular, certain areas of law governing new gaming activities, such as the federal, state, and provincial laws applicable to retail casino gaming, online casinos, and sports betting, are new or developing in light of emerging technologies. No assurance can be provided that government agencies will interpret or enforce new or developing areas of law consistently, predictably, or favorably. Moreover, legislation or regulation to prohibit, limit, or add burdens to increase taxes on our business may be introduced in the future in jurisdictions where gaming has been legalized. In addition, from time to time, legislators and special interest groups have proposed legislation that would expand, restrict, or prevent gaming operations or which may otherwise adversely impact our operations in the jurisdictions in which we operate. Any expansion of gaming or restriction on or prohibition of our gaming operations or enactment of other adverse regulatory changes could have a material adverse effect on our business, financial condition, and operating results.

Certain public and private issuances of securities and other transactions that we are party to also require the approval of some gaming regulatory authorities. We have demonstrated suitability to obtain and have obtained all governmental licenses, registrations, permits, and approvals necessary for our existing gaming and pari-mutuel properties and sports betting and iCasino operations. There can be no assurance that we will be able to retain and renew those existing licenses or demonstrate suitability to obtain any new licenses, registrations, permits, or approvals. In addition, the loss of a license, registration, permit or approval in one jurisdiction could trigger the loss of a license, registration, permit or approval or affect our eligibility for a license, registration, permit or approval in another jurisdiction. As we expand our gaming operations in our existing jurisdictions or to new jurisdictions, we may have to meet additional suitability requirements and obtain additional licenses, registrations, permits and approvals from gaming regulatory authorities in these jurisdictions. The approval process can be time-consuming and costly, and we cannot be sure that we will be successful. Furthermore, this risk is particularly pertinent to our sports betting and iCasino initiatives because regulations in this area are not as fully developed or established.

Gaming regulatory authorities generally can require that any record holder or beneficial owner of our securities file an application for a license or similar finding of suitability. If a gaming regulatory authority requires a record holder or beneficial owner of our securities to file a suitability application, the owner must generally apply for a finding of suitability within 30 days or at an earlier time prescribed by the gaming regulatory authority. The gaming regulatory authority also has the power to investigate such an owner's suitability and the owner must pay all costs of the investigation. If the owner is found unsuitable or fails to apply when required to do so, then the owner may be required by law to dispose of our securities.

Our directors, officers, key employees, joint venture partners, and vendors must also meet approval standards of certain gaming regulatory authorities. If gaming regulatory authorities were to find a person occupying any such position unsuitable, we may be required to sever our relationship with that person, joint venture partner or vendor. Gaming regulatory authorities may also conduct investigations into the conduct or associations of our directors, officers, key employees, joint venture partners or vendors to ensure compliance with applicable laws, regulations, and standards.

***We are subject to certain federal, state, provincial and other regulations.***

We are subject to certain federal, state, provincial, and local laws, regulations and ordinances that apply to businesses generally. The Bank Secrecy Act, enforced by the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Treasury Department, requires us to report currency transactions in excess of \$10,000 occurring within a gaming day, including identification of the guest by name and social security number, to the IRS. This regulation also requires us to report certain suspicious activity, including any transaction that exceeds \$5,000 that we know, suspect or have reason to believe involves funds from illegal activity or is designed to evade federal regulations or reporting requirements and to verify sources of funds, in response to which we have implemented Know Your Customer processes. Periodic audits by the IRS and our internal audit department assess compliance with the Bank Secrecy Act, and substantial penalties can be imposed against us if we fail to comply with this regulation. In recent years the U.S. Treasury Department has increased its focus on Bank Secrecy Act compliance throughout the gaming industry, and public comments by FinCEN suggest that casinos should obtain information on each customer's sources of income. This could impact our ability to attract and retain casino guests. Further, since we deal with significant amounts of cash in our operations, we are subject to various reporting and anti-money laundering regulations. Any violation of anti-money laundering laws or regulations, or any accusations of money laundering or regulatory investigations into possible money laundering activities, by any of our properties, online gaming operations, employees, partners, affiliates, or customers could have a material adverse effect on our business, financial condition, results of operations, and cash flows.



The riverboats on which we operate must also comply with certain federal and state laws and regulations with respect to boat design, on-board facilities, equipment, personnel, and safety. In addition, we are required to have third parties periodically inspect and certify all of our casino barges for stability and single compartment flooding integrity. The casino barges on which we operate also must meet local fire safety standards. We would incur additional costs if any of the gaming facilities on which we operate were not in compliance with one or more of these regulations.

We are also subject to a variety of other federal, state, and local laws and regulations, including those relating to zoning, construction, land use, employment, marketing, and advertising and the production, sale, and service of alcoholic beverages. If we are not in compliance with these laws and regulations or we are subject to a substantial penalty, it could have a material adverse effect on our business, financial condition, results of operations, and cash flows.

***State and local smoking restrictions have and may continue to negatively affect our business.***

Legislation in various forms to ban or substantially curtail indoor tobacco smoking in public places has been enacted or introduced in many states and local jurisdictions, including several of the jurisdictions in which we operate. We believe the smoking restrictions have significantly impacted business volumes. If additional smoking restrictions are enacted within jurisdictions where we operate or seek to do business, our financial condition, results of operations, and cash flows could be adversely affected.

***Changes to consumer privacy laws could adversely affect our ability to market our products effectively and may require us to change our business practices or expend significant amounts on compliance with such laws.***

We rely on a variety of direct marketing techniques, including email marketing, online advertising, and postal mailings in our business. Any further restrictions in laws such as the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call-Implementation Act, applicable Federal Communications Commission telemarketing rules (including the declaratory ruling affirming the blocking of unwanted robocalls), the FTC Privacy Rule, Safeguards Rule, Consumer Report Information Disposal Rule, Telemarketing Sales Rule, Canada's Anti-Spam Law and various U.S. state and Canadian provincial laws, or new federal, state or provincial laws on marketing and solicitation or international privacy, e-privacy, and anti-spam laws that govern these activities could adversely affect the continuing effectiveness of email, online advertising, and postal mailing techniques and could force further changes in our marketing strategy. If this occurs, we may not be able to develop adequate alternative marketing strategies, which could impact the amount and timing of our sales of certain products.

Further, certain of our products and services depend on the ability to use non-public personal, financial transaction, and or other information relating to patrons, which we may collect and or obtain from travel service providers or other companies with whom we have substantial relationships. To the extent that we collect, control, or process such information, federal, state, provincial and foreign privacy laws and regulations, including without limitation the California Consumer Privacy Act (including the amended California Privacy Rights Act), the EU's General Data Protection Regulation, Ontario, Canada's Freedom of Information and Protection of Privacy Act, and Canada's Personal Information Protection and Electronic Documents Act, require us to make disclosures regarding our privacy and information sharing practices, safeguard and protect the privacy of such information, and, in some cases, provide patrons the opportunity to "opt out" of the use of their information for certain purposes, any of which could limit our ability to leverage existing and future databases of information which could have a material adverse effect on our business, financial condition, results of operations, and cash flows.

We must comply with federal, state, provincial, and foreign requirements regarding notice and consent to obtain, use, share, transmit and store such information, including providing the opportunity and mechanisms to "opt out" from certain uses in some jurisdictions. Furthermore, we may face conflicting obligations arising from the potential concurrent application of laws of multiple jurisdictions. In the event that we are not able to reconcile such obligations, we may be required to change business practices or face liability or sanction.

To the extent that we fail to comply with applicable consumer protection and data privacy laws, we may become subject to actions by regulatory authorities and/or individuals (including private right of action in some jurisdictions), which may result in the payment of fines or the imposition of other monetary or non-monetary penalties.

***We are subject to environmental laws and potential exposure to environmental liabilities.***

We are subject to various federal, state, and local environmental laws and regulations that govern our operations, including emissions and discharges into the environment, and the handling and disposal of hazardous and non-hazardous substances and wastes. Failure to comply with such laws and regulations could result in costs for corrective action, penalties or the imposition of other liabilities or restrictions. From time to time, we have incurred and are incurring costs and obligations for correcting environmental noncompliance matters. The extent of such potential conditions cannot be determined definitively. To date, none

of these matters have had a material adverse effect on our financial condition, results of operations, and cash flows; however, there can be no assurance that such matters will not have such an effect in the future.

We also are subject to laws and regulations that impose liability and clean-up responsibility for releases of other hazardous substances into the environment. Under certain of these laws and regulations, a current or previous owner or operator of the property may be liable for the costs of remediating contaminated soil or groundwater on or from its property, without regard to whether the owner or operator knew of, or caused, the contamination, as well as incur liability to third parties impacted by such contamination. The presence of contamination, or failure to remediate it properly, may adversely affect our ability to use, sell or rent property. Under our contractual arrangements under the Triple Net Leases, we will generally be responsible for both past and future environmental liabilities associated with our gaming operations, notwithstanding ownership of the underlying real property having been transferred. Furthermore, we are aware that there is or may have been soil or groundwater or other contamination at certain of our properties resulting from current or former operations. These environmental conditions may require remediation in isolated areas. The extent of such potential conditions cannot be determined definitely, and may result in additional expense in the event that additional or currently unknown conditions are detected.

***We may experience material increases to our taxes or the adoption of new taxes or the authorization of new or increased forms of gaming.***

We believe that the prospect of generating incremental revenue is one of the primary reasons that jurisdictions permit or expand legalized gaming. As a result, gaming companies are typically subject to revenue-based taxes and fees in addition to normal federal, state, provincial and local income taxes, and such taxes and fees are subject to increase at any time. We pay substantial taxes and fees with respect to our operations, and changes to taxes and fees in our existing jurisdictions could have a material impact on our profitability. From time-to-time, federal, state, provincial, and local legislators and officials have proposed changes in tax laws, or in the administration of such laws, affecting the gaming industry. Worsening economic conditions could intensify the efforts of state, provincial, and local governments to raise revenues through increases in gaming taxes, property taxes and/or by authorizing additional gaming properties each subject to payment of a new license fee. It is not possible to determine with certainty the likelihood of changes in such laws or in the administration of such laws. Such changes, if adopted, could have a material adverse effect on our business, financial condition, results of operations, and cash flows.

**Available Information**

We maintain a website at [www.pennentertainment.com](http://www.pennentertainment.com) that includes more information about us. The contents of our website are not part of this Annual Report on Form 10-K. Our electronic filings with the U.S. Securities and Exchange Commission ("SEC") (including all Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K, and any amendments to these reports), including the exhibits, are available free of charge through our website as soon as reasonably practicable after we electronically file them with, or furnish them to, the SEC. Our filings are also available through a database maintained by the SEC at [www.sec.gov](http://www.sec.gov).

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

**ITEM 1C. CYBERSECURITY**

Cybersecurity represents a critical component of the Company's overall approach to risk management. The Company's cybersecurity policies, standards, and practices are fully integrated into the Company's enterprise risk management ("ERM") approach, and cybersecurity risks are among the core enterprise risks that are subject to oversight by the Company's Board of Directors (the "Board"). The Company's cybersecurity policies, standards, and practices follow recognized frameworks established by the National Institute of Standards and Technology, the International Organization for Standardization, and other applicable industry standards. The Company generally approaches cybersecurity threats through a cross-functional, multilayered approach, with the specific goals of: (i) identifying, preventing, and mitigating cybersecurity threats to the Company; (ii) preserving the confidentiality, security, and availability of the information that we collect and store to use in our business; (iii) protecting the Company's intellectual property; (iv) maintaining the confidence of our customers, clients, and business partners; and (v) providing appropriate public disclosure of cybersecurity risks, and incidents when required.



## *Risk Management and Strategy*

Consistent with overall ERM policies and practices, the Company's cybersecurity program focuses on the following areas:

- **Vigilance:** The Company maintains a global presence, with cybersecurity threat operations functioning 24/7 with the specific goal of identifying, preventing, and mitigating cybersecurity threats and responding to cybersecurity incidents in accordance with our established incident response and recovery plans.
- **Systems Safeguards:** The Company deploys systems safeguards that are designed to protect the Company's information systems from cybersecurity threats, including firewalls, intrusion prevention and detection systems, anti-malware functionality and access controls, which are evaluated and improved through ongoing vulnerability assessments and cybersecurity threat intelligence.
- **Collaboration:** The Company utilizes collaboration mechanisms established with public and private entities, including intelligence and enforcement agencies, industry groups and third-party service providers, to identify, assess and respond to cybersecurity risks.
- **Third-Party Risk Management:** The Company maintains a comprehensive, risk-based approach to identifying and overseeing cybersecurity risks presented by third parties, including vendors, service providers, and other external users of the Company's systems, as well as the systems of third parties that could adversely impact our business in the event of a cybersecurity incident affecting those third-party systems.
- **Training:** The Company provides training for personnel regarding cybersecurity threats, which reinforces the Company's information security policies, standards, and practices. This training includes certain periodic and mandatory training for Company personnel regarding cybersecurity threats as well as the handling and processing of payment cards. All periodic and mandatory training is scaled to reflect the roles, responsibilities and information systems access of applicable personnel.
- **Incident Response and Recovery Planning:** The Company has established and maintains comprehensive incident response and recovery plans that address the Company's response to a cybersecurity incident and the recovery from a cybersecurity incident, and such plans are tested and evaluated on a regular basis.
- **Communication, Coordination and Disclosure:** The Company utilizes a cross-functional approach to address the risk from cybersecurity threats, involving management personnel from the Company's technology, operations, legal, accounting, risk management, internal audit, and other key business functions, as well as the members of the Board and the Audit Committee of the Board in an ongoing dialogue regarding cybersecurity threats and incidents, while also implementing controls and procedures for the escalation of cybersecurity incidents pursuant to established thresholds so that decisions regarding the disclosure and reporting of such incidents can be made by management in a timely manner.
- **Governance:** The Board's oversight of cybersecurity risk management is supported by the Audit Committee, which regularly interacts with the Company's ERM function, the Company's Chief Information Officer, other members of management, and relevant management committees and councils, including the Company's Cyber Security Committee.

A key part of the Company's strategy for managing risks from cybersecurity threats is the ongoing assessment and testing of the Company's processes and practices through auditing, assessments, tabletop exercises, threat modeling, vulnerability testing, and other exercises focused on evaluating the effectiveness of our cybersecurity measures. The Company engages third parties to perform assessments on our cybersecurity measures, including information security maturity assessments, audits, and independent reviews of our information security control environment and operating effectiveness. The results of such assessments, audits, and reviews are reported to the Company's Cyber Security Committee, and when appropriate, the Audit Committee, and the Board, and the Company adjusts its cybersecurity policies, standards, processes, and practices at least annually, or more frequently as necessary, based on the information provided by the assessments, audits, and reviews.

## *Governance*

The Company's Cyber Security Committee, in coordination with the Board and Audit Committee, oversees the management of risks from cybersecurity threats, including the policies, standards, processes, and practices that the Company's Chief Information Officer and its Vice President of Information Security, in coordination with the Company's Cyber Security Committee, develop and implement to address risks from cybersecurity threats. The Board and the Audit Committee each receive regular presentations and reports on cybersecurity risks, which address a wide range of topics including, for example, recent developments, evolving standards, vulnerability assessments, third-party and independent reviews, the threat environment, technological trends, and information security considerations arising with respect to the Company's peers and third parties. The Board and the Audit Committee are also informed of any cybersecurity incident that meets established reporting thresholds, as well as ongoing updates regarding such incident until it has been addressed. At least once each quarter,

the Board discusses the Company's approach to cybersecurity risk management with the Company's Chief Information Officer, and at least annually, or more frequently as necessary, the Company's Chief Information Officer meets with the Audit Committee to discuss cybersecurity risk management.

The Company's Chief Information Officer and its Vice President of Information Security are members of the Company's management that are principally responsible for overseeing the Company's cybersecurity risk management program, in partnership with other business leaders across the Company. The Company's Chief Information Officer serves as Chair of the Company's Cyber Security Committee and works in coordination with the other members of the Cyber Security Committee, which includes our Vice President of Information Security, EVP, Operations, EVP, Chief Financial Officer, Chief Compliance Officer, and VP, Legal – Intellectual Property and Privacy, who also serves as the Company's Privacy Compliance Officer and Data Protection Officer.

The Company's Chief Information Officer has served in various roles in information technology and information security for over 27 years, including serving in technology leadership roles such as Chief Information Officer, Senior Director of Commercial Technologies, Senior Director of Corporate Systems, Senior Director of Business Intelligence and Analytics, and Quality Assurance leadership roles for large public companies. The Company's Chief Information Officer was also a Client Director for the Department of Army/Department of Defense for a large public research and advisory services firm and holds a B.A. in Economics from Miami University and an MBA in Information Technology from The University of Maryland.

The Company's Vice President of Information Security has served in various roles in information technology and information security for over 25 years, including serving as Vice President of Information Security and Product Security Officer for large public companies. In addition, the Company's Vice President of Information Security has previously held roles including Security Risk Assessor, Security Policy Development, and Security Architect. The Company's Vice President of Information Security has also contributed to the development and review of various security-related publications including the National Institute of Standards and Technology, the International Organization for Standardization, and the Cloud Security Alliance, has served in numerous roles on various cybersecurity-related advisory boards, and holds a B.S. in Electrical Engineering from Fairleigh Dickinson University.

The Company's Chief Information Officer and Vice President of Information Security, in coordination with the Company's Cyber Security Committee, work collaboratively across the Company to implement a program designed to protect the Company's information systems from cybersecurity threats and to promptly respond to any cybersecurity incidents in accordance with the Company's Security Incident Response Plan. To facilitate the success of this program, multidisciplinary teams throughout the Company are deployed to address cybersecurity threats and to respond to cybersecurity incidents in accordance with the Company's incident response and recovery plans. Through the ongoing communications from these teams, the Chief Information Officer, the Vice President of Information Security, and the Company's Cyber Security Committee monitor the prevention, detection, mitigation, and remediation of cybersecurity incidents in real time, and report such incidents to the Audit Committee when appropriate.

We do not currently believe cybersecurity threats, including as a result of any previous cybersecurity incidents, have materially affected or are reasonably likely to affect the Company, including its business strategy, results of operations, or financial condition; however, we could experience a cybersecurity incident that materially affects us in the future. See [Item 1A. Risk Factors, "Risks Related to our Information Systems and Technology"](#) for additional discussion of cybersecurity risks to our business.

## ITEM 2. PROPERTIES

As detailed in [Item 1. Business. "Operating Properties."](#) the majority of our facilities are subject to leases of the underlying real estate assets, which, among other things, includes the land underlying the facility and the buildings used in the operations of the casino and the hotel, if applicable. The following describes the principal real estate associated with our properties by reportable segment (all area metrics are approximate):

	Location	Description of Owned Real Property	Acreage of Land	Description of Leased Real Property	Acreage of Land
<b>Northeast segment</b>					
Ameristar East Chicago	East Chicago, IN	—	—	Land, buildings, boat	22
Hollywood Casino Bangor	Bangor, ME	—	—	Land, racetrack, buildings	44
Hollywood Casino at Charles Town Races	Charles Town, WV	—	—	Land, racetrack, buildings	299
Hollywood Casino Columbus	Columbus, OH	—	—	Land, buildings	116
Hollywood Casino at Greektown	Detroit, MI	—	—	Land, buildings	8
Hollywood Casino Lawrenceburg	Lawrenceburg, IN	Land, buildings	3	Land, buildings, boat	105
Hollywood Casino Morgantown	Morgantown, PA	Building	—	Land	36
Hollywood Casino at PENN National Race Course	Grantville, PA	—	—	Land <sup>(1)</sup> , racetrack, buildings	574
Hollywood Casino Perryville	Perryville, MD	—	—	Land, buildings	36
Hollywood Casino at The Meadows	Washington, PA	—	—	Land, racetrack, buildings	156
Hollywood Casino Toledo	Toledo, OH	—	—	Land, buildings	42
Hollywood Casino York	York, PA	—	—	Building	—
Hollywood Gaming at Dayton Raceway	Dayton, OH	—	—	Land, racetrack, buildings	120
Hollywood Gaming at Mahoning Valley Race Course	Youngstown, OH	—	—	Land, racetrack, buildings	193
Plainridge Park Casino	Plainville, MA	—	—	Land, racetrack, buildings	88
<b>South segment</b>					
1 <sup>st</sup> Jackpot Casino	Tunica, MS	—	—	Land <sup>(2)</sup> , buildings, boat	136
Ameristar Vicksburg	Vicksburg, MS	—	—	Land, buildings, boat	74
Boomtown Biloxi	Biloxi, MS	—	—	Land <sup>(3)</sup> , buildings, boat	26
Boomtown Bossier City	Bossier City, LA	—	—	Land, buildings, boat	22
Boomtown New Orleans	New Orleans, LA	—	—	Land, buildings, boat	54
Hollywood Casino Gulf Coast	Bay St. Louis, MS	—	—	Land, buildings	579
Hollywood Casino Tunica	Tunica, MS	—	—	Land, buildings, boat	70
L'Auberge Baton Rouge	Baton Rouge, LA	Undeveloped land	417	Land, buildings, barge	99
L'Auberge Lake Charles	Lake Charles, LA	Undeveloped land	54	Land, buildings, barge	235
Margaritaville Resort Casino	Bossier City, LA	—	—	Land, buildings, barge	34
<b>West segment</b>					
Ameristar Black Hawk	Black Hawk, CO	—	—	Land, buildings	104
Cactus Petes and Horseshu	Jackpot, NV	—	—	Land, buildings	80
M Resort	Henderson, NV	—	—	Land, buildings	84
Zia Park Casino	Hobbs, NM	—	—	Land, racetrack, buildings	317
<b>Midwest segment</b>					
Ameristar Council Bluffs	Council Bluffs, IA	—	—	Land, buildings, boat	59
Argosy Casino Alton	Alton, IL	Boat	—	Land, buildings	4
Argosy Casino Riverside	Riverside, MO	—	—	Land <sup>(4)</sup> , buildings, barge	45
Hollywood Casino Aurora	Aurora, IL	—	—	Land, buildings, barge	2
Hollywood Casino Joliet	Joliet, IL	—	—	Land, buildings, barge	276
Hollywood Casino at Kansas Speedway	Kansas City, KS	Land, buildings	101	—	—
Hollywood Casino St. Louis	Maryland Heights, MO	—	—	Land, buildings, barge	221
River City Casino	St. Louis, MO	—	—	Land <sup>(5)</sup> , buildings, barge	83
<b>Other</b>					
Freehold Raceway	Freehold, NJ	Land, racetrack, buildings	51	—	—
	Cherry Hill, NJ	Undeveloped land	10	—	—
Retama Park Racetrack <sup>(6)</sup>	Selma, TX	Undeveloped land	—	—	—
Sam Houston Race Park	Houston, TX	Land, racetrack, buildings	168	—	—
Sanford-Orlando Kennel Club <sup>(7)</sup>	Longwood, FL	Land, building	2	—	—
Valley Race Park	Harlingen, TX	Land, racetrack, buildings	71	—	—
			877		4,443



- (1) Of which, 393 acres is undeveloped land surrounding Hollywood Casino at PENN National Race Course.
- (2) Of which, 53 acres is wetlands.
- (3) Of which, 3 acres is subject to the PENN Master Lease.
- (4) Of which, 38 acres is subject to the PENN Master Lease.
- (5) Of which, 24 acres is land surrounding River City Casino reserved for community and recreational facilities.
- (6) The land, racetrack, and buildings used in the operations of Retama Park Racetrack are owned by the City of Selma, Texas.
- (7) Simulcast racing operations.

We lease office and warehouse space in various locations outside of our operating properties, including 93,117 square feet of office space in Las Vegas, Nevada of which 86,542 is currently subleased and 6,575 is office space; 41,016 square feet of executive office and warehouse space in Wyomissing, Pennsylvania; 81,929 square feet of office space in Toronto, Ontario; 32,212 square feet of office space in Cherry Hill, New Jersey; 29,609 square feet of office space in Philadelphia, Pennsylvania; 22,049 square feet of office space in Hoboken, New Jersey; 3,150 square feet of office space in Greenfield, Massachusetts; 6,847 square feet of office space in San Francisco, California which the entirety of is currently subleased; 4,016 square feet of office space in Gibraltar, and 10,000 square feet of warehouse space in Aurora, Illinois.

Our interests in the owned real property listed above (with the exception of the land, buildings, and racetracks, used in the operations of Hollywood Casino at Kansas Speedway, Freehold Raceway, Retama Park Racetrack, and Hollywood Casino Morgantown, as well as the interests in the leased real property listed above) collateralize our obligations under our Amended Credit Facilities (as defined in the [“Liquidity and Capital Resources”](#) section of [“Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations”](#) below).

### **ITEM 3. LEGAL PROCEEDINGS**

The Company is subject to various legal and administrative proceedings relating to personal injuries, employment matters, commercial transactions, development agreements and other matters arising in the ordinary course of business. Although the Company maintains what it believes to be adequate insurance coverage to mitigate the risk of loss pertaining to covered matters, legal and administrative proceedings can be costly, time-consuming and unpredictable. The Company does not believe that the final outcome of these matters will have a material adverse effect on its results of operations, financial position or cash flows.

### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

## **PART II**

### **ITEM 5. MARKET FOR REGISTRANT’S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

#### ***Ticker Symbol and Holders of Record***

Our common stock is quoted on the NASDAQ Global Select Market under the symbol “PENN.” As of February 19, 2024, there were 1,525 holders of record of our common stock.

#### ***Dividends***

Since our initial public offering of common stock in May 1994, we have not paid any cash dividends on our common stock. We intend to retain all of our earnings to finance the development of our business, and thus, do not anticipate paying cash dividends on our common stock for the foreseeable future. Payment of any cash dividends in the future will be at the discretion of our Board of Directors and will depend upon, among other things, our future earnings, operations and capital requirements, our general financial condition and general business conditions. In addition, our Amended Credit Facilities and senior unsecured notes limit, among other things, our ability to pay dividends. Future financing arrangements may also prohibit the payment of dividends under certain conditions.

#### ***Sales of Unregistered Equity Securities***

We have not sold any equity securities during the year ended December 31, 2023 that were not previously disclosed in a quarterly report on Form 10-Q or a current report on Form 8-K that was filed during the year.

On February 17, 2023, the Company issued 2,442,809 shares of our common stock in conjunction with the Barstool Acquisition (as defined and described in [Note 7, "Investments in and Advances to Unconsolidated Affiliates"](#) in the notes to our Consolidated Financial Statements). The issuances were exempt from registration pursuant to Section 4(a)(2) of the Securities Act.

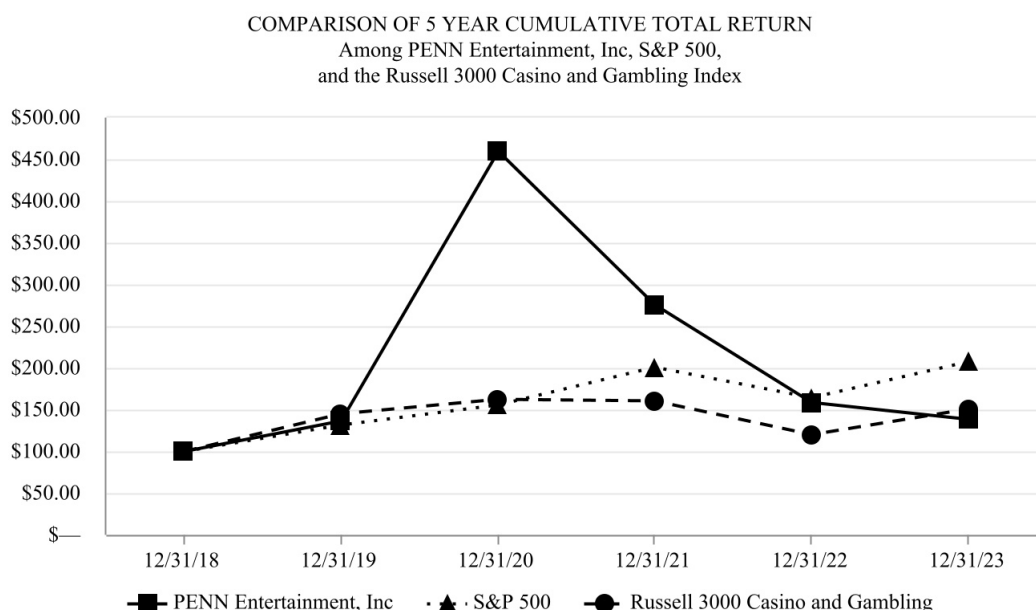
***Purchases of Equity Securities***

On February 1, 2022, our Board of Directors authorized the repurchase of up to \$750.0 million of our common stock from time to time on the open market or in privately negotiated transactions (the "February 2022 Authorization"). The repurchase authorization expires on January 31, 2025. On December 6, 2022, our Board of Directors authorized an additional \$750.0 million program for such repurchases, which expires on December 31, 2025 (the "December 2022 Authorization"). The Company utilized the capacity under the February 2022 Authorization prior to effecting any repurchases under the December 2022 Authorization. Stock repurchases, if any, will be funded using our available liquidity. The timing and amount of stock repurchases, if any, will depend on a variety of factors, including but not limited to, market conditions and corporate and regulatory considerations. As of December 31, 2023, we have repurchased a total of 5,438,221 shares of our common stock at an average price of \$27.54.

We did not repurchase any shares of our common stock during the fourth quarter of the year ended December 31, 2023. As of December 31, 2023, the remaining availability under our December 2022 Authorization was \$749.5 million.

### Stock Performance Graph

The following graph compares the cumulative total shareholder return for the Company's Common Stock since December 31, 2018 to the total returns of the S&P 500 Index and the Russell 3000 Casino and Gambling Index. The comparative returns shown in the graph assumes the investment of \$100 in the Company's Common Stock, the S&P 500 Index, and the Russell 3000 Casino and Gambling Index on December 31, 2018.



Index	Period Ending December 31,					
	2018	2019	2020	2021	2022	2023
PENN Entertainment, Inc.	\$ 100.00	\$ 135.74	\$ 458.68	\$ 275.36	\$ 157.73	\$ 138.18
S&P 500	\$ 100.00	\$ 131.49	\$ 155.68	\$ 200.37	\$ 164.08	\$ 207.21
Russell 3000 Casino and Gambling Index	\$ 100.00	\$ 144.53	\$ 162.37	\$ 160.01	\$ 119.75	\$ 150.70

- A. Cumulative total return assumes reinvestment of all dividends paid during the measurement period.
- B. The Company has not paid any cash dividends on its Common Stock during this period.
- C. The index is reweighted daily using the market capitalization on the previous trading day.
- D. If the last day of the applicable year is not a trading day, the preceding trading day is used.
- E. Historical returns are not indicative of future returns.

### ITEM 6. RESERVED

### ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of financial condition, results of operations, liquidity and capital resources should be read in conjunction with, and is qualified in its entirety by, our Consolidated Financial Statements and the notes thereto, included in this Annual Report on Form 10-K, and other filings with the Securities and Exchange Commission. This management's discussion and analysis of financial condition and results of operations includes discussion as of and for the year ended December 31, 2023 compared to December 31, 2022. Discussion of our financial condition and results of operations as of and for the year ended December 31, 2022 compared to December 31, 2021 can be found in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed with the Securities and Exchange Commission on February 23, 2023.



## EXECUTIVE OVERVIEW

### ***Our Business***

PENN Entertainment, Inc., together with its subsidiaries ("PENN," the "Company," "we," "our," or "us"), is North America's leading provider of integrated entertainment, sports content, and casino gaming experiences. As of December 31, 2023, PENN operated 43 properties in 20 states, online sports betting in 18 jurisdictions and iCasino in five jurisdictions, under a portfolio of well-recognized brands including Hollywood Casino®, L'Auberge®, ESPN BET™, and theScore Bet Sportsbook and Casino®. In August 2023, PENN entered into a transformative, exclusive long-term strategic alliance with ESPN, Inc. and ESPN Enterprises, Inc. (together, "ESPN") relating to online sports betting within the United States. PENN's ability to leverage the leading sports media brands in the United States (ESPN) and Canada (theScore) will position us to significantly expand our digital footprint and efficiently grow our customer ecosystem. This highly differentiated strategy, which is focused on organic cross-sell opportunities, is reinforced by our market-leading retail casinos, sports media assets, and technology, including a proprietary state-of-the-art, fully integrated digital sports and iCasino betting platform and an in-house iCasino content studio. PENN's portfolio is further bolstered by our industry-leading PENN Play™ customer loyalty program, which offers our over 29 million members a unique set of rewards and experiences across business channels.

The majority of the real estate assets (i.e., land and buildings) used in our operations are subject to triple net master leases; the most significant of which are with Gaming and Leisure Properties, Inc. (Nasdaq: GLPI) ("GLPI"), a real estate investment trust ("REIT"), and include the AR PENN Master Lease, 2023 Master Lease, PENN Master Lease (prior to January 1, 2023), and Pinnacle Master Lease (as such terms are defined in [Note 12, "Leases"](#) in the notes to our Consolidated Financial Statements and collectively referred to as the "Master Leases").

### ***Recent Acquisitions, Development Projects and Other***

On February 17, 2023, we acquired the remaining 64% of the outstanding shares of Barstool Sports, Inc. ("Barstool") common stock not already owned by us for a consideration of approximately \$405.5 million, which is inclusive of cash and common stock issuance, repayment of Barstool indebtedness of \$23.8 million, transaction expenses, and other purchase price adjustments in accordance with GAAP (the "Barstool Acquisition"). Prior to the acquisition, we held a 36% ownership interest, which was accounted for under the equity method. At the closing of the Barstool Acquisition, we obtained 100% of the Barstool common stock and determined the fair value of Barstool to be \$660.0 million based on market participant assumptions and Barstool became an indirect wholly owned subsidiary of PENN. See [Note 6, "Acquisitions and Dispositions,"](#) [Note 7, "Investments in and Advances to Unconsolidated Affiliates,"](#) and [Note 15, "Stockholders' Equity"](#) in the notes to our Consolidated Financial Statements for further discussion.

On August 8, 2023, PENN entered into a Sportsbook Agreement (the "Sportsbook Agreement") with ESPN, which provides for a long-term strategic relationship between PENN and ESPN relating to online sports betting in the United States. Pursuant to the Sportsbook Agreement, PENN rebranded the existing Barstool Sportsbook across all online platforms in the United States as ESPN BET (the "Sportsbook") and oversees daily operations of the Sportsbook. The Sportsbook will be deeply integrated within the broader ESPN editorial, content, digital product, and sports programming ecosystem, with access to ESPN's industry leading audience and database. In addition to the Sportsbook Agreement, on August 8, 2023, PENN and ESPN, Inc. entered into an Investment Agreement (the "Investment Agreement") providing for the issuance to ESPN, Inc. of certain warrants to purchase shares of PENN common stock, and setting forth certain other governance rights of ESPN, Inc., as discussed in [Note 13, "Commitments and Contingencies"](#) in the notes to our Consolidated Financial Statements.

In connection with PENN's decision to rebrand our online sports betting business from Barstool Sportsbook to ESPN BET pursuant to the Sportsbook Agreement as discussed above, PENN concurrently entered into a stock purchase agreement with David Portnoy (the "Barstool SPA") pursuant to which PENN sold 100% of the outstanding shares of Barstool to David Portnoy in exchange for nominal cash consideration (one dollar) and certain non-compete and other restrictive covenants. Pursuant to the Barstool SPA, PENN has the right to receive 50% of the gross proceeds received by David Portnoy in any subsequent sale or other monetization event of Barstool. In connection with the Barstool SPA, we recognized a pre-tax loss on disposal of \$923.2 million (inclusive of \$714.8 million in goodwill and intangible assets write-offs and a \$70.0 million indemnification liability) during the third quarter of 2023. See [Note 6, "Acquisitions and Dispositions"](#) in the notes to our Consolidated Financial Statements. For information on the tax-related impacts from the Barstool transaction, see [Note 14, "Income Taxes"](#) in the notes to our Consolidated Financial Statements.

On February 21, 2023, as described in [Note 12, "Leases"](#) in the notes to our Consolidated Financial Statements, the Company and GLPI entered into an agreement to amend and restate the PENN Master Lease (the "AR PENN Master Lease"), effective January 1, 2023, to (i) remove the land and buildings for Hollywood Casino Aurora ("Aurora"), Hollywood Casino Joliet ("Joliet"), Hollywood Casino Columbus ("Columbus"), Hollywood Casino Toledo ("Toledo"), and the M Resort Spa

Casino ("M Resort"), and (ii) make associated adjustments to the rent after which the initial rent in the AR PENN Master Lease was reset to \$284.1 million, consisting of \$208.2 million of building base rent, \$43.0 million of land base rent and \$32.9 million of percentage rent (as such terms are defined in the AR PENN Master Lease). Subsequent to the execution of the AR PENN Master Lease, the lease contains real estate assets associated with 14 of the Company's gaming facilities used in its operations. The current term of the AR PENN Master Lease expires on October 31, 2033 and thereafter contains three renewal terms of five years each on the same terms and conditions, exercisable at the Company's option.

Concurrent with the execution of the AR PENN Master Lease, the Company and GLPI entered into a new master lease (the "2023 Master Lease"), effective January 1, 2023, specific to the properties associated with Aurora, Joliet, Columbus, Toledo, M Resort, Hollywood Casino at The Meadows ("Meadows") and Hollywood Casino Perryville ("Perryville") and a master development agreement (the "Master Development Agreement"). The 2023 Master Lease has an initial term through October 31, 2033 with three subsequent five-year renewal periods on the same terms and conditions, exercisable at the Company's option. The 2023 Master Lease terminated the individual triple net leases associated with Meadows and Perryville. The 2023 Master Lease and AR PENN Master Lease are cross-defaulted, cross-collateralized, and coterminous, and subject to a parent guarantee.

The 2023 Master Lease includes a base rent (the "2023 Master Lease Base Rent") equal to \$232.2 million and the Master Development Agreement contains additional rent (together with the 2023 Master Lease Base Rent, the "2023 Master Lease Rent") equal to (i) 7.75% of any project funding received by PENN from GLPI for an anticipated relocation of PENN's riverboat casino and related developments with respect to Aurora (the "Aurora Project") and (ii) a percentage, based on the then-current GLPI stock price, of any project funding received by PENN from GLPI for certain anticipated development projects with respect to Joliet, Columbus, and M Resort (the "Other Development Projects"). The Master Development Agreement provides that GLPI will fund up to \$225 million for the Aurora Project and, upon PENN's request, up to \$350 million in the aggregate for the Other Development Projects, in accordance with certain terms and conditions set forth in the Master Development Agreement. These funding obligations of GLPI expire on January 1, 2026. The Master Development Agreement provides that PENN may elect not to proceed with a development project prior to GLPI's commencement of any equity or debt offering or credit facility draw intended to fund such a project or after such time in certain instances, provided that GLPI will be reimbursed for all costs and expenses incurred in connection with such discontinued project. The Aurora Project and the Other Development Projects are all subject to necessary regulatory and other government approvals.

We believe that our portfolio of assets provides us with the benefit of geographically-diversified cash flow from operations. We expect to continue to expand our gaming operations through the implementation and execution of a disciplined capital expenditure program at our existing properties, the pursuit of strategic acquisitions and investments, and the development of new gaming properties. In addition, the acquisition of Score Media and Gaming, Inc. ("theScore") and our Sportsbook Agreement with ESPN reflects our strategy to continue evolving from the nation's largest regional gaming operator to a best-in-class omni-channel provider of retail gaming, iCasino, and sports betting entertainment.

### ***Operating and Competitive Environment***

Most of our properties operate in mature, competitive markets. We expect the majority of our future growth to come from our online sports betting and iCasino businesses; improvements, expansions, or relocations of our existing properties; entrance into new jurisdictions; expansions of gaming in existing jurisdictions; and strategic investments and acquisitions; and cross-sell opportunities between our retail gaming, online sports betting, and iCasino businesses. Our portfolio is comprised largely of well-maintained regional gaming facilities, which has allowed us to develop what we believe to be a solid base for future growth opportunities.

We continuously adjust operations, offerings, and cost structures to reflect changing economic conditions, as well as consumer demand and behaviors. We also continue to focus on revenue and cost synergies from recent acquisitions, technology enhancements, and providing customers with additional gaming and entertainment experiences through our differentiated omni-channel strategy. We seek to grow our customer database and PENN Play™ loyalty program through our online sports betting and iCasino businesses, the development of new properties, the expansion of existing properties and other business lines, and through partnerships with third-party partners, such as Norwegian Cruise Line Holdings Ltd., Live Nation Entertainment, Inc., and Choice Hotels International, Inc. In addition, strategic acquisitions (e.g. theScore) and strategic relationships (e.g. our Sportsbook Agreement with ESPN), allow us to acquire new customers, expand our player database, and provide additional revenue streams, all in furtherance of our omnichannel strategy.

The gaming, media, and entertainment industries are characterized by an increasingly high degree of competition among a large number of participants. We compete with a variety of gaming operations, including casinos and hotel casinos of varying quality and size and other gaming options such as state and province-sponsored internet lotteries, sweepstakes, charitable gaming, video gaming terminals at bars, restaurants, taverns and truck stops, illegal slot machines and skill games, fantasy

sports and third-party internet or mobile-based gaming platforms, including both legal and illegal iCasino and sports betting operations. See the [“Segment comparison of the years ended December 31, 2023 and 2022”](#) section below for discussions on our results of operations by reportable segment.

### **Key Performance Indicators**

In our business, revenue is driven by discretionary consumer spending. We have no certain mechanism for determining why consumers choose to spend more or less money at our properties or on our online offerings from period-to-period; therefore, we are unable to quantify a dollar amount for each factor that impacts our customers' spending behaviors. However, based on our experience, we can generally offer some insight into the factors that we believe are likely to account for such changes and which factors may have a greater impact than others. For example, decreases in discretionary consumer spending have historically been brought about by weakened general economic conditions, such as recessions, inflation, rising interest rate environments, high unemployment levels, higher income taxes, low levels of consumer confidence, weakness in the housing market, high fuel or other transportation costs, low consumer confidence, and the effects of pandemics. In addition, visitation and the volume of play have historically been negatively impacted by significant construction surrounding our properties, adverse regional weather conditions, and natural disasters. In all instances, such insights are based solely on our judgment and professional experience, and no assurance can be given as to the accuracy of our judgments.

The vast majority of our revenues is gaming revenue, which is highly dependent upon the volume and spending levels of customers at our properties. Our gaming revenue is derived primarily from slot machines (which represented approximately 85%, 84%, and 84% of our gaming revenue in 2023, 2022, and 2021, respectively) and, to a lesser extent, table games, online sports betting, and iCasino. Aside from gaming revenue, our revenues are primarily derived from our hotel, dining, retail, commissions, program sales, admissions, concessions, and certain other ancillary activities, and our racing operations.

Key performance indicators related to gaming revenue are slot handle and table game drop, which are volume indicators, and “win” or “hold” percentage. Our typical property slot win percentage is in the range of approximately 7% to 11% of slot handle, and our typical table game hold percentage is in the range of approximately 12% to 28% of table game drop.

Slot handle is the gross amount wagered during a given period. The win or hold percentage is the net amount of gaming wins and losses, with liabilities recognized for accruals related to the anticipated payout of progressive jackpots. Given the stability in our slot hold percentages on a historical basis, we have not experienced significant impacts to net income (loss) from changes in these percentages. For table games, customers usually purchase chips at the gaming tables. The cash and markers (extensions of credit granted to certain credit-worthy customers) are deposited in the gaming table's drop box. Table game hold is the amount of drop that is retained and recorded as gaming revenue, with liabilities recognized for funds deposited by customers before gaming play occurs and for unredeemed gaming chips. As we are primarily focused on regional gaming markets, our table game hold percentages are fairly stable as the majority of these markets do not regularly experience high-end play, which can lead to volatility in hold percentages. Therefore, changes in table game hold percentages do not typically have a material impact to our results of operations and cash flows.

Under normal operating conditions, our properties generate significant operating cash flow since most of our revenue is cash-based from slot machines and table games. Our business is capital intensive, and we rely on cash flow from our properties to generate sufficient cash to satisfy our obligations under the Triple Net Leases (as defined in [“Liquidity and Capital Resources”](#)), repay debt, fund maintenance capital expenditures, repurchase our common stock, fund new capital projects at existing properties and provide excess cash for future development and acquisitions. Additional information regarding our capital projects is discussed in [“Liquidity and Capital Resources”](#) below.

### **Reportable Segments**

We have aggregated our operating segments into five reportable segments. Retail operating segments are based on the similar characteristics within the regions in which they operate: Northeast, South, West, and Midwest. The Interactive segment includes all of our online sports betting, online casino/iCasino, and social gaming (collectively referred to as “online gaming”) operations, management of retail sports betting, media, and the operating results of Barstool subsequent to the Barstool Acquisition on February 17, 2023 and prior to the Barstool divestiture on August 8, 2023 (as defined and discussed in [Note 6, “Acquisitions and Dispositions”](#)). We view each of our gaming and racing properties as an operating segment with the exception of our two properties in Jackpot, Nevada, which we view as one operating segment. We consider our combined Video Gaming Terminal (“VGT”) operations, by state, to be separate operating segments. For a listing of our gaming properties and VGT operations included in each reportable segment, see [Note 2, “Significant Accounting Policies”](#) in the notes to our Consolidated Financial Statements.

## RESULTS OF OPERATIONS

The following table highlights our revenues, net income (loss), and Adjusted EBITDA, on a consolidated basis, as well as our revenues and Adjusted EBITDAR by reportable segment. Such segment reporting is consistent with how we measure our business and allocate resources internally. We consider net income (loss) to be the most directly comparable financial measure calculated in accordance with generally accepted accounting principles in the United States ("GAAP") to Adjusted EBITDA and Adjusted EBITDAR, which are non-GAAP financial measures. Refer to ["Non-GAAP Financial Measures"](#) below for the definitions of Adjusted EBITDA, Adjusted EBITDA margin, Adjusted EBITDAR, and Adjusted EBITDAR margin; as well as a reconciliation of net income (loss) to Adjusted EBITDA and Adjusted EBITDAR and related margins.

	For the year ended December 31,					
<i>(dollars in millions)</i>	2023		2022		2021	
<b>Revenues:</b>						
Northeast segment	\$	2,738.4	\$	2,695.9	\$	2,552.4
South segment		1,216.4		1,314.2		1,322.2
West segment		528.5		581.9		521.4
Midwest segment		1,172.6		1,159.6		1,102.7
Interactive segment		718.8		663.1		432.9
Other <sup>(1)</sup>		20.2		21.3		10.6
Intersegment eliminations <sup>(2)</sup>		(32.0)		(34.3)		(37.2)
<b>Total</b>	<b>\$</b>	<b>6,362.9</b>	<b>\$</b>	<b>6,401.7</b>	<b>\$</b>	<b>5,905.0</b>
<b>Net income (loss)</b>						
	\$	(491.4)	\$	221.7	\$	420.5
<b>Adjusted EBITDAR:</b>						
Northeast segment	\$	831.0	\$	842.5	\$	848.4
South segment		494.1		548.1		587.0
West segment		204.2		220.1		195.0
Midwest segment		496.6		501.2		500.1
Interactive segment		(402.5)		(74.9)		(35.4)
Other <sup>(1)</sup>		(110.8)		(97.6)		(100.7)
<b>Total <sup>(3)</sup></b>		<b>1,512.6</b>		<b>1,939.4</b>		<b>1,994.4</b>
Rent expense associated with triple net operating leases <sup>(4)</sup>		(591.1)		(149.6)		(454.4)
<b>Adjusted EBITDA</b>	<b>\$</b>	<b>921.5</b>	<b>\$</b>	<b>1,789.8</b>	<b>\$</b>	<b>1,540.0</b>
Net income (loss) margin		(7.7)	%	3.5	%	7.1
Adjusted EBITDAR margin		23.8	%	30.3	%	33.8
Adjusted EBITDA margin		14.5	%	28.0	%	26.1

(1) The Other category consists of the Company's stand-alone racing operations, namely Sanford-Orlando Kennel Club, Sam Houston and Valley Race Parks (the remaining 50% was acquired by PENN on August 1, 2021), the Company's joint venture interests in Freehold Raceway; and our management contract for Retama Park Racetrack. Expenses incurred for corporate and shared services activities that are directly attributable to a property or are otherwise incurred to support a property are allocated to each property. The Other category also includes corporate overhead costs, which consist of certain expenses, such as: payroll, professional fees, travel expenses and other general and administrative expenses that do not directly relate or have not otherwise been allocated. Corporate overhead costs \$106.7 million, \$98.5 million, and \$103.3 million for the years ended December 31, 2023, 2022, and 2021, respectively.

(2) Primarily represents the elimination of intersegment revenues associated with our retail sportsbooks, which are operated by PENN Interactive.

(3) The total is a mathematical calculation derived from the sum of reportable segments (as well as the Other category). As noted within "Non-GAAP Financial Measures" below, Adjusted EBITDAR, and the related margin, is presented on a consolidated basis outside the financial statements solely as a valuation metric.

(4) For the year ended December 31, 2023, pertains to the following operating leases: (i) AR PENN Master Lease; (ii) 2023 Master Lease; (iii) Margaritaville Lease; and (iv) Greentown Lease.

For the year ended December 31, 2022, pertains to the operating lease components contained within the (i) PENN Master Lease (specific to the land and building components associated with the operations of Hollywood Gaming at Dayton Raceway and Hollywood Gaming at Mahoning Valley

Race Course); (ii) Meadows Lease; (iii) Margaritaville Lease; (iv) Greektown Lease; and (v) Tropicana Lease (which terminated on September 26, 2022).

For the year ended December 31, 2021, pertains to the operating lease components contained within the (i) PENN Master Lease (specific to the land, inclusive of the variable expense associated with Columbus and Toledo) ; (ii) Pinnacle Master Lease (specific to the land); (iii) Meadows Lease; (iv) Margaritaville Lease; (v) Greektown Lease; and (vi) Tropicana Lease.

### Consolidated comparison of the years ended December 31, 2023 and 2022

#### Revenues

The following table presents our consolidated revenues:

	For the year ended December 31,			\$ Change		% Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021	2023 vs. 2022	2022 vs. 2021
<i>(dollars in millions)</i>							
<b>Revenues</b>							
Gaming	\$ 4,905.8	\$ 5,201.7	\$ 4,945.3	\$ (295.9)	\$ 256.4	(5.7)%	5.2 %
Food, beverage, hotel and other	1,457.1	1,200.0	959.7	257.1	240.3	21.4 %	25.0 %
Total revenues	<u>\$ 6,362.9</u>	<u>\$ 6,401.7</u>	<u>\$ 5,905.0</u>	<u>\$ (38.8)</u>	<u>\$ 496.7</u>	(0.6)%	8.4 %

**Gaming revenues** for the year ended December 31, 2023 decreased by \$295.9 million compared to the prior year primarily due to a decrease in visitation in the South segment, decreases in online gaming revenues in our Interactive segment due to elevated promotional expense related to customer acquisitions through the launch of ESPN BET, and the sale of the Tropicana Las Vegas Hotel and Casino, Inc. ("Tropicana") operations in September 2022. The prior year included Tropicana revenues through the sale on September 26, 2022, compared to none in the current year.

**Food, beverage, hotel, and other revenues** for the year ended December 31, 2023 increased by \$257.1 million compared to the prior year, primarily due to increases in gaming tax reimbursement amounts charged to third-party online sports betting and/or iCasino partners for online sports betting and iCasino market access, as well as the inclusion of 100% of the operating results of Barstool subsequent to the Barstool Acquisition on February 17, 2023 until the disposition on August 8, 2023.

See ["Segment comparison of the years ended December 31, 2023 and 2022"](#) below for more detailed explanations of the fluctuations in revenues.

#### Operating expenses

The following table presents our consolidated operating expenses:

	For the year ended December 31,			\$ Change		% Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021	2023 vs. 2022	2022 vs. 2021
<i>(dollars in millions)</i>							
<b>Operating expenses</b>							
Gaming	\$ 2,989.4	\$ 2,864.4	\$ 2,540.7	\$ 125.0	\$ 323.7	4.4 %	12.7 %
Food, beverage, hotel and other	1,011.4	767.2	607.3	244.2	159.9	31.8 %	26.3 %
General and administrative	1,563.4	1,110.4	1,352.9	453.0	(242.5)	40.8 %	(17.9)%
Depreciation and amortization	435.1	567.5	344.5	(132.4)	223.0	(23.3)%	64.7 %
Impairment losses	130.6	118.2	—	12.4	118.2	10.5 %	N/M
Loss on disposal of Barstool	923.2	—	—	923.2	—	N/M	N/M
Total operating expenses	<u>\$ 7,053.1</u>	<u>\$ 5,427.7</u>	<u>\$ 4,845.4</u>	<u>\$ 1,625.4</u>	<u>\$ 582.3</u>	29.9 %	12.0 %

N/M - Not meaningful

**Gaming expenses** consist primarily of gaming taxes, payroll, marketing and promotional, and other expenses associated with our gaming operations. Gaming expenses for the year ended December 31, 2023 increased by \$125.0 million compared to the prior year primarily due to increased payroll and marketing costs, partially offset by a decrease in gaming taxes due to the decrease in gaming revenues as described above. Also included in gaming expenses are certain non-recurring transaction costs of \$16.8 million and \$26.0 million for the years ended December 31, 2023 and 2022, respectively, related to third-party contract termination fees as we executed on our strategy to deploy our internally built technology stack, consisting of a player account management system and proprietary risk and trading platform, specific to the Interactive segment.

**Food, beverage, hotel, and other expenses** consist primarily of payroll costs, costs of goods sold, and other costs associated with our food, beverage, hotel, retail, racing, and interactive operations. Food, beverage, hotel and other expenses for the year ended December 31, 2023 increased \$244.2 million compared to the prior year, primarily due to increases in gaming tax reimbursement amounts charged to third-party online sports betting and/or iCasino partners for online sports betting and iCasino market access, as well as the inclusion of operating expenses related to Barstool subsequent to the Barstool Acquisition on February 17, 2023 until the disposition on August 8, 2023.

**General and administrative expenses** include items such as compliance, facility maintenance, utilities, property and liability insurance, surveillance and security, and lobbying expenses, as well as all expenses for administrative departments such as accounting, purchasing, human resources, legal and internal audit. General and administrative expenses also include stock-based compensation expense; pre-opening expenses; acquisition and transaction costs; gains and losses on disposal of assets; insurance recoveries, net of deductible charges; changes in the fair value of our contingent purchase price obligations; expense associated with cash-settled stock-based awards (including changes in fair value thereto); and rent expense associated with our triple net operating leases.

General and administrative expenses for the year ended December 31, 2023 increased by \$453.0 million compared to the prior year primarily due to an increase in rent expense associated with triple net operating leases of \$441.5 million stemming from the execution on February 21, 2023 of both the AR PENN Master Lease and 2023 Master Lease. The impact of those aforementioned lease transactions resulted in the classification of all land components and building components to be operating leases of which the associated rent expense is recorded to "General and administrative" as described in [Note 12, "Leases"](#) to our Consolidated Financial Statements.

**Depreciation and amortization** for the year ended December 31, 2023 decreased year over year primarily due to a decrease in depreciation and amortization costs stemming from the execution on February 21, 2023 of both the AR PENN Master Lease and 2023 Master Lease. Prior to the execution of the aforementioned lease transactions, primarily all of the building components of the PENN Master Lease were classified as financing obligations of which depreciation of the associated property and equipment assets were previously recorded to "Depreciation and amortization" expense. Additionally, primarily all of the land components contained within the PENN Master Lease and the land and building components contained within the Perryville Lease were classified as finance leases of which amortization of the lease right-of-use assets ("ROU") were recorded to "Depreciation and amortization" expense. The impact of these aforementioned lease transactions resulted in the classification of all land components and building components associated with the AR PENN Master Lease and 2023 Master Lease to be operating leases with the associated rent expense recorded to "General and administrative" as described in [Note 12, "Leases"](#) to our Consolidated Financial Statements.

**Impairment losses** for the year ended December 31, 2023 relate to impairment charges taken on our goodwill and other intangible assets of \$30.0 million and \$100.6 million, respectively, as a result of our annual impairment assessment during the fourth quarter of 2023.

The impairment of goodwill was specific to our Hollywood Casino at Greektown ("Greektown") reporting unit and is due to continued economic challenges in the region in which it operates. As a result, we revised the cash flow projections for the reporting unit to be reflective of the current operating results and related economic environment.

The impairment of gaming licenses related to (i) Greektown due to the reasons discussed above; (ii) Hollywood Casino at PENN National Race Course ("PNRC") and was largely due to the former expansion of gaming legislation in the market and increased supply, particularly from our recent openings of Hollywood Casino York and Hollywood Casino Morgantown, which continues to reduce the long-term projections of the property; and (iii) Ameristar East Chicago and was largely due to increased supply in the region. See [Note 9, "Goodwill and Other Intangible Assets"](#) to our Consolidated Financial Statements for further discussion.

Impairment losses for the year ended December 31, 2022 primarily relate to impairment charges at our Greektown property for goodwill and other intangible assets of \$37.4 million and \$65.4 million, respectively, as a result of an interim impairment assessment during the third quarter of 2022 as well as an impairment charge at our PNRC property for other intangible assets of \$13.6 million as a result of our annual impairment assessment during the fourth quarter of 2022.

The impairment charges recorded in 2022 at Greektown were due to revised cash flow projections as the majority of the hotel was out of service for longer than anticipated during renovations caused by water damage. The impairment charge at PNRC was largely due to the expansion of gaming legislation in the market and increased supply, particularly from our recent openings of Hollywood Casino York and Hollywood Casino Morgantown, which reduced long-term projections of the property.



**Loss on disposal of Barstool** relates to the loss on the sale of 100% of the outstanding shares of Barstool to David Portnoy in exchange for nominal cash consideration (one dollar) as described in [Note 6, "Acquisitions and Dispositions"](#) in the notes to our Consolidated Financial Statements.

The following table presents our consolidated other income (expenses):

	For the year ended December 31,			\$ Change		% Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021	2023 vs. 2022	2022 vs. 2021
<i>(dollars in millions)</i>							
<b>Other income (expenses)</b>							
Interest expense, net	\$ (464.7)	\$ (758.2)	\$ (562.8)	\$ 293.5	\$ (195.4)	(38.7)%	34.7 %
Interest income	\$ 40.3	\$ 18.3	\$ 1.1	\$ 22.0	\$ 17.2	120.2 %	1,563.6 %
Income from unconsolidated affiliates	\$ 25.3	\$ 23.7	\$ 38.7	\$ 1.6	\$ (15.0)	6.8 %	(38.8)%
Gain on Barstool Acquisition, net	\$ 83.4	\$ —	\$ —	\$ 83.4	\$ —	N/M	N/M
Gain on REIT transactions, net	\$ 500.8	\$ —	\$ —	\$ 500.8	\$ —	N/M	N/M
Loss on early extinguishment of debt	\$ —	\$ (10.4)	\$ —	\$ 10.4	\$ (10.4)	N/M	N/M
Other	\$ 5.5	\$ (72.1)	\$ 2.5	\$ 77.6	\$ (74.6)	N/M	N/M
Income tax benefit (expense)	\$ 8.2	\$ 46.4	\$ (118.6)	\$ (38.2)	\$ 165.0	(82.3)%	N/M

N/M - Not meaningful

**Interest expense, net** decreased for the year ended December 31, 2023, as compared to the prior year, primarily due to a net decrease in Master Lease interest costs of \$348.2 million due to changes in lease classifications as a result of the amendment of the PENN Master Lease, as described in [Note 12, "Leases"](#) to our Consolidated Financial Statements, partially offset by an increase in interest expense on our Senior Secured Credit Facilities related to an overall increase in interest rates.

**Interest income** increased for the year ended December 31, 2023, as compared to the prior year, primarily due to executing on our short term investing strategy utilizing money market funds which commenced during the year ended December 31, 2022.

**Income from unconsolidated affiliates** relates principally to our investment in Kansas Entertainment and Freehold Raceway joint ventures, as well as Barstool (prior to the Barstool Acquisition on February 17, 2023). The change in income from the prior year is due fluctuations in earnings from our investments in these unconsolidated affiliates.

**Gain on Barstool Acquisition, net** relates to the gain on our acquisition of all the outstanding shares of Barstool common stock not already owned by us on February 17, 2023 as described in [Note 6, "Acquisitions and Dispositions"](#) to our Consolidated Financial Statements. The gain consists of \$66.5 million related to the remeasurement of our equity investment immediately prior to the acquisition date and \$16.9 million related to the acquisition of the remaining 64% of Barstool common stock.

**Gain on REIT transactions, net** relates to the amendment and restatement of the PENN Master Lease which resulted in the (i) derecognition of \$1.6 billion of financing obligations and (ii) derecognition of \$1.1 billion of Property and Equipment, net. In conjunction with entering into the 2023 Master Lease, the individual triple net leases associated with the Meadows Lease and the Perryville Lease were terminated which resulted in a \$6.5 million loss from the derecognition of ROU assets and lease liabilities. See [Note 12, "Leases"](#) to our Consolidated Financial Statements for additional details on both of these transactions.

**Loss on early extinguishment of debt** relates to the refinancing of the previous Senior Secured Credit Facilities in the prior year. See [Note 11, "Long-term Debt"](#) to our Consolidated Financial Statements for further discussion.

**Other** primarily relates to realized and unrealized gains and losses on equity securities held by PENN Interactive, as well as miscellaneous income and expense items. Equity securities were provided to the Company in conjunction with entering into multi-year agreements with sports betting operators for online sports betting and iCasino market access across our portfolio. For the year ended December 31, 2023, other income primarily consisted of dividend income of \$10.8 million, offset by unrealized holding losses of \$6.4 million on equity shares. For the year ended December 31, 2022, other income primarily related to unrealized holding losses of \$69.9 million on equity shares.

**Income tax benefit (expense)** for the year ended December 31, 2023, was an \$8.2 million benefit, as compared to a \$46.4 million benefit for the year ended December 31, 2022. Our effective tax rate (income taxes as a percentage of income from operations before income taxes) was 1.7% for the year ended December 31, 2023, as compared to (26.5)% for the year ended

December 31, 2022. The effective tax rates for both 2023 and 2022 are not correlated to the amount of our income or loss before income taxes due to the impact of the significant nondeductible losses sustained from the Barstool divestiture and releasing the federal valuation allowance, respectively. The Company's effective tax rate in the current year is lower than the federal statutory rate of 21% due to the effect of nondeductible officers' compensation, increase in the valuation allowance and the nondeductible loss sustained from the Barstool divestiture as discussed in [Note 6, "Acquisitions and Dispositions"](#) and [Note 14, "Income Taxes."](#)

Accordingly, the valuation allowance was reduced by \$113.4 million resulting in a substantial decrease in income tax expense for the year ended December 31, 2022. During 2023, the Company increased the valuation allowance by \$179.0 million for the capital loss carryforward generated from the Barstool divestiture transaction and for certain foreign and state deferred tax assets that are not more likely than not to be realized, resulting in an increase to income tax expense for the year ended December 31, 2023. See [Note 14, "Income Taxes"](#) to our Consolidated Financial Statements for further discussion.

Our effective income tax rate can vary each reporting period depending on, among other factors, the geographic and business mix of our earnings, changes to our valuation allowance, and the level of our tax credits. Certain of these and other factors, including our history and projections of pre-tax earnings, are considered in assessing our ability to realize our net deferred tax assets.

#### Segment comparison of the years ended December 31, 2023 and 2022

##### Northeast Segment

	For the year ended December 31,			\$ Change		% / bps Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021	2023 vs. 2022	2022 vs. 2021
<i>(dollars in millions)</i>							
Revenues:							
Gaming	\$ 2,451.4	\$ 2,434.0	\$ 2,344.2	\$ 17.4	\$ 89.8	0.7 %	3.8 %
Food, beverage, hotel, and other	287.0	261.9	208.2	25.1	53.7	9.6 %	25.8 %
Total revenues	<u>\$ 2,738.4</u>	<u>\$ 2,695.9</u>	<u>\$ 2,552.4</u>	<u>\$ 42.5</u>	<u>\$ 143.5</u>	1.6 %	5.6 %
Adjusted EBITDAR	\$ 831.0	\$ 842.5	\$ 848.4	\$ (11.5)	\$ (5.9)	(1.4)%	(0.7)%
Adjusted EBITDAR margin	30.3 %	31.3 %	33.2 %			(100) bps	(190) bps

The Northeast segment's revenues for the year ended December 31, 2023 increased by \$42.5 million over the prior year, primarily due to increases in gaming and non-gaming revenues at our Greektown, Plainridge Park Casino, and Columbus properties, as well as increased visitation to our food and beverage outlets, offset by a reduction in gaming revenues, primarily at our Hollywood Casino Lawrenceburg and Ameristar East Chicago properties due to increased competition.

For the year ended December 31, 2023 the Northeast segment's Adjusted EBITDAR decreased by \$11.5 million as compared to the prior year, and Adjusted EBITDAR margin decreased to 30.3%, due to increased payroll costs and the negative impact of the union strike at Greektown in November 2023.

##### South Segment

	For the year ended December 31,			\$ Change		% / bps Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021	2023 vs. 2022	2022 vs. 2021
<i>(dollars in millions)</i>							
Revenues:							
Gaming	\$ 950.3	\$ 1,050.7	\$ 1,080.4	\$ (100.4)	\$ (29.7)	(9.6)%	(2.7)%
Food, beverage, hotel, and other	266.1	263.5	241.8	2.6	21.7	1.0 %	9.0 %
Total revenues	<u>\$ 1,216.4</u>	<u>\$ 1,314.2</u>	<u>\$ 1,322.2</u>	<u>\$ (97.8)</u>	<u>\$ (8.0)</u>	(7.4)%	(0.6)%
Adjusted EBITDAR	\$ 494.1	\$ 548.1	\$ 587.0	\$ (54.0)	\$ (38.9)	(9.9)%	(6.6)%
Adjusted EBITDAR margin	40.6 %	41.7 %	44.4 %			(110) bps	(270) bps

The South segment's revenues for the year ended December 31, 2023 decreased by \$97.8 million over the prior year, primarily due to a decrease in visitation at many properties, partially due to increased competition that affected our L'Auberge



Lake Charles and Margaritaville properties and inclement weather during the first half of the year. During the prior year period, particularly in the first quarter, there were COVID restrictions in place in downtown New Orleans which increased visitation to our Hollywood Casino Gulf Coast, Boomtown New Orleans, and L'Auberge Baton Rouge properties.

For the year ended December 31, 2023, the South segment's Adjusted EBITDAR decreased by \$54.0 million and Adjusted EBITDAR margin decreased to 40.6%, primarily due to the decrease in gaming revenues as described above.

#### West Segment

	For the year ended December 31,			\$ Change		% / bps Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021	2023 vs. 2022	2022 vs. 2021
<i>(dollars in millions)</i>							
Revenues:							
Gaming	\$ 376.5	\$ 387.6	\$ 352.7	\$ (11.1)	\$ 34.9	(2.9)%	9.9 %
Food, beverage, hotel, and other	152.0	194.3	168.7	(42.3)	25.6	(21.8)%	15.2 %
Total revenues	<u>\$ 528.5</u>	<u>\$ 581.9</u>	<u>\$ 521.4</u>	<u>\$ (53.4)</u>	<u>\$ 60.5</u>	<u>(9.2)%</u>	<u>11.6 %</u>
Adjusted EBITDAR	\$ 204.2	\$ 220.1	\$ 195.0	\$ (15.9)	\$ 25.1	(7.2)%	12.9 %
Adjusted EBITDAR margin	38.6 %	37.8 %	37.4 %			80 bps	40 bps

The West segment's revenues for the year ended December 31, 2023 decreased by \$53.4 million over the prior year, primarily due to the sale of the Tropicana operations in September 2022 and a decrease in gaming revenues at Ameristar Black Hawk, partially offset by an increase in revenues at Zia Park Casino. The corresponding prior year included Tropicana revenues through the sale on September 26, 2022, compared to none in the current year.

For the year ended December 31, 2023, the West segment's Adjusted EBITDAR decreased by \$15.9 million primarily due to the decrease in revenues at Ameristar Black Hawk and the sale of Tropicana, as discussed above. Additionally, Adjusted EBITDAR margin increased to 38.6% primarily due to the sale of Tropicana which had a negative impact on margins in the prior year period.

#### Midwest Segment

	For the year ended December 31,			\$ Change		% / bps Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021	2023 vs. 2022	2022 vs. 2021
<i>(dollars in millions)</i>							
Revenues:							
Gaming	\$ 1,046.5	\$ 1,045.9	\$ 1,009.6	\$ 0.6	\$ 36.3	0.1 %	3.6 %
Food, beverage, hotel, and other	126.1	113.7	93.1	12.4	20.6	10.9 %	22.1 %
Total revenues	<u>\$ 1,172.6</u>	<u>\$ 1,159.6</u>	<u>\$ 1,102.7</u>	<u>\$ 13.0</u>	<u>\$ 56.9</u>	<u>1.1 %</u>	<u>5.2 %</u>
Adjusted EBITDAR	\$ 496.6	\$ 501.2	\$ 500.1	\$ (4.6)	\$ 1.1	(0.9)%	0.2 %
Adjusted EBITDAR margin	42.4 %	43.2 %	45.4 %			(80) bps	(220) bps

The Midwest segment's revenues for the year ended December 31, 2023 increased by \$13.0 million over the prior year, primarily due to increased visitation at our hotels and food and beverage outlets.

For the year ended December 31, 2023, the Midwest segment's Adjusted EBITDAR decreased by \$4.6 million primarily due to an increase in payroll costs, partially offset by increased non-gaming revenues. The increase in payroll costs also affected Adjusted EBITDAR margin, which decreased to 42.4%.

### Interactive Segment

	For the year ended December 31,			\$ Change		% / bps Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021	2023 vs. 2022	2022 vs. 2021
<b>(dollars in millions)</b>							
Revenues:							
Gaming	\$ 81.1	\$ 283.5	\$ 158.4	\$ (202.4)	\$ 125.1	(71.4)%	79.0 %
Food, beverage, hotel, and other	637.7	379.6	274.5	258.1	105.1	68.0 %	38.3 %
Total revenues	<u>\$ 718.8</u>	<u>\$ 663.1</u>	<u>\$ 432.9</u>	<u>\$ 55.7</u>	<u>\$ 230.2</u>	8.4 %	53.2 %
Adjusted EBITDAR	\$ (402.5)	\$ (74.9)	\$ (35.4)	\$ (327.6)	\$ (39.5)	N/M	N/M
Adjusted EBITDAR margin	(56.0) %	(11.3) %	(8.2) %			N/M	N/M

N/M - Not meaningful

The Interactive segment's revenues for the year ended December 31, 2023 increased by \$55.7 million, compared to the prior year, primarily due to an increase in food, beverage, hotel, and other revenue, partially offset by a decrease in gaming revenue. Food, beverage, hotel, and other revenue increased primarily due to the inclusion of 100% of the operating results of Barstool until its disposition on August 8, 2023 and the inclusion of a tax gross-up of \$390.4 million for the year ended December 31, 2023, compared to \$251.6 million for year ended December 31, 2022. Online gaming revenue decreased due to elevated promotional expense resulting from the high volume of customers acquired through the launch of ESPN BET and unfavorable hold from sports results.

For the year ended December 31, 2023, the Interactive segment's Adjusted EBITDAR decreased primarily due to increases in promotional incentives and marketing expense upon the launch of ESPN BET in November 2023. This also caused a decrease in Adjusted EBITDAR margin.

### Other

	For the year ended December 31,			\$ Change		% / bps Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021	2023 vs. 2022	2022 vs. 2021
<b>(dollars in millions)</b>							
Revenues:							
Food, beverage, hotel, and other	\$ 20.2	\$ 21.3	\$ 10.6	\$ (1.1)	\$ 10.7	(5.2)%	100.9 %
Total revenues	<u>\$ 20.2</u>	<u>\$ 21.3</u>	<u>\$ 10.6</u>	<u>\$ (1.1)</u>	<u>\$ 10.7</u>	(5.2)%	100.9 %
Adjusted EBITDAR	\$ (110.8)	\$ (97.6)	\$ (100.7)	\$ (13.2)	\$ 3.1	N/M	N/M

N/M - Not meaningful

Other consists of the Company's stand-alone racing operations, as well as corporate overhead costs, which primarily includes certain expenses such as payroll, professional fees, travel expenses, and other general and administrative expenses that do not directly relate to or have not otherwise been allocated. Revenues have decreased slightly compared to the prior year, primarily due to fluctuations in racing revenues.

Changes in Adjusted EBITDAR for the year ended December 31, 2023 primarily relate to an increase in payroll costs.

### Non-GAAP Financial Measures

#### Use and Definitions

In addition to GAAP financial measures, management uses Adjusted EBITDA, Adjusted EBITDAR, Adjusted EBITDA margin, and Adjusted EBITDAR margin as non-GAAP financial measures. These non-GAAP financial measures should not be considered a substitute for, nor superior to, financial results and measures determined or calculated in accordance with GAAP. Each of these non-GAAP financial measures is not calculated in the same manner by all companies and, accordingly, may not be an appropriate measure of comparing performance among different companies.

We define Adjusted EBITDA as earnings before interest expense, net; interest income; income taxes; depreciation and amortization; stock-based compensation; debt extinguishment charges; impairment losses; insurance recoveries, net of

deductible charges; changes in the estimated fair value of our contingent purchase price obligations; gain or loss on disposal of assets; the difference between budget and actual expense for cash-settled stock-based awards; pre-opening expenses; loss on disposal of a business; non-cash gains/losses associated with REIT transactions as described in [Note 12, "Leases"](#) to our Consolidated Financial Statements; non-cash gains/losses associated with partial and step acquisitions as measured in accordance with ASC 805 "Business Combinations"; and other. Adjusted EBITDA is inclusive of income or loss from unconsolidated affiliates, with our share of non-operating items (such as interest expense, net; income taxes; depreciation and amortization; and stock-based compensation expense) added back for Barstool (prior to our acquisition of the remaining 64% of Barstool common stock on February 17, 2023) and our Kansas Entertainment, LLC joint venture. Adjusted EBITDA is inclusive of rent expense associated with our triple net operating leases with our REIT landlords. Although Adjusted EBITDA includes rent expense associated with our triple net operating leases, we believe Adjusted EBITDA is useful as a supplemental measure in evaluating the performance of our consolidated results of operations. We define Adjusted EBITDA margin as Adjusted EBITDA divided by consolidated revenues.

Adjusted EBITDA has economic substance because it is used by management as a performance measure to analyze the performance of our business, and is especially relevant in evaluating large, long-lived casino-hotel projects because it provides a perspective on the current effects of operating decisions separated from the substantial non-operational depreciation charges and financing costs of such projects. We present Adjusted EBITDA because it is used by some investors and creditors as an indicator of the strength and performance of ongoing business operations, including our ability to service debt, and to fund capital expenditures, acquisitions and operations. These calculations are commonly used as a basis for investors, analysts and credit rating agencies to evaluate and compare operating performance and value companies within our industry. In order to view the operations of their casinos on a more stand-alone basis, gaming companies, including us, have historically excluded from their Adjusted EBITDA calculations certain corporate expenses that do not relate to the management of specific casino properties. However, Adjusted EBITDA is not a measure of performance or liquidity calculated in accordance with GAAP. Adjusted EBITDA information is presented as a supplemental disclosure, as management believes that it is a commonly used measure of performance in the gaming industry and that it is considered by many to be a key indicator of the Company's operating results.

We define Adjusted EBITDAR as Adjusted EBITDA (as defined above) plus rent expense associated with triple net operating leases (which is a normal, recurring cash operating expense necessary to operate our business). Adjusted EBITDAR is presented on a consolidated basis outside the financial statements solely as a valuation metric. Management believes that Adjusted EBITDAR is an additional metric traditionally used by analysts in valuing gaming companies subject to triple net leases since it eliminates the effects of variability in leasing methods and capital structures. This metric is included as a supplemental disclosure because (i) we believe Adjusted EBITDAR is traditionally used by gaming operator analysts and investors to determine the equity value of gaming operators and (ii) Adjusted EBITDAR is one of the metrics used by other financial analysts in valuing our business. We believe Adjusted EBITDAR is useful for equity valuation purposes because (i) its calculation isolates the effects of financing real estate; and (ii) using a multiple of Adjusted EBITDAR to calculate enterprise value allows for an adjustment to the balance sheet to recognize estimated liabilities arising from operating leases related to real estate. However, Adjusted EBITDAR when presented on a consolidated basis is not a financial measure in accordance with GAAP, and should not be viewed as a measure of overall operating performance or considered in isolation or as an alternative to net income because it excludes the rent expense associated with our triple net operating leases and is provided for the limited purposes referenced herein.

Adjusted EBITDAR margin is defined as Adjusted EBITDAR on a consolidated basis divided by revenues on a consolidated basis. Adjusted EBITDAR margin is presented on a consolidated basis outside the financial statements solely as a valuation metric. We further define Adjusted EBITDAR margin by reportable segment as Adjusted EBITDAR for each segment divided by segment revenues.

### Reconciliation of GAAP Financial Measures to Non-GAAP Financial Measures

The following table includes a reconciliation of net income (loss), which is determined in accordance with GAAP, to Adjusted EBITDA and Adjusted EBITDAR, which are non-GAAP financial measures, as well as related margins:

	For the year ended December 31,						
<i>(dollars in millions)</i>	2023		2022		2021		
Net income (loss)	\$	(491.4)	\$	221.7	\$	420.5	
Income tax (benefit) expense		(8.2)		(46.4)		118.6	
Interest expense, net		464.7		758.2		562.8	
Interest income		(40.3)		(18.3)		(1.1)	
Income from unconsolidated affiliates		(25.3)		(23.7)		(38.7)	
Gain on Barstool Acquisition, net		(83.4)		—		—	
Gain on REIT transactions, net		(500.8)		—		—	
Loss on early extinguishment of debt		—		10.4		—	
Other (income) expense		(5.5)		72.1		(2.5)	
Operating income (loss)		(690.2)		974.0		1,059.6	
Loss on disposal of Barstool		923.2		—		—	
Stock-based compensation <sup>(1)</sup>		85.9		58.1		35.1	
Cash-settled stock-based award variance <sup>(1)(2)</sup>		(13.8)		(15.5)		1.2	
Loss on disposal of assets <sup>(1)</sup>		0.1		7.9		1.1	
Contingent purchase price <sup>(1)</sup>		1.9		(0.6)		1.9	
Pre-opening expenses <sup>(1)(3)</sup>		—		4.1		5.4	
Depreciation and amortization		435.1		567.5		344.5	
Impairment losses <sup>(4)</sup>		130.6		118.2		—	
Insurance recoveries, net of deductible charges <sup>(1)</sup>		(13.9)		(10.7)		—	
Income from unconsolidated affiliates		25.3		23.7		38.7	
Non-operating items of equity method investments <sup>(5)</sup>		7.4		7.9		7.7	
Other expenses <sup>(1)(3)(6)</sup>		29.9		55.2		44.8	
Adjusted EBITDA		921.5		1,789.8		1,540.0	
Rent expense associated with triple net operating leases <sup>(1)</sup>		591.1		149.6		454.4	
Adjusted EBITDAR	\$	1,512.6	\$	1,939.4	\$	1,994.4	
Net income (loss) margin		(7.7)	%	3.5	%	7.1	%
Adjusted EBITDA margin		14.5	%	28.0	%	26.1	%
Adjusted EBITDAR margin		23.8	%	30.3	%	33.8	%

(1) These items are included in "General and administrative" within the Company's Consolidated Statements of Operations.

(2) Our cash-settled stock-based awards are adjusted to fair value each reporting period based primarily on the price of the Company's common stock. As such, significant fluctuations in the price of the Company's common stock during any reporting period could cause significant variances to budget on cash-settled stock-based awards.

(3) During the first quarter of 2021, acquisition costs were included within pre-opening and acquisition costs. Beginning with the quarter ended June 30, 2021, acquisition costs are presented as part of other expenses.

(4) For the years ended December 31, 2023 and 2022, amounts relate to impairment charges in our Northeast segment of \$130.6 million and \$116.4 million, respectively. See [Note 9, "Goodwill and Other Intangible Assets."](#)

(5) Consists principally of interest expense, net, income taxes, depreciation and amortization, and stock-based compensation expense associated with Barstool prior to us acquiring the remaining 64% of Barstool common stock (see [Note 6, "Acquisitions and Dispositions"](#)) and our Kansas Entertainment joint venture.

(6) Consists of non-recurring acquisition and transaction costs, and finance transformation costs associated with the implementation of our new Enterprise Resource Management system.

## LIQUIDITY AND CAPITAL RESOURCES

Our primary sources of liquidity and capital resources have been and will continue to be cash flow from operations, borrowings from banks and proceeds from the issuance of debt and equity securities. Our ongoing liquidity will depend on a number of factors, including available cash resources, cash flow from operations, acquisitions or investments, funding of construction for development projects, and our compliance with covenants contained under our debt agreements.

	For the year ended December 31,			\$ Change		% Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021	2023 vs. 2022	2022 vs. 2021
<i>(dollars in millions)</i>							
Net cash provided by operating activities	\$ 455.9	\$ 878.2	\$ 896.1	\$ (422.3)	\$ (17.9)	(48.1)%	(2.0)%
Net cash used in investing activities	\$ (742.6)	\$ (258.6)	\$ (1,221.8)	\$ (484.0)	\$ 963.2	187.2 %	(78.8)%
Net cash provided by (used in) financing activities	\$ (262.6)	\$ (853.0)	\$ 339.9	\$ 590.4	\$ (1,192.9)	(69.2)%	N/M

N/M - Not meaningful

### Operating Cash Flow

Trends in our operating cash flows tend to follow trends in operating income, excluding non-cash charges, but can be affected by changes in working capital, the timing of significant interest payments, tax payments or refunds, and distributions from unconsolidated affiliates. Net cash provided by operating activities decreased by \$422.3 million for the year ended December 31, 2023 primarily due to a decrease in income before taxes and an increase in payments associated with the operating components contained within our Triple Net Leases (as defined below).

### Investing Cash Flow

Cash used in investing activities for the year ended December 31, 2023 of \$742.6 million is primarily due to consideration paid for the Barstool Acquisition, net of cash acquired, of \$314.6 million and capital expenditures of \$360.0 million. For the year ended December 31, 2022, cash used in investing activities was primarily related to capital expenditures and the acquisition of a cost method investment, offset by insurance proceeds received for losses incurred due to Hurricane Laura in 2020.

#### Capital Expenditures

Capital expenditures are accounted for as either project capital (new facilities or expansions) or maintenance (replacement) which is inclusive of projects such as our retail sportsbooks, our cashless, cardless and contactless technology, and hotel renovations. Cash provided by operating activities, as well as cash available under our Amended Revolving Credit Facility and Revolving Facility, was available to fund our capital expenditures for the years ended December 31, 2023, 2022, and 2021, as applicable.

Capital expenditures for the year ended December 31, 2023 and 2022 were \$360.0 million and \$263.4 million, respectively. For the year ending December 31, 2024, our anticipated capital maintenance expenditures are approximately \$225.0 million, which include capital expenditures under our Triple Net Leases, which require us to spend a specified percentage of revenues. Additionally for the year ending December 31, 2024, we anticipate capital project expenditures of \$275.6 million in connection with the Aurora Project and Other Development Projects as a result of our Master Development Agreement with GLPI (as described in [Note 12, "Leases"](#) in the notes to our Consolidated Financial Statements). The Master Development Agreement provides that GLPI will fund up to \$225.0 million for the Aurora Project and, upon PENN's request, up to \$350.0 million in the aggregate for the Other Development Projects, in accordance with certain terms and conditions set forth in the Master Development Agreement.

### Financing Cash Flow

For the year ended December 31, 2023, net cash used in financing activities totaled \$262.6 million compared to \$853.0 million in net cash used in financing activities in the prior year. During the year ended December 31, 2023, net cash used in financing activities primarily related to \$149.8 million of common stock repurchases, \$47.1 million in principal payments on our finance leases, \$39.2 million in principal payments on our financing obligations, and \$37.5 million in principal debt repayments.

During the year ended December 31, 2022, cash used in financing activities of \$853.0 million primarily related to \$601.1 million of common stock repurchases, net debt repayments of \$37.5 million, \$18.2 million in debt issuance costs, and \$173.7

million in principal payments on our finance leases and finance obligations.

#### *Debt Issuance and Other long-term Obligations*

On May 3, 2022, the Company entered into a Second Amended and Restated Credit Agreement with its various lenders (the "Second Amended and Restated Credit Agreement"). The Second Amended and Restated Credit Agreement provides for a \$1.0 billion revolving credit facility, undrawn at close, (the "Amended Revolving Credit Facility"), a five-year \$550.0 million term loan A facility (the "Amended Term Loan A Facility") and a seven-year \$1.0 billion term loan B facility (the "Amended Term Loan B Facility") (together, the "Amended Credit Facilities"). The proceeds from the Amended Credit Facilities were used to repay the existing Term Loan A Facility and Term Loan B-1 Facility balances.

At December 31, 2023, we had \$2.8 billion in aggregate principal amount of indebtedness, including \$1.5 billion outstanding under our Amended Credit Facilities, \$330.5 million outstanding under our 2.75% unsecured convertible notes due 2026 (the "Convertible Notes"), \$400.0 million outstanding under our 5.625% senior unsecured notes due 2027 (the "5.625% Notes"), \$400.0 million outstanding under our 4.125% senior unsecured notes due 2029 (the "4.125% Notes"), and \$173.5 million outstanding in other long-term obligations. No amounts were drawn on our Amended Revolving Credit Facility. We have no debt maturing prior to 2026. As of December 31, 2023 we had conditional obligations under letters of credit issued pursuant to the Amended Credit Facilities with face amounts aggregating to \$21.7 million resulting in \$978.3 million available borrowing capacity under our Amended Revolving Credit Facility.

#### *Covenants*

Our Amended Credit Facilities, 5.625% Notes and 4.125% Notes, require us, among other obligations, to maintain specified financial ratios and to satisfy certain financial tests. In addition, our Amended Credit Facilities, 5.625% Notes and 4.125% notes, restrict, among other things, our ability to incur additional indebtedness, incur guarantee obligations, amend debt instruments, pay dividends, create liens on assets, make investments, engage in mergers or consolidations, and otherwise restrict corporate activities. Our debt agreements also contain customary events of default, including cross-default provisions that require us to meet certain requirements under the AR PENN Master Lease, the 2023 Master Lease, PENN Master Lease (prior to January 1, 2023), and the Pinnacle Master Lease (all of which are defined in [Note 12, "Leases"](#) in the notes to our Consolidated Financial Statements), each with GLPI. If we are unable to meet our financial covenants or in the event of a cross-default, it could trigger an acceleration of payment terms.

On February 15, 2024 (the "Amendment Effective Date"), PENN entered into a First Amendment (the "Amendment Agreement") with its various lenders amending its Amended Credit Facilities (as amended, amended and restated, supplemented, or otherwise modified from time to time prior to the Amendment Effective Date, the "Existing Credit Agreement"). The Amendment Agreement amends the Existing Credit Agreement to provide that during the period beginning on the Amendment Effective Date and ending on the earlier of (i) the date that is two business days after the date on which the Company delivers a covenant relief period termination notice to the administrative agent and (ii) the date on which the administrative agent receives a compliance certificate for the quarter ending December 31, 2024 (the "Covenant Relief Period"), the Company will make an adjustment to exclude specified amounts of Interactive segment Adjusted EBITDAR (as defined in [Note 18, "Segment Information"](#) in the notes to our Consolidated Financial Statements) in its calculations to comply with the maximum total net leverage ratio or minimum interest coverage ratio (as such terms are defined in the Second Amended and Restated Credit Agreement). We will continue to be required to maintain specified financial ratios and to satisfy certain financial tests when our Covenant Relief Period terminates after December 31, 2024.

As of December 31, 2023, the Company was in compliance with all required financial covenants. The Company believes that it will remain in compliance with all of its required financial covenants for at least the next twelve months following the date of filing this Annual Report on Form 10-K with the SEC.

See [Note 11, "Long-term Debt"](#) in the notes to our Consolidated Financial Statements for additional information of the Company's debt and other long-term obligations.

#### *Share Repurchase Authorizations*

During the second quarter of 2023, we completed our \$750 million share repurchase authorization approved by the Board of Directors on February 1, 2022 (the "February 2022 Authorization").

On December 6, 2022, a second share repurchase program was authorized for an additional \$750 million (the "December 2022 Authorization"). The December 2022 Authorization expires on December 31, 2025.

The Company utilized the capacity under the February 2022 Authorization prior to effecting any repurchases under the December 2022 Authorization. Repurchases by the Company are subject to available liquidity, general market and economic conditions, alternate uses for the capital and other factors. Share repurchases may be made from time to time through a Rule 10b5-1 trading plan, open market transactions, block trades or in private transactions in accordance with applicable securities laws and regulations and other legal requirements. There is no minimum number of shares that the Company is required to repurchase and the repurchase authorization may be suspended or discontinued at any time without prior notice.

During the years ended December 31, 2023 and 2022, respectively, the Company repurchased 5,438,221 and 17,561,288 shares of its common stock in open market transactions for \$149.8 million and \$601.1 million at an average price of \$27.54 and \$34.23 per share under the February 2022 and December 2022 Authorizations. The cost of all repurchased shares is recorded as "Treasury stock" in the Consolidated Balance Sheets.

No shares of the Company's common stock were repurchased subsequent to the year ended December 31, 2023. As of February 22, 2024, the remaining availability under our December 2022 Authorization was \$749.5 million.

#### **Other Factors Affecting Liquidity**

##### *ESPN BET Sportsbook Agreement*

On August 8, 2023, PENN entered into the Sportsbook Agreement with ESPN which provides for a long-term strategic relationship between PENN and ESPN relating to online sports betting in the United States. In November 2023, the existing Barstool Sportsbook was rebranded and launched across all online platforms in the United States as ESPN BET, and our online product includes a Hollywood-branded integrated iCasino where permitted. The Sportsbook Agreement has an initial 10-year term and may be extended for an additional ten years upon mutual agreement of PENN and ESPN. In consideration for the media marketing services and brand and other rights provided by ESPN, PENN will pay \$150.0 million per year in cash pursuant to the Sportsbook Agreement for the initial 10-year term and issue warrants pursuant to the Investment Agreement (see [Note 13, "Commitments and Contingencies"](#) in the notes to our Consolidated Financial Statements for additional information).

##### *Triple Net Leases*

The majority of the real estate assets (i.e., land and buildings) used in our operations are subject to triple net master leases; the most significant of which are with GLPI, and include the AR PENN Master Lease, 2023 Master Lease, PENN Master Lease (prior to January 1, 2023), and Pinnacle Master Lease (as such terms are defined in [Note 12, "Leases"](#) in the notes to our Consolidated Financial Statements, and collectively referred to as the "Master Leases"). We refer to the Master Leases, Perryville Lease (where applicable), the Meadows Lease (where applicable), the Margaritaville Lease, the Greentown Lease, the Tropicana Lease (terminated September 26, 2022) and the Morgantown Lease, collectively, as our "Triple Net Leases". The Company's Triple Net Leases are accounted for as either operating leases, finance leases, or financing obligations.

On February 21, 2023, the Company and GLPI entered into an agreement to amend and restate the PENN Master Lease, effective January 1, 2023, to (i) remove the land and buildings for Aurora, Joliet, Columbus, Toledo and the M Resort, and (ii) make associated adjustments to the rent after which the initial rent in the AR PENN Master Lease was reset to \$284.1 million, consisting of \$208.2 million of building base rent, \$43.0 million of land base rent and \$32.9 million of percentage rent (as such terms are defined in the AR PENN Master Lease). Subsequent to the execution of the AR PENN Master Lease, the lease contains real estate assets associated with 14 of the Company's gaming facilities used in its operations. The current term of the AR PENN Master Lease expires on October 31, 2033 and thereafter contains three renewal terms of five years each on the same terms and conditions, exercisable at the Company's option.

Concurrent with the execution of the AR PENN Master Lease, the Company and GLPI entered into the 2023 Master Lease, effective January 1, 2023, specific to the property associated with Aurora, Joliet, Columbus, Toledo, M Resort, Meadows, and Perryville and the Master Development Agreement. The 2023 Master Lease has an initial term through October 31, 2033 with three subsequent five-year renewal periods on the same terms and conditions, exercisable at the Company's option. The 2023 Master Lease terminated the individual triple net leases associated with Meadows and Perryville. The 2023 Master Lease and AR PENN Master Lease are cross-defaulted, cross-collateralized, and coterminous, and subject to a parent guarantee.

The 2023 Master Lease includes the 2023 Master Lease Base Rent equal to \$232.2 million and the Master Development Agreement contains additional rent equal to (i) 7.75% of any project funding received by PENN from GLPI for the Aurora Project and (ii) a percentage, based on the then-current GLPI stock price, of any project funding received by PENN from GLPI for the Other Development Projects. The Master Development Agreement provides that GLPI will fund up to \$225.0 million for the Aurora Project and, upon PENN's request, up to \$350.0 million in the aggregate for the Other Development Projects, in



accordance with certain terms and conditions set forth in the Master Development Agreement. These funding obligations of GLPI expire on January 1, 2026. The 2023 Master Lease Rent will be subject to a one-time increase of \$1.4 million, effective November 1, 2027. The 2023 Master Lease Rent was subject to a fixed escalator of 1.5% on November 1, 2023 and will be annually thereafter. The Master Development Agreement provides that PENN may elect not to proceed with a development project prior to GLPI's commencement of any equity or debt offering or credit facility draw intended to fund such a project or after such time in certain instances, provided that GLPI will be reimbursed for all costs and expenses incurred in connection with such discontinued project. The Aurora Project and the Other Development Projects are all subject to necessary regulatory and other government approvals.

Under our Triple Net Leases, in addition to lease payments for the real estate assets, we are required to pay the following, among other things: (i) all facility maintenance; (ii) all insurance required in connection with the leased properties and the business conducted on the leased properties; (iii) taxes levied on or with respect to the leased properties (other than taxes on the income of the lessor); (iv) all tenant capital improvements; and (v) all utilities and other services necessary or appropriate for the leased properties and the business conducted on the leased properties. As of December 31, 2023, we are required to make total annual minimum rent payments of \$962.7 million, of which \$943.6 million relates to our Triple Net Leases. Additionally, our Triple Net Leases are subject to annual escalators and periodic percentage rent resets, as applicable. See [Note 12, "Leases"](#) in the notes to our Consolidated Financial Statements for further discussion and disclosure related to the Company's leases.

#### *Payments to our REIT Landlords under Triple Net Leases*

Total payments made to our REIT Landlords, GLPI and VICI, were as follows:

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
AR PENN Master Lease	\$ 284.1	\$ —	\$ —
2023 Master Lease	232.8	—	—
PENN Master Lease	—	480.3	475.7
Pinnacle Master Lease	339.4	334.1	328.3
Perryville Lease	—	7.8	3.9
Meadows Lease	—	24.6	24.9
Margaritaville Lease	26.2	23.8	23.5
Greektown Lease	52.2	51.3	53.1
Morgantown Lease	3.1	3.1	3.0
Total <sup>(1)</sup>	\$ 937.8	\$ 925.0	\$ 912.4

(1) Cash rent payable under the Tropicana Lease was nominal prior to the lease termination on September 26, 2022. Therefore, it has been excluded from the table above.

#### **Other Contractual Cash Obligations**

The following table presents our other contractual cash obligations as of December 31, 2023:

<i>(in millions)</i>	Total	Payments Due by Period			
		2024	2025-2026	2027-2028	2029 and after
Purchase obligations	\$ 790.7	\$ 339.4	\$ 322.5	\$ 55.6	\$ 73.2
Other liabilities reflected within our Consolidated Balance Sheets <sup>(1)</sup>	8.0	0.3	0.6	0.6	6.5
Total	\$ 798.7	\$ 339.7	\$ 323.1	\$ 56.2	\$ 79.7

(1) Excludes the liability for unrecognized tax benefits of \$47.2 million, as we cannot reasonably estimate the period of cash settlement with the respective taxing authorities. Additionally, it does not include a total of \$254.5 million related to the payments associated with our (i) contingent purchase price obligations; and (ii) financing arrangement in which we received upfront cash proceeds permitting us to participate in future claims, as they are not fixed obligations.

#### **Outlook**

Based on our current level of operations, we believe that cash generated from operations and cash on hand, together with amounts available under our Amended Credit Facilities, will be adequate to meet our anticipated obligations under our Triple Net Leases, debt service requirements, capital expenditures and working capital needs for the foreseeable future. However, our



ability to generate sufficient cash flow from operations will depend on a range of economic, competitive and business factors, many of which are outside our control. We cannot be certain: (i) of the impact of price inflation, changes in interest rates on the U.S. economy, economic uncertainty, and geopolitical uncertainty; (ii) that our anticipated earnings projections will be realized; (iii) that we will achieve the expected synergies from our acquisitions and joint ventures; and (iv) that future borrowings will be available under our Amended Credit Facilities or otherwise will be available in the credit markets to enable us to service our indebtedness or to make anticipated capital expenditures. We caution that the performance and trends seen across our portfolio may not continue. In addition, while we anticipated that a significant amount of our future growth would come through the pursuit of opportunities within other distribution channels, such as media, retail, and online gaming; from acquisitions of gaming properties at reasonable valuations; greenfield projects; development projects; and jurisdictional expansions and property expansion in under-penetrated markets; there can be no assurance that this will be the case. If we consummate significant acquisitions in the future or undertake any significant property expansions, our cash requirements may increase significantly, and we may need to make additional borrowings or complete equity or debt financings to meet these requirements. See "Risk Factors—Risks Related to Our Capital Structure" within "[Item 1A. Risk Factors.](#)" of this Annual Report on Form 10-K for more information on additional financing risks.

We have historically maintained a capital structure comprised of a mix of equity and debt financing. We vary our leverage to pursue opportunities in the marketplace in an effort to maximize our enterprise value for our shareholders. We expect to meet our debt obligations as they come due through internally-generated funds from operations and/or refinancing them through the debt or equity markets prior to their maturity.

#### RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

For information on new accounting pronouncements and the impact of these pronouncements on our Consolidated Financial Statements, see [Note 3, "New Accounting Pronouncements"](#) in the notes to our Consolidated Financial Statements.

#### CRITICAL ACCOUNTING ESTIMATES

The preparation of the Consolidated Financial Statements in accordance with GAAP requires us to make estimates and judgments that are subject to an inherent degree of uncertainty. The nature of the estimates and assumptions are material due to the levels of subjectivity and judgment necessary to account for highly uncertain factors or the susceptibility of such factors to change. The development and selection of critical accounting estimates, and the related disclosures, have been reviewed with the Audit Committee of our Board of Directors. We believe the current assumptions and other considerations used to estimate amounts reflected in our Consolidated Financial Statements are appropriate. However, if actual experience differs from the assumptions and other considerations used in estimating amounts reflected in our Consolidated Financial Statements, the resulting changes could have a material adverse effect on our financial condition, results of operations and cash flows.

#### **Leases**

The assessment of lease classifications of land and building components contained within each of the AR PENN Master Lease and the 2023 Master Lease (as described in [Note 12, "Leases"](#) in the notes to our Consolidated Financial Statements) required management to make significant estimates and assumptions. These included estimates for the (i) fair value of the land and building assets; (ii) the term of the lease, including whether any renewal terms are reasonably certain of being exercised; and (iii) the discount rate (collateralized incremental borrowing rate) over the lease term. Additionally, management assessed whether the agreements should be accounted for as a separate or combined contract and whether the AR PENN Master Lease should be considered a lease modification or a new lease.

#### **Business Combination**

In connection with the Company's acquisition of Barstool (as described in [Note 6, "Acquisitions and Dispositions"](#) in the notes to our Consolidated Financial Statements), valuations were completed to determine the allocation of the purchase price. The factors considered in the valuation include data gathered as a result of the Company's due diligence in connection with the acquisition, projections for future operations, and data obtained from third-party valuation specialists, as deemed appropriate.

We allocated the business combination purchase price to tangible and identifiable intangible assets acquired and liabilities assumed based on their fair values. The excess of the purchase price over those fair values was recorded as goodwill.

Accounting for this business combination required management to make significant estimates and assumptions, including our estimate of intangible assets, such as the Barstool trade name, advertising relationships, other tradenames and brands, and customer relationships. Although we believe the estimates and assumptions made have been reasonable and appropriate, they are inherently uncertain. The most significant of the assumptions used in the valuations included: (1) revenue growth; (2)

discount rates; (3) effective income tax rates; (4) future terminal values; and (5) gaming royalties for the use of the Barstool tradename assumptions. These assumptions were developed based on historical trends in the current competitive markets in which Barstool and PENN operate as well as projections of future performance. Significant assumptions with respect to our trade names and customer relationships involved selecting the appropriate royalty rates and cost estimates for replacement cost analyses. Advertising relationships were valued utilizing a with-and-without method. Where a relief-from-royalty method was utilized, significant assumptions included projecting revenues attributable to the asset, royalty rates, obsolescence factors, estimated synergies and discount rates. Where a replacement cost method was utilized, significant assumptions included estimating cost and time required to replace, determining the opportunity cost over the replacement period, and estimating a mark-up on development costs. Where a with-and-without method was utilized, significant assumptions included projecting revenues with direct advertising relationships and projecting revenues without direct advertising relationships and determining discount rates.

#### ***Goodwill and other intangible assets***

As of December 31, 2023, the Company had \$2.7 billion in goodwill and \$1.6 billion in other intangible assets within its Consolidated Balance Sheet, representing 16.8% and 10.1% of total assets, respectively. These intangible assets require significant management estimates and judgment pertaining to: (i) the valuation in connection with initial purchase price allocations and (ii) the ongoing evaluation for impairment. Our annual goodwill and other indefinite-lived intangible assets impairment test is performed on October 1st of each year, or more frequently if indicators of impairment exist. As a result of our annual test completed during the fourth quarter of 2023, we recognized \$30.0 million in impairment charges on our goodwill, which related to our Hollywood Casino at Greentown reporting unit, and \$100.6 million in impairment charges on our gaming licenses, which related to our Hollywood Casino at Greentown, Hollywood Casino at PENN National Race Course, and Ameristar East Chicago properties. For further discussion, see [Note 9, "Goodwill and Other Intangible Assets"](#) to our Consolidated Financial Statements.

For quantitative goodwill impairment tests, an income approach, in which a discounted cash flow ("DCF") model is utilized, and a market-based approach using guideline public company multiples of earnings before interest, taxes, depreciation, and amortization from the Company's peer group are utilized in order to estimate the fair market value of the Company's reporting units. In determining the carrying amount of each reporting unit that utilizes real estate assets subject to the Triple Net Leases, if and as applicable, (i) the Company allocates each reporting unit their pro-rata portion of the ROU assets, lease liabilities, and/or financing obligations, and (ii) pushes down the carrying amount of the property and equipment subject to such leases. In general, as it pertains to the Master Leases, such amounts are allocated based on the reporting unit's projected Adjusted EBITDA as a percentage of the aggregate estimated Adjusted EBITDA of all reporting units subject to each of the Master Leases, as applicable. The Company compares the fair value of its reporting units to the carrying amounts. If the carrying amount of the reporting unit exceeds the fair value, an impairment is recorded equal to the amount of the excess (not to exceed the amount of goodwill allocated to the reporting unit).

We consider our gaming licenses, trademarks, and certain other intangible assets as indefinite-lived intangible assets that do not require amortization based on our future expectations to operate our gaming properties indefinitely as well as our historical experience in renewing these intangible assets at minimal cost with various jurisdictional commissions. Rather, these intangible assets are tested annually for impairment, or more frequently if indicators of impairment exist, by comparing the fair value of the recorded assets to their carrying amount. If the carrying amounts of the indefinite-lived intangible assets exceed their fair value, an impairment loss is recognized.

We assess the fair value of our gaming licenses using the Greenfield Method under the income approach, which estimates the fair value of the gaming license using a DCF model assuming we built a new casino with similar utility to that of the existing casino. The method assumes a theoretical start-up company going into business without any assets other than the intangible asset being valued. As such, the value of the gaming license is a function of the following assumptions:

- Projected revenues and operating cash flows (including an allocation of the projected payments under any applicable Triple Net Lease);
- Estimated construction costs and duration;
- Pre-opening expenses; and
- Discounting that reflects the level of risk associated with receiving future cash flows attributable to the license.

We assess the fair value of our trademarks using the relief-from-royalty method under the income approach. The principle behind this method is that the value of the trademark is equal to the present value of the after-tax royalty savings attributable to the owned trademark. As such, the value of the trademark is a function of the following assumptions:

- Projected revenues;

- Selection of an appropriate royalty rate to apply to projected revenues; and
- Discounting that reflects the level of risk associated with the after-tax revenue stream associated with the trademark.

The evaluation of goodwill and indefinite-lived intangible assets requires the use of estimates about future operating results of each reporting unit to determine the estimated fair value of the reporting unit and the indefinite-lived intangible assets. The Company must make various assumptions and estimates in performing its impairment testing. The implied fair value includes estimates of future cash flows (including an allocation of the projected payments under any applicable Triple Net Lease) that are based on reasonable and supportable assumptions which represent the Company's best estimates of the cash flows expected to result from the use of the assets including their eventual disposition. Changes in estimates, increases in the Company's cost of capital, reductions in transaction multiples, changes in operating and capital expenditure assumptions or application of alternative assumptions and definitions could produce significantly different results. Future cash flow estimates are, by their nature, subjective and actual results may differ materially from the Company's estimates. If our ongoing estimates of future cash flows are not met, we may have to record impairment charges in future periods. Our estimates of cash flows are based on the current regulatory and economic climates, recent operating information and budgets of the various properties where it conducts operations. These estimates could be negatively impacted by changes in federal, state or local regulations, economic downturns, or other events affecting our properties.

Forecasted cash flows (based on our annual operating plan as determined in the fourth quarter) can be significantly impacted by the local economy in which our reporting units operate, as illustrated by the COVID-19 pandemic which caused temporary suspension of our operations pursuant to various orders from state gaming regulatory bodies or governmental authorities. Increases in unemployment rates, inflation and/or interest rates can also result in decreased customer visitation and/or lower customer spend per visit. In addition, the impact of new legislation which approves gaming in nearby jurisdictions or further expands gaming in jurisdictions where our reporting units currently operate can result in opportunities for us to expand our operations. However, it also has the impact of increasing competition for our established properties which generally will have a negative effect on those locations' profitability once competitors become established as a certain level of cannibalization occurs absent an overall increase in customer visitation. Additionally, increases in gaming taxes approved by state regulatory bodies can negatively impact forecasted cash flows.

Assumptions and estimates about future cash flow levels, discount rates and multiples by individual reporting units are complex and subjective. They are sensitive to changes in underlying assumptions and can be affected by a variety of factors, including external factors, such as industry, geopolitical and economic trends, and internal factors, such as changes in the Company's business strategy, which may re-allocate capital and resources to different or new opportunities which management believes will enhance its overall value but may be to the detriment of an individual reporting unit.

Once an impairment of goodwill or other intangible asset has been recorded, it cannot be reversed. Since the Company's goodwill and other indefinite-lived intangible assets are not amortized, there may be volatility in reported net income or loss because impairment losses, if any, are likely to occur irregularly and in varying amounts. Intangible assets that have a definite life are amortized on a straight-line basis over their estimated useful lives or related service contract. The Company reviews the carrying amount of its amortizing intangible assets for possible impairment whenever events or changes in circumstances indicate that their carrying amount may not be recoverable. If the carrying amount of the amortizing intangible assets exceed their fair value, an impairment loss is recognized.

Revenue and earnings streams within our industry can vary significantly based on various circumstances, which in many cases are outside of the Company's control, and as such are difficult to predict and quantify. We have disclosed several of these circumstances in ["Item 1A. Risk Factors"](#) of this Annual Report on Form 10-K.

Reporting units with goodwill, gaming licenses or trademarks which were identified during our 2023 annual impairment assessment as having less than a substantial passing margin were subject to a sensitivity analysis to determine the potential impairment losses:

			Amount of impairment loss as a result of:	
(dollars in millions)	Carrying Amount	Passing Margin	Discount Rate +100 bps	Terminal Growth Rate -50 bps
Goodwill				
Argosy Casino Riverside	\$161.2	19.0 %	\$—	\$—
Gaming License				
Ameristar East Chicago	\$24.0	— %	\$5.5	\$0.5
Boomtown New Orleans	\$63.3	13.8 %	\$0.3	\$—
Hollywood Casino at Greektown	\$51.0	— %	\$9.0	\$—
Hollywood Casino at PENN National Race Course	\$55.0	— %	\$9.0	\$—
L'Auberge Lake Charles	\$221.3	5.8 %	\$18.3	\$—
Trademark				
Ameristar East Chicago	\$16.0	12.5 %	\$—	\$—
L'Auberge Lake Charles	\$47.5	16.8 %	\$—	\$—
theScore	\$91.2	2.5 %	\$7.2	\$0.2

(dollars in millions)	Carrying Amount	Passing Margin	Amount of impairment loss as a result of:	
			a 10% decrease in forecasted revenues and EBITDA	
Goodwill				
PENN Interactive	\$1,626.2	9.7 %		\$1.3

#### ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

We are exposed to market risk from adverse changes in interest rates with respect to the short-term floating interest rates on borrowings under our Amended Credit Facilities. As of December 31, 2023, the Company's Amended Credit Facilities had a gross outstanding balance of \$1.5 billion, consisting of a \$508.8 million Amended Term Loan A Facility and a \$985.0 million Amended Term Loan B Facility. As of December 31, 2023, we have \$978.3 million of available borrowing capacity under our Amended Revolving Credit Facility.

The table below provides information as of December 31, 2023 about our long-term debt obligations that are sensitive to changes in interest rates, including the notional amounts maturing during the twelve-month period presented and the related weighted-average interest rates by maturity dates.

(dollars in millions)	2024	2025	2026	2027	2028	Thereafter	Total	Fair Value
Fixed rate	\$ —	\$ —	\$ —	\$ 400.0	\$ —	\$ —	\$ 400.0	\$ 388.0
Average interest rate				5.625 %				
Fixed rate	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 400.0	\$ 400.0	\$ 340.0
Average interest rate						4.125 %		
Fixed rate	\$ —	\$ —	\$ 330.5	\$ —	\$ —	\$ —	\$ 330.5	\$ 427.6
Average interest rate			2.750 %					
Variable rate	\$ 37.5	\$ 37.5	\$ 37.5	\$ 436.3	\$ 10.0	\$ 935.0	\$ 1,493.8	\$ 1,483.5
Average interest rate <sup>(1)</sup>	5.639 %	5.679 %	5.709 %	5.633 %	6.076 %	6.076 %		

(1) Estimated rate, reflective of forward SOFR as of December 31, 2023 plus the spread over SOFR applicable to variable-rate borrowing.

#### Foreign Currency Exchange Rate Risk

We are exposed to currency translation risk because the results of our international entities are reported in local currency, which we then translate to U.S. dollars for inclusion in our Consolidated Financial Statements. As a result, changes between the

foreign exchange rates, in particular the Canadian dollar compared to the U.S. dollar, affect the amounts we record for our foreign assets, liabilities, revenues and expenses, and could have a negative effect on our financial results. The results of theScore are reported in Canadian dollars, which we then translate to U.S. dollars for inclusion in our Consolidated Financial Statements. We do not currently enter into hedging arrangements to minimize the impact of foreign currency fluctuations on our operations. For the year ended December 31, 2023, we incurred an unrealized foreign currency translation adjustment gain of \$44.1 million, as compared to unrealized foreign currency translation losses of \$114.2 million and \$54.4 million for the years ended December 31, 2022, and 2021, respectively, as reported in "Foreign currency translation adjustment during the period" within our Consolidated Statements of Comprehensive Income (Loss).

## ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

### REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of  
PENN Entertainment, Inc.

#### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of PENN Entertainment, Inc. and subsidiaries (the "Company") as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income (loss), changes in stockholders' equity, and cash flows, for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 22, 2024, expressed an unqualified opinion on the Company's internal control over financial reporting.

#### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

#### Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

#### ***Goodwill – Refer to Notes 2 and 9 to the financial statements***

##### *Critical Audit Matter Description*

The Company's goodwill is tested annually for impairment, or more frequently if indicators of impairment exist, by comparing the fair value of each reporting unit to their carrying amount. The Company determines the fair value of its reporting units using a combination of income-based and market-based approaches. The key inputs in determining the fair value of its reporting units include projected operating cash flows discounted to reflect the level of risk associated with receiving future cash flows. As of December 31, 2023, the book value of goodwill was \$2,695.1 million of which \$1,663.9 million was allocated to the Interactive reporting unit ("Interactive"). The fair value of the Interactive reporting unit exceeded its carrying value by 9.7% as of the measurement date, therefore, no impairment was recognized.

Auditing the fair value of the Interactive reporting unit involved a high degree of subjectivity in evaluating whether management's estimates and assumptions of projected revenue and operating cash flows and the selection of the discount rate used to derive the fair value were reasonable, including the need to involve our fair value specialists.

*How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to forecasts of revenue and operating cash flows and the determination of the discount rates used by management to estimate the fair value of the reporting unit included the following, among others:

- We tested the effectiveness of controls over determining the fair value, including those over the forecasts of revenue and operating cash flows and the selection of the discount rates.
- We evaluated management's ability to accurately forecast revenues and operating cash flows by comparing actual results to management's historical forecasts.
- We evaluated the reasonableness of management's operating cash flow forecasts by comparing the forecasts to:
  - Historical results
  - Internal communications to management and the Board of Directors; and
  - Forecasted information included in the Company's press release as well as in analyst and industry reports for the Company and certain of its peer companies
- With the assistance of our fair value specialists, we evaluated the reasonableness of the discount rate by:
  - Testing the source information underlying the determination of the discount rate and the mathematical accuracy of the calculations; and
  - Developing a range of independent estimates and comparing those to the discount rate selected by management.

**Lease Amendments – Refer to Notes 2 and 12 to the financial statements**

*Critical Audit Matter Description*

The Company amended the PENN Master Lease between the Company and Gaming and Leisure Properties, Inc. ("GLPI") on February 21, 2023 (the "AR PENN Master Lease") and concurrently entered into a new triple net master lease (the "2023 Master Lease") with GLPI. The Company concluded the AR PENN Master Lease amendment constituted a modification event under Accounting Standards Codification Topic 842, ("ASC 842"). The Company determined that it is not reasonably certain it will exercise any of the renewal options under the AR PENN Master Lease and 2023 Master Lease and therefore determined the lease terms should not extend through the optional three renewal terms of five years each.

The Company performed a lease classification test to apply ASC 842 to the 2023 Master Lease and AR Penn Master Lease modification to determine if the lease will be accounted for as an operating, sales-type lease, or direct financing lease. The lease classification tests and the resulting calculations require subjective judgments, such as determining the likelihood the Company will exercise all renewal options, in order to determine the lease term. A change in this judgment can result in a material difference in the financial statement presentation.

Given the significant judgments made by management to determine the expected lease term, we performed audit procedures to assess the reasonableness of such judgments, which required a high degree of auditor judgment.

*How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to the judgments surrounding the determination of the lease term for the new and modified lease included the following, among others:

- We tested the effectiveness of the controls over management's assessment of the likelihood the Company would exercise all renewal options.
- We evaluated the significant judgments made by management to determine the expected lease term by:

- Obtaining lease agreements to examine material lease provisions considered by management in their analysis;
- Evaluating the Company's historical pattern of lease modifications by examining both confirming and contradictory evidence; and
- Assessing the significance of the leased assets to the Company's operations by examining financial information.

**Barstool Acquisition – Refer to Notes 2 and 6 to the financial statements**

*Critical Audit Matter Description*

The Company completed the acquisition of Barstool Sports, Inc. ("Barstool") on February 17, 2023, by purchasing the remaining 64% of the outstanding shares of Barstool common stock for \$405.5 million ("Barstool Acquisition") and at the closing date of the acquisition, determined the fair value of Barstool to be \$660.0 million, which resulted in a gain of \$83.4 million. The Company allocated the fair value of Barstool to the underlying tangible and identifiable intangible assets acquired and liabilities assumed and any noncontrolling interests assumed based on their estimated fair values, including tradename, with any excess recorded as goodwill.

The fair value determination of the fair value of Barstool and the tradename required management to make significant estimates and assumptions around expected cash flows and projected financial results, including forecasted revenues (collectively the "forecast") and the selection of a discount rate. Changes to these assumptions and estimates could have a significant impact on the value of the tradename and recognition of goodwill. Therefore, auditing the forecast and the selection of the discount rate involved a higher degree of auditor judgement and subjectivity, including the involvement of fair value specialists.

*How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to the forecasts and selection of discount rate used in the determining the fair value of Barstool and the tradename included the following, among others:

- We tested the effectiveness of controls over the valuation of Barstool and the tradename, including management's controls over forecasted revenue growth rates, forecasted cash flows and selection of the discount rate.
- We evaluated the reasonableness of management's forecasts by:
  - Comparing the forecasts to information included in the company's communications to the Board of Directors;
  - Comparing the forecast to historical financial results and industry reports; and
  - Conducting inquiries with management.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the discount rate by:
  - Testing the source information underlying the determination of the discount rate and testing the mathematical accuracy of the calculations; and
  - Developing a range of independent estimates and comparing those to the discount rate selected by management.

**Barstool Disposition and Indemnification Liability – Refer to Notes 6 and 19 to the financial statements**

*Critical Audit Matter Description*

On August 8, 2023, the Company entered into a stock purchase agreement (the "Barstool SPA") and sold 100% of the outstanding shares of Barstool to David Portnoy in exchange for nominal cash consideration (one dollar) and certain non-compete and other restrictive covenants (the "Barstool Disposition"). Under the Barstool SPA, the Company has the right to receive 50% of the gross proceeds received by David Portnoy in any subsequent sale or other monetization event of Barstool and the Company will indemnify Barstool and its subsidiaries and David Portnoy for certain tax matters. As of December 31, 2023, the Company recorded a \$70.0 million indemnification liability associated with this obligation.

Additional audit effort was required to assess whether the Barstool Disposition and indemnification liability were properly accounted for and disclosed in the financial statements. The indemnification liability required management to make significant



estimates and assumptions, including the fair value of the shares of Barstool at the time of the disposition and the probability of potential outcomes. Auditing the fair value of the shares of Barstool and the probability of potential outcomes involved a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value and tax specialists, in evaluating whether management's estimates and assumptions, including the valuation methodology and key inputs in determining the fair value of the shares of Barstool (revenue multiples and revenue forecasts) and the probability of potential outcomes, were reasonable.

*How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to evaluating whether the Barstool Disposition and indemnification liability were accounted for and disclosed properly in the financial statements included the following, among others:

- We tested the effectiveness of controls over the Company's determination of the accounting and disclosure of the Barstool Disposition, including the determination of key inputs in the determination of the indemnification liability.
- We evaluated the form and substance of the transaction by:
  - Examining the terms and provisions included in the Barstool SPA;
  - Conducting inquiries with management and the audit committee and examining board of director meeting minutes to corroborate discussions; and
  - Examining analyses provided to the board of directors to be considered in their approval of the disposition.
- We evaluated the reasonableness of the indemnification liability, including the valuation methodology, key inputs, and potential outcomes by:
  - Comparing the forecasted revenue to actual financial results and industry reports;
  - With the assistance of our tax specialist, evaluating the reasonableness of the probability of potential outcomes by:
    - Assessing the tax position taken, including reviewing opinions provided to the Company from outside tax specialists.
  - With the assistance of our fair value specialists, evaluating the reasonableness of the valuation methodology and revenue multiples by:
    - Testing the source information underlying the determination of the business valuation and testing the mathematical accuracy of the calculations; and
    - Developing a range of independent estimates and comparing those to the revenue multiples selected by management.
  - Evaluating whether the value of Barstool was reasonable in consideration of evidence obtained in other areas of the audit.
- We evaluated whether the financial statement disclosures were consistent with the terms and purpose of the disposition.

/s/ Deloitte & Touche LLP

Philadelphia, Pennsylvania

February 22, 2024

We have served as the Company's auditor since 2017.

**PENN ENTERTAINMENT, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**

<i>(in millions, except share and per share data)</i>	December 31,	
	2023	2022
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 1,071.8	\$ 1,624.0
Accounts receivable, net	319.0	247.0
Prepaid expenses	225.6	106.1
Other current assets	42.6	36.3
Total current assets	1,659.0	2,013.4
Property and equipment, net	3,514.0	4,515.5
Investment in and advances to unconsolidated affiliates	84.9	248.6
Goodwill	2,695.1	2,689.5
Other intangible assets, net	1,618.2	1,738.9
Lease right-of-use assets	6,305.7	6,103.3
Other assets	187.3	192.9
<b>Total assets</b>	<b>\$ 16,064.2</b>	<b>\$ 17,502.1</b>
<b>Liabilities</b>		
Current liabilities		
Accounts payable	\$ 36.6	\$ 40.1
Current maturities of long-term debt	47.6	56.2
Current portion of financing obligations	41.3	63.4
Current portion of lease liabilities	342.6	194.3
Accrued expenses and other current liabilities	1,021.9	804.7
Total current liabilities	1,490.0	1,158.7
Long-term debt, net of current maturities, debt discount, and debt issuance costs	2,718.0	2,721.3
Long-term portion of financing obligations	2,386.1	3,970.7
Long-term portion of lease liabilities	6,006.6	5,903.0
Deferred income taxes	117.6	33.9
Other long-term liabilities	146.3	117.9
Total liabilities	12,864.6	13,905.5
<a href="#">Commitments and contingencies (Note 13)</a>		
<b>Stockholders' equity</b>		
Series B preferred stock (\$ 0.01 par value, 1,000,000 shares authorized, no shares issued and outstanding)	—	—
Series C preferred stock (\$ 0.01 par value, 18,500 shares authorized, no shares issued and outstanding)	—	—
Series D Preferred stock (\$ 0.01 par value, 5,000 shares authorized, 969 shares issued for both periods, and no shares and 581 shares outstanding)	—	19.4
Common stock (\$ 0.01 par value, 400,000,000 shares authorized, 176,719,596 and 172,632,389 shares issued, and 151,552,694 and 152,903,708 shares outstanding)	1.8	1.7
Exchangeable shares (\$ 0.01 par value, 768,441 shares authorized in both periods, 700,393 and 697,539 issued, and 560,267 and 620,019 shares outstanding)	—	—
Treasury stock, at cost, ( 25,166,902 and 19,728,681 shares)	( 779.5)	( 629.5)
Additional paid-in capital	4,436.6	4,220.2
Retained earnings (accumulated deficit)	( 335.5)	154.5
Accumulated other comprehensive loss	( 121.3)	( 168.6)
Total PENN Entertainment, Inc. stockholders' equity	3,202.1	3,597.7
Non-controlling interest	( 2.5)	( 1.1)
Total stockholders' equity	3,199.6	3,596.6
<b>Total liabilities and stockholders' equity</b>	<b>\$ 16,064.2</b>	<b>\$ 17,502.1</b>

See accompanying notes to the Consolidated Financial Statements.



**PENN ENTERTAINMENT, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

<i>(in millions, except per share data)</i>	For the year ended December 31,		
	2023	2022	2021
<b>Revenues</b>			
Gaming	\$ 4,905.8	\$ 5,201.7	\$ 4,945.3
Food, beverage, hotel, and other	1,457.1	1,200.0	959.7
Total revenues	6,362.9	6,401.7	5,905.0
<b>Operating expenses</b>			
Gaming	2,989.4	2,864.4	2,540.7
Food, beverage, hotel, and other	1,011.4	767.2	607.3
General and administrative	1,563.4	1,110.4	1,352.9
Depreciation and amortization	435.1	567.5	344.5
Impairment losses	130.6	118.2	—
Loss on disposal of Barstool	923.2	—	—
Total operating expenses	7,053.1	5,427.7	4,845.4
Operating income (loss)	( 690.2 )	974.0	1,059.6
<b>Other income (expenses)</b>			
Interest expense, net	( 464.7 )	( 758.2 )	( 562.8 )
Interest income	40.3	18.3	1.1
Income from unconsolidated affiliates	25.3	23.7	38.7
Gain on Barstool Acquisition, net	83.4	—	—
Gain on REIT transactions, net	500.8	—	—
Loss on early extinguishment of debt	—	( 10.4 )	—
Other	5.5	( 72.1 )	2.5
Total other income (expenses)	190.6	( 798.7 )	( 520.5 )
<b>Income (loss) before income taxes</b>	( 499.6 )	175.3	539.1
Income tax benefit (expense)	8.2	46.4	( 118.6 )
<b>Net income (loss)</b>	( 491.4 )	221.7	420.5
Less: Net loss attributable to non-controlling interest	1.4	0.4	0.3
<b>Net income (loss) attributable to PENN Entertainment, Inc.</b>	<u>\$ ( 490.0 )</u>	<u>\$ 222.1</u>	<u>\$ 420.8</u>
<b>Earnings (loss) per share</b>			
Basic earnings (loss) per share	\$ ( 3.22 )	\$ 1.37	\$ 2.64
Diluted earnings (loss) per share	\$ ( 3.22 )	\$ 1.29	\$ 2.48
Weighted-average common shares outstanding—basic	152.1	161.2	158.7
Weighted-average common shares outstanding—diluted	152.1	176.6	175.5

See accompanying notes to the Consolidated Financial Statements.

**PENN ENTERTAINMENT, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
<b>Net income (loss)</b>	\$ ( 491.4 )	\$ 221.7	\$ 420.5
Other comprehensive income (loss):			
Unrealized gain on debt securities, net of tax expense of \$ 1.0	3.2	—	—
Foreign currency translation adjustment during the period	44.1	( 114.2 )	( 54.4 )
<b>Other comprehensive income (loss)</b>	<b>47.3</b>	<b>( 114.2 )</b>	<b>( 54.4 )</b>
<b>Total comprehensive income (loss)</b>	<b>( 444.1 )</b>	<b>107.5</b>	<b>366.1</b>
Less: Comprehensive loss attributable to non-controlling interest	1.4	0.4	0.3
<b>Comprehensive income (loss) attributable to PENN Entertainment, Inc.</b>	<b>\$ ( 442.7 )</b>	<b>\$ 107.9</b>	<b>\$ 366.4</b>

See accompanying notes to the Consolidated Financial Statements.

**PENN ENTERTAINMENT, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**

(in millions, except share data)	Preferred Stock		Common Stock						Retained	Accumulated	Total PENN		Total
	Shares	Amount	PENN				Treasury	Additional	Earnings	Other	Stock-	Non-	Stock-
			Entertainment	Exchangeable	Paid-In	(Accumulated		Comprehensive	holders'	Controlling	holders'		
												Shares	Amount
Balance as of January 1, 2021	883	\$ 23.1	155,700,834	\$ 1.6	—	\$ —	\$ (28.4)	\$ 3,167.2	\$ (507.3)	\$ —	\$ 2,656.2	\$ (0.4)	\$ 2,655.8
Share-based compensation arrangements	—	—	1,061,242	—	—	—	—	35.1	—	—	35.1	—	35.1
Share issuance in connection with acquisitions	—	—	12,561,127	0.1	697,539	—	—	1,039.5	—	—	1,039.6	—	1,039.6
Preferred stock issuance	86	8.1	—	—	—	—	—	—	—	—	8.1	—	8.1
Preferred stock conversions	(194 )	(5.4 )	194,200	—	—	—	—	5.4	—	—	—	—	—
Exchangeable shares conversions	—	—	44,480	—	(44,480 )	—	—	—	—	—	—	—	—
Currency translation adjustment	—	—	—	—	—	—	—	—	—	(54.4 )	(54.4 )	—	(54.4 )
Net income (loss)	—	—	—	—	—	—	—	—	420.8	—	420.8	(0.3 )	420.5
Other	—	—	—	—	—	—	—	(7.6 )	—	—	(7.6 )	—	(7.6 )
Balance as of December 31, 2021	775	25.8	169,561,883	1.7	653,059	—	(28.4 )	4,239.6	(86.5 )	(54.4 )	4,097.8	(0.7 )	4,097.1
Share-based compensation arrangements	—	—	607,818	—	—	—	—	58.1	—	—	58.1	—	58.1
Share repurchases	—	—	(17,561,288 )	—	—	—	(601.1 )	—	—	—	(601.1 )	—	(601.1 )
Preferred stock conversions	(194 )	(6.4 )	194,200	—	—	—	—	6.4	—	—	—	—	—
Common stock issuance	—	—	68,055	—	—	—	—	2.2	—	—	2.2	—	2.2
Exchangeable shares conversions	—	—	33,040	—	(33,040 )	—	—	—	—	—	—	—	—
Currency translation adjustment	—	—	—	—	—	—	—	—	—	(114.2 )	(114.2 )	—	(114.2 )
Cumulative-effect adjustment upon adoption of ASU 2020-06	—	—	—	—	—	—	—	(88.2 )	18.9	—	(69.3 )	—	(69.3 )
Net income (loss)	—	—	—	—	—	—	—	—	222.1	—	222.1	(0.4 )	221.7
Other	—	—	—	—	—	—	—	2.1	—	—	2.1	—	2.1
Balance as of December 31, 2022	581	19.4	152,903,708	1.7	620,019	—	(629.5 )	4,220.2	154.5	(168.6 )	3,597.7	(1.1 )	3,596.6
Share-based compensation arrangements	—	—	997,137	—	—	—	—	85.9	—	—	85.9	—	85.9
Share issuance in connection with acquisitions	—	—	2,442,809	—	—	—	—	80.8	—	—	80.8	—	80.8
Share repurchases	—	—	(5,438,221 )	—	—	—	(149.8 )	—	—	—	(149.8 )	—	(149.8 )
Preferred stock conversions	(581 )	(19.4 )	580,600	—	—	—	—	19.4	—	—	—	—	—
Common stock issuance	—	—	4,055	—	—	—	—	0.1	—	—	0.1	—	0.1
Exchangeable share issuance	—	—	—	—	2,854	—	—	—	—	—	—	—	—
Exchangeable shares conversions	—	—	62,606	—	(62,606 )	—	—	—	—	—	—	—	—
Investment Agreement warrants (Note 13)	—	—	—	—	—	—	—	22.8	—	—	22.8	—	22.8
Unrealized gain on debt securities	—	—	—	—	—	—	—	—	—	3.2	3.2	—	3.2
Currency translation adjustment	—	—	—	—	—	—	—	—	—	44.1	44.1	—	44.1
Net loss	—	—	—	—	—	—	—	—	(490.0 )	—	(490.0 )	(1.4 )	(491.4 )
Other	—	—	—	0.1	—	—	(0.2 )	7.4	—	—	7.3	—	7.3
Balance as of December 31, 2023	—	\$ —	151,552,694	\$ 1.8	560,267	\$ —	\$ (779.5 )	\$ 4,436.6	\$ (335.5 )	\$ (121.3 )	\$ 3,202.1	\$ (2.5 )	\$ 3,199.6

See accompanying notes to the Consolidated Financial Statements.





**PENN ENTERTAINMENT, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
<b>Operating activities</b>			
Net income (loss)	\$ ( 491.4 )	\$ 221.7	\$ 420.5
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	435.1	567.5	344.5
Amortization of debt discount and debt issuance costs	8.1	9.0	22.8
Noncash interest expense	36.1	27.6	17.9
Noncash operating lease expense	305.5	87.5	160.8
Gain on acquisition of Sam Houston	—	—	( 29.9 )
Gain on Barstool Acquisition, net	( 83.4 )	—	—
Gain on REIT transactions, net	( 500.8 )	—	—
Loss on disposal of Barstool	923.2	—	—
Holding loss on equity securities	6.4	69.9	24.9
Loss on sale or disposal of property and equipment	0.1	7.9	1.1
Gain on Hurricane Laura	( 13.9 )	( 10.7 )	—
Income from unconsolidated affiliates	( 25.3 )	( 23.7 )	( 38.7 )
Return on investment from unconsolidated affiliates	33.3	33.8	31.8
Deferred income taxes	( 32.7 )	( 150.7 )	( 4.5 )
Stock-based compensation	85.9	58.1	35.1
Investment Agreement warrant expense	12.5	—	—
Impairment losses	130.6	118.2	—
Loss on early extinguishment of debt	—	10.4	—
Changes in operating assets and liabilities, net of businesses acquired			
Accounts receivable	( 74.8 )	( 81.2 )	( 82.3 )
Prepaid expenses and other current assets	( 66.3 )	( 24.1 )	( 32.3 )
Other assets	( 18.2 )	( 2.2 )	( 21.7 )
Accounts payable	( 8.6 )	( 13.4 )	( 30.4 )
Accrued expenses	25.9	17.4	138.4
Income taxes	( 50.2 )	27.3	10.2
Operating lease liabilities	( 305.8 )	( 83.0 )	( 136.5 )
Other current and long-term liabilities	107.4	( 2.2 )	65.2
Other	17.2	13.1	( 0.8 )
Net cash provided by operating activities	455.9	878.2	896.1
<b>Investing activities</b>			
Capital expenditures	( 360.0 )	( 263.4 )	( 244.1 )
Proceeds from sale of property and equipment	0.5	4.9	1.5
Hurricane Laura insurance proceeds	9.0	25.4	—
Sale of Barstool Sports, net of cash	( 50.9 )	—	—
Consideration paid for acquisitions of businesses, net of cash acquired	( 314.6 )	—	( 877.6 )
Consideration paid for remaining interest of Sam Houston	—	—	( 42.0 )
Consideration paid for gaming licenses and other intangible assets	( 21.9 )	( 9.0 )	( 24.2 )
Acquisition of equity securities	—	—	( 26.0 )
Cost method investment proceeds received (consideration paid)	8.0	( 15.0 )	—
Other	( 12.7 )	( 1.5 )	( 9.4 )
Net cash used in investing activities	( 742.6 )	( 258.6 )	( 1,221.8 )

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
<b>Financing activities</b>			
Proceeds from issuance of long-term debt, net of discounts	—	1,545.0	400.0
Repayments on credit facilities	—	( 1,543.2 )	—
Principal payments on long-term debt	( 37.5 )	( 39.3 )	( 64.4 )
Debt and equity issuance costs	—	( 18.2 )	( 7.5 )
Proceeds from other long-term obligations	—	—	72.5
Payments of other long-term obligations	( 18.7 )	( 17.8 )	( 17.0 )
Principal payments on financing obligations	( 39.2 )	( 63.2 )	( 36.0 )
Principal payments on finance leases	( 47.1 )	( 110.5 )	( 8.5 )
Proceeds from exercise of options	5.3	6.9	10.8
Repurchase of common stock	( 149.8 )	( 601.1 )	—
Proceeds from insurance financing	34.4	—	26.6
Payments on insurance financing	—	—	( 26.7 )
Other	( 10.0 )	( 11.6 )	( 9.9 )
Net cash provided by (used in) financing activities	( 262.6 )	( 853.0 )	339.9
Effect of currency rate changes on cash, cash equivalents, and restricted cash	( 0.4 )	( 2.5 )	( 4.5 )
Change in cash, cash equivalents, and restricted cash	( 549.7 )	( 235.9 )	9.7
Cash, cash equivalents and restricted cash at the beginning of the year	1,644.2	1,880.1	1,870.4
Cash, cash equivalents and restricted cash at the end of the year	<u>\$ 1,094.5</u>	<u>\$ 1,644.2</u>	<u>\$ 1,880.1</u>

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
<b>Reconciliation of cash, cash equivalents, and restricted cash:</b>			
Cash and cash equivalents	\$ 1,071.8	\$ 1,624.0	\$ 1,863.9
Restricted cash included in Other current assets	21.5	19.0	15.0
Restricted cash included in Other assets	1.2	1.2	1.2
Total cash, cash equivalents, and restricted cash	<u>\$ 1,094.5</u>	<u>\$ 1,644.2</u>	<u>\$ 1,880.1</u>
<b>Supplemental disclosure:</b>			
Cash paid for interest, net of amounts capitalized	\$ 420.1	\$ 721.7	\$ 514.6
Cash payments related to income taxes, net	\$ 73.9	\$ 72.8	\$ 108.3
<b>Non-cash activities:</b>			
Accrued capital expenditures	\$ 23.5	\$ 21.1	\$ 27.6

See accompanying notes to the Consolidated Financial Statements

**PENN ENTERTAINMENT, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Note 1—Organization and Basis of Presentation**

**Organization:** PENN Entertainment, Inc., together with its subsidiaries (“PENN,” the “Company,” “we,” “our,” or “us”), is North America’s leading provider of integrated entertainment, sports content, and casino gaming experiences. As of December 31, 2023, PENN operated 43 properties in 20 states, online sports betting in 18 jurisdictions and iCasino in five jurisdictions, under a portfolio of well-recognized brands including Hollywood Casino®, L’Auberge®, ESPN BET™, and theScore Bet Sportsbook and Casino®. In August 2023, PENN entered into a transformative, exclusive long-term strategic alliance with ESPN, Inc. and ESPN Enterprises, Inc. (together, “ESPN”) relating to online sports betting within the United States. PENN’s ability to leverage the leading sports media brands in the United States (ESPN) and Canada (theScore) will position us to significantly expand our digital footprint and efficiently grow our customer ecosystem. This highly differentiated strategy, which is focused on organic cross-sell opportunities, is reinforced by our market-leading retail casinos, sports media assets, and technology, including a proprietary state-of-the-art, fully integrated digital sports and iCasino betting platform and an in-house iCasino content studio. PENN’s portfolio is further bolstered by our industry-leading PENN Play™ customer loyalty program, which offers our over 29 million members a unique set of rewards and experiences across business channels.

The majority of the real estate assets (i.e., land and buildings) used in our operations are subject to triple net master leases; the most significant of which are with Gaming and Leisure Properties, Inc. (Nasdaq: GLPI) (“GLPI”), a real estate investment trust (“REIT”), and include the AR PENN Master Lease, 2023 Master Lease, PENN Master Lease (prior to January 1, 2023), and Pinnacle Master Lease (as such terms are defined in [Note 12, “Leases.”](#) and collectively referred to as the “Master Leases”).

**Basis of Presentation:** The Consolidated Financial Statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States (“GAAP”) and with the rules and regulations of the U.S. Securities and Exchange Commission (the “SEC”).

**Note 2—Significant Accounting Policies**

**Principles of Consolidation:** The Consolidated Financial Statements include the accounts of PENN Entertainment, Inc. and its subsidiaries. Investments in and advances to unconsolidated affiliates that do not meet the consolidation criteria of the authoritative guidance for voting interest entities (“VOEs”) or variable interest entities (“VIEs”) are accounted for under the equity method. All intercompany accounts and transactions have been eliminated in consolidation.

**Reclassifications:** Certain reclassifications have been made to conform the prior period presentation.

**Use of Estimates:** The preparation of Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect (i) the reported amounts of assets and liabilities, (ii) the disclosure of contingent assets and liabilities at the date of the Consolidated Financial Statements, and (iii) the reported amounts of revenues and expenses during the reporting period. Estimates used by us include, among other things, the useful lives for depreciable and amortizable assets, the provision for credit losses, income tax provisions, the evaluation of the future realization of deferred tax assets, indemnification liabilities associated with certain tax matters, determining the adequacy of reserves for self-insured liabilities, the liabilities associated with our PENN Play™ program, the initial measurements of financing obligations and lease liabilities associated with our Master Leases, projected cash flows in assessing the recoverability of long-lived assets, asset impairments, goodwill and other intangible assets, projected cash flows in assessing the initial valuation of intangible assets in conjunction with acquisitions, the initial selection of useful lives for depreciable and amortizable assets in conjunction with acquisitions, contingencies, and litigation inclusive of financing arrangements in which the Company receives up-front cash proceeds, and stock-based compensation expense. We applied estimation methods consistently for all periods presented within our Consolidated Financial Statements. Actual results may differ from those estimates.

**Segment Information:** We have five reportable segments: Northeast, South, West, Midwest, and Interactive. Our gaming and racing properties are grouped by geographic location and each is viewed as an operating segment with the exception of our two properties in Jackpot, Nevada, which are viewed as one operating segment. We consider our combined Video Gaming Terminal (“VGT”) operations, by state, to be separate operating segments. Interactive includes all of our online sports betting, online casino/iCasino, and social gaming (collectively referred to as “online gaming”) operations, management of retail sports betting, media, and the operating results of Barstool. We owned 36 % of Barstool common stock prior to the February 17, 2023 Barstool Acquisition (as defined in [Note 6, “Acquisitions and Dispositions”](#)) pursuant to which we acquired the remaining 64 % of Barstool common stock. On August 8, 2023, we entered into a stock purchase agreement with David Portnoy (the “Barstool SPA”), and we sold 100 % of the outstanding shares of Barstool common stock. See [Note 18, “Segment Information”](#) and [Note](#)

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[12, "Leases"](#) for further segment and lease structure information, respectively. For financial reporting purposes, we aggregate our operating segments into the following reportable segments:

	Location	Real Estate Assets Lease or Ownership Structure
<b>Northeast segment</b>		
Ameristar East Chicago	East Chicago, Indiana	Pinnacle Master Lease
Hollywood Casino Bangor	Bangor, Maine	AR PENN Master Lease
Hollywood Casino at Charles Town Races	Charles Town, West Virginia	AR PENN Master Lease
Hollywood Casino Columbus	Columbus, Ohio	2023 Master Lease
Hollywood Casino at Greektown	Detroit, Michigan	Greektown Lease
Hollywood Casino Lawrenceburg	Lawrenceburg, Indiana	AR PENN Master Lease
Hollywood Casino Morgantown	Morgantown, Pennsylvania	Morgantown Lease <sup>(1)</sup>
Hollywood Casino at PENN National Race Course	Grantville, Pennsylvania	AR PENN Master Lease
Hollywood Casino Perryville	Perryville, Maryland	2023 Master Lease
Hollywood Casino at The Meadows	Washington, Pennsylvania	2023 Master Lease
Hollywood Casino Toledo	Toledo, Ohio	2023 Master Lease
Hollywood Casino York	York, Pennsylvania	Operating Lease (not with REIT Landlord)
Hollywood Gaming at Dayton Raceway	Dayton, Ohio	AR PENN Master Lease
Hollywood Gaming at Mahoning Valley Race Course	Youngstown, Ohio	AR PENN Master Lease
Marquee by PENN <sup>(2)</sup>	Pennsylvania	N/A
Plainridge Park Casino	Plainville, Massachusetts	Pinnacle Master Lease
<b>South segment</b>		
1 <sup>st</sup> Jackpot Casino	Tunica, Mississippi	AR PENN Master Lease
Ameristar Vicksburg	Vicksburg, Mississippi	Pinnacle Master Lease
Boomtown Biloxi	Biloxi, Mississippi	AR PENN Master Lease
Boomtown Bossier City	Bossier City, Louisiana	Pinnacle Master Lease
Boomtown New Orleans	New Orleans, Louisiana	Pinnacle Master Lease
Hollywood Casino Gulf Coast	Bay St. Louis, Mississippi	AR PENN Master Lease
Hollywood Casino Tunica	Tunica, Mississippi	AR PENN Master Lease
L'Auberge Baton Rouge	Baton Rouge, Louisiana	Pinnacle Master Lease
L'Auberge Lake Charles	Lake Charles, Louisiana	Pinnacle Master Lease
Margaritaville Resort Casino	Bossier City, Louisiana	Margaritaville Lease
<b>West segment</b>		
Ameristar Black Hawk	Black Hawk, Colorado	Pinnacle Master Lease
Cactus Petes and Horseshu	Jackpot, Nevada	Pinnacle Master Lease
M Resort Spa Casino	Henderson, Nevada	2023 Master Lease
Zia Park Casino	Hobbs, New Mexico	AR PENN Master Lease
<b>Midwest segment</b>		
Ameristar Council Bluffs	Council Bluffs, Iowa	Pinnacle Master Lease
Argosy Casino Alton <sup>(3)</sup>	Alton, Illinois	AR PENN Master Lease
Argosy Casino Riverside	Riverside, Missouri	AR PENN Master Lease
Hollywood Casino Aurora	Aurora, Illinois	2023 Master Lease
Hollywood Casino Joliet	Joliet, Illinois	2023 Master Lease
Hollywood Casino at Kansas Speedway <sup>(4)</sup>	Kansas City, Kansas	Owned - Joint Venture
Hollywood Casino St. Louis	Maryland Heights, Missouri	AR PENN Master Lease
Prairie State Gaming <sup>(2)</sup>	Illinois	N/A
River City Casino	St. Louis, Missouri	Pinnacle Master Lease

(1) Upon termination of the Morgantown Lease, ownership of the constructed building and all tenant improvements will transfer from the Company to GLPI.

(2) VGT route operations.

(3) The riverboat is owned by us and not subject to the AR PENN Master Lease.

(4) Pursuant to a joint venture with NASCAR Holdings LLC ("NASCAR") and includes the Company's 50 % investment in Kansas Entertainment, LLC ("Kansas Entertainment"), which owns Hollywood Casino at Kansas Speedway.



**Cash and Cash Equivalents:** The Company considers all cash balances and highly-liquid investments with original maturities of three months or less at the date of purchase to be cash and cash equivalents.

**Concentration of Credit Risk:** Financial instruments that subject the Company to credit risk consist of cash and cash equivalents and accounts receivable. The Company's policy is to limit the amount of credit exposure to any one financial institution, and place investments with financial institutions evaluated as being creditworthy, or in short-term money market and tax-free bond funds which are exposed to minimal interest rate and credit risk. The Company has bank deposits and overnight repurchase agreements that exceed federally-insured limits.

Concentration of credit risk, with respect to casino receivables, is limited through the Company's credit evaluation process. The Company issues markers to approved casino customers following investigations of creditworthiness. The Company utilizes a forward-looking current expected credit loss model to measure the provision for credit losses.

The Company's receivables as of December 31, 2023 and 2022 primarily consisted of the following:

<i>(in millions)</i>	December 31,	
	2023	2022
Markers and returned checks	\$ 14.3	\$ 13.1
Payment processors, credit card, and other advances to customers	117.2	80.2
Receivables from ATM and cash kiosk transactions	39.3	26.1
Hotel and banquet	4.9	4.7
Racing settlements	10.2	8.0
Online gaming and licensing receivables from third party operators, including taxes	77.4	62.7
Media receivables	16.0	15.0
Other	43.9	45.7
Provision for credit losses	( 4.2 )	( 8.5 )
Accounts receivable, net	\$ 319.0	\$ 247.0

**Property and Equipment:** Property and equipment are stated at cost, less accumulated depreciation. Capital expenditures are accounted for as either project capital (new facilities or expansions) or maintenance (replacement). Project capital expenditures are for fixed asset additions associated with constructing new facilities, or expansions of existing facilities. Maintenance capital expenditures are expenditures to replace existing fixed assets with a useful life greater than one year that are obsolete, worn out or no longer cost-effective to repair. Maintenance and repairs that neither add materially to the value of the asset nor appreciably prolong its useful life are charged to expense as incurred. Gains or losses on the disposal of property and equipment are included in the determination of income.

The estimated useful lives of property and equipment are determined based on the nature of the assets as well as the Company's current operating strategy. Depreciation of property and equipment is recorded using the straight-line method over the shorter of the estimated useful life of the asset or the related lease term, if any, as follows:

	Years
Land improvements	15
Buildings and improvements	5 to 31
Vessels	10 to 31
Furniture, fixtures, and equipment	1 to 31

All costs funded by the Company considered to be an improvement to the real estate assets subject to any of our Triple Net Leases are recorded as leasehold improvements. Leasehold improvements are depreciated over the shorter of the estimated useful life of the improvement or the related lease term.

The Company reviews the carrying amount of its property and equipment for possible impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable based on undiscounted estimated future cash flows expected to result from its use and eventual disposition. The factors considered by the Company in performing this assessment include current operating results, trends and prospects, as well as the effect of obsolescence, demand, competition, and other regulatory and economic factors. For purposes of recognizing and measuring impairment, assets are grouped at the individual property level representing the lowest level for which identifiable cash flows are largely

independent of the cash flows of other assets. In assessing the recoverability of the carrying amount of property and equipment, we must make assumptions regarding future cash flows and other factors. If these estimates or the related assumptions change in the future, we may be required to record an impairment loss for these assets. Such an impairment loss would be recognized as a non-cash component of operating income. See [Note 8, "Property and Equipment."](#)

**Goodwill and Other Intangible Assets:** Goodwill represents the future economic benefits of a business combination measured as the excess of the purchase price over the fair value of net assets acquired and has been allocated to our reporting units. Goodwill is tested for impairment annually on October 1<sup>st</sup> of each year, or more frequently if indicators of impairment exist. For the quantitative goodwill impairment test, an income approach, in which a discounted cash flow ("DCF") model is utilized, and a market-based approach using guideline public company multiples of earnings before interest, taxes, depreciation, and amortization ("EBITDA") from the Company's peer group are utilized in order to estimate the fair market value of the Company's reporting units. In determining the carrying amount of each reporting unit that utilizes real estate assets subject to our Triple Net Leases, if and as applicable, (i) the Company allocates each reporting unit their pro-rata portion of the right-of-use ("ROU") assets, lease liabilities, and/or financing obligations, and (ii) pushes down the carrying amount of the property and equipment subject to such leases. The Company compares the fair value of its reporting units to the carrying amounts. If the carrying amount of the reporting unit exceeds the fair value, an impairment is recorded equal to the amount of the excess (not to exceed the amount of goodwill allocated to the reporting unit).

We consider our gaming licenses, trademarks, and certain other intangible assets to be indefinite-lived based on our future expectations to operate our gaming properties indefinitely as well as our historical experience in renewing these intangible assets at minimal cost with various state commissions. Indefinite-lived intangible assets are tested annually for impairment on October 1<sup>st</sup> of each year, or more frequently if indicators of impairment exist, by comparing the fair value of the recorded assets to their carrying amount. If the carrying amounts of the indefinite-lived intangible assets exceed their fair value, an impairment is recognized. The Company completes its testing of its indefinite-lived intangible assets prior to assessing the realizability of its goodwill.

The Company assesses the fair value of its gaming licenses using the Greenfield Method under the income approach, which estimates the fair value using a DCF model assuming the Company built a casino with similar utility to that of the existing casino. The method assumes a theoretical start-up company going into business without any assets other than the intangible asset being valued. The Company assesses the fair value of its trademarks using the relief-from-royalty method under the income approach. The principle behind this method is that the value of the trademark is equal to the present value of the after-tax royalty savings attributable to the owned trademark.

Other intangible assets that have a definite-life, including gaming technology and media technology, are amortized on a straight-line basis over their estimated useful lives or related service contract. The Company reviews the carrying amount of its amortizing intangible assets for possible impairment whenever events or changes in circumstances indicate that their carrying amount may not be recoverable. Should events and circumstances indicate amortizing intangible assets may not be recoverable, the Company performs a test for recoverability whereby estimated undiscounted cash flows are compared to the carrying values of the assets. Should the estimated undiscounted cash flows exceed the carrying value, no impairments are recorded. If the undiscounted cash flows do not exceed the carrying values, an impairment is recorded based on the fair value of the asset, typically measured using either a discounted cash flow or replacement cost approach.

Once an impairment of goodwill or other intangible asset has been recorded, it cannot be reversed. See [Note 9, "Goodwill and Other Intangible Assets."](#)

**Equity Securities:** The Company's equity securities (including warrants) are measured at fair value each reporting period with unrealized gains and losses included in current period earnings. The Company records realized and unrealized gains and losses in "Other" within our Consolidated Statements of Operations.

**Convertible Debt:** Our Convertible Notes (as defined within [Note 11, "Long-term Debt"](#)) are accounted for in accordance with Accounting Standards Codification ("ASC") 470-20, "Debt with Conversion and Other Options" ("ASC 470-20"). Prior to January 1, 2022, pursuant to ASC 470-20, we accounted for the Convertible Notes using the separate liability (debt) and equity (conversion option) components of the instrument. The equity component was included in "Additional paid-in capital" within our Consolidated Balance Sheets at the issuance date and the value of the equity component was treated as a debt discount. Effective January 1, 2022, we adopted ASU 2020-06, using the modified retrospective approach. As a result, the Convertible Notes are accounted for as a single liability measured at its amortized cost, as no other embedded features require bifurcation. See [Note 11, "Long-term Debt"](#) for additional information.

**Financing Obligations:** In accordance with ASC 842, "Leases" ("ASC 842"), for transactions in which the Company enters into a contract to sell an asset and leases it back from the seller under a sale and leaseback transaction, the Company must

determine whether control of the asset has transferred from the Company. In cases whereby control has not transferred from the Company, we continue to recognize the underlying asset as "Property and equipment, net" within the Consolidated Balance Sheets, which is then depreciated over the shorter of the remaining useful life or lease term. Additionally, a financial liability is recognized and referred to as a financing obligation, in accordance with ASC 470, "Debt" ("ASC 470"). The accounting for financing obligations under ASC 470 is materially consistent with the accounting for finance leases under ASC 842. The Company recognizes interest expense on the minimum lease payments related to a financing obligation under the effective yield method. Contingent payments are recorded to interest expense as incurred. Principal payments associated with financing obligations are presented as financing cash outflows and interest payments associated with financing obligations are presented as operating cash outflows within our Consolidated Statements of Cash Flows. For more information, see [Note 8, "Property and Equipment"](#) and [Note 12, "Leases."](#)

We concluded that certain components contained within the Master Leases and the Morgantown Lease are required to be accounted for as financing obligations on our Consolidated Balance Sheets in accordance with ASC 842, as control of the underlying assets were not considered to have transferred from the Company.

**Operating and Finance Leases:** The Company determines if a contract is or contains a leasing element at contract inception or the date in which a modification of an existing contract occurs. In order for a contract to be considered a lease, the contract must transfer the right to control the use of an identified asset for a period of time in exchange for consideration. Control is determined to have occurred if the lessee has the right to (i) obtain substantially all of the economic benefits from the use of the identified asset throughout the period of use and (ii) direct the use of the identified asset.

In accordance with ASC 842, we elected the following policies: (a) to account for lease and non-lease components as a single component for all classes of underlying assets and (b) to not recognize short-term leases (i.e., leases that are less than 12 months and do not contain purchase options) within the Consolidated Balance Sheets, with the expense related to these short-term leases recorded in total operating expenses within the Consolidated Statements of Operations.

The Company has leasing arrangements that contain both lease and non-lease components. We account for both the lease and non-lease components as a single component for all classes of underlying assets. In determining the present value of lease payments at lease commencement date, the Company utilizes its incremental borrowing rate based on the information available, unless the rate implicit in the lease is readily determinable. The liability for operating and finance leases is based on the present value of future lease payments. Operating lease expenses are primarily recorded as rent expense, which are included within "General and administrative" within the Consolidated Statements of Operations and presented as operating cash outflows within the Consolidated Statements of Cash Flows. Finance lease expenses are recorded as depreciation expense, which is included within "Depreciation and amortization" and "Interest expense, net" within the Consolidated Statements of Operations over the lease term. Principal payments associated with finance leases are presented as financing cash outflows and interest payments associated with finance leases are presented as operating cash outflows within our Consolidated Statements of Cash Flows.

ROU assets are monitored for potential impairment similar to the Company's property and equipment, using the impairment model in ASC 360, "Property, Plant and Equipment". If the Company determines the carrying amount of a ROU asset is not recoverable, it would recognize an impairment charge equivalent to the amount required to reduce the carrying value of the asset to its estimated fair value.

**Debt Discount and Debt Issuance Costs:** Debt issuance costs that are incurred by the Company in connection with the issuance of debt are deferred and amortized to interest expense using the effective interest method over the contractual term of the underlying indebtedness. These costs are classified as a direct reduction of long-term debt within the Company's Consolidated Balance Sheets.

**Self-Insurance Reserves:** The Company is self-insured for employee health coverage, general liability and workers' compensation up to certain stop-loss amounts (for general liability and workers' compensation). We use a reserve method for each reported claim plus an allowance for claims incurred but not yet reported to a fully-developed claims reserve method based on an actuarial computation of ultimate liability. Self-insurance reserves are included in "Accrued expenses and other current liabilities" within the Company's Consolidated Balance Sheets.

**Contingent Purchase Price:** The consideration for the Company's acquisitions may include future payments that are contingent upon the occurrence of a particular event. We record an obligation for such contingent payments at fair value as of the acquisition date. We revalue our contingent purchase price obligations each reporting period. Changes in the fair value of the contingent purchase price obligation can result from changes to one or multiple inputs, including adjustments to the discount rate and changes in the assumed probabilities of successful achievement of certain financial targets. The changes in the fair value of contingent purchase price are recognized within our Consolidated Statements of Operations as a component of "General and administrative" expense.



**Income Taxes:** Under ASC 740, "Income Taxes" ("ASC 740"), deferred tax assets and liabilities are determined based on the differences between the financial statement carrying amounts and the tax bases of existing assets and liabilities and are measured at the prevailing enacted tax rates that will be in effect when these differences are settled or realized. ASC 740 also requires that deferred tax assets be reduced by a valuation allowance if it is more-likely-than-not (a greater than 50% probability) that some portion or all of the deferred tax assets will not be realized.

The realizability of the net deferred tax assets is evaluated quarterly by assessing the valuation allowance and by adjusting the amount of the allowance, if necessary. The Company considers all available positive and negative evidence including projected future taxable income and available tax planning strategies that could be implemented to realize the net deferred tax assets. The evaluation of both positive and negative evidence is a requirement pursuant to ASC 740 in determining more-likely-than-not the net deferred tax assets will be realized. In the event the Company determines that the deferred tax assets would be realized in the future in excess of their net recorded amount, an adjustment to the valuation allowance would be recorded, which would reduce the provision for income taxes.

ASC 740 also creates a single model to address uncertainty in tax positions and clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements by prescribing the minimum recognition threshold a tax position is required to meet before being recognized in an enterprise's financial statements. It also provides guidance on derecognition, measurement, classification, interest and penalties, accounting in interim periods, disclosure, and transition. See [Note 14, "Income Taxes."](#)

**Revenue Recognition:** Our revenue from contracts with customers consists primarily of gaming wagers, inclusive of sports betting and iCasino products, food and beverage transactions, hotel room sales, retail transactions, racing wagers, and third-party revenue sharing agreements. See [Note 5, "Revenue Disaggregation"](#) for information on our revenue by type and geographic location.

The transaction price for a gaming wagering contract is the difference between gaming wins and losses, not the total amount wagered. The transaction price for food and beverage, hotel, and retail contracts is the net amount collected from the customer for such goods and services. Sales tax and other taxes collected on behalf of governmental authorities are accounted for on the net basis and are not included in revenues or expenses. The transaction price for our racing operations, inclusive of live racing events conducted at our racing facilities and our import and export arrangements, is the commission received from the pari-mutuel pool less contractual fees and obligations primarily consisting of purse funding requirements, simulcasting fees, tote fees and certain pari-mutuel taxes that are directly related to the racing operations. The transaction price for our management service contracts is the amount collected for services rendered in accordance with the contractual terms.

Gaming revenue contracts involve two performance obligations for those customers earning points under our PENN Play™ program and a single performance obligation for customers that do not participate in the PENN Play™ program. The Company applies a practical expedient by accounting for its gaming contracts on a portfolio basis as opposed to an individual wagering contract. For purposes of allocating the transaction price in a gaming contract between the wagering performance obligation and the obligation associated with the loyalty points earned, we allocate an amount to the loyalty point contract liability based on the standalone selling price ("SSP") of the points earned, which is determined by the value of a point that can be redeemed for slot play and complimentary services such as, food and beverage at our restaurants, lodging at our hotels and products offered at our PENN Play™ mall and retail stores, less estimated breakage. The allocated revenue for gaming wagers is recognized when the wagering occurs as all such wagers settle immediately. The liability associated with the loyalty points is deferred and recognized as revenue when the customer redeems the loyalty points for slot play and complimentary services and such goods and services are delivered to the customer.

Food and beverage, hotel, and retail services have been determined to be separate, standalone performance obligations and the transaction price for such contracts is recorded as revenue as the good or service is transferred to the customer over their stay at the hotel or when the delivery is made for the food and beverage or retail product. Cancellation fees for hotel and meeting space services are recognized upon cancellation by the customer and are included in food, beverage, hotel, and other revenue within our Consolidated Statements of Operations.

Racing revenue contracts, inclusive of our (i) host racing facilities, (ii) import arrangements that permit us to simulcast in live racing events occurring at other racetracks, and (iii) export arrangements that permit our live racing events to be simulcast at other racetracks, provide access to and the processing of wagers into the pari-mutuel pool. The Company has concluded it is not the controlling entity to the arrangement, but rather functions as an agent to the pari-mutuel pool. Commissions earned from the pari-mutuel pool less contractual fees and obligations are recognized on a net basis, which is included within food, beverage, hotel, and other revenues within our Consolidated Statements of Operations.

Management services have been determined to be separate, standalone performance obligations and the transaction price for such contracts are recorded as services are performed. The Company records revenues on a monthly basis calculated by applying the contractual rate called for in the contracts.

In addition to sports betting and iCasino revenues, PENN Interactive generates in-app purchase and advertising revenues from free-to-play social casino games, which can be downloaded to mobile phones and tablets from digital storefronts. Players can purchase virtual playing credits within our social casino games, which allows for increased playing opportunities and functionality. PENN Interactive records deferred revenue from the sale of virtual playing credits and recognizes this revenue over the average redemption period of the credits, which is generally one day. Advertising revenues are recognized in the period when the advertising impression, click, or install delivery occurs.

PENN Interactive also enters into multi-year agreements with sports betting operators for online sports betting and iCasino market access ("Skins") across our portfolio, of which the Company generally receives upfront (i) cash or (ii) cash and equity securities. Additionally, in consideration for the use of each Skin, the Company receives a monthly revenue share amount of the revenues earned by the operators less contractual fees and obligations primarily consisting of taxes, promotional credits, data fees and player costs.

The market access provided to operators by jurisdiction and by activity represent separate performance obligations. The transaction price includes fixed fees for access to certain geographic markets and variable consideration in the form of a monthly revenue share, annual minimum guarantee amounts, and reimbursements for out-of-pocket expenses including jurisdictional gaming taxes. The upfront and fixed access fees relate solely to distinct markets and are allocated to the performance obligations specific to those markets. Market access fees are recognized as revenue over the term of the related market access agreement which commences upon the online launch of the activity by the third-party operator. Monthly revenue share and annual minimum guarantee variable consideration relate directly to the Company's efforts to satisfy each individual performance obligation and, as such, is allocated to each performance obligation. Revenues from monthly revenue shares are recognized in the period in which the revenue was earned by our third-party operators. Minimum guarantee revenue is deferred at the end of the period in which it relates and subsequently recognized as revenue over the remaining term of the market access agreement. The Company also recognizes revenue for reimbursements of certain out-of-pocket expenses, including license fees and jurisdictional gaming taxes. The Company has elected the "right to invoice" practical expedient and recognizes revenue upon incurring reimbursable costs, as appropriate.

#### *Complimentaries Associated with Gaming Contracts*

Food, beverage, hotel, and other services furnished to patrons for free as an inducement to gamble at our retail properties or through the redemption of our customers' loyalty points are recorded as "Food, beverage, hotel, and other" revenues at their estimated standalone selling prices, with an offset recorded as a reduction to "Gaming" revenues. The cost of providing complimentary goods and services to patrons as an inducement to gamble as well as for the fulfillment of our loyalty point obligation is included in "Food, beverage, hotel, and other" expenses. Revenues recorded to "Food, beverage, hotel, and other" and offset to "Gaming" revenues were as follows:

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
Food and beverage	\$ 215.5	\$ 209.5	\$ 173.7
Hotel	139.0	138.3	125.4
Other	12.4	12.3	10.2
Total complimentaries associated with gaming contracts	<u>\$ 366.9</u>	<u>\$ 360.1</u>	<u>\$ 309.3</u>

Additionally, the Company provides discretionary complimentaries in the form of online casino gaming slots and table games and online sports betting free play bonuses. Free play bonuses provided to patrons indirectly contribute to the gaming revenue earned by the Company and are recorded as a reduction of "Gaming" revenues.

#### *Customer-related Liabilities*

The Company has three general types of liabilities related to contracts with customers: (i) the obligation associated with its PENN Play <sup>TM</sup> program (loyalty points and tier status benefits), (ii) advance payments on goods and services yet to be provided and for unpaid wagers, and (iii) deferred revenue associated with third-party online sports betting and/or iCasino for online sports betting and iCasino market access.

Our PENN Play™ program connects the Company's brands under one loyalty program and allows members to earn loyalty points, or "PENN Cash," redeemable for slot play and complementaries, such as food and beverage at our restaurants, lodging at our hotels, the PENN Play™ redemption marketplace that features popular retailers, and products offered at our retail stores across the vast majority of our properties. In addition, members of the PENN Play™ program earn credit toward tier status, which entitles them to receive certain other benefits, such as priority access, discounts, gifts, trips to PENN destinations, partner experiences, and PENN Cash. The obligation associated with our PENN Play™ program, which is included in "Accrued expenses and other current liabilities" within our Consolidated Balance Sheets, was \$ 33.1 million and \$ 39.3 million as of December 31, 2023 and 2022, respectively, and consisted principally of the obligation associated with the loyalty points. Our loyalty point obligations are generally settled within six months of issuance. Changes between the opening and closing balances primarily relate to the timing of our customers' election to redeem loyalty points as well as the timing of when our customers receive their earned tier status benefits.

The Company's advance payments on goods and services yet to be provided and for unpaid wagers primarily consist of the following: (i) deposits on rooms and convention space, (ii) money deposited on behalf of a customer in advance of their property visit (referred to as "safekeeping" or "front money"), (iii) money deposited in an online wallet not yet wagered or wagered and not yet withdrawn, (iv) outstanding tickets generated by slot machine play, sports betting, or pari-mutuel wagering, (v) outstanding chip liabilities, (vi) unclaimed jackpots, and (vii) gift cards redeemable at our properties. Unpaid wagers generally represent obligations stemming from prior wagering events, of which revenue was previously recognized. The Company's advance payments on goods and services yet to be provided and for unpaid wagers were \$ 192.6 million and \$ 125.8 million as of December 31, 2023 and 2022, respectively, and are included in "Accrued expenses and other current liabilities" within our Consolidated Balance Sheets.

The Company's deferred revenue is primarily related to PENN Interactive, our wholly-owned interactive division, which enters into multi-year agreements with third party online sports betting and/or iCasino operators for online sports betting and iCasino market access across our portfolio of properties. We recognized \$ 21.6 million, \$ 10.7 million, and \$ 8.2 million of previously deferred revenue during the years ended December 31, 2023, 2022, and 2021 respectively. Deferred revenue primarily associated with third-party online sports betting and/or iCasino operators for online sports betting and iCasino market access, which is included in "Other long-term liabilities" within our Consolidated Balance Sheets was \$ 39.0 million and \$ 46.5 million as of December 31, 2023 and 2022, respectively.

**Advertising:** The Company expenses advertising costs the first time the advertising takes place or as incurred. Advertising expenses, which generally relate to media placement costs and are primarily included in "Gaming" expenses within the Consolidated Statements of Operations, were \$ 173.3 million, \$ 94.8 million, and \$ 88.2 million, for the years ended December 31, 2023, 2022, and 2021, respectively.

**Gaming and Pari-mutuel Taxes:** We are subject to gaming and pari-mutuel taxes based on gross gaming revenue and pari-mutuel revenue in the jurisdictions in which we operate, as well as taxes on revenues derived from arrangements which allow for third-party online sports betting and/or iCasino partners to operate online sportsbooks and iCasinos under our gaming licenses. The Company primarily recognizes gaming and pari-mutuel tax expense based on the statutorily required percentage of revenue that is required to be paid to state, provincial and/or local jurisdictions in the states and provinces where or in which the wagering occurs. Also, included in gaming and pari-mutuel taxes are costs to support the operations of local regulatory authorities which some jurisdictions require us to pay. Gaming and pari-mutuel taxes are recorded in "Gaming" expenses or "Food, beverage, hotel, and other" expenses within the Consolidated Statements of Operations, and were \$ 2.3 billion, \$ 2.2 billion, and \$ 2.0 billion for the years ended December 31, 2023, 2022, and 2021, respectively.

**Foreign Currency Translation:** The functional currency of the Company's foreign subsidiaries is the local currency in which the subsidiary operates. Balance sheet accounts are translated at the exchange rate in effect at each balance sheet date. Translation adjustments resulting from this process are recorded to other comprehensive income (loss). Revenues and expenses are translated at the average exchange rates during the year. Gains or losses resulting from foreign currency transactions are included in "Other" within our Consolidated Statements of Operations.

**Comprehensive Income (Loss) and Accumulated Other Comprehensive Loss:** Comprehensive income (loss) includes net income (loss) and all other non-stockholder changes in equity, or other comprehensive income (loss). The balance of accumulated other comprehensive loss consists of foreign currency translation adjustments and unrealized gains or losses on debt securities.

**Stock-Based Compensation:** The cost of employee services received in exchange for an award of equity instruments is based on the grant-date fair value of the award and the expense is recognized ratably over the requisite service period. The Company accounts for forfeitures in the period in which they occur based on actual amounts. The fair value of stock options is estimated at the grant date using the Black-Scholes option-pricing model, which requires us to make assumptions, including the

expected term, which is based on the contractual term of the stock option and historical exercise data of the Company's employees; the risk-free interest rate, which is based on the U.S. Treasury spot rate with a term equal to the expected term assumed at the grant date; the expected volatility, which is estimated based on the historical volatility of the Company's stock price over the expected term assumed at the grant date; and the expected dividend yield, which is zero since we have not historically paid dividends. See [Note 16, "Stock-based Compensation."](#)

**Earnings (Loss) Per Share:** Basic earnings (loss) per share ("EPS") is computed by dividing net income or loss applicable to common stock by the weighted-average number of common shares outstanding during the period. Diluted EPS reflects the additional dilution, if any, for all potentially-dilutive securities such as warrants, stock options, unvested restricted stock awards ("RSAs") and restricted stock units ("RSUs") (collectively with RSAs, "restricted stock"), outstanding convertible preferred stock, and convertible debt.

Holders of the Company's Series D Preferred Stock (as defined in [Note 7, "Investments in and Advances to Unconsolidated Affiliates"](#)) were entitled to participate equally and ratably in all dividends and distributions paid to holders of PENN common stock irrespective of any vesting requirement. Accordingly, the Series D Preferred Stock shares were considered a participating security, and the Company was required to apply the two-class method to consider the impact of the preferred shares on the calculation of basic and diluted EPS. The previous holders of the Company's Series D Preferred Stock were not obligated to absorb losses; therefore, in reporting periods where the Company was in a net loss position, it did not apply the two-class method. In reporting periods where the Company was in a net income position, the two-class method was applied by allocating all earnings during the period to common shares and preferred shares. See [Note 17, "Earnings \(Loss\) per Share"](#) for more information. As discussed in [Note 15, "Stockholders' Equity,"](#) all remaining outstanding shares of Series D Preferred Stock became eligible for the conversion and were converted to common stock during the third quarter of 2023. There are no outstanding shares of Series D Preferred Stock as of December 31, 2023.

**Guarantees and Indemnifications:** The Company accounts for indemnity obligations in accordance with the ASC 460-20, "Contingencies" and records a liability at fair value. Pursuant to the Barstool SPA, as described in [Note 6, "Acquisitions and Dispositions,"](#) the Company agreed to indemnify Barstool and its subsidiaries and David Portnoy for certain tax matters. The indemnity provisions generally provide for the Company's control of defense and settlement of claims, as well as certain other costs associated with potential tax matters related to Barstool and its subsidiaries and David Portnoy. The Company has not previously incurred costs to settle claims under this indemnification obligation, nor did we have a liability associated with this obligation as of December 31, 2022. As of December 31, 2023, the Company recorded \$ 70.0 million in liabilities associated with this obligation. See [Note 6, "Acquisitions and Dispositions"](#) for more information.

**Application of Business Combination Accounting:** We utilize the acquisition method of accounting in accordance with ASC 805, "Business Combinations," which requires us to allocate the purchase price to tangible and identifiable intangible assets based on their fair values. The excess of the purchase price over the fair value ascribed to tangible and identifiable intangible assets is recorded as goodwill. If the fair value ascribed to tangible and identifiable intangible assets changes during the measurement period (due to additional information being available and related Company analysis), the measurement period adjustment is recognized in the reporting period in which the adjustment amount is determined and offset against goodwill. The measurement period for our acquisitions is no more than one year in duration. See [Note 6, "Acquisitions and Dispositions."](#)

**Voting Interest Entities and Variable Interest Entities:** The Company consolidates all subsidiaries or other entities in which it has a controlling financial interest. The consolidation guidance requires an analysis to determine if an entity should be evaluated for consolidation using the VOE model or the VIE model. Under the VOE model, controlling financial interest is generally defined as a majority ownership of voting rights. Under the VIE model, controlling financial interest is defined as (i) the power to direct activities that most significantly impact the economic performance of the entity and (ii) the obligation to absorb losses of, or the right to receive benefits from, the entity that could potentially be significant to the entity. For those entities that qualify as a VIE, the primary beneficiary is generally defined as the party who has a controlling financial interest in the VIE. The Company consolidates the financial position and results of operations of every VOE in which it has a controlling financial interest and VIEs in which it is considered to be the primary beneficiary. See [Note 7, "Investments in and Advances to Unconsolidated Affiliates."](#)

### **Note 3—New Accounting Pronouncements**

In June 2022, the Financial Accounting Standard Board (the "FASB") issued ASU 2022-03, "Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions" ("ASU 2022-03"). ASU 2022-03 clarifies the guidance on the fair value measurement of an equity security that is subject to a contractual sale restriction and requires specific disclosures related to such an equity security. Specifically, ASU 2022-03 clarifies that a "contractual sale restriction prohibiting the sale of an equity security is a characteristic of the reporting entity holding the equity security" and is not included in the equity security's unit of account. Accordingly, the Company is no longer permitted to apply a discount

related to the contractual sale restriction, or lack of marketability, when measuring the equity security's fair value. In addition, ASU 2022-03 prohibits an entity from recognizing a contractual sale restriction as a separate unit of account. ASU 2022-03 will be effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. Early adoption is permitted. Although we are still finalizing our assessment of the impact of the adoption of ASU 2022-03, which is effective January 1, 2024, we currently do not expect it to have a material impact on our Consolidated Financial Statements.

In March 2023, the FASB issued ASU 2023-02, "Investments—Equity Method and Joint Ventures (Topic 323): Accounting for Investments in Tax Credit Structures Using the Proportional Amortization Method (a consensus of the Emerging Issues Task Force)" ("ASU 2023-02"). ASU 2023-02 introduced the option to apply the proportional amortization method to account for investments made primarily for the purpose of receiving income tax credits and other income tax benefits when certain requirements are met. In addition, ASU 2023-02 limited the proportional amortization method to investments in low-income-housing tax credit structures. ASU 2023-02 will be effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. Although we are still finalizing our assessment of the impact of the adoption of ASU 2023-02, which is effective January 1, 2024, we currently do not expect it to have a material impact on our Consolidated Financial Statements.

In November 2023, the FASB issued ASU 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures" ("ASU 2023-07"). ASU 2023-07 updates the requirements for a public entity to disclose its significant segment expense categories and amounts for each reportable segment. A significant segment expense is considered an expense that is; significant to the segment, regularly provided to or easily computed from information regularly provided to the chief operating decision maker, and included in the reported measure of segment profit or loss. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early Adoption is permitted. The Company is currently evaluating the impact of the adoption of ASU 2023-07 and expect that any impact would be limited to additional disclosures in the notes to the Consolidated Financial Statements.

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures" ("ASU 2023-09"). ASU 2023-09 updates the requirements for a public entity to enhance income tax disclosures to provide a better assessment on how an entity's operations, related tax risks, tax planning, and operational opportunities affect its tax rate and prospects for future cash flows. ASU 2023-09 is effective for fiscal years beginning after December 15, 2024. Early adoption is permitted. The primary purpose of the new ASU 2023-09 is to enhance the transparency of income tax disclosures and we expect that any impact would be limited to additional disclosures in the notes to the Consolidated Financial Statements.

#### **Note 4—Hurricane Laura**

On August 27, 2020, Hurricane Laura made landfall in Lake Charles, Louisiana, which caused significant damage to our L'Auberge Lake Charles property, which closed for approximately two weeks. The Company maintains insurance, subject to certain deductibles and coinsurance, that covers business interruption, including lost profits, and covers the repair or replacement of assets that suffered losses.

The Company recorded a receivable relating to our estimate of repairs and maintenance costs which have been incurred and property and equipment which have been written off, and for which we deem the recovery of such costs and property and equipment from our insurers to be probable. The insurance recovery receivable was included in "Accounts Receivable, net" within the Consolidated Balance Sheets. As we deemed it probable that the proceeds to be recovered from our insurers would exceed the total of our insurance recovery recorded and our insurers' deductible and coinsurance, we did not record any loss associated with the impact of this natural disaster. Timing differences exist between the recognition of (i) impairment losses and capital expenditures made to repair or restore the assets and (ii) the receipt of insurance proceeds within the Consolidated Financial Statements.

During the years ended December 31, 2023 and 2022, we received \$ 13.9 million and \$ 39.4 million of insurance claim proceeds related to property damage, respectively, which resulted in a gain of \$ 13.9 million and \$ 10.7 million, respectively. The property damage proceeds are included in "Other" expenses within the Consolidated Statements of Operations.

Additionally, during the year ended December 31, 2023, we received final proceeds of \$ 19.6 million related to business interruption insurance, which are included in "General and administrative" expenses within the Consolidated Statements of Operations.

The following table summarizes the financial impact of Hurricane Laura related matters:

<i>(in millions)</i>	Life to date through December 31,	
	2023	2022
Insurance proceeds related to property damage received through the end of the period	\$ 100.8	\$ 86.9
Insurance proceeds related to business interruption received through the end of the period	\$ 19.6	\$ —
Deductible	\$ 15.0	\$ 15.0
Coinsurance	\$ 2.5	\$ 2.5
Clean-up, restoration, and other costs	\$ 52.8	\$ 52.8
Fixed asset write-off	\$ 23.2	\$ 23.2
Inventory write-off	\$ 0.2	\$ 0.2

#### Note 5—Revenue Disaggregation

Our revenues are generated principally by providing the following types of services: (i) gaming, inclusive of retail sports betting, iCasino, and online sports betting; (ii) food and beverage; (iii) hotel; and (iv) other. Other revenues are principally comprised of PENN Interactive's revenue from third-party online sports betting and/or iCasino operators and the related gross-up for taxes, racing operations, advertising, retail, and commissions received on ATM transactions. Our revenue is disaggregated by type of revenue and geographic location of the related properties, which is consistent with our reportable segments, as follows:

For the year ended December 31, 2023								
<i>(in millions)</i>	Northeast	South	West	Midwest	Interactive <sup>(1)</sup>	Other	Intersegment Eliminations <sup>(2)</sup>	Total
<b>Revenues:</b>								
Gaming	\$ 2,451.4	\$ 950.3	\$ 376.5	\$ 1,046.5	\$ 81.1	\$ —	\$ —	\$ 4,905.8
Food and beverage	144.0	132.1	71.8	59.9	—	3.1	—	410.9
Hotel	55.3	93.7	61.0	37.3	—	—	—	247.3
Other	87.7	40.3	19.2	28.9	637.7	17.1	( 32.0 )	798.9
Total revenues	<u>\$ 2,738.4</u>	<u>\$ 1,216.4</u>	<u>\$ 528.5</u>	<u>\$ 1,172.6</u>	<u>\$ 718.8</u>	<u>\$ 20.2</u>	<u>\$ ( 32.0 )</u>	<u>\$ 6,362.9</u>
For the year ended December 31, 2022								
<i>(in millions)</i>	Northeast	South	West	Midwest	Interactive <sup>(1)</sup>	Other	Intersegment Eliminations <sup>(2)</sup>	Total
<b>Revenues:</b>								
Gaming	\$ 2,434.0	\$ 1,050.7	\$ 387.6	\$ 1,045.9	\$ 283.5	\$ —	\$ —	\$ 5,201.7
Food and beverage	132.4	126.8	80.3	53.7	—	3.5	—	396.7
Hotel	43.4	96.3	89.0	33.3	—	—	—	262.0
Other	86.1	40.4	25.0	26.7	379.6	17.8	( 34.3 )	541.3
Total revenues	<u>\$ 2,695.9</u>	<u>\$ 1,314.2</u>	<u>\$ 581.9</u>	<u>\$ 1,159.6</u>	<u>\$ 663.1</u>	<u>\$ 21.3</u>	<u>\$ ( 34.3 )</u>	<u>\$ 6,401.7</u>
For the year ended December 31, 2021								
<i>(in millions)</i>	Northeast	South	West	Midwest	Interactive <sup>(1)</sup>	Other	Intersegment Eliminations <sup>(2)</sup>	Total
<b>Revenues:</b>								
Gaming	\$ 2,344.2	\$ 1,080.4	\$ 352.7	\$ 1,009.6	\$ 158.4	\$ —	\$ —	\$ 4,945.3
Food and beverage	103.3	110.6	69.0	39.4	—	1.0	—	323.3
Hotel	28.1	93.3	80.1	29.6	—	—	—	231.1
Other	76.8	37.9	19.6	24.1	274.5	9.6	( 37.2 )	405.3
Total revenues	<u>\$ 2,552.4</u>	<u>\$ 1,322.2</u>	<u>\$ 521.4</u>	<u>\$ 1,102.7</u>	<u>\$ 432.9</u>	<u>\$ 10.6</u>	<u>\$ ( 37.2 )</u>	<u>\$ 5,905.0</u>

(1) Other revenues within the Interactive segment are inclusive of gaming tax reimbursement amounts related to third-party online sports betting and/or iCasino partners for online sports betting and iCasino market access of \$ 390.4 million, \$ 251.6 million, and \$ 180.2 million for the years ended December 31, 2023, 2022, and 2021, respectively. Additionally, the year ended December 31, 2023 included \$ 105.8 million in advertising revenue and \$ 29.8 million in retail revenue due to the inclusion of Barstool operating results prior to the disposition on August 8, 2023.

(2) Primarily represents the elimination of intersegment revenues associated with our retail sportsbooks, which are operated by PENN Interactive.





**Note 6—Acquisitions and Dispositions*****HitPoint Inc. and LuckyPoint Inc.***

On May 11, 2021, we acquired 100 % of the outstanding equity of HitPoint Inc. and Lucky Point Inc. (collectively, "Hitpoint"). The purchase price totaled \$ 12.7 million, consisting of \$ 6.2 million in cash, \$ 3.5 million of the Company's common stock, and a \$ 3.0 million contingent liability. The contingent liability is payable in annual installments over three years, through a combination of cash and the Company's common stock, and is based on achievement of certain performance factors. The purchase price allocation resulted in a recognition of \$ 8.8 million of goodwill, \$ 4.0 million in developed technology which is included in "Other intangible assets, net" within the Consolidated Balance Sheets, along with other miscellaneous operating assets and liabilities. The developed technology is an amortizing intangible asset with an assigned useful life of five years, and was valued using the multi-period excess earnings method, a variation of the income approach, which is supported by observable market data for peer companies.

***Hollywood Casino Perryville***

On July 1, 2021, we completed the acquisition of the operations of Hollywood Casino Perryville ("Perryville"), from GLPI for a purchase price of \$ 39.4 million, including working capital adjustments. The purchase price allocation resulted in the recognition of a \$ 12.7 million gaming license asset and a \$ 1.0 million customer relationship asset, both of which are included in "Other intangible assets, net" within our Consolidated Balance Sheets, \$ 9.2 million of goodwill, \$ 8.2 million of tangible long-term assets, comprised primarily of property and equipment, and \$ 8.3 million of various operating assets and liabilities. Simultaneous with the closing, we entered into a lease with GLPI for the real estate assets associated with Perryville for initial annual rent of \$ 7.8 million per year subject to escalation.

The gaming license is an indefinite-lived intangible asset, and the customer relationships is an amortizing intangible asset with a useful life of two years. The Company valued (i) the gaming license using the Greenfield Method, a form of the income approach; (ii) the customer relationships using the "with-and-without" method, a form of the income approach, and (iii) the property and equipment and other various operating assets and liabilities primarily utilizing the cost approach. All valuation methods of the income approach are supported by observable market data for peer casino operator companies.

For the period beginning July 1, 2021 through December 31, 2021 Perryville's revenue and net income included in the Consolidated Statements of Operations were \$ 46.9 million and \$ 2.5 million, respectively.

***Sam Houston Race Park and Valley Race Park***

On August 1, 2021, we completed the acquisition of the remaining 50 % ownership interest in the Sam Houston Race Park in Houston, Texas, the Valley Race Park in Harlingen, Texas, and a license to operate a racetrack in Austin, Texas (collectively, "Sam Houston"), from PM Texas Holdings, LLC for a purchase price of \$ 57.8 million, comprised of \$ 42.0 million in cash and \$ 15.8 million of the Company's common stock, which was allocated to property and equipment. In conjunction with the acquisition, we recorded a gain of \$ 29.9 million on our equity method investment, which is included in "Other" within our Consolidated Statements of Operations. The property and equipment assets were valued using a combination of the market and cost approaches.

***Score Media and Gaming Inc.***

On October 19, 2021, we acquired 100 % of Score Media and Gaming, Inc. ("theScore") for a purchase price of approximately \$ 2.1 billion. The acquisition provided us with the technology, resources and audience reach to accelerate our media and sports betting strategy across North America. Under the terms of the agreement, 1317774 B.C. Ltd. (the "Purchaser"), an indirectly wholly owned subsidiary of PENN, acquired each of the issued and outstanding theScore shares (other than those held by PENN and its subsidiaries) for US\$ 17.00 per share in cash consideration, totaling \$ 922.8 million, and either 0.2398 of a share of common stock, par value \$ 0.01 of PENN common stock or, if validly elected, 0.2398 of an exchangeable share in the capital of the Purchaser (each whole share, an "Exchangeable Share"), totaling 12,319,340 shares of PENN common stock and 697,539 Exchangeable Shares for approximately \$ 1.0 billion. Each Exchangeable Share will be exchangeable into one share of PENN common stock at the option of the holder, subject to certain adjustments. In addition, Purchaser may redeem all outstanding Exchangeable Shares in exchange for shares of PENN common stock at any time following the fifth anniversary of the closing, or earlier under certain circumstances. See [Note 15, "Stockholders' Equity"](#) for further information.

The Company held shares of theScore common stock prior to the acquisition and, as such, the acquisition date estimated fair value of this previously held investment was a component of the purchase consideration. Based on the acquisition date fair



value of this investment of \$ 58.9 million, the Company recorded a gain of \$ 2.9 million related to remeasurement of the equity security investment immediately prior to the acquisition date which was included in "Other" within our Consolidated Statements of Operations.

For the period beginning October 19, 2021 through December 31, 2021 theScore's revenue and net loss included in the Consolidated Statements of Operations were \$ 7.5 million and \$ 11.9 million, respectively.

#### ***Tropicana Las Vegas***

On January 11, 2022, PENN entered into a definitive purchase agreement to sell its outstanding equity interest in Tropicana, which had the gaming license and operated the Tropicana, to Bally's Corporation. The transaction closed on September 26, 2022.

#### ***Barstool Acquisition and Disposition***

On February 17, 2023, we acquired the remaining 64 % of the outstanding shares of Barstool common stock not already owned by us for consideration of approximately \$ 405.5 million, which is inclusive of cash and common stock issuance, repayment of Barstool indebtedness of \$ 23.8 million, transaction expenses and other purchase price adjustments in accordance with GAAP (the "Barstool Acquisition"). Prior to the acquisition, we held a 36 % ownership interest, which was accounted for under the equity method. At the closing of the Barstool Acquisition, we obtained 100 % of the Barstool common stock, and determined the fair value of Barstool to be \$ 660.0 million based on market participant assumptions, as discussed below. Upon the completion of the Barstool Acquisition, Barstool became an indirect wholly owned subsidiary of PENN. We issued 2,442,809 shares of our common stock to certain former stockholders of Barstool for the Barstool Acquisition (see [Note 15, "Stockholders' Equity"](#) for further information) and utilized \$ 315.3 million of cash to complete the Barstool Acquisition, inclusive of transaction expenses and repayment of Barstool indebtedness.

The Company held 36 % of the outstanding shares of Barstool common stock prior to the Barstool Acquisition and, as such, the acquisition date estimated fair value of this previously held investment was a component of the purchase consideration. Based on the acquisition date fair value of Barstool of \$ 660.0 million and the carrying amount of this investment of \$ 171.1 million, the Company recorded a gain of \$ 66.5 million related to remeasurement of the equity investment immediately prior to the acquisition date, which is included in "Gain on Barstool Acquisition, net" within our Consolidated Statements of Operations. The Company also recorded a gain of \$ 16.9 million related to the acquisition of the remaining 64 % of Barstool common stock, which is included in "Gain on Barstool Acquisition, net" within our Consolidated Statements of Operations.

The following table reflects the allocation of the purchase price to the tangible and identifiable intangible assets acquired and liabilities assumed, with the excess recorded as goodwill, at the February 17, 2023 acquisition date.

<i>(in millions)</i>	Fair value
Cash and cash equivalents	\$ 10.1
Accounts receivable	44.8
Inventory	25.2
Other current assets	5.0
Lease right-of-use assets	13.5
Property and equipment	3.8
Goodwill	231.9
Other intangible assets	
Barstool tradename	420.0
Advertising relationships	32.0
Other tradenames and brands	29.0
Customer relationships	11.0
Other long-term assets	18.7
<b>Total assets</b>	<b>\$ 845.0</b>
Accounts payable, accrued expenses and other current liabilities	\$ 38.7
Deferred income taxes	115.9
Other long-term liabilities	30.4
<b>Total liabilities</b>	<b>185.0</b>
<b>Net assets acquired</b>	<b>\$ 660.0</b>

The Company used the income, or cost approach for the valuation, as appropriate, and used valuation inputs in these models and analyses that were based on market participant assumptions. Market participants are considered to be buyers and sellers unrelated to the Company in the principal or most advantageous market for the asset or liability.

Acquired identifiable intangible assets consisted of the Barstool tradename, advertising relationships, other tradenames and brands, and customer relationships. The Barstool tradename was determined to be an indefinite-lived intangible asset. All other intangible assets were determined to be definite-lived with assigned useful lives primarily ranging from 2 - 5 years.

Goodwill, none of which was deductible for tax purposes, represented approximately 35.1 % of the net assets acquired and was allocated to the Company's Interactive segment. Goodwill was primarily attributable to synergies and cross selling opportunities to Barstool's existing customer base.

The following valuation approaches were utilized to determine the fair value of each intangible asset at the February 17, 2023 acquisition date:

Intangible Asset	Valuation Approach
Barstool tradename	Relief-from-royalty (variation of income approach)
Advertising relationships	With-and-without (variation of income approach)
Other tradenames and brands	Relief-from-royalty (variation of income approach)
Customer relationships	Replacement cost

Barstool's revenue and net loss were included in our results for the period beginning February 17, 2023 through August 7, 2023, the day prior to the Barstool SPA, as described below. Barstool's revenue and net loss for the period beginning February 17, 2023 through August 7, 2023, included in the Consolidated Statements of Operations, were \$ 99.2 million and \$ 23.9 million, respectively.

On August 8, 2023, PENN entered into a Sportsbook Agreement (the "Sportsbook Agreement") with ESPN, which provides for a long-term strategic relationship between PENN and ESPN relating to online sports betting in the United States.

Pursuant to the Sportsbook Agreement, PENN rebranded the existing Barstool Sportsbook across all online platforms in the United States as ESPN BET (the "Sportsbook") and oversees daily operations of the Sportsbook. See [Note 13, "Commitments and Contingencies"](#) for more information related to the Sportsbook Agreement.

In connection with PENN's decision to rebrand our online sports betting business from Barstool Sportsbook to ESPN BET pursuant to the Sportsbook Agreement as discussed above, PENN entered into the Barstool SPA with David Portnoy on August 8, 2023. Pursuant to the Barstool SPA, PENN sold 100 % of the outstanding shares of Barstool to David Portnoy in exchange for nominal cash consideration ( one dollar) and certain non-compete and other restrictive covenants. Pursuant to the Barstool SPA, PENN has the right to receive 50 % of the gross proceeds received by David Portnoy in any subsequent sale or other monetization event of Barstool.

On August 8, 2023, the Company's Board of Directors approved the sale of Barstool to David Portnoy, and we classified the assets and liabilities to be disposed of as held-for-sale. These assets and liabilities were measured at the lower of (i) the carrying value when we classified the disposal group as held-for-sale or (ii) the fair value of the disposal group, less costs to sell. The Company recognized a pre-tax loss on disposal of \$ 923.2 million (inclusive of \$ 714.8 million in goodwill and intangible assets write offs and a \$ 70.0 million indemnification liability discussed below) during the third quarter of 2023, included in "Loss on disposal of Barstool" within our Consolidated Statements of Operations. Pursuant to the Barstool SPA, PENN will indemnify Barstool and its subsidiaries and David Portnoy for certain tax matters. Liabilities associated with the indemnification of \$ 35.0 million were recorded in "Accrued expenses and other current liabilities" and \$ 35.0 million were recorded in "Other long-term liabilities" within our Consolidated Balance Sheets as of December 31, 2023. The indemnity provisions generally provide for the Company's control of defense and settlement of claims, as well as certain other costs, associated with potential tax matters related to Barstool and its subsidiaries and David Portnoy. Claims under the indemnification are paid upon demand. The Company has not previously incurred costs to settle claims under this indemnification obligation and provisions in the Barstool SPA limit the time within which an indemnification claim can be made to the later of the resolution of the indemnification claim or the relevant statutes of limitations. The maximum potential amount of future payments the Company could be required to make under this indemnification agreement is not estimable at this time due to uncertainties related to potential outcomes and other unique facts and circumstances involved in the Barstool SPA.

For information on the tax-related impacts from the Barstool transactions, see [Note 14, "Income Taxes."](#)

The following table reflects the major classes of assets and liabilities disposed of pursuant to the Barstool SPA, which were part of the Interactive Segment:

<i>(in millions)</i>	August 8, 2023
<b>Current assets</b>	
Cash and cash equivalents	\$ 50.9
Accounts receivable, net	53.5
Inventory, net	21.9
Other current assets	6.4
<b>Total current assets</b>	132.7
Property and equipment, net	8.8
Goodwill	231.9
Other intangible assets, net	482.9
Lease right-of-use assets	21.4
Other assets	21.0
<b>Total assets</b>	<b>\$ 898.7</b>
<b>Current liabilities</b>	
Accounts payable	\$ 11.1
Accrued expenses and other current liabilities	23.1
<b>Total current liabilities</b>	34.2
Other long-term liabilities	19.9
<b>Total liabilities</b>	<b>\$ 54.1</b>

### Unaudited Pro Forma Financial Information

The following table includes unaudited pro forma consolidated financial information assuming our acquisition of Hitpoint, Perryville, Sam Houston, and theScore had occurred as of January 1, 2021. The pro forma amounts include the historical operating results of PENN and Hitpoint, Perryville, Sam Houston, and theScore prior to our acquisitions. The pro forma financial information does not necessarily represent the results that may occur in the future. For the year ended December 31, 2021, pro forma adjustments directly attributable to the acquisitions include acquisition and transaction related costs of \$ 77.1 million incurred by both PENN and the respective acquirees, gains of \$ 51.0 million related to our purchase of the remaining 50 % of Sam Houston and a net unrealized gain on the equity security investment in theScore.

	For the year ended December 31,	
	2021	
<i>(in millions)</i>		
Revenues	\$	5,978.0
Net income	\$	347.6

### Note 7—Investments in and Advances to Unconsolidated Affiliates

#### Investment in Barstool

In February 2020, we closed on our investment in Barstool pursuant to a stock purchase agreement with Barstool and certain stockholders of Barstool, in which we purchased 36 % (inclusive of 1 % on a delayed basis) of the common stock, par value \$ 0.0001 per share, of Barstool for a purchase price of \$ 161.2 million. The purchase price consisted of \$ 135.0 million in cash and \$ 23.1 million in shares of a new class of non-voting convertible preferred stock of the Company, in which we issued 883 shares of Series D Preferred Stock, par value \$ 0.01 (the "Series D Preferred Stock"), to certain individual stockholders affiliated with Barstool. With respect to the remaining Barstool shares, we had immediately exercisable call rights and the existing Barstool stockholders had put rights, exercisable beginning three years after closing. Pursuant to the Barstool SPA, on August 11, 2023, all remaining outstanding shares of Series D Preferred Stock were converted to common stock. See [Note 15, "Stockholders' Equity"](#) for further information.

Prior to the acquisition of the remaining Barstool shares (which occurred on February 17, 2023 as discussed in [Note 6, "Acquisitions and Dispositions"](#)), the Company determined that it did not qualify as the primary beneficiary of Barstool either at the commencement date of its investment or for subsequent periods prior to the acquisition, primarily as a result of the Company not having the power to direct the activities of the VIE that most significantly affect Barstool's performance. Therefore, the Company did not consolidate the financial position nor the results of operations of Barstool and we recorded our proportionate share of Barstool's net income or loss one quarter in arrears. As of December 31, 2022, our investment in Barstool was \$ 160.9 million.

#### Kansas Joint Venture

As of December 31, 2023 and 2022, our investment in Kansas Entertainment was \$ 80.8 million and \$ 81.5 million, respectively. During the years ended December 31, 2023, 2022, and 2021, the Company received distributions from Kansas Entertainment totaling \$ 33.3 million, \$ 33.8 million, and \$ 31.8 million, respectively. The Company deems these distributions to be returns on its investment based on the source of those cash flows from the normal business operations of Kansas Entertainment.

The Company has determined that Kansas Entertainment does not qualify as a VIE. Using the guidance for entities that are not VIEs, the Company determined that it did not have a controlling financial interest in the joint venture, primarily as it did not have the ability to direct the activities of the joint venture that most significantly impacted the joint venture's economic performance without the input of NASCAR. Therefore, the Company did not consolidate the financial position of Kansas Entertainment as of December 31, 2023 and 2022, nor the results of operations for the years ended December 31, 2023, 2022, and 2021.

The following table provides summarized balance sheet and results of operations information related to Kansas Entertainment and our share of income from unconsolidated affiliates from our investment in Kansas Entertainment:

<i>(in millions)</i>	December 31,	
	2023	2022
Current assets	\$ 24.1	\$ 21.1
Long-term assets	\$ 144.0	\$ 142.4
Current liabilities	\$ 21.0	\$ 15.0

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
Revenues	\$ 170.8	\$ 161.9	\$ 149.5
Operating expenses	105.6	99.0	88.7
Operating income	65.2	62.9	60.8
Net income	\$ 65.2	\$ 62.9	\$ 60.8
Net income attributable to PENN Entertainment, Inc.	\$ 32.6	\$ 31.5	\$ 30.4

### ***Texas and New Jersey Joint Ventures***

#### *Sam Houston*

The Company had a 50 % interest in a joint venture with Sam Houston, which owns and operates the Sam Houston Race Park in Houston, Texas and the Valley Race Park in Harlingen, Texas, and holds a license for a racetrack in Austin, Texas. On August 1, 2021, we completed the acquisition of the remaining 50 % ownership interest in Sam Houston. In conjunction with the acquisition, we recorded a gain of \$ 29.9 million on our equity method investment, which is included in "Other" within our Consolidated Statements of Operations.

Prior to the August 1, 2021 acquisition of the remaining 50 % interest, the Company determined that our Texas joint venture did not qualify as a VIE. Using the guidance for entities that are not VIEs, the Company determined that it did not have a controlling financial interest in the joint venture, primarily as it did not have the ability to direct the activities of the joint venture that most significantly impacted the joint venture's economic performance without the input of Sam Houston. Therefore, the Company did not consolidate the results of operations of our Texas joint venture for the period of January 1, 2021 through July 31, 2021.

#### *New Jersey*

The Company has a 50 % interest in a joint venture with Greenwood, which owns and operates Freehold Raceway, in Freehold, New Jersey. The property features a half-mile standardbred racetrack and a grandstand.

The Company has determined that our New Jersey joint venture does not qualify as a VIE. Using the guidance for entities that are not VIEs, the Company determined that it did not have a controlling financial interest in the joint venture, primarily as it did not have the ability to direct the activities of the joint venture that most significantly impacted the joint venture's economic performance without the input of Greenwood. Therefore, the Company did not consolidate the financial position of the New Jersey joint venture as of December 31, 2023 and 2022, nor the results of operations for the years ended December 31, 2023, 2022, and 2021.

**Note 8—Property and Equipment**

Property and equipment, net, consisted of the following:

<i>(in millions)</i>	December 31,	
	2023	2022
<b>Property and equipment - Not Subject to Master Leases</b>		
Land and improvements	\$ 137.2	\$ 137.1
Building, vessels, and improvements	323.2	324.6
Furniture, fixtures, and equipment	1,846.3	1,753.6
Leasehold improvements	521.2	353.5
Construction in progress	172.8	166.8
	3,000.7	2,735.6
Less: Accumulated depreciation	( 1,813.7 )	( 1,708.3 )
	1,187.0	1,027.3
<b>Property and equipment - Subject to Master Leases <sup>(1)</sup></b>		
Land and improvements	1,427.1	1,523.2
Building, vessels, and improvements	1,591.3	3,640.0
	3,018.4	5,163.2
Less: Accumulated depreciation	( 691.4 )	( 1,675.0 )
	2,327.0	3,488.2
Property and equipment, net	\$ 3,514.0	\$ 4,515.5

Depreciation expense was as follows:

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
Depreciation expense <sup>(2)</sup>	\$ 288.7	\$ 329.1	\$ 314.3

(1) As of a result of the lease modification that occurred on January 1, 2023, we derecognized \$ 1.1 billion of "Property and equipment, net" associated with building assets within our Consolidated Balance Sheets, with an offset to "Gain on REIT transaction, net" within our Consolidated Statements of Operations. Refer to [Note 12, "Leases"](#) for more information related to the January 1, 2023 lease modification.

(2) During the years ended December 31, 2023, 2022, and 2021, we recorded depreciation expense of \$ 112.4 million, \$ 175.6 million, and \$ 183.4 million, related to real estate assets subject to our Master Leases.

**Note 9—Goodwill and Other Intangible Assets**

A reconciliation of goodwill and accumulated goodwill impairment losses, by reportable segment, is as follows:

<i>(in millions)</i>	Northeast	South	West	Midwest	Interactive	Other	Total
<b>Balance as of January 1, 2022</b>							
Goodwill, gross	\$ 923.5	\$ 236.6	\$ 216.8	\$ 1,116.7	\$ 1,724.0	\$ 87.7	\$ 4,305.3
Accumulated goodwill impairment losses	( 761.4 )	( 61.0 )	( 16.6 )	( 556.1 )	—	( 87.7 )	( 1,482.8 )
Goodwill, net	\$ 162.1	\$ 175.6	\$ 200.2	\$ 560.6	\$ 1,724.0	\$ —	\$ 2,822.5
Effect of foreign currency exchange rates	—	—	—	—	( 97.1 )	—	( 97.1 )
Impairment losses during year	( 37.4 )	—	—	—	—	—	( 37.4 )
Other <sup>(1)</sup>	—	—	—	—	1.5	—	1.5
<b>Balance as of December 31, 2022</b>							
Goodwill, gross	\$ 923.5	\$ 236.6	\$ 216.8	\$ 1,116.7	\$ 1,628.4	\$ 87.7	\$ 4,209.7
Accumulated goodwill impairment losses	( 798.8 )	( 61.0 )	( 16.6 )	( 556.1 )	—	( 87.7 )	( 1,520.2 )
Goodwill, net	\$ 124.7	\$ 175.6	\$ 200.2	\$ 560.6	\$ 1,628.4	\$ —	\$ 2,689.5
Goodwill acquired during year	—	—	—	—	231.9	—	231.9
Goodwill disposed of during the year	—	—	—	—	( 231.9 )	—	( 231.9 )
Effect of foreign currency exchange rates	—	—	—	—	35.6	—	35.6
Impairment losses during year	( 30.0 )	—	—	—	—	—	( 30.0 )
<b>Balance as of December 31, 2023</b>							
Goodwill, gross	\$ 923.5	\$ 236.6	\$ 216.8	\$ 1,116.7	\$ 1,664.0	\$ 87.7	\$ 4,245.3
Accumulated goodwill impairment losses	( 828.8 )	( 61.0 )	( 16.6 )	( 556.1 )	—	( 87.7 )	( 1,550.2 )
Goodwill, net	\$ 94.7	\$ 175.6	\$ 200.2	\$ 560.6	\$ 1,664.0	\$ —	\$ 2,695.1

(1) Amount relates to theScore purchase price measurement period adjustment.

During the year ended December 31, 2023, in connection with the Barstool SPA, we recorded a pre-tax loss on disposal of \$ 923.2 million, inclusive of a goodwill write-off of \$ 231.9 million within our Interactive segment. See [Note 6, "Acquisitions and Dispositions."](#)

**2023 Annual Assessment for Impairment**

As a result of our 2023 annual assessment for impairment as of October 1, 2023, we recognized impairments on our goodwill and gaming licenses of \$ 30.0 million and \$ 100.6 million, respectively.

The impairment of goodwill was specific to our Hollywood Casino Greektown ("Greektown") reporting unit and is due to continued economic challenges in the region in which it operates. As a result, we revised the cash flow projections for the reporting unit to be reflective of the current operating results and related economic environment. The estimated fair value of the reporting unit was determined through a combination of a discounted cash flow model and a market-based approach, which utilized Level 3 inputs.

The impairment of gaming licenses related to (i) Greektown, due to the reasons discussed above; (ii) Hollywood Casino at PENN National Race Course ("PNRC"), which was largely due to the former expansion of gaming legislation in the market and increased supply, particularly from our recent openings of Hollywood Casino York and Hollywood Casino Morgantown, which continues to reduce the long-term projections of the property; and (iii) Ameristar East Chicago, which was largely due to increased supply in the region. The estimated fair values of the gaming licenses were determined by using a discounted cash flow model, which utilized Level 3 inputs.

The annual assessment for impairment did not result in any impairment charges to trademarks. The estimated fair values of trademarks were determined by using discounted cash flow models, which utilized Level 3 inputs.

The total 2023 goodwill and gaming license impairment charges of \$ 30.0 million and \$ 100.6 million, respectively, pertained to our Northeast Segment.

#### **2022 Annual and Interim Assessment for Impairment**

During the third quarter of 2022, we identified an indicator of impairment on goodwill and other intangible assets at the Greektown reporting unit as the majority of the hotel was out of service for longer than anticipated during renovations caused by water damage. As a result, we revised the cash flow projections for the reporting unit to be reflective of current operating results and the related economic environment. As a result of the interim assessment for impairment, during the third quarter of 2022, we recognized impairment charges on our goodwill and gaming licenses of \$ 37.4 million and \$ 65.4 million, respectively. The estimated fair value of the reporting unit was determined through a combination of a discounted cash flow model and a market-based approach, which utilized Level 3 inputs. The estimated fair value of the gaming license was determined by using a discounted cash flow model, which utilized Level 3 inputs.

As a result of our 2022 annual assessment for impairment as of October 1, 2022, we recognized a \$ 13.6 million impairment charge on our gaming licenses. The impairment of gaming licenses is specific to PNRC and was largely due to the expansion of gaming legislation in the market and increased supply, particularly from our recent openings of Hollywood Casino York and Hollywood Casino Morgantown, which reduced long-term projections of the property. The estimated fair values of our gaming licenses were determined by using discounted cash flow models, which utilized Level 3 inputs.

The annual assessment for impairment did not result in any impairment charges to goodwill or trademarks. The estimated fair value of reporting units was determined through a combination of discounted cash flow models and market-based approaches, which utilized Level 3 inputs. The estimated fair values of trademarks were determined by using discounted cash flow models, which utilized Level 3 inputs.

The total 2022 goodwill and gaming license impairment charges of \$ 37.4 million and \$ 79.0 million, respectively, pertained to our Northeast segment.

#### **2021 Annual Assessment for Impairment**

We completed our annual assessment for impairment as of October 1, 2021, which did not result in any impairment charges to goodwill, gaming licenses or trademarks. The estimated fair value of reporting units were determined through a combination of discounted cash flow models and market-based approaches, which utilized Level 3 inputs. The estimated fair values of our gaming licenses and trademarks were determined by using discounted cash flow models, which utilized Level 3 inputs.

#### **Carrying Values of Goodwill and Other Intangible Assets**

As of October 1, 2023, the date of the most recent annual impairment test, four reporting units had negative carrying amounts. The amount of goodwill at these reporting units was as follows (in millions):

<b>Northeast segment</b>		
Plainridge Park Casino	\$	6.3
<b>South segment</b>		
Ameristar Vicksburg	\$	19.5
<b>West segment</b>		
Cactus Petes and Horseshu	\$	10.2
<b>Midwest segment</b>		
Ameristar Council Bluffs	\$	36.2



The table below presents the gross carrying amount, accumulated amortization, and net carrying amount of each major class of other intangible assets:

(in millions)	December 31, 2023			December 31, 2022		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Indefinite-lived intangible assets						
Gaming licenses	\$ 1,107.2	\$ —	\$ 1,107.2	\$ 1,207.6	\$ —	\$ 1,207.6
Trademarks	334.4	—	334.4	332.2	—	332.2
Other	0.7	—	0.7	0.7	—	0.7
Amortizing intangible assets						
Customer relationships	112.1	( 103.7 )	8.4	114.4	( 102.0 )	12.4
Technology	286.0	( 132.3 )	153.7	249.6	( 80.4 )	169.2
Other	29.0	( 15.2 )	13.8	27.7	( 10.9 )	16.8
Total other intangible assets, net	<u>\$ 1,869.4</u>	<u>\$ ( 251.2 )</u>	<u>\$ 1,618.2</u>	<u>\$ 1,932.2</u>	<u>\$ ( 193.3 )</u>	<u>\$ 1,738.9</u>

During the year ended December 31, 2023, in connection with the Barstool SPA, we recorded a pre-tax loss on disposal of \$ 923.2 million, inclusive of trademarks and other intangible assets write-offs of \$ 482.9 million in our Interactive segment. See [Note 6, "Acquisitions and Dispositions."](#)

Amortization expense related to our amortizing intangible assets was \$ 58.8 million, \$ 56.7 million, and \$ 19.6 million for the years ended December 31, 2023, 2022, and 2021, respectively. The following table presents the estimated amortization expense based on our amortizing intangible assets as of December 31, 2023 (in millions):

Years ending December 31:

2024	\$ 61.4
2025	40.4
2026	25.6
2027	22.5
2028	17.6
Thereafter	8.4
Total	<u>\$ 175.9</u>

#### Note 10—Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following:

(in millions)	December 31,	
	2023	2022
Accrued salaries and wages	\$ 156.6	\$ 148.6
Accrued gaming, pari-mutuel, property, and other taxes	135.0	110.2
Accrued interest	21.1	20.8
Other accrued expenses <sup>(1)</sup>	327.0	321.4
Other current liabilities <sup>(2)</sup>	382.2	203.7
Accrued expenses and other current liabilities	<u>\$ 1,021.9</u>	<u>\$ 804.7</u>

(1) Amounts include the obligation associated with the PENN Play™ program which are discussed in [Note 2, "Significant Accounting Policies."](#) Additionally, amounts as of December 31, 2023 and 2022 include \$ 60.8 million and \$ 51.4 million, respectively, pertaining to the Company's accrued progressive jackpot liability.

(2) Amounts as December 31, 2023 and 2022 include \$ 87.7 million and \$ 70.8 million, respectively, pertaining to the Company's non-qualified deferred compensation plan that covers management. Amounts as December 31, 2023 and 2022 also include the current portion of advance payments on goods and services yet to be provided, including deposits for hotel rooms, of \$ 127.0 million and \$ 63.4 million, respectively, and \$ 59.6 million and \$ 54.0 million, respectively, pertaining to unpaid wagers. See [Note 2, "Significant Accounting Policies"](#) for further discussion related to advance payments on goods and services yet to be provided and unpaid wagers.

**Note 11—Long-term Debt**

The table below presents long-term debt, net of current maturities, debt discounts, and issuance costs:

<i>(in millions)</i>	December 31,	
	2023	2022
Senior Secured Credit Facilities:		
Amended Revolving Credit Facility due 2027	\$ —	\$ —
Amended Term Loan A Facility due 2027	508.8	536.2
Amended Term Loan B Facility due 2029	985.0	995.0
5.625 % Notes due 2027	400.0	400.0
4.125 % Notes due 2029	400.0	400.0
2.75 % Convertible Notes due 2026	330.5	330.5
Other long-term obligations	173.5	156.1
	2,797.8	2,817.8
Less: Current maturities of long-term debt	( 47.6 )	( 56.2 )
Less: Debt discounts	( 3.9 )	( 4.6 )
Less: Debt issuance costs	( 28.3 )	( 35.7 )
	<u>\$ 2,718.0</u>	<u>\$ 2,721.3</u>

The following is a schedule of future minimum repayments of long-term debt as of December 31, 2023 (in millions):

Years ending December 31:

2024	\$ 47.6
2025	38.2
2026	522.8
2027	837.0
2028	10.8
Thereafter	1,341.4
Total minimum payments	<u>\$ 2,797.8</u>

**Senior Secured Credit Facilities**

In January 2017, the Company entered into an agreement to amend and restate its previous credit agreement, dated October 30, 2013, as amended (the "Credit Agreement"), which provided for: (i) a five-year \$ 700 million revolving credit facility (the "Revolving Facility"); (ii) a five-year \$ 300 million Term Loan A facility (the "Term Loan A Facility"); and (iii) a seven-year \$ 500 million Term Loan B facility (the "Term Loan B Facility" and collectively with the Revolving Facility and the Term Loan A Facility, the "Senior Secured Credit Facilities").

On October 15, 2018, in connection with the acquisition of Pinnacle Entertainment, Inc. ("Pinnacle"), the Company entered into an incremental joinder agreement (the "Incremental Joinder"), which amended the Credit Agreement (the "Amended Credit Agreement"). The Incremental Joinder provided for an additional \$ 430.2 million of incremental loans having the same terms as the existing Term Loan A Facility, with the exception of extending the maturity date, and an additional \$ 1.1 billion of loans as a new tranche having new terms (the "Term Loan B-1 Facility"). With the exception of extending the maturity date, the Incremental Joinder did not impact the Revolving Facility.

On May 3, 2022, the Company entered into a Second Amended and Restated Credit Agreement with its various lenders (the "Second Amended and Restated Credit Agreement"). The Second Amended and Restated Credit Agreement provides for a \$ 1.0 billion revolving credit facility, undrawn at close, (the "Amended Revolving Credit Facility"), a five-year \$ 550.0 million term loan A facility (the "Amended Term Loan A Facility") and a seven-year \$ 1.0 billion term loan B facility (the "Amended Term Loan B Facility") (together, the "Amended Credit Facilities"). The proceeds from the Amended Credit Facilities were used to repay the existing Term Loan A Facility and Term Loan B-1 Facility balances.

The interest rates per annum applicable to loans under the Amended Credit Facilities are, at the Company's option, equal to either an adjusted secured overnight financing rate ("Term SOFR") or a base rate, plus an applicable margin. The applicable

margin for each of the Amended Revolving Credit Facility and the Amended Term Loan A Facility was initially 1.75 % for Term SOFR loans and 0.75 % for base rate loans until the Company provided financial reports for the first full fiscal quarter following closing and, thereafter, ranges from 2.25 % to 1.50 % per annum for Term SOFR loans and 1.25 % to 0.50 % per annum for base rate loans, in each case depending on the Company's total net leverage ratio (as defined within the Second Amended and Restated Credit Agreement). The applicable margin for the Amended Term Loan B Facility is 2.75 % per annum for Term SOFR loans and 1.75 % per annum for base rate loans. The Amended Term Loan B Facility is subject to a Term SOFR "floor" of 0.50 % per annum and a base rate "floor" of 1.50 % per annum. In addition, the Company pays a commitment fee on the unused portion of the commitments under the Amended Revolving Credit Facility at a rate that was initially 0.25 % per annum, until the Company provided financial reports for the first full fiscal quarter following closing, and thereafter, ranges from 0.35 % to 0.20 % per annum, depending on the Company's total net leverage ratio (as defined within the Second Amended and Restated Credit Agreement).

The Amended Credit Facilities contain customary covenants that, among other things, restrict, subject to certain exceptions, the ability of the Company and certain of its subsidiaries to grant liens on their assets, incur indebtedness, sell assets, make investments, engage in acquisitions, mergers or consolidations, pay dividends, and make other restricted payments and prepay certain indebtedness that is subordinated in right of payment to the obligations under the Amended Credit Facilities. The Amended Credit Facilities contain two financial covenants: a maximum total net leverage ratio (as defined within the Second Amended and Restated Credit Agreement) of 4.50 to 1.00, which is subject to a step up to 5.00 to 1.00 in the case of certain significant acquisitions, and a minimum interest coverage ratio (as defined within the Second Amended and Restated Credit Agreement) of 2.00 to 1.00. The Amended Credit Facilities also contain certain customary affirmative covenants and events of default, including the occurrence of a change of control (as defined in the documents governing the Second Amended and Restated Credit Agreement), termination, and certain defaults under the Master Leases (which are defined in [Note 12, "Leases"](#)).

On February 15, 2024 (the "Amendment Effective Date"), PENN entered into a First Amendment (the "Amendment Agreement") with its various lenders amending its Amended Credit Facilities (as amended, amended and restated, supplemented, or otherwise modified from time to time prior to the Amendment Effective Date, the "Existing Credit Agreement"). The Amendment Agreement amends the Existing Credit Agreement to provide that, during the period beginning on the Amendment Effective Date and ending on the earlier of (i) the date that is two business days after the date on which the Company delivers a covenant relief period termination notice to the administrative agent and (ii) the date on which the administrative agent receives a compliance certificate for the quarter ending December 31, 2024 (the "Covenant Relief Period"), the Company will make an adjustment to exclude specified amounts of Interactive segment Adjusted EBITDAR (as defined in [Note 18, "Segment Information"](#)) in its calculations to comply with the maximum total net leverage ratio or minimum interest coverage ratio (as such terms are defined in the Second Amended and Restated Credit Agreement). We will continue to be required to maintain specified financial ratios and to satisfy certain financial tests when our Covenant Relief Period terminates after December 31, 2024.

In connection with the repayment of the previous Senior Secured Credit Facilities, the Company recorded a \$ 10.4 million loss on the early extinguishment of debt for the year ended December 31, 2022. Additionally, we recorded \$ 1.3 million in refinancing costs, which is included in "General and administrative" within our Consolidated Statements of Operations. In addition, we recorded \$ 5.0 million of original issue discount related to the Amended Term Loan B Facility which is amortized to interest expense over the life of the Amended Term Loan B Facility.

As of December 31, 2023 and 2022, the Company had conditional obligations under letters of credit issued pursuant to the Amended Credit Facilities with face amounts aggregating to \$ 21.7 million and \$ 22.5 million, respectively, resulting in \$ 978.3 million and \$ 977.5 million of available borrowing capacity under the Amended Revolving Credit Facility, respectively.

#### **5.625 % Senior Unsecured Notes**

On January 19, 2017, the Company completed an offering of \$ 400.0 million aggregate principal amount of 5.625 % senior unsecured notes that mature on January 15, 2027 (the "5.625 % Notes") at a price of par. Interest on the 5.625 % Notes is payable semi-annually on January 15th and July 15th of each year. The 5.625 % Notes are not guaranteed by any of the Company's subsidiaries except in the event that the Company, in the future, issues certain subsidiary-guaranteed debt securities. The Company may redeem the 5.625 % Notes at any time, beginning on or after January 15, 2022, at the declining redemption premiums set forth in the indenture governing the 5.625 % Notes.

#### **4.125 % Senior Unsecured Notes**

On July 1, 2021, the Company completed an offering of \$ 400.0 million aggregate principal amount of 4.125 % senior unsecured notes that mature on July 1, 2029 (the "4.125 % Notes"). The 4.125 % Notes were issued at par and interest is payable

semi-annually on January 1st and July 1st of each year. The 4.125 % Notes are not guaranteed by any of the Company's subsidiaries except in the event that the Company, in the future, issues certain subsidiary-guaranteed debt securities. The Company may redeem the 4.125 % Notes at any time on or after July 1, 2024, at the declining redemption premiums set forth in the indenture governing the 4.125 % Notes, and, prior to July 1, 2024, at a "make-whole" redemption premium set forth in the indenture governing the 4.125 % Notes.

### **2.75 % Unsecured Convertible Notes**

In May 2020, the Company completed a public offering of \$ 330.5 million aggregate principal amount of 2.75 % unsecured convertible notes (the "Convertible Notes") that mature, unless earlier converted, redeemed or repurchased, on May 15, 2026 at a price of par. After lender fees and discounts, net proceeds received by the Company were \$ 322.2 million. Interest on the Convertible Notes is payable on May 15<sup>th</sup> and November 15<sup>th</sup> of each year.

The Convertible Notes are convertible into shares of the Company's common stock at an initial conversion price of \$ 23.40 per share, or 42.7350 shares, per \$1,000 principal amount of notes, subject to adjustment if certain corporate events occur. However, in no event will the conversion exceed 55.5555 shares of common stock per \$1,000 principal amount of notes. As of December 31, 2023, the maximum number of shares that could be issued to satisfy the conversion feature of the Convertible Notes is 18,360,815 and the amount by which the Convertible Notes if-converted value exceeded its principal amount was \$ 147.2 million.

Starting in the fourth quarter of 2020 and prior to February 15, 2026, at their election, holders of the Convertible Notes may convert outstanding notes if the trading price of the Company's common stock exceeds 130 % of the initial conversion price or, starting shortly after the issuance of the Convertible Notes, if the trading price per \$1,000 principal amount of notes is less than 98 % of the product of the trading price of the Company's common stock and the conversion rate then in effect. The Convertible Notes may, at the Company's election, be settled in cash, shares of common stock of the Company, or a combination thereof. Beginning November 20, 2023, the Company has the option to redeem the Convertible Notes, in whole or in part.

In addition, the Convertible Notes convert into shares of the Company's common stock upon the occurrence of certain corporate events that constitute a fundamental change under the indenture governing the Convertible Notes at a purchase price equal to 100 % of the principal amount thereof, plus accrued and unpaid interest to, but excluding, the date of repurchase. In connection with certain corporate events or if the Company issues a notice of redemption, it will, under certain circumstances, increase the conversion rate for holders who elect to convert their Convertible Notes in connection with such corporate events or during the relevant redemption period for such Convertible Notes.

As of December 31, 2023 and 2022, no Convertible Notes have been redeemed or converted into the Company's common stock.

The Convertible Notes contain a cash conversion feature, and as a result, the Company separated it into liability and equity components. The Company valued the liability component based on its borrowing rate for a similar debt instrument that does not contain a conversion feature. The equity component, recognized as debt discount, was valued as the difference between the face value of the Convertible Notes and the fair value of the liability component. The equity component was valued at \$ 91.8 million upon issuance of the Convertible Notes.

In connection with the Convertible Notes issuance, the Company incurred debt issuance costs of \$ 10.2 million, which were allocated on a pro rata basis to the liability component and the equity component in the amounts of \$ 6.6 million and \$ 3.6 million, respectively.

On January 1, 2022, the Company adopted ASU 2020-06, which resulted in a reclassification of the \$ 88.2 million cash conversion feature related to the Company's Convertible Notes, from stockholders' equity to liabilities as under ASU 2020-06, bifurcation for a cash conversion feature is no longer permitted. As a result of the adoption, the Company recognized, as a cumulative effect adjustment, an increase to the January 1, 2022 opening balance of retained earnings of \$ 18.9 million, net of taxes.

The Convertible Notes consisted of the following components:

<i>(in millions)</i>	December 31,	
	2023	2022
Liability:		
Principal	\$ 330.5	\$ 330.5
Unamortized debt issuance costs	( 4.4 )	( 6.2 )
Net carrying amount	<u>\$ 326.1</u>	<u>\$ 324.3</u>

#### **Interest expense, net**

The table below presents interest expense, net:

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
Interest expense	\$ 469.6	\$ 760.1	\$ 566.9
Capitalized interest	( 4.9 )	( 1.9 )	( 4.1 )
Interest expense, net	<u>\$ 464.7</u>	<u>\$ 758.2</u>	<u>\$ 562.8</u>

The table below presents interest expense related to the Convertible Notes:

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
Coupon interest	\$ 9.1	\$ 9.1	\$ 9.1
Amortization of debt discount	—	—	12.7
Amortization of debt issuance costs	1.7	1.7	0.9
Convertible Notes interest expense	<u>\$ 10.8</u>	<u>\$ 10.8</u>	<u>\$ 22.7</u>

Debt issuance costs are amortized to interest expense over the term of the Convertible Notes at an effective interest rate of 3.329 %. The remaining term of the Convertible Notes was 2.4 years as of December 31, 2023.

#### **Covenants**

Our Amended Credit Facilities, 5.625 % Notes and 4.125 % Notes, require us, among other obligations, to maintain specified financial ratios and to satisfy certain financial tests. In addition, our Amended Credit Facilities, 5.625 % Notes and 4.125 % notes, restrict, among other things, our ability to incur additional indebtedness, incur guarantee obligations, amend debt instruments, pay dividends, create liens on assets, make investments, engage in mergers or consolidations, and otherwise restrict corporate activities. Our debt agreements also contain customary events of default, including cross-default provisions that require us to meet certain requirements under the Master Leases (which are defined in [Note 12, "Leases"](#)), each with GLPI. If we are unable to meet our financial covenants or in the event of a cross-default, it could trigger an acceleration of payment terms.

As of December 31, 2023, the Company was in compliance with all required financial covenants. The Company believes that it will remain in compliance with all of its required financial covenants for at least the next twelve months following the date of filing this Annual Report on Form 10-K with the SEC.

#### **Other Long-Term Obligations**

##### *Other Long-term Obligation*

In February 2021, we entered into a financing arrangement providing the Company with upfront cash proceeds while permitting us to participate in future proceeds on certain claims. The financing obligation has been classified as a non-current liability, which is expected to be settled in a future period of which the principal is contingent and predicated on other events. Consistent with an obligor's accounting under a debt instrument, period interest will be accreted using an effective interest rate of 27.0 % and until such time that the claims and related obligation is settled. The amount included in interest expense related to this obligation was \$ 36.1 million, \$ 27.6 million, and \$ 17.9 million for the years ended December 31, 2023, 2022, and 2021,

respectively. The balance of the financing obligation is \$ 154.1 million and \$ 118.0 million as of December 31, 2023 and 2022, respectively.

#### *Ohio Relocation Fees*

Other long-term obligations included \$ 9.4 million and \$ 27.4 million as of December 31, 2023 and 2022, respectively, related to the relocation fees for Hollywood Gaming at Dayton Raceway ("Dayton") and Hollywood Gaming at Mahoning Valley Race Course ("Mahoning Valley"), which opened in August 2014 and September 2014, respectively. The relocation fee for each facility is payable as follows: \$ 7.5 million upon the opening of the facilities and eighteen semi-annual payments of \$ 4.8 million beginning one year after the commencement of operations. These obligations are accreted to interest expense at an effective yield of 5.0 %. As of December 31, 2023, the remaining balance of the relocation obligation of \$ 9.4 million is included in "Current maturities of long-term debt" within our Consolidated Balance Sheets.

#### *Event Center*

As of December 31, 2023 and 2022, other long-term obligations included \$ 10.0 million and \$ 10.7 million, respectively, related to the repayment obligation of a hotel and event center located less than a mile away from Hollywood Casino Lawrenceburg, which was constructed by the City of Lawrenceburg Department of Redevelopment. Effective in January 2015, by contractual agreement, we assumed a repayment obligation for the hotel and event center in the amount of \$ 15.3 million, which was financed through a loan with the City of Lawrenceburg Department of Redevelopment, in exchange for conveyance of the property. Beginning in January 2016, the Company was obligated to make annual payments on the loan of \$ 1.0 million for 20 years. This obligation is accreted to interest expense at its effective yield of 3.0 %.

### **Note 12—Leases**

#### **Master Leases**

The components contained within the Master Leases are accounted for as either (i) operating leases, (ii) finance leases, or (iii) financing obligations. Changes to future lease payments that are not fixed within the Master Leases (i.e., when future escalators become known or future variable rent resets occur), which are discussed below, require the Company to either (i) increase both the ROU assets and corresponding lease liabilities with respect to operating and finance leases or (ii) record the incremental variable payment associated with the financing obligation to interest expense. In addition, prior to the effective date of the AR PENN Master Lease (as defined and as discussed below), monthly rent associated with Hollywood Casino Columbus ("Columbus") and monthly rent in excess of the Hollywood Casino Toledo ("Toledo") rent floor as contained within the PENN Master Lease (as defined and discussed below), were considered contingent rent.

#### *AR PENN Master Lease*

Prior to the effective date of the AR PENN Master Lease (as defined and discussed below), the Company leased real estate assets associated with 19 of the gaming facilities used in its operations via a triple net master lease with GLPI (the "PENN Master Lease"), which became effective November 1, 2013. The PENN Master Lease had an initial term of 15 years with four subsequent five-year renewal periods on the same terms and conditions, exercisable at the Company's option.

On February 21, 2023, the Company and GLPI entered into an agreement to amend and restate the PENN Master Lease (the "AR PENN Master Lease"), effective January 1, 2023, to (i) remove the land and buildings for Hollywood Casino Aurora ("Aurora"), Hollywood Casino Joliet ("Joliet"), Columbus, Toledo, and the M Resort Spa Casino ("M Resort"), and (ii) make associated adjustments to the rent after which the initial rent in the AR PENN Master Lease was reset to \$ 284.1 million, consisting of \$ 208.2 million of building base rent, \$ 43.0 million of land base rent, and \$ 32.9 million of percentage rent (as such terms are defined in the AR PENN Master Lease). Subsequent to the execution of the AR PENN Master Lease, the lease contains real estate assets associated with 14 of the Company's gaming facilities used in its operations. The current term of the AR PENN Master Lease expires on October 31, 2033 and thereafter contains three renewal terms of five years each on the same terms and conditions, exercisable at the Company's option. The AR PENN Master Lease along with the 2023 Master Lease (as defined and discussed below) are cross-defaulted, cross-collateralized, and coterminous, and subject to a parent guarantee.

The payment structure under the AR PENN Master Lease includes a fixed component, a portion of which is subject to an annual escalator of up to 2 %, depending on the Adjusted Revenue to Rent Ratio (as defined in the AR PENN Master Lease) of 1.8 :1, and a component that is based on performance, which is prospectively adjusted every five years by an amount equal to 4 % of the average change in net revenues of all properties associated with the AR PENN Master Lease compared to a contractual baseline during the preceding five years ("PENN Percentage Rent").

As a result of the annual escalator, effective as of November 1, 2023 for the lease year ended October 31, 2023, the fixed component of rent increased by \$ 4.2 million, and additional ROU assets and corresponding lease liabilities of \$ 28.7 million were recognized associated with the operating lease components. As a result of the annual escalator, effective as of November 1, 2022 for the lease year ended October 31, 2022, the fixed component of rent increased by \$ 5.7 million, additional ROU assets and corresponding lease liabilities of \$ 3.6 million were recognized associated with the operating lease components, and additional ROU assets and corresponding lease liabilities of \$ 44.8 million were recognized associated with the finance lease components. As a result of the annual escalator, effective as of November 1, 2021 for the lease year ended October 31, 2021, the fixed component of rent increased by \$ 5.6 million, additional ROU assets and corresponding lease liabilities of \$ 34.2 million were recognized associated with the operating lease components, and additional ROU assets and corresponding lease liabilities of \$ 3.1 million were recognized associated with the finance lease components. The next annual escalator test date is scheduled to occur effective November 1, 2024.

The November 1, 2023 PENN Percentage Rent reset resulted in an annual rent reduction of \$ 4.4 million, which will be in effect until the next PENN Percentage Rent reset, scheduled to occur on November 1, 2028. Upon reset of the PENN Percentage Rent, effective November 1, 2023, we recognized additional ROU assets and corresponding lease liabilities of \$ 117.4 million.

We concluded the execution of the AR PENN Master Lease constituted a modification event under ASC 842, which required us to reassess the classifications of the lease components and remeasure the associated lease liabilities. We concluded the lease term should end at the current lease expiration date of October 31, 2033 and the optional three renewal terms of five years each were not included in the lease term. The Company continues to evolve from a leading retail gaming operator to a leading provider of integrated entertainment, sports content, and casino gaming experiences. The execution of our omni-channel strategy continues to diversify our earning streams and precluded us from concluding all renewal periods were reasonably assured to be exercised.

As a result of the January 1, 2023 lease modification event, we concluded (i) the land components contained within the AR PENN Master Lease, which were previously primarily classified as finance leases under the PENN Master Lease, to be classified as operating leases, and (ii) control of the building assets have transferred from the Company to the lessor allowing for sale recognition in accordance with ASC 842 which results in the building components to be classified as operating leases. Prior to the January 1, 2023 lease modification event, control of substantially all of the building components were concluded not to have passed from the Company to the lessor in accordance with ASC 842 which required recognition of a financing obligation in accordance with ASC 470 and continued recognition of the underlying asset in "Property and equipment, net" within our Consolidated Balance Sheets. In conjunction with the sale recognition on the building components, we (i) derecognized \$ 1.6 billion of financing obligations within our Consolidated Balance Sheets, offset to "Gain on REIT transaction, net" within our Statements of Operations; and (ii) derecognized \$ 1.1 billion of "Property and equipment, net" associated with the building assets within our Consolidated Balance Sheets, offset to "Gain on REIT transaction, net" within our Consolidated Statements of Operations. As a result of our measurement of the associated operating lease liabilities, we recognized a reduction of the ROU assets and corresponding lease liabilities of \$ 1.2 billion within our Consolidated Balance Sheets. Lease components classified as an operating lease are recorded to "General and administrative" within our Consolidated Statements of Operations.

Prior to the effective date of the AR PENN Master Lease, monthly rent associated with Columbus and monthly rent in excess of the Toledo rent floor were variable and considered contingent rent. Expense related to operating lease components associated with Columbus and Toledo were included in "General and administrative" within our Consolidated Statements of Operations and the variable expense related to financing obligations and finance lease components were included in "Interest expense, net" within our Consolidated Statements of Operations. Total monthly variable expenses were as follows:

(in millions)	For the year ended December 31,	
	2022	2021
Variable expenses included in "General and administrative"	\$ 1.2	\$ 18.7
Variable expenses included in "Interest expense, net"	36.4	17.1
Total variable expenses	\$ 37.6	\$ 35.8

On January 14, 2022, the ninth amendment to the PENN Master Lease between the Company and GLPI became effective. The ninth amendment restated the definition of "Net Revenue" to clarify the inclusion of online-based revenues derived when a patron is physically present at a leased property, established a "floor" with respect to the PNRC Net Revenue amount used in the calculation of the annual rent escalator and PENN Percentage Rent, and modified the rent calculations upon a lease termination event as defined in the amendment.



We concluded the ninth amendment constituted a modification event under ASC 842, which required us to reassess the classifications of the lease components and remeasure the associated lease liabilities. As a result of our reassessment of the lease classifications, (i) the land components of substantially all of the PENN Master Lease properties, which were previously classified as operating leases, were then primarily classified as finance leases, and (ii) the land and building components associated with the operations of Dayton and Mahoning Valley, which were previously classified as finance leases, were then classified as operating leases. As a result of our measurement of the associated lease liabilities, we recognized additional ROU assets and corresponding lease liabilities of \$ 455.4 million. The building components of substantially all of the PENN Master Lease properties continued to be classified as financing obligations.

#### *2023 Master Lease*

Concurrent with the execution of the AR PENN Master Lease, the Company and GLPI entered into a new triple net master lease (the "2023 Master Lease"), effective January 1, 2023, specific to the property associated with Aurora, Joliet, Columbus, Toledo, M Resort, Hollywood Casino at The Meadows ("Meadows"), and Hollywood Casino Perryville ("Perryville") and a master development agreement (the "Master Development Agreement"). The 2023 Master Lease has an initial term through October 31, 2033 with three subsequent five-year renewal periods on the same terms and conditions, exercisable at the Company's option. The 2023 Master Lease terminated the individual triple net leases associated with Meadows and Perryville. The 2023 Master Lease and AR PENN Master Lease are cross-defaulted, cross-collateralized, and coterminous, and subject to a parent guarantee.

The AR PENN Master Lease and the 2023 Master Lease are coterminous, as such consistent with the AR PENN Master Lease, we concluded the 2023 Master Lease term ends at the current lease expiration date of October 31, 2033 and does not include any of the remaining three renewal terms of five years each. (See above lease term discussion for AR PENN Master Lease.)

As a result of our lease classification assessment, we concluded all land and building components contained within the 2023 Master Lease to be operating leases. As a result of our measurement of the operating lease liabilities, we recognized ROU assets and corresponding lease liabilities of \$ 1.8 billion. Additionally, in connection with the termination of the prior Meadows Lease and Perryville Lease (both defined and discussed below), we (i) derecognized \$ 171.9 million in ROU assets within our Consolidated Balance Sheets; (ii) derecognized \$ 165.5 million in lease liabilities within our Consolidated Balance Sheets; and (iii) recognized a \$ 6.5 million loss on the termination which is recorded in "Gain on REIT transaction, net" within our Consolidated Statements of Operations. Lease components classified as an operating lease are recorded to "General and administrative" within our Consolidated Statements of Operations.

The 2023 Master Lease includes a base rent (the "2023 Master Lease Base Rent") equal to \$ 232.2 million and the Master Development Agreement contains additional rent (together with the 2023 Master Lease Base Rent, the "2023 Master Lease Rent") equal to (i) 7.75 % of any project funding received by PENN from GLPI for an anticipated relocation of PENN's riverboat casino and related developments with respect to Aurora (the "Aurora Project") and (ii) a percentage, based on the then-current GLPI stock price, of any project funding received by PENN from GLPI for certain anticipated development projects with respect to Joliet, Columbus, and M Resort (the "Other Development Projects"). The Master Development Agreement provides that GLPI will fund up to \$ 225.0 million for the Aurora Project and, upon PENN's request, up to \$ 350.0 million in the aggregate for the Other Development Projects, in accordance with certain terms and conditions set forth in the Master Development Agreement. These funding obligations of GLPI expire on January 1, 2026. The 2023 Master Lease Rent will be subject to a one-time increase of \$ 1.4 million, effective November 1, 2027. The 2023 Master Lease Rent was subject to a fixed escalator of 1.5 % on November 1, 2023 and will continue to increase annually thereafter. The Master Development Agreement provides that PENN may elect not to proceed with a development project prior to GLPI's commencement of any equity or debt offering or credit facility draw intended to fund such a project or after such time in certain instances, provided that GLPI will be reimbursed for all costs and expenses incurred in connection with such discontinued project. The Aurora Project and the Other Development Projects are all subject to necessary regulatory and other government approvals.

#### *Pinnacle Master Lease*

In connection with the acquisition of Pinnacle on October 15, 2018, the Company assumed a triple net master lease with GLPI (the "Pinnacle Master Lease"), originally effective April 28, 2016, pursuant to which the Company leases real estate assets associated with 12 of the gaming facilities used in its operations. Upon assumption of the Pinnacle Master Lease, as amended, there were 7.5 years remaining of the initial ten-year term, with five subsequent, five-year renewal periods, on the same terms and conditions, exercisable at the Company's option. The Company has determined that the lease term is 32.5 years.



The payment structure under the Pinnacle Master Lease includes a fixed component, a portion of which is subject to an annual escalator of up to 2 %, depending on the Adjusted Revenue to Rent Ratio (as defined in the Pinnacle Master Lease) of 1.8 :1, and a component that is based on performance of the properties, which is prospectively adjusted every two years by an amount equal to 4 % of the average change in net revenues compared to a contractual baseline during the preceding two years ("Pinnacle Percentage Rent").

As a result of the annual escalator, effective May 1, 2023, for the lease year ended April 30, 2023, the fixed component of rent increased by \$ 4.7 million, and an additional ROU asset and corresponding lease liability of \$ 33.3 million were recognized associated with the finance lease components. As a result of the annual escalator, effective as of May 1, 2022, for the lease year ended April 30, 2022, the fixed component of rent increased by \$ 4.6 million, and an additional ROU asset and corresponding lease liability of \$ 33.2 million were recognized associated with the finance lease components. As a result of the annual escalator, effective as of May 1, 2021, for the lease year ended April 30, 2021, the fixed component of rent increased by \$ 4.5 million, and an additional ROU asset and corresponding lease liability of \$ 17.2 million were recognized associated with the operating lease components. The next annual escalator test date is scheduled to occur on May 1, 2024.

The May 1, 2022 Pinnacle Percentage Rent reset resulted in an annual rent increase of \$ 1.9 million, which will be in effect until the next Pinnacle Percentage Rent reset, scheduled to occur on May 1, 2024. Upon reset of the Pinnacle Percentage Rent, effective May 1, 2022, we recognized an additional finance lease ROU asset and corresponding lease liability of \$ 26.1 million.

On January 14, 2022, the fifth amendment to the Pinnacle Master Lease between the Company and GLPI became effective. The fifth amendment restates the definition of "Net Revenue" to clarify the inclusion of online-based revenues derived when a patron is physically present at a leased property and modifies the rent calculations upon a lease termination event as defined in the amendment.

We concluded the fifth amendment to the Pinnacle Master Lease constituted a modification event under ASC 842 (collectively with the ninth amendment to the PENN Master Lease, the "2022 Lease Modification"). As a result of the modification, the land components of substantially all of the Pinnacle Master Lease properties, which were previously classified as operating leases, are now primarily classified as finance leases. As a result of our measurement of the associated lease liabilities, we recognized additional ROU assets and corresponding lease liabilities of \$ 937.6 million. The building components of substantially all of the Pinnacle Master Lease properties continue to be classified as financing obligations. Lease components classified as a finance lease are recorded to "Depreciation and amortization" and "Interest expense, net" within our Consolidated Statements of Operations. The Company recognizes interest expense on the lease payments related to the financing obligation under the effective yield method.

#### **Other Triple Net Leases with REIT Landlords**

##### *Morgantown Lease*

On October 1, 2020, the Company entered into an individual triple net lease with a subsidiary of GLPI for the land underlying our development project in Morgantown, Pennsylvania ("Morgantown Lease") in exchange for \$ 30.0 million in rent credits which were utilized to pay rent under the Master Leases, Meadows Lease (as defined and discussed below), and the Morgantown Lease during the year ended December 31, 2020.

The initial term of the Morgantown Lease is 20 years with six subsequent, five-year renewal periods, exercisable at the Company's option. Initial annual rent under the Morgantown Lease is \$ 3.0 million, subject to a 1.50 % fixed annual escalation in each of the first three years subsequent to the facility opening, which occurred on December 22, 2021. Thereafter, the lease will be subject to an annual escalator consisting of either (i) 1.25 %, if the consumer price index increase is greater than 0.50 %, or (ii) zero, if the consumer price index increase is less than 0.50 %. All improvements made on the land, including the constructed building, will be owned by the Company while the lease is in effect, however, on the expiration or termination of the Morgantown Lease, ownership of all tenant improvements on the land will transfer to GLPI.

We concluded control of the land underlying the Morgantown facility was not passed from the Company to the lessor in accordance with ASC 842. As such we recognized a financing obligation in accordance with ASC 470 and continue to recognize the underlying asset in "Property and equipment, net" within our Consolidated Balance Sheets. The Company recognizes interest expense on the lease payments related to the financing obligation under the effective yield method.

##### *Perryville Lease*

In conjunction with the acquisition of the operations of Perryville on July 1, 2021, the Company entered into a triple net lease with GLPI for the real estate assets associated with the property ("Perryville Lease") for initial annual rent of \$ 7.8 million

per year subject to escalation. The initial term of the Perryville Lease was 20 years with three subsequent, five-year renewal periods, exercisable at the Company's option. The building portion of the annual rent was subject to a fixed annual escalation of 1.50 % in each of the following three years , with subsequent annual escalations of either (i) 1.25 %, if the consumer price index increase is greater than 0.50 %, or (ii) zero , if the consumer price index increase is less than 0.50 %. We determined the transaction to be a finance lease arrangement and upon execution of the Perryville Lease, recorded a \$ 102.9 million ROU asset and a corresponding lease liability.

As discussed above, as a result of entering into the 2023 Master Lease, the Perryville Lease was terminated effective January 1, 2023.

Prior to the lease termination, the land and building components were classified as finance leases. Lease components classified as a finance lease were recorded to "Depreciation and amortization" and "Interest expense, net" within our Consolidated Statements of Operations.

#### *Meadows Lease*

In connection with the acquisition of Pinnacle, we assumed a triple net operating lease associated with the real estate assets at Meadows ("Meadows Lease"), originally effective September 9, 2016. Upon assumption of the Meadows Lease, there were eight years remaining of the initial ten-year term, with three subsequent, five-year renewal options followed by one four-year renewal option on the same terms and conditions, exercisable at the Company's option. The payment structure under the Meadows Lease included a fixed component ("Meadows Base Rent"), which was subject to an annual escalator of up to 5 % for the initial term or until the lease year in which Meadows Base Rent plus Meadows Percentage Rent (as defined below) was a total of \$ 31.0 million, subject to certain adjustments, and up to 2 % thereafter, subject to an Adjusted Revenue to Rent Ratio (as defined in the Meadows Lease) of 2.0 :1. The "Meadows Percentage Rent" was based on performance, which was prospectively adjusted for the next two-year period equal to 4.0 % of the average annual net revenues of the property during the trailing two-year period.

As discussed above, as a result of entering into the 2023 Master Lease, the Meadows Lease was terminated effective January 1, 2023.

Prior to the termination of the Meadows Lease, the land and building components were classified as operating leases. Lease components classified as an operating lease were recorded to "General and administrative" within our Consolidated Statements of Operations.

#### *Margaritaville Lease*

On January 1, 2019, the Company entered into an individual triple net lease with VICI Properties Inc. (NYSE: VICI) ("VICI") for the real estate assets used in the operations of Margaritaville Resort Casino (the "Margaritaville Lease"). The Margaritaville Lease has an initial term of 15 years, with four subsequent five-year renewal options on the same terms and conditions, exercisable at the Company's option. The payment structure under the Margaritaville Lease includes a fixed component, a portion that is subject to an annual escalator of up to 2 % depending on a minimum coverage floor ratio of Net Revenue to Rent of 6.1 :1, and a component that is based on performance, which is prospectively adjusted every two years by an amount equal to 4 % of the average change in net revenues of the property compared to a contractual baseline during the preceding two years ("Margaritaville Percentage Rent").

Subsequent to year end, on February 1, 2024, the Margaritaville Lease annual escalator test resulted in an annual rent increase of \$ 0.4 million and the recognition of an additional operating lease ROU asset and corresponding lease liability of \$ 2.7 million. On February 1, 2023, the Margaritaville Lease annual escalator test resulted in an annual rent increase of \$ 0.4 million and the recognition of an additional operating lease ROU asset and corresponding lease liability of \$ 2.8 million. On February 1, 2022, the annual escalator test resulted in an annual rent increase of \$ 0.4 million and the recognition of an additional operating lease ROU asset and corresponding lease liability of \$ 2.9 million. We did not incur an annual escalator for the lease year ended January 31, 2021.

On February 1, 2023, the Margaritaville Percentage Rent reset resulted in an annual rent increase of \$ 2.3 million which will be in effect until the next Margaritaville Percentage Rent reset, scheduled to occur on February 1, 2025. Upon reset of the Margaritaville Percentage Rent, effective February 1, 2023, we recognized an additional operating lease ROU asset and corresponding lease liability of \$ 9.8 million. On February 1, 2021, the Margaritaville Percentage Rent reset resulted in an annual rent reduction of \$ 0.1 million which was in effect until the February 1, 2023 Margaritaville Percentage Rent reset. Upon reset of the Margaritaville Percentage Rent, effective February 1, 2021, we recognized an additional operating lease ROU asset and corresponding lease liability of \$ 5.5 million.

The land and building components contained within the Margaritaville Lease are classified as operating leases. Lease components classified as an operating lease are recorded to "General and administrative" within our Consolidated Statements of Operations.

#### *Greektown Lease*

On May 23, 2019, the Company entered into an individual triple net lease with VICI for the real estate assets used in the operations of Hollywood Casino at Greektown (the "Greektown Lease"). The Greektown Lease has an initial term of 15 years, with four subsequent five-year renewal options on the same terms and conditions, exercisable at the Company's option. The payment structure under the Greektown Lease includes a fixed component, a portion subject to an annual escalator of up to 2 % depending on an Adjusted Revenue to Rent Ratio (as defined in the Greektown Lease) of 1.85 :1, and a component that is based on performance, which is prospectively adjusted every two years by an amount equal to 4 % of the average change in net revenues of the property compared to a contractual baseline during the preceding two years ("Greektown Percentage Rent").

In May 2020, the lease was amended to remove the escalator for the lease years ending May 31, 2022 and 2021 and to provide for a Net Revenue to Rent coverage floor to be mutually agreed upon prior to the commencement of the fourth lease year (June 1, 2022). In April 2022, the lease was further amended to provide for a Net Revenue to Rent coverage floor to be mutually agreed upon prior to the commencement of the fifth lease year (June 1, 2023). On April 1, 2023, the lease was amended to provide for a Net Revenue to Rent coverage floor to be mutually agreed upon prior to the commencement of the sixth lease year (June 1, 2024). We did not incur an annual escalator for the lease year ended May 31, 2023.

On June 1, 2023, the Greektown Percentage Rent reset resulted in an annual rent increase of \$ 1.5 million, which will be in effect until the next Greektown Percentage Rent reset, scheduled to occur on June 1, 2025. Upon reset of the Greektown Percentage Rent, effective June 1, 2023, we recognized an additional operating lease ROU asset and corresponding lease liability of \$ 7.0 million. On June 1, 2021, the Greektown Percentage Rent reset resulted in an annual rent reduction of \$ 4.2 million, which was in effect until the next Greektown Percentage Rent reset, which occurred on June 1, 2023. Upon reset of the Greektown Percentage Rent, effective June 1, 2021, we recognized an additional operating lease ROU asset and corresponding lease liability of \$ 4.1 million.

The land and building components contained within the Greektown Lease are classified as operating leases. Lease components classified as an operating lease are recorded to "General and administrative" within our Consolidated Statements of Operations.

#### *Tropicana Lease*

Prior to the closing of the sale of PENN's outstanding equity interest in Tropicana on September 26, 2022, the Company leased the real estate assets used in the operations of Tropicana for nominal cash rent (the "Tropicana Lease"). The term of the Tropicana Lease was for two years (subject to three one-year extensions at GLPI's option) or until the real estate assets and the operations of the Tropicana were sold.

The land and building components contained within the Tropicana Lease were classified as operating leases. Lease components classified as an operating lease were recorded to "General and administrative" within our Consolidated Statements of Operations.

#### **Non-REIT Operating Leases**

In addition to any operating lease components contained within the Master Leases, Meadows Lease, Margaritaville Lease, Greektown Lease, and Tropicana Lease (collectively referred to as "triple net operating leases"), the Company's operating leases consists of (i) ground and levee leases to landlords which were not assumed by our REIT Landlords and remain an obligation of the Company, and (ii) buildings and equipment not associated with our REIT Landlords. Certain of our lease agreements include rental payments based on a percentage of sales over specified contractual amounts, rental payments adjusted periodically for inflation, and rental payments based on usage. The Company's leases include options to extend the lease terms. The Company's operating lease agreements do not contain any material residual value guarantees or material restrictive covenants.

Information related to lease term and discount rate was as follows:

	December 31,	
	2023	2022
<b>Weighted-Average Remaining Lease Term</b>		
Operating leases	11.2 years	19.1 years
Finance leases	27.3 years	26.7 years
Financing obligations	27.6 years	27.5 years
<b>Weighted-Average Discount Rate</b>		
Operating leases	7.7 %	5.8 %
Finance leases	5.2 %	5.2 %
Financing obligations	5.2 %	7.7 %

The components of lease expense were as follows:

	Location on	For the year ended December 31,		
(in millions)	Consolidated Statements of Operations	2023	2022	2021
Operating Lease Costs				
Rent expense associated with triple net operating leases <sup>(1)</sup>	General and administrative	\$ 591.1	\$ 149.6	\$ 454.4
Operating lease cost <sup>(2)</sup>	Primarily General and administrative	22.4	19.7	16.6
Short-term lease cost	Primarily Gaming expense	81.2	74.6	64.9
Variable lease cost <sup>(2)</sup>	Primarily Gaming expense	3.6	4.3	4.3
Total		\$ 698.3	\$ 248.2	\$ 540.2
Finance Lease Costs				
Interest on lease liabilities <sup>(3)</sup>	Interest expense, net	\$ 110.6	\$ 258.4	\$ 17.2
Amortization of ROU assets <sup>(3)</sup>	Depreciation and amortization	87.5	181.6	10.6
Total		\$ 198.1	\$ 440.0	\$ 27.8
Financing Obligation Costs				
Interest on financing obligations <sup>(4)</sup>	Interest expense, net	\$ 146.6	\$ 347.0	\$ 416.9

(1) For the year ended December 31, 2023, pertains to the following operating leases: (i) AR PENN Master Lease; (ii) 2023 Master Lease; (iii) Margaritaville Lease; and (iv) Greentown Lease.

For the year ended December 31, 2022, pertains to the operating lease components contained within the (i) PENN Master Lease (specific to the land and building components associated with the operations of Dayton and Mahoning Valley); (ii) Meadows Lease; (iii) Margaritaville Lease; (iv) Greentown Lease; and (v) Tropicana Lease (which terminated on September 26, 2022).

For the year ended December 31, 2021, pertains to the operating lease components contained within the (i) PENN Master Lease (specific to the land, inclusive of the variable expense associated with Columbus and Toledo); (ii) Pinnacle Master Lease (specific to the land); (iii) Meadows Lease; (iv) Margaritaville Lease; (v) Greentown Lease; and (vi) Tropicana Lease.

(2) Excludes the operating lease costs and variable lease costs pertaining to our triple net leases with our REIT landlords classified as operating leases, discussed in footnote (1) above.

(3) For the year ended December 31, 2023, pertains to the finance lease components associated with the Pinnacle Master Lease (land).

For the year ended December 31, 2022, pertains to the finance lease components associated with the (i) PENN Master Lease; (ii) Pinnacle Master Lease; and (iii) Perryville Lease. The finance lease components contained within the PENN Master Lease and the Pinnacle Master Lease primarily consisted of the land, inclusive of the variable expense associated with Columbus and Toledo.

For the year ended December 31, 2021, pertains to the finance lease components associated with the (i) PENN Master Lease; and (ii) Perryville Lease (effective July 1, 2021). The finance lease components contained within the PENN Master Lease consisted of the land and building components associated with the operations of Dayton and Mahoning Valley.

(4) For the year ended December 31, 2023, pertains to the components contained within the Pinnacle Master Lease (buildings) and the Morgantown Lease.

For the years ended December 31, 2022 and 2021, pertains to the components contained within the (i) PENN Master Lease (primarily buildings) inclusive of the variable expense associated with Columbus and Toledo for the financing obligation components; (ii) Pinnacle Master Lease (buildings); and (iii) Morgantown Lease.

Supplemental cash flow information related to leases was as follows:

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
<b>Cash paid for amounts included in the measurement of lease liabilities</b>			
Operating cash flows from finance leases	\$ 110.6	\$ 258.4	\$ 17.2
Operating cash flows from operating leases	\$ 609.9	\$ 163.2	\$ 428.3
Financing cash flows from finance leases	\$ 47.1	\$ 110.5	\$ 8.5
<b>Non-cash lease activities:</b>			
Commencement of operating leases	\$ 3,820.4	\$ 58.5	\$ 96.4
Derecognition of operating lease liabilities	\$ 307.7	\$ —	\$ —
Commencement of finance leases	\$ 33.3	\$ 1,462.1	\$ 106.1
Derecognition of finance lease liabilities	\$ 2,933.6	\$ —	\$ —
Derecognition of finance obligations	\$ 1,567.8	\$ —	\$ —

Total payments made under the Triple Net Leases were as follows:

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
AR PENN Master Lease	\$ 284.1	\$ —	\$ —
2023 Master Lease	232.8	—	—
PENN Master Lease	—	480.3	475.7
Pinnacle Master Lease	339.4	334.1	328.3
Perryville Lease	—	7.8	3.9
Meadows Lease	—	24.6	24.9
Margaritaville Lease	26.2	23.8	23.5
Greektown Lease	52.2	51.3	53.1
Morgantown Lease	3.1	3.1	3.0
Total <sup>(1)</sup>	\$ 937.8	\$ 925.0	\$ 912.4

(1) For the years ended December 31, 2022 and 2021, rent payable under the Tropicana Lease was nominal. Therefore, it has been excluded from the table above. The Tropicana Lease was terminated on September 26, 2022.

The classification of lease ROU assets was as follows:

<i>(in millions)</i>	December 31,	
	2023	2022
<b>Lease ROU assets</b>		
Operating leases	\$ 4,264.7	\$ 1,068.4
Finance leases	2,041.0	5,034.9
<b>Total</b>	<b>\$ 6,305.7</b>	<b>\$ 6,103.3</b>

The following is a maturity analysis of our operating leases, finance leases, and financing obligations as of December 31, 2023:

<i>(in millions)</i>	Operating Leases	Finance Leases	Financing Obligations
Years ending December 31:			
2024	\$ 617.9	\$ 149.3	\$ 166.5
2025	611.1	144.7	166.5
2026	611.8	144.7	166.6
2027	614.5	144.6	166.5
2028	613.6	144.6	166.6
Thereafter	3,318.6	3,222.4	3,829.5
Total lease payments	6,387.5	3,950.3	4,662.2
Less: Imputed interest	( 2,141.1 )	( 1,847.5 )	( 2,234.8 )
Present value of future lease payments	4,246.4	2,102.8	2,427.4
Less: Current portion of lease obligations	( 302.3 )	( 40.3 )	( 41.3 )
Long-term portion of lease obligations	\$ 3,944.1	\$ 2,062.5	\$ 2,386.1

#### **Lessor**

The Company leases its hotel rooms to patrons and records the corresponding lessor revenue in "Food, beverage, hotel, and other revenues" within our Consolidated Statements of Operations. For the years ended December 31, 2023, 2022, and 2021, the Company recognized \$ 247.3 million, \$ 262.0 million, and \$ 231.1 million of lessor revenues related to the rental of hotel rooms, respectively. Hotel leasing arrangements vary in duration but are short-term in nature. The cost and accumulated depreciation of property and equipment associated with hotel rooms is included in "Property and equipment, net" within our Consolidated Balance Sheets.

#### **Note 13—Commitments and Contingencies**

##### **ESPN Sportsbook and Investment Agreements**

On August 8, 2023, PENN entered into the Sportsbook Agreement with ESPN which provides for a long-term strategic relationship between PENN and ESPN relating to online sports betting in the United States.

Pursuant to the Sportsbook Agreement, PENN rebranded the existing Barstool Sportsbook across all online platforms in the United States as ESPN BET and will oversee daily operations of the Sportsbook. The Sportsbook Agreement provides PENN with an exclusive license to use the ESPN BET trademark in the United States in connection with the Sportsbook. In addition, ESPN provides certain marketing, content integration, and promotional services in support of the Sportsbook, including access to ESPN talent, and exclusively promotes the Sportsbook in the United States, subject to certain exceptions, in accordance with a mutually agreed on-channel marketing plan. The Sportsbook will be deeply integrated within the broader ESPN editorial, content, digital product, and sports programming ecosystem, with access to ESPN's industry leading audience and database.

The Sportsbook Agreement has an initial 10-year term and may be extended for an additional ten years upon mutual agreement of PENN and ESPN. In consideration for the media marketing services and brand and other rights provided by ESPN, PENN will pay \$ 150.0 million per year in cash pursuant to the Sportsbook Agreement for the initial 10-year term and issue the warrants pursuant to the Investment Agreement (as defined and described in more detail below). In addition, the Sportsbook Agreement may be terminated by either party (i) in the case of an uncured material breach by or bankruptcy of the other party, (ii) if at the end of year three of the term the Sportsbook has not achieved a specified level of market share based on gross gaming revenue in the states in which the Sportsbook operates while branded ESPN BET, (iii) in certain circumstances, if the other party or certain of its officers is the subject of a criminal or other investigation by federal or state authorities, is charged with certain crimes or commits certain other acts, including those which would reasonably be expected to cause material damage to the terminating party's reputation or brand, or (iv) in certain circumstances involving non-compliance with data privacy laws. In addition, ESPN has the right to terminate the Sportsbook Agreement if (i) a repeated material breach by PENN of the terms of the ESPN intellectual property license or an uncured material breach by PENN of the terms of the ESPN intellectual property license that results in material harm to the reputation or goodwill associated with the ESPN brand or name, (ii) in certain circumstances where PENN commits a material failure of specified product and technology guidelines or certain customer service level metrics, (iii) if at the end of year three or year seven of the term the Sportsbook's market access is not at

least a specified percentage of the total market access by the online sportsbook operator with the most expansive market access, subject to certain exceptions, (iv) if ESPN undergoes certain transactions involving a significant change in ownership of ESPN, subject to the payment of a termination fee to PENN, or (v) in certain circumstances if PENN undergoes certain transactions involving a significant change in ownership of PENN, including such a transaction involving a competitor of The Walt Disney Company ("TWDC"). PENN has the right to terminate the Sportsbook Agreement (i) if ESPN undergoes certain transactions resulting in a significant change in ownership of ESPN involving a competitor of PENN, (ii) in certain circumstances related to the suitability of ESPN, TWDC, or certain of their respective officers for gaming regulatory purposes, or (iii) in certain circumstances if PENN is unable to utilize the ESPN BET brand in states comprising a specified percentage of the aggregate population for all states in which PENN conducts online sports betting in the United States.

In connection with the Sportsbook Agreement, PENN and ESPN, Inc. entered into an Investment Agreement (the "Investment Agreement") on August 8, 2023. The Investment Agreement provides for the issuance to ESPN, Inc. of certain warrants to purchase shares of PENN common stock, par value \$ 0.01 per share, and setting forth certain other governance rights of ESPN, Inc. Pursuant to the Investment Agreement PENN issued to ESPN, Inc. warrants to purchase approximately 31.8 million shares of PENN common stock. The warrants are classified as equity and contain three separate tranches which vest quarterly over ten years from the date of the Investment Agreement, provided that any remaining unvested portion of the first tranche of warrants will vest on August 8, 2032. If the Sportsbook Agreement is terminated due to certain breaches of the Sportsbook Agreement by PENN, then all unvested warrants will immediately vest. If the Sportsbook Agreement is terminated for any other reason, then all unvested warrants will immediately be forfeited, subject to certain exceptions. At the grant date, the \$ 550.4 million fair value of the awards was determined using the Black Scholes pricing model with contractual terms ranging from 9.5 to 11.5 years, and strike prices ranging from \$ 26.08 to \$ 32.60 . Additionally, if after February 29, 2024 and during the term of the Sportsbook Agreement PENN achieves specified performance conditions based on an average market share based on gross gaming revenue in the states in which the Sportsbook operates (as defined within the Investment Agreement), PENN could issue to ESPN, Inc. warrants to purchase up to an additional 6.4 million shares of PENN common stock. The additional warrants will be fully vested upon issuance, have an exercise price of \$ 28.95 , and will be exercisable for 10.5 years from the date of issuance.

During the year ended December 31, 2023, the Company recognized \$ 33.3 million in marketing expenses related to the Sportsbook Agreement and recognized \$ 12.5 million in marketing expenses related to the Investment Agreement. Expenses related to the Sportsbook Agreement and the Investment Agreement are recorded as marketing expense within "Gaming" expenses on the Consolidated Statements of Operations and recognized when services are received.

### ***Litigation***

The Company is subject to various legal and administrative proceedings relating to personal injuries, employment matters, commercial transactions, development agreements and other matters arising in the ordinary course of business. Although the Company maintains what it believes to be adequate insurance coverage to mitigate the risk of loss pertaining to covered matters, legal and administrative proceedings can be costly, time-consuming and unpredictable. The Company does not believe that the final outcome of these matters will have a material adverse effect on its financial position, results of operations, or cash flows.

### ***Location Share Agreements***

Prairie State Gaming ("PSG") enters into location share agreements with bar and retail establishments in Illinois. These agreements are contracts which allow PSG to place VGTs in the bar or retail establishment in exchange for a percentage of the variable revenue generated by the VGTs. PSG holds the gaming license with the state of Illinois and the location share percentage is determined by the state of Illinois. The Company records the location share payments to "Gaming" expense within the Consolidated Statements of Operations. For the years ended December 31, 2023, 2022, and 2021, the total location share payments made by PSG were \$ 45.3 million, \$ 43.6 million, and \$ 43.3 million, respectively.

### ***Purchase Obligations***

The Company has obligations to purchase various goods and services totaling \$ 790.7 million as of December 31, 2023, including \$ 339.4 million which will be incurred in 2024. Purchase obligations totaled \$ 405.6 million as of December 31, 2022. The increase over the prior year is primarily due to the Sportsbook Agreement with ESPN described above. Additionally, 2024 amounts include capital expenditure obligations related to the Aurora Project and Other Development Projects as described below.

### **Capital Expenditure Commitments**

Pursuant to each of our Triple Net Leases, with the exception of our Morgantown Lease (which is a land lease we entered into on October 1, 2020 with GLPI as discussed in [Note 12, "Leases"](#)), we are obligated to spend a minimum of 1 % of annual net revenues, in the aggregate under each lease, on the maintenance of such facilities. In addition, we are expecting to have capital expenditures in connection with the Aurora Project and Other Development Projects as a result of our Master Development Agreement with GLPI (also discussed in [Note 12, "Leases"](#)).

### **Employee Benefit Plans**

The Company maintains a qualified retirement plan under the provisions of Section 401(k) of the Internal Revenue Code of 1986, as amended, which covers all eligible employees (the "PENN 401(k) Plan"). The PENN 401(k) Plan enables participating employees to defer a portion of their salary in a retirement fund to be administered by the Company. The Company makes a discretionary match contribution, where applicable, of 50 % of employees' elective salary deferrals, up to a maximum of 6 % of eligible employee compensation. The matching contributions to the PENN 401(k) Plan for the years ended December 31, 2023, 2022, and 2021 were \$ 13.4 million, \$ 12.1 million, and \$ 10.2 million, respectively.

We maintain a non-qualified deferred compensation plan (the "EDC Plan") that covers most management and other highly-compensated employees. The EDC Plan was effective beginning March 1, 2001. The EDC Plan allows the participants to defer, on a pre-tax basis, a portion of their base annual salary and/or their annual bonus and earn tax-deferred earnings on these deferrals. The EDC Plan also provides for matching Company contributions that vest over a five-year period. The Company has established a trust, and transfers to the trust, on a periodic basis, an amount necessary to provide for its respective future liabilities with respect to participant deferral and Company contribution amounts. The Company's matching contributions for the EDC Plan for the years ended December 31, 2023, 2022, and 2021 were \$ 4.3 million, \$ 4.6 million, and \$ 3.3 million, respectively. Our deferred compensation liability, which is included in "Accrued expenses and other current liabilities" within the Consolidated Balance Sheets, was \$ 87.7 million and \$ 70.8 million as of December 31, 2023 and 2022, respectively.

### **Labor Agreements**

We are required to have agreements with the horsemen at the majority of our racetracks to conduct our live racing and/or simulcasting activities. In addition, in order to operate gaming machines and table games in West Virginia, the Company must maintain agreements with each of the Charles Town horsemen, pari-mutuel clerks and breeders. As of December 31, 2023, we had 35 collective bargaining agreements covering approximately 4,180 active employees. Twelve collective bargaining agreements are scheduled to expire in 2024.



**Note 14—Income Taxes**

The following table summarizes the tax effects of temporary differences between the Consolidated Financial Statements carrying amount of assets and liabilities and their respective tax basis, which are recorded at the prevailing enacted tax rate that will be in effect when these differences are settled or realized. These temporary differences result in taxable or deductible amounts in future years. The Company assessed all available positive and negative evidence to estimate whether sufficient future taxable income will be generated to realize our existing net deferred tax assets.

The components of the Company's deferred tax assets and liabilities were as follows:

<i>(in millions)</i>	December 31,	
	2023	2022
<b>Deferred tax assets:</b>		
Stock-based compensation expense	\$ 7.6	\$ 8.1
Accrued expenses	128.6	86.1
Financing and operating leasing obligations	2,292.8	2,619.3
Unrecognized tax benefits	9.9	9.8
Investments in and advances to unconsolidated affiliates	15.2	13.0
Discount on convertible notes	0.3	0.4
Net operating losses and tax credit carryforwards	138.4	108.2
Capital loss carryforwards	126.1	4.5
Interest limitation carryforwards	12.1	—
Gross deferred tax assets	2,731.0	2,849.4
Less: Valuation allowance	( 210.5 )	( 31.2 )
Net deferred tax assets	2,520.5	2,818.2
<b>Deferred tax liabilities:</b>		
Property and equipment, not subject to the Master Leases	( 123.9 )	( 99.1 )
Property and equipment, subject to the Master Leases	( 635.0 )	( 925.0 )
Intangible assets	( 259.1 )	( 263.7 )
Lease right-of-use assets	( 1,620.1 )	( 1,564.3 )
Net deferred tax liabilities	( 2,638.1 )	( 2,852.1 )
Long-term deferred tax liabilities, net	\$ ( 117.6 )	\$ ( 33.9 )

The realizability of the net deferred tax assets is evaluated quarterly by assessing the need for a valuation allowance and by adjusting the amount of the allowance, if necessary. Pursuant to ASC 740, the Company considers all available (both quantitative and qualitative) positive and negative evidence including, but not limited to, statutory carryback periods, projected future taxable income, and feasible tax planning strategies that could be implemented as a source of positive evidence to realize the net deferred tax assets. In accordance with ASC 740, the most objectively verifiable form of evidence is to evaluate an entity's three-year history of pre-tax book income or loss by jurisdiction. ASC 740 suggests that additional scrutiny should be given to deferred taxes of an entity with cumulative pre-tax book losses during the three most recent years and is considered significant negative evidence that is objectively verifiable and therefore, an entity would need sufficient quality and quantity to support a conclusion to overcome.

During 2023, there were no material changes to our core business operations that altered our prior year conclusion to release the valuation allowance against the federal, foreign, and state net deferred tax assets for the portion that is more-likely-than-not to be realized. The Company continued to generate significant positive evidence in the U.S. with three-year cumulative domestic pre-tax book income of \$ 518.7 million, despite the significant pre-tax book charge related to the sale of Barstool Sports and the \$ 130.6 million impairment charges recorded during the year. The Company maintained a valuation allowance of \$ 210.5 million, as of December 31, 2023, against certain net deferred tax assets primarily related to (i) a capital loss realized on the sale of Barstool Sports of \$ 126.1 million, (ii) foreign jurisdictions that were in a three-year cumulative pre-tax loss position as of the balance sheet date of \$ 47.1 million, (iii) certain state net operating loss ("NOL") carryforwards of \$ 30.6 million, and (iv) other state deferred tax assets of \$ 6.7 million. The Company intends to continue to maintain a valuation allowance on its net deferred tax assets until there is sufficient objectively verifiable positive evidence to support the realization of all or some portion of these deferred tax assets. In the event the Company determines that the deferred income tax assets would be realized

in the future more than their net recorded amount, an adjustment to the valuation allowance would be recorded, which would reduce the provision for income taxes.

As of December 31, 2023, the Company had the following pre-tax carryforwards: (i) pre-tax U.S. federal NOL carryforwards of \$ 100.3 million, \$ 88.0 million will expire at various dates through 2037, and the residual being carried forward indefinitely; (ii) pre-tax foreign NOL carryforwards of \$ 189.4 million that will expire through 2042; (iii) pre-tax capital losses of \$ 500.0 million, the majority of which was generated from the Barstool divestiture and will expire in 2028; and (iv) pre-tax interest expense limitation carryforwards of \$ 48.5 million that can be carried forward indefinitely. All acquired tax attributes are subject to limitations under the Internal Revenue Code and underlying Treasury Regulations.

As of December 31, 2023, the Company also had \$ 1.2 billion of pre-tax state NOL carryforwards, primarily generated in the Commonwealth of Pennsylvania, Colorado, Illinois, Iowa, Louisiana, Maryland, Michigan, Missouri, New Mexico, and localities within Ohio and Michigan. The tax benefit associated with these NOL carryforwards was \$ 65.4 million and a partial valuation allowance as mentioned above has been recorded due to negative evidence of certain statutory limitations and level of earnings projections in the respective jurisdictions. The majority of the state NOL carryforwards will expire at various dates from December 31, 2023 through December 31, 2042 with the remaining being carried forward indefinitely.

In general, the Company has not recognized any U.S. tax expense on undistributed foreign earnings, as we intend to reinvest and expand into new markets outside the U.S. for the foreseeable future. If our intent changes or if these earnings are needed for our U.S. operations, we would be required to accrue and pay U.S. taxes on a portion or all of these undistributed earnings. It is not practicable to estimate the amount of deferred tax liability related to investments in these foreign subsidiaries. The undistributed foreign earnings were immaterial at December 31, 2023.

The domestic and foreign components of income (loss) before income taxes for the years ended December 31, 2023, 2022, and 2021 were as follows:

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
Domestic	\$ ( 382.6 )	\$ 295.3	\$ 606.0
Foreign	( 117.0 )	( 120.0 )	( 66.9 )
Total	\$ ( 499.6 )	\$ 175.3	\$ 539.1

The components of income tax benefit (expense) for the years ended December 31, 2023, 2022, and 2021 were as follows:

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
<b>Current tax expense</b>			
Federal	\$ ( 20.8 )	\$ ( 89.0 )	\$ ( 100.0 )
State	( 4.9 )	( 15.3 )	( 23.1 )
Total current	( 25.7 )	( 104.3 )	( 123.1 )
<b>Deferred tax benefit (expense)</b>			
Federal	13.2	33.7	( 11.9 )
State	22.8	78.5	13.3
Foreign	( 2.1 )	38.5	3.1
Total deferred	33.9	150.7	4.5
Total income tax benefit (expense)	\$ 8.2	\$ 46.4	\$ ( 118.6 )

The following table reconciles the statutory federal income tax rate to the actual effective income tax rate, and related amounts of income tax benefit (expense), for the years ended December 31, 2023, 2022, and 2021:

	For the year ended December 31,		
	2023	2022	2021
<i>(in millions, except tax rates)</i>			
Amount of pre-tax income			
Federal statutory rate	\$ 105.0	\$ ( 36.8 )	\$ ( 113.2 )
State and local income taxes, net of federal benefits	16.1	( 5.2 )	( 7.7 )
Tax law change	—	( 10.8 )	—
Nondeductible expenses	( 48.5 )	( 7.8 )	( 13.3 )
Compensation	( 7.2 )	( 6.2 )	6.5
Foreign	1.9	0.9	0.9
Valuation allowance	( 56.4 )	113.4	( 5.9 )
Tax credits	4.9	4.6	5.8
Equity investment write-off	( 2.6 )	—	11.3
Other	( 5.0 )	( 5.7 )	( 3.0 )
Income tax benefit (expense)	\$ 8.2	\$ 46.4	\$ ( 118.6 )
Effective Tax Rate	1.7 %	( 26.5 )%	22.0 %

A reconciliation of the beginning and ending amounts of unrecognized tax benefits is as follows:

<i>(in millions)</i>	Unrecognized tax benefits
<b>Unrecognized tax benefits as of January 1, 2021</b>	\$ 36.3
Additions based on prior year positions	3.8
Decreases due to settlements and/or reduction in reserves	( 0.1 )
<b>Unrecognized tax benefits as of December 31, 2021</b>	40.0
Additions based on prior year positions	2.9
Decreases due to settlements and/or reduction in reserves	( 0.2 )
<b>Unrecognized tax benefits as of December 31, 2022</b>	42.7
Additions based on prior year positions	2.2
Decreases due to settlements and/or reduction in reserves	( 1.3 )
<b>Unrecognized tax benefits as of December 31, 2023</b>	\$ 43.6

During the year ended December 31, 2023, we did not record any new tax reserves, and accrued interest or penalties related to current year uncertain tax positions. Regarding prior year tax positions, we recorded \$ 3.8 million of tax reserves and accrued interest and reversed \$ 3.1 million of previously recorded tax reserves and accrued interest for uncertain tax positions. As of December 31, 2023 and 2022, unrecognized tax benefits, inclusive of accruals for income tax related penalties and interest, of \$ 47.2 million and \$ 46.0 million, respectively, were included in "Other long-term liabilities" within the Company's Consolidated Balance Sheets. Overall, the Company recorded a net tax expense of \$ 1.1 million in connection with its uncertain tax positions for the year ended December 31, 2023.

The liability for unrecognized tax benefits as of December 31, 2023 and 2022 included \$ 37.3 million and \$ 36.3 million, respectively, of tax positions that, if reversed, would affect the effective tax rate. During the year ended December 31, 2023, we recognized income of \$ 0.2 million to interest and penalties, net of deferred taxes, as compared to an expense of \$ 0.6 million and \$ 0.7 million to interest and penalties, net of deferred taxes for the years ended December 31, 2022 and 2021, respectively. In addition, the Company had an immaterial amount of reductions in previously accrued interest and penalties for the year ended December 31, 2023 and no reductions for the year ended December 31, 2022. We classify any income tax related penalties and interest accrued related to unrecognized tax benefits in "Income tax benefit (expense)" within the Consolidated Statements of Operations.

The Company is currently in various stages of the examination process in connection with its open audits. Generally, it is difficult to determine when these examinations will be closed, but the Company reasonably expects that its ASC 740 liabilities will not significantly change over the next twelve months. As of December 31, 2023, the Company has open tax years 2019

through 2021 that could be subject to examination for U.S. federal income taxes. In addition, we are subject to state and local income tax examinations for various tax years in the taxing jurisdictions in which we operate. Such audits could result in increased tax liabilities, interest and penalties. While the Company believes its tax positions are appropriate, we cannot assure the outcome will remain consistent with our expectation. The Company believes we have adequately reserved for potential audit exposures of uncertain tax positions. In the event the final outcome of these matters is different than the amounts recorded, such differences will impact our income tax provision in the period in which the determination is made.

As of December 31, 2023 and 2022, prepaid income taxes of \$ 65.3 million and \$ 15.2 million, respectively, were included in "Prepaid expenses" within the Company's Consolidated Balance Sheets.

### **Tax Legislation**

**Inflation Reduction Act.** On August 16, 2022, The Inflation Reduction Act of 2022 ("IRA") was signed into law. The IRA contains several provisions including a 15% corporate alternative minimum tax ("CAMT") for certain large corporations that have at least an average of \$1.0 billion adjusted financial statement income over a three-year period effective for tax years beginning after December 31, 2022. A CAMT credit would also be allowed to offset regular federal tax in future years. The IRA also includes a 1% excise tax on corporate stock repurchases after January 1, 2023. Based on our analysis of the IRA and subsequent guidance, management does not expect the CAMT to have a material effect on our future cash flows and results of operations. In 2023, the 1% excise tax on corporate stock repurchases was an immaterial amount.

### **Note 15—Stockholders' Equity**

#### **Common and Preferred Stock**

On May 11, 2021, as part of the acquisition of Hitpoint, the Company issued 43,684 shares for a total of \$ 3.5 million. On both July 8, 2022 and June 29, 2023, the Company issued 4,055 shares in connection with the achievement of the first and second of three annual mutual goals established by the Company and Hitpoint for a total of \$ 0.2 million and \$ 0.1 million, respectively.

On August 1, 2021, as part of the acquisition of Sam Houston, the Company issued 198,103 shares for a total of \$ 15.8 million.

On October 19, 2021, as part of the acquisition of theScore, the Company issued 12,319,340 shares of common stock with a par value of \$ 0.01 and 697,539 Exchangeable Shares for approximately \$ 1.0 billion, as discussed in [Note 6, "Acquisitions and Dispositions."](#) During the year ended December 31, 2023, we issued 2,854 Exchangeable Shares. During the year ended December 31, 2022, we did not issue Exchangeable Shares. As of both December 31, 2023 and 2022, there were 768,441 Exchangeable Shares authorized, of which 560,267 shares and 620,019 shares were outstanding, respectively.

In conjunction with the February 2020 stock purchase agreement between PENN and Barstool, the Company issued 883 shares of non-voting convertible Series D Preferred Stock, par value \$ 0.01 , to certain individual stockholders affiliated with Barstool. The Series D Preferred stockholders were entitled to participate equally and ratably in all dividends and distributions paid to holders of PENN common stock based on the number of shares of PENN common stock into which such Series D Preferred Stock could convert. 1/1,000th of a share of Series D Preferred Stock was convertible into one share of PENN common stock. The Series D Preferred Stock was available for conversion into PENN common stock in tranches over four years , with the first and second 20 % tranches having been available for conversion into PENN common stock in the first quarter of 2021 and first quarter of 2022, respectively. During the first quarter of 2023, an additional tranche of 30 % became available for conversion.

On each of February 22, 2021 and August 23, 2021, the Company issued 43 shares of Series D Preferred Stock in conjunction with acquiring additional shares of Barstool common stock. On June 1, 2022, the Company issued 64,000 shares of common stock in conjunction with acquiring additional shares of Barstool common stock from certain individual stockholders affiliated with Barstool. The issuances were exempt from registration pursuant to Section 4(a)(2) of the Securities Act.

On February 22, 2021 and August 23, 2021, 151 and 43 shares of Series D Preferred Stock, respectively, were converted to common stock. As a result of the conversions, the Company issued 151,200 and 43,000 shares of common stock, respectively, each with a par value of \$ 0.01 . On February 23, 2022 and February 24, 2022, 43 and 151 shares of Series D Preferred Stock, respectively, were converted to common stock. As a result of the conversions, the Company issued 43,000 and 151,200 shares of common stock, respectively, each with a par value of \$ 0.01 . The issuances were exempt from registration pursuant to Section 4(a)(2) of the Securities Act.

On February 17, 2023, as part of the Barstool Acquisition as discussed in [Note 6, "Acquisitions and Dispositions,"](#) the Company issued 2,442,809 shares of common stock with a par value of \$ 0.01 , to certain former stockholders of Barstool (the "Share Consideration"). The issuance of the Share Consideration was exempt from the registration requirements of the Securities Act of 1933, as amended, pursuant to Section 4(a)(2) thereof, because such issuance did not involve a public offering. The Share Consideration was subject to transfer restrictions which were waived on August 11, 2023, pursuant to the Barstool SPA. See [Note 6, "Acquisitions and Dispositions"](#) for additional information related to the Barstool SPA.

On March 3, 2023, 227 shares of Series D Preferred Stock were converted to common stock. As a result of the conversion, the Company issued 226,800 shares of common stock with a par value of \$ 0.01 . Pursuant to the Barstool SPA, on August 11, 2023, all remaining 354 outstanding shares of Series D Preferred Stock were converted to common stock. As a result of the conversion, the Company issued 353,800 shares of common stock with a par value of \$ 0.01 . The issuances were exempt from registration pursuant to Section 4(a)(2) of the Securities Act.

As of both December 31, 2023 and 2022, there were 5,000 shares authorized of Series D Preferred Stock of which zero shares and 581 shares were outstanding, respectively.

The Company previously issued two series of preferred stock, Series B and Series C, each with a par value of \$ 0.01 per share. As of both December 31, 2023 and 2022, there were 1,000,000 and 18,500 shares authorized of our Series B and Series C preferred stock, respectively. There were no shares outstanding of either Series B or Series C preferred stock as of both December 31, 2023 and 2022.

On August 8, 2023, pursuant to the Investment Agreement with ESPN, Inc., the Company issued warrants to ESPN, Inc. to purchase approximately 31.8 million shares of PENN common stock, par value \$ 0.01 per share, as discussed in [Note 13, "Commitments and Contingencies."](#)

#### **Share Repurchase Authorization**

During the second quarter of 2023, we completed our \$ 750 million share repurchase authorization approved by the Board of Directors on February 1, 2022 (the "February 2022 Authorization").

On December 6, 2022, a second share repurchase program was authorized for an additional \$ 750.0 million (the "December 2022 Authorization"). The December 2022 Authorization expires on December 31, 2025.

The Company utilized the capacity under the February 2022 Authorization prior to effecting any repurchases under the December 2022 Authorization. Repurchases by the Company are subject to available liquidity, general market and economic conditions, alternate uses for the capital, and other factors. Share repurchases may be made from time to time through a Rule 10b5-1 trading plan, open market transactions, block trades or in private transactions in accordance with applicable securities laws and regulations and other legal requirements. There is no minimum number of shares that the Company is required to repurchase and the repurchase authorization may be suspended or discontinued at any time without prior notice.

During the years ended December 31, 2023 and 2022, respectively, the Company repurchased 5,438,221 and 17,561,288 shares of its common stock in open market transactions for \$ 149.8 million and \$ 601.1 million at an average price of \$ 27.54 and \$ 34.23 per share under the February 2022 and December 2022 Authorizations. The cost of all repurchased shares is recorded to "Treasury stock" within the Consolidated Balance Sheets.

No shares of the Company's common stock were repurchased subsequent to the year ended December 31, 2023. As of February 22, 2024, the remaining availability under our December 2022 Authorization was \$ 749.5 million.

#### **Other**

In the second quarter of 2021, the Company entered into two promissory notes with shareholders for a total of \$ 9.0 million. The promissory notes were unsecured with interest of 2.25 %. As of December 31, 2022, the receivable was recorded as a reduction of equity within "Additional paid-in capital" in our Consolidated Balance Sheets. During the first quarter of 2023, the outstanding loan balance was settled and recorded as an increase of equity within "Additional paid-in capital" in our Consolidated Balance Sheets.

## **Note 16—Stock-Based Compensation**

### ***2022 Long Term Incentive Compensation Plan***

On June 7, 2022, the Company's shareholders, upon the recommendation of the Company's Board of Directors, approved the Company's 2022 Long Term Incentive Compensation Plan (the "2022 Plan"). The 2022 Plan authorizes the Company to issue stock options (incentive and/or non-qualified), stock appreciation rights ("SARs"), restricted stock (shares and/or units), performance awards (shares and/or units), and cash awards to executive officers, non-employee directors, other employees, consultants, and advisors of the Company and its subsidiaries. Non-employee directors and consultants are eligible to receive all such awards, other than incentive stock options. Pursuant to the 2022 Plan, an initial 6,870,000 shares of the Company's common stock were reserved for issuance, plus any shares of common stock subject to outstanding awards under both the previous 2018 Long Term Incentive Compensation Plan, as amended ("2018 Plan") and the Score Media and Gaming Inc. Second Amended and Restated Stock Option and Restricted Stock Unit Plan (the "theScore Plan") as of June 7, 2022 and outstanding awards that are forfeited or settled for cash under each of the prior plans.

On June 6, 2023, the Company's shareholders, upon the recommendation of the Company's Board of Directors, approved an amendment to the 2022 Plan (as amended, the "2022 Amended Plan"), which increased the number of shares reserved for issuance under the plan by 7,000,000 shares to 13,870,000 shares. For purposes of determining the number of shares available for issuance under the 2022 Amended Plan, stock options, restricted stock, and all other equity settled awards count against the 13,870,000 share limit as one share of common stock for each share granted. Any awards that are not settled in shares of common stock are not counted against the share limit. As of December 31, 2023, there are 11,008,469 shares available for future grants under the 2022 Amended Plan.

### ***2018 Long Term Incentive Compensation Plan ("2018 Plan")***

The Company's 2018 Plan authorized it to issue stock options (incentive and/or non-qualified), SARs, restricted stock (shares and/or units), performance awards (shares and/or units), and cash awards to employees and any consultant or advisor to the Company or subsidiary. Non-employee directors were eligible to receive all such awards, other than incentive stock options. Pursuant to the 2018 Plan, 12,700,000 shares of the Company's common stock were reserved for issuance. For purposes of determining the number of shares available for issuance under the 2018 Plan, stock options and SARs (except cash-settled SARs) counted against the 12,700,000 limit as one share of common stock for each share granted and restricted stock or any other full value stock award are counted as 2.30 shares of common stock for each share granted. Any awards that were not settled in shares of common stock were not counted against the share limit. In connection with the approval of the 2022 Plan, the 2018 Plan remains in place until all of the awards previously granted thereunder have been paid, forfeited, or expired. However, the shares which remained available for issuance under the 2018 Plan are no longer available for issuance and all future equity awards will be granted pursuant to the 2022 Plan.

On April 12, 2021, the Board of Directors granted 600,000 restricted stock units and 300,000 restricted stock awards with market-based and service-based vesting conditions (collectively the "Stock Awards"), solely to the Company's Chief Executive Officer and President pursuant to the 2018 Plan. The Stock Awards are classified as equity with separate tranches and requisite service periods identified for each separately achievable component. As of the grant date, the fair value of the Stock Awards was \$ 48.7 million and was calculated using a Monte Carlo simulation. The fair value of the restricted stock awards was estimated at \$ 19.4 million and segregated into 15 tranches with expense recognition periods ranging from 2.2 to 6.0 years. The fair value of the restricted stock units was estimated at \$ 29.3 million and segregated into four tranches with expense recognition periods ranging from 6.7 to 8.7 years. We recognized \$ 8.4 million, \$ 8.6 million, and \$ 6.3 million of stock compensation expense for the Stock Awards during the years ended December 31, 2023, 2022, and 2021, respectively.

### ***Score Media And Gaming Inc. Second Amended And Restated Stock Option And Restricted Stock Unit Plan ( "theScore Plan")***

In connection with the acquisition of theScore on October 19, 2021, the Company registered theScore Plan. theScore Plan authorized the Company to issue non-qualified stock options and restricted stock units to employees and service providers affiliated with theScore prior to the acquisition date. At the date of acquisition, the Company rolled over all outstanding non-vested, unexercised stock options, and non-vested restricted stock units equivalent to 853,904 shares of the Company. Each rollover option and restricted stock unit were subject to substantially the same terms and conditions applicable to the award immediately prior to the acquisition. In connection with the transaction, the vesting provisions of unvested options and restricted stock units, awarded under the theScore Plan prior to August 4, 2021, were amended to provide for a new acceleration right for legacy theScore employees and service providers. The amendment provides that, if an involuntary termination without cause occurs at any time prior to April 19, 2023, unvested options and restricted stock units will automatically accelerate and become fully vested on the effective date of termination. In connection with the approval of the 2022 Plan, theScore Plan

remains in place until all of the awards previously granted thereunder have been paid, forfeited or expired. However, the shares which remained available for future grants under theScore Plan are no longer available for issuance and all future equity awards will be pursuant to the 2022 Plan.

### Stock-based Compensation Expense

Stock-based compensation expense pertains to our stock options and restricted stock, including restricted stock with performance conditions. The Company recognized \$ 85.9 million, \$ 58.1 million, and \$ 35.1 million stock-based compensation expense for the years ended December 31, 2023, 2022, and 2021, respectively, which is included within the Consolidated Statements of Operations as a component of "General and administrative" expense.

### Stock Options

Stock options that expire between January 4, 2024 and November 1, 2033 have been granted to officers, directors, employees, and predecessor employees to purchase common stock at prices ranging from \$ 2.51 to \$ 117.82 per share, including options rolled over from theScore Plan. All options were granted at the fair market value of the common stock on the grant date (as defined in the respective plan document) and have contractual lives ranging from 4 to 10 years. The Company issues new authorized common shares to satisfy stock option exercises.

During the years ended December 31, 2023, 2022, and 2021, respectively, the Company granted 846,291 , 398,945 , and 587,399 stock options, which includes 352,768 that were rolled over under theScore Plan during the year ended December 31, 2021.

The following table presents activity related to our stock options for the year ended December 31, 2023:

	Number of Option Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in millions)
Outstanding as of January 1, 2023	3,270,763	\$ 27.89		
Granted	846,291	\$ 29.03		
Exercised	( 352,032 )	\$ 15.07		
Forfeited	( 54,838 )	\$ 40.24		
Outstanding as of December 31, 2023	3,710,184	\$ 29.19	6.4	\$ 13.8
Exercisable as of December 31, 2023	2,463,456	\$ 24.67	5.5	\$ 13.4

The following table presents information related to the fair value and intrinsic value of our stock options for the years ended December 31, 2023, 2022, and 2021:

	For the year ended December 31,		
	2023	2022	2021
Weighted-average grant-date fair value of options <sup>(1)</sup>	\$ 18.60	\$ 30.09	\$ 57.70
Aggregate intrinsic value of stock options exercised (in millions)	\$ 4.1	\$ 8.6	\$ 53.1
Fair value of stock options vested (in millions)	\$ 15.9	\$ 21.3	\$ 6.2

(1) For the year ended December 31, 2021, the combined weighted-average grant-date fair values include options rolled over under theScore Plan.

As of December 31, 2023, the unamortized compensation costs not yet recognized related to stock options granted totaled \$ 18.7 million and the weighted-average period over which the costs are expected to be recognized was 1.7 years.

The following are the weighted-average assumptions used in the Black-Scholes option-pricing model for the years ended December 31, 2023, 2022, and 2021:

	For the year ended December 31,		
	2023	2022	2021
Risk-free interest rate	3.88 %	1.40 %	0.46 %
Expected volatility	74.85 %	71.00 %	75.33 %
Dividend yield <sup>(1)</sup>	—	—	—
Weighted-average expected life (in years)	5.1	5.2	5.2

(1) The expected dividend yield is zero, as the Company has not historically paid dividends.

#### **Restricted Stock Awards and Restricted Stock Units**

As noted above, the Company grants restricted stock to our employees and certain non-employee directors. In addition, the Company issues its named executive officers ("NEOs") and other key executives restricted stock with performance conditions, which are discussed in further detail below.

#### **Performance Share Programs**

The Company's performance share programs were adopted to provide our NEOs and certain other key executives with stock-based compensation tied directly to the Company's performance, which further aligns their interests with our shareholders and provides compensation only if the designated performance goals are met for the applicable performance periods.

On April 12, 2021, in addition to the Stock Awards mentioned above, an aggregate of 94,673 restricted shares and units with performance-based vesting conditions were granted at target under our performance share program ("Performance Share Program II").

During the years ended December 31, 2023 and 2022, an aggregate of 461,747 and 244,955 restricted units with performance-based vesting conditions were granted at target under the Performance Share Program II.

Restricted stock issued pursuant to the Performance Share Program II consist of three one-year performance periods over a three-year service period. The awards have the potential to be earned at between 0 % and 200 % of the number of shares granted during the year ended December 31, 2021, and 0 % and 150 % of the number of shares granted during the years ended December 31, 2023 and 2022 depending on achievement of the annual performance goals, and remain subject to vesting for the full three-year service period.

In addition to the above, during the years ended December 31, 2023 and 2022, the Company granted employees of theScore 199,733 and 102,422 restricted units, respectively, with performance-based vesting conditions that are dependent on the achievement of certain milestones. The awards have the potential to be earned at between 0 % and 100 % and consist of two, one-year performance periods, each containing an applicable milestone. The awards also contain a one-year vesting requirement and vesting is subject to: (a) the satisfaction of the milestones on or before the applicable expiration date and (b) continued service through the date on which the respective portion of the awards vests.

The grant date fair value for restricted stock is generally based on the closing stock price of the Company's shares of common stock on the trading day preceding the grant date. The grant date fair value for the performance awards issued to key employees of theScore was determined using the five-day volume weighted average closing stock price of the Company's shares of common stock as of the trading day immediately preceding the grant date. The stock-based compensation expense is recognized over the remaining service period at the time of grant, adjusted for the Company's expectation of the achievement of the performance conditions.



The following table presents activity related to our restricted stock for the year ended December 31, 2023:

	With Performance Conditions		Without Performance Conditions	
	Number of Shares	Weighted- Average Grant Date Fair Value	Number of Shares	Weighted- Average Grant Date Fair Value
Nonvested as of January 1, 2023	1,426,208	\$ 54.68	1,342,400	\$ 53.00
Granted	695,724	\$ 31.49	1,039,108	\$ 28.70
Vested	( 225,935 )	\$ 48.77	( 1,008,526 )	\$ 45.83
Forfeited	( 84,826 )	\$ 49.24	( 178,614 )	\$ 40.29
Nonvested as of December 31, 2023	<u>1,811,171</u>	<u>\$ 46.98</u>	<u>1,194,368</u>	<u>\$ 38.03</u>

As of December 31, 2023, the unamortized compensation costs not yet recognized related to restricted stock totaled \$ 70.5 million and the weighted-average period over which the costs are expected to be recognized is 2.6 years. The total fair values of restricted stock that vested during the years ended December 31, 2023, 2022, and 2021 were \$ 57.2 million, \$ 28.8 million, and \$ 28.9 million, respectively.

#### **Cash-settled Phantom Stock Units**

Our outstanding phantom stock units ("CPUs") are settled in cash and entitle plan recipients to receive a cash payment based on the fair value of the Company's common stock which is based on the closing stock price of the trading day preceding the vest date. Our CPUs vest over a period of one to four years. The CPUs are accounted for as liability awards and are re-measured at fair value each reporting period until they become vested with compensation expense being recognized over the requisite service period. The Company has a liability, which is included in "Accrued expenses and other current liabilities" within the Consolidated Balance Sheets, associated with its cash-settled CPUs of \$ 1.2 million and \$ 2.1 million as of December 31, 2023 and 2022 respectively.

As of December 31, 2023, there was a total of \$ 0.6 million unrecognized compensation cost related to CPUs that will be recognized over the awards remaining weighted-average vesting period of 1.9 years. For the years ended December 31, 2023, 2022, and 2021, the Company recognized \$ 3.3 million, \$ 4.0 million, and \$ 12.1 million of compensation expense associated with these awards, respectively. Compensation expense associated with our CPUs is recorded in "General and administrative" within the Consolidated Statements of Operations. We paid \$ 4.2 million, \$ 10.5 million, and \$ 13.3 million during the years ended December 31, 2023, 2022, and 2021, respectively, pertaining to cash-settled CPUs.

#### **Stock Appreciation Rights**

Our outstanding SARs are settled in cash and are accounted for as liability awards, and generally vest over a period of four years. The fair value of cash-settled SARs is calculated each reporting period and estimated using the Black-Scholes option pricing model. The Company has a liability, which is included in "Accrued expenses and other current liabilities" within the Consolidated Balance Sheets, associated with its cash-settled SARs of \$ 5.8 million and \$ 9.2 million as of December 31, 2023 and 2022 respectively.

For SARs held by employees of the Company, there was \$ 1.0 million of total unrecognized compensation cost as of December 31, 2023 that will be recognized over the awards remaining weighted-average vesting period of two years. For the years ended December 31, 2023 and 2022, the Company recognized reductions to compensation expense of \$ 3.1 million and \$ 5.5 million, as compared to a charge to compensation expense of \$ 3.1 million for the year ended December 31, 2021, respectively. Compensation expense associated with our SARs is recorded in "General and administrative" within the Consolidated Statements of Operations. We paid \$ 0.8 million, \$ 3.1 million, and \$ 39.6 million during the years ended December 31, 2023, 2022, and 2021, respectively, related to cash-settled SARs.

#### **Note 17—Earnings (Loss) per Share**

For the year ended December 31, 2023, we recorded a net loss attributable to PENN. As such, because the dilution from potential common shares was antidilutive, we used basic weighted-average common shares outstanding, rather than diluted weighted-average common shares outstanding when calculating diluted loss per share. Stock options, restricted stock,

convertible preferred shares, and convertible debt that could potentially dilute basic EPS in the future that are not included in the computation of diluted loss per share are as follows:

<i>(in millions)</i>	For the year ended December 31, 2023
Assumed conversion of dilutive stock options	0.6
Assumed conversion of dilutive restricted stock	0.3
Assumed conversion of convertible preferred shares	0.3
Assumed conversion of convertible debt	14.1

For the years ended December 31, 2022 and 2021, we recorded net income attributable to PENN. As such, we used diluted weighted-average common shares outstanding when calculating diluted income per share. Stock options, restricted stock, convertible preferred shares, and convertible debt that could potentially dilute basic EPS in the future were included in the computation of diluted income per share.

The following table sets forth the allocation of net income for the years ended December 31, 2022 and 2021 under the two-class method. For the year ended December 31, 2023, we did not utilize the two-class method due to incurring a net loss for the year.

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
Net income (loss) attributable to PENN Entertainment, Inc.	\$ ( 490.0 )	\$ 222.1	\$ 420.8
Net income applicable to preferred stock	—	0.9	2.1
Net income (loss) applicable to common stock	\$ ( 490.0 )	\$ 221.2	\$ 418.7

The following table reconciles the weighted-average common shares outstanding used in the calculation of basic EPS to the weighted-average common shares outstanding used in the calculation of diluted EPS for the years ended December 31, 2023, 2022, and 2021:

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
<b>Weighted-average common shares outstanding—basic</b>	152.1	161.2	158.7
Assumed conversion of:			
Dilutive stock options	—	1.2	2.3
Dilutive restricted stock	—	0.1	0.4
Convertible debt	—	14.1	14.1
<b>Weighted-average common shares outstanding—diluted</b>	152.1	176.6	175.5

Restricted stock with performance and market based vesting conditions that have not been met as of December 31, 2023 were excluded from the computation of diluted EPS.

Options and warrants to purchase 14.5 million, 0.8 million, and 0.2 million shares were outstanding during the years ended December 31, 2023, 2022, and 2021, respectively, but were not included in the computation of diluted EPS because they were anti-dilutive.

The assumed conversion of 0.3 million, 0.6 million, and 0.8 million preferred shares were excluded from the computation of diluted EPS for the years ended December 31, 2023, 2022, and 2021, respectively, because including them would have been antidilutive.

The Company's calculation of weighted-average common shares outstanding includes the Exchangeable Shares issued in connection with theScore acquisition, as discussed in [Note 6, "Acquisitions and Dispositions"](#) and [Note 15, "Stockholders' Equity."](#) The following table presents the calculation of basic and diluted earnings (loss) per share for the Company's common stock for the years ended December 31, 2023, 2022, and 2021:

<i>(in millions, except per share data)</i>	For the year ended December 31,		
	2023	2022	2021
<b>Calculation of basic earnings (loss) per share:</b>			
Net income (loss) applicable to common stock	\$ ( 490.0 )	\$ 221.2	\$ 418.7
Weighted-average shares outstanding - PENN Entertainment, Inc.	151.5	160.6	158.6
Weighted-average shares outstanding - Exchangeable Shares	0.6	0.6	0.1
Weighted-average common shares outstanding - basic	152.1	161.2	158.7
Basic earnings (loss) per share	\$ ( 3.22 )	\$ 1.37	\$ 2.64
<b>Calculation of diluted earnings (loss) per share:</b>			
Net income (loss) applicable to common stock	\$ ( 490.0 )	\$ 221.2	\$ 418.7
Interest expense, net of tax <sup>(1)</sup> :			
Convertible Notes	—	7.2	17.0
Diluted income applicable to common stock	\$ ( 490.0 )	\$ 228.4	\$ 435.7
Weighted-average common shares outstanding - diluted	152.1	176.6	175.5
Diluted earnings (loss) per share	\$ ( 3.22 )	\$ 1.29	\$ 2.48

(1) The tax-affected rates were 21 % and 22 % for the years ended December 31, 2022 and 2021, respectively .

#### Note 18—Segment Information

We have five reportable segments: Northeast, South, West, Midwest, and Interactive. Our gaming and racing properties are grouped by geographic location, and each is viewed as an operating segment with the exception of our two properties in Jackpot, Nevada, which are viewed as one operating segment. We consider our combined VGT operations, by state, to be separate operating segments. Interactive includes all of our online gaming operations, management of retail sports betting, media, and the operating results of Barstool. We owned 36 % of Barstool common stock prior to the February 17, 2023 Barstool Acquisition, pursuant to which we acquired the remaining 64 % of Barstool common stock. On August 8, 2023, we entered into the Barstool SPA, and we sold 100 % of the outstanding shares of Barstool common stock. See [Note 6, "Acquisitions and Dispositions"](#) for further information.

The Company utilizes Adjusted EBITDAR (as defined below) as its measure of segment profit or loss. The following table highlights our revenues and Adjusted EBITDAR for each reportable segment and reconciles Adjusted EBITDAR on a consolidated basis to net income (loss).

(in millions)	For the year ended December 31,		
	2023	2022	2021
<b>Revenues:</b>			
Northeast segment	\$ 2,738.4	\$ 2,695.9	\$ 2,552.4
South segment	1,216.4	1,314.2	1,322.2
West segment	528.5	581.9	521.4
Midwest segment	1,172.6	1,159.6	1,102.7
Interactive segment	718.8	663.1	432.9
Other <sup>(1)</sup>	20.2	21.3	10.6
Intersegment eliminations <sup>(2)</sup>	( 32.0 )	( 34.3 )	( 37.2 )
<b>Total</b>	<b>\$ 6,362.9</b>	<b>\$ 6,401.7</b>	<b>\$ 5,905.0</b>
<b>Adjusted EBITDAR <sup>(3)</sup>:</b>			
Northeast segment	\$ 831.0	\$ 842.5	\$ 848.4
South segment	494.1	548.1	587.0
West segment	204.2	220.1	195.0
Midwest segment	496.6	501.2	500.1
Interactive segment	( 402.5 )	( 74.9 )	( 35.4 )
Other <sup>(1)</sup>	( 110.8 )	( 97.6 )	( 100.7 )
<b>Total <sup>(3)</sup></b>	<b>1,512.6</b>	<b>1,939.4</b>	<b>1,994.4</b>
<b>Other operating benefits (costs) and other income (expenses):</b>			
Rent expense associated with triple net operating leases <sup>(4)</sup>	( 591.1 )	( 149.6 )	( 454.4 )
Stock-based compensation	( 85.9 )	( 58.1 )	( 35.1 )
Cash-settled stock-based awards variance	13.8	15.5	( 1.2 )
Loss on disposal of assets	( 0.1 )	( 7.9 )	( 1.1 )
Contingent purchase price	( 1.9 )	0.6	( 1.9 )
Pre-opening expenses <sup>(5)</sup>	—	( 4.1 )	( 5.4 )
Depreciation and amortization	( 435.1 )	( 567.5 )	( 344.5 )
Impairment losses <sup>(6)</sup>	( 130.6 )	( 118.2 )	—
Insurance recoveries, net of deductible charges	13.9	10.7	—
Non-operating items of equity method investments <sup>(7)</sup>	( 7.4 )	( 7.9 )	( 7.7 )
Interest expense, net	( 464.7 )	( 758.2 )	( 562.8 )
Interest income	40.3	18.3	1.1
Loss on disposal of Barstool <sup>(8)</sup>	( 923.2 )	—	—
Gain on Barstool Acquisition, net <sup>(9)</sup>	83.4	—	—
Gain on REIT transactions, net <sup>(10)</sup>	500.8	—	—
Loss on early extinguishment of debt	—	( 10.4 )	—
Other <sup>(5)(11)</sup>	( 24.4 )	( 127.3 )	( 42.3 )
<b>Income (loss) before income taxes</b>	<b>( 499.6 )</b>	<b>175.3</b>	<b>539.1</b>
Income tax benefit (expense)	8.2	46.4	( 118.6 )
<b>Net income (loss)</b>	<b>\$ ( 491.4 )</b>	<b>\$ 221.7</b>	<b>\$ 420.5</b>

- (1) The Other category consists of the Company's stand-alone racing operations, namely Sanford-Orlando Kennel Club, Sam Houston, and Valley Race Park, the Company's joint venture interests in Freehold Raceway, and our management contract for Retama Park Racetrack. The Other category also includes corporate overhead costs, which consist of certain expenses, such as: payroll, professional fees, travel expenses and other general and

administrative expenses that do not directly relate or have not otherwise been allocated. Corporate overhead costs were \$ 106.7 million, \$ 98.5 million, and \$ 103.3 million for the years ended December 31, 2023, 2022, and 2021, respectively.

- (2) Primarily represents the elimination of intersegment revenues associated with our retail sportsbooks, which are operated by PENN Interactive.
- (3) We define Adjusted EBITDAR as earnings before interest expense, net, interest income, income taxes, depreciation and amortization, rent expense associated with triple net operating leases (see footnote (4) below), stock-based compensation, debt extinguishment charges, impairment losses, insurance recoveries, net of deductible charges, changes in the estimated fair value of our contingent purchase price obligations, gain or loss on disposal of assets, the difference between budget and actual expense for cash-settled stock-based awards, pre-opening expenses; loss on disposal of a business; non-cash gains/losses associated with REIT transactions; non-cash gains/losses associated with partial and step acquisitions as measured in accordance with ASC 805 "Business Combinations"; and other. Adjusted EBITDAR is also inclusive of income or loss from unconsolidated affiliates, with our share of non-operating items (see footnote (7) below) added back for Barstool and our Kansas Entertainment joint venture.
- (4) For the year ended December 31, 2023, pertains to the following operating leases: (i) AR PENN Master Lease; (ii) 2023 Master Lease; (iii) Margaritaville Lease; and (iv) Greektown Lease.

For the year ended December 31, 2022, pertains to the operating lease components contained within the (i) PENN Master Lease (specific to the land and building components associated with the operations of Dayton and Mahoning Valley); (ii) Meadows Lease; (iii) Margaritaville Lease; (iv) Greektown Lease; and (v) Tropicana Lease (which terminated on September 26, 2022).

For the year ended December 31, 2021, pertains to the operating lease components contained within the (i) PENN Master Lease (specific to the land, inclusive of the variable expense associated with Columbus and Toledo); (ii) Pinnacle Master Lease (specific to the land); (iii) Meadows Lease; (iv) Margaritaville Lease; (v) Greektown Lease; and (vi) Tropicana Lease.

- (5) During the first quarter of 2021, acquisition costs were included within pre-opening and acquisition costs. Beginning with the quarter ended June 30, 2021, acquisition costs are presented as part of other expenses.
- (6) For the years ended December 31, 2023 and 2022, amounts relate to impairment charges in our Northeast segment of \$ 130.6 million and \$ 116.4 million, respectively. See [Note 9, "Goodwill and Other Intangible Assets."](#)
- (7) Consists principally of interest expense, net, income taxes, depreciation and amortization, and stock-based compensation expense associated with Barstool prior to us acquiring the remaining 64 % of Barstool common stock (see [Note 6, "Acquisitions and Dispositions"](#)) and our Kansas Entertainment joint venture.
- (8) Relates to the loss incurred on the sale of 100 % of the outstanding shares of Barstool which was completed on August 8, 2023. See [Note 6, "Acquisitions and Dispositions."](#)
- (9) Includes a gain of \$ 66.5 million associated with Barstool related to remeasurement of the equity investment immediately prior to the acquisition date of February 17, 2023 and a gain of \$ 16.9 million related to the acquisition of the remaining 64 % of Barstool common stock. See [Note 6, "Acquisitions and Dispositions."](#)
- (10) Upon the execution of the February 21, 2023 AR PENN Master Lease and the 2023 Master Lease, both effective January 1, 2023, we recognized a gain of \$ 500.8 million as a result of the reclassification and remeasurement of lease components. See [Note 12, "Leases."](#)
- (11) For the year ended December 31, 2023, primarily relates to unrealized holding losses on our equity securities of \$ 6.4 million and non-recurring acquisition and transaction costs of \$ 25.0 million, partially offset by dividend income received. See [Note 19, "Fair Value Measurements."](#)
- For the year ended December 31, 2022, primarily relates to unrealized holding losses on our equity securities of \$ 69.9 million and non-recurring acquisition and transaction costs of \$ 52.1 million. See [Note 19, "Fair Value Measurements."](#)
- For the year ended December 31, 2021, primarily relates to realized and unrealized losses on our equity securities of \$ 24.9 million, non-recurring acquisition and transaction costs of \$ 43.1 million, offset by a gain on our equity method investment of \$ 29.9 million. See [Note 19, "Fair Value Measurements"](#) and [Note 7, "Investments in and Advances to Unconsolidated Affiliates."](#)

The table below presents capital expenditures by segment:

<i>(in millions)</i>	For the year ended December 31,		
	2023	2022	2021
<b>Capital expenditures:</b>			
Northeast segment	\$ 113.7	\$ 110.6	\$ 144.8
South segment	93.0	70.7	39.0
West segment	30.3	11.5	8.5
Midwest segment	73.6	35.8	19.8
Interactive segment	33.2	19.7	6.3
Other	16.2	15.1	25.7
<b>Total capital expenditures</b>	<b>\$ 360.0</b>	<b>\$ 263.4</b>	<b>\$ 244.1</b>

The table below presents investment in and advances to unconsolidated affiliates and total assets by segment:

<i>(in millions)</i>	Northeast	South	West	Midwest	Interactive	Other <sup>(1)</sup>	Total
<b>Balance sheet as of December 31, 2023</b>							
Investment in and advances to unconsolidated affiliates	\$ —	\$ —	\$ —	\$ 80.8	\$ —	\$ 4.1	\$ 84.9
Total assets	\$ 1,827.4	\$ 1,244.5	\$ 388.6	\$ 1,241.1	\$ 2,549.9	\$ 8,812.7	\$ 16,064.2
<b>Balance sheet as of December 31, 2022</b>							
Investment in and advances to unconsolidated affiliates	\$ 0.1	\$ —	\$ —	\$ 81.5	\$ 160.9	\$ 6.1	\$ 248.6
Total assets	\$ 2,231.8	\$ 1,191.9	\$ 372.4	\$ 1,305.5	\$ 4,233.7	\$ 8,166.8	\$ 17,502.1
<b>Balance sheet as of December 31, 2021</b>							
Investment in and advances to unconsolidated affiliates	\$ 0.1	\$ —	\$ —	\$ 83.8	\$ 164.4	\$ 6.8	\$ 255.1
Total assets	\$ 2,283.6	\$ 1,224.6	\$ 394.8	\$ 1,215.8	\$ 2,618.3	\$ 9,135.0	\$ 16,872.1

(1) The real estate assets subject to the Master Leases, which are classified as either property and equipment, operating lease ROU assets, or finance lease ROU assets, are included within the Other category.

#### Note 19—Fair Value Measurements

ASC Topic 820, "Fair Value Measurements and Disclosures," establishes a hierarchy that prioritizes fair value measurements based on the types of inputs used for the various valuation techniques (market approach, income approach and cost approach). The levels of the hierarchy are described below:

- Level 1: Observable inputs such as quoted prices in active markets for identical assets or liabilities.
- Level 2: Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly; these include quoted prices for similar assets or liabilities in active markets, such as interest rates and yield curves that are observable at commonly quoted intervals.
- Level 3: Unobservable inputs that reflect the reporting entity's own assumptions, as there is little, if any, related market activity.

The Company's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of assets and liabilities and their placement within the fair value hierarchy. The following methods and assumptions are used to estimate the fair value of each class of financial instruments for which it is practicable to estimate. The fair value of the Company's trade accounts receivable and payables approximates the carrying amounts.

#### Cash and Cash Equivalents

The fair value of the Company's cash and cash equivalents approximates their carrying amount, due to the short maturity of the cash equivalents.

#### Equity Securities

As of December 31, 2023 and 2022, we held \$ 10.7 million and \$ 17.1 million, in equity securities of ordinary shares, respectively, which are reported as "Other assets" in our Consolidated Balance Sheets. These equity securities are the result of PENN Interactive entering into multi-year agreements with third-party online sports betting and/or iCasino operators for online sports betting and iCasino market access across our portfolio.

We recognized unrealized holding losses of \$ 6.4 million, unrealized holding losses of \$ 69.9 million, and realized and unrealized holding losses of \$ 24.9 million during the years ended December 31, 2023, 2022, and 2021, respectively, related to these equity securities, which are included in "Other" as reported in "Other income (expenses)" within our Consolidated Statements of Operations.

As of December 31, 2023, the fair value of the equity securities was determined using Level 1 inputs, which use market approach valuation techniques. The primary inputs to those techniques include the quoted market price of the equity securities and foreign currency exchange rates.

As of December 31, 2022, the fair value of the equity securities was determined using Level 2 inputs, which use market approach valuation techniques. The primary inputs to those techniques include the quoted market price of the equity securities, foreign currency exchange rates, a discount for lack of marketability ("DLOM") with respect to the ordinary shares. The DLOM was based on the remaining term of the relevant lock-up periods and the volatility associated with the underlying equity securities.

#### **Available-for-Sale Debt Securities**

The Company acquired 12.0 % secured convertible notes on April 7, 2023 for \$ 20.0 million, due on the third-year anniversary of the date of issuance, which are reported in "Other assets" in our Consolidated Balance Sheets. The terms contain optional and mandatory conversion provisions pursuant to which we will receive common stock upon conversion.

As of December 31, 2023, the fair value of the convertible notes were valued at \$ 24.2 million, as such we recorded an unrealized gain to "Other comprehensive income (loss)" within our Consolidated Statements of Comprehensive Income (Loss).

The fair value of the convertible notes was determined using a binomial lattice model and is categorized as a Level 3 measurement.

#### **Held-to-Maturity Securities and Promissory Notes**

We have a management contract with Retama Development Corporation ("RDC"), a local government corporation of the City of Selma, Texas, to manage the day-to-day operations of Retama Park Racetrack, located outside of San Antonio, Texas. In addition, we own 1.0 % of the equity of Retama Nominal Holder, LLC, which holds a nominal interest in the racing license used to operate Retama Park Racetrack, and a 75.5 % interest in Pinnacle Retama Partners, LLC ("PRP"), which owns the contingent gaming rights that may arise if gaming under the existing racing license becomes legal in Texas in the future.

As of both December 31, 2023 and 2022, PRP held \$ 7.9 million in promissory notes issued by RDC and \$ 6.7 million in local government corporation bonds issued by RDC, at amortized cost. The promissory notes and the local government corporation bonds are collateralized by the assets of Retama Park Racetrack. As of December 31, 2023 and 2022, the promissory notes and the local government corporation bonds were included in "Other assets" within our Consolidated Balance Sheets.

The contractual terms of these promissory notes include interest payments due at maturity; however, we have not recorded accrued interest on these promissory notes because uncertainty exists as to RDC's ability to make interest payments. We have the positive intent and ability to hold the local government corporation bonds to maturity and until the amortized cost is recovered. The estimated fair values of such investments are principally based on appraised values of the land associated with Retama Park Racetrack, which are classified as Level 2 inputs.

#### **Long-term Debt**

The fair value of our Amended Term Loan A Facility, Amended Term Loan B Facility, 5.625 % Notes, 4.125 % Notes, and the Convertible Notes is estimated based on quoted prices in active markets and is classified as a Level 1 measurement.

Other long-term obligations as of December 31, 2023 and 2022 included a financing arrangement entered in February of 2021, the relocation fees for Dayton and Mahoning Valley, and the repayment obligation of the hotel and event center located near Hollywood Casino Lawrenceburg. See [Note 11, "Long-term Debt"](#) for details. The fair values of the Dayton and Mahoning Valley relocation fees and the Lawrenceburg repayment obligation are estimated based on rates consistent with the Company's credit rating for comparable terms and debt instruments and are classified as Level 2 measurements.

Additionally, in February 2021, we entered into a third-party financing arrangement providing the Company with upfront cash proceeds while permitting us to participate in future proceeds on certain claims. The financing obligation has been classified as a non-current liability and the fair value of the financing obligation is based on what we expect to be settled in a future period of which the principal is contingent and predicated on other events, plus accreted period non-cash interest using an effective interest rate of 27.0 % until the claims and related obligation is settled. The financing obligation has been classified as a Level 3 measurement and is included within our Consolidated Balance Sheets in "Long-term debt, net of current maturities, debt discount, and debt issuance costs." See [Note 11, "Long-term Debt."](#)

#### **Other Liabilities**

Other liabilities as of December 31, 2023 include contingent purchase price liabilities related to Plainridge Park Casino and Hitpoint, which was acquired on May 11, 2021. The Hitpoint contingent purchase price liability is payable in installments up to

a maximum of \$ 1.0 million in the form of cash and equity, on the first three anniversaries of the acquisition close date and is based on the achievement of mutual goals established by the Company and Hitpoint. As of December 31, 2023, there is one annual achievement period remaining. The Plainridge Park Casino contingent purchase price liability is calculated based on earnings of the gaming operations over the first ten years of operations, which commenced on June 24, 2015. As of December 31, 2023, we were contractually obligated to make two additional annual payments. The fair value of the Plainridge Park Casino contingent purchase price liability is estimated based on an income approach using a discounted cash flow model. These contingent purchase price liabilities have been classified as a Level 3 measurement and are included within our Consolidated Balance Sheets in "Accrued expenses and other current liabilities" or "Other long-term liabilities," depending on the timing of the next payment.

Additionally, Other liabilities as of December 31, 2023, include \$ 70.0 million tax indemnification described in [Note 6, "Acquisitions and Dispositions."](#) Liabilities associated with the indemnification of \$ 35.0 million were recorded in "Accrued expenses and other current liabilities" and \$ 35.0 million were recorded in "Other long-term liabilities" within our Consolidated Balance Sheets. The indemnity has been classified as a Level 3 measurement. Key assumptions used to estimate the fair value of the indemnification include the expected tax rate and the probability of potential outcomes based on valuation methods that utilize unobservable inputs that are significant to the overall fair value as of December 31, 2023. The assessment of the significance of a particular input to the fair value measurement requires judgment.

The carrying amounts and estimated fair values by input level of the Company's financial instruments were as follows:

<i>(in millions)</i>	December 31, 2023				
	Carrying Amount	Fair Value	Level 1	Level 2	Level 3
<b>Financial assets:</b>					
Cash and cash equivalents	\$ 1,071.8	\$ 1,071.8	\$ 1,071.8	\$ —	\$ —
Equity securities	\$ 10.7	\$ 10.7	\$ 10.7	\$ —	\$ —
Available-for-sale debt securities	\$ 24.2	\$ 24.2	\$ —	\$ —	\$ 24.2
Held-to-maturity securities	\$ 6.7	\$ 6.7	\$ —	\$ 6.7	\$ —
Promissory notes	\$ 7.9	\$ 7.9	\$ —	\$ 7.9	\$ —
<b>Financial liabilities:</b>					
Long-term debt					
Amended Credit Facilities	\$ 1,471.7	\$ 1,483.5	\$ 1,483.5	\$ —	\$ —
5.625 % Notes	\$ 399.7	\$ 388.0	\$ 388.0	\$ —	\$ —
4.125 % Notes	\$ 394.6	\$ 340.0	\$ 340.0	\$ —	\$ —
Convertible Notes	\$ 326.1	\$ 427.6	\$ 427.6	\$ —	\$ —
Other long-term obligations	\$ 173.5	\$ 172.1	\$ —	\$ 18.0	\$ 154.1
Other liabilities	\$ 79.0	\$ 78.9	\$ —	\$ 2.7	\$ 76.2



(in millions)	December 31, 2022				
	Carrying Amount	Fair Value	Level 1	Level 2	Level 3
<b>Financial assets:</b>					
Cash and cash equivalents	\$ 1,624.0	\$ 1,624.0	\$ 1,624.0	\$ —	\$ —
Equity securities	\$ 17.1	\$ 17.1	\$ —	\$ 17.1	\$ —
Held-to-maturity securities	\$ 6.7	\$ 6.7	\$ —	\$ 6.7	\$ —
Promissory notes	\$ 7.9	\$ 7.9	\$ —	\$ 7.9	\$ —
<b>Financial liabilities:</b>					
Long-term debt					
Amended Credit Facilities	\$ 1,503.6	\$ 1,514.7	\$ 1,514.7	\$ —	\$ —
5.625 % Notes	\$ 399.7	\$ 371.0	\$ 371.0	\$ —	\$ —
4.125 % Notes	\$ 393.8	\$ 327.0	\$ 327.0	\$ —	\$ —
Convertible Notes	\$ 324.3	\$ 550.8	\$ 550.8	\$ —	\$ —
Other long-term obligations	\$ 156.1	\$ 154.4	\$ —	\$ 36.4	\$ 118.0
Other liabilities	\$ 9.9	\$ 9.6	\$ —	\$ 2.4	\$ 7.2
Puts and calls related to certain Barstool shares	\$ 0.4	\$ 0.4	\$ —	\$ 0.4	\$ —

The following table summarizes the changes in fair value of our Level 3 assets and liabilities measured on a recurring basis:

(in millions)	Other Assets and Liabilities
<b>Balance as of January 1, 2021</b>	\$ 7.3
Additions	75.5
Interest	17.9
Payments	( 1.7 )
Included in earnings <sup>(1)</sup>	1.9
<b>Balance as of December 31, 2021</b>	100.9
Interest	27.6
Payments	( 2.7 )
Included in loss <sup>(1)</sup>	( 0.6 )
<b>Balance as of December 31, 2022</b>	125.2
Additions	90.0
Interest	36.1
Payments	( 2.9 )
Included in loss and other comprehensive loss <sup>(1)(2)</sup>	6.1
<b>Balance as of December 31, 2023</b>	<u>\$ 254.5</u>

(1) The expense is included in "General and administrative" within our Consolidated Statements of Operations.

(2) Includes unrealized gains and losses on debt securities within our Consolidated Statements of Comprehensive Income (Loss).

The following table sets forth the assets measured at fair value on a non-recurring basis as of December 31, 2023 and 2022.

<i>(in millions)</i>	Valuation Date	Valuation Technique	Level 1	Level 2	Level 3	Total Balance	Total Reduction in Fair Value Recorded
Goodwill	10/1/2023	Discounted cash flow and market approach	\$ —	\$ —	\$ —	\$ —	\$ 30.0
Gaming licenses	10/1/2023	Discounted cash flow	\$ —	\$ —	\$ 130.0	\$ 130.0	\$ 100.6
Gaming licenses	10/1/2022	Discounted cash flow	\$ —	\$ —	\$ 74.0	\$ 74.0	\$ 13.6
Goodwill <sup>(1)</sup>	9/30/2022	Discounted cash flow and market approach	\$ —	\$ —	\$ 30.0	\$ 30.0	\$ 37.4
Gaming licenses <sup>(1)</sup>	9/30/2022	Discounted cash flow	\$ —	\$ —	\$ 101.0	\$ 101.0	\$ 65.4

(1) During the third quarter of 2022, we identified an indicator of impairment on our goodwill and other intangible assets. See [Note 9, "Goodwill and Other Intangible Assets"](#) for more information.

The following table summarizes the significant unobservable inputs used in calculating fair value for our Level 3 assets and liabilities on a recurring basis as of December 31, 2023:

	Valuation Technique	Unobservable Input	Discount Rate
Available-for-sale debt securities	Discounted cash flow	Discount rate	35.0 %
Other long-term obligation	Discounted cash flow	Discount rate	27.0 %
Contingent purchase price - Plainridge Park Casino	Discounted cash flow	Discount rate	6.7 %

As discussed in [Note 9, "Goodwill and Other Intangible Assets,"](#) we recorded impairment on our goodwill at the Greektown reporting unit and on our gaming licenses associated with Greektown, PNRC, and Ameristar East Chicago, which are indefinite-lived intangible assets, as a result of our 2023 annual assessment for impairment. Additionally, we recorded impairments on our goodwill and gaming licenses associated with Greektown as a result of the third quarter of 2022 interim assessment for impairment. Our annual assessment for impairment as of October 1, 2022 resulted in an additional impairment charge associated with our gaming license at PNRC. The following table presents quantitative information about the significant unobservable inputs used in the fair value measurements of other indefinite-lived intangible assets as of the valuation date below:

<i>(in millions)</i>	Fair Value	Valuation Technique	Unobservable Input	Range or Amount
<b>As of December 31, 2023</b>				
Gaming licenses	\$ 130.0	Discounted cash flow	Discount rate	12.5 % - 13.0 %
			Long-term revenue growth rate	2.0 %
<b>As of December 31, 2022</b>				
Gaming licenses	\$ 74.0	Discounted cash flow	Discount rate	13.0 %
			Long-term revenue growth rate	2.0 %
<b>As of September 30, 2022</b>				
Gaming licenses	\$ 101.0	Discounted cash flow	Discount rate	13.0 %
			Long-term revenue growth rate	2.0 %

#### Note 20—Related Party Transactions

The Company currently leases executive office buildings in Wyomissing, Pennsylvania from affiliates of its chairman emeritus of the Board of Directors. Rent expense was \$ 1.1 million, \$ 1.1 million, and \$ 1.2 million for the years ended December 31, 2023, 2022, and 2021, respectively. One lease was renewed in the prior year and will expire in December 2025. The other long-term lease will expire in August 2026. The remaining lease, which had been previously on a month-to-month basis, was terminated as of December 31, 2021. The future minimum lease commitments relating to these leases as of December 31, 2023 are \$ 1.9 million.

## **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

### **ITEM 9A. CONTROLS AND PROCEDURES**

#### ***Disclosure Controls and Procedures***

The Company's management, under the supervision and with the participation of our principal executive officer and principal financial officer, evaluated the effectiveness of the Company's disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of December 31, 2023, which is the end of the period covered by this Annual Report on Form 10-K. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well-designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on this evaluation, our principal executive officer and principal financial officer concluded that the Company's disclosure controls and procedures were effective as of December 31, 2023 to ensure that information required to be disclosed by the Company in reports we file or submit under the Exchange Act is (i) recorded, processed, summarized, evaluated and reported, as applicable, within the time periods specified in the United States Securities and Exchange Commission's rules and forms and (ii) accumulated and communicated to the Company's management, including the Company's principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosures.

#### ***Management's Report on Internal Control Over Financial Reporting***

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)). Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management assessed the effectiveness of our internal control over financial reporting, and concluded that it was effective as of December 31, 2023. In making this assessment, we used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in Internal Control—Integrated Framework (2013 framework).

Deloitte & Touche LLP (PCAOB ID No. 34), the Company's independent registered public accounting firm that audited the Consolidated Financial Statements for the year ended December 31, 2023, issued an attestation report on the Company's internal control over financial reporting which immediately follows this report.

#### ***Changes in Internal Control Over Financial Reporting***

There have been no changes in our internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) that occurred during the fiscal quarter ended December 31, 2023, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of PENN Entertainment, Inc.

### Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of PENN Entertainment, Inc. and subsidiaries (the "Company") as of December 31, 2023, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control - Integrated Framework (2013) issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2023, of the Company and our report dated February 22, 2024, expressed an unqualified opinion on those financial statements.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Philadelphia, Pennsylvania

February 22, 2024

## ITEM 9B. OTHER INFORMATION

### Rule 10b5-1 Trading Plans

During the three months ended December 31, 2023, none of the Company's directors or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of the Company's securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement."

### Credit Agreement Amendment

On February 15, 2024 (the "Amendment Effective Date"), PENN entered into a First Amendment (the "Amendment Agreement") with its various lenders amending its Amended Credit Facilities (as amended, amended and restated, supplemented, or otherwise modified from time to time prior to the Amendment Effective Date, the "Existing Credit Agreement"). The Amendment Agreement amends the Existing Credit Agreement to provide that, during the period beginning on the Amendment Effective Date and ending on the earlier of (i) the date that is two business days after the date on which the Company delivers a covenant relief period termination notice to the administrative agent and (ii) the date on which the administrative agent receives a compliance certificate for the quarter ending December 31, 2024 (the "Covenant Relief Period"), the Company will make an adjustment to exclude specified amounts of Interactive segment Adjusted EBITDAR (as defined in [Note 18, "Segment Information"](#) in the notes to our Consolidated Financial Statements) in its calculations to comply with the maximum total net leverage ratio or minimum interest coverage ratio (as such terms are defined in the Second Amended and Restated Credit Agreement, as defined in [Note 11, "Long-term Debt"](#) in the notes to our Consolidated Financial Statements). We will continue to be required to maintain specified financial ratios and to satisfy certain financial tests when our Covenant Relief Period terminates after December 31, 2024.

The foregoing description of the Amendment Agreement is qualified in its entirety by reference to the Amendment Agreement, a copy of which is filed herewith as Exhibit 10.17 and incorporated herein by reference.

### Executive Employment Agreement

The Company entered into a new employment agreement with its Executive Vice President and Chief Financial Officer, Felicia Hendrix, on February 19, 2024 (the "Executive Agreement"). The Executive Agreement supersedes Ms. Hendrix's prior executive agreement (scheduled to expire on February 22, 2024), is effective as of January 1, 2024, and terminates on January 1, 2027 (the "Term") unless terminated earlier by either party. The Executive Agreement provides that, effective January 1, 2024, Ms. Hendrix's annual base salary will be \$900,000 and her target annual bonus will be 125% of her base salary.

In the event Ms. Hendrix's employment is terminated without cause (as defined in the Executive Agreement), or Ms. Hendrix resigns for good reason (as defined in the Executive Agreement), or the Executive Agreement is not renewed at the end of the Term, Ms. Hendrix will be entitled to (i) severance payments equal to the sum of (a) two times her annual base salary, and (b) one and one half times her target annual bonus (or two times her target annual bonus if the termination occurs within twenty-four months following a change of control), and (ii) pro rata annual bonus for the fiscal year in which the termination occurs.

Prior to receipt of any severance payments, Ms. Hendrix must execute a general release in favor of the Company and its affiliates.

The Executive Agreement also contains customer confidentiality, non-competition and non-solicitation provisions. Ms. Hendrix has agreed not to disclose or use the Company's confidential information and not to compete with the Company for a period of (i) twelve months following the termination date if she is terminated in a manner in which no severance is paid or (ii) twenty-four months following the termination date if she receives severance. Ms. Hendrix has agreed not to solicit or hire an executive or management level employee of the Company or its affiliates for a period of 18 months following termination of the Executive Agreement.

The foregoing summary of the material terms of the Executive Agreement is qualified in its entirety by reference to the full text of the Executive Agreement, a copy of which is attached hereto as Exhibit 10.6 and incorporated herein by reference.

## ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS.

Not applicable.

## PART III

## ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item concerning directors and corporate governance is hereby incorporated by reference to the Company's definitive proxy statement for its Annual Meeting of Shareholders (the "2024 Proxy Statement"), to be filed with the U.S. Securities and Exchange Commission within 120 days after December 31, 2023, pursuant to Regulation 14A under the Securities Act. Information required by this item concerning executive officers is included in Part I of this Annual Report on Form 10-K.

## ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is hereby incorporated by reference to the 2024 Proxy Statement.

## ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDERS MATTERS

The information required by this item is hereby incorporated by reference to the 2024 Proxy Statement.

## ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this item is hereby incorporated by reference to the 2024 Proxy Statement.

## ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item is hereby incorporated by reference to the 2024 Proxy Statement.

## PART IV

## ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

### (a) 1. Financial Statements.

The following is a list of the Consolidated Financial Statements of the Company and its subsidiaries and supplementary data included herein under item 8 of Part II of this report, "Financial Statements and Supplementary Data.":

	<b>Page</b>
<a href="#">Report of Independent Registered Public Accounting Firm</a> (PCAOB ID No. 34 )	<a href="#">55</a>
<a href="#">Consolidated Balance Sheets as of December 31, 2023 and 2022</a>	<a href="#">59</a>
<a href="#">Consolidated Statements of Operations for the years ended December 31, 2023, 2022, and 2021</a>	<a href="#">60</a>
<a href="#">Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2023, 2022, and 2021</a>	<a href="#">61</a>
<a href="#">Consolidated Statements of Changes in Stockholders' Equity for the years ended December 31, 2023, 2022, and 2021</a>	<a href="#">62</a>
<a href="#">Consolidated Statements of Cash Flows for the years ended December 31, 2023, 2022, and 2021</a>	<a href="#">63</a>
<a href="#">Notes to Consolidated Financial Statements</a>	<a href="#">65</a>

### 2. Financial Statement Schedules.

All schedules have been omitted because they are not applicable, or not required, or because the required information is included in the Consolidated Financial Statements or notes thereto.

### 3. Exhibits, Including Those Incorporated by Reference.

The exhibits to this Report are listed on the accompanying index to exhibits and are incorporated herein by reference or are filed as part of this annual report on Form 10-K.

**ITEM 16. FORM 10-K SUMMARY**

We have elected not to disclose the optional summary information.

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
2.1††	<a href="#">Stock Purchase Agreement by and among Penn National Gaming, Inc., Barstool Sports, Inc., TCG XII, LLC, TCG Digital Spots, LLC and the Individuals Set Forth on Schedule A, dated as of January 28, 2020 is hereby incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on January 29, 2020. (SEC File No. 000-24206)</a>
2.2††	<a href="#">Purchase Agreement by and among Tropicana Las Vegas, Inc., Penn National Gaming, Inc., GLP Capital, L.P., Gold Merger Sub, LLC, PA Meadows, LLC, Tropicana LV LLC and, solely for the purposes set forth therein, Gaming and Leisure Properties, Inc., dated as of April 16, 2020 is hereby incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on April 20, 2020. (SEC File No. 000-24206)</a>
2.3††	<a href="#">Arrangement Agreement by and among Penn National Gaming, Inc., 1317774 B.C. LTD. and Score Media and Gaming Inc., dated as of August 4, 2021 is hereby incorporated by reference to Exhibit 2.1 to the Company's Current Report of Form 8-K filed on August 5, 2021. (SEC File No. 000-24206)</a>
3.1	<a href="#">Second Amended and Restated Articles of Incorporation of Penn National Gaming, Inc., filed with the Pennsylvania Department of State on October 15, 1996, as amended by the Articles of Amendments to the Amended and Restated Articles of Incorporation filed with the Pennsylvania Department of State on November 13, 1996, July 23, 2001 and December 28, 2007 and the Statement with Respect to Shares of Series C Convertible Preferred Stock of Penn National Gaming, Inc. dated as of January 17, 2013, and the Statement with Respect to Shares of Series D Convertible Preferred Stock of Penn National Gaming, Inc. dated as of February 19, 2020, and as further amended and restated by the Second Amended and Restated Articles of Incorporation of Penn National Gaming, Inc. filed with the Pennsylvania Department of State on June 17, 2021 is hereby incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed on June 21, 2021. (SEC File No. 000-24206)</a>
3.1(a)	<a href="#">Articles of Amendment to its Second Amended and Restated Articles of Incorporation, effective August 4, 2022, is hereby incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2022. (SEC File No. 000-24206)</a>
3.2	<a href="#">Fourth Amended and Restated Bylaws of Penn National Gaming, Inc., as amended on May 28, 2019, is hereby incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on May 31, 2019. (SEC File No. 000-24206)</a>
3.2(a)	<a href="#">Amendment to Fourth Amended and Restated Bylaws of the Company, effective August 4, 2022, is hereby incorporated by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2022. (SEC File No. 000-24206)</a>
3.3	<a href="#">Statement with Respect to Shares of Series D Convertible Preferred Stock of Penn National Gaming, Inc. is hereby incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on February 19, 2020. (SEC File No. 000-24206)</a>
3.4	<a href="#">Specimen certificate for shares of Common Stock, par value of \$.01 per share, for Penn National Gaming, Inc. is hereby incorporated by reference to Exhibit 3.6 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2003. (SEC File No. 000-24206)</a>
4.1	<a href="#">Indenture, dated as of January 19, 2017 between Penn National Gaming, Inc. and Wells Fargo Bank, N.A., as Trustee, relating to the 5.625% Senior Notes due 2027 is hereby incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on January 20, 2017. (SEC File No. 000-24206)</a>
4.1(a)	<a href="#">Form of Note for 5.625% Senior Notes due 2027 is hereby incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on January 20, 2017. (SEC File No. 000-24206)</a>
4.2	<a href="#">Indenture, dated as of May 14, 2020 between Penn National Gaming, Inc. and Wells Fargo Bank, National Association, as Trustee, is hereby incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on May 14, 2020. (SEC File No. 000-24206)</a>

Exhibit Number	Description of Exhibit
4.2(a)	<a href="#">First Supplemental Indenture, dated as of May 14, 2020 between Penn National Gaming, Inc. and Wells Fargo Bank, National Association, as Trustee, is hereby incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 14, 2020. (SEC File No. 000-24206)</a>
4.2(b)	<a href="#">Form of Note representing the 2.75% Convertible Senior Notes due 2026 is hereby incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 14, 2020. (SEC File No. 000-24206)</a>
4.3	<a href="#">Description of Securities is hereby incorporated by reference to Exhibit 4.4 to the Company's Annual Report on Form 10-K for the year ended December 31, 2019. (SEC File No. 000-24206)</a>
4.4	<a href="#">Indenture, dated as of July 1, 2021, between Penn National Gaming, Inc. and Wells Fargo Bank, National Association as Trustee, relating to the 4.125% Senior Notes due 2029 is hereby incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on July 1, 2021. (SEC File No. 000-24206)</a>
4.4(a)	<a href="#">Form of Note for 4.125% Senior Notes due 2029 is hereby incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on July 1, 2021. (SEC File No. 000-24206)</a>
4.5††	<a href="#">Investment Agreement, dated as of August 8, 2023, by and between PENN Entertainment, Inc. and ESPN, Inc., incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on August 8, 2023. (SEC File No. 000-24206).</a>
4.6	<a href="#">Form of Warrant, incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on August 8, 2023. (SEC File No. 000-24206).</a>
4.7	<a href="#">Registration Rights Agreement, dated as of August 8, 2023, by and between PENN Entertainment, Inc. and ESPN, Inc., incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K filed on August 8, 2023. (SEC File No. 000-24206).</a>
10.1†	<a href="#">Penn National Gaming, Inc. Deferred Compensation Plan , as amended and restated effective April 4, 2013, as amended by those certain amendments effective November 1, 2013, October 1, 2015, January 1, 2017, April 1, 2020 and October 1, 2020, respectively, is hereby incorporated by reference to Exhibit 10.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020. (SEC File No. 000-24206)</a>
10.2†	<a href="#">Penn National Gaming, Inc. 2008 Long Term Incentive Compensation Plan, as amended is hereby incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2017. (SEC File No. 000-24206)</a>
10.2(a)†	<a href="#">Form of Non-Qualified Stock Option Certificate for the Penn National Gaming, Inc. 2008 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.33 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008. (SEC File No. 000-24206)</a>
10.3†	<a href="#">Penn National Gaming, Inc. Amended and Restated 2018 Long Term Incentive Compensation Plan, is hereby incorporated by reference to Exhibit B to the Company's definitive Proxy Statement filed April 23, 2021. (SEC File No. 000-24206)</a>
10.3(a)†	<a href="#">Form of Non-Qualified Stock Option Certificate for the Penn National Gaming, Inc. Amended and Restated 2018 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.4 to the Company's Registration Statement on Form S-8 filed on August 8, 2018. (SEC File No. 000-24206)</a>
10.3(b)†	<a href="#">Penn National Gaming, Inc. Performance Share Program II under the Penn National Gaming, Inc. Amended and Restated 2018 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 21, 2019. (SEC File No. 000-24206)</a>
10.3(c)†	<a href="#">Form of Notice of Performance Award Terms and Criteria under the Performance Share Programs pursuant to the Penn National Gaming, Inc. Amended and Restated 2018 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.10 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2020. (SEC File No. 000-24206)</a>



Exhibit Number	Description of Exhibit
10.3(d)†	<a href="#">Form of Electronic Non-Qualified Stock Option Award Agreement under the Penn National Gaming, Inc. Amended and Restated 2018 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.3(h) to the Company's Annual Report on Form 10-K for the year ended December 31, 2019. (SEC File No. 000-24206)</a>
10.3(e)†	<a href="#">Form of Electronic Restricted Stock Award Agreement (2020) under the Penn National Gaming, Inc. Amended and Restated 2018 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.3(i) to the Company's Annual Report on Form 10-K for the year ended December 31, 2019. (SEC File No. 000-24206)</a>
10.3(f)†	<a href="#">Form of Electronic Phantom Stock Unit Award Agreement (cash settled) (2020) under the Penn National Gaming, Inc. Amended and Restated 2018 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.3(j) to the Company's Annual Report on Form 10-K for the year ended December 31, 2019. (SEC File No. 000-24206)</a>
10.3(g)†	<a href="#">Form of Electronic Phantom Stock Unit Award Agreement (stock settled) (2020) under the Penn National Gaming, Inc. Amended and Restated 2018 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.3(k) to the Company's Annual Report on Form 10-K for the year ended December 31, 2019. (SEC File No. 000-24206)</a>
10.3(h)†	<a href="#">Form of Electronic Stock Appreciation Right Award Agreement (2020) under the Penn National Gaming, Inc. Amended and Restated 2018 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.3(l) to the Company's Annual Report on Form 10-K for the year ended December 31, 2019. (SEC File No. 000-24206)</a>
10.3(i)†	<a href="#">Form of Electronic Restricted Stock Unit Award Agreement (2020) under the Penn National Gaming, Inc. Amended and Restated 2018 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.3(m) to the Company's Annual Report on Form 10-K for the year ended December 31, 2019. (SEC File No. 000-24206)</a>
10.3(j)†	<a href="#">Restricted Stock Award Agreement by and between Jay Snowden and Penn National Gaming, Inc., dated as of April 12, 2021 is hereby incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2021. (SEC File No. 000-24206)</a>
10.3(k)†	<a href="#">Restricted Stock Unit Award Agreement by and between Jay Snowden and Penn National Gaming, Inc., dated as of April 12, 2021 is hereby incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2021. (SEC File No. 000-24206)</a>
10.4†	<a href="#">Penn National Gaming, Inc. 2022 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 10, 2022. (SEC File No. 000-24206)</a>
10.4(a)†	<a href="#">Form of Restricted Stock Unit Award Agreement (Stock-Settled) for the Penn National Gaming, Inc. 2022 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.2 to the Company's Registration Statement on Form S-8 filed on June 15, 2022. (SEC File No. 000-24206)</a>
10.4(b)†	<a href="#">Form of Restricted Stock Unit Award Agreement (Cash-Settled) for the Penn National Gaming, Inc. 2022 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.3 to the Company's Registration Statement on Form S-8 filed on June 15, 2022. (SEC File No. 000-24206)</a>
10.4(c)†	<a href="#">Form of Performance Unit Award Agreement for the Penn National Gaming, Inc. 2022 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.4 to the Company's Registration Statement on Form S-8 filed on June 15, 2022. (SEC File No. 000-24206)</a>
10.4(d)†	<a href="#">Form of Restricted Stock Award Agreement for the Penn National Gaming, Inc. 2022 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.5 to the Company's Registration Statement on Form S-8 filed on June 15, 2022. (SEC File No. 000-24206)</a>
10.4(e)†	<a href="#">Form of Non-Qualified Stock Option Award Agreement for the Penn National Gaming, Inc. 2022 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.6 to the Company's Registration Statement on Form S-8 filed on June 15, 2022. (SEC File No. 000-24206)</a>

Exhibit Number	Description of Exhibit
10.4(f)†	<a href="#">Form of Stock Appreciation Right Award Agreement for the Penn National Gaming, Inc. 2022 Long Term Incentive Compensation Plan is hereby incorporated by reference to Exhibit 10.7 to the Company's Registration Statement on Form S-8 filed on June 15, 2022. (SEC File No. 000-24206)</a>
10.5†	<a href="#">Executive Agreement, dated November 2, 2022, between PENN Entertainment, Inc. and Jay Snowden is hereby incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2022. (SEC File No. 000-24206)</a>
10.6†*	<a href="#">Executive Agreement, dated February 19, 2024, between PENN Entertainment, Inc. and Felicia Hendrix.</a>
10.7†	<a href="#">Executive Agreement, dated November 2, 2022, between PENN Entertainment, Inc. and Todd George is hereby incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2022. (SEC File No. 000-24206)</a>
10.8†	<a href="#">Executive Agreement, dated October 11, 2021, between Penn National Gaming, Inc. and Christine LaBombard is hereby incorporated by reference to Exhibit 10.11 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022. (SEC File No. 000-24206)</a>
10.9†	<a href="#">Executive Agreement, dated March 10, 2022, between PENN Entertainment, Inc. and Christopher Rogers is hereby incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2022. (SEC File No. 000-24206)</a>
10.10	<a href="#">Lease Agreement, dated March 31, 1995 between Wyomissing Professional Center III, LP and Penn National Gaming, Inc., as amended by certain amendments dated April 15, 1997, October 30, 1997, April 23, 1998, November 16, 1999, August 21, 2000, April 5, 2005, November 20, 2007, May 25, 2012, May 12, 2021, and November 10, 2022 is hereby incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022. (SEC File No. 000-24206)</a>
10.11	<a href="#">Lease, dated January 30, 2002 between Wyomissing Professional Center II, LP and Penn National Gaming, Inc. as amended by certain amendments dated May 23, 2002, December 4, 2002, January 29, 2003, October 19, 2010, May 25, 2012, September 1, 2017, and May 12, 2021, respectively, is hereby incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021. (SEC File No. 000-24206)</a>
10.12††	<a href="#">Master Lease between GLP Capital L.P. and Penn Tenant LLC dated November 1, 2013 ("PENN Master Lease") is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed on November 7, 2013. (SEC File No. 000-24206)</a>
10.12(a)	<a href="#">First Amendment to the PENN Master Lease is hereby incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2014. (SEC File No. 000-24206)</a>
10.12(b)	<a href="#">Second Amendment to the PENN Master Lease is hereby incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2014. (SEC File No. 000-24206)</a>
10.12(c)	<a href="#">Third Amendment to the PENN Master Lease is hereby incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2016. (SEC File No. 000-24206)</a>
10.12(d)	<a href="#">Fourth Amendment to the PENN Master Lease is hereby incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2017. (SEC File No. 000-24206)</a>
10.12(e)	<a href="#">Fifth Amendment to the PENN Master Lease is hereby incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2018. (SEC File No. 000-24206)</a>

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
10.12(f)	<a href="#">Sixth Amendment to the PENN Master Lease is hereby incorporated by reference to Exhibit 10.16 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended on September 30, 2018. (SEC File No. 000-24206)</a>
10.12(g)	<a href="#">Seventh Amendment to the PENN Master Lease is hereby incorporated by reference to Exhibit 10.17 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended on September 30, 2018. (SEC File No. 000-24206)</a>
10.12(h)	<a href="#">Eighth Amendment to the PENN Master Lease is hereby incorporated by reference to Exhibit 10.28(h) to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2018. (SEC File No. 000-24206)</a>
10.12(i)	<a href="#">Ninth Amendment to the Penn Master Lease is hereby incorporated by reference to Exhibit 10.14(i) to the Company's Annual Report on Form 10-K for the year ended December 31, 2021. (SEC File No. 000-24206)</a>
10.13††	<a href="#">Master Lease, dated April 28, 2016, by and between PNK Entertainment, Inc. and Pinnacle Entertainment, Inc. ("PNK Master Lease") is hereby incorporated by reference to Exhibit 2.2 to Pinnacle Entertainment, Inc.'s Current Report on Form 8-K filed on April 28, 2016. (SEC File No. 001-37666)</a>
10.13(a)	<a href="#">First Amendment to PNK Master Lease, dated August 29, 2016, by and between Pinnacle MLS, LLC and Gold Merger Sub, LLC is hereby incorporated by reference to Exhibit 2.3 to Pinnacle Entertainment, Inc.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2016. (SEC File No. 001-37666)</a>
10.13(b)	<a href="#">Second Amendment to PNK Master Lease, dated October 25, 2016, by and between Pinnacle MLS, LLC and Gold Merger Sub, LLC is hereby incorporated by reference to Exhibit 2.4 to Pinnacle Entertainment, Inc.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2016. (SEC File No. 001-37666)</a>
10.13(c)	<a href="#">Third Amendment to PNK Master Lease, dated March 24, 2017, by and between Pinnacle MLS, LLC and Gold Merger Sub, LLC is hereby incorporated by reference to Exhibit 10.1 to Pinnacle Entertainment, Inc.'s Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2017. (SEC File No. 001-37666)</a>
10.13(d)	<a href="#">Fourth Amendment to PNK Master Lease, dated as of October 15, 2018, by and between Pinnacle MLS, LLC and Gold Merger Sub, LLC is hereby incorporated by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K filed on October 15, 2018. (SEC File No. 000-24206)</a>
10.13(e)	<a href="#">Fifth Amendment to PNK Master Lease, dated as of January 14, 2022, by and between Pinnacle MLS, LLC and Gold Merger Sub, LLC is hereby incorporated by reference to Exhibit 10.15(e) to the Company's Annual Report on Form 10-K for the year ended December 31, 2021. (SEC File No. 000-24206)</a>
10.14	<a href="#">Guarantee of PNK Master Lease, dated as of October 15, 2018, by Penn National Gaming, Inc. is hereby incorporated by reference to Exhibit 10.7 to the Company's Current Report on Form 8-K filed on October 15, 2018. (SEC File No. 000-24206)</a>
10.15††	<a href="#">Lease, dated as of April 16, 2020, by and between Tropicana Land LLC and Tropicana Las Vegas, Inc. is hereby incorporated by reference to Exhibit 2.2 to the Company's Current Report on Form 8-K filed on April 20, 2020. (SEC File No. 000-24206)</a>
10.16††	<a href="#">Second Amended and Restated Credit Agreement, dated as of May 3, 2022, by and among Penn National Gaming, Inc., as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto, Bank of America, N.A., as administrative agent and as collateral agent., is hereby incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2022. (SEC File No. 000-24206)</a>
10.17*	<a href="#">First Amendment, dated as of February 15, 2024, by and among PENN Entertainment, Inc., the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as administrative agent and collateral agent.</a>

Exhibit Number	Description of Exhibit
10.18	<a href="#">Lottery Gaming Facility Management Contract dated August 25, 2009 between the Kansas Lottery and Kansas Entertainment, LLC is hereby incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed on February 19, 2010. (SEC File No. 000-24206)</a>
10.19	<a href="#">Binding Term Sheet, dated as of October 9, 2022, by and among PENN Entertainment, Inc. and Gaming and Leisure Properties, Inc. is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 11, 2022. (SEC File No. 000-24206)</a>
10.20	<a href="#">Amended and Restated PENN Master Lease, dated January 1, 2023, by and among PENN Tenant, LLC and Gaming and Leisure Properties, Inc. is hereby incorporated by reference to Exhibit 10.22 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022. (SEC File No. 000-24206).</a>
10.21	<a href="#">2023 Master Lease, dated January 1, 2023, by and among PENN Tenant, LLC and Gaming and Leisure Properties, Inc. is hereby incorporated by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022. (SEC File No. 000-24206).</a>
10.22†	<a href="#">PENN Entertainment, Inc. 2022 Long Term Incentive Compensation Plan, as amended, is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 9, 2023. (SEC File No. 000-24206).</a>
10.23†	<a href="#">Form of Restricted Stock Unit Award Agreement (Stock-Settled) for the PENN Entertainment, Inc. 2022 Long Term Incentive Compensation Plan, as amended is hereby incorporated by reference to Exhibit 10.2 to the Company's Registration Statement on Form S-8 filed on June 16, 2023. (SEC File No. 000-24206).</a>
10.24†	<a href="#">Form of Restricted Stock Unit Award Agreement (Cash-Settled) for the PENN Entertainment, Inc. 2022 Long Term Incentive Compensation Plan, as amended is hereby incorporated by reference to Exhibit 10.3 to the Company's Registration Statement on Form S-8 filed on June 16, 2023. (SEC File No. 000-24206).</a>
10.25†	<a href="#">Form of Performance Unit Award Agreement for the PENN Entertainment, Inc. 2022 Long Term Incentive Compensation Plan, as amended is hereby incorporated by reference to Exhibit 10.4 to the Company's Registration Statement on Form S-8 filed on June 16, 2023. (SEC File No. 000-24206).</a>
10.26†	<a href="#">Form of Restricted Stock Award Agreement for the PENN Entertainment, Inc. 2022 Long Term Incentive Compensation Plan, as amended is hereby incorporated by reference to Exhibit 10.5 to the Company's Registration Statement on Form S-8 filed on June 16, 2023. (SEC File No. 000-24206).</a>
10.27†	<a href="#">Form of Non-Qualified Stock Option Award Agreement for the PENN Entertainment, Inc. 2022 Long Term Incentive Compensation Plan, as amended is hereby incorporated by reference to Exhibit 10.6 to the Company's Registration Statement on Form S-8 filed on June 16, 2023. (SEC File No. 000-24206).</a>
10.28†	<a href="#">Form of Stock Appreciation Right Award Agreement for the PENN Entertainment, Inc. 2022 Long Term Incentive Compensation Plan, as amended is hereby incorporated by reference to Exhibit 10.7 to the Company's Registration Statement on Form S-8 filed on June 16, 2023. (SEC File No. 000-24206).</a>
21.1*	<a href="#">Subsidiaries of the Registrant.</a>
23.1*	<a href="#">Consent of Deloitte &amp; Touche LLP, Independent Registered Public Accounting Firm.</a>
31.1*	<a href="#">CEO Certification pursuant to rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934.</a>
31.2*	<a href="#">PFO Certification pursuant to rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934.</a>
32.1**	<a href="#">CEO Certification pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of The Sarbanes- Oxley Act of 2002.</a>
32.2**	<a href="#">PFO Certification pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of The Sarbanes-Oxley Act of 2002.</a>
97.1*	<a href="#">Executive Incentive Compensation Recoupment Policy.</a>
99.1*	<a href="#">Description of Governmental Regulation.</a>

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Inline XBRL File (included in Exhibit 101)
*	Filed herewith.
**	Furnished herewith.
†	Management contract or compensatory plan or arrangement.
††	Annexes, schedules and/or exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. PENN Entertainment, Inc. agrees to furnish supplementally a copy of any omitted attachment to the SEC on a confidential basis upon request.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: February 22, 2024	PENN ENTERTAINMENT, INC. _____ /s/ Jay A. Snowden Jay A. Snowden <i>Chief Executive Officer and President</i>
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Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
_____ /s/ Jay A. Snowden Jay A. Snowden	Chief Executive Officer, President and Director (Principal Executive Officer)	February 22, 2024
_____ /s/ Felicia R. Hendrix Felicia R. Hendrix	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 22, 2024
_____ /s/ Christine LaBombard Christine LaBombard	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 22, 2024
_____ /s/ David A. Handler David A. Handler	Director, Chairman of the Board	February 22, 2024
_____ /s/ Vimla Black-Gupta Vimla Black-Gupta	Director	February 22, 2024
_____ /s/ John M. Jacquemin John M. Jacquemin	Director	February 22, 2024
_____ /s/ Marla Kaplowitz Marla Kaplowitz	Director	February 22, 2024
_____ /s/ Ronald J. Naples Ronald J. Naples	Director	February 22, 2024
_____ /s/ Saul V. Reibstein Saul V. Reibstein	Director	February 22, 2024
_____ /s/ Jane Scaccetti Jane Scaccetti	Director	February 22, 2024
_____ /s/ Barbara Z. Shattuck Kohn Barbara Z. Shattuck Kohn	Director	February 22, 2024

**EXECUTIVE AGREEMENT**

This EXECUTIVE AGREEMENT (this "Agreement") is entered into on this 19th day of February 2024 and effective as of January 1, 2024 ("Effective Date"), by PENN Entertainment, Inc., a Pennsylvania corporation (the "Company"), and the senior executive who has executed this Agreement below ("Executive").

WHEREAS, each of the parties wishes to enter into this Agreement, the terms of which are intended to be in compliance with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A," see also Section 23 hereof).

NOW, THEREFORE, the parties, in exchange for the mutual promises described herein and other good and valuable consideration and intending to be legally bound, agree as follows:

1. Termination of Earlier Agreement The Company and Executive hereby agree to extend Executive's employment beyond the term of her current employment agreement ("Earlier Agreement") in the manner described herein. Effective on the Effective Date, the Earlier Agreement will be deemed terminated and superseded by this Agreement.

2. Terms of Employment

(a) Term. The term of this Agreement shall begin on the Effective Date and shall terminate on the earlier of January 1, 2027 ("Term") or the termination of Executive's employment with the Company; provided, however, notwithstanding anything in this Agreement to the contrary, Sections 7 through 25 shall survive until the expiration of any applicable time periods set forth in Sections 7, 8 and 9.

(b) Position and Duties. (i) During the Term, Executive shall (A) serve as Chief Financial Officer of the Company with such duties and responsibilities as are commensurate with such positions, and (B) report to the Company's Chief Executive Officer. Executive acknowledges that she may be required to travel in connection with the performance of her duties.

(c) Compensation. Effective as of the Effective Date, (i) Executive's annualized base salary shall be \$900,000.00 (as in effect from time to time, "Base Salary") and Executive's annual target bonus shall be 125% of Base Salary ("Target Bonus"); provided that the Compensation Committee of the Board shall have discretion to increase the Base Salary during the Term.

3. Termination by the Company

(a) Termination. The Company may terminate Executive's employment at any time without Cause (as such term is defined in subsection (c) below), with Cause, or at the end of the Term by non-renewal of this Agreement.

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(b) Without Cause. The Company may terminate Executive's employment at any time without Cause (as such term is defined in subsection (c) below) by delivery of written notice to Executive, which notice shall set forth the effective date of such termination.

(c) With Cause. The Company may terminate Executive's employment at any time for Cause effective immediately upon delivery of written notice to Executive. As used herein, the term "Cause" shall mean:

- (i) Executive shall have been convicted of, or pled guilty or nolo contendere to, a criminal offense involving allegations of fraud, dishonesty or physical harm during the term of this Agreement;
- (ii) Executive is found (or is reasonably likely to be found) disqualified or not suitable to hold a casino or other gaming license by a governmental gaming authority in any jurisdiction where Executive is required to be found qualified, suitable or licensed;
- (iii) Executive breaches any significant Company policy (such as the Business Code of Conduct or the Harassment Policy) or term of this Agreement, including, without limitation, Sections 6 through 9 of this Agreement;
- (iv) Executive misappropriates corporate funds or resources as determined in good faith by the Audit Committee of the Board;
- (v) Executive's willful and continued failure to perform duties (except due to mental or physical incapacity); or
- (vi) Executive's engagement in illegal conduct or gross misconduct which is or is reasonably expected to be materially injurious to the Company or one of its affiliates;

*provided*, that, in no event shall Executive's termination be for "Cause" pursuant to any of clauses (iii), (iv), (v) or (vi), unless (x) an event or circumstance constituting "Cause" shall have occurred and the Company provides Executive with written notice thereof, and (y) Executive fails to cure the circumstance or event so identified (if curable) within fifteen (15) days after the receipt of such notice.

(d) Death. Executive's employment will terminate automatically upon Executive's death.

(e) Disability. The Company may terminate Executive's employment due to Executive's inability to perform the essential functions of Executive's job (with or without reasonable accommodation) by reason of disability, where such inability continues for a period of ninety (90) days continuously.

4. Termination by Executive.



(a) Executive may voluntarily terminate employment without Good Reason effective upon 60 days' prior written notice to the Company, in which case no severance payments or benefits shall be due.

(b) Executive may terminate employment for Good Reason, effective upon 60 days prior written notice, in which case severance payments and benefits shall be payable to the extent set forth below. As used herein, the term "Good Reason" shall mean the occurrence of any of the following events that the Company fails to cure within 10 days after receiving written notice thereof from Executive (which notice must be delivered within 30 days following the applicable event or circumstance): (i) a material reduction in Executive's authority, duties or responsibilities; (ii) any reduction in Executive's compensation or substantial reduction in Executive's benefits taken as a whole, other than any reduction of compensation or benefits of ten percent or less (A) that applies to Executive and other executives of the Company who report directly to the Chief Executive Officer of the Company and (B) that applies at a time other than the two years immediately following a Change of Control (such two-year period, the "CoC Protection Period"); (iii) any travel requirements, following a Change of Control, materially greater than Executive's travel requirements prior to the Change of Control; (iv) any Executive relocation requirement, following a Change of Control, or (v) any breach of any material term of this Agreement by the Company.

5. Severance Pay and Benefits. Subject to the terms and conditions set forth in this Agreement, if Executive's employment is terminated under Section 3(b), under Section 4(b) or by the Company's non-renewal of Executive's employment under this Agreement on substantially-similar terms, then the Company will provide Executive with the following severance pay and benefits (except in the event of a breach of the Release, as defined below); provided, for purposes of Section 409A, each payment of severance pay under this Section 5 shall be considered a separate payment:

(a) Severance. Subject to Sections 5(e) and 23:

(i) If the date of Executive's separation from service (the "Termination Date") occurs outside of the CoC Protection Period, the Company shall pay to Executive an amount equal to the sum of (A) 2 times Base Salary and (B) 1.5 times Target Bonus, with each component based on the greater of (x) the amount in effect on the Termination Date, and (y) the amount set forth in Section 2(c), with such amount payable in equal installments over the Severance Period in accordance with the Company's regular payroll procedures for similarly situated executives following the Termination Date; or

(ii) If the Termination Date occurs during the CoC Protection Period, the Company shall pay to Executive an amount equal to the product of two times the sum of Base Salary and Target Bonus, with each component based on the greatest of (x) the amount in effect on the Termination Date, (y) the amount set forth in Section 2(c) and (z) the amount in effect on the date of the Change of Control, such amount payable as follows: if the Change of Control is a 409A CoC or such payments can otherwise be made without violating Section 409A of the Code, on the 60<sup>th</sup> day following the Termination Date and otherwise, in equal installments

over the Severance Period in accordance with the Company's regular payroll procedures for similarly situated executives following the Termination Date.

(b) Pro-Rata Bonus. The Company shall pay to Executive an annual bonus for the fiscal year in which the Termination Date occurs, pro-rated to cover the portion of the fiscal year from the first day of the fiscal year through the Termination Date, (i) if the Termination Date occurs outside of the CoC Protection Period, based on actual performance, determined by the Compensation Committee of the Board, and paid to Executive on the date annual bonuses are paid to similarly-situated executives after the Termination Date, but in no event later than March 15 of the year following the year in which the Termination Date occurs, and (ii) if the Termination Date occurs during the CoC Protection Period, based on the greater of (A) the Target Bonus in effect on the Termination Date and (B) the Target Bonus in effect on the date of the Change of Control, such amount pursuant to this clause (ii) to be paid on the 60<sup>th</sup> day following the Termination Date.

(c) Continued Medical Benefits Coverage. During the twenty-four months following the Termination Date (such period, the "Severance Period"), Executive and Executive's dependents will have the opportunity under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA") to elect COBRA continuation coverage. If Employee so elects and pays for COBRA coverage in a timely manner, the Company shall reimburse Executive for the cost of purchasing COBRA coverage through the end of the Severance Period (or until such earlier date as Executive and Executive's dependents cease to receive COBRA coverage) and any such reimbursement shall be imputed as income to the Executive.

(d) Accrued and Unpaid Annual Bonus for Last Completed Fiscal Year. If the Company has not paid an annual bonus for the fiscal year preceding the year in which the Termination Date occurs, the Company shall pay to Executive an annual bonus for such year based on actual performance, determined by the Compensation Committee of the Board.

(e) Release Agreement. Executive's entitlement to any severance pay and benefit entitlements under this Section 5 is conditioned upon Executive's first entering into a release substantially in the form attached as Exhibit A ("Release") and the Release becoming effective no later than the sixtieth day following the employment termination date, which Release shall be delivered to Executive within 14 days after the Termination Date. Notwithstanding any other provision hereof, all severance payments to Executive shall be delayed until after the expiration of any applicable revocation period with respect to the release, but in the event the applicable revocation period spans two calendar years, the payments shall commence in the second calendar year. Executive also acknowledges that any severance pay under this Section 5 is subject to the Company's then current recoupment policy.

(f) No Mitigation. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive pursuant to this Section 5, and such amounts shall not be reduced whether or not the Executive obtains other employment; provided, however, that if Executive accepts any employment with the Company, or an affiliate or related entity of the Company, and becomes

reemployed by the Company or an affiliate or related entity of the Company during the Severance Period, Executive acknowledges and agrees that Employee will forfeit all future severance payments from the date on which reemployment commences. Following a Change of Control, the Company agrees to pay as incurred (within 10 days following the Company's receipt of an invoice from the Executive), to the full extent permitted by law, all legal fees and expenses that Executive may incur as a result of any contest (regardless of the outcome thereof) by the Company, the Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement).

6. No Conflicts of Interest Executive agrees that throughout the period of Executive's employment hereunder, Executive will not perform any activities or services, or accept other employment, that would materially interfere with or present a conflict of interest concerning Executive's employment with the Company. Executive agrees and acknowledges that Executive's employment is conditioned upon Executive adhering to and complying with the business practices and requirements of ethical conduct set forth in writing from time to time by the Company in its employee manual, code of conduct or similar publication. Executive represents and warrants that no other contract, agreement or understanding to which Executive is a party or may be subject to will be violated by the execution of this Agreement by Executive. Executive further agrees to not accept any position on the board of a for-profit company without the written consent of the Penn Entertainment, Inc. Chief Legal Officer or Chairman of the Board.

7. Confidentiality.

(a) Definition. "Confidential Information" means data and information relating to the business of the Company or its affiliates, (i) which the Company or its affiliates have disclosed to Executive, or of which Executive became aware as a consequence of or in the course of Executive's employment with the Company, (ii) which have value to the Company or its affiliates, and (iii) which are not generally known to its competitors. Confidential Information will not include any data or information that the Company or its affiliates have voluntarily disclosed to the public (except where Executive made or caused that public disclosure without authorization), that others have independently developed and disclosed to the public, or that otherwise enters the public domain through lawful means.

(b) Restrictions. Executive agrees to treat as confidential and will not, without the prior written approval of the Company in each instance, directly or indirectly use (other than in the performance of Executive's duties of employment with the Company or its affiliates), publish, disclose, copyright or authorize anyone else to use, publish, disclose or copyright, any Confidential Information obtained during Employee's employment with the Company or its affiliates, whether or not the Confidential Information is in written or other tangible form. This restriction will continue after the Termination Date. Executive acknowledges and agrees that the prohibitions against disclosure and use of Confidential Information recited in this section are in addition to, and not in lieu of, any rights or remedies that the Company or its affiliates may have available under applicable laws.

(c) Nothing in this Agreement or in the Release shall prohibit Executive from reporting possible violations of federal law or regulation to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of applicable federal or state law or regulation.

8. Non-Competition.

(a) As used in this Section 8, the term "Restriction Period" shall mean a period equal to: (i) the 12-month period immediately following the Termination Date if Executive's employment terminates under circumstances where Executive is not entitled to payments under Section 5 or (ii) the Severance Period if Executive's employment terminates under circumstances where Executive is entitled to payments under Section 5.

(b) During the term of this Agreement and for the duration of the Restriction Period thereafter, Executive shall not, except with the prior written consent of the Company, directly or indirectly, own, manage, operate, join, control, finance or participate in the ownership, management, operation, control or financing of, or be connected as an officer, director, employee, partner, principal, agent, representative, consultant or otherwise with, or use or permit Executive's name to be used in connection with, any Competing Business. A "Competing Business" includes any business enterprise which owns or operates, or is publicly seeking to own or operate, a gaming facility located within 150 miles of any facility in which the Company or its affiliates owns or operates or is actively seeking to own or operate a facility at such time (the "Restricted Area"). Executive acknowledges that any business which offers gaming, racing, sports wagering or internet real money / social gaming, and which markets to any customers in the Restricted Area, is a Competing Business.

(c) The foregoing restrictions shall not be construed to prohibit Executive's ownership of less than 5% of any class of securities of any corporation which is engaged in any of the foregoing businesses and has a class of securities registered pursuant to the Securities Exchange Act of 1934, provided that such ownership represents a passive investment and that neither Executive nor any group of persons including Executive in any way, either directly or indirectly, manages or exercises control of any such corporation, guarantees any of its financial obligations, otherwise takes any part in its business, other than exercising Executive's rights as a shareholder, or seeks to do any of the foregoing.

(d) Executive acknowledges that the covenants contained in Sections 7 through 9 hereof (i) are reasonable and necessary to protect the legitimate interests of the Company and its affiliates, (ii) that the duration and geographic scope of such covenants are reasonable given the nature of this Agreement and the position that Executive will hold within the Company and (iii) that the benefits provided to Executive under Section 5 are in consideration for Executive's agreement to be bound by the covenants contained in Sections 7 through 9. Executive further agrees to disclose the existence and terms of such covenants to any employer that Executive works for during the Restriction Period.

9. Non-Solicitation. Executive will not, except with the prior written consent of the Company, during the term of this Agreement and for a period of 18 months after the Termination

Date, directly or indirectly, solicit or hire, or encourage the solicitation or hiring of, any person who is, or was within a six month period prior to such solicitation or hiring, an executive or management (or higher) level employee of the Company or any of its affiliates, for any position as an employee, independent contractor, consultant or otherwise for the benefit of any entity not affiliated with the Company. Notwithstanding the foregoing, in no event will the following be a violation of this Section 9: (a) serving as a reference for any person or (b) placing a generalized advertisement (whether written, electronic or otherwise) not targeted at employees of the Company and its affiliates.

10. Property Surrender. Upon termination of Executive's employment for any reason, Executive shall immediately surrender and deliver to the Company all property that belongs to the Company, including, but not limited to, any keys, equipment, computers, phones, credit cards, disk drives and any documents, correspondence and other information, including all Confidential Information, of any type whatsoever, from the Company or any of its agents, servants, employees, suppliers, and existing or potential customers, that came into Executive's possession by any means during the course of employment.

11. Indemnification. The Company shall indemnify Executive (including advancing the costs of reasonable attorney's fees and expenses incurred by Executive) to the maximum extent permitted under applicable law for acts taken in good faith within the scope of her employment and her service as an officer or director of the Company (including for the avoidance of doubt as a witness). To the extent that the Company obtains coverage under a director and officer indemnification policy, Executive will be entitled to such coverage on a basis that is no less favorable than the coverage provided to any other officer or director of the Company. The Company shall reimburse the Executive for all legal fees incurred in connection with the negotiation of this Agreement, subject to an aggregate limit of \$30,000.

12. Reduction of Certain Payments. (a) For purposes of this Section 12: (a) a "Payment" shall mean any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of the Executive, whether paid or payable pursuant to this Agreement or otherwise; (b) "Agreement Payment" shall mean a Payment paid or payable pursuant to this Agreement (disregarding this Section 12); (c) "Net After-Tax Receipt" shall mean the Present Value of a Payment net of all taxes imposed on the Executive with respect thereto under Sections 1 and 4999 of the Code and under applicable state and local laws, determined by applying the highest marginal rate under Section 1 of the Code and under state and local laws which applied to the Executive's taxable income for the immediately preceding taxable year, or such other rate(s) as the Accounting Firm (as defined below) determined to be likely to apply to the Executive in the relevant tax year(s); (d) "Present Value" shall mean such value determined in accordance with Sections 280G(b)(2)(A)(ii) and 280G(d)(4) of the Code; and (e) "Reduced Amount" shall mean the greatest amount of Agreement Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code if the Accounting Firm determines to reduce Agreement Payments pursuant to Section 12(b).

(b) Anything in the Agreement to the contrary notwithstanding, in the event that PricewaterhouseCoopers, LLP, or such other nationally recognized certified public accounting firm as may be designated by the Executive (the "Accounting Firm") shall determine that receipt of all Payments would subject the Executive to an excise tax under Section 4999 of the Code, the Accounting Firm shall determine whether to reduce any of the Agreement Payments to the Reduced Amount. The Agreement Payments shall be reduced to the Reduced Amount only if the Accounting Firm determines that the Executive would have a greater Net After-Tax Receipt of aggregate Payments if the Agreement Payments were reduced to the Reduced Amount. If the Accounting Firm determines that the Executive would not have a greater Net After-Tax Receipt of aggregate Payments if the Executive's Agreement Payments were so reduced, the Executive shall receive all Agreement Payments to which the Executive is entitled under this Agreement.

(c) If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, the Company shall promptly give the Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Section 12 shall be binding upon the Company and the Executive and shall be made within 25 days following the Date of Termination. For purposes of reducing the Agreement Payments to the Reduced Amount, only amounts payable under this Agreement (and no other Payments) shall be reduced. The reduction of the amounts payable hereunder, if applicable, shall be made by reducing the payments and benefits under the following sections in the following order: (i) Section 5(b), (iii) Section 5(a) and (iv) Section 5(c). All fees and expenses of the Accounting Firm shall be borne solely by the Company. To the extent instructed by the Executive, in performing its calculations hereunder, the Accounting Firm shall take into account any reasonable compensation for services rendered or to be rendered by the Executive (including any non-competition covenants).

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the Commonwealth of Pennsylvania.

14. **Jurisdiction.** The parties hereby irrevocably consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be commenced, prosecuted and continued only in the state or federal courts having jurisdiction for matters arising in Wyomissing, Pennsylvania, which shall be the exclusive and only proper forum for adjudicating such a claim.

15. **Notices.** All notices and other communications required or permitted under this Agreement or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered, delivered by guaranteed next-day delivery or shall be deemed given on the third business day when mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to the Company, to:

Penn Entertainment, Inc.  
825 Berkshire Boulevard, Suite 200  
Wyomissing, Pennsylvania 19610  
Attention: Chairman of the Board (with a copy to the Chief Legal Officer)

If to Executive, to:

Executive's then current home address as provided by Executive to the Company.

or to such other names or addresses as the Company or Executive, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section 15.

16. Contents of Agreement; Amendment and Assignment. This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings with respect to thereto. This Agreement cannot be changed, modified, extended, waived or terminated except upon a written instrument signed by the party against which it is to be enforced. Executive may not assign any of Executive's rights or obligations under this Agreement. The Company shall assign its rights and obligations under this Agreement to any successor to all or substantially all of its assets or business by means of liquidation, dissolution, merger, consolidation, transfer of assets, stock transfer or otherwise.

17. Severability. If any provision of this Agreement or application thereof to anyone under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. In addition, if any court determines that any part of Sections 7, 8 or 9 hereof is unenforceable because of its duration, geographical scope or otherwise, such court will have the power to modify such provision and, in its modified form, such provision will then be enforceable.

18. Remedies. No remedy conferred upon a party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a party in exercising any right, remedy or power under this Agreement or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in its sole discretion. Executive acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by Executive

and that the Company shall be entitled to specific performance and injunctive relief as remedies for any such breach, in addition to all other remedies available at law or equity to the Company.

19. Construction. This Agreement is the result of thoughtful negotiations and reflects an arms' length bargain between two sophisticated parties, each with an opportunity to be represented by counsel. The parties agree that, if this Agreement requires interpretation, neither party should be considered "the drafter" nor be entitled to any presumption that any ambiguities are to be resolved in such party's favor.

20. Beneficiaries/References. Executive shall be entitled, to the extent permitted under any applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefit payable under this Agreement following Executive's death or incapacity by giving the Company written notice thereof. In the event of Executive's death or a judicial determination of Executive's incompetence, reference in this Agreement to Executive shall be deemed, where appropriate, to refer to Executive's beneficiary, estate or other legal representative. Except as provided in this provision or Company affiliates, no third party beneficiaries are intended.

21. Withholding. All payments under this Agreement shall be made subject to applicable tax withholding, and the Company shall withhold from any payments under this Agreement all federal, state and local taxes, as the Company is required to withhold pursuant to any law or governmental rule or regulation. Executive shall bear all expense of, and be solely responsible for, all federal, state and local taxes due with respect to any payment received under this Agreement.

22. Regulatory Compliance. The terms and provisions hereof shall be conditioned on and subject to compliance with all laws, rules, and regulations of all jurisdictions, or agencies, boards or commissions thereof, having regulatory jurisdiction over the employment or activities of Executive hereunder.

23. Section 409A. Any amounts that constitute nonqualified deferred compensation as defined in Section 409A that become payable upon a termination of employment shall be payable only if such termination of employment constitutes a separation from service (as defined in Section 409A). The payments due under this Agreement are intended to be exempt from Code Section 409A, but to the extent that such payments are not exempt, this Agreement is intended to comply with the requirements of Section 409A and shall be construed accordingly. Any payments or distributions to be made to Executive under this Agreement upon a separation from service (as defined in Section 409A) of amounts classified as "nonqualified deferred compensation" for purposes of Code Section 409A and do not satisfy an exemption from the time and form of payment requirements of Section 409A, shall in no event be made or commence until six months after such separation from service (or, if earlier, the date of Executive's death) if Executive is a specified employee (as defined in Section 409A). Each payment (including each severance installment payment) under this Agreement shall be treated as a separate payment for purposes of Code Section 409A. Any reimbursements made pursuant to this Agreement shall be paid as soon as practicable but no later than 90 days after Executive submits evidence of such expenses to the Company (which payment date shall in no event be



later than the last day of the calendar year following the calendar year in which the expense was incurred). The amount of such reimbursements during any calendar year shall not affect the benefits provided in any other calendar year, and the right to any such benefits shall not be subject to liquidation or exchange for another benefit. Notwithstanding anything herein to the contrary, the Company shall not have any liability to the Executive or to any other person if the payments and benefits provided in this Agreement that are intended to be exempt from or compliant with Code Section 409A are not so exempt or compliant. For purposes of this Agreement, "409A CoC" means a Change of Control that is also a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company as defined in Section 409A.

24. Defend Trade Secrets Act. Pursuant to the Defend Trade Secrets Act of 2016, Executive acknowledges that Executive will not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney, and may use the trade secret information in the court proceeding, if Executive (X) files any document containing the trade secret under seal, and (Y) does not disclose the trade secret, except pursuant to court order.

25. Clawback Policy. Executive acknowledges that she has reviewed the Company's Clawback Policy and agrees to be bound by it, as in effect on the date hereof, but including any changes to the policy made to comply with applicable regulatory requirements.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date first above written.

PENN ENTERTAINMENT, INC.

By: /s/ Jay Snowden  
Name: Jay Snowden  
Title: Chief Executive Officer

EXECUTIVE

/s/ Felicia R. Hendrix  
Name: Felicia Hendrix  
Title: Chief Financial Officer

## EXHIBIT A

### SEPARATION AGREEMENT AND GENERAL RELEASE

This is a Separation Agreement and General Release (hereinafter referred to as the "Agreement") between \_\_\_\_\_ (hereinafter referred to as the "Employee") and \_\_\_\_\_ and its affiliates (hereinafter referred to as the "Employer"). In consideration of the mutual promises and commitments made in this Agreement, and intending to be legally bound, Employee, on the one hand, and the Employer on the other hand, agree to the terms set forth in this Agreement.

1. Employee is party to an Executive Agreement dated [DATE] (the "Executive Agreement"). Employer and Employee hereby acknowledge that Employee's employment was terminated on [DATE].

2. (a) Following the execution of this Agreement, Employee will be entitled to the post-employment benefits and subject to the post-employment responsibilities set forth in Employee's Executive Agreement.

(b) If Employee accepts any employment with the Employer, or an affiliate or related entity of the Employer, and becomes reemployed by the Employer or an affiliate or related entity of the Employer during the Severance Period (as defined in the Executive Agreement), Employee acknowledges and agrees that Employee will forfeit all future severance payments from the date on which reemployment commences.

3. (a) When used in this Agreement, the word "Releasees" means the Employer and all or any of its past and present parent, subsidiary and affiliated corporations, members, companies, partnerships, joint ventures and other entities and their groups, divisions, departments and units, and their past and present directors, trustees, officers, managers, partners, supervisors, employees, attorneys, agents and consultants, and their predecessors, successors and assigns.

(b) When used in this Agreement, the word "Claims" means each and every claim, complaint, cause of action, and grievance, whether known or unknown and whether fixed or contingent, and each and every promise, assurance, contract, representation, guarantee, warranty, right and commitment of any kind, whether known or unknown and whether fixed or contingent.

4. In consideration of the promises of the Employer set forth in this Agreement and the Executive Agreement, and intending to be legally bound, Employee hereby irrevocably remises, releases and forever discharges all Releasees of and from any and all Claims that Employee (on behalf of either Employee or any other person or persons) ever had or now has against any and all of the Releasees, or which Employee (or Employee's heirs, executors, administrators or assigns or any of them) hereafter can, shall or may have against any and all of the Releasees, for or by reason of any cause, matter, thing, occurrence or event whatsoever through the effective date of this Agreement. Employee acknowledges and agrees that the Claims released in this paragraph include, but are not limited to, (a) any and all Claims based on

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any law, statute or constitution or based on contract or in tort on common law, and (b) any and all Claims based on or arising under any civil rights laws, such as any [STATE] employment laws, or Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), or the Federal Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.) (hereinafter referred to as the "ADEA"), and (c) any and all Claims under any grievance or complaint procedure of any kind, and (d) any and all Claims based on or arising out of or related to Employee's recruitment by, employment with, the termination of Employee's employment with, Employee's performance of any services in any capacity for, or any other arrangement or transaction with, each or any of the Releasees. Employee also understands, that by signing this Agreement, Employee is waiving all Claims against any and all of the Releasees released by this Agreement; provided, however, that as set forth in section 7 (f) (1) (c) of the ADEA, as added by the Older Workers Benefit Protection Act of 1990, nothing in this Agreement constitutes or shall (i) be construed to constitute a waiver by Employee of any rights or claims that may arise after this Agreement is executed by Employee, or (ii) impair Employee's right to file a charge with the U.S. Securities and Exchange Commission ("SEC"), the U.S. Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB") or any state agency or to participate in an investigation or proceeding conducted by the SEC, EEOC, NLRB or any state agency or as otherwise required by law. Notwithstanding the foregoing, Employee agrees to waive Employee's right to recover individual relief in any charge, complaint, or lawsuit filed by Employee or anyone on Employee's behalf, except that this does not waive the Employee's ability to obtain monetary awards from the SEC's whistleblower program. Notwithstanding anything to the contrary set forth in this Section 4, Executive does not release, waive, or discharge Releasees from (i) any Claims to seek to enforce Executive's rights under Section 5(a)-(c) of the Employment Agreement, (ii) any Claims for indemnification (including advancement of expenses) or contribution with respect to any liability incurred by Executive as a director or officer of the Company, (iii) any rights or Claims under any directors and officers insurance policy maintained by the Company [or (iv) any rights or Claims as a security holder in the Company or its affiliates or with respect to equity or equity-based compensation awards].<sup>1</sup>

5. Employee further certifies that Employee is not aware of any actual or attempted regulatory, SEC, EEOC or other legal violations by Employer and that Employee's separation is not a result of retaliation based on any legal rights or opposition to an illegal practice.

6. Employee covenants and agrees not to sue the Releasees and each or any of them for any Claims released by this Agreement and to waive any recovery related to any Claims covered by this Agreement.

7. Pursuant to the Defend Trade Secrets Act of 2016, Employee acknowledges that Employee will not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if

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<sup>1</sup> Inclusion of bracketed language subject to whether or not separation terms address treatment of then outstanding equity awards.

Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the trade secret to Employee's attorney, and may use the trade secret information in the court proceeding, if Employee (X) files any document containing the trade secret under seal, and (Y) does not disclose the trade secret, except pursuant to court order.

8. Employee agrees to provide reasonable transition assistance to Employer (including without limitation assistance on regulatory matters, operational matters and in connection with litigation) for a period of one year from the execution of this Agreement at no additional cost; provided, such assistance shall not unreasonably interfere with Employee's pursuit of gainful employment or result in Employee not having a separation from service (as defined in Section 409A of the Internal Revenue Code of 1986). Any assistance beyond this period will be provided at a mutually agreed cost.

9. Employee agrees that, except as specifically provided in this Agreement, there is no compensation, benefits, or other payments due or owed to Employee by each or any of the Releasees, including, without limitation, the Employer, and there are no payments due or owed to Employee in connection with Employee's employment by or the termination of Employee's employment with each or any of the Releasees, including without limitation, [any interest in unvested options, SARs, restricted stock or other equity issued to, expected by or contemplated by any of the Releasees (which interest is specifically released herein)]<sup>2</sup> or any other benefits (including, without limitation, any other severance benefits). For clarity, Employee acknowledges that upon Employee's separation date, Employee has no further rights under any bonus arrangement or option plan of Employer. Employee further acknowledges that Employee has not experienced or reported any work-related injury or illness.

10. Except where the Employer has disclosed or is required to disclose the terms of this Agreement pursuant to applicable federal or state law, rule or regulatory practice, Employer and Employee agree that the terms of this Agreement are confidential. Employee will not disclose or publicize the terms of this Agreement and the amounts paid or agreed to be paid pursuant to this Agreement to any person or entity, except to Employee's spouse, Employee's attorney, Employee's accountant, and to a government agency for the purpose of payment or collection of taxes or application for unemployment compensation benefits. Employee agrees that Employee's disclosure of the terms of this Agreement to Employee's spouse, Employee's attorney and Employee's accountant shall be conditioned upon Employee obtaining agreement from them, for the benefit of the Employer, not to disclose or publicize to any person or entity the terms of this Agreement and the amounts paid or agreed to be paid under this Agreement. Employee understands that, notwithstanding any provisions of this Agreement, Employee is not prohibited or in any way restricted from reporting possible violations of law to a government agency or entity, and Employee is not required to inform Employer if Employee makes such reports.

11. Employee agrees not to make any false, misleading, defamatory or disparaging statements, including in blogs, posts on Facebook, twitter, other forms of social media or any

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<sup>2</sup> Inclusion of bracketed language subject to whether or not separation terms address treatment of then outstanding equity awards.

such similar communications, about Employer (including without limitation Employer's products, services, partners, investors or personnel) and to refrain from taking any action designed to harm the public perception of the Employer or any of the Releasees. Employee further agrees that Employee has disclosed to Employer all information, if any, in Employee's possession, custody or control related to any legal, compliance or regulatory obligations of Employer and any failures to meet such obligations.

12. The terms of this Agreement are not to be considered as an admission on behalf of either party. Neither this Agreement nor its terms shall be admissible as evidence of any liability or wrongdoing by each or any of the Releasees in any judicial, administrative or other proceeding now pending or hereafter instituted by any person or entity. The Employer is entering into this Agreement solely for the purpose of effectuating a mutually satisfactory separation of Employee's employment.

13. Sections 13 and 14 (Governing Law, Jurisdiction) of the Executive Agreement shall also apply to this Agreement.

14. Along with the surviving provisions of the Executive Agreement, including but not limited to Sections 7 through 25, this Agreement constitutes a complete and final agreement between the parties and supersedes and replaces all prior or contemporaneous agreements, offer letters, severance policies and plans, negotiations, or discussions relating to the subject matter of this Agreement and no other agreement shall be binding upon each or any of the Releasees, including, but not limited to, any agreement made hereafter, unless in writing and signed by an officer of the Employer, and only such agreement shall be binding against the Employer. For the avoidance of doubt, nothing in this Agreement shall prevent Employee from obtaining employment following the Termination Date (as defined in the Executive Agreement) so long as such employment does not breach any of Sections 7, 8 or 9 of the Executive Agreement ("Permitted Post-Termination Employment") and compensation from Permitted Post-Termination Employment shall not reduce the amount of any severance due to Employee pursuant to Section 5 of the Employment Agreement.

15. Employee is advised, and acknowledges that Employee has been advised, to consult with an attorney before signing this Agreement.

16. Employee acknowledges that Employee is signing this Agreement voluntarily, with full knowledge of the nature and consequences of its terms.

17. All executed copies of this Agreement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

18. Employee acknowledges that Employee has been given up to twenty-one (21) days within which to consider this Agreement before signing it. Subject to paragraph 19 below, this Agreement will become effective on the date of Employee's signature hereof.

19. For a period of seven (7) calendar days following Employee's signature of this Agreement, Employee may revoke the Agreement, and the Agreement shall not become effective

or enforceable until the seven (7) day revocation period has expired. Employee may revoke this Agreement at any time within that seven (7) day period, by sending a written notice of revocation to the Human Resources Department of Employer. Such written notice must be actually received by the Employer within that seven (7) day period in order to be valid. If a valid revocation is received within that seven (7) day period, this Agreement shall be null and void for all purposes and no severance shall be paid. If Employee does not revoke this agreement, payment of the severance pay amount set forth in the Employee's Executive Agreement will be paid in the manner and at the time(s) described in the Executive Agreement.

IN WITNESS WHEREOF, the Parties have read, understand and do voluntarily execute this Separation Agreement and General Release which consists of [NUMBER] pages.

EMPLOYER

EMPLOYEE

By: _____	_____
Date: _____	Date: _____

**FIRST AMENDMENT**

This **FIRST AMENDMENT**, dated as of February 15, 2024 (this "**Agreement**"), by and among PENN Entertainment, Inc. (f/k/a Penn National Gaming, Inc.), a Pennsylvania corporation ("**Borrower**"), the Guarantors, each Consenting Lender, Bank of America, N.A., as administrative agent (in such capacity, "**Administrative Agent**") for the Lenders under the Credit Agreement and as collateral agent (in such capacity, "**Collateral Agent**") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement (as defined below).

**RECITALS:**

**WHEREAS**, reference is hereby made to the Second Amended and Restated Credit Agreement, dated as of May 3, 2022 (as it may be amended, restated, replaced, supplemented or otherwise modified and in effect immediately prior to giving effect to the amendments contemplated by this Agreement, the "**Existing Credit Agreement**"), among Borrower, the Guarantors, the Lenders party thereto from time to time, Administrative Agent, Collateral Agent and the other parties thereto; and

**WHEREAS**, Borrower, the Guarantors, each of the Lenders party hereto (constituting the Required Covenant Lenders), Administrative Agent and Collateral Agent will make certain amendments to the Credit Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and agreements, provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I****AMENDMENTS TO EXISTING CREDIT AGREEMENT****SECTION 1. Consent of Lenders.**

(a) Each Lender under the Existing Credit Agreement that executes and delivers a lender agreement in substantially the form attached hereto as Annex I (a "**Consenting Lender Agreement**" and, each such Lender, a "**Consenting Lender**") hereby irrevocably agrees to the amendments to, and waivers and consents under, the Existing Credit Agreement provided for herein, with respect to all of such Consenting Lender's Loans and Commitments.

(b) Each Consenting Lender Agreement shall be subject to the terms and conditions of this Agreement and shall be binding upon the Lender party thereto and any successor, participant or assignee of such Lender and may not be revoked or terminated by the Lender party thereto or any such successor, participant or assignee. Each Person that executes and delivers a Consenting Lender Agreement and any permitted successor, participant or assignee of such Lender shall be a party to this Agreement as if such Person executed and delivered a counterpart hereof. Each Consenting Lender Agreement shall constitute a part of this Agreement and each signature page thereto shall constitute a signature page hereto.

**SECTION 2. Effective Date Amendments.** If the Effective Date (as defined below) occurs, the terms and provisions of the Existing Credit Agreement are hereby amended as follows (the Existing Credit Agreement, as so amended, the "**Credit Agreement**"):

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(a) Section 1.01 of the Existing Credit Agreement is hereby amended to add the following as new defined terms in alphabetical order:

**“Covenant Relief Period”** shall mean the period commencing on the First Amendment Effective Date and ending on the earlier of (a) the date that is two (2) Business Days after the date on which Administrative Agent receives from Borrower a Covenant Relief Period Termination Notice and (b) the date immediately following the date on which Administrative Agent receives from Borrower the Compliance Certificate and Section 9.04 Financials in respect of the fiscal year ending December 31, 2024 (such earlier date, the **“Covenant Relief Period Termination Date”**).

**“Covenant Relief Period Conditions”** shall mean, during the Covenant Relief Period (a) Borrower shall accrue and pay unused commitment fees on the Closing Date Revolving Facility at the Applicable Fee Percentage set forth for Pricing Level I in Annex B, (b) Borrower shall accrue and pay interest on the Revolving Loans and Swingline Loans (in each case, under the Closing Date Revolving Facility) and the Term A Facility Loans at the Applicable Margin set forth for Pricing Level I in Annex B, (c) Borrower shall accrue and pay Letter of Credit participation fees for Letters of Credit issued under the Closing Date Revolving Facility at the Applicable Margin set forth for Pricing Level I in Annex B and (d) neither Borrower nor any of its Restricted Subsidiaries shall, directly or indirectly, declare or make any Restricted Payments under Sections 10.06(a), (i), (j), (k), (p) or (q).

**“Covenant Relief Period Termination Date”** has the meaning set forth in the definition of “Covenant Relief Period.”

**“Covenant Relief Period Termination Notice”** shall mean a certificate of a Responsible Officer of Borrower that is delivered to Administrative Agent (a) stating that Borrower irrevocably elects (i) to terminate the Covenant Relief Period effective as of the date that is two (2) Business Days after the date on which Administrative Agent receives such Covenant Relief Period Termination Notice and (ii) that commencing with the first fiscal quarter ending after the Covenant Relief Period Termination Date, the Financial Maintenance Covenants set forth in Section 10.08 shall be calculated without giving effect to the adjustments set forth in clause (F) of the definition of “Consolidated EBITDA” and (b) certifying that Borrower and its Restricted Subsidiaries would have been in compliance with the Financial Maintenance Covenants set forth in Section 10.08 as of the most recent Calculation Date if such Financial Maintenance Covenants had been calculated without giving effect to the adjustments set forth in clause (F) of the definition of “Consolidated EBITDA”, and setting forth in reasonable detail the computations necessary to determine such compliance.

**“First Amendment”** shall mean that certain First Amendment, dated as of February 15, 2024, by and among Borrower, Guarantors, the Lenders party thereto, Administrative Agent and Collateral Agent.

**“First Amendment Effective Date”** shall mean February 15, 2024.

**“Specified Test Period”** has the meaning set forth in clause (F) of the definition of “Consolidated EBITDA.”

(b) The definition of “Consolidated EBITDA” in Section 1.01 of the Existing Credit Agreement is hereby amended to (i) delete “and” at the end of clause (D) thereof, (ii) replace “.” at the end of clause (E) thereof with “; and” and (iii) add the following clause (F) immediately after clause (E) thereof:

“(F) solely for purposes of determining actual compliance (and not compliance on a Pro Forma Basis) with any covenant in Section 10.08 during the Covenant Relief Period and only if and for so long as the Covenant Relief Period Conditions are satisfied, for each Test Period ending March 31, 2024, June 30, 2024, September 30, 2024 and December 31, 2024 (each, a “**Specified Test Period**”), to exclude the negative “Adjusted EBITDAR” for such Test Period, if any, attributable to the Interactive segment on a trailing twelve months basis as defined and reported in Borrower’s quarterly or annual report, as applicable, for such Test Period, as filed with the SEC; *provided* that the aggregate amount of adjustments made to Consolidated EBITDA for any Test Period pursuant to this clause (F) shall not exceed the corresponding amount for such Test Period set forth on Schedule 1 hereto; *provided, further*, that this clause (F) shall have no further force or effect from and after the Covenant Relief Period Termination Date.”

SECTION 3. Amendments to Credit Documents. Each Consenting Lender, by executing a Consenting Lender Agreement, consents to, and authorizes Borrower, each Guarantor, Administrative Agent and Collateral Agent to enter into such amendments, restatements, amendment and restatements, supplements and modifications to the Exhibits and Schedules to the Credit Agreement as Administrative Agent deems reasonably necessary or desirable in connection with this Agreement and the transactions contemplated hereby.

## ARTICLE II

### REPRESENTATION AND WARRANTIES

To induce the Lenders party hereto to agree to this Agreement, the Credit Parties represent to Administrative Agent and the Lenders that, as of the Effective Date:

SECTION 1. Corporate Existence. Borrower and each Restricted Subsidiary (a) (i) is a corporation, partnership, limited liability company or other entity duly organized and validly existing under the laws of the jurisdiction of its organization and (ii) is in good standing (to the extent applicable) under the laws of the jurisdiction of its organization; (b) (i) has all requisite corporate or other power and authority, and (ii) has all governmental licenses, authorizations, consents and approvals necessary to own its Property and carry on its business as now being conducted; and (c) is qualified to do business and is in good standing (to the extent applicable) in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary; except, in the case of clauses (a)(ii) (other than with respect to the Borrower), (b)(ii) and (c) where the failure thereof individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect.

SECTION 2. Action; Enforceability. Borrower and each Restricted Subsidiary has all necessary corporate or other organizational power, authority and legal right to execute, deliver and perform its obligations under this Agreement and to consummate the transactions herein contemplated; the execution, delivery and performance by Borrower and each Restricted Subsidiary of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by all necessary corporate, partnership or other organizational action on its part; and this Agreement has been duly and validly executed and delivered by each Credit Party and constitutes its legal, valid and binding obligation, enforceable against each Credit Party in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws of general applicability from time to time in effect affecting the enforcement of creditors’ rights and remedies and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

SECTION 3. No Breach; No Default.

(a) None of the execution, delivery and performance by any Credit Party of this Agreement nor the consummation of the transactions herein contemplated do or will (i) conflict with or result in a breach of, or require any consent (which has not been obtained and is in full force and effect) under (x) any Organizational Document of any Credit Party or (y) any applicable Requirement of Law (including, without limitation, any Gaming/Racing Law) or (z) any order, writ, injunction or decree of any Governmental Authority binding on any Credit Party or tortiously interfere with, result in a breach of, or require termination of, any term or provision of any Contractual Obligation of any Credit Party or (ii) constitute (with due notice or lapse of time or both) a default under any such Contractual Obligation or (iii) result in or require the creation or imposition of any Lien (except for the Liens created pursuant to the Security Documents) upon any Property of any Credit Party pursuant to the terms of any such Contractual Obligation, except with respect to clauses (i)(y), (i)(z), (ii) or (iii) which would not reasonably be expected to result in a Material Adverse Effect; and

(b) No Default or Event of Default has occurred and is continuing.

SECTION 4. Credit Document Representations. Each of the representations and warranties made by Borrower or any of the Credit Parties in or pursuant to the Credit Documents to which such entity is a party, as amended hereby, are true and correct in all material respects as of such date (except to the extent such representations and warranties are qualified by "materiality" or "Material Adverse Effect," in which case such representations and warranties shall be true and correct in all respects), as applicable, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date (except to the extent such representations and warranties are qualified by "materiality" or "Material Adverse Effect," in which case such representations and warranties shall be true and correct in all respects)).

**ARTICLE III**

**CONDITIONS TO THE EFFECTIVE DATE**

This Agreement shall become effective on the date (the "**Effective Date**") on which each of the following conditions is satisfied or waived:

SECTION 1. Execution of Counterparts. Administrative Agent shall have received (a) executed counterparts of this Agreement from each Credit Party, Administrative Agent and the Collateral Agent and (b) executed Consenting Lender Agreements from Lenders constituting the Required Covenant Lenders.

SECTION 2. Costs and Expenses. To the extent invoiced at least three (3) Business Days prior to the Effective Date, all of the reasonable and documented out-of-pocket costs and expenses (including the reasonable fees, expenses and disbursements of Latham & Watkins LLP and one local counsel in each applicable jurisdiction reasonably deemed necessary by Agents) incurred by the Agents in connection with the negotiation, preparation, execution and delivery of this Agreement shall have been paid.

SECTION 3. Payment of Fees to Lenders. Borrower shall have paid to Administrative Agent, for the account of each Revolving Lender and Term A Facility Lender under the Existing Credit

Agreement that has executed a Consenting Lender Agreement prior to 5:00 p.m., New York City time, on February 13, 2024, a consent fee equal to the amount set forth on Schedule 2 hereto.

SECTION 4. No Default or Event of Default; Representations and Warranties True. Both immediately prior to and immediately after giving effect to this Agreement:

(a) no Default or Event of Default shall have occurred and be continuing; and

(b) each of the representations and warranties made by the Credit Parties in Article II hereof and in Article VIII of the Credit Agreement and in each of the other Credit Documents to which it is a party shall be true and correct in all material respects on and as of the Effective Date (it being understood and agreed that any such representation or warranty which by its terms is made as of an earlier date shall be required to be true and correct in all material respects only as of such earlier date, and that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on the applicable date).

SECTION 5. Certificate of Responsible Officer. Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower, certifying as to clauses (a) and (b) of Section 4 of this Article III.

#### ARTICLE IV

##### VALIDITY OF OBLIGATIONS AND LIENS

SECTION 1. Reaffirmation. Each of the Credit Parties party hereto (a) acknowledges and agrees that all of such Credit Party's obligations under the Security Documents and the other Credit Documents (as amended hereby) to which it is a party are reaffirmed and remain in full force and effect on a continuous basis as amended by this Agreement, (b) reaffirms each lien and security interest granted by it to the Collateral Agent for the benefit of the Secured Parties to secure the Secured Obligations and the guaranties of the Guaranteed Obligations made by it pursuant to the Existing Credit Agreement and (c) acknowledges and agrees that the grants of liens and security interests by and the guaranties of the Credit Parties contained in the Existing Credit Agreement and the Security Documents are, and shall remain, in full force and effect after giving effect to this Agreement and the transactions contemplated hereby and thereby.

#### ARTICLE V

##### MISCELLANEOUS

SECTION 1. Amendment, Modification and Waiver. This Agreement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of Borrower and Administrative Agent (acting at the direction of such Lenders as may be required under Section 13.04 of the Credit Agreement).

SECTION 2. Entire Agreement. This Agreement, the other Credit Documents and the Consenting Lender Agreements constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

SECTION 3. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSIES, DISPUTES, OR CAUSES OF ACTION (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) BASED UPON OR RELATING TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 4. SUBMISSION TO JURISDICTION; WAIVER OF VENUE; SERVICE OF PROCESS; WAIVER OF JURY TRIAL. EACH PARTY HERETO AGREES THAT SECTION 13.09(b), 13.09(c), 13.09(d) AND 13.09(e) OF THE CREDIT AGREEMENT SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS*.

SECTION 5. Confidentiality. Each party hereto agrees that Section 13.10 of the Credit Agreement shall apply to this Agreement *mutatis mutandis*.

SECTION 6. No Advisory or Fiduciary Responsibility. Each party hereto agrees that Section 13.17 of the Credit Agreement shall apply to this Agreement *mutatis mutandis*.

SECTION 7. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

SECTION 8. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including portable document format (".pdf") or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "execute," "signed," "signature," and words of like import in or related to this Agreement or any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation Consenting Lender Agreements) shall be deemed to include electronic signatures and contract formations on electronic platforms approved by Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that notwithstanding anything contained herein to the contrary Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by Administrative Agent pursuant to procedures approved by it (it being understood and agreed that documents signed manually but delivered in ".pdf" or ".tif" format (or other similar formats specified by Administrative Agent) shall not constitute electronic signatures).

SECTION 9. Credit Document. This Agreement shall constitute a "Credit Document" as defined in the Credit Agreement.

SECTION 10. No Novation. The parties hereto expressly acknowledge that it is not their intention that this Agreement or any of the other Credit Documents executed or delivered pursuant hereto

constitute a novation of any of the obligations, covenants or agreements contained in the Existing Credit Agreement or any other Credit Document, but rather constitute a modification thereof or supplement thereto pursuant to the terms contained herein. The Existing Credit Agreement and the Credit Documents, in each case as amended, modified or supplemented hereby, shall be deemed to be continuing agreements among the parties thereto, and all documents, instruments, and agreements delivered, as well as all Liens created, pursuant to or in connection with the Existing Credit Agreement and the other Credit Documents shall remain in full force and effect, each in accordance with its terms (as amended, modified or supplemented by this Agreement), unless such document, instrument, or agreement has otherwise been terminated or has expired in accordance with or pursuant to the terms of this Agreement or such document, instrument, or agreement or as otherwise agreed by the required parties hereto or thereto, it being understood that from after the occurrence of the Effective Date, each reference in the Credit Documents to the "Credit Agreement," "thereunder," "thereof" (and each reference in the Credit Agreement to "this Agreement," "hereunder," or "hereof") or words of like import shall mean and be a reference to the Credit Agreement.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each of the undersigned has caused its duly authorized officer to execute and deliver this Agreement as of the date first written above.

**PENN ENTERTAINMENT, INC.**

By: /s/ Felicia R. Hendrix  
Name: Felicia R. Hendrix  
Title: Executive Vice President, Chief Financial Officer

**GUARANTORS:**

PENN TENANT, LLC  
PENN TENANT II, LLC  
PENN TENANT III, LLC

By: PENN ENTERTAINMENT, INC.,  
as sole member of each of the foregoing entities

By: /s/ Felicia R. Hendrix  
Name: Felicia Hendrix  
Title: Executive Vice President, Chief Financial Officer  
BCV (INTERMEDIATE), LLC

By: PENN TENANT II, LLC  
its sole member

By: PENN ENTERTAINMENT, INC.,  
its sole member

By: /s/ Felicia R. Hendrix  
Name: Felicia Hendrix  
Title: Executive Vice President, Chief Financial Officer

GREEKTOWN HOLDINGS, L.L.C.

By: PENN TENANT III, LLC  
its sole manager

By: PENN ENTERTAINMENT, INC.,  
its sole member

By: /s/ Felicia R. Hendrix

Name: Felicia Hendrix

Title: Executive Vice President, Chief Financial Officer

GREEKTOWN CASINO, L.L.C.

By: GREEKTOWN HOLDINGS, L.L.C.  
its sole manager

By: PENN TENANT III, LLC  
its sole manager

By: PENN ENTERTAINMENT, INC.,  
its sole member

By: /s/ Felicia R. Hendrix

Name: Felicia Hendrix

Title: Executive Vice President, Chief Financial Officer

[Signature Page to First Amendment]

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ABRADOODLE, LLC  
ABSOLUTE GAMES, LLC  
AMERISTAR CASINO BLACK HAWK, LLC  
AMERISTAR CASINO EAST CHICAGO, LLC  
AMERISTAR EAST CHICAGO HOLDINGS, LLC  
AMERISTAR INTERACTIVE, LLC  
AMERISTAR LAKE CHARLES HOLDINGS, LLC  
BOOMTOWN BILOXI INTERACTIVE, LLC  
BOOMTOWN, LLC  
BOSSIER CASINO VENTURE, LLC  
BSLO, LLC  
BTN, LLC  
CASINO MAGIC, LLC  
CCR PENNSYLVANIA FOOD SERVICE, INC.  
CENTRAL OHIO GAMING VENTURES, LLC  
CRC HOLDINGS, INC.  
DAYTON REAL ESTATE VENTURES, LLC  
DELVEST, LLC  
EBETUSA.COM, INC.  
FIRST JACKPOT INTERACTIVE, LLC  
HC BANGOR, LLC  
HWCC-TUNICA, LLC  
INDIANA GAMING COMPANY, LLC  
L'AUBERGE INTERACTIVE, LLC  
MAGNUM PINNACLE INTERACTIVE, LLC  
MARYLAND GAMING VENTURES, INC.  
MASSACHUSETTS GAMING VENTURES, LLC  
MOUNTAIN LAUREL RACING, INC.  
MOUNTAINVIEW THOROUGHBRED RACING ASSOCIATION, LLC  
PENN CECIL MARYLAND, LLC  
PENN MARYLAND OSB, LLC  
PENN NATIONAL HOLDINGS, LLC  
PENN NATIONAL TURF CLUB, LLC  
PENN NJ OTW, LLC  
PENN ONLINE ENTERTAINMENT, LLC  
PINNACLE ENTERTAINMENT, INC.  
PINNACLE MLS, LLC  
PNK (BOSSIER CITY), L.L.C.  
PNK DEVELOPMENT 33, LLC  
PNK (RIVER CITY), LLC  
PNK VICKSBURG, LLC  
RIH ACQUISITIONS MS II, LLC  
ST. LOUIS GAMING VENTURES, LLC  
THE MISSOURI GAMING COMPANY, LLC  
TOLEDO GAMING VENTURES, LLC  
WASHINGTON TROTting ASSOCIATION, LLC  
YOUNGSTOWN REAL ESTATE VENTURES, LLC  
ZIA PARK INTERACTIVE, LLC  
ZIA PARK LLC

By: /s/ Christopher Rogers  
Name: Christopher Rogers  
Title: Secretary

HOUSTON GAMING VENTURES, INC.  
PENN INTERACTIVE VENTURES, LLC  
PENN SPORTS INTERACTIVE, LLC  
SCORE DIGITAL SPORTS VENTURES INC.  
SCORE FANTASY SPORTS LTD.  
SCOREMOBILE INC.  
SDSV (DELAWARE) INC.

By: /s/ Felicia R. Hendrix  
Name: Felicia Hendrix  
Title: Treasurer

PLAINVILLE GAMING AND REDEVELOPMENT, LLC

By: Massachusetts Gaming Ventures, LLC,  
its managing member

By: /s/ Felicia R. Hendrix  
Name: Felicia Hendrix  
Title: Treasurer

HOLLYWOOD CASINOS, LLC

By: CRC Holdings, Inc.,  
as its sole member

By: /s/ Felicia R. Hendrix  
Name: Felicia Hendrix  
Title: Treasurer

PNK (LAKE CHARLES), L.L.C.  
PNK DEVELOPMENT 8, LLC  
PNK DEVELOPMENT 9, LLC

By: PINNACLE MLS, LLC,  
sole member

By: /s/ Felicia R. Hendrix  
Name: Felicia Hendrix  
Title: Treasurer

LOUISIANA-I GAMING, A LOUISIANA PARTNERSHIP IN  
COMMENDAM

By: BOOMTOWN, LLC,  
its General Partner

By: /s/ Felicia R. Hendrix  
Name: Felicia Hendrix  
Title: Treasurer

CCR RACING MANAGEMENT

By: MOUNTAIN LAUREL RACING, INC. and  
WASHINGTON TROTTHING ASSOCIATION, LLC, its  
partners

By: /s/ Felicia R. Hendrix  
Name: Felicia Hendrix  
Title: Treasurer of each of MOUNTAIN LAUREL RACING,  
INC. and Washington Trotting Association, LLC

PNK (BATON ROUGE) PARTNERSHIP

By: PNK DEVELOPMENT 8, LLC,  
its managing partner

By: PINNACLE MLS, LLC,  
its sole member

By: /s/ Felicia R. Hendrix  
Name: Felicia Hendrix  
Title: Treasurer

ALTON CASINO, LLC  
AMERISTAR CASINO COUNCIL BLUFFS, LLC  
CACTUS PETE'S, LLC  
HC AURORA, LLC  
HC JOLIET, LLC  
LVGV, LLC

By: /s/ Jay A. Snowden  
Name: Jay A. Snowden  
Title: President

PNGI CHARLES TOWN GAMING, LLC

By: /s/ Gregory Scott Saunders

Name: Gregory Scott Saunders

Title: Vice President

ARGOSY DEVELOPMENT, LLC

HITPOINT INC.

HOSTILE GRAPE DEVELOPMENT, LLC

LUCKYPOINT, INC

PENN ADW, LLC

PENN INTERACTIVE FTP, LLC

PIV WEST, LLC

ROCKET SPEED, INC.

SILVER SCREEN GAMING, LLC

VILLAGGIO DEVELOPMENT, LLC

VIVA SLOTS FREE CLASSIC SLOT CASINO GAMES, LLC

By: /s/ Benjamin Levy

Name: Benjamin Levy

Title: President

FRONT RANGE ENTERTAINMENT DISTRICT, LLC

By: /s/ Sean Demeule

Name: Sean Demeule

Title: Manager

VG BEVERAGE, INC.

By: /s/ Bryan Pettigrew

Name: Bryan Pettigrew

Title: President

VGB MANAGEMENT, LLC

VGB OPERATIONS, LLC

By: /s/ Bryan Pettigrew

Name: Bryan Pettigrew

Title: Manager

[Signature Page to First Amendment]

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PM TEXAS LLC  
SAM HOUSTON RACE PARK LLC  
VALLEY RACE PARK LLC  
HILL LANE LLC

By: /s/ Bryan Pettigrew  
Name: Bryan Pettigrew  
Title: General Manager

[Signature Page to First Amendment]

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**Consented to by:**

**BANK OF AMERICA, N.A.**

as Administrative Agent, as Collateral Agent and  
as a Lender

By: /s/ Brian. D. Corum

Name: Brian D. Corum

Title: Managing Director

[Signature Page to First Amendment]

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**LENDER AGREEMENT – CONSENTING LENDERS**

Reference is hereby made to the First Amendment, dated as of February 15, 2024 (the “**Amendment**”; capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Amendment), by and among PENN Entertainment, Inc., a Pennsylvania corporation, the Guarantors, the Lenders party thereto, Bank of America, N.A., as Administrative Agent for the Lenders under the Credit Agreement and as Collateral Agent for the Secured Parties. This Consenting Lender Agreement forms a part of the Amendment, the signature page hereto constitutes a signature page to the Amendment, and the undersigned, by its signature hereto (and any permitted successor, participant or assignee thereof), constitutes a party to the Amendment as if such Person executed and delivered a counterpart thereof.

By its signature below, the undersigned hereby (a) consents and agrees to the terms and conditions of the Amendment (including the amendments to the Existing Credit Agreement set forth therein); (b) authorizes Administrative Agent to execute the Amendment and to execute the other amendments, modifications, supplements, instruments or agreements entered into in accordance with Section 3 of Article I of the Amendment; (c) represents that it is a Lender under the Existing Credit Agreement; and (d) agrees that it shall be a party to the Amendment.

The undersigned hereby agrees that this Consenting Lender Agreement shall be binding upon the undersigned and each of its successors and any participants and assigns of its Loans or Commitments (it being understood that any such participation or assignment shall be made in accordance with Section 13.05 of the Credit Agreement) and may not be revoked or withdrawn. The undersigned agrees that it shall notify any potential successor or any participant or assignee of any of its Loans or Commitments of the effectiveness of this Consenting Lender Agreement prior to consummating any such transfer, assignment or participation, subject to Section 13.10 of the Credit Agreement. This Consenting Lender Agreement shall be irrevocable and remain in full force and effect until the Effective Date shall have occurred.

*[Remainder of this page intentionally left blank]*

**I. Election** (Check Any That Apply):

**A. REVOLVING LENDER:**

☐

By checking the box to the right, the undersigned Lender confirms that it is a Revolving Lender.

**A. TERM A FACILITY LENDER:**

☐

By checking the box to the right, the undersigned Lender confirms that it is a Term A Facility Lender.

**II. Signature:**

**Name of Institution:** \_\_\_\_\_

By:

\_\_\_\_\_  
Name:

Title:

For any institution requiring a second signature line:

By:

\_\_\_\_\_  
Name:

Title:



## Subsidiaries of PENN Entertainment, Inc. (a Pennsylvania corporation)

Name of Subsidiary	State or Other Jurisdiction of Incorporation
Abradoodle, LLC	Delaware
Absolute Games, LLC	Delaware
ACE Gaming, LLC	New Jersey
Alton Casino, LLC (d/b/a Argosy Casino Alton)	Illinois
Ameristar Casino Black Hawk, LLC (d/b/a Ameristar Black Hawk)	Colorado
Ameristar Casino Council Bluffs, LLC (d/b/a Ameristar Council Bluffs)	Iowa
Ameristar Casino East Chicago, LLC (d/b/a Ameristar East Chicago)	Indiana
Ameristar East Chicago Holdings, LLC	Indiana
Ameristar Interactive, LLC	Delaware
Ameristar Lake Charles Holdings, LLC	Louisiana
Argosy Development, LLC	Delaware
BCV (Intermediate), LLC	Delaware
Belle of Sioux City, L.P.	Iowa
Boomtown Biloxi Interactive, LLC	Delaware
Boomtown, LLC	Delaware
Bossier Casino Venture, LLC	Louisiana
BSLO, LLC (d/b/a Hollywood Casino Gulf Coast)	Mississippi
BTN, LLC (d/b/a Boomtown Biloxi)	Mississippi
Cactus Pete's, LLC (d/b/a Cactus Petes and Horseshu)	Nevada
Casino Magic, LLC	Minnesota
Casino Magic (Europe) B.V.	Netherlands
Casino Magic Hellas Management Services S.A.	Greek entity
CCR Pennsylvania Food Services, Inc	Pennsylvania
CCR Racing Management	Pennsylvania
Central Ohio Gaming Ventures, LLC (d/b/a Hollywood Casino Columbus)	Ohio
CHC Casinos Canada Limited	Nova Scotia
CHC Casinos Corp.	Florida
CRC Holdings, Inc.	Florida
Dayton Real Estate Ventures, LLC (d/b/a Hollywood Gaming at Dayton Raceway)	Ohio
Delvest, LLC	Delaware
Double Bogey, LLC	Texas
eBetUSA.com, Inc.	Delaware
Endzone Holdings, LLC	Delaware
First Jackpot Interactive, LLC	Delaware

FR Park Food Service, Inc.	New Jersey
FR Park Racing, L.P.	New Jersey
FR Park Services, L.P.	New Jersey
Freehold Raceway Off Track LLC	New Jersey
Front Range Entertainment District, LLC	Colorado
Gaming Jet Services, LLC	Delaware
Greektown Casino, L.L.C.	Michigan
Greektown Holdings, L.L.C.	Michigan
GS Park Racing, L.P.	New Jersey
Hammond Apartments, LP	Missouri
HC Aurora, LLC (d/b/a Hollywood Casino Aurora)	Illinois
HC Bangor, LLC (d/b/a Hollywood Casino Hotel & Raceway Bangor)	Maine
HC Joliet, LLC (d/b/a Hollywood Casino Joliet)	Illinois
Hill Lane, LLC	Texas
HitPoint Inc.	Delaware
Hollywood Casinos, LLC	Delaware
Hostile Grape Development, LLC	Delaware
Houston Gaming Ventures, Inc.	Texas
Houston Operating Ventures, LLC	Texas
HWCC-Tunica, LLC (d/b/a Hollywood Casino Tunica)	Texas
Illinois Gaming Investors LLC (d/b/a Prairie State Gaming)	Delaware
Indiana Gaming Company, LLC (d/b/a Hollywood Casino Lawrenceburg)	Indiana
Iowa Gaming Company, LLC	Iowa
iPro, Inc.	Nevada
Kansas Entertainment, LLC (d/b/a Hollywood Casino at Kansas Speedway)	Delaware
KE Service, LLC	Kansas
Laredo Race Park LLC	Texas
L'Auberge Interactive, LLC	Delaware
Louisiana-I Gaming, a Louisiana Partnership in Commendam (d/b/a Boomtown New Orleans)	Louisiana
LuckyPoint, Inc.	Delaware
LVGV, LLC (d/b/a M Resort Spa Casino)	Nevada
Magnum Pinnacle Interactive, LLC	Delaware
Marquee by Penn, LLC	Delaware
Maryland Gaming Ventures, Inc.	Delaware
Massachusetts Gaming Ventures, LLC	Delaware
Mountain Laurel Racing, Inc	Delaware
Mountainview Thoroughbred Racing Association, LLC (d/b/a Hollywood Casino at Penn National Race Course)	Pennsylvania

New Jersey Account Wagering LLC	New Jersey
PA Gaming Ventures, LLC	Pennsylvania
Penn ADW, LLC	Delaware
Penn Cecil Maryland, LLC (d/b/a Hollywood Casino Perryville)	Maryland
Penn Entertainment, LLC	Pennsylvania
Penn Hollywood Kansas, Inc.	Delaware
PENN INTERACTIVE FTP, LLC	Delaware
Penn Interactive Ventures, LLC	Delaware
PENN Maryland OSB, LLC	Delaware
Penn National GSFR, LLC	Delaware
Penn National Holdings, LLC	Delaware
Penn National Turf Club, LLC (d/b/a Hollywood Casino at Penn National Race Course)	Pennsylvania
Penn NJ OTW, LLC	New Jersey
Penn Online Entertainment, LLC	Delaware
Penn Sanford, LLC (d/b/a Sanford-Orlando Kennel Club)	Delaware
Penn Sports Interactive, LLC	Delaware
Penn Tenant II, LLC	Delaware
Penn Tenant III, LLC	Delaware
Penn Tenant, LLC	Pennsylvania
Pennwood Racing, Inc.	Delaware
PHK Staffing, LLC	Delaware
Pinnacle Entertainment, Inc.	Delaware
Pinnacle MLS, LLC	Delaware
Pinnacle Retama Partners, LLC (d/b/a Retama Park Racetrack)	Texas
PIV West, LLC	Delaware
Plainville Gaming and Redevelopment, LLC (d/b/a Plainridge Park Casino)	Delaware
PM Texas LLC	Delaware
PNGI Charles Town Gaming, LLC (d/b/a Hollywood Casino at Charles Town Races)	West Virginia
PNK (Baton Rouge) Partnership (d/b/a L'Auberge Baton Rouge)	Louisiana
PNK (BOSSIER CITY), L.L.C. (d/b/a Boomtown Bossier City)	Louisiana
PNK (Kansas), LLC	Kansas
PNK (LAKE CHARLES), L.L.C. (d/b/a L'Auberge Lake Charles)	Louisiana
PNK (River City), LLC (d/b/a River City Casino)	Missouri
PNK (SA), LLC	Texas
PNK (SAM), LLC	Texas
PNK (SAZ), LLC	Texas
PNK (VN), Inc.	Cayman Islands Corp.

PNK Development 7, LLC (d/b/a Heartland Poker Tour)	Delaware
PNK Development 8, LLC	Delaware
PNK Development 9, LLC	Delaware
PNK Development 11, LLC	Nevada
PNK Development 17, LLC	Nevada
PNK Development 18, LLC	Delaware
PNK Development 33, LLC	Delaware
PNK Vicksburg, LLC (d/b/a Ameristar Vicksburg)	Mississippi
RIH Acquisitions MS I, LLC	Mississippi
RIH Acquisitions MS II, LLC (d/b/a 1st Jackpot Casino Tunica)	Mississippi
Rocket Speed, Inc.	Delaware
Sam Houston Race Park LLC (d/b/a Sam Houston Race Park)	Texas
San Diego Gaming Ventures, LLC	Delaware
Score Digital Sports Ventures, Inc.	Delaware
Score Fantasy Sports Ltd.	Delaware
Score Media and Gaming Inc.	British Columbia, Canada Corp.
ScoreMobile Inc.	Delaware
SDSV (Delaware) Inc.	Delaware
SDSV (Gibraltar) Limited	Gibraltar
Silver Screen Gaming, LLC	Delaware
SOKC, LLC (d/b/a Sanford-Orlando Kennel Club)	Delaware
St. Louis Gaming Ventures, LLC (d/b/a Hollywood Casino St. Louis)	Delaware
The Missouri Gaming Company, LLC (d/b/a Argosy Casino Riverside)	Missouri
The Pinnacle Entertainment Foundation	NV Nonprofit Corp.
Toledo Gaming Ventures, LLC (d/b/a Hollywood Casino Toledo)	Delaware
Valley Race Park LLC (d/b/a Valley Race Park)	Texas
VG Beverage, Inc.	Texas
VGB Management, LLC	Texas
VGB Operations, LLC	Texas
Villaggio Development, LLC	Delaware
Viva Slots Free Classic Slot Machine Games, LLC	Delaware
Washington Trotting Association, LLC (d/b/a Meadows Racetrack and Casino)	Delaware
Western PA Gaming Ventures, LLC	Delaware
Yankton Investments, LLC	Nevada
Youngstown Real Estate Ventures, LLC (d/b/a Hollywood Gaming at Mahoning Valley Race Course)	Ohio
Zia Park Interactive, LLC	Delaware
Zia Park LLC (d/b/a Zia Park Casino, Hotel and Racetrack)	Delaware

1317769 B.C. Ltd.	British Columbia, Canada
1317774 B.C. Ltd.	British Columbia, Canada

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in:

1. Registration Statement (Form S-8 No. 333-272723) pertaining to the 2022 Long Term Incentive Compensation Plan,
2. Registration Statement (Form S-8 No. 333-265637) pertaining to the 2022 Long Term Incentive Compensation Plan,
3. Registration Statement (Form S-3 No. 333-260362) pertaining to a shelf registration statement,
4. Registration Statement (Form S-3 No. 333-271825) pertaining to a shelf registration statement,
5. Registration Statement (Form S-8 No. 333-260361) pertaining to Second Amended and Restated Stock Option and Restricted Stock Unit Plan,
6. Registration Statement (Form S-8 No. 333-222936) pertaining to the 2018 Long Term Incentive Compensation Plan,
7. Registration Statement (Form S-8 No. 333-226661) pertaining to the 2018 Long Term Incentive Compensation Plan,
8. Registration Statement (Form S-8 No. 333-198135) pertaining to the 2008 Long Term Incentive Compensation Plan,
9. Registration Statement (Form S-8 No. 333-176723) pertaining to the 2008 Long Term Incentive Compensation Plan, and
10. Registration Statement (Form S-8 No. 333-157669) pertaining to the 2008 Long Term Incentive Compensation Plan;

of our reports dated February 22, 2024, relating to the consolidated financial statements of PENN Entertainment, Inc. and subsidiaries and the effectiveness of PENN Entertainment, Inc.'s internal control over financial reporting, appearing in this Annual Report on Form 10-K for the year ended December 31, 2023.

/s/ Deloitte & Touche LLP

Philadelphia, Pennsylvania  
February 22, 2024

**Certification Pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934**

I, Jay A. Snowden, certify that:

1. I have reviewed this Annual Report on Form 10-K of PENN Entertainment, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 22, 2024

/s/ Jay A. Snowden

Jay A. Snowden

Chief Executive Officer, President and Director  
(Principal Executive Officer)

**Certification Pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934**

I, Felicia R. Hendrix, certify that:

1. I have reviewed this Annual Report on Form 10-K of PENN Entertainment, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 22, 2024

/s/ Felicia R. Hendrix

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Felicia R. Hendrix

Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)



**CERTIFICATION OF CHIEF EXECUTIVE OFFICER**

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of PENN Entertainment, Inc. (the "Company") on Form 10-K for the fiscal year ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jay A. Snowden, Chief Executive Officer and President of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 22, 2024

/s/ Jay A. Snowden

Jay A. Snowden

Chief Executive Officer, President and Director  
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of PENN Entertainment, Inc. (the "Company") on Form 10-K for the fiscal year ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Felicia R. Hendrix, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 22, 2024

/s/ Felicia R. Hendrix

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Felicia R. Hendrix

Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

**PENN ENTERTAINMENT, INC.**  
**EXECUTIVE INCENTIVE COMPENSATION RECOUPMENT POLICY**  
**(Adopted April 25, 2014)**  
**Last Amended September 19, 2023**

**I. INTRODUCTION**

The Board of Directors (the "Board") of PENN Entertainment, Inc. (the "Company") has determined that it is in the best interests of the Company to confirm its policy (the "Policy") providing for the Company's recoupment of "Erroneously Awarded Incentive-Based Compensation" (as defined below) received by current or former executive officers of the Company.

This Policy is intended to comply with, shall be interpreted to comply with, and shall be deemed automatically amended to comply with, Rule 10D-1 adopted under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the Nasdaq Stock Market LLC (" Nasdaq") Listing Rule 5608, as such provisions may be amended from time to time, and any related rules, regulations or listing standards promulgated by the Securities and Exchange Commission or Nasdaq, including any additional or new requirements that become effective after the last date that this Policy was amended. Any such amendment shall be effective at such time as is necessary to comply with the applicable listing standards of Nasdaq.

**II. EFFECTIVE DATE**

This Policy shall apply to all Incentive-Based Compensation (as defined below) paid or awarded on or after the date of adoption of this Policy (the "Effective Date").

**III. DEFINITIONS**

For purposes of this Policy, the following terms shall have the meanings set forth below:

"Covered Officers" shall mean "Executive Officers" as such term is defined in Rule 10D-1 adopted under the Exchange Act.

"Erroneously Awarded Incentive-Based Compensation" shall mean the amount of Incentive-Based Compensation received by a Covered Officer that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the restated amounts and must be computed without regard to any taxes paid. For Incentive-Based Compensation based on stock price or total shareholder return, where the amount is not subject to mathematical recalculation directly from the information in a Restatement, the amount must be based on a reasonable estimate of the effect of the Restatement on the stock price or total shareholder return, as applicable, upon which the Incentive-Based Compensation was received, and the Company must maintain documentation of that reasonable estimate and provide such documentation to Nasdaq. For the purposes of this Policy, Incentive-Based Compensation will be deemed to be received in the fiscal period during which the financial reporting measure specified in the applicable Incentive-Based Compensation award is attained, even if the payment or grant occurs after the end of that period.

"Incentive-Based Compensation" shall mean any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a "financial reporting measure," which refers to measures that are determined and presented in accordance with Generally Accepted Accounting Principles which are used in preparing the Company's financial statements, and any measures that are derived wholly or in part from such measures. Stock price and total shareholder return are also financial reporting measures for this purpose. For avoidance of doubt, a financial reporting measure need not be presented within the Company's financial statements or included in a filing with the Securities and Exchange Commission.

"Restatement" shall mean any required accounting restatement of the Company's financial statements due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

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#### IV. RECOUPMENT OF ERRONEOUSLY AWARDED INCENTIVE-BASED COMPENSATION

In the event of a Restatement, the Board (or any committee to which the Board may delegate its authority hereunder) shall recover reasonably promptly from any Covered Officer the amount of any Erroneously Awarded Incentive-Based Compensation.

In determining the amount of Erroneously Awarded Incentive-Based Compensation to be recovered from a Covered Officer pursuant to the immediately preceding paragraph, this Policy shall apply to all Incentive-Based Compensation received by a Covered Officer: (i) after beginning service as an executive officer; (ii) who served as an executive officer at any time during the performance period for the Incentive-Based Compensation; (iii) while the Company has a class of securities listed on a national securities exchange or a national securities association; and (iv) during the three completed fiscal years immediately preceding the date that the Company is required to prepare a Restatement, including any applicable transition period that results from a change in the Company's fiscal year within or immediately following those three completed fiscal years. For this purpose, the Company is deemed to be required to prepare a Restatement on the earlier of: (i) the date the Board, or the Company's officers authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement; or (ii) the date a court, regulator, or other legally authorized body directs the Company to prepare a Restatement. The Company's obligation to recover Erroneously Awarded Incentive-Based Compensation is not dependent on if or when the restated financial statements are filed with the Securities and Exchange Commission.

The Company shall recover the Erroneously Awarded Incentive-Based Compensation from Covered Officers unless the Board determines that recovery is impracticable because: (i) the direct expense to a third party to assist in enforcing this Policy would exceed the amount of Erroneously Awarded Incentive-Based Compensation; provided that the Company must make a reasonable attempt to recover the Erroneously Awarded Incentive-Based Compensation before concluding that recovery is impracticable, document such reasonable attempt to recover the Erroneously Awarded Incentive-Based Compensation and provide such documentation to Nasdaq; or (ii) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the applicable requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

#### V. BINDING EFFECT OF DETERMINATIONS BY BOARD; DELEGATION

The terms of this Policy shall be binding and enforceable against all persons subject to this Policy and their beneficiaries, heirs, executors, administrators or other legal representatives. The Board may delegate to the Compensation Committee of the Board (the "Committee") all determinations to be made and actions to be taken by the Board under this Policy. Any determination made by the Board or the Committee under this Policy shall be final, binding and conclusive on all parties.

#### VI. SEVERABILITY

If any provision of this Policy or the application of any such provision to any Covered Officer shall be adjudicated to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Policy, and the invalid, illegal or unenforceable provisions shall be deemed amended to the minimum extent necessary to render any such provision or application enforceable.

#### VII. NO IMPAIRMENT OF OTHER REMEDIES

This Policy does not preclude the Company from taking any other action to enforce a Covered Officer's obligations to the Company, including termination of employment or institution of civil or criminal proceedings against such Covered Officer. This Policy is in addition to the requirements of Section 304 of the Sarbanes-Oxley Act of 2002 that are applicable to the Company's Chief Executive Officer and Chief Financial Officer. Any amounts paid to the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 shall be considered in determining any amounts recovered under this Policy.

## Description of Governmental Regulations

### *General*

The ownership, operation, and management of our casino, retail sports wagering, online sports wagering, online casino, and/or racing operations (collectively, "Gaming Operations") are subject to significant regulation under the laws and regulations of each of the jurisdictions in which we operate. Such gaming laws are generally based upon declarations of public policy designed to protect gaming consumers and the viability and integrity of the gaming industry. Gaming laws also may be designed to protect and maximize state, provincial and local revenues derived through taxes and licensing fees imposed on gaming industry participants, as well as to enhance economic development and tourism. To accomplish these public policy goals, gaming laws establish stringent procedures to ensure that operators and other participants in the gaming industry meet certain standards of character and fitness. In addition, gaming laws require gaming industry participants to:

- ensure that unsuitable individuals and organizations have no role in or association with Gaming Operations;
- establish and maintain responsible accounting practices and procedures;
- maintain effective controls over their financial practices, including establishing minimum procedures for internal fiscal affairs and the safeguarding of assets and revenues;
- maintain systems for reliable record keeping;
- file periodic reports with gaming regulators;
- ensure that contracts and financial transactions are commercially reasonable, reflect fair market value and are arms-length transactions; and
- establish programs to promote responsible gaming.

Typically, the gaming regulatory environment for a particular jurisdiction is established by statute and is administered by a regulatory agency with broad discretion to regulate the affairs of owners, managers, and persons with financial interests in Gaming Operations. Among other things, gaming authorities in the various jurisdictions in which we operate:

- adopt rules and regulations under the implementing statutes;
- interpret and enforce gaming laws;
- impose disciplinary sanctions for violations, including fines and penalties;
- review the character and fitness of participants in Gaming Operations and make determinations regarding their suitability or qualification for licensure;

- grant licenses for participation in Gaming Operations;
- collect and review reports and information submitted by participants in Gaming Operations;
- review and approve transactions, such as acquisitions or change-of-control transactions of gaming industry participants, securities offerings and debt transactions engaged in by such participants; and
- establish and collect fees and taxes.

Any change in these gaming laws and regulations in a jurisdiction where we operate could have a material adverse effect on our Gaming Operations.

#### *Licensing and Suitability Determinations*

Gaming laws require PENN Entertainment, Inc. ("PENN", "Company", "we", "us") and each of our subsidiaries engaged in Gaming Operations, certain of our directors, officers and employees, and in some cases, certain of our shareholders and holders of our debt securities, to obtain licenses from gaming authorities. Licenses typically require a determination that the applicant qualifies or is suitable to hold the license. Gaming authorities have broad discretion in determining whether an applicant qualifies for licensing or should be deemed suitable. Criteria used in determining whether to grant or renew a license to conduct Gaming Operations, while varying between jurisdictions, generally include consideration of factors such as:

- the good character, honesty and integrity of the applicant;
- the financial stability, integrity and responsibility of the applicant, including whether the operation is adequately capitalized in the jurisdiction and exhibits the ability to maintain adequate insurance levels;
- the quality of the applicant's casino facilities;
- the amount of revenue to be derived by the applicable jurisdiction from the operation of the applicant's casino;
- the applicant's practices with respect to minority hiring, training and procurement; and
- the effect on competition and general impact on the community.

In evaluating individual applicants, gaming authorities consider the individual's business experience and reputation for good character, the individual's financial activities, the individual's criminal history and the character of those with whom the individual associates.

Many gaming jurisdictions limit the number of licenses granted to operate casino, retail sports wagering, online sports wagering, online casino, and/or racing operations within those jurisdictions, and some jurisdictions limit the number or type of licenses granted to any one gaming operator. Licenses under gaming laws are generally not transferable without regulatory

approval. Licenses in most of the jurisdictions in which we conduct Gaming Operations are granted for limited durations and require renewal from time to time. There can be no assurance that any of our licenses will be renewed. The failure to renew any of our licenses and/or limitations on the number or type of licenses available to us could have a material adverse effect on our Gaming Operations.

In addition, the legislation permitting riverboat gaming in Iowa authorizes the granting of licenses to “qualified sponsoring organizations”, which is defined as a nonprofit corporation organized under the laws of the State of Iowa. The not-for-profit corporation is permitted to enter into operating agreements with persons qualified to conduct riverboat Gaming Operations. Such operators must be approved and licensed by the Iowa Racing and Gaming Commission. On January 27, 1995, the Iowa Racing and Gaming Commission authorized the issuance of a license to conduct gambling games on an excursion gambling boat to Iowa West Racing Association (the “Association”), a not-for-profit corporation organized for the purpose of facilitating riverboat gaming in Council Bluffs. The Association has entered into a sponsorship agreement with Ameristar Casino Council Bluffs, Inc. (“ACCB”) (the “Operator’s Contract”) authorizing ACCB to operate riverboat Gaming Operations in Council Bluffs under the Association’s gaming license, and the Iowa Racing and Gaming Commission has approved this contract. The initial term of the Operator’s Contract ran until March 31, 2015, and ACCB exercised an option to extend the term for an additional three-year period through March 31, 2018. In May 2017, the Association and ACCB extended the term of the Operator’s Contract through March 31, 2026.

In addition to us and our direct and indirect subsidiaries engaged in Gaming Operations, gaming authorities have broad authority to investigate any individual who has a material relationship to or material involvement with any of these entities to determine whether such individual is suitable or should be licensed. Our officers, directors and certain key employees must file applications with the gaming authorities and may be required to be licensed, qualify or be found suitable in many jurisdictions. Gaming authorities may deny an application for licensing for any cause which they deem reasonable. Qualification and suitability determinations require submission of detailed personal and financial information followed by a thorough investigation. The applicant must pay all the costs of the investigation. Changes in licensed positions must be reported to gaming authorities and in addition to their authority to deny an application for licensure, qualification or a finding of suitability, gaming authorities have jurisdiction to disapprove a change in a corporate position.

If one or more gaming authorities were to find that an officer, director or key employee fails to qualify or is unsuitable for licensing or unsuitable to continue having a relationship with us, we would be required to sever all relationships with such person. In addition, gaming authorities may require us to terminate the employment of any person who refuses to file appropriate applications.

Moreover, in many jurisdictions, certain of our stockholders or holders of our debt securities may be required to undergo a suitability investigation similar to that described above. Many jurisdictions require any person who acquires beneficial ownership of more than a certain percentage of our voting securities, typically 5%, to report the acquisition to gaming authorities, and gaming authorities may require such holders to apply for qualification or a finding of

suitability. Most gaming authorities, however, allow an “institutional investor” to apply for a waiver or similar authorization. An “institutional investor” waiver is generally limited to certain non-individual investors acquiring and holding voting securities in the ordinary course of business as an institutional investor for passive investment purposes only, and not for the purpose of causing, directly or indirectly, the election of a member of our board of directors, any change in our corporate charter, bylaws, management, policies or operations, or those of any of our gaming affiliates, or the taking of any other action which gaming authorities find to be inconsistent with holding our voting securities for passive investment purposes only. In some jurisdictions, eligibility to file a statement of Beneficial Ownership on Schedule 13G is a requirement to be considered for, and to maintain, an institutional investor waiver. Even if a waiver is granted, an institutional investor generally may not take any action inconsistent with its status when the waiver was granted without prior notice and once again becoming subject to the foregoing reporting and application obligations.

Generally, any person who fails or refuses to apply for a finding of suitability or a license within the prescribed period after being advised that it is required by gaming authorities may be denied a license or found unsuitable, as applicable. Any stockholder found unsuitable or denied a license and who holds, directly or indirectly, any beneficial ownership of our voting securities beyond such period of time, as may be prescribed by the applicable gaming authorities, may be guilty of a criminal offense. Furthermore, we may be subject to disciplinary action if, after we receive notice that a person is unsuitable to be a stockholder or to have any other relationship with us or any of our subsidiaries, we: (i) pay that person any dividend or interest upon our voting securities; (ii) allow that person to exercise, directly or indirectly, any voting right conferred through securities held by that person; (iii) pay remuneration in any form to that person for services rendered or otherwise; or (iv) fail to pursue all lawful efforts to require such unsuitable person to relinquish his voting securities including, if necessary, the immediate purchase of said voting securities for cash at fair market value.

The gaming jurisdictions in which we operate also require that suppliers of certain goods and services to gaming industry participants be licensed and require us to purchase and lease gaming equipment, and certain supplies and services only from licensed suppliers. A denial, revocation, or non-renewal of a license for one of our material suppliers could have a material adverse effect on our Gaming Operations.

#### *Violations of Gaming Laws*

If we or our subsidiaries violate applicable gaming laws, our gaming licenses could be limited, conditioned, suspended or revoked by gaming authorities, and we and any other persons involved could be subject to substantial fines. Further, a supervisor or conservator can be appointed by gaming authorities to operate our gaming properties, or in some jurisdictions, take title to our gaming assets in the jurisdiction, and under certain circumstances, earnings generated during such appointment could be forfeited to the applicable jurisdiction(s). Furthermore, violations of laws in one jurisdiction could result in disciplinary action in other jurisdictions. As a result, violations by us of applicable gaming laws could have a material adverse effect on our Gaming Operations.



Some gaming jurisdictions prohibit certain types of political activity by a gaming licensee, its officers, directors and key people. A violation of such a prohibition may subject the offender to criminal and/or disciplinary action.

#### *Reporting and Record-keeping Requirements*

We are required periodically to submit detailed financial and operating reports and furnish any other information about us, our shareholders, debt holders and our subsidiaries which gaming authorities may require. Under U.S. federal law, we are required to record and submit detailed reports of currency transactions involving greater than \$10,000 at our casinos as well as any suspicious activity that may occur at such facilities. We are required to maintain a current stock ledger which may be examined by gaming authorities at any time. If any securities are held in trust by an agent or by a nominee, the record holder may be required to disclose the identity of the beneficial owner to gaming authorities. A failure to make such disclosure may be grounds for finding the record holder unsuitable. Gaming authorities may require certificates for our securities to bear a legend indicating that the securities are subject to specified gaming laws.

#### *Review and Approval of Transactions*

Substantially all material loans, leases, sales of securities and similar financing transactions by us and our subsidiaries must be reported to and in some cases approved by gaming authorities. Neither we nor any of our subsidiaries may make a public offering of certain securities without the prior approval of certain gaming authorities. Changes in control through merger, consolidation, stock or asset acquisitions, management or consulting agreements, or otherwise are subject to receipt of prior approval of gaming authorities. Entities seeking to acquire control of us or one of our subsidiaries must satisfy gaming authorities with respect to a variety of stringent standards prior to assuming control. Gaming authorities may also require controlling stockholders, officers, directors and other persons having a material relationship or involvement with the entity proposing to acquire control to be investigated and licensed as part of the approval process relating to the transaction.

Because of regulatory restrictions, our ability to grant a security interest in any of our gaming assets is limited and subject to receipt of prior approval by certain gaming authorities.

#### *License Fees and Gaming Taxes*

We pay substantial license fees and taxes in many jurisdictions, including some of the counties and cities in which our operations are conducted, in connection with our casino Gaming Operations, computed in various ways depending on the type of gaming or activity involved. Depending upon the particular fee or tax involved, these fees and taxes are payable with varying frequency. License fees and taxes are based upon such factors as:

- a percentage of the gross gaming revenues received;
- the number of gaming devices and table games operated;
- admission fees for customers boarding our riverboat casinos; and/or

- one-time fees payable upon the initial receipt of a license and fees in connection with the renewal of a license.

In some jurisdictions, gaming tax rates are graduated, such that they increase as gross gaming revenues increase. Furthermore, tax rates are subject to change, sometimes with little notice, and such changes could have a material adverse effect on our Gaming Operations.

In addition to taxes specifically unique to gaming, we are required to pay all other applicable taxes.

#### *Operational Requirements*

In most jurisdictions, we are subject to certain requirements and restrictions on how we must conduct our Gaming Operations. In many jurisdictions, we are required to promote and/or give preference to local suppliers and include minority and women-owned businesses as well as organized labor in construction projects to the maximum extent practicable as well as in general vendor business activity. Similarly, we may be required to give employment preference to minorities, women and in-state residents in certain jurisdictions.

Some gaming jurisdictions also prohibit a distribution, except to allow for the payment of taxes, if the distribution would impair the financial viability of the gaming operation. Moreover, many jurisdictions require a gaming operation to maintain insurance and post bonds in amounts determined by their gaming authority.

In addition, our ability to conduct certain types of games, introduce new games or move existing games within our facilities may be restricted or subject to regulatory review and approval. Some of our operations are subject to restrictions on the number of gaming positions we may have and the maximum wagers allowed to be placed by our customers.

Our operating properties are also subject to various rules and regulations related to the prevention of financial crimes and combating terrorism, including the U.S. Patriot Act of 2001. These rules and regulations require us to, among other things, implement policies and procedures related to anti-money laundering, suspicious activities, currency transaction reporting and due diligence on customers. Although we have policies and procedures designed to comply with these rules and regulations, to the extent they are not fully effective or do not meet heightened regulatory standards or expectations, we may be subject to fines, penalties, restrictions on certain activities, reputational harm, or other adverse consequences.

#### *Riverboat Casinos*

In addition to all other regulations generally applicable to the gaming industry, certain of our riverboat casinos are also subject to regulations applicable to vessels operating on navigable waterways, including regulations of the U.S. Coast Guard, or alternative inspection requirements. These requirements set limits on the operation of the vessel, mandate that it must be operated by a minimum complement of licensed personnel, establish periodic inspections, including the physical inspection of the outside hull, and establish other mechanical and operations rules. In addition, the riverboat casinos may be subject to future U.S. Coast Guard regulations, or

alternative security procedures, designed to increase homeland security which could affect some of our properties and require significant expenditures to bring such properties into compliance.

### *Racetracks*

We have horse racing operations at our thoroughbred racetracks in Charles Town, West Virginia; Grantville, Pennsylvania; Hobbs, New Mexico; Austintown, Ohio; Houston, Texas; at our quarter-horse racetrack through a joint venture agreement in San Antonio, Texas; and at our harness racetracks in Bangor, Maine; Dayton, Ohio; Washington, Pennsylvania; and Plainville, Massachusetts. We operate an off-track wagering facility in Longwood, Florida and hold a greyhound racing license for a currently inactive facility in Harlingen, Texas. Through a joint venture agreement, we have an ownership interest in a harness racetrack in Freehold, New Jersey, along with two off-track wagering facilities and a minority interest in an account wagering operations in that state. In Pennsylvania, we have two off-track wagering facilities that operate within our new Category 4 casinos in York and Morgantown. We also conduct telephonic and electronic account wagering operations in twenty-four states pursuant to pari-mutuel licensees or approvals issued to us or one of our subsidiaries in Pennsylvania, Oregon and Massachusetts. We currently operate video lottery terminals and table games at the Charles Town, West Virginia racetrack, and operate video lottery terminals at our racetracks in Austintown, Ohio and Dayton, Ohio. We operate slot machines and table games at our Grantville, Pennsylvania and Washington, Pennsylvania racetracks, operate slot machines and table games in Bangor, Maine at a facility located near the racetrack, operate slot machines and video poker at our Hobbs, New Mexico racetrack, and operate slot machines and electronic table games at our Plainville, Massachusetts racetrack. Generally, our slot and table operations at racetracks are regulated in the same manner as our Gaming Operations in other jurisdictions. In some jurisdictions, our ability to conduct Gaming Operations may be conditioned on the maintenance of agreements or certain arrangements with horsemen's or labor groups or meeting minimum live racing requirements.

Regulations governing our horse and harness racing operations are, in most jurisdictions, administered separately from the regulations governing Gaming Operations, with separate licenses and license fee structures. The racing authorities responsible for regulating our racing operations have broad oversight authority, which may include: annually reviewing and granting racing licenses and racing dates; approving the opening and operation of off track wagering facilities; approving simulcasting activities; licensing all officers, directors, racing officials and certain other employees of a racing licensee; and approving certain contracts entered into by a racing licensee affecting racing, pari-mutuel wagering, account wagering and off track wagering operations. In addition to state regulatory oversight, the majority of our thoroughbred racetracks and their participants are subject to certain equine safety, welfare and drug testing rules and regulations established by the Horseracing Integrity and Safety Authority (HISA), which was established by Congress to enforce the Horseracing Integrity and Safety Act and which operates under the oversight of the Federal Trade Commission, and our racetracks and horsemen's organizations at those racetracks are assessed annual fees to fund HISA.

### *Retail Gaming Operations*

Our subsidiary Illinois Gaming Investors LLC d/b/a Prairie State Gaming is licensed in Illinois as a Video Gaming Terminal ("VGT") Operator to install and operate gaming devices in certain non-casino licensed establishments (such as restaurants, bars, taverns). In addition, our subsidiary Marquee by Penn, LLC is conditionally licensed in Pennsylvania as a VGT Operator to own, service and/or maintain gaming devices for placement and operation on the premises of licensed truck stop establishments. A VGT Operator may not have any ownership or control with respect to an establishment, and the regulations pertaining to VGT Operators are similar to those generally applicable to the gaming industry.

### *Retail Sports Wagering*

In accordance with state gaming regulatory approvals, we currently offer retail sports wagering at a number of our casinos in jurisdictions that have legalized retail sports wagering and we anticipate adding additional retail sports wagering offerings in the future as additional jurisdictions authorize the implementation of sports wagering. Apart from Nevada, which we expect to be converted in 2025, an affiliate of the Company manages all of our retail sportsbooks. In addition, the Company launched online, intrastate sports wagering, in certain of its retail jurisdictions where online, intrastate sports wagering is authorized and additional jurisdictions that may only authorize online, intrastate sports wagering. We anticipate adding additional online, intrastate sports wagering upon receipt of necessary approvals.

### *Interactive Business*

We are subject to various federal, state, provincial and international laws and regulations that affect our interactive business, including those relating to the privacy and security of customer and employee personal information and those relating to the Internet, behavioral tracking, mobile applications, advertising and marketing activities, sweepstakes and contests. Additional laws in all of these areas are likely to be passed in the future, which could result in significant limitations on or changes to the ways in which we can collect, use, host, store or transmit the personal information and data of our customers or employees, communicate with our customers, and deliver products and services, or may significantly increase our compliance costs. As our business expands to include new uses or collection of data that is subject to privacy or security regulations, our compliance requirements and costs will increase, and we may be subject to increased regulatory scrutiny.

Some of our social gaming products and features are based upon traditional casino games, such as slots and table games. Although we do not believe these products and features constitute gambling, it is possible that additional laws or regulations may be passed in the future that would restrict or impose additional requirements on our social gaming products and features.

In addition, an affiliate of the Company began offering lawful intra-state real money online internet gaming in jurisdictions that permit it, including slots, table games and poker, pursuant to regulations adopted by the applicable regulatory authorities.