

**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, 2021
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 NATIONAL GAMING, INC.

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction of incorporation or organization)

23-2234473
(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.

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, 2021, the aggregate market value of the voting common stock held by non-affiliates of the registrant was \$11.8 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, 2021. As of February 21, 2022, the number of shares of the registrant's common stock outstanding was 168,322,617.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive 2022 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.

PENN NATIONAL GAMING, INC.
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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 National Gaming, Inc., together with its subsidiaries (“Penn National,” 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: future revenue and EBITDAR; the Company’s anticipated share repurchases; the Company’s expectations of future results of operations and financial condition, including the anticipated strategic plan, growth of the Interactive segment and the benefits gained by executing on the Company’s omni-channel and media strategy; the Company’s expectations with regard to the impact of competition in online sports betting, iGaming (defined below) and retail/mobile sportsbooks; the Company’s launch of its Interactive segment’s products in new jurisdictions and enhancements to existing Interactive segment products, including the transition to the Score’s proprietary risk and trading platform in Ontario, the integration of the Barstool Sportsbook into theScore mobile app in the U.S. and the migration of the Barstool Sportsbook to theScore’s player account management trading platforms; the Company’s expectations with regard to its future investments in Barstool Sports 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 Barstool Sports; the Company’s expectations for its properties and the potential benefits of the cashless, cardless and contactless (“3Cs”) technology; the Company’s development projects; and the timing, cost and expected impact of planned capital expenditures on the Company’s results of operations; the actions of regulatory, legislative,

executive or judicial decisions at the federal, state 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. 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.

PART I

ITEM 1. BUSINESS

Overview

With a gaming footprint that includes 44 properties across 20 states as of December 31, 2021, Penn National is a highly innovative omni-channel provider of retail casino gaming, online gaming, live racing, sports betting, and digital sports content. Our wholly-owned interactive division, Penn Interactive Ventures, LLC (“Penn Interactive”), operates retail sports betting in the Company’s retail properties, as well as online sports betting and online social casino, bingo, and iCasino products (collectively, “iGaming”). In October 2021, we acquired Score Media and Gaming, Inc. (“theScore”), a sports betting and digital media company. In addition, in February 2020, we entered a strategic partnership with Barstool Sports, Inc. (“Barstool Sports”), a leading digital sports, entertainment, lifestyle and media company. Combined with the power of theScore and Barstool Sports, Penn National has evolved into a leading North American digital sports content, gaming and technology company. The Company’s omni-channel approach is further bolstered by its **mychoice** customer loyalty program (the “mychoice program”), which rewards and recognizes its over 25 million members for their loyalty to both retail and online gaming and sports betting products with a dynamic set of industry offers, experiences, and service levels.

Reportable Segments

We have five reportable segments: Northeast, South, West, Midwest, and Interactive. Our retail gaming and racing properties are grouped into reportable segments by geographic region and each property is viewed as an operating segment except for our two properties in Jackpot, Nevada, which are viewed as one operating segment. We also consider our combined Video Gaming Terminal (“VGT”) operations, by state, to be separate operating segments. Interactive includes the operations of Penn Interactive, theScore, and our proportionate share of earnings attributable to Barstool Sports. See [Note 18, “Segment Information,”](#) for further information.

Retail Operations

As of December 31, 2021 we owned, managed, or had ownership interests in 44 gaming and racing properties in 20 states. This includes the addition of Hollywood Casino Perryville, located in Perryville, Maryland, which was acquired on July 1, 2021, Hollywood Casino York, located in York, Pennsylvania, which opened on August 12, 2021 and Hollywood Casino Morgantown, located in Morgantown, Pennsylvania, which opened on December 22, 2021. In addition, we are licensed to offer live sports betting at our properties in eleven states.

Operating Properties

The table below summarizes certain features of the properties owned, operated or managed by us as of December 31, 2021, 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
Northeast segment							
Ameristar East Chicago ⁽²⁾	East Chicago, IN	Pinnacle Master Lease	Dockside gaming	58,566	1,273	46	288
Greektown Casino-Hotel ⁽²⁾	Detroit, MI	Greektown Lease	Land-based gaming	100,000	2,155	64	400
Hollywood Casino Bangor	Bangor, ME	Penn Master Lease	Land-based gaming/racing	31,750	654	14	152
Hollywood Casino at Charles Town Races ⁽²⁾	Charles Town, WV	Penn Master Lease	Land-based gaming/racing	115,000	1,904	66	153
Hollywood Casino Columbus	Columbus, OH	Penn Master Lease	Land-based gaming	179,000	1,761	65	—
Hollywood Casino Lawrenceburg ⁽²⁾⁽³⁾	Lawrenceburg, IN	Penn Master Lease	Dockside gaming	149,500	1,349	60	463
Hollywood Casino Morgantown ⁽²⁾	Morgantown, PA	Morgantown Lease	Land-based gaming	81,000	750	30	—
Hollywood Casino at Penn National Race Course ⁽²⁾	Grantville, PA	Penn Master Lease	Land-based gaming/racing	99,500	1,550	56	—
Hollywood Casino Perryville ⁽²⁾	Perryville, MD	Perryville Lease	Land-based gaming	34,500	766	13	—
Hollywood Casino Toledo	Toledo, OH	Penn Master Lease	Land-based gaming	125,000	1,683	47	—
Hollywood Casino York ⁽²⁾	York, PA	Operating Lease (not with REIT Landlord)	Land-based gaming	80,000	500	25	—
Hollywood Gaming at Dayton Raceway	Dayton, OH	Penn Master Lease	Land-based gaming/racing	40,600	964	—	—
Hollywood Gaming at Mahoning Valley Race Course	Youngstown, OH	Penn Master Lease	Land-based gaming/racing	50,000	1,104	—	—
Marquee by Penn ⁽⁴⁾	Pennsylvania	N/A	Land-based gaming	N/A	125	—	—
Hollywood Casino at the Meadows ⁽²⁾	Washington, PA	Meadows Lease	Land-based gaming/racing	125,000	2,047	96	—
Plainridge Park Casino	Plainville, MA	Pinnacle Master Lease	Land-based gaming/racing	50,000	963	—	—

South segment								
1 st Jackpot Casino ⁽¹⁾	Tunica, MS	Penn Master Lease	Dockside gaming	40,000	827	16	—	—
Ameristar Vicksburg ⁽²⁾	Vicksburg, MS	Pinnacle Master Lease	Dockside gaming	70,000	1,058	23	148	—
Boomtown Biloxi ⁽²⁾	Biloxi, MS	Penn Master Lease	Dockside gaming	35,500	597	22	—	—
Boomtown Bossier City ⁽²⁾	Bossier City, LA	Pinnacle Master Lease	Dockside gaming	30,000	751	12	187	—
Boomtown New Orleans ⁽²⁾	New Orleans, LA	Pinnacle Master Lease	Dockside gaming	30,000	1,024	26	150	—
Hollywood Casino Gulf Coast ⁽²⁾	Bay St. Louis, MS	Penn Master Lease	Land-based gaming	51,000	800	20	291	—
Hollywood Casino Tunica ⁽²⁾	Tunica, MS	Penn Master Lease	Dockside gaming	54,000	895	11	494	—
L'Auberge Baton Rouge ⁽²⁾	Baton Rouge, LA	Pinnacle Master Lease	Dockside gaming	71,500	1,209	46	205	—
L'Auberge Lake Charles ⁽²⁾	Lake Charles, LA	Pinnacle Master Lease	Dockside gaming	71,200	1,404	85	995	—
Margaritaville Resort Casino ⁽²⁾	Bossier City, LA	Margaritaville Lease	Dockside gaming	30,000	986	50	395	—
West segment								
Ameristar Black Hawk ⁽²⁾	Black Hawk, CO	Pinnacle Master Lease	Land-based gaming	56,000	1,050	38	536	—
Cactus Petes and Horseshu	Jackpot, NV	Pinnacle Master Lease	Land-based gaming	29,000	688	14	416	—
M Resort ⁽²⁾	Henderson, NV	Penn Master Lease	Land-based gaming	96,000	1,048	40	390	—
Tropicana Las Vegas Hotel and Casino ⁽²⁾	Las Vegas, NV	Tropicana Lease	Land-based gaming	72,000	631	33	1,470	—
Zia Park Casino	Hobbs, NM	Penn Master Lease	Land-based gaming/racing	18,000	753	—	154	—
Midwest segment								
Ameristar Council Bluffs ⁽²⁾⁽⁵⁾	Council Bluffs, IA	Pinnacle Master Lease	Dockside gaming	35,000	1,345	20	444	—
Argosy Casino Alton ⁽²⁾⁽⁸⁾	Alton, IL	Penn Master Lease	Dockside gaming	23,000	705	12	—	—
Argosy Casino Riverside	Riverside, MO	Penn Master Lease	Dockside gaming	56,000	1,104	42	258	—
Hollywood Casino Aurora ⁽²⁾	Aurora, IL	Penn Master Lease	Dockside gaming	53,000	976	27	—	—
Hollywood Casino Joliet ⁽²⁾	Joliet, IL	Penn Master Lease	Dockside gaming	50,000	995	26	100	—
Hollywood Casino at Kansas Speedway ⁽⁷⁾	Kansas City, KS	Owned - joint venture	Land-based gaming	95,000	1,530	20	—	—
Hollywood Casino St. Louis	Maryland Heights, MO	Penn Master Lease	Dockside gaming	120,000	1,875	58	502	—
Prairie State Gaming ⁽⁴⁾	Illinois	N/A	Land-based gaming	N/A	2,287	—	—	—
River City Casino	St. Louis, MO	Pinnacle Master Lease	Dockside gaming	90,000	1,841	53	200	—
Other								
Freehold Raceway ⁽⁸⁾	Freehold, NJ	Owned - joint venture	Standardbred racing	—	—	—	—	—
Retama Park Racetrack ⁽⁹⁾	Selma, TX	None - Managed	Thoroughbred racing	—	—	—	—	—
Sam Houston Race Park ⁽¹⁰⁾	Houston, TX	Owned	Thoroughbred racing	—	—	—	—	—
Sanford-Orlando Kennel Club ⁽¹¹⁾	Longwood, FL	Owned	Greyhound racing/simulcasting	—	—	—	—	—
Valley Race Park ⁽¹⁰⁾⁽¹²⁾	Harlingen, TX	Owned	Greyhound racing	—	—	—	—	—
				2,595,616	45,927	1,276	8,791	—

(1) Excludes poker tables.

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

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

(4) VGT route operations.

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

(6) The riverboat is owned by us and not subject to the Penn Master Lease.

(7) Pursuant to a joint venture with NASCAR.

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

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

(10) Previously pursuant to a joint venture with MAXXAM, Inc. ("MAXXAM"); the remaining 50% was acquired by Penn National on August 1, 2021.

(11) In the fourth quarter of 2020, we sold the land underlying the Sanford-Orlando Kennel Club racetrack which discontinued our live racing operations. We continue to operate our simulcast racing business.

(12) 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 Barstool Sportsbook for live sports betting, a fitness center, dining venues, and a lounge.

Greektown Casino-Hotel 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 Barstool 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 Bangor is located less than five miles from the Bangor airport in Maine. It 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 Barstool Sportsbook for live sports betting, as well as a variety of dining options. The complex also features live thoroughbred racing at a 3/4-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 and poker tables as well as multiple food and beverage outlets, and an entertainment lounge.

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 Barstool 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 Barstool 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 7/8-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 and poker tables, and a sportsbook for live sports betting, as well as a variety of dining options.

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 and poker tables, 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 Barstool 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 5/8-mile standardbred racetrack, 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 various restaurants, and bars, amongst other amenities.

Marquee by Penn is our licensed VGT route operator with a network of 23 truck stop establishments in Pennsylvania.

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 5/8th mile harness racetrack and a bowling alley.

Plainridge Park Casino is located 20 miles southwest of the Boston beltway just off interstate 95 in Plainville, Massachusetts. In addition to gaming offerings, Plainridge Park Casino features various restaurants and bars, along with a 5/8-mile live harness racing facility with a two-story clubhouse for simulcast operations, special events, and live racing viewing.

South Segment

1st 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 and 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, a fitness center, several restaurants, a 500-seat entertainment venue, 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, and an RV park amongst other amenities. The waterfront hotel includes a 10,000 square foot ballroom, and nine separate meeting rooms offering more than 14,000 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 Barstool 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, and meeting and event facilities.

M Resort, 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.

Tropicana Las Vegas, located on the strip in Las Vegas, Nevada, is situated at the corner of Tropicana Boulevard and Las Vegas Boulevard. In addition to gaming, the resort features a hotel, a sportsbook kiosk, full-service restaurants, a food court, and a variety of bar and lounge options. The property also includes entertainment venues, over 100,000 square feet of exhibition and meeting space, and a five-acre tropical beach event area and spa.

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 VIP 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 and poker tables 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 400 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. Penn Interactive is our interactive gaming division that operates our online sports betting and casino app called Barstool Sportsbook and Casino, which is currently live in twelve states, four of which also offer online casino gaming. In addition, Penn Interactive operates retail sportsbooks across the Company's portfolio, including 24 internally-branded or Barstool-branded retail sportsbooks located at the Company's properties in Colorado, Illinois, Indiana, Iowa, Louisiana, Maryland, Michigan, Mississippi, Pennsylvania and West Virginia. Further, Penn Interactive has entered into multi-year agreements with leading sports betting operators for online sports betting and iCasino market access across our portfolio of properties. Pursuant to these agreements, such sports betting and iCasino operators have commenced operations in Indiana, Louisiana, Pennsylvania, and West Virginia. Penn Interactive also creates interactive casino content through its in-house

content development arm, Penn Game Studios. Penn Game Studios recently launched Barstool Blackjack and Barstool Slots on the Barstool Casino. Penn Interactive also operates multiple additional iGaming platforms across its portfolio.

theScore. On October 19, 2021, we completed the acquisition of theScore for a purchase price of approximately \$2.1 billion. theScore's media app delivers users highly-personalized live scores, news, stats, and betting information from their favorite teams, leagues, and players. ScoreBet, theScore's sports betting app delivers an immersive and holistic mobile sports betting experience and is currently available to place wagers in New Jersey, Colorado, Indiana and Iowa and is preparing to launch in Ontario. The acquisition provides us with the technology, resources and audience reach to accelerate our media and sports betting strategy across North America. For additional information on our acquisitions, see [Note 6, "Acquisitions and Dispositions."](#)

Barstool. Penn Interactive, through its wholly-owned subsidiary, holds a 36% (inclusive of 1% on a delayed basis) equity interest in Barstool Sports, and entered into a strategic relationship with Barstool Sports, whereby Barstool Sports exclusively promotes the Company's retail gaming and racing properties, online casinos and sports betting products, including the Barstool Sportsbook and Casino mobile app, to its national audience, and we have the sole right to utilize the Barstool Sports brand for all of our online and retail sports betting and iGaming products. As of February 28, 2022 we have launched the Barstool Sportsbook and Casino app in twelve states, four of which also offer iCasino products.

Other

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

Retama Park Racetrack. 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. 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 ("PRP"), 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 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 opened 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 former greyhound racetrack and related property was sold to a land developer during the fourth quarter of 2020. The remaining facility and parking lot area is owned by the Company and used to operate 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 the Penn Master Lease and the Pinnacle Master Lease (as such terms are defined in the "Triple Net Leases" section below and collectively referred to as the "Master Leases"), with Gaming and Leisure Properties, Inc. (Nasdaq: GLPI) ("GLPI"), a real estate investment trust ("REIT"). In addition to the Penn Master Lease and the Pinnacle Master Lease, six 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 Penn Master Lease 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.

Penn Master Lease

Pursuant to a triple net master lease with GLPI (the “Penn Master Lease”), which became effective November 1, 2013, the Company leases real estate assets associated with 19 of the gaming facilities used in its operations. The Penn Master Lease has 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. If we elect to renew the term of the Penn Master Lease, the renewal will be effective as to all of the leased real estate assets then subject to the Penn Master Lease, subject to limitations on the final renewal term with respect to certain of the barge-based facilities.

Pinnacle Master Lease

In connection with the acquisition of Pinnacle Entertainment, Inc. in 2018 (the “Pinnacle Acquisition”), the Company assumed a triple net master lease with GLPI (“Pinnacle Master Lease”), originally effective April 28, 2016. Pursuant to the Pinnacle Master Lease, the Company leases real estate assets associated with 12 of the gaming facilities used in its operations from GLPI. 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 exercisable at the Company’s option. Furthermore, in conjunction with the Pinnacle Acquisition, 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.

Morgantown Lease

On October 1, 2020, we sold the land underlying our Morgantown development project to GLPI in exchange for rent credits of \$30.0 million. Contemporaneous with the sale, the Company entered into a triple net lease with a subsidiary of GLPI for the land underlying Morgantown (“Morgantown Lease”). The initial term of the Morgantown Lease is twenty years with six subsequent, five-year renewal periods, exercisable at the Company’s option.

Perryville Lease

In conjunction with the acquisition of the operations of Hollywood Casino 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”). The initial term of the Perryville Lease is twenty years with three subsequent, five-year renewal periods, exercisable at the Company’s option.

Meadows Lease

In connection with the Pinnacle Acquisition, the Company assumed a triple net lease of the real estate assets used in the operations of Hollywood Casino at Meadows Racetrack (the “Meadows Lease”), originally effective September 9, 2016, with GLPI as the landlord. 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.

Margaritaville Lease and Greektown Lease

In connection with the acquisition of the operations of Margaritaville on January 1, 2019, the Company entered into the Margaritaville Lease with VICI Properties, Inc. (“VICI”) for the real estate assets used in the operations of Margaritaville Resort Casino. In connection with the acquisition of the membership interests in Greektown Holdings, LLC on May 23, 2019, the Company entered into the Greektown Lease with VICI for the real estate assets used in the operations of Greektown Casino-Hotel. Both the Margaritaville Lease and the Greektown Lease have initial terms of 15 years, with four subsequent five-year renewal options on the same terms and conditions, exercisable at the Company’s option.

Tropicana Lease

On April 16, 2020, we sold the real estate assets associated with the operations of Tropicana Las Vegas Hotel and Casino, Inc. (“Tropicana”) property to a subsidiary of GLPI in exchange for rent credits of \$307.5 million. Contemporaneous with the sale, the Company entered into a leaseback of the real estate assets for nominal cash rent. We are required to continue to operate the Tropicana 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 are sold by GLPI. On January 11, 2022, Penn National entered into a definitive purchase agreement to sell its outstanding equity interest in Tropicana, which has the gaming license and operates the Tropicana, to Bally’s Corporation (“Bally’s”). This transaction is expected to close within the second half of 2022, subject to Penn National, GLPI, and Bally’s entering into definitive agreements and obtaining regulatory approval.

Trademarks

We own a number of trademarks and service marks registered with the U.S. Patent and Trademark Office (“USPTO”), including but not limited to, “Ameristar[®],” “Argosy[®],” “Boomtown[®],” “Greektown[®],” “Hollywood Casino[®],” “Hollywood Gaming[®],” “L’Auberge[®],” “M Resort[®],” “Tropicana Las Vegas,” and “My Choice[®]” (“mychoice”) among other trademarks. We believe that our rights to our trademarks are well-established and have competitive value to our properties. We also have a number of trademark applications pending with the USPTO.

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. Upon closing of the transaction with Barstool Sports in February 2020, we have the sole right to utilize the Barstool Sports[®] brand for all our online and retail sports betting and iGaming products.

Competition

The gaming, media and entertainment industries are characterized by an increasingly high degree of competition among a large number of participants. In a broad sense, both our land-based and interactive gaming operations face competition from all manner of leisure and entertainment activities, including shopping, athletic events, television and movies, concerts and travel. Legalized gaming is currently permitted in various forms throughout the U.S. and Canada. Other jurisdictions, including states adjacent to those in which we currently have properties, have recently legalized, implemented and expanded gaming. 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.

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. Each of our properties is subject to extensive regulation under the laws, rules and regulations of the jurisdiction where it is located. 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 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, 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, retain and develop diverse and high quality talent include:

- Executive and High Potential Talent Review Process
- Diversity and Veteran Recruitment Initiatives
- AwardCo Recognition Program and Property Engagement Committees
- Emerging Leaders Program

Through the dedicated efforts of our Corporate and property leadership teams, our charitable Foundation and the PENN Diversity Committee, we launched a number of major new initiatives in 2021 that will help to improve the lives of our team members, their families and those in need in our communities.

Highlights from last year's efforts include the launch of a \$4 million STEM Scholarship Fund and internship program at historically black colleges and universities in states in which we operate. In addition, we started a new pilot program to help mentor and develop our hourly and early career team members who want to pursue leadership positions at our Company. We also kicked off our annual \$1 Million Diversity Scholarship Program for the children of team members and are now reviewing applications for the 2022-2023 school year. In our inaugural year, we awarded over \$1 million in scholarships to 58 individuals, the majority of whom were first generation college students.

As of December 31, 2021, we had approximately 21,973 full-time and part-time employees. As of December 31, 2021, we had 43 collective bargaining agreements covering approximately 4,341 active employees. Four collective bargaining agreements are scheduled to expire in 2022. 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.

Available Information

We maintain a website at www.pngaming.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.

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 and Industry

- The COVID-19 pandemic has had a material adverse effect on our business, financial condition, results of operations, and cash flows, and such impact could recur and last for an unknown period of time.
- Intense competition exists in the gaming and entertainment industries, and we expect competition to continue to intensify.
- Our business is sensitive to reductions in discretionary consumer spending as a result of downturns in the economy and other factors outside of our control.
- 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.
- Inclement weather, acts or threats of terrorism, and other casualty events could seriously disrupt our business and have a material adverse effect on our financial condition, results of operations, and cash flows.
- Negative events or negative media coverage including relating to, or a declining popularity of, sports betting, the underlying sports, teams or athletes and related talent, and/or online gaming may adversely impact our reputation, which could have an adverse impact on our business.
- Our projections are subject to significant risks, assumptions, estimates and uncertainties, including assumptions regarding future legislation and changes in regulations, both inside and outside of the United States. As a result, our projected revenues and profitability may differ materially from our expectations.
- Consolidation among gaming equipment manufacturers could impose additional costs on us.

Risks Related to Our Operations

- We have certain 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.
- We are required to utilize a significant portion of our cash flow from operations to make our rent payments under our Triple Net Leases, which could adversely affect our ability to fund our operations and growth and limit our ability to react to competitive and economic changes.
- Most of our facilities are leased and could experience risks associated with leased property.

- Our operations could be disrupted if management agreements and/or leases with third parties and local governments are not renewed.
- There can be no assurance that we will be able to compete effectively or generate sufficient returns on our recently expanded sports betting operations, our acquisition of theScore and our investment in Barstool Sports.
- Our operations and the success of our investment in Barstool Sports are largely dependent on the skill and experience of management and key personnel.
- Our business could suffer if we cannot attract and retain talented team members.
- Collective bargaining activity and strikes could disrupt our operations, increase our labor costs, and interfere with the ability of our management to focus on executing our business strategies.
- If we fail to detect fraud or theft, including by our users and employees, our reputation may suffer which could harm our brand and reputation and negatively impact our business, financial condition and results of operations and can subject us to investigations and litigation.
- 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 and any such infringements, including those that are inadvertent, may have a material adverse effect on our business.
- Our technology contains third-party open source software components, and failure to comply with the terms of the underlying open source software licenses could restrict our ability to provide our offerings.
- We may face disruption and other difficulties in integrating and managing properties or other initiatives we have recently acquired, may develop, or may acquire in the future.
- We rely on a variety of third-party providers to support our business, and if we cannot manage our relationships with such third parties, our business, financial condition and results of operations could be adversely affected.
- Our information technology and other systems are subject to cyber security risk, including misappropriation of employee information, customer information or other breaches of information security, particularly as our online gaming division grows.
- Our growth prospects may suffer if we are unable to develop successful offerings or if we fail to pursue additional offerings. In addition, if we fail to make the right investment decisions in our offerings and technology, we may not attract and retain key users and our revenue and results of operations may decline.
- The growth of our Interactive segment will depend on our ability to attract and retain users.
- Participation in the sports betting industry exposes us to trading, liability management and pricing risk. We may experience lower than expected profitability and potentially significant losses as a result of a failure to determine accurately the odds in relation to any particular event and/or any failure of its sports risk management processes.
- We follow the 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 states will allow operators such as us to place limits at the individual customer level.
- We extend credit to a portion of our customers, 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 online gaming and sports betting 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 or launching new online gaming or sports betting channels, which may lead to increased costs and delays in anticipated revenues.

Risks Related to Our Capital Structure

- Our indebtedness could adversely affect our financial health and prevent us from fulfilling our obligations under our outstanding indebtedness.
- The lack of availability and cost of financing could have an adverse effect on our business.
- To service our indebtedness, we will require a significant amount of cash, which depends on many factors beyond our control.

General Risk Factors

- We are or may become involved in legal proceedings that, if adversely adjudicated or settled, could impact our financial condition and results of operations.
- We face extensive regulation from gaming authorities, which could have a material adverse effect on us.
- We are subject to certain federal, state and other regulations, and if we fail to comply with such regulations, it could have a material adverse effect on our financial condition, results of operations, and cash flow.
- 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 which could have an adverse effect on us.
- In the event we make another acquisition, we may face risks related to our ability to receive regulatory approvals required to complete, or other delays or impediments to completing, such acquisition.
- Material increases to our taxes or the adoption of new taxes or the authorization of new or increased forms of gaming could have a material adverse effect on our future financial results.

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 and Industry

The COVID-19 pandemic has significantly impacted the global economy, including the gaming industry, and has had a material adverse effect on our business, financial condition, results of operations, and cash flows, and may continue to do so.

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, the impact of the COVID-19 pandemic continues to fluctuate, and future closures may be appropriate or could be mandated. Future disruptions, as well as significant negative economic trends, due to the COVID-19 pandemic may adversely affect our stock price.

The continuing impact of the COVID-19 pandemic on our business, results of operations, financial condition and cash flows will depend on numerous evolving factors that we may not be able to accurately predict or assess. The impact of the COVID-19 pandemic may also have the effect of exacerbating many of the other risks described in this Annual Report on Form 10-K. As a result of the foregoing, we cannot predict the ultimate scope, duration, and impact that the COVID-19 pandemic will have on our results of operations, but we expect that it will continue to have a material impact on our business, financial condition, liquidity, results of operations (including revenues and profitability), and stock price.

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.

In a broad sense, both our land-based and interactive gaming operations face competition from all manner of leisure and entertainment activities, including shopping, athletic events, television and movies, concerts and travel. It is possible that these secondary competitors could reduce the number of visitors to our facilities or the amount they are willing to wager, which could have a material adverse effect on our ability to generate revenue or maintain our profitability and cash flows.

Legalized gaming is currently permitted in various forms throughout the U.S. and Canada. Other jurisdictions, including states adjacent to those in which we currently have properties, have recently legalized, implemented and expanded gaming. Competition from gaming options such as state-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 internet or mobile-based gaming platforms, including online gaming and sports betting, could divert customers from our properties and our online gaming and sports betting apps and thus adversely affect our financial condition, results of operations, and cash flows.

In addition, our properties compete with numerous casinos and hotel casinos of varying quality and size in market areas where they are located, including on various lands taken into trust for the benefit of certain Native Americans. In most markets, we compete directly with other casino facilities operating in the immediate and surrounding market areas. In some markets, we face competition from nearby markets in addition to direct competition within our market areas. 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 the aggressive marketing

strategies of 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 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, including increasing the manner and frequency in which we refresh, refurbish or replace fixtures and equipment at our properties. Because of our leverage, after satisfying our obligations under our outstanding indebtedness, 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 online gaming and sports betting providers. A number of established, well-financed companies producing online gaming and/or interactive entertainment products and services compete with our offerings, and other well-capitalized companies may introduce competitive services. 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 business could suffer.

Our business is sensitive to reductions in discretionary consumer spending as a result 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. 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 and 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, including COVID-19, can have a material adverse effect on leisure and business travel, 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.

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 and core business operations may fluctuate due to seasonal trends and other factors. A majority of our current online sports betting revenue is and will continue to be generated from bets placed on, or contests relating to, college and professional football and basketball, which have been highest in the fourth quarter when most of these games occur. Significant sporting events, such as the playoffs and championship games from these sports, tend to impact, among other things, revenues from operations, key metrics and customer activity. 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 land-based 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 contagious diseases such as the COVID-19 pandemic, 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 the COVID-19 pandemic or other contagious disease. 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, financial condition and results of operations could be materially adversely affected.

Negative events or negative media coverage including relating to, or a declining popularity of, sports betting, the underlying sports, teams or athletes and related talent, online gaming may adversely impact our reputation, which could have an adverse impact on our business.

Public opinion can significantly influence our business. Unfavorable publicity regarding us or regarding the actions of third parties with whom we have relationships or the underlying sports (including declining popularity of the sports or athletes) could seriously harm our reputation. In addition, a negative shift in the perception of sports betting and online gaming by the public or by politicians, lobbyists or others could affect future legislation of sports betting and online gaming. Negative public perception could also lead to new restrictions on or to the prohibition of online gaming or sports betting in jurisdictions in which we currently operate. Such negative publicity could also adversely affect: (i) the size, demographics, engagement, and loyalty of our customer base and result in decreased revenue or slower user growth rates; (ii) our ability to retain and attract team members; and (iii) investor perception, all of which could seriously harm our business.

Our investment in and partnership with Barstool Sports may result in potential adverse reactions, negative publicity or changes to our business, regulatory or other stakeholder relationships. Our relationships with state gaming regulators, stakeholders and business partners could be adversely affected as a result of our affiliation with Barstool Sports. In addition, our business partners or stakeholders may react negatively to actual or perceived competitive threats from our affiliation with Barstool Sports and the individuals, influencers, and/or media personalities connected with Barstool Sports.

Our projections are subject to significant risks, assumptions, estimates and uncertainties, including assumptions regarding future legislation and changes in regulations, both inside and outside of the United States. As a result, our projected revenues and profitability may differ materially from our expectations.

We operate in rapidly changing and competitive industries and our projections are subject to the risks and assumptions made by management with respect to our industries. Operating results are difficult to forecast because they generally depend on our assessment of the timing of adoption of future legislation and regulations by different states, which are uncertain. Furthermore, if we invest in the development of new products or distribution channels, such as our expanded media business and non-gaming land-based entertainment, that do not achieve significant commercial success or deliver projected results, whether because of competition or otherwise, we may not recover the often substantial "up front" costs of developing and marketing those products and distribution channels, or recover the opportunity cost of diverting management and financial resources away from other products or distribution channels.

Consolidation among gaming equipment manufacturers, or supply chain delays, could impose additional costs on us.

A majority of our revenues are attributable to gaming devices and related systems operated by us at our gaming properties. A substantial majority of the gaming devices sold in the U.S. are manufactured by a few select companies, and there has been extensive consolidation of such manufacturers in recent years, diminishing our ability to negotiate competitive pricing. This inability could cause us to purchase new slot machines or enter into participation lease arrangements that are more expensive than our current costs associated with the continued operation of our existing slot machines, which could hurt our profitability. Our business could also be impacted if gaming equipment manufacturers experience supply chain delays caused by the COVID-19 pandemic, such as semiconductor chip shortages.

Risks Related to our Operations

We have certain land-based 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.

For the year ended December 31, 2021, we generated 15.6%, 9.6%, and 14.4% of our revenues from our land-based properties within the states of Louisiana, Missouri, and Ohio, respectively. Additionally, we generated 5.4% of our revenues from our property in Charles Town, West Virginia. Therefore, our results will be dependent on the regional economies and competitive landscapes at these properties. Likewise, our ability to meet our operating and debt service requirements is dependent, in part, upon the continued success of these properties.

We are required to utilize a significant portion of our cash flow from operations to make our rent payments under our Triple Net Leases, which could adversely affect our ability to fund our operations and growth and limit our ability to react to competitive and economic changes.

We are required to utilize a significant portion of our cash flow from operations to make our rent payments, which were \$912.4 million for the year ended December 31, 2021, pursuant to and subject to the terms and conditions of our Master Leases, Meadows Lease, Perryville Lease, Tropicana Lease 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 financial condition, results of operations, and cash flows.

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

We lease 37 of the facilities we operate, or plan to operate, pursuant to the Triple Net Leases. Termination of the Penn 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, if some of our leased facilities should prove to be unprofitable, we could remain obligated for lease payments and other obligations under the Triple Net Leases even if we decided 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.

Our operations could be disrupted if management agreements and/or leases with third parties and local governments are not renewed.

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 financial condition, results of operations, and cash flows.

There can be no assurance that we will be able to compete effectively or generate sufficient returns on our recently expanded sports betting operations, our recent acquisition of theScore and our investment in Barstool Sports.

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, 2021, we have launched the Barstool Sportsbook app in eleven states, and we expect to launch our Barstool Sportsbook app in additional states throughout 2022. Our sports betting operations compete, and will continue to compete, in a rapidly evolving and highly competitive market against an increasing number of competitors.

Additionally, as described below under “— We rely on strategic relationships with casinos, tribes and horse-tracks in order to be able to offer our sports betting and online gaming products in certain jurisdictions. If we cannot establish and manage such relationships with such partners, our business, financial condition and results of operations could be adversely affected,” we have entered into agreements with other sports betting 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 Barstool Sports audience will engage in sports betting and online gaming products to the extent that we expect. Further, the success of our proposed sports betting 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 players strikes or lockouts or related to the COVID-19 pandemic; 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.

Any of the factors above could prevent us from receiving the expected returns of our acquisition of theScore or our investment in Barstool Sports, cause the market price of our common stock to decline, and have a material adverse effect on our financial condition, results of operations, and cash flows.

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

Our success and our competitive position, including as relates to our land-based operations, online sports betting, iGaming 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 could suffer if we cannot 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 sufficient numbers of talented team members to our corporate, land-based operations, online sports betting, iGaming 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. We may also experience adverse impacts to our business if certain government-mandated measures intended to address the COVID-19 pandemic, such as mandatory quarantines, vaccine mandates and regular testing requirements, affect the availability of our employees or other workers or lead to attrition of key employees.

As our Interactive segment grows, we will need to recruit, integrate, and retain skilled and experienced personnel who can demonstrate our value proposition to users, advertisers, and business partners and who can increase the monetization of our products. Qualified individuals are in high demand, particularly in the media industry, and we may incur significant costs to attract them. We use equity awards to attract talented employees. If the value of our ordinary shares declines significantly and remains depressed, that may prevent us from recruiting and retaining qualified employees. Our ability to attract, retain, and motivate employees may also be adversely affected by stock price volatility.

Collective bargaining activity and strikes could disrupt our operations, increase our labor costs, and interfere with the ability of our management to focus on executing our business strategies.

A significant number 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 adversely affect operations and revenues at affected properties. In addition, labor disputes and disruptions could harm our relationship with our team members, result in increased regulatory inquiries and enforcement by governmental authorities, harm our relationships with our guests and customers, divert management attention, and reduce customer demand for our services, all of which could have an adverse effect on our reputation, business, financial condition, or results of operations.

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. We do not have the ability to control the negotiations of collective bargaining agreements covering unionized labor employed by the operators of our franchised properties.

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. These efforts have achieved some success to date. 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.

If we fail to detect fraud or theft, including by our users and employees, our reputation may suffer which could harm our brand and reputation and negatively impact our business, financial condition and results of operations and can subject us to investigations and litigation.

We have in the past incurred, and may in the future incur, losses from various types of financial fraud, including use of stolen or fraudulent credit card data, claims of unauthorized payments by a user and attempted payments by users with

insufficient funds. Bad actors use increasingly sophisticated methods to engage in illegal activities involving personal information, such as unauthorized use of another person's identity, account information or payment information and unauthorized acquisition or use of credit or debit card details, bank account information and mobile phone numbers and accounts. Under current credit card practices, we may be liable for use of funds on our products with fraudulent credit card data, even if the associated financial institution approved the credit card transaction.

Acts of fraud may involve various tactics, including collusion. Successful exploitation of our systems could have negative effects on our product offerings, services and user experience and could harm our reputation. Failure to discover such acts or schemes in a timely manner could result in harm to our operations. In addition, negative publicity related to such schemes could have an adverse effect on our reputation, potentially causing a material adverse effect on our business, financial condition, results of operations and prospects. In the event of the occurrence of any such issues with our existing technology or product offerings, substantial engineering and marketing 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.

In addition, any misappropriation of, or access to, users' or other proprietary information or other breach of our information security could result in legal claims or legal proceedings, including regulatory investigations and actions, or liability for failure to comply with privacy and information security laws, including for failure to protect personal information or for misusing personal information, which could disrupt our operations, force us to modify our business practices, damage our reputation and expose us to claims from our users, regulators, employees and other persons, any of which could have an adverse effect on our business, financial condition, results of operations and prospects.

Despite measures we have taken to detect and reduce the occurrence of fraudulent or other malicious activity on our offerings, we cannot guarantee that any of our measures will be effective or will scale efficiently with our business. Our failure to adequately detect or prevent fraudulent transactions could harm our reputation or brand, result in litigation or regulatory action and lead to expenses that could adversely affect our business, financial condition and results of operations.

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 into license, confidentiality and non-disclosure agreements with our employees, 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 and any such infringements, including those that are inadvertent, may have a material adverse effect on our business.

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 users;
- 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 the patent. 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, and failure to comply with the terms of the underlying open source software licenses could restrict our ability to provide our offerings.

Our technology contains software modules licensed to us by third-party authors under "open source" licenses. Use and distribution of open source software may entail greater risks than use of third-party commercial 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 available source code for modifications or derivative works we create based upon the type of open source software we use, or grant other licenses to our intellectual property. If we combine our proprietary software with open source software in a certain manner, 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.

Although we monitor our use of open source software to avoid subjecting our technology to conditions we do not intend, the terms of many open source licenses have not been interpreted by U.S. or foreign courts, and there is a risk that these licenses could be construed in a way that could impose unanticipated 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, we cannot assure you that our processes for controlling our use of open source software in our technology 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 recent acquisition of theScore. The integration and management of more significant operations that we develop or acquire, such as our ability to (i) transition to the Score's proprietary risk and trading platform in Ontario, (ii) integrate the Barstool Sportsbook into theScore's mobile app in the U.S. and (iii) migrate the Barstool Sportsbook to theScore's player account management trading platforms, will require the dedication of management resources that 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, 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 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 property 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.

Our retail casino gaming, online gaming, and sports betting 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 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), online gaming, and sports betting operations.

We rely on third-party payment processors to process deposits and withdrawals made by our users, and if we cannot manage our relationships with such third parties and other payment-related risks, our business, financial condition and results of operations could be adversely affected.

We rely on a limited number of third-party payment processors to process deposits and withdrawals made by our users. If any of our third-party payment processors terminates its relationship with us or refuses to renew its agreement with us on commercially reasonable terms, we would need to find an alternate payment processor, and may not be able to secure similar terms or replace such payment processor in an acceptable time frame. Further, the software and services provided by our third-party payment processors may not meet our expectations, contain errors or vulnerabilities, be compromised or experience outages. Any of these risks could cause us to lose our ability to accept online payments or other payment transactions or make timely payments to our users, any of which could make our technology less trustworthy and convenient and adversely affect our ability to attract and retain our users.

Nearly all of our payments are made by credit card, debit card or through other third-party payment services, which subjects us to certain regulations and to the risk of fraud. We may in the future offer new payment options to users that may be subject to additional regulations and risks. We are also subject to a number of other laws and regulations relating to the payments we accept from our users, including with respect to money laundering, money transfers, privacy and information security. If we fail to comply with applicable rules and regulations, we may be subject to civil or criminal penalties, fines and/or higher transaction fees and may lose our ability to accept online payments or other payment card transactions, which could

make our offerings less convenient and attractive to our users. If any of these events were to occur, our business, financial condition and results of operations could be adversely affected.

Additionally, our payment processors require us to comply with payment card network operating rules, which are set and interpreted by the payment card networks. The payment card networks could adopt new operating rules or interpret or reinterpret existing rules in ways that might prohibit us from providing certain offerings to some users, be costly to implement or difficult to follow. We have agreed to reimburse our payment processors for fines they are assessed by payment card networks if we or our users violate these rules. Any of the foregoing risks could adversely affect our business, financial condition and results of operations.

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 and our business, financial condition, and results of operations could be adversely affected.

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 mobile 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, it could have a material negative impact on our business.

Further, the success of our Interactive segment depends in part on our relationships with other third-party service providers for 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 also incorporate technology from third parties into our platform. 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 containing that technology 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.

Further, we rely on third-party geolocation and identity verification systems to ensure we are in compliance with certain laws and regulations. There is no guarantee that the third-party geolocation and identity verification systems will perform adequately, or be effective, and any service disruption to those systems would prohibit us from operating our platform and would adversely affect our business. Additionally, 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 should not be permitted to access them, or otherwise inadvertently deny access to individuals who should be able to access our offerings, in each case based on inaccurate identity or geographic location determination. Our third-party geolocation services provider relies on its ability to obtain information necessary to determine geolocation from mobile devices, operating systems, and other sources. Changes, disruptions or temporary or permanent failure to access such sources by our third-party services providers may result in their inability to accurately determine the location of our users. Moreover, our inability to maintain our existing contracts with third-party services providers, or to replace them with equivalent third parties, may result in our inability to access geolocation and identity verification data necessary for our day-to-day operations. If any of these risks materializes, we may be subject to disciplinary action, fines, lawsuits, and our business, financial condition and results of operations could be adversely affected.

If Internet and other technology-based service providers experience service interruptions, our ability to conduct our business may be impaired and our business, financial condition and results of operations could be adversely affected.

A substantial portion of our network infrastructure is provided by third parties, including Internet service providers and other technology-based service providers. See “— We rely on third party cloud infrastructure services to deliver our offerings to users and any disruption of or interference with our use of these services could adversely affect our business, financial condition, results of operations and prospects.” We require technology-based service providers to implement cyber-attack-resilient systems and processes. However, if Internet service providers experience service interruptions, including 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 e-commerce transactions depends on bank processing and credit card 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 the Internet infrastructure or our own network systems will continue to be able to meet the demand placed on us by the continued growth of the Internet, the overall online gaming industry and our users. 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 network, software or hardware failure, including as a result of cyber-attacks, which causes 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, 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, and any disruption of or interference with our use of these services could adversely affect our business, financial condition, results of operations and prospects.

We currently host our sports betting and online gaming offerings and support our operations using a third-party provider 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 provider 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. 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 negative publicity arising from these disruptions could harm our reputation and brand and may adversely affect the usage of our offerings.

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.

We rely on strategic relationships with casinos, tribes and horse-tracks in order to be able to offer our sports betting, and online gaming products in certain jurisdictions. If we cannot establish and manage such relationships with such partners, our business, financial condition and results of operations could be adversely affected.

Under the sports betting and online gaming laws of certain states, sports betting and online gaming are limited to a finite number of retail operators, such as casinos, tribes or tracks, who own a “skin” or “skins” under that state’s law. A “skin” is a legally-authorized license from a state to offer sports betting or online gaming 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 state’s regulator. The entities that control those “skins,” and the numbers of “skins” available, are typically determined by a state’s law authorizing sports betting or online gaming. In some of the jurisdictions in which we offer sports betting and online gaming, we currently rely on a casino, tribe or track in order to get a “skin.” These “skins” are what allows us to gain access to jurisdictions where online operators are required to have a retail relationship. If we cannot establish,

renew or manage our relationships, our relationships 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 rely on other third-party sports data providers for real-time and accurate data for sporting events, and if such third parties do not perform adequately or terminate their relationships with us, our costs may increase and our business, financial condition and results of operations could be adversely affected.

We rely on third-party sports data providers to obtain accurate information regarding schedules, results, performance and outcomes of sporting events. We rely on this data to determine when and how sports bets are settled. We have experienced, and may continue to experience, errors in this data feed which may result in us incorrectly settling bets. If we cannot adequately resolve the issue with our users, our users may have a negative experience with our offerings, our brand or reputation may be negatively affected and our users may be less inclined to continue or resume utilizing our products or recommend our offerings to other potential users. As such, a failure or significant interruption in our service may harm our reputation, business and operating results.

Furthermore, if any of our sports data partners terminates its relationship with us or refuses to renew its agreement with us on commercially reasonable terms, we would need to find an alternate provider, and may not be able to secure similar terms or replace such providers in an acceptable time frame. Any of these risks could increase our costs and adversely affect our business, financial condition and results of operations. Further, any negative publicity related to any of our third-party partners, including any publicity related to regulatory concerns, could adversely affect our reputation and brand, and could potentially lead to increased regulatory or litigation exposure.

Our growth will depend, in part, on the success of our strategic relationships with third parties. Overreliance on certain third parties, or our inability to extend existing relationships or agree to new relationships may cause unanticipated costs for us and impact our financial performance in the future.

We rely on relationships with sports leagues and teams, professional athletes and athlete organizations, advertisers, casinos and other third parties, including those affiliated with Barstool Sports, in order to attract users to our offerings. 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.

Our information technology and other systems are subject to cyber security risk, including misappropriation of employee information, customer information or other breaches of information security, particularly as our Interactive segment grows.

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, credit card settlements, credit card 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 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, 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, or employees of third party vendors. The steps we take to deter and mitigate the risks of breaches 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 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 financial condition, results of operations, and cash flows.

As our sports betting and online gaming business grows, we will face increased cyber risks and threats that seek to damage, exploit, disrupt or gain access to our networks, our products and services, and supporting infrastructure. 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. 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 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.

Our growth prospects may suffer if we are unable to develop successful offerings or if we fail to pursue additional offerings. In addition, if we fail to make the right investment decisions in our offerings and technology, we may not attract and retain key users and our revenue and results of operations may decline.

The industries in which we operate are subject to rapid and frequent changes in standards, technologies, products and service offerings, as well as in customer demands and expectations and regulations. We must continuously make decisions regarding in which offerings and technology we should invest to meet customer demand in compliance with evolving industry standards and regulatory requirements and must continually introduce and successfully market new and innovative technologies, offerings and enhancements to remain competitive and effectively stimulate customer demand, acceptance and engagement. Our ability to engage, retain, and increase our user base and to increase our revenue will depend heavily on our ability to successfully create new offerings, both independently and together with third parties. We may introduce significant changes to our existing technology and offerings or develop and introduce new and unproven products and services, with which we have little or no prior development or operating experience. The process of developing new offerings and systems is inherently complex and uncertain, and new offerings may not be well received by users, even if well-reviewed and of high quality. If we are unable to develop technology and products that address users' needs or enhance and improve our existing technology and offerings in a timely manner, we could experience a material adverse effect on our business, financial condition, results of operations and prospects.

Although we intend to continue investing in our research and development efforts, if new or enhanced offerings fail to engage our users or partners, we may fail to attract or retain users or to generate sufficient revenue, operating margin, or other value to justify our investments, any of which may seriously harm our business. In addition, management may not properly ascertain or assess the risks of new initiatives, and subsequent events may alter the risks that were evaluated at the time we decided to execute any new initiative. Creating additional offerings can also divert our management's attention from other business issues and opportunities. Even if our new offerings attain market acceptance, those new offerings could exploit the market share of our existing product offerings or share of our users' wallets in a manner that could negatively impact their ecosystem. Furthermore, such expansion of our business increases the complexity of our business and places an additional burden on our management, operations, technical systems and financial resources and we may not recover the often-substantial up-front costs of developing and marketing new offerings, or recover the opportunity cost of diverting management and financial resources away from other offerings. In the event of continued growth of our operations, products or in the number of third-party relationships, we may not have adequate resources, operationally, technologically or otherwise to support such growth and the quality of our technology, offerings or our relationships with third parties could suffer. In addition, failure to effectively identify, pursue and execute new business initiatives, or to efficiently adapt our processes and infrastructure to meet the needs of our innovations, may adversely affect our business, financial condition, results of operations and prospects.

Any new offerings may also require our users to utilize new skills to use our offerings. This could create a lag in adoption of new offerings and new user additions related to any new offerings. To date, new offerings and enhancements of our existing technology have not hindered our user growth or engagement, but that may be the result of a large portion of our user base being in a younger demographic and more willing to invest the time to learn to use our products most effectively. To the extent that future users, including those in older demographics, are less willing to invest the time to learn to use our products, and if we are unable to make our products easier to learn to use, our user growth or engagement could be affected, and our business could be harmed. We may develop new products that increase user engagement and costs without increasing revenue.

Additionally, we may make bad or unprofitable decisions regarding these investments. If new or existing competitors offer more attractive offerings, we may lose users or users may decrease their spending on our offerings. New customer demands, superior competitive offerings, new industry standards or changes in the regulatory environment could render our existing offerings unattractive, unmarketable or obsolete and require us to make substantial unanticipated changes to our technology or business model. Our failure to adapt to a rapidly changing market or evolving customer demands could harm our business, financial condition, results of operations and prospects.

The growth of our Interactive segment will depend on our ability to attract and retain users.

Our ability to achieve growth in revenue in the future in our Interactive segment and its Barstool Sports sports betting and online gaming apps will depend, in large part, upon our ability to attract new users to our offerings, retain existing users of our offerings and reactivate 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 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 intend to leverage a broad array of advertising channels, including television, radio, 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 gaming, or if the prices at which we may purchase listings increase, then our costs could increase, and fewer users may click through to our website. If links to our website are not displayed prominently in online search results, if fewer users click through to our website, if our other digital marketing campaigns are not effective, 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 Barstool Sportsbook app and online gaming. Growth in the sportsbook and 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 platform 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 platform, 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. We may experience lower than expected profitability and potentially significant losses as a result of a failure to determine accurately the odds in relation to any particular event and/or any failure of its sports risk management processes.

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 the bookmaker over a large number of events and therefore, over the long term, our gross win percentage has remained fairly constant. 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 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 states 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 assure you that all state legislation and regulators will always allow operators to execute limits at the individual customer level, or at their sole discretion.

We extend credit to a portion of our customers, 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. 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 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 sports betting and online gaming products depends on a variety of factors and is not completely controlled by us.

The sports betting and online gaming industries are characterized by an element of chance. Accordingly, we employ theoretical win rates to estimate what a certain type of sports bet or iCasino game, 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 our iCasino and sports betting offerings. We use the hold percentage as an indicator of the performance of the iCasino game or sports bet against its expected outcome. Although each iCasino game or sports bet 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 gambling. As a result of the variability in these factors, the actual win rates on our iCasino and sports bets may differ from the theoretical win rates we have estimated and could result in the user's winnings exceeding those anticipated. The variability of win rates (hold rates) also have the potential to negatively impact our 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 will 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 digital sports entertainment 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 or launching new online gaming or sports betting channels, which may lead to increased costs and delays in anticipated revenues.

No assurance can be given that, when we endeavor to open new or upgraded gaming properties or launch new online gaming or sports betting channels, the expected timetables for opening such properties or channels will be met in light of the uncertainties inherent in the development of the regulatory framework, construction, the licensing process, legislative action and litigation. In addition, as we seek to launch online gaming and sports betting apps in additional states, we will need to hire additional qualified employees, such as engineers, IT professionals and other 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 could lead to increased costs and delays in receiving anticipated revenues with respect to such properties or channels and could have a material adverse effect on our financial condition, results of operations, and cash flows.

Risks Related to Our Capital Structure

Our indebtedness could adversely affect our financial health and prevent us from fulfilling our obligations under our outstanding indebtedness.

As of December 31, 2021, we had indebtedness of \$2.8 billion, including \$1.6 billion outstanding under our Senior Secured Credit Facilities. In addition, we are required to make significant annual lease payments to our REIT Landlords pursuant to the Triple Net Leases, which we currently expect will be approximately \$806.2 million for the year ending December 31, 2022.

We have indebtedness and significant fixed annual lease payments under the Triple Net Leases. Our indebtedness and additional fixed costs under our Lease obligations could have important consequences to our financial health.

The lack of availability and cost of financing could have an adverse effect on our business.

We intend to finance some of our current and future expansion, development and renovation projects and acquisitions with cash flow from operations, borrowings under our Senior Secured Credit Facilities and equity or debt financings. If we are unable to finance our current or future projects, we could have to seek alternative financing. Depending on credit market conditions, 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 financial condition, results of operations, and cash flows.

The capacity under our Revolving Credit Facility is \$700.0 million, of which \$674.0 million is available as of December 31, 2021. Our Revolving Credit Facility expires in 2023. There is no certainty that our lenders will continue to remain solvent or fund their respective obligations under our Senior Secured Credit Facilities.

To service our indebtedness, we will require a significant amount of cash, which depends on many factors beyond our control.

We cannot assure you that our business will generate sufficient cash flow from operations or that future borrowings will be available to us under our Senior Secured Credit Facilities in amounts sufficient to enable us to fund our liquidity needs, including with respect to our indebtedness. 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 (including as a result of COVID-19), 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.

General Risk Factors

We are or may become involved in legal proceedings that, if adversely adjudicated or settled, could impact our financial condition and results of operations.

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 financial condition, results of operations, and cash flows.

We face extensive regulation from gaming authorities, which could have a material adverse effect on us.

As owners and managers of retail casino gaming, online gaming, sports betting, video lottery, VGTs, and pari-mutuel wagering operations, we are subject to extensive state and local regulation. These 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. Like all gaming operators in the jurisdictions in which we operate, we must periodically apply to renew our gaming licenses or registrations and have the suitability of certain of our directors, officers and employees approved. We cannot assure you that we will be able to obtain such renewals or approvals. Regulatory authorities have input into our operations, for instance, hours of operation, location or relocation of a

facility, and numbers and types of slot machines and table games. Gaming regulators 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 against us, our subsidiaries, or the people involved in violating 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 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 and state law applicable to retail casino gaming, online gaming, and sports betting, are new or developing in light of emerging technologies. New and developing areas of law may be subject to the interpretation of the government agencies tasked with enforcing them and/or courts in which parties challenge the interpretation or enforcement of them. In some circumstances, a government agency may interpret a statute or regulation in one manner and then reconsider its interpretation at a later date. 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 states 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 operating results.

Certain public and private issuances of securities and other transactions that we are party to also require the approval of some state regulatory authorities.

We have demonstrated suitability to obtain and have obtained all governmental licenses, registrations, permits, and approvals necessary for us to operate our existing gaming and pari-mutuel properties. 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 in one jurisdiction could trigger the loss of a license or affect our eligibility for a license in another jurisdiction. As we expand our gaming operations in our existing jurisdictions or to new areas, we may have to meet additional suitability requirements and obtain additional licenses, registrations, permits and approvals from gaming 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 online gaming and sports betting initiatives because regulations in this area are not as fully developed or established.

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

We are subject to certain federal, state and other regulations, and if we fail to comply with such regulations, it could have a material adverse effect on our financial condition, results of operations, and cash flow.

We are subject to certain federal, state, 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, employees, partners, affiliates, or customers could have a material adverse effect on our financial condition, results of operations, and cash flows.

The riverboats on which we operate must 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 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. 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 laws, or new federal or state 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, and foreign privacy laws and regulations, including without limitation the California Consumer Privacy Act, the General Data Protection Regulation and the 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 financial condition, results of operations, and cash flows.

We must comply with federal, state, and foreign requirements regarding notice and consent to obtain, use, share, transmit and store such information. 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 individuals or regulatory authorities, 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 which could have an adverse effect on us.

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 definitively, and may result in additional expense in the event that additional or currently unknown conditions are detected.

In the event we make another acquisition, we may face risks related to our ability to receive regulatory approvals required to complete, or other delays or impediments to completing, such acquisition.

Our growth is fueled, in part, by the acquisition of existing gaming, racing, and development properties, as well as our online gaming and sports betting initiatives. In addition to standard closing conditions, our acquisitions are often conditioned on the receipt of regulatory approvals and other hurdles that create uncertainty and could increase costs. Such delays could significantly reduce the benefits to us of such acquisitions and could have a material adverse effect on our financial condition, results of operations, and cash flows.

Material increases to our taxes or the adoption of new taxes or the authorization of new or increased forms of gaming could have a material adverse effect on our future financial results.

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 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. From time-to-time, federal, state, and local legislators and officials have proposed changes in tax laws, or in the administration of such laws, affecting the gaming industry. In addition, worsening economic conditions could intensify the efforts of state 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 financial condition, results of operations, and cash flows. If various state and local governments face economic challenges, it becomes more likely that those governments could seek to fund such deficits with new or increased gaming legislation or new or increased gaming taxes and/or property taxes. Deteriorating economic conditions could intensify those efforts. Any new or increased gaming or the material increase or adoption of additional taxes or fees, could have a material adverse effect on our future financial results, especially in light of our significant fixed rent payments.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

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
Northeast segment					
Ameristar East Chicago	East Chicago, IN	—	—	Land, buildings, boat	22
Greektown Casino-Hotel	Detroit, MI	—	—	Land, buildings	8
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 Lawrenceburg	Lawrenceburg, IN	Land, buildings	—	Land, buildings, boat	108
Hollywood Casino Morgantown	Morgantown, PA	Building	—	Land	36
Hollywood Casino at Penn National Race Course	Grantville, PA	—	—	Land ⁽¹⁾ , racetrack, buildings	574
Hollywood Casino Perryville	Perryville, MD	—	—	Land, buildings	36
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
Hollywood Casino at Meadows Racetrack	Washington, PA	—	—	Land, racetrack, buildings	156
Plainridge Park Casino	Plainville, MA	—	—	Land, racetrack, buildings	88
South segment					
1 st Jackpot Casino	Tunica, MS	—	—	Land ⁽²⁾ , buildings, boat	147
Ameristar Vicksburg	Vicksburg, MS	—	—	Land, buildings, boat	74
Boomtown Biloxi	Biloxi, MS	—	—	Land ⁽³⁾ , 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	68
L'Auberge Baton Rouge	Baton Rouge, LA	Undeveloped land	478	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
Resorts Casino Tunica ⁽⁴⁾	Tunica, MS	—	—	—	—
West segment					
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
Tropicana Las Vegas	Las Vegas, NV	—	—	Land, buildings	35
Zia Park Casino	Hobbs, NM	—	—	Land, racetrack, buildings	317
Midwest segment					
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 ⁽⁵⁾ , 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 ⁽⁶⁾ , buildings, barge	83

Other

Freehold Raceway	Freehold, NJ	Land, racetrack, buildings	51	—	—
	Cherry Hill, NJ	Undeveloped land	10	—	—
Retama Park Racetrack ⁽⁷⁾	Selma, TX	Undeveloped land	14	—	—
Sam Houston Race Park	Houston, TX	Land, racetrack, buildings	168	—	—
Sanford-Orlando Kennel Club ⁽⁸⁾	Longwood, FL	Land, building	2	—	—
Valley Race Park	Harlingen, TX	Land, racetrack, buildings	71	—	—
			<u>949</u>		<u>4,490</u>

(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) Resorts Casino Tunica ceased operations on June 30, 2019, but remains subject to the Penn Master Lease.

(5) Of which, 38 acres is subject to the Penn Master Lease.

(6) Of which, 24 acres is land surrounding River City Casino reserved for community and recreational facilities.

(7) The land, racetrack, and buildings used in the operations of Retama Park Racetrack are owned by the City of Selma, Texas. We own undeveloped land adjacent to the Retama Park Racetrack.

(8) In the fourth quarter of 2020, we sold the land related to the Sanford-Orlando Kennel Club due to state regulation prohibiting greyhound racing. We continue to offer simulcast racing at our existing facility.

We lease office and warehouse space in various locations outside of our operating properties, including 86,542 square feet of office space for our shared services center in Las Vegas, Nevada; 41,016 square feet of executive office and warehouse space in Wyomissing, Pennsylvania; 79,812 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; 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 Senior Secured 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 21, 2022, there were 1,589 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 Senior Secured Credit Facilities and senior notes restrict, 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

On each of February 22, 2021 and August 23, 2021, the Company issued 43 shares of Series D Preferred Stock in conjunction with acquiring an additional 22,824 shares of Barstool Sports common stock. The issuances were exempt from registration pursuant to Section 4(a)(2) of the Securities Act. The acquisition of the incremental Barstool Sports common stock represents a partial settlement of the 1% purchase on a delayed basis as described in [Note 7, "Investments in and Advances to Unconsolidated Affiliates."](#)

On February 22, 2021 and August 23, 2021, 151.2 shares of Series D Preferred Stock and 43 shares of Series D Preferred Stock, respectively, were converted to common stock. As a result of the conversion, the Company issued 151,200 shares of common stock and 43,000 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 August 25, 2021, we issued 198,103 shares of our common stock in connection with the closing of our 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"). The issuance was exempt from registration pursuant to Section 4(a)(2) of the Securities Act.

On October 19, 2021, in connection with the closing of the acquisition of theScore and as disclosed in the Company's Current Report on Form 8-K filed on October 19, 2021, the Company issued a total of 12,319,340 shares of our common stock, 311,119 options to purchase shares of our common stock ("Company Option") and 472,588 restricted stock units covering our common stock ("Company RSU") and an indirect wholly owned subsidiary of the Company ("Purchaser") issued a total of 768,441 shares of Purchaser that are exchangeable into shares of our common stock ("Exchangeable Shares"). The shares of common stock, Company Options, Company RSUs and Exchangeable Shares were issued in reliance upon Section 3(a)(10) of the Securities Act.

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, 2021 compared to December 31, 2020. Discussion of our financial condition and results of operations as of and for the year ended December 31, 2020 compared to December 31, 2019 can be found in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020, filed with the Securities and Exchange Commission on February 26, 2021.

EXECUTIVE OVERVIEW

Our Business

With a gaming footprint that includes 44 properties across 20 states as of December 31, 2021, Penn National Gaming, Inc., together with its subsidiaries ("Penn National," the "Company," "we," "our," or "us") is a highly innovative omni-channel provider of retail casino gaming, online gaming, live racing, sports betting, and digital sports content. Our wholly-owned interactive division, Penn Interactive Ventures, LLC ("Penn Interactive"), operates retail sports betting in the Company's retail properties, as well as online sports betting and online social casino, bingo, and iCasino products (collectively, "iGaming"). In October 2021, we acquired Score Media and Gaming, Inc. ("theScore"), a sports betting and digital media company. In addition, in February 2020, we entered a strategic partnership with Barstool Sports, Inc. ("Barstool Sports"), a leading digital sports, entertainment, lifestyle and media company. Combined with the power of theScore and Barstool Sports, Penn National has evolved into a leading North American digital sports content, gaming and technology company. The Company's omni-channel approach is further bolstered by its mychoice customer loyalty program (the "mychoice program"), which rewards and recognizes its over 25 million members for their loyalty to both retail and online gaming and sports betting products with a dynamic set of industry offers, experiences, and service levels.

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 the Penn Master Lease and the Pinnacle Master Lease (as such terms are defined in ["Liquidity"](#)).

[and Capital Resources](#)” and collectively referred to as the “Master Leases”), with Gaming and Leisure Properties, Inc. (Nasdaq: GLPI) (“GLPI”), a real estate investment trust (“REIT”).

Impact of the COVID-19 Pandemic and Company Response

On March 11, 2020, the World Health Organization declared the novel coronavirus (known as “COVID-19”) outbreak to be a global pandemic. To help combat the spread of COVID-19 and pursuant to various orders from state gaming regulatory bodies or governmental authorities, operations at all of our properties were temporarily suspended for single or multiple time periods during 2020 and into 2021. Once reopened, properties operated with reduced gaming and hotel capacity and limited food and beverage offerings in order to accommodate social distancing and health and safety protocols. As of December 31, 2021, the majority of our properties are operating at full capacity while adhering to state mandated health and safety protocols.

The COVID-19 pandemic caused significant disruptions to our business and had a material adverse impact on our financial condition, results of operations and cash flows. As a consequence, between March 13, 2020 and December 31, 2020, we entered into a series of transactions to improve our financial position and liquidity, as described in the relevant notes to our Consolidated Financial Statements. Additionally, we completed a \$400.0 million offering of senior unsecured notes on July 1, 2021, as discussed in [Note 11, “Long term debt.”](#) We could experience further adverse impacts as a result of the COVID-19 pandemic, including, but not limited to, temporarily suspending operations at our properties if ordered by such governmental bodies, or capacity restrictions on our operations. Actual results may differ materially from the Company’s current estimates as the scope of the COVID-19 pandemic evolves, depending largely, though not exclusively, on the impact of required capacity reductions, social distancing and health and safety guidelines, and the sustainability of current trends in recovery at our properties.

Recent Acquisitions, Development Projects and Other

In February 2020, we closed on our investment in Barstool Sports pursuant to a stock purchase agreement with Barstool Sports and certain stockholders of Barstool Sports, in which we purchased 36% (inclusive of 1% on a delayed basis) of the common stock, par value \$0.0001 per share, of Barstool Sports for a purchase price of \$161.2 million. Within three years after the closing of the transaction or earlier at our election, we will increase our ownership in Barstool Sports to approximately 50% by purchasing approximately \$62.0 million worth of additional shares of Barstool Sports common stock, consistent with the implied valuation at the time of the initial investment, which was \$450.0 million. With respect to the remaining Barstool Sports shares, we have immediately exercisable call rights, and the existing Barstool Sports stockholders have put rights exercisable beginning three years after closing, of which the purchase price on the remaining 50% of the shares is defined to be \$325.0 million, subject to certain adjustments, which is discussed further within [Note 7, “Investments in and Advances to Unconsolidated Affiliates.”](#)

Upon closing, we became Barstool Sports’ exclusive gaming partner for up to 40 years and have the sole right to utilize the Barstool Sports brand for all of our online and retail sports betting and iGaming products. In addition, Penn Interactive has entered into multi-year agreements with leading sports betting operators for online sports betting and iCasino market access across our portfolio of properties.

On April 16, 2020, we sold the real estate assets associated with the operations of Tropicana Las Vegas Hotel and Casino, Inc. (“Tropicana”) property to GLPI in exchange for rent credits of \$307.5 million, and utilized the rent credits to pay rent under our existing Master Leases and the Meadows Racetrack and Casino Lease, beginning in May 2020. Contemporaneous with the sale, the Company entered into the Tropicana Lease, (as defined and discussed in [Note 12, “Leases”](#) to our Consolidated Financial Statements). On January 11, 2022, Penn National entered into a definitive purchase agreement to sell its outstanding equity interest in Tropicana, which has the gaming license and operates the Tropicana, to Bally’s Corporation (“Bally’s”). This transaction is expected to close within the second half of 2022, subject to Penn National, GLPI, and Bally’s entering into definitive agreements and obtaining regulatory approval.

On October 1, 2020, we sold the land underlying our Morgantown development project to GLPI in exchange for rent credits of \$30.0 million. Contemporaneous with the sale, the Company entered into a triple net lease with GLPI for the land underlying Morgantown (as defined and discussed in [Note 12, “Leases”](#) to our Consolidated Financial Statements).

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 equity, and a \$3.0 million contingent liability.

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. Simultaneous with the closing, we entered into a

lease with GLPI for the real estate assets associated with Hollywood Casino Perryville for initial annual rent of \$7.8 million per year subject to escalation.

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 equity. In conjunction with the acquisition, we recorded a gain of \$29.9 million on our equity method investment.

On October 19, 2021, we acquired 100% of theScore for a purchase price of approximately \$2.1 billion. Under the terms of the agreement, 1317774 B.C. Ltd. (the “Purchaser”), an indirectly wholly owned subsidiary of Penn National, acquired each of the issued and outstanding theScore shares (other than those held by Penn National and its subsidiaries) for US\$17.00 per share in cash consideration, totaling \$0.9 billion, 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. The acquisition provides us with the technology, resources and audience reach to accelerate our media and sports betting strategy across North America.

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 partnership with Barstool Sports and the acquisition of theScore reflect our strategy to continue evolving from the nation’s largest regional gaming operator to a best-in-class omni-channel provider of retail and online gaming and sports betting entertainment.

Operating and Competitive Environment

Most of our properties operate in mature, competitive markets. We expect that the majority of our future growth will come from new business lines or distribution channels, such as retail and online gaming and sports betting; entrance into new jurisdictions; expansions of gaming in existing jurisdictions; and, to a lesser extent, improvements/expansions of our existing properties and strategic acquisitions of gaming properties. 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 have also made investments in joint ventures that we believe will allow us to capitalize on additional gaming opportunities in certain states if legislation or referenda are passed that permit and/or expand gaming in these jurisdictions and we are selected as a licensee.

As the COVID-19 pandemic evolves, we continue to adjust operations and cost structures at our properties to reflect the changing economic and health and safety conditions. We also continue to focus on revenue and cost synergies from recent acquisitions, and offering our customers additional gaming experiences through our omni-channel distribution strategy. We seek to continue to expand our customer database by partnering with third-party operators such as Choice Hotels International, Inc. to expand our loyalty program, as well as through accretive investments or acquisitions, such as Barstool Sports and theScore, capitalize on organic growth opportunities from the development of new properties or the expansion of recently-developed business lines, and develop partnerships that allow us to enter new jurisdictions for iCasino and sports betting.

The gaming industry is characterized by an increasingly high degree of competition among a large number of participants, including riverboat casinos; dockside casinos; land-based casinos; video lottery; iGaming; online and retail sports betting; sports media companies; gaming at taverns; gaming at truck stop establishments; sweepstakes and poker machines not located in casinos; the potential for increased fantasy sports; significant growth of Native American gaming tribes, historic racing or state-sponsored i-lottery products in or adjacent to states we operate in; and other forms of gaming in the U.S. See the [“Segment comparison of the years ended December 31, 2021 and 2020”](#) section below for discussions of the impact of competition 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 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 lackluster recoveries from recessions, high unemployment levels, higher income taxes, low levels of consumer confidence, weakness in the housing market, high fuel or other transportation costs, and most recently, the effects of the COVID-19 pandemic. 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 84%, 87% and 92% of our gaming revenue in 2021, 2020 and 2019, respectively) and, to a lesser extent, table games. 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 and sports betting 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 15% to 27% 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 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, table games, and pari-mutuel wagering. 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, 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

During the fourth quarter of 2021, the Company evaluated its reportable segments and changed them to: Northeast, South, West, Midwest, and Interactive. This change reflects management’s belief that the operating results of our Interactive segment represent a strategic and high growth component of our overall operations. The Interactive segment, which was previously reported within Other, includes the operating results of Penn Interactive, theScore, and the Company’s proportionate share of earnings attributable to its equity method investment in Barstool Sports. Corporate expense will continue to be reported in Other in addition to stand-alone racing operations, other joint ventures, management contracts, and Heartland Poker Tour.

As a result of the change in reportable segments described above, the Company has recast previously reported segment information to conform to the current management view for all prior periods presented. The changes to reportable segments had no impact to the Company’s consolidated financial statements. 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 on a basis 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.

<i>(dollars in millions)</i>	For the year ended December 31,		
	2021	2020	2019
Revenues:			
Northeast segment	\$ 2,552.4	\$ 1,639.3	\$ 2,399.9
South segment	1,322.2	849.6	1,118.9
West segment	521.4	302.5	642.5
Midwest segment	1,102.7	681.4	1,094.5
Interactive segment	432.9	121.1	38.3
Other ⁽¹⁾	10.6	3.9	9.2
Intersegment eliminations ⁽²⁾	(37.2)	(19.1)	(1.9)
Total	\$ 5,905.0	\$ 3,578.7	\$ 5,301.4
Net income (loss)	\$ 420.5	\$ (669.1)	\$ 43.1
Adjusted EBITDAR:			
Northeast segment	\$ 848.4	\$ 478.9	\$ 720.8
South segment	587.0	318.9	369.8
West segment	195.0	82.2	198.8
Midwest segment	500.1	258.3	403.6
Interactive segment	(35.4)	37.2	11.6
Other ⁽¹⁾	(100.7)	(80.7)	(99.4)
Total ⁽³⁾	1,994.4	1,094.8	1,605.2
Rent expense associated with triple net operating leases ⁽⁴⁾	(454.4)	(419.8)	(366.4)
Adjusted EBITDA	\$ 1,540.0	\$ 675.0	\$ 1,238.8
Net income (loss) margin	7.1 %	(18.7)%	0.8 %
Adjusted EBITDAR margin	33.8 %	30.6 %	30.3 %
Adjusted EBITDA margin	26.1 %	18.9 %	23.4 %

(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 National on August 1, 2021), the Company's joint venture interests in Freehold Raceway; our management contract for Retama Park Racetrack and our live and televised poker tournament series that operates under the trade name, Heartland Poker Tour ("HPT"). 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 expenses, professional fees, travel expenses and other general and administrative expenses that do not directly relate to or have not otherwise been allocated to a property.

(2) Primarily represents the elimination of intersegment revenues associated with our internally-branded 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) Solely comprised of rent expense associated with the operating lease components contained within our triple net master lease dated November 1, 2013 with GLPI and the triple net master lease assumed in connection with our acquisition of Pinnacle Entertainment, Inc. (primarily land), our individual triple net leases with GLPI for the real estate assets used in the operation of Tropicana Las Vegas Hotel and Casino and Hollywood

Casino at Meadows Racetrack, and our individual triple net leases with VICI for the real estate assets used in the operations of Margaritaville Casino Resort and Greektown Casino-Hotel (of which the Tropicana Lease, Meadows Lease, Margaritaville Lease and the Greektown Lease are defined in "[Liquidity and Capital Resources](#)") and are referred to collectively as our "triple net operating leases." The finance lease components contained within the Master Leases (primarily buildings), the Perryville Lease determined to be a finance lease (as defined in "[Liquidity and Capital Resources](#)"), and the financing obligation associated with the Morgantown Lease (as defined in "[Liquidity and Capital Resources](#)") result in interest expense, or interest expense and depreciation expense, as opposed to rent expense.

During the years ended December 31, 2021 and 2020, our properties' temporary closure dates pursuant to various orders from state gaming regulatory bodies or governmental authorities to combat the rapid spread of COVID-19 are shown below:

	Location	Temporary Closure and Reopening Date	Temporary Closure and Reopening Date
Northeast segment			
Ameristar East Chicago	East Chicago, IN	March 16, 2020 - June 15, 2020	
Greektown Casino-Hotel	Detroit, MI	March 16, 2020 - August 5, 2020	November 17, 2020 - December 23, 2020
Hollywood Casino Bangor	Bangor, ME	March 16, 2020 - July 10, 2020	
Hollywood Casino at Charles Town Races	Charles Town, WV	March 18, 2020 - June 5, 2020	
Hollywood Casino Columbus	Columbus, OH	March 13, 2020 - June 19, 2020	
Hollywood Casino Lawrenceburg	Lawrenceburg, IN	March 16, 2020 - June 15, 2020	
Hollywood Casino at Penn National Race Course	Grantville, PA	March 17, 2020 - June 19, 2020	December 12, 2020 - January 4, 2021
Hollywood Casino Toledo	Toledo, OH	March 13, 2020 - June 19, 2020	
Hollywood Gaming at Dayton Raceway	Dayton, OH	March 13, 2020 - June 19, 2020	
Hollywood Gaming at Mahoning Valley Race Course	Youngstown, OH	March 13, 2020 - June 19, 2020	
Marquee by Penn ⁽¹⁾	Pennsylvania	March 19, 2020 - June 5, 2020	December 12, 2020 - January 4, 2021
Hollywood Casino at Meadows Racetrack	Washington, PA	March 17, 2020 - June 9, 2020	December 12, 2020 - January 4, 2021
Plainridge Park Casino	Plainville, MA	March 15, 2020 - July 8, 2020	
South segment			
1 st Jackpot Casino	Tunica, MS	March 17, 2020 - May 21, 2020	
Ameristar Vicksburg	Vicksburg, MS	March 17, 2020 - May 21, 2020	
Boomtown Biloxi	Biloxi, MS	March 17, 2020 - May 21, 2020	
Boomtown Bossier City	Bossier City, LA	March 17, 2020 - May 20, 2020	
Boomtown New Orleans	New Orleans, LA	March 17, 2020 - May 18, 2020	
Hollywood Casino Gulf Coast	Bay St. Louis, MS	March 17, 2020 - May 21, 2020	
Hollywood Casino Tunica	Tunica, MS	March 17, 2020 - May 21, 2020	
L'Auberge Baton Rouge	Baton Rouge, LA	March 17, 2020 - May 18, 2020	
L'Auberge Lake Charles	Lake Charles, LA	March 17, 2020 - May 18, 2020	
Margaritaville Resort Casino	Bossier City, LA	March 17, 2020 - May 18, 2020	
West segment			
Ameristar Black Hawk	Black Hawk, CO	March 17, 2020 - June 17, 2020	
Cactus Petes and Horseshu	Jackpot, NV	March 17, 2020 - June 4, 2020	
M Resort	Henderson, NV	March 17, 2020 - June 4, 2020	
Tropicana Las Vegas Hotel and Casino	Las Vegas, NV	March 17, 2020 - September 17, 2020	
Zia Park Casino	Hobbs, NM	March 16, 2020 - March 5, 2021	April 8, 2021 - April 21, 2021
Midwest segment			
Ameristar Council Bluffs	Council Bluffs, IA	March 17, 2020 - June 1, 2020	
Argosy Casino Alton	Alton, IL	March 16, 2020 - July 1, 2020	November 20, 2020 - January 23, 2021
Argosy Casino Riverside	Riverside, MO	March 18, 2020 - June 1, 2020	
Hollywood Casino Aurora	Aurora, IL	March 16, 2020 - July 1, 2020	November 20, 2020 - January 19, 2021
Hollywood Casino Joliet	Joliet, IL	March 16, 2020 - July 1, 2020	November 20, 2020 - January 22, 2021
Hollywood Casino at Kansas Speedway	Kansas City, KS	March 17, 2020 - May 25, 2020	
Hollywood Casino St. Louis	Maryland Heights, MO	March 18, 2020 - June 16, 2020	
Prairie State Gaming ⁽¹⁾	Illinois	March 16, 2020 - July 1, 2020	November 20, 2020 - January 16, 2021
River City Casino	St. Louis, MO	March 18, 2020 - June 16, 2020	
Other			
Freehold Raceway	Freehold, NJ	March 16, 2020 - August 27, 2020	
Retama Park Racetrack	Selma, TX	March 19, 2020 - June 4, 2020	
Sam Houston Race Park	Houston, TX	March 19, 2020 - June 4, 2020	
Sanford-Orlando Kennel Club	Longwood, FL	March 13, 2020 - May 26, 2020	
Valley Race Park	Harlingen, TX	March 19, 2020 - remains closed	

(1) VGT route operations

Consolidated comparison of the years ended December 31, 2021 and 2020
Revenues

The following table presents our consolidated revenues:

<i>(dollars in millions)</i>	For the year ended December 31,			\$ Change		% Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019	2021 vs. 2020	2020 vs. 2019
Revenues							
Gaming	\$ 4,945.3	\$ 3,051.1	\$ 4,268.7	\$ 1,894.2	\$ (1,217.6)	62.1 %	(28.5)%
Food, beverage, hotel and other	959.7	527.6	1,032.7	432.1	(505.1)	81.9 %	(48.9)%
Total revenues	<u>\$ 5,905.0</u>	<u>\$ 3,578.7</u>	<u>\$ 5,301.4</u>	<u>\$ 2,326.3</u>	<u>\$ (1,722.7)</u>	65.0 %	(32.5)%

Gaming revenues for the year ended December 31, 2021 increased by \$1.9 billion compared to the prior year primarily due to easing of capacity restrictions, strong visitation levels, increased length of play, revenue-enhancing investment in technology, continued growth in our online and sports betting revenues and the inclusion of the operating results of three new properties: Hollywood Casino Perryville, which was acquired on July 1, 2021, Hollywood Casino York, which opened August 12, 2021 and Hollywood Casino Morgantown, which opened December 22, 2021.

During the year ended December 31, 2020, gaming revenues were negatively impacted by temporary closures for a portion of the year at all of our properties due to the COVID-19 pandemic. Additionally, upon reopening occurring mainly in 2020, restrictions on gaming patron capacity were in place across all of our properties.

Food, beverage, hotel and other revenues for the year ended December 31, 2021 increased by \$432.1 million compared to the prior year, primarily due to strong visitation levels, lifting of capacity and operational restrictions previously in place in response to the COVID-19 pandemic, as well as the inclusion of the operating results from our three new properties discussed above. Additionally, other revenues include a gross-up of gaming tax reimbursement amounts derived from arrangements which allow our third-party partners to operate online casinos and online sportsbooks under our gaming licenses of \$180.2 million for the year ended December 31, 2021.

During the year ended December 31, 2020, food, beverage, hotel and other revenues were negatively impacted by temporary closures for a portion of the year at all of our properties due to the COVID-19 pandemic. Additionally, upon reopening occurring mainly in 2020, our properties were subject to the implementation of social distancing and health and safety protocols, reduced hotel capacity and limitations on the number of food and beverage offerings.

See [“Segment comparison of the years ended December 31, 2021, and 2020”](#) below for more detailed explanations of the fluctuations in revenues.

Operating expenses

The following table presents our consolidated operating expenses:

<i>(dollars in millions)</i>	For the year ended December 31,			\$ Change		% Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019	2021 vs. 2020	2020 vs. 2019
Operating expenses							
Gaming	\$ 2,540.7	\$ 1,530.3	\$ 2,281.8	\$ 1,010.4	\$ (751.5)	66.0 %	(32.9)%
Food, beverage, hotel and other	607.3	337.7	672.7	269.6	(335.0)	79.8 %	(49.8)%
General and administrative	1,352.9	1,130.8	1,187.7	222.1	(56.9)	19.6 %	(4.8)%
Depreciation and amortization	344.5	366.7	414.2	(22.2)	(47.5)	(6.1)%	(11.5)%
Impairment losses	—	623.4	173.1	(623.4)	450.3	(100.0)%	260.1 %
Total operating expenses	<u>\$ 4,845.4</u>	<u>\$ 3,988.9</u>	<u>\$ 4,729.5</u>	<u>\$ 856.5</u>	<u>\$ (740.6)</u>	21.5 %	(15.7)%

Gaming expenses consist primarily of salaries and wages associated with our gaming operations, gaming taxes, and marketing and promotional costs. Gaming expenses for the year ended December 31, 2021 increased \$1.0 billion compared to

the prior year primarily due to an increase in gaming taxes resulting from the increase in gaming revenues, as discussed above, as well as increases in payroll and marketing and promotional expenses due to increased volumes. During the year ended December 31, 2020, all of our properties were subject to temporary closures for a portion of the year due to the COVID-19 pandemic, and upon reopening, operated under restricted gaming patron capacity.

Food, beverage, hotel and other expenses consist primarily of payroll expenses and costs of goods sold associated with our food, beverage, hotel, retail, racing, and interactive operations. Also included in other expenses for the year ended December 31, 2021 are gaming taxes of \$180.2 million on revenues derived from arrangements which allow for third-party partners to operate online casinos and online sportsbooks under our gaming licenses for which we collect and remit applicable gaming taxes. Food, beverage, hotel and other expenses for the year ended December 31, 2021 increased \$269.6 million compared to the prior year, primarily due to the inclusion of the gaming taxes in the current year periods, discussed above, and increases in cost of sales and payroll expenses due to increased volumes experienced subsequent to reopening. The prior year was impacted by temporary closures for a portion of the year at all of our properties due to the COVID-19 pandemic and upon reopening occurring mainly in 2020 our properties operated within locally restricted capacity and limited food and beverage and other amenities offerings.

General and administrative expenses include items such as compliance, facility maintenance, utilities, property and liability insurance, surveillance and security, lobbying expenses, and certain housekeeping services, 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; 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); restructuring costs (primarily severance) associated with a company-wide initiative triggered by the COVID-19 pandemic; and rent expense associated with our triple net operating leases.

General and administrative expenses for the year ended December 31, 2021 increased primarily due to an increase of \$112.0 million in payroll expenses with lower payroll costs incurred as a result of property closures and limited capacity upon reopening during the year ended December 31, 2020, a \$24.2 million increase in general facility costs related to increased property volumes, and a \$34.6 million increase in rent expenses associated with our triple net operating leases, principally related to the Tropicana Lease. Furthermore, general and administrative expenses include legal and other professional costs of \$43.1 million associated with acquisitions, primarily related to theScore, additional costs related to stock compensation of \$20.6 million, and a \$12.5 million political contribution related to the California sports betting initiative. These increases were offset by a decrease in the Company's cash-settled stock-based awards expense of \$66.0 million, which is primarily driven by the Company's stock price. Additionally, general and administrative expenses for year ended December 31, 2020, includes a \$29.8 million gain from the sale of our Tropicana property in April 2020.

Depreciation and amortization for the year ended December 31, 2021 decreased year over year primarily due to fixed assets and intangible assets becoming fully depreciated and amortized, and the sale of the real estate assets of Tropicana in April 2020.

Impairment losses for the year ended December 31, 2020 primarily relate to impairments taken on our goodwill and other intangible assets of \$113.0 million and \$498.5 million, respectively, as a result of an interim impairment assessment during the first quarter of 2020. During the first quarter of 2020, we identified an indicator of impairment triggered by the COVID-19 pandemic, which caused all of our gaming properties to temporarily close. Additionally, we recorded an impairment charge of \$7.3 million resulting from an impairment analysis of the long-lived assets at the Tropicana Las Vegas and an impairment charge of \$4.6 million on our investment in the Texas joint venture. There were no impairment losses for the year ended December 31, 2021.

Other income (expenses)

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

<i>(dollars in millions)</i>	For the year ended December 31,			\$ Change		% Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019	2021 vs. 2020	2020 vs. 2019
Other income (expenses)							
Interest expense, net	\$ (561.7)	\$ (543.2)	\$ (534.2)	\$ (18.5)	\$ (9.0)	3.4 %	1.7 %
Income from unconsolidated affiliates	\$ 38.7	\$ 13.8	\$ 28.4	\$ 24.9	\$ (14.6)	180.4 %	(51.4)%
Loss on early extinguishment of debt	\$ —	\$ (1.2)	\$ —	\$ 1.2	\$ (1.2)	N/M	N/M
Other	\$ 2.5	\$ 106.6	\$ 20.0	\$ (104.1)	\$ 86.6	(97.7)%	433.0 %
Income tax benefit (expense)	\$ (118.6)	\$ 165.1	\$ (43.0)	\$ (283.7)	\$ 208.1	N/M	N/M

N/M - Not meaningful

Interest expense, net increased for the year ended December 31, 2021, as compared to the prior year, primarily due to interest expenses related to our Other long-term obligations.

Income from unconsolidated affiliates relates principally to Barstool Sports, and our Kansas Entertainment and Freehold Raceway joint ventures. The increase for the year ended December 31, 2021, compared to the prior year, was due to ongoing positive results in the operations at Hollywood Casino at Kansas Speedway, which was closed for a period in the prior year, and upon reopening in 2020, operated under capacity restrictions, and increases in income earned from our Barstool Sports investment, which we completed in February 2020. We record our proportionate share of Barstool Sports' net income or loss one quarter in arrears.

Loss on early extinguishment of debt for the year December 31, 2020 related to the write-offs of previously unamortized debt issuance costs and debt discounts in connection with the prepayment of Term Loan B-1 Facility, (as defined in [Note 11, "Long-term Debt,"](#) to our Consolidated Financial Statements). There were no principal prepayments of our long-term debt during the year ended December 31, 2021.

Other includes miscellaneous income and expense items and primarily relates to realized and unrealized gains and losses on equity securities (including warrants), held by Penn Interactive and unrealized gains and losses related to certain Barstool Sports shares. Equity securities were provided to the Company in conjunction with entering into multi-year agreements with sports betting operators for online sports betting and related iCasino market access across our portfolio. For the year ended December 31, 2021, other income primarily consisted of a \$29.9 million gain related to the valuation of our joint venture investment in Sam Houston and Valley Race Parks prior to the acquisition of the remaining 50% on August 1, 2021, offset by a net \$24.9 million loss related to realized and unrealized losses on equity securities. For the year ended December 31, 2020, other income was comprised primarily of \$106.7 million of unrealized gains on equity securities.

Income tax benefit (expense) for the year ended December 31, 2021, was a \$118.6 million expense, as compared to a \$165.1 million benefit for the year ended December 31, 2020. Our effective tax rate (income taxes as a percentage of income or loss from operations before income taxes) including discrete items was 22.0% for the year ended December 31, 2021, as compared to 19.8% for the year ended December 31, 2020. The Company's effective tax rate for the year ended December 31, 2021 was higher than the federal statutory tax rate of 21% primarily driven by state taxes, non-deductible expenses, and the increase in the federal valuation allowance (see [Note 14, "Income Taxes,"](#) in the notes to our Consolidated Financial Statements). The Company's effective tax rate for the year ended December 31, 2020 was lower than the federal statutory tax rate of 21% primarily driven by the change in the valuation allowance.

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, 2021 and 2020
Northeast Segment

<i>(dollars in millions)</i>	For the year ended December 31,			\$ Change		% / bps Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019	2021 vs. 2020	2020 vs. 2019
Revenues:							
Gaming	\$ 2,344.2	\$ 1,495.1	\$ 2,117.1	\$ 849.1	\$ (622.0)	56.8 %	(29.4)%
Food, beverage, hotel and other	208.2	144.2	282.8	64.0	(138.6)	44.4 %	(49.0)%
Total revenues	\$ 2,552.4	\$ 1,639.3	\$ 2,399.9	\$ 913.1	\$ (760.6)	55.7 %	(31.7)%
Adjusted EBITDAR	\$ 848.4	\$ 478.9	\$ 720.8	\$ 369.5	\$ (241.9)	77.2 %	(33.6)%
Adjusted EBITDAR margin	33.2 %	29.2 %	30.0 %			400 bps	(80) bps

The Northeast segment's revenues for the year ended December 31, 2021 increased by \$913.1 million over the prior year, primarily due to easing of capacity restrictions, strong visitation levels, and increased length of play. In addition, the Northeast segment includes operating results from our three new properties: Hollywood Casino Perryville, which was acquired on July 1, 2021, Hollywood Casino York, which opened on August 12, 2021 and Hollywood Casino Morgantown, which opened on December 22, 2021. During the year ended December 31, 2020, our Northeast segment's operating results were negatively impacted by temporary closures for a portion of the year at all of our properties due to the COVID-19 pandemic. Additionally, upon reopening, in 2020 (and in the case of our Pennsylvania properties upon a second reopening in January 2021 stemming from a mandated second temporary closure commencing in the fourth quarter of 2020), our properties operated within locally-restricted gaming capacity and limited food and beverage and other amenity offerings.

For the year ended December 31, 2021 the Northeast Adjusted EBITDAR increased by \$369.5 million as compared to the prior year, primarily due to temporary property closures for a portion of the prior year period while the current year period benefited from an increase in gaming revenues, as discussed above. Adjusted EBITDAR margin increased 400 basis points to 33.2% primarily due to our revenue-enhancing investments in technology, comparable marketing and promotional costs, and reduced labor costs in the current year yielding a higher overall Adjusted EBITDAR margin.

South Segment

<i>(dollars in millions)</i>	For the year ended December 31,			\$ Change		% / bps Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019	2021 vs. 2020	2020 vs. 2019
Revenues:							
Gaming	\$ 1,080.4	\$ 684.0	\$ 831.1	\$ 396.4	\$ (147.1)	58.0 %	(17.7)%
Food, beverage, hotel and other	241.8	165.6	287.8	76.2	(122.2)	46.0 %	(42.5)%
Total revenues	\$ 1,322.2	\$ 849.6	\$ 1,118.9	\$ 472.6	\$ (269.3)	55.6 %	(24.1)%
Adjusted EBITDAR	\$ 587.0	\$ 318.9	\$ 369.8	\$ 268.1	\$ (50.9)	84.1 %	(13.8)%
Adjusted EBITDAR margin	44.4 %	37.5 %	33.1 %			690 bps	440 bps

The South segment's revenues for the year ended December 31, 2021 increased by \$472.6 million over the prior year, primarily due to easing of capacity restrictions, strong visitation levels, and increased length of play. During the year ended December 31, 2020, our South segment's operating results were negatively impacted by temporary closures for a portion of the year at all of our properties due to the COVID-19 pandemic and temporary closures due to hurricane season. Additionally, upon reopening our properties operated within locally restricted gaming capacity and limited food and beverage and other amenity offerings.

For the year ended December 31, 2021, the South segment's Adjusted EBITDAR increased by \$268.1 million primarily due to temporary property closures for a portion of the prior year period while the current year period benefited from an increase in gaming revenues, as discussed above. Adjusted EBITDAR margin increased 690 basis points to 44.4% primarily due to comparable marketing and promotional costs and reduced labor costs in the current year yielding a higher overall Adjusted EBITDAR margin.

West Segment

<i>(dollars in millions)</i>	For the year ended December 31,			\$ Change		% / bps Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019	2021 vs. 2020	2020 vs. 2019
Revenues:							
Gaming	\$ 352.7	\$ 194.2	\$ 374.3	\$ 158.5	\$ (180.1)	81.6 %	(48.1)%
Food, beverage, hotel and other	168.7	108.3	268.2	60.4	(159.9)	55.8 %	(59.6)%
Total revenues	\$ 521.4	\$ 302.5	\$ 642.5	\$ 218.9	\$ (340.0)	72.4 %	(52.9)%
Adjusted EBITDAR	\$ 195.0	\$ 82.2	\$ 198.8	\$ 112.8	\$ (116.6)	137.2 %	(58.7)%
Adjusted EBITDAR margin	37.4 %	27.2 %	30.9 %			1,020 bps	(370) bps

The West segment's revenues for the year ended December 31, 2021 increased by \$218.9 million over the prior year, primarily due to easing of capacity restrictions, strong visitation levels, and increased length of play. During the year ended December 31, 2020, our West segment's operating results were negatively impacted by temporary closures for a portion of the year at all of our properties due to the COVID-19 pandemic, with our Tropicana Las Vegas Hotel and Casino property reopening on September 17, 2020, and Zia Park property remaining temporarily closed, reopening in March 2021. Additionally, upon reopening our properties operated within locally restricted gaming and hotel (if applicable) capacity and limited food and beverage and other amenity offerings.

For the year ended December 31, 2021, the West segment's Adjusted EBITDAR increased by \$112.8 million primarily due to temporary property closures for a portion of the prior year period while the current year period benefited from an increase in gaming and non-gaming revenues, as discussed above. Adjusted EBITDAR margin increased 1,020 basis points to 37.4%, primarily due to our comparable marketing and promotional costs, reduced labor costs and a higher proportionate share of gaming activity in the current year, yielding a higher overall Adjusted EBITDAR margin.

Midwest Segment

<i>(dollars in millions)</i>	For the year ended December 31,			\$ Change		% / bps Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019	2021 vs. 2020	2020 vs. 2019
Revenues:							
Gaming	\$ 1,009.6	\$ 615.2	\$ 938.1	\$ 394.4	\$ (322.9)	64.1 %	(34.4)%
Food, beverage, hotel and other	93.1	66.2	156.4	26.9	(90.2)	40.6 %	(57.7)%
Total revenues	\$ 1,102.7	\$ 681.4	\$ 1,094.5	\$ 421.3	\$ (413.1)	61.8 %	(37.7)%
Adjusted EBITDAR	\$ 500.1	\$ 258.3	\$ 403.6	\$ 241.8	\$ (145.3)	93.6 %	(36.0)%
Adjusted EBITDAR margin	45.4 %	37.9 %	36.9 %			750 bps	100 bps

The Midwest segment's revenues for the year ended December 31, 2021 increased by \$421.3 million over the prior year, primarily due to easing of capacity restrictions, strong visitation levels, and increased length of play. During the year ended December 31, 2020, our Midwest segment's operating results were negatively impacted by temporary closures for a portion of the year at all of our properties due to the COVID-19 pandemic. Additionally, upon reopening in 2020 (and in the case of our Illinois properties upon a second reopening in January 2021 stemming from a mandated second temporary closure commencing in the fourth quarter of 2020) our properties operated within locally restricted gaming capacity and limited food and beverage and other amenity offerings.

For the year ended December 31, 2021, the Midwest segment's Adjusted EBITDAR increased by \$241.8 million primarily due to temporary property closures for a portion of the prior year period while the current year period benefited from an increase in gaming revenues, as discussed above. Adjusted EBITDAR margin increased 750 basis points to 45.4% primarily due to our comparable marketing and promotional costs, reduced labor costs, and a higher proportionate share of gaming activity in the current year, yielding a higher overall Adjusted EBITDAR margin.

Interactive Segment

(dollars in millions)	For the year ended December 31,			\$ Change		% / bps Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019	2021 vs. 2020	2020 vs. 2019
Revenues:							
Gaming	\$ 158.4	\$ 62.4	\$ 7.8	\$ 96.0	\$ 54.6	153.8 %	700.0 %
Food, beverage, hotel and other	274.5	58.7	30.5	215.8	28.2	367.6 %	92.5 %
Total revenues	\$ 432.9	\$ 121.1	\$ 38.3	\$ 311.8	\$ 82.8	257.5 %	216.2 %
Adjusted EBITDAR	\$ (35.4)	\$ 37.2	\$ 11.6	\$ (72.6)	\$ 25.6	N/M	220.7 %
Adjusted EBITDAR margin	(8.2)%	30.7 %	30.3 %			N/M	40 bps

N/M - Not meaningful

The Interactive segment, which was previously reported within Other, includes the operating results of Penn Interactive, theScore, and the Company's proportionate share of earnings attributable to its equity method investment in Barstool Sports. Total revenues for the Interactive segment increased for the year ended December 31, 2021, as compared to the prior year, primarily due to a gross-up of gaming tax reimbursement amounts derived from arrangements which allow for our third-party partners to operate online casinos and online sportsbooks under our gaming licenses of \$180.2 million, the expansion of Barstool Sportsbook and Casino app throughout the year, as well as revenues from theScore, which was acquired on October 19, 2021.

Adjusted EBITDAR was a loss for the year ended December 31, 2021 of \$35.4 million as compared to positive Adjusted EBITDAR in the prior year of \$37.2 million, primarily due to increased expenses related to ramping and launching the Penn Interactive online sportsbook and casino operations in new states, a \$12.5 million political contribution related to the California sports betting initiative, and the inclusion of theScore financial results, as indicated above.

Other

(dollars in millions)	For the year ended December 31,			\$ Change		% / bps Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019	2021 vs. 2020	2020 vs. 2019
Revenues:							
Gaming	\$ —	\$ 0.3	\$ 1.0	\$ (0.3)	\$ (0.7)	(100.0)%	(70.0)%
Food, beverage, hotel and other	10.6	3.6	8.2	7.0	(4.6)	194.4 %	(56.1)%
Total revenues	\$ 10.6	\$ 3.9	\$ 9.2	\$ 6.7	\$ (5.3)	171.8 %	(57.6)%
Adjusted EBITDAR	\$ (100.7)	\$ (80.7)	\$ (99.4)	\$ (20.0)	\$ 18.7	24.8 %	(18.8)%

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 to a property. Revenues have increased primarily due to the acquisition of Sam Houston, the remaining 50% of which was acquired on August 1, 2021.

Adjusted EBITDAR decreased by \$20.0 million for the year ended December 31, 2021 as compared to the prior year, primarily due to increases in corporate overhead costs that are reflective of the current operating environment. For the year ended December 31, 2021 and 2020, corporate overhead costs were \$103.3 million and \$78.8 million, respectively.

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; income taxes; depreciation and amortization; stock-based compensation; debt extinguishment and financing 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; 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 Sports and our Kansas Entertainment, LLC joint venture. Adjusted EBITDA is inclusive of rent expense associated with our triple net operating leases (the operating lease components contained within our triple net master lease dated November 1, 2013 with GLPI and the triple net master lease assumed in connection with our acquisition of Pinnacle Entertainment, Inc. (primarily land), our individual triple net leases GLPI for the real estate assets used in the Operation of Tropicana Las Vegas Hotel and Casino, Inc. and Hollywood Casino at Meadows Racetrack, and our individual triple net leases with VICI for the real estate assets used in the operations of Margaritaville Casino Resort and Greektown Casino-Hotel). 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 nonoperational 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 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, Adjusted EBITDAR, Adjusted EBITDA margin and Adjusted EBITDAR margin, which are non-GAAP financial measures:

<i>(dollars in millions)</i>	For the year ended December 31,		
	2021	2020	2019
Net income (loss)	\$ 420.5	\$ (669.1)	\$ 43.1
Income tax expense (benefit)	118.6	(165.1)	43.0
Loss on early extinguishment of debt	—	1.2	—
Income from unconsolidated affiliates	(38.7)	(13.8)	(28.4)
Interest expense, net	561.7	543.2	534.2
Other income	(2.5)	(106.6)	(20.0)
Operating income (loss)	1,059.6	(410.2)	571.9
Stock-based compensation ⁽¹⁾	35.1	14.5	14.9
Cash-settled stock-based award variance ⁽¹⁾⁽²⁾	1.2	67.2	0.8
Loss (gain) on disposal of assets ⁽¹⁾	1.1	(29.2)	5.5
Contingent purchase price ⁽¹⁾	1.9	(1.1)	7.0
Pre-opening expenses ⁽¹⁾⁽³⁾	5.4	11.8	22.3
Depreciation and amortization	344.5	366.7	414.2
Impairment losses	—	623.4	173.1
Insurance recoveries, net of deductible charges ⁽¹⁾	—	(0.1)	(3.0)
Income from unconsolidated affiliates	38.7	13.8	28.4
Non-operating items of equity method investments ⁽⁴⁾	7.7	4.7	3.7
Other expenses ⁽¹⁾⁽³⁾⁽⁵⁾	44.8	13.5	—
Adjusted EBITDA	1,540.0	675.0	1,238.8
Rent expense associated with triple net operating leases ⁽¹⁾	454.4	419.8	366.4
Adjusted EBITDAR	\$ 1,994.4	\$ 1,094.8	\$ 1,605.2
Net income (loss) margin	7.1 %	(18.7)%	0.8 %
Adjusted EBITDA margin	26.1 %	18.9 %	23.4 %
Adjusted EBITDAR margin	33.8 %	30.6 %	30.3 %

(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 2019, 2020 and 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) Consists principally of interest expense, net; income taxes; depreciation and amortization; and stock-based compensation expense associated with Barstool Sports and our Kansas Entertainment joint venture. We record our portion of Barstool Sports, Inc.'s net income or loss, including adjustments to arrive at Adjusted EBITDAR, one quarter in arrears.

(5) Consists of non-recurring acquisition and transaction costs, finance transformation costs associated with the implementation of our new Enterprise Resource Management system and non-recurring restructuring charges (primarily severance) associated with a company-wide initiative, triggered by the COVID-19 pandemic, designed to (i) improve the operational effectiveness across our property portfolio; and (ii) improve the effectiveness and efficiency of our Corporate functional support area.

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.

<i>(dollars in millions)</i>	For the year ended December 31,			\$ Change		% Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019	2021 vs. 2020	2020 vs. 2019
Net cash provided by operating activities	\$ 896.1	\$ 338.8	\$ 703.9	\$ 557.3	\$ (365.1)	164.5 %	(51.9)%
Net cash used in investing activities	\$ (1,221.8)	\$ (233.7)	\$ (607.5)	\$ (988.1)	\$ 373.8	422.8 %	(61.5)%
Net cash provided by (used in) financing activities	\$ 339.9	\$ 1,310.1	\$ (122.4)	\$ (970.2)	\$ 1,432.5	(74.1)%	N/M

N/M - Not meaningful

Operating Cash Flow

Net cash provided by operating activities increased by \$557.3 million for the year ended December 31, 2021 primarily due to increased gaming revenues as operations at our properties benefited from easing of capacity restrictions, strong visitation levels, increased length of play, and higher overall Adjusted EBITDAR margins. Operating cash flows in the prior year were negatively impacted by the temporary closures of all of our properties due to the COVID-19 pandemic, which significantly decreased cash receipts from customers, offset by the utilization of rent credits resulting from the sales of our Tropicana property and land associated with our Morgantown development project.

Investing Cash Flow

Cash used in investing activities for the year ended December 31, 2021 of \$1.2 billion is primarily due to the acquisition of theScore as well as other acquired businesses and interests, and capital expenditures. For the year ended December 31, 2020, cash used in investing activities was primarily related to the completion of our investment in Barstool Sports in February of 2020 and capital expenditures.

Capital Expenditures

Capital expenditures are accounted for as either project capital (new facilities or expansions) or maintenance (replacement) capital expenditures. Cash provided by operating activities as well as cash available under our Revolving Credit Facility funded our capital expenditures for the years ended December 31, 2021, 2020 and 2019.

During the year ended December 31, 2021, we spent \$244.1 million on capital expenditures, primarily related to our two Category 4 development projects, Hollywood Casino York, which is located in the York Galleria Mall in York, Pennsylvania, and Hollywood Casino Morgantown, located in Morgantown, Pennsylvania, both of which opened during the year. For the year ending December 31, 2022, our expected capital expenditures are \$312.4 million.

Financing Cash Flow

For the year ended December 31, 2021, net cash provided by financing activities totaled \$339.9 million compared to \$1.3 billion in net cash provided in the prior year. During the year ended December 31, 2021, we had net cash proceeds of \$400.0 million related to the issuance of our 4.125% Notes due 2029. During the year ended December 31, 2020, we had net cash proceeds of \$331.2 million and \$957.6 million related to the issuance of the Company's common equity in May 2020 and September 2020, respectively, and \$322.2 million of net proceeds related to the issuance of our Convertible Notes due 2026, with net repayments under our Senior Secured Credit Facilities of \$301.7 million, which primarily resulted in a decrease of \$970.2 million as compared to the current year.

Debt Issuances, Redemptions and Other Long-term Obligations

On April 14, 2020, the Company entered into a second amendment to its Credit Agreement with its various lenders (the "Second Amendment") to provide for certain modifications to required financial covenants and interest rates during, and subsequent to, a covenant relief period, which concluded on May 7, 2021 (the "Covenant Relief Period").

In May 2020, the Company completed a public offering of \$330.5 million aggregate principal amount of 2.75% unsecured convertible notes that mature, unless earlier converted, redeemed or repurchased, on May 15, 2026 (the "Convertible Notes") 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 15th and November 15th of each year, beginning on November 15, 2020.

In February 2021, the Company 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 \$17.9 million for the year ended December 31, 2021.

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 Company intends to use the proceeds from the 4.125% Notes for general purposes.

At December 31, 2021, we had \$2.8 billion in aggregate principal amount of indebtedness, including \$1.6 billion outstanding under our Senior Secured Credit Facilities, \$330.5 million outstanding under our Convertible Notes, \$400.0 million outstanding under our 5.625% senior unsecured notes, \$400.0 million outstanding under our 4.125% Notes, and \$146.3 million outstanding in other long-term obligations. No amounts were drawn on our Revolving Credit Facility. We have no debt maturing prior to 2023. As of December 31, 2021 we had conditional obligations under letters of credit issued pursuant to the Senior Secured Credit Facilities with face amounts aggregating to \$26.0 million resulting in \$674.0 million available borrowing capacity under our Revolving Credit Facility.

Covenants

Our Senior Secured 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 Senior Secured 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 Penn Master Lease and the Pinnacle Master Lease (both of which are defined in [Note 12, "Leases"](#) 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.

As of December 31, 2021, the Company was in compliance with all required financial covenants.

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.

Common Stock Offering

On May 14, 2020, the Company completed a public offering of 16,666,667 shares of Penn Common Stock and on May 19, 2020, the underwriters exercised their right to purchase an additional 2,500,000 shares of Penn Common Stock, resulting in an aggregate public offering of 19,166,667 shares of Penn Common Stock. All of the shares were issued at a public offering price of \$18.00 per share, resulting in gross proceeds of \$345.0 million, and net proceeds of \$331.2 million after underwriter fees and discounts of \$13.8 million.

On September 24, 2020, the Company completed a public offering of 14,000,000 shares of Penn Common Stock and on September 25, 2020, the underwriters exercised their right to purchase an additional 2,100,000 shares of Penn Common Stock, resulting in an aggregate public offering of 16,100,000 shares of Penn Common Stock. All of the shares were issued at a public offering price of \$61.00 per share, resulting in gross proceeds of \$982.1 million, and net proceeds of \$957.6 million after underwriter fees and discounts of \$24.5 million.

Share Repurchase Program

On February 1, 2022, the Board of Directors of Penn National approved a \$750.0 million share repurchase program. The three year authorization expires on January 31, 2025. Repurchases by the Company will be 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 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 program may be suspended or discontinued at any time without prior notice.

During February 2022, the Company repurchased 2,195,290 shares of its common stock in open market transactions for \$107.1 million at an average price of \$48.78 per share. The cost of all repurchased shares is recorded as "Treasury stock" in the Consolidated Balance Sheets. The remaining availability under our \$750.0 million share repurchase program was \$642.9 million as of February 28, 2022.

Triple Net Leases

The majority of the real estate assets used in the Company's operations are subject to triple net master leases; the most significant of which are the Penn Master Lease and the Pinnacle Master Lease. The Company's Master Leases are accounted for as either operating leases, finance leases, or financing obligations. In addition, six of the gaming facilities used in our operations are subject to individual triple net leases. We refer to the Penn Master Lease, the Pinnacle Master Lease, the Perryville Lease, the Meadows Lease, the Margaritaville Lease, the Greektown Lease, the Tropicana Lease and the Morgantown Lease, each of which is defined in [Note 12, "Leases"](#) to our Consolidated Financial Statements, collectively, as our "Triple Net Leases."

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, 2021, we are required to make total annual minimum rent payments of \$824.4 million, of which \$806.2 million relates to our Triple Net Leases. Additionally, our Triple Net Leases are subject to annual escalators, percentage rent, and 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.

On January 14, 2022, the Penn Master Lease, the Pinnacle Master Lease, and the Meadows Lease between the Company and GLPI were amended. Although, we concluded the amendments with respect to the Penn Master Lease and the Pinnacle Master Lease constitute a modification event under ASC 842, we do not expect the amendments to have a material impact on our future cash flows, however, the modification event will result in (i) a non-cash debt extinguishment charge recorded to our Consolidated Statements of Operations and corresponding change in our financing obligations on our Consolidated Balance Sheets; and (ii) a revaluation of our lease right-of-use assets and corresponding lease liabilities on our Consolidated Balance Sheets.

Payments to our REIT Landlords under Triple Net Leases

Total payments made to our REIT Landlords, GLPI and VICI, inclusive of rent credits utilized, were as follows:

(in millions)	For the year ended December 31,		
	2021	2020	2019
Penn Master Lease ⁽¹⁾	\$ 475.7	\$ 457.9	\$ 457.9
Pinnacle Master Lease ⁽¹⁾	328.3	326.9	328.6
Perryville Lease	3.9	—	—
Meadows Lease ⁽¹⁾	24.9	26.4	26.4
Margaritaville Lease	23.5	23.5	23.1
Greektown Lease	53.1	55.6	33.8
Morgantown Lease ⁽¹⁾	3.0	0.8	—
Total ⁽²⁾	\$ 912.4	\$ 891.1	\$ 869.8

(1) During the twelve months ended December 31, 2020, we utilized rent credits to pay \$190.7 million, \$135.5 million, \$11.0 million and \$0.3 million of rent under the Penn Master Lease, Pinnacle Master Lease, Meadows Lease and Morgantown Lease, respectively.

(2) Cash rent payable under the Tropicana Lease is nominal. 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, 2021:

(in millions)	Total	Payments Due By Period			
		2021	2022-2023	2024-2025	2026 and After
Purchase obligations	\$ 255.2	\$ 101.7	\$ 47.8	\$ 27.1	\$ 78.6
Other liabilities reflected within our Consolidated Balance Sheets ⁽¹⁾	8.6	0.3	0.6	0.6	7.1
Total	\$ 263.8	\$ 102.0	\$ 48.4	\$ 27.7	\$ 85.7

(1) Excludes the liability for unrecognized tax benefits of \$42.3 million, as we cannot reasonably estimate the period of cash settlement with the respective taxing authorities. Additionally, it does not include a total of \$100.9 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 Senior Secured 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, including the impact of the COVID-19 pandemic. The extent to which the COVID-19 pandemic impacts our business operations in future periods will depend on multiple factors that cannot be accurately predicated at this time, such as the duration and scope of the pandemic, future spikes of COVID-19 infections (including the spread of variants or mutant strains, and the degree of transmissibility and severity thereof), the extent and effectiveness of containment actions such as operating restrictions at our properties, the disruption caused by such actions, and the impact of these and other factors on our team members, customers, partners and vendors. If we are not able to respond to and manage the impact of such events effectively, our business will be harmed. In addition, supply chain disruption and resulting inflationary pressures, a global labor shortage, the ebb and flow of COVID-19, including in specific North American geographies, and changes in economic policy could impact our outlook. We caution you that the trends seen at our reopened properties, such as strong visitation and increased length of play, 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 retail and online sports betting and iGaming; from acquisitions of gaming properties at reasonable valuations; greenfield 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 Indebtedness and Capital Structure" within "[Item 1A, Risk Factors](#)," of this Annual Report on Form 10-K for a discussion of the risks related to our capital structure.

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 and 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.

Goodwill and other intangible assets

As of December 31, 2021, the Company had \$2.8 billion in goodwill and \$1.9 billion in other intangible assets within its Consolidated Balance Sheet, representing 16.7% and 11.1% 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 test completed during the fourth quarter of 2021, we determined the fair value of goodwill and indefinite-lived intangible assets for all reporting units exceeded the carrying value. Therefore, none of our reporting units incurred any impairment charges as a result of the annual assessment.

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 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 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. 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 either 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 state 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 (including as a result of COVID-19), 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 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 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. Circumstances include, for instance, temporary property closures as a result of COVID-19, changes in legislation that approves gaming in nearby jurisdictions, further expansion of gaming in jurisdictions where we currently operate, new state legislation that requires the implementation of smoking restrictions at our casinos or any other events outside of our control that make the customer experience less desirable.

The Company completed its annual assessment for impairment as of October 1, 2021, which did not result in any impairment charges to goodwill, gaming licenses and trademarks. See [Note 9, "Goodwill and Other Intangible Assets,"](#) in the notes to our Consolidated Financial Statements. Reporting units with goodwill which were identified as having less than a substantial cushion, were subject to a sensitivity analysis to determine the potential impairment losses:

<i>(dollars in millions)</i>	Carrying Amount	Cushion	Amount of impairment loss as a result of:	
			Discount Rate +100 bps	Terminal Growth Rate -50 bps
Greektown	\$ 67.4	8.3 %	\$ 3.4	\$ —

Business Combinations

In connection with the Company's acquisitions, valuations are completed to determine the allocation of the purchase price. The factors considered in the valuations include data gathered as a result of the Company's due diligence in connection with the acquisitions, projections for future operations, and data obtained from third-party valuation specialists, as deemed appropriate.

We allocate 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 is recorded as goodwill.

Accounting for business combinations required our management to make significant estimates and assumptions, including our estimate of intangible assets, such as gaming licenses, trade names, customer relationships and developed technology. Although we believe the assumptions and estimates made have been reasonable and appropriate, they are inherently uncertain. For our gaming license valuation, the estimated future cash flows of our properties were the primary assumption in the respective intangible valuations. Cash flow estimates included assumptions regarding factors such as recent and budgeted

operating performance, net win per unit (revenue), patron visits and growth percentages. The growth percentages were developed considering general macroeconomic conditions as well as competitive impacts from current and anticipated competition through a review of customer market data, operating margins, and current regulatory, social and economic climates. The most significant of the assumptions used in the valuations included: (1) revenue growth/decline percentages; (2) discount rates; (3) effective income tax rates; (4) future terminal values; and (5) capital expenditure assumptions. These assumptions were developed for each acquired property based on historical trends in the current competitive markets in which they operate, and projections of future performance and competition. Significant assumptions with respect to our tradenames and customer relationships were selecting the appropriate royalty rates and cost estimates for replacement cost analyses. Acquired developed technology has been valued with either a relief-from-royalty method or a replacement cost approach. Where a relief-from-royalty method was utilized, significant assumptions include projected revenues attributable to the asset, royalty rates, obsolescence factors, estimated synergies, and discount rates. Where a replacement cost method was utilized, significant assumptions include estimated cost and time required to replace, opportunity cost over the replacement period, and estimated mark-up on development costs.

Income taxes

Under ASC Topic 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 that some portion or all of the deferred tax assets will not be realized. The realizability of the net deferred tax assets is evaluated each reporting period by assessing the valuation allowance and by adjusting the amount of the allowance, if necessary. Pursuant to ASC 740, in evaluating the more-likely-than-not standard, we consider 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. In the event the Company determines that the deferred income 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 suggests that additional scrutiny should be given to deferred tax assets of an entity with cumulative pre-tax losses during the three most recent years and is widely considered significant negative evidence that is objective and verifiable and therefore, difficult to overcome. For the year ended December 31, 2021, we have cumulative pre-tax losses and considered this factor in our analysis of deferred taxes. Additionally, we expect to remain in a three year cumulative loss position in the near future. As a result, the Company has recorded a valuation allowance against its net deferred tax assets, excluding the reversal of deferred tax liabilities related to indefinite-lived intangibles. We intend to continue to maintain a valuation allowance on our net deferred tax assets until there is sufficient positive evidence to support the reversal of all or some portion of these allowances.

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 rate on borrowings under our Senior Secured Credit Facilities. As of December 31, 2021, the Company's Senior Secured Credit Facilities had a gross outstanding balance of \$1.6 billion, consisting of a \$583.8 million Term Loan A Facility and a \$979.9 million Term Loan B-1 Facility, and a Revolving Credit Facility. As of December 31, 2021, we have \$674.0 million of available borrowing capacity under our Revolving Credit Facility.

The table below provides information as of December 31, 2021 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.

<i>(dollars in millions)</i>	2022	2023	2024	2025	2026	Thereafter	Total	Fair Value
Fixed rate	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 400.0	\$ 400.0	\$ 411.5
Average interest rate						5.625 %		
Fixed rate	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 400.0	\$ 400.0	\$ 389.5
Average interest rate						4.125 %		
Fixed rate	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 330.5	\$ 330.5	\$ 780.0
Average interest rate						2.750 %		
Variable rate	\$ 82.1	\$ 524.3	\$ 11.3	\$ 946.0	\$ —	\$ —	\$ 1,563.7	\$ 1,559.6
Average interest rate ⁽¹⁾	4.51 %	4.65 %	3.90 %	3.91 %	— %			

(1) Estimated rate, reflective of forward LIBOR December 31, 2021 plus the spread over LIBOR 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, 2021, we incurred an unrealized foreign currency translation adjustment loss of \$54.4 million.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of
Penn National Gaming, Inc. and Subsidiaries

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Penn National Gaming, Inc. and subsidiaries (the "Company") as of December 31, 2021 and 2020, 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, 2021, 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, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, 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, 2021, 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 28, 2022, 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 – Greektown Hotel Casino Reporting Unit 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 for goodwill. 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, among others, include projected operating cash flows discounted to reflect the level of risk associated with receiving future cash flows. As of December 31, 2021, the book value of goodwill is \$2,822.5 million of which \$67.4 million is allocated to Greektown Hotel Casino (the "property"). The fair value of Greektown Hotel Casino exceeded its carrying value by 8% as of the measurement date, therefore, no impairment was recognized.

Auditing the fair value of the property 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 rates 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 property included the following, among others:

- We tested the effectiveness of controls over determining the fair value of the property, 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
 - 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
 - The impact of the regulatory environment on management's projections.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the discount rates by:
 - Testing the source information underlying the determination of the discount rates and the mathematical accuracy of the calculations.
 - Developing a range of independent estimates and comparing those to the discount rates selected by management.

Acquisitions – Refer to Notes 2 and 6 to the financial statements

Critical Audit Matter Description

The Company completed the acquisition of Score Media and Gaming Inc. on October 19, 2021 for a purchase price of approximately \$2.1 billion. Accordingly, the purchase price was allocated to the assets acquired and liabilities assumed based on their respective fair values, including gaming technology and tradename. Management estimated the fair value of the gaming technology and tradename using a relief from royalty income approach. The fair value determination of the gaming technology and tradename required management to make significant estimates and assumptions related to future cash flows and the selection of the discount rate. Goodwill was recognized as the excess of the cash consideration and the purchase price over the identifiable assets acquired and liabilities assumed.

The fair value determination of gaming technology and tradename required management to make significant estimates and assumptions around expected cash flows and projected financial results, including forecasted revenues (collectively the "forecast"), as well as the selection of discount rates. Changes to these assumptions and estimates could have a significant impact on the fair value of the gaming technology and tradename and the recognition of goodwill. Therefore, auditing the forecast and the selection of the discount rate involved a higher degree of auditor judgment and subjectivity, as well as an increased level of audit effort, 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 the selection of the discount rate used by management to determine the fair value of the acquired intangible assets and the assigned goodwill included the following, among others:

- We tested the effectiveness of controls over the valuation of the gaming technology and tradename intangible asset, including management's controls over forecasts of future cash flows and selection of the discount rate.
- We evaluated the assumptions and estimates included in the forecast by:

- Comparing the forecasts to information included in the Company's communications to the Board of Directors, gaming industry reports, and analyst reports for the Company and certain of its peer companies;
- Comparing the forecasts to historical financial results;
- Conducting inquiries with management; and
- Evaluating whether the forecast was consistent with evidence obtained in other areas of the audit.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the (1) valuation methodology and (2) discount rate by:
 - Testing the source information underlying the determination of the discount rate and testing the mathematical accuracy of the calculation.
 - Developing a range of independent estimates and comparing those to the discount rate selected by management.

/s/ Deloitte & Touche LLP

Philadelphia, Pennsylvania
February 28, 2022

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

PENN NATIONAL GAMING, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

<i>(in millions, except share and per share data)</i>	December 31,	
	2021	2020
Assets		
Current assets		
Cash and cash equivalents	\$ 1,863.9	\$ 1,853.8
Accounts receivable, net	195.0	96.4
Prepaid expenses	132.3	103.5
Other current assets	32.4	31.3
Total current assets	2,223.6	2,085.0
Property and equipment, net	4,582.2	4,529.3
Investment in and advances to unconsolidated affiliates	255.1	266.8
Goodwill	2,822.5	1,157.1
Other intangible assets, net	1,872.6	1,513.5
Lease right-of-use assets	4,853.0	4,817.7
Other assets	263.1	297.9
Total assets	\$ 16,872.1	\$ 14,667.3
Liabilities		
Current liabilities		
Accounts payable	\$ 53.3	\$ 33.2
Current maturities of long-term debt	99.5	81.4
Current portion of financing obligations	39.0	36.0
Current portion of lease liabilities	142.9	134.3
Accrued expenses and other current liabilities	798.5	575.1
Total current liabilities	1,133.2	860.0
Long-term debt, net of current maturities, debt discount and debt issuance costs	2,637.3	2,231.2
Long-term portion of financing obligations	4,057.8	4,096.4
Long-term portion of lease liabilities	4,628.6	4,578.2
Deferred income taxes	189.1	126.3
Other long-term liabilities	129.0	119.4
Total liabilities	12,775.0	12,011.5
Commitments and contingencies (Note 13)		
Stockholders' equity		
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 and 883 shares issued, and 775 and 883 shares outstanding)	25.8	23.1
Common stock (\$0.01 par value, 400,000,000 and 200,000,000 shares authorized, 171,729,276 and 157,868,227 shares issued, and 169,561,883 and 155,700,834 shares outstanding)	1.7	1.6
Exchangeable shares (\$0.01 par value, 697,539 shares authorized and issued, and 653,059 shares outstanding as of December 31, 2021. None authorized, issued or outstanding for the year ended December 31, 2020.)	—	—
Treasury stock, at cost, (2,167,393 shares held in both periods)	(28.4)	(28.4)
Additional paid-in capital	4,239.6	3,167.2
Accumulated deficit	(86.5)	(507.3)
Accumulated other comprehensive loss	(54.4)	—
Total Penn National stockholders' equity	4,097.8	2,656.2
Non-controlling interest	(0.7)	(0.4)
Total stockholders' equity	4,097.1	2,655.8
Total liabilities and stockholders' equity	\$ 16,872.1	\$ 14,667.3

See accompanying notes to the Consolidated Financial Statements.

PENN NATIONAL GAMING, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS

<i>(in millions, except per share data)</i>	For the year ended December 31,		
	2021	2020	2019
Revenues			
Gaming	\$ 4,945.3	\$ 3,051.1	\$ 4,268.7
Food, beverage, hotel and other	959.7	527.6	1,032.7
Total revenues	<u>5,905.0</u>	<u>3,578.7</u>	<u>5,301.4</u>
Operating expenses			
Gaming	2,540.7	1,530.3	2,281.8
Food, beverage, hotel and other	607.3	337.7	672.7
General and administrative	1,352.9	1,130.8	1,187.7
Depreciation and amortization	344.5	366.7	414.2
Impairment losses	—	623.4	173.1
Total operating expenses	<u>4,845.4</u>	<u>3,988.9</u>	<u>4,729.5</u>
Operating income (loss)	1,059.6	(410.2)	571.9
Other income (expenses)			
Interest expense, net	(561.7)	(543.2)	(534.2)
Income from unconsolidated affiliates	38.7	13.8	28.4
Loss on early extinguishment of debt	—	(1.2)	—
Other	2.5	106.6	20.0
Total other expenses	<u>(520.5)</u>	<u>(424.0)</u>	<u>(485.8)</u>
Income (loss) before income taxes	539.1	(834.2)	86.1
Income tax benefit (expense)	<u>(118.6)</u>	<u>165.1</u>	<u>(43.0)</u>
Net income (loss)	420.5	(669.1)	43.1
Less: Net (income) loss attributable to non-controlling interest	0.3	(0.4)	0.8
Net income (loss) attributable to Penn National Gaming, Inc.	<u>\$ 420.8</u>	<u>\$ (669.5)</u>	<u>\$ 43.9</u>
Earnings (loss) per share			
Basic earnings (loss) per share	\$ 2.64	\$ (5.00)	\$ 0.38
Diluted earnings (loss) per share	\$ 2.48	\$ (5.00)	\$ 0.37
Weighted-average common shares outstanding—basic	158.7	134.0	115.7
Weighted-average common shares outstanding—diluted	175.5	134.0	117.8

See accompanying notes to the Consolidated Financial Statements.

PENN NATIONAL GAMING, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

<i>(in millions)</i>	For the year ended December 31,		
	2021	2020	2019
Net income (loss)	\$ 420.5	\$ (669.1)	\$ 43.1
Other comprehensive loss:			
Foreign currency translation adjustment during the period	(54.4)	—	—
Other comprehensive loss	(54.4)	—	—
Total comprehensive income (loss)	366.1	(669.1)	43.1
Less: Comprehensive loss (income) attributable to non-controlling interest	0.3	(0.4)	0.8
Comprehensive income (loss) attributable to Penn National	<u>\$ 366.4</u>	<u>\$ (669.5)</u>	<u>\$ 43.9</u>

See accompanying notes to the Consolidated Financial Statements.

PENN NATIONAL GAMING, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

<i>(in millions, except share data)</i>	Preferred Stock		Common Stock					Treasury Stock	Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Total Penn National Stockholders' Equity (Deficit)	Non-Controlling Interest	Total Stockholders' Equity (Deficit)
	Shares	Amount	Penn National Gaming Shares	Amount	Exchangeable Shares	Amount								
Balance as of January 1, 2019	—	\$ —	116,687,808	\$ 1.2	—	\$ —	\$ (28.4)	\$ 1,726.4	\$ (968.0)	\$ —	\$ 731.2	\$ —	\$ 731.2	
Share-based compensation arrangements	—	—	542,274	—	—	—	—	16.8	—	—	16.8	—	16.8	
Cumulative-effect adjustment upon adoption of ASC 842	—	—	—	—	—	—	—	—	1,085.7	—	1,085.7	—	1,085.7	
Share repurchases	—	—	(1,271,823)	—	—	—	—	(24.9)	—	—	(24.9)	—	(24.9)	
Net Income (loss)	—	—	—	—	—	—	—	—	43.9	—	43.9	(0.8)	43.1	
Balance as of December 31, 2019	—	—	115,958,259	1.2	—	—	(28.4)	1,718.3	161.6	—	1,852.7	(0.8)	1,851.9	
Share-based compensation arrangements	—	—	4,475,908	—	—	—	—	71.0	—	—	71.0	—	71.0	
Common stock offerings (Note 15)	—	—	35,266,667	0.4	—	—	—	1,288.4	—	—	1,288.8	—	1,288.8	
Convertible debt offering (Note 11)	—	—	—	—	—	—	—	88.2	—	—	88.2	—	88.2	
Barstool Sports investment (Note 7)	883	23.1	—	—	—	—	—	—	—	—	23.1	—	23.1	
Cumulative-effect adjustment upon adoption of ASU 2016-13	—	—	—	—	—	—	—	—	0.6	—	0.6	—	0.6	
Net income (loss)	—	—	—	—	—	—	—	—	(669.5)	—	(669.5)	0.4	(669.1)	
Other	—	—	—	—	—	—	—	1.3	—	—	1.3	—	1.3	
Balance as of December 31, 2020	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 (Note 15)	—	—	12,561,127	0.1	697,539	—	—	1,039.5	—	—	1,039.6	—	1,039.6	
Preferred stock issuance (Note 15)	86	8.1	—	—	—	—	—	—	—	—	8.1	—	8.1	
Preferred stock conversions (Note 15)	(194)	(5.4)	194,200	—	—	—	—	5.4	—	—	—	—	—	
Exchangeable shares conversions (Note 15)	—	—	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	

See accompanying notes to the Consolidated Financial Statements.

PENN NATIONAL GAMING, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

<i>(in millions)</i>	For the year ended December 31,		
	2021	2020	2019
Operating activities			
Net income (loss)	\$ 420.5	\$ (669.1)	\$ 43.1
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	344.5	366.7	414.2
Amortization of items charged to interest expense	22.8	16.3	7.7
Noncash interest expense	17.9	—	—
Noncash operating lease expense	160.8	120.3	100.4
Change in fair value of contingent purchase price	1.9	(1.1)	7.0
Gain on acquisition of Sam Houston	(29.9)	—	—
Holding loss (gain) on equity securities	24.9	(106.7)	(19.9)
Loss (gain) on sale or disposal of property and equipment	1.1	(29.2)	5.5
Noncash rent and interest expense related to the utilization of rent credits	—	287.1	—
Income from unconsolidated affiliates	(38.7)	(13.8)	(28.4)
Return on investment from unconsolidated affiliates	31.8	21.8	29.0
Deferred income taxes	(4.5)	(118.3)	21.1
Stock-based compensation	35.1	14.5	14.9
Impairment losses	—	623.4	173.1
Loss on early extinguishment of debt	—	1.2	—
Changes in operating assets and liabilities, net of businesses acquired			
Accounts receivable	(82.3)	(16.5)	27.0
Prepaid expenses and other current assets	(32.3)	13.5	9.7
Other assets	(21.7)	(12.8)	(2.3)
Accounts payable	(30.4)	(6.6)	4.4
Accrued expenses	138.4	(40.9)	(3.9)
Income taxes	10.2	(32.5)	(7.2)
Operating lease liabilities	(136.5)	(94.8)	(139.1)
Other current and long-term liabilities	65.2	16.3	47.6
Other	(2.7)	—	—
Net cash provided by operating activities	896.1	338.8	703.9
Investing activities			
Capital expenditures	(244.1)	(137.0)	(190.6)
Dispositions of property and equipment	1.5	16.1	0.6
Hurricane Laura insurance proceeds	—	32.7	—
Consideration paid for Barstool Sports investment	—	(135.0)	—
Consideration paid for acquisitions of businesses, net of cash acquired	(877.6)	(3.0)	(1,359.4)
Consideration paid for remaining interest of Sam Houston	(42.0)	—	—
Proceeds from sale-and-leaseback transactions in conjunction with acquisitions	—	—	961.1
Consideration paid for gaming licenses and other intangible assets	(24.2)	(4.8)	(11.7)
Acquisition of equity securities	(26.0)	—	(5.1)

<i>(in millions)</i>	For the year ended December 31,		
	2021	2020	2019
Additional contributions to joint ventures	(1.4)	(5.4)	(0.4)
Other	(8.0)	2.7	(2.0)
Net cash used in investing activities	(1,221.8)	(233.7)	(607.5)
Financing activities			
Proceeds from revolving credit facility	—	540.0	412.0
Repayments on revolving credit facility	—	(680.0)	(384.0)
Proceeds from issuance of long-term debt, net of discounts	400.0	322.2	—
Principal payments on long-term debt	(64.4)	(161.7)	(46.6)
Debt and equity issuance costs	(7.5)	(6.9)	—
Proceeds from other long-term obligations	72.5	—	—
Payments of other long-term obligations	(17.0)	(16.2)	(15.4)
Principal payments on financing obligations	(36.0)	(26.7)	(51.6)
Principal payments on finance leases	(8.5)	(3.9)	(6.2)
Proceeds from common stock offerings, net of discounts and fees	—	1,288.8	—
Proceeds from exercise of options	10.8	62.7	1.9
Repurchase of common stock	—	—	(24.9)
Proceeds from insurance financing	26.6	20.2	16.1
Payments on insurance financing	(26.7)	(21.4)	(19.4)
Other	(9.9)	(7.0)	(4.3)
Net cash provided by (used in) financing activities	339.9	1,310.1	(122.4)
Effect of currency rate changes on cash, cash equivalents, and restricted cash	(4.5)	—	—
Change in cash, cash equivalents, and restricted cash	9.7	1,415.2	(26.0)
Cash, cash equivalents and restricted cash at the beginning of the year	1,870.4	455.2	481.2
Cash, cash equivalents and restricted cash at the end of the year	\$ 1,880.1	\$ 1,870.4	\$ 455.2

<i>(in millions)</i>	For the year ended December 31,		
	2021	2020	2019
Reconciliation of cash, cash equivalents and restricted cash:			
Cash and cash equivalents	\$ 1,863.9	\$ 1,853.8	\$ 437.4
Restricted cash included in Other current assets	15.0	15.3	15.5
Restricted cash included in Other assets	1.2	1.3	2.3
Total cash, cash equivalents and restricted cash	\$ 1,880.1	\$ 1,870.4	\$ 455.2
Supplemental disclosure:			
Cash paid for interest, net of amounts capitalized	\$ 514.6	\$ 355.0	\$ 528.1
Cash payments (refunds) related to income taxes, net	\$ 108.3	\$ (15.2)	\$ 21.8
Non-cash activities:			
Rent credits received upon sale of Tropicana land and buildings and Morgantown land	\$ —	\$ 337.5	\$ —
Commencement of operating leases	\$ 96.4	\$ 73.6	\$ 713.5
Commencement of finance leases	\$ 106.1	\$ —	\$ 4.6
Accrued capital expenditures	\$ 27.6	\$ 17.2	\$ 12.6
Acquisition of equity securities	\$ —	\$ —	\$ 16.1

See accompanying notes to the Consolidated Financial Statements

PENN NATIONAL GAMING, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1—Organization and Basis of Presentation

Organization: With a gaming footprint that includes 44 properties across 20 states as of December 31, 2021, Penn National Gaming, Inc., together with its subsidiaries (“Penn National,” the “Company,” “we,” “our,” or “us”) is a highly innovative omni-channel provider of retail casino gaming, online gaming, live racing, sports betting, and digital sports content. Our wholly-owned interactive division, Penn Interactive Ventures, LLC (“Penn Interactive”), operates retail sports betting in the Company’s retail properties, as well as online sports betting and online social casino, bingo, and iCasino products (collectively, “iGaming”). In October 2021, we acquired Score Media and Gaming, Inc. (“theScore”), a sports betting and digital media company. In addition, in February 2020, we entered a strategic partnership with Barstool Sports, Inc. (“Barstool Sports”), a leading digital sports, entertainment, lifestyle and media company. Combined with the power of theScore and Barstool Sports, Penn National has evolved into a leading North American digital sports content, gaming and technology company. The Company’s omni-channel approach is further bolstered by its mychoice customer loyalty program (the “mychoice program”), which rewards and recognizes its over 25 million members for their loyalty to both retail and online gaming and sports betting products with a dynamic set of industry offers, experiences, and service levels.

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 the Penn Master Lease and the Pinnacle Master Lease (as such terms are defined in [Note 12, “Leases,”](#) and collectively referred to as the “Master Leases”), with Gaming and Leisure Properties, Inc. (Nasdaq: GLPI) (“GLPI”), a real estate investment trust (“REIT”).

Impact of the COVID-19 Pandemic and Company Response: On March 11, 2020, the World Health Organization declared the novel coronavirus (known as “COVID-19”) outbreak to be a global pandemic. To help combat the spread of COVID-19 and pursuant to various orders from state gaming regulatory bodies or governmental authorities, operations at all of our properties were temporarily suspended for single or multiple time periods during 2020 and into 2021. Once reopened, properties operated with reduced gaming and hotel capacity and limited food and beverage offerings in order to accommodate social distancing and health and safety protocols. As of December 31, 2021, the majority of our properties are operating at full capacity while adhering to state mandated health and safety protocols.

The COVID-19 pandemic caused significant disruptions to our business and had a material adverse impact on our financial condition, results of operations and cash flows. As a consequence, between March 13, 2020 and December 31, 2020, we entered into a series of transactions to improve our financial position and liquidity, as described in the relevant notes to our Consolidated Financial Statements. Additionally, we completed a \$400.0 million offering of senior unsecured notes on July 1, 2021, as discussed in [Note 11, “Long term debt.”](#) We could experience further adverse impacts as a result of the COVID-19 pandemic, including, but not limited to, temporarily suspending operations at our properties if ordered by such governmental bodies, or capacity restrictions on our operations. Actual results may differ materially from the Company’s current estimates as the scope of the COVID-19 pandemic evolves, depending largely, though not exclusively, on the impact of required capacity reductions, social distancing and health and safety guidelines, and the sustainability of current trends in recovery at our properties.

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 National Gaming, 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 as of the date of the Consolidated Financial Statements 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, determining the adequacy of reserves for self-insured liabilities, the liabilities associated with our mychoice program, the initial measurements of financing obligations associated

with the 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 the operations of Penn Interactive, theScore, and our proportionate share of earnings attributable to Barstool Sports. See [Note 18, “Segment Information,”](#) for further information. For financial reporting purposes, we aggregate our operating properties into the following reportable segments:

	Location	Real Estate Assets Lease or Ownership Structure
Northeast segment		
Ameristar East Chicago	East Chicago, Indiana	Pinnacle Master Lease
Greektown Casino-Hotel	Detroit, Michigan	Greektown Lease
Hollywood Casino Bangor	Bangor, Maine	Penn Master Lease
Hollywood Casino at Charles Town Races	Charles Town, West Virginia	Penn Master Lease
Hollywood Casino Columbus	Columbus, Ohio	Penn Master Lease
Hollywood Casino Lawrenceburg	Lawrenceburg, Indiana	Penn Master Lease
Hollywood Casino Morgantown	Morgantown, Pennsylvania	Morgantown Lease ⁽¹⁾
Hollywood Casino at Penn National Race Course	Grantville, Pennsylvania	Penn Master Lease
Hollywood Casino Perryville	Perryville, Maryland	Perryville Lease
Hollywood Casino Toledo	Toledo, Ohio	Penn Master Lease
Hollywood Casino York	York, Pennsylvania	Operating Lease (not with REIT Landlord)
Hollywood Gaming at Dayton Raceway	Dayton, Ohio	Penn Master Lease
Hollywood Gaming at Mahoning Valley Race Course	Youngstown, Ohio	Penn Master Lease
Marquee by Penn ⁽²⁾	Pennsylvania	N/A
Hollywood Casino at Meadows Racetrack	Washington, Pennsylvania	Meadows Lease
Plainridge Park Casino	Plainville, Massachusetts	Pinnacle Master Lease
South segment		
1 st Jackpot Casino	Tunica, Mississippi	Penn Master Lease
Ameristar Vicksburg	Vicksburg, Mississippi	Pinnacle Master Lease
Boomtown Biloxi	Biloxi, Mississippi	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	Penn Master Lease
Hollywood Casino Tunica	Tunica, Mississippi	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
West segment		
Ameristar Black Hawk	Black Hawk, Colorado	Pinnacle Master Lease
Cactus Petes and Horseshu	Jackpot, Nevada	Pinnacle Master Lease
M Resort	Henderson, Nevada	Penn Master Lease
Tropicana Las Vegas	Las Vegas, Nevada	Tropicana Lease
Zia Park Casino	Hobbs, New Mexico	Penn Master Lease
Midwest segment		
Ameristar Council Bluffs	Council Bluffs, Iowa	Pinnacle Master Lease
Argosy Casino Alton ⁽³⁾	Alton, Illinois	Penn Master Lease
Argosy Casino Riverside	Riverside, Missouri	Penn Master Lease
Hollywood Casino Aurora	Aurora, Illinois	Penn Master Lease
Hollywood Casino Joliet	Joliet, Illinois	Penn Master Lease
Hollywood Casino at Kansas Speedway ⁽⁴⁾	Kansas City, Kansas	Owned - joint venture
Hollywood Casino St. Louis	Maryland Heights, Missouri	Penn Master Lease
Prairie State Gaming ⁽²⁾	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 Penn Master Lease.

(4) Pursuant to a joint venture with 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, 2021 and 2020 primarily consisted of the following:

<i>(in millions)</i>	December 31,			
	2021		2020	
Markers and returned checks	\$	15.1	\$	14.8
Credit card and other advances to customers		11.5		8.9
Receivables from ATM and cash kiosk transactions		20.9		10.9
Hotel and banquet		4.1		2.7
Racing settlements		12.8		7.7
Online gaming and licensing receivables from third party operators, including taxes		70.0		16.4
Media receivables		10.3		—
Insurance Receivable - Hurricane Laura		28.7		23.0
Other		29.6		20.8
Provision for credit losses		(8.0)		(8.8)
Accounts receivable, net	\$	195.0	\$	96.4

Property and Equipment: Property and equipment are stated at cost, less accumulated depreciation. Capital expenditures are accounted for as either project capital or maintenance (replacement) capital expenditures. Project capital expenditures are for fixed asset additions that expand an existing facility or create a new facility. 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 35
Furniture, fixtures and equipment	3 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 1st 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 1st 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: Under ASC 470-20, "Debt with Conversion and Other Options" ("ASC 470-20"), an entity must separately account for the liability and equity components of convertible debt instruments that may be settled entirely or partially in cash upon conversion in a manner that reflects the issuer's economic interest. The effect of ASC 470-20 on the accounting for our Convertible Notes is that the equity component is required to be included in "Additional paid-in capital" within our Consolidated Balance Sheets at the issuance date and the value of the equity component is treated as a debt discount. See [Note 11, "Long-term Debt,"](#) for more information.

Financing Obligations: Certain of the components contained within our Master Leases (primarily buildings) are accounted for as financing obligations in accordance with ASC 470 - Debt, rather than leases.

On November 1, 2013, the Company spun-off its real estate assets into GLPI (the "Spin-Off") and entered into the Penn Master Lease. This transaction did not meet all of the requirements for sale-leaseback accounting treatment under ASC 840, "Leases" ("ASC 840"); specifically, the Penn Master Lease contains provisions that indicate the Company has prohibited forms of continuing involvement in the leased assets, which are not a normal leaseback. Accordingly, at lease inception, we calculated a financing obligation based on the future minimum lease payments discounted at our estimated incremental borrowing rate at lease inception over the lease term of 35 years, which was determined to be 9.7%. The lease term included renewal options that were reasonably assured of being exercised and the funded construction of certain leased assets in development at the commencement of the Penn Master Lease.

On October 15, 2018, in connection with the acquisition of Pinnacle Entertainment, Inc. (the "Pinnacle Acquisition"), we assumed the Pinnacle Master Lease. Within a business combination, an arrangement that previously did not meet all of the requirements for sale-leaseback accounting treatment (and is accounted for as a financing obligation by the acquiree) retains its classification as a financing obligation on the acquiring entity's consolidated balance sheets at the business combination date. As of the date of acquisition, we calculated the financing obligation based on the future minimum lease payments discounted at a rate determined to be fair value at the business combination date, which was determined to be 7.3%, over the remaining lease term of 32.5 years. The remaining lease term included renewal options that were reasonably assured of being exercised. Furthermore, in conjunction with the Pinnacle Acquisition, 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 (the "Plainridge Park Casino Sale-Leaseback"). The effective yield used to determine the financing obligation associated with the Plainridge Park Casino Sale-Leaseback was 9.6%.

Subsequent to the adoption of ASC 842, "Leases" ("ASC 842") on January 1, 2019, minimum lease payments under our Master Leases are allocated between components that continue to be financing obligations (primarily buildings) and operating lease components (primarily land). Minimum lease payments related to financing obligations are recorded to interest expense and, in part, as repayments of principal reducing the associated financing obligations. Contingent payments are recorded as interest expense as incurred. The real estate assets subject to the Master Leases and which are accounted for as failed sales, are included in "Property and equipment, net" within the Company's Consolidated Balance Sheets and are depreciated over the shorter of their remaining useful lives or lease term. 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."](#)

On October 1, 2020, we sold the land underlying our Morgantown development project to GLPI in exchange for rent credits of \$30.0 million. Contemporaneous with the sale, the Company entered into a triple net lease with GLPI for the land underlying Morgantown (as defined and discussed in [Note 12, "Leases"](#)). The sale-leaseback transaction did not meet the requirements for sale accounting as control of the underlying asset as defined in accordance with ASC 842 remains with the Company. Accordingly, at lease inception, we calculated a financing obligation based on the future minimum lease payments discounted at our estimated incremental borrowing rate over the lease term of 50 years, which was determined to be 11.4%. The lease term included renewal options that were reasonably assured of being exercised.

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.

Upon adoption of 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 recorded as rent expense, which is included within general and administrative expense, 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 expense within the Consolidated Statements of Operations and interest expense 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.

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 income 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 de-recognition, 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, retail transactions, hotel room sales, racing wagers, management services related to the management of external operations 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 my**choice** program and a single performance obligation for customers that do not participate in the my**choice** 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 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 approximately three days. 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 related iGaming market access (“Skins”) across our portfolio, of which the Company received cash and equity securities, including ordinary shares and warrants, specific to four operator agreements. 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 state 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 state 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 agreements. 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 state 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 or through the redemption of our customers’ loyalty points are recorded as food, beverage, hotel, and other revenues, at their estimated SSPs 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,		
	2021	2020	2019
Food and beverage	\$ 173.7	\$ 123.6	\$ 261.4
Hotel	125.4	79.6	159.6
Other	10.2	6.7	17.6
Total complimentaries associated with gaming contracts	\$ 309.3	\$ 209.9	\$ 438.6

Customer-related Liabilities

The Company has three general types of liabilities related to contracts with customers: (i) the obligation associated with its mychoice 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 sports betting operators for online sports betting and related iCasino market access.

Our mychoice program allows members to utilize their reward membership card to earn loyalty points that are redeemable for slot play and complimentaries, such as food and beverage at our restaurants, lodging at our hotels and products offered at our retail stores across the vast majority of our properties. In addition, members of the mychoice program earn credit toward tier status, which entitles them to receive certain other benefits, such as gifts and free play. The obligation associated with our mychoice program, which is included in “Accrued expenses and other current liabilities” within our Consolidated Balance Sheets, was \$37.6 million and \$35.8 million as of December 31, 2021 and 2020, 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 or pari-mutuel wagering, (v) outstanding chip liabilities, (vi) unclaimed jackpots, and (vii) gift cards redeemable at our properties. Unpaid wagers primarily relate to the Company’s obligation to settle outstanding slot tickets, pari-mutuel racing tickets and gaming chips with customers and 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 \$112.0 million and \$47.1 million as of December 31, 2021 and 2020, respectively, none of which was classified as long-term on December 31, 2021 as compared to \$0.5 million in the prior year. The current portion and long-term portion of our advance payments on goods and services yet to be provided and for unpaid wagers are included in “Accrued expenses and other current liabilities” and “Other long-term liabilities” within our Consolidated Balance Sheets, respectively.

Penn Interactive enters into multi-year agreements with sports betting operators for online sports betting and related iCasino market access across our portfolio of properties, from which we received cash and equity securities, including ordinary shares and warrants, specific to two operator agreements. Certain of the operations contemplated by these agreements commenced, resulting in the recognition of \$16.3 million, \$5.6 million and \$0.6 million of revenue (most of which was previously deferred) during the years ended December 31, 2021, 2020 and 2019 respectively. Deferred revenue associated with third-party sports betting operators for online sports betting and related iCasino market access, which is included in “Other long-term liabilities” within our Consolidated Balance Sheets was \$52.2 million and \$52.7 million as of December 31, 2021 and 2020, 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 “General and administrative” expenses within the Consolidated Statements of Operations, were \$88.2 million, \$36.7 million, and \$59.4 million, for the years ended December 31, 2021, 2020 and 2019, respectively.

Gaming and Racing 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. 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 and local jurisdictions in the states where or in which the wagering occurs, as well as taxes on revenues derived from arrangements which allow for third-party partners to operate online casinos and online sportsbooks under our gaming licenses. For the years ended December 31, 2021, 2020 and 2019, these expenses, which were recorded in “Gaming” expense or “Food, beverage, hotel and other” expenses within the Consolidated Statements of Operations, were \$2.0 billion, \$1.1 billion, and \$1.6 billion, 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 Income (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 income (loss) consists solely of foreign currency translation adjustments.

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 Per Share: Basic earnings per share (“EPS”) is computed by dividing net income (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 stock options, unvested restricted stock awards (“RSAs”) and restricted stock units (“RSUs”), 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”](#)) are 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 are considered a participating security and the Company is required to apply the two-class method to consider the impact of the preferred shares on the calculation of basic and diluted EPS. The holders of the Company’s Series D Preferred Stock are not obligated to absorb losses; therefore, in reporting periods where the Company is in a net loss position, it does not apply the two-class method. In reporting periods where the Company is in a net income position, the two-class method is applied by allocating all earnings during the period to common shares and preferred shares. See [Note 17, “Earnings \(Loss\) per Share.”](#) 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 VIE 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

Accounting Pronouncements to be Implemented

In March 2020, the FASB issued ASU 2020-04, "Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting" ("ASU 2020-04"). ASU 2020-04 provides an optional expedient and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. In response to the concerns about structural risks of interbank offered rates and, particularly, the risk of cessation of the London Interbank Offered Rate (referred to as "LIBOR"), regulators in several jurisdictions around the world have undertaken reference rate reform initiatives to identify alternative reference rates that are more observable or transaction-based and less susceptible to manipulation. ASU 2020-04 also provides companies with optional guidance to ease the potential accounting burden associated with transitioning away from reference rates that are expected to be discontinued. ASU 2020-04 can be adopted no later than December 1, 2022 with early adoption permitted. The interest rates associated with the Company's borrowings under its Senior Secured Credit Facilities (as defined in [Note 11, "Long-term Debt"](#)) are tied to LIBOR. The Company is currently evaluating the impact of the adoption of ASU 2020-04 on our Consolidated Financial Statements.

In August 2020, The FASB issued ASU 2020-06, "Debt—Debt with Conversion and Other Options (Topic 470) and Derivatives and Hedging—Contracts in Entity's Own Equity (Topic 814): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity" ("ASU 2020-06"). ASU 2020-06 eliminates the number of accounting models used to account for convertible debt instruments and convertible preferred stock. The update also amends the disclosure requirements for convertible instruments and EPS in an effort to increase financial reporting transparency.

The new standard impacts the Company's existing 2.75% convertible senior notes due May 2026 ("Convertible Notes") which are currently accounted for under the cash conversion feature model. The cash conversion feature model is eliminated under the new standard and entities will no longer separately present in stockholders' equity an embedded conversion feature of a debt instrument.

The new guidance also requires the use of the if-converted method when calculating diluted earnings per share for convertible instruments and the treasury stock method should no longer be used. Under the new guidance, convertible instruments that may be settled in cash or shares (e.g., the Company's Convertible Notes) are to be included in the calculation of diluted EPS if the effect is more dilutive, with no option for rebutting the presumption of share settlement based on stated policy or past experience.

Adoption of ASU 2020-06 will result in reclassification of the \$88.2 million cash conversion feature related to the Company's Convertible Notes, from stockholders' equity to liabilities. The adoption of ASU 2020-06 allows for the recognition of a cumulative effect adjustment to the opening balance of retained earnings in the period of adoption without recasting the financial statements in periods prior to adoption. The Company plans to elect this transition option. We expect the adoption of ASU 2020-06 to have a material impact on our Consolidated Financial Statements and related disclosures. We are finalizing the impact of ASU 2020-06 to our accounting policies, processes, disclosures, and internal control over financial reporting.

A variety of proposed or otherwise potential accounting standards are currently being studied by standard-setting organizations and certain regulatory agencies. Because of the tentative and preliminary nature of such proposed standards, we have not yet determined the effect, if any, that the implementation of such proposed standards would have on our 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 and closure of the property for approximately two weeks. The Company maintains insurance, subject to certain deductibles and coinsurance, for the repair or replacement of assets that suffered loss and provides coverage for interruption to our business, including lost profits.

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 is included in "Accounts Receivable, net" within the Consolidated Balance Sheets. As we deem it is probable that the proceeds to be recovered from our insurers exceeds 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 are likely to 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.

As of December 31, 2021 and 2020, the amount of the receivable was \$28.7 million and \$23.0 million, respectively. No proceeds were received from our insurers during the year ended December 31, 2021, as compared to \$47.5 million received during the year ended December 31, 2020. For the year ended December 31, 2021, we identified an additional \$5.7 million of costs related to our policy claim. We continue to be in the process of quantifying the claim amount under the policies to be submitted to our insurers.

We will record proceeds in excess of the recognized losses and lost profits under our business interruption insurance as a gain contingency in accordance with ASC 450, "Contingencies," which we expect to recognize at the time of final settlement or when nonrefundable cash advances are made in a period subsequent to December 31, 2021.

During the first quarter of 2022, the Company received insurance payments totaling \$35.6 million.

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

<i>(in millions)</i>	December 31,			
		2021		2020
Insurance proceeds received through the end of the period	\$	47.5	\$	47.5
Deductible	\$	15.0	\$	15.0
Coinsurance	\$	2.5	\$	2.5
Clean-up, restoration, and other costs	\$	52.8	\$	47.1
Fixed asset write-off	\$	23.2	\$	23.2
Inventory write-off	\$	0.2	\$	0.2
Insurance receivable	\$	28.7	\$	23.0

Note 5—Revenue Disaggregation

We generate revenues at our owned, managed or operated properties principally by providing the following types of services: (i) gaming, including iCasino, retail and online sports betting; (ii) food and beverage; (iii) hotel; and (iv) other. Other revenues are principally comprised of ancillary gaming-related activities, such as commissions received on ATM transactions, racing, Penn Interactive's social gaming, and revenue from third-party sports betting operators and the related gross-up for taxes. In addition, we assess our revenues based on geographic location of the related properties, which is consistent with our reportable segments. During the fourth quarter of 2021, the Company evaluated its reportable segments and changed them to: Northeast, South, West, Midwest, and Interactive as described in [Note 18, "Segment Information."](#) As a result of the change in reportable segments, we have recast previously reported segment information to conform to the current management view for all prior periods presented. The changes to reportable segments had no impact to the Company's consolidated financial statements. Our revenue disaggregation by type of revenue and geographic location was as follows:

For the year ended December 31, 2021								
<i>(in millions)</i>	Northeast	South	West	Midwest	Interactive	Other	Intersegment ⁽¹⁾ Eliminations	Total
Revenues:								
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	\$ 2,552.4	\$ 1,322.2	\$ 521.4	\$ 1,102.7	\$ 432.9	\$ 10.6	\$ (37.2)	\$ 5,905.0

For the year ended December 31, 2020								
<i>(in millions)</i>	Northeast	South	West	Midwest	Interactive	Other	Intersegment ⁽¹⁾ Eliminations	Total
Revenues:								
Gaming	\$ 1,495.1	\$ 684.0	\$ 194.2	\$ 615.2	\$ 62.4	\$ 0.3	\$ (0.1)	\$ 3,051.1
Food and beverage	68.9	76.9	46.0	32.0	—	0.6	—	224.4
Hotel	17.4	64.3	46.4	18.7	—	—	—	146.8
Other	57.9	24.4	15.9	15.5	58.7	3.0	(19.0)	156.4
Total revenues	\$ 1,639.3	\$ 849.6	\$ 302.5	\$ 681.4	\$ 121.1	\$ 3.9	\$ (19.1)	\$ 3,578.7

For the year ended December 31, 2019								
<i>(in millions)</i>	Northeast	South	West	Midwest	Interactive	Other	Intersegment ⁽¹⁾ Eliminations	Total
Revenues:								
Gaming	\$ 2,117.1	\$ 831.1	\$ 374.3	\$ 938.1	\$ 7.8	\$ 1.0	\$ (0.7)	\$ 4,268.7
Food and beverage	155.1	154.1	116.7	84.7	—	1.4	—	512.0
Hotel	43.5	98.2	125.9	43.4	—	—	—	311.0
Other	84.2	35.5	25.6	28.3	30.5	6.8	(1.2)	209.7
Total revenues	\$ 2,399.9	\$ 1,118.9	\$ 642.5	\$ 1,094.5	\$ 38.3	\$ 9.2	\$ (1.9)	\$ 5,301.4

(1) Primarily represents the elimination of intersegment revenues associated with our internally-branded retail sportsbooks, which are operated by Penn Interactive.

Note 6—Acquisitions and Dispositions**Greektown Casino-Hotel**

On May 23, 2019, the Company acquired all of the membership interests of Greektown Holdings, L.L.C., for a net purchase price of \$320.3 million, after working capital and other adjustments, pursuant to a transaction agreement among the Company, VICI Properties L.P., a wholly-owned subsidiary of VICI, and Greektown Mothership LLC. In connection with the acquisition, the real estate assets relating to Greektown were acquired by a subsidiary of VICI for an aggregate sales price of \$700.0 million and the Company entered into the Greektown Lease, which has an initial annual rent of \$55.6 million and an initial term of 15 years, with four five-year renewal options. The acquisition of the operations was financed through a combination of cash on hand and incremental borrowings under the Company's Revolving Credit Facility (as defined in [Note 11, "Long-term Debt"](#)).

During the first quarter of 2020, the Company finalized the allocation of the purchase price to the tangible and identifiable intangible assets acquired and liabilities assumed, with the excess recorded as goodwill as follows:

<i>(in millions)</i>	Fair value	
Cash and cash equivalents	\$	31.1
Receivables, prepaid expenses, and other current assets		14.5
Property and equipment		28.4
Goodwill ⁽¹⁾		67.4
Other intangible assets		
Gaming license		166.4
Trademark		24.4
Customer relationships		3.3
Operating lease right-of-use assets		516.1
Finance lease right-of-use assets		4.1
Other assets		—
Total assets	\$	855.7
Accounts payable, accrued expenses and other current liabilities	\$	15.2
Operating lease liabilities		516.1
Finance lease liabilities		4.1
Total liabilities		535.4
Net assets acquired	\$	320.3

(1) The goodwill has been assigned to our Northeast segment. The entire \$67.4 million goodwill amount is deductible for tax purposes.

The Company used the income, market, or cost approach (or a combination thereof) 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. Property and equipment acquired consists of non-REIT assets (e.g., equipment for use in gaming operations, furniture and other equipment). We determined that the land and buildings subject to the Greektown Lease, which was entered into at the time of the acquisition, represented operating lease ROU assets with a corresponding operating lease liability calculated based on the present value of the future lease payments at the acquisition date in accordance with GAAP. Management determined the fair value of its office equipment, computer equipment and slot machine gaming devices based on the market approach and other personal property based on the cost approach, supported where available by observable market data, which includes consideration of obsolescence.

Acquired identifiable intangible assets consist of a gaming license and a trademark, which are both indefinite-lived intangible assets, and customer relationships, which is an amortizing intangible asset with an assigned useful life of two years. Management valued (i) the gaming license using the Greenfield Method under the income approach; (ii) the trademark using the relief-from-royalty method under the income approach; and (iii) customer relationships (rated player databases) using the with-and-without method of the income approach. All valuation methods are forms of the income approach supported by observable market data for peer casino operator companies. See [Note 2, "Significant Accounting Policies,"](#) for more information.

The following table includes the financial results of Greektown from the acquisition date through December 31, 2019, which is included within our Consolidated Statements of Operations for the year ended December 31, 2019:

<i>(in millions)</i>	Period from May 23, 2019 through December 31, 2019	
Revenues	\$	195.9
Net income	\$	10.9

Margaritaville Resort Casino

On January 1, 2019, the Company acquired the operations of Margaritaville for a net purchase price of \$122.9 million, after working capital and other adjustments, pursuant to (i) an agreement and plan of merger (the "Margaritaville Merger Agreement") among the Company, VICI, Bossier Casino Venture (HoldCo), Inc. ("Holdco"), and Silver Slipper Gaming, LLC, and (ii) a membership interest purchase agreement (the "MIPA") among VICI and the Company.

Pursuant to the MIPA, HoldCo sold its interests in its sole direct subsidiary and owner of the Margaritaville operating assets, to the Company. In connection with the acquisition, the real estate assets used in the operations of Margaritaville were acquired by VICI for \$261.1 million and the Company entered into the Margaritaville Lease, which has an initial annual rent of \$23.2 million and an initial term of 15 years, with four five-year renewal options. The acquisition of the operations was financed through incremental borrowings under the Company's Revolving Credit Facility.

During the fourth quarter of 2019, the Company finalized the allocation of the purchase price to the tangible and identifiable intangible assets acquired and liabilities assumed, with the excess recorded as goodwill as follows:

<i>(in millions)</i>	Fair value	
Cash and cash equivalents	\$	10.7
Receivables, prepaid expenses, and other current assets		7.0
Property and equipment		20.7
Goodwill ⁽¹⁾		44.2
Other intangible assets		
Gaming license		48.1
Customer relationships		2.3
Operating lease right-of-use assets		196.2
Total assets	\$	329.2
Accounts payable, accrued expenses and other current liabilities	\$	10.1
Operating lease liabilities		196.2
Total liabilities		206.3
Net assets acquired	\$	122.9

(1) The goodwill has been assigned to our South segment. The entire \$44.2 million goodwill amount is deductible for tax purposes.

The Company used the income, market, or cost approach (or a combination thereof) 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. Property and equipment acquired consists of non-REIT assets (e.g., equipment for use in gaming operations, furniture and other equipment). We determined that the land and buildings subject to the Margaritaville Lease, which was entered into at the time of the acquisition, represented operating lease ROU assets with a corresponding operating lease liability calculated based on the present value of the future lease payments at the acquisition date in accordance with GAAP. Management determined the fair value of its office equipment, computer equipment and slot machine gaming devices based on the market approach and other personal property based on the cost approach, supported where available by observable market data, which includes consideration of obsolescence.

Acquired identifiable intangible assets consist of a gaming license, which is an indefinite-lived intangible asset, and a customer relationship, which is an amortizing intangible asset with an assigned useful life of 2 years. Management valued (i)

the gaming license using the Greenfield Method under the income approach and (ii) the customer relationships using the with-and-without method of the income approach. All valuation methods are forms of the income approach supported by observable market data for peer casino operator companies. See [Note 2, "Significant Accounting Policies,"](#) for more information.

The following table includes the financial results of Margaritaville from the acquisition date through December 31, 2019, which is included within our Consolidated Statements of Operations for the year ended December 31, 2019:

<i>(in millions)</i>	For the year ended December 31, 2019	
Revenues	\$	157.6
Net income	\$	13.7

Tropicana Las Vegas

On April 16, 2020, we sold the real estate assets associated with the operations of Tropicana Las Vegas Hotel and Casino, Inc. ("Tropicana") property to GLPI in exchange for rent credits of \$307.5 million, and utilized the rent credits to pay rent under our existing Master Leases and the Meadows Lease, (as defined and discussed in [Note 12, "Leases"](#)), beginning in May 2020. Contemporaneous with the sale, the Company entered into the Tropicana Lease, (as defined and discussed in [Note 12, "Leases"](#)). Pursuant to the purchase agreement, GLPI would conduct a sale process with respect to both the real estate assets and the operations of Tropicana for up to 24 months (the "Sale Period"), with the Company receiving (i) 75% of the proceeds above \$307.5 million plus certain taxes, expenses and costs if an agreement for such sale is signed in the first 12 months of the Sale Period or (ii) 50% of the proceeds above \$307.5 million plus certain taxes, expenses and costs if an agreement for such sale is signed in the remainder of the Sale Period.

We recognized a gain on this transaction of \$29.8 million during the year ended December 31, 2020, which is included in "General and administrative" within our Consolidated Statements of Operations.

On January 11, 2022, Penn National entered into a definitive purchase agreement to sell its outstanding equity interest in Tropicana, which has the gaming license and operates the Tropicana, to Bally's Corporation ("Bally's"). This transaction is expected to close within the second half of 2022, subject to Penn National, GLPI, and Bally's entering into definitive agreements and obtaining regulatory approval.

Morgantown

On October 1, 2020, we sold the land underlying our Morgantown development project to GLPI in exchange for rent credits of \$30.0 million. Contemporaneous with the sale, the Company entered into a triple net lease with GLPI for the land underlying Morgantown (as defined and discussed in [Note 12, "Leases"](#)).

As of December 31, 2020, we had utilized all of the rent credits pertaining to the Tropicana and Morgantown transactions which totaled \$337.5 million (see [Note 12, "Leases"](#)).

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 equity, 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 equity, and is based on achievement of certain performance factors. The preliminary 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 preliminary 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 Hollywood Casino 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 equity, which was preliminarily 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 theScore for a purchase price of approximately \$2.1 billion. Under the terms of the agreement, 1317774 B.C. Ltd. (the “Purchaser”), an indirectly wholly owned subsidiary of Penn National, acquired each of the issued and outstanding theScore shares (other than those held by Penn National 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. The acquisition provides us with the technology, resources and audience reach to accelerate our media and sports betting strategy across North America.

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 is included in “Other” within our Consolidated Statements of Operations.

The following table reflects the preliminary allocation of the purchase price to the tangible and identifiable intangible assets acquired and liabilities assumed, with the excess recorded as goodwill:

<i>(in millions)</i>	Fair value
Cash and cash equivalents	\$ 160.3
Other current assets	22.8
ROU assets	2.6
Property and equipment	1.8
Goodwill	1,690.2
Other intangible assets	
Gaming technology	160.0
Media technology	57.0
Tradename	100.0
Advertising relationships	11.0
Customer relationships	8.0
Re-acquired right	2.6
Other long-term assets	5.2
Total assets	\$ 2,221.5
Accounts payable, accrued expenses and other current liabilities	\$ 67.9
Deferred tax liabilities	69.2
Other non-current liabilities	1.7
Total liabilities	138.8
Net assets acquired	\$ 2,082.7

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 consist of gaming technology, media technology, tradename, advertising relationships, customer relationships, and a re-acquired right. Tradename is an indefinite-lived intangible asset. All other intangible assets are definite-lived with assigned useful lives primarily ranging from 1-7 years. The re-acquired right intangible asset was assigned a 17.8 year useful life based on the remaining term of a pre-acquisition market access contract between Penn National and theScore.

Goodwill, none of which is deductible under the Canadian Income Tax Act, is approximately 81.2% of the net assets acquired and represents synergies, incremental market share capture and expansion into new markets not existing as of the acquisition date, and future technology development.

The following valuation approaches were utilized to determine the fair value of each intangible asset:

Intangible Asset	Valuation Approach
Gaming technology	Relief-from-royalty (variation of income approach)
Media technology	Replacement cost
Tradename	Relief-from-royalty (variation of income approach)
Advertising relationships	With-and-without (variation of income approach)
Customer relationships	Replacement cost
Re-acquired right	Replacement cost

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.

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, 2020. The pro forma financial information does not necessarily represent the results that may occur in the future. The pro forma amounts include the historical operating results of Penn National and Hitpoint, Perryville, Sam Houston and theScore prior to our acquisitions. 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 National and the respective acquirees' and 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, 2020, pro forma adjustments directly attributable to the acquisitions primarily include a net unrealized gain of \$8.3 million on the equity security investment in theScore.

<i>(in millions)</i>	For the year ended December 31,			
	2021		2020	
Revenues	\$	5,978.0	\$	3,677.4
Net income (loss)	\$	347.6	\$	(705.4)

Note 7—Investments in and Advances to Unconsolidated Affiliates

As of December 31, 2021 and 2020, investments in and advances to unconsolidated affiliates primarily consisted of the Company's 36% interest in Barstool Sports; its 50% investment in Kansas Entertainment, the joint venture with NASCAR that owns Hollywood Casino at Kansas Speedway; its 50% interest in Freehold Raceway; and its 50% joint venture with Sam Houston that owns and operates racetracks in Texas. On August 1, 2021, the Company purchased the remaining 50% ownership interest of Sam Houston. See [Note 6, "Acquisitions and Dispositions"](#) for further information.

Investment in Barstool Sports

In February 2020, we closed on our investment in Barstool Sports pursuant to a stock purchase agreement with Barstool Sports and certain stockholders of Barstool Sports, in which we purchased 36% (inclusive of 1% on a delayed basis) of the common stock, par value \$0.0001 per share, of Barstool Sports 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 (as discussed below). Within three years after the closing of the transaction or earlier at our election, we will increase our ownership in Barstool Sports to approximately 50% by purchasing approximately \$62.0 million worth of additional shares of Barstool Sports common stock, consistent with the implied valuation at the time of the initial investment, which was \$450.0 million. With respect to the remaining Barstool Sports shares, we have immediately exercisable call rights, and the existing Barstool Sports stockholders have put rights exercisable beginning three years after closing, all based on a fair market value calculation at the time of exercise (originally subject to a cap of \$650.0 million, and subject to such cap, a floor of 2.25 times the annualized revenue of Barstool Sports, all subject to various adjustments).

On October 1, 2021, the terms of the February 2020 stock purchase agreement were amended to (i) set a definitive purchase price of \$325.0 million on the second 50% of Barstool Sports common stock, which eliminates the floor of 2.25 times the annual revenue of Barstool Sports and (ii) fix a number of Penn common shares to be delivered to existing February 2020 employee holders of Barstool Sports common stock, to the extent Penn's stock price exceeds a specified value defined in the amended stock purchase agreement and Penn elects to settle using a combination of cash and equity. Consistent with the February 2020 stock purchase agreement: (i) the Barstool Sports common stock remains subject to our immediately exercisable call rights and the existing Barstool Sports stockholders put rights beginning in February 2023, (ii) the requirement to increase our ownership in Barstool Sports to approximately 50% by purchasing approximately \$62.0 million worth of additional shares in Barstool Sports common stock remains consistent with the implied valuation at the time of the initial investment, which was \$450.0 million, and (iii), we may settle the call and put options, at our sole election, using either cash or a combination of cash and equity.

On February 20, 2020, the Company issued 883 shares of Series D Preferred Stock, par value \$0.01 (the "Series D Preferred Stock") to certain individual stockholders affiliated with Barstool Sports. 1/1,000th of a share of Series D Preferred Stock is convertible into one share of Penn Common Stock. The Series D Preferred stockholders are 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. Series D Preferred Stock is nonvoting stock. The Series D Preferred Stock issued to certain individual stockholders affiliated with Barstool Sports will be available for conversion into Penn Common Stock in tranches over four years as stipulated in the stock purchase agreement, with the first

20% tranche having been available for conversion into Penn Common Stock in the first quarter of 2021. As of December 31, 2021, 26 shares of the Series D Preferred Stock can be converted into Penn Common Stock.

During the first quarter of 2021, the Company acquired 0.3%, and subsequently acquired an additional 0.3% during the third quarter of 2021, of Barstool Sports common stock, par value \$0.0001 per share, which represents a partial settlement of the 1% purchase on a delayed basis as noted above. The acquisition of the acquired Barstool Sports common stock was settled through a predetermined number of Series D Preferred Stock as contained within the stock purchase agreement (see [Note 15, "Stockholders' Equity,"](#) and [Note 16, "Stock-based Compensation,"](#) for further information).

As a part of the stock purchase agreement, we entered into a commercial agreement that provides us with access to Barstool Sports' customer list and exclusive advertising on the Barstool Sports platform over the term of the agreement. The initial term of the commercial agreement is ten years and, unless earlier terminated and subject to certain exceptions, will automatically renew for three additional ten-year terms (a total of 40 years assuming all renewals are exercised).

As of December 31, 2021 and 2020, we have an amortizing intangible asset pertaining to the customer list of \$0.8 million and \$1.6 million, respectively. As of December 31, 2021 and 2020, we have a prepaid expense pertaining to the advertising in the amount of \$15.4 million and \$16.5 million, respectively, of which \$14.2 million and \$15.4 million was classified as long-term, respectively. The long-term portion of the prepaid advertising expense is included in "Other assets" within our Consolidated Balance Sheets.

As of December 31, 2021 and 2020, our investment in Barstool Sports was \$162.5 million and \$147.5 million, respectively. We record our proportionate share of Barstool Sports' net income or loss one quarter in arrears.

The Company determined that Barstool Sports qualified as a VIE as of December 31, 2021 and 2020. The Company did not consolidate the financial position of Barstool Sports as of and for the year ended December 31, 2021 and 2020, nor the results of operations for the years ended December 31, 2021 and 2020, as the Company determined that it did not qualify as the primary beneficiary of Barstool Sports either at the commencement date of its investment or for subsequent periods, primarily as a result of the Company not having the power to direct the activities of the VIE that most significantly affect Barstool Sports' economic performance.

Kansas Joint Venture

As of December 31, 2021 and 2020, our investment in Kansas Entertainment was \$83.8 million and \$85.2 million, respectively. During the years ended December 31, 2021, 2020 and 2019, the Company received distributions from Kansas Entertainment totaling \$31.8 million, \$20.0 million and \$29.0 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, 2021 and 2020, nor the results of operations for the years ended December 31, 2021 and 2020.

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,		
	2021	2020	2019
Current assets	\$ 19.1	\$ 14.7	\$ 14.7
Long-term assets	\$ 145.1	\$ 151.4	\$ 151.4
Current liabilities	\$ 11.0	\$ 10.2	\$ 10.2
	For the year ended December 31,		
<i>(in millions)</i>	2021	2020	2019
Revenues	\$ 149.5	\$ 104.2	\$ 162.3
Operating expenses	88.7	75.5	101.3
Operating income	60.8	28.7	61.0
Net income	\$ 60.8	\$ 28.7	\$ 61.0
Net income attributable to Penn National	\$ 30.4	\$ 14.4	\$ 30.5

Texas and New Jersey Joint Ventures

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. See [Note 6, "Acquisitions and Dispositions"](#) for further information.

During the first quarter of 2020, we recorded an other-than-temporary impairment on our investment in the joint venture of \$4.6 million, which is included in "Impairment losses" within our Consolidated Statements of Operations. No further impairment loss was recorded for the years ended December 31, 2021 and 2020. Sam Houston Race Park hosts thoroughbred and quarter-horse racing and offers daily simulcast operations, and Valley Race Park features dog racing and simulcasting. In addition, through a separate arrangement, 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.

As of December 31, 2021 and 2020, we determined that our New Jersey joint venture did not qualify as a VIE, nor did our former interest in our Texas joint venture for the year ended December 31, 2020. Using the guidance for entities that are not VIEs, in both cases, the Company determined that it did not have a controlling financial interest in either of the joint ventures as of and for the years ended December 31, 2021 and 2020, primarily as it did not have the ability to direct the activities of either of the joint ventures that most significantly impacted the joint ventures' economic performance without the input of Sam Houston or Greenwood, respectively. Therefore, the Company did not consolidate either of its investment in the joint ventures as of and for the years ended December 31, 2021 and 2020.

Note 8—Property and Equipment

Property and equipment, net, consisted of the following:

<i>(in millions)</i>	December 31,	
	2021	2020
Property and equipment - Not Subject to Master Leases		
Land and improvements	\$ 147.6	\$ 105.6
Building, vessels and improvements	327.3	205.4
Furniture, fixtures and equipment	1,714.8	1,620.4
Leasehold improvements	292.0	219.5
Construction in progress	70.7	89.8
	2,552.4	2,240.7
Less: Accumulated depreciation	(1,634.1)	(1,559.0)
	918.3	681.7
Property and equipment - Subject to Master Leases		
Land and improvements	1,523.2	1,523.2
Building, vessels and improvements	3,640.0	3,640.3
	5,163.2	5,163.5
Less: Accumulated depreciation	(1,499.3)	(1,315.9)
	3,663.9	3,847.6
Property and equipment, net	\$ 4,582.2	\$ 4,529.3

Depreciation expense was as follows:

<i>(in millions)</i>	For the year ended December 31,		
	2021	2020	2019
Depreciation expense ⁽¹⁾	\$ 314.3	\$ 336.9	\$ 381.6

(1) Of such amounts, \$183.4 million, \$156.1 million, and \$158.9 million, respectively, pertained to real estate assets subject to either of our Master Leases.

Hurricane Laura

In August 2020, Hurricane Laura made landfall in Lake Charles, Louisiana, which caused significant damage to our L'Auberge Lake Charles property. As a result, we wrote off property and equipment with a net book value of \$23.2 million of which \$2.1 million and \$21.1 million was included in Property and equipment – Not subject to Master Lease, and Property and equipment – Subject to Master Leases, respectively.

Tropicana

During the year ended December 31, 2020, we recorded \$7.3 million of impairment on the property and equipment associated with Tropicana, relating to the operating assets, which is included in “Impairment losses” within our Consolidated Statements of Operations. The charge was the result of an impairment assessment performed after reviewing the projected results of this property over the remaining lease term contained within the Tropicana Lease. There were no impairment charges recorded to property and equipment during the year ended December 31, 2021.

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
Balance as of January 1, 2020							
Goodwill, gross	\$ 914.3	\$ 236.6	\$ 216.8	\$ 1,116.7	\$ 67.8	\$ 88.3	\$ 2,640.5
Accumulated goodwill impairment losses	(717.9)	(52.0)	(16.6)	(495.6)	—	(87.7)	(1,369.8)
Goodwill, net	196.4	184.6	200.2	621.1	67.8	0.6	1,270.7
Impairment losses during year	(43.5)	(9.0)	—	(60.5)	—	—	(113.0)
Other ⁽¹⁾	—	—	—	—	—	(0.6)	(0.6)
Balance as of December 31, 2020							
Goodwill, gross	914.3	236.6	216.8	1,116.7	67.8	87.7	2,639.9
Accumulated goodwill impairment losses	(761.4)	(61.0)	(16.6)	(556.1)	—	(87.7)	(1,482.8)
Goodwill, net	152.9	175.6	200.2	560.6	67.8	—	1,157.1
Goodwill acquired during year	9.2	—	—	—	1,699.0	—	1,708.2
Effects of foreign currency exchange rates	—	—	—	—	(42.8)	—	(42.8)
Balance as of December 31, 2021							
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	<u>\$ 162.1</u>	<u>\$ 175.6</u>	<u>\$ 200.2</u>	<u>\$ 560.6</u>	<u>\$ 1,724.0</u>	<u>\$ —</u>	<u>\$ 2,822.5</u>

(1) Amounts relate to the write-off of goodwill related to the land sale at Sanford Orlando Kennel Club which discontinued our racing operations. The write-off of this goodwill balance is included as a component of the gain calculation recorded on the sale.

2021 Annual Assessment for Impairment

The Company completed its annual assessment for impairment as of October 1, 2021, which did not result in any impairment charges to goodwill, gaming licenses and trademarks. The estimated fair values of the 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 the gaming licenses and trademarks were determined by using discounted cash flow models, which utilized Level 3 inputs.

2020 Annual and Interim Assessment for Impairment

During the first quarter of 2020, we identified an indicator of impairment on our goodwill and other intangible assets due to the COVID-19 pandemic. As a result of the COVID-19 pandemic, we revised our cash flow projections to reflect the current economic environment, including the uncertainty surrounding the nature, timing and extent of reopening our gaming properties. As a result of the interim assessment for impairment, during the first quarter of 2020, we recognized impairments on our goodwill, gaming licenses and trademarks of \$113.0 million, \$437.0 million and \$61.5 million, respectively. The estimated fair values of the reporting units were determined through a combination of a discounted cash flow model and a market-based approach, which utilized Level 3 inputs. The estimated fair values of the gaming licenses and trademarks were determined by using discounted cash flow models, which utilized Level 3 inputs.

The goodwill impairments pertained to our Northeast, South and Midwest segments, in the amounts of \$43.5 million, \$9.0 million and \$60.5 million, respectively. The gaming license impairments pertained to our Northeast, South and Midwest segments in the amounts of \$177.0 million, \$166.0 million and \$94.0 million, respectively. The trademark impairments pertained to our Northeast, South, Midwest and West segments, in the amounts of \$17.0 million, \$17.0 million, \$15.0 million and \$12.5 million, respectively.

Upon reopening of our gaming facilities and throughout the fourth quarter of 2020 we undertook various initiatives to mitigate the impact of regulatory restrictions imposed as a result of the COVID-19 pandemic. We completed our annual assessment for impairment as of October 1, 2020, which did not result in any impairment charges to goodwill, gaming licenses and trademarks. The estimated fair values of the reporting units were determined through a combination of discounted cash

flow models and a market-based approach, which utilized Level 3 inputs. The estimated fair values of the gaming licenses and trademarks were determined by using discounted cash flow models, which utilized Level 3 inputs.

2019 Annual Assessment for Impairment

As a result of our 2019 annual assessment for impairment, we recognized impairments on our goodwill, gaming licenses, and trademarks, of \$88.0 million, \$62.6 million, and \$20.0 million, respectively. The impairments of goodwill were largely driven by increases in the carrying amount of certain of our reporting units as a result of decreases in the allocated amount of the financing obligation to such reporting units, which was driven by the adoption of ASC 842. The impairments of gaming licenses and trademarks were largely driven by reductions in the long-term projections for certain of our properties where competition has increased due to expansion of gaming legislation, primarily within the Northeast segment. The estimated fair values of the reporting units were determined through a combination of discounted cash flow models and a market-based approach, which utilized Level 3 inputs. The estimated fair values of the gaming licenses and trademarks were determined by using discounted cash flow models, which utilized Level 3 inputs.

The goodwill impairments pertained to our Northeast, South and Midwest segments, in the amounts of \$10.3 million, \$17.4 million and \$60.3 million, respectively. The gaming license impairments pertained to our Northeast and South segments in the amounts of \$55.1 million and \$7.5 million, respectively. The trademark impairments pertained to our Northeast, South and Midwest segments, in the amounts of \$11.5 million, \$6.5 million and \$2.0 million, respectively.

Carrying Values of Goodwill and Other Intangible Assets

As of October 1, 2021, the date of the most recent annual impairment test, seven reporting units had negative carrying amounts. The amount of goodwill at these reporting units was as follows (in millions):

Northeast segment	
Hollywood Casino Toledo	\$ 5.8
Plainridge Park Casino	\$ 6.3
South segment	
Ameristar Vicksburg	\$ 19.5
Boomtown New Orleans	\$ 5.2
Hollywood Casino Gulf Coast	\$ 2.7
West segment	
Cactus Petes and Horseshu	\$ 10.2
Midwest segment	
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:

<i>(in millions)</i>	December 31, 2021			December 31, 2020		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Indefinite-lived intangible assets						
Gaming licenses	\$ 1,285.4	\$ —	\$ 1,285.4	\$ 1,246.1	\$ —	\$ 1,246.1
Trademarks	338.2	—	338.2	240.9	—	240.9
Other	0.7	—	0.7	0.7	—	0.7
Amortizing intangible assets						
Customer relationships	114.9	(91.4)	23.5	106.9	(85.2)	21.7
Technology	252.7	(40.5)	212.2	32.7	(28.6)	4.1
Other	19.4	(6.8)	12.6	6.9	(6.9)	—
Total other intangible assets, net	\$ 2,011.3	\$ (138.7)	\$ 1,872.6	\$ 1,634.2	\$ (120.7)	\$ 1,513.5

There were no impairment charges recorded to other intangible assets for the year ended December 31, 2021.

Amortization expense related to our amortizing intangible assets was \$19.6 million, \$21.7 million, and \$24.7 million for the years ended December 31, 2021, 2020 and 2019, respectively. The following table presents the estimated amortization expense based on our amortizing intangible assets as of December 31, 2021 (in millions):

Years ending December 31:

2022	\$	57.0
2023		48.3
2024		45.6
2025		30.9
2026		24.3
Thereafter		42.2
Total	\$	<u>248.3</u>

Note 10—Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following:

<i>(in millions)</i>	December 31,	
	2021	2020
Accrued salaries and wages	\$ 155.5	\$ 120.4
Accrued gaming, pari-mutuel, property, and other taxes	103.6	75.0
Accrued interest	20.9	13.2
Other accrued expenses ⁽¹⁾	317.5	229.1
Other current liabilities ⁽²⁾	201.0	137.4
Accrued expenses and other current liabilities	<u>\$ 798.5</u>	<u>\$ 575.1</u>

(1) Amounts as of December 31, 2021 and 2020 include \$47.6 million and \$40.8 million, respectively, pertaining to the Company's accrued progressive jackpot liability. Additionally, amounts include the obligation associated with its mychoice program and the current portion of advance payments on goods and services yet to be provided and for unpaid wagers, which are discussed in [Note 2 "Significant Accounting Policies."](#)

(2) Amounts as of December 31, 2021 and 2020 include \$82.1 million and \$86.3 million, respectively, pertaining to the Company's non-qualified deferred compensation plan that covers management and other highly-compensated employees.

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,	
	2021	2020
Senior Secured Credit Facilities:		
Revolving Credit Facility due 2023	\$ —	\$ —
Term Loan A Facility due 2023	583.8	636.9
Term Loan B-1 Facility due 2025	979.9	991.2
5.625% Notes due 2027	400.0	400.0
4.125% Notes due 2029	400.0	—
2.75% Convertible Notes due 2026	330.5	330.5
Other long-term obligations	146.3	73.0
	<u>2,840.5</u>	<u>2,431.6</u>
Less: Current maturities of long-term debt	(99.5)	(81.4)
Less: Debt discount	(73.1)	(86.2)
Less: Debt issuance costs	(30.6)	(32.8)
	<u>\$ 2,637.3</u>	<u>\$ 2,231.2</u>

The following is a schedule of future minimum repayments of long-term debt as of December 31, 2021 (in millions):

Year ending December 31:		
2022	\$	99.5
2023		543.5
2024		21.3
2025		946.8
2026		91.1
Thereafter		1,138.3
Total minimum payments	<u>\$</u>	<u>2,840.5</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 \$700.0 million revolving credit facility (the "Revolving Credit Facility"); (ii) a five-year \$300.0 million Term Loan A facility (the "Term Loan A Facility"); and (iii) a seven-year \$500.0 million Term Loan B facility (the "Term Loan B Facility" and collectively with the Revolving Credit 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"), we 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 Credit Facility.

On April 14, 2020, the Company entered into a second amendment to its Credit Agreement with its various lenders (the "Second Amendment") to provide for certain modifications to required financial covenants and interest rates during, and subsequent to, a covenant relief period, which concluded on May 7, 2021 (the "Covenant Relief Period").

Upon conclusion of the Covenant Relief Period, the Second Amendment permits the Company to (i) maintain a maximum consolidated total net leverage ratio of 5.50:1.00 for the quarter ended March 31, 2021, 5.00:1.00 for the quarter ended June 30, 2021, 4.75:1.00 for the quarter ended September 30, 2021, 4.50:1.00 for the quarter ended December 31, 2021, and 4.25:1.00 thereafter, tested quarterly on a pro forma trailing twelve month ("PF TTM") basis; (ii) maintain a maximum senior secured net leverage ratio of 4.50:1.00 for the quarter ended March 31, 2021, 4.00:1.00 for the quarter ended June 30, 2021, 3.75:1.00 for

the quarter ended September 30, 2021, 3.50:1.00 for the quarter ended December 31, 2021, and 3.00:1.00 thereafter, tested quarterly on a PF TTM basis; and (iii) maintain an interest coverage ratio of 2.50:1.00, tested quarterly on a PF TTM basis.

In addition, upon conclusion of the Covenant Relief Period, loans under the Senior Secured Credit Facilities bear interest at either a base rate or an adjusted LIBOR rate, plus an applicable margin. The applicable margins for the Revolving Credit Facility and Term Loan A Facility range from 1.25% to 3.00% per annum for LIBOR loans and 0.25% to 2.00% per annum for base rate loans, in each case depending on the Consolidated Total Net Leverage Ratio (as defined in the Amended Credit Agreement) as of the most recent fiscal quarter. The Term Loan B-1 Facility continues to bear interest at 2.25% per annum for LIBOR loans and 1.25% per annum for base rate loans. All loans under the Senior Secured Credit Facilities are subject to a LIBOR “floor” of 0.75%. In addition, a commitment fee is paid on the unused portion of the commitments under the Revolving Credit Facility at a rate that ranges from 0.20% to 0.50% per annum, depending on the Consolidated Total Net Leverage Ratio as of the most recent fiscal quarter.

The payment and performance of obligations under the Senior Secured Credit Facilities are guaranteed by a lien on and security interest in substantially all of the assets (other than excluded property, such as gaming licenses) of the Company.

As of December 31, 2021 and 2020, the Company had conditional obligations under letters of credit issued pursuant to the Senior Secured Credit Facilities with face amounts aggregating to \$26.0 million and \$28.2 million, respectively, resulting in \$674.0 million and \$671.8 million of available borrowing capacity under the 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 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 on or after January 15, 2022, at the declining redemption premiums set forth in the indenture governing the 5.625% Notes, and, prior to January 15, 2022, at a “make-whole” redemption premium 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 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 15th and November 15th 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, 2021, 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 \$621.5 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. The Company has the option to redeem the Convertible Notes, in whole or in part, beginning November 20, 2023.

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, 2021 and December 31, 2020, no Convertible Notes have been converted into the Company's common stock.

The Convertible Notes contain a cash conversion feature, and as a result, the Company has 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, which is 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.

The Convertible Notes consisted of the following components:

<i>(in millions)</i>	December 31, 2021	December 31, 2020
Liability component:		
Principal	\$ 330.5	\$ 330.5
Unamortized debt discount	(71.7)	(84.4)
Unamortized debt issuance costs	(5.3)	(6.2)
Net carrying amount	<u>\$ 253.5</u>	<u>\$ 239.9</u>
Carrying amount of equity component	\$ 88.2	\$ 88.2

Interest expense, net

The table below presents interest expense, net:

<i>(in millions)</i>	For the year ended December 31,		
	2021	2020	2019
Interest expense	\$ (566.9)	(546.3)	(535.9)
Interest income	1.1	0.9	1.4
Capitalized interest	4.1	2.2	0.3
Interest expense, net	<u>\$ (561.7)</u>	<u>\$ (543.2)</u>	<u>\$ (534.2)</u>

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

<i>(in millions)</i>	For the year ended December 31,	
	2021	2020
Coupon interest	\$ 9.1	\$ 5.7
Amortization of debt discount	12.7	7.3
Amortization of debt issuance costs	0.9	0.5
Convertible Notes interest expense	<u>\$ 22.7</u>	<u>\$ 13.5</u>

The debt discount and the debt issuance costs attributable to the liability component are being amortized to interest expense over the term of the Convertible Notes at an effective interest rate of 9.23%. The remaining term of the Convertible Notes was 4.4 years as of December 31, 2021.

Covenants

Our Senior Secured 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 Senior Secured 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 Penn Master Lease and the Pinnacle Master Lease (both of 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, 2021, 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 \$17.9 million for the year ended December 31, 2021.

Ohio Relocation Fees

Other long-term obligations included \$44.5 million and \$60.9 million as of December 31, 2021 and 2020, 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. This obligation is accreted to interest expense at an effective yield of 5.0%.

Event Center

As of December 31, 2021 and 2020, other long-term obligations included \$11.4 million and \$12.0 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

Lessee

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 under 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, monthly rent associated with Hollywood Casino Columbus ("Columbus") and monthly rent in excess of the Hollywood Casino Toledo ("Toledo") rent floor, which are discussed below, are considered contingent rent.

Penn Master Lease

The payment structure under the 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 Penn Master Lease) of 1.8:1, and a component that is based on performance, which is prospectively adjusted (i) every five years by an amount equal to 4% of the average change in net revenues of all properties under the Penn Master Lease (other than Columbus and Toledo) compared to a contractual baseline during the preceding five years ("Penn Percentage Rent") and (ii) monthly by an amount equal to 20% of the net revenues of Columbus and Toledo in excess of a contractual baseline and subject to a rent floor specific to Toledo (see below).

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 and an additional ROU asset and corresponding lease liability of \$34.2 million were recognized associated with the operating lease components, and an additional ROU asset and corresponding lease liability of \$3.1 million were recognized associated with the finance lease components. We did not incur an annual escalator on November 1, 2020 for the lease year ended October 31, 2020. As a result of the annual escalator, effective as of November 1, 2019, for the lease year ended October 31, 2019, the fixed component of rent increased by \$5.5 million and an additional ROU asset and corresponding lease liability of \$34.4 million were recognized associated with operating lease components and an additional ROU asset and corresponding lease liability of \$3.1 million were recognized associated with finance lease components. The next annual escalator test date is scheduled to occur effective November 1, 2022, and the next Penn Percentage Rent reset test date is scheduled for November 1, 2023.

The acquisition of Greektown on May 23, 2019 activated a competition clause within the Penn Master Lease, which introduced a rent floor specific to Toledo. As a result, an additional ROU asset and corresponding lease liability of \$151.2 million were recognized associated with operating lease components. Lease payments resulting from the rent floor associated with components determined to continue to be financing obligations are included in "Interest expense, net" within our Consolidated Statements of Operations.

Monthly rent associated with Columbus and monthly rent in excess of the Toledo rent floor are variable and considered contingent rent. Expense related to operating lease components associated with Columbus and Toledo are included in "General and administrative" within our Consolidated Statements of Operations and the variable expense related to the financing obligation component is included in "Interest expense, net" within our Consolidated Statements of Operations. Total monthly variable expenses were as follows:

<i>(in millions)</i>	For the year ended December 31,		
	2021	2020	2019
Variable expenses included in "General and administrative"	\$ 18.7	\$ 12.9	\$ 16.4
Variable expenses included in "Interest expense, net"	17.1	11.8	16.1
Total variable expenses	\$ 35.8	\$ 24.7	\$ 32.5

On January 14, 2022, the ninth amendment to the Penn Master Lease between the Company and GLPI became effective. The ninth 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, establishes a "floor" with respect to the Hollywood Casino at Penn National Race Course Net Revenue amount used in the calculation of the annual rent escalator and Penn Percentage Rent, and modifies the rent calculations upon a lease termination event as defined in the amendment. The lease term and the four five-year optional renewal periods, which if exercised would extend the Penn Master Lease through October 31, 2048, were not modified in the ninth amendment.

We concluded the ninth amendment to the Penn Master Lease constitutes a modification event under ASC 842. We are currently reassessing, remeasuring, and quantifying the impact of the modification to the Consolidated Financial Statements, which may be material. The modification event will result in (i) a non-cash debt extinguishment charge recorded to our Consolidated Statements of Operations and corresponding change in our financing obligations on our Consolidated Balance Sheets; and (ii) a revaluation of our lease right-of-use assets and corresponding lease liabilities on our Consolidated Balance Sheets.

Pinnacle Master Lease

In connection with the Pinnacle Acquisition, we 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 the 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 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. We did not incur an annual escalator on May 1, 2020 for the lease year ended April 30, 2020. As a result of the annual escalator, effective as of May 1, 2019 for the lease year ended April 30, 2019, the fixed component of rent increased by \$1.0 million and an additional ROU asset and corresponding lease liability of \$3.8 million were recognized associated with operating lease components. The next annual escalator test date is scheduled to occur on May 1, 2022.

Effective May 1, 2020, the Pinnacle Percentage Rent resulted in an annual rent reduction of \$5.0 million, which will be in effect until the next Pinnacle Percentage Rent reset, scheduled to occur on May 1, 2022. Upon reset of the Pinnacle Percentage Rent, effective May 1, 2020, we recognized an additional operating lease ROU asset and corresponding lease liability of \$14.9 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. The lease term and the five five-year optional renewal periods, which if exercised would extend the Pinnacle Master Lease through April 30, 2051, were not modified in the fifth amendment.

We concluded the fifth amendment to the Pinnacle Master Lease constitutes a modification event under ASC 842. We are currently reassessing, remeasuring, and quantifying the impact of the modification to the Consolidated Financial Statements, which may be material. The modification event will result in (i) a non-cash debt extinguishment charge recorded to our Consolidated Statements of Operations and corresponding change in our financing obligations on our Consolidated Balance Sheets; and (ii) a revaluation of our lease right-of-use assets and corresponding lease liabilities on our Consolidated Balance Sheets.

Morgantown Lease

On October 1, 2020, the Company entered into a 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 to be utilized to pay rent under the Master Leases, Meadows Lease, and the Morgantown Lease, as discussed in [Note 6, "Acquisitions and Dispositions."](#)

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 determined the transaction to be a financing arrangement and upon execution of the Morgantown Lease, recorded a \$30.0 million financing obligation which is included in "Long-term portion of financing obligations" within our Consolidated Balance Sheets. Lease payments are included in "Interest expense, net" within our Consolidated Statements of Operations.

Perryville Lease

In conjunction with the acquisition of the operations of Hollywood Casino 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, as discussed in [Note 6, "Acquisitions and Dispositions."](#)

The initial term of the Perryville Lease is 20 years with three subsequent, five-year renewal periods, exercisable at the Company's option. The building portion of the annual rent is 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. The interest portion of lease payments is included in "Interest expense, net" and the depreciation of the ROU asset is included in "Depreciation and amortization", both within our Consolidated Statements of Operations.

Operating Leases

In addition to the operating lease components contained within the Master Leases (primarily land), the Company's operating leases consist mainly of (i) individual triple net leases with GLPI for the real estate assets used in the operations of Tropicana Las Vegas (the "Tropicana Lease") and Hollywood Casino at Meadows Racetrack (the "Meadows Lease"), (ii) individual triple net leases with VICI for the real estate assets used in the operations of Margaritaville (the "Margaritaville Lease") and Greektown (the "Greektown Lease" and collectively with the Master Leases operating lease components (primarily the land), the Meadows Lease, the Margaritaville Lease and the Tropicana Lease, the "Triple Net Operating Leases"), (iii) ground and levee leases to landlords which were not assumed by our REIT Landlords and remain an obligation of the Company, and (iv) building and equipment not subject to the Master Leases. 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.

Tropicana Lease

On April 16, 2020, we entered into the Tropicana Lease with a subsidiary of GLPI for the real estate assets used in the operations of Tropicana for nominal cash rent. Under the lease agreement, we will continue to operate the Tropicana 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 are earlier sold. In the event that GLPI sells the real estate assets used in the operations of Tropicana, the Tropicana Lease will automatically terminate. On January 11, 2022, Penn National entered into a definitive purchase agreement to sell its outstanding equity interest in Tropicana, which has the gaming license and operates the Tropicana, to Bally's. This transaction is expected to close within the second half of 2022, subject to Penn National, GLPI, and Bally's entering into definitive agreements and obtaining regulatory approval. See [Note 6, "Acquisitions and Dispositions"](#) for further detail. Upon execution of the Tropicana Lease, we recorded an operating lease ROU asset of \$61.6 million, which is included in "Lease right-of-use assets" within the Consolidated Balance Sheets.

Meadows Lease

In connection with the Pinnacle Acquisition, we assumed the 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 includes a fixed component ("Meadows Base Rent"), which is 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) is 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" is based on performance, which is 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.

We did not incur an annual escalator on October 1, 2021 or 2020, for the lease years ended September 30, 2021 and 2020, respectively. Effective October 1, 2019, as a result of the annual escalator for the lease year ended September 30, 2019, which was determined to be \$0.8 million, an additional operating ROU asset and corresponding operating lease liability of \$4.3 million were recognized. The next annual escalator test date is scheduled to occur on October 1, 2022.

Effective October 1, 2020, the Meadows Percentage Rent resulted in an annual rent reduction of \$2.1 million, which will be in effect until the next Meadows Percentage Rent reset, scheduled to occur on October 1, 2022. Upon reset of the Meadows Percentage Rent, effective October 1, 2020, we recognized an additional operating lease ROU asset and corresponding lease liability of \$17.1 million.

On January 14, 2022, the second amendment to the Meadows Lease between the Company and GLPI became effective. The second amendment restates the definition of "Net Revenue" to clarify the inclusion of online-based revenues derived when a patron is physically present at the facility. This amendment did not result in a modification event under ASC 842.

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 which was originally subject to an annual escalator of up to 2% depending on an Adjusted Revenue to Rent Ratio (as defined in the Margaritaville Lease) of 1.9:1, 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"). On February 1, 2020, the Margaritaville Lease was amended to provide for a change in the measurement of the annual escalator from an Adjusted Revenue to Rent Ratio of 1.9:1 to a minimum coverage floor ratio of Net Revenue to Rent of 6.1:1.

We did not incur an annual escalator for the lease year ended January 31, 2021. As a result of the annual escalator, which was determined to be \$0.3 million, effective February 1, 2020 for the lease year ended January 31, 2020, an additional operating lease ROU asset and corresponding operating lease liability of \$3.1 million were recognized.

On February 1, 2021, the Margaritaville Percentage Rent reset resulted in an annual rent reduction of \$0.1 million which will be in effect until the next Margaritaville Percentage Rent reset, scheduled to occur on February 1, 2023. 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.

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, 2021 and 2022 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). We did not incur an annual escalator on June 1, 2020 for the lease year ended May 31, 2020.

On June 1, 2021, the Greektown Percentage Rent reset resulted in an annual rent reduction of \$4.2 million, which will be in effect until the next Greektown Percentage Rent reset, scheduled to occur 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.

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

	December 31, 2021
Weighted-Average Remaining Lease Term	
Operating leases	25.7 years
Finance leases	24.3 years
Financing obligations	28.5 years
Weighted-Average Discount Rate	
Operating leases	6.7 %
Finance leases	6.4 %
Financing obligations	8.1 %

The components of lease expense were as follows:

<i>(in millions)</i>	Location on Consolidated Statements of Operations	For the year ended December 31,	
		2021	2020
Operating Lease Costs			
Rent expense associated with triple net operating leases ⁽¹⁾	General and administrative	\$ 454.4	\$ 419.8
Operating lease cost ⁽²⁾	Primarily General and administrative	16.6	15.8
Short-term lease cost	Primarily Gaming expense	64.9	37.7
Variable lease cost ⁽²⁾	Primarily Gaming expense	4.3	2.5
Total		\$ 540.2	\$ 475.8
Finance Lease Costs			
Interest on lease liabilities ⁽³⁾	Interest expense, net	\$ 17.2	\$ 15.2
Amortization of ROU assets ⁽³⁾	Depreciation and amortization	10.6	8.0
Total		\$ 27.8	\$ 23.2

Financing Obligation Costs

Interest expense ⁽⁴⁾	Interest expense, net	\$ 416.9	\$ 403.1
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(1) Pertains to the operating lease components contained within the Master Leases (primarily land), the Meadows Lease, the Margaritaville Lease, the Greektown Lease, and the Tropicana Lease, inclusive of the variable expense associated with Columbus and Toledo for the operating lease components (the land).

(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) Primarily pertains to the Dayton and Mahoning Valley finance lease components and the Perryville Lease (effective July 1, 2021).

(4) Pertains to the components contained within the Master Leases (primarily buildings) and the Morgantown Lease determined to be a financing obligation, inclusive of the variable expense associated with Columbus and Toledo for the finance lease components (the buildings).

Supplemental cash flow information related to leases was as follows:

<i>(in millions)</i>	For the year ended December 31,	
	2021	2020
Cash paid for amounts included in the measurement of lease liabilities⁽¹⁾		
Operating cash flows from finance leases	\$ 17.2	\$ 15.2
Operating cash flows from operating leases	\$ 428.3	\$ 426.7
Financing cash flows from finance leases	\$ 8.5	\$ 6.3

(1) Amounts related to the year ended December 31, 2020 are inclusive of utilized rent credits.

Total payments made under the Triple Net Leases, inclusive of rent credits utilized, were as follows:

<i>(in millions)</i>	For the year ended December 31,	
	2021	2020
Penn Master Lease ⁽¹⁾	\$ 475.7	\$ 457.9
Pinnacle Master Lease ⁽¹⁾	328.3	326.9
Perryville Lease	3.9	—
Meadows Lease ⁽¹⁾	24.9	26.4
Margaritaville Lease	23.5	23.5
Greektown Lease	53.1	55.6
Morgantown Lease ⁽¹⁾	3.0	0.8
Total ⁽²⁾	\$ 912.4	\$ 891.1

(1) During the twelve months ended December 31, 2020 we utilized rent credits to pay \$190.7 million, \$135.5 million, \$11.0 million and \$0.3 million of rent under the Penn Master Lease, Pinnacle Master Lease, Meadows Lease and Morgantown Lease, respectively.

(2) Cash rent payable under the Tropicana Lease is nominal. Therefore, it has been excluded from the table above.

The following is a maturity analysis of our operating leases, finance leases and financing obligations as of December 31, 2021:

<i>(in millions)</i>	Operating Leases	Finance Leases	Financing Obligations
Years ending December 31:			
2022	\$ 424.1	\$ 30.0	\$ 370.3
2023	407.8	29.1	370.4
2024	391.9	25.0	370.4
2025	388.7	25.0	370.5
2026	384.2	25.1	370.5
Thereafter	7,518.5	492.8	8,724.2
Total lease payments	9,515.2	627.0	10,576.3
Less: Imputed interest	(5,061.1)	(309.6)	(6,479.5)
Present value of future lease payments	4,454.1	317.4	4,096.8
Less: Current portion of lease obligations	(132.8)	(10.1)	(39.0)
Long-term portion of lease obligations	<u>\$ 4,321.3</u>	<u>\$ 307.3</u>	<u>\$ 4,057.8</u>

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, 2021, 2020, and 2019, the Company recognized \$231.1 million, \$146.8 million, and \$311.0 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

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. For the years ended December 31, 2021, 2020 and 2019, the total location share payments made by PSG, which are recorded within our Consolidated Statements of Operations as gaming expenses, were \$43.3 million, \$20.2 million, and \$33.1 million, respectively.

Purchase Obligations

The Company has obligations to purchase various goods and services totaling \$255.2 million as of December 31, 2021, of which \$101.7 million will be incurred in 2022. Purchase obligations totaled \$149.1 million as of December 31, 2020. The increase over the prior year is primarily due to Penn Interactive launching operations in new states as well as the acquisition of theScore.

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.

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, 2021, 2020 and 2019 were \$10.2 million, \$6.0 million, and \$11.7 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, 2021, 2020 and 2019 were \$3.3 million, \$2.6 million, and \$2.3 million, respectively. Our deferred compensation liability, which is included in "Accrued expenses and other current liabilities" within the Consolidated Balance Sheets, was \$82.1 million and \$86.3 million as of December 31, 2021 and 2020, respectively.

As part of our initiative to reduce our cost structure while our properties were temporarily closed due to the COVID-19 pandemic, we suspended our matching contributions to the Penn 401(k) Plan and the EDC Plan from April 1, 2020 to September 30, 2020.

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, 2021, we had 43 collective bargaining agreements covering approximately 4,341 active employees. Four collective bargaining agreements are scheduled to expire in 2022.

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,	
	2021	2020
Deferred tax assets:		
Stock-based compensation expense	\$ 10.6	\$ 18.2
Accrued expenses	86.2	43.3
Financing and operating leasing obligations	2,351.3	2,336.9
Unrecognized tax benefits	8.9	7.9
Net operating losses, interest limitation and tax credit carryforwards	115.7	153.9
Gross deferred tax assets	2,572.7	2,560.2
Less: Valuation allowance	(124.3)	(101.0)
Net deferred tax assets	2,448.4	2,459.2
Deferred tax liabilities:		
Property and equipment, not subject to the Master Leases	(65.6)	(51.1)
Property and equipment, subject to the Master Leases	(992.9)	(1,051.2)
Investments in and advances to unconsolidated affiliates	(6.8)	(27.9)
Discount on convertible notes	(18.1)	(20.9)
Undistributed foreign earnings	—	(0.4)
Intangible assets	(284.8)	(183.4)
Lease right of use assets	(1,269.3)	(1,250.6)
Net deferred tax liabilities	(2,637.5)	(2,585.5)
Long-term deferred tax liabilities, net	\$ (189.1)	\$ (126.3)

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. The Company gives appropriate consideration to all available positive and negative evidence including statutory carryback periods, 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 if the net deferred tax assets will be realized. 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 widely considered significant negative evidence that is objective and verifiable and therefore, difficult to overcome. Due to the financial results during the year ended December 31, 2021, the Company has a cumulative pre-tax book loss of \$189.1 million, which reflects the significant negative evidence used in our assessment.

Additionally, the Company expects to remain in a three year cumulative loss position in the near future. As a result of these facts, the Company has recorded a valuation allowance against its net deferred tax assets, excluding net operating losses ("NOLs") that can be realized based on statutory carryback periods and the reversal of net deferred taxes related to indefinite-lived intangibles. 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 in excess of their net recorded amount, an adjustment to the valuation allowance would be recorded, which would reduce the provision for income taxes.

During the year ended December 31, 2021, the Company increased the valuation allowance by \$23.3 million of which \$18.2 million was recorded to the balance sheet as a purchase accounting adjustment for the theScore acquisition and \$5.1 million was recorded through income tax expense.

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 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, 2021.

Following the ownership changes of the Tropicana, the Company has \$102.8 million of total gross federal NOL carryforwards that will expire on various dates through 2035. All acquired tax attributes are subject to limitations under the Internal Revenue Code and underlying Treasury Regulations. During the year ended December 31, 2021, the Company decreased its U.S. federal NOL carryforward by \$153.7 million due to the current year utilization and generated a current U.S. federal NOL carryforward of \$7.9 million due to the acquisition of the theScore's U.S. operations. The Company acquired total gross U.S. federal NOLs of \$16.5 million, state NOLs of \$5.8 million, and Canadian NOLs of \$42.2 million from theScore acquisition in the amount of \$64.5 million. The tax benefit associated with these acquired NOLs is \$3.4 million, \$0.4 million, and \$11.2 million respectively, against which a valuation allowance was recorded of \$3.9 million for U.S. federal and state NOLs that will not be recognized. All acquired tax attributes are subject to limitations under the Internal Revenue Code and underlying Treasury Regulations, however, we believe it is more-likely-than-not that the benefit from these attributes will be realized outside of the portion of NOLs with a valuation allowance recorded as noted above.

For state income tax reporting, as of December 31, 2021, the Company had gross state NOL carryforwards aggregating \$1.2 billion available to reduce future state income taxes, primarily for the Commonwealth of Pennsylvania, Colorado, Illinois, Iowa, Louisiana, Maryland, Michigan, Missouri, New Mexico and Ohio and Michigan localities. The tax benefit associated with these NOL carryforwards was \$71.0 million. Due to statutorily limited NOL carryforwards and the level of earnings projections in the respective jurisdictions, a valuation allowance of \$49.1 million has been recorded. If not used, the majority of the carryforwards will expire at various dates from December 31, 2022 through December 31, 2041 with the remaining being carried forward indefinitely.

The domestic and foreign components of income (loss) before income taxes for the years ended December 31, 2021, 2020 and 2019 were as follows:

<i>(in millions)</i>	For the year ended December 31,		
	2021	2020	2019
Domestic	\$ 606.0	\$ (834.0)	\$ 85.5
Foreign	(66.9)	(0.2)	0.6
Total	\$ 539.1	\$ (834.2)	\$ 86.1

The components of income tax benefit (expense) for the years ended December 31, 2021, 2020 and 2019 were as follows:

<i>(in millions)</i>	For the year ended December 31,		
	2021	2020	2019
Current tax benefit (expense)			
Federal	\$ (100.0)	\$ 47.0	\$ (12.5)
State	(23.1)	0.2	(9.2)
Foreign	—	(0.4)	(0.2)
Total current	(123.1)	46.8	(21.9)
Deferred tax benefit (expense)			
Federal	(11.9)	103.6	(16.7)
State	13.3	14.7	(4.4)
Foreign	3.1	—	—
Total deferred	4.5	118.3	(21.1)
Total income tax benefit (expense)	\$ (118.6)	\$ 165.1	\$ (43.0)

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, 2021, 2020 and 2019:

<i>(in millions, except tax rates)</i>	For the year ended December 31,					
	2021		2020		2019	
	Percent	Amount	Percent	Amount	Percent	Amount
Percent and amount of pretax income						
Federal statutory rate	21.0 %	\$ (113.2)	21.0 %	\$ 175.2	21.0 %	\$ (18.1)
State and local income taxes, net of federal benefits	1.4	(7.7)	1.4	12.1	9.9	(8.5)
Nondeductible expenses	2.5	(13.3)	(0.3)	(2.6)	4.0	(3.5)
Goodwill impairment losses	—	—	(2.3)	(19.0)	14.4	(12.4)
Compensation	(1.2)	6.5	2.5	20.5	0.3	(0.3)
Foreign	(0.2)	0.9	—	(0.4)	0.1	(0.1)
Federal valuation allowance	1.1	(5.9)	(3.9)	(32.7)	—	—
Tax credits	(1.1)	5.8	1.2	10.0	—	—
Equity investment write-off	(2.1)	11.3	—	—	—	—
Other	0.6	(3.0)	0.2	2.0	0.2	(0.1)
Total effective tax rate and income tax benefit (expense)	22.0 %	\$ (118.6)	19.8 %	\$ 165.1	49.9 %	\$ (43.0)

A reconciliation of the beginning and ending amounts of unrecognized tax benefits is as follows:

<i>(in millions)</i>	Unrecognized tax benefits
Unrecognized tax benefits as of January 1, 2019	\$ 29.7
Additions based on prior year positions	6.5
Decreases due to settlements and/or reduction in reserves	(0.2)
Unrecognized tax benefits as of December 31, 2019	36.0
Additions based on prior year positions	1.2
Decreases due to settlements and/or reduction in reserves	(0.9)
Unrecognized tax benefits as of December 31, 2020	36.3
Additions based on prior year positions	3.8
Decreases due to settlements and/or reduction in reserves	(0.1)
Unrecognized tax benefits as of December 31, 2021	\$ 40.0

During the year ended December 31, 2021, 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 \$4.6 million of tax reserves and accrued interest and reversed \$0.1 million of previously recorded tax reserves and accrued interest for uncertain tax positions. As of December 31, 2021 and 2020, unrecognized tax benefits, inclusive of accruals for income tax related penalties and interest, of \$42.3 million and \$38.2 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 \$3.6 million in connection with its uncertain tax positions for the year ended December 31, 2021.

The liability for unrecognized tax benefits as of December 31, 2021 and 2020 included \$33.4 million and \$30.2 million, respectively, of tax positions that, if reversed, would affect the effective tax rate. During the years ended December 31, 2021, 2020 and 2019, we recognized \$0.7 million, \$0.5 million and \$0.1 million, respectively, of interest and penalties, net of deferred taxes. In addition, the Company had no reductions in previously accrued interest and penalties for the years ended December 31, 2021 and 2020. 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, 2021, the Company has open tax years 2018 through 2020 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, 2021 and 2020, prepaid income taxes of \$42.5 million and \$52.7 million, respectively, were included in "Prepaid expenses" within the Company's Consolidated Balance Sheets.

Note 15—Stockholders' Equity

Common Stock

On May 14, 2020, the Company completed a public offering of 16,666,667 shares of Penn Common Stock and on May 19, 2020, the underwriters exercised their right to purchase an additional 2,500,000 shares of Penn Common Stock, resulting in an aggregate public offering of 19,166,667 shares of Penn Common Stock. All of the shares were issued at a public offering price of \$18.00 per share, resulting in gross proceeds of \$345.0 million, and net proceeds of \$331.2 million after underwriter fees and discounts of \$13.8 million.

On September 24, 2020, the Company completed a public offering of 14,000,000 shares of Penn Common Stock and on September 25, 2020, the underwriters exercised their right to purchase an additional 2,100,000 shares of Penn Common Stock, resulting in an aggregate public offering of 16,100,000 shares of Penn Common Stock. All of the shares were issued at a public offering price of \$61.00 per share, resulting in gross proceeds of \$982.1 million, and net proceeds of \$957.6 million after underwriter fees and discounts of \$24.5 million.

On May 11, 2021, as part of the acquisition of Hitpoint, the Company issued 43,684 shares for a total of \$3.5 million. See [Note 6, "Acquisitions and Dispositions."](#)

On June 17, 2021, the Company filed its Second Amended and Restated Articles of Incorporation with the Department of State of the Commonwealth of Pennsylvania. These Articles of Incorporation, as amended and restated and approved by the Company's shareholders at the 2021 Annual Meeting of Shareholders, increase the number of authorized shares of common stock from 200,000,000 to 400,000,000.

In August 2021, as part of the acquisition of Sam Houston, the Company issued 198,103 shares for a total of \$15.8 million. See [Note 6, "Acquisitions and Dispositions."](#)

On October 19, 2021, as part of the acquisition of theScore, the Company issued 12,319,340 shares of common stock and authorized and issued 697,539 Exchangeable Shares for approximately \$1.0 billion, each with a par value of \$0.01, as discussed in [Note 6, "Acquisitions and Dispositions."](#) As of December 31, 2021 there were 697,539 Exchangeable Shares issued and 653,059 outstanding.

Share Repurchase Program

In January 2019, the Company announced a share repurchase program pursuant to which the Board of Directors authorized the repurchase of up to \$200.0 million of the Company's common stock, which expired on December 31, 2020. During the year ended December 31, 2019, the Company repurchased 1,271,823 shares of its common stock in open market transactions for \$24.9 million at an average price of \$19.55 per share. All of the repurchased shares were retired. There were no repurchases of the Company's common stock for the years ended December 31, 2021, and 2020.

On February 1, 2022, the Board of Directors of Penn National approved a \$750.0 million share repurchase program. The three year authorization expires on January 31, 2025. Repurchases by the Company will be 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 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 program may be suspended or discontinued at any time without prior notice.

During February 2022, the Company repurchased 2,195,290 shares of its common stock in open market transactions for \$107.1 million at an average price of \$48.78 per share. The cost of all repurchased shares is recorded as "Treasury stock" in the Consolidated Balance Sheets. The remaining availability under our \$750.0 million share repurchase program was \$642.9 million as of February 28, 2022.

Preferred Stock

On February 20, 2020, the Company issued 883 shares of Series D Preferred Stock, par value \$0.01 per share, to certain individual stockholders affiliated with Barstool Sports as discussed in [Note 7, "Investments in and Advances to Unconsolidated Affiliates."](#)

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 December 31, 2021 and 2020, 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 December 31, 2021 and 2020.

During each of the quarters ended March 31, 2021 and September 30, 2021, the Company issued 43 shares of Series D Preferred Stock, for a total of 86 shares, in conjunction with acquiring an additional 0.6% of Barstool Sports common stock. The acquisition of the incremental Barstool Sports common stock represents a partial settlement of the 1% purchase on a delayed basis as described in [Note 7, "Investments in and Advances to Unconsolidated Affiliates."](#)

During the quarters ended March 31, 2021 and September 30, 2021, 151.2 and 43 shares of Series D Preferred Stock were converted to Penn Common Stock, respectively. As a result of the conversion, the Company issued 151,200 and 43,000 shares of common stock, each with a par value of \$0.01.

As of December 31, 2021 and December 31, 2020, there were 5,000 shares authorized of Series D Preferred Stock of which 775 shares and 883 shares were outstanding, respectively.

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 are unsecured and bear interest of 2.25%. The receivable is recorded as a reduction of equity within our Consolidated Balance Sheets and is presented within our Consolidated Statement of Changes in Stockholders' Equity within the "Other" caption.

Note 16—Stock-Based Compensation

2018 Long Term Incentive Compensation Plan

The Company's 2018 Long Term Incentive Compensation Plan, as amended (the "2018 Plan") permits it to issue stock options (incentive and/or non-qualified), stock appreciation rights ("SARs"), RSAs, RSUs, cash-settled phantom stock units ("CPSUs"), and other equity and cash awards to employees and any consultant or advisor to the Company or subsidiary. Non-employee directors and the chairman emeritus are 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 are 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) count 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 count as issuing 2.30 shares 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, 2021, there were 4,434,660 shares available for future grants under the 2018 Plan.

On April 12, 2021, the Board of Directors granted 600,000 RSUs and 300,000 RSAs with market-based and service-based vesting conditions (collectively the "Stock Awards"), solely to the Company's President and Chief Executive Officer 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 RSAs 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 RSUs 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 \$6.3 million of stock compensation expense for the Stock Awards during the year ended December 31, 2021.

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 permits the Company to issue non-qualified stock options and RSUs 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 and unexercised stock options and non-vested RSUs equivalent to 853,904 shares of the Company. Each rollover option and RSU is 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 RSUs, awarded under the theScore Plan prior to August 4, 2021, were amended to provide for a new acceleration right for legacy Score 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 RSUs will automatically accelerate and become fully vested on the effective date of termination.

As of December 31, 2021, there were 207,156 shares available for future grants to legacy Score employees and service providers.

2008 Long Term Incentive Compensation Plan

In November 2008, the Company’s shareholders approved the 2008 Long Term Incentive Compensation Plan (the “2008 Plan”), which permitted the Company to issue stock options (incentive and/or non-qualified), SARs, RSAs, CPSUs and other equity and cash awards to employees. Non-employee directors were eligible to receive all such awards, other than incentive stock options. Upon approval of the 2018 Plan, awards were no longer available to be granted under the 2008 Plan. However, the 2008 Plan remains in place until all of the awards previously granted thereunder have been paid, forfeited or expired.

Stock-based Compensation Expense

Stock-based compensation expense, which pertains principally to our stock options, RSAs and RSUs for the years ended December 31, 2021, 2020 and 2019 totaled \$35.1 million, \$14.5 million and \$14.9 million, respectively, and is included within the Consolidated Statements of Operations under “General and administrative.”

Stock Options

Stock options that expire between January 6, 2022 and October 8, 2031 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 four to ten years. The Company issues new authorized common shares to satisfy stock option exercises.

During the year ended December 31, 2021, the Company granted 587,399 stock options, of which 352,768 were rolled over under theScore Plan. The Company granted 652,733, and 2,436,811 stock options during the years ended December 31, 2020 and 2019, respectively.

The following table contains information about our stock options:

	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, 2021	3,599,189	\$ 19.79		
Granted and rolled over	587,399	\$ 41.96		
Exercised	(627,523)	\$ 17.28		
Forfeited	(201,691)	\$ 27.24		
Outstanding as of December 31, 2021	3,357,374	\$ 23.69	6.28	\$ 100.0
Exercisable as of December 31, 2021	1,551,263	\$ 18.56	4.62	\$ 50.8

The combined weighted-average grant-date fair value of options granted and rolled over under theScore Plan during the year ended December 31, 2021, was \$57.70. The weighted-average grant-date fair values of options granted during the years ended December 31, 2020 and 2019 were \$8.62 and \$6.39, respectively. The aggregate intrinsic values of stock options exercised during the years ended December 31, 2021, 2020 and 2019 were \$53.1 million, \$128.9 million and \$2.0 million, respectively. The total fair values of stock options that vested during the years ended December 31, 2021, 2020 and 2019 were \$6.2 million, \$9.6 million and \$6.2 million, respectively.

As of December 31, 2021, the unamortized compensation costs not yet recognized related to stock options granted totaled \$24.1 million and the weighted-average period over which the costs are expected to be recognized was 1.6 years.

The following are the weighted-average assumptions used in the Black-Scholes option-pricing model for the years ended December 31, 2021, 2020 and 2019:

	For the year ended December 31,		
	2021	2020	2019
Risk-free interest rate	0.46 %	1.55 %	2.00 %
Expected volatility	75.33 %	33.78 %	32.90 %
Dividend yield	—	—	—
Weighted-average expected life (in years)	5.2	5.0	5.3

Restricted Stock Awards and Restricted Stock Units

As noted above, the Company grants RSAs and RSUs to our employees and certain non-employee directors. In addition, the Company issues its named executive officers (“NEOs”) and other key executives RSAs and RSUs with performance conditions (we refer to our RSAs and RSUs with performance conditions as “PSAs”), which are discussed in further detail below.

Performance Share Programs

The Company’s Performance Share Programs (as defined below) were adopted in order 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 those of shareholders and provides compensation only if the designated performance goals are met for the applicable performance periods.

In February 2019, the Company’s Compensation Committee of the Board of Directors adopted a performance share program (the “Performance Share Program II”) pursuant to the 2018 Plan.

On February 14, 2019, an aggregate of 278,780 PSAs with performance-based vesting conditions, at target, was granted under the Performance Share Program II, to be granted in one-third increments.

On February 25, 2020, an aggregate of 107,297 PSAs with performance-based vesting conditions, at target, was granted under the Performance Share Program II, to be granted in one-third increments.

On April 12, 2021, in addition to the Stock Awards mentioned above, an aggregate of 94,673 PSAs with performance-based vesting conditions, at target, was granted under the Performance Share Program II, to be granted in one-third increments.

PSAs issued pursuant to the Performance Share Programs 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 depending on achievement of the annual performance goals, but remain subject to vesting for the full three-year service period.

The grant date fair values of our RSAs and RSUs are based on the most recent closing stock price of the Company’s shares of common stock. 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. During the year ended December 31, 2021, the Company granted 871,763 RSAs and RSUs without performance conditions, of which 501,136 were RSUs rolled over under theScore Plan.

The following table contains information on our RSAs and RSUs:

	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, 2021	229,632	\$ 28.84	390,815	\$ 25.67
Granted and rolled over	1,106,613	\$ 62.81	871,763	\$ 78.15
Vested	(136,859)	\$ 31.38	(142,350)	\$ 24.83
Forfeited	(31,022)	\$ 77.12	(17,215)	\$ 47.81
Nonvested as of December 31, 2021	1,168,364	\$ 58.89	1,103,013	\$ 66.90

As of December 31, 2021, the unamortized compensation costs not yet recognized related to RSAs and RSUs totaled \$117.3 million and the weighted-average period over which the costs are expected to be recognized is 3.4 years. The total fair values of RSAs and RSUs that vested during the year ended December 31, 2021 was \$28.9 million. The total fair values of RSAs that vested during the years ended December 31, 2020 and 2019 were \$16.7 million and \$5.5 million, respectively.

Cash-settled Phantom Stock Units

Our outstanding CPSUs entitle employees, non-employee directors, and the chairman emeritus to receive cash based on the fair value of the Company's common stock on the vesting date. Our CPSUs vest over a period of three or four years. The cash-settled CPSUs 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 CPSUs of \$8.6 million and \$10.1 million as of December 31, 2021 and 2020 respectively.

For CPSUs held by employees, non-employee directors, and the chairman emeritus of the Company, there was \$13.2 million of total unrecognized compensation cost as of December 31, 2021 that will be recognized over the awards remaining weighted-average vesting period of 1.1 years. For the years ended December 31, 2021, 2020 and 2019, the Company recognized \$12.1 million, \$11.5 million, and \$4.1 million of compensation expense associated with these awards, respectively. Compensation expense associated with our CPSUs is recorded in "General and administrative" within the Consolidated Statements of Operations. We paid \$13.3 million, \$4.7 million, and \$2.5 million during the years ended December 31, 2021, 2020 and 2019, respectively, pertaining to our cash-settled CPSUs.

Stock Appreciation Rights

Our outstanding cash-settled SARs are accounted for as liability awards since they will be settled in cash and 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 \$18.5 million and \$54.6 million as of December 31, 2021 and 2020 respectively.

For SARs held by employees of the Company, there was \$25.0 million of total unrecognized compensation cost as of December 31, 2021 that will be recognized over the awards remaining weighted-average vesting period of 1.8 years. For the years ended December 31, 2021, 2020, and 2019 the Company recognized a charge to compensation expense of \$3.1 million, \$69.7 million, and \$10.7 million respectively. Compensation expense associated with our SARs is recorded in "General and administrative" within the Consolidated Statements of Operations. We paid \$39.6 million, \$32.6 million and \$3.5 million during the years ended December 31, 2021, 2020 and 2019, respectively, related to cash-settled SARs.

Note 17—Earnings (Loss) per Share

For the years ended December 31, 2021 and December 31, 2019, we recorded net income attributable to Penn National. As such, we used diluted weighted-average common shares outstanding when calculating diluted income per share for the years ended December 31, 2021 and December 31, 2019. Stock options, RSAs, RSUs, convertible preferred shares and convertible debt that could potentially dilute basic EPS in the future are included in the computation of diluted income per share.

For the year ended December 31, 2020, we recorded a net loss attributable to Penn National. 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, RSAs, convertible preferred shares and convertible debt that could potentially dilute basic EPS in the future that were not included in the computation of diluted loss per share were as follows:

<i>(in millions)</i>	For the year ended December 31, 2020
Assumed conversion of dilutive stock options	3.0
Assumed conversion of dilutive RSAs	0.5
Assumed conversion of convertible preferred shares	0.7
Assumed conversion of convertible debt	9.1

The following table sets forth the allocation of net income for the year ended December 31, 2021, under the two-class method. For the year ended December 31, 2020 we did not utilize the two-class method due to incurring a net loss for the period, nor did we utilize the two-class method for the year ended December 31, 2019, as we issued Series D Preferred stock on February 20, 2020, as discussed in [Note 15](#), “Stockholders’ Equity.”

<i>(in millions)</i>	For the year ended December 31,		
	2021	2020	2019
Net income (loss) attributable to Penn National	\$ 420.8	\$ (669.5)	\$ 43.9
Net income applicable to preferred stock	2.1	—	—
Net income (loss) applicable to common stock	<u>\$ 418.7</u>	<u>\$ (669.5)</u>	<u>\$ 43.9</u>

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, 2021, 2020 and 2019:

<i>(in millions)</i>	For the year ended December 31,			
	2021	2020	2019	
Weighted-average common shares outstanding—Basic	158.7	134.0	115.7	
Assumed conversion of:				
Dilutive stock options	2.3	—	1.8	
Dilutive RSAs and RSUs	0.4	—	0.3	
Convertible debt	14.1	—	—	
Weighted-average common shares outstanding—Diluted	<u>175.5</u>	<u>134.0</u>	<u>117.8</u>	

RSAs and RSUs with performance and market based vesting conditions that have not been met as of the period end date are excluded from the computation of diluted earnings per share.

Options to purchase 0.2 million, 0.0 million, and 2.4 million shares were outstanding during the years ended December 31, 2021, 2020 and 2019, respectively, but were not included in the computation of diluted earnings (loss) per share because they were anti-dilutive.

In addition, 0.8 million shares from the assumed conversion of convertible preferred shares were excluded from the computation of diluted earnings (loss) per share for the year ended December 31, 2021, because including them would have been anti-dilutive.

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) for the Company's common stock for the years ended December 31, 2021, 2020 and 2019:

(in millions, except per share data)

	2021	2020	2019
Calculation of basic earnings (loss) per share:			
Net income (loss) applicable to common stock	\$ 418.7	\$ (669.5)	\$ 43.9
Weighted-average shares outstanding - Penn National	158.6	134.0	115.7
Weighted-average shares outstanding - Exchangeable Shares	0.1	—	—
Weighted-average common shares outstanding - basic	158.7	134.0	115.7
Basic earnings (loss) per share	\$ 2.64	\$ (5.00)	\$ 0.38
Calculation of diluted earnings (loss) per share:			
Net income (loss) applicable to common stock	\$ 418.7	\$ (669.5)	\$ 43.9
Interest expense, net of tax ⁽¹⁾ :			
Convertible Notes	17.0	—	—
Diluted income applicable to common stock	\$ 435.7	\$ (669.5)	\$ 43.9
Weighted-average common shares outstanding - diluted	175.5	134.0	117.8
Diluted earnings (loss) per share	\$ 2.48	\$ (5.00)	\$ 0.37

(1) The year ended December 31, 2021 was tax-affected at a rate of 22%.

Note 18—Segment Information

During the fourth quarter of 2021, the Company evaluated its reportable segments and changed them to: Northeast, South, West, Midwest, and Interactive. This change reflects management's belief that the operating results of our Interactive segment represent a strategic and high growth component of our overall operations. The Interactive segment, which was previously reported within Other, includes the operating results of Penn Interactive, theScore, and the Company's proportionate share of earnings attributable to its equity method investment in Barstool Sports. Corporate expense will continue to be reported in Other in addition to stand-alone racing operations, other joint ventures, management contracts, and Heartland Poker Tour.

As a result of the change in reportable segments described above, the Company has recast previously reported segment information to conform to the current management view for all prior periods presented. The changes to reportable segments had no impact to the Company's consolidated financial statements.

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. Our Interactive segment includes our interactive operations (as defined above). The Other category is included in the following tables in order to reconcile the segment information to the consolidated 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).

The following tables present the Company's segment information. As a result of the change in reportable segments described above, we have recast previously reported segment information to conform to the current presentation in the following tables:

(in millions)	For the year ended December 31,		
	2021	2020	2019
Revenues:			
Northeast segment	\$ 2,552.4	\$ 1,639.3	\$ 2,399.9
South segment	1,322.2	849.6	1,118.9
West segment	521.4	302.5	642.5
Midwest segment	1,102.7	681.4	1,094.5
Interactive segment	432.9	121.1	38.3
Other ⁽¹⁾	10.6	3.9	9.2
Intersegment eliminations ⁽²⁾	(37.2)	(19.1)	(1.9)
Total	\$ 5,905.0	\$ 3,578.7	\$ 5,301.4
Adjusted EBITDAR ⁽³⁾:			
Northeast segment	\$ 848.4	\$ 478.9	\$ 720.8
South segment	587.0	318.9	369.8
West segment	195.0	82.2	198.8
Midwest segment	500.1	258.3	403.6
Interactive segment	(35.4)	37.2	11.6
Other ⁽¹⁾	(100.7)	(80.7)	(99.4)
Total ⁽³⁾	1,994.4	1,094.8	1,605.2
Other operating benefits (costs) and other income (expenses):			
Rent expense associated with triple net operating leases ⁽⁴⁾	(454.4)	(419.8)	(366.4)
Stock-based compensation	(35.1)	(14.5)	(14.9)
Cash-settled stock-based awards variance	(1.2)	(67.2)	(0.8)
Gain (loss) on disposal of assets	(1.1)	29.2	(5.5)
Contingent purchase price	(1.9)	1.1	(7.0)
Pre-opening expenses ⁽⁵⁾	(5.4)	(11.8)	(22.3)
Depreciation and amortization	(344.5)	(366.7)	(414.2)
Impairment losses	—	(623.4)	(173.1)
Insurance recoveries, net of deductible charges	—	0.1	3.0
Non-operating items of equity method investments ⁽⁶⁾	(7.7)	(4.7)	(3.7)
Interest expense, net	(561.7)	(543.2)	(534.2)
Loss on early extinguishment of debt	—	(1.2)	—
Other ⁽⁵⁾⁽⁷⁾	(42.3)	93.1	20.0
Income (loss) before income taxes	539.1	(834.2)	86.1
Income tax benefit (expense)	(118.6)	165.1	(43.0)
Net income (loss)	\$ 420.5	\$ (669.1)	\$ 43.1

(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 National on August 1, 2021), the Company's joint venture interests in Freehold Raceway; our management contract for Retama Park Racetrack and our live and televised poker tournament series that operates under the trade name, Heartland Poker Tour ("HPT"). 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 to or have not otherwise been allocated to a property.

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

- (3) We define Adjusted EBITDAR as earnings before interest expense, net; income taxes; depreciation and amortization; rent expense associated with triple net operating leases (see footnote (4) below); stock-based compensation; debt extinguishment and financing 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 (see footnote (5) below); and other. Adjusted EBITDAR is also inclusive of income or loss from unconsolidated affiliates, with our share of non-operating items (see footnote (6) below) added back for Barstool Sports and our Kansas Entertainment joint venture.
- (4) The Company's triple net operating leases include the operating lease components contained within our triple net master lease dated November 1, 2013 with GLPI and the triple net master lease assumed in connection with our acquisition of Pinnacle Entertainment, Inc. (primarily land), our individual triple net leases with GLPI for the real estate assets used in the operation of Tropicana Las Vegas Hotel and Casino and Hollywood Casino at Meadows Racetrack, and our individual triple net leases with VICI for the real estate assets used in the operations of Margaritaville Casino Resort and Greektown Casino-Hotel.
- (5) During 2019, 2020 and 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) Consists principally of interest expense, net; income taxes; depreciation and amortization; and stock-based compensation expense associated with Barstool Sports and our Kansas Entertainment joint venture. We record our portion of Barstool Sports' net income or loss, including adjustments to arrive at Adjusted EBITDAR, one quarter in arrears.
- (7) Includes holding gains and losses on our equity securities, which are discussed in [Note 19, "Fair Value Measurements."](#) Additionally, consists of non-recurring acquisition and transaction costs, finance transformation costs associated with the implementation of our new Enterprise Resource Management system and non-recurring restructuring charges (primarily severance) associated with a company-wide initiative, triggered by the COVID-19 pandemic, designed to (i) improve the operational effectiveness across our property portfolio; and (ii) improve the effectiveness and efficiency of our Corporate functional support area.

<i>(in millions)</i>	For the year ended December 31,		
	2021	2020	2019
Capital expenditures:			
Northeast segment	\$ 144.8	\$ 78.0	\$ 96.2
South segment	39.0	15.8	29.8
West segment	8.5	8.2	21.2
Midwest segment	19.8	15.1	32.7
Interactive segment	6.3	9.1	—
Other	25.7	10.8	10.7
Total capital expenditures	\$ 244.1	\$ 137.0	\$ 190.6

<i>(in millions)</i>	Northeast	South	West	Midwest	Interactive	Other ⁽¹⁾	Total
As of December 31, 2021							
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
As of December 31, 2020							
Investment in and advances to unconsolidated affiliates	\$ 0.1	\$ —	\$ —	\$ 85.2	\$ 149.3	\$ 32.2	\$ 266.8
Total assets	\$ 1,958.4	\$ 1,165.4	\$ 401.5	\$ 1,161.1	\$ 434.1	\$ 9,546.8	\$ 14,667.3
As of December 31, 2019							
Investment in and advances to unconsolidated affiliates	\$ 0.1	\$ —	\$ —	\$ 90.9	\$ 1.9	\$ 35.4	\$ 128.3
Total assets	\$ 2,273.7	\$ 1,397.0	\$ 752.1	\$ 1,412.2	\$ 124.1	\$ 8,235.4	\$ 14,194.5

- (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, 2021, we held \$84.3 million in equity securities of ordinary shares which are reported as “Other assets” in our Consolidated Balance Sheets. During the year ended December 31, 2021, all warrants were exercised for ordinary shares which resulted in a loss of \$20.1 million included in “Other” within our Consolidated Statements of Operations. As of December 31, 2020, we held \$143.1 million in equity securities, which included ordinary shares and warrants 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 sports betting operators for online sports betting and related iCasino market access across our portfolio.

During the years ended December 31, 2021 and 2020, we recognized realized and unrealized losses of \$24.9 million and an unrealized gain of \$106.7 million, respectively, related to these equity securities, which is included in “Other” within our Consolidated Statements of Operations.

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, and a Black-Scholes option pricing model previously associated with the exercised warrants. The DLOM is based on the remaining term of the relevant lock-up periods and the volatility associated with the underlying equity securities. The Black-Scholes option pricing model utilizes the exercise price of the warrants, a risk-free rate, volatility associated with the underlying equity securities and the expected life of the warrants.

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 December 31, 2021 and 2020, PRP held \$15.1 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, 2021 and 2020, the promissory notes and the local government corporation bonds were included in “Other assets” within our Consolidated Balance Sheets.

During the year ended December 31, 2019, principally due to the lack of legislative progress and on-going negative operating results of Retama Park Racetrack, we recorded an other-than-temporary impairment on the promissory notes and the local government corporation bonds totaling \$2.5 million, which is included in "Impairment losses" within our Consolidated Statements of Operations.

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 Term Loan A Facility, Term Loan B-1 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. The fair value of our Revolving Credit Facility approximates its carrying amount as it is revolving, variable rate debt, which we also classify as a Level 1 measurement.

Other long-term obligations as of December 31, 2021 and 2020 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 relocations 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 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, 2021 includes contingent purchase price liabilities related to Plainridge Park Casino and Hitpoint, of which Hitpoint was acquired on May 11, 2021. The Hitpoint contingent purchase price liability is payable in \$1.0 million installments in the form of cash and equity, on the first three anniversaries of the acquisition close date (May 11, 2021) and is based on the achievement of mutual goals established by the Company and Hitpoint. 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, 2021, we were contractually obligated to make four 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.

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, 2021				
	Carrying Amount	Fair Value	Level 1	Level 2	Level 3
Financial assets:					
Cash and cash equivalents	\$ 1,863.9	\$ 1,863.9	\$ 1,863.9	\$ —	\$ —
Equity securities	\$ 84.3	\$ 84.3	\$ —	\$ 84.3	\$ —
Held-to-maturity securities	\$ 6.7	\$ 6.7	\$ —	\$ 6.7	\$ —
Promissory notes	\$ 15.1	\$ 15.1	\$ —	\$ 15.1	\$ —
Puts and calls related to certain Barstool Sports shares	\$ 1.9	\$ 1.9	\$ —	\$ 1.9	\$ —
Financial liabilities:					
Long-term debt					
Senior Secured Credit Facilities	\$ 1,544.5	\$ 1,559.6	\$ 1,559.6	\$ —	\$ —
5.625% Notes	\$ 399.6	\$ 411.5	\$ 411.5	\$ —	\$ —
4.125% Notes	\$ 392.9	\$ 389.5	\$ 389.5	\$ —	\$ —
Convertible Notes	\$ 253.5	\$ 780.0	\$ 780.0	\$ —	\$ —
Other long-term obligations	\$ 146.3	\$ 144.3	\$ —	\$ 53.9	\$ 90.4
Other liabilities	\$ 13.3	\$ 13.2	\$ —	\$ 2.7	\$ 10.5

<i>(in millions)</i>	December 31, 2020				
	Carrying Amount	Fair Value	Level 1	Level 2	Level 3
Financial assets:					
Cash and cash equivalents	\$ 1,853.8	\$ 1,853.8	\$ 1,853.8	\$ —	\$ —
Equity securities	\$ 143.1	\$ 143.1	\$ —	\$ 143.1	\$ —
Held-to-maturity securities	\$ 6.7	\$ 6.7	\$ —	\$ 6.7	\$ —
Promissory notes	\$ 15.1	\$ 15.1	\$ —	\$ 15.1	\$ —
Financial liabilities:					
Long-term debt					
Senior Secured Credit Facilities	\$ 1,600.3	\$ 1,609.3	\$ 1,609.3	\$ —	\$ —
5.625% Notes	\$ 399.5	\$ 418.0	\$ 418.0	\$ —	\$ —
Convertible Notes	\$ 239.8	\$ 1,274.5	\$ 1,274.5	\$ —	\$ —
Other long-term obligations	\$ 73.0	\$ 72.8	\$ —	\$ 72.8	\$ —
Other liabilities	\$ 10.1	\$ 10.1	\$ —	\$ 2.8	\$ 7.3
Puts and calls related to certain Barstool Sports shares	\$ 0.3	\$ 0.3	\$ —	\$ 0.3	\$ —

The following table summarizes the changes in fair value of our Level 3 liabilities measured on a recurring basis:

<i>(in millions)</i>	Other Liabilities
Balance as of January 1, 2019	\$ 19.0
Payments	(8.5)
Included in earnings ⁽¹⁾	7.0
Balance as of December 31, 2019	17.5
Payments	(9.1)
Included in loss ⁽¹⁾	(1.1)
Balance as of December 31, 2020	7.3
Additions	75.5
Interest	17.9
Payments	(1.7)
Included in earnings ⁽¹⁾	1.9
Balance as of December 31, 2021	\$ 100.9

(1) The expense is included in "General and administrative" within our Consolidated Statements of Operations.

There were no impairment charges to goodwill, gaming licenses and trademarks for the year ended December 31, 2021. The following table sets forth the assets measured at fair value on a non-recurring basis as of December 31, 2020:

<i>(in millions)</i>	Valuation Date	Valuation Technique	Level 1	Level 2	Level 3	Total Balance	Total Reduction in Fair Value Recorded
Property and equipment ⁽¹⁾	12/31/2020	Discounted cash flow	\$ —	\$ —	\$ —	\$ —	\$ (7.3)
Goodwill ⁽²⁾	3/31/2020	Discounted cash flow and market approach	\$ —	\$ —	\$ 160.5	\$ 160.5	\$ (113.0)
Gaming licenses ⁽²⁾	3/31/2020	Discounted cash flow	\$ —	\$ —	\$ 568.0	\$ 568.0	\$ (437.0)
Trademarks ⁽²⁾	3/31/2020	Discounted cash flow	\$ —	\$ —	\$ 216.5	\$ 216.5	\$ (61.5)

(1) The fair value, which was concluded to be zero, of our property and equipment associated with Tropicana was determined using Level 3 inputs. See [Note 8, "Property and Equipment,"](#) for more information.

(2) During the first quarter of 2020, we identified an indicator of impairment on our goodwill and other intangible assets due to the COVID-19 pandemic. 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 liabilities on a recurring basis as of December 31, 2021:

	Valuation Technique	Unobservable Input	Discount Rate
Other long-term obligation	Discounted cash flow	Discount rate	27.0%
Contingent purchase price - Plainridge Park Casino	Discounted cash flow	Discount rate	4.5%

As discussed in [Note 9, "Goodwill and Other Intangible Assets,"](#) our annual assessment for impairment as of October 1, 2021, did not result in any impairment charges to goodwill, gaming licenses and trademarks. We recorded impairments on our goodwill, gaming licenses and trademarks as a result of the interim assessment for impairment during the first quarter of 2020. 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
As of March 31, 2020				
Gaming licenses	\$ 568.0	Discounted cash flow	Discount rate	13.25% - 14.0%
			Long-term revenue growth rate	2.0 %
Trademarks	\$ 216.5	Discounted cash flow	Discount rate	13.25% - 14.0%
			Long-term revenue growth rate	2.0 %
			Pretax royalty rate	1.0% - 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 \$1.2 million for each of the years ended December 31, 2021, 2020 and 2019. Two leases were renewed in the current year, and expire in December 2022 and August 2026; the remaining lease, which had been previously on a month-to-month basis, has been terminated as of December 31, 2021. The future minimum lease commitments relating to these leases as of December 31, 2021 are \$2.3 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, 2021, 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, 2021 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, 2021. 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).

The Company completed its acquisition of HitPoint Inc. and LuckyPoint Inc., Hollywood Casino Perryville, Sam Houston Race Park and Valley Race Park, and Score Media and Gaming Inc. on May 11, 2021, July 1, 2021, August 1, 2021, and October 19, 2021 respectively. Since the Company has not yet fully incorporated the internal controls and procedures of HitPoint Inc. and LuckyPoint Inc., Hollywood Casino Perryville, Sam Houston Race Park and Valley Race Park, and Score Media and Gaming Inc. into the Company's internal control over financial reporting, management excluded HitPoint Inc. and LuckyPoint Inc., Hollywood Casino Perryville, Sam Houston Race Park and Valley Race Park, and Score Media and Gaming Inc. from its assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2021. These acquisitions constituted approximately 14% of the Company's total consolidated assets and approximately 1% of the Company's consolidated net revenues as of and for the year ended December 31, 2021, respectively. Based on this assessment, management determined that the Company maintained effective internal control over financial reporting as of December 31, 2021.

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, 2021, 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, 2021, 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 shareholders and the Board of Directors of Penn National Gaming, Inc.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Penn National Gaming, Inc. and subsidiaries (the "Company") as of December 31, 2021, 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, 2021, 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, 2021, of the Company and our report dated February 28, 2022, expressed an unqualified opinion on those financial statements.

As described in Management's Report on Internal Control Over Financial Reporting, management excluded from its assessment the internal control over financial reporting at HitPoint Inc. and LuckyPoint Inc., Hollywood Casino Perryville, Sam Houston Race Park and Valley Race Park, and Score Media and Gaming Inc., which were acquired on May 11, 2011, July 1, 2021, August 1, 2021, and October 19, 2021 respectively and whose financial statements constitute approximately 14% of the Company's total consolidated assets and approximately 1% of the Company's total consolidated net revenues as of and for the year ended December 31, 2021. Accordingly, our audit did not include the internal control over financial reporting at HitPoint Inc. and LuckyPoint Inc., Hollywood Casino Perryville, Sam Houston Race Park and Valley Race Park, and Score Media and Gaming Inc.

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 28, 2022

ITEM 9B. OTHER INFORMATION

None.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS.

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The remaining 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 "2022 Proxy Statement"), to be filed with the U.S. Securities and Exchange Commission within 120 days after December 31, 2021, 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 2022 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 2022 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 2022 Proxy Statement.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item is hereby incorporated by reference to the 2022 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.":

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Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2021, 2020 and 2019	58
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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

Exhibit Number	Description of Exhibit
2.1††	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 26, 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)
2.2††	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)
2.3††	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 August 5, 2021. (SEC File No. 000-24206)
3.1	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 4.1 to the Company's Current Report on Form 8-K filed June 21, 2021. (SEC File No. 000-24206)
3.2	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)
3.3	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)
3.4	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)
4.1	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)
4.1(a)	Form of Note for 5.625% Senior Notes due 2027 is hereby incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on January 20, 2017. (SEC File No. 000-24206)
4.2	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)
4.2(a)	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)

Exhibit Number	Description of Exhibit
4.2(b)	Form of Note representing the 2.75% Convertible Senior Notes due 2026 is hereby incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K filed on May 14, 2020. (SEC File No. 000-24206)
4.3	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)
4.4	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 Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2021. (SEC File No. 000-24206)
4.4(a)	Form of Note for 4.125% Senior Notes due 2029 is hereby incorporated by reference to Exhibit 4.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2021. (SEC File No. 000-24206)
10.1†	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)
10.2†	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)
10.2(a)†	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 fiscal year ended December 31, 2008. (SEC File No. 000-24206)
10.3†	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)
10.3(a)†	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)
10.3(b)†	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)
10.3(c)†	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)
10.3(d)†	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)
10.3(e)†	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)
10.3(f)†	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)

Exhibit Number	Description of Exhibit
10.3(g)†	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)
10.3(h)†	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(i) to the Company's Annual Report on Form 10-K for the year ended December 31, 2019. (SEC File No. 000-24206)
10.3(i)†	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)
10.3(j)†	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)
10.3(k)†	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)
10.4†	Executive Agreement, dated July 30, 2019, between Penn National Gaming, Inc. and Jay A. Snowden is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on August 1, 2019. (SEC File No. 000-24206)
10.4(a)†	First Amendment to Executive Agreement, dated March 27, 2020, between Penn National Gaming, Inc. and Jay A. Snowden is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on March 30, 2020. (SEC File No. 000-24206)
10.4(b)†	Second Amendment to Executive Agreement, dated October 1, 2020, between Penn National Gaming, Inc. and Jay A. Snowden is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 2, 2020. (SEC File No. 000-24206)
10.4(c)†	Third Amendment to Executive Agreement, dated November 3, 2021, between Penn National Gaming, Inc. and Jay A. Snowden 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)
10.5†	Executive Agreement, dated as of December 31, 2020 and effective as of December 31, 2020 by and between Penn National Gaming, Inc. and Felicia Hendrix is hereby incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on January 4, 2021. (SEC File No. 000-24206)
10.6†	Executive Agreement, dated January 22, 2020, between Penn National Gaming, Inc. and David Williams is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on January 24, 2020. (SEC File No. 000-24206)
10.6(a)†	First Amendment to Executive Agreement, dated March 27, 2020, between Penn National Gaming, Inc. and David Williams is hereby incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on March 30, 2020. (SEC File No. 000-24206)
10.6(b)†	Second Amendment to Executive Agreement, dated October 1, 2020, between Penn National Gaming, Inc. and David Williams is hereby incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on October 2, 2020. (SEC File No. 000-24206)
10.6(c)†	Separation Agreement and General Release, dated December 30, 2020, by and between Penn National Gaming, Inc. and Dave Williams is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on January 4, 2021. (SEC File No. 000-24206)

Exhibit Number	Description of Exhibit
10.7†	Executive Agreement, dated as of September 24, 2019, by and between Penn National Gaming, Inc. and William J. Fair is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 26, 2019. (SEC File No. 000-24206)
10.7(a)†	First Amendment to Executive Agreement, dated January 23, 2020, between Penn National Gaming, Inc. and William J. Fair is hereby incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on January 24, 2020. (SEC File No. 000-24206)
10.7(b)†	Separation Agreement and General Release, dated April 10, 2020 between Penn National Gaming, Inc. and William J. Fair is hereby incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2020. (SEC File No. 000-24206)
10.8†	Executive Agreement, dated as of December 30, 2019 and effective as of January 1, 2020, by Penn National Gaming, Inc. and Todd George is hereby incorporated by reference to Exhibit 10.9 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021. (SEC File No. 000-24206)
10.9†	Executive Agreement, dated November 17, 2020, between Penn National Gaming, Inc. and Harper Ko is hereby incorporated by reference to Exhibit 10.10 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021. (SEC File No. 000-24206)
10.10†	Executive Agreement, dated as of January 29, 2019 and effective as of October 15, 2018, by and between Penn National Gaming, Inc. and Christine LaBombard is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on January 31, 2019. (SEC File No. 000-24206)
10.11*†	Executive Agreement, dated December 9, 2019, between Penn National Gaming, Inc. and Christopher Rogers.
10.12*	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, and May 12, 2021, respectively.
10.13*	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.
10.14†	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)
10.14(a)	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)
10.14(b)	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)
10.14(c)	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)
10.14(d)	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)
10.14(e)	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)

Exhibit Number	Description of Exhibit
10.14(f)	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)
10.14(g)	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)
10.14(h)	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)
10.14(i)*††	Ninth Amendment to the Penn Master Lease between GLP Capital L.P. and Penn Tenant LLC dated January 14, 2022.
10.15††	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)
10.15(a)	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)
10.15(b)	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)
10.15(c)	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)
10.15(d)††	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)
10.15(e)*††	Fifth Amendment to PNK Master Lease, dated as of January 14, 2022, by and between Pinnacle MLS, LLC and Gold Merger Sub, LLC.
10.16	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)
10.17††	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)
10.18	Second Amendment and Refinancing Agreement, dated as of January 19, 2017, by and among Penn National Gaming, Inc., as borrower, the guarantors party thereto, the lenders party thereto, Bank of America, N.A., as swingline lender, Bank of America, N.A., as administrative agent and Bank of America, N.A., as collateral agent, is hereby incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on January 20, 2017. (SEC File No. 000-24206)
10.19	Amended and Restated Credit Agreement, dated as of January 19, 2017, 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, Bank of America, N.A., as collateral agent and the other parties thereto, is hereby incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on January 20, 2017. (SEC File No. 000-24206)

Exhibit Number	Description of Exhibit
10.19(a)	First Amendment to Amended and Restated Credit Agreement dated as of February 23, 2018, among Penn National Gaming, Inc., certain subsidiaries of Penn National Gaming, Inc. party thereto as guarantors, each consenting lender and Bank of America, N.A., as letter of credit lender, swingline lender, administrative agent and collateral agent is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 28, 2018. (SEC File No. 000-24206)
10.19(b)	Second Amendment to Amended and Restated Credit Agreement dated as of April 14, 2020, by and among Penn National Gaming, Inc., the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as letter of credit lender, swingline lender, administrative agent and collateral agent is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on April 20, 2020. (SEC File No. 000-24206)
10.19(c)†	Incremental Joinder Agreement No. 1, dated as of October 15, 2018, by and among Penn National Gaming, Inc., certain subsidiaries of Penn National Gaming, Inc. party thereto as guarantors, Bank of America, N.A., as letter of credit lender, swingline lender, administrative agent and collateral agent and the lenders party thereto is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 15, 2018. (SEC File No. 000-24206)
10.20	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)
10.21	Second Amended and Restated Excursion Boat Sponsorship and Operations Agreement, dated November 18, 2004, between Iowa West Racing Association and Ameristar Casino Council Bluffs, Inc. is hereby incorporated by reference to Exhibit 10.25 to Pinnacle Entertainment, Inc.'s Amendment No. 4 to Registration Statement on Form 10 filed on March 17, 2016. (SEC File No. 001-37666)
10.21(a)	Amendment to Second Amended and Restated Excursion Boat Sponsorship and Operations Agreement, dated February 16, 2010, between Iowa West Racing Association and Ameristar Casino Council Bluffs, Inc. is hereby incorporated by reference to Exhibit 10.26 to Pinnacle Entertainment, Inc.'s Amendment No. 4 to Registration Statement on Form 10 filed on March 17, 2016. (SEC File No. 001-37666)
10.21(b)	Second Amendment to Second Amended and Restated Excursion Boat Sponsorship and Operations Agreement, dated May 16, 2017, between Iowa West Racing Association and Ameristar Casino Council Bluffs, LLC is hereby incorporated by reference to Exhibit 10.33 to Pinnacle Entertainment, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2017. (SEC File No. 001-37666)
10.22†	Membership Interest Purchase Agreement, dated as of June 18, 2018, among VICI Properties Inc., Riverview Merger Sub Inc., Penn Tenant II, LLC and Penn National Gaming, Inc. is hereby incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 19, 2018. (SEC File No. 000-24206)
21.1*	Subsidiaries of the Registrant.
23.1*	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm.
31.1*	CEO Certification pursuant to rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934.
31.2*	PFO Certification pursuant to rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934.
32.1**	CEO Certification pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of The Sarbanes-Oxley Act of 2002.
32.2**	PFO Certification pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of The Sarbanes-Oxley Act of 2002.
99.1*	Description of Governmental Regulation.
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.

Exhibit Number	Description of Exhibit
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.
***	Paper filing.
†	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 National Gaming, 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 28, 2022 By: PENN NATIONAL GAMING, INC.
/s/ Jay A. Snowden
Jay A. Snowden
President and Chief Executive Officer

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
<u>/s/ Jay A. Snowden</u> Jay A. Snowden	President, Chief Executive Officer and Director (Principal Executive Officer)	February 28, 2022
<u>/s/ Felicia R. Hendrix</u> Felicia R. Hendrix	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 28, 2022
<u>/s/ Christine LaBombard</u> Christine LaBombard	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 28, 2022
<u>/s/ Vimla Black-Gupta</u> Vimla Black-Gupta	Director	February 28, 2022
<u>/s/ David A. Handler</u> David A. Handler	Director, Chairman of the Board	February 28, 2022
<u>/s/ John M. Jacquemin</u> John M. Jacquemin	Director	February 28, 2022
<u>/s/ Marla Kaplowitz</u> Marla Kaplowitz	Director	February 28, 2022
<u>/s/ Ronald J. Naples</u> Ronald J. Naples	Director	February 28, 2022
<u>/s/ Saul V. Reibstein</u> Saul V. Reibstein	Director	February 28, 2022
<u>/s/ Jane Scaccetti</u> Jane Scaccetti	Director	February 28, 2022
<u>/s/ Barbara Z. Shattuck Kohn</u> Barbara Z. Shattuck Kohn	Director	February 28, 2022

EXECUTIVE AGREEMENT

This Executive AGREEMENT (this "Agreement") is entered into on this 9th day of December 9, 2019 and shall be effective as of January 1, 2020 (the "Effective Date"), by Penn National Gaming, 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 22 hereof); and

WHEREAS, this Agreement is intended to supersede the March 18, 2019 employment agreement, which shall have no further effect.

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. Employment. The Company hereby agrees to employ Executive and Executive hereby accepts such employment, in accordance with the terms, conditions and provisions hereinafter set forth in this Agreement, at Executive's 2020 compensation, which will be reviewed periodically in the same manner as peer executives.

2. Term. The term of this Agreement shall begin on the Effective Date and shall terminate on the earlier of June 30, 2022 ("Term") or the termination of Executive's employment with the Company; provided, however, notwithstanding anything in this Agreement to the contrary, Sections 6 through 23 shall survive until the expiration of any applicable time periods set forth in Sections 7, 8 and 9.

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.

(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 and, in each case, fails to cure such breach within 15 days after receipt of written notice thereof (to the extent curable);

(iv) Executive misappropriates corporate funds or resources as determined in good faith by the Audit Committee of the Board;

(v) the Company determines in its reasonable discretion that Executive has failed to perform Executive's duties with the Company (other than any such failure resulting from incapacity due to physical disability or mental illness) or in the case of repeated insubordination;

(vi) the Company determines in its reasonable discretion that Executive has engaged in illegal conduct or gross misconduct which is or is reasonably expected to be materially injurious to the Company or one of its affiliates;

(vii) Executive's death (this Agreement and Executive's employment will terminate automatically upon Executive's death); or

(viii) 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. Executive may voluntarily terminate employment for any reason effective upon 60 days' prior written notice to the Company, in which case no severance payments or benefits shall be due.

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) or by the Company's non-renewal of Executive's employment under this Agreement or 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) Amount of Post-Employment Base Salary. Subject to Sections 5(e) and 22, the Company shall pay to Executive an amount equal to 18 months (the "Severance Period") of base salary at the rate in effect on the date of Executive's separation from service (the "Termination Date"). Such amount shall be paid over the Severance Period in accordance with the Company's regular payroll procedures for similarly situated executives following the Termination Date.

(b) Amount of Post-Employment Bonus. In addition to the Post-Employment Base Salary provided under Section 5(a) above, and subject to Section 5(e), the Company shall pay to Executive an amount equal to the product of 1.5 times the amount of the average of the last two full years bonuses paid to Executive based on the actual performance of the Company. Such amount paid to Executive under this Section 5(b) shall be paid on the date annual bonuses are paid to similarly-situated executives after the Termination Date.

(c) Continued Medical Benefits Coverage. During 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).

(d) Certain Other Terms. In the event that the Company announces that it has signed a definitive agreement with respect to a Change of Control (as defined below) or any potential acquirer has publicly announced its intent to consummate a Change of Control with respect to the Company, and if, during the period after the public announcement and immediately preceding the date such transaction is consummated or terminated, the Company terminates Executive's employment without Cause; subject to Section 5(e), the Company shall pay to Executive on the sixtieth day following the employment termination date a lump sum equal to the excess, if any of (i) two times Executive's targeted amount of annual cash bonus at the rate in effect coincident with the employment termination date, over (ii) the amount determined in Section 5(b).

(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, the 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.

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 National Gaming, Inc. Chief Executive Officer.

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 to apply for a period of two (2) years 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.

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 six-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 10 or (ii) the Severance Period if Executive's employment terminates under circumstances where Executive is entitled to payments under Section 5 or 10.

(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 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 are reasonable and necessary to protect the legitimate interests of the Company and its affiliates and, in particular, 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. 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.

10. Change of Control.

(a) Definition. The term Change of Control ("COC") shall have the meaning given to such term in the Company's then current Long Term Incentive Compensation Plan.

(b) Payments. In the event of a Change of Control, and either (A) Executive's employment is terminated without Cause within 12 months after the effective date of the Change of Control or (B) Executive resigns from employment for Post-COC Good Reason (as such term is defined in subsection (f) below) within 12 months after the effective date of the Change of Control (the effective date of such termination or resignation, the "Activation Date"), subject to Section 10(d), Executive shall be entitled to receive, on the sixtieth day following the employment termination date, a cash payment in an amount equal to the product of two times the sum of the Executive's: (i) base salary and (ii) targeted amount of annual cash bonus, at the rate in effect coincident with the Change of Control or the Activation Date, whichever is greater; provided, however, that if the Change of Control is not a "change in control event" for purposes of Code Section 409A, then only those amounts that do not constitute non-qualified deferred compensation under Section 409A shall be paid in a lump sum and the remaining payments shall be paid over the Severance Period in accordance with the Company's regular payroll procedures for similarly-situated executives. Such payment shall be in lieu of any payment to which Executive would be entitled under Section 5(a)-(b), provided that Executive shall also be entitled to receive the benefits set forth in Section 5(c).

(c) Restrictive Provisions. As consideration for the payments under Sections 10(b) or 5, Executive agrees not to challenge the enforceability of any of the restrictions contained in Sections 7, 8 or 9 of this Agreement upon or after the occurrence of a Change of Control.

(d) Release Agreement and Payment Terms. Executive's entitlement to any severance pay and benefit entitlements under this Section 10 is conditioned upon Executive's first entering into a Release as provided by the Company to Executive within 14 days after the Activation Date and the Release becoming effective no later than the sixtieth day following the Activation Date. Notwithstanding any other provision hereof, all 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.

(e) Post-COC Good Reason. As used herein, the term "Post-COC 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 of Executive becoming aware of the applicable event or circumstance): (i) assignment to Executive of any duties inconsistent in any material respect with Executive's position (including status, titles and reporting requirements), authority, duties or responsibilities or inconsistent with Executive's legal or fiduciary obligations; (ii) any reduction in Executive's compensation or substantial reduction in Executive's benefits taken as a whole; (iii) any travel requirements materially greater than Executive's travel requirements prior to the Change of Control; (iv) an office relocation of greater than 50 miles from Executive's then current office or (v) any breach of any material term of this Agreement by the Company.

11. 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.

12. 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.

13. 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.

14. 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 National Gaming, Inc.
825 Berkshire Boulevard, Suite 200
Wyomissing, Pennsylvania 19610

Attention: Chief Executive Officer (with a copy to the General Counsel)

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 14.

15. 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 may 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 if Executive is a specified employee (as defined in Section 409A). Each payment of nonqualified deferred compensation 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.

23. 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.

24. Clawback Policy. Executive acknowledges that Executive has received the Company's Clawback Policy and agrees to be bound by it.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date first above written.

PENN NATIONAL GAMING, INC.

By: /s/ Timothy J. Wilmott
Name: Timothy J. Wilmott Title: Chief Executive Officer

EXECUTIVE

/s/ Christopher Rogers

Name: Christopher Rogers

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 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 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.

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 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 invested options, SARs, restricted stock or other equity issued to, expected by or contemplated by any of the Releasees (which interest is specifically released herein) 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 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 12 and 13 (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, 8 and 9, 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.

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: ___

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made the 31st day of March, 1995, by and between WYOMISSING PROFESSIONAL CENTER III, LIMITED PARTNERSHIP, a Pennsylvania limited partnership (the "Landlord"), having an address of 825 Berkshire Boulevard, Suite 203, Wyomissing, Pennsylvania 19610 and PENN NATIONAL GAMING, INC. (the "Tenant"), having an address of 825 Berkshire Boulevard, Wyomissing, Pennsylvania 19610.

IN CONSIDERATION of the mutual promises contained herein, and intending to be legally bound hereby, Landlord and Tenant agree as follows:

1. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord 2,120 square feet of rentable floor area, substantially as shown on the floor plan attached hereto as Exhibit "A" and made a part hereof (the "Premises"). The Premises are on the second floor of the building having an address of 825 Berkshire Boulevard, Wyomissing, Pennsylvania (the "Building"), located on a parcel of land containing approximately 11 acres (the "Land"). In connection with its use of the Premises, Tenant shall have the right to use for its employees twelve undesignated parking spaces in the parking area adjacent to the Building and such other undesignated parking spaces as may be reasonably required for the conduct of its business.

2. TERM.

(a) The term of the Lease shall be five (5) years, commencing on April 1, 1995.

(b) If Tenant, without the consent of Landlord, remains in possession of the Premises beyond the expiration of this Lease or any extension or renewal hereof, such holding over shall be deemed a tenancy at sufferance at one and one-half (1-1/2) times the rent as was in effect at the time such holding over commenced.

3. RENT.

(a) During the first year of the term of this Lease, Tenant shall pay Landlord annual minimum rent in the amount of Twenty Three Thousand Three Hundred Twenty Dollars (\$23,320), payable in twelve (12) equal monthly installments of One Thousand Nine Hundred Forty Three Dollars and Thirty Three Cents (\$1,943.33). Such annual minimum rent is calculated on the basis of \$11.00 per square foot of the rentable floor area of the Premises.

(b) During the second lease year and each lease year thereafter during the term of this Lease, the annual minimum rent shall be increased by three percent (3%) over the prior year's annual minimum rent.

(c) All rent shall be payable in advance, without demand, on the first day of each calendar month during the term of this Lease, except that the first full monthly installment shall be paid upon the signing of this Lease. The first and last monthly payments shall be prorated on a per diem basis for any period less than a full calendar month.

(d) All rent shall be payable without any deduction, offset or counterclaim. All rent due hereunder shall be payable in immediately available funds at Landlord's address set forth in the introductory paragraph of this Lease or at such other place as may be designated by Landlord.

(e) Tenant shall pay a late charge at the rate of five percent (5%) on each dollar of rent, or any other sum collectible as rent under this Lease, which is not paid within fifteen (15) days after the same is due.

4. TENANT'S SHARE OF EXPENSES.

(a) In addition to the payment of annual minimum rent as provided herein, Tenant shall pay as additional rent hereunder its proportionate share (as defined in subparagraph 4(c)) of all Expenses as herein defined. Expenses shall include all real estate taxes assessed against the Building, janitorial services (if any) provided to Tenant, insurance premiums (other than Tenant's liability insurance) on the Building, water and sewer costs of the Building as metered, trash removal costs pertaining to the Building, repair and maintenance of HVAC equipment relating to Premises, grass cutting and landscape bed maintenance of the area delineated on plan as Exhibit "A", snow removal and parking lot repair, maintenance, repaving, cleaning and striping of the same defined area on Exhibit "A", parking lot electric as determined by the "house meter" on the Building, and all other costs and Expenses incurred by Landlord in operating and maintaining the Building. Expenses shall also include expenses

imposed or assessed against the Building and its owner(s) by The Owner's Association of Wyomissing Professional Center, West Campus, Inc. consisting of costs of maintaining and repairing the main roadway through the Land. The Expenses shall be pre-paid on a monthly basis during each calendar year of the term of this Lease as provided herein. Attached hereto as Exhibit "B" and made a part hereof is the current budget estimate and operating expense description for the operation of the Building and the Land. All items on the budget shall be included as Expenses, but other Expenses may be incurred from time to time.

(b) For purposes hereof, "Expenses" shall not include:

(i) Costs for which Landlord is reimbursed or indemnified (either by an insurer, condemnor, tenant, warrantor or otherwise) or, in the event Landlord fails to properly insure the Building, then Expenses shall not include expenses for which Landlord would have been reimbursed if

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Landlord had adequately insured the Building.

(ii) Expenses incurred in leasing or procuring tenants (including lease commissions, advertising expenses, management and leasing offices, lease negotiation and review, expenses of renovating space for tenants, and legal expenses incurred in enforcing the terms of any tenant leases).

(iii) Interest or amortization payments on any mortgages.

(iv) Costs representing an amount paid to an affiliate of Landlord which is in excess of the amount which would have been paid in the absence of such relationship.

(v) Costs specially billed to and paid by specific tenants, including without limitation, expenses for work performed for other tenants in the Building and expenses to be billed to other tenants for excess utility use or other services that are beyond normal office use. There shall be no duplication of costs or reimbursement.

(vi) Depreciation and costs incurred by Landlord for alterations that are considered capital improvements and replacements under generally accepted accounting principles consistently applied except that the annual amortization of these costs shall be included in the following two instances:

(A) The annual amortization over its useful life (not to be less than ten (10) years) with a reasonable salvage value on a straight line basis of the cost of any improvement made by Landlord and required by any changes in applicable laws, rules, or regulations of any governmental authority enacted after the Building was fully assessed as a completed and occupied unit and the Lease was signed.

(B) The annual amortization over its useful life (not to be less than ten (10) years) with a reasonable salvage value on a straight line basis of the cost of any equipment or capital improvements made by Landlord after the Building was fully assessed as a completed and occupied unit and the Lease was signed, as a labor-saving measure or to accomplish other savings in operating, repairing, managing, or maintaining of the Building or Land, but only to the extent of the savings realized.

(vii) Salaries other than salary for a building manager.

(viii) Landlord's personal property and Landlord's own occupancy costs, if any, in the Building.

(c) The portion of Expenses which are applicable to the Premises (the "Premises Expenses") shall be determined by multiplying the Expenses by a fraction, the numerator of which is the rentable floor area of the Premises (presently assumed to be 2,120 square feet), and the denominator of which is the aggregate number of rentable floor area in the Building (presently assumed to be 21,100 square feet), unless a direct billing relating to a cost of operating the Premises not the entire Building occurs, such as

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with janitorial or HVAC repair and maintenance, where Tenant would have responsibility for the entire amount.

(d) During the first lease year of the term of this Lease, the Premises Expenses shall be an amount not greater than \$3.25 per square foot of rentable floor area of the Premises, which shall equal Six Thousand Eight Hundred Ninety Dollars (\$6,890) annually, and Five Hundred Seventy Four Dollars and Sixteen Cents (\$574.16) monthly. After the first year of the term of this Lease Tenant shall pay actual Premises Expenses as defined above in 4(a), 4(b) and 4(c).

(e) Tenant shall pay Landlord monthly, in advance, on the first day of each calendar month during the term of this Lease, and pro rata for the fraction of any month, the sum estimated by Landlord to be one-twelfth (1/12th) of Tenant's share of all Premises Expenses. If at any time and from time to time it is determined by Landlord that Tenant's estimated payments will be insufficient to pay Tenant's share of such Premises Expenses, the Landlord shall have the right to adjust the amount of Tenant's estimated payments upon thirty (30) days prior written notice, and Tenant agrees to thereafter pay the adjusted estimated payment on a monthly basis.

(f) Within ninety (90) days after the end of each calendar year, Landlord shall deliver to Tenant (i) a written itemization of Expenses for the prior Lease year and (ii) an estimate of the then current Lease year's Expenses and Tenant's share of the Premises Expenses. An adjustment shall be made between the aggregate total of Tenant's share of estimated Premises Expenses actually paid by Tenant during the prior Lease year, and Tenant's share of Premises Expenses actually incurred during the prior Lease year, so that Landlord shall reimburse Tenant for any excess paid by Tenant, and Tenant shall pay any deficiency to Landlord within ten (10) days of demand. If Tenant disagrees with the accuracy of the Expenses as set forth in Landlord's itemization statement, Tenant shall give written notice to Landlord to that effect, but shall nevertheless make payment in accordance with the terms of this Paragraph.

(g) Landlord shall permit Tenant to inspect its records with respect to the Expenses at a mutually convenient time and place. Any information obtained by Tenant pursuant to the provisions of this Paragraph shall be treated as confidential, except in any litigation between the parties.

(h) If due to a change in the laws presently governing taxation, any franchise tax or tax on income, profit, rentals or occupancies from or of the Premises shall be levied or imposed against the Landlord in lieu of any tax or assessment that would otherwise constitute a real estate tax, such franchise, income, profit tax or tax on rentals shall be deemed to be a real estate tax and included as part of the Expenses.

5. USE. The Premises shall be used only for the purpose of operating a general business office. Tenant will not use, and will not permit the use of, the Premises for any purpose which is unlawful or in violation of any statute, ordinance, rule, regulation or restriction governing the use of the Premises.

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6. SERVICES AND FACILITIES. The following services and facilities shall be supplied by Landlord to Tenant in connection with Tenant's use of the Premises, in common (where applicable) with other tenants of the Building:

(a) Landlord shall furnish heat and air conditioning equipment and facilities.

(b) Landlord shall supply the Premises with electric service for heating, air conditioning, lighting and power to operate customary business machines, computers and equipment. Landlord shall install meters for measuring Tenant's electric usage and shall pay the utility company directly for such building equipment used to furnish heat, air conditioning, lighting and power to the Premises. Tenant shall reimburse Landlord for its prorated share of electrical usage.

(c) Landlord shall furnish a sign containing a reference to the Building and listing the names of the Building tenants.

(d) Landlord shall have no responsibility or liability to Tenant, nor shall there be any abatement in rent for any failure to supply any services or facilities as provided herein during such period as Landlord deems advisable or necessary in order to make repairs, alterations or improvements or because of labor disturbances, strikes, accidents or any other causes beyond Landlord's control. Notwithstanding anything to the contrary set forth in this Lease, in the event electric or HVAC service is interrupted for five (5) consecutive business days, all rent and additional rent shall abate on a day-by-day basis hereunder until such services and utilities are restored.

(e) If the work performed in the Premises exceeds the Build Standard work Allowance, Tenant agrees to pay for same promptly.

(f) Landlord shall provide parking lot snow removal, lawncare and landscaping, trash removal and janitorial services.

7. AFFIRMATIVE COVENANTS OF TENANT. Tenant covenants and agrees that it will without demand:

(a) Comply with all requirements of any governmental authorities which apply to Tenant's use of the Premises;

(b) Comply with the reasonable rules and regulations from time to time made by Landlord for the safety, care, upkeep and cleanliness of the Premises, the Building and the Land. Tenant agrees that such rules and regulations shall, when written notice thereof is given to Tenant, form a part of this Lease;

(c) Keep the Premises in good order and condition, excepting only ordinary wear and tear and damage by accidental fire or other casualty;

(d) Peaceably deliver up and surrender possession of the Premises to Landlord at the expiration or sooner termination of this Lease, in the Same condition in which Tenant has agreed to keep the Premises during the term of this Lease, and promptly deliver to Landlord at its office all keys for the Premises;

(e) Give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises within twenty-four (24) hours of occurrence thereof;

(f) Give to Landlord a copy of any written notice concerning the Premises within twenty-four (24) hours of Tenant's receipt thereof; and

(g) To the extent reasonably possible, cause its

employees and visitors to park their cars only in those portions of the parking area as may be designated for that purpose by Landlord, and not use or permit the use of any more designated parking spaces in the parking area than are permitted in Paragraph 1 herein.

(h) Promptly upon request of Landlord's Lender, deliver to Landlord's lender copies of Tenant's annual financial statements for the past two (2) years.

8. NEGATIVE COVENANTS OF TENANT. Tenant covenants and agrees that it will do none of the following without the prior written consent of Landlord, such consent not to be unreasonably withheld or delayed:

(a) Place or allow to be placed any sign, projection or device upon the Premises or on the inside or outside of the Building, which is visible from the exterior of the Premises;

(b) Make any alterations, improvements or additions to the Premises without consent of Landlord. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this Lease, shall remain upon the Premises at the expiration or sooner termination of this Lease and become the property of Landlord, Landlord should have the right to cause Tenant to remove improvements beyond fit-up at termination of Lease, unless Landlord, at the time of its approval of same, shall have given written notice to Tenant to remove the same, in which event Tenant shall remove such alterations, improvements and additions or fixtures, and restore the Premises to the same good order and condition in which they were upon initial occupancy, reasonable wear and tear and damage by casualty excepted; and

(c) Do or suffer to be done any act objectionable to any insurance company whereby the insurance or any other insurance now in force or hereafter placed on the Premises or the Building shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of signing of this Lease. In case of a breach of this covenant (in addition to all other remedies herein given to Landlord) Tenant agrees to pay Landlord as additional rent any and all increases of premiums on insurance reasonably carried by Landlord on the Premises or the Building caused in any way by the use or occupancy of the Premises by the Tenant.

9. LANDLORD'S RIGHT TO ENTER. Tenant shall permit, after written notice except in cases of emergency, Landlord, Landlord's agents, servants, employees, and prospective buyers or any other persons authorized by Landlord, to inspect the Premises at any reasonable time, and to enter the Premises for the Purposes of

cleaning and, if Landlord shall so elect, for making reasonable alterations, improvements or repairs to the Building, for any reasonable purpose in connection with the operation and maintenance of the Building, and, during the last six (6) months of the term of this Lease, for the purpose of exhibiting the same for sale or lease.

10. RELEASE OF LANDLORD. Tenant shall be responsible for and hereby relieves Landlord from any and all liability by reason of any injury, loss, damage, to any person or property in the Premises, whether the same be due to fire, breakage, leakage, water flow, gas, use, misuse, or defects therein, or condition anywhere

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in the Premises, failure of water supply or light or power or electricity, wind, lightning, storm, or any other cause whatsoever, whether the loss, injury or damage be to the person or property of Tenant or any other persons, unless such loss, injury or damage is caused by the negligence or willful misconduct of Landlord, its agents or employees.

11. ASSIGNMENT AND SUBLETTING. Except as otherwise provided in the immediately following sentence, Tenant shall not assign, mortgage or pledge this Lease, or sublet the Premises or any part thereof, or permit any other person or occupy the Premises or any part thereof, without the prior written consent of Landlord, such consent not to be unreasonably withheld or delayed. Such prior consent shall not be required of Tenant makes an assignment or sublease to a subsidiary or affiliate or other corporation or partnership which is controlled by Tenant or Tenant's principals, provided that prior to taking possession of any part of the Premises, such assignee or sublessee shall sign an assumption agreement in form satisfactory to Landlord, whereby such assignee or sublessee agrees to be bound by the terms and conditions of this Lease. Any such assignment or subletting, even with the consent of Landlord, shall not release Tenant from liability for payment of rent or any other charges hereunder or from any of the other obligations under this Lease, and any additional consideration resulting from an assignment or subletting requiring Landlord's prior consent in excess of the rent specified herein shall be additional rent hereunder due and payable to Landlord. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to an assignment or subletting. Upon any assignment of this Lease or subletting of the Premises, a change in any respect of the use of the Premises from the use actually employed by the original Tenant shall require the prior written consent of Landlord.

12. ENVIRONMENTAL COMPLIANCE. Tenant shall not cause or permit any hazardous substance, material or waste (as defined in any applicable environmental law, rule or regulation) to be brought upon or used in or about the Premises. Tenant shall cause the Premises to be used in compliance with all applicable environmental laws, rules and regulations. Any failure of Tenant to comply with the covenants contained in this paragraph shall be covered by the indemnification provisions of Paragraph 14 herein and shall be subject to all other rights and remedies available to Landlord.

13. INDEMNIFICATION.

(a) Tenant agrees to indemnify Landlord against loss and save Landlord harmless from and against (a) any breach or default in the performance of any covenant or agreement to be performed by Tenant under the terms of this Lease, (b) any and all claims arising from anything done in or about The Premises during the term of this Lease by Tenant or any of its agents, contractors, servants, employees, invitees or license, (c) any act or negligence

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of Tenant or any of its agents, contractors, servants, employees, invitees or licensees, including any accident, injury or damage whatsoever caused to any person, in or about the Premises. and (d) all costs, reasonable counsel fees, expenses and liabilities incurred in connection with any such claim for which indemnification has been provided under this paragraph. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall provide Landlord with counsel to defend such action or proceeding. Tenant shall, within ten (10) days following notice to it of any claim of a third party relating to tenant's use or occupancy of the Premises or to the performance or non-performance by tenant of its obligations under this Lease, give written notice to the Landlord of such claim. The provisions of this paragraph shall survive the expiration or termination of this lease.

(b) Landlord agrees to indemnify Tenant against loss and save Tenant harmless from and against (i) any breach or default in the performance of any covenant or agreement to be performed by Landlord under the terms of this Lease, (ii) any claims arising from anything done on or about the Land (other than the Premises) during

the term of this Lease by Landlord or any of its agents, contractors, servants, employees, invitees or licensees, (iii) any act or negligence of Landlord or any of its agents, contractors, servants, employees, invitees or licensees, including any accident, injury or damage whatsoever caused to any person in or about the Land (other than the Premises), and (iv) all costs, reasonable counsel fees, expenses and liabilities incurred in connection with any such claim for which indemnification has been provided under this paragraph. In case any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, shall provide Tenant with counsel to defend such action or proceeding. Landlord shall, within ten (10) days following notice to it of any claim of a third party relating to the Land (other than the Premises) or the performance or non-performance by Landlord of its obligations under this Lease, give written notice to Tenant of such claim. The provisions of this paragraph shall survive the expiration or termination of this Lease.

14. LIABILITY INSURANCE.

(a) Tenant, at its own cost and expense, shall obtain during the term of this Lease, and any renewals or extensions thereof, comprehensive public liability insurance in companies acceptable to Landlord, naming Landlord and Tenant as the insureds, in an amount not less than One Million Dollars (\$1,000,000.00), and providing for at least thirty (30) days' prior written notice to Landlord of cancellation, nonrenewal, or modification.

(b) Prior to its occupancy of the Premises, Tenant shall deliver to Landlord a certificate evidencing such insurance policy. At least thirty (30) days before the expirations of such policy and any renewal policies, Tenant shall deliver to Landlord certificates evidencing such renewal policies.

15. FIRE OR OTHER CASUALTY.

(a) If during the term of this Lease or any renewal or extension thereof, the Premises or the building is substantially destroyed or is so damaged by fire or other casualty (whether or

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not the Premises are damaged) that the same cannot be repaired or restored within one hundred twenty (120) regular working days from the date of the happening of such damage, or if such damage or casualty is not included in the risks covered by Landlord's fire insurance with the usual extended coverage, then this Lease shall absolutely cease and terminate and the rent shall abate for the balance of the term. In such case, Tenant shall pay the rent apportioned to the date of damage and Landlord may enter upon and repossess the Premises without further notice.

(b) If the damage caused as above renders twenty-five (25%) or more of the Premises unfit for occupancy, but such damage can be repaired or restored within one hundred twenty (120) regular working days and said damage and the cost of repairs and restoration are fully covered by the Landlord's insurance, Landlord may exercise either of the following options:

(i) Landlord shall have the option to restore the Premises in which event the rent shall be apportioned during the time Landlord is in possession, taking into account the proportion of the Premises rendered untenable and the duration of Landlord's possession.

(ii) Landlord shall have the option to terminate this Lease by giving written notice of such termination to Tenant within thirty (30) days after said partial destruction; and upon the giving of such notice, the Lease shall expire by lapse of time after thirty (30) days and the Tenant shall vacate the Premises.

(c) If the damage caused as above renders less than twenty-five percent (25%) of the Premises unfit for occupancy, Landlord shall repair whatever portion of the Premises that may have been damaged by fire or other casualty insured as aforesaid, and the rent shall be apportioned as set forth in subparagraph (b) (i) above.

(d) In the event Landlord elects to restore the Premises as set forth in this paragraph 15, and fails to complete such restoration within one hundred and twenty (120) days from the date of the happening of such damage, Tenant shall have the right, upon thirty (30) days prior notice to Landlord, to terminate this Lease. Should Landlord complete said restoration prior to said termination date, termination shall be null and void.

16. WAIVER OF SUBROGATION. Landlord and Tenant shall each endeavor to procure an appropriate clause in, or endorsement on, any fire and extended coverage insurance covering the Premises and buildings and personal property, fixtures, and equipment located thereon or therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery. Each party hereto hereby agrees that it will not make any claim against or seek to recover from the other for any loss or damage to its property or the property of others resulting from fire or other hazards covered by such fire and extended coverage insurance except as expressly provided in this Lease; provided, however, that the release, discharge, exoneration, and covenant not to

sue herein contained shall be limited by the terms and provisions of the waiver of subrogation clauses and/or endorsements consenting to a waiver of right of recovery and shall be coextensive therewith.

17. NO IMPLIED EVICTION. Notwithstanding any inference to the contrary herein contained, it is understood that, the exercise by

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Landlord of any of its rights hereunder shall never be deemed an eviction (constructive or otherwise) of Tenant, of a disturbance of its use of the Premises, and shall in no event render Landlord liable to tenant or any other person, so long as such exercise of rights is in accordance with the foregoing terms and conditions.

18. CONDEMNATION. If the whole of the Premises shall be acquired or condemned by eminent domain, then the term of this Lease shall cease and terminate sixty (60) days prior to the date on which possession of the Premises is required to be surrendered to the condemning authority. All rent shall be paid up to the date of termination. A partial condemnation shall not be cause for termination of this Lease, but rent shall be abated to an equitable amount. Tenant hereby expressly waives any right or claim to any part of an condemnation award or damages and hereby assigns to Landlord any such right or claim to which Tenant might become entitled.

19. LANDLORD'S RIGHT TO PAY TENANT EXPENSES. If Tenant shall at any time fail to pay any utility or other charges or to take out, pay for, maintain or deliver any of the insurance policies provided for herein, or shall fail to make any other payment or perform any under this Lease, then without waiving, or releasing Tenant from, any obligations of Tenant contained in this Lease, Landlord may, upon ten (10) days prior written notice to Tenant (except in the event of an emergency) but shall not be obligated to pay any such charge, effect any such insurance coverage and pay premiums manner and to such extent as shall be necessary. In exercising any such rights, Landlord may pay necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorney's fee. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act by Landlord, together with interest thereon at the rate of nine percent (9%) per annum from the date of the making of such expenditure by Landlord, shall be deemed additional rent hereunder and, except as otherwise expressly provided in this Lease, shall be payable to Landlord after five (5) days' written notice thereof. Tenant covenants to pay any such sum or sums with interest as aforesaid and Landlord shall have (in addition to any other right or remedy of the Landlord) the same rights and remedies in the event of nonpayment thereof by Tenant as in the case if default by Tenant in the payment of rent.

20. EVENTS OF DEFAULT. The occurrence of each of the following events shall be an "Event of Default" hereunder:

(a) Tenant does not pay in full when due any installment of rent, additional rent, or any other charges, expenses or costs herein agreed to be paid by Tenant for a period of five (5) days after receipt of notice that same has not been paid when due; provided that in the event Tenant shall have received three (3) such written notices within any period of twelve (12) consecutive months, then during the remainder of the twelve (12) consecutive month period after Tenant shall have received its first written notice from Landlord, Tenant shall thereafter be in default hereunder whenever Tenant shall fail to pay any sum owing under this Lease when due, without the necessity of sending any written notice on nonpayment;

(b) Tenant violates or fails to perform or comply with any other term, covenant, condition, or agreement herein contained

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and fails to cure such default within thirty (30) days of receipt of notice thereof from Landlord, provided, however, if such default cannot be cured with reasonable diligence within such thirty (30) day period, the time for cure of same shall be deemed extended for such additional time as is reasonably necessary to cure same with due diligence.

(c) Tenant vacates the Premises;

(d) Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation or dissolution or similar relief under any present or future bankruptcy laws of the United States or any other country or political subdivision thereof, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of all or any substantial part of Tenant's properties, or shall make an assignment for the benefit of creditors, or shall admit in writing Tenant's inability to pay Tenant's debts generally as they become due; or

(e) If an involuntary petition in bankruptcy shall be filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy laws of the United States or any other state or political subdivision thereof, and if within ninety (90) days after the commencement of any such proceeding against Tenant, such proceedings shall not have been dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of Tenant, or any trustee, receiver or liquidator of the Tenant or of all or any substantial part of Tenant's property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated.

21. LANDLORD'S REMEDIES.

(a) Upon the occurrence of any Event of Default, Landlord may, at its option, terminate this Lease, whereupon the estate hereby vested in Tenant shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but Tenant shall continue to be liable to Landlord as hereinafter provided.

(b) Upon the occurrence of any Event of Default, or at any time thereafter, Landlord, in addition to and without prejudice to any other rights and remedies Landlord shall have at law or in equity, shall have the right to re-enter the Premises, and recover possession thereof and dispossess any or all occupants of the Premises in the manner prescribed by the statute relating to summary proceedings, or similar statutes, but Tenant in such case shall remain liable to Landlord as hereinafter provided.

(c) In case of any Event of Default, re-entry, expiration and/or dispossession by summary proceedings, whether or not this Lease shall have been terminated as aforesaid:

(i) All delinquent rent and additional rent shall become payable thereupon and be paid up to the time of such re-entry, expiration and/or dispossession;

(ii) Landlord shall have the right, but not the obligation, to relet the Premises or any part or parts thereof for the account of Tenant, either in the name of Landlord or otherwise,

for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and to grant reasonable concessions for rent, costs, brokerage fees and attorneys' fees;

(iii) Tenant shall reimburse Landlord for any expenses that Landlord may incur in connection with recovering possession of the Premises and any reletting thereof, such as court costs, attorneys' fees, brokerage fees, and the costs of advertising and the costs of any alteration, repairs, replacements and/or decorations in or to the Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of such reletting of the Premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid; and

(iv) Tenant or the legal representatives of Tenant, at Landlord's options, shall pay Landlord, either (1) in monthly installments, the difference between the rent and the additional rent reserved hereunder and the rent, if any, received by Landlord pursuant to any reletting, or (2) liquidated damages and not a penalty in an amount equal to the rent which should have become due during the remainder of the term of this Lease and an estimate of the additional rent which would have become due during the remainder of the term of this Lease (calculated by using the additional rent paid by Tenant for the immediately preceding Lease year), reduced to present value at the rate of nine (9%) percent per annum.

(d) If Tenant defaults (after the expiration of applicable notice and/or cure periods) on any payment of additional rent required to be made by it under this Lease, or fails (after the expiration of applicable notice and/or cure periods) to furnish evidence of such payments at the times in this Lease required, Landlord may make such payment for Tenant without notice. If Tenant defaults (after the expiration of applicable notice and/or cure periods) in the performance or observance of any non-monetary term, covenant or condition to be performed or observed by it under this Lease, Landlord may take action to rectify such non-monetary default on Tenant's behalf. Landlord may rectify such default (after the expiration of applicable notice and/or cure periods) on Tenant's behalf immediately and without such notice of immediate action is reasonably believed to be required in order to avoid injury or damage to other persons or property (including Landlord's property). Landlord may enter the Premises to rectify such defaults. All money advanced and expenses incurred by Landlord in rectifying any defaults (after the expiration of applicable notice and/or cure periods) (including Landlord's attorneys' fees) together with

interest thereon at 9% per annum from the date advanced until the date paid by Tenant, shall be repaid by Tenant to Landlord on demand.

(e) In the event Tenant commits a default, or suffers a default to exist, Tenant shall reimburse Landlord for Landlord's reasonable attorneys' fees incurred by Landlord in the enforcement of this Lease, within fifteen (15) days after written demand.

(f) Landlord shall use commercially reasonable efforts to mitigate its damages.

22. RIGHT OF ASSIGNEE OF LANDLORD. The right to enforce all of the provisions of this Lease may be exercised by any assignee of the Landlord's right, title and interest in this Lease in its, his,

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her or their own name, and Tenant hereby expressly waives the requirements of any and all laws regulating the manner and/or form in which such assignments shall be executed and witnessed.

23. REMEDIES CUMULATIVE. All remedies given to Landlord herein and all rights and remedies given to Landlord by law and equity shall be cumulative and concurrent. No termination of this Lease, or taking or recovering of possession of the Premises, or entry of any judgment either for possession or for any money claimed to be due Landlord, shall deprive Landlord of any other action against Tenant for possession, or for any money due Landlord hereunder, or for damages hereunder. The exercise of or failure to exercise any remedy shall not bar or delay the exercise of any other remedy.

24. TENANT'S WAIVERS.

(a) If proceedings shall be commenced by Landlord to recover possession of the Premises, either at the end of the term hereof or by reason of an Event of Default or otherwise, Tenant expressly waives all rights to notice in excess of five days required by any Act of Assembly, including the Act of April 6, 1951, P.L. 69, Art. V, Sec. 501 and agrees that in either or any such case five (5) days' notice shall be sufficient. Without limitation of or by the foregoing, Tenant hereby waives any and all demands, notices of intention, and notice of action or proceedings which may be required by law to be given or taken prior to any entry or re-entry by summary proceedings, ejectment or otherwise, by Landlord, except as hereinbefore expressly provided with respect to five (5) days' notice.

(b) Any notice to quit required by law previous to proceedings to recover possession of the Premises or any notice of demand for rent on the day when such is due and the benefit of all laws granting stay of execution, appeal, inquisition and exemption are hereby waived by Tenant; provided, however, that nothing in this paragraph shall be construed as a waiver of any notice specifically mentioned or required by any other part of this Lease.

(c) In the event of a termination of this Lease prior to the date of expiration herein originally fixed, Tenant hereby waives all right to recover or regain possession of the Premises, to save forfeiture by payment of rent due or by other performance of the conditions, terms or provisions hereof, and, without limitation of or by the foregoing, Tenant waives all right to reinstate or redeem this Lease notwithstanding any provisions of any statute, law or decision now or hereafter in force or effect and Tenant waives all right to any second or further trial in summary proceedings, ejectment or in any other action provided by any statute or decision now or hereafter in force or effect.

25. ATTORNMENET. In the event of the sale or assignment of Landlord's interest in the Building or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Building, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

26. SUBORDINATION. At the option of Landlord or Landlord's lender, or both of them, this Lease and the Tenant's interest hereunder shall be subject and subordinate at all times to any mortgage or mortgages, deed or deeds of trust, or such other security instrument or instruments, including all renewals,

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extensions, consolidations, assignments and refinances of the same, as well as all advances made upon the security thereof, which now or hereafter become liens upon the Landlord's fee and/or leasehold interest in the Premises, and/or any and all of the buildings now or hereafter erected or to be erected and/or any and all of the Land, provided, however, that in such case, the holder of such other security, the trustee of such deed of trust or holder of such other

security instrument shall agree that this Lease shall not be divested or in any way affected by foreclosure or other default proceedings under said mortgage, deed or trust, or other instrument or other obligations secured thereby, so long as no Event of Default occurs by Tenant under the terms of this Lease; and agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings.

27. **EXECUTION OF DOCUMENTS.** The above subordination shall be self-executing, but Tenant agrees within twenty (20) days after demand to execute such other reasonable document or documents as may be required by mortgagee, trustee under any deed of trust, or holder of a similar security interest, or any party to the types of documents enumerated herein for the purpose of subordinating this Lease in accordance with the forgoing. Additionally, Landlord agrees to execute a Landlord waiver, for furnishings and equipment only, in favor of any Lender of the Tenant or Owner of furnishings and equipment.

28. **ESTOPPEL AGREEMENTS.** Tenant shall execute an estoppel agreement in favor of any mortgagee or purchaser of Landlord's interest herein, within ten (10) business days after requested to do so by Landlord or any such mortgagee or purchaser. Such estoppel agreement shall be in the form reasonably requested by Landlord or such mortgagee or purchaser.

29. **NOTICES.** All notices required to be given by either party to the other shall be in writing. All such notices shall be deemed to have been given upon delivery in person, or two (2) business days after depositing in the United States mail, by certified mail, return receipt requested, postage prepaid, or by delivery by telefax, facsimile or telegraph, or by Federal Express or other nationally recognized overnight delivery service, addressed to Landlord at 825 Berkshire Boulevard, Suite 203, Wyomissing, Pennsylvania 19610 and addressed to Tenant at the Premises or to such other address which either party may hereafter designate in writing by notice given in a like manner.

30. **BINDING EFFECT.** All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the several and respective heirs, executors, administrators, successors and permitted assigns of said parties.

31. **SURVIVAL OF VALID TERMS.** If any provision of the Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

32. **ENTIRE AGREEMENT.** This Lease and any exhibit, rider or addendum that may be attached hereto set forth all the promises, agreements, conditions and understandings, between Landlord and

Tenant relative to the Premises, and there are no promises, agreements, conditions or understandings either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

33. **PROHIBITION AGAINST RECORDING.** This Lease shall not be recorded and any attempted recording of this Lease shall constitute an Event of Default hereunder.

34. **INTERPRETATION.** As used in this Lease and when required by context, each number (singular or plural) shall include all numbers, and each gender shall include all genders. Time is and shall be of essence of each term and provision of this Lease. The term "person" as used herein means person, firm, association or corporation, as the case may be. If Tenant is more than one person, all agreements, conditions, obligations, covenants, warrants of attorney, waivers and releases made by Tenant shall be joint and several, and shall bind and affect all persons who are defined as "Tenant" herein.

35. **LIABILITY OF LANDLORD.** The term "Landlord" as used herein means the fee owner of the Premises from time to time. In the event of the voluntary or involuntary transfer of such ownership to a successor-in-interest of the Landlord, the Landlord shall be automatically discharged and relieved of and from all liability and obligations hereunder which shall thereafter accrue, and Tenant shall look solely to such successor-in-interest for the performance and obligations of the Landlord hereunder which shall thereafter accrue. The liability of Landlord and its successors-in-interest under or with respect to this Lease shall be strictly limited to and enforceable solely out of its or their interest in the Premises and shall not be enforceable out of any other assets.

36. **CAPTIONS AND HEADINGS.** The captions and headings of the paragraphs contained herein are for convenience of reference only and in no way defining, limit, describe, modify or amplify the interpretation, construction or meaning of any provisions of or the scope or intent of this Lease nor in any way affect this Lease. All Exhibits are an integral part of this Lease and are attached hereto.

37. QUIET ENJOYMENT. Upon Tenant's compliance with the provisions of this Lease, including the payment of all rent and additional rent hereunder, Tenant shall peaceably hold and enjoy the Premises during the term hereof without hinderance or interruption by Landlord or any person claiming under Landlord.

38. DISCLAIMER. The obligations under this Lease are the obligations of the Lessee personally and not that of any company with which Lessee may be affiliated. Lessor agrees that this Agreement is solely between itself and the Lessee personally and Lessor hereby waives any claims, rights of action, or liabilities whatsoever against any companies with which Lessee may be affiliated which may arise out of this Lease.

39. TERMINATION BY LANDLORD. Landlord shall have an option to terminate this Lease at any time upon exercise by Marathon Business

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Systems of its option to expand into Premises. Landlord shall require Peter Carlino Company to vacate its offices in part or whole prior to exercising this option with Tenant.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound to the terms of this Lease, have caused this Lease to be executed the day and year first above written.

WYOMISSING PROFESSIONAL CENTER, III, LIMITED PARTNERSHIP, a Pennsylvania limited partnership, by its General Partner:

WYOMISSING PROFESSIONAL CENTER, III, INC.

By: _____ /s/ Stephen J. Najarian
Vice President

Attest: _____
(Asst.) Secretary
"Landlord"

PENN NATIONAL GAMING, INC.

By: _____ /s/ Peter M. Carlino
~~Vice President~~

Attest: _____ Robert S. Ippolito
Secretary (or Asst. Secretary)
"Tenant"

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FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT (the "First Amendment"), made the 15th day of April, 1997, by and between WYOMISSING PROFESSIONAL CENTER III, LIMITED PARTNERSHIP, a Pennsylvania limited partnership (the "Landlord"), having an address at 825 Berkshire Boulevard, Suite 203, Wyomissing, PA 19610, and PENN NATIONAL GAMING, INC. (the "Tenant"), having an address at 825 Berkshire Boulevard, Wyomissing, Pennsylvania 19610.

BACKGROUND

On or about April 1, 1995, Tenant and Wyomissing Professional Center III, Limited Partnership ("Landlord") entered into a Lease Agreement (the "Lease") pertaining to 2,120 square feet of rentable area in the building constructed at 825 Berkshire Boulevard, Wyomissing, Pennsylvania. This Amendment will adjust area of the Premises.

NOW, THEREFORE, in consideration of the foregoing Background, and each party intending to be legally bound hereby, Landlord and Tenant covenant and agree as follows:

AGREEMENT

1. Paragraph 1 of the Lease is amended to read as follows:

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord 2,644 square feet of rentable floor area (the "Premises") in the building identified as in Exhibit "A" of this First Amendment and made a part hereof. The Premises are on the second floor of a building having an address of 825 Berkshire Boulevard, Wyomissing, Pennsylvania 19610 (the "Building"), located on a parcel of land containing approximately 11 acres (the "Land"). In connection with its use of the Premises, Tenant shall have the right to use for its employees twelve undesignated and two designated parking spaces in the parking area adjacent to the Building and such other undesignated parking spaces as may be reasonably required for the conduct of its business.

All other references to the area of the Premises in the Lease are hereby amended to mean the square footage figures as stated hereinabove.

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3. Effective October 1, 1996, Paragraph 3(a) of the Lease shall be amended to read as follows:

(b) During the remainder of the second year of the term of this Lease, Tenant shall pay Landlord annual minimum rent in the amount of Twenty Nine Thousand Nine Hundred Fifty Six Dollars and Fifty Two Cents (\$29,956.52), payable in twelve (12) equal monthly installments of Two Thousand Four Hundred Ninety Six Dollars and Thirty Seven Cents (\$2,496.37). Such annual minimum rent is calculated on the basis of \$11.33 per square foot of the rentable floor area of the Premises. Each lease year thereafter during the term of this Lease, the annual minimum rent shall be increased by three percent (3%) over the prior year's annual minimum rent

4. Effective October 1, 1996, Paragraph 4(c) of the Lease shall be amended to read as follows:

The portion of Expenses which are applicable to the Premises (the "Premises Expenses") shall be determined by multiplying the Expenses by a fraction, the numerator of which is the rentable floor area of the Premises (presently assumed to be 2,644 square feet), and the denominator of which is the aggregate number of rentable floor area in the Building (presently assumed to be 21,100 square feet), except that Tenant specific Expenses, including janitorial services, shall be allocated directly to each tenant in the building.

5. Effective October 1, 1996, Paragraph 4(d) of the Lease shall be amended to read as follows:

Tenant agrees to pay Landlord as additional rent hereunder all Premises Expenses incurred during the term of this Lease. Tenant shall pay \$3.25 per square foot of rentable floor area for Premises Expenses. This amount shall equal Eight Thousand Five Hundred Ninety Three Dollars (\$8,593.00) each year payable in twelve (12) equal monthly installments of Seven Hundred Sixteen Dollars and Eight Cents (\$716.08) each. After the first year of the term of this Lease Tenant shall pay actual Premises Expenses as defined above in 4(a), 4(b) and 4(c).

6. The Tenant shall pay to Landlord, as billed, an amount of Twenty Five Thousand Four Hundred Sixty Seven Dollars and Fifty One Cents (\$25,467.51) based on the attached costs for additional interior improvements.

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7. Except as hereby amended, the Lease is hereby ratified and confirmed.

8. This First Amendment shall be binding upon, and shall inure to the benefit of Landlord and Tenant, and their respective successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be duly executed by their authorized officers the day and year first above written.

WYOMISSING PROFESSIONAL CENTER III, LIMITED PARTNERSHIP, a Pennsylvania limited partnership by its General Partner:

WYOMISSING PROFESSIONAL CENTER III, INC.

By: _____ /s/ Stephen J. Najarian
Vice President

Attest: _____ Stephen J. Najarian
Asst. Secretary
"Landlord"

PENN NATIONAL GAMING, INC.

By: _____ /s/ William J. Bork
President

Attest: _____ /s/ Robert S. Ippolito
Secretary
"Tenant"

SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT (the "SECOND AMENDMENT"), made the 30 day of October, 1997, by and between WYOMISSING PROFESSIONAL CENTER III, LIMITED PARTNERSHIP, a Pennsylvania limited partnership (the "Landlord"), having an address at 825 Berkshire Boulevard, Suite 203, Wyomissing, PA 19610, and PENN NATIONAL GAMING, INC. (the "Tenant"), having an address at 825 Berkshire Boulevard, Wyomissing, Pennsylvania 19610.

BACKGROUND

On or about April 1, 1995, Tenant and Wyomissing Professional Center III, Limited Partnership ("Landlord") entered into a Lease Agreement (the "Lease") pertaining to 2,120 square feet of rentable area in the building constructed at 825 Berkshire Boulevard, Wyomissing, Pennsylvania. On or about April 15, 1997 Tenant and Landlord entered into a First Amendment which increased the rentable square feet to 2,644. This Second Amendment shall increase the rentable and usable square footage.

NOW, THEREFORE, in consideration of the foregoing Background, and each party intending to be legally bound hereby, Landlord and Tenant covenant and agree as follows:

AGREEMENT

1. Paragraph 1 of the Lease is amended to read as follows:

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord 6,183 square feet of rentable floor area (the "Premises") in the building identified as in Exhibit "A" of this Second Amendment and made a part hereof. The Premises are on the second floor of a building having an address of 825 Berkshire Boulevard, Wyomissing, Pennsylvania 19610 (the "Building"), located on a parcel of land containing approximately 11 acres (the "Land"). In connection with its use of the Premises, Tenant shall have the right to use for its employees twenty five (25) undesignated and two designated parking spaces in the parking area adjacent to the Building and such other undesignated parking spaces as may be reasonably required for the conduct of its business.

All other references to the area of the Premises in the Lease are hereby amended to mean the square footage figures as stated hereinabove.

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2. Paragraph 2 of the Lease is amended to read as follows:

2. **TERM.** (a) The term of the Lease shall be ten (10) years, commencing on April 1, 1995.

All other references to the term of the Lease are hereby amended.

3. Effective October 1, 1997, Paragraph 3(a) of the Lease shall be amended to read as follows:

(b) During the remainder of the third year of the term of this Lease, Tenant shall pay Landlord equal monthly installments of Five Thousand Nine Hundred Twenty Five Dollars and Thirty Seven Cents (\$5,925.37). Such rent is calculated on the basis of \$11.50 per square foot of the rentable floor area of the Premises, which is calculated at 6,183 rentable square feet. Each lease year thereafter during the term of this Lease, the annual minimum rent shall be increased by three percent (3%) over the prior year's annual minimum rent.

4. Effective October 1, 1997, Paragraph 4(c) of the Lease shall be amended to read as follows:

The portion of Expenses which are applicable to the Premises (the "Premises Expenses") shall be determined by multiplying the Expenses by a fraction, the numerator of which is the rentable floor area of the Premises (presently assumed to be 6,183 rentable square feet), and the denominator of which is the aggregate number of rentable floor area in the Building (presently assumed to be 21,100 square feet), except that Tenant specific Expenses, including janitorial services, shall be allocated directly to each tenant in the building.

5. Effective October 1, 1997, Paragraph 4(d) of the Lease shall be amended to read as follows:

Tenant agrees to pay Landlord as additional rent hereunder all Premises Expenses incurred during the term of this Lease. Tenant shall pay \$4.00 per square foot of rentable floor area for Premises Expenses. This amount shall be paid in equal monthly installments of Two Thousand Sixty One Dollars (\$2,061) each. After the first year of the term of this Lease Tenant shall pay actual Premises Expenses as defined above in 4(a), 4(b) and 4(c).

6. The Tenant shall pay to Landlord, as billed, an amount of Ninety Thousand Fifty Two Dollars and Thirty Cents (\$90,052.30), based on the attached costs for additional interior improvements.

7. Except as hereby amended, the Lease is hereby ratified and confirmed.

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8. This Second Amendment shall be binding upon, and shall inure to the benefit of Landlord and Tenant, and their respective successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to be duly executed by their authorized officers the day and year first above written.

WYOMISSING PROFESSIONAL CENTER III, LIMITED PARTNERSHIP, a Pennsylvania limited partnership by its General Partner:

WYOMISSING PROFESSIONAL CENTER III, INC.

By: _____ /s/ Stephen J. Najarian
Vice President

Attest: _____ Stephen J. Najarian
Secretary
"Landlord"

PENN NATIONAL GAMING, INC.

By: _____ /s/ William J. Bork
President

Attest: _____ Robert S. Ippolito
Secretary
"Tenant"

THIRD AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS THIRD AMENDMENT TO COMMERCIAL LEASE AGREEMENT (the "THIRD AMENDMENT"), made the 23 day of April, 1998, by and between WYOMISSING PROFESSIONAL CENTER III, LIMITED PARTNERSHIP, a Pennsylvania limited partnership (the "Landlord"), having an address at 825 Berkshire Boulevard, Suite 203, Wyomissing, PA 19610, and PENN NATIONAL GAMING, INC. (the "Tenant"), having an address at 825 Berkshire Boulevard, Wyomissing, Pennsylvania 19610.

BACKGROUND

On or about April 1, 1995, Tenant and Wyomissing Professional Center III, Limited Partnership ("Landlord") entered into a Lease Agreement (the "Lease") pertaining to 2,120 square feet of rentable area in the building constructed at 825 Berkshire Boulevard, Wyomissing, Pennsylvania. On or about April 15, 1997 Tenant and Landlord entered into a First Amendment which increased the rentable square feet to 2,644. On or about October 30, 1997 Tenant and Landlord entered into a Second Amendment which increased the rentable square feet to 6,183. This THIRD Amendment shall decrease the rentable square footage.

NOW, THEREFORE, in consideration of the foregoing Background, and each party intending to be legally bound hereby, Landlord and Tenant covenant and agree as follows:

AGREEMENT

1. Paragraph 1 of the Lease is amended to read as follows:

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord 5,974 square feet of rentable floor area (the "Premises") in the building identified as in Exhibit "A" of this THIRD Amendment and made a part hereof. The Premises are on the second floor of a building having an address of 825 Berkshire Boulevard, Wyomissing, Pennsylvania 19610 (the "Building"), located on a parcel of land containing approximately 11 acres (the "Land"). In connection with its use of the Premises, Tenant shall have the right to use for its employees twenty five (25) undesignated and two designated parking spaces in

the parking area adjacent to the Building and such other undesignated parking spaces as may be reasonably required for the conduct of its business.

All other references to the area of the Premises in the Lease are hereby amended to mean the square footage figures as stated hereinabove.

2. Effective February 1, 1998, Paragraph 3(a) of the Lease shall be amended to read as follows:

(b) During the remainder of the third year of the term of this Lease, Tenant shall pay Landlord equal monthly installments of Five Thousand Seven Hundred Twenty Five Dollars and Eight Cents (\$5,725.08). Such rent is calculated on the basis of \$11.50 per square foot of the rentable floor area of the Premises, which is calculated at 5,974 rentable square feet. Each lease year thereafter during the term of this Lease, the annual minimum rent shall be increased by three percent (3%) over the prior year's annual minimum rent.

3. Effective February 1, 1998, Paragraph 4(c) of the Lease shall be amended to read as follows:

The portion of Expenses which are applicable to the Premises (the "Premises Expenses") shall be determined by multiplying the Expenses by a fraction, the numerator of which is the rentable floor area of the Premises (presently assumed to be 5,974 rentable square feet), and the denominator of which is the aggregate number of rentable floor area in the Building (presently assumed to be 21,100 square feet), except that Tenant specific Expenses, including janitorial services, shall be allocated directly to each tenant in the building.

4. Effective February 1, 1998, Paragraph 4(d) of the Lease shall be amended to read as follows:

Tenant agrees to pay Landlord as additional rent hereunder all Premises Expenses incurred during the term of this Lease. Tenant shall pay \$4.00 per square foot of rentable floor area for Premises Expenses. This amount shall be paid in equal monthly installments of One Thousand Nine Hundred Ninety One Dollars and Thirty Three Cents (\$1,991.33) each. After the first year of the term of this Lease Tenant shall pay actual Premises Expenses as defined above in 4(a), 4(b) and 4(c).

5. Except as hereby amended, the Lease is hereby ratified and confirmed.

6. This THIRD Amendment shall be binding upon, and shall inure to the benefit of Landlord and Tenant, and their respective successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have caused this THIRD Amendment to be duly executed by their authorized officers the day and year first above written.

WYOMISSING PROFESSIONAL CENTER III, LIMITED PARTNERSHIP, a Pennsylvania limited partnership by its General Partner:

WYOMISSING PROFESSIONAL CENTER III, INC.

By: _____ /s/ Stephen J. Najarian
Vice President

Attest: _____
Secretary
"Landlord"

PENN NATIONAL GAMING, INC.

By: _____ /s/ William J. Bork
President

Attest: _____ /s/ Robert S. Ippolito
Secretary
"Tenant"

LEASE AMENDMENT

THIS LEASE AMENDMENT (the "Amendment") made this 16th day of November, 1999, between **Penn National Gaming**, hereinafter, called "Tenant", having its principal place of business at 825 Berkshire Blvd., Suite 200 and **Wyomissing Professional Center III, LIMITED PARTNERSHIP** hereinafter called "Landlord", having its principal place of business at 825 Berkshire Blvd. Suite 203 Wyomissing, Pennsylvania 19610.

WITNESETH:

The Tenant and the Landlord have executed a Lease Agreement which includes Exhibits "A", "B", and "C", relating to the Leased Premises located at 825 Berkshire Blvd., Suite 200, Wyomissing, Pennsylvania 19610.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY and in consideration of the mutual covenants set forth herein, the Landlord, and Tenant agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein by reference.
2. **Amendment.** This Amendment is an amendment to and shall be deemed an integral part of the Lease except to the extent to which the provisions of this Amendment modify the provisions of the Lease. The provisions of the Lease shall remain in full force and effect.
3. **Defined Terms.** All capitalized terms used in this Amendment without definition which are defined in the Lease shall have the meanings set forth in the Lease.
4. **Leased Premises.** Leased premises is changed from 5,974 square feet rentable and 5,334 square feet of usable floor area to 6,674 square feet of rentable and 5,959 square feet of usable floor area.
5. **Fixed Annual Minimum Rent:** As per attached Exhibit A.
6. **Effective Date.** The effective date for Tenant's increased space and rental payments shall be September 16, 1999.
7. **Term of Lease.** Term of Lease is unchanged; ten (10) years starting April 1, 1995 and ending March 31, 2005.
8. **Binding effect.** This Amendment shall be binding upon, and shall inure to the benefit of, Landlord and Tenant, and their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Amendment of Lease Terms to be duly executed this 16th day of November, 1999.

THIS LEASE MUST BE EXECUTED FOR TENANT, IF A CORPORATION, BY THE PRESIDENT OR VICE PRESIDENT AND ATTESTED BY THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BY-LAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED TO LANDLORD.

LANDLORD:

WYOMISSING PROFESSIONAL CENTER III, LIMITED PARTNERSHIP, by its General Partner,
Wyomissing Professional Center III, Inc.

By: /s/ Stephen J. Najarian
Name: Stephen J. Najarian
Title: President

Date: _____

TENANT:

ATTEST:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

FIFTH LEASE AMENDMENT

THIS LEASE AMENDMENT (the "Amendment") made this 21 day of August, 2000, between **Penn National Gaming**, hereinafter, called "Tenant", having its principal place of business at 825 Berkshire Blvd., Suite 200 and **Wyomissing Professional Center III LIMITED PARTNERSHIP** hereinafter called "Landlord", having its principal place of business at 825 Berkshire Blvd. Suite 203 Wyomissing, Pennsylvania 19610.

WITNESETH:

The Tenant and the Landlord have executed a Lease Agreement which includes Exhibits "A", "B", and "C", relating to the Leased Premises located at 825 Berkshire Blvd., Suite 200, Wyomissing, Pennsylvania 19610.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY and in consideration of the mutual covenants set forth herein, the Landlord, and Tenant agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein by reference.
2. **Amendment.** This Amendment is an amendment to and shall be deemed an integral part of the Lease except to the extent to which the provisions of this Amendment modify the provisions of the Lease. The provisions of the Lease shall remain in full force and effect.
3. **Defined Terms.** All capitalized terms used in this Amendment without definition which are defined in the Lease shall have the meanings set forth in the Lease.

4. **Leased Premises.** Leased premises is changed from 6,674 square feet rentable and 5,959 square feet of usable floor area to 8,245 square feet of rentable and 7,362 square feet of usable floor area.
5. **Fixed Annual Minimum Rent:** As per attached Exhibit A.
6. **Effective Date.** The effective date for Tenant's increased space and rental payments shall be June 15, 2000.
7. **Term of Lease.** Term of Lease is unchanged; ten (10) years starting April 1, 1995 and ending March 31, 2005.
8. **Binding effect.** This Amendment shall be binding upon, and shall inure to the benefit of, Landlord and Tenant, and their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Amendment of Lease Terms to be duly executed this 21 day of August, 2000.

THIS LEASE MUST BE EXECUTED FOR TENANT, IF A CORPORATION, BY THE PRESIDENT OR VICE PRESIDENT AND ATTESTED BY THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE, BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BY-LAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED TO LANDLORD.

LANDLORD:

WYOMISSING PROFESSIONAL CENTER III LIMITED PARTNERSHIP, by its General Partner,
Wyomissing Professional Center III Inc.

By: /s/ Stephen J. Najarian
Name: Stephen J. Najarian
Title: President

Date: 8/21/00

TENANT:

ATTEST:

By: /s/ Robert S. Ippolito
Name: Robert S. Ippolito
Title: Sec/Treas
Date: 8/21/00

By: /s/ Susan M. Montgomery
Name: Susan M. Montgomery
Title: Office Manager
Date: 8-21-00

Period Effective Date	SF	Rate/SF	Mo. Rent	Annual Rent	Amt. Owed during period
April 1, 1995	2,120	\$ 11.00	\$ 1,943.33	\$ 23,320.00	\$ 23,320.00
April 1, 1996	2,120	\$ 11.33	\$ 2,001.63	\$ 24,019.60	\$ 12,042.70
October 1, 1996	2,644	\$ 11.33	\$ 2,496.38	\$ 29,956.52	\$ 14,937.22
April 1, 1997	2,644	\$ 11.67	\$ 2,571.27	\$ 30,855.22	\$ 15,469.88
October 1, 1997	6,183	\$ 11.50	\$ 5,925.38	\$ 71,104.50	\$ 23,961.24
February 1, 1998	5,974	\$ 11.50	\$ 5,725.08	\$ 68,701.00	\$ 11,105.09
April 1, 1998	5,974	\$ 11.85	\$ 5,896.84	\$ 70,762.03	\$ 70,762.03
April 1, 1999	5,974	\$ 12.20	\$ 6,073.74	\$ 72,884.89	\$ 33,547.02
September 16, 1999	6,674	\$ 12.20	\$ 6,785.43	\$ 81,425.14	\$ 44,170.35
April 1, 2000	6,674	\$ 12.57	\$ 6,988.99	\$ 83,867.89	\$ 17,233.13
June 15, 2000	8,245	\$ 12.57	\$ 8,634.14	\$ 103,609.64	\$ 82,319.99
April 1, 2001	8,245	\$ 12.94	\$ 8,893.16	\$ 106,717.93	\$ 106,717.93
April 1, 2002	8,245	\$ 13.33	\$ 9,159.96	\$ 109,919.47	\$ 109,919.47
April 1, 2003	8,245	\$ 13.73	\$ 9,434.75	\$ 113,217.05	\$ 113,217.05
April 1, 2004	8,245	\$ 14.14	\$ 9,717.80	\$ 116,613.57	\$ 116,613.57

ANNUAL AMOUNTS

Lease year 1, 4/95-3/96	\$ 23,320	Calendar Yr 1995	\$ 17,490
Lease year 2, 4/96-3/97	\$ 26,979.93	Calendar Yr 1996	\$ 25,328.93
Lease year 3, 4/97-3/98	\$ 50,536.21	Calendar Yr 1997	\$ 40,692.86
Lease year 4, 4/98-3/99	\$ 70,762.03	Calendar Yr 1998	\$ 70,447.06
Lease year 5, 4/99-3/00	\$ 77,717.37	Calendar Yr 1999	\$ 74,845.08
Lease year 6, 4/00-3/01	\$ 99,553.12	Calendar Yr 2000	\$ 93,950.65
Lease Year 7, 4/01-3/02	\$ 106,717.93	Calendar Yr 2001	\$ 105,940.86
Lease Year 8, 4/02-3/03	\$ 109,919.47	Calendar Yr 2002	\$ 109,119.09
Lease Year 9, 4/03-3/04	\$ 113,217.05	Calendar Yr 2003	\$ 112,392.66
Lease Year 10, 4/04-3/05	\$ 116,613.57	Calendar Yr 2004	\$ 115,764.44
		Calendar Yr 2005	\$ 29,153.39

AMENDMENT AND RESTATED LEASE AGREEMENT

THIS LEASE AMENDMENT (the "Amendment") made this 5th day of April, 2005, between **Penn National Gaming, Inc.**, a Pennsylvania corporation, hereinafter called "Tenant", having its principal place of business at 825 Berkshire Blvd., Suite 200 and **Wyomissing Professional Center III, Limited Partnership**, a Pennsylvania limited partnership, hereinafter called "Landlord", having its principal place of business at 825 Berkshire Blvd. Suite 203 Wyomissing, Pennsylvania 19610.

WITNESSETH:

The Tenant and the Landlord have executed a Lease Agreement which includes Exhibits "A" and "B", and Lease Amendments, relating to Leased Premises located at 825 Berkshire Blvd., Suite 200, Wyomissing, Pennsylvania 19610.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY and in consideration of the mutual covenants set forth herein, the Landlord, and Tenant agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein by reference.

2. **Amendment.** This Amendment is an amendment to and shall be deemed an integral part of the Lease except to the extent to which the provisions of this Amendment modify the provisions of the Lease. The provisions of the Lease shall remain in full force and effect.
3. **Defined Terms.** All capitalized terms used in this Amendment without definition which are defined in the Lease shall have the meanings set forth in the Lease.
4. **Leased Premises.** The amended Leased Premises shall be restated to be 10,145 square feet of rentable and 9,058 square feet of usable floor area.
5. **Fixed Annual Minimum Rent:** The Annual Minimum Rent for the Extension Period, as defined in Section 7 below, shall be as shown on attached Schedule "A6-1".
6. **Effective Date.** The effective date for Tenant's increased space and rental payments shall be April 1, 2005.
7. **Term of Lease.** The Lease shall be extended for an additional period of seven (7) years beginning on April 1, 2005 and ending on March 31, 2012 (the "Extension Period").
8. **Construction of Improvements and Reimbursement of Costs Incurred.** Tenant shall contract with Landlord's contractor for the construction of improvements to the Leased Premises. All such work shall be bid and performed by Landlord's contractor on an open book basis and billed at the rate of the subcontractor's or supplier's cost plus a total of 15% for construction management fee, overhead, and builder's profit

and be subject to the approval of a budget prior to the commencement of any work. In the first draw request submitted for the improvements, Tenant shall reimburse Landlord the amount of \$123,563.69 for third-party architectural, engineering and related costs previously incurred in designing alternate space in a to-be-built adjacent attached building previously considered by Tenant.

9. **Binding effect.** This Amendment shall be binding upon, and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Amendment of Lease Terms to be duly executed this 5th day of April, 2005.

THIS LEASE MUST BE EXECUTED FOR TENANT, IF A CORPORATION, BY THE PRESIDENT OR VICE PRESIDENT AND ATTESTED BY THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BY-LAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED TO LANDLORD.

LANDLORD:

Wyomissing Professional Center III, Limited Partnership, a Pennsylvania limited partnership, by its General Partner, Wyomissing Professional Center II, Inc.

By: /s/ Stephen J. Najarian
Stephen J. Najarian, President

TENANT:

Penn National Gaming, Inc., a Pennsylvania corporation

WITNESS:

By: /s/ Susan M. Montgomery
Name: Susan M. Montgomery

By: /s/ Robert S. Ippolito
Name: Robert S. Ippolito
Title: VP/Sec/Treas

SCHEDULE "A6-1"

ANNUAL MINIMUM RENT — EXTENSION PERIOD

Square Feet (SF):	10,145
Minimum Rent per SF Yr 1:	\$ 13.5
Annual Escalation:	3.0 %

Period	Lease Year	Rentable SF	Minimum Rent per SF	Monthly Min Rent	Annual Rent (the "Annual Minimum Rent")
4/1/05-3/31/06	11	10,145	\$ 13.50	\$ 11,413.13	\$ 136,957.50
4/1/06-3/31/07	12	10,145	\$ 13.91	\$ 11,755.52	\$ 141,066.23
4/1/07-3/31/08	13	10,145	\$ 14.32	\$ 12,108.18	\$ 145,298.21
4/1/08-3/31/09	14	10,145	\$ 14.75	\$ 12,471.43	\$ 149,657.16
4/1/09-3/31/10	15	10,145	\$ 15.19	\$ 12,845.57	\$ 154,146.87
4/1/10-3/31/11	16	10,145	\$ 15.65	\$ 13,230.94	\$ 158,771.28
4/1/11-3/31/12	17	10,145	\$ 16.12	\$ 13,627.87	\$ 163,534.42

AMENDMENT AND RESTATED LEASE AGREEMENT

THIS LEASE AMENDMENT (the "Amendment") made this 20 day of November, 2007, between **Penn National Gaming, Inc.**, a Pennsylvania corporation, hereinafter called "Tenant", having its principal place of business at 825 Berkshire Boulevard, Suite 200, Wyomissing, PA 19610 and **Wyomissing Professional Center III, Limited Partnership**, a Pennsylvania limited partnership, hereinafter called "Landlord", having its principal place of business at 875 Berkshire Boulevard, Suite 102, Wyomissing, Pennsylvania 19610.

WITNESSETH:

The Tenant and the Landlord have executed a Lease Agreement dated March 31, 1995, which includes Exhibits "A" and "B", and an Amendment and Restated Lease Agreement dated April 5, 2005 (collectively, the "Lease"), relating to Leased Premises located at 825 Berkshire Boulevard, Suite 200, Wyomissing, Pennsylvania 19610.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY and in consideration of the mutual covenants set forth herein, the Landlord, and Tenant agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein by reference.

2. **Amendment.** This Amendment is an amendment to and shall be deemed an integral part of the Lease. Except to the extent to which the provisions of this Amendment modify the provisions of the Lease, the provisions of the Lease shall remain in full force and effect.
3. **Defined Terms.** All capitalized terms used in this Amendment without definition which are defined in the Lease shall have the meanings set forth in the Lease.
4. **Leased Premises.** Beginning on the Effective Date as defined in Section 6. below, the Leased Premises shall be increased from 10,145 square feet of rentable and 9,058 square feet of usable floor area to 20,527 square feet of rentable and 18,328 square feet of usable floor area by the addition of 10,382 square feet of rentable and 9,270 square feet of usable floor area located on the first floor of the Building (the "First Floor Area") as described on Exhibit "A1" attached hereto.
5. **Fixed Annual Minimum Rent:** Beginning on the Effective Date as defined in Section 6. below, the Annual Minimum Rent for the Leased Premises, as defined in Section 4 above, shall be as shown on attached Schedule "A5-1".
6. **Effective Date.** The effective date for Tenant's increased space and rental payments shall be May 1, 2007 (the "Effective Date").
7. **Term of Lease.** The Term of the Lease shall include the increased Leased Premises under the terms of the Amended and Restated Lease Agreement dated April 5, 2005 that provide for a lease term ended March 31, 2012.

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8. **Construction of Improvements.** Tenant shall contract with Landlord's contractor for the demolition of existing improvements and construction of improvements to the First Floor Area per Tenant's approved plans and specifications. All such work shall be bid and performed by Landlord's contractor on an open book basis and billed at the rate of the subcontractor's or supplier's cost plus a total of 15% for construction management fee, overhead, and builder's profit and be subject to the approval of a budget prior to the commencement of any work. The terms shall be included in an AIA101 construction agreement between the parties.
9. **Binding Effect.** This Amendment shall be binding upon, and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Amendment of Lease Terms to be duly executed this 20th day of November 2007.

THIS LEASE MUST BE EXECUTED FOR TENANT, IF A CORPORATION, BY THE PRESIDENT OR VICE PRESIDENT AND ATTESTED BY THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BY-LAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED TO LANDLORD.

LANDLORD:

Wyomissing Professional Center III, Limited Partnership, a Pennsylvania limited partnership, by its General Partner, Wyomissing Professional Center III, Inc.

By: /s/ Peter W. Carlino
Peter W. Carlino, Vice President

TENANT:

Penn National Gaming, Inc., a Pennsylvania corporation

WITNESS:

By: /s/ Susan M. Montgomery
Name: Susan M. Montgomery

By: /s/ Robert S. Ippolito
Name: Robert S. Ippolito
Title: VP/Sec/Treas

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SCHEDULE "A5-1"

ANNUAL MINIMUM RENT

Rentable Square Feet (RSF), 1st Floor	10,145
Rentable Square Feet (RSF), 2nd Floor	10,382
Total Rentable Square Feet (RSF)	20,527
Minimum Rent per RSF (at 5/01/07)	\$ 14.32
Annual Escalation	3.0

Period	Lease Year	RSF	Minimum Rent per RSF (b)	Monthly Min.Rent (a)	"Annual Minimum Rent"
5/1/07 to 3/31/08	13 (a)	20,527	\$ 14.32	\$ 24,495.55	\$ 245,238.33
4/1/08 to 3/31/09	14	20,527	\$ 14.75	\$ 25,230.42	\$ 302,765.04
4/1/09 to 3/31/10	15	20,527	\$ 15.19	\$ 25,987.33	\$ 311,847.99
4/1/10 to 3/31/11	16	20,527	\$ 15.65	\$ 26,766.95	\$ 321,203.43
4/1/11 to 3/31/12	17	20,527	\$ 16.12	\$ 27,569.96	\$ 330,839.53

- (a) The Lease provides that no rent or operating expense reimbursement is due on the increased space of 10,382 square feet for the months of May and June 2007. The monthly minimum rent for May and June 2007, respectively, is \$12,389.19.
- (b) Shown at two decimal places. Actual rent calculated at extended decimal places

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THIRD AMENDMENT AND RESTATED LEASE AGREEMENT

THIS LEASE AMENDMENT (the "Amendment") made this 25th day of May, 2012, between **Penn National Gaming, Inc.**, a Pennsylvania corporation, hereinafter called "Tenant", having its principal place of

business at 825 Berkshire Boulevard, Wyomissing, PA 19610 and **Wyomissing Professional Center III, Limited Partnership** (825), a Pennsylvania limited partnership, hereinafter called "Landlord", having its principal place of business at 875 Berkshire Boulevard, Suite 102, Wyomissing, Pennsylvania 19610.

WITNESSETH:

The Tenant and the Landlord have executed a Lease Agreement (the original Lease) dated March 31, 1995, which includes Exhibits "A" and "B", an Amendment and Restated Lease Agreement (the First Amendment) dated April 5, 2005, and an Amendment and Restated Lease Agreement (the Second Amendment) dated November 20, 2007 (collectively, the "Lease"), relating to Leased Premises located at 825 Berkshire Boulevard, Wyomissing, Pennsylvania 19610.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY and in consideration of the mutual covenants set forth herein, the Landlord, and Tenant agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein by reference.
2. **Amendment.** This Amendment is an amendment to and shall be deemed an integral part of the Lease. Except to the extent to which the provisions of this Amendment modify the provisions of the Lease, the provisions of the Lease shall remain in full force and effect.
3. **Defined Terms.** All capitalized terms used in this Amendment without definition which are defined in the Lease shall have the meanings set forth in the Lease.
4. **Fixed Annual Minimum Rent.** The Annual Minimum Rent for the Second Extension Period, as defined in Section 5. below, shall be as shown on the table below.

Space (RSF):	20,527
Minimum Rent/RSF:	\$ 16
Annual Escalation:	2.5%

Second Extension Period	RSF	per RSF	ANNUAL MINIMUM RENT	
			Annual	Monthly
6/1/12 - 5/31/13	20,527	\$ 16.00	\$ 328,432.00	\$ 27,369.33
6/1/13 - 5/31/14	20,527	\$ 16.40	\$ 336,642.80	\$ 28,053.57
6/1/14 - 5/31/15	20,527	\$ 16.81	\$ 345,058.87	\$ 28,754.91
6/1/15 - 5/31/16	20,527	\$ 17.23	\$ 353,680.21	\$ 29,473.35
6/1/16 - 5/31/17	20,527	\$ 17.66	\$ 362,506.82	\$ 30,208.90
6/1/17 - 5/31/18	20,527	\$ 18.10	\$ 371,538.70	\$ 30,961.56
6/1/18 - 5/31/19	20,527	\$ 18.55	\$ 380,775.85	\$ 31,731.32

5. **Term of Lease.** The Term of the Lease shall be extended for an additional period of seven (7) years beginning on June 1, 2012 and ending on May 31, 2019 (the "Second Extension Period").
6. **Binding Effect.** This Amendment shall be binding upon, and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Amendment of Lease Terms to be duly executed this 25th day of May, 2012.

THIS LEASE MUST BE EXECUTED FOR TENANT, IF A CORPORATION, BY THE PRESIDENT OR VICE PRESIDENT AND ATTESTED BY THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL

OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BY-LAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED TO LANDLORD.

LANDLORD:

Wyomissing Professional Center III, Limited Partnership, a Pennsylvania limited partnership, by its General Partner, Wyomissing Professional Center III, Inc.

By: /s/ Peter W. Carlino
Peter W. Carlino, President

TENANT:

Penn National Gaming, Inc., a Pennsylvania corporation

WITNESS:

By: /s/ Susan M. Montgomery
Name: Susan M. Montgomery

By: /s/ Robert S. Ippolito
Name: Robert S. Ippolito
Title: VP/Sec/Treas

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**SIXTH LEASE AMENDMENT
(825 BERKSHIRE BOULEVARD)**

THIS SIXTH LEASE AMENDMENT (the "Amendment") made this 12th day of May, 2021, between **Penn National Gaming, Inc.**, a Pennsylvania corporation, hereinafter called "Tenant", having its principal place of business at 825 Berkshire Boulevard, Wyomissing, PA 19610 and **Wyomissing Professional Center III, Limited Partnership (825)**, a Pennsylvania limited partnership, hereinafter called "Landlord", having its principal place of business at 875 Berkshire Boulevard, Suite 102, Wyomissing, Pennsylvania 19610.

WITNESSETH:

The Tenant and the Landlord have executed a Lease Agreement (the original Lease) dated March 31, 1995, 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, and May 25, 2012, respectively (collectively, the "Lease"), relating to leased premises located at 825 Berkshire Boulevard, Wyomissing, Pennsylvania 19610.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY and in consideration of the mutual covenants set forth herein, the Landlord, and Tenant agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein by reference.
2. **Amendment.** This Amendment is an amendment to and shall be deemed an integral part of the Lease. Except to the extent to which the provisions of this Amendment modify the provisions of the Lease, the provisions of the Lease shall remain in full force and effect.
3. **Defined Terms.** All capitalized terms used in this Amendment without definition which are defined in the Lease shall have the meanings set forth in the Lease.
4. **Leased Premises.** The defined leased premises shall consist of a total space of 20,527 rentable square feet, as identified in the Lease.

5. **Term of Lease.** Landlord and Tenant desire to extend the term of this Lease until **December 31, 2022** under the same terms and conditions of the base Lease except as modified herein.
6. **Fixed Annual Minimum Rent.** During the Term, the Annual Minimum Rent shall be as shown in the table below, provided that with respect to any portion of the leased premises that will be occupied prior to June 1, 2021 Tenant shall pay to Landlord \$19.48/square foot per month from June 1, 2021, plus Tenant's share of Expenses.

Renewal Period		RSF	Per RSF	Annual	Monthly
06/01/2021	05/31/2022	20,527	\$ 19.48	\$ 399,865.96	\$ 33,322.16
06/01/2022	12/31/2022	20,527	\$ 19.97	\$ 409,924.19	\$ 34,160.35

7. **Tenant's Share of Expenses.** Tenant to pay full pro-rata share of all actual operating expenses. Including a Reimbursable Property Management Fee which shall increase by three percent (3%) per rentable square foot annually, effective January 1, 2022.

Year 1	Lease	ESTIMATED EXPENSES			
		RSF	per RSF	Annual	Monthly
2021		20,527	\$ 7.79	\$ 159,905.33	\$ 13,325.44

8. **Janitorial.** Tenant shall be responsible for all janitorial services within the Leased Premises.
9. **Utilities.** Tenant shall be responsible for all utility services within the Leased Premises.
10. **Effective Date.** The effective date of this Amendment shall be May 12, 2021.
11. **Renewal Period.** Tenant shall be provided one (1) five (5) year option to renew by providing Landlord with at least One Hundred Eighty (180) days written notice prior to the expiration of its lease term.
12. **Amendment and Revival.** This Amendment is an amendment to and shall be deemed an integral part of the Lease. Except to the extent to which the provisions of this Amendment modify the provisions of the Lease, the provisions of the Lease shall remain in full force and effect. To the extent that the Term of the Lease has expired or otherwise been terminated prior to the date of this Amendment, this Amendment shall serve as a revival of the Lease. Both parties shall be bound by the Lease, as amended hereby, and any and all rights and remedies of both parties hereto shall be restored on the terms set forth in the Lease.
13. **Binding effect.** This Amendment shall be binding upon, and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Amendment to be duly executed this day of May 2021.

LANDLORD:

Wyomissing Professional Center III, Limited Partnership, a Pennsylvania limited partnership, by its General Partner, Wyomissing Professional Center III, Inc.

By: /s/ Peter W. Carlino
Peter W. Carlino, President

TENANT:

Penn National Gaming, Inc., a Pennsylvania corporation

WITNESS:

By: /s/ Amanda Garber
Name: Amanda Garber

By: /s/ Harper Ko
Name: Harper Ko
Title: EVP, Chief Legal Officer and Secretary

THE CORPORATE CAMPUS AT SPRING RIDGE

SUMMARY OF LEASE TERMS

The terms of this Lease (the "Lease") set forth on these summary pages (the "Summary") are for convenience and are subject to further explanation in the Lease. All terms defined on these summary pages are incorporated by reference into the Lease as if set forth in their entirety therein.

		<u>Reference</u>
1.	<p>Landlord's Name and Address:</p> <p>Wyomissing Professional Center II, Limited Partnership (the "Landlord") 825 Berkshire Boulevard Suite 203 Wyomissing, Pennsylvania 19610 Attention: Mr. Stephen J. Najarian</p>	¶38
2.	<p>Tenant's Name and Address:</p> <p>Penn National Gaming, Inc. (the "Tenant") 825 Berkshire Boulevard, Suite 200 Wyomissing, Pennsylvania 19610</p>	¶38
3.	<p>Leased Premises:</p> <p>The area shown on <u>Exhibit "A"</u>, attached hereto and made a part hereof (the "Premises"), containing approximately 4,388 square feet of rentable floor area, situate on the ground floor of a building (the "Building") constructed on the land. The building contains approximately 20,325 square feet of rentable floor area. Determination of actual rentable areas will be made subsequent to completion of design of Tenant interior layout, and the space will be measured in accordance with BOMA standards.</p>	¶1

4. Building Location: ¶1
The Building will be located on a tract of land (the "Land") consisting of approximately 15 acres, located on the North side of Berkshire Boulevard, and the East side of Paper Mill Road in the Borough of Wyomissing, Berks County, Pennsylvania.
5. Building Common Area: ¶14(c)
The area shown on Exhibit "E" attached hereto and made a part hereof (the "Building Common Area").
6. Parking Spaces: ¶1
In connection with its use of the Premises, Tenant shall have the right to use 18 undesignated parking spaces (collectively, the "Parking Spaces") in the parking area adjacent to the Building.
7. Date of Lease: ¶2
January 25, 2002
8. Commencement Date: ¶2
The term of this Lease shall commence on the first to occur of (a) the date on which Tenant takes occupancy of or commences business at the Premises, or (b) the date of substantial completion, being the date when a certificate of occupancy for the Premises is issued by the applicable municipal authority (whichever date occurs first, the "Commencement Date"). The anticipated Commencement Date is March 30, 2002.
9. Term: ¶2
Ten (10) years from the first day of the first full month of occupancy after the Commencement Date (the "Term"). Tenant shall have the ability, with six (6) months prior notice, to cancel the lease on the five (5) year anniversary date without penalty.

Tenant shall have the option to extend this lease for one period of five (5) years with rent escalating at 2% annually above the prior year's rent.

10. ¶3
Fixed Annual Minimum Rent:
Starting rent based on \$13.00 per rentable square foot. Rent to be pro rated during any partial months. 2% annual increase over prior year's Annual Minimum Rent.

Premises Size	4,388
Starting Rate per SF	\$ 13
Annual escalation	2.0 %

Time Period	Rentable Sq. Ft.	Annual Rent per SF	Monthly Rent	Annual Rent (the "Annual Minimum Rent")
Year 1	4,388	\$ 13.00	\$ 4,753.67	\$ 57,044.00
Year 2	4,388	\$ 13.26	\$ 4,848.74	\$ 58,184.88
Year 3	4,388	\$ 13.53	\$ 4,945.71	\$ 59,348.58
Year 4	4,388	\$ 13.80	\$ 5,044.63	\$ 60,535.55
Year 5	4,388	\$ 14.07	\$ 5,145.52	\$ 61,746.26
Year 6	4,388	\$ 14.35	\$ 5,248.43	\$ 62,981.19
Year 7	4,388	\$ 14.64	\$ 5,353.40	\$ 64,240.81
Year 8	4,388	\$ 14.93	\$ 5,460.47	\$ 65,525.63
Year 9	4,388	\$ 15.23	\$ 5,569.68	\$ 66,836.14
Year 10	4,388	\$ 15.54	\$ 5,681.07	\$ 68,172.86

11. Tenant's Share of Expenses ("Premises Expenses"): ¶4(c)
 Tenant to pay full pro-rata share of all operating expenses. First year budget based on \$3.25 per SF of rentable floor area not including janitorial expenses. Exhibit "B"

Time Period	Rentable Sq. Ft.	Premises Expenses/ Monthly	Premises Expenses/ Annually
Year 1	4,388	\$ 3.25	\$ 14,261

12. Building Standard Work Allowance: ¶10
 \$0.00 per square foot of usable floor area of the Premises (the "Building Standard Work Allowance"). The entire cost for the Fit—Out to be borne by the Tenant.
13. Security Deposit: ¶5
Waived
14. Use of Premises: ¶6
 General office uses (the "Permitted Use").

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Summary of Lease Terms to be duly executed this 30 day January 2002.

THIS LEASE MUST BE EXECUTED FOR TENANT, IF A CORPORATION, BY THE PRESIDENT OR VICE PRESIDENT AND ATTESTED BY THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL

OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BY-LAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED TO LESSOR.

WYOMISSING PROFESSIONAL CENTER II, LIMITED PARTNERSHIP, a Pennsylvania limited partnership, by its General Partner, WYOMISSING PROFESSIONAL CENTER II, INC.

By /s/ Stephen J. Najarian
Stephen J. Najarian, President

("Landlord")

ATTEST:

By: /s/ Susan M. Montgomery

Name: Susan M. Montgomery

Title: Asst. to Chairman

By: /s/ Robert S. Ippolito

Name: Robert S. Ippolito

Title: Vice President/Sec/Treas

Date: 1/30/02

("Tenant")

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LEASE AGREEMENT

IN CONSIDERATION of the mutual promises contained herein, and intending to be legally bound hereby, Landlord and Tenant, in addition to the foregoing Summary, agree as follows:

1. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises. In connection with its use of the Premises, Tenant shall have the right to use the Parking Spaces.
2. TERM.
 - (a) The Term of this Lease shall commence on the Commencement Date, unless construction is delayed as provided in Paragraph 9(b).
 - (b) Within thirty (30) days after the Commencement Date, Landlord and Tenant shall execute a letter agreement specifying the Commencement Date. Failure to execute such letter agreement shall in no way cause this Lease not to remain in full force and effect.
 - (c) Tenant shall have the right to renew this lease for one (1) five (5) year renewal period under the same terms and conditions of the base lease with the exception that the starting rent for the period shall be 2% higher than the previous year's rent. Six (6) months written notice will be required to exercise such options by Tenant.
 - (d) Tenant shall surrender and deliver up the Premises at the end of the Term of this Lease in good order and condition as of the date of execution hereof, reasonable use and natural wear and tear excepted. If Tenant fails to surrender the Premises to Landlord on the date as required herein, Tenant shall hold Landlord harmless from all damages, direct and indirect, resulting from Tenant's failure to surrender the Premises as herein

provided, including but not limited to claims made by a succeeding tenant resulting from Landlord's inability to deliver the Premises, or any part thereof, due to Tenant's failure to surrender the Premises.

(i) Should the Tenant, without the express written consent of the Landlord, continue to hold and occupy the Premises after the expiration of the Term of this Lease, such holding over shall be considered a tenancy at sufferance, and not for any other term whatsoever, which may be terminated by the Landlord at the will of the Landlord by giving Tenant written notice thereof, and at any time thereafter the Landlord may re-enter and take possession of the Premises, by force or otherwise. Rent during any such holding over shall be charged and paid by Tenant at the rate of 150% of the monthly rent reserved herein as the monthly rental due for that month immediately preceding the holding over.

(e) Definition of Lease Year: A "lease year," as herein referred to, shall consist of that full twelve (12) month period commencing on the first day of the first full month during which this Lease is in full force and effect and of each full twelve (12) month period thereafter. If the Commencement Date of this Lease, as provided aforesaid, is a day not the first day of the month, the first lease year shall consist of the remainder of that first month and the first full twelve (12) months thereafter.

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3. RENT.

(a) During the term of this Lease, Tenant shall pay Landlord the Annual Minimum Rent in equal monthly installments. To the extent that the actual rentable floor area of the Premises is different from the area shown on the Summary, as certified by Landlord's architect, the Annual Minimum Rent shall be adjusted accordingly.

(b) All rent shall be payable in advance, without demand, on the first day of each calendar month during the term of this Lease, except the first monthly installment shall be paid upon the signing of this Lease. The first and last monthly payments shall be prorated on a per diem basis for any period less than a full calendar month.

(c) All rent and additional rent shall be payable without any deduction, offset or counterclaim. All rent and additional rent due hereunder shall be payable in immediately available funds at Landlord's address set forth in the Summary or at such other place as may be designated by Landlord.

(d) Tenant shall also pay as rent any sums which may become due by reason of the failure of Tenant to comply with any covenants of this Lease and any damages, costs, expenses and reasonable attorneys' fees which Landlord may incur by reason of any failure on Tenant's part to comply with any covenants of this Lease.

(e) Tenant shall pay a late charge at the rate of five percent (5%) on each dollar of rent, or any other sum collectible as rent under this Lease, which is not paid within ten (10) days after the same is due.

(f) This Lease shall be deemed and construed to be a "net-net-net" lease, so that the Annual Minimum Rent provided for herein shall be an absolute net return to Landlord throughout the term of this Lease, free of any expense, charge or other deduction whatsoever, with respect to the Premises and/or the ownership, leasing, operation, maintenance, repair, rebuilding, use or occupation thereof, or of any portion thereof, or with respect to any interest of Landlord therein, except as may be expressly provided for otherwise herein.

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4. TENANT'S SHARE OF EXPENSES.

(a) In addition to the payment of Annual Minimum Rent as provided herein, Tenant shall pay as additional rent hereunder its proportionate share (as described in Paragraph 4(c)) of all Expenses (as hereinafter defined) incurred during each calendar year of the term of this Lease, as provided herein. For purposes hereof, "Expenses" shall mean all real estate taxes, real estate assessments, insurance premiums (other than Tenant's liability insurance), and other costs and expenses of every type and character incurred by Landlord in operating and maintaining the Building and the Land (or portion of the Land relating to the Building), including without limitation, the common areas thereof, all fixtures and equipment therein or thereon, water and sewer charges as metered, repair and maintenance of fixtures, equipment and utility systems relating to the Premises, janitorial services (if any) provided to Tenant, trash removal costs pertaining to the Building, grass cutting, landscape maintenance, snow removal and parking area repair, maintenance, repaving, cleaning and striping, costs of lighting the parking area, and all fees, charges and expenses imposed or assessed against the Building and its owner(s) by any applicable owners

association. Expenses shall be pre-paid on a monthly basis during each calendar year of the term of this Lease as provided herein. Attached hereto as Exhibit "B" and made a part hereof is the current budget estimate and operating description for the operation of the Building and the Land. All items on the budget shall be included as Expenses, but other Expenses may be incurred from time to time.

(b) For purposes hereof, "Expenses" shall not include:

(i) Costs for which Landlord is reimbursed or indemnified (either by an insurer, condemnor, tenant, warrantor or otherwise) or, in the event Landlord fails to properly insure the Building, then Expenses shall not include expenses for which Landlord would have been reimbursed if Landlord had adequately insured the Building.

(ii) Expenses incurred in leasing or procuring tenants, including lease commissions, advertising expenses, management and leasing offices, lease negotiation and review, expenses and renovating space for tenants, and legal expenses incurred in enforcing the terms of any tenant leases.

(iii) Interest or amortization payments on any mortgages.

(iv) Costs representing an amount paid to an affiliate of Landlord which is in excess of the amount which would have been paid in the absence of such relationship.

(v) Costs specifically billed to and paid by specific tenants, including, without limitation, expenses for work performed for other tenants in the Building and expenses to be billed to other tenants for excess utility use or other services that are beyond normal office use. There shall be no duplication of costs or reimbursement.

(vi) Depreciation and costs incurred by Landlord for alterations that are considered capital improvements and replacements under generally accepted accounting principles consistently applied, except that the annual amortization of these costs shall be included in the following two instances:

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(A) The annual amortization over its useful life (not to be less than ten (10) years) with a reasonable salvage value on a straight line basis of the cost of any improvement made by Landlord and required by any changes in applicable laws, rules, or regulations of any governmental authority enacted after the Building was fully assessed as a completed and occupied unit and the Lease was signed.

(B) The annual amortization over its useful life (not to be less than ten (10) years) with a reasonable salvage value on a straight line basis of the cost of any equipment or capital improvements made by Landlord after the Building was fully assessed as a completed and occupied unit and the Lease was signed, as a labor-saving measure or to accomplish other savings in operating, repairing, managing, or maintaining of the Building or Land, but only to the extent of the savings realized.

(vii) Salaries other than salary for a building manager and/or maintenance personnel or salary reimbursement to the Landlord equal to \$0.35 per rentable square foot of floor area annually.

(viii) Landlord's personal property and Landlord's own occupancy costs, if any, in the Building.

(c) The portion of Expenses which are applicable to the Premises (the "Premises Expenses") shall be determined by multiplying the Expenses by a fraction, the numerator of which is the rentable floor area of the Premises as shown on the Summary and the denominator of which is the aggregate number of rentable floor area in the Building as shown on the Summary. In addition, Tenant shall have responsibility for the entire amount of Expenses relating directly to the cost of operating the Premises, which does not include any other portion of the Building Common Area, such as janitorial services or the repair, maintenance, or Tenant required modification of the heating, ventilating or air-conditioning ("HVAC") system relating directly to the Premises. Tenant shall be responsible for its proportionate share of the entire amount of janitorial services and maintenance costs relating directly to the Building Common Area, on an occupied area basis.

(d) Tenant agrees to pay Landlord as additional rent hereunder all Premises Expenses incurred during the term of this Lease, including any and all increases in the Premises Expenses.

(e) Tenant shall pay Landlord monthly, in advance, on the first day of each calendar month during the term of this Lease, and pro rata for the fraction of any month, the sum estimated by Landlord to be one-twelfth (1/12th) of Tenant's share of all Premises Expenses. If at any time and from time to time it is determined by Landlord that Tenant's estimated payments will be insufficient to pay Tenant's share of such Premises Expenses, the Landlord shall have the right to adjust the amount of Tenant's estimated payments upon thirty (30) days prior written notice, and Tenant agrees to thereafter pay the adjusted estimated payment on a monthly basis.

(f) Within one hundred twenty (120) days after the end of each calendar year, Landlord shall deliver to Tenant (i) a written itemization of Expenses for the prior Lease year and (ii) an estimate of the then current Lease year's Expenses and Tenant's share of the Premises Expenses. An

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adjustment shall be made between the aggregate total of Tenant's share of estimated Premises Expenses actually paid by Tenant during the prior Lease year, and Tenant's share of Premises Expenses actually incurred during the prior Lease year, so that Landlord shall reimburse Tenant for any excess paid by Tenant, and Tenant shall pay any deficiency to Landlord within ten (10) days of demand. If Tenant disagrees with the accuracy of the Expenses as set forth in Landlord's itemization statement, Tenant shall give written notice to Landlord to that effect, but shall nevertheless make payment in accordance with the terms of this Paragraph.

(g) Landlord shall permit Tenant to inspect its records with respect to the Expenses at a mutually convenient time and place. Any information obtained by Tenant pursuant to the provisions of this Paragraph shall be treated as confidential, except in any litigation between the parties.

(h) If due to a change in the laws presently governing taxation, any franchise tax or tax on income, profit, rentals or occupancies from or of the Premises shall be levied or imposed against the Landlord (other than business privilege tax, which is considered an Expense) in lieu of any tax or assessment that would otherwise constitute a real estate tax, such franchise, income, profit tax or tax on rentals shall be deemed to be a real estate tax and included as part of the Expenses.

5. SECURITY DEPOSIT. Waived

6. USE. The Premises shall be used only for the Permitted Use and shall not be used for any other purpose. Tenant will not use, and will not permit the use of, the Premises for any purpose which is unlawful or in violation of any statute, ordinance, rule, regulation or restriction governing the use of the Premises.

7. SERVICES AND FACILITIES. The following services and facilities shall be supplied by Landlord to Tenant in connection with Tenant's use of the Premises, in common (where applicable) with other tenants of the Building:

(a) The cost of the services described in this Paragraph are to be included as part of the Premises Expenses, except for electricity and gas, which shall be billed directly to the Tenant from the utility companies.

(b) Landlord shall furnish and maintain HVAC equipment and facilities for the Premises, in accordance with Tenant's layout and specifications, for the comfortable occupancy of the Premises. Comfortable occupancy shall mean temperatures of 68°-74°F throughout the Premises on a year-round basis, provided Tenant does not exceed an electrical load of six (6) watts per square foot and an occupancy level of one person for each 150 square feet. HVAC shall be under Tenant's control with respect to the hours of operation. Tenant shall pay directly for the electricity and gas it consumes for HVAC.

(c) Landlord shall maintain and repair the HVAC, electrical and plumbing systems servicing the Premises, the ceiling and lighting in the Premises, and the Building, its common areas, exterior, and all of the Building systems in a first class manner. The costs of this maintenance shall be included as part of the Expenses.

(d) Landlord shall provide lamping of all lighting fixtures in the Premises.

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(e) Landlord shall have no responsibility or liability to Tenant, nor shall there be any abatement in rent, for any failure to supply any services or facilities as provided herein during such period as Landlord deems advisable or necessary in order to make repairs, alternations or improvements or because of labor disturbances, strikes, accidents or any other causes beyond Landlord's control.

(f) Landlord shall be responsible, at Landlord's sole cost and expense, for structural repairs and replacement of HVAC units installed in the Building. Except as otherwise provided in Paragraph 7(c) hereof, these repairs shall not be included as part of the Expenses.

8. UTILITIES. Landlord shall install meters for measuring Tenant's electric and gas usage and all other utility services to the Premises, and Tenant shall pay the utility company directly for such usage, which shall be in addition to the Expenses as defined herein.

9. CONSTRUCTION OF BUILDING.

(a) Landlord shall construct the Building on the Land in accordance with its plans and specifications for the Building.

(b) If the Landlord is delayed at any time in the progress of constructing the Building by changes requested by Tenant, by labor disputes, unavailability of materials or supplies, fire, war or civil disobedience, unusual delay in transportation, unavoidable casualties, acts of God, or any other cause beyond the Landlord's control, the Commencement Date shall be extended for a period of time equal to the period of such delay.

(c) Landlord warrants and represents to Tenant that no part of the Premises or Building (including the walls, ceilings, structural steel, flooring and pipes) shall be wrapped, insulated or fireproofed with any asbestos, asbestos-containing material or other hazardous material.

(d) Landlord agrees to deliver possession of the Premises to Tenant in compliance with all zoning and all other municipal, county, state and federal governmental laws, codes and requirements, including the Americans with Disabilities Act.

10. BUILDING STANDARD WORK ALLOWANCE.

(a) Tenant will be entirely responsible for interior improvements to be made to the Premises. All such improvements shall be made in accordance with Tenant's plans and specifications, marked as Exhibits "A" and "E" attached hereto and made a part hereof, subject to Landlord's review and approval from an engineering standpoint. All such work shall be performed by Landlord's contractors and billed at the rate of the subcontractor's or supplier's cost plus a total of 15% for construction management fee, overhead, and builder's profit.

(b) The cost of the work performed in the Premises "interior improvements", Tenant agrees to pay for this entire amount promptly upon billing therefor.

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11. SIGNS. Landlord agrees to provide or allow exterior signage as follows: Exterior signage consisting of a building directional sign on the interior campus road frontage, and a building tenant directory at the exterior of the building.

12. AFFIRMATIVE COVENANTS OF TENANT. Tenant covenants and agrees that it will without demand:

(a) Comply with all requirements of any governmental authorities which apply to Tenant's use of the Premises. Promptly comply, or cause compliance, with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state, county and municipal governments and appropriate departments, commissions, boards and officers thereof; foreseen or unforeseen, ordinary or extraordinary, and whether or not within the present contemplation of the parties hereto or involving any change of governmental policy and irrespective of the cost thereof, which may be applicable to the Premises, including, without limitation, the fixtures and equipment thereof and the use or manner of use of the Premises.

(b) Comply with the rules and regulations from time to time made by Landlord for the safety, care, upkeep and cleanliness of the Premises, the Building and the Land. Tenant agrees that such rules and regulations shall, when written notice thereof is given to Tenant, form a part of this Lease.

(c) Keep the Premises and Building Common Area in good order and condition, excepting only ordinary wear and tear and damage by accidental fire or other casualty not occurring through the action or negligence of Tenant or its agents, employees and invitees.

- (d) Peaceably deliver up and surrender possession of the Premises to Landlord at the expiration or sooner termination of this Lease, in the same condition in which Tenant has agreed to keep the Premises during the term of this Lease, and promptly deliver to Landlord at its office all keys for the Premises.
- (e) Give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises within twenty-four (24) hours of occurrence thereof
- (f) Give to Landlord a copy of any written notice concerning the Premises within twenty-four (24) hours of Tenant's receipt thereof
- (g) Cause its employees and visitors to park their cars only in those portions of the parking area as may be designated for that purpose by Landlord, and not use or permit the use of any more parking spaces in the parking area than are permitted in Paragraph 1 herein.
- (h) Promptly upon Landlord's request, deliver to Landlord's lender copies of Tenant's annual financial statements for the past two (2) years.

13. NEGATIVE COVENANTS OF TENANT. Tenant covenants and agrees that it will do none of the following without the prior written consent of Landlord:

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- (a) Place or allow to be placed any sign, projection or device upon the Premises or on the inside or outside of the Building contrary to the provisions of this Lease.

(b) Make any alterations, improvements or additions to the Premises. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this Lease, shall remain upon the Premises at the expiration or sooner termination of this Lease and become the property of Landlord, unless Landlord, prior to the termination of this Lease, shall have given written notice to Tenant to remove the same, in which event Tenant shall remove such alterations, improvements and additions or fixtures, and restore the Premises to the same good order and condition in which they were upon initial occupancy.

(c) Do or suffer to be done any act objectionable to any insurance company whereby the insurance or any other insurance now in force or hereafter placed on the Premises or the Building shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of the signing of this Lease. In case of a breach of this covenant (in addition to all other remedies herein given to Landlord) Tenant agrees to pay Landlord as additional rent any and all increases of premiums on insurance reasonably carried by Landlord on the Premises or the Building caused in any way by the use or occupancy of the Premises by the Tenant.

14. NO MECHANICS' LIENS.

(a) Subsequent to the Commencement Date, any construction work performed by or at the direction of Tenant within the Premises shall be performed in a good and workmanlike manner, and in accordance with the requirements of all applicable laws. Tenant, at its sole cost and expense, shall apply for and provide with reasonable diligence all necessary permits and licenses required for any such construction work. Prior to the commencement of any work or delivery of any materials to the Premises, Building or Land, Tenant shall cause each contractor to sign a Waiver of Right to File Mechanics' Liens and Mechanics' Lien Claims, which shall be filed in the Office of the Prothonotary in the Court of Common Pleas of Berks County, Pennsylvania. Tenant shall keep the Premises, Building and Land free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days after the filing or recording of any such lien. Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same, such reimbursement to be made within ten (10) days after Landlord has given Tenant a statement setting forth the amount of such costs and expenses. The failure of Tenant to pay any such amount to Landlord within such 10-day period shall carry with it the same consequences as failure to pay any installment of rent hereunder.

(b) Prior to the commencement of any work hereunder, Tenant shall cause each of its contractors to indemnify Landlord and hold it harmless from and against all personal injury and property damage liability incurred during the course of its work and to provide a builder's "all-risk" insurance policy, which policy will be in force during the entire term of the work being performed on the Premises. The insurance shall be in an amount acceptable to the Landlord and the Tenant, and shall name the Tenant, the Landlord and the Landlord's

lender, as their respective interests may appear, as additional insureds. The insurance coverage shall provide for at least thirty (30) days' notice of cancellation, non-renewal or change. A certificate of insurance satisfactory to the Tenant, Landlord and Landlord's lender, shall be submitted to the Landlord and the Landlord's lender prior to the

commencement of any work in the Premises.

(c) Within thirty (30) days after completion of any construction in the Premises, Tenant shall deliver to Landlord a complete set of "as built" plans of such work, including without limitation, architectural, mechanical, plumbing and electrical plans, certified to Landlord by a duly licensed Pennsylvania engineer.

15. LANDLORD'S RIGHT TO ENTER. Tenant shall permit Landlord, Landlord's agents, servants, employees, and prospective buyers or any other persons authorized by Landlord, to inspect the Premises at any time, and to enter the Premises for the purposes of cleaning and, if Landlord shall so elect, for making reasonable alterations, improvements or repairs to the Building, or for any reasonable purpose in connection with the operation and maintenance of the Building, and during the last one (1) year of the term of this Lease, for the purpose of exhibiting the same for sale or lease. Landlord or its agents shall have the right (but shall not be obligated) to enter the Premises in any emergency at any time without prior notice to Tenant, but Landlord shall notify Tenant by telephone of such entry either during or immediately following such emergency.

16. RELEASE OF LANDLORD.

(a) Unless caused by the negligence of Landlord, or unless Landlord fails to perform its duties under this lease, Tenant shall be responsible for and hereby relieves Landlord from any and all liability by reason of any injury, loss, or damage to any person or property in the Premises, whether the same be due to fire, breakage, leakage, water flow, gas, use, misuse, or defects therein, or condition anywhere in the Premises, failure of water supply or light or power or electricity, wind, lightning, storm, or any other cause whatsoever, whether the loss, injury or damage be to the person or property of Tenant or any other persons.

(b) Tenant acknowledges that Tenant has inspected the Premises and that the Premises are being leased "AS IS" as a result of such inspection and not as a result of any representations made by Landlord. Landlord makes no representation or warranty to Tenant, express or implied, that the Premises are free from hazardous or toxic substances, materials or wastes which are or become regulated by any federal, state or local governmental authority or that the Premises are in compliance with any federal, state or local environmental laws or regulations. Tenant acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed rental payments are fair and reasonable.

OR FOR NEW CONSTRUCTION

Landlord makes no warranty to Tenant, express or implied, that the Premises are free from hazardous or toxic substances, materials or wastes which are or become regulated by any federal, state or local governmental authority or that the Premises are in compliance with any federal, state or local environmental laws or regulations. However, to the best of its knowledge, Landlord represents that the building and/or premises are free of hazardous substances. Upon execution of a Commencement Agreement, Tenant will acknowledge that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed rental payments are fair and reasonable.

(c) Tenant acknowledges and agrees that Landlord shall not be liable to Tenant for any loss to Tenant or injury to its property or to the property of any other person by reason of the construction of the Building and other improvements located upon the Premises, the materials used in said construction, the design thereof, the condition thereof, any defects therein, or any alterations, additions, improvements, changes or replacements thereto and thereof

(d) Landlord shall not be liable to Tenant for any damages, compensation, or claim by reason of the inconvenience or annoyance arising from the necessity of repairing any portion of the Premises or the Building or improvements erected thereon, interruption in the use or occupancy thereof, or the termination of this Lease by reason of the partial or total destruction of the Premises or the Building and improvements erected thereon.

(e) Without limiting the effect of the release stated in Paragraphs 16(a) through (d) above, Landlord shall not be deemed in breach of this Lease for any reason whatsoever unless (i) Tenant shall have delivered to Landlord written notice setting forth the specific details of all facts, events or occurrences upon which Tenant relies in asserting such breach, and (ii) Landlord shall have failed to cure the alleged breach within thirty (30) days of receipt of such written notice, it being agreed that any breach which is of a type that reasonably requires longer than thirty (30) days to cure shall be deemed cured within such 30-day period if Landlord commences to cure such breach within such 30-day period and diligently proceeds to complete the cure of such breach thereafter.

17. ASSIGNMENT AND SUBLETTING.

(a) Except as otherwise provided in the immediately following sentence, Tenant shall not assign, mortgage or pledge this Lease, or sublet the Premises or any part thereof, or permit any other person to occupy the Premises or any part thereof, without the prior written consent of Landlord. Such prior consent shall not be required if Tenant makes an assignment or sublease to (i) any corporation or other legal entity which owns directly or indirectly all or substantially all of the stock of Tenant, (ii) any corporation or other legal entity of which more than one-half the stock is owned by Tenant, or (iii) any corporation into which Tenant may be converted or with which Tenant may be merged, provided that prior to taking possession of any part of the Premises, such corporation or other legal entity shall sign an assumption agreement in form satisfactory to Landlord, whereby such corporation or other legal entity agrees to be bound by the terms and conditions of this Lease.

(b) Landlord shall not withhold its consent to any assignment or subletting to any corporation or other legal entity having financial strength the same as or greater than the present financial strength of Tenant.

(c) Any assignment or subletting, even with the consent of Landlord, shall not release Tenant from liability for payment of rent or any other charges hereunder or from any of the other obligations under this Lease, and any additional consideration resulting from such assignment or subletting in excess of the rent specified herein shall be additional rent hereunder, due and payable to Landlord. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to any assignment or subletting. Upon any assignment of this Lease or subletting of the Premises, a change in any respect of the use of the Premises from the use actually employed by the original Tenant shall require the prior written consent of Landlord.

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18. ENVIRONMENTAL COMPLIANCE. Tenant shall not cause or permit any hazardous substance, material or waste (as defined in any applicable environmental law, rule or regulation) to be brought upon or used in or about the Premises. Tenant shall cause the Premises to be used at all times in compliance with all applicable environmental laws, rules and regulations. Any failure of Tenant to comply with the covenants contained in this Paragraph shall be covered by the indemnification provisions of Paragraph 19 herein and shall be subject to all other rights and remedies available to Landlord. In no event shall Landlord be responsible for any damage resulting from any contamination to the Premises or otherwise, unless caused by Landlord.

19. INDEMNIFICATION. Tenant agrees to indemnify Landlord against loss and save Landlord harmless from and against (a) any breach or default in the performance of any covenant or agreement to be performed by Tenant under the terms of this Lease, (b) any and all claims, damages, and liabilities arising from anything done in or about the Premises during the term of this Lease by Tenant or any of its agents, contractors, servants, employees, invitees or licensees, (c) any act or negligence of Tenant or any of its agents, contractors, servants, employees, invitees or licensees, including any accident, injury or damage whatsoever caused to any person, in or about the Premises, and (d) all costs, reasonable counsel fees, expenses and liabilities incurred in connection with any such claim for which indemnification has been provided under this Paragraph. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall reimburse Landlord for its counsel fees incurred in defending such action or proceeding. Tenant shall, within ten (10) days following notice to it of any claim of a third party relating to Tenant's use or occupancy of the Premises or to the performance or non-performance by Tenant of its obligations under this Lease, give written notice to the Landlord of such claim. The provisions of this Paragraph shall survive the expiration or termination of this Lease.

20. LIABILITY INSURANCE.

(a) Tenant, at its own cost and expense, shall obtain during the term of this Lease, and any renewals or extensions thereof, commercial general liability insurance in companies acceptable to Landlord,

naming Landlord and Tenant as the insureds, in an amount not less than One Million Dollars (\$1,000,000.00), and providing for at least thirty (30) days' prior written notice to Landlord of cancellation, nonrenewal, or modification.

(b) Upon the signing of this Lease, Tenant shall deliver to Landlord a copy of the policy evidencing such insurance. At least thirty (30) days before the expiration of such policy and any renewal policies, Tenant shall deliver to Landlord a copy of the renewal policy.

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21. FIRE OR OTHER CASUALTY.

(a) If during the term of this Lease or any renewal or extension thereof, the Premises or the Building is totally destroyed or is so damaged by fire or other casualty not occurring through the fault or negligence of Tenant or those employed by or acting for Tenant to the extent that the same cannot be repaired or restored within one hundred eighty (180) days from the date of the happening of such damage, or if such damage or casualty is not included in the risks covered by Landlord's fire insurance, then Landlord shall have the option to terminate this Lease upon written notice to Tenant, whereupon this Lease shall absolutely cease and terminate and the rent shall abate for the balance of the term. In such case, Tenant shall pay the rent apportioned to the date of damage and Landlord may enter upon and repossess the Premises without further notice.

(b) If Landlord chooses to restore the Premises, Landlord shall repair whatever portion of the Premises that may have been damaged by fire or other casualty insured as aforesaid, and the rent shall be apportioned during the time Landlord is in possession, taking into account the proportion of the Premises rendered untenable and the duration of Landlord's possession.

(c) If said damage by fire or other casualty was caused by the action or negligence of Tenant or its agents, employees or invitees, Tenant shall not be entitled to any abatement or apportionment of the rent.

(d) Tenant, at its own cost and expense, shall obtain during the term of this Lease, and any renewals or extensions thereof, content insurance for the full replacement value of its personalty used in Tenant's daily operations of the Permitted Use.

22. WAIVER OF SUBROGATION. Landlord and Tenant shall each endeavor to procure an appropriate clause in, or endorsement on, any fire and extended coverage insurance covering the Premises and Building and personal property, fixtures, and equipment located thereon or therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery. Each party hereto hereby agrees that it will not make any claim against or seek to recover from the other for any loss or damage to its property or the property of others resulting from fire or other hazards covered by such fire and extended coverage insurance except as expressly provided in this Lease; provided, however, that the release, discharge, exoneration, and covenant not to sue herein contained shall be limited by the terms and provisions of the waiver of subrogation clauses and/or endorsements consenting to a waiver of right of recovery and shall be coextensive therewith.

23. NO IMPLIED EVICTION. Notwithstanding any inference to the contrary herein contained, it is understood that the exercise by Landlord of any of its rights hereunder, including (without limitation) cessation of services as described in Paragraph 27(c)(ii), shall never be deemed an eviction (constructive or otherwise) of Tenant, or a disturbance of its use of the Premises, and shall in no event render Landlord liable to Tenant or any other person, so long as such exercise of rights is in accordance with the foregoing terms and conditions.

24. CONDEMNATION. If the whole of the Premises shall be acquired or condemned by eminent domain, then the term of this Lease shall cease and terminate as of the date on which possession of the Premises is required to be surrendered to the condemning authority. All rent

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shall be paid up to the date of termination. A partial condemnation shall not be cause for termination of this Lease. Tenant hereby expressly waives any right or claim to any part of any condemnation award or damages and hereby assigns to Landlord any such right or claim to which Tenant might become entitled.

25. LANDLORD'S RIGHT TO PAY TENANT EXPENSES. If Tenant shall at any time fail to pay any utility or other charges or to take out, pay for, maintain or deliver any of the insurance policies provided for herein, or shall fail to make any other payment or perform any other act which Tenant is obligated to make or

perform under this Lease, then without waiving, or releasing Tenant from, any obligations of Tenant contained in this Lease, Landlord may, but shall not be obligated to, pay any such charge, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act which Tenant is obligated to perform under this Lease, in such manner and to such extent as shall be necessary. In exercising any such rights, Landlord may pay any necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act by Landlord, together with interest thereon at the rate of twelve percent (12%) per annum from the date of the making of such expenditure by Landlord, shall be deemed additional rent hereunder and, except as otherwise expressly provided in this Lease, shall be payable to Landlord after ten (10) days' written notice thereof. Tenant covenants to pay any such sum or sums with interest as aforesaid and Landlord shall have (in addition to any other right or remedy of the Landlord) the same rights and remedies in the event of nonpayment thereof by Tenant as in the case of default by Tenant in the payment of rent.

26. EVENTS OF DEFAULT. The occurrence of each of the following events shall be an "Event of Default" hereunder:

(a) Tenant does not pay in full when due any installment of rent, additional rent or any other charges, expenses or costs herein agreed to be paid by Tenant for a period of five (5) days after receipt of notice that same has not been paid when due; provided that in the event Tenant shall have received three (3) such written notices within any period of twelve (12) consecutive months, then during the remainder of the twelve (12) consecutive month period after Tenant shall have received its first written notice from Landlord, Tenant shall thereafter be in default hereunder whenever Tenant shall fail to pay any sum owing under this Lease when due, without the necessity of sending any written notice of nonpayment;

(b) Tenant violates or fails to perform or comply with any nonmonetary term, covenant, condition, or agreement herein contained and fails to cure such default within thirty (30) days of notice thereof from Landlord, provided, however, if such default cannot be cured with reasonable diligence within such thirty (30) day period, the time for cure of same shall be deemed extended for such additional time as is reasonably necessary to cure same with due diligence for an additional period not to exceed thirty (30) days;

(c) Tenant vacates the Premises;

(d) Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation or dissolution or similar relief under any present or future bankruptcy laws of the United States or any other country or political subdivision thereof, or shall seek

or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of all or any substantial part of Tenant's properties, or shall make an assignment for the benefit of creditors, or shall admit in writing Tenant's inability to pay Tenant's debts generally as they become due; or

(e) If an involuntary petition in bankruptcy shall be filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy laws of the United States or any other state or political subdivision thereof, and if within sixty (60) days after the commencement of any such proceeding against Tenant, such proceedings shall not have been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, or any trustee, receiver or liquidator of the Tenant or of all or any substantial part of Tenant's property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated.

27. LANDLORD'S REMEDIES.

(a) Upon the occurrence of any Event of Default, Landlord may, at its option and without any further notice to Tenant, terminate this Lease, whereupon the estate hereby vested in Tenant shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but Tenant shall continue to be liable to Landlord as hereinafter provided.

(b) Upon the occurrence of any Event of Default, or at any time thereafter, Landlord, in addition to and without prejudice to any other rights and remedies Landlord shall have at law or in equity, shall have the right, without terminating this Lease, to change the locks on the doors to the Premises and exclude Tenant therefrom until all of such defaults shall have been completely cured.

(c) Upon the occurrence of any Event of Default, or at any time thereafter, Landlord, in addition to and without prejudice to any other rights and remedies Landlord shall have at law or in equity, shall have the right to re-enter the Premises, either by force or otherwise, and recover possession thereof and dispossess any or all occupants of the Premises in the manner prescribed by the statute relating to summary proceedings, or similar statutes, but Tenant in such case shall remain liable to Landlord as hereinafter provided.

(d) In case of any Event of Default, re-entry, expiration and/or dispossession by summary proceedings, whether or not this Lease shall have been terminated as aforesaid:

(i) All delinquent rent, additional rent and all other sums required to be paid by Tenant hereunder shall become payable thereupon and shall be paid up to the time of such re-entry, expiration and/or dispossession, and all accelerated payments due under subparagraphs 10(a) and (b) hereof shall become immediately due and payable;

(ii) Landlord shall have the right, in its sole discretion, to terminate immediately and without any notice to Tenant, all services which are to be supplied by Landlord pursuant to the terms of this Lease, including without limitation, all janitor service and the maintenance and repair responsibilities described in Paragraph 7 hereof;

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(iii) Landlord shall have the right, but not the obligation, to relet the Premises or any part or parts thereof for the account of Tenant, either in the name of Landlord or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and on such conditions (which may include concessions or free rent) as Landlord, in its reasonable discretion, may determine and may collect and receive the rents therefor; Landlord shall in no way be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon any such reletting; and

(iv) Tenant shall reimburse Landlord for any expenses that Landlord may incur in connection with recovering possession of the Premises and any reletting thereof, such as court costs, attorneys' fees, brokerage fees, and the costs of advertising and the costs of any alterations, repairs, replacements and/or decorations in or to the Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of such reletting of the Premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid.

(e) If this Lease is terminated by Landlord pursuant to Paragraph 27(a) hereof, Tenant nevertheless shall remain liable for all rent and damages which may be due or sustained prior to such termination, together with additional damages (the "Liquidated Damages") which, at Landlord's option, shall be either:

(i) an amount equal to (A) the rent and all other sums required to be paid by Tenant hereunder during the period which would otherwise have constituted the balance of the term of this Lease, and all damages, costs, fees and expenses incurred by Landlord as a result of such Event of Default, including without limitation, reasonable attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, less (B) the rent, if any, received by Landlord, pursuant to any reletting of the Premises during the period which would otherwise have constituted the balance of the term of this Lease; such amount calculated pursuant to this Paragraph 27(d)(i) shall be payable in monthly installments, in advance, on the first day of each calendar month following the occurrence of such Event of Default and continuing during the period which would otherwise have constituted the balance of the term of this Lease; or

(ii) an amount equal to the Annual Minimum Rent, Premises Expenses, and all other additional rent which was due and payable for the two (2) year period immediately preceding Tenant's default.

(f) In the event Tenant commits a default, or suffers a default to exist, within ten (10) days after written demand, Tenant shall reimburse Landlord for Landlord's attorneys' fees incurred by Landlord in the enforcement of this Lease, regardless whether legal proceedings are or are not instituted, which fees shall include any actions taken in connection with any bankruptcy proceeding filed by or against Tenant.

(b) Tenant shall pay Landlord interest at twelve percent (12%) per annum on all failures to pay timely the rent, additional rent or any other sums required to be paid by Tenant hereunder from the

date such payment is due until the date such payment is made to Landlord. Any judgment obtained by the Landlord as a result of the exercise of its rights and remedies under this Lease

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shall bear interest at the rate of twelve percent (12%) per annum from the date of entry of such judgment through the date such judgment is paid in full.

(g) Upon any termination of this Lease, whether by lapse of time, by the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall immediately surrender possession of the Premises to Landlord and immediately vacate the same, and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to surrender and vacate as aforesaid, Landlord may forthwith re-enter the Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary, without being deemed guilty of trespass, eviction, conversion or forcible entry and without thereby waiving Landlord's rights to rent or any other rights given Landlord under this Lease or at law or in equity. If Tenant shall not remove all effects from the Premises as hereinabove provided, Landlord may, at its option, remove any or all of said effects in any manner it shall choose and either dispose of the same at Landlord's sole discretion, or store the same without liability for loss thereof; and Tenant shall pay Landlord, on demand, any and all expenses incurred in such removal and also storage on said effects, if applicable, for any length of time during which the same shall be in Landlord's possession or in storage.

28. CONFESSION OF JUDGMENT FOR DAMAGES. THIS PARAGRAPH SETS FORTH A WARRANT OF ATTORNEY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST THE TENANT. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST THE TENANT, TENANT HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY, AND, ON THE ADVICE OF SEPARATE COUNSEL OF TENANT, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TENANT HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.

TENANT HEREBY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD, UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT, TO APPEAR IMMEDIATELY THEREAFTER AS ATTORNEY FOR THE TENANT AND ALL PERSONS CLAIMING UNDER THE TENANT IN ANY COMPETENT COURT AND TO CONFESS JUDGMENT OR JUDGMENTS AND SUCCESSIVE JUDGMENTS BY CONFESSION (WITHOUT STAY OF EXECUTION OR APPEAL) IN FAVOR OF THE LANDLORD AND ALL PERSONS CLAIMING UNDER THE LANDLORD AND AGAINST THE TENANT AND ALL PERSONS CLAIMING UNDER THE TENANT FOR ALL AMOUNTS THEN DUE UNDER THIS LEASE, TOGETHER WITH AN ATTORNEY'S COLLECTION COMMISSION EQUAL TO TEN PERCENT (10%) OF THE TOTAL OF SUCH AMOUNTS, WITHOUT ANY LIABILITY ON THE PART OF THE SAID ATTORNEY, FOR WHICH THIS SHALL BE A SUFFICIENT WARRANT, AND THEREUPON A WRIT OF EXECUTION WITH CLAUSE FOR COSTS, OR OTHER PROCESS FOR SIMILAR PURPOSES, MAY ISSUE FORTHWITH WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER, AND THE TENANT AND ALL PERSONS CLAIMING UNDER THE TENANT HEREBY WAIVE ALL EXEMPTION LAWS AND INQUISITION ON REAL PROPERTY AND RELEASE TO THE LANDLORD AND ALL PERSONS CLAIMING UNDER THE LANDLORD ALL ERRORS AND DEFECTS WHATSOEVER IN ENTERING SUCH ACTION OR JUDGMENT, OR IN CAUSING SUCH WRIT OF EXECUTION OR OTHER PROCESS TO BE

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ISSUED, OR IN ANY PROCEEDING THEREON OR CONCERNING THE SAME, AND HEREBY AGREE THAT NO WRIT OF ERROR OR OBJECTION OR EXCEPTION SHALL BE MADE OR TAKEN THERE TO, IF A COPY OF THIS LEASE, VERIFIED BY AFFIDAVIT, IS FILED IN SAID ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY LAW OR RULE OF COURT TO THE CONTRARY NOTWITHSTANDING, THIS WARRANT OF ATTORNEY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, AND SHALL REMAIN IN FORCE AND SHALL BE OPERATIVE FOR SUCCESSIVE EXERCISES THEREOF, FROM TIME TO TIME AS THE NEED MAY ARISE, NOT ONLY WITH RESPECT TO THE TENANT BUT ALSO WITH RESPECT TO ALL PERSONS CLAIMING UNDER THE TENANT.

29. CONFESSION OF JUDGMENT IN EJECTMENT. THIS PARAGRAPH SETS FORTH A WARRANT OF ATTORNEY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST THE TENANT.

IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST THE TENANT, TENANT HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY, AND, ON THE ADVICE OF SEPARATE COUNSEL OF TENANT, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TENANT HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.

TENANT HEREBY AUTHORIZES THE PROTHONOTARY, CLERK OF COURT OR ANY ATTORNEY OF ANY COURT OF RECORD, UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, OR IN THE EVENT THAT TENANT FAILS TO SURRENDER POSSESSION OF ALL OR ANY PART OF THE PREMISES AS REQUIRED HEREIN, TO APPEAR FOR THE TENANT AND ALL PERSONS CLAIMING UNDER THE TENANT IN ANY COMPETENT COURT AND CONFESS JUDGMENT IN EJECTMENT (WITHOUT STAY OF EXECUTION OR APPEAL) IN FAVOR OF THE LANDLORD AND ALL PERSONS CLAIMING UNDER THE LANDLORD AND AGAINST THE TENANT AND ALL PERSONS CLAIMING UNDER THE TENANT FOR POSSESSION OF THE PREMISES, WITHOUT ANY LIABILITY ON THE PART OF THE SAID ATTORNEY, FOR WHICH THIS SHALL BE A SUFFICIENT WARRANT, AND THEREUPON A WRIT OF POSSESSION WITH CLAUSE FOR COSTS, OR OTHER PROCESS FOR SIMILAR PURPOSES, MAY ISSUE FORTHWITH WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER, AND THE TENANT AND ALL PERSONS CLAIMING UNDER THE TENANT HEREBY RELEASE TO THE LANDLORD AND ALL PERSONS CLAIMING UNDER THE LANDLORD ALL ERRORS AND DEFECTS WHATSOEVER IN ENTERING SUCH ACTION OR JUDGMENT, OR IN CAUSING SUCH WRIT OF POSSESSION OR OTHER PROCESS TO BE ISSUED, OR IN ANY PROCEEDING THEREON OR CONCERNING THE SAME, AND HEREBY AGREE THAT NO WRIT OF ERROR OR OBJECTION OR EXCEPTION SHALL BE MADE OR TAKEN THERETO. IF A COPY OF THIS LEASE, VERIFIED BY AFFIDAVIT, IS FILED IN SAID ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY LAW OR RULE OF COURT TO THE CONTRARY NOTWITHSTANDING. THIS WARRANT OF ATTORNEY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, AND SHALL REMAIN IN FORCE AND SHALL BE OPERATIVE FOR SUCCESSIVE EXERCISES THEREOF, FROM TIME TO TIME AS THE NEED MAY ARISE, NOT ONLY WITH RESPECT TO THE TENANT BUT ALSO WITH RESPECT TO ALL PERSONS CLAIMING UNDER THE TENANT.

30. RIGHT OF ASSIGNEE OF LANDLORD. The right to enforce all of the provisions of this Lease may be exercised by any assignee of the Landlord's right, title and interest in this Lease in its, his, her or their own name, and Tenant hereby expressly waives the requirements of any and all laws regulating the manner and/or form in which such assignments shall be executed and witnessed.

31. REMEDIES CUMULATIVE. All remedies given to Landlord herein and all rights and remedies given to Landlord by law and equity shall be cumulative and concurrent. No termination of this Lease, or taking or recovering of possession of the Premises, or entry of any judgment either for possession or for any money claimed to be due Landlord, shall deprive Landlord of any other action against Tenant for possession, or for any money due Landlord hereunder, or for damages hereunder. The exercise of or failure to exercise any remedy shall not bar or delay the exercise of any other remedy.

32. TENANT'S WAIVERS.

(a) If proceedings shall be commenced by Landlord to recover possession of the Premises, either at the end of the term hereof or by reason of an Event of Default or otherwise, Tenant expressly waives all rights to notice in excess of five (5) days required by any Act of Assembly, including the Act of April 6, 1951, P.L. 69, Art. V, Sec. 501, as amended, and agrees that in either or any such case five (5) days' notice shall be sufficient. Without limitation of or by the foregoing, Tenant hereby waives any and all demands, notices of intention, and notice of action or proceedings which may be required by law to be given or taken prior to any entry or re-entry by summary proceedings, ejectment or otherwise, by Landlord, except as hereinbefore expressly provided with respect to five (5) days' notice.

(b) Any notice to quit required by law previous to proceedings to recover possession of the Premises or any notice of demand for rent on the day when such is due and the benefit of all laws granting stay of execution, appeal, inquisition and exemption are hereby waived by Tenant; provided, however, that nothing in this paragraph shall be construed as a waiver of any notice specifically mentioned or required by any other part of this Lease.

(c) In the event of a termination of this Lease prior to the date of expiration herein originally fixed, Tenant hereby waives all right to recover or regain possession of the Premises, to save forfeiture by

payment of rent due or by other performance of the conditions, terms or provisions hereof, and, without limitation of or by the foregoing, Tenant waives all right to reinstate or redeem this Lease notwithstanding any provisions of any statute, law or decision now or hereafter in force or effect and Tenant waives all right to any second or further trial in summary proceedings, ejection or in any other action provided by any statute or decision now or hereafter in force or effect.

33. ATTORNMENT. In the event of the sale or assignment of Landlord's interest in the Premises or in the event of a foreclosure under any mortgage made by Landlord covering the Premises, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

34. SUBORDINATION. At the option of Landlord or Landlord's lender, or both of

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them, this Lease and the Tenant's interest hereunder shall be subject and subordinate at all times to any mortgage or mortgages, deed or deeds of trust, or such other security instrument or instruments, including all renewals, extensions, consolidations, assignments and refinances of the same, as well as all advances made upon the security thereof, which now or hereafter become liens upon the Landlord's fee and/or leasehold interest in the Premises, and/or any and all of the buildings now or hereafter erected or to be erected and/or any and all of the Premises, provided, however, that in each such case, the holder of such other security, the trustee of such deed of trust or holder of such other security instrument shall agree that this Lease shall not be divested or in any way affected by foreclosure or other default proceedings under said mortgage, deed of trust, or other instrument or other obligations secured thereby, so long as Tenant shall not be in default under the terms of this Lease; and shall agree that this Lease shall remain in full force and effect notwithstanding any such default proceedings.

Notwithstanding anything herein to the contrary, any holder of any mortgage may at any time subordinate its mortgage to this Lease, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution and delivery and in that even such mortgage shall have the same rights with respect to this Lease as though this Lease had been executed and delivered prior to the execution and delivery of the mortgage.

35. EXECUTION OF DOCUMENTS. The above subordination shall be self-executing, but Tenant agrees upon demand to execute such other document or documents as may be required by a mortgagee, trustee under any deed of trust, or holder of a similar security interest, or any party to the types of documents enumerated herein for the purpose of subordinating this Lease in accordance with the foregoing. Upon the expiration of ten (10) days after a formal written notice, Tenant shall be deemed to have appointed Landlord and Landlord may execute and deliver the required documents for and on behalf of Tenant.

36. ESTOPPEL AGREEMENTS. Tenant shall execute an estoppel agreement in favor of any mortgagee or purchaser of Landlord's interest herein, within ten (10) days after requested to do so by Landlord or any such mortgagee or purchaser. Such estoppel agreement shall be in the form requested by Landlord or such mortgagee or purchaser.

37. CONDOMINIUM CONVERSION. Tenant acknowledges that Landlord has informed Tenant that Landlord, at any time in Landlord's sole discretion, may by recorded declaration, convert the fee ownership of the Building and the Land to a condominium in accordance with the provisions of the Pennsylvania Uniform Condominium Act (the "Act"). In such event, the common areas of the Building and the Land shall become Common Elements and/or Limited Common Elements, as defined in the Act and as designated by Landlord, and the Common Expenses pertaining thereto (as defined in the Act), as applicable, shall be included as part of the Premises Expenses. Tenant agrees upon demand to execute such document or documents as may be required by Landlord in connection with any such condominium conversion.

38. NOTICES. All notices required to be given by either party to the other shall be in writing. All such notices shall be deemed to have been given upon delivery in person, or upon depositing in the United States mail, by certified mail, return receipt requested, postage prepaid, or by delivery by telefax, facsimile or telegraph, or by Federal Express or other nationally recognized overnight delivery service, addressed to the parties at the addresses shown in the summary pages at the front of this Lease or to such other address which either party may hereafter designate in writing by notice given in a like manner.

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39. BINDING EFFECT. All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the several and respective heirs, personal representatives, successors and permitted assigns of said parties.

40. SURVIVAL OF VALID TERMS. If any provision of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby, and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

41. ENTIRE AGREEMENT. This Lease and any exhibit, rider or addendum that may be attached hereto set forth all the promises, agreements, conditions and understandings between Landlord and Tenant relative to the Premises, and there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

42. PROHIBITION AGAINST RECORDING. This Lease shall not be recorded and any attempted recording of this Lease shall constitute an Event of Default hereunder.

43. INTERPRETATION. As used in this Lease and when required by context, each number (singular or plural) shall include all numbers, and each gender shall include all genders. Time is and shall be of essence of each term and provision of this Lease. The term "person" as used herein means person, firm, association or corporation, as the case may be. If Tenant is more than one person, all agreements, conditions, obligations, covenants, warrants of attorney, waivers and releases made by Tenant shall be joint and several, and shall bind and affect all persons who are defined as "Tenant" herein.

44. LIABILITY OF LANDLORD. The term "Landlord" as used herein means the fee owner of the Premises from time to time. In the event of the voluntary or involuntary transfer of such ownership to a successor-in-interest of the Landlord, the Landlord shall be automatically discharged and relieved of and from all liability and obligations hereunder which shall thereafter accrue, and Tenant shall look solely to such successor-in-interest for the performance and obligations of the Landlord hereunder which shall thereafter accrue. The liability of Landlord and its successors-in-interest under or with respect to this Lease shall be strictly limited to and enforceable solely out of its or their interest in the Premises and shall not be enforceable out of any other assets.

45. CAPTIONS AND HEADINGS. The captions and headings of the paragraphs contained herein are for convenience of reference only and in no way define, limit, describe, modify or amplify the interpretation, construction or meaning of any provision of or the scope or intent of this Lease nor in any way affect this Lease. All Exhibits are an integral part of this Lease and are attached hereto.

46. NO BROKERAGE COMMISSION. Landlord and Tenant represent and warrant that no brokerage commission or similar compensation is due to any party by reason of this Lease. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, costs, damages, expenses, judgments or liability resulting from any claim for brokerage commissions or similar compensation made by any party in connection with this Lease.

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47. QUIET ENJOYMENT. Upon Tenant's compliance with the provisions of this Lease, including the payment of all rent hereunder, Tenant shall peaceably hold and enjoy the Premises during the term hereof without hinderance or interruption by Landlord or any person claiming under Landlord.

48. WAIVER OF TRIAL BY JURY. Each party to this Lease agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party hereto or with respect to this Lease or which in any way relates, directly or indirectly, to the Premises or any event, transaction, or occurrence arising out of or in any way in connection with the Premises, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. TENANT ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH 48 IS A SPECIFIC AND MATERIAL ASPECT TO THIS LEASE BETWEEN THE PARTIES AND THAT LANDLORD WOULD NOT LEASE THE PREMISES TO THE TENANT IF THIS WAIVER OF JURY TRIAL SECTION WERE NOT A PART OF THIS LEASE.

49. OWNERS' ASSOCIATION. This Lease and all terms and provisions hereof shall be under and subject, in all respects, to: (a) the Declaration of Covenants, Easements, Conditions and Restrictions for The Owner's Association Of Wyomissing Professional Center, Inc., which is recorded in the Recorder of Deeds

By: /s/ Stephen J. Najarian

Exhibits

- "A" - Leased Premises
- "B" - Expense Budget
- "C" - Building Location
- "D" - Left Blank Intentionally
- "E" - Tenant Plans and Specifications
- "F" - Building Common Area
- "G" - Left Blank Intentionally

COMMENCEMENT AGREEMENT

THIS COMMENCEMENT AGREEMENT (the "Agreement") made this 23rd day of May 2002, between **Penn National Gaming, Inc.**, hereinafter, called "Tenant", having its principal place of business at 825 Berkshire Boulevard, Suite 200, Wyomissing, PA 19610 and **Wyomissing Professional Center, II, LIMITED PARTNERSHIP** hereinafter called "Landlord", having its principal place of business at 825 Berkshire Blvd. Suite 203 Wyomissing, Pennsylvania 19610.

WITNESETH:

The Tenant and the Landlord have executed a Lease Agreement, which includes Exhibits "A", "B", "C", "E" and "F", relating to the Leased Premises located at 855 Berkshire Boulevard, Suite 100, Wyomissing, Pennsylvania 19610.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY and in consideration of the mutual covenants set forth herein, the Landlord, and Tenant agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein by reference.
2. **Amendment.** This Agreement is an amendment to and shall be deemed an integral part of the Lease except to the extent to which the provisions of this Agreement modify the provisions of the Lease. The provisions of the Lease shall remain in full force and effect.
3. **Defined Terms.** All capitalized terms used in this Agreement without definition which are defined in the Lease shall have the meanings set forth in the Lease.
4. **Commencement Date.** Commencement date for Tenant's space shall be May 21, 2002.
5. **Term of Lease.** Term of Lease is ten (10) years and eleven (11) days, starting May 21, 2002 and ending May 31, 2012.

6. **Binding effect.** This Amendment shall be binding upon, and shall inure to the benefit of, Landlord and Tenant, and their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Commencement Agreement to be duly executed this 23rd day of May 2002.

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THIS AGREEMENT MUST BE EXECUTED FOR TENANT, IF A CORPORATION, BY THE PRESIDENT OR VICE PRESIDENT AND ATTESTED BY THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BY-LAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED TO LANDLORD.

LANDLORD:

**WYOMISSING PROFESSIONAL CENTER II,
LIMITED PARTNERSHIP**, by its General Partner, The
Wyomissing Professional Center II

By: /s/ Stephen J. Najarian
Name: Stephen J. Najarian
Title: President

Date: 5/24/02

ATTEST:

By: /s/ Susan M. Montgomery

Name: Susan M. Montgomery

Title: Office Manager/ Asst. to Chairman

Date: 5/23/02

TENANT:

By: /s/ Robert S. Ippolito

Name: Robert S. Ippolito

Title: VP/Sec/Treas

Date: 5/24/02

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FIRST LEASE AMENDMENT

THIS LEASE AMENDMENT (the "Amendment") made this 4th day of December, 2002, between **Penn National Gaming**, hereinafter, called "Tenant", having its principal place of business at 825 Berkshire Boulevard, Suite 200, Wyomissing, Pennsylvania 19610 and **Wyomissing Professional Center II, Limited Partnership** hereinafter called "Landlord", having its principal place of business at 825 Berkshire Boulevard., Suite 203, Wyomissing, Pennsylvania 19610.

WITNESSETH:

The Tenant and the Landlord have executed a Lease Agreement dated January 25, 2002 which includes Exhibits "A", "B", "C", "E" and "F", relating to the Leased Premises located at 855 Berkshire Blvd., Suite 200, Wyomissing, Pennsylvania 19610.

TENANT:

PENN NATIONAL GAMING, INC., a
Pennsylvania corporation

ATTESST:

By: /s/ Susan M. Montgomery
Name: Susan M. Montgomery
Title: Asst. to Chairman
Date: 12-4-02

By: /s/ Robert S. Ippolito
Name: Robert S. Ippolito
Title: VP/Sec/Treas
Date: 12/4/02

ATTACHMENT A1-1

FIXED ANNUAL MINIMUM RENT

Rentable SF:	9,909
Starting Rate PRSF:	\$ 13
Annual Escalation:	2.0%

Lease Year/ Period	Rentable Sq.Ft.	Minimum Rent per Rentable Sq. Ft.	Monthly Rent	Annual Rent (the "Annual Minimum Rent")
3/1/03 - 5/31/03	9,909	\$ 13.00	\$ 10,734.75	\$ 32,204.25
Lse Yr 2 6/1/03 - 5/31/04	9,909	\$ 13.26	\$ 10,949.45	\$ 131,393.34
Lse Yr 3 04-05	9,909	\$ 13.53	\$ 11,168.43	\$ 134,021.21
Lse Yr 4 05-06	9,909	\$ 13.80	\$ 11,391.80	\$ 136,701.63
Lse Yr 5 06-07	9,909	\$ 14.07	\$ 11,619.64	\$ 139,435.66
Lse Yr 6 07-08	9,909	\$ 14.35	\$ 11,852.03	\$ 142,224.38
Lse Yr 7 08-09	9,909	\$ 14.64	\$ 12,089.07	\$ 145,068.86
Lse Yr 8 09-10	9,909	\$ 14.93	\$ 12,330.85	\$ 147,970.24
Lse Yr 9 10-11	9,909	\$ 15.23	\$ 12,577.47	\$ 150,929.65
Lse Yr 10 11-12	9,909	\$ 15.54	\$ 12,829.02	\$ 153,948.24

Notes:

- (1) The first amount shown in the Annual Rent column for the period 3/1/03 to 5/31/03 is for that three (3) month period only, the remaining amounts shown in that column are for the 12 month Lease Year periods indicated.
- (2) Monthly Rent shall be pro rated for a partial month occupancy.

SECOND LEASE AMENDMENT

THIS LEASE AMENDMENT (the "Amendment") made this 29th day of January, 2003, between **Penn National Gaming**, hereinafter, called "Tenant", having its principal place of business at 825 Berkshire Boulevard, Suite 200, Wyomissing, Pennsylvania 19610 and **Wyomissing Professional Center II, Limited Partnership** hereinafter called "Landlord", having its principal place of business at 825 Berkshire Boulevard., Suite 203, Wyomissing, Pennsylvania 19610.

WITNESSETH:

The Tenant and the Landlord have executed a Lease Agreement dated January 25, 2002 which includes Exhibits "A", "B", "C", "E" and "F", and a First Lease Amendment thereto relating to the Leased Premises located at 855 Berkshire Blvd., Suite 200, Wyomissing, Pennsylvania 19610.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY and in consideration of the mutual covenants set forth herein, the Landlord, and Tenant agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein by reference.
2. **Amendment.** This Amendment is an amendment to and shall be deemed an integral part of the Lease except to the extent to which the provisions of this Amendment modify the provisions of the Lease. The provisions of the Lease shall remain in full force and effect.
3. **Defined Terms.** All capitalized terms used in this Amendment without definition which are defined in the Lease shall have the meanings set forth in the Lease.
4. **Construction.** The construction to be performed by Landlord's contractor is modified to include the OPTIONS/UPGRADES/ADD ONS shown on the Estimate Sheet — Fit Up v2.1 [Revised 1/20/03] attached hereto as Attachment A2-1.
5. **Binding effect.** This Amendment shall be binding upon, and shall inure to the benefit of, Landlord and Tenant, and their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Amendment of Lease Terms to be duly executed this 29th day of January, 2003.

THIS LEASE AMENDMENT MUST BE EXECUTED FOR TENANT, IF A CORPORATION, BY THE PRESIDENT OR VICE PRESIDENT AND ATTESTED BY THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BY-LAWS OR A

RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BY-LAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED TO LANDLORD.

LANDLORD:

**WYOMISSING PROFESSIONAL CENTER II,
LIMITED PARTNERSHIP**, by its General Partner,
Wyomissing Professional Center II, Inc.

By: /s/ Stephen J. Najarian
Stephen J. Najarian, President

Date: 1/28/03

TENANT:

PENN NATIONAL GAMING, INC., a
Pennsylvania corporation

ATTEST:

By: /s/ Susan M. Montgomery

Name: Susan M. Montgomery

Title: Asst. to Chairman

Date: 1/29/03

By: /s/ Robert S. Ippolito

Name: Robert S. Ippolito

Title: Vice President/Secretary/Treasurer

Date: 1/29/03

THIRD LEASE AMENDMENT

THIS THIRD LEASE AMENDMENT (the "Amendment") made this 19th day of October, 2010, between **Penn National Gaming, Inc.**, a Pennsylvania corporation, hereinafter called "Tenant", having its principal place of business at 825 Berkshire Boulevard, Suite 200, Wyomissing, PA 19610 and **Wyomissing Professional Center II, Limited Partnership**, a Pennsylvania limited partnership, hereinafter called "Landlord", having its principal place of business at 875 Berkshire Boulevard, Suite 102, Wyomissing, Pennsylvania 19610.

WITNESSETH:

The Tenant and the Landlord have executed a Lease Agreement dated January 25, 2002 which includes Exhibits "A", "B", "C", "E" and "F", a Commencement Agreement thereto dated May 23, 2002, a First Lease Amendment thereto dated December 4, 2002, and a Second Amendment thereto dated January 29, 2003 (collectively, the "Lease") relating to the Leased Premises located at 855 Berkshire Boulevard, Suite 100, Wyomissing, Pennsylvania 19610. The original Lease premises totaled 4,388 rentable square feet which square footage was increased by an additional 5,521 rentable square feet via the First Lease Amendment for a total of 9,909 rentable square feet and the parties desire to include an additional, adjacent space consisting of 3,569 rentable square feet for a total leased premises of 13,478 rentable square feet.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY and in consideration of the mutual covenants set forth herein, the Landlord, and Tenant agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein by reference.

2. **Amendment.** This Amendment is an amendment to and shall be deemed an integral part of the Lease. Except to the extent to which the provisions of this Amendment modify the provisions of the Lease, the provisions of the Lease shall remain in full force and effect.
3. **Defined Terms.** All capitalized terms used in this Amendment without definition which are defined in the Lease shall have the meanings set forth in the Lease.
4. **Leased Premises.** The defined leased premises shall consist of a total space of 13,478 rentable square feet.
5. **Term of Lease.** The Term of the Lease is unchanged ending May 31, 2012. Tenant shall have the right to renew this Lease for one (1) five (5) year Renewal Period under the same terms and conditions of the base Lease with the exception that the starting rent for the period shall be two percent (2%) higher than the previous year's rent. The Lease shall automatically extend for the Renewal Period unless Tenant shall have given Landlord written notice at least ninety (90) days prior to the end of the initial term of its intention to terminate the Lease at the end of the initial ten (10) year term.
6. **Fixed Annual Minimum Rent.** The Annual Minimum Rent shall increase by two percent (2%) annually over the prior year's Annual Minimum Rent as shown on

attached Schedule "A6-1".

7. **Tenant's Share of Expenses.** For the purposes of Section 7, Tenant's Share shall be adjusted to include the additional area as shown below. Furthermore, the Reimbursable Property Management Fee of \$0.35 per rentable square foot shall increase by 3% per rentable square foot annually, effective January 1, 2011.

Initial Term	Approx. RSF	ESTIMATED EXPENSES			
		per RSF	"Annual"	Monthly	
Last 8 months of Year	13,478	\$ 5.24	\$ 47,083.12	\$ 5,885.39	

8. **Effective Date.** The effective date for Tenant's increased space and rental payments shall be on the first to occur of (a) the date on which Tenant takes occupancy of or commences business at the premises, or (b) the date of substantial completion, being the date when a certificate of occupancy for the premises is issued by the applicable municipal authority, or (c) October, 1, 2010.
9. **Interior Improvements.** The interior improvements to be performed by Tenant's contractor in a form and manner acceptable to Landlord. Landlord shall approve plans and drawings prior to the improvements commencing.
10. **Binding effect.** This Amendment shall be binding upon, and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Amendment of Lease Terms to be duly executed this 19th day of October, 2010.

THIS LEASE MUST BE EXECUTED FOR TENANT, IF A CORPORATION, BY THE PRESIDENT OR VICE PRESIDENT AND ATTESTED BY THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BY-LAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED TO LANDLORD.

LANDLORD:

**Wyomissing Professional Center II,
Limited Partnership**, a Pennsylvania limited
partnership, by its General Partner, Wyomissing
Professional Center II, Inc.

By: /s/ Peter W. Carlino
Peter W. Carlino, President

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TENANT:

Penn National Gaming, Inc., a Pennsylvania corporation

WITNESS:

By: /s/ Susan M. Montgomery

By: /s/ Robert S. Ippolito

Name: Susan M. Montgomery

Name: Robert S. Ippolito

Title: VP/Sec/Treas

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SCHEDULE "A6-1"

ANNUAL MINIMUM RENT

Rentable Square Feet (RSF) 13,478
Annual Escalation 2.0%

	Period	Lease Year	RSF	Minimum Rent per RSF	Monthly Minimum Rent	"Annual Minimum Rent"
Last 8 months of 9th Year of Initial Term	10/1/10 to 5/31/11	9	13,478	\$ 15.23	\$ 17,105.83	\$ 136,846.62
Last Year of Initial Term	6/1/11 to 5/31/12	10	13,478	\$ 15.54	\$ 17,454.01	\$ 209,448.12

* This annual minimum rent table includes the increase in rentable square feet from 9,909 to 13,478, which increase in rentable square feet will become effective October 1, 2010 and remain in effect for the balance of the 9th Lease Year consisting of 8 months and every year thereafter.

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FOURTH LEASE AMENDMENT

THIS FOURTH LEASE AMENDMENT (the "Amendment") made this 25th day of May, 2012, between **Penn National Gaming, Inc.**, a Pennsylvania corporation, hereinafter called "Tenant", having its principal place of business at 825 Berkshire Boulevard, Wyomissing, PA 19610 and **Wyomissing Professional Center II, Limited Partnership** (855), a Pennsylvania limited partnership, hereinafter called "Landlord", having its principal place of business at 875 Berkshire Boulevard, Suite 102, Wyomissing, Pennsylvania 19610.

WITNESSETH:

The Tenant and the Landlord have executed a Lease Agreement dated January 25, 2002 which includes Exhibits "A", "B", "C", "E" and "F", a Commencement Agreement thereto dated May 23, 2002, a First Lease Amendment thereto dated December 4, 2002, a Second Amendment dated January 29, 2003, and a Third Lease Amendment dated October 19, 2010 (collectively, the "Lease") relating to the Leased Premises located at 855 Berkshire Boulevard, Suite 100, Wyomissing, Pennsylvania 19610. The original Lease premises totaled 4,388 rentable square feet which square footage was increased by an additional 5,521 rentable square feet via the First Lease Amendment for a total of 9,909 rentable square feet and an adjacent space consisting of 3,569 rentable square feet for a total leased premises of 13,478 rentable square feet which was added to the premises via the Third Lease Amendment. The parties desire to include an additional, adjacent space consisting of 4,011 rentable square feet for a total leased premises of 17,489 rentable square feet.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY and in consideration of the mutual covenants set forth herein, the Landlord, and Tenant agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein by reference.
2. **Amendment.** This Amendment is an amendment to and shall be deemed an integral part of the Lease. Except to the extent to which the provisions of this Amendment modify the provisions of the Lease, the provisions of the Lease shall remain in full force and effect.
3. **Defined Terms.** All capitalized terms used in this Amendment without definition which are defined in the Lease shall have the meanings set forth in the Lease.
4. **Leased Premises.** The defined leased premises shall consist of a total space of 17,489 rentable square feet.
5. **Term of Lease.** Tenant desires to exercise its right to renew this Lease for one (1), seven (7) year Renewal Period under the same terms and conditions of the base Lease except as modified herein.
6. **Fixed Annual Minimum Rent.** The Annual Minimum Rent shall increase by two and one half percent (2.5%) annually over the prior year's Annual Minimum Rent and shall be adjusted to include the additional, adjacent area as shown on the table below.

Renewal Period	RSF	ANNUAL MINIMUM RENT			
		per RSF	Annual	Monthly	
6/1/12-5/31/13	17,489	\$ 16.00	\$ 279,824.00	\$ 23,318.67	
6/1/13-5/31/14	17,489	\$ 16.40	\$ 286,819.60	\$ 23,901.63	
6/1/14-5/31/15	17,489	\$ 16.81	\$ 293,990.09	\$ 24,499.17	
6/1/15-5/31/16	17,489	\$ 17.23	\$ 301,335.47	\$ 25,111.29	
6/1/16-5/31/17	17,489	\$ 17.66	\$ 308,855.74	\$ 25,737.98	
6/1/17-5/31/18	17,489	\$ 18.10	\$ 316,550.90	\$ 26,379.24	
6/1/18-5/31/19	17,489	\$ 18.55	\$ 324,420.95	\$ 27,035.08	

7. **Tenant's Share of Expenses.** For the purposes of Section 4, Tenant's Share shall be adjusted to include the additional area as shown below.

Lease Year 11	RSF	ESTIMATED EXPENSES		
		per RSF	"Annual"	Monthly
last 7 months of calendar year 2012	17,489	\$ 4.62	\$ 47,132.89	\$ 6,733.27

8. **Effective Date.** The effective date for Tenant's increased space and rental payments shall be on the first to occur of (a) the date on which Tenant takes occupancy of or commences business at the premises, or (b) the date of substantial completion, being the date when a certificate of occupancy for the premises is issued by the applicable municipal authority, or (c) June 1, 2012.
9. **Interior Improvements.** The interior improvements to be performed by Tenant's contractor in a form and manner acceptable to Landlord. Landlord shall approve plans and drawings prior to the improvements commencing.
10. **Binding effect.** This Amendment shall be binding upon, and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Amendment of Lease Terms to be duly executed this 25th day of May, 2012.

THIS LEASE MUST BE EXECUTED FOR TENANT, IF A CORPORATION, BY THE PRESIDENT OR VICE PRESIDENT AND ATTESTED BY THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BY-LAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED TO LANDLORD.

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LANDLORD:

Wyomissing Professional Center II, Limited Partnership, a Pennsylvania limited partnership, by its General Partner, Wyomissing Professional Center II, Inc.

By: /s/ Peter W. Carlino
Peter W. Carlino, President

TENANT:

Penn National Gaming, Inc., a Pennsylvania corporation

WITNESS:

By: /s/ Susan M. Montgomery
Name: Susan M. Montgomery

By: /s/ Robert S. Ippolito
Name: Robert S. Ippolito
Title: VP/Sec/Treas

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FIFTH LEASE AMENDMENT

THIS FIFTH LEASE AMENDMENT (the "Amendment") dated as of the 1st day of September, 2017 (the "Effective Date") between **Penn National Gamine, Inc.**, a Pennsylvania corporation (hereinafter called "**Tenant**") having its principal place of business at 825 Berkshire Boulevard, Wyomissing, PA 19610 and **Wyomissing Professional Center II, Limited Partnership (855)**, a Pennsylvania limited partnership (hereinafter called "**Landlord**") having its principal place of business at 875 Berkshire Boulevard, Suite 102, Wyomissing, Pennsylvania 19610.

WITNESSETH:

WHEREAS, the Tenant and the Landlord have executed a Lease Agreement dated January 25, 2002 which includes Exhibits "A", "B", "C", "E" and "F", a Commencement Agreement thereto dated May 23, 2002, a First Lease Amendment thereto dated December 4, 2002, a Second Amendment dated January 29, 2003, a Third Lease Amendment dated October 19, 2010 and a Fourth Lease Amendment dated May 25, 2012 (hereafter collectively called the "**Lease**") relating to the Lease premises located at 855 Berkshire Boulevard, Suite 100, Wyomissing, Pennsylvania 19610; and

WHEREAS, the Lease premises originally totaled 4,388 rentable square feet; and

WHEREAS, the Lease premises square footage was increased by an additional 5,521 rentable square feet via the First Lease Amendment, for a total of 9,909 rentable square feet; and

WHEREAS, the Lease premises square footage was increased by an additional 3,569 rentable square feet via the Third Lease Amendment, for a total of 13,478 rentable square feet; and

WHEREAS, the Lease premises square footage was increased by an additional 4,011 rentable square feet via the Fourth Lease Amendment, for a total of 17,489 rentable square feet; and

WHEREAS, the parties now desire to further increase the Lease premises to include an additional, adjacent space consisting of 3,000 rentable square feet, for a total of 20,489 rentable square feet;

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY and in consideration of the mutual covenants set forth herein, the Landlord and Tenant enter this Amendment and agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein by reference.
2. **Amendment.** This Amendment is an amendment to and shall be deemed an integral part of the Lease. Except to the extent to which the provisions of this Amendment modify the provisions of the Lease, the provisions of the Lease shall remain in full force and effect.
3. **Defined Terms.** All capitalized terms used in this Amendment without definition

which are defined in the Lease shall have the meanings set forth in the Lease.

4. **Lease Premises.** The Lease premises shall be increased by adding an adjacent 3,000 rentable square feet, making the total leased space 20,489 rentable square feet.
5. **Term of Lease.** The term of Lease is revised so as to run for seven (7) consecutive years beginning on **September 1, 2017** and on **August 31, 2024**, all under the same terms and conditions except as otherwise modified herein.
6. **Landlord's Obligation upon Delivery.** Landlord shall deliver the adjacent 3,000 rentable square feet of space fully demolished of existing partitions and floor coverings. In the event the adjacent 3,000 rentable square feet are not delivered by Landlord fully demolished of partitions and floor coverings on September 1, 2017, then Tenant's payment of rent and estimated expenses shall abate, on the 3,000 rentable square feet of space only, until such date as the space is fully delivered.

7. **Fixed Annual Minimum Rent.** The Annual Minimum Rent shall increase annually effective each September 1st by two and one-half percent (2.5%) over the prior year's Annual Minimum Rent, as shown on the table below:

Lease Period	RSF	ANNUAL MINIMUM RENT		
		per RSF	Annual	Monthly
09/01/17 - 08/31/18	20,489	\$ 17.23	\$ 353,025.47	\$ 29,418.79
09/01/18 - 08/31/19	20,489	\$ 17.66	\$ 361,851.11	\$ 30,154.26
09/01/19 - 08/31/20	20,489	\$ 18.1	\$ 370,897.38	\$ 30,908.12
09/01/20 - 08/31/21	20,489	\$ 18.55	\$ 380,169.82	\$ 31,680.82
09/01/21 - 08/31/22	20,489	\$ 19.02	\$ 389,674.06	\$ 32,472.84
09/01/22 - 08/31/23	20,489	\$ 19.49	\$ 399,415.92	\$ 33,284.66
09/01/23 - 08/31/24	20,489	\$ 19.98	\$ 409,401.31	\$ 34,116.78

8. **Tenant's Share of Expenses.** Tenant's Share of Expenses shall be adjusted to include the adjacent 3,000 rentable square feet, as shown on the table below:

Lease Period	RSF	ESTIMATED EXPENSES		
		per RSF	remaining annual	monthly
09/01/17 - 12/31/17	20,489	\$4.62	\$31,553.06	\$7,888.27

9. **Effective Date.** The Effective Date of this Amendment shall be September 1, 2017.
10. **Tenant Interior Improvements.** The interior improvements to be performed by Tenant's contractor in a form and manner acceptable to Landlord, Landlord shall approve plans and drawings prior to the improvements commencing.
11. **Renewal Period.** Tenant shall be provided one (1) option to renew for an additional seven (7) years by providing Landlord with not less than one hundred eighty (180) days advance written notice prior to August 31, 2024.

12. **Binding Effect.** This Amendment shall be binding upon, and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Fifth Lease Amendment to be duly executed upon the date first set forth above.

THIS AMENDMENT MUST BE EXECUTED FOR TENANT, IF A CORPORATION, BY THE PRESIDENT OR VICE PRESIDENT AND ATTESTED BY THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BY-LAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED TO LANDLORD.

LANDLORD:

Wyomissing Professional Center II, Limited Partnership (855), a Pennsylvania limited partnership, by its General Partner, **Wyomissing Professional Center II, Inc.**

By: /s/ Peter W. Carlino
Peter W. Carlino, President

TENANT:

Penn National Gaming, Inc., a Pennsylvania corporation

ATTESTED:

By: /s/ Carl Sottosanti

Name: Carl Sottosanti,
its Secretary & General Counsel

By: /s/ Jay A. Snowden

Name: Jay A. Snowden
Title: President & COO

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**SIXTH LEASE AMENDMENT
(855 BERKSHIRE BOULEVARD)**

THIS SIXTH LEASE AMENDMENT (the "Amendment") made this 12th day of May, 2021, between **Penn National Gaming, Inc.**, a Pennsylvania corporation, hereinafter called "Tenant", having its principal place of business at 825 Berkshire Boulevard, Wyomissing, PA 19610 and **Wyomissing Professional Center II, Limited Partnership (855)**, a Pennsylvania limited partnership, hereinafter called "Landlord", having its principal place of business at 875 Berkshire Boulevard, Suite 102, Wyomissing, Pennsylvania 19610.

WITNESSETH:

WHEREAS, the Tenant and the Landlord have executed a Lease Agreement dated January 30, 2002 which includes Exhibits "A", "B", "C", "E" and "F", a Commencement Agreement thereto dated May 23, 2002, a First Lease Amendment thereto dated December 4, 2002, a Second Amendment dated January 29, 2003, a Third Lease Amendment dated October 19, 2010, a Fourth Lease Amendment dated May 25, 2012 and a Fifth Lease Amendment dated September 1, 2017, respectively (collectively, the "Lease"), relating to the leased premises located at 855 Berkshire Boulevard, Suite 100, Wyomissing, Pennsylvania 19610; and

WHEREAS, the original Lease premises totaled 4,388 rentable square feet; and

WHEREAS, the leased premises square footage was increased by an additional 5,521 rentable square feet via the First Lease Amendment for a total of 9,909 rentable square feet; and

WHEREAS, the leased premises square footage was increased by an additional 3,569 rentable square feet for a total leased premises of 13,478 rentable square feet which was added to the premises via the Third Lease Amendment; and

WHEREAS, the leased premises were further increased to include an additional, adjacent space consisting of 4,011 rentable square feet for a total leased premises of 17,489 rentable square feet via the Fourth Lease Amendment; and

WHEREAS, the leased premises were further increased to include an additional, adjacent space consisting of 3,000 rentable square feet for a total leased premises of 20,489 rentable square feet via the Fifth Lease Amendment; and

WHEREAS, the parties now desire to extend the lease of the aforesaid leased premises of 20,489 square feet for a longer term.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY and in consideration of the mutual covenants set forth herein, the Landlord, and Tenant agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein by reference.
2. **Amendment.** This Amendment is an amendment to and shall be deemed an integral part of the Lease. Except to the extent to which the provisions of this Amendment modify the provisions of the Lease, the provisions of the Lease shall remain in full force and effect.
3. **Defined Terms.** All capitalized terms used in this Amendment without definition which are defined in the Lease shall have the meanings set forth in the Lease.
4. **Leased Premises.** The defined leased premises shall consist of a total space of 20,489 rentable square feet.
5. **Term of Lease.** Landlord and Tenant desire to extend the term of this Lease until August 31, 2026 under the same terms and conditions of the base Lease except as modified herein.
6. **Fixed Annual Minimum Rent.** During the Term, the Annual Minimum Rent shall be as shown in the table below, provided that with respect to any portion of the leased premises that will be occupied prior to June 1, 2021, Tenant shall pay to Landlord \$19.02/square foot from June 1, 2021, plus Tenant's share of Expenses.

Amendment/Extension Period		RSF	Per RSF	Annual	Monthly
06/01/2021	05/31/2022	20,489	\$ 19.02	\$ 389,700.78	\$ 32,475.07
06/01/2022	05/31/2023	20,489	\$ 19.5	\$ 399,535.5	\$ 33,294.63
06/01/2023	05/30/2024	20,489	\$ 19.98	\$ 409,370.22	\$ 34,114.18
06/01/2024	05/31/2025	20,489	\$ 20.48	\$ 419,614.72	\$ 34,967.89
06/01/2025	05/31/2026	20,489	\$ 20.99	\$ 430,064.11	\$ 35,838.68
06/01/2026	08/30/2026	20,489	\$ 21.51	\$ 440,718.39	\$ 36,726.53

7. **Tenant's Share of Expenses.** Tenant to pay full pro-rata share of all actual operating expenses. Including a Reimbursable Property Management Fee which shall increase by three (3%) per rentable square foot annually, effective January 1, 2022.

Lease Year 1	ESTIMATED OPERATING EXPENSES			
	RSF	per RSF	"Annual"	Monthly
2021	20,489	\$ 5.83	\$ 119,450.87	\$ 9,954.24

8. **Janitorial.** Tenant shall be responsible for all janitorial service within the Leased Premises
9. **Utilities.** Tenant shall be responsible for all utility services within the Leased Premises.
10. **Effective Date.** The effective date of this Amendment is May 12, 2021.

11. **Renewal Period.** Tenant shall be provided one (1) five (5) year option to renew by providing Landlord with at least One Hundred Eighty (180) days written notice prior to the expiration of its lease term. The Base Rent shall increase by Two- and One-half (2.50%) percent for each year of the renewal period.

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12. **Amendment and Revival.** This Amendment is an amendment to and shall be deemed an integral part of the Lease. Except to the extent to which the provisions of this Amendment modify the provisions of the Lease, the provisions of the Lease shall remain in full force and effect. To the extent that the Term of the Lease has expired or otherwise been terminated prior to the date of this Amendment, this Amendment shall serve as a revival of the Lease. Both parties shall be bound by the Lease, as amended hereby, and any and all rights and remedies of both parties hereto shall be restored on the terms set forth in the Lease.

13. **Binding effect.** This Amendment shall be binding upon, and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Amendment to be duly executed this 12th day of May, 2021.

LANDLORD:

Wyomissing Professional Center III, Limited Partnership, a Pennsylvania limited partnership, by its General Partner, Wyomissing Professional Center III, Inc.

By: /s/ Peter W. Carlino
Peter W. Carlino, President

TENANT:

Penn National Gaming, Inc., a Pennsylvania corporation

ATTESTED:

By: /s/ Amanda Garber
Name: Amanda Garber

By: /s/ Harper Ko
Name: Harper Ko
Title: EVP, Chief Legal Officer and Secretary

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NINTH AMENDMENT TO MASTER LEASE

THIS NINTH AMENDMENT TO MASTER LEASE (this “**Amendment**”) is being entered into on this 14th day of January, 2022 (the “**Effective Date**”), by and between GLP Capital, L.P. (together with its permitted successors and assigns, “**Landlord**”) and Penn Tenant, LLC (together with its permitted successors and assigns, “**Tenant**”), and shall amend that certain Master Lease, dated November 1, 2013, as amended by that certain First Amendment to Master Lease, dated March 5, 2014, that certain Second Amendment to Master Lease and First Amendment to Access Agreement, dated April 18, 2014, that certain Third Amendment to Master Lease, dated September 20, 2016, and that certain Fourth Amendment to Master Lease, dated May 1, 2017, that certain Fifth Amendment to Master Lease, dated June 19, 2018, that certain Sixth Amendment to Master Lease, dated August 8, 2018, that certain Seventh Amendment to Master Lease, dated October 31, 2018, and that certain Eighth Amendment to Master Lease, dated November 20, 2018 (collectively with the foregoing, the “**Master Lease**”), by and among Landlord and Tenant, pursuant to which Tenant leases certain Leased Property, as further defined in the Master Lease. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Master Lease.

BACKGROUND:

WHEREAS, Landlord and Tenant each desire to amend the Master Lease as more fully described herein.

NOW, THEREFORE, in consideration of the provisions set forth in the Master Lease as amended by this Amendment, including, but not limited to, the mutual representations, warranties, covenants and agreements contained therein and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby respectively acknowledged, and subject to the terms and conditions thereof and hereof, the parties, intending to be legally bound, hereby agree that the Master Lease shall be amended as follows:

**Article I
AMENDMENT TO ARTICLE II OF THE MASTER LEASE**

1.1 The definition of Net Revenue of the Master Lease is hereby amended and restated in its entirety with the following language:

“**Net Revenue**: The sum of, without duplication, (i) the amount received by Tenant (and its Subsidiaries and its subtenants) from patrons at any Facility for gaming, less refunds and free promotional play provided to the customers and invitees of Tenant (and its Subsidiaries and subtenants) pursuant to a rewards, marketing, and/or frequent users program, and less amounts returned to patrons through winnings at any Facility (the amounts in this clause (i), “**Gaming Revenues**”); and (ii) the gross receipts of Tenant (and its Subsidiaries and subtenants) for all goods and merchandise sold, the charges for all services performed, or any other revenues generated by Tenant (and its Subsidiaries and subtenants) in, at, or from the Leased Property for cash, credit, or otherwise (without reserve or deduction for uncollected amounts), but excluding any Gaming Revenues (the amounts in this clause (ii), “**Retail Sales**”); less (iii) the retail value of accommodations, food and beverage, and other services furnished without charge to guests of Tenant (and its Subsidiaries and subtenants) at any Facility (the amounts in this clause (iii), “**Promotional Allowance**”). For the avoidance of doubt, gaming taxes and casino operating expenses (such as salaries, income taxes, employment taxes, supplies, equipment, cost of goods and inventory, rent, office overhead, marketing and advertising

and other general administrative costs) will not be deducted in arriving at Net Revenue. Net Revenue will be calculated on an accrual basis for these purposes, as required under GAAP. For the absence of doubt, if Gaming Revenues, Retail Sales or Promotional Allowances of a Subsidiary or subtenant, as applicable, are taken into account for purposes of calculating Net Revenue, any rent received by Tenant from such Subsidiary or subtenant, as applicable, pursuant to any sublease with such Subsidiary or subtenant, as applicable, shall not also be taken into account for purposes of calculating Net Revenues. Notwithstanding the foregoing, with respect to any Specified Sublease, Net Revenue shall not include Gaming Revenues or Retail Sales from the subtenants under such subleases and shall include the rent received by Tenant or its subsidiaries thereunder. Net Revenue shall not include online or internet-based revenue (including online gaming or internet-based sports-related gaming, "**iGaming**"), except to the extent that the online or internet-based revenue is derived from gaming, wagering or related activity that occurs while the patron is physically located at, in or on Leased Property ("**Onsite iGaming**"). For the avoidance of doubt, and with respect to Onsite iGaming, Net Revenue shall (i) not include any revenues that Tenant, Tenant's Parent or any of their Affiliates receives from market access agreements or "skin" agreements for iGaming between Tenant, Tenant's Parent or any of their Affiliates and any third party, and (ii) include all income, whether reported in net revenue or any other income statement line item of Tenant, Tenant's Parent or any of their Affiliates. Tenant shall be responsible for any incremental costs associated with tracking Onsite iGaming, including by way of geo-location related technology or otherwise (collectively, "**Online Tracking**"). Notwithstanding the foregoing, Tenant shall not be required to track Onsite Gaming until such time as Online Tracking is installed by Tenant at the Leased Property, which shall be as soon as reasonably practicable but no later than six months after the launch of Onsite iGaming. In addition, Net Revenue attributed to Onsite iGaming at each Leased Property shall not be less than \$0 on an annual basis. The allocation of iGaming Promotional Allowances for purposes of determining Net Revenue shall be limited to the same percentage as Onsite iGaming revenue for such applicable Leased Property of total iGaming revenue; provided that iGaming Promotional Allowances shall not exceed fifteen percent (15%) of Onsite iGaming Net Revenue."

1.2 The definition of Adjusted Revenue of the Master Lease is hereby amended and restated in its entirety with the following language:

"**Adjusted Revenue:** For any Test Period, Net Revenue (i) *minus* expenses other than Specified Expenses and (ii) *plus* Specified Proceeds, if any; provided, however, that for purposes of calculating Adjusted Revenue, Net Revenue shall not include Gaming Revenues, Retail Sales or Promotional Allowances of any subtenants of Tenant or any deemed payments under subleases of this Master Lease, licenses or other access rights from Tenant to its operating subsidiaries. Adjusted Revenue shall be calculated on a pro forma basis to give effect to any increase or decrease in Rent as a result of the addition or removal of Leased Property to this Master Lease since the beginning of any Test Period of Tenant as if each such increase or decrease had been effected on the first day of such Test Period. Notwithstanding the foregoing, with respect to the deduction of expenses related to or arising from Onsite iGaming under subsection (i) above, only Eligible iGaming Expenses may be deducted."

1.3 The following definition of Eligible iGaming Expenses is hereby inserted into Article II of the Master Lease:

"**Eligible iGaming Expenses:** shall mean any expenses incurred directly for Onsite iGaming, and shall not include, (i) any expense that is associated with the development of the sports betting or iGaming applications and related products (including, if applicable

and for the sake of clarity, the amortization of any capitalized expenses), (ii) any expense associated with the acquisition of Barstool or the initial licensing of sports betting or iGaming, (iii) start-up costs associated with the introduction of sports betting or iGaming, (iv) research and development-type of expenses, and (v) any other indirect expenses related to sports betting or iGaming.”

Article II
AMENDMENT TO ARTICLE VII OF THE MASTER LEASE

1.1 Section 7.2(d)(ii) of the Master Lease is hereby amended and restated in its entirety with the following language: “(ii) when calculating the Percentage Rent due, the Net Revenue for each and every such Facility whose operations have permanently ceased shall in the year of such cessation, and for each year thereafter, be equal to the Net Revenue for such Facility for the calendar year immediate prior to the year in which the Facility permanently ceased its operations.”

1.2 The second to last grammatical sentence of Section 7.4(a) of the Master Lease is hereby amended and restated in its entirety with the following language: “Should Landlord notify Tenant that it does not intend to pursue such Greenfield Project (or should Landlord decline to notify Tenant of its affirmative response within such thirty (30) day period), or if the parties despite good faith efforts on both sides fail to reach agreement on the terms under which such opportunity would be jointly pursued under this Master Lease and such new Greenfield Project would become a portion of the Leased Property hereunder, in any event, within forty-five (45) days after Landlord’s notice to Tenant of Landlord’s intent to participate in such Greenfield Project, then (a) for each and every Affected Facility the Net Revenue when used in the calculation of Percentage Rent will thereafter subject to a floor, which floor shall be based on the Net Revenue for such Affected Facility for the calendar year immediately prior to the year in which the Greenfield Project is first opened to the public (the “**Greenfield Floor**”), (b) thereafter when calculating Percentage Rent, the Net Revenue for such Affected Facility shall be equal to the greater of (i) the actual Net Revenue derived from such Affected Facility for the applicable calculation period, and (ii) the Greenfield Floor, and (c) for the avoidance of doubt, Percentage Rent shall be subject to normal periodic adjustments each Percentage Rent Reset Year and in accordance with Section 14.6; provided that the Net Revenue for the Affected Facility may not be reduced below the Greenfield Floor.”

1.3 Section 7.4(e) of the Master Lease is hereby amended and restated in its entirety with the following language: “Tenant’s Rights to Acquire or Operate Existing Facilities. In the event Tenant or its Affiliate acquires or operates any existing competing Gaming Facility within the Restricted Area (a “**Competing Facility**”), (a) for each and every Affected Facility the Net Revenue derived from such Affected Facility when used in the calculation of Percentage Rent will thereafter be subject to a floor, which floor shall be based on the Net Revenue for such Affected Facility for the calendar year immediately prior to the year in which the Competing Facility is acquired or first operated by Tenant or its Affiliate (the “**Competing Facility Floor**”), (b) thereafter when calculating Percentage Rent, the Net Revenue for such Affected Facility shall be equal to the greater of (i) the actual Net Revenue derived from such Affected Facility for the applicable calculation period, and (ii) the Competing Facility Floor, and (c) for the avoidance of doubt, Percentage Rent shall be subject to normal periodic adjustments each Percentage Rent Reset Year and in accordance with Section 14.6; provided that the Net Revenue for the Affected Facility may not be reduced below the Competing Facility Floor.”

Article III
AFFECTED FACILITY

1.1 Tenant notified Landlord of its intention to develop two new Gaming Facilities – Hollywood Casino Morgantown in Morgantown, Pennsylvania (“**Morgantown**”) and Hollywood Casino York in York, Pennsylvania (“**York**”), each of which is located within sixty (60) miles from that Facility commonly known as Hollywood Casino Penn National Race Course located in Grantville, Pennsylvania (“**PNRC**”). Pursuant to Section 7.4(a) of the Master Lease, York and Morgantown each constitute a “Greenfield Project” in which Landlord has declined to participate and PNRC is an “Affected Facility”.

1.2 Commencing on the earlier to occur of the date Morgantown or York first opens to the public (the “**Opening Date**”), the Net Revenue for PNRC used in the calculation of Percentage Rent due under the Master Lease shall be subject to a Greenfield Floor, which shall be the greater of (i) an amount equal to the annualized Net Revenues for PNRC based upon the Net Revenues for PNRC for the period (a) commencing on the later of January 1, 2021 and the first date in 2021 that PNRC is open to the public and (b) ending (and including) on the Opening Date, and (ii) the Greenfield Floor calculated in accordance with Section 7.4(a) of the Master Lease. Percentage Rent shall remain subject to normal periodic adjustments in accordance with the terms of the Master Lease, but the annual Net Revenue derived from PNRC for purposes of calculating Percentage Rent may not be reduced below the Greenfield Floor.

1.3 Notwithstanding the foregoing, to the extent permitted by applicable Legal Requirements and as permitted by a private letter ruling from the Internal Revenue Service, from and after the Opening Date, when calculating the Escalation for any Lease Year for which the Greenfield Floor, as determined in accordance with Section 4.2 above, is greater than the actual PNRC Net Revenues the calculation of the Adjusted Revenue to Rent Ratio (i) shall exclude any Adjusted Revenue received from PNRC during the applicable period for purposes of “Adjusted Revenue”, and (ii) the term “Rent” shall mean the Rent minus the PNRC Rent for such Lease Year. For purposes hereof, the “**PNRC Rent**” for any Lease Year shall be an amount equal to (x) \$21,066,000 of Building Base Rent, which amount shall increase each Lease Year by the Escalation in accordance with the Master Lease other than for any Lease Year in which the Greenfield Floor is greater than the actual PNRC Net Revenues, plus (y) \$6,294,000 of Land Base Rent plus (z) the Percentage Rent attributable to PNRC when calculated using the Greenfield Floor as determined in Section 4.2 above. For the avoidance of doubt, each Lease Year the full Building Base Rent (inclusive of any portion of the PNRC Rent attributable to Building Base Rent) shall increase in accordance with the provisions of the Master Lease and for any Lease Year in which the Escalation is calculated pursuant to this Section 4.3, the Building Base Rent shall increase to an annual amount equal to the sum of (x) the full Building Base Rent for the immediately preceding Lease Year (inclusive of any portion of the PNRC Rent attributable to Building Base Rent) and (y) the Escalation as calculated in accordance with this Section 4.3.

Article IV AMENDMENT TO ARTICLE XIV TO THE MASTER LEASE

1.1 Section 14.6 of the Master Lease is hereby amended and restated in its entirety with the following language:

“Section 14.6 **Termination of Master Lease; Abatement of Rent.** In the event this Master Lease is terminated as to an affected Leased Property pursuant to Section 1.4 (with respect to the Term terminating in respect of a Barge-Based Facility), Section 8.2 (in respect of Tenant being in jeopardy of losing a Gaming License or Landlord being in jeopardy of failing to comply with a regulatory requirement material to the continued operation of a Facility), Section 14.5 (in the event Facility Mortgagee elects to apply insurance proceeds to pay down indebtedness secured by a Facility Mortgage following the damage to or destruction of all or any portion of the Leased Property or such prepayment is required under the related financing document) or Section 15.5

(as provided therein) (such termination or cessation, a “**Leased Property Rent Adjustment Event**”), then:

(i) the Building Base Rent due hereunder from and after the effective date of any such Leased Property Rent Adjustment Event shall be reduced by an amount determined by multiplying (A) a fraction, (x) the numerator of which shall be the fair market value for the affected Leased Property immediately prior to the effective date of the Leased Property Rent Adjustment Event and (y) the denominator of which shall be the fair market value for all of the Leased Property then subject to the terms of this Master Lease, including the affected Leased Property immediately prior to the effective date of such Leased Property Rent Adjustment Event (in each case the fair market value as determined in good faith by the parties or if the parties cannot agree, by an Expert pursuant to Section 34.1 of this Master Lease), by (B) the Building Base Rent payable under this Master Lease immediately prior to the effective date of the Leased Property Rent Adjustment Event as to the affected Leased Property;

(ii) the CT Land Base Rent due hereunder from and after the effective date of any such Leased Property Rent Adjustment Event with respect to a CT Facility shall be reduced by an amount determined by multiplying (A) a fraction, (x) the numerator of which shall be the fair market value for the affected CT Facility immediately prior to the effective date of the Leased Property Rent Adjustment Event and (y) the denominator of which shall be the fair market value for all of the CT Facilities then subject to the terms of this Master Lease, including the affected CT Facility, immediately prior to the effective date of the Leased Property Rent Adjustment Event (in each case the fair market value as determined in good faith by the parties or if the parties cannot agree, by an Expert pursuant to Section 34.1 of this Master Lease), by (B) the CT Land Base Rent payable under this Master Lease immediately prior to the effective date of the Leased Property Rent Adjustment Event as to the affected CT Facility;

(iii) the Other Land Base Rent due hereunder from and after the effective date of any such Leased Property Rent Adjustment Event with respect to a Leased Property (other than a CT Facility) shall be reduced by an amount determined by multiplying (A) a fraction, (x) the numerator of which shall be the fair market value for the affected Leased Property immediately prior to the effective date of the Leased Property Rent Adjustment Event and (y) the denominator of which shall be the fair market value for all of the Leased Property (other than the CT Facilities) then subject to the terms of this Master Lease, including the affected Leased Property immediately prior to the effective date of the Leased Property Rent Adjustment Event (in each case the fair market value as determined in good faith by the parties or if the parties cannot agree, by an Expert pursuant to Section 34.1 of this Master Lease), by (B) the Other Land Base Rent payable under this Master Lease immediately prior to the effective date of the Leased Property Rent Adjustment Event as to the affected Leased Property;

(iv) the Percentage Rent due under clause (1) of the definition of Percentage Rent from and after the effective date of any such Leased Property Rent Adjustment Event with respect to a Leased Property (other than a CT Facility), shall be reduced by an amount determined by multiplying (A) a fraction, (x) the numerator of which shall be the fair market value for the affected Leased Property immediately prior to the effective date of the Leased Property Rent Adjustment Event and (y) the denominator of which shall be the fair market value for all of the Leased Property (other than the CT Facilities) then subject to the terms of this Master Lease, including the affected Leased Property immediately prior to the effective date of the Leased Property Rent Adjustment Event (in each case the fair market value as determined in good faith by the parties or if the parties cannot agree, by an Expert pursuant to Section 34.1 of this Master Lease), by (B) the Percentage Rent payable under clause (1) of the definition of Percentage Rent

immediately prior to the effective date of the Leased Property Rent Adjustment Event as to the affected Leased Property;

(v) the amount set forth in clause (b) of the proviso of clause (1) of the definition of Percentage Rent shall be modified from and after the effective date of any such Leased Property Rent Adjustment Event with respect to a Leased Property (other than a CT Facility) by reducing the amount set forth in clause (b) of the proviso of clause (1) of the definition of Percentage Rent by an amount determined by multiplying (A) a fraction, (x) the numerator of which is the fair market value for the affected Leased Property immediately prior to the effective date of the Leased Property Rent Adjustment Event immediately prior to the effective date of the Leased Property Rent Adjustment Event and (y) the denominator of which is the fair market value for all of the Leased Property (other than the CT Facilities) then subject to the terms of this Master Lease, including the affected Leased Property immediately prior to the effective date of the Leased Property Rent Adjustment Event (in each case the fair market value as determined in good faith by the parties or if the parties cannot agree, by an Expert pursuant to Section 34.1 of this Master Lease), by (B) the amount set forth in clause (b) of the proviso of clause (1) of the definition of Percentage Rent immediately prior to the effective date of the Leased Property Rent Adjustment Event as to the affected Leased Property;

(vi) the calculation of Percentage Rent due under clause (2) of the definition of Percentage Rent shall be modified from and after the effective date of any such Leased Property Rent Adjustment Event with respect to a CT Facility by reducing the amount set forth in clause (2)(ii) of the definition of Percentage Rent by an amount determined by multiplying (A) a fraction, (x) the numerator of which is the fair market value for the affected CT Facility immediately prior to the effective date of the Leased Property Rent Adjustment Event and (y) the denominator of which is the fair market value for all of the CT Facilities subject to the Master Lease, including the affected CT Facility immediately prior to the effective date of the Leased Property Rent Adjustment Event (in each case the fair market value as determined in good faith by the parties or if the parties cannot agree, by an Expert pursuant to Section 34.1 of this Master Lease), by (B) the amount set forth in clause (2)(ii) of the definition of Percentage Rent (in each case, determined by reference to the most recent Test Period for which Tenant's Parent's financial results are available); and

(vii) Landlord shall retain any claim which Landlord may have against Tenant for failure to insure such Leased Property as required by Article XIII.

Notwithstanding anything to the contrary contained herein, in no event shall the termination of the Master Lease as to the Resorts Casino Tunica property identified on Annex A attached to the Fourth Amendment, as a result of Tenant discontinuing operations and forfeiting the Gaming License for such Additional Leased Property be considered a "Leased Property Rent Adjustment Event," and no adjustments to Rent will be made as a result of the closure of the Resorts Casino Tunica property, including pursuant to Section 7.2(d) or elsewhere in this Master Lease."

Article V AUTHORITY TO ENTER INTO AMENDMENT

Each party represents and warrants to the other that: (i) this Amendment and all other documents executed or to be executed by it in connection herewith have been duly authorized and shall be binding upon it; (ii) it is duly organized, validly existing and in good standing under the laws of the state of its formation and is duly authorized and qualified to perform this Amendment and the Master Lease, as amended hereby, within the State(s) where any portion of the Leased Property is located, and (iii) neither this Amendment, the Master Lease, as amended

hereby, nor any other document executed or to be executed in connection herewith violates the terms of any other agreement of such party.

**Article VI
MISCELLANEOUS**

1.1 **Brokers.** Tenant warrants that it has not had any contact or dealings with any Person or real estate broker which would give rise to the payment of any fee or brokerage commission in connection with this Amendment, and Tenant shall indemnify, protect, hold harmless and defend Landlord from and against any liability with respect to any fee or brokerage commission arising out of any act or omission of Tenant. Landlord warrants that it has not had any contact or dealings with any Person or real estate broker which would give rise to the payment of any fee or brokerage commission in connection with this Amendment, and Landlord shall indemnify, protect, hold harmless and defend Tenant from and against any liability with respect to any fee or brokerage commission arising out of any act or omission of Landlord.

1.2 **Costs and Expenses; Fees.** Each party shall be responsible for and bear all of its own expenses incurred in connection with pursuing or consummating this Amendment and the transactions contemplated by this Amendment, including, but not limited to, fees and expenses, legal counsel, accountants, and other facilitators and advisors.

1.3 **Choice of Law and Forum Selection Clause.** This Amendment shall be construed and interpreted, and the rights of the parties shall be determined, in accordance with the substantive Laws of the State of New York without regard to the conflict of law principles thereof or of any other jurisdiction.

1.4 **Counterparts; Facsimile Signatures.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

1.5 **No Further Modification.** Except as modified hereby, the Master Lease remains in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by each of the undersigned as of the date first above written.

LANDLORD:

GLP CAPITAL, L.P.

By: /s/ Brandon Moore
Name: Brandon Moore
Title: EVP, General Counsel & Secretary

TENANT:

PENN TENANT, LLC

By: Penn National Gaming, Inc.
its managing member

By: /s/ Harper Ko
Name: Harper Ko
Title: EVP, General Counsel and Secretary

FIFTH AMENDMENT TO MASTER LEASE

THIS FIFTH AMENDMENT TO MASTER LEASE (this “**Amendment**”) is being entered into on this 14th day of January, 2022 (the “**Effective Date**”), by and between Gold Merger Sub, LLC (together with its permitted successors and assigns, “**Landlord**”) and Pinnacle MLS, LLC (together with its permitted successors and assigns, “**Tenant**”), and shall amend that certain Master Lease, dated April 28, 2016, as amended by that certain First Amendment to Master Lease, dated August 29, 2016, that certain Second Amendment to Master Lease, dated October 25, 2016, that certain Third Amendment to Master Lease, dated March 24, 2017, and that certain Fourth Amendment to Master Lease, dated October 15, 2018 (collectively with the foregoing, the “**Master Lease**”), by and among Landlord and Tenant, pursuant to which Tenant leases certain Leased Property, as further defined in the Master Lease. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Master Lease.

BACKGROUND:

WHEREAS, Landlord and Tenant each desire to amend the Master Lease as more fully described herein.

NOW, THEREFORE, in consideration of the provisions set forth in the Master Lease as amended by this Amendment, including, but not limited to, the mutual representations, warranties, covenants and agreements contained therein and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby respectively acknowledged, and subject to the terms and conditions thereof and hereof, the parties, intending to be legally bound, hereby agree that the Master Lease shall be amended as follows:

**Article I
AMENDMENT TO ARTICLE II OF THE MASTER LEASE**

1.1 The definition of Net Revenue in the Master Lease is hereby amended and restated in its entirety with the following language:

“**Net Revenue**: The sum of, without duplication, (i) the amount received by Tenant (and its Subsidiaries and its subtenants) from patrons at any Facility for gaming, less refunds and free promotional play provided to the customers and invitees of Tenant (and its Subsidiaries and subtenants) pursuant to a rewards, marketing, and/or frequent users program, and less amounts returned to patrons through winnings at any Facility (the amounts in this clause (i), “**Gaming Revenues**”); and (ii) the gross receipts of Tenant (and its Subsidiaries and subtenants) for all goods and merchandise sold, the charges for all services performed, or any other revenues generated by Tenant (and its Subsidiaries and subtenants) in, at, or from the Leased Property for cash, credit, or otherwise (without reserve or deduction for uncollected amounts), but excluding any Gaming Revenues (the amounts in this clause (ii), “**Retail Sales**”); less (iii) the retail value of accommodations, food and beverage, and other services furnished without charge to guests of Tenant (and its Subsidiaries and subtenants) at any Facility (the amounts in this clause (iii), “**Promotional Allowance**”). For the avoidance of doubt, gaming taxes and casino operating expenses (such as salaries, income taxes, employment taxes, supplies, equipment, cost of goods and inventory, rent, office overhead, marketing and advertising and other general administrative costs) will not be deducted in arriving at Net Revenue. Net Revenue will be calculated on an accrual basis for these purposes, as required under GAAP. For the absence of doubt, if Gaming Revenues, Retail Sales or Promotional

Allowances of a Subsidiary or subtenant, as applicable, are taken into account for purposes of calculating Net Revenue, any rent received by Tenant from such Subsidiary or subtenant, as applicable, pursuant to any sublease with such Subsidiary or subtenant, as applicable, shall not also be taken into account for purposes of calculating Net Revenues. Notwithstanding the foregoing, (i) with respect to any Specified Sublease, Net Revenue shall not include Gaming Revenues or Retail Sales from the subtenants under such subleases and shall include the rent received by Tenant or its subsidiaries thereunder; and (ii) with respect to any Excluded Sublease, Net Revenue shall not include Retail Sales from the subtenants under such sublease. Net Revenue shall not include online or internet-based revenue (including online gaming or internet-based sports-related gaming, “**iGaming**”), except to the extent that the online or internet-based revenue is derived from gaming, wagering or related activity that occurs while the patron is physically located at, in or on Leased Property (“**Onsite iGaming**”). For the avoidance of doubt, and with respect to Onsite iGaming, Net Revenue shall (i) not include any revenues that Tenant, Tenant’s Parent or any of their Affiliates receives from market access agreements or “skin” agreements for iGaming between Tenant, Tenant’s Parent or any of their Affiliates and any third party, and (ii) include all income, whether reported in net revenue or any other income statement line item of Tenant, Tenant’s Parent or any of their Affiliates. Tenant shall be responsible for any incremental costs associated with tracking Onsite iGaming, including by way of geo-location related technology or otherwise (collectively, “**Online Tracking**”). Notwithstanding the foregoing, Tenant shall not be required to track Onsite Gaming until such time as Online Tracking is installed by Tenant at the Leased Property, which shall be as soon as reasonably practicable but no later than six months after the launch of Onsite iGaming. In addition, Net Revenue attributed to Onsite iGaming at each Leased Property shall not be less than \$0 on an annual basis. The allocation of iGaming Promotional Allowances for purposes of determining Net Revenue shall be limited to the same percentage as Onsite iGaming revenue for such applicable Leased Property of total iGaming revenue; provided that iGaming Promotional Allowances shall not exceed fifteen percent (15%) of Onsite iGaming Net Revenue.”

1.2 The definition of Adjusted Revenue in the Master Lease is hereby amended and restated in its entirety with the following language:

“**Adjusted Revenue:** For any Test Period, Net Revenue (i) *minus* expenses other than Specified Expenses and (ii) *plus* Specified Proceeds, if any; provided, however, that for purposes of calculating Adjusted Revenue, Net Revenue shall not include Gaming Revenues, Retail Sales or Promotional Allowances of any subtenants of Tenant or any deemed payments under subleases of this Master Lease, licenses or other access rights from Tenant to its operating subsidiaries. Adjusted Revenue shall be calculated on a pro forma basis to give effect to any increase or decrease in Rent as a result of the addition or removal of Leased Property to this Master Lease since the beginning of any Test Period of Tenant as if each such increase or decrease had been effected on the first day of such Test Period. Notwithstanding the foregoing, with respect to the deduction of expenses related to or arising from Onsite iGaming under subsection (i) above, only Eligible iGaming Expenses may be deducted.”

1.3 The definition of Escalation in the Master Lease is hereby amended and restated in its entirety with the following language:

“**Escalation:** For any Lease Year (other than the first Lease Year), the lesser of (a) an amount equal to the excess of (i) the Escalated Building Base Rent for such Lease Year over (ii) the Building Base Rent for the immediately preceding Lease Year, and (b) an amount (but not less than zero) that adding such amount to the Rent for the immediately

preceding Lease Year will have yielded an Adjusted Revenue to Rent Ratio for such preceding Lease Year of 1.8:1, provided that the term "Adjusted Revenue" as used in this definition shall mean the Adjusted Revenue, minus the portion of the Adjusted Revenue derived from the Plainridge Park Facility, and the term "Rent" as used in this definition shall mean the Rent, minus Thirty Eight Million, Nine Hundred Thousand Dollars (\$38,900,000)."

1.4 The following definition of Eligible iGaming Expenses is hereby inserted into Article II of the Master Lease:

"**Eligible iGaming Expenses:** shall mean any expenses incurred directly for Onsite iGaming, and shall not include, (i) any expense that is associated with the development of the sports betting or iGaming applications and related products (including, if applicable and for the sake of clarity, the amortization of any capitalized expenses), (ii) any expense associated with the acquisition of Barstool or the initial licensing of sports betting or iGaming, (iii) start-up costs associated with the introduction of sports betting or iGaming, (iv) research and development-type of expenses, and (v) any other indirect expenses related to sports betting or iGaming."

Article II AMENDMENT TO ARTICLE VII OF THE MASTER LEASE

1.1 Section 7.2(d)(ii) of the Master Lease is hereby amended and restated in its entirety with the following language: "(ii) when calculating the Percentage Rent due, the Net Revenue for each and every such Facility whose operations have permanently ceased shall in the year of such cessation, and for each year thereafter, be equal to the Net Revenue for such Facility for the calendar year immediate prior to the year in which the Facility permanently ceased its operations."

1.2 The second to last grammatical sentence of Section 7.3(a) of the Master Lease is hereby amended and restated in its entirety with the following language: "Should Landlord notify Tenant that it does not intend to pursue such Greenfield Project (or should Landlord decline to notify Tenant of its affirmative response within such thirty (30) day period), or if the parties despite good faith efforts on both sides fail to reach agreement on the terms under which such opportunity would be jointly pursued under this Master Lease and such new Greenfield Project would become a portion of the Leased Property hereunder, in any event, within forty-five (45) days after Landlord's notice to Tenant of Landlord's intent to participate in such Greenfield Project, then (a) for each and every Affected Facility the Net Revenue when used in the calculation of Percentage Rent will thereafter subject to a floor, which floor shall be based on the Net Revenue for such Affected Facility for the calendar year immediately prior to the year in which the Greenfield Project is first opened to the public (the "**Greenfield Floor**"), (b) thereafter when calculating Percentage Rent, the Net Revenue for such Affected Facility shall be equal to the greater of (i) the actual Net Revenue derived from such Affected Facility for the applicable calculation period, and (ii) the Greenfield Floor, and (c) for the avoidance of doubt, Percentage Rent shall be subject to normal periodic adjustments each Percentage Rent Reset Year and in accordance with Section 14.6; provided that the Net Revenue for the Affected Facility may not be reduced below the Greenfield Floor."

1.3 Section 7.3(e) of the Master Lease is hereby amended and restated in its entirety with the following language: "Tenant's Rights to Acquire or Operate Existing Facilities. In the event Tenant or its Affiliate acquires or operates any existing competing Gaming Facility within the Restricted Area (a "**Competing Facility**"), (a) for each and every Affected Facility the Net Revenue derived from such Affected Facility when used in the calculation of Percentage Rent

will thereafter be subject to a floor, which floor shall be based on the Net Revenue for such Affected Facility for the calendar year immediately prior to the year in which the Competing Facility is acquired or first operated by Tenant or its Affiliate (the “**Competing Facility Floor**”), (b) thereafter when calculating Percentage Rent, the Net Revenue for such Affected Facility shall be equal to the greater of (i) the actual Net Revenue derived from such Affected Facility for the applicable calculation period, and (ii) the Competing Facility Floor, and (c) for the avoidance of doubt, Percentage Rent shall be subject to normal periodic adjustments each Percentage Rent Reset Year and in accordance with Section 14.6; provided that the Net Revenue for the Affected Facility may not be reduced below the Competing Facility Floor.”

Article III
AMENDMENT TO ARTICLE XIV TO THE MASTER LEASE

1.1 Section 14.6 of the Master Lease is hereby amended and restated in its entirety with the following language:

“**Section 14.6 Termination of Master Lease; Abatement of Rent.** In the event this Master Lease is terminated as to an affected Leased Property pursuant to Section 8.2 (in respect of Tenant being in jeopardy of losing a Gaming License or Landlord being in jeopardy of failing to comply with a regulatory requirement material to the continued operation of a Facility), Section 14.5 (in the event Facility Mortgagee elects to apply insurance proceeds to pay down indebtedness secured by a Facility Mortgage following the damage to or destruction of all or any portion of the Leased Property or such prepayment is required under the related financing document) or Section 15.5 (as provided therein) (such termination or cessation, a “**Leased Property Rent Adjustment Event**”), then:

- (i) the Building Base Rent due hereunder from and after the effective date of any such Leased Property Rent Adjustment Event shall be reduced by an amount determined by multiplying (A) a fraction, (x) the numerator of which shall be the fair market value for the affected Leased Property immediately prior to the effective date of the Leased Property Rent Adjustment Event and (y) the denominator of which shall be the fair market value for all of the Leased Property then subject to the terms of this Master Lease, including the affected Leased Property immediately prior to the effective date of such Leased Property Rent Adjustment Event (in each case as determined in good faith by the parties or if the parties cannot agree, by an Expert pursuant to Section 34.1 of Master Lease), by (B) the Building Base Rent payable under this Master Lease immediately prior to the effective date of the Leased Property Rent Adjustment Event as to the affected Leased Property;
- (ii) the Land Base Rent due hereunder from and after the effective date of any such Leased Property Rent Adjustment Event shall be reduced by an amount determined by multiplying (A) a fraction, (x) the numerator of which shall be the fair market value for the affected Leased Property immediately prior to the effective date of the Leased Property Rent Adjustment Event and (y) the denominator of which shall be the fair market value for all of the Leased Property then subject to the terms of this Master Lease, including the affected Leased Property immediately prior to the effective date of such Leased Property Rent Adjustment Event (in each case as determined in good faith by the parties or if the parties cannot agree, by an Expert pursuant to Section 34.1 of this Master Lease), by (B) the Land Base Rent payable under this Master Lease immediately prior to the effective date of the Leased Property Rent Adjustment Event as to the affected Leased Property;

- (iii) the Percentage Rent due from and after the effective date of any such Leased Property Rent Adjustment Event with respect to a Leased Property (other than the Plainridge Park Facility), shall be reduced by an amount determined by multiplying (A) a fraction, (x) the numerator of which shall be the fair market value for the affected Leased Property immediately prior to the effective date of the Leased Property Rent Adjustment Event and (y) the denominator of which shall be the fair market value for all of the Leased Property (other than the Plainridge Park Facility) then subject to the terms of this Master Lease, including the affected Leased Property immediately prior to the effective date of such Leased Property Rent Adjustment Event (in each case as determined in good faith by the parties or if the parties cannot agree, by an Expert pursuant to Section 34.1 of this Master Lease), by (B) the Percentage Rent payable immediately prior to the effective date of the Leased Property Rent Adjustment Event as to the affected Leased Property;
- (iv) the amount set forth in clause (b) of the second sentence of the definition of Percentage Rent shall be modified from and after the effective date of any such Leased Property Rent Adjustment Event with respect to a Leased Property (other than the Plainridge Park Facility) by reducing the amount set forth in clause (b) of the second sentence of the definition of Percentage Rent by an amount determined by multiplying (A) a fraction, (x) the numerator of which is the fair market value for the affected Leased Property immediately prior to the effective date of the Leased Property Rent Adjustment Event and (y) the denominator of which is the fair market value for all of the Leased Property (other than the Plainridge Park Facility) then subject to the terms of this Master Lease, including the affected Leased Property immediately prior to the effective date of such Leased Property Rent Adjustment Event (in each case as determined in good faith by the parties or if the parties cannot agree, by an Expert pursuant to Section 34.1 of this Master Lease), by (B) the amount set forth in clause (b) of the second sentence of the definition of Percentage Rent immediately prior to the effective date of the Leased Property Rent Adjustment Event as to the affected Leased Property;
- (v) Landlord shall retain any claim which Landlord may have against Tenant for failure to insure such Leased Property as required by Article XIII; and
- (vi) In the event the affected Leased Property triggering the Leased Property Rent Adjustment Date is the Plainridge Park Facility, then the Base Rent due and after the effective date of any such Leased Property Rent Adjustment Event shall be reduced by Twenty-Five Million Dollars (\$25,000,000).”

**Article IV
AUTHORITY TO ENTER INTO AMENDMENT**

Each party represents and warrants to the other that: (i) this Amendment and all other documents executed or to be executed by it in connection herewith have been duly authorized and shall be binding upon it; (ii) it is duly organized, validly existing and in good standing under the laws of the state of its formation and is duly authorized and qualified to perform this Amendment and the Master Lease, as amended hereby, within the State(s) where any portion of the Leased Property is located, and (iii) neither this Amendment, the Master Lease, as amended hereby, nor any other document executed or to be executed in connection herewith violates the terms of any other agreement of such party.

**Article V
MISCELLANEOUS**

1.1 **Brokers.** Tenant warrants that it has not had any contact or dealings with any Person or real estate broker which would give rise to the payment of any fee or brokerage commission in connection with this Amendment, and Tenant shall indemnify, protect, hold harmless and defend Landlord from and against any liability with respect to any fee or brokerage commission arising out of any act or omission of Tenant. Landlord warrants that it has not had any contact or dealings with any Person or real estate broker which would give rise to the payment of any fee or brokerage commission in connection with this Amendment, and Landlord shall indemnify, protect, hold harmless and defend Tenant from and against any liability with respect to any fee or brokerage commission arising out of any act or omission of Landlord.

1.2 **Costs and Expenses; Fees.** Each party shall be responsible for and bear all of its own expenses incurred in connection with pursuing or consummating this Amendment and the transactions contemplated by this Amendment, including, but not limited to, fees and expenses, legal counsel, accountants, and other facilitators and advisors.

1.3 **Choice of Law and Forum Selection Clause.** This Amendment shall be construed and interpreted, and the rights of the parties shall be determined, in accordance with the substantive Laws of the State of New York without regard to the conflict of law principles thereof or of any other jurisdiction.

1.4 **Counterparts; Facsimile Signatures.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

1.5 **No Further Modification.** Except as modified hereby, the Master Lease remains in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by each of the undersigned as of the date first above written.

LANDLORD:

GOLD MERGER SUB, LLC

By: /s/ Brandon J. Moore
Name: Brandon J. Moore
Title: VP & Secretary

TENANT:

PINNACLE MLS, LLC

By: Pinnacle Entertainment, Inc.
its sole member

By: /s/ Harper Ko
Name: Harper Ko
Title: Secretary

Subsidiaries of Penn National Gaming, Inc. (a Pennsylvania corporation)

Name of Subsidiary	State or Other Jurisdiction of Incorporation
Abradoodle, LLC	Delaware
Absolute Games, LLC	Delaware
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
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
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
Danville Development, LLC	Delaware
Dayton Real Estate Ventures, LLC (d/b/a Hollywood Gaming at Dayton Raceway)	Ohio
Delvest, LLC	Delaware
Development Ventures, LLC	Delaware
Double Bogey, LLC	Texas
eBetUSA.com, Inc.	Delaware
First Jackpot Interactive, LLC	Delaware
Gaming Jet Services, LLC	Delaware
Greentown Casino, L.L.C.	Michigan
Greentown Holdings, L.L.C.	Michigan

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
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
Kansas Entertainment, LLC (d/b/a Hollywood Casino at Kansas Speedway)	Delaware
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
Penn ADW, LLC	Delaware
Penn Cecil Maryland, LLC (d/b/a Hollywood Casino Perryville)	Maryland
Penn Hollywood Kansas, Inc.	Delaware
Penn Interactive Ventures, 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 Halo, LLC	Delaware
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 (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 Development 33, LLC	Delaware
PNK Development 7, LLC (d/b/a Heartland Poker Tour)	Delaware
PNK Development 8, LLC	Delaware
PNK Development 9, 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 (Canada) Inc.	Ontario, Canada
Score Digital Sports Ventures Inc.	Delaware
Score Fantasy Sports Ltd.	Delaware
Score Media Ventures Inc.	Ontario, Canada
ScoreMobile Inc.	Delaware
SDGV Staffing, LLC	Delaware
SDSV (Delaware) Inc.	Delaware
SDSV (Gibraltar) Limited	Gibraltar
SDSV Inc.	Ontario, Canada
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 Shops at Tropicana Las Vegas, LLC	Nevada
Toledo Gaming Ventures, LLC (d/b/a Hollywood Casino Toledo)	Delaware
Tropicana Las Vegas Hotel and Casino, Inc. (d/b/a Tropicana Las Vegas)	Delaware
Tropicana Las Vegas Intermediate Holdings Inc.	Delaware
Tropicana Las Vegas, Inc.	Nevada
Valley Race Park LLC (d/b/a Valley Race Park)	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
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
2733692 Ontario Inc.	Ontario, Canada

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in:

1. Registration Statement (Form S-8 No. 333-260361) pertaining to Second Amended and Restated Stock Option and Restricted Stock Unit Plan,
2. Registration Statement (Form S-3 No. 333-238149) pertaining to a shelf registration statement,
3. Registration Statement (Form S-8 No. 333-222936) pertaining to the 2018 Long Term Incentive Compensation Plan,
4. Registration Statement (Form S-8 No. 333-226661) pertaining to the 2018 Long Term Incentive Compensation Plan,
5. Registration Statement (Form S-8 No. 333-198135) pertaining to the 2008 Long Term Incentive Compensation Plan,
6. Registration Statement (Form S-8 No. 333-176723) pertaining to the 2008 Long Term Incentive Compensation Plan, and
7. Registration Statement (Form S-8 No. 333-157669) pertaining to the 2008 Long Term Incentive Compensation Plan;

of our reports dated February 28, 2022, relating to the consolidated financial statements of Penn National Gaming, Inc. and Subsidiaries and the effectiveness of Penn National Gaming, Inc.'s internal control over financial reporting, appearing in this Annual Report on Form 10-K for the year ended December 31, 2021.

/s/ Deloitte & Touche LLP

Philadelphia, Pennsylvania
February 28, 2022

Certification Pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934

I, Jay A. Snowden, certify that:

have reviewed this Annual Report on Form 10-K of Penn National Gaming, Inc.;

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;

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;

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:

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;

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;

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

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

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):

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

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 28, 2022

/s/ Jay A. Snowden

Jay A. Snowden

President, Chief Executive Officer 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:

have reviewed this Annual Report on Form 10-K of Penn National Gaming, Inc.;

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;

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;

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:

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;

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;

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

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

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):

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

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 28, 2022

/s/ Felicia R. Hendrix

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 National Gaming, Inc. (the "Company") on Form 10-K for the fiscal year ended December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jay A. Snowden, President, Chief Executive 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:

The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 28, 2022

/s/ Jay A. Snowden

Jay A. Snowden

President, Chief Executive Officer 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 National Gaming, Inc. (the "Company") on Form 10-K for the fiscal year ended December 31, 2021 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:

The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 28, 2022

/s/ Felicia R. Hendrix

Felicia R. Hendrix

Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Description of Governmental Regulations

General

The ownership, operation, and management of our casino, sports wagering and racing 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 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, a state regulatory environment 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 us, 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 state 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 state 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 casinos within the state, and some states 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, 2023.

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 state or states. 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, debtholders and our subsidiaries which gaming authorities may require. Under 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 states, 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; and at our harness racetracks in Bangor, Maine; Dayton, Ohio; Washington, Pennsylvania; and Plainville, Massachusetts. 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 Texas, we have a joint venture agreement for the operation of a thoroughbred track in Houston and a greyhound racing facility in Harlingen, and another joint venture agreement for the operation of a quarter horse and thoroughbred track in San Antonio. In Pennsylvania, we have two off-track wagering facilities. We also conduct telephonic and electronic account wagering operations pursuant to pari-mutuel licenses 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.

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 and expected to commence operations in 2019 pursuant to regulations adopted by the Pennsylvania Gaming Control Board. 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.

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 by in 2022, an affiliate of the Company manages all of Penn National’s 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 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.