

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
FORM 10-Q**

(Mark One)

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

For the quarterly period ended **June 30, 2024**

or

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

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

Commission file number: **0-24206**

**PENN Entertainment, Inc.**

(Exact name of registrant as specified in its charter)

**Pennsylvania**

(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 offices)

(Zip code)

**(610) 373-2400**

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	PENN	The Nasdaq Stock Market LLC

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, 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 is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

As of August 1, 2024, the number of shares of the registrant's common stock outstanding was 152,595,704 (including 468,943 shares of a subsidiary of registrant which are exchangeable into registrant's common stock).

**PENN ENTERTAINMENT, INC. AND SUBSIDIARIES**  
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**PART I. FINANCIAL INFORMATION**

**ITEM 1. FINANCIAL STATEMENTS**

**PENN ENTERTAINMENT, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**(UNAUDITED)**

*(in millions, except share and per share data)*

	June 30, 2024	December 31, 2023
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 877.6	\$ 1,071.8
Accounts receivable, net	251.9	319.0
Prepaid expenses	158.3	225.6
Other current assets	45.0	42.6
Total current assets	1,332.8	1,659.0
Property and equipment, net	3,498.1	3,514.0
Investment in and advances to unconsolidated affiliates	86.5	84.9
Goodwill	2,648.2	2,695.1
Other intangible assets, net	1,606.1	1,618.2
Operating lease right-of-use assets	4,110.7	4,264.7
Finance lease right-of-use assets	2,059.6	2,041.0
Other assets	196.0	187.3
<b>Total assets</b>	<b>\$ 15,538.0</b>	<b>\$ 16,064.2</b>
<b>Liabilities</b>		
Current liabilities		
Accounts payable	\$ 46.1	\$ 36.6
Current maturities of long-term debt	38.2	47.6
Current portion of financing obligations	42.4	41.3
Current portion of operating lease liabilities	311.6	302.3
Current portion of finance lease liabilities	51.8	40.3
Accrued expenses and other current liabilities	809.5	1,021.9
Total current liabilities	1,299.6	1,490.0
Long-term debt, net of current maturities, debt discount and debt issuance costs	2,722.2	2,718.0
Long-term portion of financing obligations	2,364.9	2,386.1
Long-term portion of operating lease liabilities	3,791.3	3,944.1
Long-term portion of finance lease liabilities	2,089.2	2,062.5
Deferred income taxes	74.2	117.6
Other long-term liabilities	143.7	146.3
Total liabilities	12,485.1	12,864.6
<a href="#">Commitments and contingencies (Note 11)</a>		
<b>Stockholders' equity</b>		
Series B Preferred stock (\$0.01 par value, 1,000,000 shares authorized, no shares issued and outstanding)	—	—
Series C Preferred stock (\$0.01 par value, 18,500 shares authorized, no shares issued and outstanding)	—	—
Series D Preferred stock (\$0.01 par value, 5,000 shares authorized, no shares issued and outstanding)	—	—
Common stock (\$0.01 par value, 400,000,000 shares authorized, 177,283,486 and 176,719,596 shares issued, and 152,116,584 and 151,552,694 shares outstanding)	1.8	1.8
Exchangeable shares (\$0.01 par value, 768,441 shares authorized, 768,441 and 700,393 shares issued, 469,878 and 560,267 shares outstanding)	—	—
Treasury stock, at cost (25,166,902 shares repurchased as of both periods)	(779.5)	(779.5)
Additional paid-in capital	4,487.4	4,436.6
Accumulated deficit	(477.0)	(335.5)
Accumulated other comprehensive loss	(176.8)	(121.3)
Total PENN Entertainment, Inc. stockholders' equity	3,055.9	3,202.1
Non-controlling interest	(3.0)	(2.5)
Total stockholders' equity	3,052.9	3,199.6
<b>Total liabilities and stockholders' equity</b>	<b>\$ 15,538.0</b>	<b>\$ 16,064.2</b>

See accompanying notes to the unaudited Consolidated Financial Statements.

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

<i>(in millions, except per share data)</i>	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
<b>Revenues</b>				
Gaming	\$ 1,332.3	\$ 1,292.8	\$ 2,590.6	\$ 2,617.4
Food, beverage, hotel, and other	330.7	382.0	679.3	730.7
Total revenues	<u>1,663.0</u>	<u>1,674.8</u>	<u>3,269.9</u>	<u>3,348.1</u>
<b>Operating expenses</b>				
Gaming	871.1	710.6	1,750.6	1,440.1
Food, beverage, hotel, and other	219.6	267.8	470.8	512.1
General and administrative	388.7	380.3	777.6	773.2
Depreciation and amortization	109.1	110.6	217.8	218.1
Total operating expenses	<u>1,588.5</u>	<u>1,469.3</u>	<u>3,216.8</u>	<u>2,943.5</u>
Operating income	74.5	205.5	53.1	404.6
<b>Other income (expenses)</b>				
Interest expense, net	(119.4)	(115.6)	(238.5)	(228.6)
Interest income	5.8	9.9	12.9	20.3
Income from unconsolidated affiliates	7.8	7.2	15.0	9.8
Gain on Barstool Acquisition, net	—	—	—	83.4
Gain on REIT transactions, net	—	—	—	500.8
Other	1.0	5.8	(0.3)	4.8
Total other income (expenses)	<u>(104.8)</u>	<u>(92.7)</u>	<u>(210.9)</u>	<u>390.5</u>
<b>Income (loss) before income taxes</b>	(30.3)	112.8	(157.8)	795.1
Income tax benefit (expense)	3.2	(34.7)	15.8	(202.6)
<b>Net income (loss)</b>	<u>(27.1)</u>	<u>78.1</u>	<u>(142.0)</u>	<u>592.5</u>
Less: Net loss attributable to non-controlling interest	0.3	0.3	0.5	0.4
<b>Net income (loss) attributable to PENN Entertainment, Inc.</b>	<u>\$ (26.8)</u>	<u>\$ 78.4</u>	<u>\$ (141.5)</u>	<u>\$ 592.9</u>
<b>Earnings per share:</b>				
Basic earnings (loss) per share	\$ (0.18)	\$ 0.51	\$ (0.93)	\$ 3.86
Diluted earnings (loss) per share	\$ (0.18)	\$ 0.48	\$ (0.93)	\$ 3.54
Weighted-average common shares outstanding—basic	152.1	152.8	152.0	153.0
Weighted-average common shares outstanding—diluted	152.1	167.9	152.0	168.2

See accompanying notes to the unaudited Consolidated Financial Statements.

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

<i>(in millions)</i>	<b>For the three months ended June 30,</b>		<b>For the six months ended June 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
<b>Net income (loss)</b>	\$ (27.1)	\$ 78.1	\$ (142.0)	\$ 592.5
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustment during the period	(19.5)	36.4	(55.5)	44.6
Other comprehensive income (loss)	(19.5)	36.4	(55.5)	44.6
<b>Total comprehensive income (loss)</b>	<b>(46.6)</b>	<b>114.5</b>	<b>(197.5)</b>	<b>637.1</b>
Less: Comprehensive loss attributable to non-controlling interest	0.3	0.3	0.5	0.4
<b>Comprehensive income (loss) attributable to PENN Entertainment, Inc.</b>	<b>\$ (46.3)</b>	<b>\$ 114.8</b>	<b>\$ (197.0)</b>	<b>\$ 637.5</b>

See accompanying notes to the unaudited Consolidated Financial Statements.

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

Three Months Ended June 30, 2024 and 2023

<i>(in millions, except share data)</i>	Preferred Stock		Common Stock										
	Shares	Amount	PENN Entertainment, Inc. Shares	Amount	Exchangeable Shares	Amount	Treasury Stock	Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Total PENN Stockholders' Equity	Non-Controlling Interest	Total Stockholders' Equity
Balance as of April 1, 2024	—	\$ —	151,870,805	\$ 1.8	557,174	\$ —	\$ (779.5)	\$ 4,459.9	\$ (450.2)	\$ (157.3)	\$ 3,074.7	\$ (2.7)	\$ 3,072.0
Share-based compensation arrangements	—	—	154,428	—	—	—	—	14.2	—	—	14.2	—	14.2
Common stock issuance	—	—	4,055	—	—	—	—	0.1	—	—	0.1	—	0.1
Exchangeable share conversions	—	—	87,296	—	(87,296)	—	—	—	—	—	—	—	—
Investment Agreement warrants (Note 11)	—	—	—	—	—	—	—	14.4	—	—	14.4	—	14.4
Currency translation adjustment	—	—	—	—	—	—	—	—	—	(19.5)	(19.5)	—	(19.5)
Net loss	—	—	—	—	—	—	—	—	(26.8)	—	(26.8)	(0.3)	(27.1)
Other	—	—	—	—	—	—	—	(1.2)	—	—	(1.2)	—	(1.2)
Balance as of June 30, 2024	—	\$ —	152,116,584	\$ 1.8	469,878	\$ —	\$ (779.5)	\$ 4,487.4	\$ (477.0)	\$ (176.8)	\$ 3,055.9	\$ (3.0)	\$ 3,052.9
Balance as of April 1, 2023	354	\$ 11.8	154,136,908	\$ 1.8	560,758	\$ —	\$ (679.5)	\$ 4,333.6	\$ 669.0	\$ (160.4)	\$ 4,176.3	\$ (1.2)	\$ 4,175.1
Share-based compensation arrangements	—	—	23,391	—	—	—	—	19.7	—	—	19.7	—	19.7
Share repurchases	—	—	(3,791,258)	—	—	—	(99.8)	—	—	—	(99.8)	—	(99.8)
Common stock issuance	—	—	4,055	—	—	—	—	0.1	—	—	0.1	—	0.1
Exchangeable share conversions	—	—	370	—	(370)	—	—	—	—	—	—	—	—
Currency translation adjustment	—	—	—	—	—	—	—	—	—	36.4	36.4	—	36.4
Net income (loss)	—	—	—	—	—	—	—	—	78.4	—	78.4	(0.3)	78.1
Other	—	—	—	—	—	—	(0.4)	(0.4)	—	—	(0.8)	—	(0.8)
Balance as of June 30, 2023	354	\$ 11.8	150,373,466	\$ 1.8	560,388	\$ —	\$ (779.7)	\$ 4,353.0	\$ 747.4	\$ (124.0)	\$ 4,210.3	\$ (1.5)	\$ 4,208.8

## Six Months Ended June 30, 2024 and 2023

<i>(in millions, except share data)</i>	Preferred Stock		Common Stock										
	Shares	Amount	PENN Entertainment, Inc. Shares	Amount	Exchangeable Shares	Amount	Treasury Stock	Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Total PENN Stockholders' Equity	Non-Controlling Interest	Total Stockholders' Equity
Balance as of January 1, 2024	—	\$ —	151,552,694	\$ 1.8	560,267	\$ —	\$ (779.5)	\$ 4,436.6	\$ (335.5)	\$ (121.3)	\$ 3,202.1	\$ (2.5)	\$ 3,199.6
Share-based compensation arrangements	—	—	401,398	—	—	—	—	26.1	—	—	26.1	—	26.1
Common stock issuance	—	—	4,055	—	—	—	—	0.1	—	—	0.1	—	0.1
Exchangeable share issuance	—	—	—	—	68,048	—	—	—	—	—	—	—	—
Exchangeable share conversions	—	—	158,437	—	(158,437)	—	—	—	—	—	—	—	—
Investment Agreement warrants (Note 11)	—	—	—	—	—	—	—	28.7	—	—	28.7	—	28.7
Currency translation adjustment	—	—	—	—	—	—	—	—	—	(55.5)	(55.5)	—	(55.5)
Net loss	—	—	—	—	—	—	—	—	(141.5)	—	(141.5)	(0.5)	(142.0)
Other	—	—	—	—	—	—	—	(4.1)	—	—	(4.1)	—	(4.1)
Balance as of June 30, 2024	—	\$ —	152,116,584	\$ 1.8	469,878	\$ —	\$ (779.5)	\$ 4,487.4	\$ (477.0)	\$ (176.8)	\$ 3,055.9	\$ (3.0)	\$ 3,052.9
Balance as of January 1, 2023	581	\$ 19.4	152,903,708	\$ 1.7	620,019	\$ —	\$ (629.5)	\$ 4,220.2	\$ 154.5	\$ (168.6)	\$ 3,597.7	\$ (1.1)	\$ 3,596.6
Share-based compensation arrangements	—	—	171,830	—	—	—	—	36.2	—	—	36.2	—	36.2
Share issuance in connection with acquisitions	—	—	2,442,809	—	—	—	—	80.8	—	—	80.8	—	80.8
Share repurchases	—	—	(5,438,221)	—	—	—	(149.8)	—	—	—	(149.8)	—	(149.8)
Preferred stock conversions	(227)	(7.6)	226,800	—	—	—	—	7.6	—	—	—	—	—
Common stock issuance	—	—	4,055	—	—	—	—	0.1	—	—	0.1	—	0.1
Exchangeable share issuance	—	—	—	—	2,854	—	—	—	—	—	—	—	—
Exchangeable share conversions	—	—	62,485	—	(62,485)	—	—	—	—	—	—	—	—
Currency translation adjustment	—	—	—	—	—	—	—	—	—	44.6	44.6	—	44.6
Net income (loss)	—	—	—	—	—	—	—	—	592.9	—	592.9	(0.4)	592.5
Other	—	—	—	0.1	—	—	(0.4)	8.1	—	—	7.8	—	7.8
Balance as of June 30, 2023	354	\$ 11.8	150,373,466	\$ 1.8	560,388	\$ —	\$ (779.7)	\$ 4,353.0	\$ 747.4	\$ (124.0)	\$ 4,210.3	\$ (1.5)	\$ 4,208.8

See accompanying notes to the unaudited Consolidated Financial Statements.



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

<i>(in millions)</i>	<b>For the six months ended June 30,</b>	
	<b>2024</b>	<b>2023</b>
<b>Operating activities</b>		
Net income (loss)	\$ (142.0)	\$ 592.5
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	217.8	218.1
Amortization of debt discount and debt issuance costs	4.3	4.1
Non-cash interest expense	22.0	16.8
Non-cash operating lease expense	156.2	154.8
Gain on Barstool Acquisition, net	—	(83.4)
Gain on REIT transactions, net	—	(500.8)
Holding loss (gain) on equity securities	5.4	(3.1)
Loss on sale or disposal of property and equipment	8.9	—
Gain on Hurricane Laura	(2.7)	(13.6)
Income from unconsolidated affiliates	(15.0)	(9.8)
Return on investment from unconsolidated affiliates	16.0	16.8
Deferred income taxes	(44.2)	111.6
Stock-based compensation	26.1	36.2
Investment Agreement warrant expense	37.5	—
Changes in operating assets and liabilities, net of businesses acquired		
Accounts receivable	64.2	7.2
Prepaid expenses and other current assets	29.0	(21.7)
Other assets	(23.2)	(9.9)
Accounts payable	9.3	(4.1)
Accrued expenses	(89.0)	(50.8)
Income taxes	26.5	21.0
Operating lease liabilities	(145.5)	(157.1)
Other current and long-term liabilities	(90.3)	(7.8)
Other	10.4	6.7
Net cash provided by operating activities	81.7	323.7
<b>Investing activities</b>		
Capital expenditures	(129.6)	(132.8)
Consideration paid for Barstool, net of cash acquired	—	(314.6)
Proceeds from sale of property and equipment	3.5	0.1
Hurricane Laura insurance proceeds	1.7	8.8
Consideration paid for gaming licenses and other intangible assets	(17.2)	(11.7)
Other	(4.5)	(12.7)
Net cash used in investing activities	(146.1)	(462.9)

<i>(in millions)</i>	<b>For the six months ended June 30,</b>	
	<b>2024</b>	<b>2023</b>
<b>Financing activities</b>		
Principal payments on long-term debt	(18.8)	(18.8)
Debt issuance costs	(2.6)	—
Payments of other long-term obligations	(10.1)	(0.7)
Principal payments on financing obligations	(20.2)	(19.4)
Principal payments on finance leases	(24.8)	(23.3)
Proceeds from exercise of options	1.2	1.1
Repurchase of common stock	—	(149.8)
Payments on insurance financing	(17.5)	—
Indemnification payments	(30.5)	—
Other	(5.3)	(3.2)
Net cash used in financing activities	(128.6)	(214.1)
Effect of currency rate changes on cash, cash equivalents, and restricted cash	(0.9)	1.0
Change in cash, cash equivalents, and restricted cash	(193.9)	(352.3)
Cash, cash equivalents, and restricted cash at the beginning of the year	1,094.4	1,644.2
<b>Cash, cash equivalents, and restricted cash at the end of the period</b>	<b>\$ 900.5</b>	<b>\$ 1,291.9</b>
<b>Reconciliation of cash, cash equivalents, and restricted cash:</b>		
Cash and cash equivalents	\$ 877.6	\$ 1,271.6
Restricted cash included in Other current assets	21.7	19.1
Restricted cash included in Other assets	1.2	1.2
Total cash, cash equivalents, and restricted cash	<u>\$ 900.5</u>	<u>\$ 1,291.9</u>
<b>Supplemental disclosure:</b>		
Cash paid for interest, net of amounts capitalized	\$ 212.4	\$ 207.4
Cash payments related to income taxes, net	\$ 0.9	\$ 66.0
<b>Non-cash activities:</b>		
Accrued capital expenditures	\$ 33.5	\$ 15.0

See accompanying notes to the unaudited Consolidated Financial Statements.

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

**Note 1—Organization**

**Organization:** PENN Entertainment, Inc., together with its subsidiaries (“PENN,” the “Company,” “we,” “our,” or “us”), is North America’s leading provider of integrated entertainment, sports content, and casino gaming experiences. As of June 30, 2024, PENN operated 43 properties in 20 states, online sports betting in 19 jurisdictions and iCasino in five jurisdictions, under a portfolio of well-recognized brands including Hollywood Casino<sup>®</sup>, L’Auberge<sup>®</sup>, ESPN BET<sup>™</sup>, and theScore BET Sportsbook and Casino<sup>®</sup>. In August 2023, PENN entered into a transformative, exclusive long-term strategic alliance with ESPN, Inc. and ESPN Enterprises, Inc. (together, “ESPN”) relating to online sports betting within the United States. PENN’s ability to leverage the leading sports media brands in the United States (ESPN) and Canada (theScore) is central to our highly differentiated strategy to expand our footprint and efficiently grow our customer ecosystem. The Company’s focus on organic cross-sell opportunities is reinforced by our market-leading retail casinos, sports media assets, and technology, including a proprietary state-of-the-art, fully integrated digital sports and iCasino betting platform and an in-house iCasino content studio. PENN’s portfolio is further bolstered by our industry-leading PENN Play<sup>™</sup> customer loyalty program, which offers our approximately 31 million members a unique set of rewards and experiences across business channels.

The majority of the real estate assets (i.e., land and buildings) used in our operations are subject to triple net master leases; the most significant of which are with Gaming and Leisure Properties, Inc. (Nasdaq: GLPI) (“GLPI”), a real estate investment trust (“REIT”), and include the AR PENN Master Lease, 2023 Master Lease, and Pinnacle Master Lease (as such terms are defined in [Note 8, “Leases”](#) and collectively referred to as the “Master Leases”).

**Note 2—Significant Accounting Policies and Basis of Presentation**

**Basis of Presentation:** The unaudited Consolidated Financial Statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States (“GAAP”) for interim financial information and with the rules and regulations of the U.S. Securities and Exchange Commission (the “SEC”). Accordingly, they do not include all of the information and notes required by GAAP for complete consolidated financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair statement have been included.

Results of operations and cash flows for the interim periods presented herein are not necessarily indicative of the results that would be achieved during a full year of operations or in future periods. These unaudited Consolidated Financial Statements and notes thereto should be read in conjunction with the Consolidated Financial Statements and notes thereto included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2023.

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

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

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

**Segment Information:** We have five reportable segments: Northeast, South, West, Midwest, and Interactive. Our gaming and racing properties are grouped by geographic location, and each is viewed as an operating segment with the exception of our two properties in Jackpot, Nevada, which are viewed as one operating segment. We consider our combined Video Gaming Terminal (“VGT”) operations, by state, to be separate operating segments. Interactive includes all of our online sports betting, online casino/iCasino and social gaming (collectively referred to as “online gaming”) operations, management of retail sports betting, media, and in the prior year, the operating results of Barstool Sports, Inc. (“Barstool” or “Barstool Sports”). We owned 36% of Barstool common stock prior to the February 17, 2023 Barstool Acquisition (as defined in [Note 5, “Acquisitions and Dispositions”](#)) pursuant to which we acquired the remaining 64% of Barstool common stock. On August 8, 2023 we entered into a stock purchase agreement with David Portnoy (the “Barstool SPA”), and we sold 100% of the outstanding shares of Barstool common stock. See [Note 15, “Segment Information”](#) and [Note 8, “Leases”](#) for further segment and lease structure information, respectively. For financial reporting purposes, we aggregate our operating segments into the following reportable segments:

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

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

(2) VGT route operations.

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

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

**Revenue Recognition:** Our revenue from contracts with customers consists primarily of gaming wagers, inclusive of sports betting and iCasino products, food and beverage transactions, hotel room sales, retail transactions, racing wagers, and third-party revenue sharing agreements. See [Note 4, “Revenue Disaggregation”](#) for information on our revenue by type and geographic location.

#### *Complimentaries Associated with Gaming Contracts*

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

<i>(in millions)</i>	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
Food and beverage	\$ 54.9	\$ 54.8	\$ 108.4	\$ 109.1
Hotel	35.3	35.8	69.3	65.7
Other	2.7	3.2	5.4	6.3
Total complimentaries associated with gaming contracts	\$ 92.9	\$ 93.8	\$ 183.1	\$ 181.1

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

#### *Customer-related Liabilities*

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

Our PENN Play program connects the Company’s brands under one loyalty program and allows members to earn loyalty points, or “PENN Cash,” redeemable for slot play and complimentaries, such as food and beverage at our restaurants, lodging at our hotels, the PENN Play redemption marketplace that features popular retailers, and products offered at our retail stores across the vast majority of our properties. In addition, members of the PENN Play program earn credit toward tier status, which entitles them to receive certain other benefits, such as priority access, discounts, gifts, trips to PENN destinations, partner experiences, and PENN Cash. The obligation associated with our PENN Play program, which is included in “Accrued expenses and other current liabilities” within our unaudited Consolidated Balance Sheets, was \$32.1 million and \$33.1 million as of June 30, 2024 and December 31, 2023, respectively, and consisted principally of the obligation associated with the loyalty points. Our loyalty point obligations are generally settled within six months of issuance. Changes between the opening and closing balances primarily relate to the timing of our customers’ election to redeem loyalty points as well as the timing of when our customers receive their earned tier status benefits.

The Company’s advance payments on goods and services yet to be provided and for unpaid wagers primarily consist of the following: (i) deposits on rooms and convention space, (ii) money deposited on behalf of a customer in advance of their property visit (referred to as “safekeeping” or “front money”), (iii) money deposited in an online wallet not yet wagered or wagered and not yet withdrawn, (iv) outstanding tickets generated by slot machine play, sports betting, or pari-mutuel wagering, (v) outstanding chip liabilities, (vi) unclaimed jackpots, and (vii) gift cards redeemable at our properties. Unpaid wagers generally represent obligations stemming from prior wagering events, of which revenue was previously recognized. The Company’s advance payments on goods and services yet to be provided and for unpaid wagers were \$116.8 million and \$192.6 million as of June 30, 2024 and December 31, 2023, respectively, and are included in “Accrued expenses and other current liabilities” within our unaudited Consolidated Balance Sheets.

The Company’s deferred revenue is primarily related to PENN Interactive, our wholly owned interactive division, which enters into multi-year agreements with third-party online sports betting and/or iCasino operators for online sports betting and iCasino market access across our portfolio of properties.

As of June 30, 2024 and December 31, 2023, our deferred revenue balance was \$41.6 million and \$41.9 million, respectively, the majority of which is included in “Other long-term liabilities” within our unaudited Consolidated Balance Sheets. During the three and six months ended June 30, 2024, we recognized revenue of \$3.3 million and \$4.2 million, respectively, that was included in the December 31, 2023 deferred revenue balance. During the three and six months ended June 30, 2023, we recognized revenue of \$1.0 million and \$1.7 million, respectively, that was included in the December 31, 2022 deferred revenue balance.

**Advertising:** The Company expenses advertising costs the first time the advertising takes place or as incurred. Advertising expenses, which primarily relate to media marketing services and brand and other rights provided by ESPN pursuant to the Sportsbook Agreement (as defined in [Note 5, “Acquisitions and Dispositions”](#)), and other media placement costs and are primarily included in “Gaming” expenses within the unaudited Consolidated Statements of Operations, were \$112.3 million and \$20.8 million for the three months ended June 30, 2024 and 2023, respectively, and \$248.3 million and \$44.4 million for the six months ended June 30, 2024 and 2023, respectively.

**Gaming and Pari-mutuel Taxes:** We are subject to gaming and pari-mutuel taxes based on gross gaming revenue and pari-mutuel revenue in the jurisdictions in which we operate, as well as taxes on revenues derived from arrangements which allow for third-party online sports betting and/or iCasino partners to operate online sportsbooks and iCasinos under our gaming licenses. The Company primarily recognizes gaming and pari-mutuel tax expense based on the statutorily required percentage of revenue that is required to be paid to state, provincial and/or local jurisdictions in the states and provinces where or in which the wagering occurs. Also included in gaming and pari-mutuel taxes, are costs to support the operations of local regulatory authorities which some jurisdictions require us to pay. Gaming and pari-mutuel taxes are recorded in “Gaming” expenses or “Food, beverage, hotel, and other” expenses within the unaudited Consolidated Statements of Operations and were \$568.6 million and \$560.5 million for the three months ended June 30, 2024 and 2023, respectively, and \$1.2 billion and \$1.1 billion for the six months ended June 30, 2024 and 2023, 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 or 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 unaudited Consolidated Statements of Operations.

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

**Earnings (Loss) Per Share:** Basic earnings (loss) 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 warrants, stock options, unvested restricted stock awards (“RSAs”) and restricted stock units (“RSUs”) (collectively with RSAs, “restricted stock”), outstanding convertible preferred stock, and convertible debt.

Holders of the Company’s Series D Preferred Stock (as defined in [Note 12, “Stockholders’ Equity and Stock-based Compensation”](#)) were entitled to participate equally and ratably in all dividends and distributions paid to holders of PENN common stock irrespective of any vesting requirement. Accordingly, the Series D Preferred Stock shares were considered a participating security, and the Company was required to apply the two-class method to consider the impact of the preferred shares on the calculation of basic and diluted EPS. See [Note 13, “Earnings per Share”](#) for more information. As discussed in [Note 12, “Stockholders’ Equity and Stock-based Compensation,”](#) all remaining outstanding shares of Series D Preferred Stock were converted to common stock during the third quarter of 2023. There were no outstanding shares of Series D Preferred Stock as of June 30, 2024.

**Guarantees and Indemnifications:** The Company accounts for indemnity obligations in accordance with Accounting Standards Codification (“ASC”) Topic 460-20, “Contingencies” and records a liability at fair value. Pursuant to the Barstool SPA, the Company agreed to indemnify Barstool and its subsidiaries and David Portnoy for certain tax matters. The indemnity provisions generally provide for the Company’s control of defense and settlement of claims, as well as certain other costs associated with potential tax matters related to Barstool and its subsidiaries and David Portnoy. Claims under the indemnification are paid upon demand. In the second quarter of 2024, the Company paid \$30.5 million in settlement costs under this indemnification obligation. Provisions in the Barstool SPA limit the time within which an indemnification claim can be made to the later of the resolution of the indemnification claim or the relevant statutes of limitations. The maximum potential amount of future payments the Company could be required to make under this indemnification agreement is not estimable at

this time due to uncertainties related to potential outcomes and other unique facts and circumstances involved in the Barstool SPA. As of June 30, 2024 and December 31, 2023, the Company has recorded liabilities of \$39.5 million and \$70.0 million for this agreement, respectively. See [Note 5, “Acquisitions and Dispositions”](#) and [Note 14, “Fair Value Measurements”](#) for more information.

**Voting Interest Entities and Variable Interest Entities:** The Company consolidates all subsidiaries or other entities in which it has a controlling financial interest. The consolidation guidance requires an analysis to determine if an entity should be evaluated for consolidation using the VOE model or the VIE model. Under the VOE model, controlling financial interest is generally defined as a majority ownership of voting rights. Under the VIE model, controlling financial interest is defined as (i) the power to direct activities that most significantly impact the economic performance of the entity and (ii) the obligation to absorb losses of, or the right to receive benefits from, the entity that could potentially be significant to the entity. For those entities that qualify as a VIE, the primary beneficiary is generally defined as the party who has a controlling financial interest in the VIE. The Company consolidates the financial position and results of operations of every VOE in which it has a controlling financial interest and VIEs in which it is considered to be the primary beneficiary. See [Note 9, “Investments in and Advances to Unconsolidated Affiliates.”](#)

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

#### ***Accounting Pronouncements Adopted***

In June 2022, the Financial Accounting Standard Board (the “FASB”) issued ASU 2022-03, “Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions” (“ASU 2022-03”). ASU 2022-03 clarifies the guidance on the fair value measurement of an equity security that is subject to a contractual sale restriction and requires specific disclosures related to such an equity security. Specifically, ASU 2022-03 clarifies that a “contractual sale restriction prohibiting the sale of an equity security is a characteristic of the reporting entity holding the equity security” and is not included in the equity security’s unit of account. Accordingly, the Company is no longer permitted to apply a discount related to the contractual sale restriction, or lack of marketability, when measuring the equity security’s fair value. In addition, ASU 2022-03 prohibits an entity from recognizing a contractual sale restriction as a separate unit of account. ASU 2022-03 is effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. The adoption of ASU 2022-03, which was effective January 1, 2024, did not have a material impact on our unaudited Consolidated Financial Statements.

In March 2023, the FASB issued ASU 2023-02, “Investments—Equity Method and Joint Ventures (Topic 323): Accounting for Investments in Tax Credit Structures Using the Proportional Amortization Method (a consensus of the Emerging Issues Task Force)” (“ASU 2023-02”). ASU 2023-02 introduced the option to apply the proportional amortization method to account for investments made primarily for the purpose of receiving income tax credits and other income tax benefits when certain requirements are met. ASU 2023-02 is effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. The adoption of ASU 2023-02, which was effective January 1, 2024, did not have a material impact on our unaudited Consolidated Financial Statements.

#### ***Accounting Pronouncements to be Implemented***

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

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



**Note 4—Revenue Disaggregation**

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

	For the three months ended June 30, 2024							
<i>(in millions)</i>	Northeast	South	West	Midwest	Interactive <sup>(1)</sup>	Other	Intersegment Eliminations <sup>(2)</sup>	Total
<b>Revenues:</b>								
Gaming	\$ 624.0	\$ 230.2	\$ 94.5	\$ 265.1	\$ 118.5	\$ —	\$ —	\$ 1,332.3
Food and beverage	35.9	33.4	19.5	15.2	—	1.3	—	105.3
Hotel	13.2	24.2	16.8	10.4	—	—	—	64.6
Other	23.2	10.4	4.5	7.4	114.1	4.6	(3.4)	160.8
Total revenues	\$ 696.3	\$ 298.2	\$ 135.3	\$ 298.1	\$ 232.6	\$ 5.9	\$ (3.4)	\$ 1,663.0

	For the three months ended June 30, 2023							
<i>(in millions)</i>	Northeast	South	West	Midwest	Interactive <sup>(1)</sup>	Other	Intersegment Eliminations <sup>(2)</sup>	Total
<b>Revenues:</b>								
Gaming	\$ 616.5	\$ 239.1	\$ 92.4	\$ 261.5	\$ 83.3	\$ —	\$ —	\$ 1,292.8
Food and beverage	34.6	34.3	18.0	14.5	—	1.2	—	102.6
Hotel	14.8	25.0	14.5	10.0	—	—	—	64.3
Other	22.1	9.9	5.1	7.3	174.2	5.0	(8.5)	215.1
Total revenues	\$ 688.0	\$ 308.3	\$ 130.0	\$ 293.3	\$ 257.5	\$ 6.2	\$ (8.5)	\$ 1,674.8

	For the six months ended June 30, 2024							
<i>(in millions)</i>	Northeast	South	West	Midwest	Interactive <sup>(1)</sup>	Other	Intersegment Eliminations <sup>(2)</sup>	Total
<b>Revenues:</b>								
Gaming	\$ 1,240.4	\$ 464.0	\$ 186.1	\$ 525.6	\$ 174.5	\$ —	\$ —	\$ 2,590.6
Food and beverage	72.7	65.6	37.1	30.5	—	2.4	—	208.3
Hotel	24.9	46.6	32.4	18.9	—	—	—	122.8
Other	43.0	20.5	8.5	14.3	265.8	9.5	(13.4)	348.2
Total revenues	\$ 1,381.0	\$ 596.7	\$ 264.1	\$ 589.3	\$ 440.3	\$ 11.9	\$ (13.4)	\$ 3,269.9

	For the six months ended June 30, 2023							
<i>(in millions)</i>	Northeast	South	West	Midwest	Interactive <sup>(1)</sup>	Other	Intersegment Eliminations <sup>(2)</sup>	Total
<b>Revenues:</b>								
Gaming	\$ 1,245.8	\$ 491.2	\$ 186.8	\$ 527.4	\$ 166.2	\$ —	\$ —	\$ 2,617.4
Food and beverage	72.9	65.3	35.3	29.4	—	2.2	—	205.1
Hotel	26.0	46.6	28.0	17.6	—	—	—	118.2
Other	43.8	20.0	9.6	14.2	324.8	9.8	(14.8)	407.4
Total revenues	\$ 1,388.5	\$ 623.1	\$ 259.7	\$ 588.6	\$ 491.0	\$ 12.0	\$ (14.8)	\$ 3,348.1

(1) Other revenues within the Interactive segment are inclusive of gaming tax reimbursement amounts related to third-party online sports betting and/or iCasino partners for online sports betting and iCasino market access of \$82.1 million and \$88.5 million for the three months ended June 30, 2024 and 2023, respectively, and \$198.7 million and \$180.8 million for the six months ended June 30, 2024 and 2023, respectively. Additionally, due to the inclusion of Barstool operating results prior to the disposition on August 8, 2023, other revenues within the Interactive segment for the three months ended June 30, 2023 included \$37.2 million in advertising revenue and \$15.5 million in retail revenue and \$57.1 million in advertising revenue and \$23.8 million in retail revenue for the six months ending June 30, 2023.

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

## Note 5—Acquisitions and Dispositions

### *Barstool Acquisition and Disposition*

On February 17, 2023, we acquired the remaining 64% of the outstanding shares of Barstool common stock not already owned by us for consideration of approximately \$405.5 million, which is inclusive of cash and common stock issuance, repayment of Barstool indebtedness of \$23.8 million, transaction expenses, and other purchase price adjustments in accordance with GAAP (the “Barstool Acquisition”). We issued 2,442,809 shares of our common stock and utilized \$315.3 million of cash to complete the Barstool Acquisition.

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

Barstool’s revenue and net loss for the three months ended June 30, 2023, included in the unaudited Consolidated Statements of Operations, were \$52.7 million and \$12.8 million, respectively. Barstool’s revenue and net loss for the period beginning February 17, 2023 through June 30, 2023, included in the unaudited Consolidated Statements of Operations, were \$80.9 million and \$16.1 million, respectively.

On August 8, 2023, PENN entered into a Sportsbook Agreement with ESPN, which provides for a long-term strategic relationship between PENN and ESPN relating to online sports betting in the United States. Pursuant to the Sportsbook Agreement, PENN rebranded the existing Barstool Sportsbook across all online platforms in the United States as ESPN BET (the “Sportsbook”) and oversees daily operations of the Sportsbook. See [Note 11, “Commitments and Contingencies”](#) for more information related to the Sportsbook Agreement.

In connection with PENN’s decision to rebrand our online sports betting business from Barstool Sportsbook to ESPN BET pursuant to the Sportsbook Agreement as discussed above, PENN entered into the Barstool SPA with David Portnoy and sold 100% of the outstanding shares of Barstool to David Portnoy in exchange for nominal cash consideration and certain non-compete and other restrictive covenants. Additionally, PENN has the right to receive 50% of the gross proceeds received by David Portnoy in any subsequent sale or other monetization event of Barstool. Upon the disposal of Barstool in the third quarter of 2023, PENN recognized a pre-tax loss of \$923.2 million (inclusive of \$714.8 million in goodwill and intangible assets write offs and a \$70.0 million indemnification liability discussed below). See [Note 14, “Fair Value Measurements”](#) for more information related to the indemnification liability.

For information on the tax-related impacts from the Barstool transactions, see [Note 10, “Income Taxes.”](#)

Pursuant to the Barstool SPA, PENN will indemnify Barstool and its subsidiaries and David Portnoy for certain tax matters. The indemnity provisions generally provide for the Company’s control of defense and settlement of claims, as well as certain other costs, associated with potential tax matters related to Barstool and its subsidiaries and David Portnoy.

**Note 6—Goodwill and Other Intangible Assets**

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

<i>(in millions)</i>	<b>Northeast</b>	<b>South</b>	<b>West</b>	<b>Midwest</b>	<b>Interactive</b>	<b>Other</b>	<b>Total</b>
<b>Balance as of December 31, 2023</b>							
Goodwill, gross	\$ 923.5	\$ 236.6	\$ 216.8	\$ 1,116.7	\$ 1,664.0	\$ 87.7	\$ 4,245.3
Accumulated goodwill impairment losses	(828.8)	(61.0)	(16.6)	(556.1)	—	(87.7)	(1,550.2)
Goodwill, net	\$ 94.7	\$ 175.6	\$ 200.2	\$ 560.6	\$ 1,664.0	\$ —	\$ 2,695.1
Effect of foreign currency exchange rates	—	—	—	—	(46.9)	—	(46.9)
<b>Balance as of June 30, 2024</b>							
Goodwill, gross	\$ 923.5	\$ 236.6	\$ 216.8	\$ 1,116.7	\$ 1,617.1	\$ 87.7	\$ 4,198.4
Accumulated goodwill impairment losses	(828.8)	(61.0)	(16.6)	(556.1)	—	(87.7)	(1,550.2)
Goodwill, net	\$ 94.7	\$ 175.6	\$ 200.2	\$ 560.6	\$ 1,617.1	\$ —	\$ 2,648.2

There were no impairment charges recorded to goodwill during the three and six months ended June 30, 2024 and 2023.

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>	<b>June 30, 2024</b>			<b>December 31, 2023</b>		
	<b>Gross Carrying Amount</b>	<b>Accumulated Amortization</b>	<b>Net Carrying Amount</b>	<b>Gross Carrying Amount</b>	<b>Accumulated Amortization</b>	<b>Net Carrying Amount</b>
<b>Indefinite-lived intangible assets</b>						
Gaming licenses	\$ 1,107.3	\$ —	\$ 1,107.3	\$ 1,107.2	\$ —	\$ 1,107.2
Trademarks	331.5	—	331.5	334.4	—	334.4
Other	0.7	—	0.7	0.7	—	0.7
<b>Amortizing intangible assets</b>						
Customer relationships	111.9	(105.3)	6.6	112.1	(103.7)	8.4
Technology	296.0	(158.6)	137.4	286.0	(132.3)	153.7
Other	39.8	(17.2)	22.6	29.0	(15.2)	13.8
Total other intangible assets, net	\$ 1,887.2	\$ (281.1)	\$ 1,606.1	\$ 1,869.4	\$ (251.2)	\$ 1,618.2

There were no impairment charges recorded to other intangible assets, net during the three and six months ended June 30, 2024 and 2023.

Amortization expense related to our amortizing intangible assets was \$12.6 million and \$17.9 million for the three months ended June 30, 2024 and 2023, respectively, and \$25.2 million and \$31.9 million for the six months ended June 30, 2024 and 2023, respectively. The following table presents the estimated amortization expense based on our amortizing intangible assets as of June 30, 2024 (in millions):

Years ending December 31,	
2024 (excluding the six months ended June 30, 2024)	\$ 32.9
2025	48.4
2026	30.1
2027	24.0
2028	19.5
Thereafter	11.7
<b>Total</b>	<b>\$ 166.6</b>

#### Note 7—Long-term Debt

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

<i>(in millions)</i>	June 30, 2024	December 31, 2023
<b>Senior Secured Credit Facilities:</b>		
Amended Revolving Credit Facility due 2027	\$ —	\$ —
Amended Term Loan A Facility due 2027	495.0	508.8
Amended Term Loan B Facility due 2029	980.0	985.0
5.625% Notes due 2027	400.0	400.0
4.125% Notes due 2029	400.0	400.0
2.75% Convertible Notes due 2026	330.5	330.5
Other long-term obligations	185.4	173.5
	<u>2,790.9</u>	<u>2,797.8</u>
Less: Current maturities of long-term debt	(38.2)	(47.6)
Less: Debt discounts	(3.6)	(3.9)
Less: Debt issuance costs	(26.9)	(28.3)
	<u>\$ 2,722.2</u>	<u>\$ 2,718.0</u>

The following is a schedule of future minimum repayments of long-term debt as of June 30, 2024 (in millions):

Years ending December 31:	
2024 (excluding the six months ended June 30, 2024)	\$ 18.8
2025	38.2
2026	544.7
2027	837.0
2028	10.8
Thereafter	1,341.4
<b>Total minimum payments</b>	<b>\$ 2,790.9</b>

### **Senior Secured Credit Facilities**

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

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

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

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

The Amended Credit Facilities contain customary covenants that, among other things, restrict, subject to certain exceptions, the ability of the Company and certain of its subsidiaries to grant liens on their assets, incur indebtedness, sell assets, make investments, engage in acquisitions, mergers or consolidations, pay dividends and make other restricted payments and prepay certain indebtedness that is subordinated in right of payment to the obligations under the Amended Credit Facilities. The Amended Credit Facilities contain two financial covenants: a maximum total net leverage ratio (as defined within the Second Amended and Restated Credit Agreement) of 4.50 to 1.00, which is subject to a step up to 5.00 to 1.00 in the case of certain significant acquisitions, and a minimum interest coverage ratio (as defined within the Second Amended and Restated Credit Agreement) of 2.00 to 1.00. The Amended Credit Facilities also contain certain customary affirmative covenants and events of default, including the occurrence of a change of control (as defined in the documents governing the Second Amended and Restated Credit Agreement), termination and certain defaults under the Master Leases (which are defined in [Note 8, “Leases”](#)).

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

As of June 30, 2024 and December 31, 2023, the Company had conditional obligations under letters of credit issued pursuant to the Amended Credit Facilities with face amounts aggregating to \$20.9 million and \$21.7 million, respectively, resulting in \$979.1 million and \$978.3 million of available borrowing capacity under the Amended Revolving Credit Facility, respectively.

### 2.75% Unsecured Convertible Notes

In May 2020, the Company completed a public offering of \$330.5 million aggregate principal amount of 2.75% unsecured convertible notes (the “Convertible Notes”) that mature, unless earlier converted, redeemed, or repurchased, on May 15, 2026 at a price of par.

As of June 30, 2024 and December 31, 2023, no Convertible Notes have been converted into the Company’s common stock. The maximum number of shares that could be issued to satisfy the conversion feature of the Convertible Notes was 18,360,815 and the amount by which the Convertible Notes if-converted value exceeded its principal amount was \$25.0 million as of June 30, 2024.

The Convertible Notes consisted of the following components:

<i>(in millions)</i>	June 30, 2024	December 31, 2023
<b>Liability:</b>		
Principal	\$ 330.5	\$ 330.5
Unamortized debt issuance costs	(3.5)	(4.4)
Net carrying amount	<u>\$ 327.0</u>	<u>\$ 326.1</u>

### Interest expense, net

The table below presents interest expense, net:

<i>(in millions)</i>	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
Interest expense	\$ 122.3	\$ 117.1	\$ 242.9	\$ 230.9
Capitalized interest	(2.9)	(1.5)	(4.4)	(2.3)
Interest expense, net	<u>\$ 119.4</u>	<u>\$ 115.6</u>	<u>\$ 238.5</u>	<u>\$ 228.6</u>

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

<i>(in millions)</i>	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
Coupon interest	\$ 2.2	\$ 2.2	\$ 4.5	\$ 4.5
Amortization of debt issuance costs	0.5	0.4	0.9	0.9
Convertible Notes interest expense	<u>\$ 2.7</u>	<u>\$ 2.6</u>	<u>\$ 5.4</u>	<u>\$ 5.4</u>

Debt issuance costs are amortized to interest expense over the term of the Convertible Notes at an effective interest rate of 3.329%. The remaining term of the Convertible Notes was 1.9 years as of June 30, 2024.

### Covenants

Our Amended Credit Facilities, 5.625% Notes due 2027 (the “5.625% Notes”) and 4.125% Notes due 2029 (the “4.125% Notes”), require us, among other obligations, to maintain specified financial ratios and to satisfy certain financial tests. In addition, our Amended Credit Facilities, 5.625% Notes and 4.125% Notes, restrict, among other things, our ability to incur additional indebtedness, incur guarantee obligations, amend debt instruments, pay dividends, create liens on assets, make investments, engage in mergers or consolidations, and otherwise restrict corporate activities. Our debt agreements also contain customary events of default, including cross-default provisions that require us to meet certain requirements under the Master Leases (which are defined in [Note 8, “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 June 30, 2024, 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 Quarterly Report on Form 10-Q 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, net" within the unaudited Consolidated Statements of Operations related to this obligation was \$11.4 million and \$8.7 million for the three months ended June 30, 2024 and 2023, respectively, and \$22.0 million and \$16.8 million for the six months ended June 30, 2024 and 2023, respectively.

#### *Ohio Relocation Fees*

In the second quarter of 2024, the Company made the final payments 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. As of June 30, 2024, we have no outstanding liabilities related to the Ohio Relocation Fees as compared to \$9.4 million as of December 31, 2023 included in "Current maturities of long-term debt" within our unaudited Consolidated Balance Sheets.

#### *Event Center*

As of June 30, 2024 and December 31, 2023, other long-term obligations included \$9.3 million and \$10.0 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 8—Leases**

#### ***Master Leases***

The components contained within the Master Leases are accounted for as either (i) operating leases, (ii) finance leases, or (iii) financing obligations. Changes to future lease payments that are not fixed within the Master Leases (i.e., when future escalators become known or future variable rent resets occur), which are discussed below, require the Company to either (i) increase both the right-of-use ("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.

#### *AR PENN Master Lease*

On February 21, 2023, the Company and GLPI entered into an agreement to amend and restate the triple net master lease dated November 1, 2013 (the "AR PENN Master Lease"), effective January 1, 2023, to (i) remove the land and buildings for Hollywood Casino Aurora ("Aurora"), Hollywood Casino Joliet ("Joliet"), Hollywood Casino Columbus ("Columbus"), Hollywood Casino Toledo ("Toledo") and the M Resort Spa Casino ("M Resort"), and (ii) make associated adjustments to the rent after which the initial rent in the AR PENN Master Lease was reset to \$284.1 million, consisting of \$208.2 million of building base rent, \$43.0 million of land base rent, and \$32.9 million of percentage rent (as such terms are defined in the AR PENN Master Lease). Subsequent to the execution of the AR PENN Master Lease, the lease contains real estate assets associated with 14 of the Company's gaming facilities used in its operations. The current term of the AR PENN Master Lease expires on October 31, 2033 and thereafter contains three renewal terms of five years each on the same terms and conditions, exercisable at the Company's option. The AR PENN Master Lease along with the 2023 Master Lease (as defined and discussed below) are cross-defaulted, cross-collateralized, and coterminous, and subject to a parent guarantee.

The payment structure under the AR PENN Master Lease includes a fixed component, a portion of which is subject to an annual escalator of up to 2%, depending on the Adjusted Revenue to Rent Ratio (as defined in the AR PENN Master Lease)

of 1.8:1, and a component that is based on performance, which is prospectively adjusted every five years by an amount equal to 4% of the average change in net revenues of all properties associated with the AR PENN Master Lease compared to a contractual baseline during the preceding five years (“PENN Percentage Rent”).

As a result of the annual escalator, effective November 1, 2023, the fixed component of rent increased by \$4.2 million. The next annual escalator test date is scheduled to occur on November 1, 2024. The November 1, 2023 PENN Percentage Rent reset resulted in an annual rent reduction of \$4.4 million, which will be in effect until the next PENN Percentage Rent reset, scheduled to occur on November 1, 2028.

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

### *2023 Master Lease*

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

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

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



### *Pinnacle Master Lease*

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

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

As a result of the annual escalator, effective May 1, 2024 for the lease year ended April 30, 2024, the fixed component of rent increased by \$4.8 million and an additional ROU asset and corresponding lease liability of \$33.4 million were recognized associated with the finance lease components. The next annual escalator test date is scheduled to occur on May 1, 2025. Additionally, on May 1, 2024, the Pinnacle Percentage Rent reset resulted in an annual rent increase of \$3.8 million which will be in effect until the next Pinnacle Percentage Rent reset, scheduled to occur on May 1, 2026. Upon reset of the Pinnacle Percentage Rent, effective May 1, 2024, we recognized an additional ROU asset and corresponding lease liability of \$29.6 million associated with the finance lease components.

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

#### *Morgantown Lease*

On October 1, 2020, the Company entered into an individual triple net lease with a subsidiary of GLPI for the land underlying our development project in Morgantown, Pennsylvania (“Morgantown Lease”) in exchange for \$30.0 million.

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

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

#### *Margaritaville Lease*

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

On February 1, 2024, the Margaritaville Lease annual escalator test resulted in an annual rent increase of \$0.4 million and the recognition of an additional operating lease ROU asset and corresponding lease liability of \$2.7 million. The next annual escalator test date and the next Margaritaville Percentage Rent reset are both scheduled to occur on February 1, 2025.

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

#### *Greektown Lease*

On May 23, 2019, the Company entered into an individual triple net lease with VICI for the real estate assets used in the operations of Hollywood Casino at Greektown (the “Greektown Lease”). The Greektown Lease has an initial term of 15 years, with four subsequent five-year renewal options on the same terms and conditions, exercisable at the Company’s option. The payment structure under the Greektown Lease includes a fixed component, a portion subject to an annual escalator of up to 2% initially determined based on an Adjusted Revenue to Rent ratio, as defined in the Greektown Lease, and subsequently amended to be determined based on an agreed upon minimum coverage floor ratio of Net Revenue to Rent, 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 April 2024, the lease was amended to provide for a Net Revenue to Rent minimum coverage floor to be mutually agreed upon prior to the commencement of the ninth lease year (June 1, 2027).

We did not incur an annual escalator for the lease year ended May 31, 2024. The next annual escalator test date and Greektown Percentage Rent reset are both scheduled to occur on June 1, 2025.

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

#### *Non-REIT Operating Leases*

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

The following is a maturity analysis of our operating leases, finance leases and financing obligations as of June 30, 2024:

<i>(in millions)</i>	<b>Operating Leases</b>	<b>Finance Leases</b>	<b>Financing Obligations</b>
Year ended December 31,			
2024 (excluding the six months ended June 30, 2024)	\$ 309.6	\$ 81.3	\$ 83.2
2025	611.8	162.6	166.5
2026	612.3	152.2	166.6
2027	615.0	146.9	166.5
2028	614.0	146.9	166.6
Thereafter	3,320.5	3,273.9	3,829.5
Total lease payments	6,083.2	3,963.8	4,578.9
Less: Imputed interest	(1,980.3)	(1,822.8)	(2,171.6)
Present value of future lease payments	4,102.9	2,141.0	2,407.3
Less: Current portion of lease obligations	(311.6)	(51.8)	(42.4)
Long-term portion of lease obligations	<u>\$ 3,791.3</u>	<u>\$ 2,089.2</u>	<u>\$ 2,364.9</u>

The Company modified the presentation of its December 31, 2023 balance sheet to separately reflect assets and liabilities associated with our operating and finance leases.

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

<i>(in millions)</i>	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
AR PENN Master Lease	\$ 70.9	\$ 70.9	\$ 141.9	\$ 142.0
2023 Master Lease	58.9	58.1	117.8	116.1
Pinnacle Master Lease	86.7	84.8	171.9	168.9
Margaritaville Lease	6.7	6.6	13.4	13.0
Greektown Lease	13.2	13.0	26.4	25.8
Morgantown Lease	0.8	0.8	1.6	1.6
<b>Total</b>	<b>\$ 237.2</b>	<b>\$ 234.2</b>	<b>\$ 473.0</b>	<b>\$ 467.4</b>

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

	June 30, 2024	December 31, 2023
<b>Weighted-Average Remaining Lease Term</b>		
Operating leases	10.7 years	11.2 years
Finance leases	26.8 years	27.3 years
Financing obligations	27.1 years	27.6 years
<b>Weighted-Average Discount Rate</b>		
Operating leases	7.7 %	7.7 %
Finance leases	5.2 %	5.2 %
Financing obligations	5.2 %	5.2 %

The components of lease expense were as follows:

<i>(in millions)</i>	Location on unaudited Consolidated Statements of Operations	For the three months ended June 30,		For the six months ended June 30,	
		2024	2023	2024	2023
<b>Operating Lease Costs</b>					
Rent expense associated with triple net operating leases	General and administrative	\$ 154.9	\$ 146.4	\$ 309.7	\$ 292.4
Operating lease cost <sup>(1)</sup>	Primarily General and administrative	5.0	6.5	10.3	11.3
Short-term lease cost	Primarily Gaming expenses	23.0	19.9	45.8	38.9
Variable lease cost <sup>(1)</sup>	Primarily Gaming expenses	0.9	0.9	1.9	1.9
<b>Total</b>		<b>\$ 183.8</b>	<b>\$ 173.7</b>	<b>\$ 367.7</b>	<b>\$ 344.5</b>
<b>Finance Lease Costs</b>					
Interest on lease liabilities <sup>(2)</sup>	Interest expense, net	\$ 27.6	\$ 27.7	\$ 55.1	\$ 55.3
Amortization of ROU assets <sup>(2)</sup>	Depreciation and amortization	22.5	21.9	44.4	43.6
<b>Total</b>		<b>\$ 50.1</b>	<b>\$ 49.6</b>	<b>\$ 99.5</b>	<b>\$ 98.9</b>
<b>Financing Obligation Costs</b>					
Interest on financing obligations <sup>(3)</sup>	Interest expense, net	\$ 37.1	\$ 36.8	\$ 73.7	\$ 73.2

(1) Excludes the operating lease costs and variable lease costs pertaining to our triple net leases with our REIT landlords classified as operating leases.

(2) Pertains to finance lease components associated with the Pinnacle Master Lease (primarily land).

(3) Pertains to the components contained within the Pinnacle Master Lease (buildings) and the Morgantown Lease.

Supplemental cash flow information related to leases was as follows:

<i>(in millions)</i>	For the six months ended June 30,	
	2024	2023
<b>Non-cash lease activities:</b>		
Commencement of operating leases	\$ 2.7	\$ 3,673.5
Derecognition of operating lease liabilities	\$ —	\$ 307.7
Commencement of finance leases	\$ 63.0	\$ 33.3
Derecognition of finance lease liabilities	\$ —	\$ 2,933.6
Derecognition of financing obligations	\$ —	\$ 1,567.8

#### Note 9—Investments in and Advances to Unconsolidated Affiliates

As of June 30, 2024, investments in and advances to unconsolidated affiliates primarily consisted of the Company's 50% investment in Kansas Entertainment, the joint venture with NASCAR that owns Hollywood Casino at Kansas Speedway.

##### *Kansas Entertainment Joint Venture*

As of June 30, 2024 and December 31, 2023, our investment in Kansas Entertainment was \$81.7 million and \$80.8 million, respectively. During the three months ended June 30, 2024 and 2023, the Company received distributions from Kansas Entertainment totaling \$8.7 million and \$8.3 million, respectively, and \$16.0 million and \$16.8 million for the six months ended June 30, 2024 and 2023, 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 June 30, 2024 and December 31, 2023, nor the results of operations for the three and six months ended June 30, 2024 and 2023.

#### Note 10—Income Taxes

The Company calculates the provision for income taxes during interim reporting periods by applying an estimate of the annual effective tax rate to its year-to-date pre-tax book income or loss. The tax effects of discrete items, including but not limited to, excess tax benefits associated with stock-based compensation, are reported in the interim period in which they occur. The effective tax rate (income taxes as a percentage of income from operations before income taxes) including discrete items was (91.0)% and 19.4% for the three and six months ended June 30, 2024. We excluded certain foreign losses from our worldwide effective tax rate calculation due to a year-to-date ordinary loss for which no benefit may be recognized. Our effective tax rate can vary from period to period depending on, among other factors, the geographic and business mix of our earnings and changes to our valuation allowance assessment. 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.

As of each reporting date, the Company considers all available positive and negative evidence that could affect its view of the future realization of deferred tax assets pursuant to ASC Topic 740, "Income Taxes." As of June 30, 2024, we intend to continue maintaining a valuation allowance on our deferred tax assets not more than likely than not to be realized until there is sufficient positive evidence to support the reversal of all or some portion of these allowances. A reduction in the valuation allowance could result in a significant decrease to income tax expense in the period the release is recorded. Although the exact timing and valuation reversal amount are estimated, the actual determination is contingent upon the earnings level we achieve in 2024 as well as our projected income levels in future periods. During the six months ended June 30, 2024, the Company increased its valuation allowance in the amount of \$4.0 million primarily due to overall lower level of earnings.

During the three months ended March 31, 2023, the Company recorded a net deferred tax liability of \$115.9 million with respect to the Barstool stock acquisition on February 17, 2023. These temporary differences were primarily related to existing carryover tax basis, acquired federal and state net operating losses, and other acquired intangible assets excluding goodwill. The net deferred tax liability was subsequently written off as part of the Barstool disposition discussed in [Note 5, "Acquisitions and Dispositions."](#)

As of June 30, 2024 and December 31, 2023, the Company had prepaid income taxes of \$38.9 million and \$65.3 million, respectively, which were included in “Prepaid expenses” within our unaudited Consolidated Balance Sheets.

#### **Note 11—Commitments and Contingencies**

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.

##### ***ESPN Sportsbook and Investment Agreements***

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

The Sportsbook Agreement has an initial 10-year term and may be extended for an additional ten years upon mutual agreement of PENN and ESPN. In consideration for the media marketing services and brand and other rights provided by ESPN, PENN will pay \$150.0 million per year in cash pursuant to the Sportsbook Agreement for the initial 10-year term and issue warrants pursuant to the Investment Agreement (as defined and described in more detail below). The Sportsbook Agreement may be terminated by either party if at the end of year three of the term the Sportsbook has not achieved a specified level of market share based on gross gaming revenue in the states in which the Sportsbook operates while branded ESPN BET, and other terms pursuant to the agreement.

In connection with the Sportsbook Agreement, PENN and ESPN, Inc. entered into an Investment Agreement (the “Investment Agreement”) on August 8, 2023. The Investment Agreement provides for the issuance to ESPN, Inc. of certain warrants to purchase shares of PENN common stock, par value \$0.01 per share, and setting forth certain other governance rights of ESPN, Inc. Pursuant to the Investment Agreement PENN issued to ESPN, Inc. warrants to purchase approximately 31.8 million shares of PENN common stock. The warrants are classified as equity and contain three separate tranches which vest quarterly over ten years from the date of the Investment Agreement, provided that any remaining unvested portion of the first tranche of warrants will vest on August 8, 2032.

At the grant date, the \$550.4 million fair value of the awards was determined using the Black-Scholes pricing model with contractual terms ranging from 9.5 to 11.5 years, and strike prices ranging from \$26.08 to \$32.60. During the three and six months ended June 30, 2024, the Company recognized \$18.8 million and \$37.5 million, respectively, related to the Investment Agreement warrants. Expenses related to these warrants are recorded within “Gaming” expenses on the unaudited Consolidated Statements of Operations and recognized when services are received.

Additionally, if after February 29, 2024 and during the term of the Sportsbook Agreement PENN achieves specified performance conditions based on an average market share based on gross gaming revenue in the states in which the Sportsbook operates (as defined within the Investment Agreement), PENN could issue to ESPN, Inc. warrants to purchase up to an additional 6.4 million shares of PENN common stock. The additional warrants will be fully vested upon issuance, have an exercise price of \$28.95, and will be exercisable for 10.5 years from the date of issuance.

#### **Note 12—Stockholders’ Equity and Stock-Based Compensation**

##### ***Common and Preferred Stock***

On May 11, 2021, the Company acquired HitPoint Inc. and Lucky Point Inc. (collectively, “Hitpoint”). On both June 29, 2023 and June 26, 2024, the Company issued 4,055 shares in connection with the achievement of the second and final annual mutual goals established by the Company and Hitpoint for a total of \$0.1 million, respectively.

In conjunction with the February 20, 2020 stock purchase agreement between PENN and Barstool, 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. 1/1,000th of a share of Series D Preferred Stock is convertible into one share of PENN common stock. Pursuant to the Barstool SPA, on August 11, 2023, all remaining outstanding shares of Series D Preferred Stock were converted to common stock. See [Note 5, “Acquisitions and Dispositions”](#) for additional information related to the Barstool SPA.

As of both June 30, 2024 and December 31, 2023, there were 5,000 shares authorized of Series D Preferred Stock and no shares were outstanding.

In connection with the acquisition of Score Media and Gaming, Inc. (“theScore”) in October 2021, the Company issued 12,319,340 shares of common stock with a par value of \$0.01, and 697,539 exchangeable shares, par value \$0.01 (“Exchangeable Shares”) through the capital of an indirect wholly-owned subsidiary of PENN, in addition to cash consideration. Each Exchangeable Share is exchangeable into one share of PENN common stock at the option of the holder, subject to certain adjustments. Upon the acquisition of theScore, certain employees of theScore elected to have their outstanding equity awards, which were assumed under theScore plan (as defined below), issued as Exchangeable Shares, once the shares vest or are exercised. In addition, the Company 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.

We did not issue Exchangeable Shares during the three months ended June 30, 2024 and 2023. During the six months ended June 30, 2024 and 2023, we issued 68,048 and 2,854 Exchangeable Shares, respectively. As of both June 30, 2024 and December 31, 2023, there were 768,441 Exchangeable Shares authorized, of which 469,878 shares and 560,267 shares were outstanding, respectively.

### ***Share Repurchase Authorization***

On December 6, 2022, the Board of Directors approved a share repurchase authorization for \$750.0 million (the “December 2022 Authorization”). The December 2022 Authorization expires on December 31, 2025.

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

No shares of the Company’s common stock were repurchased during the three and six months ended June 30, 2024. During the three and six months ended June 30, 2023 respectively, the Company repurchased 3,791,258 and 5,438,221 shares of its common stock in open market transactions for \$99.8 million and \$149.8 million, at an average price of \$26.31 and \$27.54 per share under the February 2022 and December 2022 Authorizations.

The cost of all repurchased shares is recorded as “Treasury stock” within our unaudited Consolidated Balance Sheets.

No shares of the Company’s common stock were repurchased subsequent to the quarter ended June 30, 2024. As of August 7, 2024, the remaining availability under our December 2022 Authorization was \$749.5 million.

### ***2022 Long Term Incentive Compensation Plan***

On June 7, 2022, the Company’s shareholders, upon the recommendation of the Company’s Board of Directors, approved the Company’s 2022 Long Term Incentive Compensation Plan (the “2022 Plan”). The 2022 Plan authorizes the Company to issue stock options (incentive and/or non-qualified), stock appreciation rights (“SARs”), restricted stock (shares and/or units), performance awards (shares and/or units), and cash awards to executive officers, non-employee directors, other employees, consultants, and advisors of the Company and its subsidiaries. Non-employee directors and consultants are eligible to receive all such awards, other than incentive stock options. Pursuant to the 2022 Plan, an initial 6,870,000 shares of the Company’s common stock were reserved for issuance, plus any shares of common stock subject to outstanding awards under both the previous 2018 Long Term Incentive Compensation Plan, as amended (“2018 Plan”) and Score Media and Gaming Inc. Second Amended and Restated Stock Option and Restricted Stock Unit Plan (the “theScore Plan”) as of June 7, 2022, and outstanding awards that are forfeited or settled for cash under each of the prior plans.

On June 6, 2023, the Company’s shareholders, upon the recommendation of the Company’s Board of Directors, approved an amendment to the 2022 Plan (as amended, the “2022 Amended Plan”), which increased the number of shares reserved for issuance under the plan by 7,000,000 shares to 13,870,000 shares. For purposes of determining the number of shares available for issuance under the 2022 Amended Plan, stock options, restricted stock and all other equity settled awards count against the 13,870,000 share limit as one share of common stock for each share granted. Any awards that are not settled in shares of common stock are not counted against the share limit. As of June 30, 2024, there are 6,328,318 shares available for future grants under the 2022 Amended Plan.

### ***Performance Share Program***

The Company’s performance share programs were adopted to provide our NEOs and certain other key executives with stock-based compensation tied directly to the Company’s performance, which further aligns their interests with our

shareholders and provides compensation only if the designated performance goals are met for the applicable performance periods.

During the three and six months ended June 30, 2024, the Company granted 1,317,269 restricted units with performance-based vesting conditions, at target, under the 2022 Amended Plan. The restricted performance units granted in 2024 consist of one three-year performance period 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 performance goals, and remain subject to vesting for the full three-year service period.

During the six months ended June 30, 2023, the Company granted 461,747 restricted units with performance-based vesting conditions, at target, under the 2022 Plan. The restricted performance units granted in 2023 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 150% of the number of shares granted depending on achievement of the performance goals, and remain subject to vesting for the full three-year service period.

### ***Stock-based Compensation Expense***

Stock-based compensation expense pertains to our stock options and restricted stock, including restricted stock with performance conditions. The Company recognized stock-based compensation expense of \$14.2 million and \$19.7 million during the three months ended June 30, 2024 and 2023, respectively, and \$26.1 million and \$36.2 million for the six months ended June 30, 2024 and 2023, respectively, which is included in “General and administrative” expense within the unaudited Consolidated Statements of Operations.

### ***Stock Options***

The Company granted 19,413 and 2,362 stock options during the three months ended June 30, 2024 and 2023, respectively, and 815,326 and 840,235 stock options during the six months ended June 30, 2024 and 2023, respectively.

### ***Cash-settled Phantom Stock Units***

Our outstanding phantom stock units (“CPUs”), are settled in cash and entitle plan recipients to receive a cash payment based on the fair value of the Company’s common stock which is based on the closing stock price of the trading day preceding the vest date. Our CPUs vest over a period of one to four years. The CPUs are accounted for as liability awards and are re-measured at fair value each reporting period until they become vested with compensation expense being recognized over the requisite service period. The Company’s CPU liability as of June 30, 2024 and December 31, 2023 was \$0.4 million and \$1.2 million, respectively, and is included within “Accrued expenses and other current liabilities” within the unaudited Consolidated Balance Sheets.

The Company recognized \$0.2 million and \$0.9 million of compensation expense associated with these awards for the three months ended June 30, 2024 and 2023, respectively, and \$0.3 million and \$1.6 million for the six months ended June 30, 2024 and 2023, respectively. Compensation expense associated with our CPUs is recorded in “General and administrative” within the unaudited Consolidated Statements of Operations. As of June 30, 2024, there was a total of \$1.1 million unrecognized compensation expense related to CPUs that will be recognized over the awards remaining weighted-average vesting period of 1.6 years. Additionally, we paid \$1.1 million and \$2.0 million during the six months ended June 30, 2024 and 2023, respectively, pertaining to cash-settled CPUs.

### ***Stock Appreciation Rights***

Our outstanding SARs are settled in cash and are accounted for as liability awards, and generally vest over a period of four years. The fair value of cash-settled SARs is calculated each reporting period and estimated using the Black-Scholes option pricing model. The Company has a liability, which is included in “Accrued expenses and other current liabilities” within the unaudited Consolidated Balance Sheets, associated with its cash-settled SARs of \$0.9 million and \$5.8 million as of June 30, 2024 and December 31, 2023, respectively.

For SARs held by employees of the Company, there was \$0.3 million of total unrecognized compensation cost as of June 30, 2024 that will be recognized over the awards remaining weighted-average vesting period of 1.6 years. The Company recognized a charge to compensation expense of \$0.1 million and a reduction to compensation expense of \$3.6 million for the three months ended June 30, 2024 and 2023, respectively, and a reduction to compensation expense of \$4.5 million and \$3.7 million for the six months ended June 30, 2024 and 2023, respectively. Compensation expense associated with our SARs is recorded in “General and administrative” within the unaudited Consolidated Statements of Operations. We paid \$0.1 million and \$0.6 million during the six months ended June 30, 2024 and 2023, respectively, related to cash-settled SARs.

**Note 13—Earnings per Share**

For the three and six months ended June 30, 2024, we recorded a net loss attributable to PENN. As such, because the dilution from potential common shares was anti-dilutive, we used basic weighted-average common shares outstanding, rather than diluted weighted-average common shares outstanding when calculating diluted loss per share. Stock options, restricted stock, 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>	<b>For the three months ended June 30,</b>		<b>For the six months ended June 30,</b>	
	<b>2024</b>			
Assumed conversion of dilutive stock options		—		0.1
Assumed conversion of dilutive restricted stock		0.2		0.2
Assumed conversion of convertible debt		14.1		14.1

For the three and six months ended June 30, 2023, we recorded net income attributable to PENN. As such, we used diluted weighted-average common shares outstanding when calculating diluted income per share. Stock options, restricted stock, convertible preferred shares, and convertible debt that could potentially dilute basic EPS in the future are included in the computation of diluted income per share.

The following table sets forth the allocation of net income for the three and six months ended June 30, 2023 under the two-class method. For the three and six months ended June 30, 2024, we did not utilize the two-class method due to all preferred shares being converted as part of the Barstool SPA during the third quarter of 2023 as discussed in [Note 12, “Stockholders’ Equity and Stock-Based Compensation.”](#)

<i>(in millions)</i>	<b>For the three months ended June 30,</b>		<b>For the six months ended June 30,</b>	
	<b>2023</b>			
Net income attributable to PENN Entertainment, Inc.	\$	78.4	\$	592.9
Net income applicable to preferred stock		0.2		1.7
Net income applicable to common stock	\$	78.2	\$	591.2

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 three and six months ended June 30, 2024 and 2023:

<i>(in millions)</i>	<b>For the three months ended June 30,</b>		<b>For the six months ended June 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
<b>Weighted-average common shares outstanding—basic</b>	152.1	152.8	152.0	153.0
Assumed conversion of:				
Dilutive stock options	—	0.7	—	0.8
Dilutive restricted stock	—	0.3	—	0.3
Convertible debt	—	14.1	—	14.1
<b>Weighted-average common shares outstanding—diluted</b>	152.1	167.9	152.0	168.2

Restricted stock with performance and market based vesting conditions that have not been met as of June 30, 2024 were excluded from the computation of diluted EPS.

Anti-dilutive equity-based awards are excluded from the computation of diluted EPS. Anti-dilutive options and warrants to purchase 36.0 million shares were outstanding during both the three and six months ended June 30, 2024, respectively, compared to anti-dilutive options to purchase 1.8 million and 1.7 million shares outstanding during the three and six months ended June 30, 2023, respectively. Additionally, the assumed conversion of 0.4 million preferred shares were excluded from the computation of diluted EPS for both three and six months ended June 30, 2023, because including them would have been anti-dilutive.



The Company's calculation of weighted-average common shares outstanding includes the Exchangeable Shares discussed within [Note 12, "Stockholders' Equity and Stock-Based Compensation."](#) The following table presents the calculation of basic and diluted EPS for the Company's common stock for the three and six months ended June 30, 2024 and 2023:

<i>(in millions, except per share data)</i>	<b>For the three months ended June 30,</b>		<b>For the six months ended June 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
<b>Calculation of basic earnings (loss) per share:</b>				
Net income (loss) applicable to common stock	\$ (26.8)	\$ 78.2	\$ (141.5)	\$ 591.2
Weighted-average shares outstanding — PENN Entertainment, Inc.	151.6	152.2	151.5	152.4
Weighted-average shares outstanding — Exchangeable Shares	0.5	0.6	0.5	0.6
Weighted-average common shares outstanding — basic	152.1	152.8	152.0	153.0
Basic earnings (loss) per share	\$ (0.18)	\$ 0.51	\$ (0.93)	\$ 3.86
<b>Calculation of diluted earnings (loss) per share:</b>				
Net income (loss) applicable to common stock	\$ (26.8)	\$ 78.2	\$ (141.5)	\$ 591.2
Interest expense, net of tax <sup>(1)</sup> :				
Convertible Notes	—	1.8	—	3.6
Diluted income (loss) applicable to common stock	\$ (26.8)	\$ 80.0	\$ (141.5)	\$ 594.8
Weighted-average common shares outstanding — diluted	152.1	167.9	152.0	168.2
Diluted earnings (loss) per share	\$ (0.18)	\$ 0.48	\$ (0.93)	\$ 3.54

(1) The three and six months ended June 30, 2023 were tax-affected at a rate of 21%.

#### **Note 14—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 payable 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 June 30, 2024 and December 31, 2023, we held \$5.3 million and \$10.7 million in equity securities of ordinary shares, respectively, which are reported as "Other assets" in our unaudited Consolidated Balance Sheets. These equity securities are the result of PENN Interactive entering into multi-year agreements with third-party online sports betting and/or iCasino operators for online sports betting and iCasino market access across our portfolio.

We recognized unrealized holding losses of \$3.9 million and \$5.4 million for the three and six months ended June 30, 2024, respectively, and unrealized holding gains of \$6.3 million and \$3.1 million for the three and six months ended June 30, 2023, respectively, which are included in “Other,” as reported in “Other income (expenses)” within our unaudited Consolidated Statements of Operations.

The fair value of the equity securities was determined using Level 1 inputs, which use market approach valuation techniques. The primary inputs to those techniques include the quoted market price of the equity securities and foreign currency exchange rates.

#### ***Available-for-Sale Debt Securities***

The Company acquired 12.0% secured convertible notes in a technology provider on April 7, 2023 for \$20.0 million, due on the third-year anniversary of the date of issuance. The terms contain optional and mandatory conversion provisions pursuant to which we will receive common stock upon conversion. As of both periods ended June 30, 2024 and December 31, 2023, the balance of the convertible notes was \$24.2 million, which are reported in “Other assets” in our unaudited Consolidated Balance Sheets.

As of June 30, 2024, the fair value of the convertible notes approximates the carrying value as of December 31, 2023. Therefore, we did not record any unrealized gains or losses to “Other comprehensive income (loss)” within our unaudited Consolidated Statements of Comprehensive Income (Loss).

The fair value of the convertible notes was determined using a binomial lattice model and is categorized as a Level 3 measurement.

#### ***Held-to-Maturity Securities and Promissory Notes***

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

As of both periods ended June 30, 2024 and December 31, 2023, PRP held \$7.9 million in promissory notes issued by RDC and \$6.7 million in local government corporation bonds issued by RDC, at amortized cost. The promissory notes and the local government corporation bonds are collateralized by the assets of Retama Park Racetrack. As of June 30, 2024 and December 31, 2023, the promissory notes and the local government corporation bonds were included in “Other assets” within our unaudited Consolidated Balance Sheets.

The contractual terms of these promissory notes include interest payments due at maturity; however, we have not recorded accrued interest on these promissory notes because uncertainty exists as to RDC’s ability to make interest payments. We have the positive intent and ability to hold the local government corporation bonds until the amortized cost is recovered. The estimated fair values of such investments are principally based on appraised values of the land associated with Retama Park Racetrack, which are classified as Level 2 inputs.

#### ***Long-term Debt***

The fair value of our Amended Term Loan A Facility, Amended Term Loan B Facility, 5.625% Notes, 4.125% Notes, and the Convertible Notes is estimated based on quoted prices in active markets. During the first quarter of 2024, we reassessed the trading frequency of our previously described long-term debt instruments and reclassified them from a Level 1 measurement to a Level 2 measurement.

Other long-term obligations as of June 30, 2024 and December 31, 2023 included a financing arrangement entered in February of 2021 as well as the repayment obligation of the hotel and event center located near Hollywood Casino Lawrenceburg. The fair value of the Lawrenceburg repayment obligation is estimated based on rates consistent with the Company’s credit rating for comparable terms and debt instruments and is classified as a Level 2 measurement. As of December 31, 2023, other long-term obligations also included the relocation fees for Dayton and Mahoning Valley, which were paid off during the second quarter of 2024. The fair values of the Dayton and Mahoning Valley relocation fees were estimated based on rates consistent with the Company’s credit rating for comparable terms and debt instruments and were classified as Level 2 measurements. See [Note 7, “Long-term Debt”](#) for details.

Additionally, in February 2021, we entered into a third-party financing arrangement providing the Company with upfront cash proceeds while permitting us to participate in future proceeds on certain claims. The financing obligation has been classified as a non-current liability and the fair value of the financing obligation is based on what we expect to be settled in a future period of which the principal is contingent and predicated on other events, plus accreted period non-cash interest using an effective interest rate of 27.0% until the claims and related obligation is settled. The financing obligation has been classified as a Level 3 measurement and is included within our unaudited Consolidated Balance Sheets in “Long-term debt, net of current maturities, debt discount, and debt issuance costs.” See [Note 7, “Long-term Debt.”](#)

#### ***Other Liabilities***

Other liabilities as of June 30, 2024 and December 31, 2023 include contingent purchase price liabilities related to Plainridge Park Casino and HitPoint. The Hitpoint contingent purchase price liability is payable in installments up to a maximum of \$1.0 million in the form of cash and equity, on the first three anniversaries of the acquisition close date and is based on the achievement of mutual goals established by the Company and Hitpoint. The final payment of shares and cash were issued during the second and third quarters of 2024, respectively. See [Note 12, “Stockholders’ Equity and Stock-Based Compensation.”](#) As of June 30, 2024, there are no annual achievement periods remaining. The Plainridge Park Casino contingent purchase price liability is calculated based on earnings of the gaming operations over the first ten years of operations, which commenced on June 24, 2015. As of June 30, 2024, we were contractually obligated to make two additional annual payments. The fair value of the Plainridge Park Casino contingent purchase price liability is estimated based on an income approach using a discounted cash flow model. These contingent purchase price liabilities have been classified as a Level 3 measurement and are included within our unaudited Consolidated Balance Sheets in “Accrued expenses and other current liabilities” or “Other long-term liabilities,” depending on the timing of the next payment.

Additionally, as of June 30, 2024 and December 31, 2023, Other liabilities include a \$39.5 million and \$70.0 million tax indemnification, respectively, as described in [Note 2, “Significant Accounting Policies and Basis of Presentation.”](#) Liabilities associated with the indemnification of \$39.5 million are recorded in “Other long-term liabilities” within our unaudited Consolidated Balance Sheets. The indemnity has been classified as a Level 3 measurement. Key assumptions used to estimate the fair value of the indemnification include the expected tax rate and the probability of potential outcomes based on valuation methods that utilize unobservable inputs that are significant to the overall fair value as of June 30, 2024 and December 31, 2023. The assessment of the significance of a particular input to the fair value measurement requires judgment.

The carrying amounts and estimated fair values by input level of the Company's financial instruments were as follows:

<b>June 30, 2024</b>						
<i>(in millions)</i>	<b>Carrying Amount</b>	<b>Fair Value</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	
<b>Financial assets:</b>						
Cash and cash equivalents	\$ 877.6	\$ 877.6	\$ 877.6	\$ —	\$ —	\$ —
Equity securities	\$ 5.3	\$ 5.3	\$ 5.3	\$ —	\$ —	\$ —
Available-for-sale debt securities	\$ 24.2	\$ 24.2	\$ —	\$ —	\$ —	\$ 24.2
Held-to-maturity securities	\$ 6.7	\$ 6.7	\$ —	\$ 6.7	\$ —	\$ —
Promissory notes	\$ 7.9	\$ 7.9	\$ —	\$ 7.9	\$ —	\$ —
<b>Financial liabilities:</b>						
Long-term debt						
Amended Credit Facilities	\$ 1,453.2	\$ 1,468.8	\$ —	\$ 1,468.8	\$ —	\$ —
5.625% Notes	\$ 399.8	\$ 387.0	\$ —	\$ 387.0	\$ —	\$ —
4.125% Notes	\$ 395.0	\$ 344.0	\$ —	\$ 344.0	\$ —	\$ —
Convertible Notes	\$ 327.0	\$ 362.7	\$ —	\$ 362.7	\$ —	\$ —
Other long-term obligations	\$ 185.4	\$ 184.2	\$ —	\$ 8.1	\$ —	\$ 176.1
Other liabilities	\$ 48.4	\$ 48.3	\$ —	\$ 2.7	\$ —	\$ 45.6

<b>December 31, 2023</b>						
<i>(in millions)</i>	<b>Carrying Amount</b>	<b>Fair Value</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	
<b>Financial assets:</b>						
Cash and cash equivalents	\$ 1,071.8	\$ 1,071.8	\$ 1,071.8	\$ —	\$ —	\$ —
Equity securities	\$ 10.7	\$ 10.7	\$ 10.7	\$ —	\$ —	\$ —
Available-for-sale securities	\$ 24.2	\$ 24.2	\$ —	\$ —	\$ —	\$ 24.2
Held-to-maturity securities	\$ 6.7	\$ 6.7	\$ —	\$ 6.7	\$ —	\$ —
Promissory notes	\$ 7.9	\$ 7.9	\$ —	\$ 7.9	\$ —	\$ —
<b>Financial liabilities:</b>						
Long-term debt						
Amended Credit Facilities	\$ 1,471.7	\$ 1,483.5	\$ 1,483.5	\$ —	\$ —	\$ —
5.625% Notes	\$ 399.7	\$ 388.0	\$ 388.0	\$ —	\$ —	\$ —
4.125% Notes	\$ 394.6	\$ 340.0	\$ 340.0	\$ —	\$ —	\$ —
Convertible Notes	\$ 326.1	\$ 427.6	\$ 427.6	\$ —	\$ —	\$ —
Other long-term obligations	\$ 173.5	\$ 172.1	\$ —	\$ 18.0	\$ —	\$ 154.1
Other liabilities	\$ 79.0	\$ 78.9	\$ —	\$ 2.7	\$ —	\$ 76.2

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

<i>(in millions)</i>	<b>Other Assets and Liabilities</b>
<b>Balance as of January 1, 2024</b>	\$ 254.5
Interest	22.0
Payment installments	(30.6)
<b>Balance as of June 30, 2024</b>	<u>\$ 245.9</u>

The following table summarizes the significant unobservable inputs used in calculating fair value for our Level 3 assets and liabilities as of June 30, 2024:

	<b>Valuation Technique</b>	<b>Unobservable Input</b>	<b>Discount Rate</b>
Available-for-sale debt securities	Discounted cash flow	Discount rate	35.0 %
Other long-term obligation	Discounted cash flow	Discount rate	27.0 %
Contingent purchase price - Plainridge Park Casino	Discounted cash flow	Discount rate	7.0 %

**Note 15—Segment Information**

We have five reportable segments: Northeast, South, West, Midwest, and Interactive. Our gaming and racing properties are grouped by geographic location, and each is viewed as an operating segment with the exception of our two properties in Jackpot, Nevada, which are viewed as one operating segment. We consider our combined VGT operations, by state, to be separate operating segments. Interactive includes all of our online gaming operations, management of retail sports betting, media, and in the prior year, the operating results of Barstool. We owned 36% of Barstool common stock prior to the February 17, 2023 Barstool Acquisition, pursuant to which we acquired the remaining 64% of Barstool common stock. On August 8, 2023, we entered into the Barstool SPA, and we sold 100% of the outstanding shares of Barstool common stock. See [Note 5, “Acquisitions and Dispositions”](#) for further information.

The Company utilizes Adjusted EBITDAR (as defined below) as its measure of segment profit or loss. The following table highlights our revenues and Adjusted EBITDAR for each reportable segment and reconciles Adjusted EBITDAR on a consolidated basis to net income (loss).

<i>(in millions)</i>	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
<b>Revenues:</b>				
Northeast segment	\$ 696.3	\$ 688.0	\$ 1,381.0	\$ 1,388.5
South segment	298.2	308.3	596.7	623.1
West segment	135.3	130.0	264.1	259.7
Midwest segment	298.1	293.3	589.3	588.6
Interactive segment	232.6	257.5	440.3	491.0
Other <sup>(1)</sup>	5.9	6.2	11.9	12.0
Intersegment eliminations <sup>(2)</sup>	(3.4)	(8.5)	(13.4)	(14.8)
<b>Total</b>	<b>\$ 1,663.0</b>	<b>\$ 1,674.8</b>	<b>\$ 3,269.9</b>	<b>\$ 3,348.1</b>
<b>Adjusted EBITDAR <sup>(3)</sup>:</b>				
Northeast segment	\$ 204.7	\$ 217.3	\$ 407.3	\$ 430.2
South segment	111.4	120.9	224.9	244.5
West segment	50.6	49.6	96.5	98.7
Midwest segment	129.9	127.1	246.9	252.7
Interactive segment	(102.8)	(12.8)	(298.8)	(18.5)
Other <sup>(1)</sup>	(26.8)	(25.3)	(53.6)	(52.6)
<b>Total <sup>(3)</sup></b>	<b>367.0</b>	<b>476.8</b>	<b>623.2</b>	<b>955.0</b>
<b>Other operating benefits (costs) and other income (expenses):</b>				
Rent expense associated with triple net operating leases <sup>(4)</sup>	(154.9)	(146.4)	(309.7)	(292.4)
Stock-based compensation	(14.2)	(19.7)	(26.1)	(36.2)
Cash-settled stock-based awards variance	3.1	6.2	11.1	9.1
Loss on disposal of assets	(9.1)	—	(8.9)	—
Contingent purchase price	—	(0.2)	—	(0.5)
Depreciation and amortization	(109.1)	(110.6)	(217.8)	(218.1)
Insurance recoveries, net of deductible charges	2.7	13.6	2.7	13.6
Non-operating items of equity method investments <sup>(5)</sup>	(1.0)	(0.9)	(2.1)	(5.4)
Interest expense, net	(119.4)	(115.6)	(238.5)	(228.6)
Interest income	5.8	9.9	12.9	20.3
Gain on Barstool Acquisition, net <sup>(6)</sup>	—	—	—	83.4
Gain on REIT transactions, net <sup>(7)</sup>	—	—	—	500.8
Other <sup>(8)</sup>	(1.2)	(0.3)	(4.6)	(5.9)
<b>Income (loss) before income taxes</b>	<b>(30.3)</b>	<b>112.8</b>	<b>(157.8)</b>	<b>795.1</b>
Income tax benefit (expense)	3.2	(34.7)	15.8	(202.6)
<b>Net income (loss)</b>	<b>\$ (27.1)</b>	<b>\$ 78.1</b>	<b>\$ (142.0)</b>	<b>\$ 592.5</b>

(1) The Other category consists of the Company's stand-alone racing operations, namely Sanford-Orlando Kennel Club, Sam Houston and Valley Race Park, the Company's joint venture interests in Freehold Raceway, and our management contract for Retama Park Racetrack. The Other category also includes corporate overhead costs, which consist of certain expenses, such as: payroll, professional fees, travel expenses, and other general and administrative expenses that do not directly relate or have not otherwise been allocated. Corporate overhead costs were \$24.5 million and \$24.8 million for the three months ended June 30, 2024 and 2023, respectively, and \$49.4 million and \$51.1 million for the six months ended June 30, 2024 and 2023, respectively.

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

- (3) We define Adjusted EBITDAR as earnings before interest expense, net, interest income, income taxes, depreciation and amortization, rent expense associated with triple net operating leases (see footnote (4) below), stock-based compensation, debt extinguishment charges, impairment losses, insurance recoveries, net of deductible charges, changes in the estimated fair value of our contingent purchase price obligations, gain or loss on disposal of assets, the difference between budget and actual expense for cash-settled stock-based awards, pre-opening expenses, non-cash gains/losses associated with REIT transactions, loss on disposal of business, non-cash gains/losses associated with partial and step acquisitions as measured in accordance with ASC Topic 805, "Business Combinations", and other. Adjusted EBITDAR is also inclusive of income or loss from unconsolidated affiliates, with our share of non-operating items (see footnote (5) below) added back for Barstool and our Kansas Entertainment joint venture.
- (4) Amounts pertain to the operating lease components contained within the: (i) AR PENN Master Lease; (ii) 2023 Master Lease; (iii) Margaritaville Lease; and (iv) Greektown Lease.
- (5) Consists principally of interest expense, net, income taxes, depreciation and amortization, and stock-based compensation expense associated with Barstool prior to us acquiring the remaining 64% of Barstool common stock (see [Note 5, "Acquisitions and Dispositions"](#)), and our Kansas Entertainment joint venture.
- (6) Includes a gain of \$66.5 million associated with Barstool related to remeasurement of the equity investment immediately prior to the acquisition date of February 17, 2023 and a gain of \$16.9 million related to the acquisition of the remaining 64% of Barstool common stock (see [Note 5, "Acquisitions and Dispositions"](#)).
- (7) Upon the execution of the February 21, 2023 AR PENN Master Lease and the 2023 Master Lease, both effective January 1, 2023, we recognized a gain of \$500.8 million as a result of the reclassification and remeasurement of lease components (see [Note 8, "Leases"](#)).
- (8) Primarily relates to unrealized holding losses of \$3.9 million and unrealized holding gains on our equity securities of \$6.3 million for the three months ended June 30, 2024 and 2023, respectively, and unrealized holding losses of \$5.4 million and unrealized holding gains of \$3.1 million for the six months ended June 30, 2024 and 2023, respectively, which are discussed in [Note 14, "Fair Value Measurements."](#)

The table below presents capital expenditures by segment:

<i>(in millions)</i>	<b>For the three months ended June 30,</b>		<b>For the six months ended June 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
<b>Capital expenditures:</b>				
Northeast segment	\$ 13.3	\$ 24.7	\$ 18.9	\$ 47.5
South segment	23.6	15.4	35.4	29.1
West segment	11.4	6.5	12.9	10.3
Midwest segment	38.2	16.9	57.4	29.6
Interactive segment	0.3	2.6	1.0	9.7
Other	1.4	3.5	4.0	6.6
<b>Total capital expenditures</b>	<b>\$ 88.2</b>	<b>\$ 69.6</b>	<b>\$ 129.6</b>	<b>\$ 132.8</b>

The table below presents investment in and advances to unconsolidated affiliates and total assets by segment:

<i>(in millions)</i>	<b>Northeast</b>	<b>South</b>	<b>West</b>	<b>Midwest</b>	<b>Interactive</b>	<b>Other <sup>(1)</sup></b>	<b>Total</b>
<b>Balance sheet as of June 30, 2024</b>							
Investment in and advances to unconsolidated affiliates	\$ —	\$ —	\$ —	\$ 81.7	\$ —	\$ 4.8	\$ 86.5
Total assets	\$ 1,831.6	\$ 1,278.8	\$ 399.6	\$ 1,355.0	\$ 2,379.0	\$ 8,294.0	\$ 15,538.0
<b>Balance sheet as of December 31, 2023</b>							
Investment in and advances to unconsolidated affiliates	\$ —	\$ —	\$ —	\$ 80.8	\$ —	\$ 4.1	\$ 84.9
Total assets	\$ 1,827.4	\$ 1,244.5	\$ 388.6	\$ 1,241.1	\$ 2,549.9	\$ 8,812.7	\$ 16,064.2

- (1) The real estate assets subject to the Master Leases, which are classified as either property and equipment, net, operating lease ROU assets, or finance lease ROU assets, are included within the Other category.

## ITEM 2. 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, the unaudited Consolidated Financial Statements and the notes thereto included in this Quarterly Report on Form 10-Q, and the Consolidated Financial Statements and notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations contained in our Annual Report on Form 10-K for the year ended December 31, 2023.

### EXECUTIVE OVERVIEW

#### *Our Business*

PENN Entertainment, Inc., together with its subsidiaries ("PENN," the "Company," "we," "our," or "us"), is North America's leading provider of integrated entertainment, sports content, and casino gaming experiences. As of June 30, 2024, PENN operated 43 properties in 20 states, online sports betting in 19 jurisdictions and iCasino in five jurisdictions, under a portfolio of well-recognized brands including Hollywood Casino®, L'Auberge®, ESPN BET™, and theScore BET Sportsbook and Casino®. In August 2023, PENN entered into a transformative, exclusive long-term strategic alliance with ESPN, Inc. and ESPN Enterprises, Inc. (together, "ESPN") relating to online sports betting within the United States. PENN's ability to leverage the leading sports media brands in the United States (ESPN) and Canada (theScore) is central to our highly differentiated strategy to expand our footprint and efficiently grow our customer ecosystem. The Company's focus on organic cross-sell opportunities is reinforced by our market-leading retail casinos, sports media assets, and technology, including a proprietary state-of-the-art, fully integrated digital sports and iCasino betting platform and an in-house iCasino content studio. PENN's portfolio is further bolstered by our industry-leading PENN Play customer loyalty program, which offers our approximately 31 million members a unique set of rewards and experiences across business channels.

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

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

On February 17, 2023, we acquired the remaining 64% of the outstanding shares of Barstool Sports, Inc. ("Barstool") common stock not already owned by us for a consideration of approximately \$405.5 million, which is inclusive of cash and common stock issuance, repayment of Barstool indebtedness of \$23.8 million, transaction expenses and other purchase price adjustments in accordance with GAAP (the "Barstool Acquisition"). Prior to the Barstool Acquisition, we held a 36% ownership interest, which was accounted for under the equity method.

On August 8, 2023, PENN entered into a Sportsbook Agreement (the "Sportsbook Agreement") with ESPN, which provides for a long-term strategic relationship between PENN and ESPN relating to online sports betting in the United States. Pursuant to the Sportsbook Agreement, PENN rebranded its existing Barstool Sportsbook across all online platforms in the United States as ESPN BET (the "Sportsbook") and oversees daily operations of the Sportsbook (see [Note 11, "Commitments and Contingencies"](#) in the notes to our unaudited Consolidated Financial Statements for additional information).

On August 8, 2023, we entered into the Barstool SPA, and we sold 100% of the outstanding shares of Barstool common stock. As a result of the Barstool SPA, we recognized a pre-tax loss on disposal of \$923.2 million (inclusive of \$714.8 million in goodwill and intangible assets write offs and a \$70.0 million indemnification liability) incurred in the third quarter of 2023. See [Note 5, "Acquisitions and Dispositions"](#) and [Note 14, "Fair Value Measurements"](#) in the notes to our unaudited Consolidated Financial Statements.

On February 21, 2023, as described in ["Liquidity and Capital Resources,"](#) the Company and GLPI entered into an agreement to amend and restate the triple net master lease dated November 1, 2013 (the "AR PENN Master Lease"), effective January 1, 2023, to (i) remove the land and buildings for Hollywood Casino Aurora ("Aurora"), Hollywood Casino Joliet ("Joliet"), Hollywood Casino Columbus ("Columbus"), Hollywood Casino Toledo ("Toledo"), and the M Resort Spa Casino ("M Resort"), and (ii) make associated adjustments to the rent after which the initial rent in the AR PENN Master Lease was reset to \$284.1 million, consisting of \$208.2 million of building base rent, \$43.0 million of land base rent and \$32.9 million of percentage rent (as such terms are defined in the AR PENN Master Lease). The AR PENN Master Lease remains subject to annual rent escalators and a percentage rent reset every five years.



Concurrent with the execution of the AR PENN Master Lease, the Company and GLPI entered into a new master lease (the “2023 Master Lease”), effective January 1, 2023, specific to the properties associated with Aurora, Joliet, Columbus, Toledo, M Resort, Hollywood Casino at The Meadows (“Meadows”) and Hollywood Casino Perryville (“Perryville”) and a master development agreement (the “Master Development Agreement”). The 2023 Master Lease terminated the individual triple net leases associated with Meadows and Perryville. The 2023 Master Lease incurs a 1.5% fixed escalator on November 1 of each year, and is also subject to a one-time increase of \$1.4 million effective November 1, 2027. The 2023 Master Lease and AR PENN Master Lease are cross-defaulted, cross-collateralized, and coterminous, and subject to a parent guarantee.

The 2023 Master Lease includes a base rent (the “2023 Master Lease Base Rent”) equal to \$232.2 million and the Master Development Agreement contains additional rent (together with the 2023 Master Lease Base Rent, the “2023 Master Lease Rent”) equal to (i) 7.75% of any project funding received by PENN from GLPI for an anticipated relocation of our riverboat casino and related developments with respect to Aurora (the “Aurora Project”) and (ii) a percentage, based on the then-current GLPI stock price, of any project funding received by PENN from GLPI for certain anticipated development projects with respect to Joliet, Columbus, and M Resort (the “Other Development Projects”) and together with the Aurora Project, the “PENN Development Projects”). The Master Development Agreement provides that GLPI will fund up to \$225 million for the Aurora Project and, upon our request, up to \$350 million in the aggregate for the Other Development Projects, in accordance with certain terms and conditions set forth in the Master Development Agreement. These funding obligations of GLPI expire on January 1, 2026. The PENN Development Projects have all commenced and are anticipated to open by the first half of 2026.

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

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

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

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

The gaming, media, and entertainment industries are characterized by an increasingly high degree of competition among a large number of participants. We compete with a variety of gaming operations, including casinos and hotel casinos of varying quality and size and other gaming options such as state and province-sponsored internet lotteries, sweepstakes, charitable gaming, video gaming terminals at bars, restaurants, taverns and truck stops, illegal slot machines and skill games, fantasy sports and third-party internet or mobile-based gaming platforms, including both legal and illegal iCasino and sports betting operations. See the [“Segment comparison of the three and six months ended June 30, 2024 and 2023”](#) section below for discussions on our results of operations by reportable segment.

### ***Key Performance Indicators***

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

The vast majority of our revenues is gaming revenue, which is highly dependent upon the volume and spending levels of customers at our properties. Our gaming revenue is derived primarily from slot machines (which represented approximately 85% of our gaming revenue for each of the six months ended June 30, 2024 and 2023) and, to a lesser extent, table games, online sports betting, and iCasino. Aside from gaming revenue, our revenues are primarily derived from our hotel, dining, retail, commissions, program sales, admissions, concessions and certain other ancillary activities, and our racing operations.

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

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

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

### ***Reportable Segments***

We have aggregated our operating segments into five reportable segments. Retail operating segments are based on the similar characteristics within the regions in which they operate: Northeast, South, West, and Midwest. The Interactive segment includes all of our online sports betting, online casino/iCasino, and social gaming (collectively referred to as "online gaming") operations, management of retail sports betting, media, and in the prior year, the operating results of Barstool subsequent to the Barstool Acquisition on February 17, 2023 and prior to the Barstool divestiture on August 8, 2023 (as defined and discussed in [Note 5, "Acquisitions and Dispositions"](#)). We view each of our gaming and racing properties as an operating segment with the exception of our two properties in Jackpot, Nevada, which we view as one operating segment. We consider our combined Video Gaming Terminal ("VGT") operations, by state, to be separate operating segments. For a listing of our gaming properties and VGT operations included in each reportable segment, see Note 2, "Significant Accounting Policies and Basis of Presentation" in the notes to our unaudited Consolidated Financial Statements.

## RESULTS OF OPERATIONS

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

<i>(dollars in millions)</i>	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
<b>Revenues:</b>				
Northeast segment	\$ 696.3	\$ 688.0	\$ 1,381.0	\$ 1,388.5
South segment	298.2	308.3	596.7	623.1
West segment	135.3	130.0	264.1	259.7
Midwest segment	298.1	293.3	589.3	588.6
Interactive segment	232.6	257.5	440.3	491.0
Other <sup>(1)</sup>	5.9	6.2	11.9	12.0
Intersegment eliminations <sup>(2)</sup>	(3.4)	(8.5)	(13.4)	(14.8)
<b>Total</b>	<b>\$ 1,663.0</b>	<b>\$ 1,674.8</b>	<b>\$ 3,269.9</b>	<b>\$ 3,348.1</b>
<b>Net income (loss)</b>	<b>\$ (27.1)</b>	<b>\$ 78.1</b>	<b>\$ (142.0)</b>	<b>\$ 592.5</b>
<b>Adjusted EBITDAR:</b>				
Northeast segment	\$ 204.7	\$ 217.3	\$ 407.3	\$ 430.2
South segment	111.4	120.9	224.9	244.5
West segment	50.6	49.6	96.5	98.7
Midwest segment	129.9	127.1	246.9	252.7
Interactive segment	(102.8)	(12.8)	(298.8)	(18.5)
Other <sup>(1)</sup>	(26.8)	(25.3)	(53.6)	(52.6)
<b>Total <sup>(3)</sup></b>	<b>367.0</b>	<b>476.8</b>	<b>623.2</b>	<b>955.0</b>
Rent expense associated with triple net operating leases <sup>(4)</sup>	(154.9)	(146.4)	(309.7)	(292.4)
<b>Adjusted EBITDA</b>	<b>\$ 212.1</b>	<b>\$ 330.4</b>	<b>\$ 313.5</b>	<b>\$ 662.6</b>
Net income (loss) margin	(1.6)%	4.7 %	(4.3)%	17.7 %
Adjusted EBITDAR margin	22.1 %	28.5 %	19.1 %	28.5 %
Adjusted EBITDA margin	12.8 %	19.7 %	9.6 %	19.8 %

(1) The Other category consists of the Company’s stand-alone racing operations, namely Sanford-Orlando Kennel Club, Sam Houston and Valley Race Park, the Company’s joint venture interests in Freehold Raceway, and our management contract for Retama Park Racetrack. Expenses incurred for corporate and shared services activities that are directly attributable to a property or are otherwise incurred to support a property are allocated to each property. The Other category also includes corporate overhead costs, which consist of certain expenses, such as: payroll, professional fees, travel expenses, and other general and administrative expenses that do not directly relate or have not otherwise been allocated. Corporate overhead costs were \$24.5 million and \$24.8 million for the three months ended June 30, 2024 and 2023, respectively, and \$49.4 million and \$51.1 million for the six months ended June 30, 2024 and 2023, respectively.

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

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

(4) Pertains to the following operating leases: (i) AR PENN Master Lease; (ii) 2023 Master Lease; (iii) Margaritaville Lease; and (iv) Greektown Lease.

## Consolidated comparison of the three and six months ended June 30, 2024 and 2023

### Revenues

The following table presents our consolidated revenues:

<i>(dollars in millions)</i>	For the three months ended June 30,		Change		For the six months ended June 30,		Change	
	2024	2023	\$	%	2024	2023	\$	%
<b>Revenues</b>								
Gaming	\$ 1,332.3	\$ 1,292.8	\$ 39.5	3.1 %	\$ 2,590.6	\$ 2,617.4	\$ (26.8)	(1.0)%
Food, beverage, hotel, and other	330.7	382.0	(51.3)	(13.4)%	679.3	730.7	(51.4)	(7.0)%
Total revenues	<u>\$ 1,663.0</u>	<u>\$ 1,674.8</u>	<u>\$ (11.8)</u>	<u>(0.7)%</u>	<u>\$ 3,269.9</u>	<u>\$ 3,348.1</u>	<u>\$ (78.2)</u>	<u>(2.3)%</u>

**Gaming revenues** for the three months ended June 30, 2024 increased by \$39.5 million compared to the corresponding prior year period, primarily due to an increase in gaming revenues at our Interactive segment, an increase in slot revenues at our Northeast, Midwest, and West segments, partially offset by a decrease in gaming revenues at our South segment. In our Interactive segment, top-of-funnel growth, improved risk and trading execution, refined promotional strategies, and a favorable sportsbook hold contributed to the increase in gaming revenues.

Gaming revenues for the six months ended June 30, 2024 decreased by \$26.8 million compared to the corresponding prior year period, primarily due to a decrease in slots and table games revenues within our South segment partially offset by an increase in gaming revenues at our Interactive segment. In the first quarter of 2024, severe weather affected weekends and holidays across all our regional property segments negatively impacting our operations. Additionally, retail gaming revenues decreased as new supply continues to impact visitation in certain retail property segments.

**Food, beverage, hotel, and other revenues** for the three and six months ended June 30, 2024 decreased by \$51.3 million and \$51.4 million, respectively, compared to the corresponding prior year periods. The decrease for both periods primarily relates to the inclusion of 100% of the operating results of Barstool subsequent to the Barstool Acquisition on February 17, 2023 in the prior year periods. Due to the August 2023 Barstool disposal, the current year periods do not include any Barstool revenues. For the six months ended June 30, 2024, this was offset by an increase in gaming tax amounts related to third-party online sports betting and/or iCasino partners for online sports betting and iCasino market access of \$17.9 million compared to the prior year period.

See [“Segment comparison of the three and six months ended June 30, 2024 and 2023”](#) 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 three months ended June 30,		Change		For the six months ended June 30,		Change	
	2024	2023	\$	%	2024	2023	\$	%
<b>Operating expenses</b>								
Gaming	\$ 871.1	\$ 710.6	\$ 160.5	22.6 %	\$ 1,750.6	\$ 1,440.1	\$ 310.5	21.6 %
Food, beverage, hotel, and other	219.6	267.8	(48.2)	(18.0)%	470.8	512.1	(41.3)	(8.1)%
General and administrative	388.7	380.3	8.4	2.2 %	777.6	773.2	4.4	0.6 %
Depreciation and amortization	109.1	110.6	(1.5)	(1.4)%	217.8	218.1	(0.3)	(0.1)%
Total operating expenses	<u>\$ 1,588.5</u>	<u>\$ 1,469.3</u>	<u>\$ 119.2</u>	<u>8.1 %</u>	<u>\$ 3,216.8</u>	<u>\$ 2,943.5</u>	<u>\$ 273.3</u>	<u>9.3 %</u>

**Gaming expenses** consist primarily of gaming taxes, payroll, marketing and promotional, and other expenses associated with our gaming operations. Gaming expenses for the three and six months ended June 30, 2024 increased by \$160.5 million and \$310.5 million, respectively, compared to the corresponding prior year periods, primarily due to increased marketing expense within our Interactive segment related to ESPN and increased gaming costs driven by increased ESPN BET volumes.

**Food, beverage, hotel, and other expenses** consist primarily of payroll expenses, costs of goods sold, and other costs associated with our food, beverage, hotel, retail, racing, and Interactive operations. Food, beverage, hotel, and other expenses for the three and six months ended June 30, 2024 decreased \$48.2 million and \$41.3 million, respectively, compared to the corresponding prior year periods, primarily due to the inclusion of Barstool operating expenses in the prior year periods subsequent to the Barstool Acquisition on February 17, 2023. Due to the August 2023 Barstool disposal, the current year periods do not include any Barstool operating expenses. The decrease for the six months ended June 30, 2024 was partially offset by an increase in gaming tax reimbursement amounts related to third-party online sports betting and/or iCasino partners for online sports betting and iCasino market access.

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

For the three and six months ended June 30, 2024, general and administrative expenses increased by \$8.4 million and \$4.4 million, respectively, compared to the corresponding prior year periods, primarily due to increases in rent expense associated with triple net operating leases of \$8.5 million and \$17.3 million, respectively, stemming primarily from annual escalators on our triple net operating leases. For the six months ended June 30, 2024, the increase was offset by a decrease in stock-based compensation.

**Depreciation and amortization** for the three and six months ended June 30, 2024 decreased \$1.5 million and \$0.3 million, respectively, compared to the corresponding prior year periods.

#### **Other income (expenses)**

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

<i>(dollars in millions)</i>	For the three months ended June 30,		Change		For the six months ended June 30,		Change	
	2024	2023	\$	%	2024	2023	\$	%
<b>Other income (expenses)</b>								
Interest expense, net	\$ (119.4)	\$ (115.6)	\$ (3.8)	3.3 %	\$ (238.5)	\$ (228.6)	\$ (9.9)	4.3 %
Interest income	\$ 5.8	\$ 9.9	\$ (4.1)	(41.4)%	\$ 12.9	\$ 20.3	\$ (7.4)	(36.5)%
Income from unconsolidated affiliates	\$ 7.8	\$ 7.2	\$ 0.6	8.3 %	\$ 15.0	\$ 9.8	\$ 5.2	53.1 %
Gain on Barstool Acquisition, net	\$ —	\$ —	\$ —	— %	\$ —	\$ 83.4	\$ (83.4)	N/M
Gain on REIT transactions, net	\$ —	\$ —	\$ —	— %	\$ —	\$ 500.8	\$ (500.8)	N/M
Other	\$ 1.0	\$ 5.8	\$ (4.8)	(82.8)%	\$ (0.3)	\$ 4.8	\$ (5.1)	N/M
Income tax benefit (expense)	\$ 3.2	\$ (34.7)	\$ 37.9	(109.2)%	\$ 15.8	\$ (202.6)	\$ 218.4	(107.8)%

N/M - Not meaningful

**Interest expense, net** increased by \$3.8 million and \$9.9 million for the three and six months ended June 30, 2024, respectively, compared to the corresponding prior year periods, primarily due to an increase in interest expense on our Senior Secured Credit Facilities related to an overall increase in interest rates.

**Interest income** decreased by \$4.1 million and \$7.4 million for the three and six months ended June 30, 2024, respectively, compared to the corresponding prior year periods, primarily due to a decrease in the amount invested in money market funds, which we use for short term investing.

**Income from unconsolidated affiliates** relates principally to our investment in Kansas Entertainment and Freehold Raceway joint ventures. The increase of \$0.6 million for the three months ended June 30, 2024, compared to the corresponding prior year period, is due to higher income earned from our investments in unconsolidated affiliates. The increase of \$5.2 million for the six months ended June 30, 2024, compared to the corresponding prior year period, is due to the six months ended June 30, 2023 including a \$5.1 million loss for Barstool prior to the Barstool Acquisition on February 17, 2023.

**Gain on Barstool Acquisition, net** for the six months ended June 30, 2023 relates to the gain on our acquisition of all the outstanding shares of Barstool common stock not already owned by us on February 17, 2023 as described in [Note 5, “Acquisitions and Dispositions”](#) in the notes to our unaudited Consolidated Financial Statements. The gain consisted of \$66.5 million related to the remeasurement of our equity investment immediately prior to the acquisition date and \$16.9 million related to the acquisition of the remaining 64% of Barstool common stock.

**Gain on REIT transactions, net** for the six months ended June 30, 2023 relates to the execution of both the AR PENN Master Lease and 2023 Master Lease on February 21, 2023, which resulted in the (i) derecognition of \$1.6 billion of financing obligations and (ii) derecognition of \$1.1 billion of Property and Equipment, net. In conjunction with entering into the 2023 Master Lease, the individual triple net leases associated with Meadows and Perryville were terminated which resulted in a \$6.5 million loss from the derecognition of right-of-use assets and lease liabilities. See [Note 8, “Leases”](#) to our unaudited Consolidated Financial Statements for additional details on both of these transactions.

**Other** primarily relates to realized and unrealized gains and losses on equity securities, held by PENN Interactive, unrealized gains and losses related to certain Barstool shares (prior to the Barstool Acquisition on February 17, 2023) as well as miscellaneous income and expense items. Equity securities were provided to the Company in conjunction with entering into multi-year agreements with sports betting operators for online sports betting and iCasino market access across our portfolio. For the three and six months ended June 30, 2024, other income primarily consisted of dividend income received, partially offset by unrealized holding losses of \$3.9 million and \$5.4 million, respectively. For the three and six months ended June 30, 2023, other income primarily consisted of unrealized holding gains of \$6.3 million and \$3.1 million, respectively. Additionally, the six months ended June 30, 2023 included a \$3.1 million gain related to remeasurement and settlement of Barstool put/call options prior to the Barstool Acquisition.

**Income tax benefit (expense)** was a benefit of \$3.2 million as compared to an expense of \$34.7 million for the three months ended June 30, 2024 and 2023, respectively, and a benefit of \$15.8 million as compared to an expense of \$202.6 million for the six months ended June 30, 2024 and 2023, respectively. The effective tax rate (income taxes as a percentage of income from operations before income taxes) including discrete items was (91.0)% and 19.4% for the three and six months ended June 30, 2024. We excluded certain foreign losses from our worldwide effective tax rate calculation due to a year-to-date ordinary loss for which no benefit may be recognized. The effective tax rate for the three and six months ended June 30, 2024, was lower than the corresponding prior year period and the statutory federal tax rate of 21%, primarily due to (i) non-deductible permanent items offset against tax credit utilization, (ii) excluding certain foreign losses from our worldwide effective tax rate calculation for which no tax benefit may be recognized, (iii) state taxes, and (iv) changes to certain state valuation allowances. See [Note 10, “Income Taxes”](#) to our unaudited Consolidated Financial Statements for additional details.

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 allowances, 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 three and six months ended June 30, 2024 and 2023**
**Northeast Segment**

<i>(dollars in millions)</i>	For the three months ended June 30,		Change		For the six months ended June 30,		Change	
	2024	2023	\$	%	2024	2023	\$	%
<b>Revenues</b>								
Gaming	\$ 624.0	\$ 616.5	\$ 7.5	1.2 %	\$ 1,240.4	\$ 1,245.8	\$ (5.4)	(0.4)%
Food, beverage, hotel, and other	72.3	71.5	0.8	1.1 %	140.6	142.7	(2.1)	(1.5)%
Total revenues	<u>\$ 696.3</u>	<u>\$ 688.0</u>	<u>\$ 8.3</u>	1.2 %	<u>\$ 1,381.0</u>	<u>\$ 1,388.5</u>	<u>\$ (7.5)</u>	(0.5)%
Adjusted EBITDAR	\$ 204.7	\$ 217.3	\$ (12.6)	(5.8)%	\$ 407.3	\$ 430.2	\$ (22.9)	(5.3)%
Adjusted EBITDAR margin	29.4 %	31.6 %		-220 bps	29.5 %	31.0 %		-150 bps

The Northeast segment's revenues for the three months ended June 30, 2024 increased \$8.3 million, primarily due to an increase in gaming revenues, particularly slot revenues.

The Northeast segment's revenues for the six months ended June 30, 2024 decreased \$7.5 million, primarily due to severe weather events during the first quarter negatively impacting our operations as well as decreases in gaming revenues at several of our properties due to increased competition, partially offset by increased slot revenues in the second quarter. Food and beverage revenues for the six months ended June 30, 2024 decreased as weather events during the first quarter resulted in a decline in visitation compared to the prior year period.

For the three months ended June 30, 2024, the Northeast segment's Adjusted EBITDAR decreased \$12.6 million, and Adjusted EBITDAR margin decreased to 29.4%, primarily due to the reversal of certain accrued gaming taxes in the prior year quarter and increased labor and marketing costs in the current year quarter.

For the six months ended June 30, 2024, the Northeast segment's Adjusted EBITDAR decreased \$22.9 million, primarily due to decreased gaming and non-gaming revenues. Adjusted EBITDAR margin decreased to 29.5% primarily due to the reversal of certain accrued gaming taxes in the prior year period and increased labor and marketing costs in the current year period.

**South Segment**

<i>(dollars in millions)</i>	For the three months ended June 30,		Change		For the six months ended June 30,		Change	
	2024	2023	\$	%	2024	2023	\$	%
<b>Revenues</b>								
Gaming	\$ 230.2	\$ 239.1	\$ (8.9)	(3.7)%	\$ 464.0	\$ 491.2	\$ (27.2)	(5.5)%
Food, beverage, hotel, and other	68.0	69.2	(1.2)	(1.7)%	132.7	131.9	0.8	0.6 %
Total revenues	<u>\$ 298.2</u>	<u>\$ 308.3</u>	<u>\$ (10.1)</u>	(3.3)%	<u>\$ 596.7</u>	<u>\$ 623.1</u>	<u>\$ (26.4)</u>	(4.2)%
Adjusted EBITDAR	\$ 111.4	\$ 120.9	\$ (9.5)	(7.9)%	\$ 224.9	\$ 244.5	\$ (19.6)	(8.0)%
Adjusted EBITDAR margin	37.4 %	39.2 %		-180 bps	37.7 %	39.2 %		-150 bps

The South segment's revenues for the three and six months ended June 30, 2024 decreased by \$10.1 million and \$26.4 million, respectively, compared to the corresponding prior year periods, primarily due to a decrease in gaming revenues as increased competition negatively impacted visitation at several of our properties and severe weather events in the first quarter of 2024 negatively impacted our operations.

For the three and six months ended June 30, 2024, the South segment's Adjusted EBITDAR decreased \$9.5 million and \$19.6 million, respectively, and Adjusted EBITDAR margin decreased to 37.4% and 37.7%, respectively, primarily due to the decrease in revenues as described above.

### West Segment

<i>(dollars in millions)</i>	For the three months ended June 30,		Change		For the six months ended June 30,		Change	
	2024	2023	\$	%	2024	2023	\$	%
<b>Revenues</b>								
Gaming	\$ 94.5	\$ 92.4	\$ 2.1	2.3 %	\$ 186.1	\$ 186.8	\$ (0.7)	(0.4)%
Food, beverage, hotel, and other	40.8	37.6	3.2	8.5 %	78.0	72.9	5.1	7.0 %
Total revenues	<u>\$ 135.3</u>	<u>\$ 130.0</u>	<u>\$ 5.3</u>	4.1 %	<u>\$ 264.1</u>	<u>\$ 259.7</u>	<u>\$ 4.4</u>	1.7 %
Adjusted EBITDAR	\$ 50.6	\$ 49.6	\$ 1.0	2.0 %	\$ 96.5	\$ 98.7	\$ (2.2)	(2.2)%
Adjusted EBITDAR margin	37.4 %	38.2 %		-80 bps	36.5 %	38.0 %		-150 bps

The West segment's revenues for the three months ended June 30, 2024 increased by \$5.3 million, compared to the prior year period, primarily due to increased visitation at our West segment properties.

The West segment's revenues for the six months ended June 30, 2024 increased by \$4.4 million, compared to the prior year period, primarily due to an increase in hotel and food and beverage revenues, partially offset by a decrease in gaming revenues as isolated weather events negatively impacted visitation during the first quarter of 2024.

For the three months ended June 30, 2024, the West segment's Adjusted EBITDAR increased \$1.0 million due to the increase in hotel and food and beverage revenues, while Adjusted EBITDAR margin decreased to 37.4%, primarily due to increased labor costs.

For the six months ended June 30, 2024, the West segment's Adjusted EBITDAR decreased \$2.2 million and Adjusted EBITDAR margin decreased to 36.5%, primarily due to the decrease in gaming revenues discussed above and increased labor costs.

### Midwest Segment

<i>(dollars in millions)</i>	For the three months ended June 30,		Change		For the six months ended June 30,		Change	
	2024	2023	\$	%	2024	2023	\$	%
<b>Revenues</b>								
Gaming	\$ 265.1	\$ 261.5	\$ 3.6	1.4 %	\$ 525.6	\$ 527.4	\$ (1.8)	(0.3)%
Food, beverage, hotel, and other	33.0	31.8	1.2	3.8 %	63.7	61.2	2.5	4.1 %
Total revenues	<u>\$ 298.1</u>	<u>\$ 293.3</u>	<u>\$ 4.8</u>	1.6 %	<u>\$ 589.3</u>	<u>\$ 588.6</u>	<u>\$ 0.7</u>	0.1 %
Adjusted EBITDAR	\$ 129.9	\$ 127.1	\$ 2.8	2.2 %	\$ 246.9	\$ 252.7	\$ (5.8)	(2.3)%
Adjusted EBITDAR margin	43.6 %	43.3 %		30 bps	41.9 %	42.9 %		-100 bps

The Midwest segment's revenues for the three months ended June 30, 2024 increased by \$4.8 million, compared to the prior year period, due to increased visitation at our Midwest segment properties.

The Midwest segment's revenues for the six months ended June 30, 2024 increased by \$0.7 million, compared to the prior year period, primarily due to an increase in hotel and food and beverage revenues in the current year period, partially offset by a decrease in gaming revenues during the first quarter of 2024 as severe weather events negatively impacted visitation.

For the three months ended June 30, 2024, the Midwest segment's Adjusted EBITDAR increased \$2.8 million and Adjusted EBITDAR margin increased to 43.6%, primarily due to the increase in revenues discussed above.

For the six months ended June 30, 2024, the Midwest segment's Adjusted EBITDAR decreased \$5.8 million and Adjusted EBITDAR margin decreased to 41.9%, primarily due to the decrease in gaming revenues discussed above, increased labor costs and an increase in general and administrative costs.



### Interactive Segment

<i>(dollars in millions)</i>	For the three months ended June 30,				For the six months ended June 30,			
			Change				Change	
	2024	2023	\$	%	2024	2023	\$	%
<b>Revenues</b>								
Gaming	\$ 118.5	\$ 83.3	\$ 35.2	42.3 %	\$ 174.5	\$ 166.2	\$ 8.3	5.0 %
Food, beverage, hotel, and other	114.1	174.2	(60.1)	(34.5)%	265.8	324.8	(59.0)	(18.2)%
Total revenues	<u>\$ 232.6</u>	<u>\$ 257.5</u>	<u>\$ (24.9)</u>	<u>(9.7)%</u>	<u>\$ 440.3</u>	<u>\$ 491.0</u>	<u>\$ (50.7)</u>	<u>(10.3)%</u>
Adjusted EBITDAR	\$ (102.8)	\$ (12.8)	\$ (90.0)	N/M	\$ (298.8)	\$ (18.5)	\$ (280.3)	N/M
Adjusted EBITDAR margin	(44.2)%	(5.0)%		N/M	(67.9)%	(3.8)%		N/M

N/M - Not meaningful

The Interactive segment's revenues for the three and six months ended June 30, 2024 decreased by \$24.9 million and \$50.7 million, respectively, compared to the corresponding prior year periods, primarily due to decreases in food, beverage, hotel, and other revenues, partially offset by increases in gaming revenues. Gaming revenues, particularly during the three months ended June 30, 2024, were positively impacted by top-of-funnel growth, improved risk and trading execution, refined promotional strategies, and favorable sports betting hold rates. The decreases in food, beverage, hotel, and other revenues, primarily relate to \$52.7 million and \$80.9 million of Barstool revenues subsequent to the Barstool Acquisition on February 17, 2023 being included in the three and six months ended June 30, 2023, respectively. Due to the August 2023 Barstool disposal, the current year periods do not include any Barstool operating results. Furthermore, food, beverage, hotel, and other revenues are inclusive of gaming tax amounts related to third-party online sports betting and/or iCasino partners for online sports betting and iCasino market access of \$82.1 million and \$88.5 million for the three months ended June 30, 2024 and 2023, respectively, and \$198.7 million and \$180.8 million for the six months ended June 30, 2024 and 2023, respectively.

For the three and six months ended June 30, 2024, the Interactive segment's Adjusted EBITDAR and Adjusted EBITDAR margin decreased primarily due to the decrease in food, beverage, hotel, and other revenues as discussed above as well as an increase in marketing expense due to the continued promotion of ESPN BET.

### Other

<i>(dollars in millions)</i>	For the three months ended June 30,				For the six months ended June 30,			
			Change				Change	
	2024	2023	\$	%	2024	2023	\$	%
<b>Revenues</b>								
Food, beverage, and other	\$ 5.9	\$ 6.2	\$ (0.3)	(4.8)%	\$ 11.9	\$ 12.0	\$ (0.1)	(0.8)%
Total revenues	<u>\$ 5.9</u>	<u>\$ 6.2</u>	<u>\$ (0.3)</u>	<u>(4.8)%</u>	<u>\$ 11.9</u>	<u>\$ 12.0</u>	<u>\$ (0.1)</u>	<u>(0.8)%</u>
Adjusted EBITDAR	\$ (26.8)	\$ (25.3)	\$ (1.5)	5.9 %	\$ (53.6)	\$ (52.6)	\$ (1.0)	1.9 %

Other consists of the Company's stand-alone racing operations, as well as corporate overhead costs, which primarily includes certain expenses such as payroll, professional fees, travel expenses, and other general and administrative expenses that do not directly relate to or have not otherwise been allocated. Revenues for the three and six months ended June 30, 2024 decreased slightly compared to the prior year periods, primarily due to fluctuations in racing revenues. Corporate overhead costs were \$24.5 million and \$24.8 million for the three months ended June 30, 2024 and 2023, respectively, as compared to \$49.4 million and \$51.1 million for the six months ended June 30, 2024 and 2023, respectively.

Changes in Adjusted EBITDAR for the three and six months ended June 30, 2024 primarily relate to higher labor costs, slightly offset by a decrease in general and administrative costs.

## ***Non-GAAP Financial Measures***

### ***Use and Definitions***

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

We define Adjusted EBITDA as earnings before interest expense, net; interest income; income taxes; depreciation and amortization; stock-based compensation; debt extinguishment charges; impairment losses; insurance recoveries, net of deductible charges; changes in the estimated fair value of our contingent purchase price obligations; gain or loss on disposal of assets; the difference between budget and actual expense for cash-settled stock-based awards; pre-opening expenses; loss on disposal of business; non-cash gains/losses associated with REIT transactions as described in [Note 8, "Leases"](#) to our unaudited Consolidated Financial Statements; non-cash gains/losses associated with partial and step acquisitions as measured in accordance with ASC Topic 805, "Business Combinations"; and other. Adjusted EBITDA is inclusive of income or loss from unconsolidated affiliates, with our share of non-operating items (such as interest expense, net; income taxes; depreciation and amortization; and stock-based compensation expense) added back for Barstool Sports, Inc. (prior to our acquisition of the remaining 64% of Barstool common stock on February 17, 2023) and our Kansas Entertainment, LLC joint venture. Adjusted EBITDA is inclusive of rent expense associated with our triple net operating leases with our REIT landlords. Although Adjusted EBITDA includes rent expense associated with our triple net operating leases, we believe Adjusted EBITDA is useful as a supplemental measure in evaluating the performance of our consolidated results of operations. We define Adjusted EBITDA margin as Adjusted EBITDA divided by consolidated revenues.

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

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

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

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

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

<i>(dollars in millions)</i>	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
<b>Net income (loss)</b>	\$ (27.1)	\$ 78.1	\$ (142.0)	\$ 592.5
Income tax (benefit) expense	(3.2)	34.7	(15.8)	202.6
Interest expense, net	119.4	115.6	238.5	228.6
Interest income	(5.8)	(9.9)	(12.9)	(20.3)
Income from unconsolidated affiliates	(7.8)	(7.2)	(15.0)	(9.8)
Gain on Barstool Acquisition, net	—	—	—	(83.4)
Gain on REIT transactions, net	—	—	—	(500.8)
Other	(1.0)	(5.8)	0.3	(4.8)
<b>Operating income</b>	<b>74.5</b>	<b>205.5</b>	<b>53.1</b>	<b>404.6</b>
Stock-based compensation <sup>(1)</sup>	14.2	19.7	26.1	36.2
Cash-settled stock-based award variance <sup>(1)(2)</sup>	(3.1)	(6.2)	(11.1)	(9.1)
Loss on disposal of assets <sup>(1)</sup>	9.1	—	8.9	—
Contingent purchase price <sup>(1)</sup>	—	0.2	—	0.5
Depreciation and amortization	109.1	110.6	217.8	218.1
Insurance recoveries, net of deductible charges <sup>(1)</sup>	(2.7)	(13.6)	(2.7)	(13.6)
Income from unconsolidated affiliates	7.8	7.2	15.0	9.8
Non-operating items of equity method investments <sup>(3)</sup>	1.0	0.9	2.1	5.4
Other expenses <sup>(1)(4)</sup>	2.2	6.1	4.3	10.7
<b>Adjusted EBITDA</b>	<b>212.1</b>	<b>330.4</b>	<b>313.5</b>	<b>662.6</b>
Rent expense associated with triple net operating leases <sup>(1)</sup>	154.9	146.4	309.7	292.4
<b>Adjusted EBITDAR</b>	<b>\$ 367.0</b>	<b>\$ 476.8</b>	<b>\$ 623.2</b>	<b>\$ 955.0</b>
<b>Net income (loss) margin</b>	<b>(1.6)%</b>	<b>4.7 %</b>	<b>(4.3)%</b>	<b>17.7 %</b>
<b>Adjusted EBITDA margin</b>	<b>12.8 %</b>	<b>19.7 %</b>	<b>9.6 %</b>	<b>19.8 %</b>
<b>Adjusted EBITDAR margin</b>	<b>22.1 %</b>	<b>28.5 %</b>	<b>19.1 %</b>	<b>28.5 %</b>

(1) These items are included in “General and administrative” within the Company’s unaudited 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) Consists principally of interest expense, net, income taxes, depreciation and amortization, and stock-based compensation expense associated with Barstool prior to us acquiring the remaining 64% of Barstool common stock (see [Note 5, “Acquisitions and Dispositions”](#) in the notes to our unaudited Consolidated Financial Statements), and our Kansas Entertainment joint venture.

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

**LIQUIDITY AND CAPITAL RESOURCES**

Our primary sources of liquidity and capital resources have been and are expected 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>	<b>For the six months ended June 30,</b>		<b>Change</b>	
	<b>2024</b>	<b>2023</b>	<b>\$</b>	<b>%</b>
Net cash provided by operating activities	\$ 81.7	\$ 323.7	\$ (242.0)	(74.8)%
Net cash used in investing activities	\$ (146.1)	\$ (462.9)	\$ 316.8	(68.4)%
Net cash used in financing activities	\$ (128.6)	\$ (214.1)	\$ 85.5	(39.9)%

**Operating Cash Flow**

Trends in our operating cash flows tend to follow trends in operating income, excluding non-cash charges, but can be affected by changes in working capital, the timing of significant interest payments, tax payments or refunds, and distributions from unconsolidated affiliates. Net cash provided by operating activities decreased by \$242.0 million for the six months ended June 30, 2024, primarily due to a decrease in earnings.

**Investing Cash Flow**

Cash used in investing activities for the six months ended June 30, 2024, of \$146.1 million, primarily relates to capital expenditures of \$129.6 million. For the six months ended June 30, 2023, cash used in investing activities of \$462.9 million was primarily related to consideration paid for the Barstool Acquisition, net of cash acquired, of \$314.6 million and capital expenditures of \$132.8 million.

*Capital Expenditures*

Capital expenditures are accounted for as either project capital (new facilities or expansions) or maintenance (replacement) which is inclusive of projects such as our retail sportsbooks, our cashless, cardless and contactless technology and hotel renovations. Cash provided by operating activities, as well as cash available under our Amended Revolving Credit Facility, was available to fund our capital expenditures for the six months ended June 30, 2024 and 2023, as applicable.

Capital expenditures for the six months ended June 30, 2024 and 2023, were \$129.6 million and \$132.8 million, respectively. For the year ending December 31, 2024, our anticipated capital expenditures, inclusive of insurance proceeds, are approximately \$225.0 million, which include capital expenditures of \$67.7 million, incurred for the six months ended June 30, 2024 and capital expenditures required under our Triple Net Leases, which require us to spend a specified percentage of total revenues. Additionally for the year ending December 31, 2024, we anticipate capital project expenditures of \$275.6 million in connection with the PENN Development Projects as a result of our Master Development Agreement with GLPI (as described in [Note 8, "Leases"](#) in the notes to our unaudited Consolidated Financial Statements), which include capital expenditures of \$61.9 million for the six months ended June 30, 2024. The Master Development Agreement provides that GLPI will fund up to \$225.0 million for the Aurora Project and, upon PENN's request, up to \$350.0 million in the aggregate for the Other Development Projects, in accordance with certain terms and conditions set forth in the Master Development Agreement.

**Financing Cash Flow**

For the six months ended June 30, 2024, net cash used in financing activities totaled \$128.6 million, primarily related to principal payments of \$45.0 million on our finance leases and financing obligations, \$17.5 million in payments on insurance financing, as well as \$18.8 million in principal payments on long-term debt.

For the six months ended June 30, 2023, net cash used in financing activities totaled \$214.1 million, primarily related to repurchases of our common stock of \$149.8 million, as well as \$42.7 million in principal payments on our finance leases and financing obligations and debt repayments of \$18.8 million.

As of June 30, 2024, we had \$2.8 billion in aggregate principal amount of indebtedness, including \$1.5 billion outstanding under our Amended Credit Facilities (as defined in [Note 7, “Long-term Debt”](#) in the notes to our unaudited Consolidated Financial Statements), \$400.0 million outstanding under our 5.625% Notes due 2027 (the “5.625% Notes”), \$400.0 million outstanding under our 4.125% Notes due 2029 (the “4.125% Notes”), \$330.5 million outstanding under our 2.75% Convertible Notes due 2026, and \$185.4 million outstanding in other long-term obligations. No amounts were drawn on our Amended Revolving Credit Facility (as defined in [Note 7, “Long-term Debt”](#) in the notes to our unaudited Consolidated Financial Statements). We have no debt maturing prior to 2026. As of June 30, 2024, we had conditional obligations under letters of credit issued pursuant to the Amended Credit Facilities with face amounts aggregating to \$20.9 million resulting in \$979.1 million available borrowing capacity under our Amended Revolving Credit Facility.

#### *Covenants*

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

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

As of June 30, 2024, 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 Quarterly Report on Form 10-Q with the SEC.

See [Note 7, “Long-term Debt”](#) in the notes to our unaudited Consolidated Financial Statements for additional information of the Company’s debt and other long-term obligations.

#### *Share Repurchase Authorization*

On December 6, 2022, the Board of Directors approved a share repurchase authorization for \$750.0 million (the “December 2022 Authorization”). The December 2022 Authorization expires on December 31, 2025.

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

No shares of the Company’s common stock were repurchased during the six months ended June 30, 2024. During the six months ended June 30, 2023, the Company repurchased 5,438,221 shares of its common stock in open market transactions for \$149.8 million, at an average price of \$27.54 per share under the February 2022 and December 2022 Authorizations.

The cost of all repurchased shares is recorded as “Treasury stock” within our unaudited Consolidated Balance Sheets.

No shares of the Company's common stock were repurchased subsequent to the quarter ended June 30, 2024. As of August 7, 2024, the remaining availability under our December 2022 Authorization was \$749.5 million.

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

#### ***ESPN Bet Sportsbook Agreement***

On August 8, 2023, PENN entered into the Sportsbook Agreement with ESPN which provides for a long-term strategic relationship between PENN and ESPN relating to online sports betting in the United States. In November 2023, the existing Barstool Sportsbook was rebranded and launched across all online platforms in the United States as ESPN BET, and our online product includes a Hollywood Casino-branded integrated iCasino offering within the sportsbook app where permitted. The Sportsbook Agreement has an initial 10-year term and may be extended for an additional ten years upon mutual agreement of PENN and ESPN. In consideration for the media marketing services and brand and other rights provided by ESPN, PENN will pay \$150.0 million per year in cash pursuant to the Sportsbook Agreement for the initial 10-year term and issue warrants pursuant to the Investment Agreement (see [Note 11, "Commitments and Contingencies"](#) in the notes to our unaudited Consolidated Financial Statements for additional information).

#### ***Triple Net Leases***

The majority of the real estate assets (i.e., land and buildings) used in our operations are subject to triple net master leases; the most significant of which are the AR PENN Master Lease, 2023 Master Lease, and Pinnacle Master Lease (as such terms are defined in [Note 8, "Leases"](#) in the notes to our unaudited Consolidated Financial Statements, and collectively referred to as the "Master Leases"), with GLPI. We refer to the Master Leases, the Margaritaville Lease, the Greektown Lease, and the Morgantown Lease, collectively, as our "Triple Net Leases". The Company's Triple Net Leases are accounted for as either operating leases, finance leases, or financing obligations.

On February 21, 2023, as described in [Note 8, "Leases"](#) in the notes to our unaudited Consolidated Financial Statements, the Company and GLPI entered into the AR PENN Master Lease, effective January 1, 2023, to (i) remove the land and buildings for Aurora, Joliet, Columbus, Toledo and the M Resort, and (ii) make associated adjustments to the rent after which the initial rent in the AR PENN Master Lease was reset to \$284.1 million, consisting of \$208.2 million of building base rent, \$43.0 million of land base rent and \$32.9 million of percentage rent (as such terms are defined in the AR PENN Master Lease). The AR PENN Master Lease remains subject to annual rent escalators and a percentage rent reset every five years.

Concurrent with the execution of the AR PENN Master Lease, the Company and GLPI entered into the 2023 Master Lease, effective January 1, 2023, specific to the properties associated with Aurora, Joliet, Columbus, Toledo, M Resort, Meadows, and Perryville and the Master Development Agreement. The 2023 Master Lease terminated the individual triple net leases associated with Meadows and Perryville. The 2023 Master Lease incurs a 1.5% fixed escalator on November 1 of each year, and is also subject to a one-time increase of \$1.4 million effective November 1, 2027. The 2023 Master Lease and AR PENN Master Lease are cross-defaulted, cross-collateralized, coterminous, and subject to a parent guarantee.

The 2023 Master Lease includes the 2023 Master Lease Base Rent equal to \$232.2 million and the Master Development Agreement contains additional rent (together with the 2023 Master Lease Base Rent, the "2023 Master Lease Rent") equal to (i) 7.75% of any project funding received by PENN from GLPI for the Aurora Project and (ii) a percentage, based on the then-current GLPI stock price, of any project funding received by PENN from GLPI for the Other Development Projects. The Master Development Agreement provides that GLPI will fund up to \$225 million for the Aurora Project and, upon PENN's request, up to \$350 million in the aggregate for the Other Development Projects, in accordance with certain terms and conditions set forth in the Master Development Agreement. These funding obligations of GLPI expire on January 1, 2026. The PENN Development Projects have all commenced and are anticipated to open by the first half of 2026.

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. Additionally, our Triple Net Leases are subject to annual escalators and periodic percentage rent resets, as applicable. See [Note 8, "Leases"](#) in the notes to our unaudited Consolidated Financial Statements for further discussion and disclosure related to the Company's leases.

*Payments to our REIT Landlords under Triple Net Leases*

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

<i>(in millions)</i>	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
AR PENN Master Lease	\$ 70.9	\$ 70.9	\$ 141.9	\$ 142.0
2023 Master Lease	58.9	58.1	117.8	116.1
Pinnacle Master Lease	86.7	84.8	171.9	168.9
Margaritaville Lease	6.7	6.6	13.4	13.0
Greektown Lease	13.2	13.0	26.4	25.8
Morgantown Lease	0.8	0.8	1.6	1.6
Total	\$ 237.2	\$ 234.2	\$ 473.0	\$ 467.4

**Outlook**

Based on our current level of operations, we believe that cash generated from operations and cash on hand, together with amounts available under our Amended Credit Facilities, will be adequate to meet our anticipated obligations under our Triple Net Leases, debt service requirements, capital expenditures and working capital needs for the foreseeable future. However, our ability to generate sufficient cash flow from operations will depend on a range of economic, competitive, and business factors, many of which are outside our control. We cannot be certain: (i) of the impact of global supply chain disruptions, price inflation, rising interest rates on the U.S. economy, slowing economic growth, and geopolitical uncertainty; (ii) that our anticipated earnings projections will be realized; (iii) that we will achieve the expected synergies from our acquisitions; (iv) that we will achieve the anticipated financial returns from our strategic initiatives, including, but not limited to, our Sportsbook Agreement with ESPN and the PENN Development Projects; (v) and that future borrowings will be available under our Amended Credit Facilities or otherwise will be available in the credit markets to enable us to service our indebtedness or to make anticipated capital expenditures. We caution that the performance and trends seen across our portfolio may not continue. In addition, while we anticipated that a significant amount of our future growth would come through the pursuit of opportunities within other distribution channels, such as media, retail and online sports betting, iCasino, and social gaming; from acquisitions of gaming properties at reasonable valuations; greenfield projects; development projects; and jurisdictional expansions and property expansion in under-penetrated markets; there can be no assurance that this will be the case. If we consummate significant acquisitions in the future or undertake any significant property expansions, our cash requirements may increase significantly and we may need to make additional borrowings or complete equity or debt financings to meet these requirements. See Part I, Item 1A. “Risk Factors” of the Company’s Form 10-K for the year ended December 31, 2023 for a discussion of additional risks related to the Company’s 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 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.

**CRITICAL ACCOUNTING ESTIMATES**

A complete discussion of our critical accounting estimates is included in our Form 10-K for the year ended December 31, 2023. There have been no significant changes in our critical accounting estimates during the six months ended June 30, 2024.

**RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS**

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

## IMPORTANT FACTORS REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These statements can be identified by the use of forward-looking terminology such as “expects,” “believes,” “estimates,” “projects,” “intends,” “plans,” “goal,” “seeks,” “may,” “will,” “should,” or “anticipates” or the negative or other variations of these or similar words, or by discussions of future events, strategies or risks and uncertainties. Specifically, forward-looking statements include, but are not limited to, statements regarding: the Company’s expectations of future results of operations and financial condition; the assumptions provided regarding the guidance, including the scale and timing of the Company’s product and technology investments; the Company’s expectations regarding results and customer growth and the impact of competition in retail/mobile/online sportsbooks, iCasino, social gaming, and retail operations; the Company’s development and launch of its Interactive segment’s products in new jurisdictions and enhancements to existing Interactive segment products, including the content for the ESPN BET and theScore BET and the further development of ESPN BET and theScore BET on our proprietary player account management system and risk and trading platforms; the benefits of the Sportsbook Agreement between the Company and ESPN; the Company’s expectations regarding its Sportsbook Agreement with ESPN and the future success of ESPN BET; the Company’s expectations with respect to the integration and synergies related to the Company’s integration of theScore and the continued growth and monetization of the Company’s media business; the Company’s expectations that its portfolio of assets provides a benefit of geographically-diversified cash flows from operations; the Company’s plan to expand 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, including the PENN Development Projects; improvements, expansions, or relocations of our existing properties; entrance into new jurisdictions; expansion of gaming in existing jurisdictions; strategic investments and acquisitions; cross-sell opportunities between our retail gaming, online sports betting, and iCasino businesses; our ability to obtain financing for our development projects on attractive terms; the timing, cost and expected impact of planned capital expenditures on the Company’s results of operations; our expectation that the Company will remain in compliance with all of its required financial covenants for at least the next twelve months following the date of filing this Quarterly Report on Form 10-Q with the SEC; our expectation that, based on our current level of operations, cash generated from operations and cash on hand, together with amounts available under our Amended Credit Facilities, will be adequate to meet our anticipated obligations under our Triple Net Leases, debt service requirements, capital expenditures and working capital needs for the foreseeable future; the actions of regulatory, legislative, executive, or judicial decisions at the federal, state, provincial, or local level with regard to our business and the impact of any such actions; the anticipated impact of accounting pronouncements; settlement costs relating to Barstool SPA indemnification obligations.

Such statements are all subject to risks, uncertainties and changes in circumstances that could significantly affect the Company’s future financial results and business. Accordingly, the Company cautions that the forward-looking statements contained herein are qualified by important factors that could cause actual results to differ materially from those reflected by such statements. Such factors include: the effects of economic and market conditions in the markets in which the Company operates or otherwise, including the impact of global supply chain disruptions, price inflation, rising interest rates, slowing economic growth, and geopolitical uncertainty; competition with other entertainment, sports content, and gaming experiences; the timing, cost and expected impact of product and technology investments; risks relating to operations, permits, licenses, financings, approvals and other contingencies in connection with growth in new or existing jurisdictions; the Company may not be able to achieve the anticipated financial returns from the Sportsbook Agreement with ESPN, including due to fees, costs, taxes or circumstances beyond the Company’s or ESPN’s control; the Company may not achieve expected synergies from acquisitions; future borrowings may not be available under our Amended Credit Facilities and capital may not be otherwise available to enable us to service our indebtedness, make anticipated capital expenditures or pay off or refinance our indebtedness prior to maturity; the impact of indemnification obligations under the Barstool SPA; the occurrence of any event, change or other circumstances that could give rise to the right of one or both of the Company and ESPN to terminate the Sportsbook Agreement between the companies; the ability of the Company and ESPN to agree to extend the initial 10-year term of the Sportsbook Agreement on mutually satisfactory terms, if at all, and the costs and obligations of such terms if agreed; the outcome of any legal proceedings that may be instituted against the Company, ESPN or their respective directors, officers or employees; the ability of the Company or ESPN to retain and hire key personnel; the impact of new or changes in current laws, regulations, rules or other industry standards; and additional risks and uncertainties described in the Company’s Annual Report on Form 10-K for the year ended December 31, 2023, subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, each as filed with the U.S. Securities and Exchange Commission. The Company does not intend to update publicly any forward-looking statements except as required by law. Considering these risks, uncertainties and assumptions, the forward-looking events discussed in this Quarterly Report on Form 10-Q may not occur.



### ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

We are exposed to market risk from adverse changes in interest rates with respect to the short-term floating interest rates on borrowings under our Amended Credit Facilities. As of June 30, 2024, the Company's Amended Credit Facilities had a gross outstanding balance of \$1.5 billion, consisting of a \$495.0 million Amended Term Loan A Facility and a \$980.0 million Amended Term Loan B Facility. As of June 30, 2024, we have \$979.1 million of available borrowing capacity under our Amended Revolving Credit Facility.

The table below provides information as of June 30, 2024 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>	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 6/30/29	Thereafter	Total	Fair Value
Fixed rate \$	—	—	\$ 400.0	\$ —	\$ —	\$ —	\$ 400.0	\$ 387.0
Average interest rate			5.625 %					
Fixed rate \$	—	—	—	—	—	\$ 400.0	\$ 400.0	\$ 344.0
Average interest rate						4.125 %		
Fixed rate \$	—	\$ 330.5	—	—	—	—	\$ 330.5	\$ 362.7
Average interest rate		2.750 %						
Variable rate \$	\$ 37.5	\$ 37.5	\$ 450.0	\$ 10.0	\$ 940.0	\$ —	\$ 1,475.0	\$ 1,468.8
Average interest rate <sup>(1)</sup>	6.194 %	6.205 %	6.119 %	6.525 %	6.540 %	— %		

(1) Estimated rate, reflective of forward SOFR as of June 30, 2024 plus the spread over SOFR applicable to variable-rate borrowing.

#### *Foreign Currency Exchange Rate Risk*

We are exposed to currency translation risk because the results of our international entities are reported in local currency, which we then translate to U.S. dollars for inclusion in our unaudited 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 unaudited Consolidated Financial Statements. We do not currently enter into hedging arrangements to minimize the impact of foreign currency fluctuations on our operations. For the three and six months ended June 30, 2024, we incurred unrealized foreign currency translation adjustment losses of \$19.5 million and \$55.5 million, respectively, and unrealized foreign currency translation adjustment gains of \$36.4 million and \$44.6 million for the three and six months ended June 30, 2023, respectively, as reported in "Foreign currency translation adjustment during the period" within our unaudited Consolidated Statements of Comprehensive Income (Loss).

### ITEM 4. CONTROLS AND PROCEDURES

The Company's management, under the supervision and with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), as of June 30, 2024. 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 June 30, 2024 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.

During the quarter ended June 30, 2024, there were no changes in our internal control over financial reporting that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **PART II. OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

We are a party to a number of other pending legal proceedings. Management does not expect that the outcome of such proceedings, either individually or in the aggregate, will have a material effect on our financial position, results of operations or cash flows.

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

We refer you to our 2023 Annual Report on Form 10-K for a discussion of the risk factors that affect our business and financial results. There have been no material changes to those risk factors.

### **ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

On December 6, 2022, our Board of Directors authorized a repurchase of up to \$750.0 million of our common stock from time to time on the open market or in privately negotiated transactions, which expires on December 31, 2025 (the “December 2022 Authorization”). Stock repurchases, if any, will be funded using our available liquidity. The timing and amount of stock repurchases are dependent on a variety of factors, including but not limited to, market conditions and corporate and regulatory considerations.

We did not repurchase any shares of our common stock during the three and six months ended June 30, 2024. As of June 30, 2024, the remaining availability under our December 2022 Authorization was \$749.5 million.

### **ITEM 5. OTHER INFORMATION**

#### **Rule 10b5-1 Trading Plans**

During the three months ended June 30, 2024, none of the Company’s directors or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of the Company’s securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any “non-Rule 10b5-1 trading arrangement.”

**ITEM 6. EXHIBITS**

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
10.1*†	<a href="#">Form of Performance Unit Award Agreement (Stock-Settled) for the PENN Entertainment, Inc. 2022 Long Term Incentive Compensation Plan, as amended.</a>
10.2*†	<a href="#">Form of Non-Qualified Stock Option Certificate for the PENN Entertainment, Inc. 2022 Long Term Incentive Compensation Plan, as amended.</a>
31.1*	<a href="#">CEO Certification pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
31.2*	<a href="#">CFO Certification pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
32.1**	<a href="#">CEO Certification pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of The Sarbanes-Oxley Act of 2002.</a>
32.2**	<a href="#">CFO Certification pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of The Sarbanes-Oxley Act of 2002.</a>
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Inline XBRL File (included in Exhibit 101)
*	Filed herewith.
**	Furnished herewith.
†	Management contract or compensatory plan or arrangement.

**SIGNATURES**

Pursuant to the requirements 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: August 8, 2024

PENN Entertainment, Inc.

By:

/s/ Felicia R. Hendrix

Felicia R. Hendrix

*Executive Vice President and Chief Financial Officer  
(Principal Accounting Officer)*

**PENN ENTERTAINMENT, INC.**  
**PERFORMANCE UNIT AWARD AGREEMENT**  
**(Stock-Settled)**

PENN Entertainment, Inc. (the "Company") has granted to you an Award of Performance Units ("Award") pursuant to the PENN Entertainment, Inc. 2022 Long Term Incentive Compensation Plan, as amended, as follows:

Grantee: \_\_\_\_\_  
Date of Grant: \_\_\_\_\_, 20\_\_  
Award Target/Total Number of  
Performance Units: \_\_\_\_\_  
Award Period 20\_\_ through 20\_\_  
Vesting Schedule \_\_\_\_\_

The Award is subject to vesting and forfeiture conditions as determined by the Compensation Committee or its delegate from time to time as set forth herein.

This Award is subject to the terms and conditions of the PENN Entertainment, Inc. 2022 Long Term Incentive Compensation Plan, as amended from time to time (the "Plan"), which has been made available to you, and any rules, and regulations established by the Compensation Committee of the Board of Directors of the Company (the "Committee") or its delegate. Words used herein with initial capitalized letters that are not defined in this Award are defined in the Plan.

The terms provided herein are applicable to this Award. Different terms may apply to prior or future awards (if any) under the Plan (or a predecessor plan). To the extent that there is a conflict between the terms of this Award and the Plan, the terms of the Plan shall govern.

**I. ACCEPTANCE OF AWARD**

This Award constitutes an agreement between you and the Company. You have reviewed all of the provisions of the Plan and this Award. By electronically accepting this Award according to the instructions provided by the Company's designated broker, you agree that this electronic contract contains your electronic signature, which you have executed with the intent to sign this Award, and that this Award is granted under and governed by the terms and conditions of the Plan and this Award. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee or its delegate on questions relating to the Plan and this Award.

**II. PERFORMANCE TERMS**

A. Award Period

The Award Period with respect to this Award begins on January 1 of the year containing the Date of Grant, and consists of one (1) three-year (3-year) period (the calendar year containing the Date of Grant and the two immediately following calendar years). The Award Period concludes on the date following the end of the three-year period on which the Committee makes its determination with respect to the vesting of the Award (or, if earlier, on the date on which the Committee makes a determination following a Change in Control in accordance with the Plan).

B. Determination of Performance Units Earned

Following the end of the three-year performance period, the Committee will determine whether, and to what extent, the Performance Goals are achieved for the Award Period. The Performance Goals for the Award Period are measured according to the terms of the Plan.

C. Performance Goals

The Performance Goals will be communicated to you by the Company in a subsequent notice.

### III. GRANT OF STOCK-SETTLED PERFORMANCE UNITS

Effective as of the Date of Grant identified above, the Company has granted to you an Award of Performance Units. Each Performance Unit represents the right to receive one share of the Company's Common Stock upon the achievement of the Performance Goals, and subject to the vesting and forfeiture conditions described below.

### IV. VESTING AND FORFEITURE

This Award, and any shares of Restricted Stock issued pursuant to this Award, are subject to forfeiture until the expiration of the Award Period, as set forth above. If your service as an Employee, Consultant, or Director of the Company or a Subsidiary, as applicable, terminates for any reason (except as otherwise provided for in the Plan or below), then all of the Performance Units (and any shares of Restricted Stock issued in connection with a prior conversion of Performance Units) that remain subject to forfeiture restrictions at such time shall be forfeited. You will receive no payment or shares of Common Stock for Performance Units or shares of Restricted Stock that are forfeited.

All unearned Performance Units subject to this Award shall be forfeited. Except as set forth below, there are no additional events or occurrences that shall lead to lapse of any forfeiture restrictions on this Award.

#### A. Death or Disability

If your employment or service as an Employee, Consultant or Director of the Company or a Subsidiary, as applicable, terminates before the end of the Award Period due to your death or Disability, you (or your estate in the event of your death) shall receive shares of Common Stock free of restrictions, based on the Performance Units being achieved at Target Performance, with issuance occurring promptly after your death or Disability, subject to satisfaction of the minimum one-year vesting requirement under Section 4.3.3 of the Plan.

For purposes of this Award, "Disability" means a physical or mental impairment sufficient to make the Grantee who is an Employee eligible for benefits under the Company's or Subsidiary's long-term disability plan in which the Grantee is a participant. A Grantee who is a Director or Consultant shall be treated as having a Disability if a physical or mental impairment would have made the Director or Consultant eligible for benefits under the Company's or Subsidiary's long-term disability plan had the Director or Consultant been an Employee.

#### B. Change of Control

If your employment or service as an Employee, Consultant or Director of the Company or a Subsidiary, as applicable, is terminated by the Company without Cause or by you for Good Reason in the two (2) years following a Change of Control and before the end of the Award Period, the provisions of Article XIII of the Plan shall apply.

#### C. Retirement

If your employment or service as an Employee, Consultant, or Director of the Company or a Subsidiary, as applicable, terminates as the result of your Retirement after the end of the three-year performance period, you shall receive shares of Common Stock based on the earned Performance Units, free of restrictions, as soon as practicable (and, in all events, within sixty (60) days) after the last day of the completed Award Period. In addition, when your Retirement occurs during the three-year performance period, you will remain eligible to earn a pro-rata portion of the Performance Units for the performance period based on when your Retirement occurs. The Performance Units for the uncompleted portion of the three-year performance period shall be forfeited as of the date of your Retirement. The Performance Units for the completed portion of the three-year performance period shall continue in full force and effect until the end of the Award Period and until the Committee makes the determination with respect to the achievement of the Performance Goal(s) for all Grantees, at which point shares of Common Stock will be issued promptly (and, in all events, within sixty (60) days) from the date the Committee makes its determination.

For purposes of this Award, "Retirement" means a separation from service by the Grantee (i) on or after the attainment of age 55 with at least ten (10) years of service with the Company, or (ii) on or after the attainment of age 65.

## **V. LEAVES OF ABSENCE**

For purposes of this Award, your employment or service as an Employee, Consultant, or Director, as applicable, does not terminate when you go on a leave of absence recognized under the Plan. Your service will terminate when the leave of absence ends, however, unless you immediately return to active service in the applicable capacity.

## **VI. PAYMENT FOR SHARES**

There is no exercise price or other payment required from you in exchange for this Award.

## **VII. CONVERSION OF PERFORMANCE UNITS AND ISSUANCE OF SHARES**

This Award shall be settled by the Company by the issuance of shares of Common Stock underlying the Award as soon as reasonably practicable following the Committee's determination of the Performance Level of achievement for the Performance Goals.

To the extent that the forfeiture restrictions on the shares of Restricted Stock lapse at (or prior to) the end of the Award Period, such shares shall, thereafter, be fully transferable by you, subject to compliance with Section IX of this Award and the terms of the Plan.

## **VIII. SHAREHOLDER RIGHTS**

You are not and do not have the rights of a shareholder of the Company with respect to any shares of Common Stock underlying this Award unless and until shares of Common Stock underlying the Award have been issued and delivered to you. If Restricted Stock issued pursuant to the Award vests, you will receive any dividends paid with respect to the Restricted Stock during the Restricted Period. For clarity, you will not receive any dividends on shares of Restricted Stock that do not vest and any dividends relating to shares of Restricted Stock that vest will be retained by the Company and will only be paid if and when the Restricted Stock vests. Shares of Restricted Stock issued pursuant to the Award will be released to you in the form of a stock certificate or uncertificated shares.

## **IX. RESTRICTIONS ON RESALE**

You may not sell any shares of Common Stock free from the forfeiture restrictions of this Award at a time when applicable laws or Company policies would prohibit a sale. This restriction will apply as long as you are an Employee, Consultant, or Director, as applicable.

## **X. TRANSFER OF PERFORMANCE UNITS AND RESTRICTED STOCK**

The Performance Units subject to this Award, and, prior to vesting, any shares of Restricted Stock issued in connection with this Award, may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or otherwise encumbered except in accordance with Section 12.8 of the Plan. Any attempt at such disposition shall be void.

## **XI. WITHHOLDING TAXES**

No shares of Common Stock will vest or be released or issued to you unless you have made arrangements, acceptable to the Company, to pay any withholding taxes that may be due. Unless determined otherwise by the Committee, applicable tax withholding obligations not satisfied by you in cash shall be satisfied by having the Company withhold from the number of shares of Common Stock otherwise issuable or deliverable pursuant to the settlement of the Award a number of such shares with a Fair Market Value equal to such withholding obligation (or, with respect to shares of Restricted Stock issued pursuant to the Award that vest, by returning to the Company from the shares of Common Stock that would otherwise vest a number of such shares with a Fair Market Value equal to such withholding obligation); provided, that in no event shall the number of shares so withheld or returned have a Fair Market Value that exceeds the maximum statutory tax rates of your applicable jurisdiction (or such other rate as would not trigger a negative accounting impact). The Fair Market Value of the shares of Common Stock retained by the Company or surrendered by you shall be determined in accordance with the Plan as of the date the tax obligation arises.

## **XII. ADJUSTMENTS**

As described more fully in Section 11.2 of the Plan, in the event of a stock split, a stock dividend and certain other events or transactions affecting the Common Stock, the number of Performance Units underlying this Award and the number of shares of Restricted Stock issued pursuant to this Award, if any, may be adjusted.

### **XIII. ELECTRONIC DELIVERY AND DISCLOSURE**

The Company may deliver or disclose, as applicable, any documents related to this Award, future awards that may be granted under the Plan, the prospectus related to the Plan, the Company's annual reports or proxy statements by electronic means or to request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents delivered electronically or to retrieve such documents furnished electronically, as applicable, and agree to participate in the Plan through any online or electronic system established and maintained by the Company or a third party designated by the Company.

### **XIV. NO RIGHT TO CONTINUED SERVICE**

This Award does not give you the right to continue in employment or service with the Company or Subsidiary in any capacity. The Company or Subsidiary reserves the right to terminate your employment or service at any time, with or without cause, subject to any employment agreement or other contract.

### **XV. APPLICABLE LAW AND VENUE**

This Award will be interpreted and enforced under the laws of the Commonwealth of Pennsylvania, without regard to its choice of law provisions. For purposes of any action, lawsuit or other proceedings brought to enforce this Award, relating to it, or arising from it, the parties hereby submit to the sole and exclusive jurisdiction of the Commonwealth of Pennsylvania, United States of America, and agree that such litigation will be conducted in the courts of Berks County, or the federal courts for the United States for the Eastern District of Pennsylvania, where this grant is made and/or to be performed.

### **XVI. JURISDICTION-SPECIFIC PROVISIONS**

This Award shall be subject to any terms and conditions for your jurisdiction set forth in the Addendum attached hereto. Moreover, if you relocate to any of the jurisdictions included in the Addendum, the terms and conditions for such jurisdiction will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum constitutes part of the Performance Unit Award Agreement.

### **XVII. CODE SECTION 409A COMPLIANCE**

To the extent the Committee determines that this Award is subject to Section 409A of the Code and fails to comply with the requirements of such Section, the Committee reserves the right to amend, terminate or replace this Award in order to cause the Award to either not be subject to Section 409A of the Code or comply with the applicable provisions.

### **XVIII. ENTIRE AGREEMENT/AMENDMENT**

The text of the Plan is incorporated in this Award by reference.

This Award and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Award are superseded. This Award may be amended in a way that is adverse to you or your beneficiaries only by another written agreement, signed by both parties, otherwise, the rights of the Board or Grantor as set forth in the Plan control as to any modification, alteration or amendment of this Award.

PENN ENTERTAINMENT, INC.

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## **ADDENDUM - JURISDICTION-SPECIFIC PROVISIONS**

**PENN ENTERTAINMENT, INC.**

### **PERFORMANCE UNIT AWARD AGREEMENT**

(Stock Settled)

Words used herein with initial capitalized letters that are not defined in this Addendum or the main body of the Award are defined in the Plan.

#### ***Terms and Conditions***

This Addendum contains additional or different terms and conditions that are applicable to this Award if you reside and/or work in any of the jurisdictions listed below. If you are a citizen or a resident (or are considered as such for local law purposes) of a jurisdiction other than the jurisdiction in which you are currently residing or working, or if you relocate to another jurisdiction after the Date of Grant, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to you.

#### ***Notifications***

This Addendum may also include information regarding securities laws, exchange controls and certain other issues of which you should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other laws in effect in the respective jurisdictions as of July 2023. Such laws are often complex and change frequently. As a result, you should not rely on the information contained herein as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time your Award is granted or vests.

In addition, the information contained herein is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of a particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your particular situation.

Finally, if you are a citizen or resident (or are considered as such for local law purposes) of a jurisdiction other than the jurisdiction in which you are currently residing and/or working, or if you relocate to another jurisdiction after the Date of Grant, the notifications contained herein may not be applicable to you in the same manner.

## **UNITED STATES - CALIFORNIA**

### **DATA PRIVACY INFORMATION AND CONSENT**

A. ***Data Collection and Usage. The Company and the Service Recipient may collect, process, use and disclose certain personal information about you, including, but not limited to, your name, home address, email address, telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the***

*Company, details of all awards or any other entitlement to the value of shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding in your favor (“Data”), for the purposes of implementing, administering and managing the Plan. The Company, with its registered address at 825 Berkshire Boulevard, Wyomissing, Pennsylvania, United States, 19610, acts as the data controller in respect of such Data. The legal basis, where required, for the processing of Data is for the business purpose of implementing, administering and managing the Plan, to comply with applicable laws and regulatory obligations, and any other purposes disclosed to you at the time of collection with your consent.*

*B. Stock Plan Administration Service Providers. The Company may transfer Data to its service providers which are assisting the Company with the implementation, administration and management of the Plan. The Company may select different or additional service providers and share Data with such other provider serving in a similar manner. The Company will notify you of any such additional or different service providers prior to their commencement of services to the Company. You may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition to the ability to participate in the Plan.*

*C. International Data Transfers. The Company and some of its service providers are based in countries other than the country where you reside, including the United States. The Company’s legal basis, where required, for the transfer of Data is for the business purpose of implementing, administering and managing the Plan, to comply with applicable laws and regulatory obligations, and any other purposes disclosed to you at the time of collection with your consent.*

*D. Data Retention. The Company will hold and use the Data only as long as is necessary to implement, administer and manage your participation in the Plan, or as required to comply with applicable legal or regulatory obligations, including under tax, exchange control, securities and labor laws. This may mean that Data is retained until after your employment or service with the Company or the Service Recipient ends, plus any additional time periods necessary for compliance with law, exercise or defense of legal rights, archiving, back-up and deletion purposes.*

*E. Voluntariness and Consequences of Consent Denial or Withdrawal. Participation in the Plan is voluntary and you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your compensation from or service with the Company or Service Recipient will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant this Award or other equity awards to you or administer or maintain such awards.*

*F. Data Subject Rights. You may have a number of rights under data privacy laws in your jurisdiction(s). Depending on where you are based, such rights may include the right to (i) request access or copies of Data the Company processes, (ii) rectify incorrect Data, (iii) delete Data, (iv) restrict processing of Data, (v) transport Data, (vi) lodge complaints with competent authorities in your jurisdiction(s), and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding these rights or to exercise these rights, you should contact the Company’s Privacy Compliance Officer at [privacy@pennentertainment.com](mailto:privacy@pennentertainment.com).*

*By electronically accepting this Award and indicating consent according to the instructions provided by the Company's designated broker, you are declaring that you agree with the data processing practices described herein and consent to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned above, including recipients located in countries or jurisdictions which do not have an adequate level of protection from a data protection law perspective, for the purposes described above.*

**PENN ENTERTAINMENT, INC.**

**NON-QUALIFIED STOCK OPTION AWARD AGREEMENT**

PENN Entertainment, Inc. (the “Company”) has granted to you a Non-Qualified Stock Option Award (“Award”) pursuant to the PENN Entertainment, Inc. 2022 Long Term Incentive Compensation Plan, as amended, as follows:

Grantee:	/\$ParticipantName\$/
Date of Grant:	/\$GrantDate\$/
Total Number of Options:	/\$AwardsGranted\$/
Option Price:	/\$GrantPrice\$/
Vesting Schedule - Vesting Dates and Number of Options Vesting:	/\$VestingSchedule\$/ The Award is subject to vesting and forfeiture conditions as determined by the Compensation Committee or its delegate from time to time as set forth herein.
Expiration Date:	/\$ExpirationDate\$/

This Award is subject to the terms and conditions of the PENN Entertainment, Inc. 2022 Long Term Incentive Compensation Plan, as amended from time to time (the “Plan”), which has been made available to you, and any rules, and regulations established by the Compensation Committee of the Board of Directors of the Company (the “Committee”) or its delegate. Words used herein with initial capitalized letters that are not defined in this Non-Qualified Stock Option Award Agreement (“Award Agreement”) are defined in the Plan.

The terms provided herein are applicable to this Award. Different terms may apply to any prior or future awards under the Plan (or a predecessor plan). To the extent that there is a conflict between the terms of this Award Agreement and the Plan, the terms of the Plan shall govern.

**I. ACCEPTANCE OF AWARD**

This Award constitutes an agreement between you and the Company. You have reviewed all of the provisions of the Plan and this Award Agreement. By electronically accepting this Award according to the instructions provided by the Company’s designated broker, you agree that this electronic contract contains your electronic signature, which you have executed with the intent to sign this Award, and that this Award is granted under and governed by the terms and conditions of the Plan, this Award Agreement, and the applicable provisions (if any) contained in a written employment agreement between the Company or a Subsidiary and you. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee or its delegate on questions relating to the Plan, this Award Agreement, and, solely in so far as they relate to this Award, the applicable provisions (if any) contained in a written employment agreement between the Company or a Subsidiary and you.

**II. OPTION PERIOD**

You may exercise the Options underlying your Award during the Option Period, which begins on the applicable Vesting Date and ends on the Expiration Date as set forth above. The Expiration Date is ten (10) years from the Date of Grant. However, the Option Period may end sooner if your employment is terminated under certain circumstances.

**III. VESTING AND FORFEITURE**

The Options underlying your Award shall vest on the dates and with respect to the number of shares of Common Stock set forth above. The Options will also vest in their entirety as of the occurrence of any of the following events.

A. Death or Disability

If your employment or service as an Employee, Consultant or Director of the Company or a Subsidiary, as applicable, terminates due to your death or Disability before the Options have become fully vested in accordance with the Vesting Schedule, the forfeiture restrictions on this Award shall lapse and all unvested Options shall vest.

For purposes of this Award, "Disability" means a physical or mental impairment sufficient to make the Grantee who is an Employee eligible for benefits under the Company's or Subsidiary's long-term disability plan in which the Grantee is a participant. A Grantee who is a Director or Consultant shall be treated as having a Disability if a physical or mental impairment would have made the Director or Consultant eligible for benefits under the Company's or Subsidiary's long-term disability plan had the Director or Consultant been an Employee.

**B. Change of Control**

If your employment or service as an Employee, Consultant or Director of the Company or a Subsidiary, as applicable, is terminated by the Company without Cause or by you for Good Reason within two (2) years following a Change of Control (or on the date of the Change of Control), the forfeiture restrictions on this Award shall lapse, all unvested Options shall vest, and the provisions of Article XIII of the Plan shall apply.

**IV. FORFEITURE**

If your employment or service as an Employee, Consultant, or Director of the Company or a Subsidiary, as applicable, terminates for any reason (except as otherwise provided for in the Plan or in Section III of this Award Agreement), then all of the Options that are unvested at such time shall be forfeited. You will receive no payment or shares of Common Stock for Options that are forfeited. Options that are vested as of the termination will be cancelled and forfeited as follows.

A. As a result of your resignation (other than for Retirement), vested Options will be cancelled and forfeited at the end of the 30th day after such resignation, or, if earlier, the Expiration Date;

B. As a result of termination for Cause by the Company or a Subsidiary, all of the Options, whether or not then vested and exercisable, will be cancelled and forfeited as of such termination;

C. As a result of termination not for Cause by the Company or a Subsidiary, all the vested Options will be cancelled and forfeited at the end of the period that is one (1) year after such termination, or, if earlier, the Expiration Date;

D. As a result of your Retirement (which, for clarity, only applies if you are an Employee or Director), vested Options shall be cancelled and forfeited at the end of the period which is three (3) years after such Retirement, or, if earlier, the Expiration Date; and

E. As a result of your death or Disability, vested Options (including the Options that vest due to death or Disability as set forth in Section III above) shall be cancelled and forfeited on the Expiration Date.

For purposes of this Award, "Retirement" means (i) the cessation of services of a Director at the end of the Director's term on the Board or (ii) an Employee's separation from service from the Company and its Subsidiaries (1) on or after attainment of age 55 with at least ten (10) years of service with the Company and its Subsidiaries, or (2) on or after attainment of age 65. Years of service shall be calculated by the Company.

**V. LEAVES OF ABSENCE**

For purposes of this Award, your employment or service as an Employee, Consultant, or Director, as applicable, does not terminate when you go on a leave of absence recognized under the Plan. Your employment or service will terminate when the leave of absence ends, however, unless you immediately return to active employment or service in the applicable capacity.

**VI. EXERCISE**

The Award, or a portion thereof, shall be exercisable during the period beginning on the applicable vesting date and ending on the Expiration Date, subject to earlier termination in the event of a termination of your employment or service as a Director or Consultant under certain circumstances, as provided in Section IV. You may exercise your vested Award, in accordance with the Company's Insider Trading Policy, by providing notice of exercise to the Company, in a form and manner acceptable to the Company.

## **VII. PAYMENT**

When you exercise your Options, the Option Price may be paid (i) in cash, (ii) by check, (iii) with previously issued shares of Common Stock of the Company, (iv) in accordance with a “cashless exercise program”, (v) by directing the Company to reduce the number of shares of Common Stock delivered upon exercise by an amount equal to the largest number of whole shares of Common Stock with a Fair Market Value that does not exceed the Option Price, with the remainder of the Option Price being payable in cash, or (vi) with a combination of the foregoing.

## **VIII. NATURE OF STOCK OPTIONS**

A stock option is the right, subject to certain conditions, to purchase shares of Common Stock of the Company at a fixed price. The per share price at which shares of Common Stock may be purchased when this Award is exercised is referred to as the Option Price. The Option Price is fixed on the Date of Grant and, except as provided in Section 11.2 of the Plan, does not change for the life of the Option. However, the market price of Common Stock of the Company changes and will ultimately determine the value, if any, from this Award.

## **IX. SHAREHOLDER RIGHTS**

You are not and do not have the rights of a shareholder of the Company with respect to any shares of Common Stock underlying this Award unless and until the Award vests, you have exercised the Options, or a portion thereof, and shares of Common Stock underlying the Award have been issued and delivered to you. After exercise, the shares of Common Stock underlying the Award will be released to you in the form of a stock certificate or uncertificated shares.

## **X. RESTRICTIONS ON RESALE**

You may not sell any shares of Common Stock free from the forfeiture restrictions of this Award at a time when applicable laws or Company policies would prohibit a sale. This restriction will apply as long as you are an Employee, Consultant, or Director of the Company, as applicable.

## **XI. TRANSFER OF STOCK OPTIONS**

The Options subject to this Award may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or otherwise encumbered except in accordance with Section 12.8 of the Plan. Any attempt at such disposition shall be void.

## **XII. WITHHOLDING TAXES**

No shares of Common Stock will be released or issued to you unless you have made arrangements, acceptable to the Company, to pay any withholding taxes that may be due. Unless determined otherwise by the Committee, applicable tax withholding obligations not satisfied by you in cash shall be satisfied by having the Company withhold from the number of shares of Common Stock otherwise issuable or deliverable pursuant to the exercise of the Award a number of such shares with a Fair Market Value equal to such withholding obligation, but in no event exceeding the maximum statutory tax rates of your applicable jurisdiction (or such other rate as would not trigger a negative accounting impact). The Fair Market Value of the shares of Common Stock retained by the Company or surrendered by you shall be determined in accordance with the Plan as of the date the tax obligation arises. **THE TAX RULES APPLICABLE TO NON-QUALIFIED STOCK OPTIONS ARE COMPLEX. YOU SHOULD CONSULT WITH YOUR FINANCIAL ADVISOR FOR MORE INFORMATION.**

## **XIII. ADJUSTMENTS**

As described more fully in Section 11.2 of the Plan, in the event of a stock split, a stock dividend and certain other events or transactions affecting the Common Stock, the number of shares of Common Stock underlying this Award and the exercise price of this Option may be adjusted.

## **XIV. ELECTRONIC DELIVERY AND DISCLOSURE**

The Company may deliver or disclose, as applicable, any documents related to this Award, future awards that may be granted under the Plan, the prospectus related to the Plan, the Company’s annual reports or proxy statements by electronic means or to request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents delivered electronically or to retrieve such documents furnished electronically, as applicable, and agree to participate in the Plan through any online or electronic system established and maintained by the Company or another third party designated by the Company.

**XV. NO RIGHT TO CONTINUED SERVICE**

This Award does not give you the right to continue in employment or service with the Company or Subsidiary in any capacity. The Company or Subsidiary reserves the right to terminate your employment or service at any time, with or without cause, subject to any employment agreement or other contract.

**XVI. APPLICABLE LAW AND VENUE**

This Award Agreement will be interpreted and enforced under the laws of the Commonwealth of Pennsylvania, without regard to its choice of law provisions. For purposes of any action, lawsuit or other proceedings brought to enforce this Award Agreement, relating to it, or arising from it, the parties hereby submit to the sole and exclusive jurisdiction of the Commonwealth of Pennsylvania, United States of America, and agree that such litigation will be conducted in the courts of Berks County, or the federal courts for the United States for the Eastern District of Pennsylvania, where this grant is made and/or to be performed.

**XVII. JURISDICTION-SPECIFIC PROVISIONS**

This Award shall be subject to any terms and conditions for your jurisdiction set forth in the Addendum attached hereto. Moreover, if you relocate to any of the jurisdictions included in the Addendum, the terms and conditions for such jurisdiction will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum constitutes part of this Non-Qualified Stock Option Award Agreement.

**XVIII. CODE SECTION 409A COMPLIANCE**

To the extent the Committee determines that this Award is subject to Section 409A of the Code and fails to comply with the requirements of such Section, the Committee reserves the right to amend, terminate or replace this Award in order to cause the Award to either not be subject to Section 409A of the Code or comply with the applicable provisions.

**XIX. ENTIRE AGREEMENT/AMENDMENT**

The text of the Plan is incorporated in this Award Agreement by reference.

This Award Agreement, the Plan and the applicable provisions (if any) contained in a written employment agreement between the Company or a Subsidiary and you constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Award are superseded. This Award may be amended in a way that is adverse to you or your beneficiaries only by another written agreement, signed by both parties, otherwise, the rights of the Board or Grantor as set forth in the Plan control as to any modification, alteration or amendment of this Award.

PENN ENTERTAINMENT, INC.

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## **ADDENDUM - JURISDICTION-SPECIFIC PROVISIONS**

### **PENN ENTERTAINMENT, INC.**

#### **NON-QUALIFIED STOCK OPTION AWARD AGREEMENT**

Words used herein with initial capitalized letters that are not defined in this Addendum or the main body of the Award Agreement are defined in the Plan.

##### ***Terms and Conditions***

This Addendum contains additional or different terms and conditions that are applicable to this Award if you reside and/or work in any of the jurisdictions listed below. If you are a citizen or a resident (or are considered as such for local law purposes) of a jurisdiction other than the jurisdiction in which you are currently residing or working, or if you relocate to another jurisdiction after the Date of Grant, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to you.

##### ***Notifications***

This Addendum may also include information regarding securities laws, exchange controls and certain other issues of which you should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other laws in effect in the respective jurisdictions as of July 2023. Such laws are often complex and change frequently. As a result, you should not rely on the information contained herein as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time your Award is granted or vests.

In addition, the information contained herein is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of a particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your particular situation.

Finally, if you are a citizen or resident (or are considered as such for local law purposes) of a jurisdiction other than the jurisdiction in which you are currently residing and/or working, or if you relocate to another jurisdiction after the Date of Grant, the notifications contained herein may not be applicable to you in the same manner.

#### **UNITED STATES - CALIFORNIA**

##### **• DATA PRIVACY INFORMATION AND CONSENT**

A. ***Data Collection and Usage. The Company and the Service Recipient may collect, process, use and disclose certain personal information about you, including, but not limited to, your name, home address, email address, telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all awards or any other entitlement to the value of shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding in your favor (“Data”), for the purposes of implementing, administering and managing the Plan. The Company, with its registered address at 825 Berkshire Boulevard, Wyomissing, Pennsylvania, United States, 19610, acts as the data controller in***



*respect of such Data. The legal basis, where required, for the processing of Data is for the business purpose of implementing, administering and managing the Plan, to comply with applicable laws and regulatory obligations, and any other purposes disclosed to you at the time of collection with your consent.*

**B. *Stock Plan Administration Service Providers.*** *The Company may transfer Data to its service providers which are assisting the Company with the implementation, administration and management of the Plan. The Company may select different or additional service providers and share Data with such other provider serving in a similar manner. The Company will notify you of any such additional or different service providers prior to their commencement of services to the Company. You may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition to the ability to participate in the Plan.*

**C. *International Data Transfers.*** *The Company and some of its service providers are based in countries other than the country where you reside, including the United States. The Company's legal basis, where required, for the transfer of Data is for the business purpose of implementing, administering and managing the Plan, to comply with applicable laws and regulatory obligations, and any other purposes disclosed to you at the time of collection with your consent.*

**D. *Data Retention.*** *The Company will hold and use the Data only as long as is necessary to implement, administer and manage your participation in the Plan, or as required to comply with applicable legal or regulatory obligations, including under tax, exchange control, securities and labor laws. This may mean that Data is retained until after your employment or service with the Company or the Service Recipient ends, plus any additional time periods necessary for compliance with law, exercise or defense of legal rights, archiving, back-up and deletion purposes.*

**E. *Voluntariness and Consequences of Consent Denial or Withdrawal.*** *Participation in the Plan is voluntary and you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your compensation from or service with the Company or Service Recipient will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant this Award or other equity awards to you or administer or maintain such awards.*

**F. *Data Subject Rights.*** *You may have a number of rights under data privacy laws in your jurisdiction(s). Depending on where you are based, such rights may include the right to (i) request access or copies of Data the Company processes, (ii) rectify incorrect Data, (iii) delete Data, (iv) restrict processing of Data, (v) transport Data, (vi) lodge complaints with competent authorities in your jurisdiction(s), and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding these rights or to exercise these rights, you should contact the Company's Privacy Compliance Officer at [privacy@pennentertainment.com](mailto:privacy@pennentertainment.com).*

*By electronically accepting this Award and indicating consent according to the instructions provided by the Company's designated broker, you are declaring that you agree with the data processing practices described herein and consent to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned above, including recipients located in countries or jurisdictions which do not have an adequate level of protection from a data protection law perspective, for the purposes described above.*

## CERTIFICATION

I, Jay A. Snowden, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of PENN Entertainment, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of the annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2024

/s/ Jay A. Snowden

Jay A. Snowden

Chief Executive Officer, President, and Director

(Principal Executive Officer)

## CERTIFICATION

I, Felicia R. Hendrix, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of PENN Entertainment, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of the annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2024

/s/ Felicia R. Hendrix

Felicia R. Hendrix

Executive Vice President and Chief Financial Officer

(Principal Financial Officer)

**CERTIFICATION PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002,  
18 U.S.C. SECTION 1350**

In connection with the Quarterly Report of PENN Entertainment, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2024 as filed with the U.S. Securities and Exchange Commission on the date hereof (the "Report"), I, Jay A. Snowden, Chief Executive Officer and President of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350 that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 8, 2024

/s/ Jay A. Snowden

Jay A. Snowden  
Chief Executive Officer, President, and Director  
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002,  
18 U.S.C. SECTION 1350**

In connection with the Quarterly Report of PENN Entertainment, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2024 as filed with the U.S. 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 Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350 that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 8, 2024

/s/ Felicia R. Hendrix

Felicia R. Hendrix

Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)