


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CFOPD-19-C-041		Page of Pages	
				1	Attachment A
2. Amendment/Modification Number 05		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.	
				5. Solicitation/Contract Caption Sports Wagering, Lottery Gaming Systems and Related Services	
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E610 Washington, D.C. 20024			7. Administered by (If other than line 6) Office of Lottery and Gaming 2235 Shannon Place, SE Washington, DC 20020		
8. Name and Address of Contractor (No. street, city, county, state and zip code) Intralot, Inc. 11360 Technology Circle Duluth, GA 30097 Contact: Byron Boothe - CEO email: Byron.Boothe@intralot.us Tel: 678-473-7200 Code _____ Facility _____			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			X 10A. Modification of Contract/Order No. CFOPD-19-C-041		
			10B. Dated (See Item 13) July 16, 2019		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
X A. This change order is issued pursuant to (Specify Authority): 27 DCMR Section 3601.2(c) and Section 1.8 of the Contract					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the DC Financial Responsibility and Management Assistance Authority.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return _____ 1 _____ copies to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The Contract is hereby modified as reflected on Attachment A: All other terms and conditions shall remain unchanged. Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print) Byron E. Boothe, Jr.			16A. Name of Contracting Officer Drakus Wiggins		
15B. Name of Contractor  (Signature of person authorized to sign)		15C. Date Signed 2/11/22	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed 02/11/2022

ATTACHMENT A

MODIFICATION NO. 5 OF CONTRACT NO. CFOPD-19-C-041 SPORTS BETTING, LOTTERY GAMING SYSTEMS AND RELATED SERVICES

Contract NO. CFOPD-19-C-041, Sports Betting, Lottery Gaming Systems and Related Services (Contract) is modified as follows:

I. Numbered Paragraph 2 of Section B.4.8 (Sports Betting) is amended to read as follows:

2. (a) The Contractor shall seek approval from the OLG on an annual basis (1 year in advance) the payout of the sportsbook product to be offered both in retail and online channels and agrees that the reconciliation of the payout will be on biennial basis. The Contractor shall guarantee the payout as a percentage (%) of handle (defined to mean the amount wagered by bettors) and any differences in the reconciliation will be credited to OLG from the Contractor on a biennial basis. For the first year, the sportsbook payout shall not exceed eighty percent (80%) of handle and Contractor shall be responsible for all payouts above the eighty percent (80%) limit.

(b) 90% Payout Pilot Program.

- (i) Notwithstanding the foregoing, and unless terminated sooner by the OLG, a pilot program shall be conducted between the date this Modification is executed by the Contracting Officer for the Office of the Chief Financial (Effective Date of Modification 5), and January 31, 2023, whereby the payout limit referenced in numbered Paragraph 2 (a) of Section B.4.8 is increased to 90% of handle (“90% Payout Pilot Program”).
- (ii) At its option, the OLG may terminate the 90% Payout Pilot Program at any time prior to January 31, 2023.
- (iii) Prior to the termination date of the initial Payout Pilot Program (the “Initial Pilot Program) , the OLG may send written notice to the Contractor directing continuation of the 90% Payout Pilot Program beyond January 31, 2023, until a new payout limit is established in accordance with numbered Paragraph 1 of Section B.4.8 of the Contract.
- (iv) The payout limit between May 28, 2020 (the date of first sportsbook sales) and the Effective Date of Modification 5 shall remain 80% of handle. However, reconciliation of the of the initial payout limit period (May 28, 2020 through the Effective Date of Modification 5) shall not occur until after the 90% Payout Pilot Program or any continuation thereof has ended. Thereafter, Contractor shall be provided with an additional three (3)

months from the end of the 90% Payout Pilot Program.to comply with the initial 80% of handle payout limit.

- (v) Upon termination of the Initial Pilot Program, either on January 31, 2023, or upon an earlier date as directed by the OLG, the payout limit shall revert back to 80% of handle.

II. Numbered Paragraph 6 of Section B.4.8 (Sports Betting) is amended to read as follows:

6. The OLG agrees to pay the Contractor 42.5% of sports betting GGR for the duration of the Contract base period and for the extensions of the Contract for the platform, risk and trading and marketing related managed services. GGR is gross sports wagering sales minus the winner payout, e.g. all money paid to winners but, excluding any guaranteed payouts and special jackpot contributions that are not mutually agreed by the Parties. For the term of the Initial 90% Pilot Program, when calculating payments due to Contractor, GGR shall not include promotional or bonus wagers.

III. Except as expressly amended or modified hereby, all terms, conditions and provisions of the Contract are and shall remain in full force and effect and all references therein to such Contract shall henceforth refer to the Contract as modified by this Amendment. This Amendment shall be deemed incorporated into, and made a part of, the Contract.