

TEXAS LOTTERY COMMISSION
Scratch Ticket Game Closing Analysis
SUMMARY REPORT

Instant Ticket Information

Date Completed

2/22/2023

Game #	2415	Confirmed Packs	2,233
Game Name	Cowboys	Active Packs	1,934
Quantity Printed	9,906,375	Warehouse Packs	60,139
Price Point	\$5	Returned Packs	299
Start Date	8/15/2022	Printed Payout Percentage	68.12%
Top Prize	\$ 100,000	Percent Sold	49.81%
Number of Top Prizes Remaining	1	Number of Weeks Out	27

Current Game Sales Analysis**TANGIBLE COSTS****Expenditure Impact:**

Cost to print tickets	\$ 817,196	Actual ticket production costs
Licensing Fee	\$ 1,188,810	Year 7 (\$950,000 + \$238,810.46)
Non-cash Prize Allocation	\$ 3,282,722	From EOPPS (non-cash prizes plus withholdings)
Prize payout expense	\$ 14,566,860	Data from Instant Ticket Tier Liability screen in ES

Estimated Direct Costs	\$ 19,855,588
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TANGIBLE BENEFITS**Revenue Impact:**

Estimated sales	\$ 24,671,827	Based on # of tkts printed, times % sold from DaVinci report, times the price point
Total Estimated Benefits	\$ 24,671,827	

Excess of Revenue over Expended	\$ 4,816,239
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INTANGIBLE POSITIVE BENEFITS:

- Allows for open bin space for new games at same price point with higher average weekly sales.
- Allows retailers to return inventory to TLC that is not selling thus releasing their financial burden

INTANGIBLE NEGATIVE BENEFITS:

- There are still valuable prizes remaining in this game.

Assumptions:

- Estimated sales revenue is calculated based on the number of tickets printed times the percent sold from the DaVinci report. The percent sold amount is based on pack settlements. Some partial packs could be returned thus slightly reducing the sales revenue amount reported above.

Weekly Sales Comparison Information

<u>Previous 3 Weeks Sales from DaVinci</u>		
Most recent week sales	\$	248,145
Next week	\$	313,875
Next week	\$	321,485
Avg Weekly Sales Current Game	\$	294,502
Avg Weekly Sales \$5; 5M-9.99M Qty	\$	1,868,249
Percentage Of Variance In Sales		84%

TEXAS LOTTERY COMMISSION
Scratch Ticket Game Closing Analysis
RECOMMENDATION AND APPROVALS

Instant Ticket Information

Game #	2415	Printed Payout Percentage	68.12%
Game Name	Cowboys	Actual Payout Percentage	72.35%
Percent Sold	49.81%	Number of Weeks Out	27
Average # of Weeks for 85% Sell-through for Same Price Point Game With Similar Print Run.			18

Recommendation

☐ Based on the findings in this Summary Report, I am recommending closing the above game.

☒ I am recommending closing the above game based on the below business reason(s):

This Cowboys game needs to be pre-called in March to permit the game to be closed and the final drawing
conducted prior to the launch of the next Cowboys game tentatively scheduled to launch in August 2023, as well
as to ensure the winners of season ticket prizes from the final drawing will receive tickets to the next season.

Dale Bowersock

2/22/2023

Scratch Ticket Strategy Coordinator Date

Rene McLoey

2/22/2023

Products Manager Date

By signing below, I agree with the recommendation of the Products Department Staff to close the above game.

Bob Lee

2/23/2023

Lottery Operations Division Director Date

KG

Kelly Strickling

2/28/2023

Controller Date

Ry Middle

2/28/2023

Deputy Executive Director Date

Gay Grief

2/28/2023

Executive Director Date

Bowersock, Dale

From: Bowersock, Dale
Sent: Wednesday, February 22, 2023 9:49 AM
To: Bowersock, Dale
Subject: Will Russ - Out of Office - Friday, 2/17 - Thursday, 2/23 Afternoon

From: Russ, Will <Will.Russ@lottery.state.tx.us>
Sent: Thursday, February 16, 2023 2:41 PM
To: Products <Productsgw@lottery.state.tx.us>
Cc: Mendoza, Merry <Merry.Mendoza@lottery.state.tx.us>; Bland, Angie <Angie.Bland@lottery.state.tx.us>; Moreno, Heidi <Heidi.Moreno@lottery.state.tx.us>; Austin, Casey <Casey.Austin@lottery.state.tx.us>; Tirloni, Robert <Robert.Tirloni@lottery.state.tx.us>; ManagersLO <ManagersLO@lottery.state.tx.us>
Subject: RE: Will Russ - Out of Office - Friday, 2/17 - Thursday, 2/23 Afternoon

I will be out of the office Friday, 2/17 – the afternoon of Thursday, 2/23.

Rene' McCoy will have signature authority while I am out. Rene' will approve ISRs and EREQs in my absence; please let her know when you have one that needs to be reviewed.

Thanks and enjoy the weekend.

Will Russ | Products Manager | Texas Lottery®
1801 Congress Ave. | Austin, Texas | 78701
Office 512.344.5386 www.texaslottery.com



Play the Games of Texas!

Da Vinci Report

2/21/23

Week End Date:2/18/23

Product Line	Game	\$	Tix Run	Name	Start	Call	Close	Wks	% Sold	Confirmed	Active	Ware	Return	Net Sales			
														2/18/23	2/11/23	2/4/23	1/28/23
Mature	2440	\$5	12,237,000	\$200,000 CASH BLOWOUT	9/6/22			24	61.43%	9,902	7,796	41,620	43	\$983,365.00	\$1,056,340.00	\$1,032,350.00	\$989,265.00
	2428	\$5	23,203,950	BINGO TIMES 20	4/11/22			45	52.95%	12,125	8,769	121,221	39	\$1,507,095.00	\$1,484,015.00	\$1,430,435.00	\$1,417,700.00
	2415	\$5	9,906,375	COWBOYS	8/15/22			27	49.81%	2,233	1,934	60,139	299	\$248,145.00	\$313,875.00	\$321,485.00	\$372,060.00
	2444	\$5	10,272,825	DAY OF THE DEAD	10/3/22			20	47.70%	1,330	1,125	62,488	4,115	\$193,450.00	\$235,125.00	\$267,230.00	\$278,480.00
	2416	\$5	5,627,550	HOUSTON TEXANS	8/15/22			27	54.01%	1,539	1,067	28,770	1,675	\$129,295.00	\$163,450.00	\$154,360.00	\$162,925.00
	2374	\$5	27,786,375	POWER 50X	1/3/22			59	69.77%	5,330	4,953	98,767	58	\$747,470.00	\$806,275.00	\$768,575.00	\$778,000.00
	2425	\$5	32,632,050	SUPER CROSSWORD	2/24/22			51	70.74%	14,497	9,191	98,543	50	\$2,163,085.00	\$2,218,080.00	\$2,165,890.00	\$2,138,415.00
	2333	\$10	28,628,600	\$250,000 50X CASHWORD	12/20/21			61	72.62%	19,424	8,253	123,404	41	\$3,122,070.00	\$3,181,570.00	\$3,166,400.00	\$3,173,980.00
	2369	\$10	12,077,250	\$50, \$100 OR \$500!	8/1/22			29	85.76%	18,017	7,144	4,192	23	\$2,673,380.00	\$2,721,600.00	\$2,768,860.00	\$2,796,330.00
	2441	\$10	14,063,350	\$500,000 CASH BLOWOUT	9/6/22			24	36.28%	14,801	7,694	152,746	45	\$1,301,520.00	\$1,361,820.00	\$1,296,860.00	\$1,360,460.00
	2422	\$10	8,199,450	7	10/3/22			20	75.35%	9,358	4,986	23,904	52	\$1,324,860.00	\$1,409,260.00	\$1,523,930.00	\$1,644,920.00
	2407	\$10	12,236,750	PAYOUT MULTIPLIER	7/5/22			33	52.75%	5,563	2,947	105,372	59	\$573,040.00	\$657,000.00	\$668,720.00	\$689,110.00
	2452	\$10	5,882,300	PEPPERMINT PAYOUT DELUXE	11/7/22			15	81.34%	6,117	3,556	3,463	853	\$951,330.00	\$1,299,840.00	\$1,377,490.00	\$1,636,210.00
	2311	\$10	8,067,400	TRIPLE RED 777 SUPER TICKET	7/11/22			32	71.63%	13,254	6,658	22,544	16	\$1,591,960.00	\$1,677,100.00	\$1,585,210.00	\$1,627,060.00
	2442	\$20	10,250,650	\$1,000,000 CASH BLOWOUT	9/6/22			24	31.52%	17,188	7,599	251,609	57	\$1,766,140.00	\$1,654,720.00	\$1,597,360.00	\$1,708,460.00
	2438	\$20	19,277,675	\$1,000,000 CROSSWORD	6/6/22			37	45.99%	25,179	8,934	374,501	34	\$4,936,620.00	\$4,749,340.00	\$4,646,900.00	\$4,745,940.00
	2349	\$20	8,200,000	500X	7/18/22			31	79.39%	11,725	5,163	47,622	34	\$2,108,120.00	\$2,008,520.00	\$1,990,880.00	\$2,140,680.00
	2367	\$20	16,392,750	CASH SPECTACULAR	11/15/21			66	49.47%	11,763	5,585	310,420	62	\$1,814,440.00	\$1,757,660.00	\$1,622,340.00	\$1,638,700.00
	2434	\$20	16,932,075	MILLION DOLLAR LOTERIA	9/19/22			22	52.99%	48,345	12,576	244,290	17	\$8,440,240.00	\$8,422,460.00	\$8,127,020.00	\$8,313,440.00
	2402	\$20	8,199,050	MONEY	6/20/22			35	49.05%	7,137	3,416	154,516	40	\$951,580.00	\$920,600.00	\$901,220.00	\$975,600.00
	2053	\$30	34,080,725	\$750 MILLION WINNER'S CIRCLE	3/19/18			257	74.67%	11,003	6,095	323,278	88	\$2,800,470.00	\$2,757,420.00	\$2,568,180.00	\$2,639,730.00
	2387	\$30	9,009,725	PREMIER CASH	4/4/22			46	58.37%	12,714	7,080	126,574	63	\$2,778,810.00	\$2,749,590.00	\$2,522,040.00	\$2,579,760.00
	2423	\$50	6,608,840	\$1,000,000 DIAMOND RICHES	8/1/22			29	44.05%	18,144	6,590	156,574	40	\$3,632,650.00	\$3,567,300.00	\$3,222,300.00	\$3,582,300.00
	2358	\$50	5,984,660	\$1,000,000 ULTIMATE	12/20/21			61	84.24%	13,247	4,838	26,021	64	\$2,414,800.00	\$2,254,000.00	\$2,179,450.00	\$2,316,550.00
	2378	\$50	6,116,960	\$200,000,000 CASH BLOWOUT!	3/7/22			50	79.73%	13,043	4,764	41,036	89	\$2,820,200.00	\$2,556,500.00	\$2,296,300.00	\$2,410,650.00
	2344	\$50	10,279,600	500X LOTERIA SPECTACULAR	10/18/21			70	80.83%	18,335	6,473	69,093	89	\$5,153,050.00	\$4,968,300.00	\$4,568,400.00	\$4,819,300.00
	2400	\$100	10,379,010	\$20 MILLION SUPREME	5/16/22			40	42.32%	22,784	9,116	362,249	85	\$8,772,200.00	\$8,431,900.00	\$7,888,300.00	\$8,495,200.00
Out of Wareh	2453	\$2	7,173,250	TRIPLE 777	12/19/22			9	75.70%	6,623	5,803	46	4	\$692,316.00	\$1,195,026.00	\$1,219,782.00	\$862,088.00
Sold/Closing	2405	\$1	17,149,800	LOOSE CHANGE	7/5/22	3/5/23	4/19/23	33	92.15%	1,762	2,152	512	1,627	\$186,020.00	\$334,338.00	\$375,697.00	\$330,483.00
	2325	\$2	28,601,250	BONUS GAME BINGO	12/13/21			62	90.17%	8,430	7,139	2,882	45	\$796,680.00	\$934,378.00	\$877,918.00	\$869,386.00
	2403	\$2	9,058,125	LUCKY 3	7/18/22	1/8/23	2/22/23	31	72.47%	50	29	15,184	2,003	-\$2,768.00	\$27,046.00	\$57,216.00	\$79,766.00
	2450	\$3	6,115,750	WINTER WORDS	11/7/22	1/10/23	2/24/23	15	86.51%	209	40	8	726	-\$29,328.00	\$101,892.00	\$190,167.00	\$270,522.00

Liability for 2415 / for Life to Date**Product Status:**
Active**SmartCash Enabled:**
N/A**Validation Range:** 07/27/2022 - 12/31/2037**Outstanding Prizes**

Tier	Ref	SmartCash	Tier Value	Count	Amount	Tickets Paid Life to Date	Amount Paid Life to Date	% paid	Est. Tickets Sold
1	1	N/A	\$5.00	666441	\$3,332,205.00	566340	\$2,831,700.00	45.94%	4550991
2	2	N/A	\$10.00	126917	\$1,269,170.00	115455	\$1,154,550.00	47.64%	4718946
3	3	N/A	\$10.00	140399	\$1,403,990.00	123856	\$1,238,560.00	46.87%	4643106
4	4	N/A	\$15.00	104510	\$1,567,650.00	93429	\$1,401,435.00	47.20%	4675898
5	5	N/A	\$15.00	102653	\$1,539,795.00	95663	\$1,434,945.00	48.24%	4778603
6	6	N/A	\$20.00	102506	\$2,050,120.00	95480	\$1,909,600.00	48.23%	4777411
7	7	N/A	\$20.00	104051	\$2,081,020.00	94046	\$1,880,920.00	47.47%	4703023
8	0	N/A	\$50.00	14028	\$701,400.00	13508	\$675,400.00	49.06%	4859649
9	0	N/A	\$50.00	12628	\$631,400.00	12162	\$608,100.00	49.06%	4860077
10	0	N/A	\$50.00	12887	\$644,350.00	11879	\$593,950.00	47.96%	4751588
11	0	N/A	\$100.00	439	\$43,900.00	394	\$39,400.00	47.30%	4685608
12	0	N/A	\$100.00	710	\$71,000.00	669	\$66,900.00	48.51%	4805920
13	0	N/A	\$100.00	426	\$42,600.00	402	\$40,200.00	48.55%	4809616
14	0	N/A	\$100.00	422	\$42,200.00	413	\$41,300.00	49.46%	4899799
15	0	N/A	\$100.00	707	\$70,700.00	675	\$67,500.00	48.84%	4838497
16	0	N/A	\$100.00	709	\$70,900.00	663	\$66,300.00	48.32%	4787118
17	0	N/A	\$100.00	274	\$27,400.00	273	\$27,300.00	49.91%	4944132
18	0	N/A	\$100.00	291	\$29,100.00	263	\$26,300.00	47.47%	4702845
19	0	N/A	\$500.00	29	\$14,500.00	30	\$15,000.00	50.85%	5037139
20	0	N/A	\$500.00	43	\$21,500.00	41	\$20,500.00	48.81%	4835254
21	0	N/A	\$500.00	55	\$27,500.00	53	\$26,500.00	49.07%	4861461
22	0	N/A	\$500.00	31	\$15,500.00	27	\$13,500.00	46.55%	4611588
23	0	N/A	\$500.00	39	\$19,500.00	44	\$22,000.00	53.01%	5251572
24	0	N/A	\$5,000.00	8	\$40,000.00	6	\$30,000.00	42.86%	4245589
25	0	N/A	\$5,000.00	7	\$35,000.00	7	\$35,000.00	50.00%	4953187
26	0	N/A	\$100,000.00	1	\$100,000.00	3	\$300,000.00	75.00%	7429781
			Totals:	1391211	\$15,892,400.00	1,225,781	\$14,566,860.00		

NO. OF TICKETS:
NO. POOLS:
PACK SIZE:
PACKS/POOL:
PACKS/GAME:

9,906,375
27.52
75
4,800
132,085

Minimum:
Maximum:

9,525,600
9,914,400

TEXAS LOTTERY COMMISSION
"COWBOYS" - GAME NO. 2415
PRIZE STRUCTURE
14-Jul-22

9,906,375				\$5 TICKETS		\$49,531,875	REVENUE	INSTANT FUND PRIZE FUND	\$30,459,260 \$33,741,982	INSTANT PAYOUT % TOTAL PAYOUT%	61.49% 68.12%	
PRIZE TIER	PRIZE CODE	TIER CODE	GET:	# OF WAYS TO WIN:	WIN:	ODDS OF 1 IN:	WINNERS IN 27.52 POOLS	WINNERS IN 75 (PER PACK*)	WINNERS IN 360,000 (Per Pool)	PRIZE COST	PERCENT OF PRIZE FUND **	VALIDATION TIER LEVELS
1	1	L	\$5	1	\$5	8.04	1,232,781	9.33	44,800	\$6,163,905	18.27%	LOW-TIER 74.38%
2	2	L	\$5 x 2	2	\$10	40.87	242,372	1.83	8,800	\$2,423,720	7.18%	
3	3	L	\$10	1	\$10	37.49	264,255	2.00	9,600	\$2,642,550	7.83%	
4	4	L	\$15	1	\$15	50.05	197,939	1.50	7,200	\$2,969,085	8.80%	
5	5	L	\$5 x 3	3	\$15	49.95	198,316	1.50	7,200	\$2,974,740	8.82%	
6	6	L	\$10 x 2	2	\$20	50.04	197,986	1.50	7,200	\$3,959,720	11.74%	
7	7	L	\$20	1	\$20	50.01	198,097	1.50	7,200	\$3,961,940	11.74%	
8	0	M	\$5 + \$10 + \$15 + \$20	4	\$50	359.76	27,536	0.21	1,000	\$1,376,800	4.08%	MID-TIER 14.30%
9	0	M	\$10 x 3 + \$20	4	\$50	399.61	24,790	0.19	900	\$1,239,500	3.67%	
10	0	M	\$50	1	\$50	400.00	24,766	0.19	900	\$1,238,300	3.67%	
11	0	M	\$5 x 20(TD)	1	\$100	11,892.41	833	0.01	30	\$83,300	0.25%	
12	0	M	\$5 x 20	20	\$100	7,183.74	1,379	0.01	50	\$137,900	0.41%	
13	0	M	\$5 + \$10 + \$15 + \$20 + \$50	5	\$100	11,964.22	828	0.01	30	\$82,800	0.25%	
14	0	M	\$10 x 8 + \$20	9	\$100	11,863.92	835	0.01	30	\$83,500	0.25%	
15	0	M	\$5 x 10 + \$50	11	\$100	7,168.14	1,382	0.01	50	\$138,200	0.41%	
16	0	M	\$5 x 18 + \$10	19	\$100	7,220.39	1,372	0.01	50	\$137,200	0.41%	
17	0	M	\$20 x 5	5	\$100	18,110.37	547	0.00	20	\$54,700	0.16%	
18	0	M	\$100	1	\$100	17,881.54	554	0.00	20	\$55,400	0.16%	
19	0	M	\$100 x 5	5	\$500	167,904.66	59	0.00	2	\$29,500	0.09%	
20	0	M	\$50 x 10	10	\$500	117,933.04	84	0.00	3	\$42,000	0.12%	
21	0	M	(\$100 x 2) + (\$50 x 3) + (\$15 x 10)	15	\$500	91,725.69	108	0.00	4	\$54,000	0.16%	
22	0	M	\$500	1	\$500	170,799.57	58	0.00	2	\$29,000	0.09%	HIGH-TIER 1.60%
23	0	M	(\$100 x 2) + (\$50 x 6)	8	\$500	119,353.92	83	0.00	3	\$41,500	0.12%	
24	0	H	\$500 x 10	10	\$5,000	707,598.21	14	0.00	0.5087633	\$70,000	0.21%	
25	0	H	\$5,000	1	\$5,000	707,598.21	14	0.00	0.5087633	\$70,000	0.21%	
26	0	H	\$100,000	1	\$100,000	2,476,593.75	4 ***	0.00	0.1453609	\$400,000	1.19%	
				TOTAL		3.79 3.7854	2,616,992	19.81	95,095.163	\$ 30,459,260	90.27%	90.27%

DRAWINGS	AUTOGRAPHED JERSEYS	\$475.00	1,600	\$760,000.00	2.25%
	\$100 PRO SHOP GIFT CARDS	\$100.00	3,025	\$302,500.00	0.90%
	VIP TRAINING CAMP EXPERIENCES	\$7,500.00	5	\$37,500.00	0.11%
	WILD WEEKEND PACKAGES	\$50,000.00	5	\$250,000.00	0.74%
	EXCLUSIVE DRAFT DAY WAR ROOM EXPERIENCES	\$50,000.00	10	\$500,000.00	1.48%
	SEASON TICKETS	\$10,000.00	90	\$900,000.00	2.67%
	Wild Weekend Federal Withholdings	\$15,787.90	5	\$78,939.50	0.23%
	Draft Day Federal Withholdings	\$15,787.90	10	\$157,879.00	0.47%
	Training Camp Federal Withholdings	\$2,366.84	5	\$11,834.20	0.04%
	Season Tickets Federal Withholdings	\$3,156.32	90	\$284,068.80	0.84%
	Subtotal: Drawings		4,845	\$3,282,721.50	9.73%
	TOTAL		2,621,837	\$ 33,741,982	100.00%

Note: TD = Win all 20 prizes by revealing one (1) TOUCHDOWN "TD" (WINALL) Play Symbol.

Consolidated odds are 1 in:

\$5
\$10
\$15
\$20
\$50
\$100
\$500
\$5,000
\$100,000

8.04
19.55
25.00
25.01
128.50
1,281.55
25,271.36
353,799.11
2,476,593.75

1,232,781
506,627
396,255
396,083
77,092
7,730
392
28
4

* Each of the following GLEPS will be used in approximately 16.67% of each pack of 75 tickets.

** Numbers are rounded.

*** This number of prizes is guaranteed to the Lottery.

CALLOUT:	MORE THAN 4,700 NON-CASH PRIZES
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INTEROFFICE MEMO

Gary Grief, Executive Director LaDonna Castañuela, Charitable Bingo Operations Director

Payment Approval

July 23, 2022

The attached invoice(s) for service is being submitted for approval.

Vendor Name	Pollard banknote limited
P.O. Number (if applicable)	362-22-9010 RL018
Tx Game Name	Game #2415 Cowboys
Invoice Number	8528587
Invoice Amount	\$817,196.21

The above referenced invoice(s) have been reviewed and certified as proper, accurate and should be paid by the Texas Lottery Commission.

The above referenced invoices have been reviewed and certified as proper, accurate and should be paid by the Texas Lottery Commission.

JB

7/25/2022



Dale Bowersock (Scratch Ticket Strategy Coordinator)
Please forward to the next person for approval

Date

Will Russ for Robert Tirloni

7/27/2022

Robert Tirloni (Products Manager)
Please forward to the next person for approval

Date

Raymond C. Page

7/27/2022

Ryan Mindell (Lottery Operations Division Director)

Date

Please return to Maria Perez in the Office of the Controller by

August 2, 2022



140 Otter Street
Winnipeg, Manitoba
Canada R3T 0M8
Phone: (204) 474-2323
Fax: (204) 453-1375

INVOICE NO.: 8528587

Sold To: Texas Lottery Commission P.O. Box 16630 Austin, TX 78761-6630 United States	Ship To: IGT Texas Distribution Center 8520 Tuscany Way Building #6, Suite 100 Attn: Texas Lottery Warehouse Rep Austin, Texas 78754 United States
Terms: Net 30 days after date of invoice	Due Date: August 19, 2022

Invoice Date	Order No.	Your Order	Customer No.
July 20, 2022	1151208		5008

Order name: COWBOYS #2415
PO Number:

Product Description	Quantity	Unit Price	Amount
Ticket Size 4 x 8	9,906,375	21.79 /M	215,859.91
Flood UV varnish on ticket front	9,906,375	2.43 /M	24,072.49
Spectrum process applied to Scratch FX®	9,906,375	56.00 /M	554,757.00
Spectrum process applied to Scratch FX®	1	5,000.00 Ea	5,000.00
Inserts	1	17,506.81 Ea	17,506.81

Under unit price '/M' = price per thousand.

Before Taxes:	817,196.21 USD
Freight:	0.00
Deposit:	0.00
Amount Due:	817,196.21 USD

Banking Instructions:

TD Bank, NA
2035 Limestone Rd.
Wilmington, DE 19808
ABA# 026013673
Bank Account # 3248176206

Delivery: Prepaid
Tax ID/Contract Number: NA
GST Registration Number: 819251463

AMENDMENT NO. 5 TO
TRADEMARK LICENSE AND PROMOTIONAL AGREEMENT

Between

TEXAS LOTTERY COMMISSION AND PRO SILVER STAR, LTD.

THIS AMENDMENT NUMBER 5 TO THE TRADEMARK LICENSE AND PROMOTIONAL AGREEMENT (the “**Amendment No. 5**”) is made and entered into as of the last date shown next to the signature lines below (the “**Effective Date**”), by and between Pro Silver Star, Ltd. (hereinafter called “**LICENSOR**”), a Texas limited partnership that owns and/or has the rights to license certain marketing, advertising and promotional rights and other benefits, including trademarks of the Dallas Cowboys Football Club, Ltd. (hereinafter referred to as the “**Team**” or “**Dallas Cowboys**”), with its principal place of business located at One Cowboys Way, Frisco, Texas 75034 and the Texas Lottery Commission (hereinafter called “**SPONSOR**”), a Texas state agency, with its principal place of business located at 611 East 6th Street, Austin, Texas 78701-3715 (LICENSOR and SPONSOR are each sometimes referred to herein individually as a “**Party**,” and collectively as the “**Parties**”).

WHEREAS, LICENSOR and SPONSOR entered into that certain (i) Trademark License and Promotional Agreement binding as of June 22, 2015, (ii) Amendment No. 1 dated July 13, 2017, (iii) Amendment No. 2 dated February 28, 2018, (iv) Amendment No. 3 dated February 24, 2020 and (v) Amendment No. 4 dated April 9, 2021, (collectively, the “**Agreement**”);

WHEREAS, any term not defined in this Amendment No. 5 shall have the same meaning ascribed thereto in the Agreement; and

WHEREAS, pursuant to Section 2 of the Agreement LICENSOR and SPONSOR now wish to enter into this Amendment No. 5: to extend the Agreement for an additional two-year period; to replace the terms and conditions in their entirety as set forth in Addendum No. 4 with the terms and conditions set forth in the fifth addendum (“Addendum No. 5”), attached and incorporated by reference herein for all purposes; to add and replace identified exhibits to the Agreement, attached hereto and incorporated by reference herein for all purposes; and to add Verification of Playing National Anthem.

NOW, THEREFORE, pursuant to Section 27 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following modifications:

- I. The Term of the Agreement is hereby extended for an additional two (2) years expiring February 29, 2024, subject to the Parties’ rights under the Agreement with respect to the additional Renewal Periods.
- II. Addendum No. 4 to the Agreement is hereby replaced in its entirety with Addendum No. 5. The terms and conditions set forth in Addendum No. 5 shall commence March 1, 2022.
- III. SPONSOR’s Trademarks as set forth as Exhibit B-1 to the Agreement is hereby replaced in its entirety with a new Exhibit B-1 to Amendment No. 5 attached hereto and incorporated by reference herein for all purposes.

- IV. Exhibit C to the Agreement, setting forth the language in Tex. Gov't Code §466.155, is updated to reflect legislative changes and is hereby replaced in its entirety with a new Exhibit C to Amendment No. 5, attached hereto and incorporated by reference herein for all purposes.
- V. Exhibit D to the Agreement setting forth the template for Post Production Documentation is hereby replaced in its entirety with a new Exhibit D to Amendment No. 5 attached hereto and incorporated by reference herein for all purposes.
- VI. Exhibit E to the Agreement setting forth added Certifications for this Agreement, is added to reflect legislative changes and is hereby added as Exhibit E to Amendment No.5 attached hereto and incorporated by reference herein for all purposes.
- VII. The Parties mutually agree to add the following new Certification to Section 20 of the Agreement:

VERIFICATION OF PLAYING NATIONAL ANTHEM

- a. Under Tex. Gov't Code §2274.002, a governmental entity may not enter into an agreement with a professional sports team that requires a financial commitment by the State unless the agreement includes: (1) a written verification that the professional sports team will play the United States national anthem at the beginning of each team sporting event held at the team's home venue or other facility controlled by the team for the event; and (2) a provision providing a penalty for failure to comply with this written verification.
- b. Pursuant to Tex. Gov't Code §2274.002, by accepting state funds under this Agreement, Licensor hereby acknowledges this requirement and verifies in writing that it will play the United States national anthem at the beginning of each Dallas Cowboys sporting event held at the Licensor's home venue or other facility controlled by the team for the event. Failure to comply with this written verification under the Agreement constitutes a default of this Agreement, and may immediately subject the Licensor to one or more penalties, which may include:
 - (1) Repayment to the TLC or the State of any money paid to the Licensor;
 - (2) Classification of the Licensor as ineligible to receive further money under the agreement;
 - (3) Debarment of the Licensor from contracting with this state;
 - (4) Any other penalty or sanction authorized under this Agreement; and/or
 - (5) Immediate termination of this Agreement for default.

- IX MISCELLANEOUS. Except as expressly modified by this Amendment No. 5, all other provisions of the Agreement (i) shall remain in full force and effect (including without limitation the confidentiality obligations), (ii) are incorporated herein by reference and (iii) will govern this Amendment No. 5; it being understood that, in the event of a conflict between the terms of this Amendment No. 5 and the Agreement, the terms of this Amendment No. 5 will take precedence solely with respect to the term in conflict. For the convenience of the Parties and consistent with Section 30 (Counterparts) of the

Agreement, this Amendment No. 5 may be executed in any number of counterparts, including by facsimile or portable document format (i.e., .PDF), each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. The execution of a counterpart of the signature page of this Amendment No. 5 shall be deemed to be the execution of a counterpart of this Amendment No. 5. The persons signing below represent, warrant, and covenant that he/she is duly authorized to execute this Amendment No. 5 for and on behalf of the Party for which he/she is signing.

(one signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5 as of the last date written below.

PRO SILVER STAR, LTD. ("LICENSOR")


Signature

Date: 2/25/22

Thomas L. Walker
Printed Name

CFO
Title

TEXAS LOTTERY COMMISSION ("SPONSOR")


Signature

Date: 02/28/2022

Gary Grief
Printed Name

Executive Director
Title

ADDENDUM NO. 5

TO

TRADEMARK LICENSE AND PROMOTIONAL AGREEMENT

BETWEEN LICENSOR AND SPONSOR

2022 and 2023 NFL Football Seasons

1. FEES AND CONSIDERATION

In consideration of being granted the right to use the Team's Trademarks during the Term of this Agreement, SPONSOR shall allocate the following funds:

- a. Royalty and License Fees. SPONSOR shall allocate to LICENSOR a royalty based upon two percent (2%) of the actual Sales of each Game (as defined in Section 1.3 of the Agreement) each Contract Year (including the Renewal Periods if applicable pursuant to Section 2 (Term) of the Agreement) as follows: (i) not to exceed Eight Hundred Thousand U.S. Dollars (\$800,000.00) for the first and second Contract Years; (ii) not to exceed Eight Hundred Fifty Thousand U.S. Dollars (\$850,000.00) for the third and fourth Contract Years; (iii) not to exceed Nine Hundred Thousand U.S. Dollars (\$900,000.00) for the fifth and sixth Contract Years; (iv) not to exceed Nine Hundred Fifty Thousand U.S. Dollars (\$950,000.00) for the seventh and eighth Contract Years; and (v) not to exceed One Million U.S. Dollars (\$1,000,000.00) for the ninth and tenth Contract Years. In addition to the foregoing, SPONSOR shall allocate to LICENSOR (A) a lump sum payment in the amount of Two Hundred Thousand U.S. Dollars (\$200,000.00) for the first Contract Year and continue to issue such lump sum payment plus a three percent (3%) compounding escalator each Contract Year thereafter, including the Renewal Periods (if applicable pursuant to Section 2 (Term) of the Agreement); and (B) Two Million Seven Hundred Fifty Thousand U.S. Dollars (\$2,750,000) in Merchandise Allocation payments for the Merchandise and Experiential Prizes set forth below in Section 1.b. of this Addendum No. 4. There will be an estimated nine million five hundred thousand (9,500,000) tickets printed in each Game.
- b. Merchandise and Experiential Prizes. LICENSOR will be paid by SPONSOR for merchandise and experiential prizes over the course of the Game as prizes are fulfilled, as more particularly described in this section. Payment to LICENSOR for merchandise and experiential prize packages that will contain a pre-determined number of individual prizes to be awarded through promotional second-chance drawings conducted by SPONSOR and fulfilled by LICENSOR. The branded Merchandise Allocation will equal approximately 8.51% of the total prize fund for the Game. LICENSOR shall invoice the SPONSOR for merchandise and experiential prizes monthly as fulfillment of each prize is complete.

For each game, LICENSOR shall provide:

- Five (5) Dallas Cowboys "Wild Weekend" packages, valued at **\$50,000** each. Each package will consist of the following:
 - One (1) suite for the winner and nineteen (19) guests at a Dallas Cowboys home game.

- A private tour of the Dallas Cowboys practice facility at The Star.
- A private tour of AT&T Stadium.
- One (1) pre-game party for the winner and nineteen (19) guests at AT&T Stadium, including food and non-alcoholic beverages.
- Round-trip airfare travel for winners/guests outside of the Dallas/Fort Worth area (from the nearest major international airport within the 48 contiguous U.S. states) for twenty (20) or round-trip ground transportation for winners/guests within the Dallas/Fort Worth area for twenty (20).
- Hotel Accommodations (double occupancy) for twenty (20) for one (1) night.
- Ten (10) Dallas Cowboys “Draft Party” packages for two (2), valued at **\$50,000** each. Each package will consist of the following:
 - The opportunity to go inside the War Room on Draft Day for an inside look at the Dallas Cowboys draft player evaluation and strategies by a member of Dallas Cowboys ownership.
 - Transportation on the Dallas Cowboys Luxury Bus to the official Dallas Cowboys Draft Day Party.
 - Two (2) VIP Passes to the Dallas Cowboys Draft Day Party.
 - Meet and greet with one (1) Dallas Cowboys Legend (former player as designated by the Dallas Cowboys).
 - Breakfast and Draft review with Dallas Cowboys media personality.
 - Round-trip airfare travel for winners/guests outside of the Dallas/Fort Worth area (from the nearest major international airport within the 48 contiguous U.S. states) for two (2) or round-trip ground transportation for winners/guests within the Dallas/Fort Worth area for two (2).
 - Hotel Accommodations (double occupancy) for two (2) for one (1) night.
- Five (5) Dallas Cowboys “Training Camp” packages for two (2) at the Dallas Cowboys training facility in Frisco, Texas, valued at **\$7,500** each. Each package will consist of the following:
 - One (1) Dallas Cowboys Training Camp practice viewing experience with a private tour of the Dallas Cowboys Training Camp facility.
 - Food and non-alcoholic beverages during one (1) Dallas Cowboys Training Camp practice viewing.
 - Meet and greet with one (1) Dallas Cowboys Legend (former player as designated by the Dallas Cowboys).
 - Round-trip airfare travel for winners/guests outside the DFW area (from nearest major international airport within the 48 contiguous U.S. states) for two (2) or round-trip ground transportation for winners/guests within the Dallas/Fort Worth area for two (2) to the Dallas Cowboys Training Camp hotel, located in Frisco, TX (or other location as designated by the Dallas Cowboys).

- Hotel accommodations (double occupancy) for two (2) total guests for two (2) nights.
 - Ninety (90) Pairs of Season Tickets to the next complete season of Team home games (based on the date of prize fulfillment), valued at **\$10,000** each.
 - One thousand six hundred (1,600) autographed authentic jerseys from Dallas Cowboys players (as determined by the Dallas Cowboys), valued at **\$475** each.
 - Three thousand twenty-five (3,025) Dallas Cowboys Gift Cards, valued at **\$100** each.
 - Total Maximum Prize Cost for Merchandise and Experiential Prizes = **\$2,750,000**
- c. SPONSOR shall pay for all print costs incurred to print/produce the Game.

Invoicing for Merchandise and Experiential Prize Fulfillment

SPONSOR agrees to conduct five (5) promotional second-chance drawings for the prizes and to award **in each drawing**: one (1) “Wild Weekend” package (package is for a winner plus nineteen (19) guests), two (2) “Draft Party” packages (each package is for a winner plus a guest), one (1) “Training Camp” package (package is for a winner plus a guest), eighteen (18) pairs of Season Tickets to the next complete season of Team home games (based on the date of prize fulfillment), six hundred five (605) \$100 Dallas Cowboys Gift Cards, and three hundred twenty (320) Team Autographed Authentic Jerseys, in accordance with the following schedule:

Drawing No.	Time Period
1	Between September 1 – October 15
2	Between October 16 – November 30
3	Between December 1 – January 10
4	Between January 11 – February 28
5	Within fifteen (15) business days after the “End-of-Game” date described in the following section

LICENSOR will invoice SPONSOR on a monthly basis as the prizes are fulfilled. A detailed accounting of the prizes fulfilled will be included with the invoice, including the name and address of all experiential and merchandise prize pack winners during the monthly billing period and the date each experiential prize was fulfilled or each merchandise prize was mailed to each winner.

Invoicing for Licensing Fee Sales Allocation

During the Term of this Agreement, SPONSOR shall deliver Game sales reports to LICENSOR on the first state business day of each month beginning after the start of sales of the Game. If the first business day of the month is a state of Texas holiday, then the sales report will be due on the next

business day that is not a state holiday. SPONSOR will detail weekly sales totals for the applicable reporting period. LICENSOR then will issue an invoice for the licensing fee sales allocation to SPONSOR. This process will continue until the official "Call" date for the Game determined by SPONSOR in its sole discretion. The "Call" date begins a 45-day period during which all remaining tickets for the Game are returned to SPONSOR. The "End-of-Game" date is forty-five (45) days from the "Call" date and marks the end of the Game. No tickets for the closed Game may be distributed to or sold by retailers after this date. A final reconciled sales report will be provided to LICENSOR by SPONSOR no later than ninety (90) days following the official "End-of-Game" date.

The timing and decision to close a Game will be in accordance with SPONSOR's rules, policies and procedures. All of SPONSOR's directives, policies, procedures, rules, regulations and applicable laws shall apply to the Game.

2. PRIZE FULFILLMENT SERVICES

Merchandise and experiential prizes will be awarded by promotional second-chance drawings in which qualifying non-winning tickets may be submitted as entries by eligible players. If there are not enough unique entries in the entry pool to award all the prizes in the drawing, some prizes may not be awarded and there may be fewer winners for that particular drawing.

SPONSOR shall provide LICENSOR a detailed list of prizewinners after each drawing.

LICENSOR shall provide complete fulfillment of all merchandise and experiential prizes. There shall be no additional charge for any aspect of such order fulfillment.

SPONSOR shall control the procedure for the promotional second-chance drawings.

From the date that LICENSOR is notified by SPONSOR of a winner of a Dallas Cowboys experiential prize, LICENSOR shall contact the winner within ten (10) business days to begin making arrangements for fulfillment (provided LICENSOR has been provided with complete and correct contact information).

From the date that LICENSOR is notified by SPONSOR of a winner of a Dallas Cowboys merchandise prize, LICENSOR shall complete fulfillment of the prize within ten (10) business days (provided that LICENSOR has been provided all of the necessary information to complete fulfillment at or near the same time it has been notified of the winner).

LICENSOR shall bear all risks of loss of or damage to a merchandise prize until the prizewinner has received, inspected and accepted the unit, at which point those risks shall pass to the prizewinner. In the event the winner's prize is damaged or defective, LICENSOR shall immediately replace the damaged prize at no additional cost to SPONSOR or the prizewinner.

Winners of experiential prizes shall complete and submit a Texas Lottery Promotional 2nd Chance Claim Form ("**Claim Form**") which details the prize won and the value of the prize. Upon receipt of the Claim Form and acceptance of the experiential prize by the winner, SPONSOR shall

provide LICENSOR a list of approved winners. Once the signed Claim Form has been received by SPONSOR from a winner, the prize shall be considered fulfilled for invoicing purposes.

LICENSOR shall provide a monthly list of fulfilled prizes to SPONSOR. The list shall include an accounting of all merchandise/experiential prizes, including the names and addresses of the winners and the shipment tracking numbers. The list shall be provided in both .xls and .xml formats.

LICENSOR shall provide a monthly list of all experiential prizes that have been won but not fulfilled, with their scheduled fulfillment dates, if known.

LICENSOR shall fill out and return Exhibit D – Post Production Documentation when submitting an invoice for payment. LICENSOR shall provide additional documentation, as appropriate, in addition to Exhibit D for all promotional items listed above to process invoices.

SPONSOR has the right to monitor the fulfillment process and contact LICENSOR to discuss any reported problems with fulfillment and request possible solutions.

3. ADVERTISING SERVICES

The LICENSOR agrees to provide, at no additional cost, the following advertising services to support the continued sales of each Game (provided that, LICENSOR, in its reasonable discretion, may need to substitute certain benefits of equal or greater value, upon consultation with and approval of SPONSOR, if such original benefits are no longer available).

- a. SPONSOR will receive rights to primary and secondary Team Trademarks to use in approved marketing and advertising materials primarily to promote the Game.
- b. SPONSOR will also receive rights to use the Team's Trademarks imagery in approved advertising and marketing materials as well as rights to use the Dallas Cowboys Cheerleaders trademarks, service marks, copyrights, and logos in approved marketing and advertising materials primarily to promote the Game.
- c. SPONSOR will receive rights to host one (1) season-long in-game promotion to promote each Game.
- d. SPONSOR will receive five (5) minutes pre-game and five (5) minutes in-game of 360 degrees of LED branding during each pre- and regular season Team home game (10 games per season) on the Star Level Ribbon Board. LICENSOR will provide related production at LICENSOR's expense.
- e. SPONSOR will receive one (1) pre-game rotation and one (1) in-game rotation on Star Level LED during each pre- and regular season Team home game (ten [10] games per season). LICENSOR will provide related production at LICENSOR's expense.
- f. SPONSOR will receive the following digital concourse signage during each of the Team home games (total of ten [10] games per season). LICENSOR will provide related production at LICENSOR's expense:
 - i. Six (6) :30 second commercials on the Dallas Cowboys in-Stadium TV network

- ii. Thirty-Six (36) :30 second L-bracket rotations during the live game broadcast
- iii. Thirty-Six (36) :30 second vertical digital concourse sign rotations
- g. SPONSOR will receive one (1) pre-game rotation and one (1) in-game rotation on End Zone LED during each pre- and regular Team home games (total of ten (10) games per season). LICENSOR will provide related production at LICENSOR's expense.
- h. SPONSOR will receive five (5) minutes pre-game and five (5) minutes in-game of a digital branding message on all four (4) interior bowl signs (measuring 7 ½' x 35') during each pre- and regular season Team home game (ten [10] games per season). LICENSOR will provide related production at LICENSOR's expense.
- i. SPONSOR will receive one (1) in-game center-hung video board feature during each pre- and regular season Team home game (ten [10] games per season). LICENSOR will provide related production at LICENSOR's expense.
- j. SPONSOR will receive :10 second digital rotational signage on the Team marquee sign located near the SH-360 and Division Street interchange each season beginning July 1, through the date of the next scheduled NFL Super Bowl game (approximately seven [7] months). LICENSOR will provide related production at LICENSOR's expense.
- k. SPONSOR will receive one (1) full-color, full-page advertisement in each issue of the Team's *GameDay* program during each pre- and regular season Team home game (ten [10] games per season).
- l. SPONSOR will receive the opportunity to issue one (1) press release and press announcement, including an owner of the Dallas Cowboys in attendance per season. The press release content shall be mutually developed by the Parties; however, LICENSOR will create and distribute the final press release.
- m. SPONSOR will receive four million (4,000,000) impressions within one (1) Texas geo-targeted run of site 300x250 banner on DallasCowboys.com (per season).
- n. SPONSOR will receive one (1) Team hosted landing page on DallasCowboys.com (per season).
- o. SPONSOR will receive six (6) status updates on the Dallas Cowboys Facebook page (per season).
- p. SPONSOR will receive premium content sponsorship on the Dallas Cowboys Facebook page, which shall include one (1) branded wall post, including hyperlink to SPONSOR'S Facebook page, for a sixteen (16) week period (per season).
- q. SPONSOR will receive the following advertising on KTVT CBS 11 (Dallas) and across Team's entire Television Network, as applicable (per season):
 - i. Two (2) :30 second commercials and two (2) elevator ads in each Team controlled pre-season game

- ii. Fifty-two (52) :30 second commercials during the local broadcast of Special Edition with Jerry Jones, two (2) commercials per week for twenty-six (26) weeks
 - iii. Twenty-six (26) features during the local broadcast of Special Edition with Jerry Jones, one (1) feature per week for twenty-six (26) weeks
 - iv. Three (3) :30 second commercials during the "NFL Highlights Show"
 - v. Three (3) :30 second commercials during the "Dallas Cowboys Season in Review Special"
 - vi. One (1) :30 second commercial during the "Dallas Cowboys Cheerleaders Swimsuit Calendar Special"
- r. SPONSOR will receive the following advertising on Fox Sports Network (Southwest Coverage) (per season):
 - i. Twenty-three (23) :30 second commercials during Cowboys Bonus Coverage during Training Camp, one (1) commercial per show for twenty-three (23) shows
 - ii. Sixteen (16) segment sponsorships during Cowboys Game Night, one (1) segment sponsorship per week for sixteen (16) weeks
 - iii. Forty (40) :30 second commercials during Cowboys 2-Minute Drill, two (2) of each per week for twenty (20) weeks
 - iv. Eight (8) :30 second commercials and eight (8) billboard announcements during the Cowboys Legends Specials, two (2) commercials and two (2) billboards during each airing over four (4) months
- s. SPONSOR will receive the following advertising on KXTX Telemundo (Dallas) and Cadena de Plata (CDP) Television Network (per season):
 - i. Twenty (20) :30 second commercials during Vaqueros de Dallas, one (1) per show for twenty (20) shows. SPONSOR will also receive one (1) feature per show for a total of twenty (20) features
- t. SPONSOR will receive eighty (80) :30 second commercials annually during Team's games broadcast over the Cowboys Radio Network, four (4) commercials per game for twenty (20) games. LICENSOR will provide related production at LICENSOR's expense.
- u. SPONSOR will receive one (1) :30 second post-game commercial in each broadcasted Team pre- and regular season game (per season). All spots will run on the Dallas Cowboys Radio Network. LICENSOR will provide related production at LICENSOR's expense.
- v. SPONSOR will receive one (1) :30 second radio commercial during each Team pre- and regular season game. All spots will run locally in the Dallas-Fort Worth market. LICENSOR will provide related production at LICENSOR's expense.

- w. SPONSOR will receive eighty (80) :30 second commercials during Team games broadcast over the Cowboys Spanish-Language Radio Network, four (4) commercials per game for twenty (20) games (per season). LICENSOR will provide related production at LICENSOR's expense.
- x. SPONSOR will receive eighty (80) :30 second radio commercials during the Team pre-game show on the Spanish-language local broadcast, four (4) commercials per game for twenty (20) games (per season). LICENSOR will provide related production at LICENSOR's expense.
- y. SPONSOR will receive eighty (80) :30 second radio commercials during the Team post-game show on the Spanish-language local broadcast, four (4) commercials per game for twenty (20) games (per season). LICENSOR will provide related production at LICENSOR's expense.
- z. SPONSOR will receive one (1) :30 second television commercial in each original broadcasted 'Deep Blue' show (per season). All spots will run on the Dallas Cowboys Television Network.
- aa. Upon request from SPONSOR, SPONSOR will receive a DVD of all video and photos of media events related to the Cowboys scratch ticket Game.

LICENSOR will ensure that lottery commercials pertaining to SPONSOR do not air on any stations that are not licensed to a location in the state of Texas.

4. VALUE-ADDED MARKETING AND PROMOTIONAL ITEMS

As added value, at no cost to SPONSOR, LICENSOR agrees to make available to SPONSOR any or all of the following marketing and promotional items to support SPONSOR's marketing, promotion, and/or advertising of Texas Lottery games (provided that, LICENSOR, in its reasonable discretion, may need to substitute certain marketing or promotional items, upon consultation with and approval of SPONSOR, if such original items are no longer available). At SPONSOR's option and except as otherwise specified herein, SPONSOR may use any of the marketing and promotional items for retailer incentives, player contests, and/or other lottery promotional activities.

- a. As added value, at no cost to SPONSOR, LICENSOR shall at SPONSOR's request, subject to availability, conduct one (1) community outreach promotion to promote physical fitness and wellness for students consistent with SPONSOR's mission to support education and include SPONSOR as a named sponsor of the event. This may include mutually agreed upon SPONSOR-logo integration and mentions on certain collateral material and LICENSOR-controlled media (e.g., internet, radio, television, print, etc.), supporting apparel as well as on premise signage and participation by SPONSOR's executive leadership team.
- b. In addition to the community outreach promotion noted above, SPONSOR and LICENSOR shall mutually agree to support two (2) community-based initiatives each Contract Year during the Agreement Term. This may include mutually agreed upon SPONSOR-logo integration and mentions on certain collateral material and LICENSOR-controlled media (e.g., internet, radio, television, print, etc.), supporting apparel as well as on premise signage and participation by SPONSOR's executive leadership team.

5. SPONSOR ON-SITE SELLING AND PROMOTION ACTIVITIES

The LICENSOR agrees to provide, at no additional cost, event space in Miller Lite West Plaza and Team Merchandise for each regular season home game to support the continued sales of each Game as follows:

- a. Selling Event Space – 10'x20'. LICENSOR will provide two (2) 10'x10' tents and four (4) stanchions.
- b. Electric Requirements - Four (4) 110v outlets; can run on one (1) line
- c. Sponsor Staff/Contractor Game Passes – six (6) total
- d. Sponsor Staff/Contractor Parking Passes –six (6) total; LICENSOR will use commercially reasonable efforts to secure parking passes for parking lots 11, 12, 13, or 15 subject to availability TBD Ticket Office.
- e. LICENSOR will provide SPONSOR an Eighty Thousand U.S. Dollars (\$80,000.00) wholesale merchandise allowance to be used towards Team merchandise each Contract Year during the Term to be used as a giveaway in connection with SPONSOR's promotional support of the Game.
- f. In connection with the Game sales promotion in section 5.e above, SPONSOR may provide a promotional item (e.g., a clear bag) to qualified purchasers. As of the Effective Date of Amendment No. 5, SPONSOR intends to offer clear bags consistent with NFL sizing, material and imprint guidelines and inclusive of SPONSOR'S trademarks, for entry to NFL stadiums.

Pro- Silver Star 2016-0001

Initial Term	06/22/15 - 02/28/2018	2% of Sales NTE	License Lump Sum (3% yearly escalator)	Merchandise Allocation	Yearly Total
Year 1	03/1/2016 - 02/28/2017	\$ 800,000.00	\$ 200,000.00	\$ 2,750,000.00	\$ 3,750,000.00
Year 2	03/01/2017 - 02/28/2018	\$ 800,000.00	\$ 206,000.00	\$ 2,750,000.00	\$ 3,756,000.00
Year 3	03/01/2018 - 02/28/2019	\$ 850,000.00	\$ 212,180.00	\$ 2,750,000.00	\$ 3,812,180.00
Year 4	03/01/2019 - 02/28/2020	\$ 850,000.00	\$ 218,545.40	\$ 2,750,000.00	\$ 3,818,545.40
Year 5	03/01/2020 - 02/28/2021	\$ 900,000.00	\$ 225,101.76	\$ 2,750,000.00	\$ 3,875,101.76
Year 6	03/01/2021 - 02/28/2022	\$ 900,000.00	\$ 231,854.81	\$ 2,750,000.00	\$ 3,881,854.81
Year 7	03/01/2022 - 02/28/2023	\$ 950,000.00	\$ 238,810.46	\$ 2,750,000.00	\$ 3,938,810.46
Year 8	03/01/2023 - 02/28/2024	\$ 950,000.00	\$ 245,974.77	\$ 2,750,000.00	\$ 3,945,974.77
Year 9	03/01/2024 - 02/28/2025	\$ 1,000,000.00	\$ 253,354.02	\$ 2,750,000.00	\$ 4,003,354.02
Year 10	03/01/2025 - 02/28/2026	\$ 1,000,000.00	\$ 260,954.64	\$ 2,750,000.00	\$ 4,010,954.64
				TOTAL CONTRACT VALUE	\$ 38,792,775.86

Scratch Ticket Game Closing Analysis

08/30/20 Thru 08/27/22

Average Number of Weeks for 85% Average Sell Through

Print Quantities	Price Point				Price Point					
	\$1	\$2	\$3	\$5	\$10	\$20	\$25	\$30	\$50	\$100
< 5M	None	None	Week 10*	None	None	None	None	None	None	None
5M-9.99M	Week 13	Week 18	Week 14*	Week 18	Week 25	Week 39	None	Week 66*	Week 38	None
10M-14.99M	Week 17	None	None	Week 26	Week 44	Week 29*	None	None	None	None
15M-19.99M	Week 24	None	Week 27*	Week 63	None	None	None	None	None	None
20M-24.99M	None	None	None	Week 51	Week 41*	None	None	None	None	None
25M-29.99M	Week 32*	None	None	None	None	Week 59*	None	None	None	None
30M-34.99M	None	None	None	None	None	None	None	None	None	None
>=35M	None	Week 63	Week 54*	Week 48*	Week 43*	None	None	None	None	None

Average Weekly Dollar Sales at 85% Average Sell Through

Print Quantities	Price Point				Price Point					
	\$1	\$2	\$3	\$5	\$10	\$20	\$20	\$30	\$50	\$100
< 5M	None	None	\$1,280,407	None	None	None	None	None	None	None
5M-9.99M	\$603,552	\$790,419	\$1,135,659	\$1,868,249	\$2,632,364	\$4,140,873	None	\$3,548,614	\$6,722,847	None
10M-14.99M	\$573,217	None	None	\$2,195,824	\$2,593,290	\$6,888,646	None	None	None	None
15M-19.99M	\$618,201	None	\$1,754,298	\$1,321,610	None	None	None	None	None	None
20M-24.99M	None	None	None	\$2,177,872	\$4,377,999	None	None	None	None	None
25M-29.99M	\$795,571	None	None	None	None	\$7,343,720	None	None	None	None
30M-34.99M	None	None	None	None	None	None	None	None	None	None
>=35M	None	\$1,031,140	\$1,704,990	\$4,784,040	\$7,855,672	None	None	None	None	None

None = no games at this level with 85% sell through

* only one game at this level with 85% sell through

Excludes Promotional Tickets

Unaudited - For Internal Use Only