



## "INTRALOT SA - INTEGRATED LOTTERY SYSTEMS AND SERVICES"

General Commercial Registry No. 818201000

(hereinafter referred to as the "Company" or the "Issuer")

### ANNOUNCEMENT

regarding the Bondholders' Meeting for the Company's €130,000,000 common bond loan (hereinafter referred to as the "CBL")

The Company, in accordance with its obligations under Article 133 par. 2 of Law 4548/2018, announces that on 15/09/2025 at 18:00, the Bondholders' Meeting of the CBL, issued pursuant to the Common Bond Loan Programme dated 27/02/2024 up to €130,000,000 (hereinafter referred to as the "CBL Programme"), in accordance with the Invitation of the Company's Board of Directors dated 25/08/2025, took place.

The Meeting was held exclusively remotely in real time via teleconference. The Meeting was legally attended by Bondholders representing a total of 99,334 Bonds and votes, out of a total of 130,000 Bonds and votes, i.e. a quorum of 76.41% of the total outstanding nominal value of the CBL.

The quorum formed, in accordance with the terms of the CBL Programme and the provisions of the Invitation, made it possible to discuss and decide on all items on the agenda.

All items were voted on and approved in accordance with the recommendations of the Company's Board of Directors.

In detail:

**First Item:** Approval of the application of paragraph 9 of article 60 of Law 4548/2018, as amended by Law 5193/2025 as in force, so that clause 23.4 of the CBL Programme Program shall henceforth have the following content:

*"23.4 In any case, the amendment of the Bond Loan with terms that will be unfavourable for the Bondholders will be adopted following a decision of the Bondholders' Meeting taken with the quorum and majority percentages provided for in the provisions of paragraph 9 of article 60 of the Law.»*

Quorum: 76.41%

In favor: 98,052 (98.71%), Against: 891 (0.90%), Blank/Abstention: 391 (0.39%)

**Second Item:** Approval for the amendment of the following terms of the CBL Programme:

- (i) addition of a new definition to clause 1.1 of the CBL Programme as follows:

*"Bally's Holdings Limited means the company under the name "Bally's Holdings Limited", a company incorporated under the laws of Jersey, the acquisition of which has been agreed by the Issuer pursuant to the Transaction Agreement dated 18.07.2025 concluded between the Issuer and Bally's Corporation"*

- (ii) amendment of item (1) of the definition of "Loan Obligation" of clause 1.1 of the CBL Programme so that it henceforth reads as follows:

*"(1) any obligation from any loan of any form and type (including bond loans or other securities, debt securities, whether negotiable or not on a regulated or non-regulated market) and/or credit of any form and type (whether in conjunction with an overdraft account or not)"*

- (iii) amendment of item (2) of the definition "Permitted Loan Obligations" of clause 1.1 of the CBL Programme so that it henceforth reads as follows:

*"(2) any new Loan Obligation (including any leasing agreement) entered into for the purpose of meeting working capital and/or for capital expenditure and/or for the acquisition of companies (including the formation of new companies) for the execution of new projects under of the usual business activity of the Issuer and/or the Subsidiaries (provided that the Issuer will own directly and/or indirectly at least fifty percent (50%) of the share capital and voting rights of said companies and will directly and/or and indirectly Control over them, in accordance with (a) and (b) of the aforementioned definition above) including the acquisition of Bally's Holdings Limited, as well as the fees and expenses related to such Loan Obligations,"*

- (iv) amendment of item (7) of the definition of "Permitted Loan Obligations" of clause 1.1 of the CBL Programme so that it henceforth reads as follows:

*"(7) new guarantees of the Subsidiaries in favour of the Issuer as well as new guarantees of the Issuer in favour of Subsidiaries and of Subsidiaries in favour of Subsidiaries, in the context of the Loan Obligations under (2) above;"*

- (v) amendment of the definition of "Permissible Collateral" of clause 1.1 of the CBL Programme so that it henceforth reads as follows :

**“Permissible Collateral means:**

- (a) any Collateral Right over any asset of the Issuer and/or Subsidiary that exists, or is provided for by Existing Loan Obligations, as well as the pledge on the Bond Loan Collateral Account;*
- (b) any Collateral Right due to refinancing and/or replacement and/or renewal of Existing Loan Obligations;*
- (c) any Collateral Right established on any asset of the Issuer and/or Subsidiary to secure the repayment of the Bond Loan and/or to secure a new bank loan for the sole purpose of repaying the Senior Notes;*
- (d) any Collateral Right established over any asset of the Issuer and/or Subsidiary to secure a Permitted Loan Obligation, under the terms of the 0 of the relevant definition above”.*

**(vi)** total deletion of item (4) of clause 14.1 of the CBL Programme.

**(vii)** Addition of a new item (v) to clause 14.1(12) of the CBL Programme reading as follows :

*“By way of special exception, the Financial Indices will not be calculated, and any breach thereof will not constitute an Event of Default, for Reporting Dates that pertain to, or run within, a time period of 12 complete months as of the date of completion of the acquisition by the Issuer of Bally’s Holdings Limited, as such will be announced by the Issuer”.*

Quorum: 76.41%

In favor: 98,066 (98.72%), Against: 963 (0.97%), Blank/Abstention: 305 (0.31%)

**Third Item:** Approval for the amendment of clause 9.3 of the CBL Programme so that it henceforth reads as follows:

**“9.3. Right to early repayment of Bonds by the Issuer (Call option)**

- 9.3.1. The Issuer may not proceed to early repayment of part or all of the Bonds until the expiry of the second (2nd) Interest Period after the Issue Date.*
- 9.3.2. The Issuer has the right to request the early repayment of part or all of the Bonds after the end of the second (2nd) Interest Period and at the latest on the last day of the Interest Period ending six (6) months before the Maturity Date of the Bond Loan.*
- 9.3.3. The early repayment of the Bonds by the Issuer according to the above is at any time within an Interest Period, together with the accrued interest and the Expenses and Taxes and Additional Amounts corresponding to the Repaid Bonds and in addition to the additional amount (premium) which will be formed as follows:*

<b><i>Time for exercising the right to early repayment</i></b>	<b><i>Additional amounts to be paid when exercising the right of early payment by the Issuer</i></b>
<i>Until the end of the third (3rd) Interest Period</i>	<i>Additional amount (premium) per Bond, equal to two and a half percentage points (2.5%) of the Nominal Value of each Bond repaid plus interest amount for two (2) Interest Periods</i>
<i>Until the end of the fourth (4th) Interest Period</i>	<i>Additional amount (premium) per Bond, equal to two and a half percentage points (2.5%) of the Nominal Value of each Bond repaid plus interest amount for one (1) Interest Period</i>
<i>Until the end of the fifth (5th) and/or of the sixth (6th) Interest Period</i>	<i>Additional amount (premium) per Bond, equal to two and a half percentage points (2.5%) of the Nominal Value of each Bond repaid</i>
<i>Until the end of the seventh (7th) and/or of the eighth (8th) Interest Period</i>	<i>Additional amount (premium) per Bond, equal to one and a half percentage points (1.5%) of the Nominal Value of each Bond repaid</i>
<i>Until the end of the ninth (9th) Interest Period</i>	<i>No additional amount</i>

*It is understood that, in case of early repayment of Bonds which is not made on the last day of an Interest Period, in addition to the above amounts, the Issuer will also pay interest amounts accruing to the Bonds that are being repaid, until the end of the Interest Period within which the early repayment is made”.*

Quorum: 76.41%

In favor: 97,995 (98.65%), Against: 1,048 (1.06%), Blank/Abstention: 291 (0.29%)

The Bondholders' Meeting, following a lawful vote, approved all of the above amendments and authorised the Bondholders' Representative to codify and sign the CBL Programme incorporating the decisions.

Furthermore, following the Company's announcement dated 10/09/2025, given that all items on the agenda were approved, the participation fee of forty (40) euros per Bond held and voted (the “Fee”) is payable.

Each Bondholder, natural or legal entity, that was legally present (in person or by proxy) at the Meeting on 15/09/2025 and voted with all of the bonds represented by them on all items put to the vote (hereinafter the “Beneficiary”).

Beneficiaries of the participation fee are, as above, 3,835 Bondholders representing 99,334 Bonds.

The amount of the Fee shall be paid to the Beneficiaries through the Payment Agent of the CBL, i.e. the Société Anonyme under the name "HELLENIC CENTRAL SECURITIES DEPOSITORY S.A." and the distinctive title "ATHEXCSD", by mutatis mutandis application of term 12 (Payments) of the CBL Programme, on the basis of a file of beneficiaries which will be compiled through the systems of ATHEXCSD pursuant to the representation and voting data of the Bondholders. It is clarified that with regard to the Bonds held in omnibus accounts, the payment of the Fee will be made under the responsibility of the Participants through the custody chain. In the case of Bondholders with position in multiple Participants, the payment will start from the Participant with the highest position, then to the Participant with the next smaller position, and so on, until all amount is fully paid. In case of pledged bonds where the voting rights have been withheld by the pledgor, the Fee will be paid to pledgor.

Payment of the Fee to the Beneficiaries is expected to commence on Monday 10 November 2025.

Peania, September 16, 2025