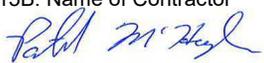


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number CFOPD-20-C-001B	Page of Pages 1 1 + Attachment		
2. Amendment/Modification Number Modification 8	3. Effective Date See 16 C below	4. Requisition/Purchase Request No.	5. Solicitation Caption Instant Ticket Manufacturing Services			
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E620 Washington, D.C. 20024 202-442-7012 (main)		Code	7. Administered by (If other than line 6)			
8. Name and Address of Contractor (No. street, city, county, state and zip code) Scientific Games International, Inc. 1500 Bluegrass Lakes Parkway Alpharetta, GA 30004 Attn: John Schulz – Senior Vice President john.schulz@scientificgames.com 770-663-3700		9A. Amendment of Solicitation No.		9B. Dated (See Item 11)		
		X	10A. Modification of Contract/Order No. CFOPD-20-C-001B		10B. Dated (See Item 13) December 13, 2019	
			Code		Facility	
		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 Chapter 2008 and Section F.2 – Option to Extend the Term of the Contract. The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
	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 <u>1</u> copy to the issuing office.						
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The District intends to achieve the following with Modification 8: A. Incorporate the attached 'Novation Agreement' into the above-referenced contract. Pursuant to 27 DCMR Section 1212 and the terms of the Novation Agreement, the Contractor (Item 8) is hereby changed <u>from</u> Scientific Games International, Inc. (1500 Bluegrass Lakes Parkway Alpharetta, GA 30004) <u>to</u> Scientific Games, Inc. (1500 Bluegrass Lakes Parkway Alpharetta, GA 30004). B. 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) Patrick McHugh, President & CEO			16A. Name of Contracting Officer Dorothy B. Fortune, Esq., CPPO, Drakus Wiggins, CPPB, CPPO or Anthony Stover, CPPO			
15B. Name of Contractor  (Signature of person authorized to sign)		15C. Date Signed 01/14/2022	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed 01/27/2022	

NOVATION AGREEMENT

Scientific Games International, Inc. (Transferor), a Delaware corporation; Scientific Games, Inc. (Transferee), a Delaware corporation; and the District of Columbia, Office of the Chief Financial Officer (Government or OCFO) enter into this Novation Agreement (Agreement), effective January 27, 2022.

(a) The parties agree to the following facts:

- (1) The Government, represented by various Contracting Officers of the OCFO, has entered into a contract with the Transferor, namely: CFOPD-20-C-001B, Instant Ticket Manufacturing Services, and all amendments and modifications thereto. The term “the contract,” as used in this Agreement, means the above contract and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the contract and purchase orders). Included in the term “the contract” are also all modifications made under the terms and conditions of the contract and purchase orders between the Government and the Transferee, prior to, on or after the effective date of this Agreement.
- (2) The Corporate Counsel and Assistant Secretary of the Transferor certified on December 16, 2021, that on July 26, 2021, the Transferee was incorporated and duly formed under the laws of the State of Delaware; the Transferor formed the Transferee to assume all responsibilities of the Transferor in connection with the Transferor’s lottery business, including all responsibilities for the contract; the Transferor is the sole shareholder of the Transferee; the Transferor had and has all requisite corporate power and authority to execute, deliver and perform all documents necessary for and in connection with the formation of the Transferee and the novation of the contract to the Transferee; and that the execution, delivery and performance by the Transferor of all documents for and in connection with the formation of the Transferee, have been duly and validly authorized by all necessary corporate action on the part of the Transferor, and no other corporate proceedings on the part of the Transferor are necessary to authorize the execution, delivery and performance by the Transferor of the novation of the contract to the Transferee.
- (3) The Transferee has acquired all the assets of the Transferor, that is in association with the contract, by virtue of the above certified transfer.
- (4) The Transferee has assumed all obligations and liabilities of the Transferor under the contract by virtue of the contract transfer effected by this Agreement.
- (5) The Transferee is in a position to fully perform all obligations that may exist under the contract.

- (6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contract.
- (7) Evidence of the contract transfer effected by this Agreement has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement—

- (1) The Transferor confirms the transfer to the Transferee and waives any claims and rights against the Government that it now has or may have in the future in connection with the contract. The Government agrees that any and all such claims and rights against the Government are hereby transferred to the Transferee.
- (2) The Transferee agrees to be bound by and to perform the contract in accordance with the conditions contained in the contract. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contract as if the Transferee were the original party to the contract.
- (3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contract, with the same force and effect as if the action had been taken by the Transferee.
- (4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contract and waives any claims and rights against the Transferor that it now has or may have in the future in connection with the contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contract as if the Transferee were the original party to the contract. Following the effective date of this Agreement, the term "Contractor," as used in the contract, shall refer to the Transferee.
- (5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.
- (6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contract, shall be considered to have discharged those parts of the Government's obligations under the contract. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee and shall constitute a complete discharge of the Government's obligations under the contract, to the extent of the amounts paid or reimbursed. Similarly, any goods or services previously provided by the Transferor to the Government, and all other previous actions taken by the Transferor under the contract shall be considered to have discharged those parts of the Transferee obligations under the contract. Any payments and reimbursements made by the Transferor after the date of this Agreement in the name of or to the Government shall have the same force and effect as if made by the Transferee and shall constitute a complete discharge of the Transferee's obligations under the contract, to the extent of the amounts paid or reimbursed.

- (7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contract.
- (8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—
 - (i) Assumes under this Agreement; or
 - (ii) May undertake in the future should the contract be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.
- (9) The contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.
- (10) Nothing in this Agreement shall be construed to relieve the Transferor or the Transferee from compliance with any applicable law or regulation.
- (11) This Agreement shall be governed by the laws of the District of Columbia.
- (12) This Agreement may be executed in counterparts, all of which shall be considered one and the same Agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties.

DISTRICT OF COLUMBIA, OFFICE OF THE CHIEF FINANCIAL OFFICER

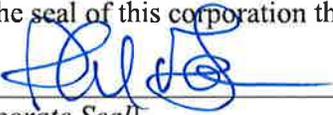
By: 
Name: Drakus Wiggins
Title: Contracting Officer
Date: 01/27/2022

SCIENTIFIC GAMES INTERNATIONAL, INC.

By: 
Name: Patrick McHugh
Title: President & CEO
Date: January 14, 2022

CERTIFICATE

I, Philip J. Bauer, certify that I am the Assistant Secretary Scientific Games International, Inc., that Patrick McHugh, who signed this Agreement for this corporation, was then President and CEO of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of January 14, 2022.

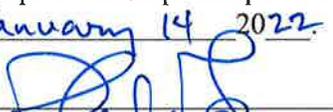
By 
[Corporate Seal]

SCIENTIFIC GAMES, INC.

By: 
Name: Patrick McHugh
Title: President
Date: January 14, 2022

CERTIFICATE

I, Philip J. Bauer, certify that I am the Assistant Secretary of Scientific Games, International, Inc., the sole owner of Scientific Games, Inc., that Patrick McHugh, who signed this Agreement for this corporation, was then President and CEO of Scientific Games, Inc.; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of January 14, 2022.

By 
[Corporate Seal]