
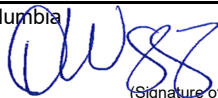


<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. Contract Number CFOPD-20-C-001B		Page of Pages	
				1	And Attachment A
2. Amendment/Modification Number Modification Twelve (12)		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.	
				5. Solicitation Caption Instant Ticket Manufacturing Services	
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 <sup>th</sup> Street, S.W. Suite E620 Washington, D.C. 20024			7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code)  Scientific Games, Inc. 1500 Bluegrass Lakes Parkway Alpharetta, GA 30004 Attn: Phil Bauer – Vice President Corporate Counsel <a href="mailto:phil.bauer@scientificgames.com">phil.bauer@scientificgames.com</a>			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			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					
A. This change order is issued pursuant to (Specify Authority): F					
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:					
X D. Other (Specify type of modification and authority) 1.8 "Changes"					
<b>E. IMPORTANT:</b> 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 Contract is hereby modified as follows:					
A. The following attached Agreement to Print Licensed Games executed between, MDI ENTERTAINMENT, LLC, Scientific Games International Inc., and the District of Columbia is hereby incorporated into the contract:  Game No. DC-1542 "LOTERIA™"					
B. The Contractor shall provide Instant Ticket Printing Services for Game No. DC-1542 "LOTERIA™" in accordance with the Game Specifications attached hereto as "Attachment A". Attachment A is hereby incorporated into the contract.					
C. 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) John Schulz President, Americas & Global Instant Tickets			16A. Name of Contracting Officer Drakus Wiggins, CPPO		
15B. Name of Contractor  (Signature of person authorized to sign)		15C. Date Signed 1-18-2023		16B. District of Columbia  (Signature of Contracting Officer)	
				16C. Date Signed 01/18/2023	

Contract No. CFOPD-20-C-001B  
Modification Twelve (12)

## **Attachment A**

## GAME ACTIVATION AGREEMENT LOTERIA™

THIS GAME ACTIVATION AGREEMENT (this “**CONTRACT**”) is made and entered into this 18th day of January, 2023 by and between the District of Columbia Office of the Chief Financial Officer on behalf of the Office of Lottery and Gaming (the “**LOTTERY**”) with offices at 2235 Shannon Place, S.E., Washington, D.C. 20020, and MDI ENTERTAINMENT, LLC (“**MDI**”), a wholly owned subsidiary of Scientific Games, LLC (“**SG**”), each with offices at 1500 Bluegrass Lakes Parkway, Alpharetta, Georgia 30004.

### RECITALS

WHEREAS, the LOTTERY desires to utilize the name, logos, designs and images of the LOTERIA™ brand in association with a scratch-off instant win lottery game to be conducted by the LOTTERY within the District of Columbia; and

WHEREAS, MDI, through SG, is an exclusive licensee of the Property (as defined below) that the LOTTERY intends to utilize; and

WHEREAS, the LOTTERY desires to enter into this CONTRACT with MDI to utilize the Property upon the terms and conditions as set forth herein; and

WHEREAS, the LOTTERY and SG have entered into an agreement for the production of instant tickets and related services CFOPD-20-C-001B (the “**SG Instant Ticket Contract**”), as modified from time to time, and the purpose of this CONTRACT is to supplement, but not to override, the terms and conditions contained in the SG Instant Ticket Contract.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth and for other good and adequate consideration, the sufficiency of which is acknowledged hereby, and intending to be legally bound, the parties hereto agree as follows.

### 1. PROPERTY

As used herein, the term “**Property**” shall collectively refer to the approved logos, graphics, and images contained in and/or derived from the LOTERIA™ board game, including the logo set forth in Exhibit “A” attached hereto and the individually registered combinations of words and images in the “LOTERIA™” board game, incorporated herein by reference to Exhibit “B” attached hereto. The Property is licensed by Martha Maria Sanchez Quiroz and her exclusive authorized U.S. representative Don Clemente, Inc. (collectively hereinafter “**Licensor**”) through their licensing representative FremantleMedia North America, Inc., subject to the terms and conditions set forth in the license agreement between Don Clemente, Inc. and SG.

MDI, through SG, has been granted an exclusive license to use the Property with scratch-off instant-win lottery tickets in the United States.

Subject to the terms and conditions of this CONTRACT, MDI hereby grants the LOTTERY the non-exclusive right to reproduce, use and make copies of the Property in association with a scratch-off instant-win lottery game to be conducted by the LOTTERY and identified as DC-1542 “LOTERIA™” (the “**Game**”). All rights not specifically granted to the LOTTERY herein are specifically reserved by MDI and/or the Licensor.

## **2. UTILIZATION OF PROPERTY**

- a) Graphic and other creative elements for the Property that may be reproduced and used by the LOTTERY in ticket art designs and related advertising for the Game are limited to the Property as defined in Section 1 above.
- b) The LOTTERY recognizes the great value of the goodwill associated with the Property and acknowledges that the Property and all rights therein and the goodwill pertaining thereto belong exclusively to the Licensor. Upon expiration of this CONTRACT, the LOTTERY shall discontinue any and all use of the Property and sale or distribution of any articles bearing the Property. Notwithstanding the forgoing, that the LOTTERY may continue to display the Property solely for historical, archival, legislative, and regulatory purposes after the termination of this CONTRACT.
- c) The LOTTERY shall submit all artwork and other materials for tickets, advertising, marketing and promotions (including, without limitation, point-of-sale materials and press releases), and any other item that contains or references the Property (all of the foregoing, collectively, the “**Artwork**”) for the Game to MDI for approval. The LOTTERY shall not disseminate any tickets, advertisement, or promotional materials featuring the Property until it has procured MDI’s written approval. MDI and Licensor shall endeavor to approve or disapprove each piece of Artwork within fifteen (15) business days from the time it is submitted to MDI by the LOTTERY. The LOTTERY shall submit all revised Artwork to MDI, and MDI and Licensor shall again endeavor to respond to such resubmission with an additional fifteen (15) business day period. If MDI does not respond to the LOTTERY’s request for approval of Artwork within the aforementioned time periods, the Artwork shall be deemed not approved by MDI. MDI’s approval of, and requests for revision of, Artwork shall be communicated via email, fax or other written documentation.
- d) Neither party will unreasonably withhold its approval of any act or request of the other to which its approval is necessary or desirable; provided, however, that Licensor’s consent to any proposed use of the Property may be granted or withheld at Licensor’s sole discretion. On request, MDI shall provide the LOTTERY with examples of approved promotional material(s) produced by other lotteries that have entered into licensing agreements with MDI for the use of the Property for the sole purpose of providing guidance to the LOTTERY in its creation of the Artwork.

- e) The LOTTERY agrees that all right, title and interest in and to the Property, including, without limitation, all intellectual property rights with respect thereto, and all such rights with respect to Game, Artwork and any other materials incorporating, reproducing or otherwise using intellectual property derived from or based upon the Property (all of the foregoing items, collectively referred to as “**Work Product**”), shall be the sole and exclusive property of Licensor. All Work Product is and shall be “works made for hire” for Licensor under the copyright laws of the United States or analogous provisions of applicable foreign laws. Notwithstanding anything to the contrary, to the extent that any Work Product is not or cannot legally be deemed a work made for hire under applicable law, the LOTTERY hereby unconditionally and irrevocably assigns any rights, title and interest it may have in or to the Work Product to MDI (for further assignment by MDI to Licensor), including but not limited to copyright, trademark and trade dress rights. The LOTTERY further hereby assigns to MDI or waives all moral rights worldwide in and to the Work Product to the maximum extent permitted by law. If necessary to comply with this subsection, the LOTTERY shall obtain from any entities or persons, whether its employees or others, that it engages to create Work Product a comparable full assignment and waiver of all rights so that the foregoing assignments and wavier by the LOTTERY vests in MDI full rights in the Work Product, free of any claims, interests, or rights of other parties. The LOTTERY shall not permit any such entities or persons to obtain or reserve by oral or written agreements any rights as “authors” of such Work Product. At MDI’s request, the LOTTERY agrees to furnish MDI with full information concerning the creation of Work Product and with copies of assignments of rights obtained from other individuals and entities (provided that the LOTTERY may redact provisions of such contracts that are not relevant to such assignment of rights). Notwithstanding any provision in this CONTRACT to the contrary, to the extent not incorporating, derived from or based upon the Property or a derivative work of the Property, nothing herein shall modify the parties’ respective ownership of rights in and to their own intellectual property and derivative works of or from their respective intellectual property.
- f) MDI warrants and represents that it acts as licensee of the Licensor of the Property with respect to the copyright and/or trademark rights thereof and has the full authority to license the use of same to the LOTTERY hereunder.
- g) The LOTTERY represents and warrants that it is duly organized under applicable law and that it has the authority to enter into this CONTRACT.
- h) The LOTTERY represents and warrants that it will comply with all applicable intellectual property laws, rules and regulations in connection with the use of the Property and activities related thereto, pursuant to this CONTRACT.

### **3. TRADEMARK AND OTHER REQUIREMENTS**

- a) The LOTTERY agrees to place a registered trademark (“®”) or trademark (“™”) designation with each use of the Property on the Artwork, as appropriate, or as may otherwise be specified by MDI or the Licensor. The LOTTERY also agrees to place the following notice on the ticket back and ) with each use of the Property on the Artwork, including but not limited to all related marketing materials such as TV, online, digital and social assets (if applicable):

*LOTERIA™/©: Licensed by Don Clemente, Inc. 2023. All Rights Reserved.*

MDI reserves the right to modify trademark requirements prior to final approval of all creative elements.

- b) The LOTTERY shall indicate that the licensing rights for the Property have been obtained from “MDI Entertainment, LLC” in all press releases issued by the LOTTERY for this Game.
- c) MDI and the LOTTERY mutually warrant that any wagering or other gaming activity offered through the Internet or any other electronic media shall be done in full compliance with applicable U.S. and District of Columbia law.
- d) The LOTTERY agrees to place any applicable patent markings on the ticket back as may be required by Licensor or MDI.
- e) At a minimum, the LOTTERY shall provide MDI with the following samples for this Game, as appropriate:
- i. Two (2) books of voided lottery tickets;
  - ii. One (1) digital sample of all point-of-sale and printed advertising pieces;
  - iii. One (1) digital sample of all TV and/or radio advertising; and
  - iv. One (1) digital sample of all retailer sell-in and related communications materials.

#### **4. TICKET QUANTITY**

Three hundred sixty thousand (360,000) tickets

#### **5. PRICE POINT**

Three dollars (\$3.00)

#### **6. SALES PERIOD**

Public sales to begin on or about March 1, 2023

## **7. POTENTIAL SALES**

One million eighty thousand dollars (\$1,080,000.00)

## **8. FEES**

A license fee (“**License Fee**”) shall be paid by the LOTTERY to MDI for the use of the Property licensed hereunder, equivalent to two percent (2%) of Potential Sales, but shall be invoiced on the delivered quantity of Game tickets.

## **9. PAYMENT**

MDI shall invoice the LOTTERY approximately twenty-one thousand six hundred dollars (\$21,600) for the License Fee upon delivery of the Game to the LOTTERY’s warehouse. The actual amount of the invoice for the License Fee will be based on the actual number of Game tickets delivered to the LOTTERY. The LOTTERY shall remit payment to MDI for such invoice within thirty (30) days after the LOTTERY’s receipt of such invoice.

## **10. MARKETING SUPPORT**

MDI shall provide the LOTTERY with support in designing the Artwork, including the Game ticket and related materials, at no additional cost to the LOTTERY.

## **11. TERM**

The term of this CONTRACT shall commence on the date first written above and expire on the last day for claiming prizes for the Game as established by the LOTTERY. The parties acknowledge that all Game tickets and promotional material must be printed by June 30, 2024 and delivered to the LOTTERY or to a third-party distribution center in its jurisdiction by December 31, 2024. For clarity, use of the Property for Game-related informational Internet activity and sales claims may extend beyond December 31, 2024.

## **12. COMPLIANCE WITH DISTRICT OF COLUMBIA LAW**

MDI shall provide all supplies and services under this CONTRACT in accordance with the laws of the District of Columbia.

## **13. FORCE MAJEURE**

A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. As herein used, “**Force Majeure**” means an act of God or public enemy, to include acts of terrorism, earthquake, fire, flood, explosion, epidemic, pandemic, quarantine restriction, strikes, freight embargoes or closure of all major access roads to a geographic area, action of the elements, governmental interference, rationing or any

other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, a party is unable to control.

MDI shall not be liable for any delay in or failure of performance under the CONTRACT due to a Force Majeure occurrence provided that MDI shall use reasonably diligent efforts to avoid or otherwise minimize the impact of an event of Force Majeure on MDI's performance. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of the cause(s) of such delay or failure shall extend the period for performance to such extent as determined to be necessary to enable complete performance by MDI if reasonable diligence is exercised after the cause of delay or failure has been removed.

#### **14. NOTICE**

The parties agree that all notices given pursuant to the terms of this CONTRACT shall be sufficient if made in writing and sent by facsimile or courier service with receipt acknowledged to the appropriate party. All other communications shall be sufficient if made in writing and mailed certified mail, first class postage prepaid, return receipt requested. Any such notice or communication shall be sent to the following addresses or such other addresses as may be designated from time to time by the parties in writing:

- a) As to MDI/SG:  
Kyle Rogers  
Vice President, North American Instant Products  
Scientific Games, LLC  
1500 Bluegrass Lakes Parkway  
Alpharetta, GA 30004  
Fax: (770) 772-7674
  
- b) As to the LOTTERY:  
Frank Suarez  
Executive Director  
D.C. Lottery & Charitable Games Control Board  
2235 Shannon Place, S.E.  
Washington, D.C. 20020  
Fax: (202) 645-8000

and to:  
Dorothy Whisler Fortune  
Director  
OCFO Office of Contracts  
1100 4th Street, SW  
Suite E620  
Washington, DC 20024



**15. APPLICABLE LAW**

This CONTRACT shall be construed and performed in accordance with the laws of the District of Columbia.

**16. SEVERABILITY**

If a court of competent jurisdiction determines any portion of this CONTRACT to be invalid, it shall be severed and the remaining portion of this CONTRACT shall remain in effect.

**17. ASSIGNMENT**

Except and to the extent set forth herein the LOTTERY shall not have the right to assign or sublicense its rights under this CONTRACT by operation of law.

**18. CONFLICTS BETWEEN THIS CONTRACT AND THE SG INSTANT TICKET CONTRACT**

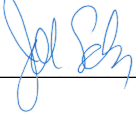
The purpose of this CONTRACT is to supplement, but not to override, the terms and conditions contained in the SG Instant Ticket Contract CFOPD-20-C-001B. All of the terms and conditions of the SG Instant Ticket Contract, specifically including but not limited to, terms and conditions relating to intellectual property, second chance drawing and prize fulfillment, are incorporated into and made a part of this CONTRACT for all purposes. If there is any conflict between the terms and conditions of this CONTRACT and the terms and conditions of the SG Instant Ticket Contract, the terms and conditions of the SG Instant Ticket Contract CFOPD-20-C-001B shall prevail and control.

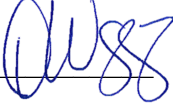
**{SIGNATURE PAGE FOLLOWS}**

The parties hereto have executed this CONTRACT on the date first written above.

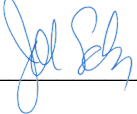
**MDI ENTERTAINMENT, LLC**

**DISTRICT OF COLUMBIA OFFICE  
OF THE CHIEF FINANCIAL OFFICER  
ON BEHALF OF THE OFFICE OF  
LOTTERY & CHARITABLE GAMES**

By:  KTE  
Title: President, Americas & Global Instant Tickets  
Date: 1-18-2023

By: Drakus Wiggins   
Title: Contracting Officer  
Date: 01/18/2023

**SCIENTIFIC GAMES, LLC**

By:  KTE  
Title: President, Americas & Global Instant Tickets  
Date: 1-18-2023

**EXHIBIT A  
LOTERIA PROPERTY**



**EXHIBIT B**  
**LOTERIA PROPERTY**

Word Elements of Trademark / English Translation	U.S. Trademark Registration Number
EL GALLO / THE ROOSTER	US REG. NO. 3139432
LA DAMA / THE LADY	US REG. NO. 2980464
EL PARAGUAS / THE UMBRELLA	US REG. NO. 2980462
LA SIRENA / THE MERMAID	US REG. NO. 2839906
LA ESCALERA / THE LADDER	US REG. NO. 2959058
EL BARRIL / THE BARREL	US REG. NO. 2956553
EL ARBOL / THE TREE	US REG. NO. 2871196
EL MELON / THE MELON	US REG. NO. 2866355
EL GORRITO / THE BONNET	US REG. NO. 2873956
LA PERA / THE PEAR	US REG. NO. 2866357
EL BANDOLON / THE BIG MANDOLIN	US REG. NO. 2980466
EL VIOLONCELLO / THE CELLO	US REG. NO. 2980461
LA GARZA / THE HERON	US REG. NO. 2956554
EL PAJARO / THE BIRD	US REG. NO. 2904380
LA MANO / THE HAND	US REG. NO. 2839898
LA BOTA / THE BOOT	US REG. NO. 2969255
LA LUNA / THE MOON	US REG. NO. 2839905
EL COTORRO / THE PARROT	US REG. NO. 2871233
LA SANDIA / THE WATERMELON	US REG. NO. 2868963
EL TAMBOR / THE DRUM	US REG. NO. 2873958
EL CAMARON / THE SHRIMP	US REG. NO. 2871199
LAS JARAS / THE ARROWS	US REG. NO. 2873955
EL MUSICO / THE MUSICIAN	US REG. NO. 2890938
LA ARAÑA / THE SPIDER	US REG. NO. 2871200
LA ESTRELLA / THE STAR	US REG. NO. 3147917
EL CAZO / THE SAUCEPAN	US REG. NO. 2839904
EL MUNDO / THE WORLD	US REG. NO. 2868965
EL NOPAL / THE CACTUS	US REG. NO. 2673824
EL ALACRAN / THE SCORPION	US REG. NO. 3144540
LA ROSA / THE ROSE	US REG. NO. 2836243
LA CAMPANA / THE BELL	US REG. NO. 2868880
EL CANTARITO / THE PITCHER	US REG. NO. 2653355
EL VENADO / THE DEER	US REG. NO. 2871195
EL SOL / THE SUN	US REG. NO. 2890939
LA CORONA / THE CROWN	US REG. NO. 2901308

Word Elements of Trademark / English Translation	U.S. Trademark Registration Number
LA CHALUPA / THE CANOE	US REG. NO. 2876667
EL PINO / THE PINE	US REG. NO. 2969261
EL PESCADO / THE FISH	US REG. NO. 2975222
LA PALMA / THE PALM TREE	US REG. NO. 3016706
LA MACETA / THE FLOWERPOT	US REG. NO. 2871194
EL ARPA / THE HARP	US REG. NO. 2956552
LA RANA / THE FROG	US REG. NO. 2873957