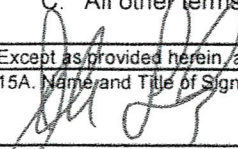
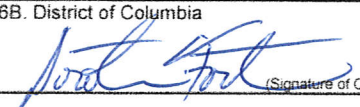


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CFOPD-15-C-014B		Page of Pages	
				1	1 plus Attachments
2. Amendment/Modification Number Modification Number One		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.	
				5. Solicitation Caption Instant Ticket Services	
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E610 Washington, D.C. 20024			7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code) Scientific Games 1500 Bluegrass Lakes Parkway Alpharetta, GA 30004 Phil Bauer (p) 770-663-6783 Phil.Bauer@scientificgames.com Code _____ Facility _____			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			10A. Modification of Contract/Order No. X CFOPD-15-C-014B		
			10B. Dated (See Item 13) December 2, 2014		
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"					
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 Contract is hereby modified as follows: A. Section C.25 "Licensed Product Games and Associated Services" is hereby incorporated into the contract as Attachment A. B. The following attached Game Activation Agreements executed between MDI Entertainment, LLC, Scientific Games International Inc., and the District of Columbia are hereby incorporated into the contract: Betty Boop™ AMC® The Walking Dead® NBA Washington Wizards 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)			16A. Name of Contracting Officer		
			Dorothy B. Fortune, Esq., CPPO		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
SG		8/12/15			8/13/2015
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

Attachment A

C.25 Licensed Product Games and Associated Services

(a) Licensed Product Instant Ticket Games

- (1) A Licensed Product Instant Ticket Game is an instant ticket game offered by Scientific Games that features an iconic look or unique playstyle, the rights of which are owned by Scientific Games and offered for use by the D.C. Lottery and Charitable Games Control Board (DCLB) for a fee.
- (2) At the direction of the COTR, Scientific Games shall provide Licensed Product Instant Ticket Games to the DCLB. Scientific Games shall obtain, maintain and pay for all necessary licenses and permissions required in order for the DCLB to advertise, market and sell the licensed product games.
- (3) Licensed Product Instant Ticket Games shall be ordered utilizing a Game Activation Agreement signed by the Contracting Officer for the Office of the Chief Financial Officer of the District of Columbia (Contracting Officer) and an authorized representative of Scientific Games. The Game Activation Agreement, at a minimum, shall include the following items:
 - (A) A listing and description of the intellectual property associated with the Licensed Product Instant Ticket Game.
 - (B) A description of how the intellectual property associated with the Licensed Product Instant Ticket Game may be used and description of any limitations of use of said intellectual property.
 - (C) The number of instant tickets to be produced in association with the Licensed Product Instant Ticket Game.
 - (D) The price point for the Licensed Product Instant Ticket Game.
 - (C) The authorized sales period for the Licensed Product Instant Ticket Game.
 - (D) The total license fee associated with the Licensed Product Instant Ticket Game.
 - (E) The total of all other fees (in addition to the license fee) that may be associated with the Licensed Product Instant Ticket Game.
 - (F) A statement indicating the purpose of Game Activation Agreement is to supplement, but not to override, the terms and conditions contained in the Scientific Games Instant Ticket Contract CFOPD-

15-C-014B. All of the terms and conditions of the Scientific Games 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 Game Activation Agreement for all purposes. If there is any conflict between the terms and conditions of this Game Activation Agreement and the terms and conditions of the Scientific Games Instant Ticket Contract, the terms and conditions of the Scientific Games Instant Ticket Contract CFOPD-15-C-014B shall prevail and control.

(b) Internet Web Sites Associated With Licensed Product Games

- (1) At the direction of the COTR, Scientific Games shall provide a secure promotional internet web site for the purpose of accepting entries for second chance drawings associated with instant ticket games, products or concepts. Scientific Games is authorized to use MDI, Scientific Games' wholly owned subsidiary to provide the products, systems and services contemplated under this Modification.
- (2) All software used to create the interface with the user – meaning the homepage and other associated web pages, original artwork and related created materials shall be considered works for hire and remain property of the DCLB.
- (3) The web site shall provide the required functionality to provide non-winning instant ticket holders with the option to register on-line for second chance drawings. The web site shall also provide other promotional and informational elements related to the instant ticket game, product or concept. Such promotional and informational elements shall be specified in the Working Papers for the associated instant ticket game, product or concept.
- (4) The architecture of the web site must include implementation of back up servers to be utilized in the event the main servers become unavailable.
- (5) The date when web site must be submitted to the DCLB for acceptance testing shall be specified in the Scientific Games' Working Papers for the associated instant ticket game, product or concept.
- (6) The date when web site must be operational shall be specified in the Working Papers for the associated instant ticket game, product or concept.
- (7) Creation of secure entry accounts.
 - (A) Each entry account record shall, at a minimum, include the following information:

- (i) Each entry account shall require entrant contact information (first name, last name, email address, street address, city, state, country, birth date, daytime phone, and evening phone).
 - (ii) Each entry account shall require players to register log-in information (e-mail address and password) in order to gain access to their personal account information.
 - (B) Entry accounts shall be password protected.
 - (C) The web site shall provide the required functionality to allow entrants to update their personal account information.
 - (D) The web site shall provide the required functionality to allow entrants to opt out of the database.
- (8) Method of Entry via the web site
- (A) The web site shall provide entrants with the ability to participate in second chance drawings by entering a unique prize validation code.
 - (B) All entries must be validated in real time and retained in a dedicated, secure transaction database.
 - (C) The web site shall provide entrants with the ability to check entries by having the entry information appear on the web page with the date it was submitted.
 - (D) The web site shall provide entrants with the ability to delete entries prior to drawing deadline.
 - (E) Scientific Games shall utilize the Hashed Validation Code (developed by Scientific Games' and MDI's Programming Division) system of recoding I-net entries.
- (9) The web site shall include web pages on which players can obtain the following information:
- (A) How to play instructions for the instant ticket game.
 - (B) Prizes associated with the game.
 - (C) The names and hometowns of prize winners.
 - (D) Rules and procedures relating to the second chance drawing.

- (10) The Web site must include a page on which entrants obtain help with problems related to the entry website.
 - (A) Scientific Games shall provide staff to manage and respond to submitted questions.
 - (B) All questions must be responded to by the end of the next business day after submission of the question by the entrant.
 - (C) The DCLB shall designate one or more agency staff persons to be blind copied on player e-mailed questions and Scientific Games' responses to those questions.

(c) Drawing Services Associated with Licensed Product Games

- (1) Second chance drawings will be conducted on behalf of the DCLB by Scientific Games in conjunction with licensed property games provided to the DCLB by Scientific Games or MDI and shall be conducted in accordance with rules and drawing procedures agreed to by the DCLB and Scientific Games and contained in the Working Papers for the instant ticket game, product or concept. At a minimum the drawing procedures shall address the following requirements:
 - (A) Drawing dates.
 - (B) Winning methodology.
 - (C) Requirements for qualified entries.
 - (D) Secure storage of mail-in entries.
 - (E) Second chance procedures and entry validation verification processes to include:
 - (i) Ticket verification of internet entries.
 - (ii) Ticket verification of winning mail entries.
 - (iii) Non-dual entry verification of winning tickets.
 - (iv) Stolen ticket check.
 - (F) Required pre-drawing activity.
 - (G) Initial drawing activity-population selection requirements.
 - (H) Requirements for the selection of alternates, if any.
 - (I) Selection of Grand Prize Winner(s).

(2) Drawing Requirements

(A) Required Drawing Personnel

- (i) Drawing Manager. The drawing manager is an employee of MDI who shall supervise all activity relative to each drawing.
- (ii) Drawing Volunteers. Drawing volunteers are individuals designated by the Drawing Manager who will conduct the drawings as outlined in the agreed upon procedures. These individuals shall be employees of MDI unless otherwise approved by the DCLB's Contracting Officer's Technical Representative (COTR).
- (iii) Drawing Auditor. The drawing auditor is an individual representing an independent CPA firm who shall audit all drawings. The CPA firm will certify that the Drawing Requirements described in the game's Working Papers were followed and will note any exceptions to the specified procedures in their report. The certification will be in the form of a report provided by the firm to be sent directly to the COTR within ten (10) business days following the drawing. The name of the selected CPA firm shall be included in the Working Papers for the instant ticket game, product or concept and the use of such audit firm is subject to the approval of the COTR. The DCLB may approve an alternative CPA firm as determined necessary by the DCLB.
- (iv) DCLB Witness. The DCLB reserves the right to witness any and all drawing processes related to the associated instant ticket game, product or concept.
- (v) Other Witnesses. Any individual who desires to witness a drawing shall be permitted to do so upon prior approval, in writing, by the DCLB. These witnesses shall serve no official purpose in a drawing. An attendance log will be kept by Scientific Games and sent to the DCLB COTR.

(B) Drawing Location

- (i) All second chance drawings shall take place at the offices of Scientific Games, located at 1500 Bluegrass Lakes Pkwy., Alpharetta, GA 30004.

- (ii) With the written consent of COTR, any drawing may be held at another location mutually agreeable to Scientific Games and the DCLB.

(d) Prize Fulfillment Associated with Licensed Product Games

- (1) Scientific Games shall provide complete fulfillment of all prizes, trips or merchandise offered relating to second chance drawings conducted under this Modification. Fulfillment requirements shall be specified in the Working Papers for the associated instant ticket game, product or concept.
- (2) Scientific Games shall bear all risk of loss or of damage to the prize until the prize winner has received, inspected and accepted the prize, at which point the risks shall pass to the prize winner except for latent defects, which shall be covered the manufacturer's warranty, express or implied.
- (3) In the event the winner's merchandise is delivered either damaged or defective, Scientific Games shall immediately replace the damaged or defective merchandise at no cost to the DCLB. Scientific Games shall deliver the replacement merchandise to the winner within ten (10) business days of receipt of notice (from the DCLB or the winner) of the defective or damaged merchandise.
- (4) Scientific Games will strictly adhere to the drawing and fulfillment procedures as agreed upon by both DCLB and Scientific Games and contained in the Working Papers of the associated instant ticket game, product or concept.
- (5) Scientific Games shall return to the DCLB, at no additional cost, all leftover merchandise not distributed or claimed during the promotion or claiming period no later than ninety (90) days after the final drawing.
- (6) Within sixty (60) days of the end of the promotion, Scientific Games shall provide the DCLB an accounting of all prizes, including the names and addresses of all winners and the prizes they won, an accounting of all winners for whom all attempts to locate were unsuccessful and the steps taken to locate the winner and the name and address of the entrant selected to replace such winner, and an accounting of all winners who complained regarding missing or damage merchandise and how the complaints were resolved.
- (7) At the DCLB's request, Scientific Games shall transmit to the DCLB, a database file of the merchandise winners and or contestants for each second chance drawing. The database will include the name and address of winners, or participants and prize item and shipping date, if applicable.
- (8) The DCLB retains the right to monitor the fulfillment process and contact Scientific Games to discuss any reported problems with fulfillment and

request possible solutions. Scientific Games shall provide possible solutions in writing within ten (10) business days.

- (9) Scientific Games shall provide prize winners with a toll-free customer service hotline number to answer any questions pertaining to the second chance drawing and contest.
- (e) Right to Additionally Audit. At the DCLB's option and expense, the DCLB shall have the right to additionally audit all security procedures relating to all aspects of any second chance drawing conducted under this Modification. This provision is in addition to any audit rights the DCLB may already possess under the Contract.
- (f) Effective Date. This Amendment shall not be effective until signed by the Contracting Officer for the Office of the Chief Financial Officer.
- (g) Except as amended hereby, all of the terms of the Contract remain in full force and effect.

**MULTI-GAME ACTIVATION AGREEMENT
BETTY BOOP™**

THIS MULTI-GAME ACTIVATION AGREEMENT (this “**CONTRACT**”) is made and entered into this 11th day of August 2015 by and between D.C. LOTTERY & CHARITABLE GAMES CONTROL BOARD, (the “**LOTTERY**”) an independent agency of the District of Columbia Government and one of the cluster of District agencies that functions under the direction of the Office of the Chief Financial Officer, with offices at 2235 Shannon Place, S.E., Washington, D.C. 20020, and MDI ENTERTAINMENT, LLC (“**MDI**”), a wholly owned subsidiary of Scientific Games International, Inc. (“**SGI**”), each with offices at 1500 Bluegrass Lakes Parkway, Alpharetta, Georgia 30004.

RECITALS

WHEREAS, the LOTTERY desires to utilize certain names, likenesses and visual representations of the Betty Boop™ brand in association with scratch-off instant win lottery games to be conducted by the LOTTERY within the District of Columbia; and

WHEREAS, MDI is a 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 SGI have entered into an agreement for the production of instant tickets and related services CFOPD-15-C-014B (the “**SGI Instant Ticket Contract**”) and the purpose of this CONTRACT is to supplement, but not to override, the terms and conditions contained in the SGI 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**” or “**Properties**” shall individually and collectively refer to the approved names, logos, symbols, emblems, characters, artwork, depictions, illustrations, labels, indicia, trade dress, likenesses, visual representations, trademarks and various Betty Boop™ sound effects or audio components, including “Boop Oop-A-Doop™,” of any type associated with the Betty Boop™ brand licensed by Hearst Holding, Inc., King Features Syndicate Division (the “**Licensor**”), which trademark(s) MDI represents for use with scratch-off tickets for lottery games.

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 scratch-off instant-win lottery games to be conducted by the LOTTERY and identified as DC-1298 \$1 "Betty Boop™", DC-1299 \$2 "Betty Boop™", DC-1300 \$5 "Betty Boop™" and DC-1301 \$10 "Betty Boop™" (the "Games"). 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 Games are limited to the following:
 - i. the Property as defined above;
 - ii. the Betty Boop™ trademark; and
 - iii. various Betty Boop™ sound effects, including "Boop Oop-A-Doop™". Betty Boop has an exclusively approved "voice," and in the event that the LOTTERY desires to use the approved Betty Boop "voice," sound effects or other audio components relating to Betty Boop™ (hereinafter collectively "Audio") in association with the sale, marketing, advertising and promotion of the Games, MDI will, upon the LOTTERY's written request, provide the LOTTERY with the contact information of the talent designated by the Licensor to provide such Audio. Said talent designated by the Licensor shall be the sole provider of Audio that the Licensor will approve for use in association with the sale, marketing, advertising and promotion of the Games. The LOTTERY may not use any Betty Boop™ sound effects without using the approved Audio.
- 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.
- c) The LOTTERY shall submit all artwork and other materials for tickets, point-of-sale, advertising, marketing and promotional materials (collectively the "Artwork") to MDI for approval. The LOTTERY shall not disseminate any tickets, advertisement or promotion until it has procured MDI's written approval. MDI shall have fifteen (15) business days to approve in writing each piece of Artwork or return the Artwork to the LOTTERY for revision. The LOTTERY shall submit any such revised Artwork to MDI, and MDI shall have up to an additional fifteen (15) business days to approve all such revised Artwork or return the Artwork to the LOTTERY for further revision. If MDI does not return the 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) 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.
- f) 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 with each use of the Property on the Artwork:

© 2015 King Features Syndicate, Inc./Fleischer Studios, Inc. ™ Hearst Holdings, Inc./Fleischer Studios, Inc. www.bettyboop.com and www.bettyboopstore.com

The Betty Boop™ trademark logo indicated below must also be placed on the back of the ticket next to the above-identified notice.



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 the Games.
- 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 the Games, as appropriate:
 - i. Five (5) books of voided lottery tickets;
 - ii. Ten (10) samples of all point-of-sale and printed advertising pieces;
 - iii. Two (2) dubs of all TV and/or radio advertising;
 - iv. Six (6) samples of all out of home advertising; and
 - v. Six (6) samples of all retailer sell-in and related communications materials.
- f) The LOTTERY represents and warrants that it is duly organized under applicable law and that it has the authority to enter into this CONTRACT.

4. PRICE POINTS AND TICKET QUANTITIES

One dollar (\$1.00); three hundred sixty thousand (360,000) tickets

Two dollars (\$2.00); two hundred thousand (200,000) tickets

Five dollars (\$5.00); one hundred sixty thousand (160,000) tickets

Ten dollars (\$10.00); one hundred thousand (100,000) tickets

5. SALES PERIOD

Public sales to begin on or about November, 2015 for all Games.

6. POTENTIAL SALES

One dollar (\$1.00) price point; three hundred sixty thousand dollars (\$360,000)

Two dollars (\$2.00) price point; four hundred thousand dollars (\$400,000)

Five dollars (\$5.00) price point; eight hundred thousand dollars (\$800,000)

Ten dollars (\$10.00) price point; one million dollars (\$1,000,000)

7. LICENSE FEE

The license fee (“**License Fee**”) for the use of the Property licensed hereunder shall be as follows:

One dollar (\$1.00) price point; there shall be no License Fee charged to the LOTTERY by MDI for this Game in consideration of the LOTTERY producing the other three Games utilizing the Property.

Two dollars (\$2.00) price point; 1.5% License Fee; six thousand dollars (\$6,000.00)

Five dollars (\$5.00) price point; 1.75% License Fee; fourteen thousand dollars (\$14,000.00)

Ten dollars (\$10.00) price point; 1.75% License Fee; seventeen thousand five hundred dollars (\$17,500,000)

8. PAYMENT

MDI shall invoice the LOTTERY for the License Fee in the amount of thirty-seven thousand five hundred dollars (\$37,500.00) on the date of the launch of the Games. The LOTTERY shall remit payment to MDI for such invoice within thirty (30) days after the LOTTERY’s receipt of such invoice.

9. MARKETING SUPPORT

- a) MDI shall provide the the LOTTERY with assistance in designing the Artwork, the Games’ tickets and related materials, at no additional cost to the LOTTERY.
- b) MDI shall provide the LOTTERY with three thousand dollars (\$3,000.00) in marketing support consisting of Property branded merchandise to be shipped to the LOTTERY prior to Game launch for the LOTTERY’s promotional use.

10. 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 Games as established by the LOTTERY.

11. 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.

12. 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, 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.

13. 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:
Kyle Rogers
Executive Vice President
1500 Bluegrass Lakes Parkway
Alpharetta, GA 30004
Fax: (770) 772-7674

- b) As to the LOTTERY:
Tracey Cohen
Interim 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 E610
Washington, DC 20024

14. APPLICABLE LAW

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

15. SEVERABILITY

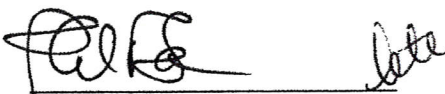
If a court of competent jurisdiction determines any portion of this CONTRACT to be invalid, it shall be severed and the remaining portion of this CONTRACT shall remain in effect.

16. CONFLICTS BETWEEN THIS CONTRACT AND THE SGI INSTANT TICKET CONTRACT


The purpose of this CONTRACT is to supplement, but not to override, the terms and conditions contained in the SGI Instant Ticket Contract CFOPD-15-C-014B. All of the terms and conditions of the SGI 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 SGI Instant Ticket Contract, the terms and conditions of the SGI Instant Ticket Contract CFOPD-15-C-014B shall prevail and control.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the date first written above.

MDI ENTERTAINMENT, LLC

By: 
Title: VP Corporate Counsel
Date: 8/11/15

**DISTRICT OF COLUMBIA OFFICE
OF THE CHIEF FINANCIAL OFFICER
ON BEHALF OF THE D.C. LOTTERY
& CHARITABLE GAMES CONTROL
BOARD**

By: 
Title: Director, OC
Date: 8/11/15

**SCIENTIFIC GAMES
INTERNATIONAL, INC.**

By: _____

Title: _____

Date: _____

[Handwritten Signature]
[Handwritten Signature]
SVP, Instant Products

8/10/2015

**GAME ACTIVATION AGREEMENT
AMC® THE WALKING DEAD®**

THIS GAME ACTIVATION AGREEMENT (this “**CONTRACT**”) is made and entered into this 11th day of August 2015 by and between D.C. LOTTERY & CHARITABLE GAMES CONTROL BOARD, (the “**LOTTERY**”) an independent agency of the District of Columbia Government and one of the cluster of District agencies that functions under the direction of the Office of the Chief Financial Officer, with offices at 2235 Shannon Place, S.E., Washington, D.C. 20020, and MDI ENTERTAINMENT, LLC (“**MDI**”), a wholly owned subsidiary of Scientific Games International, Inc. (“**SGI**”), each with offices at 1500 Bluegrass Lakes Parkway, Alpharetta, Georgia 30004.

RECITALS

WHEREAS, the LOTTERY desires to utilize certain names, likenesses and visual representations of the television series AMC® The Walking Dead® in association with a scratch-off instant win lottery game to be conducted by the LOTTERY within the District of Columbia; and

WHEREAS, MDI is a 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 SGI have entered into an agreement for the production of instant tickets and related services CFOPD-15-C-014B (the “**SGI Instant Ticket Contract**”) and the purpose of this CONTRACT is to supplement, but not to override, the terms and conditions contained in the SGI 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**” or “**Properties**” shall individually and collectively refer to the approved names, logos, symbols, emblems, characters, artwork, depictions, illustrations, labels, indicia, trade dress, likenesses, visual representations and trademarks of any type associated with the live action television series AMC® The Walking Dead® licensed by AMC Film Holdings LLC (the “**Licensor**”), which trademark(s) MDI represents for use with scratch-off tickets for lottery games.

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-1297 "AMC® The Walking Dead®" (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 following:
 - i. the Property as defined above; and
 - ii. the trademark AMC® - The Walking Dead®.
- 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.
- c) The LOTTERY shall submit all artwork and other materials for tickets, point-of-sale, advertising, marketing and promotional materials (collectively the "Artwork") to MDI for approval. The LOTTERY shall not disseminate any tickets, advertisement or promotion until it has procured MDI's written approval. MDI shall have fifteen (15) business days to approve in writing each piece of Artwork or return the Artwork to the LOTTERY for revision. The LOTTERY shall submit any such revised Artwork to MDI, and MDI shall have up to an additional fifteen (15) business days to approve all such revised Artwork or return the Artwork to the LOTTERY for further revision. If MDI does not return the 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) 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.
- f) 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 with each use of the Property on the Artwork:

The Walking Dead © 2015 AMC Film Holdings LLC. 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. Five (5) books of voided lottery tickets;
 - ii. Ten (10) samples of all point-of-sale and printed advertising pieces;
 - iii. Two (2) dubs of all TV and/or radio advertising;
 - iv. Six (6) samples of all out of home advertising; and
 - v. Six (6) samples of all retailer sell-in and related communications materials.
- f) The LOTTERY represents and warrants that it is duly organized under applicable law and that it has the authority to enter into this CONTRACT.

4. TICKET QUANTITY

Two hundred forty thousand (240,000) tickets

5. PRICE POINT

Two dollars (\$2.00)

6. SALES PERIOD

Public sales to begin on or about October 7, 2015

7. POTENTIAL SALES

Four hundred eighty thousand dollars (\$480,000.00)

8. LICENSE FEE

The license fee (“**License Fee**”) for the use of the Property licensed hereunder shall be eight thousand four hundred dollars (\$8,400.00).

9. PAYMENT

MDI shall invoice the LOTTERY for the License Fee in the amount of eight thousand four hundred dollars (\$8,400.00) on the date of the launch of the Game. 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 the LOTTERY with assistance in designing the Artwork, 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.

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, 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:
Kyle Rogers
Executive Vice President
1500 Bluegrass Lakes Parkway
Alpharetta, GA 30004
Fax: (770) 772-7674

- b) As to the LOTTERY:
Tracey Cohen
Interim Director
D.C. Lottery & Charitable Games Control Board
2235 Shannon Place, SE
Washington, D.C. 20020
Fax: (202) 645-8000

and to:

Dorothy Whisler Fortune
Director
OCFO Office of Contracts
1100 4th Street, SW
Suite E610
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. CONFLICTS BETWEEN THIS CONTRACT AND THE SGI INSTANT TICKET CONTRACT

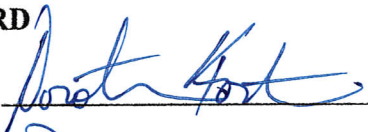
The purpose of this CONTRACT is to supplement, but not to override, the terms and conditions contained in the SGI Instant Ticket Contract CFOPD-15-C-014B. All of the terms and conditions of the SGI Instant Ticket Contract, specifically including but not limited to, terms and conditions relating to intellectual 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 SGI Instant Ticket Contract, the terms and conditions of the SGI Instant Ticket Contract shall prevail and control.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the date first written above.

MDI ENTERTAINMENT, LLC

By:  *date*
Title: VP Corporate Counsel
Date: 8/11/15

**DISTRICT OF COLUMBIA OFFICE
OF THE CHIEF FINANCIAL OFFICER
ON BEHALF OF THE D.C. LOTTERY
& CHARITABLE GAMES CONTROL
BOARD**

By: 
Title: Director, OC
Date: 8/11/15

SCIENTIFIC GAMES
INTERNATIONAL, INC.

By: _____

Title: SVP, Instant Products

Date: 8/10/2015

**GAME ACTIVATION AGREEMENT
WASHINGTON WIZARDS**

THIS GAME ACTIVATION AGREEMENT (this “**CONTRACT**”) is made and entered into this 11th day of August 2015 by and between D.C. LOTTERY & CHARITABLE GAMES CONTROL BOARD, (the “**LOTTERY**”) an independent agency of the District of Columbia Government and one of the cluster of District agencies that functions under the direction of the Office of the Chief Financial Officer, with offices at 2235 Shannon Place., S.E., Washington, D.C. 20020, and MDI ENTERTAINMENT, LLC (“**MDI**”), a wholly owned subsidiary of Scientific Games International, Inc. (“**SGI**”), each with offices at 1500 Bluegrass Lakes Parkway, Alpharetta, Georgia 30004.

RECITALS

WHEREAS, the LOTTERY desires to utilize certain names, likenesses and visual representations of the NBA and Washington Wizards brands in association with a scratch-off instant win lottery game to be conducted by the LOTTERY within the District of Columbia; and

WHEREAS, MDI is a 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 SGI have entered into an agreement for the production of instant tickets and related services CFOPD-15-C-014B (the “**SGI Instant Ticket Contract**”) and the purpose of this CONTRACT is to supplement, but not to override, the terms and conditions contained in the SGI 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**” or “**Properties**” shall individually and collectively refer to the approved names, logos, symbols, emblems, characters, artwork, depictions, illustrations, labels, indicia, trade dress, likenesses, visual representations and trademarks of any type associated with the National Basketball Association (“**NBA**”) and the Washington Wizards licensed by NBA Properties, Inc. (the “**Licensor**”), which trademark(s) MDI represents for use with scratch-off tickets for lottery games.

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-1279 "Washington Wizards" (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 following:
 - i. the Property as defined above; and
 - ii. the NBA and Washington Wizards trademarks and logos.
- 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.
- c) The LOTTERY shall submit all artwork and other materials for tickets, point-of-sale, advertising, marketing and promotional materials (collectively the "Artwork") to MDI for approval. The LOTTERY shall not disseminate any tickets, advertisement or promotion until it has procured MDI's written approval. MDI shall have fifteen (15) business days to approve in writing each piece of Artwork or return the Artwork to the LOTTERY for revision. The LOTTERY shall submit any such revised Artwork to MDI, and MDI shall have up to an additional fifteen (15) business days to approve all such revised Artwork or return the Artwork to the LOTTERY for further revision. If MDI does not return the 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) 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.
- f) 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 with each use of the Property on the Artwork:

© 2015 NBA Properties, Inc.

and

NBA.COM

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. Five (5) books of voided lottery tickets;
 - ii. Ten (10) samples of all point-of-sale and printed advertising pieces;
 - iii. Two (2) dubs of all TV and/or radio advertising;
 - iv. Six (6) samples of all out of home advertising; and

- v. Six (6) samples of all retailer sell-in and related communications materials.
- f) The LOTTERY represents and warrants that it is duly organized under applicable law and that it has the authority to enter into this CONTRACT.

4. TICKET QUANTITY

Three hundred thousand (300,000) tickets

5. PRICE POINT

Five dollars (\$5.00)

6. SALES PERIOD

Public sales to begin on or about October 7, 2015

7. POTENTIAL SALES

One million five hundred thousand dollars (\$1,500,000.00)

8. LICENSE FEE

The license fee (“**License Fee**”) for the use of the Property licensed hereunder shall be thirty thousand dollars (\$30,000.00).

9. PAYMENT

MDI shall invoice the LOTTERY for the License Fee in the amount of thirty thousand dollars (\$30,000.00) on the date of the launch of the Game. 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 the LOTTERY with assistance in designing the Artwork, 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.

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, 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:
Kyle Rogers
Executive Vice President
1500 Bluegrass Lakes Parkway
Alpharetta, GA 30004
Fax: (770) 772-7674

- b) As to the LOTTERY:
Tracey Cohen
Interim Director
D.C. Lottery & Charitable Games Control Board
2235 Shannon Place, SE
Washington, D.C. 20020

Fax: (202) 645-8000

and to:

Dorothy Whisler Fortune
Director
OCFO Office of Contracts
1100 4th Street, SW
Suite E610
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

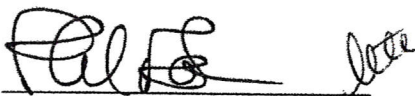
If a court of competent jurisdiction determines any portion of this CONTRACT to be invalid, it shall be severed and the remaining portion of this CONTRACT shall remain in effect.

17. CONFLICTS BETWEEN THIS CONTRACT AND THE SGI INSTANT TICKET CONTRACT

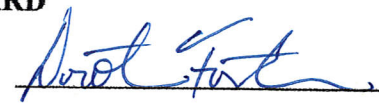
The purpose of this CONTRACT is to supplement, but not to override, the terms and conditions contained in the SGI Instant Ticket Contract CFOPD-15-C-014B. All of the terms and conditions of the SGI Instant Ticket Contract, specifically including but not limited to, terms and conditions relating to intellectual 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 SGI Instant Ticket Contract, the terms and conditions of the SGI Instant Ticket Contract CFOPD-15-C-014B shall prevail and control.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the date first written above.

MDI ENTERTAINMENT, LLC

By: 
Title: VP Corporate Counsel
Date: 8/11/15

**DISTRICT OF COLUMBIA OFFICE
OF THE CHIEF FINANCIAL OFFICER
ON BEHALF OF THE D.C. LOTTERY
& CHARITABLE GAMES CONTROL
BOARD**

By: 
Title: Director, OC
Date: 8/11/15 (DE)

**SCIENTIFIC GAMES
INTERNATIONAL, INC.**

By: _____

Title: SVP, Instant Products

Date: 8/10/2015