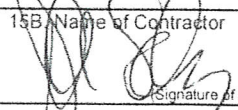
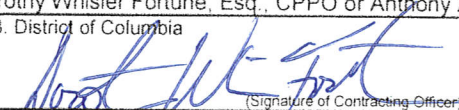


<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. Contract Number CFOPD-15-C-014B		Page of Pages 1   1 plus Attachment A	
2. Amendment/Modification Number Modification Number Five		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.	
				5. Solicitation Caption Instant Ticket Services	
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 <sup>th</sup> 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 <a href="mailto:Phil.Bauer@scientificgames.com">Phil.Bauer@scientificgames.com</a>  Code _____ Facility _____			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			X 10A. Modification of Contract/Order No. CFOPD-15-C-014B		
			10B. Dated (See Item 13) December 23, 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"					
<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 Game Activation Agreement for Racing Presidents™ that was executed between MDI Entertainment, LLC, Scientific Games International Inc., and the District of Columbia via Modification #3 dated February 17, 2016 is hereby amended in accordance with Attachment A (First Amendment Racing Presidents). Attachment A (First Amendment Racing Presidents) is hereby incorporated into the contract.  B. The Contractor shall provide the District with Reorder #1 of the Racing Presidents game in accordance with the amended Game Activation Agreement. The cost for these services is \$10,790.00.  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, SVP Instant Products			16A. Name of Contracting Officer Dorothy Whisler Fortune, Esq., CPPO or Anthony A. Stover, CPPO		
15B. Name of Contractor 		15C. Date Signed 6/9/16	16B. District of Columbia 		16C. Date Signed 6/10/16
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>			

Attachment A

FIRST AMENDMENT  
RACING PRESIDENTS™

THIS FIRST AMENDMENT TO THE GAME ACTIVATION AGREEMENT dated February 17<sup>th</sup>, 2016 (hereinafter referred to as the "First Amendment") is made and entered into this 9<sup>th</sup> day of June 2016 by and between DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER (the "OCFO") on behalf of the D.C. LOTTERY & CHARITABLE GAMES CONTROL BOARD, (the "LOTTERY") a subordinate office within the OCFO, 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, witnesses that the parties have made the agreements set out below:

RECITALS

WHEREAS, on February 17th, 2016, MDI, acting for and on behalf of Major League Baseball Properties, Inc. and the LOTTERY signed a CONTRACT FOR GOODS AND SERVICES (hereinafter, the "CONTRACT"), to provide the LOTTERY a license for the use of certain PROPERTIES (consisting of the MLB®, Washington Nationals® and Racing Presidents™ marks) in the LOTTERY's Instant Ticket Game entitled "Racing Presidents™" (the "Game");

WHEREAS, the LOTTERY and MDI desire to amend the CONTRACT to allow a reorder of tickets ("Reorder #1") for the Game and to make certain other modifications to the CONTRACT as set forth below.

NOW, THEREFORE, in consideration of the forgoing recitals and mutual promises hereinafter set forth, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings ascribed to them in the CONTRACT.

2. **Modifications.** Modified Sections to the CONTRACT are hereby deemed deleted in their entirety and replaced with the following:

**"4. TICKET QUANTITY**

Two hundred forty thousand (240,000) tickets (+5%)

Reorder #1 of one hundred twenty thousand (120,000) tickets (+5%)"

**"6. SALES PERIOD**

Public sales to begin on or about April 4, 2016

Reorder #1 public sales to begin on or about July 11, 2016”

“7. **POTENTIAL SALES**

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

For Reorder #1, two hundred forty thousand dollars (\$240,000)”

“8. **LICENSE FEE**

The license fee (“**License Fee**”) for the use of the Property licensed hereunder shall be twenty-one thousand five hundred eighty dollars (\$21,580.00).

The License Fee for Reorder #1 shall be ten thousand seven hundred ninety dollars (\$10,790.00).”

“9. **PAYMENT**

MDI shall invoice the LOTTERY for the License Fee in the amount of twenty-one thousand five hundred eighty dollars (\$21,580.00) 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.


MDI shall invoice the LOTTERY for the License Fee for Reorder #1 in the amount of ten thousand seven hundred ninety dollars (\$10,790.00) on the date of the LOTTERY’s receipt of the Reorder #1 Game tickets. The LOTTERY shall remit payment to MDI for such invoice within thirty (30) days following the LOTTERY’s receipt of such invoice.”

3. **No Other Amendment.** Except as expressly set forth in this First Amendment, the CONTRACT remains in full force and effect with no revisions or alterations.

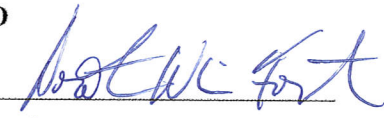
4. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and together which shall constitute one instrument.

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

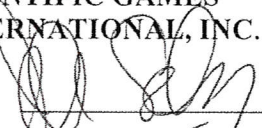
MDI ENTERTAINMENT, LLC

By:  *llt*  
Title: EVEE VP  
Date: 6-9-16

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

By:   
Title: Contracting Officer  
Date: 6/10/16

SCIENTIFIC GAMES  
INTERNATIONAL, INC.

By:   
Title: SRP, INSTANT Products  
Date: 6/9/16