

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CFOPD-15-C-014B		Page of Pages	
				1	1 plus Attachment
2. Amendment/Modification Number Modification Number Fourteen		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.	
				5. Solicitation Caption Instant Ticket Services	
6. Issued by: Code			7. Administered by (If other than line 6)		
Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E610 Washington, D.C. 20024					
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)		
			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) I.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. The following attached Game Activation Agreement executed between MDI Entertainment, LLC, Scientific Games International Inc., and the District of Columbia is hereby incorporated into the contract:					
Uno™					
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) John Schulz, SVP, Instant Products			16A. Name of Contracting Officer Dorothy Whisler Fortune, Esq., CPPO or Anthony A. Stover, CPPO		
15B. Name of Contractor Scientific Games <i>(Signature of person authorized to sign)</i>		15C. Date Signed 5.16.18	16B. District of Columbia <i>(Signature of Contracting Officer)</i>		16C. Date Signed 5-21-18

**GAME ACTIVATION AGREEMENT
UNO™**

THIS GAME ACTIVATION AGREEMENT (this “**CONTRACT**”) is made and entered into this 21st day of May 2018 by and between the District of Columbia Office of the Chief Financial Officer of behalf of the Office of Lottery and Charitable Games (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 International, Inc. (“**SGI**”), 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 UNO™ 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 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 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**” shall collectively refer to the trademark UNO™ and approved associated trademarks, trade dress, logos, copyrights, proprietary concepts, devices, designs, and imagery owned or acquired by Mattel, Inc. but specifically excluding any entertainment properties based upon or derived therefrom (e.g., a theatrical film or television game show based on UNO) , licensed by Mattel, Inc. and Mattel Europa, B.V. (collectively, “**Licensor**”), subject to the terms and conditions set forth in the license agreement between Licensor, MDI and SGI, through which MDI and SGI collectively were granted a non-exclusive license by Licensor to use the Property in connection with scratch-off instant win lottery games 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-1393 "UNO™" (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 twenty (20) 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 twenty (20) 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 MDI. All Work Product is and shall be “works made for hire” for MDI 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, 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 waiver 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. 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.

- 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 with each use of the Property on the Artwork:

UNO and associated trademarks and trade dress are owned by, and used under license from Mattel. © 2018 Mattel. 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 “SG Licensing” 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. Two (2) dubs of all TV and/or radio advertising;
 - iv. One (1) digital sample of all out of home advertising; and
 - v. 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

Two dollars (\$2.00)

6. SALES PERIOD

Public sales to begin on or about July 5, 2018

7. POTENTIAL SALES

Seven hundred twenty thousand dollars (\$720,000.00)

8. LICENSE FEE

The license fee (“**License Fee**”) for the use of the Property licensed hereunder shall be fourteen thousand four hundred dollars (\$14,400.00).

9. PAYMENT

MDI shall invoice the LOTTERY for the License Fee in the amount of fourteen thousand four hundred dollars (\$14,400.00) 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 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, provided that the Game is delivered and sales of the Game being prior to December 31, 2018, the term shall continue for a period of one (1) year or until the last day for claiming prizes for the Game as established by the LOTTERY, whichever occurs first. If the last day for claiming a prize has not been reached by the end of the primary one (1) year term of this CONTRACT, the LOTTERY may extend this CONTRACT for up to two (2) additional one (1) year periods or until the last day for claiming prizes for the Game as established by the LOTTERY, whichever occurs first. If sales of the Game do not begin by December 31, 2018, the term of this CONTRACT shall expire on December 31, 2018, unless MDI has by then extended or renewed its license agreement with Licensor for use the Property in connection with scratch-off instant win lottery games in the United States in which case the term shall expire in accordance with the expiration terms set forth in the first two sentences of this Section.

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

- b) As to the LOTTERY:
Tracey Cohen
Chief Operating Officer
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

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.

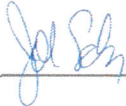
17. CONFLICTS BETWEEN THIS CONTRACT AND THE SGI INSTANT TICKET CONTRACT

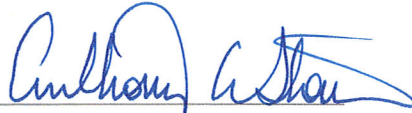
The purpose of this CONTRACT is to supplement, but not to override, the terms and conditions contained in the SGI Instant Ticket Contract CFOPD-15-C-014B. All of the terms and conditions of the SGI Instant Ticket Contract, specifically including but not limited to, terms and conditions relating to intellectual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

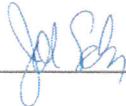
MDI ENTERTAINMENT, LLC

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

By:  *Att*
Title: SVP, Instant Products
Date: 5.16.18

By: 
Title: Contracting Officer
Date: May 21, 2018

**SCIENTIFIC GAMES
INTERNATIONAL, INC.**

By:  *Att*
Title: SVP, Instant Products
Date: 5.16.18