

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. Contract Number CFOPD-15-C-014B	Page of Pages 1   1 plus Attachment	
2. Amendment/Modification Number  Modification Number Seventeen	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		Code	7. Administered by (If other than line 6)	
8. Name and Address of Contractor (No. street, city, county, state and zip code) Scientific Games 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) 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 Game Activation Agreement executed between MDI Entertainment, LLC, Scientific Games International Inc., and the District of Columbia is hereby incorporated into the contract:  National Hockey League™ or National Hockey League ®				
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	15C. Date Signed 8/15/18	16B. District of Columbia	16C. Date Signed 8-17-18	
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>		

*JS*

**GAME ACTIVATION AGREEMENT  
NATIONAL HOCKEY LEAGUE**

THIS GAME ACTIVATION AGREEMENT (this “**CONTRACT**”) is made and entered into this 17<sup>th</sup> day of August 2018 by and between the District of Columbia Office of the Chief Financial Officer on 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 certain properties associated with the National Hockey League (“**NHL**”), including the NHL Shield logo and the name and likeness of the Stanley Cup, as well as the name, logos and marks of the Washington Capitals hockey team, in association with a scratch-off instant win lottery game to be conducted by the LOTTERY within the District of Columbia;

WHEREAS, the LOTTERY is a licensee of the Washington Capitals Property (as defined below) in the Territory (as defined below) that the LOTTERY intends to utilize in connection with the Game (as defined below);

WHEREAS, SGI is an exclusive licensee of the NHL Property (as defined below) in the Territory (as defined below) that the LOTTERY intends to utilize in connection with the Game (as defined below);

WHEREAS, the LOTTERY desires to enter into this **CONTRACT** to utilize the NHL 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 “**Washington Capitals Property**” shall collectively refer to the approved use of the Washington Capitals’ name, logos, and other marks within a seventy-five (75) mile radius of the District of Columbia (the “**Territory**”) licensed by Lincoln Holdings LLC dba Monumental Sports & Entertainment (“**MSE**”), subject to

the terms and conditions set forth in a sponsorship agreement between MSE and MDB Communications Inc. (“**MBD**,” the LOTTERY’S advertising agency). The LOTTERY is responsible for obtaining a license from MDB or MSE to use the Washington Capitals Property in connection with scratch-off instant win lottery games in the Territory.

As used herein, the term “**NHL Property**” shall collectively refer to the approved use of certain properties of the NHL in the Territory, including, the NHL Shield logo and the name and likeness of the Stanley Cup, licensed by NHL ENTERPRISES, L.P. (“**Licensor**”), subject to the terms and conditions set forth in the license agreement between Licensor and SGI. SGI has been granted an exclusive license to use the NHL Property in connection with scratch-off instant win lottery games in the Territory.

Subject to the terms and conditions of this CONTRACT, SGI hereby grants the LOTTERY the non-exclusive right to reproduce, use and make copies of the NHL Property in association with a scratch-off instant win lottery game to be conducted by the LOTTERY and identified as DC-1384 “Washington Capitals® 2018 Stanley Cup Champions™ (the “**Game**”). All rights not specifically granted to the LOTTERY herein are specifically reserved by SGI and/or the Licensor. All scratch-off instant win lottery tickets sold as part of the Game will be sold within the District of Columbia and such lottery tickets may not be made available for sale after June 30, 2019. The license granted herein includes the right to advertise the Game within the Territory, and on the LOTTERY’S website, social media channels and mobile application, and via emails sent by the LOTTERY to its opt-in subscriber database located within the Territory, in all cases in compliance with all applicable laws, rules and regulations.

## **2. UTILIZATION OF NHL PROPERTY**

- a) Graphic and other creative elements for the NHL Property that may be reproduced and used by the LOTTERY in ticket art designs and related advertising for the Game are limited to the NHL Property. The LOTTERY’S reproduction and use of the Washington Capitals Property in ticket art designs and related advertising for the Game is governed under separate license with MSE or MDB.
- b) The LOTTERY recognizes the great value of the goodwill associated with the NHL Property and acknowledges that the NHL 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 NHL Property and sale or distribution of any articles bearing the NHL Property. Notwithstanding the forgoing, that the LOTTERY may continue to display the NHL 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 NHL Property (all of the foregoing, collectively, the “**Artwork**”) for the Game to Licensor for

approval. The LOTTERY shall not disseminate any tickets, advertisement, or promotional materials featuring the NHL Property until it has procured Licensor's written approval. Licensor shall endeavor to approve or disapprove each piece of Artwork within twenty (20) business days from the time it is submitted to Licensor by LOTTERY. The LOTTERY shall submit all revised Artwork to Licensor and Licensor shall again endeavor to respond to such resubmission with an additional twenty (20) business day period. If Licensor 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 Licensor. Licensor'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 NHL Property may be granted or withheld at Licensor's sole discretion. On request, SGI or MDI shall provide the LOTTERY with examples of approved promotional material(s) produced by other lotteries that have entered into licensing agreements with SGI or MDI for the use of the NHL 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 NHL 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 NHL 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 SGI or Licensor, including but not limited to copyright, trademark and trade dress rights. The LOTTERY further hereby assigns to Licensor 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 Licensor 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 SGI's or Licensor's request, the LOTTERY agrees to furnish Licensor 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 Agreement to the contrary, to the extent not incorporating, derived from or based upon the NHL Property or a derivative work of the NHL 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) SGI and MDI warrant and represent that SGI acts as licensee of Licensor of the NHL 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 will comply with all applicable intellectual property laws, rules and regulations in connection with the use of the NHL 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 SGI, MDI or Licensor. The LOTTERY also agrees to place the following notice with each use of the Property on the ticket back and on all Artwork:

*NHL, the NHL Shield and the word mark and image of the Stanley Cup are registered trademarks and the Stanley Cup Champions logo is a trademark of the National Hockey League. Washington Capitals name and logos are registered trademarks of the NHL team. © NHL 2018. All Rights Reserved. Officially Licensed Product of the NHL.*

The NHL Shield logo shall appear on the ticket front as well as on all Artwork.

Licensor 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 NHL Property have been obtained from SG Licensing in all press releases issued by the LOTTERY for this Game.
- c) SGI, 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, SGI or MDI.
- e) At a minimum, the LOTTERY shall provide SGI or 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) digital samples 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.
- 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 sixty thousand (360,000) tickets

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

Five dollars (\$5.00)

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

Public sales to begin on or about October 3, 2018, and in no event shall public sales commence prior to October 1, 2018.

#### **7. POTENTIAL SALES**

One million eight hundred thousand dollars (\$1,800,000.00)

#### **8. LICENSE FEE**

The one-time license fee (“**License Fee**”) for the use of the NHL Property licensed hereunder shall be twenty-five thousand dollars (\$25,000.00).

#### **9. PAYMENT**

SGI or MDI shall invoice the LOTTERY for the License Fee in the amount of twenty-five thousand dollars (\$25,000.00) on the date of the launch of the Game. The LOTTERY shall remit payment to SGI or MDI for such invoice within thirty (30) days after the LOTTERY’s receipt of such invoice. SGI is responsible for remitting the License Fee to Licensor.

#### **10. TERM**

The term of this CONTRACT shall have an initial one (1) year term, the period commencing on the date first written above. The LOTTERY may extend this CONTRACT until December 31, 2019; provided, that all scratch-off lottery tickets sold as part of the Game may not be made available for sale after June 30, 2019, such that the period from June 30, 2019 until the end of the Term shall be for prize redemption purposes only.

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

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

#### **12. LICENSOR REQUIRED LIQUIDATED DAMAGES**

LOTTERY acknowledges that Licensor requires a \$25,000 liquidated damages payment in the event that SGI violates, breaches or defaults in performing its obligations of the license agreement between Licensor and SGI for the NHL Property. In the event LOTTERY violates, breaches or defaults in performing any of the provisions of this CONTRACT or the sponsorship agreement with MSE, and such violation, breach or default causes SGI to violate, breach or default the license agreement between Licensor and SGI, and if LOTTERY does not fully cure such violation, breach or default within ten (10) days' notice from SGI or Licensor, this CONTRACT shall automatically terminate, and LOTTERY shall pay Licensor, through SGI, within thirty (30) days without further demand any amounts then due and also shall pay therewith as liquidated damages \$25,000 U.S. dollars, which SGI shall remit to Licensor.

#### **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.

Neither SGI nor MDI shall be liable for any delay in or failure of performance under the CONTRACT due to a Force Majeure occurrence provided that SGI and MDI shall use reasonably diligent efforts to avoid or otherwise minimize the impact of an event of Force Majeure on their 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 SGI and 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 SGI and MDI:  
Kyle Rogers  
Executive Vice President  
1500 Bluegrass Lakes Parkway  
Alpharetta, GA 30004  
Fax: (770) 772-7674
  
- b) As to the LOTTERY:  
Beth Bresnahan  
Executive Director  
D.C. Office of Lottery and Charitable Games.  
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.

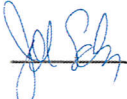

## **17. CONFLICTS BETWEEN THIS CONTRACT AND THE SGI INSTANT TICKET CONTRACT**

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.

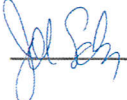

**MDI ENTERTAINMENT, LLC**

By:    
Title: SVP, Instant Products  
Date: 8/15/18

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

By:   
Title: Contracting Officer  
Date: August 17, 2018

**SCIENTIFIC GAMES  
INTERNATIONAL, INC.**

By:    
Title: SVP, Instant Products  
Date: 8/15/18