

LOTTERY CENTRAL MONITORING AND CONTROL SYSTEM
#2015-01
AMENDMENT A-11
LICENSE SPECIFICS (LS)

This Amendment A-11, License Specifics (LS) (“License Specifics” or “LS”) is supplemental to an agreement by and between Scientific Games International, Inc. (“SGI”) on behalf of itself and its wholly-owned subsidiary MDI Entertainment, LLC (“MDI”) (collectively, “Contractor”) and the Maryland State Lottery and Gaming Control Agency (“Lottery” or “Agency”) and entitled Lottery Central Monitoring and Control System #2015-01 Amendment A, dated October 25, 2018 (“Amendment A”).

Pursuant to Section J of the Amendment A, the parties hereby execute this License Specifics as of this ____ day of _____, 2019. All terms, provisions, and agreements from Amendment A are adopted in this LS and all terms of this LS are fully incorporated into Amendment A. Contractor hereby grants to Agency and all other Indemnified Parties a non-exclusive, non-transferable, non-assignable license to the Marks (as defined below) and Property (as defined below) without the right to further sublicense, pursuant to the provisions in Amendment A and in this LS. This LS is incorporated and included in Amendment A and all definitions in Amendment A apply in this LS.

1. PROPERTY(IES) and LICENSE and UTILIZATION:

- A. The Property is co-owned or controlled by Danjaq, LLC, Metro-Goldwyn-Mayer Studios Inc. (including its subsidiary United Artists Corporation), and EON Productions Limited, Inc. (collectively “Owner”).
- B. Marks: the JAMES BOND 007™ marks and brand as featured in the James Bond Film Franchise including: “James Bond,” “007,” “James Bond 007 and Design,” “007 and Design” (a/k/a the “007 Gun Logo”), “Shaken, Not Stirred,” the “Gun Barrel/Iris Logo,” and a variant of the “007 and Design” mark without a gun element, including Registration Nos.: 1737876, 1739332, 3878949, 4190845 and 4671991(collectively, the “Marks”). Owner owns the Marks, and they are included in the scope of Contractor’s license agreement with Owner.
- C. Music: This LS includes the right to use, without additional cost to the Lottery, the “James Bond Instrumental Theme” song written by Marty Norman and as recorded in the films “Dr. No” and “Casino Royale”, only in television and radio advertisements for the Game (as defined below), which may be distributed via the Maryland market, which includes Washington, DC Metropolitan area; television broadcasts, local radio channels, and the Internet (streaming only and non-downloadable) via Pandora and the Lottery’s website and social media channels, for a maximum period of time of six (6) weeks (which must be consecutive) (hereinafter the “Music” rights). If the Lottery desires to utilize the Music for

longer than six (6) weeks, additional costs will apply that will be paid by the Lottery, such costs to be discussed and approved by Contractor prior to any use of the Music beyond the original six (6) week period. No rights are granted hereunder to use the Music except in advertisements as set forth in this Section 1(C).

- D. Bond 25 Film Information. Agency acknowledges that the Game and Artwork shall not include Property that is specific to the new James Bond Film to be released in 2020 entitled “*No Time To Die*” (the “Bond 25 Film”). As of the time of execution of this LS, Owner anticipates that the approximate release date of the Bond 25 Film in the United States will be April 8, 2020 (the “Release Date”). The Lottery acknowledges that neither Contractor nor Owner make any representation or guarantee whatsoever regarding any specific Release Date, and that any delay in Release Date shall not be a breach of this LS.
- E. Contractor represents and warrants the following: All rights to the Marks and the approved titles, title treatments, logos, designs, characters, film stills, film clips, artwork and other associated creative elements, as shown in the style guide(s) or other materials furnished and approved by Owner for use with the JAMES BOND 007™ brand and all images in Artwork approved by Contractor (collectively referred to as “Property”), are owned or controlled and licensed by Owner and are hereby licensed to Agency. Contractor represents and warrants that (with the exception of the composition rights to the Music) Owner owns or has a license for all rights granted in Amendment A and in this License Specifics, and has appointed and licensed Contractor as its exclusive representative to negotiate license agreements authorizing the use of the Property in conjunction with the (a) manufacture, creation, development, distribution, and sale of certain consumer-oriented tickets and online/mobile lottery and other games or promotions sold or offered by government operated or authorized lotteries and/or (b) associated marketing and promotional items related to such games or offered independently, including second chance games, Points for Drawings games, and specifically including MD489 “JAMES BOND 007™” (collectively, the “Game”). Any images in Artwork and any Property approved by Contractor for use by Agency is included. The term “Artwork” shall mean collectively all artwork and other materials for tickets, advertising, marketing, and promotions (including, without limitation, point-of-sale materials, statements and other advertising on internet/social media platforms, and press releases), and any other item that contains or references the Property.
- F. Contactor represents and warrants that the composition rights to the Music are owned or controlled and licensed by EMI Entertainment World, Inc. and are hereby licensed to Agency. Contractor represents and warrants that with respect to the composition rights to the Music, EMI Entertainment World, Inc. owns or has a license for all rights granted in Amendment A and in this License Specifics, and has appointed and licensed Contractor as its non-exclusive representative to negotiate license agreements authorizing the use of the Property as set forth in

Section 1(C) hereof.

- G. Agency 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 Owner and that, upon expiration or termination of this LS, the Lottery shall discontinue any and all use of the Property and sale or distribution of any articles or Tickets bearing the Property. All uses of the Property shall inure to the Owner's benefit. The Lottery hereby assigns to Owner all rights, title and interest it may have in or to the Artwork only to the extent incorporating the Property or derived from or based upon the Property, including but not limited to copyright, trademark and trade dress rights. The Lottery further hereby assigns to Owner or waives all moral rights worldwide in and to such Property-based elements of the Artwork 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 Artwork a comparable full assignment and waiver of all rights so that the foregoing assignment and waiver by Lottery vests in Owner full rights in such Property-based elements of the Artwork, free of any claims, interests, or rights of other parties. Notwithstanding any provision in this Agreement to the contrary, to the extent not incorporating or derived from the Property, Agency owns all intellectual property and any intellectual property rights therein and thereto relating to the Game that were created by the Agency during the term of this Contract and nothing herein shall be deemed an assignment of Agency's preexisting intellectual property rights.
- H. Contractor reiterates herein all representations and warranties in Amendment A, except that contrary to Paragraph G(3) of Amendment A Contractor is only a non-exclusive representative with respect to the composition rights in the Music.
- I. A copy of the Authorization Letter for the Marks and Property is requested by Agency. Owner, by and through its instant lottery ticket licensing representative, Contractor, hereby grants to Agency, and to, as defined in Amendment A, Agency's Instant Ticket Contractor and Agency's Advertising Agency Contractors, a license to use the Marks and/or Property to print, sell, and distribute Instant Tickets and related marketing and/or promotional materials, including second chance promotions, using the Property relating to the Promotion as provided in Amendment A and as may be further provided in this LS.
- J. Second Chance Games/Promotions:

Second Chance Games/Promotions and Points for Drawings Promotions
Authorized: How many: Four

Website:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Database:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Entries not received by the drawing deadline date for the fourth Prize drawing will not be eligible for any Trip Prize.

K. Date Contractor's agreement with Owner terminates: November 30, 2024.

2. TRADEMARK SYMBOLS:

- A. The Agency agrees to place a registered trademark (“®”) or trademark (“™”) designation with each use of the Property on the Artwork as specified by Contractor.
- B. The Agency further agrees to include the following notice which has been required by Owner on the back of the Ticket and on other Artwork:

007 and related James Bond Indicia © 1962-2020 Danjaq, LLC and Metro-Goldwyn-Mayer Studios Inc. 007 and related James Bond Trademarks are trademarks of Danjaq, LLC. All Rights Reserved.

Abbreviated Legal Language (when there are space limitations and subject to Licensor approval for use):

007 and related James Bond Trademarks, ™ Danjaq.

Contractor and Owner agree that all Artwork satisfies these requirements. Contractor is responsible for ensuring that all uses of the Property have the appropriate patent, trademark or copyright designations thereon, and Agency shall require its Instant Ticket Contractor and its Advertising Agency Contractors to print or have printed any and all such required notations as provided by Contractor on all Instant Tickets and Materials for the Game, as appropriate to the Game. Contractor is responsible for seeking, obtaining, and communicating any required approval from Owner, and advising Agency of the outcome of any request, but Agency acknowledges that Owner may grant or withhold approval in its sole discretion as provided in this License Agreement. The Agency and all other Indemnified Parties (as defined in the Amendment A) may rely on any approval by Contractor of any copyright, patent, and trademark designations appearing within each unit of Artwork. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims or suits that may arise regarding said copyright, patent, and trademark designations when the Marks and/or the Property are used by any Indemnified Party as specified by the Contractor.

- C. Contractor reserves the right to modify trademark requirements within a reasonable amount of time prior to final approval of each individual piece of creative elements.

- D. The Agency shall indicate that the licensing rights for the Property have been obtained from Contractor in all press releases issued by the Agency for the Game.
- E. Contractor shall deliver to Agency the documents required in Paragraph A.3 of Amendment A by November 15, 2019.

3. TICKET QUANTITY and PRICE:

- A. Agency is authorized to print approximately:

Four Million Five-Hundred Sixty Thousand (4,560,000) \$5.00 instant tickets, plus or minus 100,000, using the Property (such tickets, the "Tickets") at no fee other than any fees set forth in Paragraph 5 below. Agency is also authorized to use the Property in the Agency's Marketing Campaign for the Game, including but not limited to, on broadcast material and in second-chance promotions, except as limited by Section 1.C. hereof. Contractor agrees that Contractor shall review all Artwork submitted to ensure it is in compliance with this requirement. Indemnified Parties may rely upon Contractor's review and approval of the Property in the Artwork. Further, approval by Contractor shall cause the Indemnified Parties to be defended, indemnified, and held harmless for any and all claims or suits that may arise from or related to the copyright, patent, and trademark holders and Owner as a result of any violation of use. Additional quantities of Tickets may be ordered by Agency within the Term of this LS at the same licensing fee and subject to the terms and conditions set forth herein. These Tickets shall be priced at Five Dollars (\$5.00) each and will be Game # 489.

- B. Contractor acknowledges that Agency may request examples of approved promotional materials.

4. START DATE / TERM:

The term of this Agreement shall commence upon approval by the Maryland Board of Public Works, Maryland Department of Budget and Management and any other necessary State officials, with public sale of the Tickets estimated to begin on or about: March 23, 2020 ("Start Date"). The term ("Term") of this LS shall commence on the date first above written and shall expire on the last day for claiming prizes for the Game as established by the Agency; provided that the right to use the Property for the printing of instant tickets and promotional material under this LS is anticipated to expire on June 30, 2022. Licensed products that have been manufactured and distributed during the term of this LS may remain in circulation beyond the term of the license. Contractor warrants Agency will have valid rights to use the Property through the entire Term of this LS, either (i) through the renewal license agreement for the Property that is currently under negotiation between Contractor and Owner, or (ii) if such renewal agreement is not fully executed before this LS executes, then through the Letter of Authorization provided by the Owner that shall grant specific permission for this Game. Accordingly, if Contractor, for any reason whatsoever,

loses or does not acquire the right to license the Property during the term of this LS, Agency will retain the right to use the Property until the expiration of the term of this LS. In the event Agency does not retain the right to use the Property as provided, Amendment A Section A.6 shall apply. For clarity, use of the Property for Game-related informational Internet activity, sales and claims may extend beyond the Term of this License Specifics date of June 30, 2022.

5. COST:

License Fee for Tickets: The fee for the use of the Property (“Licensing Fee”) shall be equivalent to one and one quarter percent (1.25%) of the face value of tickets printed for the Game based on the final print quantity as provided and verified by Agency and shall not exceed Two Hundred Ninety One Thousand and Two Hundred and Fifty Dollars (\$291,250.00). (4,560,000 tickets +/- 100,000 = 4,660,000 x \$5.00 x 1.25% = \$291,250.00)

Prize Fee for Trip Prizes Including the Agency’s portion of the prize fee: The Lottery shall provide Two Hundred Eighty-Eight Thousand Dollars (\$288,000.00) (the “Prize Fee”) for four (4) trip prizes (the “Trip Prizes”), as described in Section 8 below, including federal and state tax withholdings and cash prizes for the LOTTERY CHALLENGE. The total gross amount for each Trip Prize, including the taxes to be withheld and paid by Contractor on behalf of the winner is \$7,500.00. The additional \$258,000.00 is the Agency’s portion of the LOTTERY CHALLENGE (as defined in Section 8) prize fee.

NOT TO EXCEED AMOUNT: The total cost of all fees paid under this License Agreement shall not exceed Five Hundred Seventy-Nine Thousand Two Hundred Fifty Dollars and No Cents (\$579,250.00) (License Fee + Prize Fee for Trip Prizes).

6. APPROVALS AND TIMING:

Contractor shall submit to Owner as soon as possible any Artwork submitted by Agency, and shall have fifteen (15) business days to approve or obtain Owner’s approval of said Artwork, and to advise Agency of approval, or to return Artwork to Agency for revision. Agency shall submit all such revised Artwork to Contractor, and Contractor (who shall submit such revised Artwork to Owner as soon as possible) shall have up to fifteen (15) additional business days to approve all such revised Artwork or return same to Agency for further revision. In the event of disapproval, written reasons for the disapproval, along with suggestions for obtaining approval shall be provided, accompanying the disapproval within the above-specified time periods. Contractor shall not unreasonably withhold approval. The parties hereby agree that Contractor shall not be deemed to have unreasonably withheld its approval if its approval is withheld due to any action, decision, or inaction by the Owner and Contractor has used its best efforts to obtain approval. Approvals and requests for revision shall be communicated via email, fax or other written documentation. Agency may submit Artwork via email, fax, or other written documentation.

7. MARKETING SUPPORT:

Contractor shall provide the following marketing support at no additional cost to Agency:

- A. Ticket and Point-of-Sale Design Assistance: Contractor shall provide the Agency with assistance in designing the Artwork, Ticket, and related materials, including point-of-sale materials and, if desired and requested by Agency, prize structure development.
- B. Contractor shall provide marketing support to the Lottery in the form of an Internet platform for the Game and the PROMOTIONAL GAME (defined below). The platform shall provide a promotional Internet website related to the Game, which will provide Game players with the option to enter into Agency's non-winning Game Tickets on-line in the Agency's My Lottery Rewards program for a second chance drawing and which may also include other promotional and informational elements related to the Property, the Game, the second chance promotion and the Lottery's promotion therefor.
- C. Contractor shall provide to Agency at Agency's choice (which choice must be communicated to Contractor in writing at least sixty (60) days prior to the intended launch of the PROMOTIONAL GAME) a second chance interactive promotional game, *James Bond 007 Second Chance Game* or instant animated reveal, ("PROMOTIONAL GAME") on the Internet platform, for non-winning, eligible Game tickets. Players holding a non-winning Game ticket may access the PROMOTIONAL GAME through the Lottery's web site, enter their non-winning ticket number and play the PROMOTIONAL GAME to reveal the number of entries they will be awarded for that particular ticket for a corresponding second chance drawing. The number of entries to which a ticket is entitled is pre-determined at the time of printing of the Game tickets. Players will be given the option to bypass the PROMOTIONAL GAME to directly reveal the number of entries to which their Game ticket is entitled. Entries will be entered into the drawing for the LOTTERY CHALLENGE Trip Prize (described below), regardless of whether the player plays the PROMOTIONAL GAME. To the extent each has control over the website, the Lottery and Contractor each represent and warrant that the website for the PROMOTIONAL GAME will feature age verification, which, at a minimum will require players to self-verify they are eighteen (18) years of age or older. The Lottery agrees that the Game rules, website (to the extent the Lottery has control over the website), drawing procedures and ticket back for the Game will all include the phrase "Void where prohibited by law." Contractor shall provide the Lottery the entire Game including PROMOTIONAL GAME website for approval no later than ten (10) business days prior to the on-sale date of the Game. Contractor shall

provide hosting services for the website for the Game for a period not to exceed ninety (90) days after the final LOTTERY CHALLENGE Trip Prize has been fulfilled.

- D. Contractor shall provide Second Chance Drawings and a Winners Page, an Enter Tickets Page and shall upload onto the Lottery website a banner ad provided by the Lottery.
- E. Second Chance Drawings will be conducted by SGI Drawing Services to determine the four (4) Trip Prize prizewinners, the finalists to participate in the LOTTERY CHALLENGE, as described below.
- F. Contractor shall cover all costs associated with the production of the LOTTERY CHALLENGE, including applicable talent fees for the emcees, hosts and announcer, venue rental and time, production staff fees, including set-up and dismantle, and all royalties to Licensor.
- G. Contractor shall withhold and deposit the minimum required federal tax withholdings and any applicable state tax withholdings on behalf of the Prizewinners for applicable cash prizes won during the LOTTERY CHALLENGE. Contractor shall provide an IRS Tax Form W-2G to the Prizewinners and shall provide a copy to the Lottery. All prizes won by the Prizewinners will be subject to the Agency's debt setoff procedures.
- H. Customer Service: Contractor shall provide the Lottery with a customer service hotline number with staff available to answer any questions pertaining to the Trip Prize and the LOTTERY CHALLENGE Monday through Friday from 7:00 a.m. to 7:00 p.m. EST with messaging options outside of those hours.
- I. Upon request, Contractor shall provide a pre-produced television and radio spot.
- J. Upon request, Contractor shall provide point of sale ("POS") packages designed with the Property elements that may include some of the following pieces: double-sided posters, 6" round wobblers, 6.25" x 7" double-sided window decals; 5.75" X 5.75" lug-ons and terminal toppers.

All POS shall be delivered per the Lottery's instructions on the order form as emailed to Jeanna King to Jeanna.king@scientificgames.com.

Unless otherwise specified herein, all marketing support and other services provided by Contractor pursuant to this LS are provided at no additional cost to Agency.

8. TRIP PRIZE DESCRIPTION:

Trip Prize: Contractor shall provide four (4) Trip Prize packages as described below:

The Trip Prize is a five-day, four-night trip for the prizewinner (“Prizewinner”) and one (1) guest to Las Vegas, Nevada to occur on or about Spring of 2021. Each Trip Prize includes:

- (i) Roundtrip coach airfare for up to two (2) people from any U.S. International airport to McCarran International Airport in Las Vegas (inclusive of all associated security fees, taxes and surcharges);
- (ii) Ground transfers between McCarran International Airport and the destination hotel and between Contractor hosted events;
- (iii) Accommodations of one (1) 3-star or better hotel room for four (4) nights (double occupancy, room and room tax only);
- (iv) One thousand dollars (\$1,000) spending money, less any outstanding debt setoff, for the Prizewinner to be provided two (2) weeks prior to the scheduled trip departure date.
- (v) Admission to the *JAMES BOND Lottery Challenge* theater/venue for the Prizewinner and guest, and the Prizewinner, or duly authorized proxy, shall have one (1) chance to participate in four (4) rounds of the *JAMES BOND Lottery Challenge* to win a cash prize from one thousand dollars (\$1,000) up to one million dollars (\$1,000,000) or more as described below.
- (vi) The Prizewinner or designated proxy shall also participate in a Bonus Event, to win a bonus cash prize up to \$100,000.

JAMES BOND LOTTERY CHALLENGE

Overview: The *JAMES BOND Lottery Challenge* (the “**LOTTERY CHALLENGE**”) shall be conducted according to event and security procedures generated by Contractor and its third party underwriters. Final contest details (the “**Contest Details**”) explaining how the **LOTTERY CHALLENGE** will be conducted will be provided to the Lottery no later than 120 days prior to the date of the **LOTTERY CHALLENGE** event.

Each Maryland Lottery Prizewinner (or an assigned proxy) shall participate as a Grand Prize Finalist (“**Finalist**”) in Contractor’s **LOTTERY CHALLENGE** together with Finalists from other participating lottery jurisdictions. The **LOTTERY CHALLENGE** consists of two (2) events. In the first event, each Finalist will participate in a Stage Show Event (the “**Show**”) in a series of mini-games for the chance to win cash prizes. There are four (4) rounds (each a “**ROUND**”):

ROUND 1: “Casino Royale” is a high/low card game using a standard deck of fifty-two (52) playing cards, plus one (1) **VILLAIN** Card and one (1) **JAMES BOND** card with cash prizes of up to \$1,000;

ROUND 2: “Shaken, Not Stirred.” is a dice game and two (2) envelopes with prizes of up to \$5,000, the dice rolls determine the multiplier of the cash values inside each of the envelopes;

ROUND 3: “Diamonds are Forever” is a wheel spin game on a wheel with twenty-four (24) slices with prizes of up to \$50,000; and

ROUND 4: “Goldfinger” is a match three game where Finalists will push a gold button in three stages and win up to \$1,000,000, minimum cash prize of \$475 may be won in this ROUND.

Each ROUND will be played separately.

For the second event, separate from the Show, Finalists will also participate in a Tournament (the “**Bonus Event**”) where they will compete for a bonus cash prize.

Additional Conditions:

-Prizewinner’s guest may sit with the Prizewinner but will not be eligible to be a participant in the LOTTERY CHALLENGE unless they have been designated as a Prizewinner’s proxy.

-Prizewinner will be mailed the official event details (the “**Event Details**”) concerning the LOTTERY CHALLENGE prior to their trip departure.

-All Show ROUNDS will be audited by an independent auditor.

-All cash prizes in the LOTTERY CHALLENGE are underwritten by either Contractor, third parties, or both, and cash prizes of one million dollars (\$1,000,000) are annuitized prizes with lump sum options available to the Prizewinner.

-Contractor will issue an IRS Tax Form W-2G for the prize amounts won during the LOTTERY CHALLENGE and the Bonus Event and provide a copy thereof to the Lottery.

-All prize awards during the LOTTERY CHALLENGE are the sole responsibility of Contractor and are underwritten by SGI, third parties, or both. Prize awards are not considered won by a Finalist, and are not payable unless and until the third party underwriter (the “Risk Counterparty Representatives”) of such prize payouts, SGI’s Drawing Manager and the independent auditor certify that the LOTTERY CHALLENGE have been conducted appropriately and in accordance with the official LOTTERY CHALLENGE event security procedures, that a Finalist has validly won the prize award pursuant to the LOTTERY CHALLENGE event, and security procedures and is entitled to receive the prize award, and the Risk Counterparty Representatives have accepted the obligation to pay the prize awards to the Finalists. Participating Lotteries shall have no liability for any cash prize amounts awarded

collectively in the LOTTERY CHALLENGE.

-All prizes won by the Prizewinners will be subject to the Agency's debt setoff procedures.

9. FULFILLMENT SERVICES:

Once authorized by the Agency, Contractor shall fulfill the Trip Prizes offered under this agreement except as prohibited by law. Contractor shall provide complete fulfillment of the Trip Prizes and all prizes awarded in connection with the Trip Prize. There shall be no cash option available for the Trip Prize. There shall be no additional charge for any aspect of such order fulfillment other than those charges set out in the "COST" Section 5, above.

- a) Trip Prize Fulfillment: Complete, approved, and verified contact information for the Prizewinners must be provided to Contractor by the Agency no later than six (6) weeks prior to the contemplated Trip Prize date in 2021. Trip Prize fulfillment will include the scheduling and coordination of all travel, hotel accommodations, and ground transfers as provided below:
 - i. If air travel is required for the Trip Prizewinner and guest, roundtrip airfare for up to two (2) coach class tickets shall be booked on a major airline, as defined by the Federal Aviation Administration, from a U.S. international airport selected by each Prizewinner to McCarran International Airport in Las Vegas. It is the responsibility of the Prizewinner to comply with the REAL ID Act to the extent such Act is applicable to Prizewinner's air travel. Contractor shall provide to the Prizewinner a schedule, tickets, and other evidence sufficient to claim each reservation. If a Prizewinner chooses not to fly, Contractor shall provide that winner a cash allowance toward another mode of transportation to travel to the hotel in Las Vegas.
 - ii. The Trip Prize includes one (1) double occupancy 3-star or better hotel room (room and room tax only) at a deluxe hotel in Las Vegas, Nevada for four (4) nights;
 - iii. All ground transfers between McCarran International Airport and the assigned hotel in Las Vegas and, if necessary, to/from Contractor sponsored events;
 - iv. A check for the one thousand dollars (\$1,000) cash portion of the Trip Prize will be mailed to the Prizewinner from Contractor two (2) weeks prior to the commencement of his or her trip in the Prizewinner's final travel packet via signature required method;

- v. For tax withholding valuation purposes, the Trip Prize is valued at seven thousand five hundred dollars (\$7,500.00). Contractor shall withhold two thousand six hundred and seventy-six dollars and fifty-eight cents (\$2,676.58) for federal tax withholdings and nine hundred and seventy-five dollars and eighty-four cents (\$975.84) for state tax withholdings and shall pay the appropriate agencies on behalf of each Prizewinner and provide them with an IRS Tax Form W-2G. The Trip Prize does not include: mileage, insurance, gratuities, meals, parking fees, baggage fees, alcoholic beverages (other than those served without charge at any reception and/or party), personal expenses such as telephone calls, valet service, laundry, incidentals and the like, revision or cancellation fees which may be charged by the hotel or other suppliers, or any other items not expressly specified herein unless incurred by an act or omission of Contractor or any of Contractor's subcontractors;
- vi. If after claiming the Prize, and the Prizewinner is traveling via air and fails to appear at the designated time and place of departure (excluding flight delays) Contractor will use reasonable efforts to reschedule the flight at the expense of the Prizewinner. If Contractor is not able to reschedule the flight, then the Prizewinner will not participate in the trip portion of the Trip Prize (air travel, lodging and ground transfers) with the exception of the one thousand dollars (\$1,000) cash portion of the Trip Prize; however, the Lottery or Contractor will appoint a proxy to play the LOTTERY CHALLENGE for the Prizewinner, and the Prizewinner shall receive any prizes won by the proxy; (less applicable tax withholdings and debt set-off);
- vii. If after claiming the Prize and the Prizewinner fails to check in to the hotel when he or she arrives in Las Vegas, Contractor will use reasonable efforts to reschedule the reservation. If Contractor is unable to reschedule the reservation, the balance of the trip portion of the Trip Prize shall be forfeited with the exception of the return air travel and one thousand dollars (\$1,000) cash portion of the Trip Prize, less any tax withholdings; however, the Lottery or Contractor will appoint a proxy to play the LOTTERY CHALLENGE for the Prizewinner, and the Prizewinner shall receive any prizes won by the proxy; (less applicable tax withholdings and debt set-off);
- viii. If after claiming the Prize and the Prizewinner fails to arrive for his or her scheduled participation in the LOTTERY CHALLENGE, the Prizewinner forfeits the right to personally participate in the LOTTERY CHALLENGE as a Finalist; however, the Lottery or Contractor will appoint a proxy to play the LOTTERY CHALLENGE for the Prizewinner, and the Prizewinner shall receive any prizes won by the proxy; (less applicable tax withholdings and debt set-off);

- ix. In the event that a Prizewinner is determined to be unable to attend the trip after the trip has been booked, the balance of the Trip Prize shall be forfeited with the exception of the one thousand dollars (\$1,000) spending money portion of the Trip Prize, less any tax withholdings; however, the Lottery or Contractor will appoint a proxy to play the LOTTERY CHALLENGE for the Prizewinner, and the Prizewinner shall receive any prizes won by the proxy (less applicable tax withholdings and debt set-off).
- x. Notwithstanding the fact that Prizewinner may end his or her participation in the Trip Prize under subsections vi, vii, viii and ix of this agreement, at the time that a Prizewinner claims the Trip Prize, such Prizewinner shall be deemed to have taken ownership of the entire Trip Prize, and the full claimed value of the entire Trip Prize (including the value of the travel portion) shall be reported to the IRS. Accordingly, the Prizewinner may be responsible for any additional state or federal taxes resulting from the claimed Trip Prize, above and beyond those taxes withheld, reported and paid on the Prizewinner's behalf by Contractor to the appropriate agencies;
- xi. Age and other eligibility requirements to win the Trip Prize shall be determined by the Agency; however, the minimum age requirement to play the LOTTERY CHALLENGE is twenty-one (21) years per Nevada State Law. The Prizewinner or their proxy must be 21 years of age to be eligible to play the LOTTERY CHALLENGE;
- xii. If the Prizewinner is under the age of twenty-one (21) years old, he or she may pre-designate a proxy, or one will be chosen by the Agency or Contractor, to play the LOTTERY CHALLENGE on his or her behalf. The Prizewinner shall receive any cash prize(s) won by the proxy on the LOTTERY CHALLENGE (less applicable tax withholdings and debt set-off);
- xiii. The Prizewinner, designee, or guest must have a valid credit card or shall be required to post cash deposit for incidentals to check into the hotel;
- xiv. The total amount of cash won, less tax withholdings, during the LOTTERY CHALLENGE by the Prizewinner will be mailed to the Prizewinner by Contractor within twenty-one (21) business days after the Prizewinner's departure from Las Vegas. Contractor shall withhold from such cash prizes the minimum required federal tax withholdings and any applicable state tax withholdings and shall deposit said withholdings on behalf of the Prizewinner to the appropriate agencies. The Prizewinner shall receive an IRS Tax Form W-2G from Contractor and a copy shall be provided to the Lottery. The Prizewinner may be

responsible for any additional state or federal taxes resulting from such cash prize(s), above and beyond those taxes withheld, reported and paid on the Prizewinner's behalf by Contractor to the appropriate agencies;

- xv. The Prizewinner may not choose to receive the cash equivalent of the trip portion of the Trip Prize;
- xvi. Upon the Prizewinner being validated by the Lottery, title to the Trip Prize shall immediately pass to the Prizewinner. The Trip Prize is not transferable or assignable by the Prizewinner, but may be assigned by the Lottery, as provided in Section 12(b)(xvii), below;
- xvii. If a Trip Prize is refused by the Prizewinner or is not claimed within the timeframe determined by the Lottery, the Lottery will assign the Trip Prize to an alternate Prizewinner and Prizewinner will no longer have any claims to Trip Prize, and Contractor shall fulfill that Trip Prize under the same terms and conditions as specified herein, provided that the Trip Prize is still available and time requirements have not elapsed;
- xviii. Contractor may substitute a prize of equal value or better quality upon the written approval of the Lottery;
- xix. The Lottery acknowledges and agrees that each Prizewinner and their guests are subject to a background investigation, derived from public information, prior to the Trip Prize; and
- xx. The Prizewinner is solely responsible for the actions of the guest who accompanies the Prizewinner on the Trip Prize trip. The Prizewinner and their guest must be at least 18 years old.

10. PAYMENT:

- A. The Licensing Fee as set forth in Section 5 of this LS shall be invoiced by Contractor to the Lottery within thirty (30) days after Contractor sends Lottery an invoice, Lottery will red-line the quantity, which the billing is based on against the end of production balancing report and signed shipping report, to reflect the final, cumulative quantity of tickets printed by for the Game;
- B. Contractor shall invoice Lottery for the Prize Fee as set forth in Section 5 after the final Drawing is complete; and
- C. Responsibility for Prizes and Tax Withholdings:

<p>PARTY RESPONSIBLE FOR Spending Money and TAX WITHHOLDINGS and DEPOSIT of such TAX WITHHOLDINGS WITH APPROPRIATE AGENCIES:</p>	<p>Cash Prizes Won During LOTTERY CHALLENGE: Tax withholdings shall be withheld at a rate of 24% for federal and 8.75% for state and deposited with the appropriate Agencies on behalf of the Prizewinners and issue W-2Gs by January 31, 2022 for tax year 2021.</p>	<p>Trip Prize valued at \$7,500, including the \$1,000 Spending Money. Tax withholdings shall be withheld at a rate of 24% for federal and 8.75% for state and deposited with the appropriate Agencies on behalf of the Prizewinners and issue W-2Gs by January 31, 2022 for tax year 2021.</p>	<p>\$1,000 Spending Money issued to the Prizewinner by:</p>
<p>Contractor</p>	<p style="text-align: center;">X</p>	<p style="text-align: center;">X</p>	<p style="text-align: center;">X</p>
<p>Lottery</p>			

11. NON-BROADCAST:

The LOTTERY CHALLENGE is not scheduled for television broadcast or any form of public exhibition.

12. ASSIGNMENT:

Agency shall not have any right to assign or sublicense its use of the Property.

13. INCORPORATION BY REFERENCE:

All terms, provisions and agreements from the Lottery Central Monitoring and Control System #2015-01 Amendment A and the Lottery Central Monitoring and Control System #2015-01 are adopted into and made a part of this Agreement unless specifically modified herein or contrary terms are set forth in this Agreement. Except as modified herein, all definitions and defined terms in Amendment A apply in this LS. All definitions and defined terms in this LS apply in Amendment A as it relates to this LS.

14. MISCELLANEOUS:

Unless specifically modified herein or contrary terms are set forth in this Agreement, all provisions of Amendment A are included herein, including that headings are for convenience only and are not a part of the LS and that the terms and provisions of the

Lottery Central Monitoring and Control System #2015-01 apply. Except as modified and expanded herein, all other terms and conditions in the Central System Contract and Amendment A remain in full force and effect and are unchanged.

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IN WITNESS WHEREOF, the parties hereto have caused this Lottery Central Monitoring and Control System #2015-01 Amendment A-11 License Specifics (LS) to be executed as of the day and year first above written. The persons executing this License Specifics expressly represent that they are authorized to sign this LS and License Agreement on behalf of the respective parties.

Witness and Attest:

**SCIENTIFIC GAMES
INTERNATIONAL, INC.**

Glenda Brown

By: [Signature] *Att*

Date: November 21, 2019

Print Name: Glenda Brown

Print Name: James E. Bunitsky

Title: Executive Assistant

Title: CFO, Lottery

Witness:

**MARYLAND STATE LOTTERY AND
GAMING CONTROL AGENCY**

By: _____

Print Name: _____

Date: _____

Title: _____

Printed Name: Gordon Medenica

Title: Director

Approved as to form and legal sufficiency this 25th day of November, 2019:

[Signature]

Daniel W. Baker, Assistant Attorney General