

**FIRST AMENDMENT TO THE
INSTANT TICKET PRINTING
AND ASSOCIATED SERVICES AGREEMENT**

This first amendment (the "First Amendment") is made and entered into this 23^d day of February, 2021, by and between the TENNESSEE EDUCATION LOTTERY CORPORATION ("TEL"), a public corporation and state instrumentality created pursuant to the Tennessee Education Lottery Implementation Law (T.C.A. §§ 4-51-101 *et seq.*) (as may be amended from time to time, the "Act"), and SCIENTIFIC GAMES INTERNATIONAL, INC., a Delaware corporation ("Vendor")

WHEREAS, Vendor and TEL entered into the INSTANT TICKET PRINTING AND ASSOCIATED SERVICES AGREEMENT dated October 28, 2014 (the "Agreement"); and

WHEREAS, Vendor and TEL desire to amend the Agreement as set forth in this First Amendment in accordance with Section 24(a) thereof;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto hereby agree to amend the Agreement as follows:

1. By inserting the following language after the first sentence in Section 5(a) of the Agreement. The balance of Section 5(a) shall remain unchanged.

5. COMPENSATION

(a) Effective July 1, 2021, as full and complete compensation for goods and services provided by the Vendor Team pursuant to the Agreement, the TEL will pay Vendor, and Vendor will accept on behalf of the entire Vendor Team, an amount equal to .8128% of Net Sales for the applicable Week.

2. Section 6 of the Agreement is amended by: 1) deleting Section 6(a) of the Agreement in its entirety and replacing it with the following language; 2) adding new subsections (b) and (c), as written below; and 3) renumbering the existing subsection 6(b) of the Agreement to subsection 6(d).

6. TERM

(a) Subject to Section 6(b) below, unless sooner terminated in accordance with the provisions of Section 19 of the Agreement, and subject to the provisions of Section 26 of the Agreement, the Agreement shall commence as of the Effective Date and shall end at the close of operations on June 30, 2022 (the "Original



Expiration Date”), and the TEL shall compensate the Vendor until the Original Expiration Date (unless earlier terminated pursuant to the terms of the Agreement) (the period from the Effective Date until the Original Expiration Date, the “Initial Term”).

- (b) Upon the Original Expiration Date (unless earlier terminated pursuant to the terms of the Agreement), the Agreement shall continue until the close of operations on June 30, 2027 (the “Extended Term”) (unless earlier terminated pursuant to the terms of the Agreement during the Extended Term) and the TEL shall compensate the Vendor through the Extended Term.
- (c) The TEL reserves the right to renew the Agreement for up to two (2) additional one (1) year terms after the Extended Term (any such exercised renewal period, a “Renewal Term” and collectively, the “Renewal Terms”, and with the Initial Term and the Extended Term, sometimes referred to herein collectively as the “Term”). The rights and obligations of the Parties with respect to any such Renewal Term shall be set forth in an amendment to this Agreement and/or in a separate written agreement between the Parties, in each case, which contains all of the mutually agreed-upon terms and conditions for such Renewal Term.

3. NO OTHER CHANGES

Except as set forth in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect as set forth therein.

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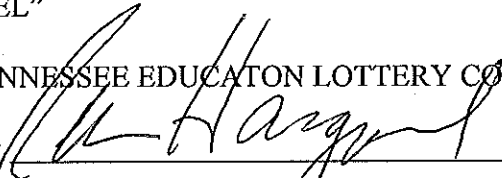


IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this First Amendment to be effective as of the day and year first above written.

“TEL”

TENNESSEE EDUCATION LOTTERY CORPORATION

By:



Its:

President + CEO

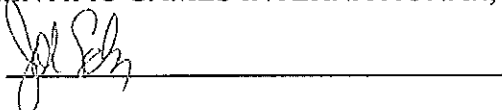
EXAMINED AS TO FORM & LEGALITY

Alonka W. Cluteham
Attorney, Tennessee Education Lottery Corporation

“Vendor”

SCIENTIFIC GAMES INTERNATIONAL, INC.

By:



Its:

SVP, Instant Products