

SIDE LETTER AGREEMENT

(December 17, 2021)

SG Gaming, Inc. (hereinafter the “Employer” or the “Company”) and the Communications Workers of America (hereinafter the “Union”) (the Employer and the Union are collectively referred to as the “Parties”) hereby agree to the following terms of this Side Letter:

1. The Employer agrees to make available the following number and types of positions during the term of the 2021-2023 Collective Bargaining Agreement, subject to the terms noted herein:

- a. Resorts World:
 - i. One Tech II – Day Shift
 - ii. One Tech II – Night Shift
 - iii. One Tech III – Day Shift
 - iv. One Tech III – Night Shift
- b. Empire (Yonkers):
 - i. One Tech II – Day Shift
 - ii. One Tech II – Night Shift
 - iii. One Tech III – Day Shift
 - iv. One Tech III – Night Shift

2. The foregoing positions are inclusive of the current Tech II and/or Tech III positions currently occupied and/or currently posted at Resorts World and Empire (Yonkers) and represent the maximum number of Tech II and Tech III positions at each facility.

3. Within sixty (60) calendar days of the 2021-2023 CBA Ratification Date, SG Gaming will add the following positions (to the extent not already filled as of the 2021-2023 CBA Ratification Date):

- a. Resorts World: two (2) Tech III positions (Day Shift and Night Shift); one (1) Tech II position (Night Shift); and
- b. Empire (Yonkers): two (2) Tech III positions (Day Shift and Night Shift); two (2) Tech II positions (Day Shift and Night Shift)

- c. The addition of the positions set forth in this Paragraph 3 represent promotional opportunities for the then current bargaining unit employees.

4. Within sixty (60) calendar days of the 2021-2023 CBA Ratification Date, the Employer will offer, as a promotional opportunity on a trial basis to then current bargaining unit employees, the above referenced newly added, open positions in order of Tech III (Day Shift), Tech III (Night Shift), Tech II (Day Shift), and Tech II (Night Shift), if any, for each location at which the employee works as of the date of the offer and in order of such employee's seniority, unless otherwise indicated in Paragraph 6 below. In the event that an existing Tech II accepts an offer of promotion to a Tech III position, then the resulting Tech II promotional opportunity will be offered in the manner noted above. Notwithstanding the foregoing, the promotional opportunities for existing or new positions will be offered in accordance with and subject to the terms of this Side Letter.

Upon acceptance of the offer of a promotion, the employee will start to receive the higher wage rate associated with the promotional opportunity as of the first full pay period after the effective date of the promotion. As of the effective date of the promotion, the promoted employee will receive the higher of either: a) the starting wage rate for the Tech II or Tech III position into which such employee was promoted as stated in Article XXXI, Section 2(B) or 2(C), as applicable, or b) the "across the board" and merit increases as stated in Article XXXI, Sections 4 and 8. The promoted employee must successfully complete the course requirements for the Tech II or Tech III position, as applicable, within six (6) months after the date on which the promotion is offered to the employee in order to retain the promotion and associated wage increase.

5. In the event that an employee receives and accepts an offer of a promotion opportunity to a Tech II or Tech III position on a trial basis but does not timely and successfully complete the course requirements for whatever reason for the Tech II or Tech III position, as determined by the Employer, within six (6) months from the effective date of the promotion, then: (a) such employee will return to his position prior to the promotion (i.e., Tech I or Tech II as applicable) on the shift then assigned by the Employer in its discretion to meet the Employer's business needs, (b) the wage increase provided to such employee upon the effective date of the promotion and during the six (6) month trial period will be rescinded effective at the end of the six (6) month period, and (c) the employee will return to the wage level he would have received in the absence of the promotion. The Employer retains the discretion as to whether such employee may receive a future promotional opportunity regardless of whether such employee eventually successfully completes the course work associated with the prior promotional opportunity. In the event that one or more of the Tech II or Tech III positions noted in Paragraph 1 above is vacated during the term of this Side Letter, then the Employer will offer the promotional opportunity to another bargaining unit employee in accordance with Article XXXII, Section 4 of the 2021-2023 Collective Bargaining Agreement.

6. At the current time, it is anticipated that the following bargaining unit employees will be offered the promotion opportunity for the positions noted below on either the day shift or night shift, as determined by the Employer, subject to the terms set forth herein; however, the actual persons offered the promotions will depend on, among other things, the position openings and qualifications/seniority of the then current bargaining unit employees at each location:

a. Resorts World:

Eddie Jackson (Tech II) to be offered the position of Tech III (Day Shift)

Lawrence Rowe (Tech I) to be offered the position of Tech II (Day Shift) or Tech III (Night Shift)

Justin Lord (Tech I) to be offered the position of Tech II (Day Shift) or Tech III (Night Shift) (Dependent on Lawrence Rowe Selection)

b. Empire (Yonkers):

Jermaine Nurse (Tech II) to be offered the position of Tech III (Night Shift)

Da'Shane James (Tech I) to be offered the position of Tech III (Day Shift)

Ryan Bryan (Tech I) to be offered the position of Tech II (Day Shift)

Gianna Guzman (Tech I) to be offered the position of Tech II (Night Shift)

c. In the event that one or more of the above listed persons is offered and accepts a supervisory position, alternative bargaining unit employees will be offered promotional opportunities in accordance with seniority on the available shifts as determined by the Employer.

7. The wage rate for the Tech II and Tech III positions are set forth in Article XXXI, Section 2 of the 2021-2023 Collective Bargaining Agreement. In the event that an employee wishes to accept a promotional opportunity to a different position or shift and such employee is receiving a wage rate higher than the wage rate set forth in Article XXXI, Section 2 of the 2021-2023 Collective Bargaining Agreement, then such employee will have his/her wage rate grandfathered and not lowered upon promotion and such employee will still receive the "across the board" and merit increase, if any, as stated in Article XXXI, Sections 4 and 8 of the Agreement.

8. The terms of this Side Letter are subject to the terms of the 2021-2023 Collective Bargaining Agreement and will expire at the same time as the expiration of the 2021-2023 Collective Bargaining Agreement.

9. The Employer and the Union acknowledge that during the negotiations that resulted in this Side Letter, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in full in this Side Letter and the 2021-2023 Collective Bargaining Agreement. Therefore, it is agreed that the terms set forth in this Side Letter and the

2021-2023 Collective Bargaining Agreement constitute the sole and entire agreement between the parties and supersede any and all prior agreements or understandings, either oral or written. The Employer and the Union agree that this Side Letter may only be modified, in writing, by mutual agreement of the Parties.

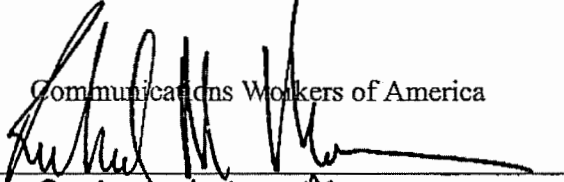
The Employer and the Union hereby agree to the above terms on this 17th day of December 2021.

BY: SG Gaming, Inc.



Name: Eileen Moore
Title: EVP & Chief Human Resources Officer

BY: Communications Workers of America



Name: Richard M. MORRISON
Title: CWA Staff Representative

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