LIGHT & WONDER, INC.

2016 Employee Stock Purchase Plan (“Plan”)

Canada Sub-Plan (“Canada Sub-Plan”)

SECTION 1. Application.

This Canada Sub-Plan shall apply to all Options granted to Eligible Employees of the Company’s subsidiaries located in Canada under the Plan as amended by the Canada Sub-Plan. Except where noted in this Canada Sub-Plan, the rules of the Plan shall apply to all Options granted to Eligible Employees in Canada. In the event of any conflict between the Plan and this Canada Sub-Plan, this Canada Sub-Plan will prevail.

SECTION 2. Definitions.

Unless otherwise defined in this Canada Sub-Plan, or unless the context clearly requires otherwise, capitalized terms used in this Canada Sub-Plan shall have the meaning ascribed to them in the Plan.

“*Date of Termination*” means the later of (i) the date upon which the Participant ceases active performance of services for the Company or a Subsidiary, without regard to any express or implied period of contractual or common law notice of termination, pay in lieu of notice of termination or damages in lieu of such notice of termination; and (ii) the end of any minimum period of notice, or pay in lieu of notice period, (if any) required by applicable employment and/or labour standards legislation, and then only to the minimum extent required by such legislation.

SECTION 3. Exercise of Options.

Section 10(c) of the Plan is replaced with the following wording:

“Notwithstanding anything herein to the contrary, the obligation of the Company to issue and deliver shares of Stock under the Plan is subject to the approval required of any governmental authority in connection with the authorization, issuance, sale or transfer of said shares of Stock, to any requirements of any national securities exchange applicable thereto, and to compliance by the Company with other applicable legal requirements in effect from time to time, including without limitation any applicable tax withholding requirements. The Company may adopt and apply rules that in its opinion will ensure that the Company will be able to comply with applicable provisions of any federal, provincial, state or local law relating to withholding of tax, including on the amount, if any, includable in taxable income of a Participant. The Company shall have the right in its discretion to satisfy any withholding tax liability by retaining or purchasing shares of Stock acquired by a Participant under the Plan.”

SECTION 4. Termination of Employment.

Section 13 of the Plan is replaced with the following wording:

“Subject to Section 14 of the Plan, upon the termination of a Participant’s service with the Company or a Subsidiary for any reason, and regardless of whether the termination of a Participant’s service with the Company or a Subsidiary is with or without cause, and with or without notice, even if the termination is in violation of an obligation to the Participant, such person will immediately cease to be a Participant on the Date of Termination, and any Option held by such Participant under the Plan on the Date of Termination will be deemed cancelled, the balance of his or her withholding account will be returned to him or her, and such person will have no further rights under the Plan. Subject to the minimum requirements of applicable employment and/or labour standards legislation, the Company shall have the discretion to determine the Date of Termination of a Participant's service with the Company or a Subsidiary for the purposes of this Section 13."

SECTION 5. Employment Rights and Stockholder Rights.

Section 16 of the Plan is replaced with the following wording:

"(a) Nothing contained in the provisions of the Plan will be construed to give to any employee the right to be retained in the employ of the Company or a Subsidiary or to interfere with the right of the Company or a Subsidiary to discharge any employee at any time. Subject to the minimum requirements of applicable employment and/or labour standards legislation, and then only to the minimum extent required by such legislation, the loss of existing or potential profit in Options following the Date of Termination will not constitute an element of damages in the event of termination of employment for any reason, including in the event of termination of employment with or without cause, and with or without notice, even if the termination of employment is in violation of an obligation to the Participant.

(b) Neither an Eligible Employee nor a Participant shall have any rights as a stockholder with respect to shares subject to an Option issued hereunder until such Option has been exercised and shares issued in accordance with the terms of the Plan."