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CSG

NHLottery

Over $2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER H. Andy Crews
COMMISSIONER Erle B. Pierce
EXECUTIVE DIRECTOR Charles R. McIntyre

November 20, 2024

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The New Hampshire Lottery Commission (Lottery) requests authorization for a **sole source** amendment to extend the contract with Intralot, Inc. of Duluth, Georgia (Vendor #201001) for the Lottery's central gaming system and associated services by an additional seven (7) years from September 30, 2026 to September 30, 2033, effective upon Governor & Council approval, subject to the costs and fees set forth in the proposed contract amendment. The original contract was approved by Governor & Council on September 9, 2009 (Item #133) and commenced on July 1, 2010. The contract has previously been amended on April 17, 2013 (Item #98; April 23, 2014 (Item #78); February 7, 2018 (Item #41); November 25, 2019 (Item #72A); and March 13, 2024 (Item #5D). **100% Lottery Funds.**

EXPLANATION

The Lottery is proposing a seven (7) year extension of the contract for the retail lottery gaming system and associated services with Intralot, Inc. This contract was first executed on September 9, 2009, with services commencing on July 1, 2010. Over the past fifteen (15) years, the contract has been amended five (5) times to add additional scope and services and to extend the term of the contract.

The Lottery now seeks to extend the existing agreement, which is presently set to expire on September 30, 2026, by seven years. Intralot proposes maintaining its existing base fee while offering a flexible and robust central gaming system, new terminals for retailers that will provide cashless technology, and additional resources. The contract also provides options for digital signage, in-lane, and self-service selling capabilities, in an effort to enhance and modernize the retail experience for store operators.

The Lottery has determined that extending the existing contract is a better value and use of resources than engaging in a new procurement. Intralot proposes continuing to provide the same base fee of 1.435%, that has been in effect since July 1, 2010, for the entire term of the extended contract. This is advantageous for several reasons. First, upgrading the central system and equipment slowly, rather than with a synchronized full-scale conversion, will decrease the impact on the retail partners and Lottery staff and allow for business continuity. Second, recent competitive central gaming system procurements are found to increase costs by an average of

23% for jurisdictions of similar size and scope to New Hampshire. Finally, the current contract expires September 30, 2026. By initiating an extension, the enhancements to retail equipment, an upgraded system, and additional services can begin immediately and be operational eight (8) to ten (10) months earlier than going through the bid process.

Based on the foregoing, the Lottery requests approval of this contract amendment.

Respectfully submitted,

Charles R. McIntyre
Executive Director

Amendment 6 to
Contract Dated July 1, 2010
Between the New Hampshire Lottery Commission
and Intralot, Inc.

This Amendment No. 6 ("Amendment") is made and entered into by and between the New Hampshire Lottery Commission ("NHLC) and Intralot, Inc. ("Intralot"), collectively referred to as "the Parties", as follows:

WHEREAS, the Parties entered into a contract agreement for a lottery gaming system with associated services and equipment approved by Governor & Council on September 9, 2009, (Item #133) and commencing on July 1, 2010;

WHEREAS, the Parties amended this agreement (Amendment #1) on February 27, 2013, which was approved by Governor & Executive Council on April 17, 2013, (Item # 98) to provide enhancements to the gaming system;

WHEREAS, the Parties further amended this agreement (Amendment # 2) on April 10, 2014, approved by Governor & Executive Council on April 23, 2014 (Item # 78) to extend the completion date of the agreement by four years to June 30, 2020;

WHEREAS, the Parties further amended this agreement (Amendment # 3) on November 16, 2017, approved by Governor & Council on February 7, 2018 (Item # 41) to add scope of work to the contract and extend the completion date by five years to June 30, 2025;

WHEREAS, the Parties further amended this agreement (Amendment # 4) on November 8, 2019, approved by Governor & Council on November 25, 2019 (Item # 72A) to add scope of work to the contract related to sports betting;

WHEREAS, the Parties further amended this agreement (Agreement # 5) on February 12, 2024, approved by Governor & Council on March 13, 2024 (Item # 5D) to extend the term of the agreement by 15 months to September 30, 2026, provide additional support, and remove outdated scopes of work;

WHEREAS, the NHLC believes it is in the best interest to the State of New Hampshire and its 1,500 retailers to initiate a contract extension to decrease the impact from a large scale and simultaneous system conversion and training and to have a methodical rollout of modern equipment and a robust central gaming system to minimize impact of business operations of the retail network and the operations of the NHLC while ensuring continued revenue creation for the Education Trust Fund;

WHEREAS, the Parties have agreed to amend the contract to extend the completion date by an additional seven years, provide a new versatile and robust gaming system, additional retail services and new equipment, and secure base pricing at an advantageous rate;

NOW, THEREFORE, for the reasons set forth above, the Parties wish to make further amendments to this agreement as follows:

1. Section 1.7 "Completion Date" is amended to read "September 30, 2033."

2. Intralot will provide additional goods and services detailed in Exhibit B effective on the approval of this Amendment by Governor & Executive Council.

3. Except as expressly amended or modified hereby, all terms, conditions and provisions of the agreement, as amended, are and shall remain in full force and effect.

[Signature Page Follows]

NOW THEREFORE, the Parties set their hands and execute this Amendment on the dates set forth below:

New Hampshire Lottery Commission	Intralot, Inc.
By: Charlie McIntyre	By: Nikos Nikolakopoulos
Title: Executive Director	Title: CEO
Date: 11/20/24	Date: 11/20/2024

Notary Public/Justice of the Peace

COUNTY Dekalb STATE Georgia

On the 20th day of November, 2024 personally appeared before me, the above named Nikos Nikolakopoulos in his/her capacity as authorized representative of Intralot, Inc., known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

BEATRIX JONES
MY COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 24, 2027
DEKALB COUNTY, GEORGIA

Notary Public/Justice of the Peace

My Commission Expires: Oct. 24 2027

Signature Page Continued:

New Hampshire Attorney General

By: Mark W. Pelletier

Title: Assistant Attorney General

Date: 11/25/2024

Secretary of State/Governor & Council

By: _____

Title: _____

Date: _____

EXHIBIT A

Modification of Section 10 Language

To

Form P37: Intralot and the New Hampshire Lottery

The New Hampshire Lottery and Intralot agree to the following modified language at Section 10 of the Form P37 Agreement dated November 20, 2024:

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law and requires prior written approval of the State.

10.4 Notwithstanding the terms of this **Section 10** or as may be elsewhere contained in this agreement, all Property and intellectual property rights, and ownership thereof, in any Property and intellectual property owned by or licensed to Intralot ("Owned Intellectual Property"), and any copies thereof (including all documentation, code and/or logic which describes and/or comprises any part of the Owned Intellectual Property) remains the sole property of Intralot (or its licensors), and any resulting goodwill from use of the Owned Intellectual Property shall inure solely to the benefit of Intralot or its licensors, as the case maybe.

EXHIBIT B

I. Base Offer/Included Items

A. Equipment

Intralot will provide one thousand seven hundred (1700) new PhotonX terminal sets including barcode reader, printer, ticket checker & CDUs. In addition to the PhotonX terminal sets, the table below outlines the monthly leasing rates for additional retail equipment that will be acquired by Lottery with the execution of this amendment.

Item	Quantity	Monthly Lease Price per Item	Total
17" PADs	1,150	$ 6.00	$ 6,900.00
32" PADs	150	$ 6.00	$ 900.00
DTFlex 30 Bins	290	$ 299.00	$ 86,710.00
DTFlex 35 Bins	290	$ 339.00	$ 98,310.00
Keno 603 signs	325	$ 11.80	$ 3,835.00
PhotonX Sets(Liquor Stores)	76	$ 89.00	$ 6,764.00
Keno Monitors 32"	183	$ 16.00	$ 2,928.00
Keno Monitors 40"	513	$ 16.00	$ 8,208.00
Jackpot Signs	900	$ 21.00	$ 18,900.00
GameStations	325	$ 196.00	$ 63,700.00
Ingenico 3600 Cashless/Brackets Self Service Terminals	905	$ 22.50	$ 20,362.50
Ingenico 3600 Cashless/Brackets PhotonX	1,700	$ 22.50	$ 38,250.00
Total Monthly			$ 355,767.50
Total Yearly			$4,269,210.00

B. LotosX Key Modules

Intralot will provide the LotosX Omni system. The LotosX Omni system is a fully equipped, cloud-based, active/active, versatile and adaptable platform, designed to accommodate multichannel sales and local ICS. The LotosX modules provided hereunder will include:

- Lottery Game Engine: The Lottery Game Engine provides efficient centralized end-to-end management of all lottery products across multiple operations, platforms, and sales channels.
- CanvasX Digital Signage: The CanvasX digital signage provides content management delivery and playout of top-quality content for all game verticals at the POS.
- Security Module: The Security module employs security controls and rules that apply to all functionality of the LotosX.
- Instant Games Management System (IGMS): The Instant Games Management system (IGMS) module enables the effective and efficient management of any instant game.
- RetailerX Management System: The RetailerX module offers 360-degree control for managing the retailers' operational aspects.
- PlayerX Player Account Management (PAM): PAM offers player account management.

- Device Management System: The Device Management System provides a solution for terminal management inventory, including all field equipment (PADs, Monitors and Signs), and remote network monitoring.

Additionally, the LotosX Omni system offers the following key features:

- Failover Capability.
- Performance Optimization and Efficiency.
- QA Testing Automation.
- Monitoring and Support.

C. Retail Digital Program (RDP) Scan n' Play - PAM Integration (3rd Party, PlayerX, Digital Play Slips & Tickets)

Secondary to the Lottery's iLottery Player Account Management system ("iLottery PAM"), Intralot will provide its proprietary player account management system PlayerX, an integrated online gaming platform that offers player account management and supports API access for approved third parties to New Hampshire Lottery ("Intralot PAM").

Intralot will configure, localize, and deploy Intralot PAM, expose all the required APIs for the required integrations to the iLottery PAM and mobile native application which will be provided by NH Lottery's designated vendors to implement all the required player journeys in retail for the registered players.

Intralot PAM will facilitate registered players to participate digitally in NH Lottery's retail locations through the mobile application that will create digital tickets as described below:

- Scan & Play: Registered Players can create digital coupons via the mobile application and submit them by scanning a generated QR code at either an Over the Counter (OTC) retail terminal (PhotonX) or a Self-Service Terminal (SST) in retail locations. Upon completion of the transaction, a digital ticket/receipt is stored in the player's account.

- Scan & Pay: Registered and verified players can pay via retailer terminals (PhotonX) or Self-Service Terminals (SSTs) with funds from their iLottery wallet the digital coupons created under the Scan & Play functionality described above.

- Responsible gaming limits can be applied to retail player journeys of registered players.

- Support implementation of mobile cashing and claims functionality for winning tickets.

- Support implementation of registered players fund of iLottery wallet from retail via purchase of vouchers (iLottery cash-in).

- Support implementation of registered players withdraw of funds from iLottery wallet to retail (iLottery cashout).

D. Headcount

On top of the current personnel, Intralot will proceed to the allocation of additional staff, as follows:

- Allocation of Resource for Games Support: Intralot will allocate a senior subject matter expert who will dedicate 20% of their time in supporting the NH Lottery with experience in portfolio management, prize structure creation/optimization to lead game changes with the Lottery.
- Allocation of Resource for Data Analytics Support: Intralot will allocate a senior subject matter expert who will dedicate 20% of their time in supporting the NH Lottery in data analysis with expertise to measure promotions results, garner insights from digital displays for ROI, analyze games performance and profitability. Reporting can be provided weekly, monthly, annually and/or as requested by the NH Lottery.
- Content Coordinator (dedicated resource): A Subject Matter Expert to create content and update/manage digital signage per retailer per schedule.
- Field Service Technician (dedicated resource): Two additional field service technicians to support the field maintenance and installation of additional equipment.
- No dedicated employee to the NH Lottery contract shall be shared with another jurisdiction, agency, company or lottery without permission from the NH Executive Director or their appointee.

E. Retailer Portal Expansion

Through Intralot's third-party training partner, Intralot will make available to the NH Lottery retailers an enhanced platform for storing and managing essential documentation, including Quick Reference Cards, training guides, and marketing materials. Retailers will have easy access to download these resources for their use and reference, ensuring they have the tools and information needed for efficient operations. The platform will also provide the option to update and distribute new materials quickly, keeping all stakeholders informed and up to date.

II. Offered Options

Subject to the New Hampshire Lottery's request in writing, and in addition to the deliverables provided under Section I. above, Intralot will also provide the following:

A. Leasing Additional Equipment

The table below outlines the applicable monthly leasing rates for retail equipment that the Lottery has the option to acquire during the new contract period:

Item	Monthly Lease Price per Item				
Number of Contract Years Remaining	7	6	5	4	3
17" PADs	$ 7.00	$ 7.80	$ 8.80	$ 10.00	$ 11.50
32" PADs	$ 7.00	$ 7.80	$ 8.80	$ 10.00	$ 11.50
DTFlex 30 Bins	$339.00	$356.00	$381.00	$416.00	$469.00
DTFlex 35 Bins	$376.00	$396.00	$422.00	$460.00	$516.00
Keno 603 signs	$ 13.00	$ 14.00	$ 15.50	$ 17.00	$ 19.00
PhotonX / Proton Sets	$ 92.00	$ 96.00	$100.00	$105.00	$111.00
Keno Monitors 32"	$ 17.00	$ 18.00	$ 19.50	$ 20.50	$ 22.00
Keno Monitors 40"	$ 17.00	$ 18.00	$ 19.50	$ 20.50	$ 22.00
Jackpot Signs	$ 22.00	$ 23.00	$ 24.50	$ 26.00	$ 28.00
GameStations	$202.00	$214.00	$222.00	$232.00	$247.00
Ingenico 3600 Cashless/Brackets	$ 22.50	$ 24.50	$ 27.00	$ 30.00	$ 33.00

B. Market Research and Retail Program

The Lottery will have the option to purchase from Intralot a Market research and Retail program that can be conducted via Intralot Labs innovation hub. Research can be conducted with third-party vendors such as Capuchin, Spectrum, Ipsos, etc. The cost of research and services requested by the Lottery shall include internal and external resources and it will be charged on a time and material basis. The annual cost for such services is estimated to not exceed $150,000 per fiscal year. The Lottery acknowledges that the dollar amount estimated in the previous sentence is an estimate only and actual annual cost may be higher.

C. Cashless Program Services

At the Lottery's option, Intralot shall provide and install the Equipment and provide the Cashless Software Development Services at the prices set forth in Table 1.

Table 1: Equipment and Services

Equipment / Service	Price (per unit)
Installation and rollout of the Cashless Equipment fee (per unit)	$140
Cashless Software Development	$280,000

If the Lottery chooses to exercise the cashless option at the execution of the amendment, then the cashless equipment installation and rollout fee is waived.

Management of Cashless Program:

If the Lottery chooses to exercise the Cashless option, Intralot shall manage the Cashless program by providing the Cashless call center, estate management, financial management, maintenance of the Cashless equipment, merchant of record and chargeback processing, and other cashless-related services. Intralot shall provide two (2) dedicated Cashless case managers. These managers will serve retail customers cashless events that are served to them from the Intralot call center through a CRM system that Intralot will provide. Calls that come in outside from 7:00 am to 5:00 pm will be routed to Intralot's System Operations team. The Cashless call center shall take inbound calls from Retailers and the players.

As part of the ongoing management and maintenance of the Cashless Program, Intralot will receive additional compensation equal to thirty-five percent (35%) of Cashless related fees with a guaranteed minimum compensation of $200,000 per year. These Cashless related fees shall include interchange transaction fees, acquirer transaction fees, chargeback processing fees, and monthly estate management fees, all as charged by third-party providers in relation to the sale of lottery tickets via Cashless purchase methods.

The Lottery shall be liable for reimbursing Intralot for any customer chargebacks. Chargeback dispute limits will be mutually agreed upon between Intralot and the New Hampshire Lottery. Intralot shall provide training services to Retailers, the State, and Customer to support implementation of Cashless vending at no additional cost.

D. Instant Ticket Telemarketing with Distribution Software and Hardware

At the Lottery's option, Intralot shall provide three (3) dedicated Telemarketers trained to manage the fulfillment of instant ticket orders for retailers. Telemarketers will receive inbound calls and make outbound calls to retailers, using Intralot's automated predictive inventory replenishment software application to determine the optimal quantity of instant tickets for each retailer based on demand forecasts and inventory needs. Calls received outside of standard operating hours (7:00 am to 5:00

pm) will be automatically routed to Intralot's System Operations team to ensure continuous support and timely order processing.

Intralot will also provide instant ticket distribution software and hardware for the pick n pack stations (up to 5 packing stations) to be used by the Lottery personnel in the existing Lottery warehouse facilities.

If the Lottery chooses to exercise this option, Intralot will receive monthly compensation of $32,000.

E. Terminal Paper Distribution

At the Lottery's option, Intralot will undertake the distribution of thermal roll paper to the retailers. The cost for the distribution of thermal paper rolls will be charged to the Lottery on a cost plus (8%) basis. The cost of distribution shall include storage of paper, order processing, shipping materials and equipment, next day shipping cost, and personnel resources.

F. Beacon Technology / Join n Play

At the Lottery's option, Intralot will deploy Beacon devices and related software in retail environments that offer enhanced personal engagement by offering additional methods of participation as described below:

Join & Play: Players will be automatically connected to a dedicated in-venue, a Beacon device, allowing them to play directly through the NH Lottery mobile application and access their digital wallet. This feature is available if the player remains within a specified area.

The leasing cost for the provision, configuration, and ongoing software maintenance of Beacons is $30,000 per month per 500 units. The minimum order quantity is 500 units.

G. In-Lane/Self-Checkout Lottery Solutions

At the Lottery's option, Intralot, through a third-party vendor (i.e. Abacus), shall provide In-Lane/Self-Checkout (ILSC) solution services. The ILSC system will enable seamless lottery transactions at the point of sale (POS) systems that are already in place. The integration process includes developing and implementing custom APIs that connect Intralot's LotosX Omni platform with the ILSC system, allowing for real-time transaction processing and ticket validation directly through the retailer's checkout lanes.

If the Lottery chooses to exercise this option, the initial fee for the development and integration of the solution with LotosX Omni is $200,000 ("In-Lane/Self-Checkout Set-Up Fee"); and the annual fee for the ongoing maintenance of the ILSC solution is $60,000 per year ("In-Lane/Self-Checkout Maintenance Fee"); and 2.5% applied on total ILSC sales ("In-Lane/Self-Checkout Revenue Share Fee"). If the Lottery chooses to conduct a pilot of the ILSC solution, the pilot period shall not exceed 6 months (the "In-Lane/Self-Checkout Pilot Period"). Only for the duration of the In-Lane/Self-Checkout Pilot Period, the In-Lane Self-Checkout Maintenance Fee and In-Lane/Self-Checkout

Revenue Share Fee shall not apply. For the avoidance of doubt, the In-Lane/Self-Checkout Set-Up Fee shall apply.

H. Virtual Sports

At the Lottery's option, Intralot will offer Virtual Sports games through a third-party provider to deliver a steady stream of betting content, including new events like horse racing and other sports. These events will be generated and displayed on digital monitors. Virtual games will be tailored to meet specific Return to Player (RTP) targets. RTP is defined as prizes won by the players.

If the Lottery chooses to exercise this option, any hardware that may need to be installed or deployed at retailers will be charged to the Lottery on a cost plus (8%) basis. Depending on the virtual sports game and third-party vendor selected, Intralot will work with the Lottery to define the Revenue Share fee %.

I. Automated Instant Ticket Accounting Devices

At the Lottery's option, in collaboration with an agreed third-party vendor, Intralot will provide instant ticket accounting devices with a bin capacity which will be agreed between Intralot and the Lottery at the time the Lottery exercises the option. The instant ticket devices shall be accessible by retailers and will also offer the following automated accounting functionalities: (i) automatic tracking of the actual dollar amount of sales of instant tickets in real time; and (ii) the number of instant tickets sold.

If the Lottery chooses to exercise this option, the leasing fee for such equipment shall be mutually agreed based on bin capacity and cost.

J. HTML5 games on Self-Service Kiosks/GameStations

At the Lottery's option, in collaboration with an agreed third-party vendor, Intralot will design and deliver a customized suite of HTML5-based lottery games tailored to align with e-instant games, including but not limited to aspects such as game design, graphics, and play style. These games will be developed for integration with Intralot's GameStation platform. The development process will encompass all necessary testing to ensure integration with existing systems, as well as compliance with regulatory requirements and industry standards.

The games are classified as:

- Existing Games: games that are already in existence (in the portfolio of Intralot games and games vendors).
- New Games: games that are developed for the Lottery (not in the portfolio of Intralot games and games vendors).

If the Lottery chooses to exercise this option, the game development fixed fees per game are provided in the table below as per game classification.

Classification	Fixed Fee
Existing Games	$16,600.00
New Games	$46,500.00

If the Lottery chooses to exercise this option, any licensing fees associated with third-party games delivered under this Agreement, if applicable, shall be invoiced to the Lottery on a cost-plus basis.

K. Retail Digital Menu Boards

At the Lottery's option, Intralot will deploy advanced digital menu boards to enhance the display of available instant games at the retailer locations. These electronic menu boards will be designed with high-resolution 43-inch displays that showcase the available instant games, including game titles, prices, and any relevant promotional information. The menu boards will be equipped with dynamic content areas that can be customized to reflect current jackpots, new game releases, and other marketing messages. The content displayed on these digital menu boards will be customizable and will allow for real-time content updates to reflect the most current game offerings and promotions.

If the Lottery chooses to exercise this option, the leasing fee for the Digital Menu Boards per 100 units will be $3,500 per month. The minimum order for Digital Menu Boards is 100 units per order. If the Lottery chooses to order Digital Menu Boards with a display size other than 43 inches, pricing will be agreed between Intralot and the Lottery at the time the Lottery chooses to exercise this option.

L. Digital Play Stations

At the Lottery's option, Intralot will work with a mutually agreed vendor to provide the Lottery with Digital Play Stations, with features and specifications mutually agreed between the parties. Intralot's compensation for this optional deliverable will be agreed between the parties at the time the Lottery elects to exercise the option and will consider any and all third-party costs, and time and effort invested by Intralot.

EXHIBIT C

I. Base Proposal Pricing

A. Equipment

Item	Quantity	Monthly Lease Price per Item	Total
17" PADs	1,150	$ 6.00	$ 6,900.00
32" PADs	150	$ 6.00	$ 900.00
DTFlex 30 Bins	290	$ 299.00	$ 86,710.00
DTFlex 35 Bins	290	$ 339.00	$ 98,310.00
Keno 603 signs	325	$ 11.80	$ 3,835.00
PhotonX Sets(Liquor Stores)	76	$ 89.00	$ 6,764.00
Keno Monitors 32"	183	$ 16.00	$ 2,928.00
Keno Monitors 40"	513	$ 16.00	$ 8,208.00
Jackpot Signs	900	$ 21.00	$ 18,900.00
GameStations	325	$ 196.00	$ 63,700.00
Ingenico 3600 Cashless/Brackets Self Service Terminals	905	$ 22.50	$ 20,362.50
Ingenico 3600 Cashless/Brackets PhotonX	1,700	$ 22.50	$ 38,250.00
Total Monthly			$ 355,767.50
Total Yearly			$ 4,269,210.00

B. Cashless Software Development and Management Fees

a. Software Development Fee

Equipment / Service	Price (per unit)
Cashless Software Development	$280,000

b. Cashless Management Fee

As part of the ongoing management and maintenance of the Cashless Program, Intralot will receive additional compensation equal to thirty-five percent (35%) of Cashless related fees with a guaranteed minimum compensation of $200,000 per year.

II. Offered Options Pricing

Subject to the New Hampshire Lottery's request in writing, and in addition to the deliverables provided under Section I. above, Intralot will also provide the following:

A. Leasing Additional Equipment

The table below outlines the applicable monthly leasing rates for retail equipment that the Lottery has the option to acquire during the new contract period:

Item	Monthly Lease Price per Item				
Number of Contract Years Remaining	7	6	5	4	3
17" PADs	$ 7.00	$ 7.80	$ 8.80	$ 10.00	$ 11.50
32" PADs	$ 7.00	$ 7.80	$ 8.80	$ 10.00	$ 11.50
DTFlex 30 Bins	$339.00	$356.00	$381.00	$416.00	$469.00
DTFlex 35 Bins	$376.00	$396.00	$422.00	$460.00	$516.00
Keno 603 signs	$ 13.00	$ 14.00	$ 15.50	$ 17.00	$ 19.00
PhotonX / Proton Sets	$ 92.00	$ 96.00	$100.00	$105.00	$111.00
Keno Monitors 32"	$ 17.00	$ 18.00	$ 19.50	$ 20.50	$ 22.00
Keno Monitors 40"	$ 17.00	$ 18.00	$ 19.50	$ 20.50	$ 22.00
Jackpot Signs	$ 22.00	$ 23.00	$ 24.50	$ 26.00	$ 28.00
GameStations	$202.00	$214.00	$222.00	$232.00	$247.00
Ingenico 3600 Cashless/Brackets	$ 22.50	$ 24.50	$ 27.00	$ 30.00	$ 33.00

B. Market Research and Retail Program

The annual cost for such services is estimated to not exceed $150,000 per fiscal year. The Lottery acknowledges that the dollar amount estimated in the previous sentence is an estimate only and actual annual cost may be higher.

C. Cashless Installation and Rollout Fees

Intralot shall install and rollout the Cashless equipment at the prices set forth below.

Equipment / Service	Price (per unit)
Installation and rollout of the Cashless Equipment fee (per unit)	$140

If the Lottery chooses to exercise the cashless option at the execution of the amendment, then the cashless equipment installation and rollout fee is waived.

D. Instant Ticket Telemarketing with Distribution Software and Hardware

Intralot will receive monthly compensation of $35,000.

E. Terminal Paper Distribution

The cost for the distribution of thermal paper rolls will be charged to the Lottery on a cost plus (8%) basis.

F. Beacon Technology / Join n Play

The leasing cost for the provision, configuration, and ongoing software maintenance of Beacons is $30,000 per month per 500 units.

G. In-Lane/Self-Checkout Lottery Solutions

The initial fee for the development and integration of the solution with LotosX Omni is $200,000 ("In-Lane/Self-Checkout Set-Up Fee"); and the annual fee for the ongoing maintenance of the ILSC solution is $60,000 per year ("In-Lane/Self-Checkout Maintenance Fee"), and 2.5% applied on total ILSC sales ("In-Lane/Self-Checkout Revenue Share Fee").

H. Virtual Sports

Any hardware that may need to be installed or deployed at retailers will be charged to the Lottery on a cost plus (8%) basis. Depending on the virtual sports game and third-party vendor selected, Intralot will work with the Lottery to define the Revenue Share fee %.

I. Automated Instant Ticket Accounting Devices

The leasing fee for such equipment shall be mutually agreed based on bin capacity and cost.

J. HTML5 games on Self-Service Kiosks/GameStations

The game development fixed fees per game are provided in the table below as per game classification.

Classification	Fixed Fee
Existing Games	$16,600.00
New Games	$46,500.00

Any licensing fees associated with third-party games delivered under this Agreement, if applicable, shall be invoiced to the Lottery on a cost-plus basis. Specifically, Intralot shall charge the Lottery any game licensing fees or other third-party charges on a pass-through basis.

K. Retail Digital Menu Boards

The leasing fee for the Digital Menu Boards per 100 units will be $3,500 per month. If the Lottery chooses to order Digital Menu Boards with a display size other than 43 inches, pricing will be agreed between Intralot and the Lottery at the time the Lottery chooses to exercise this option.

L. Digital Play Stations

Intralot will work with a mutually agreed vendor to provide the Lottery with digital play stations, with features and specifications mutually agreed between the parties. Intralot's compensation for this optional deliverable will be agreed between the parties at the time the Lottery elects to exercise the option and will take into account any and all third-party costs, and time and effort invested by Intralot.

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that INTRALOT, INC. is a Georgia Profit Corporation registered to transact business in New Hampshire on February 09, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **608368**

Certificate Number: **0006806010**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of November A.D. 2024.

David M. Scanlan
Secretary of State

Certificate of Incumbency and Authority
INTRALOT, Inc.

I, **Jay M. Lapine**, being the Secretary of INTRALOT Inc., a Georgia corporation, do hereby certify that,

I. The following individuals are duly qualified and acting Officers, as indicated, of INTRALOT Inc, holding the offices set forth opposite the names below. Further, said Officer are empowered to act on behalf of and bind the Corporation consistent with the By-Laws, Board of Directors Policies, and any enabling resolutions of the Board of Directors.

A. Nikos Nikolakopoulos, Chairman and CEO
B. Kostas Antonetsis, Chief Financial Officer
C. Terry Patterson, COO

IN WITNESS WHEREOF, I have executed this Certificate on behalf of INTRALOT Inc., this November 15, 2024.

Jay M. Lapine, Secretary & Chief Legal Officer

Client#: 297795 INTRINC3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Edgewood Partners Ins. Center
2405 Satellite Boulevard
Duluth, GA 30096
770 232-0202

CONTACT NAME: Tracy Graham
PHONE (A/C, No, Ext): 770 232-0202 FAX (A/C, No):
E-MAIL ADDRESS: Tracy.Graham@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Co of America	25666
INSURER B : Travelers Property Casualty Co of Amer	25674
INSURER C : The Phoenix Insurance Company	25623
INSURER D : Great American Insurance Company	16691
INSURER E : The Charter Oak Fire Insurance Company	25615
INSURER F :	

INSURED
Intralot, Inc.
11360 Technology Circle
Duluth, GA 30097

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	H6304655M850TIA24	11/01/2024	11/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY	X	X	810A30705132413G	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUPA30905362413	11/01/2024	11/01/2025	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	UBA30707102413G	11/01/2024	11/01/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Excess Liability			TUE0190634-15	11/01/2024	11/01/2025	$10,000,000 each occ.	
D	Excess Liability			TUE0190634-15	11/01/2024	11/01/2025	$10,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

New Hampshire Lottery
14 Integra Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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C-49

NHLottery

Over $2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER H. Andy Crews
COMMISSIONER Erle B. Pierce
EXECUTIVE DIRECTOR Charles R. McIntyre

5D

February 20, 2024

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The New Hampshire Lottery Commission (Lottery) requests authorization for a **sole source** amendment to extend the contract with Intralot, Inc. of Duluth, Georgia (vendor # 201001) for the Lottery's central gaming system and associated services by an additional fifteen (15) months from June 30, 2025, to September 30, 2026, effective upon Governor & Council approval, at the same contracted rate. The original contract was approved by Governor & Council on September 9, 2009, item #133; amended April 17, 2013, item #98, amended April 23, 2014, item #78, amended February 7, 2018, item 3 41, and amended November 25, 2019, item # 72A. 100% Lottery Funds.

EXPLANATION

The Lottery is proposing a fifteen (15) month extension of the contract for the retail lottery gaming system and associated services with Intralot, Inc. This contract was first entered into on September 9, 2009, with services commencing on July 1, 2010. Over the past fifteen (15) years, the contract has been amended four (4) times to add additional scope and services and to extend the term of the contract.

In November of 2017, Amendment # 3 of the agreement added an iLottery gaming platform and services to the scope of work and extended the contract term to June 30, 2025. Presently, both the retail gaming system and iLottery gaming system are provided under the Intralot contract. The Lottery intends to separate the iLottery and retail gaming systems into separate contracts beginning on July 1, 2025, and has completed a separate procurement process for the iLottery system.

The Lottery has determined that the simultaneous expiration of the iLottery and retail gaming system contracts is likely to cause a significant disruption in the business operations of the agency and will overburden the staff who support both retail and iLottery products.

Accordingly, the Lottery believes that a brief extension of the Intralot contract is in the best interest of the State. In addition to extending the term to September 30, 2026, the proposed extension will remove outdated scopes of work including iLottery and lottery retailer-based sports betting. This extension will allow the Lottery to complete and stabilize the iLottery system conversion before addressing a potential retail gaming system conversion on October 1, 2026.

Based on the foregoing, Lottery requests approval of this contract amendment.

Respectfully submitted,

Charles R. McIntyre
Executive Director

Amendment 5 to
Contract Dated July 1, 2010
Between the New Hampshire Lottery Commission
and Intralot, Inc.

This Amendment No. 5 ("Amendment") is made and entered into by and between the New Hampshire Lottery Commission ("NHLC) and Intralot, Inc. ("Intralot" or "Contractor"), collectively referred to as "the Parties", as follows:

WHEREAS, the Parties entered into a contract agreement for a lottery gaming system with associated services and equipment approved by Governor & Council on September 9, 2009, (Item #133) and commencing on July 1, 2010;

WHEREAS, the Parties amended this agreement (Amendment #1) on February 27, 2013, which was approved by Governor & Executive Council on April 17, 2013, (Item # 98) to provide enhancements to the gaming system;

WHEREAS, the Parties further amended this agreement (Amendment # 2) on April 10, 2014, approved by Governor & Executive Council on April 23, 2014 (Item # 78) to extend the completion date of the agreement by four years to June 30, 2020;

WHEREAS, the Parties further amended this agreement (Amendment # 3) on November 16, 2017, approved by Governor & Council on February 7, 2018 (Item # 41) to add scope of work to the contract and extend the completion date by five years to June 30, 2025;

WHEREAS, the Parties further amended this agreement (Amendment # 4) on November 8, 2019, approved by Governor & Council on November 25, 2019 (Item # 72A) to add scope of work to the contract related to sports betting;

WHEREAS, the contract as amended includes scopes of work for a lottery gaming system and associated services, an iLottery gaming platform which has been subcontracted by Intralot, and a parlay sports betting system;

WHEREAS, NHLC has initiated a public procurement process for an iLottery platform and associated services with an anticipated contract start date of July 1, 2025 (RFP Lot 2023-02);

WHEREAS, NHLC and Intralot have mutually agreed to not launch the parlay sports betting system to focus on the support and enhancement of traditional retail lottery products;

WHEREAS, NHLC believes it is in the best interest of the state to initiate the contract process for the lottery gaming system after the completion of the iLottery contract process to minimize disruption in the business operations of the NHLC and to ensure continued revenue creation for the Education Trust Fund;

WHEREAS, the Parties have agreed to amend the contract to extend the completion date by an additional 15 months, remove outdated scopes of work, and provide additional retail and marketing support;

NOW, THEREFORE, for the reasons set forth above, the Parties wish to make further amendments to this agreement as follows:

1. Paragraph 1.7 "Completion Date" is amended to read "September 30, 2026."

2. Amendment 3, Schedule B is amended to include the following:

"This Schedule and all terms and conditions set forth herein shall expire at the end of the day on June 30, 2025, unless agreed to in writing by the Parties. For avoidance of doubt, the Parties expressly agree that any form of payment or renumeration for the sale of tickets over the internet and or mobile devices, memorialized in Amendment 3 will terminate as of 11:59PM on June 30, 2025."

3. Amendment 4 is deleted in its entirety and all terms and conditions included in that Amendment are null and void.

4. Intralot will provide retail and marketing support as detailed in Schedule A effective on the approval of this Amendment by Governor & Executive Council.

5. Except as expressly amended or modified hereby, all terms, conditions and provisions of this agreement are and shall remain in full force and effect.

[Signature Page Follows]

NOW THEREFORE, the Parties set their hands and execute this Amendment on the dates set forth below:

New Hampshire Lottery Commission	**Intralot, Inc.**
By: Charles McIntyre	By: Nikos Nikolakopoulos
Title: Executive Director	Title: CEO
Date: 2/15/24	Date: Feb. 12, 2024

Notary Public/Justice of the Peace

COUNTY DeKalb STATE Georgia

On the 12th day of February, 2024 personally appeared before me, the above named Nikos Nikolakopoulos in his/her capacity as authorized representative of Intralot Inc, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission Expires: Oct 24, 2027

BEATRIX JONES
MY COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 24, 2027
DEKALB COUNTY, GEORGIA

Approved as to form, substance and execution by the Attorney General this 23 day of February, 2024.

Office of the Attorney General:

By: Mark D. DeNicola

Title: Assistant Attorney General

Approved by Governor and Executive Council on: _____

Secretary of State:

_____

SCHEDULE A

SUPPLEMENTAL RETAIL AND MARKETING SUPPORT

1. Intralot will provide 40 like new refurbished WinStation terminals at no charge to NHLC. Roll out of this equipment will begin on the effective date of this Amendment and will be complete no later than September 30, 2024, unless otherwise agreed to by NHLC.

2. Intralot will provide 40 like new refurbished MP terminals (kiosks) at no charge to NHLC. Roll out of this equipment will begin on the effective date of this Amendment and will be complete no later than July 1, 2024, unless otherwise agreed to by NHLC.

3. Intralot waives the monthly lease fee for the equipment identified in paragraphs 1 & 2 for the remainder of this Agreement. NHLC may utilize this equipment to supplement or replace existing equipment in the field.

4. Intralot will remove and replace all chronically malfunctioning equipment currently in the field at no additional cost to the Lottery. For the purposes of this provision, "chronically malfunctioning" shall be any equipment requiring three service calls within a thirty-day period.

5. Intralot will develop and deploy two new Fast Play games per fiscal year for the remainder of this Agreement beginning in Fiscal Year 2025. The Parties agree that the Lottery Commission will be entitled to a $250,000 credit for any year that Intralot fails to meet this requirement, as liquidated damages under the relevant section of this agreement. For the purposes of this section a "family" of Fast Play games shall be considered one game, and a "family" of Fast Play games will have a maximum of three different price points. The total number of Fast Play games to be delivered under this Section 5 for the remainder of the term of the contract, including any extensions, will be no more than four (4) games. The Lottery acknowledges that in order for Intralot to comply with its obligations under this Section 5, the FRS for each Fast Play game must be approved by the Lottery in writing at least six (6) months prior to the scheduled delivery of such Fast Play game for UAT.

6. Beginning in Fiscal Year 2025 and on a quarterly basis until September 30, 2026, Intralot will develop and deploy new Keno draw shows. The total number Keno draw shows that will be delivered for the remainder of the contract, including any extensions, will be no more than eight (8) games. The Parties agree that the Lottery Commission will be entitled to a $25,000 credit for each Fiscal Year that Intralot fails to meet this requirement, as liquidated damages under the relevant section of this agreement. The Lottery acknowledges that in order for Intralot to comply with its obligations under this Section 6, the FRS for each Keno draw show game must be approved by the Lottery in writing at least 120 days prior to the scheduled delivery of such Keno draw show for UAT.

7. The total number of games and keno draw shows to be delivered by Intralot under Section 5. and Section 6. hereinabove, will be no more than twelve (12). The Lottery reserves the right to request additional game(s) by choosing to replace in one-to-one ratio the appropriate amount of the twelve (12) games or Keno draw shows.

8. Intralot will provide support to retailers and prospective retailers by providing a state-of-the-art training portal approved by the Lottery Commission, such approval not to be unreasonably withheld or delayed.

8. Intralot will provide onsite Quarterly Business Reviews as required under Section 3.5 with the Chief Commercial Officer in attendance for the remainder of this agreement.

9. Intralot will provide a local marketing employee, who will work for Intralot but dedicate 100% of their time to the NHLC's interests.

10. Intralot will install an HVAC unit as deemed necessary by NHLC staff in the ICS room at Intralot offices at their Concord location.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Palmer & Cay, LLC
3050 Peachtree Road, NW
Suite 475
Atlanta GA 30305-2206

CONTACT NAME: Libby Sun
PHONE (A/C, No, Ext): 404-633-5800 FAX (A/C, No): 404-991-6060
E-MAIL ADDRESS: libby.sun@palmerandcay.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Charter Oak Fire Insurance Company	25615
INSURER B: Great American Insurance Co	16691
INSURER C: Travelers Property Casualty Company of America	25674
INSURER D: Travelers Casualty & Surety of America	31194
INSURER E:	
INSURER F:	

INSURED 351
Intralot, Inc.
11360 Technology Circle
Duluth GA 30097

COVERAGES CERTIFICATE NUMBER: 2134093989 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			630-4655M850	11/1/2023	11/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			810-0L840233	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP-7J906896	11/1/2023	11/1/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-7J455687	11/1/2023	11/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Excess Liability			TUE 0190634 13	11/1/2023	11/1/2024	Each Occurrence Aggregate	$ 10,000,000 $ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

New Hampshire Lottery
14 Integra Drive
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
J. Richard Cover

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Palmer & Cay, LLC
3050 Peachtree Road, NW
Suite 475
Atlanta GA 30305-2206

CONTACT NAME: Libby Sun
PHONE (A/C, No, Ext): 404-633-5800 FAX (A/C, No): 404-991-6060
E-MAIL ADDRESS: libby.sun@palmerandcay.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B: Continental Casualty Company	20443
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Intralot, Inc
11360 Technology Circle.
Duluth GA 30097

351

COVERAGES CERTIFICATE NUMBER: 1418384825 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PROJECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Crime			J06046814	11/1/2023	11/1/2024	Employee Theft	$10,000,000
B	Fiduciary Liability/EPL			652187527	11/1/2023	11/1/2024	Aggregate Limit	$1M/ $1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH Lottery Commission
14 Integra Drive
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Richard Carver

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Certificate of Incumbency
and
Authority
INTRALOT, Inc.

I, **Jay M. Lapine**, being the Secretary of INTRALOT Inc., a Georgia corporation, do hereby certify that as of the date of this Certificate the following persons are duly qualified and acting Officers of INTRALOT Inc, holding the offices set forth opposite their names below. Further, said Officers are empowered to act on behalf of and bind the Corporation consistent with the By-Laws, Board of Directors Policies, and any enabling resolutions of the Board of Directors..

Name	Office
Nikos Nikolakopoulos	CEO
Kostas Antonetsis	CFO
Terry Patterson	COO

IN WITNESS WHEREOF, I have executed this Certificate on behalf of INTRALOT Inc., this February 16, 2024.

INTRALOT, INC. CORPORATE SEAL December 11, 2001 State of Georgia

Jay M. Lapine, Secretary & Special Counsel

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that INTRALOT, INC. is a Georgia Profit Corporation registered to transact business in New Hampshire on February 09, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 608368

Certificate Number: 0006279191

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of July A.D. 2023.

David M. Scanlan

Secretary of State

G&C 11/25/2019
Item #72A

Over $2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER J. Christopher Williams
EXECUTIVE DIRECTOR Charles R. McIntyre

November 8, 2019

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTIONS

Authorize the New Hampshire Lottery Commission to enter into a contract with Crown NH Gaming, LLC d/b/a DraftKings of Boston, Massachusetts (vendor #312289), to provide sports betting systems, equipment, and services to operate mobile and retail sportsbooks within the State effective upon Governor and Council approval through June 30, 2026 with an option to extend by two additional terms of two years each. Further authorize the New Hampshire Lottery Commission to amend its contract with Intralot, Inc. of Duluth, Georgia (vendor #2010001), to add a scope of work to provide sports betting systems and services to operate lottery-based sports wagering. The original contract was approved by Governor & Council on September 9, 2009 (Item #133) and commenced on July 1, 2010 and has previously been amended with approval of Governor & Council on April 17, 2013 (Item #98); April 23, 2014 (Item # 78); and February 7, 2018 (Item # 41). The proposed amendment will not extend the term of the contract, which is set to expire on June 30, 2025. **100% Lottery Funds**

The Lottery Commission respectfully requests that the new contract with Crown NH Gaming, Inc. and the amendment to the Intralot, Inc. contract be considered as a single requested action as the scopes of work are complementary of each other and are intended as part of a single sports betting project within the state.

Funding for these initiatives are based on revenue sharing plans, and are described in Exhibit B of both vendor contracts.

EXPLANATION

The General Court recently passed RSA 287-I which authorized sports betting within the state under the general supervision of the New Hampshire Lottery Commission. The statute permits wagering at no more than 10 sportsbook retail locations, through a mobile/internet-based wagering platform, and finally a more restricted form of sports betting at New Hampshire Lottery Commission retailers. Each of these sports betting channels is to be operated by a contracted agent of the lottery and/or directly through the New Hampshire Lottery Commission with the support of vendors.

RSA 287-I:4 required a specific and unique competitive bid process to select the Lottery Commission's agents or vendors. Specifically, the statute requires that the Lottery Commission do an initial review of proposers to

ensure that they meet specific standards of capability, integrity and financial stability. Following that review, the law compels the Lottery Commission to "select a group of bidders who best meet the criteria...and select from that group the agents whose bids provide the state with the highest percentage of revenue from the sports wagering activities covered by the bids."

In order to meet the requirements of RSA 287-I:4, the Lottery Commission released a Request for Proposals ("RFP") on August 7, 2019. The RFP initially sought to evaluate proposers solely on the technical requirements set forth in the statute. The Commission's selection committee would perform a review and scoring of the technical proposals and identify the proposals that were best qualified for proposal and invite those proposers to submit a price proposal. As the statute allowed for one or multiple agents, the Commission permitted variable pricing setting forth different prices given different levels of awards. This process allowed the Commission to determine whether an exclusive agent or multiple agents would provide "the highest percentage of revenue to the state" as required by law.

The Lottery Commission's selection committee was comprised of the following individuals:

- Charles McIntyre, Executive Director: Mr. McIntyre has served as Executive Director of the Lottery since June of 2010. Prior to accepting that position, Mr. McIntyre served as Assistant Executive Director and General Counsel for the Massachusetts Lottery for seven years. Prior to that, he was a senior prosecutor in the Special Investigations Unit of the Norfolk District Attorney's office.
- Katie Brown, Online Games Manager: Ms. Brown has worked with the Lottery Commission for five years and manages the Commission's lottery central system contract. Prior to joining the Lottery Commission, Ms. Brown worked in private industry for several leading lottery companies. Ms. Brown has over 15 years' experience in implementation and operation gaming technology systems and services globally.
- Jay Lau, Data and Product Manager: Mr. Lau joined the New Hampshire Lottery Commission in 2018 and is responsible for managing the Lottery's instant ticket games for traditional retailers and for the Lottery's online platform. Prior to joining the Lottery, Mr. Lau worked in the high-tech industry for several industry leaders such as Siemens, SpeechWorks International, Kronos, CA Technologies, and Amadeus.
- John Conforti, Chief Compliance Officer: Mr. Conforti joined the Lottery Commission in May of 2018 and is responsible for ensuring that the Commission and its licensees and contractors operate in conformance with all applicable laws and regulations. Prior to joining the Lottery Commission, Mr. Conforti served as an Assistant Attorney General at the New Hampshire Department of Justice as the contracts and procurement specialist.

Following a thorough review of the 13 proposals submitted and select oral presentations, the selection committee completed the scoring of the technical proposals and determined that there were three mobile proposals, two retail proposals, and one lottery proposal that were best qualified for award based on the criteria in the statute and the RFP. A summary of the technical scoring of proposals is attached for your review.

The selection committee opened the cost proposals from the identified contractors and reviewed what combination of awards would provide the highest revenue percentage to the state as required by law. Based on

these criteria, an award of one contract for the mobile and retail channels was tendered to DraftKings and one lottery channel contract was tendered to Intralot. A summary of the pricing proposals is attached for your review.

DraftKings achieved the highest technical score for both mobile and retail channels. The selection committee made this determination based on DraftKings superior mobile application, first class sports betting platform, its strong market brand and player base in New Hampshire, overall commitment to the New Hampshire market and evidence of success in both the retail and mobile implementations in other States. Additionally, DraftKings price proposal as a sole provider of the mobile and retail channel delivered more than three (3) times the percentage of revenue to the State than would be derived from a multiple agent market.

Intralot was one of only four companies who bid for the more restricted lottery channel sports wagering. Of those companies, Intralot had the most comprehensive plan on how to make the more restricted product operate in the lottery retailer network. Other proposals were largely based on associating the lottery product with retail and mobile channels and did not clearly identify a viable lottery-based channel. Accordingly, the selection committee did not find that any of the other proposals were qualified for a potential award. In addition, Intralot has extensive experience in providing sports betting products in Europe, Africa and Asia and will soon be implementing sportsbooks in the United States.

Based on the foregoing, the New Hampshire Lottery Commission respectfully requests approval of the requested action.

Very truly yours,

Charles McIntyre
Executive Director

Amendment 4 to
Contract Dated July 1, 2010
Between the New Hampshire Lottery Commission
and Intralot, Inc.

This Amendment No. 4 ("Amendment") is made and entered into by and between the New Hampshire Lottery Commission ("NHLC) and Intralot, Inc. ("Intralot" or "Contractor"), collectively referred to as "the Parties", as follows:

WHEREAS the Parties entered into a contract agreement for a lottery gaming system with associated services and equipment approved by Governor & Council on September 9, 2009 (Item #133) and commencing on July 1, 2010;

WHEREAS, the Parties amended this agreement (Amendment #1) on February 27, 2013 which was approved by Governor & Executive Council on April 17, 2013 (Item # 98) to provide enhancements to the gaming system;

WHEREAS, the Parties further amended this agreement (Amendment # 2) on April 10, 2014, approved by Governor & Executive Council on April 23, 2014 (Item # 78) to extend the completion date of the agreement by four years to June 30, 2020;

WHEREAS, the Parties further amended this agreement (Amendment # 3) on November 16, 2017, approved by Governor & Council on February 7, 2018 (Item # 41) to add scope of work to the contract and extend the completion date by five years to June 30, 2025.

Now, therefore, the Parties wish to make further amendments to this agreement in the form of a new scope of work for "Commission Directed Sports Wagering" as defined by RSA 287-I:4. This scope of work is a result of a competitive procurement process carried out under RFP Lot 2020-01 – Sports Wagering Systems and Services.

This amendment will not extend the completion date of this contract and is contingent of approval from Governor & Executive Council.

The Scope of Work is attached as Appendix I to this Amendment. All other terms and conditions in the underlying Contract and Amendments remain in effect, unless otherwise noted in the scope of work.

NOW THEREFORE, the Parties set their hands and execute this Amendment on the dates set forth below:

New Hampshire Lottery Commission

By: CHARLES E. MCINTYRE

Title: EXECUTIVE DIRECTOR

Date: November 8, 2019

Intralot, Inc.

By: Byron E. Boothe, Jr.

Title: Interim CEO

Date: November 6, 2019

Notary Public/Justice of the Peace

COUNTY of Forsyth STATE of Georgia

On the 6 day of November, 2019 personally appeared before me, the above named Byron E. Boothe, Jr., in his capacity as authorized representative of Intralot, Inc., known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

OMA GIBSON TRIBBLE
MY COMMISSION EXPIRES
NOTARY
PUBLIC
AUGUST 17, 2021
FORSYTH COUNTY, GEORGIA

Notary Public

My Commission Expires: August 17, 2021

APPENDIX I

Scope of Work

Commission Directed Sports Wagering

Section I – General Description of Work

Contractor will be the vendor providing services and support to the Lottery so that it may offer "Lottery Conducted Sports Wagering" pursuant to RSA 287-I:4 which consists of Tier III sports wagering as defined by RSA 287-I at lottery retailer locations.

Lottery reserves the right to enter into a contract with a separate entity or entities for mobile sports wagering as authorized under RSA 287-I:7 and sports book retail operations as authorized by RSA 287:I-5 during the term of the Agreement

Contractor agrees that the sports betting operations will be performed in compliance with all applicable State and Federal laws.

Within forty-five (45) days of the "Effective Date" (defined as the date upon which all required approvals for this Amendment by the State of New Hampshire have been obtained) of this Agreement or such other timeframe as the Parties may agree to, the Contractor shall present an implementation plan for review and approval by the Lottery. The implementation plan shall set forth the Contractor's schedule and general plan for launching the lottery sports betting channel and shall be generally consistent with the applicable provisions of the proposal provided in the Contractor's response to the RFP Lot 2020-01 ("RFP") in terms of timing, scope, and schedule. Contractor shall set a schedule for launch of some, but not all, (but in any event to be mutually agreed upon by the parties) of the proposed Tier III wagering no later than July 1, 2020, unless a later date is agreed upon between the parties.

Based on review and approval of the implementation plan, Lottery will issue a Notice to Proceed to Contractor to begin the work.

Section II - Branding

Contractor will be responsible for branding their lottery sportsbook product consistent with the Contractor's RFP proposal. The final branding will be subject to review and approval by the Lottery, which will not be unreasonably denied. Contractor agrees that to the extent it seeks to use the New Hampshire Lottery's marks, trademarks, logos or other intellectual property such use may be subject to a separate agreement relating to such use. Lottery reserves the right to request an update or refresh on the branding at least one time during the term of this Agreement.

Section III – Retail Equipment and Hardware

Contractor is responsible for procuring all equipment necessary to operate and support the sportsbook activities. Equipment shall be consistent in quality and nature to the equipment identified in the Contractor's RFP response. All self-service kiosks must be certified under GLI Standard 20 and tagged with a unique identification number. Contractor shall provide a list of kiosks to the Lottery with the identification number. All equipment that holds cash, or processes transaction data shall be physically locked or otherwise secured in a manner approved by the Lottery. Prior to starting operation, Lottery reserves the right to inspect the retail locations to approve the physical security of the equipment.

Section IV – Hardware and Software

Contractor is responsible for providing all hardware, software and networking required to operate the sportsbook in compliance with all legal and regulatory requirements ("wagering system"). This obligation includes a requirement to provide periodic software updates and hardware upgrades as may be reasonably requested by the Lottery. The Contractor's betting system should be consistent with the solution proposed in Contractor's response to the RFP. Contractor's core betting system must be certified using GLI Standard 33 for sports wagering systems. Contractor is responsible to ensure that all wagers are originated and received within the State of New Hampshire and that at all times the data remains within the State with the exception of intermediate routing which may require transit out of state. Contractor shall provide the Lottery with an updated network diagram of the components of the wagering system during the term of this agreement. Material changes to the network diagram must be provided to the Lottery for a compliance review.

Contractor shall provide an updated equipment inventory for all key components for the betting system including the retail components (if applicable).

Contractor shall place the servers that create and accept wagers (wagering servers) in a secure location approved by the Lottery within the State of New Hampshire. If the Contractor chooses to utilize third-party data centers, the Contractor shall provide a copy of the policies and procedures for the data center relating to physical and logical security including surveillance, fire resistance and suppression, HVAC and uninterruptible power system.

Contractor shall have at least one production and one disaster recovery server that will be synched to provide instant redundancy in the event of a failure of the primary server. Contractor shall make efforts to locate the servers at separate geographic locations unless it is not feasible.

Contractor's sports betting system must contain or integrate at least the following systems:

a. Content Management System
b. Data Feeds
c. Risk Management and Trading platform
d. Bet settlement tools

Contractor must receive permission from Lottery to make material changes to any of these critical components of the sports wagering system prior to implementing any such change. A material change would include utilizing a different vendor or software to perform these tasks. A software upgrade or "like for like" change in equipment would not be considered a material change.

Section V – Consumables

Contractor agrees to be responsible for procuring and delivering sports betting related consumables including playslips to retailer locations in a timely manner.

Section VI- Mobile Applications

Contractor shall provide a mobile application for iOS and Android operating systems in a timeframe agreed to by the Parties but not later than one year after the Effective Date. The mobile application shall allow players to build a bet slip that will become active in an authorized retail environment. Contractor shall be responsible for ensuring that the applications remain compliant with all security and content requirements promulgated by Apple and Google within a reasonable time after these standards become known.

Section VII– Sports Betting Services

Contractor will provide personnel and systems to perform the following sports betting associated services as set forth in Contractor's response to the RFP:

1. Market Creation;

Contractor will be responsible for creating sports wagering markets to be offered in the Lottery Channel. Markets should be created utilizing the data, tools, and processes outlined in the Contractor's RFP proposal. Contractor shall be responsible for creating a window when the event may be offered and a cut-off time for wagering on the event. Prior to offering a type of event (ie: MLB, NBA, NHL) or bet type (player proposition, teaser) for an event for the first time, Contractor shall submit the markets or events to the Lottery for review and approval. Once an event type or bet type has been approved, it requires no further approval from the Lottery, however, the Lottery reserves the right to limit or restrict wagering on previously approved events or bet types under the circumstances provided under RSA 287-I:13.

2. Odds Compilation and Management;

Contractor shall be responsible to formulate pricing for each event and bet type offered in the lottery channel in a manner consistent with the Contractor's response to the RFP and the agreed upon Risk Management Plan. Contractor shall ensure that the pricing is based on reliable information and data sources. Contractor is responsible for ensuring that the pricing on the event is accurately conveyed to the bettor and that any inaccuracies are addressed as soon as they are discovered. Contractor shall be responsible for continuously monitoring event pricing to ensure that it remains appropriate and up to date.

3. Risk Management and Trading;

Contractor shall be responsible for creating and executing a risk management plan. The risk management plan should include pricing strategy, approval thresholds or limits on wagers, analysis of player activity to determine suspicious betting activity, and reporting procedures for fraud or integrity concerns. The Parties may agree to a guaranteed house win percentage/payout percentage as part of the agreed upon risk management plan. Prior to the start of offering wagering and at least every quarter thereafter, the Contractor shall review the risk management plan with the Lottery and receive approval for the plan.

Contractor shall utilize a commercially reasonable number of personnel, in addition to automated systems, to pro-actively manage the risk profile in New Hampshire and to re-price events consistent with the risk management strategy.

4. Bet Settlement;

Contractor will be responsible for settling wagers in a manner consistent with the Contractor's response to the RFP. Contractor will ensure that wagers are settled in a commercially reasonable period of time after the close of the event. Contractor shall notify the Lottery of any requirements to re-settle wagers and the reason for resettlement.

5. Project Management;

Utilizing the individuals identified in this Agreement, the Contractor will be responsible for providing project management for the lottery channel sports betting operations within the State. Contractor shall provide a primary point of contact for the Lottery. The Project Manager will ensure that the sportsbook operations are operating in compliance with the law, regulations and contractual requirements including but not limited to:

i. Regularly meeting with the Director of Sports Betting or their designee to review the status of the sports betting project;
ii. Filing all necessary reports with the Lottery within the specified timeframes;
iii. Cooperating with all licensing and enforcement division officials during their investigations, audits, and compliance checks;
iv. Meeting with the Lottery marketing and sales team to coordinate messaging and marketing programs;
v. Reviewing risk management strategy, liability, and performance;
vi. Ensuring accurate and timely financial reports to the Lottery.

6. Customer Service/ Retailer Service and Training;

Contractor will provide a customer support team including hotline, for New Hampshire retailers. This support team may be consolidated with support for other jurisdictions. Further,

Contractor shall ensure that all subcontractors/retail partners are properly trained with respect to the sports betting equipment and proper internal controls for retail operations.

Lottery will be responsible for providing customer service support for players in a manner consistent with their obligations in the underlying contract.

Lottery will manage Retailer commissions for Sports Betting which will be set by the Contractor between 5% and 8%, and further, Contractor will reimburse the Lottery those commissions paid, as a part of the regular invoice schedule.

7. Technical/IT Assistance

Contractor shall provide a technical support team to address software, hardware and networking issues on the sports betting system.

8. Marketing and CRM

Contractor agrees to cooperate with the Lottery in forming a New Hampshire marketing plan. Any uses of co-branding will need the express agreement of the Lottery before use or publication by the Contractor. Contractor will be responsible for funding the marketing plan as reasonably agreed to by the Parties.

Contractor agrees to use reasonable efforts to cooperate with Lottery and its vendors on cross-promotional advertising and marketing opportunities.

All advertising must conform to the advertising standards set forth in the Responsible Gaming plan approved by the Lottery. The Lottery reserves the right to request Contractor to remove advertising that is in violation of the Responsible Gaming Plan, is offensive in nature, or in the opinion of the Lottery negatively impacts the public's opinion on the integrity of the Lottery.

Section VIII - Project Support/Corporate Citizenship

The Parties agree that they will meet to finalize project support provided by the Contractor as part of the Implementation Plan referenced in Section I. The Parties agree that the Contractor's efforts will be consistent with the supports identified in the Contractor's RFP proposal but will be reasonably tailored to the scope of work awarded under this Agreement.

Section IX – Compliance

1. Age Verification

Contractor shall be responsible for training all retailers to request identification for the purposes of verifying age at each location. Contractor shall also be responsible for ensuring that any self-service equipment include an age verification component.

2. Identity Verification

Contractor shall train retailers to take reasonable steps to ensure that wagers are not being placed by prohibited sports bettors or on behalf of third-parties.

3. Confidentiality

Contractor shall be responsible for ensuring that all personal identifying information and payment card information is handled confidentially, securely and in compliance with all applicable legal and industry regulations.

4. Physical and Logical Security

Contractor is responsible for ensuring the physical and logical security of their sports betting systems and operations in the state. Contractor should ensure that all components of the wagering system are password protected and that privileges are provided on a least access necessary basis. Contractor will be responsible for periodically, and at least once per quarter, reviewing user access privileges and providing written notification to Lottery.

5. Background Checks

In addition to background checks provided for in this agreement, Contractor shall be responsible to perform pre-employment checks on all employees assigned to the New Hampshire sports wagering project. No employees shall be assigned to work under this contract unless they meet the suitability determination set forth in RSA 287-D:14, IX. Lottery may make exceptions to those requirements for good cause shown.

Contractor shall provide a list of all employees assigned to the project at least once annually with a certification that the Contractor has done a background check and that the Contractor believes that the employees meet the background requirements required under this agreement.

6. Fraud Detection and Prevention

Contractor shall be responsible for having policies and procedures in place to prevent and detect fraud in all areas of their operations. These policies should be outlined in the Internal Control SOC Reporting and Security Reporting required under this Agreement.

7. Integrity Monitoring and Reporting

Contractor shall have an affirmative duty to inform the Lottery when it detects an issue which impacts or potentially impacts the integrity of a sporting event or the wagering market in New Hampshire. Contractor shall be a current member of SWIMA or similar integrity monitoring system throughout the term of the contract. Contractor will cooperate in any integrity monitoring investigations as directed by the Lottery.

8. System Security Report

Pursuant to RSA 287-I:8, II, Contractor shall provide an initial security system report for the sports wagering system identifying the elements set forth in the statute. This report shall be approved by the Lottery prior to offering wagering and each year thereafter.

9. House Rules

Pursuant to RSA 287-I:8, III, Contractor shall propose to Lottery an initial set of house rules as set forth in the statute. These rules shall be approved by the Lottery prior to offering wagering and each year thereafter.

10. Anti-Money Laundering

Contractor shall adopt Anti-Money Laundering (AML) policies for its sports wagering operations. Upon request, Contractor will provide a copy of the then current AML policies for the organization and operations to the Lottery.

Section X – Responsible Gaming

Pursuant to RSA 287-I:8, V, Contractor shall provide a Responsible Gaming Plan to be reviewed and approved by the Lottery. The plan shall provide an overview of the Contractor's training, procedures, and technology tools to detect and prevent problem gaming. The plan must at a minimum address the ability for a player to self-exclude, RG messaging that will be made available on the betting platforms or at betting establishments and advertising and marketing standards.

Lottery shall have the right to require additions to the Responsible Gaming plan that are commercially reasonable at any point during the term of this agreement.

Section XI - Accounting Controls and Financial Reporting

1. Financial Reports

Contractor will provide all reasonable financial reports requested by the Lottery as may be necessary to determine the parties financial obligations under the contract. Prior to the start of operations, Contractor and Lottery will meet to establish a mutually agreed upon reporting structure and format.

2. SSAE 18 Compliance

Contractor will comply with SSAE 18 audit standards and provide a SOC report annually to Lottery.

3. IRS Reporting

Contractor will be responsible for generating and producing W2G reports as required by the Internal Revenue Service. Contractor further agrees to comply with all other applicable IRS reporting and compliance requirements, including completing IRS/FinCEN Form 8300 for cash transactions in excess of $10,000.

4. Independent Verification of Transactions

Contractor agrees to work with Lottery to find a mutually acceptable solution for creating and storing an independent record of transactions from the sports wagering system or alternatively for instituting frequent independent security scans of the system. Contractor will be responsible for the costs associated with the agreed upon solution.

Section XII – Price

Contractor agrees to pay to Lottery 19.25% of all Gross Gaming Revenue (GGR) generated from Lottery Directed Sports Betting within the State of New Hampshire.

GGR is defined as monies received from sports wagers less monies paid out for winning sports wagers. No operational expenses may be factored into the calculation of Gross Gaming Revenue and such expenses will be paid by the Contractor unless otherwise indicated in this agreement.

Contractor shall make monthly payments to the Lottery with an accounting for the calculation of GGR for the month.

Section XIII – Service Level Agreements

The Parties agree that all applicable Service Level Agreement (SLAs) and Liquidated Damages (LDs) in the underlying Contract, unless otherwise altered or amended herein, shall be applied to this Scope of Work. In addition, the Parties agree to the following SLAs:

1. Contractor shall ensure that the Contractor's sports betting platform is Available, as measured over the course of each calendar month during the Term (each such calendar month, a **"Service Period"**), at least 99.5% of the time, excluding only the time the sportsbook platform is not Available solely as a result of one or more Exceptions (the **"Availability Requirement"**). **"Available"** means the sportsbook platform is available and operates for access and use by the Lottery and its players in material conformity with the Contractor's normal functionality.

No period of sportsbook platform degradation or inoperability will be included in calculating Availability to the extent that such downtown or degradation is due to any of the following **("Exceptions")**:

a. Failures of the Lottery's, or any individual player's, internet connectivity;

b. Internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by the Contractor or its Subcontractors; or

c. Scheduled or emergency maintenance;

d. Downtime tied to the modification requests of Lottery or due to compliance with legal process.

2. If the sportsbook platform fails in any respect to meet the Availability Requirement in any month, such failure shall be subject to Liquidated Damages in the following amounts:

(a) If the sportsbook platform is not Available 99.5% of the time but is available more than 99.0% of the time, then in addition to any other remedies available under this Agreement or applicable Law, the Lottery shall be entitled to a credit in the amount of $15,000 each month this service level is not satisfied;

(b) If the sportsbook platform is not available more than 99.0% of the time, then in addition to any other remedies available under this Contract or applicable Law, the Lottery shall be entitled to a credit in the amount of $30,000 each month this service level is not satisfied.

If the actual Availability of the sportsbook platform is less than the Availability Requirement in three consecutive months, then, in addition to all other remedies available to the Lottery, the Lottery may terminate this Agreement on written notice to the Contractor.

3. Contractor shall not offer an event or wager type in New Hampshire unless it has been approved by the Lottery. Any instance of offering unapproved events or wagers within the state shall be subject to Liquidated Damages of $10,000 for the first instance and $25,000 for each additional instance.

4. Any violation by the Contractor of the agreed upon Risk Management Plan, including but not limited to a failure to procure Lottery sign-off on large scale wagers or to enforce agreed upon bet limits identified by the plan, shall be subject to Liquidated Damages in the amount of $25,000 for the first instance and $50,000 for each additional instance.

5. Any violation by the Contractor of the agreed upon Responsible Gaming Plan, including but not limited to failure to follow advertising standards set forth in the plan, shall be subject to Liquidated Damages in the amount of $10,000 for the first instance and $25,000 for each additional instance.

6. Any failure by the Contractor to provide required sports betting consumables in a timely manner shall be subject to Liquidated Damages in the amount of $2,500 for the first instance and $5,000 for each additional instance.

7. Any failure by the Contractor to adhere to approved House Rules shall be subject to Liquidated Damages in the amount of $10,000 for the first instance and $25,000 for each additional instance.

The Parties agree that the following Liquidated Damages set forth in the underlying contract are applicable to this scope of work:

a. 2.14.8 Terminal provisioning
b. 2.14.11 Timely and Accurate Reports
c. 2.14.12 Timely and Accurate Files
d. 2.14.13 Terminal/Retailer Site Communications Repair
e. 2.14.14 Terminal Preventative Maintenance
f. 2.14.26 Failure to Timely Respond to Retailer Hotline Calls

The Parties agree that the remaining Liquidated Damages in the underlying contract are not applicable to this Scope of Work.

Section XIV – Termination Provisions

Notwithstanding anything herein or in the underlying Contract to the contrary, in the event of a termination of this sports wagering Amendment #4 or otherwise under the underlying Contract, Contractor shall have a period of 90 days from the termination date set forth in a notice of termination, to wind-down and otherwise transition the sports wagering functions. The Parties may request an extension of the wind-down period, which shall not be unreasonably denied.

Section XV – Miscellaneous Provisions

1. RFP Lot 2020-01 is attached hereto as Exhibit A.

2. Contractor's Response to RFP Lot 2020-01 is incorporated herein by reference.

G&C 2/7/2018
Item #41

Nearly $2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER David L. Gelinas
EXECUTIVE DIRECTOR Charles R. McIntyre

December 20, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. The New Hampshire Lottery Commission (Lottery) requests authorization for a sole source amendment to extend the contract with Intralot, Inc. of Duluth, Georgia (vendor #201001) for an additional five (5) years from June 30, 2020, to June 30, 2025, effective upon Governor and Council approval, at no additional cost to the contract. The original contract was approved by Governor and Council on September 9, 2009, item #133; amended April 17, 2013, item #98, and amended April 23, 2014, item #78. 100% Lottery Funds.

2. The New Hampshire Lottery Commission (Lottery) requests authorization to enter into an additional sole source contract amendment with Intralot, Inc., of Duluth, Georgia (vendor #201001), to add Keno game sales, at the same base rate as lottery sales, at no additional cost to the current gaming system service contract, effective upon Governor and Council approval. 100% Lottery Funds.

EXPLANATION

Upon passage of Senate Bill 191 on July 1, 2017, New Hampshire Lottery mobilized to plan, develop, and deploy the electronic game Keno. As part of the original contract approved by Governor and Council on September 9, 2009, item #133; amended April 17, 2013, item #98, and April 23, 2014, item #78, Intralot offered the implementation of Keno within the scope of Additional Offered Options. This sole source request to add Keno game sales within that scope is a common sense action to utilize the services of the current vendor, and avoid costly delays in seeking a third-party solution. Upon approval by Governor and Council, Lottery also seeks a sole source extension of the current contract from June 30, 2020 to June 30, 2025 with the intention of relieving the agency of the costly and years-long process of developing and executing an RFP, negotiating a new contract, and conducting a possible conversion of our gaming system.

The attached Amendment No. 3 sets the considerations of the Keno implementation by describing the development, deployment, terms, and services; and will incorporate Keno game sales at the same base rate as net lottery sales of 1.435%. This amendment sets a discounted monthly rate for installed instant ticket vending machines, self-service terminals, and television monitors used in the operation of Keno at approved locations, as well as ensures hardware refurbishment throughout the terms of the contract. Additionally, the contract amendment will include, upon approval, the

design and implementation of a cashless retailer solution, and deployment of iLottery in conjunction with a third-party designated subcontractor.

The Commission respectfully requests the approval of this amendment in consideration of Intralot's efforts to develop and implement the software for all phases of Keno gaming and reporting; the procurement, testing, and installation of hardware at each site; and their services in training and recruitment throughout the shortened launch timeline of this initiative. We further request approval of the extension to ensure uninterrupted essential support and service to New Hampshire Lottery's gaming operations, which will preserve the staff and resources of the agency.

Respectfully submitted,

Charles R. McIntyre
Executive Director

CRM:cn
Attachments

Amendment No.3
To
Contract Dated July 1, 2010
Between the New Hampshire Lottery Commission and
Intralot, Inc.

This Amendment No. 3 (this "Amendment") is made and entered into this 16th day of November, 2017, by and between the New Hampshire Lottery Commission (the "NHLC") and INTRALOT, Inc. ("INTRALOT"), collectively the "Parties", as follows:

The purpose of this Amendment is to effectuate the implementation of an Extension to the Contract, , all pursuant to that certain Agreement entered into between the Parties (the "Contract") dated July 1, 2010, including but not limited to Section 3.5.9 of the Lottery Gaming System Request For Proposal, dated November 4, 2008, as incorporated by the Contract therein.

This Amendment to the existing Contract, authorizes the implementation of the provisions contained therein and therefore all terms and conditions of the Contract shall remain in full force and effect.

UNDERSTANDINGS

1. The NHLC grants and Intralot accepts the extension (the "Extension") of the Contract for an additional five (5) years, commencing July1, 2020 and ending June 30, 2025.

2. In consideration for the granting and acceptance of the Extension, INTRALOT and the NH Lottery agree to the terms and conditions set forth in Exhibit 1, inclusive of Schedules A, and B and Exhibit 2, all of which are attached hereto and incorporated by this reference herein:

3. This Amendment No. 3, its Exhibits and Schedules attached hereto sets forth the entire understanding between Parties with respect to the matters set forth herein and supersedes all prior representations, understandings or agreements, whether written or oral, expressed or implied regarding those matters specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed by their duly authorized officers as of the day and year first written above (the "Execution Date).

NEW HAMPSHIRE LOTTERY COMMISSION

By: _____

Charlie McIntyre
Executive Director

INTRALOT

By: _____

John Donahue
President & CEO

Approved as to form, substance and execution by the Attorney General this 26 day of December, 2017

Division of Attorney General Office

By: _____

Approved by the Governor and Council this _____ day of _____, 2017

By: _____

Exhibit 1

CONSIDERATION AND EXCHANGE OF PROMISES

Subject to the full and final approval and execution of Amendment No. 3, the New Hampshire Lottery and Intralot agree as follows:

1) For its part, the Lottery elects to extend the Contract for five (5) additional years (to end on June 30, 2025 at 11:59PM).

2) Service level agreements (SLA), which would otherwise incur penalties for; down terminals, removals, and change of ownerships, will be modified through June 30, 2018, as follows: critical terminal issues will be repaired or replaced and made operational within 8 hours of notification of a non-operational condition, and; removals and changes of ownership will be completed within 10 days of notification. All other liquidated damages contained within the Contract shall remain unaffected and in force.

3) For its part, the New Hampshire Lottery agrees to pay Intralot the current contract rate of 1.435% of gross sales for Keno game sales. Intralot agrees that Keno will be actively selling and cashing in accordance with mutually agreed upon specifications.

4) In recognition of the short time line to start of sales, Intralot agrees, upon mutual agreement with the Lottery, to source and purchase Keno promotional and marketing materials (play slip and pencil holders, etc.) as needed using the balance of contractually provided annual marketing funds. Intralot will provide an additional $75,000.00 in annual marketing funds for Keno program support, to be administered by Intralot at the direction of the Lottery and reported on a monthly basis to the Director or his designee. This additional $75,000.00 fund is non-cumulative and expires each year.

5) For its part, the New Hampshire Lottery agrees to pay Intralot the amount of $172.60 per WinStation and per MP self-service terminal installed per month. This discounted rate will be applied to up to; 250 WinStations and MP devices installed as part of the keno implementation program, together with any additional units delivered as part of the expansion of both Keno and traditional lottery retailer locations. This pricing shall remain in effect for 36 months from the execution of the contract amendment No.3. Pricing for machines beyond 250 devices, the above pricing would depend on availability. For terminals in excess of the 250, if like new refurbished terminals are not available and new devices are required to be built, the pricing shall be as follows and dependent on the number of years remaining in the base years and extension years. 6 years - $215.80, 5 years – 258.96, 4 years - $323.70, 3 years - $431.60.

6) For its part, the New Hampshire Lottery agrees to pay Intralot the amount of $16.00 per installed 32"-40" Keno Monitor and associated equipment per month. Installation to include all necessary equipment for the effective operation of each KENO location (32"-40" Monitor, Wall Mount, LHMC style video device – one per monitor - and all associated cabling).

7) Intralot will supply and install a Keno specific sign at the designated Keno retailer locations. Maintenance of these signs will be covered under the current fee structure associated with monthly Jackpot Sign maintenance.

This document is confidential and constitutes a proprietary trade secret. This document is not to be re-published or distributed without Intralot consent

8) Commencing July 1, 2020 and concluding December 31, 2020, unless otherwise agreed in writing between the Parties, all existing WinStations currently installed under the existing New Hampshire Lottery contract will receive a factory refurbishment to a like-new condition. The refurbishment will include, as needed in Intralot's reasonable judgement; new wraps, mechanical refurbishment of bursters, bill acceptors, playslip scanners, button replacements, and UPS battery replacements. Additionally, Winstation PC's and MP screens will be replaced as needed, in Intralot's reasonable judgement.

9) KENO Implementation Program – For its part, Intralot will be responsible for the implementation, hardware, communications, recruitment support and software associated with the installation of KENO to include an initial deployment to 250 locations and future expansion of the KENO retailer base. Intralot understands that the number of Keno locations will continue to grow over time and agrees to support continued retailer location expansion.

10) As part of the initial Keno Implementation Program, Intralot agrees to deliver and install, as needed, up to 250 unused MicroLot terminals and peripherals (including; CDU, ticket checker, barcode scanner, play slip reader), along with refurbished Winstation and MP self-service devices. These Winstation and MP devices will be refurbished in like-new condition as described in paragraph 9) above, and wrapped in accordance the New Hampshire Lottery specifications.

11) As part of the Keno Implementation Program, Intralot agrees to provide and install a minimum of one Keno monitor per retail location, however, will based on mutual agreement, install more if advantageous for sales, at the price set forth above.

12) At the end of the current contract termination date of June, 2020, Intralot agrees to make available up to 2600 refurbished like-new MicroLot terminals, as a refresh of the existing retailer base as well as to support continued Keno expansion. This will include a mechanical refurbishment of the printer, cutter and scanner, as well as the replacement of component parts as needed..

13) Cashless Solution – If approved as required, Intralot will work with the Lottery on the design and implementation and specifications including dates associated with various phases, of a cashless retailer solution (debit or credit if authorized) for the retailer network. This will include the purchase and installation of hardware requirements in accordance with the description set forth on **Exhibit 1, Schedule A**, attached and incorporated hereto. Intralot will also manage all aspects of the Cashless Call Center Operation on behalf of the New Hampshire Lottery, which includes funds management and transfer, reconciliation of all fees and charges as well as chargeback disputes. This service is provided on a cost plus fee model, similar to Intralot's current arrangement in Ohio, scheduled to go live October 28, 2017.

14) Consistent with the B-On offering, The New Hampshire Lottery has chosen to deploy an iLottery solution for which a third-party vendor will be subcontracted to Intralot. The third-party solution will be accommodated in accordance with the terms and conditions set forth in **Exhibit1, Schedule B** attached hereto and incorporated herein.

15) As Intralot, in its judgement deems reasonable and necessary, throughout the duration of the contract extension years, Intralot agrees to upgrade system components as necessary to achieve and maintain optimal performance to specifications.

This document is confidential and constitutes a proprietary trade secret. This document is not to be re-published or distributed without Intralot consent

16) The following additional staff will be provided by Intralot and said additional staff will be full-time and solely dedicated to New Hampshire: A BOS Software Engineer (Duluth based) and a Software QA Analyst (Concord based). Intralot will provide the following additional permanent staff support: 4 Customer Service Technicians, 1 Bench Technician and 2 Hotline Customer Service experts (Vermont based). Three temporary Marketing Recruiters and seven temporary Warehouse Staff will be hired to assist with the Keno implementation.

17) Intralot and the Lottery will, no later than November 15, 2017, develop and mutually agree upon the itemization of specifications, test scripts, deployment schedule and project plans, including the 2018 release schedule, for completion of current projects tentatively scheduled for release by April 2018, including ILOOK. It is understood that the Powerball change date is fixed and mandated by MUSL.

18) Specifications must be mutually agreed between Lottery and Intralot and finalized no less than one (1) month prior to the start of the development. In the event a modification is requested after the signed specification date, such modification(s) shall be mutually agreed upon giving due consideration to effort and risk. If the modification could result in a material impact (redesign cases for example) to the release, then it will be further mutually agreed upon how to proceed (defer to future release, modify time plan). Modifications with lower severity will be evaluated and agreed to with the lottery if they can be part of the release without causing any risk.

This document is confidential and constitutes a proprietary trade secret. This document is not to be re-published or distributed without Intralot consent

Schedule A
Cashless Solution Equipment

Install parts list for Each Self-Service Device Installed

Parts supplied
Ingenico iPP320
Mounting bracket
TP-Link switch
Labels on devices
Ethernet Patch cords (2)
Power cable extender
Fish tape
Ty-wraps & adhesive pads
Velcro for TP-Link
Misc spare hardware

This document is confidential and constitutes a proprietary trade secret. This document is not to be re-published or distributed without Intralot consent

Schedule B
iLottery

- Subsequent to the Keno Launch Intralot will commence subcontract negotiations (the 'Sub-Contract"), as directed by the Lottery, with a designated third-party to provide the New Hampshire Lottery with the iLottery solution for internet wagering, excluding sports betting, should same become lawful and the Lottery desires to deploy. Said third-party will provide to Intralot all required systems, communications, staff and infrastructure required to implement the iLottery website and mobile application, including prize management, claims, purges. Internet sales will launch based on a signed specification and project plan agreed to by all parties, but no sooner than April 2018. Intralot will be paid a net win (defined as sales minus prizes) fee of twenty eight(28.6%) percent (of which Intralot will pay 19.6% of the net win to the third-party subcontractor) for non- traditional games (defined as any game or game designed for fast play, characterized by higher payouts, and that reveals in less than four minutes in an electronic format) and fifteen (15%) percent of gross draw game sales (of which Intralot will pay 9.28% of the gross draw game sales to the third-party subcontractor) for traditional games (defined as any game or game design currently provided on the lottery central system and designed to be played with a play slip in paper or electronic form with a reveal of four minutes or longer)throughout the term of the existing contract and any extensions thereto. Intralot's existing SLA's shall apply to the central system and related processing. iLottery SLA's for the iLottery Solution will be separate and distinct from the current Intralot contract and are outlined in Exhibit 2, along with the roles and responsibilities of each of the two parties. Intralot further understands that the New Hampshire Lottery will be responsible for testing, implementation and any proposed integration between the subcontractor and the New Hampshire Lottery. Intralot for its part will provide the Voucher solution for the traditional lottery segment along with an API solution to support voucher , sales and support of the traditional lottery segment of the ilottery solution

- In the event the third-party product fails or is otherwise non-operationalized, Intralot shall have no obligation to replace same with its iLottery solution of B-On or otherwise.

- The third-party contract cannot be assigned without the consent of Intralot.

- Intralot will not be subject to LD's for incidents either directly or indirectly resulting from the third - party system defaults or failures of any nature whatsoever and the third-party shall be required to indemnify Intralot against such defaults or failures. The third-party shall be required to report all LD'S to Intralot and the lottery and all obligations incurred will be paid directly to the lottery.

- Retailer generated vouchers shall be used for all initial iLottery player funding. Players can refill their vouchers online and can use continuous play with any winnings.

- There shall be no public announcement or press release by either the New Hampshire Lottery or the third-party regarding the contractual relationships among the Lottery, the third-party, and Intralot.

- Any and all new draw games shall be subject to the existing fee structure

- Intralot shall have the right, without penalty, to terminate the third-party Sub-Contract for any breach of the Sub-Contract, compliance violation, or breach of this agreement in respect of any term or condition relative to the Sub-Contract.

- Provisions in Sub-Contract will prohibit competition for on-line systems in NH and VT so long as SubContract is in effect.

Exhibit 2

iLottery Roles and Responsibilities

Intralot	Designated Subcontractor	New Hampshire Lottery
Update gaming system to produce vouchers to enable ilottery sales. (Note: Vouchers will be exclusively for internet sales)	Implement all required games independently on a MUSL compliant system	Negotiate/Approve SLA's and associated LD's for the iLottery i360 platform
Implement secure real time interface to send voucher information to NeoPollard	Implement secure real time interface to get voucher information	Approve ilottery specifications
Update retailer terminals MicroLot, Winstations and MP's to print vouchers	Support Payment of prizes. (Including claims, 1099's..etc)	Approve all games and associated game rules.
Update system and retailer accounting reports to reflect vouchers sales and any retailer commission if required	Provide all necessary system reports required by the Lottery: including voucher accounting/escheatment, sales, accounting..etc.	Test and approve ilottery system and any subsequent software releases
•Update ICS to audit/ balance voucher sales	Provide impendent ICS system to audit all internet games and associated MUSL MARS files	
	Provide Datacenters, Equipment (servers, network.etc) and services required to run independent MUSL certified gaming system	
	Provide all staff required to support and operate ilottery i360 system including operators, call center.etc	
	Provide all Back office files and interfaces required by the lottery.	
	Provide the lottery with any test systems required to support iLottery	

Certificate of Incumbency
and
Authority
INTRALOT, Inc.

I, Jay M. Lapine, being the Secretary of INTRALOT Inc., a Georgia corporation, do hereby certify that as of the date of this Certificate the following persons are duly qualified and acting Officers of INTRALOT Inc, holding the offices set forth opposite their names below. Further, said Officers are empowered to act on behalf of and bind the Corporation consistent with the By-Laws, Board of Directors Policies, and any enabling resolutions of the Board of Directors.

Name	Office
John Donahue	President & CEO
Vassilis Hadjidiakos	Vice President & CFO
Jay M. Lapine	Vice President, CLO & Secretary
Terry Patterson	Vice President of Operations

IN WITNESS WHEREOF, I have executed this Certificate on behalf of INTRALOT Inc., this December 27, 2017.

INTRALOT, Inc. CORPORATE SEAL December 11, 2001 State of Georgia

Jay M. Lapine, Secretary & Chief Legal Officer

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTRALOT, INC. is a Georgia Profit Corporation registered to transact business in New Hampshire on February 09, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 608368

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of December A.D. 2017.

William M. Gardner
Secretary of State

The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AN
t +44 (0)20 7623 5500
f +44 (0)20 7621 1511

Dear Sirs,

CONFIRMATION OF INSURANCE – Intralot S.A. Integrated Lottery Systems and Services.

As requested by the above client, we are writing to confirm that we act as Insurance Brokers to the client and that we have arranged insurance(s) on its behalf as detailed below.

Type of Insurance: On-Line Lottery Games, On-Line Wagering Systems and Instant Ticketing Insurance.

INSURER	Primary - 100% Lloyd's Underwriters and Insurance Companies Excess - 100% Lloyd's Underwriters and Insurance Companies
POLICY NUMBER	Primary – CMCTY1700152 Excess– CMCTY1700154
ADDITIONAL NAMED ASSURED	New Hampshire Lottery Commission
CERTIFICATE HOLDER	New Hampshire Lottery Commission.
PERIOD OF INSURANCE	01 December 2017 to 30 November 2018 both days inclusive at the Principal Address of the Assured.
SUM INSURED	Primary – USD 15,000,000 Excess– USD 5,000,000 As specified in the contract not to exceed USD 20,000,000 in all.
CANCELLATION	This insurance may be cancelled at any time at the request of the Assured in writing to the broker who effected the insurance and the premium will be adjusted on a pro rata basis for the period that Insurers are on risk, but the full policy premium shall be payable to Insurers should an event occur prior to the date of termination which gives rise to a valid claim under this insurance. The date that termination shall occur is 60 days following written notice of intent to terminate being sent to the broker who effected the insurance
PRINCIPLES CLAUSE	As attached.

AON

PRINCIPLES CLAUSE

Where any Contracted Service(s) entered into between the Assured and their customer for the supply of a particular game or lottery so requires, this Insurance is automatically extended to confer Additional Insured status to the Assured's customer in accordance with and subject to the terms, conditions, exclusions, endorsements and addenda of this insurance and will indemnify any such customer with respect to claims made against them by a third party entity, not being a party to the said Contracted Service(s) and arising from an act or omission on the part of the Assured (or the Assured's sub contractors or suppliers for which the Assured is responsible) which gives rise to a legal liability as insured under this insurance.

The Insurers agree to waive all rights of subrogation or action that they may have or acquire against the customer, always provided that such customer shall, as though they were an Assured, observe, fulfil and be subject to the terms, exclusions, limits, exceptions, conditions and endorsements of this insurance in so far as they can apply.

Notwithstanding the conference of additional insured status to the Assured's customer afforded by this Clause, it is expressly understood and agreed that this insurance does NOT extend to indemnify such customer or the Assured for claims arising from any act, error, omission or failure to act on the part of or strictly attributable to such customer.

It is understood and agreed however that the conference of Additional Insured status afforded to the customer by virtue of this clause shall not prejudice the rights and remedies available to the customer pursuant to the terms and conditions of their contracted service(s) with the Assured.

It is further understood and agreed that the Limit Of Indemnity as stated herein applies irrespective of the number of Additional Insureds included pursuant to this insurance and that the conference of Additional Insured status to any such customer does not confer any greater rights in respect of this insurance than those rights enjoyed by the Assured.

We have placed the insurance which is the subject of this letter after consultation with the client and based upon the client's instructions only. Terms of coverage, including limits and deductibles, are based upon information furnished to us by the client, which information we have not independently verified.

This letter is issued as a matter of information only and confers no right upon you other than those provided by the policy. This letter does not amend, extend or alter the coverage afforded by the policies described herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or pertain, the insurance afforded by the policy (policies) described herein is subject to all terms, conditions, limitations, exclusions and cancellation provisions and may also be subject to warranties. Limits shown may have been reduced by paid claims.

We express no view and assume no liability with respect to the solvency or future ability to pay of any of the insurance companies which have issued the insurance(s).

We assume no obligation to advise yourselves of any developments regarding the insurance(s) subsequent to the date hereof. This letter is given on the condition that you forever waive any liability against us based upon the placement of the insurance(s) and/or the statements made herein with the exception only of wilful default, recklessness or fraud.

This letter may not be reproduced by you or used for any other purpose without our prior written consent.

This letter shall be governed by and shall be construed in accordance with English law.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Palmer & Cay, LLC
3050 Peachtree Road, NW
Two Buckhead Plaza, Suite 475
Atlanta GA 30305

CONTACT NAME: Emily Blanton
PHONE (AC, No, Ext): 404-633-5800 FAX (AC, No): 404-991-6060
E-MAIL ADDRESS: emily.blanton@palmerandcay.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Charter Oak Fire Insurance Company	25615
INSURER B: Travelers Property Casualty Company	25674
INSURER C: The Travelers Indemnity Company	25658
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 351
Intralot, Inc. and DC09 LLC
11360 Technology Circle
Duluth GA 30097

COVERAGES CERTIFICATE NUMBER: 570418304 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			630 4855M850	11/1/2017	11/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			810 4855M850	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP 7J906896	11/1/2017	11/1/2018	EACH OCCURRENCE AGGREGATE	$9,000,000 $9,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HKUB 7J455687	11/1/2017	11/1/2018	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE:248 Sheep Davis Road, Concord, NH 03301

New Hampshire Lottery Commission is included as Loss Payee on the Property policy referenced herein as required by written contract.

Limits:
Personal Property - $500,000
See Attached...

CERTIFICATE HOLDER

New Hampshire Lottery Commission
14 Integra Drive
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. Richard Cover

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AGENCY CUSTOMER ID: 351

LOC #:

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY Palmer & Cay, LLC	NAMED INSURED Intralot, Inc. and DC09 LLC 11360 Technology Circle Duluth GA 30097
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS.

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Business Income - $500,000

Deductibles:
Business Income - 24 hours
Flood - $50,0000

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2017

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Palmer & Cay, LLC
3050 Peachtree Road, NW
Two Buckhead Plaza, Suite 475
Atlanta GA 30305

CONTACT NAME: Emily Blanton
PHONE (AC, No, Ext): 404-633-5800 FAX (AC, No): 404-991-6060
E-MAIL ADDRESS: emily.blanton@palmercandcay.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Charter Oak Fire Insurance Company	25615
INSURER B: Travelers Property Casualty Company	25674
INSURER C: The Travelers Indemnity Company	25658
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 351
Intralot, Inc. and DC09 LLC
11360 Technology Circle
Duluth GA 30097

COVERAGES CERTIFICATE NUMBER: 1851915647 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			630 4653M850	11/1/2017	11/1/2018	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY			810 4653M850	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			CUP 7J806896	11/1/2017	11/1/2018	EACH OCCURRENCE	$9,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$9,000,000
	DED / X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HKUB 7J455887	11/1/2017	11/1/2018	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

New Hampshire Lottery
14 Integra Drive
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTINUATION CERTIFICATE

Westchester Fire Insurance Company , Surety upon

a certain Bond No. K08673962

dated effective June 15, 2010
(MONTH-DAY-YEAR)

on behalf of Intralot, Inc.
(PRINCIPAL)

and in favor of New Hampshire Lottery Commission

(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on June 15, 2017
(MONTH-DAY-YEAR)

and ending on June 15, 2018
(MONTH-DAY-YEAR)

Amount of bond $5,000,000.00

Description of bond Lottery Gaming System

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on June 06, 2017
(MONTH-DAY-YEAR)

Westchester Fire Insurance Company

By Brooke A. Sharp
Brooke A. Sharp , Attorney-In-Fact

S-0157/GEEF 11/99

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grants of powers provided for in such persons written appointments or such attorneys-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointments, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specifications may be by general type or class of Written Commitments or by special clause of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation."

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit in otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

Does hereby nominate, constitute and appoint Brooke A Sharp, Christine Doczy, D-Ann Kleindesty, Gary D Eklund, Sharon J. Potts, Sylvia M Ogle, William G Moody, all of the City of ATLANTA, Georgia, each individually, if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, in penalties not exceeding Seventy Five million dollars & zero cents ($75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY, this 21 day of April 2016.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 21 day of April, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY (to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 28, 2018

Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 1st day of June 2017

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 21, 2018.

DocuGard #015-18 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

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Over $1.5 billion to education

GOVERNOR Margaret Wood Hassan
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER Doug Scamman
EXECUTIVE DIRECTOR Charles R. McIntyre

April 8, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The New Hampshire Lottery Commission (NHLC) requests authorization to amend its current lottery gaming system services contract with Intralot, Inc., of Duluth, Georgia (vendor # 201001), originally approved by Governor and Council on September 9, 2009, Item #133 and amended April 17, 2013 (item#98); by exercising an option to extend for four (4) years. This amendment shall change the end date from July 2, 2016 to June 30, 2020; effective upon Governor and Council approval. 100% Lottery Funds

EXPLANATION

A Request for Proposal (RFP) was issued for a lottery gaming system on November 4, 2008. The evaluation committee reviewed and evaluated the two proposals received in response to the RFP. The committee unanimously agreed that Intralot, Inc. should be awarded the contract based on the strength of their proposal and best overall score. The original contract was approved by Governor and Council on September 9, 2009, Item #133, effective July 1, 2010 through July 2, 2016, with the NHLC retaining the sole option to extend the contract, at its discretion and with Governor and Council approval, for up to one period of four (4) years at the same base rate as year one, 1.435% of net lottery sales. The first contract amendment was a no cost amendment approved by Governor and Council on April 17, 2013 (item #98). The attached Amendment No. 2 includes exercising the one four (4) year extension option, effective upon Governor and Council approval to June 30, 2020. Intralot and the New Hampshire Lottery Commission agreed to the terms set forth in the understandings detailed in the amendment.

Live Free or Die
New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

The purpose for bringing this amendment and extension request forward, well before the expiration of the contract, is that the time necessary to execute a rebid and conversion of our gaming system is two years. Such, that if we waited until the time of expiration, the Governor and Council would be put in the awkward position of either shutting down the entire lottery, or approving renewal. In order for the process to be meaningful and deliberative, the New Hampshire Lottery Commission feels that the matter should be brought at a time when there is real choice to be made, and not a choice between contract renewal and catastrophic failure of the lottery systems.

The New Hampshire Lottery Commission gaming system is connected to a secured communications network that controls and monitors the following functions: inventory control, sales, report generation, validation and accounting for all lottery transactions conducted by approximately 1,200 licensed lottery retailers. The lottery's gaming system is simultaneously the backbone and central nervous system of lottery operations.

The Commission respectfully requests Governor and Council approval of the attached Intralot, Inc. contract amendment and extension.

Respectfully submitted,

Charles R. McIntyre
Executive Director

CM: dc
Attachments

Amendment No.2
to
Contract Dated July 1, 2010
Between the New Hampshire Lottery Commission and
Intralot, Inc.

This Amendment No. 2 (this "Amendment") is made and entered into this 19 day of March, 2014, by and between the New Hampshire Lottery Commission (the "NHLC") and INTRALOT, Inc. ("INTRALOT"), collectively the "Parties", as follows:

The purpose of this Amendment is to effectuate the implementation of an Extension to the Contract, equipment exchange options and certain Offered Options, all pursuant to that certain Agreement entered into between the Parties (the "Contract") dated July 1, 2010, including but not limited to Section 3.5.9 of the Lottery Gaming System Request For Proposal, dated November 4, 2008, as incorporated by the Contract therein.

This Amendment to the existing Contract, authorizes the implementation of the provisions contained therein and therefore all terms and conditions of the Contract shall remain in full force and effect.

UNDERSTANDINGS

1. INTRALOT will receive the available 4 year extension from the New Hampshire Lottery, extending the end date from July 2, 2016 to June 30, 2020.

2. Effective upon Governor and Council approval of this amendment, INTRALOT and the NH Lottery agree as follows:

   a. Dream Touch® Ticket Vending Machines - INTRALOT will provide 100 Dream Touch® online and instant ticket vending machines, subject to availability, after completion of manufacturing, development and testing. It is currently contemplated that delivery can be accomplished in or about 16 months following contract execution, however, as this product is still in development, the schedule is subject to further revision. When available, ten (10) Dream Touch® machines will be delivered to The New Hampshire Lottery for testing initially. The pricing to the NHLC for each Dream Touch® Ticket Vending Machine shall be mutually agreed upon.

   b. Commencing on the Execution Date and continuing for 18 months thereafter, Intralot agrees, that any lease of current model WinStations will be charged to the NHLC at $215.80 per WinStation per month, representing Contract year 1 pricing. Thereafter, the pricing for additional WinStations shall reflect Year two 2 pricing for twelve (12) months; Year three (3) pricing for twelve months thereafter and Year four (4) pricing for twelve (12) months. (Reference Section 3.2.4.2 of the RFP & Intralot's Proposal of February 20, 2009, and 4.5.2.E of Intralot's Pricing Proposal dated February 20, 2009, as amended May 26, 2009.)

   c. Jackpot Signs for Top Retailer Locations - Intralot will deliver up to an additional 200 Jackpot Signs for mutually agreed upon top retailer locations, at the reduced rate of $10.00 per sign per month, based on a minimum order of 200 signs, over the remaining contract and Extension lease period. These signs would be the current model double jackpot signs, installed by Intralot. Price includes all installation and maintenance costs. (Reference Section 3.2.1.3.E of the RFP & Intralot's Proposal.)

   d. Intralot will provide 200 units of Large PAD signs, 32"-37" at a cost to the NHLC of $6.00 per pad per month, representing contract year 1 pricing. Delivery shall occur at a schedule to be determined by the parties.

e. Intralot will provide 15 portable tablet devices, with portable printers, for usage by NHLC Sales Reps in Point Of Sale printing, sales report generations, and other such sales initiatives.

f. Intralot will augment its current contractual annual marketing support allocation by an additional $50,000 for market research. Unused money can be accrued year-to-year. This increase shall begin effective July 1, 2014. (Reference Section 3.5.1 of the RFP & Intralot's Proposal.)

g. Intralot will order and install Microlot terminal wraps, as designed by the Lottery.

h. Preventative Maintenance requirements addressed at Section 2.14.14 of the RFP (Terminal Preventative Maintenance) shall be deemed to be set at 180 days for said Terminal Preventative Maintenance. The results of such change shall be reviewed every 180 days for compliance with the standards set forth at 2.14.14 of the RFP and in the event there are 2 defaults during any 180 day period, the lottery can decide to revert to the original schedule under 2.14.14.

i. Upgrade CDU's - Intralot shall install, at no additional cost, color displays that are designed to be larger and easier for players to see. (Reference Section 3.2.1.3.B of the RFP & Intralot's Proposal.)

j. Intralot will provide the NHLC Intralot's Mobile 2 Apps. This software includes the "Unified Mobile App" for the NHLC, where a player can create e-playslips, check a ticket barcode, see winning numbers history and news, locate a retailer, and many more lottery player tasks as set forth in the specifications for the software.

k. Intralot will provide the NHLC Intralot's iWare Dashboards. This software includes the current iWare Interface Tools for the NHLC, designed to create greater flexibility in managing retailer sales and statistical data.(Reference Section 3.5.3 of the RFP & Intralot's Proposal.)

l. BOS segregation of duties. Intralot will revise the basic functionality of the module from a DEPARTMENT function to an individual function such that the NHLC can designate the permissions for each NHLC employee/user of BOS as is it deems necessary and appropriate. (Reference Section 3.4.1.22 of the RFP & Intralot's Proposal).

m. Intralot agrees to the reissuing of single rolls of MicroLot terminal paper stock with the option to bring rolls back to the warehouse and create new cartons. (Reference Section 3.4.1.19 of the RFP & Intralot's Proposal.)

n. Intralot agrees to revise the Instant Ticket by Ticket Account System and/or just Activate and Deactivate.

o. Intralot agrees to expand its responsibility for the "Tel-Sell" function to 100% of the New Hampshire Lottery retail network from the prior partial responsibility. (Reference Section 3.4.6 of the RFP & Intralot's Proposal and 3.A of Intralot's Pricing Proposal.)

p. Intralot shall create a system, within the current production system, that streamlines the process of tax reporting by updating the user interface, commonly referred to as the "1099" (Reference Section 3.4.8.2 of the RFP & Intralot's Proposal.)

q. PROMOS - Intralot will develop and deliver a New Module making for an easier setup process and cleaner reports. (Reference Sections 3.5.5 and 3.2.1.2.S of the RFP & Intralot's Proposal.)

4/10/14

4/9/14

r. Intralot will provide the following System Upgrades, which shall include:

i. UAT System tied directly to the Production System with regular restore updates as reasonably requested and mutually agreed upon by Intralot and the NHLC

ii. Intralot QA system being a mirror of the NHLC Test System

(Reference Sections 3.1.1, 3.1.3 and 3.4.1 of the RFP & Intralot's Proposal.)

s. Intralot agrees to develop a New On-line Subscription System. (Reference Section 3.4.13 of the RFP & Intralot's Proposal.)

t. Intralot will also facilitate the creation of space and maintain a facility, for NHLC usage, to store and secure roll ticket stock at the Intralot office at Sheep David Road. The cost for such leasehold improvements shall not exceed $20,000.

It is agreed between the NHLC and Intralot, that: election, delivery, specification and/or design, as applicable, implementation and deployment of the options set forth in this section 2, unless otherwise addressed herein, shall be subject to the mutual agreement of the NHLC and INTRALOT.

The elements contained herein, excepting clause 2(a) shall be completed within six (6) months of execution of this Amendment.

3. Additional Offered Options- Pursuant to the offered options provisions of the Intralot proposal as incorporated by reference into the Agreement:

a. Intralot offers, on a price TBD basis, the B-on® platform which is "any game-any time-anywhere" to include but not be limited to; Fastplay, Fastplay Progressive, Keno, Mobile, the MP-NC, and the VLOTOS state of the art VLT central monitoring system.

4. This Amendment No. 2, its exhibits and attachments hereto sets forth the entire understanding between Parties with respect to the matters set forth herein and supersedes all prior representations, understandings or agreements, whether written or oral, expressed or implied regarding those matters specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by their duly authorized officers as of the day and year first written above (the "Execution Date).

NEW HAMPSHIRE LOTTERY COMMISSION

By: _____

Charlie McIntyre
Executive Director

INTRALOT, Inc.

By: _____

Thomas F. Little
President & CEO

Certificate of Incumbency
and
Authority
INTRALOT, Inc.

I, Jay M. Lapine, being the Secretary of INTRALOT Inc., a Georgia corporation, do hereby certify that as of the date of this Certificate the following persons are duly qualified and acting Officers of INTRALOT Inc, holding the offices set forth opposite their names below. Further, said Officers are empowered to act on behalf of and bind the Corporation and any of its Subsidiaries in matters connected with the execution of contracts in the conduct of INTRALOT Inc. business. It is further certified that such actions and authority are consistent with corporate By-Laws, in effect and un-amended.

Name	Office
Thomas F. Little	President & CEO
Toula Argentis	Vice President, CFO and Treasurer
Jay M. Lapine	Vice President, CLO and Secretary
Lynn A. Becker	Vice President of Development & Asst. Treas. and Asst. Sec.
Christos Tzoumaras	Vice President of Operations
Byron Boothe	Vice President of Government Relations
John Pittman	Vice President of Marketing
George Mermigas	Vice President of Technology

IN WITNESS WHEREOF, I have executed this Certificate on behalf of INTRALOT Inc, effective this March 19,2014.

INTRALOT, Inc. CORPORATE SEAL December 11, 1991 State of Georgia

Jay M. Lapine, Secretary & Chief Legal Officer

ATTESTATION

I, the undersigned Secretary of Intralot, Inc., on this 3rd day of April, 2014, attest and certify as to the accuracy and valid effect of the Certificate set forth above.

INTRALOT, Inc. CORPORATE SEAL December 11, 1991 State of Georgia

Jay M. Lapine, Secretary & Chief Legal Officer

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Intralot, Inc. a(n) Georgia corporation, is authorized to transact business in New Hampshire and qualified on February 9, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April, A.D. 2014

William M. Gardner
Secretary of State

Dent 4/3 for 4/17 G+C

Over $1.5 billion to education

GOVERNOR Margaret Wood Hassan
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER Doug Scamman
EXECUTIVE DIRECTOR Charles R. McIntyre

March 21, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The New Hampshire Lottery Commission (NHLC) requests authorization from the Governor and Council to amend its current lottery gaming system services contract, originally approved by Governor and Council on September 9, 2009, Item #133, with Intralot, Inc., of Duluth, Georgia (vendor # 138125) to provide an enhanced LOTOS gaming system, which system includes an advertising program known as a Player Advertising Displays (PADS). This amendment to the contract shall be effective upon Governor and Council approval through July 2, 2016. This is a no cost amendment.

EXPLANATION

In over 800 stores throughout New Hampshire, the public currently sees and interact with the PADS located in lottery retailer locations. The NHLC would like to offer inventory on the PADS to suitable and compatible commercial entities. The requested action to the gaming system contract will provide the NHLC with improved and expanded advertising options. The attached Memorandum of Understanding and the Amendment to the Professional Services Contract detail the specifics of these changes. The program will offer a much broader range of advertising lottery products at the retail check-outs for which the NHLC will receive 33% of gross advertising sales revenue for this PAD ADVERTISING PROGRAM. Intralot will, from its 67% revenue share, absorb costs associated with program implementation management fees, additional staffing, hardware upgrades, bandwidth costs, brokerage fees, and all media resource costs.

The original contract was approved by Governor and Council on September 9, 2009, Item #133, effective July 1, 2010 through July 2, 2016, with the NHLC retaining the sole option to extend the contract, at its discretion and with Governor and Council approval, for up to one period of four (4) years at the same base rate as year one, 1.435% of net lottery sales.

The New Hampshire Lottery Commission gaming system is connected to a secured communications network that controls and monitors the following functions: inventory control, sales, report generation, validation and accounting for all lottery transactions conducted by approximately 1,200 licensed lottery retailers. The lottery's gaming system is simultaneously the backbone and central nervous system of lottery operations.

The Commission respectfully requests Governor and Council approval of the attached Intralot, Inc. contract amendment.

Respectfully submitted,

Charles R. McIntyre
Executive Director

CM:dc
Attachments

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Lottery Commission, hereinafter "the Commission," or "NHLC" and Intralot, Inc., hereinafter "the Contractor" or "Intralot", and, pursuant to an agreement between the parties that was approved by Governor and Council on September 9, 2009 hereby agree to modify same as follows:

1. Section 3.5.5 of the Lottery Gaming System Proposal, as more fully described in the attached "Memorandum of Understanding".

2. All other provisions of the contract shall remain in effect

3. This modification shall be effective on the date of approval by Governor and Council.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
New Hampshire Lottery
Commission

By: _____
Charles R. McIntyre, Executive Director

Intralot, Inc.

By: _____
Thomas F. Little, President & CEO

STATE OF Georgia

County of Forsyth

On this the 28th day of February 2013 before me, Oma Tribble, the undersigned officer, personally appeared Thomas F. Little who acknowledged himself/herself to be the CEO/President of a corporation, and that he/she, as such Thomas F. Little, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Thomas F. Little
President + CEO - Intralot, Inc.
In witness whereof I hereto set my hand and official seal.

OMA TRIBBLE
MY COMMISSION EXPIRES
AUG. 5 2013
FORSYTH CO., GEORGIA
NOTARY PUBLIC

Oma Tribble
Notary Public/Justice of the Peace

Approved as to form, substance and execution by the Attorney General this 2 day of April, 2013.

Division of Attorney General Office

By: _____

Approved by the Governor and Council this _____ day of _____, 2013

By: _____

Certificate of Incumbency
and
Authority
INTRALOT, Inc.

I, Jay M. Lapine, being the Secretary of INTRALOT Inc., a Georgia corporation, do hereby certify that as of the date of this Certificate the following persons are duly qualified and acting Officers of INTRALOT Inc, holding the offices set forth opposite their names below. Further, said Officers are empowered to act on behalf of and bind the Corporation and any of its Subsidiaries in matters connected with the execution of contracts in the conduct of INTRALOT Inc. business. It is further certified that such actions and authority are consistent with corporate By-Laws, in effect and un-amended.

Name	Office
Thomas F. Little	President & CEO
Toula Argentis	Vice President, CFO and Treasurer
Jay M. Lapine	Vice President, CLO and Secretary
Lynn A. Becker	Vice President of Development & Asst. Treas. and Asst. Sec.
Christos Tzoumaras	Vice President of Operations
Byron Boothe	Vice President of Government Relations
John Pittman	Vice President of Marketing
George Mermigas	Vice President of Technology

IN WITNESS WHEREOF, I have executed this Certificate on behalf of INTRALOT Inc, this February 27, 2013.

Jay M. Lapine, Secretary & Chief Legal Officer

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Intralot, Inc. a(n) Georgia corporation, is authorized to transact business in New Hampshire and qualified on February 9, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of August, A.D. 2012

William M. Gardner
Secretary of State

MEMORANDUM OF UNDERSTANDING
BETWEEN THE NEW HAMPSHIRE LOTTERY COMMISSION AND
INTRALOT, INC.

This Memorandum of Understanding (this "MOU") is made and entered into this 27 day of FEBRUARY, 2013, by and between the New Hampshire Lottery Commission (the "NHLC") and INTRALOT, Inc. ("INTRALOT"), collectively the "Parties", as follows:

The purpose of this MOU is to memorialize the understanding of the parties with regard to advertising revenue and certain program elements thereof, all pursuant to that certain Agreement entered into between the Parties (the "Contract"), and approved by the Governor and Council on September 9, 2009, including but not limited to Section 3.5.5 of the Lottery Gaming System Request For Proposal, dated November 4, 2008, as incorporated by the Contract therein.

This MOU neither amends or modifies of the existing Contract, however, it does interpret and implement the provisions contained therein and therefore all terms and conditions of the Contract shall remain in full force and effect.

UNDERSTANDINGS

1. INTRALOT and the NHLC agree that Intralot will provide an enhanced LOTOS gaming system to include:
   - HORIZON content delivery software package and enhancements as may be required.
   - Advertising content delivery to all installed PAD devices operated by the NHLC
   - If necessary, additional central system hardware including servers at the PDC and BDC
   - Necessary and required additional network bandwidth, if any.
   - Additional staff as determined by Intralot to be needed and will assume responsibility for any additional staffing or advertiser acquisition costs in support of the PAD advertising program.

2. INTRALOT and the NHLC agree to implement, through the use of mutually agreed upon; statements of work, implementation schedules, and financial terms including revenue share, the proposal as set forth in **Exhibit 1**, attached hereto and incorporated by this reference herein.

3. INTRALOT and the NHLC further agree that, subject to further mutually agreed upon review and modification, the advertising units shall generally be described as follows:
   - Available & Contracted Player Advertising Displays (known as PADS, throughout) are, except for those specific retail environments outlined by the New Hampshire Lottery Commission, defined as; all display units at NHLC retail locations connected to the Horizon System and able to accept Playlist content for the purposes of advertising include; standalone display monitors at retail check-out, MP upper display areas (future), TVM display areas (where available) and may include KENO or 2nd Game monitors should they become available in the marketplace.
   - Advertising will consist of no more than 20% of the overall PAD Playlist for Zone 1 and No more than 25% of Zone 2 sponsorships or as agreed to by NHLC.
   - Advertising units are available in intervals of 5 seconds.

- Advertising units can be purchased in blocks up to (3) 5 second intervals not to exceed 15 seconds in length.
- Advertising units will have a minimum of 15 seconds of Lottery content between Advertisements.
- Advertisers and advertising content must be reviewed by the Lottery and is subject to Lottery approval, in its sole discretion. An approval process will be developed consistent with the Lottery's objectives and will provide for Advertiser opportunity to present storyboard concepts to the Lottery before Advertiser is subject to their own production or creative costs.
- Advertising units are available on all available & contracted PADS. Initial launch minimum advertising period of 1 calendar month, ongoing flight schedules will vary based on sales and availability.
- All costs for advertising methods and media shall be borne by the advertiser and must meet the established release & development schedule set forth by Intralot and NHLC.

4. The NHLC will receive 33% of gross advertising sales revenue for this PAD ADVERTISING PROGRAM. INTRALOT will, from its 67% revenue share, absorb costs associated with; program implementation, management fees, additional staffing, hardware upgrades, bandwidth costs, brokerage fees, and all media resource costs.

5. Notwithstanding the forgoing, the NHLC will have the ability to offer limited time allotments for targeted Public Service Announcements for specific State Governnent Institutions.

6. This MOU, its exhibits and attachments hereto sets forth the entire understanding between Parties with respect to the matters set forth herein and supersedes all prior representations, understandings or agreements, whether written or oral, expressed or implied regarding those matters specifically set forth herein, but shall not be deemed to be waiver of the NHLC's right to enforce any and all provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized officers as of the day and year first written above.

NEW HAMPSHIRE LOTTERY COMMISSION

By: _____

Charlie McIntyre
Executive Director

INTRALOT, Inc.

By: _____

Thomas F. Little
President & CEO

Exhibit 1

EXPLANATION OF PAD ADVERTISING PROGRAM

- INTRALOT will provide Horizon Content Management System to NHLC
- INTRALOT will manage content playlists for NHLC for all 3 Zones
- INTRALOT will manage advertising process with appropriate media resources
- INTRALOT will implement and oversee content management & approval process for NHLC and Advertisers
- Media Kit will be developed and produced by Intralot (to include high quality retail environment photography).
- Media Kit and recommended fee schedule will be provided to Intralot's Media Broker, New Hampshire Lottery Commission and those media agents representing the New Hampshire Lottery Commission
- Creative technical standards and guidelines will be developed and produced by or on behalf of Intralot
- Advertiser contracts (& letter of intent) will be developed by or on behalf of Intralot.
- Advertisers can be contacted by Intralot's Media Broker, New Hampshire Lottery Commission and those media agents representing the New Hampshire Lottery Commission.
- Additional media brokers, signage brokers may be contacted to handle special retail chains, or other contracted business types.
- All advertising accounts will be managed by Intralot's Media Agent(s).
- Available Advertising Units will be maintained by Intralot's Media Agent.
- Media Portal will be provided by or on behalf of Intralot to accommodate creative uploads
- Approval process to be established between Intralot, Advertiser and New Hampshire Lottery Commission
- Playlists will be managed by Intralot
- Pre-flight reporting will be provided to Intralot's Media Agent to provide to Advertisers
- Actual flight reports will be provided to Intralot's Media Agent to provide to Advertisers and their accounting dept.

- All financial billing and settlements will be handled by Intralot's Media Agent with the Lottery having a right to review and audit.
- Sales / Credits will be handled as agreed by NHLC and Intralot
- Commission schedules will be developed to accommodate sales & contract efforts whether advertisers are brought under contract by Intralot's Media Broker, New Hampshire Lottery Commission and those media agents representing the New Hampshire Lottery Commission, directly through retailers or by other contracted media brokers.

133 wpo

Sept 9, 2009

NHLottery

Over $1 billion to education

GOVERNOR John H. Lynch
CHAIRMAN Richard Campbell, Jr.
COMMISSIONER Paul J. Holloway
COMMISSIONER Debra M. Douglas
EXECUTIVE DIRECTOR Rick A. Wisler

June 22, 2009

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

100% Lottery Funds

JUL 1 5 2009

Tabled 4-2

SEP 0 9 2009

Remove 4-2, Approve 1-5 4N

REQUESTED ACTION

The New Hampshire Lottery Commission (NHLC) ® requests authorization from the Governor and Council to enter into a contract with Intralot, Inc. of Duluth, Georgia (Vendor # 138125), for the period of July 1, 2010 through July 2, 2016, with the NHLC retaining the sole option to extend the contract, at its discretion and with Governor and Council approval, for up to one period of four (4) years at the same base rate as year one, 1.435% of net lottery sales. This contract request is for the purpose of providing the NHLC with a lottery gaming system connected to a secured communications network that will securely inventory, sell, inquire, validate and account for all lottery transactions conducted by approximately 1,200 licensed lottery retailers.

FY 11 funding in account 1029-106-0855 is subject to legislative approval in the budget.

EXPLANATION

The lottery's gaming system is the backbone of lottery operations. The public and retailers will see and interact with the sales terminals located in every licensed lottery retailer. These terminals are connected by a secured communications network to a central computer system running software designed specifically to meet the NHLC's needs and the most recent lottery industry standards. The central system records and fully accounts for every lottery ticket transaction. Lottery staff uses the gaming system to track sales and trends, obtain sales and inventory information for all retailers, maintain the subscription database for Powerball and Megabucks, and control instant ticket inventory and shipments thereof to retailers. Additionally, this contract will upgrade the lottery's instant ticket vending machines to a new model that increases the number of offered instant games to 25, as well as offering all on-line lottery games such as Powerball and Megabucks.

The current gaming system was activated on July 1, 2000. That system's contract expires June 30, 2010 and does not allow for any additional renewals. As with any major computer system transition, a significant lead time was scheduled to allow adequate time to develop an RFP, review and score proposals, award a contract, develop a gaming system to meet the NHLC's immediate and future needs, transfer data, and train approximately 1,200 retailers on the use of the new sales terminals.

In the fall of 2007 the NHLC established an on-line RFP committee ("Committee") consisting of lottery and OIT staff with vast experience in their fields. The four lottery members of the Committee have over 77 years of cumulative lottery experience. The Committee consisted of:

- Robert Preston, Games Manager of the NHLC and RFP Contracting Officer.
- Georges Roy, Administrator III of the NHLC
- Maura McCann, Program Information Officer of the NHLC
- Leigh Tilton, Accountant III, Human Resources and ICS Supervisor of the NHLC
- Jeffrey King, IT Manager of the Office of Information Technology (OIT).

Jeffrey King was a non-scoring participant but offered technical advice throughout the process. Additional technical assistance was provided by Gary Gassin and Michael Huffenberger of the Battelle Memorial Institute, a well recognized company that has vast experience assisting lotteries with the development and review of gaming system RFPs. Both Mr. Gassin and Mr. Huffenberger also were non-scoring participants.

Following a series of internal development meetings and individual vendor briefings, the New Hampshire Lottery Commission issued a Request for Proposal (RFP) for a lottery gaming system on November 4, 2008. Notices announcing the availability of the RFP were emailed to the three vendors who have contracts with North American lotteries, noticed in the lottery industry daily newsletter "Lottery Insider" and posted on the Division of Purchase and Property's web site. Following a number of written clarification questions submitted by vendors and NHLC responses, written proposals to the RFP were submitted to the NHLC by the deadline of February 20, 2009 by 4:00 p.m. A total of two proposals were submitted from the following vendors with the following price quotes:

- Intralot, Inc. of Duluth, Georgia at a base rate of 1.435% of net lottery sales.
- Scientific Games, Inc. of Atlanta, Georgia at a base rate of 1.830% of net lottery sales.

The Committee reviewed the two submitted written proposals. The committee determined that both proposals met the RFP requirements. The committee then evaluated the proposals based on two criteria.

- The first was for technical and consisted of areas including central system configuration, sales terminals, communications network, software controls and data management, lottery games and marketing, vendor facilities, staffing, support services and operations security plan, implementation and vendor corporate capability. A maximum total of 1,000 points could be awarded.
- The second criterion was cost - valued at a maximum of 1,000 points for base price plus the cost of specified options. The lowest bid received 1,000 points and the other proposal was awarded points relative to the lowest cost.

The two proposals received the following scores:

- Intralot received a total of 1,882.5 points consisting of 882.5 points for technical and 1,000 points for price.
- SGI received a total of 1,681.06 points consisting of 943.5 points for technical and 737.56 points for price.

The Committee unanimously agreed that Intralot, Inc. should be awarded the contract based on the strength of their proposal and best overall score. The Committee presented a report of its findings and recommendation to the lottery's Executive Director and the Lottery Commission. Following a review of the report and a series of questions the Commission is satisfied with the Committee's process and agrees with the Committee's recommendation. A copy of the Committee's report is attached to this letter. One copy of the related documents is available at the Department of Administrative Services and will be provided if requested.

It should be noted that the Committee estimates Intralot's evaluated cost proposal including specified options is approximately $11 million less over six years than SGI's evaluated cost proposal. It is further estimated that the Intralot contract will result in a significant cost savings to the state of New Hampshire of approximately $1 million annually when compared to the NHLC's current contract.

The Commission respectfully requests Governor and Executive Council approval of a six year contract with Intralot, Inc. The contract allows for one (1) four year option to renew. The contract ending date is July 2, 2016 instead of June 30, 2016 since this is the ending of our sales week and is more convenient and easier for approximately 1200 retailers to settle their balances due with the lottery.

Respectfully submitted,

Rick Wisler
Executive Director

RW:dc
Attachment

FORM NUMBER P-37 (version 1/09)

Subject:

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Lottery Commission	1.2 State Agency Address 14 Integra Drive, Concord, New Hampshire, 03301
1.3 Contractor Name Intralot, Inc.	1.4 Contractor Address 11360 Technology Circle, Duluth, GA 30097
1.5 Contractor Phone Number 770-295-2463 1.6 Account Number 1029-106-0855	1.7 Completion Date July 2, 2016 1.8 Price Limitation 1.435% of net sales
1.9 Contracting Officer for State Agency Rick Wisler, Executive Director	1.10 State Agency Telephone Number 603-271-3391
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory THOMAS F. LITTLE, PRES. & CEO

1.13 Acknowledgement: State of Georgia, County of Fulton

On June 12, 2009, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Jenny P. Newson, Notary
Exp. Dec. 12, 2010

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory Rick Wisler, Executive Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(If applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On: 6-22-09

1.18 Approval by the Governor and Executive Council

By: DEPUTY SECRETARY OF STATE SEP 09 2009