

**FULL SERVICE LOTTERY SYSTEM
CONTRACT # C080005**

THIS AGREEMENT made this ____ day of June, 2009 by and between the NEW YORK STATE DIVISION OF THE LOTTERY, an executive agency of the State of New York having an office at One Broadway Center, Post Office Box 7500, Schenectady, New York 12301-7500 (the "Lottery"), and GTECH CORPORATION, a corporation organized under the laws of the State of Delaware having an office at GTECH Center, 10 Memorial Boulevard, Providence, Rhode Island 02903 (the "Contractor").

WHEREAS the Lottery issued a Request for Proposals on October 30, 2008 soliciting proposals from qualified firms to provide a Full Service Lottery System, and clarified the requirements of the Request for Proposals with (a) Questions and Answers dated November 20, 2008 and December 4, 2008 and (b) amendments dated November 20, 2008, December 4, 2008 and December 10, 2008 (collectively, the "RFP"); and

WHEREAS the Contractor submitted a Technical Proposal dated December 18, 2008, and a Pricing Proposal dated December 16, 2008 (collectively, the "Proposal"), which received the highest total combined score from among competing proposals by the Lottery's evaluation team.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. The Contractor agrees to provide the Lottery with a Full Service Lottery System, as more fully set forth in the RFP and the Proposal. Both the

RFP and the Proposal are hereby incorporated into this Agreement with the same force and effect as if they were fully set forth herein.

2. Term.

(a) This Agreement shall be for an initial term commencing as of the date of approval by the State Comptroller and continuing for a period of system conversion up to and including June 5, 2010, and further continuing for a period commencing on June 6, 2010 and continuing for seven (7) years thereafter, plus a sufficient number of days to complete the then current calendar week; that is, until Saturday, June 10, 2017.

(b) The Lottery shall have the option, at its sole discretion, to extend the term, upon written notice given not later than March 1, 2017, for an additional term of up to three (3) years, plus a sufficient number of days to complete the then current calendar week; that is, until Saturday, June 13, 2020.

(c) The Lottery shall also have the option, at its sole discretion under the emergency circumstances specified in the RFP, to extend the term beyond June 13, 2020, for an additional emergency term or terms of up to thirty (30) days each, upon written notice given not less than thirty (30) days before the start of such additional emergency term or terms.

3. Compensation. In full consideration for all goods and services specified in the RFP and the Proposal, the Lottery agrees to pay, and the Contractor agrees to accept, compensation in accordance with the prices set forth in the Proposal and herein commencing June 6, 2010 (unless otherwise specified herein). No minimum amount is guaranteed by this Agreement and the Contractor shall not have any right to make a claim therefor.

4. Approvals Required. This Agreement, and any extension of the term of this Agreement or any amendment of the provisions of this Agreement, shall not be effective and binding upon the Lottery or the State of New York unless and until approved by the Attorney General and the State Comptroller. The Lottery agrees to exercise its best efforts to obtain such approval.

5. Mutual Cooperation. The objective of this Agreement is to provide for the operation of a modern Full Service Lottery System for the decade beginning in 2010. The parties agree to cooperate fully in good faith and to assist each other, to the extent reasonably practicable, in order to accomplish that objective.

6. Termination. The Lottery shall have the right to terminate this Agreement for convenience or for cause as provided in Part 2 of the RFP.

7. Confidentiality and Non-Disclosure.

(a) For the purposes of this section, "Confidential Information" means any information not generally known to the public, whether oral or written, that a disclosing party (the "Disclosing Party") identifies as confidential and discloses to the receiving party (the "Recipient") in connection with services to be provided to the Lottery pursuant to this Agreement. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: proposal documents, plans, drawings, specifications, reports, product information; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Lottery deems confidential. The Disclosing Party will identify written Confidential Information by

marking it with the word "Confidential" and will identify oral Confidential Information as confidential at the time of disclosure to the Recipient.

(b) Confidential Information does not include information that, at the time of Disclosing Party disclosure to the Recipient:

(i) is already in the public domain or becomes publicly known through no act of the Recipient;

(ii) is already known by the Recipient free of any confidentially obligations;

(iii) is information that the Disclosing Party has approved in writing for disclosure; or

(iv) is required to be disclosed by the Recipient pursuant to law so long as the Recipient provides the Disclosing Party with notice of such disclosure requirement and opportunity to defend prior to any such disclosure.

(c) The Recipient may use Confidential Information solely for the purposes of providing services to the Lottery pursuant to this Agreement. The Recipient shall not make copies of any written Confidential Information without the express written permission of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information to the Recipient shall not convey to the Recipient any right to or interest in such Confidential Information and the Disclosing Party shall retain all right and title to such Confidential Information at all times.

(d) The Recipient shall hold Confidential Information confidential to the maximum extent permitted by law. The Recipient shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security

measures, devices and procedures that the Recipient uses to maintain its own confidential information.

(e) Upon written request by the Disclosing Party, the Recipient shall return all written Confidential Information to the Lottery.

8. Records Retention. Records required by this Agreement to be retained by the Contractor shall be retained for the periods specified in Appendix A, attached hereto. Such records may be retained in their original form or in any other reliable and readily retrievable format, at the option of the Contractor.

9. Notices. All notices required by this Agreement shall be sufficient if in writing and sent by certified mail return receipt requested and all other communications shall be sufficient if communicated in writing to the following addresses or to such other addresses as may be designated from time to time by the parties in writing:

(a) As to the Lottery:

Director of the Lottery
NYS Division of the Lottery
One Broadway Center
Post Office Box 7500
Schenectady NY 12301-7500

(b) As to the Contractor:

Senior Vice President, GTECH Americas
GTECH Center
10 Memorial Boulevard
Providence, RI 02903

10. Liability and Indemnification. The Contractor shall be responsible for all damages to life and property due to activities of the Contractor or its subcontractors, agents or employees or in connection with performance of services under this Agreement, as provided in Part 2 of the RFP.

11. Relationship. The relationship of the Contractor to the Lottery arising out of this Agreement shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Lottery or the State by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the Lottery or the State, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. All personnel of the Contractor shall be within the employ of the Contractor only or shall be duly contracted subcontractors of the Contractor, which alone shall be responsible for their work, the direction thereof, and their compensation. Nothing in this Agreement shall impose any liability or duty on the Lottery or the State, on account of any acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation, or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, for taxes of any nature, including, but not limited to, unemployment insurance and workers' compensation, and the Contractor hereby agrees to indemnify and hold harmless the Lottery and the State against any such liabilities.

12. Documents Incorporated. Appendix A, "Standard Clauses for all New York State Contracts," the RFP, and the Proposal are hereby incorporated herein to the same force and effect as if set forth at length hereat.

13. Order of Precedence. Any conflict between the provisions of this Agreement and the documents incorporated herein shall be resolved according to the following order of precedence set forth in Part 2 of the RFP.

14. Miscellaneous Provisions.

(a) A waiver of enforcement of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement nor shall it preclude the affected party from subsequently enforcing such provision.

(b) This instrument and the documents incorporated herein represent the entire Agreement between the Lottery and the Contractor, and no modification thereof shall be binding unless the same is in writing and signed by the respective parties.

(c) The headings contained in this Agreement are intended for ease of reference only and shall not be interpreted to limit or modify any of the provisions of this Agreement.

15. Additional Provisions.

Notwithstanding any contrary provisions in the RFP, clarifications and addendums to the RFP, Contractor's Proposal or any clarifications to Contractor's proposal, the Lottery and Contractor agree as follows:

(a) Section 3.3 – Communications Network. In connection with Contractor's obligations to provide a Communications Network under Section 3.3 of the RFP, the Contractor shall have the flexibility to propose, configure and reconfigure if necessary a communications network during the term of this Agreement, subject to the requirements of the RFP and the approval of the Lottery. It is understood by the Lottery and the Contractor that as of the date of this Agreement a "dual cellular" configuration consisting

of a Sprint primary modem and an ATT secondary modem shall be used for up to thirty percent (30%) of the communications network system; provided that Contractor shall only install such configuration if VSAT is not a commercially and technically feasible option (as reasonably determined by the Contractor) for such part of the communications network system, and provided further that if the “dual cellular” configuration described above is used each cellular modem shall have an acceptable Rx Power Range based on standards mutually agreed upon by the Contractor and the Lottery at the time of installation.

Further, as the Lottery has selected the Contractor as the Communications Network Provider in connection with the RFP, Contractor will provide the Lottery an annual “bundling” discount of \$4,000,000. This discount would be applied weekly as an \$80,000 increase in the transfer of retailer settlement funds from the Contractor to the Lottery for the first fifty (50) weeks of each one year period of the term of the Agreement commencing the first full week of sales after June 6, 2010 under the Agreement. This bundling discount will apply only to the first seven years of the term of the Agreement. This bundling discount will not preclude the Contractor and the Lottery from later agreeing to any other discounts.

(b) Section 2.23 – Liquidated Damages Provisions. The Lottery agrees that it shall not attempt to collect a penalty that would be unenforceable under New York law. As part of any liquidated damages assessment process: (i) the Contractor may furnish, and the Lottery shall consider, factual evidence where available to establish that the Lottery’s actual damages were less than the liquidated sum; and (ii) the Lottery shall not

assess more than its actual damages for any incident where the evidence establishes that its actual damages were less than the liquidated amount.

(c) Appendix L – Liquidated Damages and Service Levels.

1. Item 18 – Failure to Comply with Required Standards or to Remedy Audit Recommendations. The time period to cure an audit recommendation pursuant to Appendix L - Item 18 shall be amended from "within sixty (60) days" to "within a period not less than sixty (60) days but up to one hundred and twenty (120) days based on the severity of the recommended corrections and in the discretion of the Lottery".
2. Item 24 – Hotline and Telemarketing Communications Outages and Hold Times. Service level reporting shall be analyzed on a monthly basis.
3. Item 25 – Successful Vendor Provided Retailer Terminal Communications Network. Service level reporting shall be analyzed on a monthly basis.

(d) Section 3.8 – Implementation. The Lottery and the Contractor agree that the Implementation Schedule attached hereto as Schedule A (as may be amended from time to time as agreed to by the Lottery and the Contractor) shall govern the requirements of Section 3.8 of the RFP. To the extent the dates in Section 1.4 of the RFP conflict with Schedule A, Schedule A shall control. Further, for each day a milestone that is an obligation of the Lottery is not achieved (and failure to achieve such milestone is solely attributable to the State), the Implementation Schedule shall increase a day.

(e) Section 2.47 – Indemnification. The Lottery and the Contractor agree that Contractor's obligation under this Section shall not extend to any liability caused by (a)

the negligence of or the unauthorized use of the Lottery System by the Lottery, the State of New York, or their agents, officials or employees, (b) the Contractor's actions or omissions if requested by or in compliance with the Lottery's requirements; provided that the Contractor at the time knew the act or omission would give rise to a potential liability, and, after receiving written notice (and supported by a reasoned legal opinion) of the potential liability, the Lottery or the State of New York requested Contractor perform the act or omission, (c) any act or omission of a third party not a subcontractor of the Successful Vendor, or (d) the Lottery's use of any attachment to the Lottery System of a third party system, terminal or product as contemplated by Section 2.36 of the RFP.

(f) Section 4.5 – Cost Quotation Sheet. The Contractor has offered and the Lottery has accepted as of the date hereof the following options:

Option	RFP Section	Quantity	Price
Combined Self Service Terminals including Wireless Connection	3.2.4.2 and Items "G" and "H" of Lottery Specified Options	3000	\$48.37 per terminal per week commencing on June 6, 2010 for the term of the Agreement. If such terminals are delivered for installation prior to June 6, 2010, payment shall commence on the date of installation or June 6, 2010 (whichever comes first).

<p>Communications Network/ Early Conversion of Communications Network</p>	<p>3.3, Item "I" of Lottery Specified Options and Item "S" of Offered Options</p>		<p>For all locations not using VSAT, DSL or Frame Relay, \$19.62 per terminal per week upon installation of new terminal on new communications network for the term of the Agreement; provided that in the event more than three terminals are at a single location, the price per week for all terminals at such location shall not exceed \$58.86 (3 X \$19.62). For all locations using VSAT, DSL or Frame Relay, \$19.62 per retailer location per week upon installation of new terminal(s) on new communications network for the term of the Agreement.</p>
<p>Hand-held Terminals</p>	<p>Item "A" of Offered Options</p>	<p>100</p>	<p>\$35.35 per terminal per week commencing on June 6, 2010 for the term of the Agreement. If</p>

			such units are delivered for installation prior to June 6, 2010, payment shall commence on the date such terminals are placed in use or June 6, 2010 (whichever comes first).
Lotto to Go Terminals	Item "G" of Offered Options	500	\$61.23 per terminal per week commencing on June 6, 2010 for the term of the Agreement. If such units are delivered for installation prior to June 6, 2010, payment shall commence on the date of installation or June 6, 2010 (whichever comes first).
On-Line Subscription System	Section 3.4.12 and Item "J" of Lottery Invited Options	1	\$9,699.94 per week commencing on June 6, 2010 for the term of the Agreement.
Retailer Website	Section 3.4.14 and Item "L" of Lottery Invited Options	1	\$2,276.37 per week commencing on June 6, 2010 for the term of the Agreement.

The Combined Self Service Terminals and Lotto to Go Terminals shall be configured with the following two (2) options: ticket catchers and 24 inch starlights.

(g) Additional Offered Options. The Lottery expects to acquire the following additional options in connection with the RFP: (1) a Player Registration product and service; (2) a VIP player website; (3) Player's Club Service Plus Card; (4) an Interactive Website in anticipation of and subject to a permissibly legal and regulated market for U.S. internet lottery and gaming at a federal and state level (as determined and supported by a reasoned legal opinion acceptable to the Lottery and the Contractor); and (5) accommodations for assisting visually impaired retailers. The Lottery may acquire any other option provided for in the RFP and Proposal throughout the term of this Agreement.

1. Player Registration – Section 3.4.13 of the RFP and Invited Option “K” in the Pricing Proposal. Player registration will consist of a player database, such database to include: (a) a unique player identifier; (b) name, address and contact information; (c) player preferences; and (d) an interface for integration with player loyalty and relationship management applications. Further, a player card would be issued to provide such card holder benefits and incentives.
2. VIP Player Website – Section 3.4.15 of the RFP and Invited Option “M” in the Pricing Proposal. The VIP Player Website shall be hosted by a third party provider (such hosting fees to be paid for the Contractor). Such website provides: (a) real time email marketing communications; (b) promotions and loyalty programs, (c) integration with the player services database and (d) integrated reporting.
3. Player's Club Service Plus Card – Section 3.4.13 and Offered Option “M” in the Pricing Proposal. The "Player's Club Service Plus Card" provides lottery operators with the ability to use a debit card product as a substitute for legacy cash and check payments and disbursements. Distribution of the product will be handled primarily through lottery customer service centers and eventually by lottery retailers. The contemplated end product will provide cardholders a reloadable prepaid product with ATM and other retail functionality through network connectivity comparable to existing open-loop prepaid products on the market today, plus additional benefits for lottery players. The Contractor plans to incorporate this card into a membership and loyalty program as a "Player's Club Services Program", which will be designed to enhance the

functionality of playing lottery for the player and reduce the labor to the retailer and lottery. For example, the player will be able to associate their favorite numbers with the Player card. This will allow the wagers to be placed in the retail location quickly and easily by reading a barcode on the back of the card. Once signed up for the program, winnings will be automatically added to the account and an e-mail sent to players congratulating them on their win, eliminating the possibility of retailer error or misconduct. This automatic transfer of winnings to the player and benefits of earning rewards will increase sales and revenues for education.

4. New Media – Section 3.5.9 of the RFP and Offered Option “J” in the Pricing Proposal. The Interactive product and services will be fully managed and customized by the Contractor and its New Media Group (which includes Boss Media AB, Finsoft Limited, St. Minver Limited and Dynamite Idea Ltd) in relation to the Contractor’s full service lottery system. The Contractor’s main responsibility shall be in the overall solution, content creation and the overall operation of the Interactive product and the Lottery’s main responsibility shall be in marketing the offering to the potential player public. More specifically, the flexibility of the Contractor and its New Media Group’s interactive platform will enable the Lottery to pick and choose from the full range of gaming options, and combine them into the best combination for the Lottery’s market. The Lottery is not limited to the Contractor’s gaming platforms only, and the Contractor’s use of open standards means that additional game concepts developed by third parties could also be incorporated to add choice and innovation over time. The Contractor’s current interactive and new media game portfolio is as set forth on Schedule B.
5. Technology to Assist Visually Impaired Retailers. Section 3.2.4.5 and Item “G” of the Lottery Invited Options. Technology to assist visually impaired retailers may include terminals, peripherals, or integrated software designed to facilitate the use of the terminals by visually impaired retailers or their staff. The price quoted in the Proposal of \$130.83 weekly per unit is subject to change and will be negotiated based on final specifications and deployment plan.

The cost of each of these options set forth in paragraphs 1 through 5 above shall be based on a percentage of sales, an upfront fee, a monthly or other periodic fee or a combination of any such payment methods, as negotiated by the Lottery and the Contractor, and shall be subject to the prior approval of the Attorney General and the State Comptroller. In the event any of these options are terminated either prior to or

after June 6, 2010 for any reason, the Contractor shall be reimbursed for the cost of the work performed and services rendered in constructing and implementing these options.

(h) Additional Staffing. During the term of the Agreement, the Lottery may require specific staffing and related costs from the Contractor due to Lottery retailer network expansion, game additions, State budgetary changes or other influences in its effort to complete its mission in earning aid to education for the State of New York. If that situation presents itself the Lottery, in conjunction with the Contractor, will develop a statement of work and an associated level of remuneration mutually agreeable to the Lottery and the Contractor.

(i) Upgrades and Maintenance. Standard operating hours for the gaming sales and validation system shall be 23.5 hours a day. The Contractor may, at mutually agreed upon times, need to operate the gaming sales and validation system for a minimum of twenty (20) hours a day ("Minimum 20 Hour Day") in order to accommodate software upgrades and maintenance to hardware and software. The Contractor will provide at least 72 hours notice to the Lottery of any need for a scheduled upgrade and maintenance time period that would require operation of the gaming sales and validation system for a Minimum 20 Hour Day. Such upgrade and maintenance periods shall not occur more than four (4) times annually and are subject to the Lottery's approval. This advance notice and annual limit of occurrences shall not apply in the event of an emergency software change.

16. Statement of Work. The Parties shall complete a Statement of Work to identify any additional options, in the form of which is incorporated in this Agreement as Schedule C. Such Statement of Work (Schedule C) shall require the approval of the

Lottery, the Contractor, the Office of the Attorney General and Office of the State Comptroller prior to the commencement of any services. Subsequent requests by the Lottery for additional options or any amendment or modification of a Statement of Work shall follow this same process.

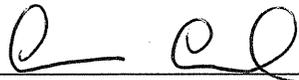
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

NYS Agency Contract No. C080005

In addition to the acceptance of this Agreement, my signature below certifies that copies of this signature page will be attached to all other exact copies of this contract.

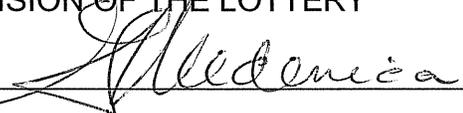
GTECH CORPORATION

By: 

Title: Senior Vice President,
GTECH Americas

Date: June 16, 2009

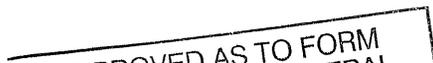
NEW YORK STATE
DIVISION OF THE LOTTERY

By: 

Title: DIRECTOR

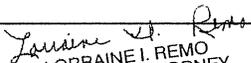
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ATTORNEY GENERAL

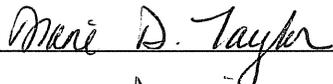
By: 

Title: APPROVED AS TO FORM
NYS ATTORNEY GENERAL

Date: JUN 22 2009


LORRAINE I. REMO
ASSOCIATE ATTORNEY

COMPTROLLER
Thomas P. DiNapoli

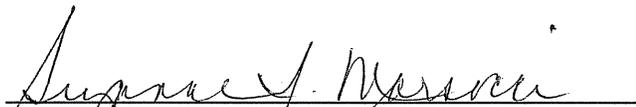
By: 

Title: Asst. Director

Date: 9-1-09

STATE OF RHODE ISLAND)
) ss.:
COUNTY OF PROVIDENCE)

On this 16th day of June, 2009, before me personally came Alan T. Eland, to me known, who being duly sworn, did depose and say that he ~~or she~~ resides in North Kingstown, Rhode Island (if the place of residence is in a city, include the house and street number), that he ~~or she~~ is the Senior Vice-President, GTECH Americas of GTECH Corporation, the corporation which executed this contract, and that he ~~or she~~ was authorized to execute this contract on behalf of said corporation.


Suzanne I. Marsocci
Notary Public
My commission expires June 19, 2013

Appendix A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the

Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within

five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard invoices submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard invoice, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development

Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid

situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

Schedule A

ID	Task Name	Duration	Start	Finish	Predecessor
1	Project Start Up, Award Announced - Per RFP	0 days	3/20/09	3/20/09	
2	Contract Finalized - Per RFP	0 days	3/27/09	3/27/09	
3	Contract Signing - Per RFP	0 days	6/10/09	6/10/09	
4	PDC Facilities	96 days	4/20/09	8/31/09	
5	BDC Facilities	96 days	4/20/09	8/31/09	
6	Instants Warehouses	140 days	4/20/09	10/30/09	
7	Infrastructure Ordering	15 days	5/11/09	5/29/09	
8	Emulation/Pilot Infrastructure Installations	15 days	6/15/09	7/3/09	7FS+10 days
9	Conversion Infrastructure Installations	15 days	11/2/09	11/20/09	7
10	NY Metro Cell Pilot	109 days	4/2/09	9/1/09	
11	Pilot SW Dev and QA	62 days	4/2/09	6/26/09	
12	Lottery CAT Entry and Acceptance Criteria	0 days	5/18/09	5/18/09	13SS-30 days
13	Pilot CAT	10 days	6/29/09	7/10/09	11
14	Lottery CAT Acceptance	0 days	7/10/09	7/10/09	13
15	Pilot Retailer Identifications	10 days	6/8/09	6/19/09	86SS+30 days
16	Pilot Live	37 days	7/13/09	9/1/09	13,15
17	Emulation Requirements	35 days	3/30/09	5/15/09	
18	Requirements Kickoff and Demo	15 days	3/30/09	4/17/09	
19	Altura Emulation SRS	19 days	4/21/09	5/15/09	
20	SRS V1.0 Reviews and Edits	12 days	4/21/09	5/6/09	
21	Deliver SRS V2.0	0 days	5/6/09	5/6/09	20
22	Final Review with Lottery, incorporate changes	5 days	5/11/09	5/15/09	21FS+2 days
23	Deliver Final for Signature	0 days	5/15/09	5/15/09	22
24	ESMM Emulation SRS	17 days	4/23/09	5/15/09	
25	SRS V1.0 Reviews	11 days	4/23/09	5/7/09	
26	Deliver SRS V2.0	0 days	5/7/09	5/7/09	25
27	Final Review with Lottery, incorporate changes	5 days	5/11/09	5/15/09	26FS+1 day
28	Deliver Final for Signature	0 days	5/15/09	5/15/09	27
29	Lottery Emulation SRS Acceptance	0 days	5/20/09	5/20/09	24FS+3 days,19FS+3 days
30	Emulation SW Development	40 days	4/20/09	6/12/09	17FS-23 days,29FS-23 days
31	Emulation SW QA	40 days	6/1/09	7/24/09	30FS-10 days
32	Lottery CAT Entry and Acceptance Criteria	0 days	6/15/09	6/15/09	33SS-30 days
33	Emulation CAT	20 days	7/27/09	8/21/09	31
34	Lottery CAT Acceptance	0 days	8/21/09	8/21/09	33
35	Emulation Live	0 days	9/1/09	9/1/09	16,34
36	Conversion Requirements	58 days	4/27/09	7/16/09	
37	Version 1.0 SRS Reviews and Edits	7 days	4/27/09	5/5/09	
38	Version 2.0 SRS Reviews and Edits	13 days	5/6/09	5/22/09	37
39	Version 3.0 SRS Reviews and Edits	24 days	5/25/09	6/25/09	38

40	Deliver Final SRS to Lottery	18 days	6/22/09	7/16/09	
41	Online Games (5)	0 days	6/22/09	6/22/09	
42	Data Conversion	0 days	6/22/09	6/22/09	
43	Online games (5)	0 days	6/23/09	6/23/09	
44	ESRS	0 days	6/23/09	6/23/09	
45	Lottery Inside	0 days	6/24/09	6/24/09	
46	ESTE -OLTP	0 days	6/25/09	6/25/09	
47	ESTE - Promotions	0 days	6/25/09	6/25/09	
48	ESTE - OLPM	0 days	7/6/09	7/6/09	
49	ESMM Show Content	0 days	7/6/09	7/6/09	
50	ESTE Accounting	0 days	7/7/09	7/7/09	
51	Interfaces	0 days	7/8/09	7/8/09	
52	ESPS	0 days	7/8/09	7/8/09	
53	IPS	0 days	7/9/09	7/9/09	
54	Altura (ES)	0 days	7/14/09	7/14/09	
55	Reporting Grid	0 days	7/15/09	7/15/09	
56	Lottery to Go	0 days	7/16/09	7/16/09	
57	Lotto to Go	0 days	7/16/09	7/16/09	
58	Lottery Conversion SRS Acceptances	18 days	6/24/09	7/17/09	
59	Lottery Acceptance Complete All Conversion SRS	0 days	7/17/09	7/17/09	58
60	Conversion SW Development	80 days	6/15/09	10/2/09	36FS-25 days,58FS-25 days
61	Conversion SW QA	85 days	10/5/09	1/28/10	60
62	Lottery CAT Entry and Acceptance Criteria	0 days	11/13/09	11/13/09	64SS-55 days
63	Lottery CAT Start - by Contract	0 days	2/8/10	2/8/10	92FS-86 days
64	Conversion CAT	61 days	1/29/10	4/23/10	61
65	Lottery CAT Completion - by Contract	0 days	5/7/10	5/7/10	92FS-22 days
66	Lottery Conversion CAT Acceptance	0 days	4/23/10	4/23/10	64
67	Data Conversion	10 days	4/26/10	5/7/10	64
68	Parallel Processing	21 days	5/10/10	6/6/10	67
69	Lottery Retailer HW Deployment Plan	0 days	7/17/09	7/17/09	
70	Altura Terminals and Peripherals	242 days	3/27/09	2/26/10	
71	Ordering	30 days	3/27/09	5/7/09	
72	Delivery	87 days	8/21/09	12/18/09	71SS+100 days
73	Start Terminal Conversion - By Contract	0 days	9/1/09	9/1/09	
74	Installations	130 days	9/1/09	2/26/10	
75	Lottery to Go Installations	131 days	12/7/09	6/6/10	
76	Lotto to Go Installations	131 days	12/7/09	6/6/10	
77	VSAT Comm	202 days	5/22/09	2/26/10	
78	Ordering & Delivery (Staggerd Shipments)	94 days	5/22/09	9/30/09	
79	Installations	166 days	7/13/09	2/26/10	78FS-58 days
80	Frame Relay Comm	206 days	5/18/09	2/26/10	
81	Identify Frame Retailers	206 days	5/18/09	2/26/10	86SS+15 days
82	Order Circuits	191 days	6/8/09	2/26/10	81SS+15 days
83	Deliver Circuits	131 days	8/31/09	2/26/10	82SS+60 days
84	Install Routers	126 days	9/7/09	2/26/10	83SS+5 days
85	Metro Comm	221 days	4/27/09	2/26/10	

86	Retailer Signal Analysis	80 days	4/27/09	8/14/09	
87	Retailer Comm Solution Report	0 days	5/26/09	5/26/09	
88	Ordering & Delivery	84 days	6/9/09	10/2/09	
89	Installations	130 days	9/1/09	2/26/10	35SS-1 day,88FS-40 days
90	Retailer Training	136 days	8/17/09	2/19/10	35SS-12 days
91	End User Training	31 days	4/26/10	6/6/10	92SF
92	Conversion Go-Live	0 days	6/6/10	6/6/10	68
93	Full Conversion Completed - By Contract	0 days	6/6/10	6/6/10	

Schedule B

Draw Based Games

In the case of existing products and draw games available in the full service lottery system and retail channel, the gaming logic is kept in the central system (host), and integrates with ES NewMedia. For example, pari-mutuel based games need centralized knowledge of total sales in order to calculate prize payouts, and fixed odds games usually need centralized risk management in order to manage odds and risk in real time.

For game types which are going to be available in the interactive channel only, the game logic can reside on the interactive platform requiring no integration from the current central systems.

Instant Games Room

Instant games are delivered by ES NewMedia GamesRoom, which supports both depleting pools and non-depleting pools games engines. Depleting pools, are favored where risk is to be avoided or where regulation requires game options to be similar to physical instant tickets. Non-depleting pools games give far more options in terms of game play but are based on statistical probability.

Sports Betting

ES NewMedia Sports Betting has been developed by Finsoft, GTECH's specialist in the field, and is the result of years of experience serving the requirements of the highly demanding commercial sector.

ES NewMedia Sports Betting is a complete, real time, centrally managed, betting solution across both pools and fixed odds products - including, but not restricted to, both Toto (pool) and Oddset (fixed) styles of sports betting which are the traditional ways of displaying sports content as well as the actual type of product.

Bingo

As with Sports Betting, ES NewMedia Bingo has been developed by an internal specialist organization, Boss Media. Boss Media has over 10 years experience working with the commercial casino and bingo sector, which GTECH can now bring to the lottery world.

The game of bingo is characterized by social interaction as much as simplicity and fast rewards. With advanced chat and community-building features, ES New Media Bingo facilitates the development of the interpersonal relationships that are the foundation for a thriving online gaming operation. Bingo can provide added entertainment to your

existing customers and can attract new visitors – promoting the development of a thriving social community that increases player retention (known as “stickiness”) to any lottery website.

Casino

ES NewMedia also offers a full suite of entertaining casino games – both innovative games designed to appeal to particular customer segments as well as traditional favorites that include:

- Slot machines based on colorful themes, with up to 25 paylines, progressive jackpots and thrilling bonus rounds.
- Table games such as blackjack, craps, roulette, baccarat and other card games in various styles.
- Video poker in different varieties, offering players a unique opportunity to double their winnings in a final “double or nothing” round.

The ES NewMedia Casino application has a user-friendly interface, making it simple for players to find a game and start to play. They can easily choose from a wide selection of games thanks to a useful preview frame that displays screenshots from each game. For added convenience, players have access to the cashier, help desk, menus and other options from a navigation panel within each game. Players can even view an up-to-date list of progressive jackpot amounts.

Poker

Online poker is much more than an exciting game about money. The game has a vital social dimension. It is a community-driven activity and social game. As in any social game, the sense of belonging and the game experience are two equally important factors that, besides the joy of winning, determine if a player develops the desire to return to the card table another day.

Again, developed by our internal experts, Boss Media, the ES NewMedia Poker application was designed with the needs of both amateur players and professionals in mind. The games are easy to learn and navigation is intuitive. The poker room can be tailored to the local market, with game tables in multiple languages and currencies.

Skill Games

GTECH’s New Media Group is continuously revising and innovating its product range, and has recently launched a skill game based network named “Skill Juice”.

The key benefits of skills gaming are as follows

- Mass market games - easy to learn and play suiting a wide demographic
- Match-play challenges 24/7 and scheduled event headline tournaments

- Unique poker-style structures brought to a new market- with extensive use of our tried and tested formats. Buy-ins, re-buys, minimum guarantee & satellite tournaments creating huge jackpots to increase player liquidity and spend
- Cross sales - easy to adopt products, with the potential for conversion to high margin products (Poker, Bingo, Casino) or to build a database for increasing player retention and merchandise sales.

Schedule C

Statement of Work

This Statement of Work includes requested additional options in accordance with the Full Service Lottery System Agreement (Contract #C080005) entered into by and between the New York State Division of the Lottery and GTECH CORPORATION.

Commencement Date	
Estimated Completion Date	
Cost	

Detailed description of option, enhanced services, system upgrades, required support or maintenance:

Request Made By
New York State Division of the Lottery

Request Accepted By
GTECH CORPORATION

By: _____

By: _____

Title: _____

Title: _____