Amendment No.2
to
Contract Dated August 15, 2009
Between the Arkansas Lottery Commission and
Intralot, Inc.

This Amendment No. 2 (this "Amendment") is made and entered into this 8 day of January, 2015, by and between the Arkansas Lottery Commission (the "ALC") 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, pursuant to the agreement entered into between the Parties (the "Contract") dated August 15, 2009; including but not limited to Section 1.6 of the Online Lottery Game Services And Lottery Gaming System And Services RFP, dated June 19, 2009, as incorporated by the Contract therein.

UNDERSTANDINGS

1. INTRALOT is granted by the Arkansas Lottery Commission, and accepts, for the consideration set forth below, all three (3) available 1 year extensions to the Contract, commencing August 15, 2016 (the "Extension Effective Date") through August 14, 2019.

2. In consideration for the granting and acceptance of the Extension, INTRALOT and the ALC agree as follows:

   a. Intralot will continue to be compensated at the rate of 2.45% of instant and on-line sales until July 1, 2015; and
   b. Thereafter until the extension years expire on August 14, 2019, Intralot shall be compensated at the rate of 2.165% of instant and on-line sales; and
   c. Intralot will provide a one-time marketing allowance of $100,000.00 to be used by the ALC during the term of the agreement and its 3 year extension. Any funds not used at the expiration of the extension shall be forfeited; and
   d. Intralot will continue to provide annually, through the extension years, a $25,000 commitment for System audit fees and a $25,000.00 commitment for charitable contributions supported by the ALC.

3. This Amendment No. 2 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. Unless otherwise modified herein the Contract shall remain in full force and effect according to its terms.

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).

The Arkansas Lottery Commission

By: _____

Bishop Woosley
Executive Director

INTRALOT, Inc.

By: _____

Thomas F. Little
President & CEO