



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 12-08-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0705 0705 LOT2300000001 1	Procurement Folder:	1122613
Document Name:	FINANCIAL REVIEW ANALYSIS SERVICES	Reason for Modification:	
Document Description:	FINANCIAL REVIEW ANALYSIS SERVICES		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2023-02-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-01-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000202390 SUTTLE & STALNAKER PLLC THE VIRGINIA CTR STE 100 CHARLESTON WV 25301 US Vendor Contact Phone: 304-343-4126 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Jodi R Hash Requestor Phone: (304) 558-0500 Requestor Email: jhash@wvlottery.com 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE LOTTERY PO BOX 2067 CHARLESTON WV 25327-2067 US	PURCHASING LOTTERY 900 PENNSYLVANIA AVE CHARLESTON WV 25302 US

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

DATE: 12/8/22
PURCHASING DIVISION AUTHORIZATION
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 12/16/2022
ELECTRONIC SIGNATURE

ENCUMBRANCE CERTIFICATION
DATE: 12/16/2022
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor: Suttle & Stalnaker PLLC located at 1411 Virginia Street E Charleston WV, agrees to enter with the agency; the West Virginia Lottery, into an "Open-End" Contract for Financial Review Analysis per the bid requirements, terms & conditions, and the vendors submitted and accepted bid on: 11/23/2022; incorporated herein by reference and made a part hereof.

Effective Dates: 02/01/2023 - 01/31/2024

3 Renewals Remaining.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84111500			HOUR	275.000000
	Service From	Service To			

Commodity Line Description: Accounting services

Extended Description:

Financial Review Analysis:
\$275.00 per hour

	Document Phase	Document Description	Page 3
LOT2300000001	Draft	FINANCIAL REVIEW ANALYSIS SERVICES	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year (Effective date starting 2/1/2023). The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ **VALID WV CPA LICENSE**

☐

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☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 500,000 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the

Contract. [] **Pollution Insurance** in an amount of: _____ per

☐ occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

Revised 09/12/2022

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Chris S. Lambert, CPA, CGMA, CCIFP, Member

(Address) 1411 Virginia Street East, Suite 100, Charleston, WV 25301

(Phone Number) / (Fax Number) 304-343-4126 / 304-343-8008

(email address) CSLambert@suttlecpas.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Suttle & Stalnaker, PLLC

(Company)

Chris Lambert

(Signature of Authorized Representative)

Chris S. Lambert, CPA, CGMA, CCIFP, Member 11/18/2022

(Printed Name and Title of Authorized Representative) (Date)

304-343-4126 / 304-343-8008

(Phone Number) (Fax Number)

CSLambert@suttlecpas.com

(Email Address)

REQUEST FOR QUOTATION

FINANCIAL REVIEW ANALYSIS RE: RACETRACK AND LIMITED GAMING FACILITY, LIMITED VIDEO LOTTERY AND RACETRACK MANUFACTURERES, LIMITED VIDEO LOTTERY OPERATORS, TABLE GAMES AND LIMITED GAMING FACILITY SUPPLIERS, SPORTS WAGERING AND I-GAMING MANAGEMENT SERVICE PROVIDERS AND SPORTS WAGERING AND I-GAMING SUPPLIERS

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish a contract for financial review analysis and advice concerning video lottery terminals manufacturers, licensed racetracks and licensed operators, table games supplier manufacturers or persons applying for these licenses or permits under the Racetrack Video Lottery Act [W.VA. CODE §29-22A-1 ET SEQ.], The Limited Video Lottery Act [W.VA. CODE §29-22B-1 ET SEQ.], The Racetrack Table Games Act [W.VA. CODE §29-22C-1 ET SEQ.], The Limited Gaming Facility Act [W.VA. CODE §29-25-1], The WV Sports Wagering Act [§29-22D-1], the WV Lottery Interactive Wagering Act [§29-22E-1] and/or other acts that may be enacted prior to or during the term of the contract issued pursuant to this solicitation. The State Lottery Commission requires a consultant accounting vendor that is able to provide calculations and analysis, and to give the commission candid and unbiased advice concerning the initial licensing and continuing re-licensing of governed entities, as well as, specialized ad hoc intermediate and advanced financial work requiring the prior approval and direction of the commission. The accounting vendor will provide management consulting services and will perform special reviews and/or work involving the administration of the Lottery's responsibilities under WV Code §29-22-29.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Services"** means REVIEW AND ANALYSIS AS OUTLINED HEREIN.
 - 2.2 "Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 "Solicitation"** means the official notice of an opportunity to supply the Sate with goods or services that is published by the Purchasing Division.

REQUEST FOR QUOTATION

FINANCIAL REVIEW ANALYSIS RE: RACETRACK AND LIMITED GAMING FACILITY, LIMITED VIDEO LOTTERY AND RACETRACK MANUFACTURERS, LIMITED VIDEO LOTTERY OPERATORS, TABLE GAMES AND LIMITED GAMING FACILITY SUPPLIERS, SPORTS WAGERING AND I-GAMING MANAGEMENT SERVICE PROVIDERS AND SPORTS WAGERING AND I-GAMING SUPPLIERS

- 3. QUALIFICATIONS:** Vendor, or Vendor's Staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications.
- 3.1** The Vendor has no conflict of interest with regard to any other work performed by the Vendor for the State of West Virginia.
 - 3.2** The Vendor has no accountant-client relationship with any of the four pari-mutuel racetracks that are located in West Virginia and regulated by the State Lottery Commission. See Exhibit B for listing of the four licensed racetracks.
 - 3.3** The Vendor has no accountant-client relationship with any limited gaming facility that is now licensed by the West Virginia Lottery and that may hereafter become licensed. See Exhibit C for listing of limited gaming facilities.
 - 3.4** The Vendor has no accountant-client relationship with any of the manufacturers of the video lottery machines that are now licensed by the West Virginia Lottery and that may hereafter become licensed or permitted. See Exhibit D for listing of the licensed/permitted manufacturers.
 - 3.5** The Vendor has no accountant-client relationship with any of the limited video lottery operators or retailers that now hold West Virginia Lottery limited video lottery licenses or that may hereafter become licensed. See Exhibit E for listing of limited video lottery licensees.
 - 3.6** The Vendor has no accountant-client relationship with any table games or limited gaming facility suppliers that are now licensed by the West Virginia Lottery and that may hereafter become licensed. See Exhibit F for listing of limited gaming facilities.
 - 3.7** The Vendor has no accountant-client relationship with any sports wagering management services provider/supplier that is now licensed by the WV Lottery and they may hereafter become licensed. See Exhibit G for listing of suppliers.
 - 3.8** The Vendor has no accountant-client relationship with any i-gaming management services provider or supplier that is now licensed by the WV Lottery and that may hereafter become licensed. See Exhibit H for listing of suppliers.
 - 3.9** The one or more partners or members to be assigned to this contract are properly licensed to practice accountancy in the State of West Virginia and is (are) a certified public accountant who has (have) met all continuing professional education requirements within the preceding two years.

REQUEST FOR QUOTATION

FINANCIAL REVIEW ANALYSIS RE: RACETRACK AND LIMITED GAMING FACILITY, LIMITED VIDEO LOTTERY AND RACETRACK MANUFACTURERS, LIMITED VIDEO LOTTERY OPERATORS, TABLE GAMES AND LIMITED GAMING FACILITY SUPPLIERS, SPORTS WAGERING AND I-GAMING MANAGEMENT SERVICE PROVIDERS AND SPORTS WAGERING AND I-GAMING SUPPLIERS

- 3.10 The one or more partners or members to be assigned to this contract are experienced in the preparation and analysis of a variety of regulatory financial forms required by the United States Securities and Exchange Commission ("SEC").
- 3.11 None of the partners or members of the Vendor shall have been convicted of any violation of security laws or of gambling laws.
- 3.12 The vendor must be able to respond to or meet with the Lottery and Lottery Headquarters within one hour.
- 3.13 Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State deems to be acceptable. Vendor should provide a current resume which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirements are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

- 4.1.1 The Vendor awarded the contract as a result of this RFQ will assist the Director of the West Virginia Lottery and the Commission to review the financial condition of businesses licensed, permitted, or applying for licenses or permits as video lottery terminal manufacturers, licensed racetracks, limited video lottery licensed operators and table games supply manufacturers under the Racetrack Video Lottery Act [W.Va. Code §29-22A-1 et seq.], the Limited Video Lottery Act [W.Va. Code §29-22B-1 et seq.], the Racetrack Table Games Act [W.Va. Code §29-22C-1 et seq.], the Limited Gaming Facility [Casino] Act [W.Va. Code §29-25-1], The WV Sports Wagering Act [§29-22D-1], the WV Lottery Interactive Wagering

REQUEST FOR QUOTATION

FINANCIAL REVIEW ANALYSIS RE: RACETRACK AND LIMITED GAMING FACILITY, LIMITED VIDEO LOTTERY AND RACETRACK MANUFACTURERES, LIMITED VIDEO LOTTERY OPERATORS, TABLE GAMES AND LIMITED GAMING FACILITY SUPPLIERS, SPORTS WAGERING AND I-GAMING MANAGEMENT SERVICE PROVIDERS AND SPORTS WAGERING AND I-GAMING SUPPLIERS

Act [§29-22E-1] and/or by other Acts that may be enacted prior to or during the term of the contract issued pursuant to this RFQ. The accounting Vendor will provide management consulting services and will perform special reviews and/or work of the administration of the Lottery's responsibilities under WV Code §29-22-29 as directed by the Commission.

4.1.2 Services will include, but are not limited to, the review of year-end financial statements, (both audited and unaudited) of applicants. The review of applicants interim financial statements, business plan, financial projections, Federal and State tax returns as well as, when applicable, their filings with the SEC. Such services will also include the review of proposed and final loan documents. In addition, a review may be required of the personal financial statements of certain shareholders, officers and members of their board of directors, (or other group depending upon the business structure of the applicant) as well as a review of personal federal and state income tax returns. These reviews will be conducted by the Vendor maintaining strict confidentiality to the applicants.

4.1.3 From time to time, the Commission will meet in other parts of West Virginia, usually at a racetrack location, and the Vendor will be expected to attend most of these meetings to present analysis at public meetings. Travel and lodging expense outside of the headquarters area of the Lottery to attend these meetings are not considered commuting expense and shall not be reimbursed. The Vendor may be assigned special review or administrative work needed to advise the Commission or accomplish administrative duties of the Lottery.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

REQUEST FOR QUOTATION

FINANCIAL REVIEW ANALYSIS RE: RACETRACK AND LIMITED GAMING FACILITY, LIMITED VIDEO LOTTERY AND RACETRACK MANUFACTURERES, LIMITED VIDEO LOTTERY OPERATORS, TABLE GAMES AND LIMITED GAMING FACILITY SUPPLIERS, SPORTS WAGERING AND I-GAMING MANAGEMENT SERVICE PROVIDERS AND SPORTS WAGERING AND I-GAMING SUPPLIERS

5.2 Pricing Page: Vendor should complete the Pricing Page by listing the hourly rate. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay hourly rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

REQUEST FOR QUOTATION

FINANCIAL REVIEW ANALYSIS RE: RACETRACK AND LIMITED GAMING FACILITY, LIMITED VIDEO LOTTERY AND RACETRACK MANUFACTURERES, LIMITED VIDEO LOTTERY OPERATORS, TABLE GAMES AND LIMITED GAMING FACILITY SUPPLIERS, SPORTS WAGERING AND I-GAMING MANAGEMENT SERVICE PROVIDERS AND SPORTS WAGERING AND I-GAMING SUPPLIERS

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

REQUEST FOR QUOTATION

**FINANCIAL REVIEW ANALYSIS RE: RACETRACK AND LIMITED GAMING FACILITY,
LIMITED VIDEO LOTTERY AND RACETRACK MANUFACTURERES, LIMITED VIDEO
LOTTERY OPERATORS, TABLE GAMES AND LIMITED GAMING FACILITY SUPPLIERS,
SPORTS WAGERING AND I-GAMING MANAGEMENT SERVICE PROVIDERS AND
SPORTS WAGERING AND I-GAMING SUPPLIERS**

Contract Manager: Chris S. Lambert, CPA, CGMA, CCIFP, Member

Telephone Number: 304-343-4126

Fax Number: 304-343-8008

Email Address: CSLambert@suttlecpas.com

REQUEST FOR QUOTATION

**FINANCIAL REVIEW ANALYSIS RE: RACETRACK AND LIMITED GAMING FACILITY,
LIMITED VIDEO LOTTERY AND RACETRACK MANUFACTURERES, LIMITED VIDEO
LOTTERY OPERATORS, TABLE GAMES AND LIMITED GAMING FACILITY SUPPLIERS,
SPORTS WAGERING AND I-GAMING MANAGEMENT SERVICE PROVIDERS AND
SPORTS WAGERING AND I-GAMING SUPPLIERS**

EXHIBIT A- Pricing Page

PRINT NAME	Chris S. Lambert, CPA, CGMA, CCIFP, Member
SIGNATURE	<i>Chris Lambert</i>
COMPANY NAME	Suttle & Stalnaker, PLLC
COMPANY ADDRESS	1411 Virginia Street East, Suite 100
	Charleston, WV 25301
FEDERAL ID NUMBER	55-0538163
PHONE	304-343-4126
FAX	304-343-8008
EMAIL ADDRESS	CSLambert@suttlecpas.com

Financial Review Analysis Services	HOURLY RATE
	\$ 275.00



EXHIBIT B

Casinos/Tracks

Mountaineer Casino Racetrack & Resort
Hollywood Casino at Charles Town Races
Wheeling Island Hotel, Casino & Racetrack
Mardi Gras Casino & Resort

License Types:

TGC, SWC, IGC
TGC, SWC, IGC
TGC, SWC, IGC
TGC, SWC, IGC



EXHIBIT C

LIMITED GAMING FACILITY

The Greenbrier

License Types:
LGF, SWC, IGC



EXHIBIT D

Racetrack Video Lottery Manufacturer's License

COMPANIES HOLDING A MANUFACTURER'S LICENSE UNDER THE RACETRACK VIDEO LOTTERY ACT

Updated: May 1, 2022

Name	LVL Number	Mailing Street	City/State/Zip	Main Telephone
Acres Manufacturing Company	[VLM-037]	6415 S. Tenaya Way, Suite 11	Las Vegas, NV 89113	(702) 373-1518
AGS LLC	[VLM-027]	6775 S. Edmond Street, Ste 300	Las Vegas, NV 89118	(702) 722-6700
Ainsworth Game Technology, Inc.	[VLM-022]	5800 Rafael Rivera Way	Las Vegas, NV 89118	(702) 954-3000
Ainsworth Game Technology, Ltd.	[VLM-023]	5800 Rafael Rivera Way	Las Vegas, NV 89118	(702) 778-9006
Aristocrat Technologies, Inc.	[VLM-013]	10220 Aristocrat Way	Las Vegas, NV 89135	(702) 270-1000
Aruze Gaming America, Inc.	[VLM-029]	955 Grier Drive, Suite A	Las Vegas, NV 89119	(702) 361-3166
Everi Games, Inc.	[VLM-028]	7250 S. Tenaya Way, Suite 100	Las Vegas, NV 89113	(702) 855-3000
IGT	[VLM-001]	10 Memorial Boulevard	Providence, RI 02903	(401) 392-7159
Incredible Technologies, Inc.	[VLM-030]	200 Corporate Woods Parkway	Vernon Hills, IL 60061	(847) 870-7027
International Game Technology PLC	[VLM-024]	10 Memorial Boulevard	Providence, RI 02903	(401) 392-1000
Konami Gaming, Inc.	[VLM-017]	585 Konami Circle	Las Vegas, NV 89119	(702) 616-1400
Novomatic AG	[VLM-032]	Wiener Strasse 158	2352 Gumpoldskirchen, AUT, 2352	
Novomatic Americas Sales, LLC	[VLM-033]	1050 E. Business Center Drive	Mount Prospect, IL 60056	(224) 802-2974
SG Gaming, Inc. dba: Scientific Games	[VLM-005]	6601 Bermuda Road	Las Vegas, NV 89119	(702) 532-7323



Limited Video Lottery Manufacturer's License

COMPANIES HOLDING A MANUFACTURER'S LICENSE UNDER THE LIMITED VIDEO LOTTERY ACT

Updated: 9/29/2022

Name	LVL Number	Mailing Street	City State Zip	Main Telephone
Grand Vision Gaming, LLC	[LVLM-031]	P.O. Box 20956	Billings, MT 59104	(406) 281-7600
IGT	[LVLM-001]	10 Memorial Boulevard	Providence, RI 02903	(401) 392-7159
Inspired Gaming (USA) Inc.	[LVLM-034]	250 W. 57th Street, Suite 415	New York, NY 10107	(646) 565-6941
International Game Technology PLC	[LVLM-024]	10 Memorial Boulevard	Providence, RI 02903	(401) 392-1000
Novomatic AG	[LVLM-032]	Wiener Strasse 158	2352 Gumpoldskirchen, AUT, 2352	
Novomatic Americas Sales, LLC	[LVLM-033]	1050 E. Business Center Drive	Mount Prospect, IL 60056	(224) 802-2974
SG Gaming, Inc. dba: Scientific Games	[LVLM-005]	6601 Bermuda Road	Las Vegas, NV 89119	(702) 532-7323
Grover Gaming, Inc.	[LVLM-036]	3506 Greenville Blvd. NE	Greenville, NC 27834	(252) 329-7900



Exhibit E

Limited Video Lottery Operator's Licensed COMPANIES THAT CURRENTLY HOLD AN OPERATOR'S LICENSE UNDER THE LIMITED VIDEO LOTTERY ACT Updated 9/28/2022				
Companies	Mailing Address	Contact	Phone Number	License Number
A-I Amusement, Inc.	3405 Murdoch Ave., Parkersburg, WV 26101-1023	Kimberly Ullman Barbara Ullman	304-422-0026 Fax: 304-422-4480	LO 000414
Action Gaming, Inc.	48 -18th St., Wheeling, WV 26003-3702	Dave Shriver Wes Shriver	304-232-5100 Fax: 304-232-5162	LO 000405
Advanced Lottery Technologies, LLC	90 Mozelle St., Keyser, WV 26726-3332	Terri Dove Amanda Miller, Secretary	304-788-2703 Fax: 304-788-1340	LO 000401
Ajax Amusement Machines, Inc.	26 Veronica Dr., Martinsburg, WV 25404-3706	Diana Harbaugh George K. Fields	304-262-0087 Fax: 304-262-0098	LO 000402
BAT's, Inc.	PO Box 7786, Huntington, WV 25778-7786	Cindy Null	304-523-3458	LO 000435
Blue Diamond LLC	1774 Winchester Ave., Ste. 1, Martinsburg, WV 25405	James K. Hutzler, Jr. Jennifer Hutzler	304-267-6951 Fax: 304-263-1569	LO 000424
Buck's Inc.	PO Box 2386, Clarksburg, WV 26302-2386	Mark Wilt	304-623-4244 Fax: 304-623-4253	LO 000437
Bunker Hill Lounge LLC	10 S. Pershing Dr., Arlington, VA 22204-1356	Kaveh Sadeghzadeh	571-400-9780	LO 000443

Companies	Mailing Address	Contact	Phone Number	License Number
Clay Music Company	PO Box 396, Belle, WV 25015-0396	Tommy Clay	304-926-6411 Fax: 304-926-6413	LO 000403
Coin Op Vending Corp.	98 East Cove Ave., Wheeling, WV 26003-5080	Beth Prather Brent Nelson, Controller	304-242-0002 Fax: 304-242-0132	LO 000428
Derrick Video, LLC	1330 - 6th St., Charleston, WV 25302-1235	Joshua Collins Jheri Derrick-Collins	304-346-2617 Fax: 304-344-2626	LO 000408
Dice, LLC	1927 Rock Cliff Drive, Martinsburg, WV 25401-2883	Ali Hadavand	304-279-4747	LO 000440
Dustyn Enterprises, Inc.	PO Box 861, Barboursville, WV 25504-0861	Sharon Booten William Booten, Director of Operations	304-733-3911 Fax: 304-733-3825	LO 000410
Ellifritz Amusement Co., LLC	1593 Tyrone Rd., Morgantown, WV 26508-2995	Crystal Ellifritz	304-292-3220 Fax: 304-292-3280	LO 000431
Grand Slam Gaming And Entertainment, Inc.	1404 Buckhannon Pike, Nutter Fort, WV 26301-4408	John Romano	304-476-1872 Fax: 304-622-3800	LO 000439
J & J Amusement, LLC	1009 West Virginia Ave., Martinsburg, WV 25401-1746	James Van Metre Joseph Hemler	304-283-0456 Fax: 681-260-6199	LO 000441
Jack's Enterprises, Inc.	PO Box 9029, Fairmont, WV 26555-9029	John Casalino	304-534-5000 Fax: 304-534-5077	LO 000406
K&K Music Co.	209 Ragland Rd., Beckley, WV 25801-9762	James "Randy" Kiser J.H. Kiser	304-253-5634 Fax: 304-253-6639	LO 000426
LeeJay, Inc.	204 Highland Ave., Unit 4 Williamstown, WV 26187-1256	Richard "Jay" Smith	304-375-9165 Fax: 304-375-9164	LO 000412

Companies	Mailing Address	Contact	Phone Number	License Number
LFS Enterprises, Inc., d/b/a: Amy's	204 Davis Rd., Pelzer, SC 29669	Jeffrey Tuck Christopher Adams Matthew Geden	864-444-1624 (or) 864-205-9095	LO 000444
Poke, Inc.	427 Spaulding Farm Rd., Greenville, SC 29615-6026	Charles "Greg" Thomas	304-375-9165 864-420-7445	LO 000436
Progressive Video Lottery, Ltd.	PO Box 1588, Morgantown, WV 26507-1588	John Wassick Margaret Hazucha	304-292-3791 Fax: 304-292-0344	LO 000416
Random World, Ltd.	PO Box 1561, Bluefield, WV 24701-1561	Matthew Knowles James Knowles Linda Knowles	304-327-9309 Fax: 304-324-2397	LO 000411
S & B Gaming LLC	PO Box 130, Enterprise, WV 26568-0130	James L. Scudere James E. Scudere Sara Scudere	304-694-0147 Fax: 304-592-9570	LO 000432
Shaffer Amusement Co. LLC	140 East Pike St., Clarksburg, WV 26301-2163	James McDonald III	304-622-8020 Fax: 304-622-8074	LO 000430
Stewart Enterprises, Inc.	1 Mohawk Trl., Huntington, WV 25705-4111	Ashley Stewart Lauren Stewart	304-638-0109	LO 000442
Trans Allegheny Enterprises, LLC	PO Box 3310, Parkersburg, WV 26103-3310	Thomas H. Fittro James Fittro Michael Haid	304-422-6170 Fax: 304-485-1412	LO 000417
Valley Coin Mach. Co., LLC	PO Box 640, Short Creek, WV 26058-0640	Patrick Webb Cynthia Maynard Daniel Shorts	304-547-0054 Fax: 304-547-0024	LO 000427
Vast Vending, Inc.	PO Box 1238, Crab Orchard, WV 25827-1238	Jason Steele	304-255-7734 Fax: 304-255-6414	LO 000413
Viking Vending Services LLC	PO Box 403, Arthurdale, WV 26520-0403	Linda Dupont	304-282-3900 Fax: 304-864-1000	LO 000425

Companies	Mailing Address	Contact	Phone Number	License Number
Viking Video & Music, Inc	423 16th St., Dunbar, WV 25064-2505	Dennis "Champ" Kerns Brandon "Todd" Kerns	304-768-1685 Fax: 304-768-1649	LO 000407
Warden Amusement Inc.	PO Box 117, Mac Arthur, WV 25873-0117	Gary E. Warden Vicki Douglas, Secretary	304-683-4086 Fax: 304-683-4005	LO 000433
Wheeling Coin, LLC	2084 National Road, Wheeling, WV 26003-4019	Melissa Glessner Michelle Ilovar	304-233-3599 Fax: 304-233-9341 304-243-9073	LO 000422
Woodward Video LLC	PO Box 520, Bridgeport, WV 26330-0520	Bryan Woodward Woody Woodward	304-677-7007 Fax: 304-969-9311	LO 000409
WorldWide Gaming LLC	530 Fairmont Ave., Fairmont, WV 26554-5102	Steve Holbert	304-366-5150 Fax: 304-366-5177	LO 000429



EXHIBIT F

TGS & LGFS Suppliers

	<u>License Types:</u>
IGT	TGS, LGFS, (also SWS, & IGS)
Konami Gaming, Inc.	LGFS
SG Gaming, Inc.	TGS & LGFS
Aristocrat Technologies, Inc.	LGFS
Everi Payments Inc.	TGS
Gaming Partners International USA, Inc.	TGS & LGFS
The United States Playing Card Company	TGS
Masque Publishing Inc.	TGS
TCS John Huxley America, Inc.	TGS & LGFS
Genesis Gaming Solutions, Inc.	TGS
Galaxy Gaming, Inc.	TGS & LGFS
Aruze Gaming America, Inc.	TGS
Everi Games Inc.	LGFS
AGS LLC	TGS & LGFS
Incredible Technologies, Inc.	LGFS
Interblock USA L.C.	TGS
GRIPS USA, Inc.	TGS
Novomatic AG	TGS & LGFS
Novomatic Americas Sales LLC	TGS & LGFS
Acres Manufacturing	TGS
Table Trac, Inc.	LGFS

EXHIBIT G

West Virginia Lottery - Sports Wagering MSP and Supplier License Dates

Applicant	DBA Name	License No	Interim License	Interim License Expiration	Commission Approval Annual License	Annual License *	Annual License Expiration
MSP							
American Wagering Inc.	William Hill Sports Book	SWP 001	8/20/2018	5/17/2019	4/24/2019	8/20/2022	8/20/2023
Betfair Interactive US, LLC	FanDuel Sportsbook	SWP 002	8/10/2018	5/7/2019	4/24/2019	8/10/2022	8/10/2023
Crown WV Gaming, Inc.	Crown Gaming/Draft Kings	SWP 003	8/22/2018	5/12/2019	4/24/2019	8/22/2022	8/22/2023
Sports Information Services Limited	Kambi	SWP 005	9/11/2018	6/8/2019	5/22/2019	9/11/2022	9/11/2023
BetMGM, LLC	Roar Digital, LLC	SWP 008	9/3/2019	5/30/2020	5/26/2020	9/3/2022	9/2/2023
Penn Sports Interactive, LLC	Penn Sports Interactive	SWP 009	11/4/2019	7/31/2020	6/24/2020	11/4/2021	11/3/2022
Golden Nugget Online Gaming, LLC	Golden Nugget Sports	SWP 011	3/2/2021	11/27/2021	10/27/2021	3/2/2022	3/2/2023
PointsBet West Virginia, LLC	PointsBet	SWP 013	5/6/2021	1/31/2022	1/19/2022	5/6/2022	5/6/2023
WSI US, LLC	WynnBET	SWP 014	4/4/2022	12/30/2022			
RSI WV, LLC		SWP 015	5/13/2022	2/7/2023			
Supplier							
GeoComply Solutions, Inc.	GeoComply Solutions	SWS 001	8/6/2018	5/3/2019	4/24/2019	8/6/2022	8/6/2023
IGT Inc.	IGT	SWS 002	8/13/2018	5/10/2019	4/24/2019	8/13/2022	8/13/2023
PayNearMe MT, Inc.	PayNearMe	SWS 004	9/19/2018	6/18/2019	5/22/2019	9/19/2022	9/19/2023
Aristotle International, Inc.	Aristotle Integrity	SWS 005	10/3/2018	6/30/2019	5/22/2019	10/3/2022	10/3/2023
White Hat Gaming Limited	White Hat Gaming	SWS 006	10/9/2018	6/30/2019	6/26/2019	10/9/2022	10/9/2023
Sightline Payments, LLC		SWS 007	8/22/2019	5/18/2020	4/29/2020	8/22/2022	8/21/2023
Nuvei US, LLC		SWS 008	11/7/2018	8/2/2019	6/26/2019	11/7/2021	11/7/2022

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Applicant	DBA Name	License No	Interim License	Interim License Expiration	Commission Approval Annual License	Annual License *	Annual License Expiration
Worldpay Gaming Solutions, LLC	WorldPay Gaming Solutions	SWS 010	8/26/2019	11/26/2019	11/20/2019	8/26/2022	8/25/2023
PayPal, Inc.	PayPal	SWS 011	1/2/2019	9/29/2019	9/25/2019	1/2/2022	1/2/2023
CAMS, LLC	CentralAMS, LLC	SWS 012	11/4/2019	7/31/2020	6/24/2020	11/4/2021	11/3/2022
Global Payments Gaming Services, Inc.	Global Payments Gaming Services	SWS 013	2/5/2019	11/2/2019	8/21/2019	2/5/2022	2/5/2023
Paysafe Merchant Services Corporation	Paysafe Merchant Services	SWS 015	2/11/2019	11/8/2019	9/25/2019	2/11/2022	2/11/2023
Skrill USA, Inc.	Skrill	SWS 016	11/22/2019	3/21/2020	2/26/2020	11/22/2021	11/21/2022
IMG Arena US, LLC	IMG Arena US, LLC	SWS 017	3/12/2019	12/1/2019	12/23/2019	3/12/2022	3/12/2023
Genius Tech International PTY Ltd.	GTG Network/iSport Genius	SWS 018	10/27/2020	12/31/2020	2/24/2021	10/27/2021	10/27/2022
Sportradar Solutions LLC	Sportradar	SWS 019	9/27/2018	6/25/2019	5/22/2019	10/4/2022	9/27/2023
LexisNexis Risk Solutions FL, Inc.	LexisNexis Risk Solutions FL, Inc.	SWS 020	5/17/2019	2/10/2020	1/22/2020	5/17/2022	5/16/2023
IDology, Inc	IDology, Inc.	SWS 021	5/17/2019	2/11/2020	1/22/2020	5/17/2022	5/16/2023
OBep Payments, LLC	Trustly	SWS 022	5/31/2019	2/24/2020	1/22/2020	5/31/2022	5/31/2023
Novomatic Americas Sales, LLC		SWS 024	6/26/2019	3/20/2020	11/20/2019	6/26/2022	6/25/2023
GDC America, Inc		SWS 025	7/24/2019	4/4/2020	3/25/2020	7/23/2022	7/23/2023
Don Best Sports Corporation		SWS 026	8/19/2019	5/15/2020	4/29/2020	8/19/2022	8/18/2023
Swish Analytics West Virginia, Inc		SWS 027	10/30/2019	7/26/2020	6/24/2020	10/30/2021	10/29/2022
GBG Endeavors, LLC	MetaBet	SWS 029	11/12/2019	8/8/2020	3/25/2020	11/12/2021	11/11/2022
The Action Network, Inc.	The Action Network	SWS 030	11/14/2019	8/10/2020	7/23/2020	11/14/2021	11/14/2022
NeoGames Solutions, LLC	NeoGames	SWS 031	12/9/2020	9/5/2021	4/28/2021	12/9/2021	12/9/2022
Better Collective USA, Inc		SWS 032	10/13/2020	7/10/2021	5/25/2021	10/13/2022	10/13/2023
Awesemo.com, LLC		SWS 034	9/13/2020	6/10/2021	5/25/2021	9/13/2022	9/13/2023
PXP Financial Inc.	PXP Financial	SWS 035	12/17/2019	9/12/2020	6/24/2020	12/17/2021	12/16/2022
Catena Operations, Ltd.	Catena Operations, Ltd.	SWS 037	10/13/2020	7/10/2021	6/30/2021	10/13/2021	10/13/2022
Genius Sports Media, Inc.	Genius Sports/Betgenius	SWS 038	10/24/2020	7/21/2021	6/30/2021	10/24/2021	10/24/2022

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Online Venture Strategies, LLC		SWS 041	10/30/2020	7/27/2021	5/25/2021	10/30/2021	10/30/2022
Cotler VIP Tours, Inc	The Props Network	SWS 042	11/7/2020	8/4/2021	11/18/2020	11/7/2021	11/7/2022
Intellr, Inc.	Pickswise	SWS 044	11/7/2020	8/4/2021	12/16/2020	11/7/2021	11/7/2022
Interactive Communications Intl., Inc.		SWS 047	12/1/2020	8/28/2021	2/24/2021	12/1/2021	12/1/2022
North Star Network SAS	North Star Network LLC	SWS 048	12/8/2020	9/4/2021	12/16/2020	12/8/2021	12/8/2022
Team Rankings, LLC		SWS 049	3/17/2020	12/12/2020	11/18/2020	3/17/2022	3/17/2023
NYX Digital Gaming (USA) LLC		SWS 050	4/1/2020	12/27/2020	11/18/2020	4/1/2022	4/1/2023
Sharplink, Inc.		SWS 052	4/20/2020	1/15/2021	12/16/2020	4/20/2022	4/20/2023
Media Players US, LLC	Media Players	SWS 053	1/16/2021	10/13/2021	5/25/2021	1/16/2022	1/16/2023
Barstool Sports, Inc		SWS 056	4/21/2020	1/16/2021	12/16/2020	4/21/2022	4/21/2023
iGaming Player, LLC		SWS 058	7/8/2020	4/4/2021	3/31/2021	7/8/2022	7/8/2023
SAS GWEB Media		SWS 060	4/29/2021	1/24/2022	12/15/2021	4/29/2022	4/29/2023
Cyan Blue Odds USA Limited	Oddschecker	SWS 062	2/23/2021	11/20/2021	10/27/2021	2/23/2022	2/23/2023
FW Media PTY (LTD)		SWS 063	7/8/2020	4/4/2021	3/31/2021	7/8/2022	7/8/2023
Fantasy Advantage Ltd.		SWS 064	6/10/2020	3/7/2021	2/24/2021	6/10/2022	6/10/2023
Media Troopers, Inc.		SWS 065	6/16/2020	3/13/2021	2/24/2021	6/16/2022	6/16/2023
iGaming Cloud, Inc.		SWS 066	4/4/2021	12/30/2021	11/18/2021	4/4/2022	4/4/2023
SportsContentCo, LLC		SWS 067	8/5/2020	5/2/2021	4/28/2021	8/5/2022	8/5/2023
Leadstar Media AB		SWS 068	7/15/2021	4/11/2022	3/31/2022	7/15/2022	7/15/2023
Wedge Traffic Ltd.	Wedge Traffic Inc.	SWS 070	4/13/2021	1/8/2022	12/15/2021	4/13/2022	4/13/2023
Rarefied Atmosphere, Inc	Atmosphere TV	SWS 073	8/7/2020	5/4/2021	4/28/2021	8/7/2022	8/7/2023
OLBG, Inc.		SWS 075	8/7/2020	5/4/2021	4/28/2021	8/7/2022	8/7/2023
Poker Royalty, LLC		SWS 076	9/3/2020	5/31/2021	4/28/2021	10/4/2022	9/3/2022
Raketechn US, Inc.	Raketechn	SWS 077	9/2/2020	5/30/2021	5/25/2021	9/2/2022	9/2/2023

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iGaming.com America Inc.		SWS 078	8/21/2020	5/18/2021	4/28/2021	8/21/2022	8/21/2023
Sovos Compliance, LLC		SWS 080	5/27/2021	2/21/2022	2/24/2022	5/27/2022	5/27/2023
Buffalo Wild Wings, Inc.	Buffalo Wild Wings (MN), Inc.	SWS 081	9/2/2020	5/30/2021	5/25/2021	9/2/2022	9/2/2023
Overdrive Marketing, Inc.		SWS 082	9/30/2020	6/27/2021	4/28/2021	9/30/2022	9/30/2023
Sportority, Inc.	MinuteMedia	SWS 083	9/29/2020	6/26/2021	5/25/2021	9/29/2022	9/29/2023
Nuvei Technologies, Inc		SWS 084	11/13/2020	8/10/2021	7/20/2021	11/13/2021	11/13/2022
Rock Intention Malta		SWS 085	10/6/2020	7/3/2021	6/30/2021	10/6/2022	10/6/2023
Moonshot Marketing LTD	Moonshot Marketing	SWS 086	3/27/2021	12/22/2021	12/15/2021	3/27/2022	3/27/2023
ESPN Enterprises, Inc.	ESPN	SWS 087	12/7/2020	9/3/2021	8/25/2021	12/9/2021	12/9/2022
P&P Vegas Group, Inc	Picks & Parlays	SWS 088	11/4/2020	8/1/2021	7/20/2021	11/4/2021	11/4/2022
Futbol Sites, LLC		SWS 089	11/4/2020	8/1/2021	6/30/2021	11/4/2021	11/4/2022
TGD Operations Limited		SWS 090	11/4/2020	8/1/2021	7/20/2021	11/4/2021	11/4/2022
SportsCastr.Live LLC	SportsCastr	SWS 092	11/13/2020	8/10/2021	5/25/2021	11/13/2021	11/13/2022
Kontempny LTD		SWS 093	11/18/2020	8/15/2021	7/20/2021	11/18/2021	11/18/2022
Fortuna Edge Media Limited	Fortuna Edge Media LLC	SWS 094	11/13/2020	8/10/2021	5/25/2021	11/13/2021	11/13/2022
PGA Tour Gaming, LLC		SWS 097	2/8/2021	11/5/2021	10/27/2021	2/8/2022	2/8/2023
Blackhawk Network, Inc		SWS 098	12/22/2020	9/18/2021	8/25/2021	12/22/2021	12/22/2022
Bullpen Sports Network, Inc.	WAVE.tv	SWS 099	1/15/2021	10/12/2021	9/23/2021	1/15/2022	1/15/2023
Socure, Inc.		SWS 100	3/18/2021	12/13/2021	11/18/2021	3/18/2022	3/18/2023
Google, LLC		SWS 101	12/28/2020	9/24/2021	8/25/2021	12/28/2021	12/28/2022
Marzen Media	FantasyPros	SWS 102	3/18/2021	12/13/2021	11/18/2021	3/18/2022	3/18/2023
Sports Gambling Guides, LLC		SWS 103	1/15/2021	10/12/2021	9/23/2021	1/15/2022	1/15/2023
Onfido, Inc.		SWS 104	10/24/2021	7/21/2022	6/29/2022	10/24/2021	10/24/2022
SG Gaming, Inc.		SWS 107	2/8/2021	11/5/2021	10/27/2021	2/8/2022	2/8/2023

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Applicant	DBA Name	License No	Interim License	Interim License Expiration	Commission Approval Annual License	Annual License *	Annual License Expiration
Commercial Streaming Solutions, Inc.	BettorView	SWS 108	11/23/2021	8/20/2022	7/27/2022	11/23/2021	11/23/2022
Fuhrman Sports Consulting	Bet the Board Podcast	SWS 109	2/26/2021	11/23/2021	10/27/2021	2/26/2022	2/26/2023
SBTech Malta Limited		SWS 110	2/22/2021	11/19/2021	10/27/2021	2/22/2022	2/22/2023
YourPay, LLC		SWS 111	3/1/2021	11/26/2021	10/27/2021	3/1/2022	3/1/2023
TeleCheck Services, LLC		SWS 112	3/8/2021	12/3/2021	11/18/2021	3/8/2022	3/8/2023
DFS Media LLC		SWS 113	4/15/2021	1/10/2022	12/15/2021	4/15/2022	4/15/2023
LIR Industries, LLC		SWS 114	3/18/2021	12/13/2021	11/18/2021	3/18/2022	3/18/2023
DISH Integration, LLC		SWS 115	3/18/2021	12/13/2021	12/15/2021	3/18/2022	3/18/2023
SI Tickets, Inc.		SWS 116	3/18/2021	12/13/2021	11/18/2021	3/18/2022	3/18/2023
Swissclear Global, Inc	TAPPP	SWS 117	12/13/2021	9/9/2022	2/24/2022	12/13/2021	12/13/2022
Thing or Two, Ltd	Thing or Two, Inc.	SWS 118	3/27/2021	12/22/2021	11/18/2021	3/27/2022	3/27/2023
Three Spring Media Kft		SWS 119	4/8/2021	1/3/2022	12/15/2021	4/8/2022	4/8/2023
Lineups.com, Inc	Lineups	SWS 120	3/27/2021	12/22/2021	11/18/2021	3/27/2022	3/27/2023
World Wrestling Entertainment, Inc	WWE	SWS 121	8/18/2021	5/15/2022	4/27/2022	8/18/2022	8/18/2023
XLMedia US Limited		SWS 122	5/6/2021	1/31/2022	12/15/2021	5/6/2022	5/6/2023
The Athletic Media Company	The Athletic	SWS 123	4/29/2021	1/24/2022	12/15/2021	4/29/2022	4/29/2023
ASF Ltd	Angstrom Sports Ltd. Co.	SWS 124	6/2/2021	2/27/2022	1/19/2022	6/2/2022	6/2/2023
Shift4 Payments, LLC		SWS 126	1/14/2022	10/11/2022	8/31/2022	1/14/2022	1/14/2023
Stram Entertainment Limited		SWS 127	5/14/2021	2/8/2022	1/19/2022	5/14/2022	5/14/2023
SimpleBet, Inc.		SWS 128	5/14/2021	2/8/2022	1/19/2022	5/14/2022	5/14/2023
Dark Side Management, Ltd	Dark Side Management	SWS 129	3/2/2022	11/27/2022			
StreamLayer, Inc.	StreamLayer	SWS 130	5/27/2021	2/21/2022	1/19/2022	5/27/2022	5/27/2023
Outkick Media, LLC	Outkick.com; Outkick the Coverage	SWS 131	6/9/2021	3/6/2022	2/24/2022	6/9/2022	6/9/2023
Triller Fight Club, LLC		SWS 132	6/22/2021	3/19/2022	2/24/2022	6/22/2022	6/22/2023

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365Scores, Ltd.	365Scores	SWS 133	6/2/2021	2/27/2022	1/19/2022	6/2/2022	6/2/2023
Forty Two Digital Media, Ltd.	Top10Bonuses	SWS 137	6/11/2021	3/8/2022	2/24/2022	6/11/2022	6/11/2023
VegasWinners, Inc.		SWS 138	3/28/2022	12/23/2022			
On the Avenue Marketing Group, LLC		SWS 140	5/24/2022	2/18/2023			
YouBet Technology, Inc.	PickUp, PlayPickUp	SWS 141	8/12/2021	5/9/2022	3/31/2022	8/12/2022	8/12/2023
Shufti Pro Limited		SWS 143	9/7/2021	6/4/2022	5/25/2022	9/7/2022	9/7/2023
SharpRank, Inc.		SWS 146	9/14/2021	6/11/2022	3/31/2022	9/14/2022	9/14/2023
Alec McMordie	Al McMordie's BigAL.com	SWS 148	2/10/2022	11/7/2022	8/31/2022	2/10/2022	2/10/2023
3312276 Nova Scotia Limited	National Football Post	SWS 149	9/10/2021	6/7/2022	3/31/2022	9/10/2021	9/10/2022
Digital Fuel Performance Limited		SWS 151	2/15/2022	11/12/2022			
G. Designs Studio, Inc.		SWS 152	9/22/2021	6/19/2022	5/25/2022	9/22/2022	9/22/2023
Ronin Venture AB		SWS 153	2/24/2022	11/21/2022	8/31/2022	2/24/2022	2/24/2023
Otherlevels, Inc.		SWS 154	10/14/2021	7/11/2022	4/27/2022	10/14/2021	10/14/2022
Monterizo, Ltd.		SWS 156	10/14/2021	7/11/2022	4/27/2022	10/14/2021	10/14/2022
ROKT Corp		SWS 157	10/25/2021	7/22/2022	4/27/2022	10/25/2021	10/25/2022
Growth Advisors, Inc.		SWS 158	10/25/2021	7/22/2022	4/27/2022	10/25/2021	10/25/2022
Tim the Tatman		SWS 159	12/17/2021	9/13/2022	8/31/2022	12/17/2021	12/17/2022
Everything Media, LLC	Total Frat Move	SWS 160	11/5/2021	8/2/2022	5/25/2022	11/5/2021	11/5/2022
U.S. Integrity, Inc.		SWS 163	11/19/2021	8/16/2022	7/27/2022	11/19/2021	11/19/2022
Scrimmage, LLC	Scrimmage	SWS 164	11/19/2021	8/16/2022	5/25/2022	11/19/2021	11/19/2022
Digital Rush Ltd.		SWS 165	12/27/2021	9/23/2022	5/25/2022	12/27/2021	12/27/2022
Sharp Football Holdings, LLC		SWS 166	1/14/2022	10/11/2022	4/27/2022	1/14/2022	1/14/2023
TransUnion Gaming Services, LLC		SWS 167	12/2/2021	8/29/2022	5/25/2022	12/2/2021	12/2/2022
Bet69Rox, LLC	Bet69Rox	SWS 168	3/16/2022	12/11/2022			

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Kafe Rocks USA, LLC		SWS 169	12/22/2021	9/18/2022	5/25/2022	12/22/2021	12/22/2022
SportsCastr, Inc	PANDA Interactive	SWS 170	3/25/2022	12/20/2022			
American Affiliate Co., LLC		SWS 171	1/4/2022	10/1/2022	4/27/2022	1/4/2022	1/4/2023
Bleacher Report, Inc.		SWS 172	12/22/2021	9/18/2022	8/31/2022	12/22/2021	12/22/2022
Everymatrix Americas Corporation	Everymatrix	SWS 173	1/19/2022	10/16/2022	9/28/2022	1/19/2022	1/19/2023
Sportcast Pty Ltd		SWS 174	3/16/2022	12/11/2022			
Accertify, Inc.	Accertify	SWS 175	4/20/2022	1/15/2023			
OddsJam, Inc.		SWS 176	1/19/2022	10/16/2022	8/31/2022	1/19/2022	1/19/2023
BetFully, Inc.		SWS 177	1/31/2022	10/28/2022	8/31/2022	1/31/2022	1/31/2023
BOS Media, LLC		SWS 178	1/31/2022	10/28/2022	8/31/2022	1/31/2022	1/31/2023
National Lacrosse League, Inc.		SWS 179	2/23/2022	11/20/2022			
Game Lounge Limited		SWS 180	2/25/2022	11/22/2022	8/31/2022	2/25/2022	2/25/2023
McClatchy Shared Services, LLC		SWS 182	3/30/2022	12/25/2022	8/31/2022	3/30/2022	3/30/2023
Ingo Money, Inc.		SWS 183	3/23/2022	12/18/2022			
Viral Nation, Inc		SWS 184	3/30/2022	12/25/2022	8/31/2022	3/30/2022	3/30/2023
Cappercon Event Group, LLC		SWS 185	4/4/2022	12/30/2022			
Low6 USA, Inc.	Ultimate Fan	SWS 186	5/18/2022	2/12/2023			
Prove Identity, Inc.		SWS 187	6/10/2022	3/7/2023			
IHEARTMEDIA + ENTERTAINMENT, INC.		SWS 188	5/13/2022	2/7/2023			
Post Action, LLC		SWS 189	5/24/2022	2/18/2023			
Intercheck Technologies, Inc.		SWS 191	5/13/2022	2/7/2023			
HD Media, LLC	Charleston Gazette Mail, Herald-Dispat	SWS 192	5/27/2022	2/21/2023			
TUNE, Inc.		SWS 193	6/23/2022	3/20/2023			
DATA+SPORTS, Inc.		SWS 195	6/10/2022	3/7/2023			

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Applicant	DBA Name	License No	Interim License	Interim License Expiration	Commission Approval Annual License	Annual License *	Annual License Expiration
Uniphore Technologies North America, I		SWS 196	8/18/2022	5/15/2023			
Gametime United, Inc		SWS 197	8/18/2022	5/15/2023			
Apps4 Web Media Limited		SWS 198	7/18/2022	4/14/2023			
Soundside Games, LLC		SWS 199	7/8/2022	4/4/2023			
Bspin Limited		SWS 200	7/18/2022	4/14/2023			
Sift Science, Inc		SWS 201	7/26/2022	4/22/2023			
CheckdGroup Limited	Checkd, CheckdDevelopment Limited,	SWS 202	8/5/2022	5/2/2023			
Buzzer Technologies, Inc.		SWS 203	8/15/2022	5/12/2023			
Brand Streamers US, Inc.		SWS 204	8/18/2022	5/15/2023			
Bettor Vision, Inc.		SWS 205	8/18/2022	5/15/2023			
Phenix Real Time Solutions	Phenix	SWS 206	9/2/2022	5/30/2023			
Amazon Advertising, LLC		SWS 208	10/5/2022	7/2/2023			
GAN Nevada, Inc.	GAN	SWS 210	9/21/2022	6/18/2023			

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EXHIBIT H

West Virginia Lottery - iGaming MSP, Supplier, and Registrant Certification Dates

Applicant	DBA Name	License No	Interim License	Interim License Expiration	Commission Approval Annual License	Annual License *	Annual License Expiration
MSP							
Crown WV Gaming, Inc.	Draft Kings	IGP 001	7/7/2020	4/3/2021	1/27/2021	7/7/2022	7/7/2023
BETMGM, LLC.	Roar Digital	IGP 002	7/30/2020	4/26/2021	3/31/2021	7/30/2022	7/30/2023
American Wagering Inc.	William Hill Sports Book	IGP 004	11/9/2020	8/6/2021	7/20/2021	11/9/2021	11/9/2022
RSI WV, LLC		IGP 005	2/18/2021	11/15/2021	10/27/2021	2/18/2022	2/18/2023
Golden Nugget Online Gaming, LLC	Golden Nugget Casino	IGP 006	2/18/2021	11/15/2021	10/27/2021	2/18/2022	2/18/2023
Betfair Interactive US LLC	FanDuel Casino	IGP 007	3/1/2021	11/26/2021	10/27/2021	3/1/2022	3/1/2023
PointsBet West Virginia LLC	PointsBet	IGP 008	5/11/2021	2/5/2022	1/26/2022	5/11/2022	5/11/2023
Penn Sports Interactive, LLC	Penn Sports Interactive	IGP 009	6/11/2021	3/8/2022	1/26/2022	6/11/2022	6/11/2023
WSI US LLC	WynnBET	IGP 010	4/5/2022	12/31/2022			
Registrant							
Wedge Traffic Inc	Wedge Traffic	IGR 0003				7/1/2022	6/30/2024
Better Collective USA, Inc.	Better Collective	IGR 0005				7/1/2022	6/30/2024
Catena Operations Limited		IGR 0007				7/1/2022	6/30/2024
Fantasy Advantage Ltd.	Fantasy Advantage Ltd. Co.	IGR 0009				7/1/2022	6/30/2024
Lineups.com, Inc.	Lineups	IGR 0010				8/4/2022	6/30/2024
MediaTroopers, Inc.	MediaTroopers	IGR 0011				7/1/2022	6/30/2024
Moonshot Marketing LTD		IGR 0012				3/30/2021	6/30/2023
OLBG Inc.	OLBG	IGR 0013				7/1/2022	6/30/2024
GBG Endeavors, LLC	MetaBet	IGR 0014				7/1/2022	6/30/2024

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North Star Network SAS	North Star Network LLC	IGR 0015				7/1/2022	6/30/2024
Rock Intention Malta Limited		IGR 0017				7/29/2022	6/30/2024
Cyan Blue Odds USA Limited	Oddschecker	IGR 0019				8/4/2022	6/30/2024
Fortuna Edge Media Limited	Fortuna Edge Media LLC	IGR 0020				7/1/2022	6/30/2024
Game Lounge Limited		IGR 0021				7/1/2022	6/30/2024
iGaming.com America, Inc.	iGaming.com America	IGR 0023				7/1/2022	6/30/2024
iGamingCloud Inc.		IGR 0024				1/6/2021	6/30/2023
Google LLC	Google	IGR 0025				2/1/2021	6/30/2023
Raketech US Inc		IGR 0026				3/1/2021	6/30/2023
LIR Industries, LLC		IGR 0027				3/18/2021	6/30/2023
USBR LLC		IGR 0028				3/18/2021	6/30/2023
Thing or Two LTD	Thing or Two	IGR 0029				3/26/2021	6/30/2023
Three Spring Media KFT Inc		IGR 0030				6/23/2021	6/30/2023
Blackhawk Network, Inc.	SVM Prepaid Cards	IGR 0031				4/20/2021	6/30/2023
Outkick Media LLC		IGR 0032				7/16/2021	6/30/2023
Fuse Media Corp.		IGR 0033				5/26/2021	6/30/2023
GDC America, Inc.	GDC America, Inc.	IGR 0034				5/27/2021	6/30/2023
Bullpen Media Inc	SlipChat	IGR 0035				6/25/2021	6/30/2023
Forty Two Digital Media Ltd	top10bonuses.com	IGR 0036				6/11/2021	6/30/2023
XLMedia US Inc	XLMedia	IGR 0037				6/25/2021	6/30/2023
The Athletic Media Company	The Athletic Media Company	IGR 0038				6/25/2021	6/30/2023
Traffic Lab US, Inc.		IGR 0039				7/8/2021	6/30/2023
Barstool Sports, Inc.	Barstool Sports	IGR 0040				7/8/2021	6/30/2023
All Time Sports, LLC	The Volume, LLC	IGR 0042				7/12/2021	6/30/2023

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Olikaone Inc		IGR 0043				7/16/2021	6/30/2023
Bayview Strategies, LLC	Bayview Strategies	IGR 0045				7/26/2021	6/30/2023
iGaming Player LLC	iGaming Player	IGR 0046				9/3/2021	6/30/2023
Monterizo LTD	Monterizo	IGR 0047				9/3/2021	6/30/2023
SAS GWEB Media	SAS GWEB Media	IGR 0048				9/24/2021	6/30/2023
Everything Media LLC	Total Frat Move	IGR 0049				11/9/2021	6/30/2023
Growth Advisors Inc	Growth Advisors	IGR 0050				11/9/2021	6/30/2023
Gambler's Guide	Gambler's Guide	IGR 0052				12/15/2021	6/30/2023
Otherlevels Inc	Otherlevels	IGR 0053				1/14/2022	6/30/2024
Global Ad Ventures Limited	Global Ad Ventures	IGR 0054				1/21/2022	6/30/2024
American Affiliate Co LLC	American Affiliate Co	IGR 0055				1/21/2022	6/30/2024
Triller Fight Club LLC	Triller Fight Club	IGR 0056				1/21/2022	6/30/2024
Bojoko Inc	Bojoko	IGR 0057				2/14/2022	6/30/2024
Digital Rush LTD	Digital Rush	IGR 0058				2/14/2022	6/30/2024
KaFe Rocks USA LLC	KaFe Rocks USA	IGR 0059				2/14/2022	6/30/2024
BOS Media LLC	BOS Media	IGR 0060				3/10/2022	6/30/2024
Swissclear Global Inc	TAPPP	IGR 0061				3/11/2022	6/30/2024
The Action Network Inc	The Action Network	IGR 0062				3/11/2022	6/30/2024
Ronin Venture AB	Ronin Venture	IGR 0063				3/11/2022	6/30/2024
JokerZino Marketing AB	JokerZino Marketing AB	IGR 0064				3/22/2022	6/30/2024
H2D Strategies LLC	H2D Strategies	IGR 0065				3/22/2022	6/30/2024
McClatchy Services LLC		IGR 0066				5/26/2022	6/30/2024
IHEARTMEDIA + ENTERTAINMENT		IGR 0067				6/15/2022	6/30/2024
HD Media LLC	See DB Comments	IGR 0068				6/15/2022	6/30/2024

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NBC Universal Media LLC		IGR 0069				6/15/2022	6/30/2024
Incentive Games Limited	Incentive Games	IGR 0070				8/2/2022	6/30/2024
Tune Inc		IGR 0071				8/2/2022	6/30/2024
Little Star Media USA Limited	Little Star Media USA Limited	IGR 0072				8/4/2022	6/30/2024
Adventura Inc	Adventura Gaming WV Inc	IGR 0073				8/5/2022	6/30/2024
Leadstar Media AB		IGR 0074				8/8/2022	6/30/2024
US Sportsbook Guide LLC	US Sportsbook Bonus Guide	IGR 0075				8/12/2022	6/30/2024
TGD Operations LTD		IGR 0076				8/12/2022	6/30/2024
Uniphore Technologies North America Inc		IGR 0077				8/26/2022	6/30/2024
Brand Streamers US Inc		IGR 0078				8/29/2022	6/30/2024
SharpLink Inc	SharpLink Inc	IGR 0079				9/27/2022	6/30/2024
Post Action LLC	Post Action	IGR 0080				9/27/2022	6/30/2024
Darkside Management LTD		IGR 0081				9/27/2022	6/30/2024

Supplier

OBEP Payments, LLC	Trustly	IGS 001	7/7/2020	4/3/2021	3/31/2021	7/7/2022	7/7/2023
GeoComply Solutions, Inc.		IGS 002	7/7/2020	4/3/2021	11/18/2020	7/7/2022	7/7/2023
Sightline Payments, LLC.	Sightline Payments	IGS 003	7/14/2020	4/10/2021	3/31/2021	7/14/2022	7/14/2023
LexisNexis Risk Solutions, FL Inc.	LexisNexis Risk Solutions, FL	IGS 004	7/14/2020	4/10/2021	3/31/2021	7/14/2022	7/14/2023
PayNearMe MT, Inc.		IGS 005	7/30/2020	4/26/2021	1/27/2021	7/30/2022	7/30/2023
Paysafe Merchant Services Corp	Paysafe	IGS 006	7/14/2020	4/10/2021	2/24/2021	7/14/2022	7/14/2023
Worldpay Gaming Solutions, LLC.	Worldpay Gaming Solutions	IGS 007	4/9/2021	1/4/2022	12/15/2021	4/9/2022	4/9/2023
IGT Inc.	IGT	IGS 008	11/16/2020	8/13/2021	12/16/2020	11/16/2021	11/16/2022
PayPal, Inc.		IGS 009	7/15/2020	4/11/2021	2/24/2021	7/15/2022	7/15/2023

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Interactive Communications Intl., Inc.		IGS 010	7/23/2020	4/19/2021	3/31/2021	7/23/2022	7/23/2023
Idology, Inc.	Idology	IGS 011	7/15/2020	4/11/2021	3/31/2021	7/15/2022	7/15/2023
Mazooma US, LLC	Mazooma	IGS 012	8/5/2020	5/2/2021	12/16/2020	8/5/2022	8/5/2023
PXP Financial, Inc.		IGS 013	8/10/2020	5/7/2021	4/28/2021	8/10/2022	8/10/2023
Global Payments Gaming Services, Inc.	Global Payments Gaming Solutions	IGS 014	8/11/2020	5/8/2021	2/24/2021	8/11/2022	8/11/2023
CAMS, LLC	Central AMS, LLC.	IGS 015	8/21/2020	5/18/2021	11/18/2020	8/21/2022	8/21/2023
Aristotle International, Inc.		IGS 016	8/18/2020	5/15/2021	12/16/2020	8/18/2022	8/18/2023
Sovos Compliance, LLC	Sovos Compliance	IGS 017	5/27/2021	2/21/2022	2/24/2022	5/27/2022	5/27/2023
NetEnt Americas LLC		IGS 018	9/1/2020	5/29/2021	5/25/2021	9/1/2022	9/1/2023
GAN Nevada, Inc.	GAN	IGS 019	9/18/2020	6/15/2021	5/25/2021	9/18/2022	9/18/2023
Inspired Gaming (USA), Inc.		IGS 020	11/9/2020	8/6/2021	5/25/2021	11/9/2021	11/9/2022
Nuvel Technologies, Inc.		IGS 021	11/13/2020	8/10/2021	6/30/2021	11/13/2021	11/13/2022
Aruze Gaming America, Inc.		IGS 022	11/12/2020	8/9/2021	7/20/2021	11/12/2021	11/12/2022
Everi Interactive LLC	Everi Digital	IGS 024	12/3/2020	8/30/2021	7/20/2021	12/3/2021	12/3/2022
Skrill USA, Inc.	Skrill	IGS 025	1/19/2021	10/16/2021	9/23/2021	1/19/2022	1/19/2023
Parlplay USA Limited		IGS 026	1/19/2021	10/16/2021	8/25/2021	1/19/2022	1/19/2023
NeoGames Solutions LLC	NeoGames	IGS 027	2/10/2021	11/7/2021	8/25/2021	2/10/2022	2/10/2023
SG Gaming, Inc.		IGS 028	3/1/2021	11/26/2021	10/27/2021	3/1/2022	3/1/2023
SB Tech Malta Limited		IGS 029	2/22/2021	11/19/2021	10/27/2021	2/22/2022	2/22/2023
NYX Digital Gaming (USA) LLC		IGS 030	3/1/2021	11/26/2021	5/25/2021	3/1/2022	3/1/2023
Socure, Inc.		IGS 031	4/26/2021	1/21/2022	11/18/2021	4/26/2022	4/26/2023
Ainsworth Game Technology, Inc.		IGS 032	6/24/2021	3/21/2022	1/26/2022	6/24/2022	6/24/2023
White Hat Gaming Limited		IGS 033	7/19/2021	4/15/2022	2/24/2022	7/19/2022	7/19/2023
Boom Shakalaka, Inc.		IGS 034	8/20/2021	5/17/2022	4/27/2022	8/20/2022	8/20/2023

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Masque Publishing Inc	Masque Publishing	IGS 035	9/8/2021	6/5/2022	5/25/2022	9/8/2022	9/8/2023
Shufti Pro Limited		IGS 036	9/23/2021	6/20/2022	5/25/2022	9/23/2021	9/23/2022
ODDSworks, Inc.		IGS 037	9/23/2021	6/20/2022	5/25/2022	9/23/2022	9/23/2023
Paysafecard.com USA Inc.	Paysafecard / Paysafecash	IGS 038	9/23/2021	6/20/2022	5/25/2022	9/23/2022	9/23/2023
AGS, LLC		IGS 039	10/20/2021	7/17/2022	6/29/2022	10/20/2021	10/20/2022
High 5 Games, LLC	High 5 Games	IGS 040	11/5/2021	8/2/2022	5/25/2021	11/5/2021	11/5/2022
Wazdan WV LLC		IGS 041	11/9/2021	8/6/2022	7/27/2022	11/9/2021	11/9/2022
Onfido, Inc.		IGS 042	11/12/2021	8/9/2022	6/29/2022	11/12/2021	11/12/2022
TransUnion Gaming Services LLC	TransUnion Gaming Services	IGS 043	12/6/2021	9/2/2022	8/31/2022	12/6/2021	12/6/2022
Everymatrix Americas Corporation		IGS 044	1/20/2022	10/17/2022	9/28/2022	1/20/2022	1/20/2023
Galaxy Gaming, Inc.		IGS 045	1/20/2022	10/17/2022	9/28/2022	1/20/2022	1/20/2023
Shift4 Payments, LLC		IGS 046	1/20/2022	10/17/2022	9/28/2022	1/20/2022	1/20/2023
Evolution US LLC		IGS 047	1/25/2022	10/22/2022	9/28/2022	1/25/2022	1/25/2023
Sift Science Inc	Sift Science	IGS 048	4/26/2022	1/21/2023			
Interchecks Technologies Inc		IGS 049	5/13/2022	2/7/2023			
Cammegh Limited	Cammegh Limited	IGS 050	5/19/2022	2/13/2023			
TCS John Huxley America Inc	TCS John Huxley	IGS 051	6/1/2022	2/26/2023			
The United States Playing Card Company		IGS 052	6/7/2022	3/4/2023			
Ingo Money Inc		IGS 053	7/7/2022	4/3/2023			
Prove Identity Inc		IGS 054	7/7/2022	4/3/2023			

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