

**REF. :** Autoriza Trato Directo para la Adquisición de Bienes y Servicios en conformidad a lo dispuesto en el literal g) del artículo 8 de la Ley N° 19.886 y en los literales d) y f) del numeral 7 del artículo 10 del Decreto Supremo N°250, de 2004, del Ministerio de Hacienda, que establece el Reglamento de dicho cuerpo legal, y aprueba contrato de prestación de servicios con la Superintendencia de Casinos de Juego que indica.

**RESOLUCIÓN EXENTA N° 411**

**SANTIAGO, 13 OCT 2016**

**VISTOS**

Lo dispuesto en la Ley N° 19.886, de Bases sobre Contratos Administrativos de Suministros y Prestación de Servicios, y su Reglamento contenido en el Decreto Supremo N° 250, del Ministerio de Hacienda, y sus modificaciones posteriores; el Decreto Fuerza de Ley N° 1-19.653, que fija el texto refundido coordinado y sistematizado de la Ley N° 18.575, Orgánica Constitucional de Bases Generales de la Administración del Estado; la Ley N° 20.882 de Presupuestos para el Sector Público, correspondiente al año 2016; en el artículo 42 del Título V de la Ley N°19.995, que establece las Bases Generales para la Autorización, Funcionamiento y Fiscalización de Casinos de Juego; y el Decreto N° 142, de 2016, del Ministerio de Hacienda, en la Resolución N°1.600, de 2008, de la Contraloría General de la República, que Fija Normas Sobre Exención del Trámite de Toma de Razón

**CONSIDERANDO:**

1. Conforme a lo prescrito en el artículo 5° de la Ley N°19.995, sobre Bases Generales para la Autorización, Funcionamiento y Fiscalización de Casinos de Juego, en los casinos de juego autorizados necesariamente deberán desarrollarse las categorías de ruleta, cartas, dados, bingo y máquinas de azar.

2. Que, el artículo 6° de la misma ley dispone que los operadores de casinos de juego solo podrán utilizar las maquinas e implementos de juegos de azar que se encuentren previamente homologados e inscritos en el registro que al afecto llevará la Superintendencia.

3. Que, de igual manera, el artículo 37 N° 8 de la citada ley, establece las facultades de esta Superintendencia para homologar las máquinas e implementos de juego que podrán utilizarse en los casinos de juego, debiendo la Superintendencia, mantener un registro actualizado para tales efectos.

4. Que, el artículo 31 del Decreto Supremo N° 547 de 2005, del Ministerio de Hacienda, que establece el Reglamento de Juegos de Azar en Casinos de Juego y Sistema de Homologación, señala los requisitos que deberán cumplir tanto las máquinas de azar como los demás implementos de juego que podrán ser utilizados por las sociedades operadoras en la práctica y explotación de los juegos de azar en sus casinos de juego.

5. Que, en consecuencia, con el objeto de resguardar la fe pública involucrada en el desarrollo de los juegos de azar, resulta imperioso disponer de las herramientas de apoyo necesarias para que los funcionarios de este organismo fiscalizador cuenten con las competencias adecuadas para cumplir cabalmente con la labor encomendada, por cuanto se refiere a aspectos claves y estratégicos, fundamentales para el cumplimiento de las funciones de la Superintendencia.

6. Que, por otro lado, esta Superintendencia no posee funcionarios que posean la experiencia necesaria para capacitar a otros funcionarios con un nivel avanzado y que incorpore las nuevas tendencias de la industria.

7. Que, a esta Superintendencia le consta que no existe en el mercado nacional ninguna institución idónea que ofrezca servicios de asesoría en las materias especificadas precedentemente y con las cualidades precedentemente expuestas.

8. Que, por su parte, Power Strategies, LLC es una empresa especializada en sistemas de tecnología y gestión de juegos, siendo referente a nivel internacional en servicios de formación y gestión orientadas a la industria de casinos de juegos y agencias reguladoras, lo que otorga confianza y seguridad en el correcto desarrollo de servicios a esta Superintendencia.

9. Que, mediante presentación de fecha 14 de septiembre de 2016, el proveedor Power Strategies, LLC, acompañó una cotización para la consultoría en el desarrollo de Inspección de campo a los regulados, por un monto total ascendente a USD 14.200.- (catorce mil doscientos dólares norteamericanos), más impuestos.

10. Que, al tenor de lo dispuesto en el literal g) del artículo 8° de la Ley N° 19.886 y en los literales d) y f) del numeral 7 del artículo 10 del Decreto Supremo N° 250, de 2004, del Ministerio de Hacienda y sus modificaciones, procede la contratación directa cuando se requiera contratar consultorías cuyas materias se encomiendan en consideración especial de las facultades del Proveedor que otorgara el servicio o ellas se refieran a aspectos claves y estratégicos, fundamentales para el cumplimiento de las funciones de la entidad pública por lo cual no pueden ser sometidas a un proceso de compras público y/o cuando por la magnitud e importancia que implica la contratación se hace indispensable recurrir a un proveedor determinado en razón de la confianza y seguridad que se derivan de su experiencia comprobada en la provisión de los bienes o servicios requeridos, y siempre que se estime fundadamente que no existen otros proveedores que otorguen esa seguridad y confianza.

11. Que, el proveedor Power Strategies, LLC es una empresa Estadounidense, cuya casa matriz está establecida en el estado de Nevada, no posee representante en Chile y no se encuentra inscrita en el portal de Compras Públicas [www.mercadopublico.cl](http://www.mercadopublico.cl).

12. Que, además la empresa Compañía Power Strategies, LLC no presenta interés por inscribirse en el portal de Compras Públicas [www.mercadopublico.cl](http://www.mercadopublico.cl), razón por la cual no podrá emitirse la correspondiente orden de compra.

13. Que, sin perjuicio de lo señalado en el párrafo precedente, en caso que la empresa Compañía Power Strategies, LLC, la presente contratación directa será publicada en el portal [www.mercadopublico.cl](http://www.mercadopublico.cl) dentro de las 24 horas siguientes a la materialización de dicha inscripción. Con todo, la contratación que por esta resolución se autoriza, será publicada en el banner de Gobierno Transparente de la página web de esta Superintendencia: [www.scj.cl](http://www.scj.cl).

14. Que, en mérito de lo expuesto, este Superintendencia, excepcionalmente, procederá a la contratación directa de los referidos servicios.

## RESUELVO:

1. **AUTORIZÁSE** la contratación del servicio de capacitación de máquinas de azar y sistema de monitoreo en virtud de lo establecido en el literal g) del artículo 8° de la Ley N°19.886, en concordancia con los literales d) y f) del numeral 7 del artículo 10 del Decreto Supremo N° 250, de 2004, del Ministerio de Hacienda y sus modificaciones, con el proveedor Power Strategies, LLC, por un monto de US\$ 14.200.- (catorce mil doscientos dólares de los Estados Unidos de Norteamérica). Los impuestos asociados a la presente contratación serán de cargo de la Superintendencia.

2. **APRUÉBANSE**, los términos técnicos de referencia para la contratación de servicios de capacitación de máquinas de azar y sistema de monitoreo, cuyo texto se transcribe a continuación:

### I.- Antecedentes

La industria de casinos de juego en Chile está en constante proceso de cambio, lo cual es propio de una industria que pasa de la etapa de instalación a la de consolidación. En ese marco surgen nuevas exigencias, a propósito de los cambios experimentados en las tecnologías empleadas por los casinos de juego a objeto de brindar experiencias de juego cada vez más atractivas, lo que como es lógico, al mismo tiempo exige por parte de la Superintendencia, la obligación de mantener un marco regulatorio actualizado y coherente con la realidad de la industria (Ej: modificación de los estándares y circulares).

En ese contexto, surge la necesidad de desarrollar una capacitación sobre aquellos procesos que son llevados a cabo por los laboratorios certificadores y fabricantes, y que son de interés de la Superintendencia de Casinos de Juego.

Por otro lado, las máquinas tragamonedas representan la mayor parte de los ingresos de la industria, por lo que resulta estratégico para la SCJ tener un acabado conocimiento de la naturaleza, del funcionamiento y operación de estas máquinas, de manera que este conocimiento permita mantener altos estándares para su control y supervisión.

A su vez, es vital entender el proceso de certificación de estándares que dan cumplimiento a las exigencias que la SCJ ha impuesto a las máquinas de azar y sus sistemas.

### II.- Aspectos Técnicos

#### 1) **Objetivos:**

- *Conocer las características, componentes, sistemas y tecnología integrada de las máquinas de juego de azar y sus sistemas de comunicación.*
- *Conocer los sistemas de administración de casinos, sistemas de monitoreo de transacción, sistema progresivo, y de los protocolos de las máquinas tragamonedas y su sistemas de auditoría y reporte.*

#### 2) **Monto Total del Contrato.**

Servicio de Capacitación	Cantidad	Precio Neto	Precio IVA Incl.
Capacitación en Máquinas de azar	1	USD 14,200	

**TOTAL NETO: USD 14,200**

Los impuestos asociados a la presente contratación serán de cargo de la Superintendencia.

#### 3) **Condiciones de Pago.-**

Una vez finalizado el Servicio de Capacitación, a 30 días.

#### 4) Condiciones de Ejecución de los servicios.

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##### Programación Capacitación

##### Día Uno

9:00 am	Introducción y Revisión del Curso: ¿Cómo sabes lo que no sabes?
10:30 am	Break
10:45 am	Protocolo de Comunicación Slot Machine
12:30 pm	Break de almuerzo
2:00 pm	Sistemas de Gestión de Casinos - Marketing
3:30 pm	Break
4:30 pm	Recapitulación diaria y Revisión de Cuestionario
5:00 pm	Capacitación finalizada

##### Día Dos

9:00 am	Revisión Diaria
9:30 am	Contabilidad Financiera
10:30 am	Break
10:45 am	Contabilidad Financiera, continuación
12:00 pm	Break de almuerzo
1:30 pm	Auditoría y Reporte
2:30 pm	Break
2:45 pm	Auditoría y Reporte, continuación
4:30 pm	Recapitulación diaria y Revisión de Cuestionario
5:00 pm	Capacitación finalizada

##### Día Tres

9:00 am	Cuestionario diario
9:30 am	Sistema de monitoreo transaccional
10:30 am	Break
10:45 am	Sistemas Progresivos
12:00 pm	Break
1:00 pm	Sistemas Reglamentarios – Aparatos de juego
2:45 pm	Break
3:00 pm	Requerimientos Reglamentarios– Sistemas
4:30 pm	Recapitulación diaria y Revisión de Cuestionario
5:00 pm	Capacitación Finalizada

##### Día Cuatro

9:00 am	Visita in situ y Revisión de Sistemas- Casos Prácticos
5:00 pm	Capacitación Finalizada

#### TÉRMINOS TÉCNICOS

##### Especificaciones Técnicas y Requerimientos de Adjudicación.

El curso está dirigido para los profesionales de la División de Fiscalización, tendrá una duración de 27 horas y se requiere que se realice por una entidad experta en la materia.

Power Strategies y su relatora Stephanie Maddocks, realizan este tipo de capacitaciones a distintos Organismos Reguladores.

Se anexa Curriculum Vitae de Stephanie Maddocks y documento de Power Strategies.

### III.- Aspectos Administrativos

1) **Vigencia del Contrato.** Del 11 al 14 de octubre de 2016

2) **Boleta de Fiel Cumplimiento.** No aplica

3) **Contraparte Técnica:** Jefe de la Unidad de Administración y Finanzas o a quien designe

3. **APRUÉBASE** el contrato de prestación de servicios celebrado con fecha 11 de octubre de 2016, entre la Superintendencia de Casinos de Juego, representada por el Superintendente (TyP), Sr. Daniel García Fernández R.U.T. N°13.905.414-8, ambos con domicilio en Morandé N°360, piso 11, Santiago, por una parte, y Power Strategies, LLC, representada por Stephanie L. Maddocks, ambos con domicilio en 6841 S. Eastern Avenue, Suite 103, Las Vegas, Nevada 89119 USA, cuyo texto se transcribe a continuación:

#### "CONTRATO DE PRESTACIÓN DE SERVICIOS"

En Santiago de Chile, a 11 de Octubre del 2016, entre la Superintendencia de Casinos de Juego, en adelante "La Superintendencia", representada por el Superintendente (TyP), Sr. Daniel García Fernández R.U.T. N°13.905.414-8, ambos con domicilio en Morandé N°360, piso 11, Santiago, por una parte, y Power Strategies, LLC, representada por Stephanie L. Maddocks, ambos con domicilio en 6841 S. Eastern Avenue, Suite 103, Las Vegas, Nevada 89119 USA, en adelante la "Consultora", por la otra, han convenido el siguiente contrato de prestación de servicios a suma alzada.

**PRIMERO:** "La Superintendencia", para la ejecución eficiente de sus funciones contrata a la "Consultora", para que realice los servicios de capacitación de máquinas de azar y sistema de monitoreo que se registró conforme al siguiente programa:

#### Día Uno

9:00 am	Introducción y Revisión del Curso: ¿Cómo sabes lo que no sabes?
10:30 am	Break
10:45 am	Protocolo de Comunicación Slot Machine
12:30 pm	Break de almuerzo
2:00 pm	Sistemas de Gestión de Casinos - Marketing
3:30 pm	Break
4:30 pm	Recapitulación diaria y Revisión de Cuestionario
5:00 pm	Capacitación finalizada

#### Día Dos

9:00 am	Revisión Diaria
9:30 am	Contabilidad Financiera
10:30 am	Break
10:45 am	Contabilidad Financiera, continuación
12:00 pm	Break de almuerzo
1:30 pm	Auditoría y Reporte
2:30 pm	Break
2:45 pm	Auditoría y Reporte, continuación
4:30 pm	Recapitulación diaria y Revisión de Cuestionario
5:00 pm	Capacitación finalizada

#### Día Tres

9:00 am	Cuestionario diario
9:30 am	Sistema de monitoreo transaccional
10:30 am	Break
10:45 am	Sistemas Progresivos
12:00 pm	Break
1:00 pm	Sistemas Reglamentarios – Aparatos de
juego	
2:45 pm	Break
3:00 pm	Requerimientos Reglamentarios– Sistemas
4:30 pm	Recapitulación diaria y Revisión de
Cuestionario	
5:00 pm	Capacitación Finalizada

#### **Día Cuatro**

9:00 am	Visita in situ y Revisión de Sistemas- Casos
Prácticos	
5:00 pm	Capacitación Finalizada

Todo lo anterior para “la Superintendencia”, de acuerdo a lo establecido en los Términos de Referencia que pasan a formar parte del presente convenio.

El Jefe de la Unidad de Administración y Finanzas o quien éste designe, acreditará el cumplimiento de los servicios que preste la “Consultora”.

Las partes convienen expresamente que la “Consultora” le será aplicable las inhabilidades e incompatibilidades reguladas por los artículos 54 y 56 de la Ley N° 18.575, Orgánica Constitucional sobre Bases Generales de Administración del Estado, declarando expresamente aquél, bajo juramento, no encontrarse afectado por ninguna de aquellas.

**SEGUNDO:** El presente convenio tendrá vigencia desde el 11 de Octubre de 2016 hasta el 14 de Octubre 2016, o hasta que sus servicios sean necesarios.

**TERCERO:** La capacitación en máquinas de azar y sistema de monitoreo la realizará la relatora Stephanie Maddocks, y está dirigido para los profesionales de la División de Fiscalización. La capacitación tendrá una duración de 27 horas lectivas.

**CUARTO:** Como retribución a los servicios prestados, “la Superintendencia” pagará a la “Consultora” un honorario a suma de US\$14.200 (Catorce mil doscientos dólares estadounidenses). Los impuestos asociados al presente contrato serán de cargo de la Superintendencia.

El honorario antes mencionado, se pagará en una cuota, previa acreditación y aprobación de la realización del curso por parte del Jefe de la Unidad de Administración y Finanzas o quien éste designe.

En todo caso, no se efectuará pago alguno hasta que se encuentre totalmente tramitada la Resolución que aprueba el presente convenio.

**QUINTO:** La información, material y documentos que se generen como resultado del ejercicio de la función encomendada a la “Consultora”, objeto del presente Convenio, serán de exclusiva propiedad de “la Superintendencia”, no pudiendo hacer uso de este material la “Consultora”, sin autorización por escrito de aquella.

**SEXTO:** Toda información, antecedentes, documentos y/o software a que tenga acceso la consultora en virtud de los servicios prestados, sea de la SCJ o terceros, tendrán un carácter confidencial, por lo que no podrá hacer uso directa o indirectamente, en forma alguna, de los mismos, ni darlos a conocer a terceros bajo ninguna modalidad, onerosa o no.

Sin perjuicio de lo señalado, la "Consultora" deberá devolver a la Superintendencia, inmediatamente terminado el respectivo contrato, los antecedentes y documentos a que haya tenido acceso en virtud del mismo.

La "Consultora" se compromete expresamente a mantener total reserva y estricta confidencialidad frente a terceros respecto de la documentación e información a que ha tenido acceso con motivo de los servicios encomendados, como igualmente respecto del contenido del mismo.

La presente cláusula tendrá carácter de esencial para todos los efectos de este Convenio y, su incumplimiento por parte de la "Consultora", facultará a la Superintendencia para poner término unilateralmente al convenio.

**SÉPTIMO:** Para todos los efectos legales derivados del presente convenio, las partes fijan su domicilio en Santiago de Chile y se someten a la jurisdicción de sus tribunales.

**OCTAVO:** La personería de don Daniel García Fernández, Superintendente de Casinos de Juego (TyP), para actuar en representación de "la Superintendencia", emana de su nombramiento contenido en el Decreto Supremo de Hacienda N° 142, de 2016.

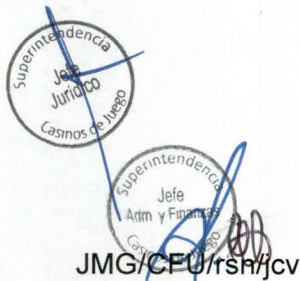
La personería de doña Stephanie Maddocks para actuar en representación de Power Strategies, LLC, consta en Licencia de Negocios de Nevada, Documento N°20160099455-11, período 2016-2017.

El presente convenio se suscribe en tres ejemplares del mismo tenor y fecha, quedando uno en poder de la "Consultora" y dos en poder de la Superintendencia.

4. **PUBLÍQUESE** la presente contratación directa en el portal de Compras Públicas [www.mercadopublico.cl](http://www.mercadopublico.cl). Con todo, la contratación que para por esta resolución se autoriza será publicado en el banner de Gobierno Transparente de la página web de esta Superintendencia: [www.scj.cl](http://www.scj.cl).

5. **IMPÚTESE**, el gasto por contrato por servicios de Asesoría en inspección de campo a los Casinos de Juego regulados por la Superintendencia de Casinos de Juego, al Subtítulo 22, Ítem 11, Asignación 002, del Presupuesto vigente para el año 2016, y con los recursos que se consulten en los presupuestos de los años siguientes, de la Superintendencia de Casinos de Juego.

Anótese, Notifíquese y Archívese



**DANIEL GARCÍA FERNÁNDEZ**  
**SUPERINTENDENTE DE CASINOS DE JUEGO (T y P)**

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

**POWER STRATEGIES, LLC**  
Nevada Business Identification # NV20061711401

**Expiration Date: May 31, 2017**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on March 2, 2016

*Barbara K. Cegavske*

BARBARA K. CEGAUSKE  
Secretary of State

***You may verify this license at [www.nvsos.gov](http://www.nvsos.gov) under the Nevada Business Search.***

License must be cancelled on or before its expiration date if business activity ceases.  
Failure to do so will result in late fees or penalties which by law cannot be waived.



# SECRETARY OF STATE



## CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, BARBARA K. CEGAVSKE, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **POWER STRATEGIES, LLC**, as a limited liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since May 11, 2006, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on March 2, 2016.

BARBARA K. CEGAVSKE  
Secretary of State



Electronic Certificate  
Certificate Number: C20160302-3086  
You may verify this electronic certificate  
online at <http://www.nvsos.gov/>

**INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:**

POWER STRATEGIES, LLC  
NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER  
E0367962006-6



\*100403\*

FOR THE FILING PERIOD OF MAY, 2016 TO MAY, 2017

USE BLACK INK ONLY - DO NOT HIGHLIGHT

**\*\*YOU MAY FILE THIS FORM ONLINE AT [www.nvsliverflume.gov](http://www.nvsliverflume.gov)\*\***

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

**IMPORTANT:** Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number <b>20160099455-11</b>
	Filing Date and Time <b>03/02/2016 4:11 PM</b>
	Entity Number <b>E0367962006-6</b>
	(This document was filed electronically) <b>ABOVE SPACE IS FOR OFFICE USE ONLY</b>

**ANNUAL LIST FILING FEE:** \$150.00 **LATE PENALTY:** \$75.00 (if filing late) **BUSINESS LICENSE FEE:** \$200.00 **LATE PENALTY:** \$100.00 (if filing late)

**CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW**

**NRS 76.020 Exemption Codes**

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

**NOTE:** If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME <u>STEPHANIE L MADDOCKS</u>	MANAGER OR MANAGING MEMBER		
ADDRESS <u>6841 S. EASTERN AVE STE 103 , USA</u>	CITY <u>LAS VEGAS</u>	STATE <u>NV</u>	ZIP CODE <u>89119</u>

NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

**X** STEPHANIE L MADDOCKS  
**Signature of Manager, Managing Member or Other Authorized Signature**

Title PRESIDENT Date 3/2/2016 4:11:13 PM

STATE OF NEVADA

**BARBARA K. CEGAVSKE**  
Secretary of State

**JEFFERY LANDERFELT**  
Deputy Secretary  
for Commercial Recordings



**Commercial Recordings Division**  
202 N. Carson Street  
Carson City, NV 89701-4201  
Telephone (775) 684-5708  
Fax (775) 684-7138

OFFICE OF THE  
SECRETARY OF STATE

STEPHANIE MADDOCKS  
POWER STRATEGIES LLC  
6841 S. Eastern Ave Suite 103  
Las Vegas, NV 89119

**Job: C20160302-3087**  
March 2, 2016

**Special Handling Instructions:**

**Charges**

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Annual List	20160099455-11	3/2/2016 4:11:15 PM	1	\$150.00	\$150.00
Business License 5/2016-5/2017	20160099455-11	3/2/2016 4:11:15 PM	1	\$200.00	\$200.00
Total					\$350.00

**Payments**

Type	Description	Amount
Credit	236711 4569638675346394601113	\$350.00
Total		\$350.00

**Credit Balance: \$0.00**

**Job Contents:**

File Stamped Copy(s): 1  
Business License(s): 1

STEPHANIE MADDOCKS  
POWER STRATEGIES LLC  
6841 S. Eastern Ave Suite 103  
Las Vegas, NV 89119

## LIMITED LIABILITY COMPANY OPERATING AGREEMENT

**Power Strategies, LLC**

A Managed Limited Liability Company

### OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective May 11, 2006, by and among: Stephanie L. Maddocks, Courtney L. Maddocks and Alyssa N. Maddocks (collectively referred to in this agreement as the "Managers").

#### SECTION 1

##### THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective May 11, 2006, the Managers form a limited liability company under the name Power Strategies L.L.C. (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Nevada (the "Act"). The Managers agree to file with the appropriate agency within the State of Nevada charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name Power Strategies L.L.C., or such other name upon which the Managers may unanimously agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Nevada.

1.4 *Office.* The Company will maintain its principal business office within the State of Nevada at the following address: 772 Latina Court, Henderson, Nevada 89012.

1.5 *Registered Agent.* Stephanie L. Maddocks is the Company's initial registered agent in the State of Nevada, and the registered office is 772 Latina Court, Henderson, Nevada 89012.

1.6 *Term.* The term of the Company commences on May 11, 2006 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Managers.* The Managers' names and addresses are attached as Schedule 1 to this Agreement.

1.8 *Admission of Additional Managers.* Except as otherwise expressly provided in this Agreement, no additional Managers may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Managers.

## SECTION 2

### CAPITAL CONTRIBUTIONS

2.1 *Initial Contributions.* The Managers initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 *Additional Contributions.* No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Managers.

2.3 *No Interest on Capital Contributions.* Managers are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

## SECTION 3

### ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Managers in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* The Managers shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

## SECTION 4

### INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Managers determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful

## SECTION 5

### POWERS AND DUTIES OF MANAGERS

#### 5.1 *Management of Company.*

5.1.1 The Managers, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Managers.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Managers to manage and operate the business and affairs of the Company.

5.2 *Decisions by Managers.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Managers, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Managers.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

## SECTION 6

### SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Managers.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

## SECTION 7

### BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS,

### FISCAL YEAR, BANKING

7.1 *Method of Accounting.* The Company will use the method of accounting previously determined by the Managers for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Banking.* All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Managers. Company

funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

## SECTION 8

### TRANSFER OF MANAGERSHIP INTEREST

8.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other nontransferring Managers determined on a per capita basis.

8.2 *Right of First Refusal.* Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Managers, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Managers may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Managers desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Managers desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Managers fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Managers will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Managers at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Managers of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Managers.

**8.4 Death, Incompetency, or Bankruptcy of Member.** On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Managers determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Managers will be eliminated, and the Ownership Interests of the remaining Managers, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

**8.5 Death Buy Out.** Notwithstanding the foregoing provision of Section 8, the Managers covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be re-determined unanimously by the Managers annually, unless the Managers unanimously decide to re-determine those values more frequently. The Managers will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Managers have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Managers and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Managers and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Managers have the right to apply for and have a personal representative appointed.



8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

(1) \$1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Managers will increase proportionately to their then-existing Ownership Interests.

## SECTION 9

### DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Managers;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued Managership of a Member in the Company, unless there are then remaining at least the minimum number of Managers required by law and all of the remaining Managers, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Managers must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Managers' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Managers;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Managers; and

9.2.3 To Managers in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

## SECTION 10

### GENERAL PROVISIONS

10.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Managers.

10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Nevada (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Managers with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the Managers other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Managers.

10.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Managers.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MANAGERS:

*Stephanie Maddocks*

Stephanie Maddocks

*Courtney Maddocks*

Courtney Maddocks

*Alyssa Maddocks*

Alyssa Maddocks

Listing of Managers – Schedule 1  
LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR DEVELOPMENT SOLUTIONS L.L.C.  
LISTING OF MANAGERS

As of the 11<sup>th</sup> day of May 2006, the following is a list of Managers of the Company:

NAME:	ADDRESS:
Stephanie L. Maddocks	772 Latina Court, Henderson, NV 89012
Courtney Maddocks	1410 10 <sup>th</sup> Street West, Mt. Vernon, IA 52314
Alyssa Maddocks	1410 10 <sup>th</sup> Street West, Mt. Vernon, IA 52314

Authorized by Member(s) to provide Member Listing as of this 11<sup>th</sup> day of May 2006.

  
Stephanie Maddocks

  
Courtney Maddocks

  
Alyssa Maddocks

Listing of Capital Contributions – Schedule 2  
LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR DEVELOPMENT SOLUTIONS L.L.C.  
CAPITAL CONTRIBUTIONS

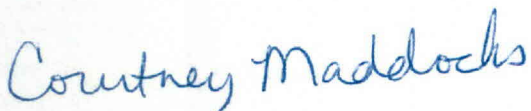
Pursuant to ARTICLE 2, the Managers' initial contribution to the Company capital is stated to be \$1,000.00. The description and each individual portion of this initial contribution is as follows:

NAME:	CONTRIBUTION:	% OWNERSHIP:
Stephanie Maddocks	\$960.00	96%
Courtney Maddocks	\$20.00	2%
Alyssa Maddocks	\$20.00	2%

SIGNED AND AGREED this 11<sup>th</sup> day of May 2006.



Stephanie Maddocks



Courtney Maddocks



Alyssa Maddocks

Listing of Valuation of Managers Interest – Schedule 3  
LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR POWER STRATEGIES L.L.C.  
VALUATION OF MANAGERS INTEREST

Pursuant to ARTICLE 8, the value of each Member's interest in the Company is endorsed as follows:

NAME:	VALUATION	ENDORSEMENT
Stephanie L. Maddocks	\$960.00	
Courtney L. Maddocks	\$20.00	
Alyssa N. Maddocks	\$20.00	

SIGNED AND AGREED this 11<sup>th</sup> day of May 2006.

*Stephanie Maddocks*

Stephanie Maddocks

*Courtney Maddocks*

Courtney Maddocks

*Alyssa Maddocks*

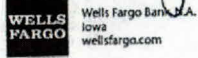
Alyssa Maddocks

Stephen W. Maddocks  
Lisa G. Maddocks  
1410 - 10th St West  
Mount Vernon, IA 52314

1765  
33-22/730 3530  
8224430986

11/29/06 DATE

PAY TO THE ORDER OF Power Strategies \$ 20.00  
Twenty dollars + 00/100 DOLLARS



Wells Fargo Bank, N.A.  
Iowa  
wellsfargo.com

FOR Courtney Maddocks Lisa Maddocks

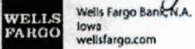
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Stephen W. Maddocks  
Lisa G. Maddocks  
1410 - 10th St West  
Mount Vernon, IA 52314

1766  
33-22/730 3530  
8224430986

11/29/06 DATE

PAY TO THE ORDER OF Power Strategies \$ 20.00  
Twenty dollars + 00/100 DOLLARS



Wells Fargo Bank, N.A.  
Iowa  
wellsfargo.com

FOR Alyssa Maddocks Lisa Maddocks

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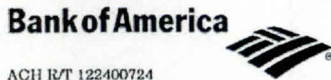
STEPHANIE MADDOCKS 10-06  
772 LATINA CT.  
HENDERSON, NV 89012-7221

2008

DATE 12.4.06

94-72/1224 NV  
9373

PAY TO THE ORDER OF Power Strategies \$ 960.00  
Nine hundred sixty + 00/100 DOLLARS



Premier Banking

ACH R/T 122400724

Initial Investment Stephanie Maddocks

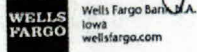
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Stephen W. Maddocks  
Lisa G. Maddocks  
1410 - 10th St West  
Mount Vernon, IA 52314

1765  
33-22/730 3530  
8224430986

11/29/06 DATE

PAY TO THE ORDER OF Power Strategies \$ 20.00  
Twenty dollars + 00/100 DOLLARS



Wells Fargo Bank, N.A.  
Iowa  
wellsfargo.com

FOR Courtney Maddocks Lisa Maddocks

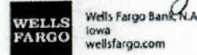
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Stephen W. Maddocks  
Lisa G. Maddocks  
1410 - 10th St West  
Mount Vernon, IA 52314

1766  
33-22/730 3530  
8224430986

11/29/06 DATE

PAY TO THE ORDER OF Power Strategies \$ 20.00  
Twenty dollars + 00/100 DOLLARS



Wells Fargo Bank, N.A.  
Iowa  
wellsfargo.com

FOR Alyssa Maddocks Lisa Maddocks MP

⑆073000228⑆ 8224430986⑆ 01766

STEPHANIE MADDOCKS 10-06  
772 LATINA CT.  
HENDERSON, NV 89012-7221

2008

DATE 12.4.06 94-72/1224 NV 9373

PAY TO THE ORDER OF Power Strategies \$ 960.00  
Nine hundred sixty + 00/100 DOLLARS



Premier Banking

ACH R/T 122400724

Initial Investment Stephanie Maddocks MP

⑆122400724⑆ 005012668998⑆ 2008





## **STEPHANIE L. MADDOCKS**

Chief Executive Officer  
Power Strategies, LLC  
6841 S. Eastern Avenue Suite 103  
Las Vegas, Nevada 89119  
Phone: (702) 460-6600  
Email: smaddocks@prwnv.com

Stephanie Maddocks is the founder of Power Strategies, a technology implementation company, focusing on casino systems and services, operations training, technology implementation, and consulting services. Over her career, Stephanie has participated in the openings and technology implementation projects for over 55 casinos across the United States, Canada and Asia. She is also the founder of Fast Dash®, a gaming technology software development company, specializing in regulatory compliance work flow efficiency solutions.

As a seasoned gaming industry executive, Stephanie has earned her more than 25 years of experience in both casino operations and game and systems manufacturing, and is widely considered an expert on gaming systems technologies. In senior management positions at Casino Data Systems and Aristocrat Technologies, she designed and implemented multiple casino player tracking and accounting technology systems worldwide. As an entrepreneur, Stephanie has founded two successful companies focused on gaming technology, providing efficient and effective solutions to the gaming industry. She also has experience in the U.S. Class II marketplace developing and manufacturing gaming devices and operating a sales and service route for Class II devices.

Stephanie has written extensively for gaming publications and has been a featured speaker and moderator at many industry events, including gaming trade shows and regulatory conferences. Stephanie shares her knowledge through seminars, presentations, gaming publications, and through social media.

While pursuing her professional goals, Stephanie also dedicates time and support to a variety of charitable organizations. She serves as Secretary/Treasurer and board member of the Board of Directors for the “I Have a Dream®” Foundation – Las Vegas and Secretary and board member of the Board of Directors of Noah’s Animal House. She has functioned as a Master of Ceremonies for various charitable events, and organized fundraising events for the Las Vegas Fire and Rescue Foundation and “I Have a Dream” Foundation.

## EDUCATION

Bachelor of Arts – Economics, University of California at Berkeley, 1989  
Project Management Professional, PMP Certification, 2013

## CAREER DATA

- Power Strategies, LLC: Chief Executive Officer - 2006 to present
- Fast Dash, LLC: President – 2009 to present
- Bally Technologies, Inc.: Vice President of Business Development - 2006
- C2 Gaming, LLC: Vice President of Operations - 2005-2006
- bZillions, Inc.: Vice President of Systems - 2002-2005
- Aristocrat Technologies: Director of Global Product Marketing - 2001-2002
- Casino Data Systems:
  - Vice President of System Sales - 2000-2001
  - Vice President of Special Projects - 1999-2000
  - Vice President of Product Development - 1997-1999
- Grand Casinos, Inc: Director of Gaming Systems Operations - 1996-1997
- Casino Data Systems:
  - Director of Product Development/Special Projects - 1995-1996
  - Sales Account Executive - 1994-1995
  - Director of Customer Service - 1992-1994
- Westward Ho Hotel and Casino: Casino Promotions Coordinator - 1989-1992

## PATENTS

7,118,479 – Gaming Award Techniques

6,896,619 – Apparatus and method for a cashless actuated gaming system

6,676,515 – Apparatus and method for a secure ticket actuated gaming system

## PROFESSIONAL ASSOCIATIONS / HONORS AND AWARDS

Member, International Women’s Forum, 2011 to present

Member, Gerson Lehrman Group Councils<sup>SM</sup>, GLG Educator<sup>SM</sup>, 2010 to present

Member, Vista Research Society of Industry Leaders, 2006 to present

Great Woman of Gaming Proven Leader award, 2012

## **PUBLICATIONS**

"Harnessing the Power of Social Networking" *Casino Enterprise Management Magazine*, March 2011  
"How Do You Know What You Don't Know" *Casino Enterprise Management Magazine*, November 2010  
"Like What You Have, Love What You Don't" *Casino Enterprise Management Magazine*, September 2010  
"How to Lose a Customer in Five Easy Steps" *Casino Enterprise Management Magazine*, April 2010  
"The Five Greatest Excuses" *Casino Enterprise Management Magazine*, October 2009  
"Step Away from the Technology" *Casino Enterprise Management Magazine*, November 2008  
"Post Project Blues" *Casino Enterprise Management Magazine*, August 2008  
"The Odd Couple" *Casino Enterprise Management Magazine*, July 2008  
"The Buzz Word Telephone Game" *Casino Enterprise Management Magazine*, June 2008  
"Oh, Memories" *Casino Enterprise Management Magazine*, May 2008  
"The Three Factors of Operational Success" *Casino Enterprise Management Magazine*, March 2008  
"Data Matters" *Casino Enterprise Management Magazine*, February 2008  
"Technology Implementation: Dream or Nightmare?" *Casino Enterprise Management Magazine*, November 2007  
"The Lucky Seven reasons Russia will become a gambler's paradise" *Slot Manager Magazine*, Summer 2006

## **PRESENTATIONS**

Lectured at the University of Nevada, Las Vegas International Gaming Institute, Executive Development Program  
Lectured at the University of Nevada, Las Vegas School of Gaming and Hotel Management  
Lectured at the Houston Conrad Hilton School of Gaming

Speaker, moderator and panelist at various industry and regulatory trade conferences and events.

## **CHARITABLE SERVICE**

Secretary, Board of Directors, "I Have a Dream"® Foundation, Las Vegas, Inc.  
Secretary, Board of Directors, Noah's Animal House, Las Vegas  
Fundraiser, Las Vegas Fire and Rescue Foundation  
Master of Ceremonies and Guest Speaker, "I Have a Dream"® Fundraisers and Events

**"CONTRATO DE PRESTACIÓN DE SERVICIOS"**

En Santiago de Chile, a 11 de octubre del 2016, entre la Superintendencia de Casinos de Juego, en adelante "La Superintendencia", representada por el Superintendente (TyP), Sr. Daniel García Fernández R.U.T. N°13.905.414-8, ambos con domicilio en Morandé N°360, piso 11, Santiago, por una parte, y Power Strategies, LLC, representada por Stephanie L. Maddocks, ambos con domicilio en 6841 S. Eastern Avenue, Suite 103, Las Vegas, Nevada 89119 USA, en adelante la "Consultora", por la otra, han convenido el siguiente contrato de prestación de servicios a suma alzada.

**PRIMERO:** "La Superintendencia", para la ejecución eficiente de sus funciones contrata a la "Consultora", para que realice los servicios de capacitación de máquinas de azar y sistema de monitoreo que se registró conforme al siguiente programa:

**Día Uno**

9:00 am	Introducción y Revisión del Curso: ¿Cómo sabes lo que no sabes?
10:30 am	Break
10:45 am	Protocolo de Comunicación Slot Machine
12:30 pm	Break de almuerzo
2:00 pm	Sistemas de Gestión de Casinos - Marketing
3:30 pm	Break
4:30 pm	Recapitulación diaria y Revisión de Cuestionario
5:00 pm	Capacitación finalizada

**Día Dos**

9:00 am	Revisión Diaria
9:30 am	Contabilidad Financiera
10:30 am	Break
10:45 am	Contabilidad Financiera, continuación
12:00 pm	Break de almuerzo
1:30 pm	Auditoría y Reporte
2:30 pm	Break
2:45 pm	Auditoría y Reporte, continuación
4:30 pm	Recapitulación diaria y Revisión de Cuestionario
5:00 pm	Capacitación finalizada

**Día Tres**

9:00 am	Cuestionario diario
9:30 am	Sistema de monitoreo transaccional
10:30 am	Break
10:45 am	Sistemas Progresivos
12:00 pm	Break
1:00 pm	Sistemas Reglamentarios – Aparatos de juego

2:45 pm	Break
3:00 pm	Requerimientos Reglamentarios– Sistemas
4:30 pm	Recapitulación diaria y Revisión de Cuestionario
5:00 pm	Capacitación Finalizada

**Día Cuatro**

9:00 am	Visita in situ y Revisión de Sistemas- Casos Prácticos
5:00 pm	Capacitación Finalizada

Todo lo anterior para “la Superintendencia”, de acuerdo a lo establecido en los Términos de Referencia que pasan a formar parte del presente convenio.

El Jefe de la Unidad de Administración y Finanzas o quien éste designe, acreditará el cumplimiento de los servicios que preste la “Consultora”.

Las partes convienen expresamente que la “Consultora” le será aplicable las inhabilidades e incompatibilidades reguladas por los artículos 54 y 56 de la Ley N° 18.575, Orgánica Constitucional sobre Bases Generales de Administración del Estado, declarando expresamente aquél, bajo juramento, no encontrarse afectado por ninguna de aquellas.

**SEGUNDO:** El presente convenio tendrá vigencia desde el 11 de Octubre de 2016 hasta el 14 de Octubre 2016, o hasta que sus servicios sean necesarios.

**TERCERO:** La capacitación en máquinas de azar y sistema de monitoreo la realizará la relatora Stephanie Maddocks, y está dirigido para los profesionales de la División de Fiscalización. La capacitación tendrá una duración de 27 horas lectivas.

**CUARTO:** Como retribución a los servicios prestados, “la Superintendencia” pagará a la “Consultora” un honorario a suma de US\$14.200 (Catorce mil doscientos dólares estadounidenses). Los impuestos asociados al presente contrato serán de cargo de la Superintendencia.

El honorario antes mencionado, se pagará en una cuota, previa acreditación y aprobación de la realización del curso por parte del Jefe de la Unidad de Administración y Finanzas o quien éste designe.

En todo caso, no se efectuará pago alguno hasta que se encuentre totalmente tramitada la Resolución que aprueba el presente convenio.

**QUINTO:** La información, material y documentos que se generen como resultado del ejercicio de la función encomendada a la “Consultora”, objeto del presente Convenio, serán de exclusiva propiedad de “la Superintendencia”, no pudiendo hacer uso de este material la “Consultora”, sin autorización por escrito de aquella.

**SEXTO:** Toda información, antecedentes, documentos y/o software a que tenga acceso la consultora en virtud de los servicios prestados, sea de la SCJ o terceros, tendrán un carácter

confidencial, por lo que no podrá hacer uso directa o indirectamente, en forma alguna, de los mismos, ni darlos a conocer a terceros bajo ninguna modalidad, onerosa o no.

Sin perjuicio de lo señalado, la "Consultora" deberá devolver a la Superintendencia, inmediatamente terminado el respectivo contrato, los antecedentes y documentos a que haya tenido acceso en virtud del mismo.

La "Consultora" se compromete expresamente a mantener total reserva y estricta confidencialidad frente a terceros respecto de la documentación e información a que ha tenido acceso con motivo de los servicios encomendados, como igualmente respecto del contenido del mismo.

La presente cláusula tendrá carácter de esencial para todos los efectos de este Convenio y, su incumplimiento por parte de la "Consultora", facultará a la Superintendencia para poner término unilateralmente al convenio.

**SÉPTIMO:** Para todos los efectos legales derivados del presente convenio, las partes fijan su domicilio en Santiago de Chile y se someten a la jurisdicción de sus tribunales.

**OCTAVO:** La personería de don Daniel García Fernández, Superintendente de Casinos de Juego (T y P), para actuar en representación de "la Superintendencia", emana de su nombramiento contenido en el Decreto Supremo de Hacienda N° 142, de 2016.

La personería de doña Stephanie Maddocks para actuar en representación de Power Strategies, LLC, consta en Licencia de Negocios de Nevada, Documento N°20160099455-11, período 2016-2017.

El presente convenio se suscribe en tres ejemplares del mismo tenor y fecha, quedando uno en poder de la "Consultora" y dos en poder de la Superintendencia.

  
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Daniel García Fernández  
Superintendente (T y P)

  
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Stephanie Maddocks  
Power Strategies, LLC



**TÉRMINOS DE REFERENCIA:  
CONSULTORÍA EN CAPACITACION MAQUINAS DE AZAR PARA DIVISION DE  
FISCALIZACION SCJ**

**I.- Antecedentes**

La industria de casinos de juego en Chile está en constante proceso de cambio, lo cual es propio de una industria que pasa de la etapa de instalación a la de consolidación. En ese marco surgen nuevas exigencias, a propósito de los cambios experimentados en las tecnologías empleadas por los casinos de juego a objeto de brindar experiencias de juego cada vez más atractivas, lo que como es lógico, al mismo tiempo exige por parte de la Superintendencia, la obligación de mantener un marco regulatorio actualizado y coherente con la realidad de la industria (Ej: modificación de los estándares y circulares). En ese contexto, surge la necesidad de desarrollar una capacitación sobre aquellos procesos que son llevados a cabo por los laboratorios certificadores y fabricantes, y que son de interés de la Superintendencia de Casinos de Juego.

Por otro lado, las máquinas tragamonedas representan la mayor parte de los ingresos de la industria, por lo que resulta estratégico para la SCJ tener un acabado conocimiento de la naturaleza, del funcionamiento y operación de estas máquinas, de manera que este conocimiento permita mantener altos estándares para su control y supervisión.

A su vez, es vital entender el proceso de certificación de estándares que dan cumplimiento a las exigencias que la SCJ ha impuesto a las máquinas de azar y sus sistemas.

**II.- Aspectos Técnicos**

**1) Objetivos:**

- *Conocer las características, componentes, sistemas y tecnología integrada de las máquinas de juego de azar y sus sistemas de comunicación.*
- *Conocer los sistemas de administración de casinos, sistemas de monitoreo de transacción, sistema progresivo, y de los protocolos de las máquinas tragamonedas y su sistemas de auditoría y reporte.*

**2) Monto Total del Contrato.**

Servicio	de	Cantidad	Precio Neto	Precio IVA Incl.
Capacitación				
<b>Capacitación</b>	<b>en</b>	<b>1</b>	<b>USD 14,200</b>	
<b>Máquinas de azar</b>				

TOTAL NETO: USD 14,200

**3) Condiciones de Pago.-**

Una vez finalizado el Servicio de Capacitación, a 30 días.

**4) Condiciones de Ejecución de los servicios.**

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**Programación Capacitación**

**Día Uno**

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**5:00 pm      Capacitación Finalizada**

**Día Cuatro**

**9:00 am      Visita in situ y Revisión de Sistemas- Casos Prácticos**

**5:00 pm      Capacitación Finalizada**



## TÉRMINOS TÉCNICOS

Especificaciones Técnicas y Requerimientos de Adjudicación.

El curso está dirigido para los profesionales de la División de Fiscalización, tendrá una duración de 27 horas y se requiere que se realice por una entidad experta en la materia.

Power Strategies y su relatora Stephanie Maddocks, realizan este tipo de capacitaciones a distintos Organismos Reguladores.

Se anexa Curriculum Vitae de Stephanie Maddocks y documento de Power Strategies.

## III.- Aspectos Administrativos

**1) Vigencia del Contrato.** Del 11 al 14 de octubre de 2016

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**2) Boleta de Fiel Cumplimiento.** No aplica

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**3) Contraparte Técnica:** Jefe de la Unidad de Administración y Finanzas o a quien designe

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*SM*

*SM*

E12296/ 2016

MEM.: 42

ANT.:

MAT: Sobre contratación de profesional para capacitación.

SANTIAGO,

DE : **KARL DIETERT REYES**  
**JEFE DIVISIÓN DE FISCALIZACIÓN**

A : **CARLOS FERNÁNDEZ**  
**JEFE UNIDAD DE ADMINISTRACIÓN Y FINANZAS**

Respecto de la contratación vía trato directo de Stephanie L. Maddocks para la realización de capacitación sobre aquellos procesos de verificación de los estándares, esta División de Fiscalización viene en señalar:

1. Tal como fue señalado en los términos de referencia para la contratación de sus servicios, la industria regulada por esta Superintendencia se encuentra en constante proceso de cambio, propio de la consolidación de la misma industria. Es por ello, que surge como necesidad para la división capacitar a los profesionales con el fin de entregar todas aquellas herramientas indispensables para el eficiente ejercicio de la labor de fiscalización, en particular, respecto de los estándares de las máquinas de azar que constituyen un porcentaje muy elevado de los ingresos de los casinos de juego y el principal atractivo a los clientes que visitan las salas de juego.
2. Como es puesto en manifiesto en el artículo 10 del Decreto 250 del Ministerio de Hacienda que reglamenta la Ley 19.886 de Contratación Pública, la contratación de consultorías cuyas materias se encomiendan en especial consideración de las facultades de quien las provee y que refieren a aspectos claves y estratégicos fundamentales para el cumplimiento de las funciones de la entidad pública, que no pueden ser realizados por personal de la propia entidad, es una circunstancia que faculta al servicio para proceder a la contratación por vía directa.
3. De este modo, es que resulta importante para el desarrollo de la labor fiscalizadora, contar con una jornada de capacitación brindada por una profesional que cuenta con la experiencia y las competencias necesarias, Stephanie L. Maddocks, Directora ejecutiva y fundadora de la Empresa Power Strategies.  
Stephanie Maddocks tiene 25 años de experiencia profesional en la operación de casinos de juego y en la fabricación de los sistemas que éstos utilizan. También ha participado en los proyectos de implementación de tecnología de más de 55 casinos en países como Estados Unidos, Canadá y Asia.  
Ha escrito publicaciones respecto de juegos y ha participado como moderadora en diversos eventos de la industria.

Abona lo anterior, que la profesional se ha desempeñado en Bally Technologies, C2 Gaming, Aristocrat Technologies y Casino Data Systems, principales fabricantes de las máquinas de azar que actualmente operan en los casinos de juego que son regulados por esta Superintendencia. Se hace presente que la referida profesional no presta servicios a ninguna sociedad operadora, garantizando con esto la independencia e imparcialidad de los conocimientos transmitidos.

4. Con lo señalado precedentemente, resulta preciso señalar que la capacitación ofrecida por la Sra. Maddock, cumple con los requisitos necesarios para el cumplimiento de los objetivos que se buscan con la capacitación: conocer las características, componentes, sistemas, tecnología de las máquinas de azar y conocer los sistemas de administración de casinos, de monitoreo, de sistemas progresivos y de los protocolos aplicables.

Sin otro particular, saluda atentamente a Ud.



**KARL DIETERT REYES**  
**JEFE DIVISIÓN DE FISCALIZACIÓN**

LCHL

**Distribución:**

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