

Response to Request #4



55 Technology Way
West Greenwich, Rhode Island
02817 USA
Telephone 401 392-1000
Fax 401 392-0391

May 24, 2006

**VIA EMAIL AND
U.S. MAIL**

Mr. Gerald S. Aubin
Acting Chief Operating Official
Division of Lottery
Rhode Island Department of Administration
1425 Pontiac Avenue
Cranston, RI 02920

Re: Master Contract Section 6.2 Certification – Fiscal Year 2006
Master Contract Section 6.4 Certification – Calendar Year 2005

Dear Mr. Aubin:

Enclosed are (1) a certification letter dated May 24, 2005 from GTECH Corporation ("GTECH") to the Division of Lottery (the "Division") pursuant to Section 6.2 of the Master Contract for GTECH's fiscal year 2006 and (2) a certification letter dated May 24, 2005 from GTECH to the Division pursuant to Section 6.4 of the Master Contract for calendar year 2005.

Please contact me at (401) 392-7479 with any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Arena", written over a horizontal line.

Robert A. Arena
Assistant General Counsel

Enclosures

cc: Robert M. Silva, Esq. (w/encl.) (via email)
Mr. Saul Kaplan (w/encl.) (via email)
Robert I. Stolzman, Esq. (w/encl.) (via email)
Derek Gwaltney (w/encl.) (via email)



55 Technology Way
West Greenwich, Rhode Island
02817 USA
Telephone 401 392-1000
Fax 401 392-0391

May 24, 2006

Division of Lottery
Rhode Island Department of Administration
1425 Pontiac Avenue
Cranston, RI 02920
Attention: Mr. Gerald S. Aubin,
Acting Chief Operating Official

Re: Master Contract Section 6.4 Certification – Calendar Year 2005

Ladies and Gentlemen:

Reference is hereby made to that certain Master Contract dated as of May 12, 2003 (the "Master Contract") by and between the Division of Lottery, a division of the Rhode Island Department of Administration, an agency of the State of Rhode Island, and successor-in-interest to the Rhode Island Lottery (the "Division"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract.

Pursuant to Section 6.4 of the Master Contract, GTECH hereby certifies to the Division that GTECH employed or caused to be employed within the State a monthly average of 1,214.6 full time active employees at wage rate levels not less than those defined in Section 42-64.5-2(7) of the Rhode Island General Laws of 1956, as amended, during calendar year 2005, and therefore has complied with its obligation under Section 6.3 of the Master Contract for calendar year 2005.

Very truly yours,

GTECH CORPORATION

By Walter G. DeSocio
Walter G. DeSocio,
Senior Vice President and General Counsel



55 Technology Way
West Greenwich, Rhode Island
02817
Telephone 401 392-7609
Fax 401 392-0391

June 29, 2006

**VIA EMAIL AND
U.S. MAIL**

Mr. Gerald S. Aubin
Acting Chief Operating Official
Division of Lottery
Rhode Island Department of Administration
1425 Pontiac Avenue
Cranston, RI 02920

Re: Master Contract Section 6.4 Certification – Calendar Year 2005

Dear Mr. Aubin:

Enclosed is a supplemental certification letter dated June 27, 2006 from GTECH to the Division pursuant to Section 6.4 of the Master Contract for calendar year 2005.

Please contact me at (401) 392-7479 with any questions.

Very truly yours,

Robert A. Arena
Assistant General Counsel

Enclosures

cc: Robert M. Silva, Esq. (w/encl.) (via email)
Mr. Saul Kaplan (w/encl.) (via email)
Robert I. Stolzman, Esq. (w/encl.) (via email)
Derek Gwaltney (w/encl.) (via email)



55 Technology Way
West Greenwich, Rhode Island
02817 USA
Telephone 401 392-1000
Fax 401 392-0391

June 27, 2006

Division of Lottery
Rhode Island Department of Administration
1425 Pontiac Avenue
Cranston, RI 02920
Attention: Mr. Gerald S. Aubin,
Acting Chief Operating Official

Re: Master Contract Section 6.4 Certification – Calendar Year 2005

Ladies and Gentlemen:

Reference is hereby made to (a) that certain Master Contract dated as of May 12, 2003 (the "Master Contract") by and between the Division of Lottery, a division of the Rhode Island Department of Administration, an agency of the State of Rhode Island, and successor-in-interest to the Rhode Island Lottery (the "Division"), and GTECH Corporation, a Delaware corporation ("GTECH"), and (b) that certain Master Contract Section 6.4 Certification – Calendar Year 2005 dated May 24, 2006 (the "Certification"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract.

Pursuant to Section 6.4 of the Master Contract, GTECH hereby certifies to the Division that GTECH has complied with its obligation under Section 6.3 of the Master Contract with respect to calendar year 2005.

Please contact the undersigned with any questions.

Very truly yours,

GTECH CORPORATION

By Walter G. DeSocio
Walter G. DeSocio,
Senior Vice President and General Counsel



GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903

Telephone 401 392-1000
Fax 401 392-0391

July 16, 2007

Division of Lottery
Rhode Island Department of Administration
1425 Pontiac Avenue
Cranston, RI 02920
Attention: Mr. Gerald S. Aubin, Director

Re: Master Contract Section 6.4 Certification – Calendar Year 2006

Ladies and Gentlemen:


Reference is hereby made to that certain Master Contract dated as of May 12, 2003 by and between the Division of Lottery, a division of the Rhode Island Department of Administration, an agency of the State of Rhode Island, and successor-in-interest to the Rhode Island Lottery (the "Division"), and GTECH Corporation, a Delaware corporation ("GTECH"), as amended by a First Amendment to Master Contract dated as of July 31, 2006 (the "Master Contract"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract.

Pursuant to Section 6.4 of the Master Contract, GTECH hereby certifies to the Division that GTECH has complied with its obligation under Section 6.3 of the Master Contract with respect to calendar year 2006.

Please contact the undersigned with any questions.

Very truly yours,

GTECH CORPORATION

By 
Walter G. DeSocio,
Senior Vice President and General Counsel



GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000

February 22, 2008

State Lottery Division
Rhode Island Department of Revenue
1425 Pontiac Avenue
Cranston, RI 02920
Attention: Mr. Gerald S. Aubin, Director

Re: Master Contract Section 6.4 Certification – Calendar Year 2007

Ladies and Gentlemen:

Reference is hereby made to that certain Master Contract dated as of May 12, 2003 by and between the State Lottery Division of the State of Rhode Island Department of Revenue, an agency of the State of Rhode Island and successor-in-interest to the Rhode Island Lottery (the "Division"), and GTECH Corporation, a Delaware corporation ("GTECH"); as modified by a Letter dated November 3, 2003 from the Division to GTECH; as modified by a Waiver and Release Agreement dated as of May 5, 2005 by GTECH in favor of the Division; as amended by a First Amendment to Master Contract dated as of July 31, 2006; as modified by a Letter Agreement dated September 28, 2007 by GTECH and the Division; and as modified by a Waiver Letter dated December 18, 2007 by GTECH to the Division (the "Master Contract"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract.

Pursuant to Section 6.4 of the Master Contract, GTECH hereby certifies to the Division that GTECH has complied with its obligation under Section 6.3 of the Master Contract with respect to calendar year 2007.

Please contact the undersigned with any questions.

Very truly yours,

GTECH CORPORATION

By

Jaymin B. Patel,
President and Chief Executive Officer



GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903
Telephone 401 392-1000
Fax 401 392-0391

March 31, 2009

State Lottery Division
Rhode Island Department of Revenue
1425 Pontiac Avenue
Cranston, RI 02920
Attention: Mr. Gerald S. Aubin, Director

Re: Master Contract Section 6.4 Certification – Calendar Year 2008

Ladies and Gentlemen:


Reference is hereby made to that certain Master Contract dated as of May 12, 2003 by and between the State Lottery Division of the State of Rhode Island Department of Revenue, an agency of the State of Rhode Island and successor-in-interest to the Rhode Island Lottery (the "Division"), and GTECH Corporation, a Delaware corporation ("GTECH"); as modified and amended from time to time (the "Master Contract"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract.

Pursuant to Section 6.4 of the Master Contract, GTECH hereby certifies to the Division that GTECH has complied with its obligation under Section 6.3 of the Master Contract with respect to calendar year 2008.

Please contact the undersigned with any questions.

Very truly yours,

GTECH CORPORATION

By 

Sheri L. Southern,
Senior Vice President, Human Resources



GTECH[®]
Architects of Gaming

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903
Telephone 401 392-1000
Fax 401 392-0391

April 21, 2010

VIA EMAIL AND U.S. MAIL

Mr. Gerald S. Aubin
Director
State Lottery Division
Rhode Island Department of Revenue
1425 Pontiac Avenue
Cranston, RI 02920

Re: Master Contract Section 6.4 Certification – Calendar Year 2009

Dear Mr. Aubin:

Enclosed is a certification letter dated April 21, 2010 from GTECH to the Division pursuant to Section 6.4 of the Master Contract for calendar year 2009.

Please contact me at (401) 392-7479 with any questions.

Very truly yours,

Robert A. Arena
Assistant General Counsel

Enclosure

cc: Marilyn McConaghy, Esq. (w/encl.) (via email)
Keith W. Stokes (w/encl.) (via email)
Robert I. Stolzman, Esq. (w/encl.) (via email)
Sheri L. Southern (w/encl.) (via email)
Michael K. Prescott (w/encl.) (via email)
Robert K. Vincent (w/encl.) (via email)
Michael P. Mello (w/encl.) (via email)
Matthew E. Cedor (w/encl.) (via email)
Timothy M. Rishton (w/encl.) (via email)



GTECH[®]
Architects of Gaming

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903
Telephone 401 392-1000
Fax 401 392-0391

April 21, 2010

State Lottery Division
Rhode Island Department of Revenue
1425 Pontiac Avenue
Cranston, RI 02920
Attention: Mr. Gerald S. Aubin, Director

Re: Master Contract Section 6.4 Certification – Calendar Year 2009

Ladies and Gentlemen:

Reference is hereby made to that certain Master Contract dated as of May 12, 2003 by and between the State Lottery Division of the State of Rhode Island Department of Revenue, an agency of the State of Rhode Island and successor-in-interest to the Rhode Island Lottery (the "Division"), and GTECH Corporation, a Delaware corporation ("GTECH"); as modified and amended from time to time (the "Master Contract"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract.

Pursuant to Section 6.4 of the Master Contract, GTECH hereby certifies to the Division that GTECH has complied with its obligation under Section 6.3 of the Master Contract with respect to calendar year 2009.

Please contact the undersigned with any questions.

Very truly yours,

GTECH CORPORATION

By

Sheri L. Southern
Senior Vice President, Human Resources



GTECH[®]
Architects of Gaming

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000

June 6, 2011

State Lottery Division
Rhode Island Department of Revenue
1425 Pontiac Avenue
Cranston, RI 02920
Attention: Mr. Gerald S. Aubin, Director

Re: Master Contract Section 6.4 Certification – Calendar Year 2010

Ladies and Gentlemen:

Reference is hereby made to that certain Master Contract dated as of May 12, 2003 by and between the State Lottery Division of the State of Rhode Island Department of Revenue, an agency of the State of Rhode Island and successor-in-interest to the Rhode Island Lottery (the "Division"), and GTECH Corporation, a Delaware corporation ("GTECH"); as modified and amended from time to time (the "Master Contract").

Pursuant to Section 6.4 of the Master Contract, GTECH hereby certifies to the Division that GTECH has complied with its obligation under Section 6.3 of the Master Contract with respect to calendar year 2010.

Please contact the undersigned with any questions.

Very truly yours,

GTECH CORPORATION

By

Arrigo Boetta,
Senior Vice President, Human Resources



GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000

June 4, 2012

State Lottery Division
Rhode Island Department of Revenue
1425 Pontiac Avenue
Cranston, RI 02920
Attention: Mr. Gerald S. Aubin, Director

Re: Master Contract Section 6.4 Certification -- Calendar Year 2011

Ladies and Gentlemen:

Reference is hereby made to that certain Master Contract dated as of May 12, 2003 by and between the State Lottery Division of the State of Rhode Island Department of Revenue, an agency of the State of Rhode Island and successor-in-interest to the Rhode Island Lottery (the "Division"), and GTECH Corporation, a Delaware corporation ("GTECH"); as modified and amended from time to time (the "Master Contract").

Pursuant to Section 6.4 of the Master Contract, GTECH hereby certifies to the Division that GTECH has complied with its obligation under Section 6.3 of the Master Contract with respect to calendar year 2011.

Please contact the undersigned with any questions.

Very truly yours,

GTECH CORPORATION

By


Arrigo Bodda,
Senior Vice President, Human Resources



THE RHODE ISLAND LOTTERY

March 13, 2012

Mr. David Sullivan
State of Rhode Island
Tax Administrator
One Capitol Hill
Providence, RI 02903

Re: Section 6 of the Master Contract by and between the Rhode Island Lottery and GTECH Corporation Dated May 12, 2003 (Master Contract) and Section 7 of the First Amendment to the Master Contract between the State Lottery Division and the State of Rhode Island Department of Revenue and GTECH Corporation Dated July 31, 2006 ("First Amendment")

Dear Mr. Sullivan:

Pursuant to Section 7 of the First Amendment, the Department of Revenue Division of Lotteries is delegating to the Rhode Island Division of Taxation the responsibility for monitoring GTECH's compliance with Section 6.3 of the Master Contract as amended by the First Amendment to that Master Contract for calendar years 2010, 2011 and 2012. I have enclosed herein a copy of both the Master Contract and the First Amendment.

The Division of Lotteries would appreciate it if the Division of Taxation could perform an audit to confirm GTECH's compliance with Section 6.3 of the Master Contract starting with 2012 and then doing the audit for 2011 and 2010. If you have any questions at all, please feel free to contact me.

Thank you in advance for your attention to this matter.

Sincerely,

Gerald S. Aubin
Director
Rhode Island Division of Lotteries

THE LOT

1425 Pontiac Avenue Cranston, Rhode Island 02920 401-463-6500 www.rilot.com



THE RHODE ISLAND LOTTERY

March 13, 2013

Robert A. Arena, Esq.
Deputy General Counsel
SPIELO International™
GTECH Center
10 Memorial Boulevard
Providence, RI 02903-1125 USA

Re: Section 6 of the Master Contract by and between the Rhode Island Lottery and GTECH Corporation Dated May 12, 2003 ("Master Contract") and Section 7 of the First Amendment to the Master Contract between the State Lottery Division of the State of Rhode Island Department of Revenue and GTECH Corporation Dated July 31, 2006 ("First Amendment")

Dear Mr. Arena:

I am writing to provide GTECH notice pursuant to Section 7 of the First Amendment to advise that the Division of Lotteries has delegated to the Division of Taxation of the Department of Revenue, the responsibility for monitoring GTECH's compliance with Section 6.3 of the Master Contract as amended by the First Amendment for calendar years 2010, 2011 and 2012.

You will be contacted by David Sullivan, Tax Administrator who will advise you of the date that an auditor from the Division of Taxation will commence the audit to confirm GTECH's compliance with the full time employee requirements of Section 6.3 of the Master Contract. (The actual number of GTECH employees reflected in the audit report would be considered public information.)

Thank you in advance for your cooperation.

Sincerely,

Gerald S. Aubin
Director
Division of Lotteries

Cc: David Sullivan
Tax Administrator
Rhode Island Division of Taxation

THE LOT

1425 Pontiac Avenue Cranston, Rhode Island 02920 401-463-6500 www.rilot.com



THE RHODE ISLAND LOTTERY

January 23, 2014

Mr. Robert K. Vincent
Senior Vice President, Corporate Affairs
GTECH
10 Memorial Boulevard
Providence, Rhode Island 02903

Re: Master Contract FTE Compliance for 2012

Dear Mr. Vincent:

I am writing as a follow-up to prior discussion concerning the Division of Taxation's Compliance Review for calendar years 2010-2012. Under Section 6.3 of the Master Contract between GTECH and the Lottery, GTECH is required to employ within the State on average during each applicable year at least one thousand (1,000) full time active employees at wage rate levels not less than those defined in Rhode Island General Laws § 42-64.5-2(7). As you are aware, that review concluded that GTECH had 1,022 FTEs for calendar 2010, 1,014 FTEs for calendar year 2011 and 990 FTEs for calendar year 2012.

Assuming that GTECH is amenable to (i) acknowledging that it understands the methodology to be used in any future compliance reviews as that methodology is outlined in the attachment to the letter to you from Mr. David Sullivan, Tax Administrator for the State, dated January 23, 2014 and (ii) agreeing to the proposed FTE levels set forth below with respect to calendar years 2014, 2015 and 2016, because the compliance review for 2010 - 2012 was the first such review conducted by the state under the Master Contract, the Lottery would not deem this failure by GTECH to achieve the one thousand (1,000) FTE number for 2012 to be a material breach of Section 6.3 of the Master Contract. (The Lottery would however consider any future failure to achieve FTE requirements to be such a breach of that section.)

With respect to calendar years 2014, 2015 and 2016, we are proposing that GTECH agree to achieve 1020 FTEs for each of those three (3) years.

I look forward to hearing from you.

Sincerely,

Gerald S. Aubin
Director

cc: Director Rosemary Booth Gallogly
Claire Richards, Esquire

THE LOT

1425 Pontiac Avenue Cranston, Rhode Island 02920 401-463-6500 www.rilot.com



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Revenue
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02908-5800
Phone 401-574-8922
Fax 401-574-8917

January 23, 2014

Robert K. Vincent
Senior Vice President, Corporate Affairs
GTECH
10 Memorial Boulevard
Providence, RI 02903

Re: **Rhode Island Division of Taxation Audit – FTE Compliance for 2010-2012**

Dear Mr. Vincent:

In your prior correspondence of September 11, 2013 regarding the Division of Taxation's audit of GTECH's FTE's for 2010-2012, you indicated that ".....the Division has not explained the methodology used by the Division to calculate the monthly numbers for 2012 on which the Division's conclusion for 2012 was based in sufficient detail...."

While the Division of Taxation believes that its letter to Mr. Arena dated August 20, 2013 together with the discussions during meetings attended by representatives of the Division of Taxation and GTECH staff including, but not limited to, counsel for both the Department of Revenue and GTECH, sufficiently detailed the methodology used by the Division of Taxation in conducting its audit of GTECH's FTE's, the Division of Taxation has prepared and I am enclosing herein a document entitled "RHODE ISLAND DIVISION OF TAXATION-METHODOLOGY USED TO CALCULATE FULL-TIME EQUIVALENT ACTIVE EMPLOYEES UNDER R.I. GEN. LAWS § 42-64.5-2 TO DETERMINE COMPLIANCE WITH 6.3 OF THE MASTER CONTRACT BETWEEN THE RHODE ISLAND LOTTERY AND GTECH CORPORATION." That document sets forth the audit methodology used in calculating the number of FTE's.

I trust that the enclosed document sufficiently explains the methodology that was used by the Division of Taxation in conducting the above-referenced audit. It is the methodology that will be used by the Division in conducting any future audits of GTECH's compliance with section 6.3 of the Master Contract.

Sincerely,

A handwritten signature in black ink, appearing to read "David S. Sullivan". The signature is written in a cursive, slightly slanted style.

David S. Sullivan
Tax Administrator

Enclosure

cc: Rosemary Booth Gallogly
Gerald Aubin, Director, Division of Lotteries

RHODE ISLAND DIVISION OF TAXATION

METHODOLOGY USED TO CALCULATE FULL-TIME EQUIVALENT ACTIVE EMPLOYEES UNDER R.I. GEN. LAWS § 42-64.5-2 TO DETERMINE COMPLIANCE WITH 6.3 OF THE MASTER CONTRACT BETWEEN THE RHODE ISLAND LOTTERY AND GTECH CORPORATION

Section 6.3 of the Master Contract between the Rhode Island Lottery and GTECH Corporation, provides as follows:

"6.3 · By the end of calendar year 2005, and continuing thereafter during each year of the Term, GTECH will employ within the State on average during the applicable year at least one thousand full time active employees at wage rate levels not less than those defined in Rhode Island General Laws § 42-64.5-2(7)."

R.I. Gen. Laws § 42-64.5-2(7) provides in relevant part as follows:

"(7) "Full-time equivalent active employee" means any employee of an eligible company who: (1) works a minimum of thirty (30) hours per week within the State, or two (2) or more part-time employees whose combined weekly hours equal or exceed thirty (30) hours per week within the State; and (2) earns no less than one hundred fifty percent (150%) of the hourly minimum wage prescribed by Rhode Island law....."

In auditing GTECH's compliance with the full-time equivalent active employee (FTE) requirements of Section 6.3 of the Master Contract at the request of the Rhode Island Lottery, the Division of Taxation ("Division") will use the following audit methodology in calculating the number of FTEs:

1. The Division will examine GTECH's actual payroll records in performing the audit. (The Division will not rely on "scheduled" hours in calculating FTEs.)
2. A GTECH employee who actually worked, or received paid leave for, a minimum of thirty (30) hours per week, and earned not less than one hundred fifty percent (150%) of the hourly minimum wage as prescribed in R.I. Gen. Laws § 42-64.5-2(7) above, will be counted as one (1) FTE.
3. Any employee who is on unpaid leave, who is receiving severance but no longer working for GTECH, who is out of work on temporary disability insurance, or who is receiving workers compensation will not be counted in determining the number of FTEs.)
4. To the extent that an employee works in excess of thirty (30) hours per week, the hours in excess of thirty (30) will not be counted in calculating the number of FTEs.

5. The hours of two (2) or more GTECH employees who worked fewer than thirty (30) per week will be combined to equal an FTE.

6. Where the hours of employees who each work fewer than thirty (30) hours per week are combined to achieve an additional FTE, the combined hours of those employees in excess of thirty (30) hours per week will not be counted to achieve additional FTEs i.e. an employee who worked fewer than thirty (30) hours per week whose hours are combined with another employee who worked fewer than thirty (30) hours will only be counted once as an FTE.

7. The Division will perform the FTE audit so as to maximize to the extent permissible the number of FTEs and minimize the number of hours of employees working fewer than thirty (30) hours that are "lost" after their hours are combined to achieve additional FTEs.

EMPLOYMENT OBLIGATION AGREEMENT

THIS EMPLOYMENT OBLIGATION AGREEMENT (this "Agreement") is made and entered into as of the 31st day of July, 2014 by and between the **STATE LOTTERY DIVISION OF THE STATE OF RHODE ISLAND DEPARTMENT OF REVENUE**, an agency of the State of Rhode Island (formerly the State Lottery Division of the State of Rhode Island Department of Administration and successor-in-interest to the Rhode Island Lottery, a Rhode Island state agency) having a mailing address of 1425 Pontiac Avenue, Cranston, Rhode Island 02920 (the "Division"), and **GTECH CORPORATION**, a Delaware corporation having a mailing address of GTECH Center, 10 Memorial Boulevard, Providence, Rhode Island 02903-1125 ("GTECH").

WITNESSETH:

WHEREAS, the Division and GTECH are parties to that certain Master Contract dated as of May 12, 2003 (the "Original Master Contract"); as modified by a letter dated November 3, 2003 from the Division to GTECH; as modified by a Waiver and Release Agreement dated as of May 5, 2005 by GTECH in favor of the Division; as amended by a First Amendment to Master Contract dated as of July 31, 2006 by and between the Division and GTECH; as modified by a letter dated August 30, 2007 from GTECH to the Division; as modified by a letter agreement dated September 28, 2007 by GTECH and the Division; as modified by a waiver letter dated December 18, 2007 by GTECH to the Division; as amended by a Second Amendment to Master Contract dated as of July 14, 2008 (as amended by a Letter Agreement Amendment with respect to Second Amendment to Master Contract dated May 10, 2010); as modified by a letter agreement dated August 27, 2008; as amended by a Third Amendment to Master Contract dated as of August 15, 2009; as amended by a Fourth Amendment to Master Contract dated as of April 26, 2011; as modified by a Letter Agreement dated November 20, 2012; as modified by a Letter Agreement dated March 28, 2013; and as amended by a Fifth Amendment to Master Contract dated as of the date hereof (the Original Master Contract, as modified and amended, is referred to herein as the "Master Contract"); and

WHEREAS, at the request of the Division, the Rhode Island Division of Taxation (the "Taxation Division") audited GTECH's compliance with its obligations under Section 6.3 of the Master Contract for calendar years 2010, 2011 and 2012, concluded that GTECH had complied with its obligations under Section 6.3 of the Master Contract for calendar years 2010 and 2011 but had not complied with its obligations under Section 6.3 of the Master Contract for calendar year 2012 and reported its conclusions to the Division; and

WHEREAS, GTECH has disputed (a) the methodology used by the Taxation Division to audit GTECH's compliance with its obligations under Section 6.3 of the Master Contract for calendar years 2010, 2011 and 2012 and (b) the Taxation Division's conclusion that GTECH has not complied with its obligations under Section 6.3 of the Master Contract for calendar year 2012; and

WHEREAS, the Taxation Division has not audited GTECH's compliance with its obligations under Section 6.3 of the Master Contract for calendar year 2013; and

WHEREAS, to resolve the dispute that has arisen between the Division and GTECH with respect to GTECH's compliance with its obligations under Section 6.3 of the Master Contract for calendar year 2012 and avoid a dispute occurring between the Division and GTECH with respect to GTECH's compliance with its obligations under Section 6.3 of the Master Contract for calendar year 2013, the parties have agreed to enter into this Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Division and GTECH agree that GTECH has complied with its obligations under Section 6.3 of the Master Contract for calendar years 2010 and 2011.

2. For calendar years 2014 and thereafter, GTECH acknowledges that, in conducting audits at the request of the Division, the Taxation Division and each other person or agency or instrumentality of the State appointed by the Division to audit GTECH's compliance with its obligations under Section 6.3 of the Master Contract (the "Employment Auditor"), will use the following methodology to audit GTECH's compliance with its obligation under Section 6.3 of the Master Contract:

a. The Employment Auditor will use GTECH's actual payroll records for each calendar year.

b. The Employment Auditor will treat employees employed by all subsidiaries of GTECH S.p.A. in Rhode Island as employees.

c. The Employment Auditor will treat employees on paid leaves of absence as active employees.

d. The Employment Auditor will not treat employees on unpaid leaves of absence, employees receiving severance or employees who are out of work and receiving temporary disability insurance or workers compensation as active employees.

e. The Employment Auditor will not treat employees who are paid less than 150% of the minimum wage in effect from time to time pursuant to Rhode Island General Laws § 28-12-3 as employees.

f. For each weekly, bi-weekly and monthly pay period during a calendar year, the Employment Auditor will categorize each employee based on the frequency such employee is paid and use the total hours paid recorded in GTECH's actual payroll records for the applicable pay period to determine whether each employee is a full-time or part-time employee for such pay period.

(i) Weekly Pay Periods. If the total hours paid recorded for an employee who is paid weekly (a "Weekly Employee") for a weekly pay period is greater than or equal to 30, then the Employment Auditor will consider such

Weekly Employee to be an actual full-time Weekly Employee for such weekly pay period. If the total hours paid recorded for a Weekly Employee for a weekly pay period is less than 30, then the Employment Auditor will consider such Weekly Employee to be a part-time Weekly Employee for such weekly pay period. The total hours paid recorded for each part-time Weekly Employees for such weekly pay period shall be assigned to a set in such a way that the number of sets in which the sum of the total hours paid assigned to such set is greater than or equal to 30 is maximized. The number of such sets shall be the full-time equivalent of the part-time Weekly Employees for such weekly pay period. The sum of the number of actual full-time Weekly Employees and the full-time equivalent of the part-time Weekly Employees shall be the number of full-time Weekly Employees for such weekly pay period. The quotient of the number of full-time Weekly Employees for the 52 weekly pay periods in a calendar year and 52 shall be the full-time Weekly Employee contribution for such calendar year.

(ii) Bi-Weekly Pay Periods. If the total hours paid recorded for an employee who is paid bi-weekly (a "Bi-Weekly Employee") for a bi-weekly pay period is greater than or equal to 60, then the Employment Auditor will consider such Bi-Weekly Employee to be an actual full-time Bi-Weekly Employee for such bi-weekly pay period. If the total hours paid recorded for a Bi-Weekly Employee for a bi-weekly pay period is less than 60, then the Employment Auditor will consider such Bi-Weekly Employee to be a part-time Bi-Weekly Employee for such bi-weekly pay period. The total hours paid recorded for each part-time Bi-Weekly Employees for such weekly pay period shall be assigned to a set in such a way that the number of sets in which the sum of the total hours paid assigned to such set is greater than or equal to 60 is maximized. The number of such sets shall be the full-time equivalent of the part-time Bi-Weekly Employees for such bi-weekly pay period. The sum of the number of actual full-time Bi-Weekly Employees and the full-time equivalent of the part-time Bi-Weekly Employees shall be the number of full-time Bi-Weekly Employees for such bi-weekly pay period. The quotient of the number of full-time Bi-Weekly Employees for the 26 bi-weekly pay periods in a calendar year and 26 shall be the full-time Bi-Weekly Employee contribution for such calendar year.

(iii) Monthly Pay Periods. If the total hours paid recorded for an employee who is paid monthly (a "Monthly Employee") for a monthly pay period is greater than or equal to 130, then the Employment Auditor will consider such Monthly Employee to be an actual full-time Monthly Employee for such monthly pay period. If the total hours paid recorded for a Monthly Employee for a monthly pay period is less than 130, then the Employment Auditor will consider such Monthly Employee to be a part-time Monthly Employee for such monthly pay period. The total hours paid recorded for each part-time Monthly Employees for such monthly pay period shall be assigned to a set in such a way that the number of sets in which the sum of the total hours paid assigned to such set is greater than or equal to 130 is maximized. The number of such sets shall be the full-time equivalent of the part-time Monthly Employees for such monthly pay

period. The sum of the number of actual full-time Monthly Employees and the full-time equivalent of the part-time Monthly Employees shall be the number of full-time Monthly Employees for such monthly pay period. The quotient of the number of full-time Monthly Employees for the 12 monthly pay periods in a calendar year and 12 shall be the full-time Monthly Employee contribution for such calendar year.

g. The sum of the full-time Weekly Employee contribution, the full-time Bi-Weekly Employee contribution and the full-time Monthly Employee contribution for a calendar year shall be the number of full-time employees for such calendar year.

3. In light of the Taxation Division's conclusion with respect to GTECH's compliance with its obligations under Section 6.3 of the Master Contract for calendar year 2012, GTECH acknowledges that if the Taxation Division were to audit GTECH's compliance with its obligations under Section 6.3 of the Master Contract for calendar year 2013 using the methodology described in Section 2, the Taxation Division would likely conclude that GTECH had not complied with its obligations under Section 6.3 of the Master Contract for calendar year 2013 and GTECH would dispute the Taxation Division's methodology and the Taxation Division's conclusion. Therefore, to resolve any dispute with respect to GTECH's compliance with its obligations under Section 6.3 of the Master Contract for calendar years 2012 and 2013, GTECH agrees to pay to the Division the sum of Eighty-two Thousand Five Hundred Sixty Dollars (\$82,560) on or before the date which is fifteen (15) days following the date this Agreement has been executed and delivered by the parties.

4. The Division waives any and all rights, remedies, claims and causes of action, whether sounding in contract, tort or otherwise, against GTECH arising from Section 6.3 of the Master Contract through December 31, 2013.

5. The method used to establish the amount payable by GTECH pursuant to Section 3 will not necessarily be the method used to establish any amount payable by GTECH if GTECH does not comply with its obligations under Section 6.3 of the Master Contract for calendar year 2014 or subsequent years.

6. Nothing herein shall be deemed to be a waiver of either party's rights or obligations under Section 6.3 of the Master Contract for calendar year 2014 and thereafter.

7. Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract. This Agreement may be executed by the parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of the signature page of this Agreement executed on behalf of such party in .pdf format shall have the same force and effect as such party's delivery of an original of the signature page of this Agreement executed on behalf of such party.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

GTECH CORPORATION

Date: July 31, 2014

By Robert K. Vincent
Robert K. Vincent,
Senior Vice President of Human
Resources and Public Affairs

**STATE LOTTERY DIVISION OF THE
STATE OF RHODE ISLAND
DEPARTMENT OF REVENUE**

Date: July 31, 2014

By Gerald S. Aubin
Gerald S. Aubin,
Director

SIXTH AMENDMENT TO MASTER CONTRACT

THIS SIXTH AMENDMENT TO MASTER CONTRACT (this "Amendment Agreement") is made and entered into as of the 30th day of June, 2016 (the "Amendment Effective Date") by and between the **STATE LOTTERY DIVISION OF THE STATE OF RHODE ISLAND DEPARTMENT OF REVENUE**, an agency of the State of Rhode Island (formerly the State Lottery Division of the State of Rhode Island Department of Administration and successor-in-interest to the Rhode Island Lottery, a Rhode Island state agency) having a mailing address of 1425 Pontiac Avenue, Cranston, Rhode Island 02920 (the "Division"), and **IGT GLOBAL SOLUTIONS CORPORATION**, a Delaware corporation formerly known as GTECH Corporation having a mailing address of IGT Center, 10 Memorial Boulevard, Providence, Rhode Island 02903-1125 ("IGT").

WITNESSETH:

WHEREAS, the Division and IGT are parties to that certain Master Contract dated as of May 12, 2003 (the "Original Master Contract"); as modified by a letter dated November 3, 2003 from the Division to IGT; as modified by a Waiver and Release Agreement dated as of May 5, 2005 by IGT in favor of the Division; as amended by a First Amendment to Master Contract dated as of July 31, 2006 by and between the Division and IGT; as modified by a letter dated August 30, 2007 from IGT to the Division; as modified by a letter agreement dated September 28, 2007 by IGT and the Division; as modified by a waiver letter dated December 18, 2007 by IGT to the Division; as amended by a Second Amendment to Master Contract dated as of July 14, 2008 (as amended by a Letter Agreement Amendment with respect to Second Amendment to Master Contract dated May 10, 2010); as modified by a letter agreement dated August 27, 2008; as amended by a Third Amendment to Master Contract dated as of August 15, 2009; as amended by a Fourth Amendment to Master Contract dated as of April 26, 2011; as modified by a Letter Agreement dated November 20, 2012; and as modified by a Letter Agreement dated March 28, 2013 and as amended by a Fifth Amendment to Master Contract dated as of July 31, 2014 (the Original Master Contract, as modified and amended, is referred to herein as the "Master Contract"); and

WHEREAS, at the request of the Division, the Rhode Island Division of Taxation (the "Taxation Division") audited IGT's compliance with its obligations under Section 6.3 of the Master Contract for calendar years 2014 and 2015; and

WHEREAS, the Taxation Division concluded that IGT had not complied with its obligations under Section 6.3 of the Master Contract for calendar years 2014 and 2015 and reported its conclusions to the Division; and

WHEREAS, the parties hereto desire to amend the Master Contract and document certain other matters as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Party and Name Changes.

(a) Division. Each instance of "Lottery" in the Master Contract, the On-Line Lottery Agreement and the VLT Agreement is hereby deleted in its entirety and replaced with "Division" and each instance of "RIL" in the Video Lottery Agreement is hereby deleted in its entirety and replaced with "Division".

(b) IGT. Each instance of "GTECH" in the Master Contract, the On-Line Lottery Agreement, the Video Lottery Agreement and the VLT Agreement is hereby deleted in its entirety and replaced with "IGT".

2. Lottery Products and Services. Section 7.1 of the Master Contract is amended in its entirety to read as follows:

7.1. The "Intangible Asset" consists of the right and license, for the Term:

A. to be the Division's exclusive provider of information technology hardware, software and related goods and services pertaining to (i) the design, development, implementation and/or operation of video lottery central communications systems, (ii) the design, development, implementation, operation or sale of On-Line Games, and (iii) the processing of On-Line Game wagers and Video Lottery Games (such information technology hardware, software and related services are hereinafter collectively referred to as the "Lottery Products and/or Services"); and

B. to have the rights with respect to the supply of Video Lottery Terminals and other gaming machines, pursuant to Section 10.

3. Instant Ticket Services. Contemporaneously with the execution and delivery of this Amendment Agreement and pursuant to the right of first refusal granted by the Division to IGT under Section 7.4 of the Master Contract, the parties are executing and delivering an Instant Ticket Agreement dated the date hereof (the "Instant Ticket Agreement") pursuant to which IGT will provide instant ticket services to the Division for the period commencing on July 1, 2016 and expiring on June 30, 2023 (the "Expiration Date").

4. Website and Related Services. Pursuant to Section 7.4 of the Master Contract, the Division granted to IGT a right of first refusal with respect to opportunities to be the exclusive provider of Lottery Products and/or Services (including website and related services) to the Division. The parties agree to negotiate in good faith, execute and deliver a contract (the "Website Services Contract") pursuant to which IGT will provide website and related services to the Division for the period commencing on the date agreed to by the parties and expiring on the Expiration Date.

5. Employment Obligation. In consideration of IGT's agreement (a) to perform the Courier Service (as defined in the Instant Ticket Agreement) and provide four (4) instant game licensed properties pursuant to Section 7.A of the Instant Ticket Agreement at no additional cost

and (b) to not charge an upfront fee under the Website Services Contract, the Division waives any and all rights, remedies, claims and causes of action, whether sounding in contract, tort or otherwise, against IGT arising from Section 6.3 of the Master Contract from January 1, 2014 through December 31, 2017.


6. Miscellaneous. Except as modified hereby, the Master Contract and all other amendments and modifications thereof shall remain in full force and effect and are hereby ratified and confirmed. This Amendment Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A party's delivery of the signature page of this Amendment Agreement executed on behalf of such party in .pdf format shall have the same force and effect as such party's delivery of an original of the signature page of this Amendment Agreement executed on behalf of such party.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be duly executed as of the Amendment Effective Date.


STATE LOTTERY DIVISION OF THE
STATE OF RHODE ISLAND
DEPARTMENT OF REVENUE

Date: June 30, 2016

By 
Gerald S. Aubin,
Director

IGT GLOBAL SOLUTIONS
CORPORATION

Date: ~~June 30,~~ July 1,
2016

By 
Print Name Joseph S. Gendron
Title Senior Vice President-
WLA North America



August 4, 2017

Mr. Gerald S. Aubin
Director
State Lottery Division of the State of
Rhode Island Department of Revenue
1425 Pontiac Avenue
Cranston, RI 02920

Re: Master Contract

Dear Gerry:

Per your request, I am providing you with an update regarding IGT's efforts to comply with its employment obligation under the Master Contract for calendar year 2018.

I am pleased to report that IGT has made significant progress in increasing the number of FTEs it employs in Rhode Island. We are reasonably confident that, as a result of several hiring and relocation initiatives and notwithstanding certain cost reduction actions, IGT expects to comply with its obligation to employ an average of 1,000 FTEs in Rhode Island during 2018.

I thought you should also know that in IGT's last employment certification under the Development Agreement between IGT and the Rhode Island Commerce Corporation, IGT certified to the Rhode Island Commerce Corporation that IGT had an average of 1,040.1 FTEs (as defined in the Development Agreement) in the State of Rhode Island during the six (6) month period ending April 30, 2017.

Please note that the difficulty in attracting qualified technical resources to the Providence market IGT was experiencing which IGT noted to the Department of Revenue when IGT and the State were negotiating the terms of the Sixth Amendment to Master Contract continues. IGT has also had difficulty in attracting qualified finance and accounting resources to the Providence market (which has been increasingly important to IGT since its parent became subject to the requirements of the Sarbanes-Oxley Act in 2016).

Please feel free to contact me at any time if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael R. Chambrello", is written over a faint, light blue circular stamp or watermark.

Michael R. Chambrello

cc: Mr. Robert S. Hull, Director, Rhode Island Department of Revenue
Mr. Joseph S. Gendron, IGT



July 15, 2019

VIA EMAIL AND U.S. MAIL

Mr. Gerald S. Aubin
Director
State Lottery Division
Rhode Island Department of Revenue
1425 Pontiac Avenue
Cranston, RI 02920

Re: Master Contract Section 6.4 Certification – Calendar Year 2018

Dear Mr. Aubin:

Enclosed is a certification letter dated July 15, 2019 from IGT to the Division pursuant to Section 6.4 of the Master Contract for calendar year 2018.

Please contact me at (401) 392-7479 with any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Robert A. Arena", with a horizontal line extending to the right.

Robert A. Arena
Deputy General Counsel

Enclosure

cc: Marilyn McConaghy, Esq. (w/encl.) (via email)
Mario Di Loreto (w/encl.) (via email)
Victoria Armstrong (w/encl.) (via email)
Joseph Gendron (w/encl.) (via email)
Matthew Cedor (w/encl.) (via email)
Trevor Hayden (w/encl.) (via email)
Michael P. Mello (w/encl.) (via email)



July 15, 2019

State Lottery Division
Rhode Island Department of Revenue
1425 Pontiac Avenue
Cranston, RI 02920
Attention: Mr. Gerald S. Aubin, Director

Re: Master Contract Section 6.4 Certification – Calendar Year 2018

Ladies and Gentlemen:

Reference is hereby made to that certain Master Contract dated as of May 12, 2003 by and between the State Lottery Division of the State of Rhode Island Department of Revenue, an agency of the State of Rhode Island (formerly the State Lottery Division of the State of Rhode Island Department of Administration and successor-in-interest to the Rhode Island Lottery, a Rhode Island state agency) (the "Division"), and IGT Global Solutions Corporation, a Delaware corporation formerly known as GTECH Corporation ("IGT"), as modified and amended from time to time (the "Master Contract").

Pursuant to Section 6.4 of the Master Contract, IGT hereby certifies to the Division that IGT has complied with its obligation under Section 6.3 of the Master Contract with respect to calendar year 2018.

Please contact the undersigned with any questions.

Very truly yours,

IGT GLOBAL SOLUTIONS CORPORATION

By

A handwritten signature in black ink, appearing to read "Mario Di Loreto", is written over a horizontal line.

Mario Di Loreto,
Executive Vice President, People & Transformation



4

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903
Telephone 401 392-1000
Fax 401 392-0391
July 16, 2007

Rhode Island Economic Development Corporation
One West Exchange Street
Providence, RI 02903
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – November 30, 2006

Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,104.0 FTEs in the State of Rhode Island during the six (6) month period ending November 30, 2006 (exclusive of FTEs employed by several Affiliates which have not reported employment information to GTECH).

Very truly yours,

GTECH CORPORATION

By Walter G. DeSocio
Walter G. DeSocio,
Senior Vice President and General Counsel



GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903
Telephone 401 392-1000
Fax 401 392-0391
July 16, 2007

Rhode Island Economic Development Corporation
One West Exchange Street
Providence, RI 02903
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – April 30, 2007

Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,034.7 FTEs in the State of Rhode Island during the six (6) month period ending April 30, 2007 (exclusive of FTEs employed by several Affiliates which have not reported employment information to GTECH).

Very truly yours,

GTECH CORPORATION

By Walter G. DeSocio
Walter G. DeSocio,
Senior Vice President and General Counsel



GTECH®

Architects of Gaming

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000

February 22, 2008

Rhode Island Economic Development Corporation
One West Exchange Street
Providence, RI 02903
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – October 31, 2007

Ladies and Gentlemen:

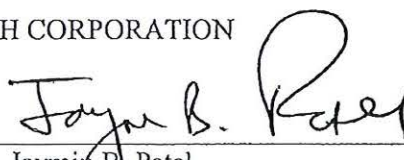
Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,158.2 FTEs in the State of Rhode Island during the six (6) month period ending October 31, 2007.

Very truly yours,

GTECH CORPORATION

By


Jaymin B. Patel,
President and Chief Executive Officer



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Architects of Gaming

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000
Fax 401 392-0391

December 15, 2008

Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – April 30, 2008


Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,107.7 FTEs in the State of Rhode Island during the six (6) month period ending April 30, 2008.

Very truly yours,

GTECH CORPORATION

By 
Sheri L. Southern,
Senior Vice President, Human Resources



GTECH®
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GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000
Fax 401 392-0391

December 15, 2008

Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – October 31, 2008


Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,264.6 FTEs in the State of Rhode Island during the six (6) month period ending October 31, 2008.

Very truly yours,

GTECH CORPORATION

By 

Sheri L. Southern,
Senior Vice President, Human Resources



GTECH®
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GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903
Telephone 401 392-1000
Fax 401 392-0391

June 10, 2009

VIA EMAIL AND U.S. MAIL

Mr. J. Michael Saul
Interim Executive Director
Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908

Re: Development Agreement Section 5.5 Certification for the Six Month Period Ending
April 30, 2009

Dear Mr. Saul:

Enclosed is a certification letter dated June 10, 2009 from GTECH to the EDC pursuant to Section 5.5 of the Development Agreement for the six-month period ending April 30, 2009.

Please contact me at (401) 392-7479 with any questions.

Very truly yours,

Robert A. Arena
Assistant General Counsel

Enclosure

cc: Robert I. Stolzman, Esq. (w/encl.) (via email)
Sheri L. Southern (w/encl.) (via email)



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Architects of Gaming

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903
Telephone 401 392-1000
Fax 401 392-0391

June 10, 2009

Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – April 30, 2009


Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,149.2 FTEs in the State of Rhode Island during the six (6) month period ending April 30, 2009.

Very truly yours,

GTECH CORPORATION

By 

Sheri L. Southern,
Senior Vice President, Human Resources



GTECH[®]
Architects of Gaming

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000
Fax 401 392-0391

November 17, 2009

NOV 23 2009

Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – October 31, 2009

Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,197.2 FTEs in the State of Rhode Island during the six (6) month period ending October 31, 2009.

Very truly yours,

GTECH CORPORATION

By 

Sheri L. Southern,
Senior Vice President, Human Resources



GTECH[®]
Architects of Gaming

Michael K. Prescott
Senior Vice President &
General Counsel

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-7605
Email: michael.prescott@gtech.com

January 5, 2011

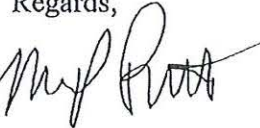
Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – April 30, 2010

To Whom It May Concern:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,129.2 FTEs in the State of Rhode Island during the six (6) month period ending April 30, 2010.

Regards,




GTECH[®]
Architects of Gaming

Michael K. Prescott
Senior Vice President &
General Counsel

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-7605
Email: michael.prescott@gtech.com

January 5, 2011

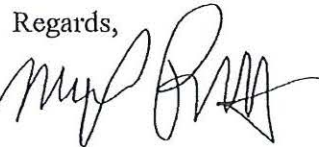
Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – October 31, 2010

To Whom It May Concern:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,103.0 FTEs in the State of Rhode Island during the six (6) month period ending October 31, 2010.

Regards,




GTECH[®]
Architects of Gaming

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000

June 6, 2011

Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – April 30, 2011

Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,073.9 FTEs in the State of Rhode Island during the six (6) month period ending April 30, 2011.

Very truly yours,

GTECH CORPORATION

By _____

Arrigo Bodda,
Senior Vice President, Human Resources



GTECH[®]
Architects of Gaming

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000

December 19, 2011

VIA EMAIL AND U.S. MAIL

Mr. Keith W. Stokes
Executive Director
Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908

Re: Development Agreement Section 5.5 Certification for the Six Month Period Ending
October 31, 2011

Dear Director Stokes:

Enclosed is a certification letter dated June 6, 2011 from GTECH to the EDC pursuant to Section 5.5 of the Development Agreement for the six (6) month period ending October 31, 2011.

Please contact me at (401) 392-7479 with any questions.

Very truly yours,

Robert A. Arena
General Counsel, Spielo International

Enclosure

cc: Robert I. Stolzman, Esq. (w/encl.) (via email)
Arrigo Bodda (w/encl.) (via email)



GTECH®
Architects of Gaming

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000

December 19, 2011

Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – October 31, 2011

Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,109.4 FTEs in the State of Rhode Island during the six (6) month period ending October 31, 2011.

Very truly yours,

GTECH CORPORATION

By _____

Arrigo Bodda,
Senior Vice President, Human Resources



GTECH®
Architects of Gaming

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000

June 4, 2012

Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – April 30, 2012

Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,027.4 FTEs in the State of Rhode Island during the six (6) month period ending April 30, 2012.

Very truly yours,

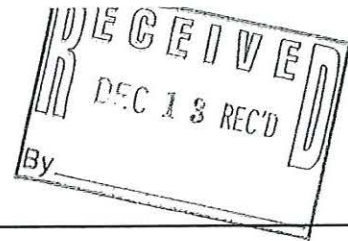
GTECH CORPORATION

By _____

Arrigo Bodda,
Senior Vice President, Human Resources



GTECH®
Architects of Gaming



GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000

December 10, 2012

Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – October 31, 2012

Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,084.0 FTEs in the State of Rhode Island during the six (6) month period ending October 31, 2012.

Very truly yours,

GTECH CORPORATION

By _____

Arrigo Bodda,
Senior Vice President, Human Resources



GTECH[®]
Architects of Gaming

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000

July 12, 2013

Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – April 30, 2013

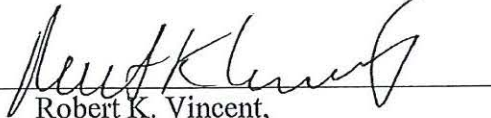
Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,057.6 FTEs in the State of Rhode Island during the six (6) month period ending April 30, 2013.

Very truly yours,

GTECH CORPORATION

By 
Robert K. Vincent,
Senior Vice President, Corporate Affairs



GTECH[®]
Architects of Gaming

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903 USA
Telephone 401 392-1000

December 12, 2013

Rhode Island Economic Development Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: Executive Director

Re: Development Agreement Section 5.5 Certification – October 31, 2013

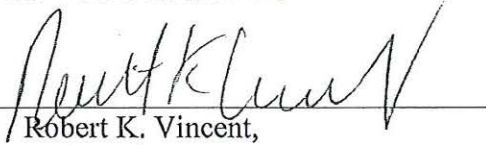
Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the EDC that GTECH and its Affiliates had an average of 1,081.7 FTEs in the State of Rhode Island during the six (6) month period ending October 31, 2013.

Very truly yours,

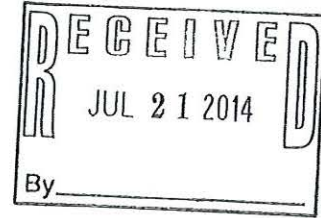
GTECH CORPORATION

By 
Robert K. Vincent,
Senior Vice President, Corporate Affairs



July 17, 2014

Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: Executive Director



Re: Development Agreement Section 5.5 Certification – April 30, 2014

Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Commerce Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island formerly known as the Rhode Island Economic Development Corporation (the "Commerce Corporation"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the Commerce Corporation that GTECH and its Affiliates had an average of 1,035.5 FTEs in the State of Rhode Island during the six (6) month period ending April 30, 2014.

Very truly yours,

GTECH CORPORATION

By 

Robert K. Vincent,
Senior Vice President, Corporate Affairs



August 20, 2015

Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: President and Chief Operating Officer

Re: Development Agreement Section 5.5 Certification – October 31, 2014

Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Commerce Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island formerly known as the Rhode Island Economic Development Corporation (the "Commerce Corporation"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the Commerce Corporation that GTECH and its Affiliates had an average of 1,063.2 FTEs in the State of Rhode Island during the six (6) month period ending October 31, 2014.

Very truly yours,

GTECH CORPORATION

By Robert K. Vincent

Robert K. Vincent,
Senior Vice President of Human Resources
and Public Affairs



August 20, 2015

Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: President and Chief Operating Officer

Re: Development Agreement Section 5.5 Certification – April 30, 2015

Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Commerce Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island formerly known as the Rhode Island Economic Development Corporation (the "Commerce Corporation"), and GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, GTECH hereby certifies to the Commerce Corporation that GTECH and its Affiliates had an average of 1,021.4 FTEs in the State of Rhode Island during the six (6) month period ending April 30, 2015.

Very truly yours,

GTECH CORPORATION

By Robert K. Vincent

Robert K. Vincent,
Senior Vice President of Human Resources
and Public Affairs



August 8, 2016

Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: President

Re: Development Agreement Section 5.5 Certification – October 31, 2015

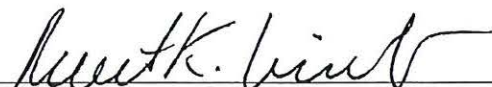
Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Commerce Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island formerly known as the Rhode Island Economic Development Corporation (the "Commerce Corporation"), and IGT Global Solutions Corporation, a Delaware corporation formerly known as GTECH Corporation ("IGT"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, IGT hereby certifies to the Commerce Corporation that IGT and its Affiliates had an average of 1,024.5 FTEs in the State of Rhode Island during the six (6) month period ending October 31, 2015.

Very truly yours,

IGT GLOBAL SOLUTIONS CORPORATION

By 
Robert K. Vincent,
Executive Vice President for Administrative
Services and External Relations



August 8, 2016

Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: President

Re: Development Agreement Section 5.5 Certification – April 30, 2016


Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Commerce Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island formerly known as the Rhode Island Economic Development Corporation (the "Commerce Corporation"), and IGT Global Solutions Corporation, a Delaware corporation formerly known as GTECH Corporation ("IGT"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, IGT hereby certifies to the Commerce Corporation that IGT and its Affiliates had an average of 1,004.2 FTEs in the State of Rhode Island during the six (6) month period ending April 30, 2016.

Very truly yours,

IGT GLOBAL SOLUTIONS CORPORATION

By 
Robert K. Vincent,
Executive Vice President for Administrative
Services and External Relations



January 12, 2017

Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: President

Re: Development Agreement Section 5.5 Certification – October 31, 2016

Ladies and Gentlemen:


Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Commerce Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island formerly known as the Rhode Island Economic Development Corporation (the "Commerce Corporation"), and IGT Global Solutions Corporation, a Delaware corporation formerly known as GTECH Corporation ("IGT"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, IGT hereby certifies to the Commerce Corporation that IGT and its Affiliates had an average of 1,044.4 FTEs in the State of Rhode Island during the six (6) month period ending October 31, 2016.

Very truly yours,

IGT GLOBAL SOLUTIONS CORPORATION

By



Mario Di Loreto,
Executive Vice President - Human
Resources, Organization & Transformation



June 22, 2017

Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: President

Re: Development Agreement Section 5.5 Certification – April 30, 2017


Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Commerce Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island formerly known as the Rhode Island Economic Development Corporation (the "Commerce Corporation"), and IGT Global Solutions Corporation, a Delaware corporation formerly known as GTECH Corporation ("IGT"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, IGT hereby certifies to the Commerce Corporation that IGT and its Affiliates had an average of 1,040.1 FTEs in the State of Rhode Island during the six (6) month period ending April 30, 2017.

Very truly yours,

IGT GLOBAL SOLUTIONS CORPORATION

By 

Mario Di Loreto,
Executive Vice President - Human
Resources, Organization & Transformation



November 16, 2017

Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: President

Re: Development Agreement Section 5.5 Certification – October 31, 2017


Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Commerce Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island formerly known as the Rhode Island Economic Development Corporation (the "Commerce Corporation"), and IGT Global Solutions Corporation, a Delaware corporation formerly known as GTECH Corporation ("IGT"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, IGT hereby certifies to the Commerce Corporation that IGT and its Affiliates had an average of 1,112.6 FTEs in the State of Rhode Island during the six (6) month period ending October 31, 2017.

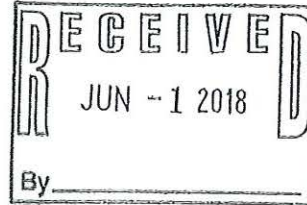
Very truly yours,

IGT GLOBAL SOLUTIONS CORPORATION

By 
Mario Di Loreto,
Executive Vice President - Human
Resources, Organization & Transformation



May 30, 2018



Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: President

Re: Development Agreement Section 5.5 Certification – April 30, 2018


Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Commerce Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island formerly known as the Rhode Island Economic Development Corporation (the "Commerce Corporation"), and IGT Global Solutions Corporation, a Delaware corporation formerly known as GTECH Corporation ("IGT"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, IGT hereby certifies to the Commerce Corporation that IGT and its Affiliates had an average of 1,131.2 FTEs in the State of Rhode Island during the six (6) month period ending April 30, 2018.

Very truly yours,

IGT GLOBAL SOLUTIONS CORPORATION

By 
Mario Di Loreto,
Executive Vice President - Human
Resources, Organization and Transformation



February 6, 2019

VIA EMAIL AND U.S. MAIL

Mr. Jesse Saglio
President
Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908

Re: Development Agreement Certification

Dear Mr. Saglio:

Enclosed is the certification letter dated February 4, 2019 from IGT to the Commerce Corporation pursuant to Section 5.5 of the Development Agreement for the six (6) month period ending October 31, 2018.

Please contact me at (401) 392-7479 with any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Robert A. Arena", is written over a horizontal line.

Robert A. Arena
Deputy General Counsel

Enclosures

cc: Mario Di Loreto (w/encl.) (via email)
Victoria Armstrong (w/encl.) (via email)
Michael S. Walker (w/encl.) (via email)



February 4, 2019

Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: President

Re: Development Agreement Section 5.5 Certification – October 31, 2018

Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Commerce Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island formerly known as the Rhode Island Economic Development Corporation (the "Commerce Corporation"), and IGT Global Solutions Corporation, a Delaware corporation formerly known as GTECH Corporation ("IGT"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.

Pursuant to Section 5.5(b) of the Development Agreement, IGT hereby certifies to the Commerce Corporation that IGT and its Affiliates had an average of 1,165.3 FTEs in the State of Rhode Island during the six (6) month period ending October 31, 2018.

Very truly yours,

IGT GLOBAL SOLUTIONS CORPORATION

By  _____

Mario Di Loreto,
Executive Vice President, People and
Transformation



July 9, 2019

VIA EMAIL AND U.S. MAIL

Mr. Jesse Saglio
President
Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908

Re: Development Agreement Certification

Dear Mr. Saglio:

Enclosed are the following certifications to the Commerce Corporation:

1. Certification letter dated June 28, 2019 from IGT to the Commerce Corporation pursuant to Section 5.5 of the Development Agreement for the six (6) month period ending April 30, 2019; and
2. Certification letter dated June 17, 2019 from IGT to the Commerce Corporation pursuant to Section 5.6 of the Development Agreement for 2018.

Please contact me at (401) 392-7479 with any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "R. Arena", is written over a light blue horizontal line.

Robert A. Arena
Deputy General Counsel

Enclosures

cc: Mario Di Loreto (w/encl.) (via email)
Victoria Armstrong (w/encl.) (via email)
Joseph Gendron (w/encl.) (via email)
Michael Mellio (w/encl.) (via email)
Tracy Hawkins (v/encl.) (via email)
Cindy Poirier (w/encl.) (via email)
Michael S. Walker (w/encl.) (via email)



June 28, 2019

Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: President

Re: Development Agreement Section 5.5 Certification – April 30, 2019

Ladies and Gentlemen:

Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Commerce Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island formerly known as the Rhode Island Economic Development Corporation (the "Commerce Corporation"), and IGT Global Solutions Corporation, a Delaware corporation formerly known as GTECH Corporation ("IGT"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Development Agreement.


Pursuant to Section 5.5(b) of the Development Agreement, IGT hereby certifies to the Commerce Corporation that IGT and its Affiliates had an average of 1,113.7 FTEs in the State of Rhode Island during the six (6) month period ending April 30, 2019.

IGT hereby notifies the Commerce Corporation that because of a double-counting issue (which has been addressed), the FTE totals for the six (6) month periods ending April 30, 2017, October 31, 2017, April 30, 2018 and October 31, 2018 certified by IGT were incorrect. Following are the corrected FTE totals for such periods:

Six Month Periods Ending	FTEs
April 30, 2017	1,025.7
October 31, 2017	1,078.7
April 30, 2018	1,096.5
October 31, 2018	1,126.8

Very truly yours,

IGT GLOBAL SOLUTIONS CORPORATION

By 
Mario Di Loreto,
Executive Vice President, People &
Transformation



June 17, 2019

Rhode Island Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attention: President

Re: Development Agreement Section 5.6 Certification - 2018

Ladies & Gentlemen:

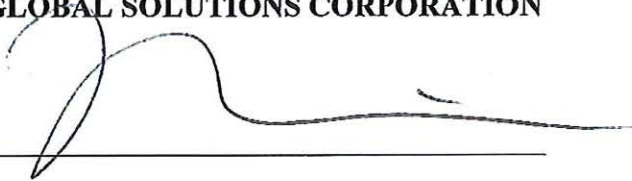
Reference is hereby made to that certain Development Agreement dated as of January 1, 2005 (the "Development Agreement") by and between the Rhode Island Commerce Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island formerly known as the Rhode Island Economic Development Corporation (the "Commerce Corporation"), and IGT Global Solutions Corporation, a Delaware corporation formerly known as GTECH Corporation ("IGT"). Capitalized terms used but not defined herein shall have the meanings give such terms in the Development Agreement.

Pursuant to Section 5.6 of the Development Agreement, IGT hereby certifies to the Commerce Corporation that IGT did not receive any Sales Tax refunds under the Development Agreement for calendar year 2018.

Very Truly Yours,

IGT GLOBAL SOLUTIONS CORPORATION

By _____


Tracy Hawkins,
Vice President, Tax