

Response to Request #3

MASTER CONTRACT

by and between the

Rhode Island Lottery

and

GTECH Corporation

Dated May 12, 2003

7-15-04 GCU

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MASTER CONTRACT

This Master Contract (this "Agreement") is made as of May 12, 2003, by and between the Rhode Island Lottery (the "RIL"), an agency of the State of Rhode Island, with its principal address at 1425 Pontiac Avenue, Cranston, Rhode Island 02920, and GTECH Corporation ("GTECH"), a Delaware corporation with its corporate headquarters at 55 Technology Way, West Greenwich, Rhode Island 02817. Among other things, this Agreement amends the "Video Lottery Agreement," the "On-Line Lottery Agreement" and the "VLT Agreement," as those terms are defined below.

WITNESSETH

WHEREAS, the RIL is established to conduct a lottery in the State of Rhode Island for the benefit of the State and its residents;

WHEREAS, GTECH is a world leading provider of lottery-related goods and services, serving over one-half the state lotteries in the United States and lotteries in six continents;

WHEREAS, GTECH currently maintains its corporate headquarters and its primary manufacturing facilities in the State, and is one of the State's major employers;

WHEREAS, GTECH has determined to expand its manufacturing operations in its West Greenwich, Rhode Island facility, and must therefore decide upon a location for a new corporate headquarters;

WHEREAS, after discussions with the RIL and the State, GTECH has decided not to pursue attractive expressions of interest from lottery authorities in other states and those states, and has determined to keep its corporate headquarters and primary manufacturing facility in Rhode Island, in consideration of the benefits to be realized by GTECH under this Agreement;

WHEREAS, after discussions with GTECH, the RIL has reached this Agreement with GTECH in consideration of the benefits to be realized by the RIL and the State under this Agreement, among them, an expected increase in lottery revenues, thereby increasing the funds available to the State and its residents, and the retention of jobs in the State by reason of GTECH's keeping its corporate headquarters and primary manufacturing facility in Rhode Island;

WHEREAS, as more specifically set forth below, in consideration of the RIL's performance of its obligations as set forth in detail hereinbelow, and pursuant to the terms and conditions set forth hereinbelow, GTECH will:

A. Cause a new office building of at least 210,000 square feet to be constructed in the capital center district in the City of Providence, relocate its corporate headquarters to that facility, and maintain its corporate headquarters in the City of Providence throughout the Term of this Agreement;

B. Expand its manufacturing operations in the Town of West Greenwich, Rhode Island;

C. By the end of calendar year 2005, and continuing thereafter during each year of the Term, employ within the State on average during the 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);

D. Purchase from the RIL, for Twelve and one-half Million Dollars (\$12,500,000), the right: (i) to be the RIL's exclusive provider of information technology hardware, software and related services pertaining to (a) the design, development, implementation and/or operation of Video Lottery Central Communications Systems, (b) the design, development, implementation, operation and/or sales of On-Line Games (expressly excluding instant ticket printing), and (c) the processing of On-Line Game wagers and Video Lottery wagers; and (ii) to supply Video Lottery Terminals and other gaming machines, pursuant to Section 10.

E. Provide the following products and services:

(i) By January 1, 2007, replacement of the RIL's existing on-line lottery gaming system with a new, state-of-the-art on-line lottery gaming system utilizing GTECH's Enterprise Series central computer system and satellite (or other state-of-the-art technology) based Internet Protocol ("IP") network;

(ii) By January 1, 2015, replacement of (a) RIL's then-existing on-line lottery central-system hardware (excluding the central system communications hardware to the extent it can continue to be used without impairing the functionality of the replacement system) with new, state-of-the-art on-line lottery central system hardware, and (b) the then-existing on-line lottery terminals and other on-line lottery sales devices (to the extent their failure rates are more than thirty percent (30%) higher than their failure rates were with respect to the first full Agreement Year after their installation) with new, state-of-the-art on-line lottery terminals and other on-line lottery sales devices;

(iii) By January 1, 2010, replacement of the RIL's existing video lottery central communications system;

(iv) Within six months of the Effective Date, replacement of at least one-half of the eight hundred sixty (860) Video Lottery Terminals previously provided by GTECH to the RIL (and installed at the Newport jai alai fronton and at the Lincoln racing track) with new Video Lottery Terminals, and replacement of the remainder of such eight hundred sixty (860) Video Lottery Terminals within one year of the Effective Date. In each case, the existing Video Lottery Terminals shall be replaced with Video Lottery Terminals provided by GTECH from a new source obtained by GTECH through acquisition, contract or otherwise;

(v) By January 1, 2005, and again by January 1, 2015, replacement of one hundred twenty-five (125) of the RIL's existing instant ticket vending machines, with new, on-line enabled devices, including full services route operation;

(vi) Subject to RIL approval in a manner consistent with current RIL policies and procedures, after or in connection with the system replacement described in (i) above, providing an unlimited number of licenses to GTECH's "Lottery Inside™" product and the necessary related printers, to accommodate distribution and expansion of the RIL's lottery products, including expansion into various retail locations not presently selling RIL lottery products;

(vii) Subject to RIL approval in a manner consistent with current RIL policies and procedures, products, licenses and services necessary to Deploy within twelve (12) months after the Effective Date hereof, up to twenty-five (25) GTECH EIL machines, and, pursuant to the parties' discussions and agreement to occur within six (6) months after any such Deployment (and again subject to RIL approval in a manner consistent with current RIL policies and procedures), the Deployment of an agreed number of additional EIL machines, if any, throughout the State;

(viii) Subject to RIL approval in a manner consistent with current RIL policies and procedures, products, licenses and services necessary to implement GTECH's "E-scratch™" game and other agreed-upon new games, to the extent permissible under applicable law; and

(ix) Licenses and services necessary to maintain an optimal mix of monitor games on the RIL's Keno Terminals, including presentation of a new monitor game for possible implementation every twenty-four months after the Effective Date;

WHEREAS, as part of this Agreement, the RIL will permit GTECH to use, and assist and cooperate with GTECH in its use of the RIL's on-line lottery system infrastructure – i.e., the communications network, the retailer points of sale and terminals located therein and the on-line lottery central system – for the processing of commercial services transactions such as telephone airtime cards and mobile telephone airtime replenishments, such use to be pursuant to mutually agreed upon terms and conditions as described more fully herein;

WHEREAS, GTECH has been the RIL's primary provider of on-line lottery goods and services since the lottery's inception, and currently provides on-line lottery and video lottery goods and services under the following agreements:

A. Video Lottery Central Computer System Agreement between GTECH and the RIL dated as of December 20, 2001 (the "Video Lottery Agreement");

B. Video Lottery Terminal Technology Provider License Agreement between GTECH and the RIL dated as of September 28, 2000 (the "VLT Agreement"); and

C. The On-Line Gaming Agreement between GTECH and the RIL dated January 29, 1997 as amended by a First Amendment dated March 16, 1998, a Second Amendment dated July 19, 1999, a Third Amendment dated January 29, 1997, and a Fourth Amendment dated May 14, 2001 (as so amended, the "On-Line Lottery Agreement"); and

WHEREAS, GTECH and the RIL have agreed to amend the Video Lottery Agreement, the VLT Agreement and the On-Line Lottery Agreement so as to conform them to the overall agreement they have reached.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein below, the parties hereby agree as follows.

1. Definitions and Contract Document Order of Preference

1.1. Definitions. The capitalized terms set forth below have the corresponding meanings when used in this Agreement. Other capitalized terms are defined in this Agreement when they are first used.

"Agreement Year" means any twelve-month period beginning on (and including) the Effective Date (or an annual anniversary of the Effective Date) and ending on (and including) the date that is the day prior to the next annual anniversary of the Effective Date.

"Business Day" means a day on which banks in Providence, Rhode Island are open to the general public for regular business, provided such day is not a Saturday or Sunday.

"Deploy" means to install and make operational and available for public use, and "Deployed" means installed and made operational and available for public use.

"Derivative Work" means a work of Intellectual Property based upon one or more preexisting works of Intellectual Property, such as a translation, modification, condensation or enhancement, or any other form in which a preexisting work of Intellectual Property may be recast, transformed, or adapted. In addition, a work consisting of revisions, elaborations or other modifications which, as a whole, represent an original work of Intellectual Property, is a "Derivative Work."

"Documentation" means the user's manual, technical data, diagrams, training materials and other printed instructions pertaining to Software provided by GTECH to the RIL, in the standard form used by GTECH in its business, and any amendments, modifications, corrections and/or updates thereto provided by GTECH to the RIL from time to time.

"Effective Date" has the meaning set forth in Section 2.2, below.

"Efficiency Rating" means, in relation to a supplier of Video Lottery Terminals, during the Evaluation Period, such supplier's Net Terminal Income percentage in relation to its percentage of the total number of Video Lottery Terminals Deployed. A supplier's Efficiency Rating is calculated by determining the percent that the Net Terminal Income generated by the Deployed

Video Lottery Terminals provided by such supplier during the Evaluation Period makes up of the total Net Terminal Income generated by all Deployed Video Lottery Terminals during the Evaluation Period, and dividing such percent by the percent that the number of Deployed Video Lottery Terminals provided by such supplier during the Evaluation Period makes up of the total number of Deployed Video Lottery Terminals during such Evaluation Period. For example, if, with respect to an Evaluation Period, Net Terminal Income generated by Video Lottery Terminals provided by a certain supplier was \$1,769,645, Net Terminal Income generated by all Video Lottery Terminals was \$4,819,234, the number of Deployed Video Lottery Terminals provided by such supplier was 858 and the total number of Deployed Video Lottery Terminals was 2,213, then the supplier's "Efficiency Rating" would be 94.71%, as follows:

$$\frac{\$1,769,645}{\$4,819,234} \div \frac{858}{2,213} = 94.71\%$$

"EIL" means GTECH's Electronic Instant Lottery product as currently deployed by GTECH (i.e., as of the Effective Date of this Agreement).

"Evaluation Period" in regard to calculating an Efficiency Rating, means the first thirteen (13) weeks of the calendar year.

"GTECH" means GTECH Corporation.

"GTECH Business Affiliate" shall mean any corporation, trust, partnership, joint venture or any other form of business entity that (acting jointly with GTECH or at the direction of GTECH) owns, leases or finances Investment Requirement Assets (as defined in Section 6.1) which are used by GTECH in GTECH's business operations in the State.

"Intangible Asset" has the meaning given that term in Section 7.1.

"Intangible Asset Purchase Price" has the meaning given that term in Section 7.2.

"Intellectual Property" of GTECH or the RIL, respectively, means the IPR, "Know-how" and the "Technical Information" of such party.

"IPR" means any intellectual property rights of any nature whatsoever existing in any part of the world whether registered or unregistered including, without limitation, patents, trade marks, service marks, registered designs, applications for any of the foregoing, copyright, rights in designs, inventions, confidential information and know how.

"Keno Terminal" means GTECH's Isys™ on-line lottery terminal (as such terminal may be upgraded by GTECH and/or replaced by GTECH from time to time), configured so as to accommodate sales of the RIL's "Keno" lottery game – e.g., configured so as to include a monitor depicting the play of the game.

"Know-how" means the various techniques, skills, data, experience, processes, procedures, and all other knowledge of a secret, proprietary or confidential nature including, without limitation,

that relating to lottery technology, and/or to the design, development, implementation, operation and maintenance of lottery systems, and/or to any Derivative Works thereof.

"Licensed Product" means (i) the Software, or any module, component or any part thereof provided by GTECH to the RIL hereunder, and (ii) any Derivative Works thereof provided by GTECH to the RIL or otherwise obtained by the RIL from time to time, and (iii) Documentation related to the foregoing.

"Net Terminal Income" means, in relation to a Video Lottery Terminal, the total of all currency placed into a Video Lottery Terminal less credits redeemed for cash by players.

"Object Code" means computer software programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling or reverse engineering.

"On-Line Game" means a lottery game offered for sale by the RIL that involves on-line computer processing of the sale transaction, including but not limited to Keno, EIL, "E-scratch™," and lottery games in which players choose their own, or use automatic computerized selection of, numbers, letters or other symbols for the ticket (or other evidence, tangible or intangible) constituting their entry into the game; but specifically excluding Video Lottery Games.

"Software" means software or an item of software, including without limitation Object Code and all printed or magnetically encoded materials, but not including the Source Code related thereto.

"Source Code" means computer software programs written in programming languages which are intelligible to trained programmers and may be used by a compiler to create Object Code, including but not limited to any special tools, such as linkers and libraries that may be used in producing Object Code in executable form.

"State" means the State of Rhode Island.

"Technical Information" means all Software, Documentation and other technical and/or commercial information of a party (whether in human or machine readable form and whether stored electronically and/or otherwise) and any Derivative Works thereof.

"Term" has the meaning set forth in Section 2.5, below.

"Video Lottery Games" has the meaning given the term in Rhode General Laws §42-61.2-1(6).

"Video Lottery Terminal" and "VLT" have the meaning given the term "Video Lottery Terminal" in Rhode General Laws §42-61.2-1(7) as may be hereafter amended from time, and shall also include any electronic computerized device used to play Video Lottery Games authorized by the Rhode Island Lottery Commission or other governing body.

1.2. Contract Document Order of Preference. Any conflict, inconsistency or ambiguity between or among this (i) Agreement, (ii) the Video Lottery Central Computer System Agreement between GTECH and the RIL dated as of December 20, 2001, (iii) the Video Lottery

Terminal Technology Provider License Agreement dated as of September 28, 2000, (iv) the On-Line Gaming Agreement between GTECH and the RIL dated January 29, 1997, (v) the First Amendment to the document described in (iv) dated March 16, 1998, (vi) the Second Amendment to the document described in (iv) dated July 19, 1999, (vii) the Third Amendment to the document described in (iv) dated January 29, 1997, and (viii) the Fourth Amendment to the document described in (iv) dated May 14, 2001, shall be resolved by giving precedence to the document having the most recent effective date.

2. Effective Date and Term

2.1. Subject to Sections 2.3. and 2.4, this Agreement shall not come into effect unless all of the following are satisfied (or, as to 2.1.B, is waived by GTECH in writing), by 5:00 p.m. (local time in Rhode Island) on June 30, 2003 (the "Satisfaction Date"):

A. the Rhode Island State Legislature has passed and the Governor of the State has signed into law, an act having the effect of exempting this Agreement and the subject hereof from the provisions of Rhode Island General Laws §37-2¹ and Rhode Island General Laws §42-61.2-4(3)²;

B. the Rhode Island State Legislature has passed and the Governor of the State has signed into law, an act amending Rhode Island General Laws §42-61.2-1(1)³ by deleting the last sentence of that section;

C. this Agreement and the Rhode Island Lottery Director's execution of this Agreement have been approved by the Rhode Island Lottery Commission, which has evidenced such approval by executing this Agreement; and

D. this Agreement has been signed by the Director of the Rhode Island Lottery, having obtained the prior approval of the Rhode Island Lottery Commission.

2.2. The RIL shall notify GTECH telephonically, and in writing by facsimile and regular mail, on the date that all of the conditions in Sections 2.1.A through D have been satisfied (or, as to 2.1.B, waived by GTECH in writing). Upon the giving of such notice, a copy of such notice shall be attached to this Agreement as Exhibit A. Provided all of the conditions in Sections 2.1.A through D have been satisfied (or, as to 2.1.B, waived by GTECH in writing) by the Satisfaction Date, then this Agreement shall come into effect at the start of the RIL's business day on July 1, 2003, and July 1, 2003 shall be the "Effective Date." If, however, any of the

¹ Rhode Island State Purchases Act, R.I. Gen. Laws § 37-2-7(16) (application of the State Purchases Act -- dealing with State procurements of goods and services -- to the Rhode Island Lottery Commission).

² Rhode Island Video Lottery Terminal Act, R.I. Gen. Laws § 42-61.2-4(3) (application of the State Purchases Act -- dealing with State procurements of goods and services -- to the Video Lottery Terminal Act).

³ R.I. Gen. Laws § 42-61.2-1(1) (The last sentence of the definition of "Central communication system" limits the number of Video Lottery Terminals that may be provided by the provider of the video lottery central communications system to a maximum of fifty percent (50%) of the total number of Video Lottery Terminals.

conditions in Sections 2.1.A through D has not been satisfied (and, as to 2.1.B, also has not been waived by GTECH in writing) by June 30, 2003, but such date for satisfaction (or waiver) of the conditions in Section 2.1.A through D has been extended by GTECH pursuant to Section 2.3 below, then the date that the RIL notifies GTECH (as set forth in this Section above) that all of the conditions in Sections 2.1A through D have been satisfied (or, as to Section 2.1.B, waived by GTECH in writing) shall be the "Effective Date."

2.3. Notwithstanding the provisions of Section 2.1 and 2.2, GTECH shall be entitled, by giving written notice to the RIL, to extend the date of fulfillment of the conditions set forth in Section 2.1 – i.e., GTECH shall be entitled to specify a later Satisfaction Date.

2.4. If any of the conditions set forth in Section 2.1 is not fulfilled (or, as to 2.1.B, waived by GTECH in writing) by the Satisfaction Date (as such date may be extended), this Agreement shall not come into effect. Neither party shall have any claim against the other as a result of the non-fulfillment of any of the conditions set forth in Section 2.1.

2.5. The term of the Agreement (the "Term") shall be from the Effective Date through and including the twentieth (20th) annual anniversary of the Effective Date.

3. Construction of and Relocation to a New Corporate Headquarters

3.1. On the terms and subject to the conditions set forth in this Section 3, (i) GTECH (or a GTECH Business Affiliate) will develop and construct not later than December 31, 2006, a new office building of at least 210,000 square feet to be constructed on Parcel 9 in the capital center district in the City of Providence (the "New Headquarters Building"), (ii) upon completion, GTECH will relocate its corporate headquarters as soon as is reasonably possible to that facility from its present location in West Greenwich, Rhode Island, and (iii) thereafter, GTECH will maintain its corporate headquarters in the City of Providence throughout the Term of this Agreement.

3.2. Subject to Sections 3.6 and 3.7, GTECH will file (and/or GTECH will assure that the applicable GTECH Business Affiliates file) applications for all the necessary permits and approvals in connection with the development and construction of the New Headquarters Building, and included among such applications GTECH will file (and/or GTECH will assure that the applicable GTECH Business Affiliates file):

A. By October 31, 2003, an application for a Certificate of Approval with respect to the New Headquarters Building with the Providence Capitol City Commission;

B. By March 15, 2004, an application for a foundation and pile permit with respect to the New Headquarters Building (provided the Certificate of Approval referred to in Section 3.2.A has been received by such date, and if not, as soon as possible after such Certificate of Approval has been received); and

C. By May 15, 2004, an application for a building permit with respect to the New Headquarters Building (provided the foundation and pile permit referred to in

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Section 3.2.B has been received by such date, and if not, as soon as possible after such foundation and pile permit has been received).

3.3. After filing the applications referred to in Section 3.2, GTECH will use its best efforts to pursue and obtain (and/or to cause the applicable GTECH Business Affiliates to pursue and obtain) the permits and approvals so applied for as soon as is reasonably possible.

3.4. GTECH will (and/or GTECH will cause the applicable GTECH Business Affiliates to): (i) begin work on the foundation of the New Headquarters Building within forty-five (45) days of the receipt of the foundation and pile permit referred to in Section 3.2.B; and (ii) begin construction of the New Headquarters Building within forty-five (45) days of the receipt of the building permit referred to in Section 3.2.C.

3.5. GTECH will (and/or GTECH will cause any involved GTECH Business Affiliate to) use its best efforts to cause the New Headquarters Building to be ready for occupancy, and GTECH will take occupancy, within twenty-four (24) months after all necessary permits and approvals from all applicable authorities have been received, and in any event, by December 31, 2006, subject however, to Sections 3.6 and 3.7.

3.6. If GTECH agrees, pursuant to Section 2.3, to extend the Satisfaction Date beyond June 30, 2003, then for each day after June 30, 2003 until the Satisfaction Date, GTECH shall have automatically a one-day extension of the dates set forth above in Sections 3.1, 3.2 and 3.5.

3.7. Conditions Applicable to this Section 3

A. If GTECH and the City of Providence do not enter into a mutually agreeable tax stabilization agreement by the end of the day on June 20, 2003, then GTECH shall notify the Governor of the State of such delay (and the reasons therefor) in writing. If GTECH and the City of Providence do not enter into a mutually agreeable tax stabilization agreement by the end of the day on September 18, 2003 (such date being 90 days after June 20, 2003), then, for each day after September 18, 2003 until the day GTECH and the City of Providence enter into a mutually agreeable tax stabilization agreement, GTECH shall have automatically a one-day extension of the dates set forth above in Sections 3.1, 3.2 and 3.5, provided that, in any event, GTECH shall build and occupy its New Corporate Headquarters by September 30, 2007.

B. Notwithstanding anything to the contrary contained in this Section 3 (including but not limited to Section 3.6), GTECH shall not allow a delay in building and occupying the New Headquarters Building to extend beyond December 31, 2006, except pursuant to Section 3.7.A and as follows: If any action or inaction on the part of the City of Providence Capitol Center Commission (other than that addressed in Section 3.7.A) or other State or City agency, commission or other body (i) responsible for the issuance of permits and/or approvals relating to planning, building and/or occupancy of the New Headquarters Building, and/or (ii) with oversight over the planning, building and/or occupancy of the New Headquarters Building, results in a material delay in the planning, building and/or occupancy of the New Headquarters Building, then GTECH shall notify.

the Governor of the State of such delay (and the reasons therefor) in writing. In such event, provided that GTECH was not the cause of the action or inaction on the part of the City of Providence Capitol Center Commission or other State or City agency, commission or other body, GTECH shall have automatically an extension beyond December 31, 2006 in which to build and occupy the New Headquarters Building, such extension to be equal to the number of days delay caused by the action or inaction on the part of the City of Providence Capitol Center Commission or other State or City agency, commission or other body, provided that, in any event, GTECH shall build and occupy its New Corporate Headquarters by September 30, 2007.

4. **Expansion of Manufacturing Facility**

GTECH will expand its manufacturing operations in the Town of West Greenwich, Rhode Island, in the facility presently containing GTECH's corporate headquarters.

5. **Intentionally Deleted**

[This Section has been intentionally deleted by the parties.]

6. **Investment and Employment within the State**

6.1. GTECH (or a GTECH Business Affiliate) will invest in the aggregate on or before December 31, 2008, at least \$100,000,000 in the State (the "Investment Requirement"), in connection with acquiring interests in land, building development projects and/or improvements to real property or facilities, performing GTECH's obligations under this Agreement, the On-Line Lottery Agreement, the Video Lottery Agreement and the VLT Agreement, and otherwise in connection with GTECH's business operations in Rhode Island ("Investment Requirement Assets").

6.2. On or before April 1 of each year 2004 through and including 2009, GTECH shall submit to the RIL certifications by GTECH and (if applicable) GTECH's Business Affiliates, setting forth the amount of expenditures made by GTECH and (if applicable) GTECH's Business Affiliates within the scope of Section 6.1, so as to enable the RIL, after April 1, 2009, to confirm GTECH's compliance with its obligation under Section 6.1.

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 (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).

6.4. On or before February 1, 2006, and on or before February 1 of each year thereafter during the Term, GTECH shall submit to the RIL a signed certification certifying that GTECH has complied with its obligation under Section 6.3 with respect to the immediately preceding calendar year.

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7. Acquisition and Implementation of Intangible Asset

7.1. The "Intangible Asset" consists of the right and license, for the twenty-year period after the Effective Date:

A. to be the RIL's exclusive provider of information technology hardware, software and related services pertaining to (a) the design, development, implementation and/or operation of Video Lottery Central Communications Systems, (b) the design, development, implementation, operation and/or sale of On-Line Games, and (c) the processing of On-Line Game wagers and Video Lottery wagers (such information technology hardware, software and related services, but expressly excluding instant ticket printing, 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.

7.2. The RIL hereby sells to GTECH, and GTECH hereby purchases, the Intangible Asset for Twelve and one-half Million Dollars (\$12,500,000) (the "Intangible Asset Purchase Price"). The RIL shall invoice GTECH for the Intangible Asset Purchase Price at the time it gives GTECH the notice described in Section 2.2, and GTECH shall pay such invoice within two (2) Business Days of the date of GTECH's receipt thereof. Payment shall be made by electronic funds transfer to the bank and RIL bank account of which GTECH is notified by the RIL in writing.

7.3. The purchase and sale of the Intangible Asset shall be effective as of the Effective Date.

7.4. The RIL agrees that, during the Term of this Agreement, it shall not, without the prior written consent of GTECH, directly or indirectly, purchase, lease, license or otherwise procure any Lottery Products and/or Services from any entity other than GTECH, unless, subject to the provisions of Section 10, the RIL first presents to GTECH the opportunity to provide such Lottery Products and/or Services and GTECH declines to exercise its right of first refusal with respect thereto. For the avoidance of doubt, Section 10 shall take precedence over this Section 7.4.

7.5. Notwithstanding any provision in this Agreement to the contrary, in the event of the occurrence of any one or more of the following circumstances after the Effective Date and prior to the twentieth (20th) annual anniversary of the Effective Date, then no further payments shall be due to the RIL pursuant to Section 7.2, and, in addition, the RIL (or its successor in interest) shall, immediately upon such occurrence and without need for notice or demand, refund to GTECH that portion of the Intangible Asset Purchase Price equal to the product of (x) the Intangible Asset Purchase Price multiplied by (y) a fraction, the numerator of which is 7,300 minus the number of calendar days in the Term after the Effective Date that passed prior to the date of the occurrence, and the denominator of which is 7,300:

A. This Agreement expires or is terminated by either party pursuant to the terms of this Agreement (except only a termination by the RIL pursuant to Section 16.2) prior to the twentieth (20th) annual anniversary of the Effective Date;

B. This Agreement is suspended, terminated, annulled, rescinded and/or declared void pursuant to any law, rule, executive order, court order or other order, decree, finding or decision of any governmental authority having jurisdiction over the parties and the subject matter of this Agreement;

C. The RIL's authority and/or ability to offer On-Line Games and/or Video Lottery Games is terminated, revoked, suspended for two (2) consecutive months (or such longer period as may be agreed to by GTECH) and/or there is a "Significant Decline in Sales." A "Significant Decline in Sales" means the occurrence of either of the following: (i) Total Lottery Sales for any two-month period are less than \$41,666,667 (i.e., \$250 Million ÷ 12 months x 2 months) and also are more than ten percent (10%) less than Total Lottery Sales over the corresponding two-month period one year prior; or (ii) Total Net Terminal Income for any two-month period is less than \$75,000,000 (i.e., \$450 Million ÷ 12 months x 2 months) and also is more than ten percent (10%) less than Total Net Terminal Income over the corresponding two-month period one year prior;

D. the authority to offer within and throughout the State Video Lottery Games and/or lottery games that involve on-line computer processing of the sale transaction, is granted to another department, commission, agency or other body of the State, whether or not the RIL retains its authority to offer such lottery games, unless such other department, commission, agency or other body of the State is a successor to the RIL, and maintains an exclusive right to operate On-Line Games and Video Lottery Games for the State, and assumes in writing all of the RIL's obligations hereunder at the time such authority is granted to such other department, commission, agency or other body; and/or

E. if any department, commission, agency or other body of the State other than the RIL is given the authority to procure "Other Gaming Machines" (as defined in Section 10.6 below) and, as a result of the competition to Video Lottery Games from the games offered via such Other Gaming Machines, the sum of the Net Terminal Incomes of all Video Lottery Machines Deployed by the RIL over any twelve-month period is (i) ninety percent (90%) or less of the Net Terminal Income of all Video Lottery Machines Deployed by the RIL over the corresponding twelve-month period one year prior, and (ii) less than Four Hundred Fifty Million Dollars (\$450,000,000).

8. On-Line Lottery Products and Services to be Provided by GTECH

8.1. By January 1, 2007, GTECH shall replace the on-line lottery gaming system provided by GTECH pursuant to the On-Line Lottery Agreement, with a new, state-of-the-art on-line lottery gaming system utilizing GTECH's Enterprise Series central computer system and satellite (or other state-of-the-art technology) based IP network. Such replacement will include replacement of the following provided to RIL pursuant to the On-Line Lottery Agreement: (i) the central system hardware (excluding the central system communications hardware to the extent it

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can continue to be used without impairing the functionality of the replacement system), (ii) the central system operating system software, (iii) the central system application software, (iv) the communications software (excluding central system communications software that can continue to be used without impairing the functionality of the replacement system), (v) the lottery terminals and other sales devices. Thereafter, and by January 1, 2015, GTECH shall replace (a) the then-existing on-line lottery central-system hardware (excluding the on-line central system communications hardware to the extent it can continue to be used without impairing the functionality of the replacement system), with new, state-of-the-art on-line lottery central system hardware, and (b) the then-existing on-line lottery terminals and other on-line lottery sales devices (to the extent their failure rates are more than thirty percent (30%) higher than their failure rates were with respect to the first full Agreement Year after their installation) with new, state-of-the-art on-line lottery terminals and other on-line lottery sales devices. The RIL shall take all actions as are necessary on the part of the RIL to enable GTECH to fulfill its obligations hereunder.

8.2. Subject to GTECH's acquisition of Interlott Technologies, Inc. ("Interlott") closing by August 31, 2003, GTECH shall: (i) enter into an amendment with the RIL (a) extending the term of the RIL's existing contract with Interlott (as such may have been amended) through December 31, 2004, (b) removing the RIL's obligation to pay lease payments to Interlott thereunder, (c) removing Interlott's obligations (if any) to pay the RIL liquidated damages, penalties, fees, and/or indirect, special, consequential and/or punitive damages thereunder (whether with respect to events before or after the Effective Date hereof), and (d) make such other amendments as are mutually agreed by the parties; and (ii) replace by January 1, 2005, and again by January 1, 2015, one hundred twenty-five (125) of the RIL's existing instant ticket vending machines, with new, on-line enabled devices, including full services route operation. In the event GTECH's acquisition of Interlott does not close by August 31, 2003, GTECH shall: (x) at no cost to the RIL, provide maintenance with respect to the RIL's existing instant ticket vending machines during calendar year 2004; and (y) replace by January 1, 2005, and again by January 1, 2015, one hundred twenty-five (125) of the RIL's existing instant ticket vending machines, with new, on-line enabled devices, including full services route operation. The RIL agrees to consider increasing the Deployment of instant ticket vending machines to optimize sales of instant tickets as business conditions permit.

8.3. Subject to RIL approval in a manner consistent with current RIL policies and procedures, after or in connection with the system replacement described in Section 8.1, and throughout the Term, GTECH shall provide the RIL with an unlimited number of licenses to GTECH's "Lottery Inside™" product and necessary related printers, to accommodate distribution and expansion of the RIL's lottery products, including into various retail locations not presently selling RIL lottery products. In this regard, the parties agree that no on-line lottery agent as of the commencement of the system replacement described in Section 8.1, shall have its on-line lottery terminal removed and replaced with GTECH's "Lottery Inside™" product (and necessary related printer) absent GTECH's and the RIL's prior mutual written agreement.

8.4. Subject to RIL approval in a manner consistent with current RIL policies and procedures, GTECH shall provide RIL products and services, as follows:

A. GTECH shall provide products, licenses and services necessary to Deploy throughout the State, within twelve (12) months after the Effective Date, up to twenty-five (25) GTECH EIL machines. Such EIL machines will be implemented pursuant to a schedule agreed upon by the parties in writing within sixty (60) days after the Effective Date.

B. Within six (6) months after the Deployment of the EIL machines referred to in Section 8.4.A, and the parties will discuss and agree upon the Deployment of additional EIL machines. The number and schedule for Deployment of such additional EIL machines shall be mutually agreed upon by the parties.

8.5. Subject to RIL approval in a manner consistent with current RIL policies and procedures, GTECH shall provide products, licenses and services necessary to implement GTECH's "E-scratch™" game and other mutually agreed-upon new games, to the extent permissible under applicable law.

8.6. GTECH shall provide licenses and services necessary to maintain an optimal mix of monitor games on the RIL's Keno Terminals, including presentation of a new monitor game for possible implementation every twenty-four months after the Effective Date, or more frequently if mutually agreed by the RIL and GTECH.

9. Replacement of the VLCC System

By January 1, 2010, GTECH shall replace the "VLCC System" (as that term is defined in the Video Lottery Agreement) provided by GTECH pursuant to the Video Lottery Agreement in a manner consistent with the then-operating VLCC System.

10. Video Lottery Terminals and Other Gaming Machines

10.1. The parties acknowledge that, of the approximately two thousand nine hundred forty-eight (2,948) Video Lottery Terminals currently Deployed by the RIL, GTECH has provided approximately eight hundred sixty (860) of such Video Lottery Terminals. Within six months of the Effective Date, GTECH shall replace at least one-half of such Video Lottery Terminals with new Video Lottery Terminals, and the remainder of such eight hundred sixty (860) Video Lottery Terminals shall be replaced within one year of the Effective Date, and in each case, the Video Lottery Terminals shall be replaced with Video Lottery Terminals provided by GTECH from a new source obtained by GTECH through acquisition, contract or otherwise.

10.2. The Rhode Island Lottery Commission has recently approved the Deployment of one thousand eight hundred twenty-five (1,825) additional Video Lottery Terminals, eight hundred fourteen (814) of which have been allocated among suppliers, and four hundred seventy (470) of the eight hundred fourteen (814) of which have already been Deployed (and thus are included in the two thousand nine hundred forty-eight (2,948) described as Deployed in Section 10.1). GTECH shall provide, and the RIL shall obtain from GTECH and Deploy, at least one thousand (1,000) of the aforementioned one thousand eight hundred twenty-five Video Lottery Terminals recently approved for Deployment. GTECH shall always have the right to provide

and, upon the Deployment of the one thousand (1,000) Video Lottery Terminals provided by GTECH as described in the prior sentence, the RIL shall continue to Deploy, at least one thousand eight hundred sixty (1,860) Video Lottery Terminals provided by GTECH, subject only to Sections 10.4 and 10.8.

10.3. During the Evaluation Period in each calendar year of the Term, the RIL shall evaluate the Deployed Video Lottery Terminals provided by GTECH and determine GTECH's Efficiency Rating. The RIL shall inform GTECH of its Efficiency Rating in writing, and shall provide to GTECH all information used to calculate such Efficiency Rating. If market conditions change such that there are fewer than four suppliers of Video Lottery Terminals supplying Video Lottery Terminals to the RIL, then, notwithstanding any provisions of Sections 10.4 and/or 10.5.A to the contrary, the current Efficiency Rating threshold (i.e., 97%) below which a suppliers allocation of Video Lottery Terminals may be changed by the RIL will not apply, and such threshold will be negotiated to a mutually agreeable rating based upon then-existing market conditions.

10.4. Beginning with the calendar year 2008, and for each calendar year of the Term thereafter, if GTECH's Efficiency Rating calculated over the Evaluation Period in such calendar year is less than ninety-seven percent (97%), then the RIL may, in April of such calendar year, reallocate Video Lottery Terminals among suppliers such that the number of Video Lottery Terminals provided by GTECH at that time is reduced by up to fifteen percent (15%) of such number. For the avoidance of doubt, no reduction in the number of Video Lottery Terminals provided by GTECH shall be made prior to April of 2008, and no reduction thereafter shall be greater than fifteen percent (15%) in any one calendar year. Nothing contained in this Section 10.4 shall limit the RIL's ability to increase the number of Video Lottery Terminals pursuant to its annual determination of Supplier Efficiency Ratings and reallocation of Video Lottery Terminals based thereon.

10.5. Subsequently-Approved VLTs and Tests of VLTs from New Suppliers

A. Subject to Sections 10.2 and 10.8, with respect to Video Lottery Terminals approved for Deployment by the Rhode Island Lottery Commission after the Effective Date (i.e., that are in addition to the four thousand three hundred three (4,303) Video Lottery Terminals approved for Deployment as of the Effective Date ("Subsequently-Approved VLTs"), after the Effective Date and throughout the Term, the RIL shall obtain from GTECH at least fifty-percent (50%) of such Subsequently-Approved VLTs, and the RIL shall thereupon Deploy such Subsequently-Approved VLTs obtained from GTECH; provided however, that, after the RIL has continuously Deployed at least one thousand eight hundred sixty (1,860) Video Lottery Terminals provided by GTECH for thirty (30) months (counting all Video Lottery Terminals provided by GTECH), subject to Sections 10.2 and 10.8, if GTECH's most recent Efficiency Rating is then or in any period thereafter less than ninety-seven percent (97%), then, during such period (and only during such period), the RIL shall not be bound to allocate to GTECH a certain minimum percentage of Subsequently-Approved VLTs from among those that the RIL obtains and Deploys, but may determine in its absolute discretion the percentage of Subsequently-Approved VLTs (if any) that the RIL shall obtain from GTECH and Deploy. For the

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avoidance of doubt, and subject to Sections 10.2 and 10.8, during all periods within the Term that GTECH's most recent Efficiency Rating is ninety-seven percent (97%) or greater, the RIL shall obtain from GTECH at least fifty-percent (50%) of all Subsequently-Approved VLTs, and the RIL shall thereupon Deploy such Subsequently-approved VLTs obtained from GTECH.

B. The RIL shall be entitled to test Video Lottery Terminals provided by suppliers other than suppliers that supply Video Lottery Terminals to the RIL as of the Effective Date ("New Suppliers"), notwithstanding any provision in this Section 10 that would preclude such testing, provided:

- i. No more than one hundred (100) of such Video Lottery Terminals to be tested ("Test VLTs") are tested at any one time;
- ii. No more than one hundred (100) Test VLTs, in the aggregate (regardless of the number of New Suppliers providing Test VLTs), are tested over the course of each year after the Effective Date;
- iii. The Deployment of each New Supplier's Test VLTs ends within six (6) months of the Deployment for testing of the first of such New Supplier's Test VLTs; and
- iv. Such Test VLTs do not diminish the number of Video Lottery Terminals that the RIL is obligated to obtain and Deploy from GTECH pursuant to this Section 10 (it being understood that Test VLTs shall not be counted when determining a percentage of VLTs to be obtained from GTECH pursuant to this Section 10).

10.6. To the extent the RIL (which, pursuant to Section 20.6 includes any successor in interest to the RIL) obtains or agrees to obtain any "Other Gaming Machines" (as that term is defined hereinbelow), the RIL shall obtain from GTECH and thereafter Deploy, and GTECH shall provide, at least fifty percent (50%) of such Other Gaming Machines. For purposes of this Agreement, "Other Gaming Machine" is defined as an electronic computerized game machine other than a Video Lottery Terminal that, upon the insertion of coins, cash, tokens or other item constituting consideration, is available to play a game in which the player may receive (i) free games or credits that can be redeemed for cash, (ii) coins or tokens (directly dispensed from the machine) that can be redeemed for cash, and/or (iii) cash directly dispensed from the machine.

10.7. If any department, commission, agency or other body of the State other than the RIL, or any other governmental entity, is given the authority to procure, authorize or license the procurement of Other Gaming Machines and, as a result of the competition to Video Lottery Games from the games offered via such Other Gaming Machines, the sum of the Net Terminal Incomes of all Video Lottery Machines Deployed by the RIL over any twelve-month period is (i) ninety percent (90%) or less of the Net Terminal Income of all Video Lottery Machines Deployed by the RIL over the corresponding twelve-month period one year prior (such prior twelve month period referred to as the "Base Period"), and (ii) less than Five Hundred Million Dollars

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(\$500,000,000), then, until such time (if ever) that Net Terminal Income of all Video Lottery Machines Deployed by the RIL over a subsequent corresponding twelve-month period is (x) more than ninety percent (90%) of the Net Terminal Income of all Video Lottery Machines Deployed by the RIL during the Base Period, or (y) Five Hundred Million Dollars (\$500,000,000) or more, GTECH shall be released from its obligations (to the extent then unperformed and/or performance has not become due) under Sections 6, 8 and 9 of this Agreement and pursuant to the amendment to the Online Lottery Agreement effected by Section 11.3 of this Agreement.

10.8. The RIL shall give GTECH written notice(s) of the date(s) GTECH is to deliver to the RIL Video Lottery Terminals to be Deployed (a "VLT Notice"). Such VLT Notice(s) shall be given at least one hundred eighty (180) days prior to the date the RIL requires the Video Lottery Terminal(s) to be delivered by GTECH; provided however, that the RIL shall not give GTECH any such VLT Notice(s) until the RIL has identified the location(s) at which such Video Lottery Terminal(s) will be Deployed and has ascertained that such location(s) will be ready to accommodate the Deployment of Video Lottery Terminal(s) within the one hundred eighty (180) days after the giving of the VLT Notice. With respect to each VLT Notice, if GTECH notifies the RIL in writing that it cannot deliver the Video Lottery Terminals required by the RIL as set forth in the VLT Notice, or if GTECH fails to deliver the Video Lottery Terminals required by the RIL within the time set forth in the VLT Notice (i.e., at least 180 days after the date the VLT Notice is given), or such later date as the RIL may, in its discretion, thereafter specify in writing, then the RIL may, in its discretion and notwithstanding the provisions of Sections 10.2 and 10.5.A, obtain the Video Lottery Terminals specified in the VLT Notice from a supplier other than GTECH. The RIL's right to procure Video Lottery Terminals specified in a VLT Notice from a supplier other than GTECH pursuant to the preceding sentence shall be effective only with respect to the Video Lottery Terminals that were specified in such VLT Notice, and shall not otherwise operate to relieve the RIL from its obligations under Sections 10.2 and 10.5.A, all of which shall remain in effect.

11. Amendments to the On-Line Lottery Agreement

11.1. Section 2(a)(i) of the On-Line Lottery Agreement is hereby amended such that (i) its "Term" (as that term is used in the On-Line Lottery Agreement) expires on the last day of the "Term" (as that term is defined in this Agreement), and (ii) the last two sentences of Section 2(a)(i) -- which provided for extension options -- are deleted.

11.2. Sections 2(a)(ii) and 2(a)(iii) of the On-Line Lottery Agreement are hereby deleted in their entirety and replaced with the following as new Section 2(a)(ii):

During each year of the Term hereof, to the extent cumulative "Total Lottery Sales" (as hereinbelow defined) during the year fall within one or more of the tranches set forth in the matrix below, the Total Lottery Sales within each tranche shall be multiplied by the corresponding percentage and the resulting products shall be summed. The Lottery shall pay GTECH such sum as compensation for the goods and services provided by GTECH hereunder. "Total Lottery Sales" means "Gross Sales" plus "Total Instant Ticket Sales," where "Gross Sales" means the value in dollars of all on-line lottery tickets (including

Keno and BIL, but not including Video Lottery Games) sold or otherwise issued by the Lottery, less the value in dollars of cancelled on-line lottery sale transactions, and "Total Instant Ticket Sales" means the value in dollars of all instant lottery tickets sold or otherwise issued by the Lottery (regardless of the means of distribution), less the value in dollars of all canceled sale transactions. Thus, and for the avoidance of doubt, "Total Lottery Sales" shall be the value in dollars of all sales of all wagering products by the RIL other than sales of Video Lottery Games, less the value in dollars of cancellations of sales by the RIL of wagering products (other than cancellations of sales of Video Lottery Games). For purposes of this Agreement, a "year" shall mean an "Agreement Year" as that term is defined in the Master Contract executed by the parties in 2003 that (among other things) effected various amendments to this Agreement.

Total Lottery Sales in the Year	Percent Thereof
0 - \$275 Million	5.00%
Over \$275 Million - \$400 Million	1.00%
Over \$400 Million	5.00%

GTECH shall be paid on a monthly basis. The RIL shall pay GTECH the amounts due hereunder on a calendar month basis with respect to each month (or partial month of the Term), and within fifteen (15) days of the end of each calendar month (or partial calendar month).

For example, if during a certain month of the year, Total Lottery Sales are \$25 Million, and such \$25 Million in Total Lottery Sales results in cumulative Total Lottery Sales for the applicable year increasing from \$270 Million to \$295 Million, the compensation due to GTECH for such month would be \$450,000, calculated as follows:

$\$5,000,000 \times 5.00\% = \$250,000$; plus
 $\$20,000,000 \times 1.00\% = \$200,000$;
 Equals: \$450,000

All payments made shall be paid by electronic funds transfer to the bank and GTECH bank account of which the RIL is notified in writing by GTECH.

11.3. Pursuant to Section 2(b) of the On-Line Lottery Agreement, GTECH agreed to provide Four Hundred (400) Player ExpressTM units (the "Player Express Units") to the RIL, which the parties agree have a contract value of One Million Three Hundred Thousand Dollars (\$1,300,000). The Lottery hereby releases GTECH from its obligation to provide the Player Express Units to the Lottery and GTECH hereby agrees to provide the following goods and services to the RIL in consideration of such release:

A. GTECH shall deliver Six Hundred (600) Express Point Ticket Checkers, which the parties agree have a contract value of Six Hundred Thirty-nine Thousand Dollars (\$639,000), to the RIL on or before November 30, 2003; and

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B. The RIL and GTECH shall mutually agree on additional substitute goods and services having a contract value of Six Hundred Sixty-one Thousand Dollars (\$661,000) that GTECH shall deliver to the RIL.

11.4. Section 2.3.2 ("Contract Term") of the "RFP" (as that term is defined in the On-Line Lottery Agreement), and any addenda and answers by the RIL to bidders' questions pertaining to such Section of the RFP, and any responses of GTECH to such Section of the RFP contained in GTECH's "Proposal" (as defined in the On-Line Lottery Agreement), to the extent they are incorporated by reference in the On-Line Lottery Agreement, are hereby deleted and of no force or effect.

11.5. Section 2.3.3 of the RFP ("Contract Termination, Cancellation"), incorporated by reference in the On-Line Lottery Agreement is hereby deleted and replaced with the following:

The Lottery may terminate this Contract only in the event of:

- (i) intentional fraud on the part of the Contractor, or
- (ii) intentional and serious misconduct on the part of the Contractor that causes Total Lottery Sales over any three-month period of the Term to be less than twenty-five percent (25%) of Total Lottery Sales over the corresponding three-month period in the prior calendar year.

For purposes of this Section 2.3.3, intentional and serious misconduct on the part of the Contractor shall not be presumed solely because Total Lottery Sales over any three-month period of the Term is less than twenty-five percent (25%) of Total Lottery Sales over the corresponding three-month period in the prior calendar year.

11.6. Any addenda and answers by the RIL to bidders' questions pertaining to Section 2.3.3 of the RFP, and any responses of GTECH to such Section of the RFP contained in GTECH's "Proposal" (as defined in the On-Line Lottery Agreement"), to the extent they are incorporated by reference in the On-Line Lottery Agreement, are hereby deleted and of no force or effect.

11.7. The parties agree that, effective as of the later of May 1, 2003 and the Effective Date, the limit of the errors and omissions insurance policy that GTECH is required to maintain pursuant to Section 2.3.7.3 of the RFP shall be amended to be not less than Fifteen Million Dollars (\$15,000,000).

11.8. Except as amended pursuant to this Agreement, the On-Line Lottery Agreement shall remain in full force and effect, enforceable by the parties in accordance with its terms.

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12. Amendments to the Video Lottery Agreement

The Video Lottery Agreement is hereby amended as follows:

12.1. The definition of "CCSP Fee" set forth in Section 1.2 of the Video Lottery Agreement is deleted in its entirety and replaced with the following:

"CCSP Fee" shall mean the amount calculated as follows:

During each year of the Term hereof, to the extent cumulative "Total Net Terminal Income" (as hereinbelow defined) during the year falls within one or more of the tranches set forth in the matrix below, the Total Net Terminal Income within each tranche shall be multiplied by the corresponding percentage and the resulting products shall be summed. Such sum shall be the CCSP Fee. For purposes of this Agreement, a "year" shall mean an "Agreement Year," as that term is defined in the Master Contract executed by the parties in 2003 that (among other things) effected various amendments to this Agreement. "Total Net Terminal Income" means the sum of the "Net Terminal Income," as that term is defined in the Master Contract described in the prior sentence) of all Video Lottery Terminals Deployed, whether or not provided by GTECH.

Total Net Terminal Income for the Year	Percent Thereof
0 – \$500 Million	2.50%
Over \$500 Million – \$1 Billion	1.00%
Over \$1 Billion	2.50%

During the Term, the RIL shall pay GTECH the CCSP Fee as soon as practicable but no less frequently than once a week.

For example, if during a certain week of the year, Total Net Terminal Income for such week is \$25 Million, and such \$25 Million in Total Net Terminal Income results in cumulative Total Net Terminal income for the applicable year increasing from \$490 Million to \$515 Million, the compensation due to GTECH for such week would be \$650,000, calculated as follows:

$\$10,000,000 \times 5.00\% = \$500,000$; plus
 $\$15,000,000 \times 1.00\% = \$150,000$;
Equals: \$650,000

All payments made shall be paid by electronic funds transfer to the bank and GTECH bank account of which the RIL is notified in writing by GTECH.

12.2. The definition of "Expiration Date" set forth in Section 1.2 of the Video Lottery Agreement shall mean the last day of the "Term," as that term is defined in this Agreement;

12.3. The definition of "Term" set forth in Section 1.2 of the Video Lottery Agreement is deleted in its entirety and replaced with the following: "Term" shall mean the period

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commencing on the Startup Date and ending on the Expiration Date.

12.4. Section 5 of the Video Lottery Agreement is deleted in its entirety.

12.5. Section 6.2 of the Video Lottery Agreement (that provided for certain options to extend the term of the Video Lottery Agreement) is deleted in its entirety.

12.6. Section 7.1 of the Video Lottery Agreement is deleted in its entirety and replaced with the following:

The RIL may terminate this Agreement only in the event of:

- (i) intentional fraud on the part of GTECH, or
- (ii) intentional and serious misconduct on the part of GTECH that causes Total Net Terminal Income over any three-month period of the Term to be less than twenty-five percent (25%) of Total Net Terminal Income over the corresponding three-month period in the prior calendar year.

For purposes of this Section 7.1, intentional and serious misconduct on the part of GTECH shall not be presumed solely because Total Net Terminal Income over any three-month period of the Term is less than twenty-five percent (25%) of Total Net Terminal Income over the corresponding three-month period in the prior calendar year.

12.7. Section 4.A of the "RFP&Q" (as that term is defined in the Video Lottery Agreement), and any addenda and answers by the RIL to bidders' questions pertaining to such Section in the RFP, and any responses of GTECH to such Section of the RFP contained in GTECH's "Proposal" (as that term is defined in the Video Lottery Agreement), to the extent they are incorporated by reference in the Video Lottery Agreement, are hereby deleted in their entirety and replaced with the following:

The CCSP shall be responsible for payment of all costs incurred by the CCSP during the term of this Contract that are associated with the CCSP's performance hereunder, including costs associated with CCSP's obligations under this Contract: (i) with respect to start-up, (ii) to provide improvements and/or additions to hardware, software and/or other equipment, (iii) resulting from the CCSP's obligations hereunder with respect to the expansion of the current VLT program, (iv) as otherwise defined in the RFP; (v) as otherwise defined in any Rhode Island Statute in force as of April 1, 2003; (vi) as otherwise defined in the Rhode Island Lottery Rules and Regulations relating to the operation and maintenance of the VLCC system in force as of April 1, 2003.

12.8. Sections 4.D and E of the "RFP&Q" (as that term is defined in the Video Lottery Agreement), and any addenda and answers by the RIL to bidders' questions pertaining to such Sections of the RFP, and any responses of GTECH to such Sections of the RFP contained in GTECH's "Proposal" (as that term is defined in the Video Lottery Agreement), to the extent they are incorporated by reference in the Video Lottery Agreement, are hereby deleted and of no force

or effect.

12.9. Except as amended pursuant to this Agreement, the Video Lottery Agreement shall remain in full force and effect, enforceable by the parties in accordance with its terms.

13. Amendments to the VLT Agreement

The VLT Agreement is hereby amended as follows:

13.1. The following words and numbers appearing at the top of the first page are hereby deleted in their entirety: "EFFECTIVE DATES: 9/28/00 – 12/31/03."

13.2. The last two sentences of Section 1 are deleted in their entirety and replaced with the following single sentence: "The Lottery shall evaluate the Technology Provider over the first thirteen (13) weeks of the calendar year of each year during the term of this Agreement."

13.3. Section 2 is deleted in its entirety and replace with the following:

As compensation hereunder, the Technology Provider shall receive compensation determined by reference to the average Net Terminal Income per day of "GTECH VLTs" (as hereinafter defined), as set forth in this section. "GTECH VLTs" means the Video Lottery Terminals provided to the Lottery by the Technology Provider, whether or not manufactured by the Technology Provider.

During the Term hereof, to the extent cumulative "Total Average Daily Net GTECH-VLT Income" (as hereinbelow defined) for a day falls within one or more of the tranches set forth in the matrix below, the Total Average Daily Net GTECH-VLT Income within each tranche shall be multiplied by the corresponding percentage, and that product shall be multiplied by the number of GTECH VLTs, and the resulting products shall be summed. Such sum shall be the amount due GTECH hereunder (the "GTECH VLT Fee") with respect to such day. "Total Average Daily Net GTECH-VLT Income" for a day, means the sum of the "Net Terminal Income" (as that term is defined in the Master Contract executed by the parties in 2003) of all GTECH VLTs for all days of the week containing the applicable day, divided by the number of GTECH VLTs, and with the resulting quotient divided by seven (7). Accordingly, Total Average Daily Net GTECH-VLT Income shall be calculated at the end of each week, and (because of the above formula) shall be the same for each day of the week.

Total Average Daily Net GTECH-VLT Income (calculated on an average weekly basis)	Percent Thereof
0 – \$325 per day	7.00%
Over \$325 per day – \$500 per day	1.00%
Over \$500 per day	7.00%

During the Term, the Lottery shall pay the Technology Provider the GTECH VLT Fee with respect to each day of the week. Payments shall be made on a weekly basis.

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For example, if there were 2,000 GTECH VLTs deployed, and over a one-week period Net Terminal Income for all such GTECH VLTs totaled \$7,700,000, then Total Average Daily Net GTECH-VLT Income for each day of such week would be \$550, calculated as follows:

$$\$7,700,000 \div 2,000 \div 7 = \$550$$

Accordingly, and continuing the foregoing example, the GTECH VLT Fee for each day of such week would be \$56,000, calculated as follows:

$$\begin{aligned} & \$325 \times 7.00\% \times 2,000 = \$45,500; \text{ plus} \\ & \$175 \times 1.00\% \times 2,000 = \$3,500; \text{ plus} \\ & \$50 \times 7.00\% \times 2,000 = \$7,000; \\ & \text{Equals: } \$56,000. \end{aligned}$$

Accordingly, the GTECH VLT Fee for the entire week would be $\$56,000 \times 7 = \$392,000$.

All payments made shall be paid by electronic funds transfer to the bank and the Technology Provider's bank account of which the Lottery is notified in writing by the Technology Provider.

13.4. Section 3 is deleted in its entirety and replaced with the following:

The Lottery may terminate this Agreement only (subject to Section 19) in the event of:

- (i) intentional fraud on the part of the Technology Provider, or
- (ii) intentional and serious misconduct on the part of the Technology Provider that causes a "Twenty-Five Percent Drop in NTI for GTECH VLTs" (as hereinbelow defined).

For purposes of this Section 3, (i) intentional and serious misconduct on the part of the Technology Provider shall not be presumed solely because there is a Twenty-Five Percent Drop in NTI for GTECH VLTs, and (ii) intentional and serious misconduct on the part of the Technology Provider shall be deemed not to have occurred if, notwithstanding the occurrence of a Twenty-Five Percent Drop in NTI for GTECH VLTs, there is at least a twenty percent (20%) drop in Net Terminal Income of Video Lottery Terminals provided to the Lottery by suppliers other than the Technology Provider over the same three-month period used to determine the occurrence of a Twenty-Five Percent Drop in NTI for GTECH VLTs compared to the corresponding three-month period in the prior calendar year.

A "Twenty-Five Percent Drop in NTI for GTECH VLTs" has occurred if the total of the Net Terminal Incomes of all GTECH VLTs over any three-month period of the term of this Agreement is less than twenty-five percent (25%) of the total of the Net Terminal

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Income of all GTECH VLTs over the corresponding three-month period in the prior calendar year.

13.5. Unless earlier terminated in accordance with Section 3 of the VLT Agreement (as replaced pursuant to this Agreement), the term of the VLT Agreement shall continue until the expiration or termination of the Term of this Agreement.

13.6. The amounts in Section 16 pertaining to player promotions to be developed and executed by the Technology Provider (i.e., GTECH), which presently are \$50,000, \$6,000 and \$24,000, are modified to read, respectively, \$58,000, \$9,000 and \$33,000. Within sixty (60) days after each annual anniversary of the Effective Date, the RIL and GTECH will mutually agree upon increases to these amounts, such increases to be not less than three percent (3%) per year.

13.7. Sections 4 and 5, and Exhibit A to the VLT Agreement, are deleted in their entirety. Video Lottery Terminals will be reallocated, if at all, in accordance with the provisions of Section 10 of this Agreement.

13.8. Section 19 is deleted in its entirety and replaced with the following:

Any violation of law or of the Rules and Regulations of the Lottery Commission by the Technology Provider shall be grounds for limitation, restriction, suspension or revocation of its license and termination of this Agreement, provided the Lottery first has given the Technology Provider written notice of such violation and, within forty-five (45) days after receipt of such notice, the Technology Provider has not (i) cured such failure, in the case of failures susceptible to cure within such forty-five day period, or (ii) in the case of failures not susceptible to cure within such forty-five day period, commenced cure within such forty-five day period, "diligently worked to effect the cure" thereafter, and effected cure within one year after receipt of such notice. For purposes of this Section 19, "diligently worked to effect the cure" means expended all commercially reasonable efforts to effect and complete the cure at the earliest possible time.

13.9. Except as amended pursuant to this Agreement, the VLT Agreement shall remain in full force and effect, enforceable by the parties in accordance with its terms.

14. Use of Lottery System Infrastructure; Other State Services.

During the Term, the RIL will permit GTECH to use, and assist and cooperate with GTECH in its use of the RIL's on-line lottery system infrastructure – i.e., the communications network, the retailer points of sale and terminals located therein and the on-line lottery central system – for the processing of commercial services transactions such as, but not limited to, telephone airtime cards, mobile telephone airtime replenishments and the distribution of other government services beneficial to the State, such use to be pursuant to mutually agreed upon terms and conditions, including the manner in which GTECH and the State will share in the profits of any such endeavor.

15. Breach by the RIL; Termination

15.1. The occurrence of any of the following shall be a breach of this Agreement on the part of RIL (hereinafter, an "RIL Breach"):

- A. the breach by the RIL of any provision of this Agreement other than a failure to pay amounts due to GTECH;
- B. the failure on the part of the RIL to pay when due any amount due GTECH under this Agreement;
- C. the termination, revocation, suspension for sixty (60) consecutive days (or such longer period as may be agreed to by GTECH) of the RIL's authority and/or ability to offer On-Line Games and/or Video Lottery Games;
- D. the RIL's ability and/or authority to offer On-Line Games and/or Video Lottery Games is materially adversely affected for sixty (60) consecutive days (or such longer period as may be agreed to by GTECH); and/or
- E. the authority to offer within and throughout the State lottery games that involve on-line computer processing of the sale transaction is granted to another department, commission, agency or other body of the State, whether or not the RIL retains its authority to offer such lottery games, unless such other department, commission, agency or other body of the State is a successor to the RIL, and maintains an exclusive right to operate On-Line Games and Video Lottery Games for the State, and assumes in writing all of the RIL's obligations hereunder at the time such authority is granted to such other department, commission, agency or other body.

15.2. GTECH may (but shall not be obligated to) terminate this Agreement immediately by written notice to the RIL, in the event of an RIL Breach of the sort described in Section 15.1.C, D and/or E, and/or in the event of any of the following:

- A. the breach by the RIL of any provision of this Agreement other than a failure to pay amounts due to GTECH and the subsequent failure on the part of the RIL to cure such breach within thirty (30) days after written notice from GTECH specifying such breach; and
- B. the failure on the part of the RIL to pay when due any amount due GTECH under this Agreement and the subsequent failure to pay such amount within ten (10) days after written notice from GTECH specifying such failure to pay.

15.3. In the event of a material breach by the RIL, GTECH shall be entitled to recover its damages, including indirect and consequential damages, and lost profits, but, except as otherwise specifically provided in this Agreement, shall not be entitled to terminate this Agreement.

16. Breach by GTECH; Termination

16.1. The occurrence of any of the following shall be a breach of this Agreement on the part of GTECH (hereinafter a "GTECH Breach"):

- A. the breach by GTECH of any provision of this Agreement other than a failure to pay amounts due to the RIL;
- B. the failure on the part of GTECH to pay when due any amount due the RIL under this Agreement;
- C. intentional fraud on the part of GTECH, and/or
- D. intentional and serious misconduct on the part of GTECH that causes "Net Terminal Income" (as defined in the Video Lottery Agreement) and "Gross Sales" (as defined in the On-Line Lottery Agreement) over any three-month period of the Term to be less than twenty-five percent (25%) of Net Terminal Income and Gross Sales, respectively, over the corresponding three-month period in the prior calendar year.

16.2. The RIL may (but shall not be obligated to) terminate this Agreement immediately by written notice to GTECH, in the event of any of the following:

- A. Intentional fraud on the part of GTECH,
- B. Intentional and serious misconduct on the part of GTECH that causes "Net Terminal Income" (as defined in the Video Lottery Agreement) and "Gross Sales" (as defined in the On-Line Lottery Agreement) over any three-month period of the Term to be less than twenty-five percent (25%) of Net Terminal Income and Gross Sales, respectively, over the corresponding three-month period in the prior calendar year;
- C. GTECH fails to comply with its obligations under Section 3 and, within thirty (30) days after written notice from the RIL specifying such failure, GTECH fails to bring itself into compliance with Section 3;
- D. GTECH is required to under the terms of this Agreement and fails to comply with its obligations under Section 6.1, as evidenced by the certifications (or lack thereof) provided to the RIL pursuant to Section 6.2 and, within thirty (30) days after written notice from the RIL specifying such failure, GTECH fails to bring itself into compliance with Sections 6.1 and 6.2; and/or
- E. GTECH is required to under the terms of this Agreement and fails to comply with its obligations under Section 6.3, as evidenced by the certifications (or lack thereof) provided to the RIL pursuant to Section 6.4 and, within thirty (30) days after written notice from the RIL specifying such failure, GTECH fails to bring itself into compliance with Sections 6.3 and 6.4.

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16.3. In the event the RIL terminates this Agreement pursuant to this Section 16.2, then, notwithstanding anything to the contrary in the On-Line Lottery Agreement, the Video Lottery Agreement and/or the VLT Agreement, the RIL may, by written notice to GTECH, terminate the On-Line Lottery Agreement, the Video Lottery Agreement and/or the VLT Agreement.

16.4. In the event of a material breach by the GTECH, the RIL shall be entitled to recover its damages, including indirect and consequential damages, and lost profits, but, except as otherwise specifically provided in this Agreement, shall not be entitled to terminate this Agreement.

17. Effect of Termination.

Any termination of this Agreement shall not affect any liability of any of the parties that has accrued prior to the date of termination, including, without limitation, the liability of any party for any default by such party in the performance of its obligations under this Agreement, nor shall it affect the coming into force or continuance in force of any provision of this Agreement which is expressly intended to continue in force on or after such termination.

18. Property Rights.

18.1. Property Owned by the RIL; Usufruct. Ownership of all data, materials, and operating reports originating and prepared for the RIL pursuant to any contract resulting from this Agreement shall belong exclusively to the RIL. If for any reason, other than the breach of contract by the RIL, GTECH should lose its ability or refuse to service the contract with the RIL, the RIL shall acquire a usufruct of the source and object programs, the documentation for those programs owned by GTECH in conjunction with the contract and which are necessary to provide such service, the central facility, equipment and all terminals. Said usufruct shall be limited to the right of the RIL to possess and make use of such source programs and documentation solely for the use and benefit of the RIL in maintaining, altering, and improving the operation characteristics of the programs and systems being used by the RIL under the contract. Such usufruct shall be limited in time for the duration of the contract and in scope for programs system, central facility, equipment and all terminals being used by the RIL under the contract. All programs, documentation, instructions, and the like, including modifications or alterations thereof, shall be kept in confidence and shall be returned together with all copies to GTECH when their usufruct purposes have been fulfilled. Except as otherwise provided, the RIL shall acquire no other right or title in and to said source programs, documentation, central facility, equipment or terminals whatsoever.

18.2. Property owned by GTECH.

Except as specifically provided in Section 18.1 above:

A. All Intellectual Property related to Licensed Product and equipment and other products, services or technology directly or indirectly provided under or in connection with this Agreement at any time during the Term, belong and shall continue to belong exclusively to GTECH. The RIL shall immediately notify GTECH if the RIL ever..

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becomes aware of any impairment or infringement, or imminent threat of impairment or infringement, of GTECH's rights. The RIL shall not take any steps against any alleged infringer unless and until requested to do so in writing by GTECH. The RIL shall, at GTECH's expense, join with GTECH in taking such steps as GTECH may reasonably request to protect GTECH's rights. This Section 18.2 shall without time limitation survive the termination or expiration of this Agreement.

B. Title to the Licensed Product and hardware provided hereunder shall not pass to the RIL but shall remain in GTECH. The RIL does not hereunder obtain any license or other interest therein, except as provided in the On-Line Lottery Agreement and/or the Video Lottery Agreement.

18.3. Indemnification. GTECH shall hold and save harmless the State of Rhode Island, the RIL, their officers, agents and employees from liability of any nature or kind arising out of a claim or suit for or on account of the use of any copyrighted or uncopyrighted composition, trademark, service mark, secure process, patented invention, article or appliance furnished or used in the performance of this Agreement. GTECH agrees to assume the defense of any and all such suits and pay the costs and expenses incidental thereto, subject to the right of the State to provide additional legal counsel at the state's own expense.

19. Confidentiality.

19.1. Confidentiality.

A. As used herein, "Property" means all Confidential Information, formulae, processes, tools, developments, inventions, products and components thereof, and all other commercially valuable things (including without limitation hardware and software) directly or indirectly provided under or in connection with this Agreement. All IPR in or to Property shall remain the exclusive and valuable property of GTECH. The RIL does not hereby or hereunder obtain any license or other proprietary interest in or to Property except as may be specifically granted by GTECH in its sole discretion in writing.

B. As used herein, "Confidential Information" means all information (including, without limiting the foregoing, all engineering, programming and other technical and commercial information and know-how) directly or indirectly disclosed by GTECH to the RIL pursuant to or in connection with this Agreement (including, without limiting the foregoing, the Proposal submitted by GTECH to the RIL and any negotiations preceding this Agreement), provided that said information is descriptive of or used or useful in connection with the creation, development, modification, production, testing, maintenance, marketing or other use of Property. "Confidential Information" as defined herein shall not include information which is:

- (i) widely known to the public or within the computer and/or gaming industries, without any fault of the RIL;

(ii) already known to the RIL at the time that said information is disclosed by GTECH to the RIL, provided that said knowledge is documented by records in the RIL's possession predating such disclosure; or

(iii) subsequently received by the RIL in good faith from a non-party to this Agreement who has the prior right to make such subsequent disclosure.

C. The RIL hereby acknowledges that all Confidential Information is vital to GTECH's business and success. Therefore, the RIL agrees that it shall at all times keep all Confidential Information in the strictest of confidence. The RIL further agrees that it shall never disclose, directly or indirectly, in whole or in part, alone or in conjunction with others, any Confidential Information to anyone, other than to RIL employees with a need to know such Confidential Information for purposes contemplated by this Agreement. The RIL shall at least annually provide said employees with written notices advising them of their obligation to keep such information confidential.

D. The RIL further agrees that neither the RIL nor any RIL employee shall in any way (directly or indirectly, in whole or in part, alone or in conjunction with others) disclose, use or copy in any medium any Confidential Information without GTECH's prior specific written authorization. Any authorized reproduction, in whole or in part, in any medium, of documents or other media containing Confidential Information made by the RIL shall bear all copyright, trademark, patent and other proprietary notices appearing on the original.

E. The RIL agrees that Confidential Information might be learned through examination of the interior or disassembly of Property, and therefore the RIL agrees that without the prior specific written authorization from GTECH, the RIL shall neither permit the display of the interior of any Property to others nor permit the transfer of possession of any Property to others.

F. The RIL shall take all reasonable measures to protect the confidentiality of Confidential Information. Without limiting the foregoing, and in addition to any requirements set forth in this Section 19, the RIL shall employ security measures and a degree of care regarding Confidential Information which are at least as protective as those employed by the RIL regarding its own proprietary property and confidential information.

G. This Section 19 shall survive the termination or expiration of this Agreement for a ten (10) year period.

20. General

20.1. Force Majeure Neither party shall be liable for any delay in performing any obligation hereunder for any cause beyond its reasonable control, including but not limited to strike and labor disputes, accidents, war, invasion, riot, rebellion, civil commotion, insurrection, any act or judgment of any court granted in any legal proceeding, Acts of God such as fire, wind or lightning, explosion, act of government or faults or delays by subcontractors to provide service

due to circumstances such as those cited above ("Force Majeure"). This Section 20.1 shall not excuse the failure to pay money.

20.2. Relationship of Parties. The parties to this Agreement are and will be acting in their individual capacities and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

20.3. Scope of the Agreement. This writing, shall constitute the entire agreement between the parties and shall supersede all other prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. For the avoidance of doubt, except as specifically amended pursuant to this Agreement, the On-Line Lottery Agreement and the Video Lottery Agreement shall continue in full force and effect, enforceable by the parties in accordance with its terms.

20.4. Amendment. This Agreement shall not be amended except by a writing of subsequent date hereto, executed by duly authorized representatives of the parties hereto.

20.5. Assignment.

A. This Agreement shall not be assigned by either party without the prior written consent of the other party.

B. For purposes of Section 20.5.A, except for a merger of GTECH into its parent company, GTECH Holdings Corporation, (i) a sale or transfer of a direct or indirect equity interest in GTECH constituting a transfer of "control" (as defined below) of GTECH, or (ii) a sale of substantially all of the assets of, GTECH, will be deemed an assignment for which the RIL's consent is required; provided however, that in the event of such a transaction requiring the RIL's consent, the RIL shall not withhold its consent unless the acquirer or any of its officers or directors:

i. Is then debarred from participating in a procurement by any U.S. Federal department or agency or by any U.S. State;

ii. Has, within the three-year period preceding the transaction, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract;

iii. Has, within a three-year period preceding the transaction, had one or more public (Federal, State, or local) contracts terminated for cause or default; and/or

iv. Has, at the time of the transaction, a bond rating by Moody's Investors Services or Standard and Poor's Rating Service below "B".

For purposes of this Section 20.5, "control" means direct or indirect ownership of more than fifty percent (50%) or more of the shares or other interest entitling the owner to vote for election of the board of directors or similar governing body of the legal entity.

20.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and each of their respective successors and permitted assigns.

20.7. Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the other party thereafter to enforce each and every provision.

20.8. Severability. The parties acknowledge that the provisions contained herein (including without limitation any relating to Confidential Information) are required for the reasonable protection of the business interests of the parties. The illegality, invalidity or unenforceability of any provision of this Agreement under any applicable law shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision, and to this end the provisions hereof are declared to be severable.

20.9. Authorization to Execute Agreement. Both parties warrant that they are authorized to execute and deliver this Agreement and to perform the obligations set forth herein, and the persons executing this Agreement on behalf of such party are authorized to do so.

20.10. Headings. Section headings of this Agreement are for convenience only and shall neither form a part nor affect the interpretation hereof.

20.11. Recitals Not Controlling. In the case of any inconsistency between any provision in the recitals of this Agreement set forth before Section 1 and any provision of this Agreement set forth in Section 1 through and including Section 20, the provision set forth in Section 1 through and including Section 20 shall govern.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

Rhode Island Lottery

By: [Signature]
Title: President

Rhode Island Lottery Commission

By: [Signature]
Title: Chairwoman

GTECH Corporation

By: [Signature]
Title: CEO

THE RHODE ISLAND LOTTERY

Commission Members

Senator Maryellen Goodwin
Chairwoman
Representative Robert E. Flaherty
Vice Chairman
Representative William San Bento, Jr.
Secretary
Senator David E. Bates
Senator Michael J. Damiani
Representative Joseph H. Scott
Robert A. Mancini
William A. White
Lynne A. Urbani

Gerald S. Aubin
Executive Director

November 3, 2003

Mr. W. Bruce Turner
President & CEO
GTECH Corporation
55 Technology Way
West Greenwich, RI 02817

Dear Mr. Turner:

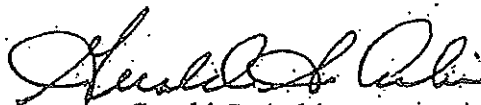
This letter pertains to the Master Contract dated May 12, 2003 by and between the Rhode Island Lottery and GTECH Corporation (the "Master Contract").

Pursuant to the terms of Section 2.1 of the Master Contract, the Master Contract did not become effective unless and until all of the conditions in Sections 2.1.A through D were satisfied. All of those conditions were satisfied on or before the date the Master Contract was signed - i.e., the conditions in Sections 2.1.A and B were satisfied by reason of the enactment, on May 2, 2003, of the Rhode Island "Act Enabling the Rhode Island Lottery Commission to Enter Into a Master Contract with GTECH", and the conditions in Sections 2.1.C and D were satisfied by reason of the execution of the Master Contract by the Rhode Island Lottery Commission and the Director of the Rhode Island Lottery. Accordingly, pursuant to Section 2.2 of the Master Contract, the Master Contract came into effect at the start of the Rhode Island Lottery's business day on July 1, 2003, and July 1, 2003 is the "Effective Date" of the Master Contract.

Pursuant to Section 2.2 of the Master Contract, this letter is being sent to you by facsimile and regular mail, and a copy of this letter shall be attached to the Master Contract as Exhibit A thereto.

Thank you for your cooperation in this regard.

Very truly yours,



Gerald S. Aubin
Executive Director

Marc A. Crisafulli, Esq.
Senior Vice President & General Counsel

THE LOT

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



55 Technology Way
West Greenwich, Rhode Island
02817 USA
Telephone 401 392-7909
Fax 401 392-0391

May 5, 2005

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VIA FACSIMILE AND U.S. MAIL

Mr. Gerald S. Aubin
Executive Director
Rhode Island Lottery
1425 Pontiac Avenue
Cranston, RI 02920

Re: Master Contract dated as of May 12, 2003 by and between the Rhode Island Lottery and GTECH Corporation

Dear Director Aubin:

Enclosed is a Waiver and Release Agreement dated as of May 5, 2005 by GTECH Corporation for the benefit of the Rhode Island Lottery in connection with the Master Contract. Please contact Marc, Alan or Jay with any questions.

Very truly yours,

Robert A. Arena
Assistant General Counsel

Enclosure

cc: Marc A. Crisafulli, Esq. (w/encl.)
Alan T. Bland (w/encl.)
Joseph S. Gendron II (w/encl.)
Derek Gwaltney (w/encl.) (via telecopy)
Robert M. Silva, Esq. (w/encl.) (via telecopy)

WAIVER AND RELEASE AGREEMENT

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THIS WAIVER AND RELEASE AGREEMENT (this "Agreement") is entered into as of this 5th day of May, 2005 by GTECH CORPORATION, a Delaware corporation ("GTECH"), for the benefit of the RHODE ISLAND LOTTERY, a Rhode Island state agency (the "RIL").

RECITALS

A. GTECH and the RIL are parties to that certain Master Contract dated May 12, 2003 (the "Master Contract").

B. Harrah's Operating Company, Inc., a Delaware corporation ("Harrah's"), contemplates the development of a casino project (the "Casino Project") in West Warwick, Rhode Island including approximately 3,000 slots, approximately 100 table games, structured parking for approximately 2,500 cars, surface parking for approximately 2,750 cars, an approximately 500 room hotel and such other elements as will be described in the Development Agreement (as defined that certain Harrah's/GTECH Agreement dated as of May 5, 2005 by and between Harrah's and GTECH (the "Harrah's/GTECH Agreement").

C. GTECH desires to provide a release and waiver to the RIL on the terms and conditions set forth herein in connection with GTECH's support of the Casino Project.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTECH agrees as follows:

1. Release and Waiver

(a) Master Contract Claims. GTECH hereby releases and forever discharges the RIL and the State of Rhode Island and their respective affiliates, agents, employees, agencies and representatives (the "RIL Releasees") of and from any and all manner of Claims (as hereinafter defined) which GTECH now has or may hereafter have against the RIL Releasees by reason of:

(i) any right pursuant to Section 7.5E of the Master Contract to a return or refund of any portion of the Intangible Asset Purchase Price as a result of new competition from the Casino Project, ^{not}

(ii) any right to the return or refund of the entire Intangible Asset Purchase Price pursuant to the Master Contract as a result of new competition from the Casino Project, and

(iii) any right to place at the Casino Project any Video Lottery Terminals (as defined in the Master Contract), Other Gaming Machines (as defined in the Master Contract)

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or a central communications system or to provide any other products or services to the Casino Project pursuant to the Master Contract.

(b) Claims. "Claims" shall mean any action or actions, cause or causes of action, in law or in equity, suits, debts, liens, liabilities, claims, demands, damages, punitive damages, losses, costs or expenses, and reasonable attorneys' fees of any nature whatsoever whether fixed or contingent.

(c) Master Contract Remains in Effect. Except for the release and waiver set forth in this Agreement, the Master Contract remains in full force and effect. Except for the rights affected by this Agreement, GTECH shall maintain all of its rights and remedies under the Master Contract and applicable law.

(d) Further Assurances. GTECH agrees to provide such other documents or take such other actions as may be necessary or reasonably requested by the RIL to carry out the purpose and intent of this Agreement.

2. Representations and Warranties. In connection herewith, GTECH represents and warrants that the following are true and correct:

(a) Power and Authority. GTECH has due power and authority to enter into this Agreement and perform its obligations hereunder.

(b) Corporate Action. GTECH has taken the requisite action, corporate or otherwise, necessary to authorize the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by such party and constitutes its valid and binding obligation, enforceable against such entity in accordance with its terms.

(c) No Litigation. To the best of GTECH's knowledge, no suit, action, investigation, inquiry or other proceeding by any governmental authority or other person or legal or administrative proceeding has been instituted or threatened that questions the validity or legality of this Agreement.

(d) No Assignment. GTECH has not currently assigned or transferred any interest in any of the released Claims and such party will not in the future, assign or transfer any interest in any such released Claim.

3. Miscellaneous

(a) Amendments. Any amendment to this Agreement may only be made and shall only be effective upon written agreement of GTECH and the RIL.

(b) Entire Agreement. This Agreement, as written, contains all of the terms and conditions agreed between the parties, relating to the transactions covered by this Agreement, it being agreed that all understandings and agreements heretofore and between the parties on the subject matter hereof are merged in this Agreement which alone fully and completely expresses their agreement and understanding with regard to the subject matter contained in this Agreement.

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(c) Attorneys' Fees. If any of GTECH or the RIL Releasees shall commence an action to enforce the terms and provisions of this Agreement, the prevailing party in any such action shall be entitled to recover its cost and expenses, in addition to any award or order by the court, including reasonable attorneys' fees incurred in connection with such action.

(d) Governing Law. This Agreement shall be governed and construed in accordance with the internal substantive laws of the State of Rhode Island, regardless of the laws which might otherwise govern under applicable conflicts of law principles.

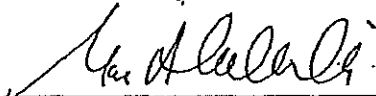
(e) Captions. The headings on the sections in this Agreement are for convenience only, form no part of this Agreement and shall not affect its interpretation.

(f) Interpretation of Words. A masculine pronoun wherever used in this Agreement shall be construed to include the feminine or neuter where appropriate. The singular form wherever used in this Agreement shall be construed to include the plural where appropriate.

(g) Severability. If any provision of this Agreement or the application of such provision to any person, entity or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those to which it is held invalid, shall not be affected thereby; provided that the parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

GTECH CORPORATION, a Delaware corporation

By: 

Name: Marc A. Crisafulli

Title: Senior Vice President, Gaming Solutions

DRAFT

For Immediate Release

May 11, 2005

Contact: Robert K. Vincent
Public Affairs
GTECH Corporation
401-392-7452

GTECH AND HARRAH'S ENTER INTO STRATEGIC ALLIANCE

WEST GREENWICH, RI and LAS VEGAS, NV – (May 11, 2005) – GTECH Corporation, a wholly-owned subsidiary of GTECH Holdings Corporation (NYSE: GTK), and Harrah's Operating Company, Inc., a subsidiary of Harrah's Entertainment, Inc. (NYSE: HET), said today they have entered into a strategic relationship whereby GTECH will supply Harrah's properties with gaming machines, and the two companies will work together to develop new game content.

Over the next two years, GTECH will place 200 leased video gaming machines in Harrah's properties around the country. The companies will also explore opportunities to expand the relationship with additional slot products in future years, depending upon the performance of the machines installed during the initial period.

The companies will also cooperate on potential development projects in jurisdictions that could consider legalization of casino gaming, including Suffolk Downs in Massachusetts and Kentucky's Turfway Park, which is owned by GTECH, Harrah's, and Keeneland Corporation. In addition, GTECH will support the proposed Narragansett Indian casino in Rhode Island that would be operated by the State of Rhode Island in conjunction with the

GTECH President and CEO W. Bruce Turner said, "GTECH has committed to a growth plan that anticipates substantial contributions from our Gaming Solutions division. This agreement with Harrah's provides us with a tremendous platform to introduce our games and technology into the top casino markets in the world. Perhaps as valuable as the placement of these machines is the ability we will have through this relationship to develop new game content in cooperation with Harrah's slot management staff."

Harrah's Chairman, CEO and President Gary Loveman added, "The gaming-machine segment of the commercial casino industry will benefit from a successful entry by GTECH, whose commitment to growth is evidenced by its purchase of Spielo and planned acquisition of Atronic. We look forward to working with GTECH, and sincerely appreciate its support of our development efforts with the Narragansett Indian Tribe. GTECH is a successful Rhode Island business that has demonstrated its commitment to improving the economic climate of the state."

Narragansett Chief Sachem Matthew Thomas commented that, "The Narragansetts and GTECH have had a relationship of mutual respect and admiration that began with the Company's support of our economic development activities in 1994. We're pleased that they have joined our efforts to bring financial prosperity and economic independence to our people. This is another example of the important role a world-class company like Harrah's can play in uniting respected and meaningful companies like GTECH with our efforts. It is also another endorsement of the substantial positive economic impact this project will have on all of Rhode Island."

"The Narragansett Indian Tribe earned our respect during our support of their 1994 efforts to authorize a casino project in West Greenwich. We appreciate the struggles they've had to

endure and the challenges they have had to overcome to make this project a reality," said Mr. Turner. "GTECH also has a long history with Harrah's through our joint ownership of Turfway Park. We enjoy strong managerial relationships to the extent that Gary Loveman will be the keynote speaker at GTECH's biennial customer event, the World Leaders Forum, being held next week in Washington, DC. We view this new relationship as a natural extension of our business dealings with Harrah's, and look forward to future opportunities for us to continue to expand our relationship. We are pleased to lend our support and participate in the effort to make the Narragansett's project in West Warwick a reality."

Mr. Turner added that the market can support the new project as well as existing facilities, and that the revenues the state derives from gaming activities will increase once the facility is opened. He also expressed confidence that Harrah's and the Narragansett Indians will be able to deliver on their commitment to create a world-class entertainment facility and one of the largest economic development projects in the history of the state.

Over the next two years, GTECH expects to receive approximately \$5.8 million in revenue for the placement of 200 machines.

Certain statements contained in this press release are forward looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21B of the Securities Exchange Act of 1934. The Company identifies forward looking statements by words such as "may," "will," "should," "could," "expect," "plan," "anticipate," "intend," "believe," "estimate," "continue," or similar words that refer to the future. Such statements include, without limitation, statements relating to the prospects and financial outlook for the Company, which reflect management assumptions regarding: (i) the future prospects for and stability of the lottery industry and other businesses in which the Company is engaged or expects to be engaged, (ii) the future operating and financial performance of the Company (including, without limitation, expected future growth in revenues, profit margins and earnings per share), and (iii) the ability of the Company to retain existing business and to obtain and retain new business. Such forward looking statements reflect management's assessment based on information currently available, but are not guarantees and are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in the forward looking statements.

These risks and uncertainties include, but are not limited to, those set forth above, in the Company's subsequent press releases and on reports by the Company on Forms 10-K, 10-Q and 8-K, and other reports and filings with the Securities and Exchange Commission, as well as risks and uncertainties respecting: (i) the potential impact of extensive and evolving government regulations upon the Company's business; (ii) the ability of the Company to continue to retain and extend its existing contracts and win new contracts; (iii) the possibility of slower than expected growth or declines in sales of lottery and gaming goods and services by the Company or the Company's customers; (iv) exposure to foreign currency fluctuations; (v) risks and uncertainties inherent in doing business in foreign jurisdictions; (vi) the relatively large percentage of the Company's revenues attributable to a relatively small number of the Company's customers; (vii) the possibility of significant fluctuation of quarterly operating results; (viii) the intensity of competition in the lottery and gaming industries; (ix) the possibility of substantial penalties under and/or termination of the Company's contracts; (x) the ability of the Company to respond to technological change and to satisfy the future technological demands of its customers; (xi) opposition to expansion of lottery and gaming; (xii) the Company's ability to attract and retain key employees; and (xiii) the possibility of adverse determinations in pending legal proceedings.

GTECH, a leading global information technology company with over \$1 billion in revenues and 5,300 people in over 50 countries, provides software, networks, and professional services that power high-performance, transaction processing solutions. The Company's core market is the lottery industry, with a growing presence in commercial gaming technology and financial services transaction processing. For more information about the Company, please visit GTECH's website at <http://www.gtech.com>.

Message Points for Harrah's Strategic Alliance

- GTECH's growth plan envisions an increased presence in commercial gaming spaces.
- Through its acquisition of Spielo and planned acquisition of Atronic, GTECH has been working diligently towards an phased entry into the commercial gaming markets.
- GTECH and Harrah's have shared a mutual respect as leaders of the market segments in which the companies operate. The Companies are co-owners of Turfway Park in Kentucky.
- The alliance to supply games to Harrah's properties is strategically important to GTECH's growth plans and will:
 - Provide an important jump start for immediate placement of 200 games in a wide variety of geographically diverse commercial gaming environments operated by Harrah's;
 - Afford GTECH critical insights into player preference data maintained by Harrah's about the games;
 - Allow for GTECH game development teams to work directly with Harrah's slot management staff in the development of new game offerings; and
 - Offer the opportunity for additional game placements in the future based on various criteria.
- As part of the strategic alliance, GTECH will lend its support the Narragansett/Harrah's casino development plan in Rhode Island.
 - GTECH has had a role in supporting the previous 1994 Narragansett Indian casino campaign.
 - Support for the development of new gaming entertainment venues is implicit in our growth strategy.
 - GTECH's support will come in the form of public endorsements, advice and consulting.
- It is the Company's expectation that the state will benefit from the casino proposal in numerous ways – construction expenditures and jobs, permanent casino jobs; tourism expenditures and expanded gaming revenue.
- It is also the Company's expectation that the state will experience a net increase in gaming revenues with the addition of a new casino.
- GTECH has certain rights under its master contract with the state that are triggered by the opening of a casino. As part of the strategic alliance, GTECH will waive or amend some of those rights.

Request to

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FIRST AMENDMENT TO MASTER CONTRACT

THIS FIRST AMENDMENT TO MASTER CONTRACT (this "Amendment Agreement") is made and entered into as of the 31st day of July, 2006 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), having an address of 1425 Pontiac Avenue, Cranston, Rhode Island 02920 (the "Division"), and **GTECH CORPORATION**, a Delaware corporation having an address of 55 Technology Way, West Greenwich, Rhode Island 02817 ("GTECH").

WITNESSETH:

WHEREAS, the Division, as successor-in-interest to the Rhode Island Lottery, a Rhode Island state agency (the "RIL"), and GTECH are parties to that certain Master Contract dated as of May 12, 2003 (the "Master Contract"), as well as to the Video Lottery Agreement (as defined in the Master Contract), the On-Line Lottery Agreement (as defined in the Master Contract), the VLT Agreement (as defined in the Master Contract) and the ITVM Agreement (as defined herein) (the Video Lottery Agreement, the On-Line Lottery Agreement, the VLT Agreement and the ITVM Agreement are collectively referred to herein as the "Related Agreements"); and

WHEREAS, the parties hereto desire to amend the Master Contract and certain of the Related Agreements 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. Effective Date. The parties agree that the Effective Date shall be July 1, 2003.
2. References to RIL. The parties hereby acknowledge and agree that the Division has assumed all of the RIL's obligations under the Master Contract and the Related Agreements, and all references to the RIL contained therein are hereby amended to be references to the Division.
3. Expansion of Manufacturing Facilities. Section 4 of the Master Contract is amended and restated in its entirety to read as follows:

"4. Expansion of Manufacturing Facilities

GTECH will expand (a) its manufacturing operations in the Town of West Greenwich, Rhode Island, in the facility presently containing GTECH's corporate headquarters, and/or (b) its manufacturing operations in the Town of Coventry, Rhode Island, in the facility located at 1372 Main Street, Coventry, Rhode Island."

4. Reporting and Compliance. Effective upon the closing of the acquisition of the issued and outstanding stock of GTECH Holdings Corporation, a Delaware corporation and the

sole stockholder of GTECH (the "Target"), by Gold Acquisition Corp., a Delaware corporation (and an indirect wholly-owned subsidiary of Lottomatica S.p.A., an Italian corporation) (the "Acquisition Subsidiary"), and the merger of the Acquisition Subsidiary with and into the Target (the "Closing"), Section 5 of the Master Contract is amended and restated in its entirety to read as follows:

"5. Reporting and Compliance

5.1. GTECH will, and will cause its affiliates, officers and directors (such persons and entities are collectively referred to herein as the "GTECH Parties") to, notify the Division, on an annual basis, whether or not there have been any material changes to applications or other information on file with, or provided to, the Division by any of the GTECH Parties. In addition, GTECH acknowledges, and will notify each of the GTECH Parties, that, in its discretion, the Division may undertake a review process at any time, and GTECH and the GTECH Parties shall submit to such process, which shall include, but not be limited to criminal background checks.

5.2. GTECH will cause (a) Lottomatica S.p.A., an Italian corporation ("Lottomatica"), its Chief Executive Officer, its Chief Financial Officer, its Chief Administrative Officer, any person holding an equivalent level position at Lottomatica (regardless of his or her official title) and its directors and (b) De Agostini S.p.A., an Italian corporation ("De Agostini"), its Chief Executive Officer, its General Manager, any person holding an equivalent level position at De Agostini (regardless of his or her official title), its directors and the owners of more than five percent (5%) of the equity interests in De Agostini (such persons and entities are collectively referred to herein as the "Lottomatica Parties"), to notify the Division, on an annual basis, whether or not there have been any material changes to applications or other information on file with, or provided to, the Division by any of the Lottomatica Parties. In addition, GTECH will notify or cause Lottomatica to notify each of the Lottomatica Parties, that, in its discretion, the Division may undertake a review process at any time, and the Lottomatica Parties shall submit to such process, which shall include, but not be limited to criminal background checks.

5.3. GTECH will cause Lottomatica to provide to the Division the names of any shareholders owning more than two percent (2%) of Lottomatica's capital shares once Lottomatica has been informed by such shareholders of such holdings pursuant to the relevant provisions of Italian law.

5.4. GTECH will comply, and will cause each of the GTECH Parties and the Lottomatica Parties to comply, with the rules and regulations of the Division as in effect from time to time applicable to GTECH, the GTECH Parties and the Lottomatica Parties.

5.5. GTECH agrees to submit, and will cause each of the GTECH Parties and the Lottomatica Parties to submit, to periodic examinations by the Division, including giving the Division access to all of its and their books, records, personnel and facilities during reasonable business hours with five (5) days notice.

5.6. GTECH agrees to ensure, and will cause each of the GTECH Parties and the Lottomatica Parties to ensure, that all material regulatory filings, annual audited financial statements, periodic financial statements, disclosure documents or material contracts or agreements of any of the GTECH Parties or the Lottomatica Parties requested by the Division shall be provided in English or translated into English upon the Division's request.

5.7. GTECH agrees to reimburse and pay to the Division (or to such entities or persons as the Division may identify) all reasonable costs and expenses associated with the Division's oversight over and review of GTECH, the GTECH Parties and the Lottomatica Parties, including such items as ongoing auditing, legal investigation services and other related matters. The Division agrees to provide GTECH with an itemized statement of such costs and expenses upon GTECH's request (such statement shall not include confidential attorney-client information).

5.8. GTECH agrees that it shall give prompt written notice to the Division of the occurrence of an Event of Default, or any event which, with notice or the passage of time, will become an Event of Default, under (and as defined in) that certain Senior Facilities Agreement dated May 5, 2006 among Lottomatica, as Parent; Gold Acquisition Corp., as Borrower; Credit Suisse International and Goldman Sachs International, as Term Loan Arrangers; Credit Suisse, London Branch, and Goldman Sachs International, as Revolving Facility Arrangers and Guarantee Facility Arrangers; Credit Suisse International and Goldman Sachs International, as Term Loan Bookrunners; Credit Suisse, London Branch, and Goldman Sachs International, as Revolving Facility Bookrunners and Guarantee Facility Bookrunners; Credit Suisse International, Credit Suisse, London Branch, and Goldman Sachs Credit Partners L.P., as Original Lenders; Bank of America, N.A., as Agent; Credit Suisse, London Branch, and Bank of America, N.A., as Issuing Bank; and the other lenders party thereto (or any successor senior credit facility agreement)."

5. Expenditure Reporting. Section 6.2 of the Master Contract is amended and restated in its entirety to read as follows:

"6.2. On or before May 31, 2004 and on or before May 31 of each year thereafter through the year following the year in which GTECH performs its obligations under Section 6.1, GTECH shall submit to the Division a certification by GTECH setting forth the amount of expenditures made by GTECH and (if applicable) GTECH's Business Affiliates within the scope of Section 6.1 to enable the Division to confirm GTECH's compliance with GTECH's obligation under Section 6.1."

6. Employment Reporting. Section 6.4 of the Master Contract is amended and restated in its entirety to read as follows:

"6.4. On or before May 31, 2006 and on or before May 31 of each year thereafter during the Term, GTECH shall submit to the Division a signed certification

certifying that GTECH has complied with its obligation under Section 6.3 with respect to the immediately preceding calendar year."

7. Economic Development Obligations. The Division acknowledges and agrees that GTECH and the Rhode Island Economic Development Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island (the "EDC"), have entered into that certain Development Agreement dated as of January 1, 2005 with respect to the New Headquarters Building (the "Development Agreement"). GTECH acknowledges and agrees that, upon notice from the Division to GTECH, the Division may delegate to the EDC or the Division of Taxation of the Department of Revenue, the responsibility for monitoring GTECH's compliance with Sections 3, 4 and 6 of the Master Contract, as amended by this Amendment Agreement (the "Amended Master Contract").

8. Release of Claim to Refund in Certain Circumstances. Section 7.5 of the Master Contract is amended to add a new Section 7.5.F, as follows:

"F. Notwithstanding anything to the contrary in this Section 7.5, GTECH shall not be entitled to a refund of all or any portion of the Intangible Asset Purchase Price as a result of a Significant Decline in Sales or in any decline in Total Lottery Sales, Total Net Terminal Income or Net Terminal Income or other impacts or effects arising from, or relating to, competition in any way directly or indirectly arising from GTECH or a GTECH Business Affiliate's activities at Suffolk Downs or elsewhere within a 60 mile radius of Providence, Rhode Island."

9. On-Line Lottery System. Section 8.1 of the Master Contract is amended and restated in its entirety to read as follows:

"8.1 GTECH shall replace the on-line lottery gaming system provided by GTECH pursuant to the On-Line Lottery Agreement with a new, state-of-the-art on-line lottery gaming system. In connection therewith, GTECH shall replace (a) on or before January 1, 2007, (i) the central system hardware (excluding the central system communications hardware to the extent it can continue to be used without impairing the functionality of the replacement system), (ii) the central system operating system software, (iii) the central system application software with GTECH's Enterprise Series central computer system application software and (iv) the communications software (excluding central system communications software that can continue to be used without impairing the functionality of the replacement system) and (b) on or before September 1, 2007, (i) the on-line lottery terminals with the next generation on-line lottery terminal to be developed by GTECH (instead of GTECH's Altura lottery terminal) and (ii) the telecommunications network with a satellite (or other state-of-the-art technology) based IP network.

On or before January 1, 2015, GTECH shall replace (a) the then-existing on-line lottery central-system hardware (excluding the on-line central system communications hardware to the extent it can continue to be used without impairing the functionality of the replacement system), with new, state-of-the-art on-line lottery central system

hardware, and (b) the then-existing on-line lottery terminals and other on-line lottery sales devices (to the extent their failure rates are more than thirty percent (30%) higher than their failure rates were with respect to the first full Agreement Year after their installation) with new, state-of-the-art on-line lottery terminals and other on-line lottery sales devices. The Division shall take all actions as are necessary on the part of the Division to enable GTECH to fulfill its obligations hereunder."

10. Interlott Acquisition. Pursuant to Section 8.2 of the Master Contract, GTECH and the Division agree that that certain Instant Ticket Vending Machine Agreement dated October 21, 1999 between GTECH, as successor-in-interest to Interlott Technologies, Inc., a Delaware corporation, and the Division, as successor-in-interest to the RIL, as amended by an Agreement Extension dated January 10, 2002 and by an Agreement Extension dated March 14, 2003 (the "ITVM Agreement"), is hereby amended effective as of September 18, 2003 as follows:

- (a) The term of the ITVM Agreement is extended from December 16, 2003 through June 30, 2023;
- (b) GTECH hereby releases the Division from its obligation to pay lease payments to GTECH under the ITVM Agreement and confirms that there are no lease payments due and owing by the Division to GTECH thereunder;
- (c) The Division hereby releases GTECH from its obligations (if any) to pay the Division liquidated damages, penalties, fees and/or indirect, special, consequential and/or punitive damages under the ITVM Agreement (whether with respect to events before or after the Effective Date);
- (d) (i) GTECH hereby agrees to replace the lesser of (A) all or (B) one hundred twenty-five (125) of the Division's existing instant ticket vending machines with (1) one hundred (100) new sixteen-bin EDSQ Instant Ticket Vending Machines (the "EDSQ ITVMs") by January 1, 2005, (2) twenty-four (24) new GamePoint Instant Ticket Vending Machines by October 1, 2005 and one (1) new GamePoint Instant Ticket Vending Machine within thirty (30) days of the day on which the Division notifies GTECH of the retailer location where such GamePoint should be installed (collectively, the "GamePoints") (the EDSQ ITVMs and the GamePoints are collectively referred to herein as the "2005 ITVMs"), and (3) thirty (30) new four-bin CDS Instant Ticket Vending Machines (the "CDS ITVMs") by December 13, 2005 and (ii) GTECH hereby agrees to replace the 2005 ITVMs by January 1, 2015 with one hundred twenty-five (125) new, on-line enabled devices, including full services route operation; and
- (e) The Division agrees to consider increasing the Deployment of instant ticket vending machines to optimize sales of instant tickets as business conditions permit.

11. Electronic Instant Lottery. Section 8.4 of the Master Contract is amended and restated in its entirety to read as follows:

"8.4 Subject to Division approval in a manner consistent with current Division policies and procedures, GTECH shall provide EIL products and services to the Division, as follows:

A. GTECH shall provide products, licenses and services necessary to Deploy throughout the State up to twenty-five (25) GTECH EIL machines. GTECH shall Deploy such EIL machines pursuant to a schedule agreed upon by the parties in writing within sixty (60) days after the Division's approval of the Deployment of EIL products and services by the Division.

B. Within six (6) months after the Deployment of the EIL machines pursuant to Section 8.4.A, the parties will discuss and agree upon the Deployment of additional EIL machines. The number and schedule for Deployment of such additional EIL machines shall be mutually agreed upon by the parties."

12. Substitution of Keno to Go for E-scratch™ and Other Games. Section 8.5 of the Master Contract is amended and restated in its entirety to read as follows:

"8.5 Subject to Division approval in a manner consistent with current Division policies and procedures, GTECH shall provide all products, licenses and services necessary to implement a Keno to Go game or other mutually agreed-upon new games, to the extent permissible under applicable law. GTECH shall provide such products, licenses and services pursuant to a schedule agreed upon by the parties in writing within sixty (60) days following the day on which the Division approves the implementation of Keno to Go or any such other game."

13. Monitor Games. Section 8.6 of the Master Contract is amended and restated in its entirety to read as follows:

"8.6 GTECH shall provide licenses and services necessary to maintain an optimal mix of monitor games on the Division's Keno terminals, including presentation of new monitor games for possible implementation if requested by the Division. Subject to the mutual agreement of the parties, GTECH shall provide such monitor games pursuant to a schedule agreed upon by the parties in writing within sixty (60) days after the Division's authorization of the implementation of such monitor games."

14. Section 10.7. Section 10.7 of the Master Contract is amended and restated in its entirety to read as follows:

"10.7 If any department, commission, agency or other body of the State other than the Division, or any other governmental entity, is given the authority to procure, authorize or license the procurement of Other Gaming Machines and, as a result of the

competition to Video Lottery Games from the games offered via such Other Gaming Machines, the aggregate Net Terminal Income of all Video Lottery Machines Deployed by the Division over any twelve-month period is less than the lesser of (i) ninety percent (90%) of the aggregate Net Terminal Income of all Video Lottery Machines Deployed by the Division over the corresponding twelve-month period one year prior (such prior twelve month period referred to as the "Base Period"), and (ii) Four Hundred Fifty Million Dollars (\$450,000,000), then, until such time (if ever) that the aggregate Net Terminal Income of all Video Lottery Machines Deployed by the Division over a subsequent corresponding twelve-month period is greater than the greater of (x) ninety percent (90%) of the Net Terminal Income of all Video Lottery Machines Deployed by the Division during the Base Period and (y) Four Hundred Fifty Million Dollars (\$450,000,000), then GTECH shall be released from its obligations (to the extent then unperformed and/or performance has not become due) under Sections 6, 8 and 9 of this Agreement and pursuant to the amendment to the Online Lottery Agreement effected by Section 11.3 of this Agreement."

15. Amendment to the On-Line Lottery Agreement. The parties hereby agree that Section 2(c)(iii) of the On-Line Lottery Agreement is hereby deleted in its entirety.

16. Subcontracting. Effective as of the Closing, GTECH acknowledges and agrees that it shall not subcontract all or any portion of its future obligations under the Master Contract or the Related Agreements without the prior written consent of the Division (which such consent shall not be unreasonably withheld). For the avoidance of doubt, such prohibition shall include, but not be limited to, a prohibition against subcontracting to any GTECH Business Affiliate or any other affiliate of GTECH as well as any third party.

17. Spielo VLTs. The Division hereby confirms that (a) none of the approximately 504 VLTs manufactured by Spielo Manufacturing ULC, a Nova Scotia unlimited company and successor-in-interest to Spielo Manufacturing Incorporated, a Canadian federal corporation ("Spielo"), and provided by Spielo USA Incorporated ("Spielo USA"), a Delaware corporation, to the RIL pursuant to that certain Video Lottery Terminal Technology Provider License Agreement dated as of September 29, 2000 by and between Spielo USA and the RIL, as amended (the "Spielo VLTs"), which were transferred by Spielo USA to GTECH effective July 1, 2004 were any of the 1,825 additional Video Lottery Terminals approved for Deployment by the Rhode Island Lottery Commission in January, 2003 and (b) the Spielo VLTs are Video Lottery Terminals provided by GTECH for purposes of the Amended Master Contract.

18. VLTs Manufactured by Third Parties. The Division agrees that any Video Lottery Terminals provided by GTECH pursuant to the Master Contract may be manufactured by GTECH, Spielo, any other affiliate of GTECH or any other manufacturer of Video Lottery Terminals; in each case, subject to the approval of the Director of the Division.

19. Substitution for Player Express Units. The Division agrees that GTECH has satisfied its obligation to provide additional substitute goods and services pursuant to Section 11.3(B) of the Master Contract by providing (a) the lottery website services described on Exhibit B attached hereto and (b) twenty-five (25) new GamePoint Instant Ticket Vending

Machines and thirty (30) new four-bin CDS Instant Ticket Vending Machines instead of twenty-five (25) of the one-hundred and twenty-five (125) new sixteen-bin EDSQ Instant Ticket Vending Machines which GTECH was required to provide pursuant to Section 8.2(ii) of the Master Contract.

20. 1425 Pontiac Avenue, Cranston, Rhode Island. The parties agree that, effective upon the execution by the Division and GTECH of a lease with respect to approximately 5,101 square feet of space in the building located at 1425 Pontiac Avenue, Cranston, Rhode Island, Section 1(b)(ii) of the On-Line Lottery Agreement, as amended by the Amended Master Contract, shall be amended in its entirety to read as follows:

"(ii) [Intentionally omitted.]".

21. Video Lottery Agreement – CCSP Fee. The parties agree that the example of the calculation of the CCSP set forth in the fifth paragraph of Section 1.2 of the Video Lottery Agreement (amended pursuant to Section 12.1 of the Master Contract), is amended in its entirety to read as follows:

\$10,000,000 x 2.50% = \$250,000; plus
\$15,000,000 x 1.00% = \$150,000;
Equals: \$400,000

22. SAS Modifications. The Division hereby consents to the modifications that GTECH made to the VLCC System to enable the use of IGT's Slot Accounting System communications protocol (versions 5.xx and higher) for communication between VLTs and the VLCC System.

23. Performance of Obligations. GTECH hereby acknowledges and agrees that, as of the date of this Amendment Agreement, GTECH has fully performed in all material respects all of its obligations under the Amended Master Contract and the Related Agreements, as each of them may be amended by this Amendment Agreement.


24. Miscellaneous. Except as modified hereby, the Master Contract and the Related Agreements 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. Capitalized terms used but not defined herein shall have the meanings give such terms in the Amended Master Contract.

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

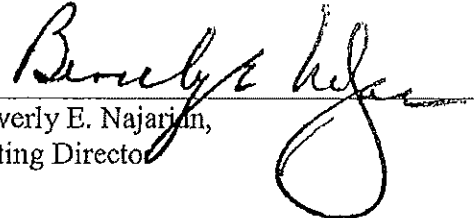
GTECH CORPORATION

Date: July 31, 2006

By 
W. Bruce Turner,
President and Chief Executive Officer

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

Date: August 1, 2006

By 
Beverly E. Najarian,
Acting Director

ACKNOWLEDGEMENT AND AGREEMENT

Lottomatica hereby acknowledges and agrees to the terms and conditions set forth in Section 5 of the Amended Master Contract.

IN WITNESS WHEREOF, Lottomatica has caused this Acknowledgement and Agreement to be duly executed as of the date set forth above.

LOTTOMATICA S.P.A.

Date: August 1, 2006

By _____
Print Name _____
Title _____

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

GTECH CORPORATION

Date: July 31, 2006

By _____
W. Bruce Turner,
President and Chief Executive Officer

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

Date: August 1, 2006

By _____
Beverly E. Najarian,
Acting Director

ACKNOWLEDGEMENT AND AGREEMENT

Lottomatica hereby acknowledges and agrees to the terms and conditions set forth in Section 5 of the Amended Master Contract:

IN WITNESS WHEREOF, Lottomatica has caused this Acknowledgement and Agreement to be duly executed as of the date set forth above.

LOTTOMATICA S.P.A.

Date: August 1, 2006

By Paolo Ceretti
Paolo Ceretti
Director and proxy

ACKNOWLEDGEMENT AND AGREEMENT

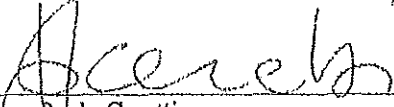
De Agostini hereby acknowledges and agrees to the terms and conditions set forth in Section 5 of the Amended Master Contract:

IN WITNESS WHEREOF, De Agostini has caused this Acknowledgement and Agreement to be duly executed as of the date set forth above.

DE AGOSTINI S.P.A.

Date: August 1, 2006

By



Paolo Ceretti
General Manager

EXHIBIT B

Lottery Website Services

GTECH will provide the Division with the following lottery website services:

1. On or before April 25, 2005, a one-time full website upgrade of content and graphical design and player registration and reporting. The Division acknowledges its acceptance of the foregoing deliverable.
2. From April 25, 2005 through April 25, 2008:
 - o Full support and maintenance for servers and network
 - o Creation and distribution of up to 50,000 emails per month
 - o Six (6) surveys created, distributed and survey reporting per year
 - o Winning numbers updated and automated process for future installation
 - o All hardware, hosting and server agreements
 - o Enhanced marketing and promotion awareness

Effective as of July 1, 2005, the Division shall compensate GTECH for the creation and distribution of emails in excess of 50,000 per month at the rate of \$0.03 per email.

Subject to the mutual agreement of the parties, GTECH will provide additional lottery website services and the Division will compensate GTECH for such additional services at mutually acceptable rates.



GTECH
Architects of Gaming

1425 Pontiac Avenue
Cranston, Rhode Island
02920 USA
Telephone 401 392-2554
Fax 401 392-4828

August 30, 2007

VIA EMAIL AND U.S. MAIL

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

Re: Master Contract

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.

The purpose of this letter is to confirm the agreement between the Division and GTECH that, notwithstanding Section 8.1(b) of the Master Contract, GTECH will defer the replacement of the on-line lottery terminals and the telecommunications network currently in operation from September 1, 2007 to another date mutually acceptable to the parties. Please contact the undersigned immediately if the foregoing does not accurately represent the Division's understanding.

Thank you.

Very truly yours,

GTECH CORPORATION

By 

Derek Gwaltney,
Account Development Manager

cc: Robert M. Silva, Esq. (via email)



GTECH[®]
Architects of Gaming

September 28, 2007

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

Re: Master Contract

Ladies and Gentlemen:

Reference is hereby made to (a) 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 Waiver and Release Agreement dated as of May 5, 2005 and as amended by a First Amendment to Master Contract dated as of July 31, 2006 (the "Master Contract"), and (b) that certain letter dated August 27, 2007 from GTECH to the Division regarding the deferral of the replacement of the on-line lottery terminals and the telecommunications network currently operated by GTECH for the Division from September 1, 2007 to another date mutually acceptable to the parties. Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract.

GTECH hereby proposes that, notwithstanding Section 8.1(b) of the Master Contract, GTECH will complete the replacement of the on-line lottery terminals and the telecommunications network currently operated by GTECH for the Division with GTECH's Imagine™ online lottery terminals and a VSAT telecommunications network on or before October 14, 2007.

Please confirm the Division's acceptance of the foregoing proposal by signing a duplicate original of this letter agreement.



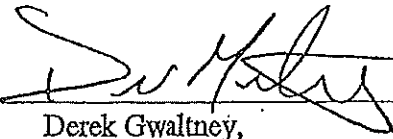
GTECH
Architects of Gaming

State Lottery Division of the State of
Rhode Island Department of Revenue
September 28, 2007
Page 2

Please contact the undersigned with any questions Thank you for your cooperation.


Very truly yours,

GTECH CORPORATION

By 
Derek Gwaltney,
Account Development Manager

The Division hereby accepts the foregoing proposal as of the 28th day of September, 2007.

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

By 
Gerald S. Aubin,
Director

cc: Robert A. Arena, Esq.
Robert M. Silva, Esq.



GTECH[®]
Architects of Gaming

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

December 18, 2007

VIA EMAIL AND U.S. MAIL

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

Re: Master Contract

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 Waiver and Release Agreement dated as of May 5, 2005 and 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.

GTECH hereby agrees that if there are fewer than four (4) suppliers of Video Lottery Terminals supplying Video Lottery Terminals to the Division during the 2008 Efficiency Period, then GTECH will waive its right under Section 10.3 of the Master Contract to require the Division to negotiate a reduction in the current Efficiency Rating threshold (97%) to a mutually agreeable efficiency rating threshold for purposes of Sections 10.4 and 10.5.A of the Master Contract with respect to calendar year 2008 only.

Please contact the undersigned with any questions. Thank you.

Very truly yours,

GTECH CORPORATION

By

Alan Eland,
Senior Vice President - Americas

cc: Robert M. Silva, Esq. (via email)

SECOND AMENDMENT TO MASTER CONTRACT

THIS SECOND AMENDMENT TO MASTER CONTRACT (this "Amendment Agreement") is made and entered into as of the 14th day of July, 2008 (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 an address of 1425 Pontiac Avenue, Cranston, Rhode Island 02920 (the "Division"), and GTECH CORPORATION, a Delaware corporation having an address of GTECH Center, 8th Floor, 10 Memorial Boulevard, Providence, Rhode Island 02903 ("GTECH").

WITNESSETH:

WHEREAS, the Division and GTECH are parties to that certain Master Contract dated as of May 12, 2003, 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").

WHEREAS, the parties hereto desire to amend the Master Contract 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. Replacement of On-Line Lottery Gaming System. Section 8.1 of the Master Contract is amended and restated in its entirety to read as follows:

"8.1. Replacement of On-Line Lottery Gaming System. GTECH shall replace the on-line lottery gaming system provided by GTECH pursuant to the On-Line Lottery Agreement with a new, state-of-the-art on-line lottery gaming system (the "2007 On-Line Lottery Gaming System"). In connection therewith, GTECH shall replace (a) on or before January 1, 2007, (i) the central system hardware (excluding the central system communications hardware to the extent it can continue to be used without impairing the functionality of the replacement system), (ii) the central system operating system software, (iii) the central system application software with GTECH's Enterprise Series central computer system application software and (iv) the communications software (excluding central system communications software that can continue to be used without impairing the functionality of the replacement system) and (b) on or before October 14, 2007, (i) the on-line lottery terminals with GTECH's Imagine™ online lottery terminals and (ii) the telecommunications network with a satellite (or other state-of-the-art technology) based IP network.

GTECH shall replace GTECH's Imagine online lottery terminals with GTECH's Altura™ online lottery terminals as soon as commercially practicable and, subject to delays caused by Force Majeure, the Division or Division retailers, on or before December 31, 2008.

On or before December 31, 2014, GTECH shall replace (a) the then-existing on-line lottery central-system hardware (excluding the on-line central system communications hardware to the extent it can continue to be used without impairing the functionality of the replacement system), with new, state-of-the-art on-line lottery central system hardware, and (b) the then-existing on-line lottery terminals and other on-line lottery sales devices (to the extent their failure rates are more than thirty percent (30%) higher than their failure rates were with respect to the first full Agreement Year after their installation) with new, state-of-the-art on-line lottery terminals and other on-line lottery sales devices. The Division shall take all actions as are necessary on the part of the Division to enable GTECH to fulfill its obligations hereunder."

2. Release by Division – Electronic Instant Lottery. The Division hereby releases GTECH from its obligations under Section 8.4 of the Master Contract.

3. Release by Division – Keno to Go. The Division hereby releases GTECH from its obligations under Section 8.5 of the Master Contract.

4. Replacement of the VLCC System. The parties agree that, notwithstanding Section 9 of the Master Contract, GTECH shall, on or before December 31, 2012, replace the VLCC System (as that term is defined in the Video Lottery Agreement) provided by GTECH pursuant to the Video Lottery Agreement in a manner consistent with the then-operating VLCC System; provided, however, that GTECH shall replace each of the components of the VLCC System listed on Exhibit A attached hereto on or before the later of (a) the date such component is not supported by the manufacturer thereof or GTECH or (b) December 31, 2009. If any component of the VLCC System is replaced on or before the date on which the VLCC System is replaced, then, notwithstanding the first sentence of this Section, GTECH shall not be required to replace such replacement component until the date such replacement component is not supported by the manufacturer thereof or GTECH.

5. Enterprise Series Multimedia Devices. GTECH shall deploy up to 1,100 15 inch display monitors (the "ESMM Devices") at Division retailer locations. The ESMM Devices will (a) have full customer display of transaction information for wagers and validations, (b) display winning numbers for PowerBall, Wild Money, Daily Numbers and Keno and (c) allow for advertising of lottery and non-lottery products. The deployment of the ESMM Devices shall include the necessary on-line lottery gaming system software development and related cabling and installation services.

6. Internet Support. For the period from April 26, 2008 through April 25, 2010, GTECH shall provide the following lottery website services to the Division:

- o Full support and maintenance for servers and network (which may be located at a site of GTECH's third party hosting and software vendor)
- o Creation and distribution of all emails
- o Automatic updating of winning numbers
- o To the extent necessary, upgrades of all hardware, hosting and server agreements
- o On-site support of website content upgrades and resolution of technical issues
- o Software support for all website software issues
- o Support of web marketing, promotions, game launches and winner awareness programs

Effective as of April 26, 2008, the Division shall compensate GTECH for the foregoing services at the rate of \$2,100.00 per month.

7. Marketing Services. GTECH shall provide onsite sales and marketing services to the Division for a two (2) year period commencing on or before the day which is ninety (90) days following the Amendment Effective Date. Such services may include support of new game launches, market and game performance analysis, sales trends analysis, market research, support for development of Division retailer points of sale, product strategies, Enterprise Series Multimedia and Keno content strategies, internet marketing planning and marketing support of a second-chance draw program (if implemented).

8. SAS 70 Audits. GTECH shall, at GTECH's sole cost and expense, have (a) one (1) Type II SAS 70 audit for a six-month period (which shall begin and end during the Division's 2009 fiscal year) of GTECH's controls with respect to the 2007 On-Line Lottery Gaming System and (b) one (1) Type II SAS 70 audit for a six-month period (which shall begin and end during the Division's 2009 fiscal year) of GTECH's controls with respect to the VLCC System. GTECH shall deliver the reports of such audits to the Division on or before June 30, 2009.

9. Performance of Obligations. The Division hereby acknowledges and agrees that, as of the date of this Amendment Agreement, GTECH has fully performed in all material respects all of its obligations under the Master Contract, as amended by this Amendment Agreement (the "Amended Master Contract").

10. Miscellaneous. Except as modified hereby, the Master Contract shall remain in full force and effect and is 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

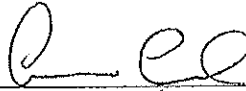
[CONTINUED ON THE NEXT PAGE]

of which together shall constitute one and the same instrument. Capitalized terms used but not defined herein shall have the meanings give such terms in the Amended Master Contract.

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


GTECH CORPORATION

Date: July 15, 2008

By 
Print Name Alan Bland
Title SENIOR VICE PRESIDENT,
GTECH AMERICA

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

Date: July 14, 2008

By 
Gerald S. Aubin,
Director

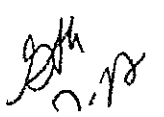


EXHIBIT A

VLCC System Components to be Replaced Prior to December 31, 2012

Component	Quantity			
	Primary Data Center	Backup Data Center	Twin River	Newport Grand
Cisco 3725 Router	0	0	2	0
WS-C3550-12G switch	0	0	2	0
WS-C4503 switch	0	0	2	0
WS-C2950G-12-EI 12 port switch	2	2	15	2
WS-C2950G-24-EI 24 port switch	2	2	8	1
WS-C2950G-48-EI 48 port switch	1	1	0	0
Cisco 1721 router	0	0	1	0
WS-C3512-XL switch	0	0	0	4
WS-C2950T-24 switch	0	0	0	1
Cisco 3640 router	2	2	0	2
Cisco 2621 router	2	2	0	1
PIX 515 firewall	2	2	2	0
CSS-11051-AC content switch	2	2	0	0

THIRD AMENDMENT TO MASTER CONTRACT

THIS THIRD AMENDMENT TO MASTER CONTRACT (this "Amendment Agreement") is made and entered into as of the 15th day of August, 2009 (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 an address of 1425 Pontiac Avenue, Cranston, Rhode Island 02920 (the "Division"), and **GTECH CORPORATION**, a Delaware corporation having an address of GTECH Center, 8th Floor, 10 Memorial Boulevard, Providence, Rhode Island 02903 ("GTECH").

WITNESSETH:

WHEREAS, the Division and GTECH are parties to that certain Master Contract dated as of May 12, 2003; 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 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; and as amended by a Second Amendment to Master Contract dated as of July 14, 2008 (the "Master Contract"); and

WHEREAS, the parties hereto desire to amend the Master Contract 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. Definitions. As used herein, the following terms shall have the meanings given below:

(a) "Bonus Play Web Page" means a GameLogic (as defined below) web page that will be made available as a portion of the Second Chance Website (as defined below) on which players can access a library of bonus games. The bonus games will require the use of a web code which can only be obtained by purchasing a Pilot Instant Ticket from the Division. The Division shall have the right to approve each of the bonus games made available on the Bonus Play Web Page.

(b) "Challenge Play Web Page" means a GameLogic web page that will be made available as a portion of the Second Chance Website on which players can reveal a pre-determined balance of Challenge Play Web Page Points. Players will then have access to a library of free promotional games which use the Challenge Play Web Page Points. The free promotional games will not require players to have purchased a lottery ticket from the Division but players must be Division VIP Club Members. Twice each month (on dates designated by the Division), the Division will award a prize to the Division VIP Club Member with the highest

accumulated Challenge Play Web Page point balance. The Division shall have the right to approve each of the free promotional games made available on the Challenge Play Web Page.

(c) "Fun Play Web Page" means a GameLogic web page that will be made available as a portion of the Second Chance Website on which players can access a library of free games intended to enhance the entertainment value of the Division's website. The free games will not require players to have purchased a lottery ticket from the Division. The Division shall have the right to approve each of the free games made available on the Fun Play Web Page.

(d) "Pilot Period" means the period commencing on the Actual Pilot Period Commencement Date (as defined below) and expiring on the Actual Pilot Period Expiration Date (as defined below).

(e) "Scheduled Pilot Period Commencement Date" means August 15, 2009.

(f) "Scheduled Pilot Period Expiration Date" means April 30, 2010.

(g) "Second Chance Website" means a website created and maintained by GameLogic with a look-and-feel similar to that of the Division's website that provides access as specified herein to the Fun Play Web Page, the Bonus Play Web Page and the Challenge Play Web Page.

2. Second Chance Solution Pilot. GTECH shall provide a pilot of a second chance solution (the "Second Chance Solution Pilot") to the Division pursuant to the following:

2.1. GTECH Obligations. In connection with the Second Chance Solution Pilot, GTECH shall:

(a) Modify the \$2 "Beat the Dealer" instant tickets and "Money Money Money" instant tickets (the "Pilot Instant Tickets") to include an eight-digit alphanumeric code. The Pilot Instant Tickets shall be 5" x 4", shall be provided in packs of 40 and quantities of 800,000 per game. GTECH shall deliver the Pilot Instant Tickets for distribution on or before September 10, 2009. The Division acknowledges that GTECH has performed this obligation.

(b) Deliver reports from the instant ticket module of the on-line lottery gaming system regarding the Pilot Instant Tickets, the form, content and frequency of which shall be mutually acceptable to the parties.

(c) Make all necessary changes to the Division's website to enable visitors to click through to the Second Chance Website on or before August 14, 2009. The Division acknowledges that GTECH has performed this obligation.

(d) Develop and deliver 1,600,000 eight-digit alphanumeric codes to the Division for validation purposes on or before September 4, 2009. The Division acknowledges that GTECH has performed this obligation.

(e) Launch the Second Chance Website on or before the Scheduled Pilot Period Commencement Date and make the Second Chance Website available from the date GTECH launches the Second Chance Website (the "Actual Pilot Period Commencement Date") available through the Actual Pilot Period Expiration Date. The Division shall have the right to approve the Second Chance Website and any modifications thereto. The Division acknowledges that GTECH launched the Second Chance Website on or before the Scheduled Pilot Period Commencement Date.

(f) Launch the Fun Play Web Page on or before the Scheduled Pilot Period Commencement Date and make the Fun Play Web Page available through the Actual Pilot Period Expiration Date. The Division acknowledges that GTECH launched the Fun Play Web Page on or before the Scheduled Pilot Period Commencement Date.

(g) Launch the Challenge Play Web Page on or before November 16, 2009 (or such later date during the Pilot Period as the Division may specify) and make the Challenge Play Web Page available through the Actual Pilot Period Expiration Date unless the Division requests that GTECH cause GameLogic to remove the Challenge Play Web Page from the Second Chance Website before the Actual Pilot Period Expiration Date, in which case GTECH shall cause GameLogic to remove the Challenge Play Web Page from the Second Chance Website. The Division acknowledges that GTECH launched the Challenge Play Web Page on or before November 16, 2009.

(h) Launch the Bonus Play Web Page on or before January 11, 2010 (or such later date during the Pilot Period as the Division may specify) and make the Bonus Play Web Page available through the date (the "Actual Pilot Period Expiration Date") which is the earlier of (i) the Scheduled Pilot Period Expiration Date and (ii) the thirtieth (30th) day following the day on which the last Pilot Instant Ticket is sold by the Division.

(i) Provide trigger emails and alerts to the Division in support of the play of games on the Fun Play Web Page, Bonus Play Web Page and Challenge Play Web Pages and other activities that take place on the Second Chance Website (e.g., welcome greeting, second chance winner notification, etc.) during the applicable portions of the Pilot Period.

(j) On or before the Scheduled Pilot Period Commencement Date, integrate the Second Chance Website member database with the Division's VIP Club Member database so that current VIP Club Members do not need to re-register. The Division acknowledges that GTECH completed such integration on or before the Scheduled Pilot Period Commencement Date.

(k) Deliver regular reports to the Division regarding activity on the Second Chance Website, the form, content and frequency of which shall be mutually acceptable to the parties, during the Pilot Period.

(l) Provide second level telephone support with respect to the Second Chance Website to the Division during the Pilot Period (i.e., telephone support during normal business hours to the Division). GTECH shall have no obligation to provide any support to end-users.

(m) Coordinate with the owners of the Twin River and Newport Grand facilities with the goal of having those facilities support the Second Chance Solution Pilot. Such potential support may include, but not be limited to, those facilities awarding free slot play coupons in connection with the Second Chance Solution Pilot, with such coupons to be redeemable at the respective facility. GTECH cannot assure that either of such facilities will decide to support the Second Chance Solution Pilot and the lack of support of the Second Chance Solution Pilot by either or both of such facilities shall not constitute a breach of this Amendment Agreement or the Master Contract, as amended by this Amendment Agreement (the "Amended Master Contract"), by GTECH.

(n) If the owners of Twin River and Newport Grand agree to support the Second Chance Solution Pilot, then make second level telephone support with respect to the coupon redemption system available to the owners of Twin River and Newport Grand during the Pilot Period (i.e., telephone support during normal business hours to the owners of Twin River and Newport Grand). GTECH shall have no obligation to provide any support to end-users.

2.2. Consent to Subcontracting. The Division hereby consents to the subcontracting of all or a portion of the foregoing Second Chance Solution Pilot activities by GTECH to subcontractors, including, without limitation, GTECH Printing Corporation, a Delaware corporation and a wholly-owned subsidiary of GTECH ("GPC"), and GameLogic, Inc., a Delaware corporation ("GameLogic").

2.3. Division Obligations. In connection with the Second Chance Solution Pilot, the Division shall:

(a) Ensure that the Division's instant ticket launch plans include the launch of the Pilot Instant Tickets on the Pilot Period Commencement Date.

(b) Review and approve the working papers for the Pilot Instant Tickets on or before August 31, 2009. GTECH acknowledges that the Division has performed this obligation.

(c) Identify, acquire and organize the prizes for the Second Chance Website.

(d) Provide marketing awareness support of the Pilot Instant Tickets and the Second Chance Website.

(e) Pay GTECH the sum of (i) \$23.00 per 1,000 Pilot Instant Tickets (the "Instant Ticket Printing Compensation") and (ii) \$0.20 per Login (as defined below) up to a maximum of \$25,000.00. A "Login" is defined as each time an authenticated Division VIP Club Member clicks through from the Division's website to the Second Chance Website to play a game available on the Bonus Play Web Page or the Challenge Play Web Page. GTECH hereby irrevocably authorizes and directs the Division to pay the Instant Ticket Printing Compensation directly to GPC.

3. Division's VIP Club Member Database and Website. The Division hereby grants GTECH the irrevocable, non-exclusive, royalty-free right and license during the period

commencing on the Amendment Effective Date and expiring on the Actual Pilot Period Expiration Date to use the Division's VIP Club Member database and all of the trademark and other intellectual property rights associated with the Division's website solely for the limited purpose of enabling GTECH to meet its obligations under Section 2.1. Unless specifically allowed hereunder or required by applicable law, regulation or court order, GTECH shall not release or disclose or provide information from such database or provide access to such database to any other individual or entity.

4. Performance of Obligations. The Division hereby acknowledges and agrees that, as of the date of this Amendment Agreement, GTECH has fully performed in all material respects all of its obligations under the Amended Master Contract.


5. No Obligation. The Division agrees and acknowledges that neither GTECH, GPC, any of their affiliates nor GameLogic shall have any obligation to provide any goods or services under this Amendment Agreement or to contract with the Division after the expiration of the Second Chance Solution Pilot.

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. Capitalized terms used but not defined herein shall have the meanings give such terms in the Amended Master Contract.

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


GTECH CORPORATION

Date: December 8, 2009

By 
Print Name ROSS DALTON
Title PRESIDENT SUPPLY

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

Date: December 3, 2009

By 
Gerald S. Aubin,
Director



GTECH[®]
Architects of Gaming

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

Letter Agreement Amendment with respect to Second Amendment to Master Contract

May 10, 2010
effective as of April 25, 2010

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

Re: Master Contract – Lottery Website Services

Ladies and Gentlemen:

Reference is hereby made to that certain Second Amendment to Master Contract dated as of July 14, 2008 (the "Second Amendment") 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 GTECH Corporation, a Delaware corporation ("GTECH"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Second Amendment.

GTECH hereby proposes that the expiration date of the period during which GTECH shall provide lottery website services to the Division pursuant to Section 6 of the Second Amendment (the "Lottery Website Services Period") be changed from April 25, 2010 to June 30, 2010 (the "Second Lottery Website Services Period Expiration Date"). In addition, GTECH proposes that the Lottery Website Services Period be automatically extended until either party exercises its right to terminate pursuant to the following sentence. From and after the Second Lottery Website Services Period Expiration Date, each party shall have the right to terminate Section 6 of the Second Amendment by giving the other party ten (10) days written notice of the exercise of such right.

Please confirm the Division's acceptance of the foregoing proposal by signing the enclosed copy of this letter agreement and returning it to GTECH.



GTECH®
Architects of Gaming

State Lottery Division of the State of
Rhode Island Department of Revenue
May 10, 2010
Page 2

Please contact the undersigned with any questions. Thank you for your cooperation.

Very truly yours,

GTECH CORPORATION

By Joseph S. Gendron III
Joseph S. Gendron III,
Regional Vice President

The Division hereby accepts the foregoing proposal as of the 13th day of May, 2010.

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

By Gerald S. Aubin
Gerald S. Aubin,
Director

FOURTH AMENDMENT TO MASTER CONTRACT

THIS FOURTH AMENDMENT TO MASTER CONTRACT (this "Amendment Agreement") is made and entered into as of the 26th day of April, 2011 (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 an address of 1425 Pontiac Avenue, Cranston, Rhode Island 02920 (the "Division"), and **GTECH CORPORATION**, a Delaware corporation having an address of GTECH Center, 8th Floor, 10 Memorial Boulevard, Providence, Rhode Island 02903 ("GTECH").

WITNESSETH:

WHEREAS, the Division and GTECH are parties to that certain Master Contract dated as of May 12, 2003; 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 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; and as amended by a Third Amendment to Master Contract dated as of August 15, 2009 (the "Master Contract"); and

WHEREAS, the parties hereto desire to amend the Master Contract 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. Release by Division – Lottery Inside. The Division hereby releases GTECH from its obligations under Section 8.3 of the Master Contract.
2. Express Point Plus Terminals. GTECH shall provide 150 GTECH Express Point Plus Terminals (the "Express Point Plus Terminals") to the Division for installation at Division retailer locations. GTECH shall also provide the necessary cabling and associated installation and maintenance services for the Express Point Plus Terminals to the Division.
3. Internet Support. For the period commencing on July 1, 2010 and ending on December 31, 2016 (the "Fourth Amendment Delivery Expiration Date"), GTECH shall provide the following lottery website services (the "Lottery Website Services") to the Division:
 - o Full support and maintenance for servers and network (which may be located at a site of GTECH's third party hosting and software vendor)

- o Creation and distribution of all emails
- o Automatic updating of winning numbers
- o To the extent necessary, upgrades of all hardware, hosting and server agreements
- o On-site support of website content upgrades and resolution of technical issues
- o Software support for all website software issues
- o Support of web marketing, promotions, game launches and winner awareness programs

The Division shall compensate GTECH for the Lottery Website Services set forth in the first and fourth items of the preceding list at the rate of \$2,100.00 per month.

4. Second Chance Draw Functionality. GTECH shall provide second chance draw functionality with respect to the Online System as specified by a specification document to be agreed by the Division and GTECH (the "Second Chance Draw Functionality"), for the period commencing on the date of acceptance of the Second Chance Draw Functionality by the Division and ending on the Fourth Amendment Delivery Expiration Date. The Second Chance Draw Functionality shall include all online lottery games and all non-licensed instant ticket lottery games and associated onsite support and maintenance.

5. 2011 ITVMs. GTECH shall provide 75 used GTECH 24-bin EDSQ Instant Ticket Vending Machines (the "2011 ITVMs") to the Division for installation at Division retailer locations. GTECH shall also provide the necessary cabling and associated installation and maintenance services for the 2011 ITVMs to the Division for the period commencing on the Amendment Effective Date and ending on the Fourth Amendment Delivery Expiration Date.

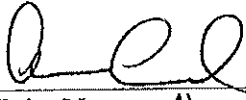
6. Performance of Obligations. The Division hereby acknowledges and agrees that GTECH has fully performed in all material respects all of its obligations under the Master Contract, as amended by this Amendment Agreement (the "Amended Master Contract"), which are to be performed by GTECH as of the Amendment Effective Date.

7. 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. Capitalized terms used but not defined herein shall have the meanings give such terms in the Amended Master Contract.

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

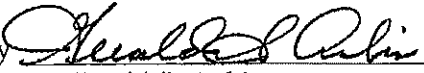
GTECH CORPORATION

Date: April 29, 2011

By 
 Print Name Alan Eland
 Title SVP + COO, N. America

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

Date: April 26, 2011

By 
Gerald S. Aubin,
Director

**RI Contract Amendment # 4
in USD**

GTECH Obligations removed	
	Value
1 Lottery Inside	
Hardware	375,000
Software	890,000
Training/Other	215,000
Subtotal	<u>1,480,000</u>
Total Obligations Removed	<u>1,480,000</u>

GTECH New Obligations	
	Value
1 Ticket Checker (150 Units)	150,000
2 Internet Support (5yrs)	
Support	493,750
Software	156,250
Adj	(15,000)
Subtotal	<u>635,000</u>
3 2nd Chance Drawing (5 Yrs)	228,000
4 75 Used (24 Bin EDSQs) Service for 5yrs	300,000
Subtotal	<u>337,500</u>
Total of New Obligations	<u>1,650,500</u>

1 Lottery Inside
B2B Quick Pick only

Connection with 3 POS
Includes Software, Hardware, Training and other

1 Ticket Checker (150 units/Entire Contract)
Retail value includes all Equipment, cables, installation, and service

2 Internet Support (5yrs)
Onsite Support
internet related software services
Graphical and content support
120 Software Maint hours per year
Email design and deployment

3 2nd Chance Drawing (5yrs)

2nd Chance Draw functionality for non winning tickets
Includes all online and non-licensed instant games
Onsite support and maintenance

4 75 Used (24 Bin) ITVMS
Retail value includes all Equipment, cables, installation, and 5yrs of service



GTECH[®]
Architects of Gaming

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

Letter Agreement

November 20, 2012

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

Re: Master Contract – VLCC System Replacement Date

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 (formerly the State Lottery Division of the State of Rhode Island Department of Administration and successor-in-interest to the Rhode Island Lottery, an agency of the State of Rhode Island) (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 by and between the Division and GTECH; 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 (the "Second Amendment Agreement"); 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; and as amended by a Fourth Amendment to Master Contract dated as of April 26, 2011 (collectively, the "Master Contract"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract.

As required by the Master Contract, GTECH plans (a) to replace the Central Computer System Hardware (as defined in the Video Lottery Agreement), the Communications Network Equipment (as defined in the Video Lottery Agreement), the Software (as defined in the Video Lottery Agreement) and the validation and management terminals of the VLCC System on or before December 31, 2012 and (b) to start replacing the multi-terminal site controllers of the VLCC System (the "Existing MTSCs") on or before December 31, 2012.

Because replacing all of the Existing MTSCs on or before December 31, 2012 may increase the risk that there will be a decrease in the number of VLTs available for play during a period when demand is expected to be high, and thus that the amount of net terminal income to be distributed to the Division, the licensed video lottery retailers (i.e., UTGR, Inc. d/b/a Twin River and Newport Grand, L.L.C.), the technology providers and others will be reduced, the parties have agreed that it would be prudent to provide GTECH with additional time to replace the Existing MTSCs for the purpose of minimizing that risk.

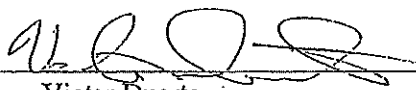
Therefore, the parties thus have agreed that the date by which GTECH shall replace the VLCC System in a manner consistent with the then-operating VLCC System pursuant to Section 9 of the Master Contract, as amended by Section 4 of the Second Amendment Agreement, shall be changed from December 31, 2012 to a date which is on or before March 31, 2013.

Please confirm that the Division agrees to the foregoing change by signing the enclosed copy of this letter agreement and returning it to GTECH.

Please contact the undersigned with any questions. Thank you for your cooperation.

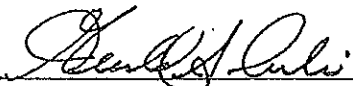
Very truly yours,

GTECH CORPORATION

By 
Victor Duarte,
Senior Vice President and Chief
Operating Officer of Spielo
International

The Division hereby accepts the foregoing proposal as of the 26th day of November, 2012.

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

By 
Gerald S. Aubin,
Director



GTECH®
Architects of Gaming

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

Letter Agreement

March 28, 2013

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

Re: Master Contract – VLCC System Replacement Date

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 (formerly the State Lottery Division of the State of Rhode Island Department of Administration and successor-in-interest to the Rhode Island Lottery, an agency of the State of Rhode Island) (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 by and between the Division and GTECH; 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 (the "Second Amendment Agreement"); 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; and as modified by a letter agreement dated November 20, 2012 (collectively, the "Master Contract"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract.

As required by the Master Contract, GTECH has: (a) replaced the Central Computer System Hardware (as defined in the Video Lottery Agreement), the Communications Network Equipment (as defined in the Video Lottery Agreement), the Software (as defined in the Video Lottery Agreement) and the validation and management terminals of the VLCC System and (b) started replacing the multi-terminal site controllers of the VLCC System (the "Existing MTSCs") at Newport Grand (the "Existing Newport Grand MTSCs") with new multi-terminal site controllers (the "New MTSCs"). GTECH plans

State Lottery Division of the State of
Rhode Island Department of Revenue
March 28, 2013
Page 2

to complete replacing the Existing Newport Grand MTSCs with new MTSCs and to replace the Existing MTSCs at Twin River (the "Existing Twin River MTSCs") with New MTSCs on or before August 31, 2013.

Because of the information learned by the parties while GTECH replaces the Existing Newport Grand MTSCs with New MTSCs and because the Existing Newport Grand MTSCs which have not yet been replaced with New MTSCs and the Existing Twin River MTSCs are functioning with the new video lottery central computer system hardware and software without adversely affecting the net terminal income generated by the VLTs at Newport Grand and Twin River, the parties have agreed that it would be prudent: (a) for (1) GTECH to complete replacing the Existing Newport Grand MTSCs with New MTSCs and (2) the parties to monitor the performance of the New MTSCs at Newport Grand for a reasonable period of time before GTECH starts replacing the Existing Twin River MTSCs with New MTSCs, (b) for GTECH to replace the Existing Twin River MTSCs with New MTSCs in a measured fashion to reflect the quantity and diversity of VLTs and other equipment connected to the Existing Twin River MTSCs and (c) for the Division to agree to provide GTECH with additional time to replace the remaining Newport Existing MTSCs and the Existing Twin River MTSCs with New MTSCs to minimize the risk that there will be a decrease in the number of VLTs available for play at Newport Grand and Twin River, and thus that the amount of net terminal income to be distributed to the Division, the licensed video lottery retailers (i.e., Newport Grand, L.L.C. and UTGR, Inc. d/b/a Twin River), the technology providers and others will be reduced.

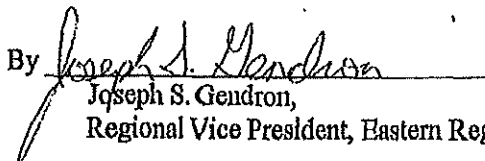
Therefore, the parties thus have agreed that the date by which GTECH shall complete replacing the VLCC System in a manner consistent with the then-operating VLCC System pursuant to Section 9 of the Master Contract, as amended by Section 4 of the Second Amendment Agreement, shall be changed from March 31, 2013 to a date which is on or before August 31, 2013.

Please confirm that the Division agrees to the foregoing change by signing the enclosed copy of this letter agreement and returning it to GTECH.

Please contact the undersigned with any questions. Thank you for your cooperation.

Very truly yours,


GTECH CORPORATION

By 
Joseph S. Gendron,
Regional Vice President, Eastern Region

State Lottery Division of the State of
Rhode Island Department of Revenue
March 28, 2013
Page 3

The Division hereby agrees to the foregoing change as of the 28th day of March, 2013.

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

By 
Gerald S. Aubin,
Director

FIFTH AMENDMENT TO MASTER CONTRACT

THIS FIFTH AMENDMENT TO MASTER CONTRACT (this "Amendment Agreement") is made and entered into as of the 31st day of July, 2014 (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 **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; and as modified by a Letter Agreement dated March 28, 2013 (the Original Master Contract, as modified and amended, is referred to herein as the "Master Contract"); and

WHEREAS, the parties hereto desire to amend the Master Contract 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. Definitions.

(a) Effective as of the Amendment Effective Date, the following definition of Expiration Date is added to Section 1.1 of the Master Contract after the definition of Evaluation Period:

"Expiration Date" means June 30, 2023.

(b) Effective as of the Amendment Effective Date, the following definition of Initial Promotional Points Program is added to Section 1.1 of the Master Contract after the definition of GTECH Business Affiliate:

"Initial Promotional Points Program" has the meaning given such term in Section 2(3) of Chapters 289 and 290 of the Public Laws of 2012.

(c) Effective as of the Amendment Effective Date, the following definitions of Licensed Video Lottery Retailer, Lincoln Licensed Video Lottery Retailer and Lincoln VLT Facility are added to Section 1.1 of the Master Contract after the definition of Licensed Product:

"Licensed Video Lottery Retailer" has the meaning given such term in Section 42-61.2-1(2) of the Rhode Island General Laws.

"Lincoln Licensed Video Lottery Retailer" means UTGR, Inc., a Delaware corporation and the owner of the Lincoln VLT Facility, and its successors and assigns.

"Lincoln VLT Facility" means the facility located at 100 Twin River Road, Lincoln, Rhode Island, known as Twin River Casino.

(d) Effective as of the Amendment Effective Date, the following definitions of Newport Licensed Video Lottery Retailer and Newport VLT Facility are added to Section 1.1 of the Master Contract after the definition of Net Terminal Income:

"Newport Licensed Video Lottery Retailer" means Newport Grand, L.L.C., a Rhode Island limited liability company and the owner of the Newport VLT Facility, and its successors and assigns.

"Newport VLT Facility" means the facility located at 150 Admiral Kalbfus Road, Newport, Rhode Island, known as Newport Grand.

(e) Effective as of the Amendment Effective Date, the following definition of Promotional Points is added to Section 1.1 of the Master Contract after the definition of On-Line Games:

"Promotional Points" has the meaning given such term in Section 2(7) of Chapters 289 and 290 of the Public Laws of 2012.

(f) Effective as of the Amendment Effective Date, the following definition of Supplementary Promotional Points Program is added to Section 1.1 of the Master Contract after the definition of State:

"Supplementary Promotional Points Program" has the meaning given such term in Section 2(8) of Chapters 289 and 290 of the Public Laws of 2012.

(g) Capitalized terms used herein and not defined above are to have the meanings set forth in the Master Contract.

2. Player Promotion Obligation. GTECH shall pay:

(a) \$686,517.00 to the Lincoln Licensed Video Lottery Retailer, which represents all amounts due and payable by GTECH under Section 16 of the VLT Agreement, as amended by Section 13.6 of the Master Contract, through June 30, 2014 for State fiscal years 2011, 2012, 2013 and 2014 with respect to the Lincoln VLT Facility on or before the date which is fifteen (15) days following the Amendment Effective Date; and

(b) \$158,382.00 to the Newport Licensed Video Lottery Retailer, which represents all amounts due and payable by GTECH under Section 16 of the VLT Agreement, as amended by Section 13.6 of the Master Contract, as of June 30, 2014 for State fiscal years 2011, 2012, 2013 and 2014 on or before the date which is fifteen (15) days following the Amendment Effective Date.

Effective as of the date that GTECH makes the payments required under subsections (a) and (b) above, the Division (i) releases GTECH from any and all obligations under Section 16 of the VLT Agreement, as amended by Section 13.6 of the Master Contract, arising on or before June 30, 2014 and (ii) waives any claim against GTECH for any breach of GTECH's obligations under Section 16 of the VLT Agreement, as amended by Section 13.6 of the Master Contract, occurring on or before June 30, 2014.

3. Amendment of Section 13.6 of the Master Contract. Effective as of July 1, 2014, Section 13.6 of the Master Contract shall be amended in its entirety to read as follows:

"13.6. VLT-Related Extraordinary Initiatives. For the one (1) year period commencing on July 1, 2014 and expiring on June 30, 2015, with the prior written approval of the Division, GTECH shall expend the sum of not less than \$254,696.00 for VLT-related extraordinary initiatives at the Lincoln VLT Facility and the Newport VLT Facility. VLT-related extraordinary initiatives shall include, but not limited to, the use of premium or licensed proprietary products or games that have unique characteristics such as 3D graphics, unique math/game play features, merchandising elements to video lottery terminals, additional signage, equipment and accessories, and/or other extraordinary initiatives that might otherwise not be utilized or conducted during that period at the Lincoln VLT Facility and the Newport VLT Facility.

For each subsequent one (1) year period thereafter during the balance of the Term, with the prior written approval of the Division, GTECH shall expend on VLT-related extraordinary initiatives an amount equal to the prior year's expenditures for said VLT-related extraordinary initiatives plus an amount that GTECH and the Division mutually agree upon as an increase from the prior year, such increases to be not less than three percent (3%) of the amount required to be expended for such Division-approved VLT-related extraordinary initiatives in the immediately preceding year.

At such times and intervals required by the Division, GTECH shall periodically submit to the Director of the Division for review and approval written proposals for VLT-related extraordinary initiatives that GTECH requests to fund utilizing the amounts it is required to expend for such VLT-related extraordinary initiatives as set forth above. The primary purpose of said VLT-related extraordinary initiatives shall be to encourage increased player utilization of VLTs. The Division shall grant written approval to GTECH as appropriate to fund said VLT-related extraordinary initiatives. To the extent that the Division allows GTECH to expend funds for premium or licensed products or games as referenced above, the limitations set forth in Section 42-61.2-7(3) of the Rhode Island General Laws related to the provision of premium or licensed products or games shall not apply."

4. Amendment of Section 16 of the VLT Agreement. Effective as of July 1, 2014, Section 16 of the VLT Agreement shall be amended in its entirety to read as follows:

"16. [See Section 13.6 of that certain Master Contract dated as of May 12, 2003 by and between 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 Lottery, and the Technology Provider, as amended.]."

5. Promotional Points Programs for the Lincoln VLT Facility. With respect to the Initial Promotional Points Program and the Supplementary Promotional Points Program for the Lincoln VLT Facility, the Division hereby agrees that, unless required by law, the Division will not authorize the Lincoln Licensed Video Lottery Retailer to issue Promotional Points in a State fiscal year in excess of the sum of (A) seven percent (7%) of the amount of Net Terminal Income of the Lincoln VLT Facility for the prior State fiscal year and (B) \$750,000 unless and until the Commonwealth of Massachusetts commences casino gaming; provided, however, that unless and until the Commonwealth of Massachusetts commences casino gaming, GTECH reserves all rights, remedies, claims and causes of action, whether sounding in contract, tort or otherwise, against the Division arising from or in connection with any issuance of Promotional Points pursuant to the Initial Promotional Points Program and/or the Supplementary Promotional Points Program for the Lincoln VLT Facility in a State fiscal year in excess of the sum of (A) seven percent (7%) of the amount of Net Terminal Income of the Lincoln VLT Facility for the prior State fiscal year and (B) \$750,000.

6. Replacement of the On-Line Gaming System. Pursuant to the second paragraph of Section 8.1 of the Master Contract, GTECH is scheduled to replace the existing on-line lottery central-system hardware, on-line lottery terminals and on-line lottery sales devices (collectively, the "2007 On-line Lottery System Hardware") on or before December 31, 2014. Given the current condition and functionality of the 2007 On-line Lottery System Hardware, the parties agree that (i) it would not be detrimental to the Division if the replacement of the 2007 On-line Lottery System Hardware was delayed for a period of four (4) years; and (ii) the delay of the replacement of the 2007 On-line Lottery System Hardware will enable the Lottery to benefit from any technological advances related to GTECH on-line lottery gaming systems that will become available during that time, thus enabling the Division to realize the benefits of a state-of-the-art on-line lottery gaming system starting in January 2019. Therefore, notwithstanding

Section 8.1 of the Master Contract, the parties agree that the date by which GTECH shall complete the replacement of the 2007 On-line Lottery System Hardware is hereby changed from December 31, 2014 to December 31, 2018.

7. Waivers and Reservation of Rights.

(a) With respect to any period of time expiring prior to the Amendment Effective Date, GTECH hereby waives any and all rights, remedies, claims and causes of action, whether sounding in contract, tort or otherwise, against the Division arising from or in connection with the Initial Promotional Points Programs and/or the Supplementary Promotional Points Programs for the Lincoln VLT Facility or the Newport VLT Facility.

(b) With respect to any period of time commencing on or subsequent to the Amendment Effective Date, GTECH hereby waives any and all rights, remedies, claims and causes of action whether sounding in contract, tort or otherwise, against the Division arising from or in connection with the Initial Promotional Points Program and/or the Supplementary Promotional Points Program for the Lincoln VLT Facility; provided, however, that GTECH reserves all rights, remedies, claims and causes of action, whether sounding in contract, tort or otherwise, against the Division arising from or in connection with any issuance of Promotional Points pursuant to the Initial Promotional Points Program and/or the Supplementary Promotional Points Program for the Lincoln VLT Facility in a State fiscal year in excess of the sum of (A) ten percent (10%) of the amount of Net Terminal Income of the Lincoln VLT Facility for the prior State fiscal year and (B) \$750,000.

(c) With respect to any period of time commencing on or subsequent to the Amendment Effective Date, GTECH hereby waives any and all rights, remedies, claims and causes of action, whether sounding in contract, tort or otherwise, against the Division arising from or in connection with the Initial Promotional Points Program and/or the Supplementary Promotional Points Program for the Newport VLT Facility.

8. 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.

GTECH CORPORATION

Date: July 31, 2014

By Joseph S. Gendron
Joseph S. Gendron,
Senior Vice President, United States

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

Date: July 31, 2014

By Gerald S. Aubin
Gerald S. Aubin,
Director

EMPLOYMENT OBLIGATION AGREEMENT

THIS EMPLOYMENT OBLIGATION AGREEMENT (this "Agreement") is made and entered into as of the 3/2 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

DOR Rhode Island Department of Revenue
Lottery Division

March 16, 2015

GTECH Corporation
10 Memorial Boulevard
Providence, Rhode Island 02903
Attention: Mr. Joseph S. Gendron
Senior Vice President

Re: Re: Letter Agreement to Modify Fifth Amendment to Master Contract /
Twin River Promotional Points Request for Third and Fourth Quarters
of Fiscal Year 2015

Dear Mr. Gendron:

As you are aware, on July 31, 2014 the State Lottery Division of the State of Rhode Island Department of Revenue (the "Division") and GTECH Corporation entered into a Fifth Amendment to the Master Contract ("Fifth Amendment"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract (as defined in the Fifth Amendment), as amended by the Fifth Amendment.

Section 5 of the Fifth Amendment relates to certain limitations on the Initial Promotional Points Program and the Supplementary Promotional Points Program for the Lincoln VLT Facility during the period prior to the commencement of casino gaming in the Commonwealth of Massachusetts.

In anticipation of the opening of the VLT facility in Plainridge, Massachusetts, the Lincoln Licensed Video Lottery Retailer has requested by a letter dated January 26, 2015 that the Division allow the Lincoln Licensed Video Lottery Retailer to increase the amount of Promotional Points issued pursuant to the Initial Promotional Points Program and the Supplementary Promotional Points Program for the Lincoln VLT Facility for the third and fourth quarters of the State fiscal year ending June 30, 2015 (i.e., January 1, 2015 through June 30, 2015) to 8.25% of the amount of Net Terminal Income of the Lincoln VLT Facility for the State fiscal year ending June 30, 2014. In its request, the Lincoln Licensed Video Lottery Retailer has represented that it will make GTECH whole for any cost above the seven percent (7%) cap set



forth in Section 5 of the Fifth Amendment. The Lincoln Licensed Video Lottery Retailer gave the following example as to what it would pay GTECH if the Lincoln Licensed Video Lottery Retailer's request were approved by the Division: If the Lincoln Licensed Video Lottery Retailer were to exceed the referenced seven percent (7%) by \$100,000, it would remit to GTECH the cost normally borne by GTECH (e.g. $2\frac{1}{2}\% \times \$100,000$ plus $7\% \times$ GTECH's percentage share of NTI for the applicable period $\times \$100,000$).

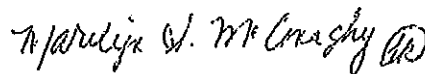
The Division agrees to deduct any amount required to make GTECH whole for any cost above the seven percent (7%) cap set forth in Section 5 of the Fifth Amendment from the compensation payable by the Division to the Lincoln Licensed Video Lottery Retailer and remit such amount to GTECH in connection with the compensation payable by the Division to GTECH pursuant to Section 2 of the VLT Agreement and Section 5 of the Video Lottery System Agreement.

If the Lincoln Licensed Video Lottery Retailer's request and the Division's agreement are acceptable to GTECH and GTECH is willing to waive its reservation of rights under Section 5 with respect to the Lincoln Licensed Video Lottery Retailer's request, please so indicate by signing and dating the enclosed copy of this letter and returning it to me.

As it will take some period of time for the Lincoln Licensed Video Lottery Retailer to implement the request if the Division allows the request, the Division would appreciate it if GTECH would provide GTECH's response at its earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Marilyn S. McConaghy, Esq.
Counsel to the Rhode Island Lottery

cc: Gerald S. Aubin, Director
Rhode Island Lottery

Robert A. Arena, Esq.

Agreed to by:

GTECH Corporation

By Joseph S. Gendron
Joseph S. Gendron,
Senior Vice President

Dated: March 24, 2015

Agreed to by:

State Lottery Division of the State of Rhode
Island Department of Revenue

By Gerald S. Aubin
Gerald S. Aubin,
Director

Dated: March 16, 2015

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.

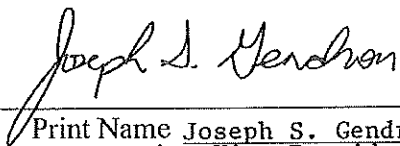
STATE LOTTERY DIVISION OF THE
STATE OF RHODE ISLAND
DEPARTMENT OF REVENUE

Date: June 30, 2016

By 
Gerald S. Atbin,
Director

IGT GLOBAL SOLUTIONS
CORPORATION

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

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



Letter Agreement

May 9, 2017

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

Re: Master Contract – 2007 On-line Lottery System Hardware Replacement

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 (formerly the State Lottery Division of the State of Rhode Island Department of Administration and successor-in-interest to the Rhode Island Lottery, an agency of the State of Rhode Island) (the "Division"), and IGT Global Solutions Corporation, a Delaware corporation formerly known as GTECH Corporation ("IGT"); 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; as modified by a letter agreement dated August 30, 2007; as modified by a letter agreement dated September 28, 2007; 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 modified by a Letter Agreement Amendment with respect to Second Amendment to Master Contract dated May 10, 2010 (effective as of April 25, 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; as modified by a Fifth Amendment to Master Contract dated July 31, 2014 (the "Fifth Amendment Agreement"); and as modified by a Sixth Amendment to Master Contract dated June 30, 2016 (collectively, the "Master Contract"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract.

Pursuant to the second paragraph of Section 8.1 of the Master Contract, IGT is scheduled to replace the 2007 On-line Lottery System Hardware (as defined and provided in Section 6 of the Fifth Amendment Agreement) on or before December 31, 2018. Given the current condition and functionality of the 2007 On-line Lottery System Hardware, the parties agree that it would not be detrimental to the Division if (a) the replacement of the 2007 On-line Lottery System Hardware other than the existing on-line lottery terminals (including the barcode reader and trim kit) and the existing player/customer display units (collectively, the "Excluded 2007 On-line Lottery Point of Sale Hardware") was delayed to a mutually agreed upon date in calendar year 2019 and (b) the replacement of any type(s) of the Excluded 2007 On-line Lottery Point of Sale Hardware was

State Lottery Division of the State of
Rhode Island Department of Revenue
May 9, 2017
Page 2

delayed until such time as IGT no longer supports such type(s) of the Excluded 2007 On-line Lottery Point of Sale Hardware.

Therefore, notwithstanding Section 8.1 of the Master Contract, the parties agree that (a) the date by which IGT shall complete the replacement of the 2007 On-line Lottery System Hardware other than the 2007 On-line Lottery Point of Sale Hardware is hereby changed from December 31, 2018 to a mutually agreed upon date in calendar year 2019 and (b) IGT shall not be required to replace any type(s) of the Excluded 2007 On-line Lottery Point of Sale Hardware unless IGT no longer supports such type(s) of the Excluded 2007 On-line Lottery Point of Sale Hardware.

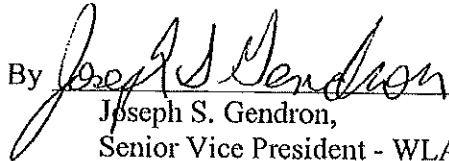
Furthermore, IGT agrees to provide the Division with an additional forty (40) 28-bin Gemini Touch instant ticket vending machines on or before December 31, 2017.

Please confirm that the Division agrees to the foregoing by signing the enclosed copy of this letter agreement and returning it to IGT.

Please contact the undersigned with any questions. Thank you for your cooperation.


Very truly yours,

**IGT GLOBAL SOLUTIONS
CORPORATION**

By  _____
Joseph S. Gendron,
Senior Vice President - WLA North
America

The Division hereby agrees to the foregoing as of the 10th day of May, 2017.

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

By  _____
Gerald S. Aubin,
Director

NONBINDING TERM SHEET

THIS NONBINDING TERM SHEET is by and among:

THE LOTTERY DIVISION OF THE STATE OF RHODE ISLAND DEPARTMENT OF REVENUE, an agency of the State of Rhode Island, having a mailing address of 1425 Pontiac Avenue, Cranston, Rhode Island 02920 (the "Division");

UTGR, INC., a Delaware corporation with its address at 100 Twin River Road, Lincoln, Rhode Island 02865 ("UTGR");

PREMIER ENTERTAINMENT II, LLC, a Delaware limited liability company with its address at 150 Admiral Kalbfus Road, Newport, Rhode Island 02840 ("Premier");

TWIN RIVER-TIVERTON, LLC, a Delaware limited liability company with its address at 100 Twin River Road, Lincoln, Rhode Island 02865 ("TRT"); and

IGT GLOBAL SOLUTIONS CORPORATION, a Delaware corporation formerly known as GTECH Corporation and having a mailing address of IGT Center, 10 Memorial Boulevard, Providence, Rhode Island 02903-1125 ("IGT").

Capitalized terms used herein have the meanings given them in the Fifth Amendment to Master Contract dated as of July 31, 2014 by and between the Division and IGT (the "Fifth Amendment to Master Contract") and the Master Contract (as defined in the Fifth Amendment to Master Contract).

THE PARTIES AGREE to negotiate in good faith binding agreements among the Division, UTGR, Premier and TRT and between the Division and IGT containing the following terms.

1. IGT would deploy and the Division would operate a sufficient number of premium IGT VLTs at the Lincoln VLT Facility and/or the VLT facility in Tiverton to be owned by TRT (the "Tiverton VLT Facility") for a sufficient number of days so that the compensation payable by the Division to IGT pursuant to paragraph 2 equals \$492,750 per year. IGT would waive any and all rights, remedies, claims and causes of action against the Division relating to the Initial Promotional Points Program and/or the Supplementary Promotional Points Program for each such facility up to the sum of (A) twelve and one-half percent (12.5%) of the amount of Net Terminal Income of each such VLT facility for the prior State fiscal year and (B) \$750,000.
2. The Division would agree to compensate IGT for the premium IGT VLTs at IGT's normal and customary daily rates for each day each such premium IGT VLT is deployed at the Lincoln VLT Facility or the Tiverton VLT Facility (in addition to the compensation payable by the Division to IGT pursuant to the VLT Agreement and the Video Lottery Agreement).
3. For each of the premium IGT VLTs deployed by IGT at the Lincoln VLT Facility or the Tiverton VLT Facility, UTGR and TRT would agree that the Division would have the right to

deduct from UTGR's and/or TRT's share of Net Terminal Income amounts equal to the additional compensation due to IGT with respect to such premium IGT VLTs pursuant to paragraph 2.

4. The Division, UTGR and TRT would agree that if UTGR and/or TRT requests that the maximum amounts of Promotional Points that could be issued under the Initial Promotional Points Program and/or the Supplementary Promotional Points Program be increased as to the Lincoln VLT Facility and/or the Tiverton VLT Facility and the Division agrees, then provided IGT does not object, the maximum amounts of Promotional Points that could be issued under the Initial Promotional Points Program and/or the Supplementary Promotional Points Program would be increased as to the Lincoln VLT Facility and/or the Tiverton VLT Facility up to the sum of (A) fifteen (15%) of the amount of Net Terminal Income of each such VLT facility for the prior State fiscal year and (B) \$750,000. UTGR and TRT would agree that the Division would have the right to deduct from UTGR's and/or TRT's share of Net Terminal Income amounts equal to the additional compensation due to IGT with respect to any additional premium IGT VLTs deployed by IGT at the Lincoln VLT Facility or the Tiverton VLT Facility.

5. The definitive agreements will remain in effect for so long as the applicable legislation remains law and the relevant agreements among the parties remain in effect.

IN WITNESS WHEREOF, the parties have caused this Nonbinding Term Sheet to be executed as of the 14th day of June, 2017.

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

By Gerald S. Aubin
Gerald S. Aubin,
Director

UTGR, INC.

By [Signature]
[name] Craig Egan
[title] SR VP

PREMIER ENTERTAINMENT II, LLC

By [Signature]
[name] Craig Egan
[title] SR VP

TWIN RIVER-TIVERTON, LLC

By [Signature]
[name] Craig Egan
[title] SR VP

IGT GLOBAL SOLUTIONS CORPORATION

By _____
Michael R. Chambrello,
President

IN WITNESS WHEREOF, the parties have caused this Nonbinding Term Sheet to be executed as of the 14th day of June, 2017.

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

By _____
Gerald S. Aubin,
Director

UTGR, INC.

By _____
[name]
[title]

PREMIER ENTERTAINMENT II, LLC

By _____
[name]
[title]

TWIN RIVER-TIVERTON, LLC

By _____
[name]
[title]

IGT GLOBAL SOLUTIONS CORPORATION

By  _____
Michael R. Chambrello,
President

SEVENTH AMENDMENT TO MASTER CONTRACT

THIS SEVENTH AMENDMENT TO MASTER CONTRACT (this "Amendment Agreement") is made and entered into as of the 1st day of July, 2017 (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 02903-1160 ("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; as modified by a letter agreement dated August 30, 2007; as modified by a letter agreement dated September 28, 2007; 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 modified by a Letter Agreement Amendment with respect to Second Amendment to Master Contract dated May 10, 2010 (effective as of April 25, 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; as amended by a Fifth Amendment to Master Contract dated July 31, 2014 (the "Fifth Amendment Agreement"); and as amended by a Sixth Amendment to Master Contract dated as of June 30, 2016 (the Original Master Contract, as modified and amended, is referred to herein as the "Master Contract"); and

WHEREAS, the parties hereto desire to amend the Master Contract 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:

I. Additional Definitions.

(a) The following definition of 2017 Budget Act is added to Section 1.1 of the Master Contract before the definition of Agreement Year:

"2017 Budget Act" means "An Act Relating to Making Appropriations for the Support of the State for the Fiscal Year ending June 30, 2018" (2017 – H 5175 Substitute A, as

amended) enacted by the General Assembly and signed into law on August 3, 2017 by the Governor of the State.

(b) Effective as of the Amendment Effective Date, the following definition of Marketing Year is added to Section 1.1 of the Master Contract after the definition of Licensed Product:

"Marketing Year" means, in accordance with Section 4(d) of Article 8 of the 2017 Budget Act, the fiscal year of the State.

(c) Effective as of the Amendment Effective Date, the following definition of Prior Marketing Year is added to Section 1.1 of the Master Contract after the definition of On-Line Game:

"Prior Marketing Year" means, in accordance with Section 4(h) of Article 8 of the 2017 Budget Act, the prior fiscal year of the State.

(d) Effective as of the Amendment Effective Date, the following definitions of Promotional Points Program and Promotional Points Programs are added to Section 1.1 of the Master Contract after the definition of Promotional Points (which definition was added pursuant to Section 1(e) of the Fifth Amendment Agreement):

"Promotional Points Program" means, in accordance with Section 4(j) of Article 8 of the 2017 Budget Act, as to the Lincoln VLT Facility, the Initial Promotional Points Program or Supplementary Promotional Points Program applicable to the Lincoln VLT Facility, and as to the Newport VLT Facility or the Tiverton VLT Facility (as applicable), the Initial Promotional Points Program or Supplementary Promotional Points Program applicable to the Newport VLT Facility or the Tiverton VLT Facility (as applicable).

"Promotional Points Programs" means each Initial Promotional Points Program and each Supplementary Promotional Points Program.

(e) Effective as of the Amendment Effective Date, the following definition of Tiverton VLT Facility is added to Section 1.1 of the Master Contract after the definition of Term:

"Tiverton VLT Facility" means the gaming facility to be located in the Town of Tiverton, Rhode Island, at the intersection of William S. Canning Boulevard and Stafford Road, known as "Tiverton Casino".

(f) Effective as of the Amendment Effective Date, the following definitions of VLT Facilities and VLT Facility are added to Section 1.1 of the Master Contract after the definition of Video Lottery Terminal and VLT:

"VLT Facilities" means (i) the Lincoln VLT Facility (until the Division commences operating video lottery games at the Tiverton VLT Facility) and (ii) collectively, the

Lincoln VLT Facility and the Tiverton VLT Facility (once the Division commences operating video lottery games at such facility).

"VLT Facility" means (i) the Lincoln VLT Facility (until the Division commences operating video lottery games at the Tiverton VLT Facility) and (ii) as the context requires, the Lincoln VLT Facility or the Tiverton VLT Facility (once the Division commences operating video lottery games at such facility).

2. Amended Definitions.

(a) Effective as of the Amendment Effective Date, the definition of Initial Promotional Points Program (added pursuant to Section 1(b) of the Fifth Amendment Agreement) is amended in its entirety to read as follows:

"Initial Promotional Points Program" means, in accordance with Section 4(b) of Article 8 of the 2017 Budget Act, as to the Lincoln VLT Facility, that promotional points program authorized in Chapter 16, Section 4(a)(ii) of Part A of the Public Laws of 2010, as amended by Chapter 151, Article 25, Section 8 of the Public Laws of 2011 and Article 8, Section 5 of the 2017 Budget Act, and, as to the Newport VLT Facility and the Tiverton VLT Facility (as applicable), that promotional points program authorized in Chapter 16, Section 4(a)(ii) of Part B of the Public Laws of 2010, as amended by Chapter 151, Article 25, Section 8 of the Public Laws of 2011 and by Article 8, Section 6 of the 2017 Budget Act.

(b) Effective as of the Amendment Effective Date, the definition of Promotional Points (which was added pursuant to Section 1(e) of the Fifth Amendment Agreement) is amended in its entirety to read as follows:

"Promotional Points" means, in accordance with Section 4(i) of Article 8 of the 2017 Budget Act, the promotional points issued pursuant to any free play or other promotional program operated by the Division at a licensed video lottery terminal facility (including, without limitation, the Initial Promotional Points Program and Supplementary Promotional Points Program as to the Lincoln VLT Facility and the Initial Promotional Points Program and Supplementary Promotional Points Program as to the Newport VLT Facility or the Tiverton VLT Facility (as applicable)), which may be downloaded to a video lottery terminal by a player. Promotional Points are provided to customers and prospective customers for no monetary charge. Customer registration may be required.

(c) Effective as of the Amendment Effective Date, the definition of Supplementary Promotional Points Program (which was added pursuant to Section 1(f) of the Fifth Amendment Agreement) is amended in its entirety to read as follows:

"Supplementary Promotional Points Program" means, in accordance with Section 4(k) of Article 8 of the 2017 Budget Act, that promotional points program authorized in Section 8 as to the Lincoln VLT Facility and Section 9 as to the Newport VLT Facility or

the Tiverton VLT Facility (as applicable), of Chapters 289 and 290 of the Public Laws of 2012.

3. Other Amendments. Section 2.5 of the Master Contract is amended in its entirety to read as follows:

2.5 The term of this Agreement (the "Term") shall commence on the Effective Date and shall expire on the Expiration Date.¹

4. Agreements.

(a) For the period commencing on or before the date which is one (1) month following the date this Amendment Agreement is executed by the Division and IGT and expiring on the Expiration Date, IGT shall deploy a sufficient number of premium IGT VLTs (each a "Premium VLT") at the VLT Facilities for a sufficient number of days so that the compensation payable by the Division to IGT pursuant to Section 4(c) equals:

(i) for the period commencing on the date on which IGT deploys the first Premium VLT and expiring on June 30, 2018, the product of (A) \$500,000 and (B) the ratio of the number of days in the period commencing on the date on which IGT deploys the first Premium VLT and expiring on June 30, 2018 to 365; and

(ii) for the period commencing on July 1, 2018 and expiring on the Expiration Date, \$500,000 per Marketing Year.

(b) With respect to any period of time commencing on or subsequent to the Amendment Effective Date, IGT hereby waives any and all rights, remedies, claims and causes of action whether sounding in contract, tort or otherwise, against the Division arising from or in connection with any of the Promotional Points Programs for the VLT Facilities; provided, however, that IGT reserves all rights, remedies, claims and causes of action, whether sounding in contract, tort or otherwise, against the Division arising from or in connection with any issuance of Promotional Points pursuant to any of the Promotional Points Programs for a VLT Facility in a Marketing Year in excess of the sum of (x) twelve and one half percent (12.5%) of the amount of Net Terminal Income of such VLT Facility for the Prior Marketing Year and (y) \$750,000.

(c) The Division shall compensate IGT at the applicable daily rate for each day each Premium VLT is deployed by IGT at a VLT Facility pursuant to Section 4(a) in addition to the compensation payable by the Division to IGT pursuant to the VLT Agreement and the Video Lottery Agreement on the same schedule as such compensation is payable to IGT. The current applicable daily rates for the current tiers of Premium VLTs are set forth in the table attached hereto as Schedule A (the "Premium VLT Tier and Rate Table"). IGT certifies to the Division that the daily rates set forth in the Premium VLT Tier and Rate Table for the Premium VLTs deployed by IGT are the normal and customary daily rates charged by IGT to US customers

¹ The definition of Expiration Date was added to Section 1.1 of the Master Contract pursuant to Section 1(a) of the Fifth Amendment Agreement and defined as June 30, 2023.

which are not eligible for volume discounts for such products. The Division agrees that IGT shall have the right, upon ninety (90) days written notice to the Division, to revise the Premium VLT Tier and Rate Table from time to time to reflect IGT's normal and customary Premium VLTs, the tiers of Premium VLTs and the applicable daily rates for the tiers. By submitting a revised Premium VLT Tier and Rate Table, IGT shall be deemed to have certified to the Division that the daily rates set forth in the revised Premium VLT Tier and Rate Table for the Premium VLTs deployed by IGT are the normal and customary daily rates charged by IGT to US customers which are not eligible for volume discounts for such products. If the Division questions the accuracy of any certification made by IGT pursuant to this Section 4(c) in good faith, then the parties agree to discuss the provision of evidence by IGT to the Division that such certification is accurate in good faith.

(d) IGT and the Division may agree in writing that additional Promotional Points may be issued pursuant to a Promotional Points Program for a VLT Facility in excess of the sum of (x) twelve and one half percent (12.5%) of the amount of Net Terminal Income of such VLT Facility for the Prior Marketing Year and (y) \$750,000 but not in excess of the sum of (x) fifteen percent (15%) of the amount of Net Terminal Income of such VLT Facility for the Prior Marketing Year and (y) \$750,000. If IGT and the Division so agree, then:

(i) for the period commencing on or before the date which is three (3) months following the date on which IGT and the Division so agree and expiring on the Expiration Date, IGT shall deploy a sufficient number of additional Premium VLTs at the VLT Facilities for a sufficient number of days so that the compensation payable by the Division to IGT pursuant to Section 4(d)(ii) equals:

(A) the product of (1) \$500,000, (2) the ratio of the number of days in the period commencing on the date on which IGT deploys the first additional Premium VLT (the "Additional VLT Deployment Date") and expiring on the June 30 following the Additional VLT Deployment Date to 365 and (3) the ratio of the difference between the maximum rate at which Promotional Points may be issued expressed as a percentage of the amount of Net Terminal Income of each VLT Facility for the Prior Marketing Year and twelve and one half percent (12.5%) to two and one-half percent (2.5%) (for the period commencing on the Additional VLT Deployment Date and expiring on the June 30 following the Additional VLT Deployment Date); and

(B) the product of (1) \$500,000 and (2) the ratio of the difference between the maximum rate at which Promotional Points may be issued expressed as a percentage of the amount of Net Terminal Income of each VLT Facility for the Prior Marketing Year and twelve and one half percent (12.5%) to two and one-half percent (2.5%) per Marketing Year (for the period commencing on the July 1 following the Additional VLT Deployment Date and expiring on the Expiration Date);

(ii) IGT shall be deemed to waive any and all rights, remedies, claims and causes of action whether sounding in contract, tort or otherwise, against the Division arising from or in connection with any of the Promotional Points Programs for the VLT Facilities; provided, however, that IGT shall be deemed to have reserved all rights,

remedies, claims and causes of action, whether sounding in contract, tort or otherwise, against the Division arising from or in connection with any issuance of Promotional Points pursuant to any of the Promotional Points Programs for a VLT Facility in a Marketing Year in excess of the sum of (x) fifteen percent (15%) of the amount of Net Terminal Income of such VLT Facility for the Prior Marketing Year and (y) \$750,000; and

(iii) the Division shall compensate IGT at the applicable daily rate for each day each additional Premium VLT is deployed by IGT at a VLT Facility pursuant to Section 4(d)(i) in addition to the compensation payable by the Division to IGT pursuant to Section 4(c), the VLT Agreement and the Video Lottery Agreement on the same schedule as such compensation is payable to IGT.

(c) For the Marketing Year in which the Division commences operating video lottery games at the Tiverton VLT Facility, the amount of Net Terminal Income of the Tiverton VLT Facility for the Prior Marketing Year shall be deemed to equal:

(i) the product of (A) the ratio of the amount of Net Terminal Income of the Tiverton VLT Facility for such Marketing Year to the number of days that the Division has operated video lottery games at the Tiverton VLT Facility during such Marketing Year and (B) 365 (if the Division commenced operating video lottery games at the Tiverton VLT Facility before April 1 of such Marketing Year); or

(ii) fifty percent (50%) of the sum of the amount of Net Terminal Income of the Newport VLT Facility for the Prior Marketing Year and the amount of Net Terminal Income of the Lincoln VLT Facility for the Prior Marketing Year (if the Division commenced operating video lottery games at the Tiverton VLT Facility on or after April 1 of such Marketing Year).

5. No Third Party Beneficiaries. This Amendment Agreement and the Master Contract, as amended hereby, do not confer any rights or remedies on any person other than the parties hereto.

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: February 6, 2018

By Gerald S. Aubin
Gerald S. Aubin,
Director

IGT GLOBAL SOLUTIONS
CORPORATION

Date: February 5, 2018

By Joseph S. Gendron
Joseph S. Gendron,
Chief Operating Officer - Lottery

SCHEDULE A

Premium VLT Tier and Rate Table as of July 31, 2017

Tier	Example(s)	Daily Rate
1	Wheel of Fortune 3D	\$80
2	Wheel of Fortune - SAVP/CW/Duo Standard 3D Product - Vid/Reels	\$75
3	Crystal Curve Ultra - Ellen/Voice	\$70
4	Crystal Curve Product Line	\$60
5	Crystal Core Products Crystal Dual + Stepper - Marilyn/ TD MLP S3000 MLP Video on Crystal Dual/Slant Duo Video	\$55
6	G23 32" MaxVusion	\$45

Terri kiernan

From: Gerald Aubin
Sent: Wednesday, May 30, 2018 8:57 AM
To: Cedor, Matt
Cc: Peg Rose; Marilyn McConaghy; Terri kiernan
Subject: Seventh Amendment Free Play Requirement

Matt,

As you are aware, both Twin River and Newport Grand have requested approval to increase their respective Free Play allotment from 12.5% up to 15%. In accordance with Section 4(d) of the Seventh Amendment to the Master Agreement between the Lottery and IGT, this email (letter) shall serve as written acknowledgement of IGT's agreement to this increase. All parties are aware that this increase in Free Play will result in the deployment of a sufficient number of Premium VLTs, with licensing fees payable to IGT in the amount of \$500,000.

Gerry

This email may contain confidential and privileged material for the sole use of the intended recipient(s). If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message. Also, email is susceptible to data corruption, interception, tampering, unauthorized amendment and viruses.

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Second Letter Agreement

August 20, 2018

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

Re: Master Contract – 2007 On-line Lottery System Hardware Replacement

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 (formerly the State Lottery Division of the State of Rhode Island Department of Administration and successor-in-interest to the Rhode Island Lottery, an agency of the State of Rhode Island) (the "Division"), and IGT Global Solutions Corporation, a Delaware corporation formerly known as GTECH Corporation ("IGT"); 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; as modified by a letter agreement dated August 30, 2007; as modified by a letter agreement dated September 28, 2007; 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 modified by a Letter Agreement Amendment with respect to Second Amendment to Master Contract dated May 10, 2010 (effective as of April 25, 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; as amended by a Fifth Amendment to Master Contract dated July 31, 2014 (the "Fifth Amendment Agreement"); as amended by a Sixth Amendment to Master Contract dated June 30, 2016; as modified by a Letter Agreement dated May 9, 2017 (the "2017 Letter Agreement"); and as amended by a Seventh Amendment to Master Contract dated as of July 1, 2017 (collectively, the "Master Contract"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract.

Pursuant to Section 8.1 of the Master Contract, (a) IGT is scheduled to replace the 2007 On-line Lottery System Hardware (as defined and provided in Section 6 of the Fifth Amendment Agreement) other than the Excluded 2007 On-line Lottery Point of Sale Hardware (as defined in the 2017 Letter Agreement) on or before a mutually agreed upon date in calendar year 2019 and (b) IGT is not required to replace any type(s) of the Excluded 2007 On-line Lottery Point of Sale Hardware unless IGT no longer supports such type(s) of the Excluded 2007 On-line Lottery Point of Sale Hardware. Given the current condition and functionality of the 2007 On-line Lottery

System Hardware, the parties agree that it would not be detrimental to the Division if IGT were not required to replace the 2007 On-line Lottery System Hardware provided that IGT, on or before July 1, 2020, replace the existing internal control system hardware and update the central system operating software with certain updates.

Therefore, notwithstanding Section 8.1 of the Master Contract, the parties agree that:

(a) IGT shall, on or before June 30, 2020: (i) replace the existing internal control system hardware and software with replacement internal control system hardware and software and (ii) update the central system operating system software installed on the on-lottery central system hardware of the 2007 On-Line Lottery System Hardware with updates mutually agreed to by the Division and IGT on or before June 30, 2019;

(b) IGT shall have the right but not the obligation to replace: (i) the existing central system hardware (excluding the central system communications hardware to the extent it can continue to be used without impairing the functionality of the replacement system) with new, state-of-the-art on-line lottery central system hardware, (ii) the existing central system operating system software with appropriate central system operating system software, (iii) the existing central system application software with state-of-the-art application software, (iv) the existing communications software (excluding central system communications software that can continue to be used without impairing the functionality of the replacement system) with appropriate communications software or (v) the existing lottery terminals and other sales devices with new, state-of-the-art on-line lottery terminals and other on-line lottery sales devices on or before June 30, 2020;

(c) Following June 30, 2020, IGT shall maintain the patch levels on the central system(s) and supporting network infrastructure to a level mutually agreed upon by IGT and the Division, with the intent to get to a level current -1 or to a level as close as possible to current -1; and

(d) the Division shall take all actions as are necessary on the part of the Division to enable IGT to perform its obligations or exercise its rights under this paragraph.

If IGT replaces the existing central system operating system software with appropriate central system operating system software pursuant to clause (b)(ii) of this paragraph, then IGT shall be released of any obligation under clause (a)(ii) of this paragraph.

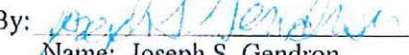
Please confirm that the Division agrees to the foregoing by signing the enclosed copy of this letter agreement and returning it to IGT.

State Lottery Division of the State of
Rhode Island Department of Revenue
August 20, 2018
Page 3

Please contact the undersigned with any questions. Thank you for your cooperation.


Very truly yours,

**IGT GLOBAL SOLUTIONS
CORPORATION**

By: 
Name: Joseph S. Gendron
Title: Chief Operating Officer - Lottery

The Division hereby agrees to the foregoing as of the 20th day of August, 2018.

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

By: 
Name: Gerald S. Aubin
Title: Director



Waiver Letter

May 13, 2019

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

Re: Promotional Points Programs

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 (formerly the State Lottery Division of the State of Rhode Island Department of Administration and successor-in-interest to the Rhode Island Lottery, an agency of the State of Rhode Island) (the "Division"), and IGT Global Solutions Corporation, a Delaware corporation formerly known as GTECH Corporation ("IGT"); 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; as modified by a letter agreement dated August 30, 2007; as modified by a letter agreement dated September 28, 2007; 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 modified by a Letter Agreement Amendment with respect to Second Amendment to Master Contract dated May 10, 2010 (effective as of April 25, 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; as amended by a Fifth Amendment to Master Contract dated July 31, 2014; as amended by a Sixth Amendment to Master Contract dated June 30, 2016; as modified by a Letter Agreement dated May 9, 2017; as amended by a Seventh Amendment to Master Contract dated as of July 1, 2017 (the "Seventh Amendment Agreement"); and as modified by a Second Letter Agreement dated August 20, 2018 (the "Master Contract"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Master Contract.

1. With respect to each of the Marketing Years commencing on July 1, 2018 and July 1, 2019, IGT hereby waives any and all rights, remedies, claims and causes of action, whether sounding in contract, tort or otherwise, against the Division arising from or in connection with any of the Promotional Points Programs for the Lincoln VLT Facility in each such Marketing Year in excess of the sum of (a) fifteen percent (15%) of the amount of Net Terminal Income of the Lincoln VLT Facility for the Prior Marketing Year and (b) \$750,000 (the "Base Lincoln VLT Facility Cap") but which does not exceed the sum of (c) twenty percent (20%) of the amount of Net Terminal Income of the Lincoln VLT Facility for the Prior Marketing Year and (d) \$750,000 (the "Temporary Lincoln VLT Facility Cap"); provided, however, that IGT reserves all rights,



State Lottery Division of the State of
Rhode Island Department of Revenue
May 13, 2019
Page 2

remedies, claims and causes of action, whether sounding in contract, tort or otherwise, against the Division arising from or in connection with any issuance of Promotional Points pursuant to any of the Promotional Points Programs for the Lincoln VLT Facility in each such Marketing Year (i) not in excess of the applicable Base Lincoln VLT Facility Cap (including, without limitation, its rights to deploy Premium VLTs and be compensated for deploying Premium VLTs pursuant to Section 4 of the Seventh Amendment Agreement) or (ii) in excess of the applicable Temporary Lincoln VLT Facility Cap.

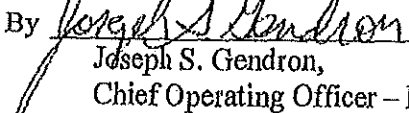
2. With respect to the Marketing Year commencing on July 1, 2019, IGT hereby waives any and all rights, remedies, claims and causes of action, whether sounding in contract, tort or otherwise, against the Division arising from or in connection with any of the Promotional Points Programs for the Tiverton VLT Facility in such Marketing Year in excess of the sum of (a) fifteen percent (15%) of the amount of Net Terminal Income of the Tiverton VLT Facility for the Prior Marketing Year and (b) \$750,000 (the "Base Tiverton VLT Facility Cap") but which does not exceed the sum of (c) twenty percent (20%) of the amount of Net Terminal Income of the Tiverton VLT Facility for the Prior Marketing Year and (d) \$750,000 (the "Temporary Tiverton VLT Facility Cap"); provided, however, that IGT reserves all rights, remedies, claims and causes of action, whether sounding in contract, tort or otherwise, against the Division arising from or in connection with any issuance of Promotional Points pursuant to any of the Promotional Points Programs for the Tiverton VLT Facility in such Marketing Year (i) not in excess of the Base Tiverton VLT Facility Cap (including, without limitation, its rights to deploy Premium VLTs and be compensated for deploying Premium VLTs pursuant to Section 4 of the Seventh Amendment Agreement) or (ii) in excess of the Temporary Tiverton VLT Facility Cap.

3. This letter does not confer any rights or remedies on any person other than the Division.

Please contact the undersigned with any questions. Thank you for your cooperation.

Very truly yours,

**IGT GLOBAL SOLUTIONS
CORPORATION**

By 
Joseph S. Gendron,
Chief Operating Officer – Lottery

January 4, 2005

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is dated as of the 1st day of January, 2005 (the "Date of Execution") 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").

WITNESSETH:

WHEREAS, GTECH is a worldwide leading provider of lottery-related goods and services serving over one-half of the state lotteries in the United States and lotteries in six continents;

WHEREAS, GTECH currently maintains its corporate headquarters and manufacturing facilities in West Greenwich, Rhode Island and desires to relocate its corporate headquarters to Providence, Rhode Island and increase its manufacturing capabilities in West Greenwich, Rhode Island;

WHEREAS, the EDC authorized the Project (as hereinafter defined) as a project of the EDC on April 28, 2003;

WHEREAS, the EDC and GTECH wish to memorialize certain incentives in the form of a sales and use tax exemption pursuant to Sections 42-64-3 and 42-64-20 of the General Laws of Rhode Island of 1956, as amended, to assist GTECH with its expansion efforts to date and further expansion of facilities and employment in the State; and

WHEREAS, the parties hereto wish to enter into this Agreement to set forth their understandings and agreements with respect to the expansion of employment by GTECH in the State, the construction of facilities in the State, and the acquisition of equipment and other personal property.

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

ARTICLE I

DEFINITIONS

As used herein, the following terms shall have the following meanings:

"Act" means the provisions of Title 42, Chapter 64 of the General Laws of Rhode Island of 1956, as amended.

"Affiliate" or "Affiliates" means (a) any Person that is directly or indirectly controlling or controlled by or under common control with GTECH or (b) a Person who, pursuant to contract, uses the Building to perform services for GTECH and/or any Affiliates of GTECH and, only for GTECH and/or any Affiliates of GTECH, which were previously performed by GTECH and/or any Affiliates of GTECH. For purposes of the foregoing definition, "control" (including

"controlled by") shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management policies of the person in question, whether through the ownership of voting securities, partnership interests, or by contract or otherwise.

"Agreement" has the meaning provided in the introductory paragraph.

"Building" has the meaning provided in Section 2.1.

"City" means the City of Providence, a Rhode Island municipal corporation.

"Cost Expenditure Period" means the Term of this Agreement.

"Date of Execution" has the meaning provided in the introductory paragraph.

"Designated Developer" means US Real Estate Limited Partnership, a Texas limited partnership.

"EDC" has the meaning set forth in the introductory paragraph.

"EDC Sublease" has the meaning provided in Section 3.1.

"Effective Date" means April 28, 2003.

"Employment Deadline" means December 31, 2005.

"Employment Requirement" has the meaning provided in Section 5.5.

"Event of Default" has the meaning provided in Section 6.1 with respect to GTECH and in Section 6.3 hereof with respect to the EDC.

"FTE" means a full time equivalent employee, which, for the purposes of this Agreement, shall mean 2,080 hours of employment of one or more individuals in a in a year by GTECH or an Affiliate employed in the State, which hours of employment shall include vacation time, sick time, disability time, personal time or other time for which an employer in the State must pay the employee. For purposes of this Agreement, "FTE" shall include, without limitation, employees of outsourcing and consulting service providers and temporary employees retained through an employment agency in the State. For employees who are not paid on an hourly basis, each full-time salaried employee employed for a full year shall be deemed to work 2,080 hours per year, and each salaried part-time employee shall be deemed to work a proportionate share of the 2,080 hours based on the hourly commitment set forth in such employee's job description. The hours attributed to salaried employees shall be prorated for any employees who are employed for less than a full year.

"Governmental Approvals" has the meaning provided in Section 5.1.

"Governmental Authority" means the United States, the State, the City and any political subdivision thereof, and any agency, department, commission, board, court or instrumentality thereof

"Governmental Requirements" means any and all laws, rules, regulations, orders, ordinances, statutes, codes, executive orders and requirements of all Governmental Authorities applicable to the Project Site and the Project.

"Ground Lease" has the meaning provided in Section 3.1.

"Ground Lessor" means Capital Properties, Inc., a Rhode Island corporation.

"GTECH" has the meaning set forth in the introductory paragraph.

"GTECH WaterPlace" means GTECH WaterPlace Park Company, LLC, a Delaware limited liability company and wholly-owned subsidiary of GTECH.

"Hazardous Materials" means those substances defined as "hazardous substance," "hazardous materials," or "toxic substances" in: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*; Hazardous Materials Transportation Act, 42 U. S. C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*; and those substances defined as "hazardous wastes" under Rhode Island law and in the regulations adopted and publications promulgated from time to time pursuant to said laws and any and all petroleum products, including, without limitation, oil and fuel oil.

"Investment Deadline" means December 31, 2008.

"Investment Requirement" has the meaning provided in Section 5.4.

"Master Contract" means that certain Master Contract dated as of May 12, 2003 by and between the Rhode Island Lottery and GTECH, as amended from time to time.

"Notice" has the meaning provided in Section 7.6.

"Office Lease" has the meaning provided in Section 3.1.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, estate, REIT, trust or unincorporated association, any federal, state, county, or municipal government or any bureau, department or agency thereof, any fiduciary acting in such capacity, on behalf of any of the foregoing, or any other legal or business entity.

"Project" has the meaning provided in Section 2.1.

"Project Site" means that certain parcel of real estate located at the northeast corner of the intersection of Memorial Boulevard and Francis Street with an address of 10 Memorial Boulevard and commonly known as Parcel 9 in the Capital Center District in Providence, Rhode Island owned by the Ground Lessor.

"Rhode Island Lottery" means the Rhode Island Lottery which is a State agency, a party to the Master Contract, and a third party beneficiary of the terms hereof.

"Sales Tax" means all taxes or other charges payable by any Person under the Rhode Island Sales and Use Tax, Chapter 18 of Title 44 of the General Laws of Rhode Island of 1956, as amended, or any other taxes or charges imposed in addition to or in lieu thereof in the nature of a sales or use tax upon property used, leased or acquired in the development, construction or operation of the Project at the Project Site, including, without limitation, all building, and construction materials, personal property, furniture, fixtures and equipment (including all computer hardware and software systems and any other information systems wherever the same shall be located).

"State" means the State of Rhode Island.

"Tax Stabilization Agreement" means that certain Tax Stabilization Agreement dated as of July 15, 2003 by and among the City, the EDC and GTECH.

"Term" means from the Effective Date until the earlier of (a) the termination of the Master Contract or (b) the termination of this Agreement pursuant to the terms hereof.

"Unavoidable Delays" means delays caused by Force Majeure (as defined in Section 20.1 of the Master Contract).

"WaterPlace Sublease" has the meaning provided in Section 3.1.

ARTICLE II

THE PROJECT

Section 2.1. The Project. The project shall consist of the development, design, permitting, construction and equipping of a 210,000 square foot mixed use building, a portion of which will be used as GTECH's corporate headquarters (the "**Building**") at the Project Site (the "**Project**").

Section 2.2. Construction of the Project. Development, design, permitting, construction, equipping and completion of the Project and payment of all Project related costs shall be the sole responsibility of GTECH or the Designated Developer except as otherwise agreed.

ARTICLE III

LEASES PERTAINING TO PROJECT SITE AND THE PROJECT

Section 3.1. Execution of Lease and Sublease. The Ground Lessor has heretofore leased the Project Site to GTECH WaterPlace (the "**Ground Lease**"). It is contemplated that GTECH WaterPlace will sublease the Project Site to the EDC at no cost expense or liability to the EDC (the "**EDC Sublease**"). The EDC will, in turn, sublease the Project Site back to GTECH WaterPlace ("**WaterPlace Sublease**"). The Designated Developer and GTECH have executed an Office Lease reflecting a portion of the Building being leased to GTECH (the "**Office Lease**").

Section 3.2. Designated Developer. At a mutually agreed date between GTECH WaterPlace and the Designated Developer, GTECH WaterPlace will assign all of its right, title and interest to the Ground Lease, the EDC Sublease and WaterPlace Sublease to the Designated Developer and the Designated Developer will assume all of GTECH WaterPlace's obligations under such leases.

ARTICLE IV

PRE-CONDITIONS TO EXECUTION OF DEVELOPMENT AGREEMENT

Section 4.1. Pre-Conditions to Execution of Development Agreement. The obligation of each of GTECH and the EDC under this Agreement to execute the Lease and the Sublease is subject to the satisfaction of the following conditions unless waived by the party benefiting from the condition:

(a) The EDC shall deliver an opinion of counsel for the EDC, which opinion shall be in form and substance reasonably acceptable to GTECH and shall be based on such assumptions and qualifications as are mutually acceptable, that: (i) the EDC has the power and authority to enter into the Development Agreement, the EDC Sublease and the WaterPlace Sublease and that the execution and delivery thereof and the performance by the EDC of its obligations thereunder will not violate any law or constitute an event of default under the terms or provisions of any other agreement, document or instrument to which it is a party or is bound; (ii) all necessary actions and proceedings required to be taken by or on behalf of the EDC to authorize it to make, deliver and perform the terms of the Development Agreement, the EDC Sublease and the WaterPlace Sublease have been taken prior to the execution thereof and that the Development Agreement, the EDC Sublease and the WaterPlace Sublease are valid and binding obligations of the EDC enforceable against the EDC in accordance with their terms, subject to customary exceptions for bankruptcy and the availability of equitable remedies; and (iii) neither the execution and delivery thereof, nor compliance with the terms and provisions thereof by the EDC (a) requires or will require the approval and consent of any Governmental Authority or any other party, except as expressly set forth therein, or (b) contravenes or will contravene any existing law, judgment, governmental rule, regulation or order applicable to or binding on the EDC.

(b) GTECH shall deliver an opinion of counsel for GTECH, which opinion shall be in form and substance, reasonably acceptable to the EDC and shall be based on such qualifications as are mutually acceptable, that: (i) GTECH has the power and authority to enter into the Development Agreement, the Ground Lease, the EDC Lease and the WaterPlace Sublease and that the execution and delivery thereof and the performance by GTECH of its obligations thereunder will not violate any law or constitute an event of default under the terms or provisions of any other agreement, document or instrument to which it is a party or is bound; (ii) all necessary actions and proceedings that are required to be taken by or on behalf of GTECH to authorize it to make, deliver and perform the terms of the Development Agreement, the Ground Lease, the EDC Lease and the WaterPlace Sublease have been taken prior to the execution thereof and that the Development Agreement, the Ground Lease, the EDC Lease and the WaterPlace Sublease are valid and binding obligations of GTECH enforceable against GTECH in accordance with their terms subject only to customary exceptions for bankruptcy and the

availability of equitable remedies; and (iii) neither the execution and delivery thereof, nor compliance with the terms and provisions thereof by GTECH (a) requires or will require the approval and consent of any Governmental Authority or any party, except as expressly set forth therein, or (b) contravenes or will contravene any existing law, judgment, governmental rule, regulation or order applicable to or binding on GTECH.

Section 4.2. Exemption from Sales Tax.

(a) GTECH, at its sole discretion, shall have the right to terminate this Agreement by giving notice to the EDC, in the event that the Rhode Island Division of Taxation fails, within six (6) months from the Date of Execution, to have issued a letter ruling satisfactory to GTECH that no Sales Tax will be due and payable on taxable property used in the development and construction of the Project at the Project site as set forth in Section 2.1 above and more specifically as described in this Section 4.2.

(b) The exemption from sales tax shall apply to all building materials and supplies used in the construction of the Building and which expenses are incurred during the Cost Expenditure Period.

(c) The exemption from sales tax shall apply to all building materials, supplies and furnishings used as tenant improvements in the portion of the Building subject to the Office Lease as well as all personal property purchased for use therein during the Cost Expenditure Period. All personal property for which an exemption is sought must have a useful life of more than one year.

(d) The exemption from sales tax shall not apply to any other property subject to sales tax used as tenant improvements for any tenant other than GTECH or any Affiliate of GTECH during the Cost Expenditure Period.

(e) The exemption from sales tax shall not apply to any otherwise taxable property purchases exceeding \$100,000,000 in the aggregate.

(f) GTECH and the Designated Developer will appoint an agent for sales tax refunds who shall be the sole authorized agent to submit requests to the EDC and the Rhode Island Division of Taxation. Requests for refunds shall not be submitted more than once per month and shall not be for purchases less than \$500,000 in the aggregate.

Section 4.3. Inability to Satisfy Conditions. In the event any of the conditions set forth in Section 4.1 or Section 4.2 are not satisfied after reasonable efforts are made by each party on or before the dates set forth therein, or such other date as may be mutually agreed upon, either party shall have the right to terminate this Agreement by notice to the other, whereupon this Agreement shall be deemed terminated and neither GTECH nor the EDC shall have any further rights against or obligations or liabilities to the other.

ARTICLE V

CERTAIN AGREEMENTS OF GTECH AND THE EDC

Section 5.1. Project Approvals.

(a) GTECH (or its Affiliates) or the Designated Developer (or its Affiliates) shall be responsible for obtaining all required federal, State and local development and construction permits approvals including, without limitation, all building, environmental, zoning, subdivision, traffic control, utility, sewer, electrical, mechanical, plumbing, curb cut and other permits and approvals to the extent necessary for such development, construction and operation of the Project. The EDC shall cooperate with and use reasonable efforts to cause other necessary State and municipal agencies and departments to cooperate in obtaining such permits and approvals, and each party shall execute all applications which require its signature, provided that the EDC shall not incur any liability or expense in doing so. All such permits and approvals are collectively called the "Governmental Approvals".

(b) The cost of obtaining Governmental Approvals, which shall include, without limitation, filing fees and reasonable fees of attorneys and consultants engaged by GTECH for such purpose, shall be the sole responsibility of GTECH or the Designated Developer.

Section 5.2. Expedited Approvals. If the Project qualifies for expedited approvals pursuant to Sections 42-1 17-1, et seq. of the General Laws of Rhode Island of 1956, as amended, and GTECH or the Designated Developer applies for such approvals, the EDC will issue a certificate of critical economic concern for the Project.

Section 5.3. [RESERVED]

Section 5.4. Investment Requirement. As part of the satisfaction of the requirement set forth in Section 6.1 of the Master Contract, as measured from the Effective Date, GTECH, its Affiliates and/or the Designated Developer on behalf of GTECH shall invest directly or indirectly a minimum of Sixty Million Dollars (\$60,000,000) ("Investment Requirement") in the Project, including, without limitation, expenditures to acquire the option to ground lease the Project Site and related contracts, licenses, permits and approvals and in the costs of developing, designing, permitting, constructing and equipping the Building, on or before the Investment Deadline and by which time the Building shall have become the corporate headquarters of GTECH. Upon achievement of the Investment Requirement, GTECH shall provide written certification of such achievement to the EDC.

Section 5.5. Employment Requirement: Annual Certification of Employment; Relocation of Employees

(a) By the Employment Deadline and continuing thereafter for each year of the Term, GTECH and its Affiliates shall have at least One Thousand (1,000) FTEs in the State (the "Employment Requirement").

(b) On or before May 31, 2005, and every six months thereafter, GTECH shall deliver to the EDC a written certification in a form reasonably acceptable to the EDC and

executed by a duly authorized officer of GTECH which states the average number of FTEs GTECH and its Affiliates had in the State during the preceding six (6) month period.

Section 5.6. Certification of Annual Benefit. Upon prior written request of the EDC, within thirty (30) days of the end of each calendar year, or at such other time as the EDC and GTECH shall mutually agree, GTECH shall deliver to the EDC a written certification, executed by a duly authorized officer of GTECH, which states the real dollar value of the Sales Tax exemption received under this Agreement by GTECH or its Affiliates in the prior calendar year.

Section 5.7. Compliance Monitoring. In addition to the monitoring of compliance by GTECH with Sections 2.1, 5.4 and 5.5 hereof, the EDC, if requested by the Rhode Island Lottery, will monitor GTECH's compliance with GTECH's obligations under Sections 3, 4 and 6 of the Master Contract. In the event of any inconsistency between Sections 6.3 and 6.4 of the Master Contract and Section 5.5 hereof, this Agreement shall control.

Section 5.8. Environmental Compliance and Indemnification. GTECH covenants and agrees that it shall comply with all Governmental Requirements relating to (a) industrial hygiene, (b) environmental conditions at, upon, under, within or about the Project Site including, but not limited to, soil and groundwater conditions, and (c) the use, generation, manufacture, production, storage or disposal of, at, upon, under, within or about the Project Site or transportation to or from the Project Site of flammable, explosive, or radioactive materials or Hazardous Materials. GTECH represents and warrants that, to the best of its knowledge, there is no deposit, storage, disposal, removal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of flammable, explosive, or radioactive materials or Hazardous Materials at, upon, under, within or about the Project Site that violates any municipal, state, or federal law or regulation. GTECH hereby agrees to indemnify and hold the EDC harmless from and against any and all loss, cost, liability, claim or expense arising out of or in connection with the existence of flammable, explosive, or radioactive materials or Hazardous Materials with respect to the Project Site. The covenants, representations, warranties and indemnification contained in this Section shall survive the Date of Execution and the termination of this Agreement regardless of the means of expiration or termination.

Section 5.9. Audit Rights. Within thirty (30) days of a written request by the EDC, GTECH shall make available to the EDC at GTECH's facilities such personnel and/or payroll information as may be reasonably required to corroborate GTECH's achievements of the Employment Requirement and Investment Requirement, and such other information as may be reasonably required to corroborate information required to be provided by GTECH. The EDC also shall have the right to audit the books and records GTECH pertaining to the number of FTEs employed by GTECH in the State during any period for which GTECH has claimed a Sales Tax exemption for the Term hereof and for a period of five (5) years thereafter. Such audit shall be conducted upon reasonable advance written notice to GTECH, at a time which will not interrupt the normal business hours and at the EDC's sole cost and expense. The EDC represents and warrants that it shall maintain the confidentiality of any and all confidential or proprietary information it receives or acquires during an audit and further represents and warrants that it will only publicly release the following information as obtained through or as a result of its Audit Rights: (i) the number of FTE jobs maintained at the Project and the cumulative wage data related thereto; and (ii) a dollar value comparison regarding the actual investment by GTECH

with respect to the Project and the Investment Requirement. The EDC shall have the right to audit under this Section 5.9 during the term of the Lease and the Sublease and for a period of five (5) years after the expiration or termination thereof.

Section 5.10. Payment of the EDC's Attorneys' Fees. GTECH shall pay all of the EDC's reasonable attorneys' fees incurred in connection with the transactions set forth in this Agreement, the Lease and the Sublease.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default by GTECH. The occurrence of any of the following shall be an "Event of Default" by GTECH under this Agreement:

(a) Subject to Unavoidable Delays, the failure of GTECH to observe, comply with or perform one or more of the material terms and conditions hereof, which failure is not cured within sixty (60) days following notice (which notice shall specify the nature of the alleged default and the action the EDC believes is reasonably necessary to cure such default if capable of cure) from the EDC to GTECH of such failure;

(b) If GTECH shall make an assignment for the benefit of creditors;

(c) If GTECH shall file a voluntary petition under Title 11 of the United States Code, or if such petition shall be filed against GTECH and an order for relief shall be entered, or if GTECH shall file a petition or an answer seeking, consenting to or acquiescing in, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code, or any other present or future applicable federal, State or other bankruptcy or insolvency statute or law, or shall seek, or consent to, or acquiesce in the appointment of, any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of GTECH, or of all or any substantial part of its properties; or

(d) If within ninety (90) days after the commencement of a proceeding against GTECH seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, State or other bankruptcy or insolvency statute or law, such proceeding shall not be dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of GTECH, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of GTECH, or of all or any substantial part of its properties, such appointment shall not be vacated or stayed on appeal or otherwise, or if, within ninety (90) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal.

Section 6.2. Remedies of the EDC.

(a) If an Event of Default by GTECH shall have occurred and shall not have been remedied within any applicable grace period provided in Section 6.1 hereof, the EDC shall have the right, at its option, to terminate this Agreement by notice to GTECH, whereupon this

Agreement shall be deemed terminated on the date designated by the EDC in such notice of termination and for the period commencing on the date that GTECH first certifies that it has satisfied the Employment Requirement pursuant to Section 5.5(b) hereof and terminating on the fifth anniversary of such date, the EDC shall be entitled to collect from GTECH the Sales Tax benefits actually received by GTECH pursuant to Section 4.2 hereof.

(b) In the event of a termination resulting from an Event of Default by GTECH, GTECH shall reimburse the State and/or the EDC, for the reasonable, documented, out-of-pocket third-party expenses actually incurred in connection with and directly related to the execution of this Agreement and the EDC's activities hereunder which have not already been reimbursed by GTECH. Except as set forth in Section 7.1(a) below, in no event shall GTECH be liable for any special, incidental, consequential or punitive damages to the EDC.

Section 6.3. Events of Default by the EDC. Subject to Unavoidable Delays, the failure of the EDC to observe, comply with or perform one or more of the material terms and conditions hereto, which failure shall not have been cured within sixty (60) days following written notice (which notice shall specify the nature of the alleged default and the action GTECH believes is reasonably necessary to cure such default if capable of cure) from GTECH to the EDC of such failure or such additional period of time as is necessary provided the EDC is proceeding diligently to cure such failure shall be an "Event of Default" by the EDC under this Agreement. .

Section 6.4. Remedies of GTECH. If an Event of Default by the EDC shall have occurred and shall not have been remedied within any applicable grace period provided in Section 6.3 hereof, GTECH shall have the right, at its option, to terminate this Agreement by written notice to the EDC, whereupon this Agreement shall be deemed terminated on the date designated by GTECH in such notice of termination.

Section 6.5. Strict Performance. No failure by the EDC or GTECH to insist upon the other party's strict performance of any covenant, agreement, term or condition Agreement, or to exercise any right or remedy available to such party, and no acceptance of full or partial performance during the continuance of any Event of Default, shall constitute a waiver of any such Event of Default. No covenant, agreement, term or condition of this Agreement to be performed or complied with by either party, and no default by either party shall be waived, altered or modified, except by a written instrument executed by the other. No waiver of any default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent default.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Indemnification.

(a) GTECH shall indemnify, defend and hold the EDC and its consultants, employees, representatives, agents and contractors harmless from any and all liabilities, losses, damages, penalties, judgments, awards, claims, demands, costs, expenses, actions, lawsuits or

other proceedings arising, directly or indirectly, in whole or in part, out of the negligence or willful act or omission of GTECH or its consultants, employees, representatives, agents and contractors in connection with (i) this Agreement, or in any way with the services or work described herein, or (ii) any occurrence at the Project Site or arising in connection with the Project.

(b) The EDC shall indemnify, defend and hold GTECH and its consultants, employees, representatives, agents and contractors harmless from any and all liabilities, losses, damages, penalties, judgments, awards, claims, demands, costs, expenses, actions, lawsuits or other proceedings arising, directly or indirectly, in whole or in part, out of the negligence or act or omission of the EDC or its consultants, employees, representatives, agents and contractors in connection with this Agreement.

(c) The indemnifications set forth in this Section 7.1 shall survive any termination of this Agreement.

Section 7.2. Assignment.

(a) The EDC's Assignment. The EDC shall not assign this Agreement or any right, title or interest hereunder, without the written consent of GTECH, except that the EDC may at any time by written instrument delegate or assign to any other State agency or quasi-public entity, the State all or any of its rights, title, and interests or obligations under this Agreement, provided that the EDC shall not thereby be released from its unperformed obligations hereunder and such transfer shall not jeopardize the continued availability of the Sales Tax exemption described in Section 4.1(a) and the tax benefits set forth in the Tax Stabilization Agreement. All references to the EDC in this Agreement shall be deemed to include such delegate.

(b) GTECH's Assignment. GTECH may not assign this Agreement or any right, title or interest hereunder, without the written consent of the EDC (which such consent will not be unreasonably withheld) except to: (1) any Affiliate or (2) any Person which GTECH or any of its Affiliates utilizes, employs or contracts with in any manner in connection with the development, design, permitting, construction, financing, leasing or management of any portion of the Building and provided that GTECH shall not thereby be released from its unperformed obligations hereunder. GTECH shall provide the EDC with not less than five (5) days prior written notice of any assignment of this Agreement.

(c) Void Assignment. Any purported assignment of this Agreement or any right, title or interest hereunder not complying with this Section 7.2 shall be void and of no force or effect whatever.

Section 7.3. Consents and Approvals.

(a) All consents and approvals which may be given under this Agreement shall, as a condition of their effectiveness, be in writing. The granting of any consent or approval by a party to perform any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any further similar act.

(b) If it is provided that a particular consent or approval is not to be unreasonably withheld, such consent or approval also shall not be unreasonably conditioned or delayed and any matter required to be done satisfactorily or to the satisfaction of a party need only be done reasonably satisfactorily or to the reasonable satisfaction of that party.

Section 7.4. No Broker. GTECH and the EDC mutually represent and warrant that no broker to whom a commission, fee or other compensation is payable is or has been involved in or brought about the transactions contemplated by this Agreement. Each party shall indemnify and hold the other harmless from any and all claims, obligations, liabilities, costs or expenses (including reasonable attorneys' fees) incurred as a result of any claim for any other brokerage commissions, fees or other compensation by any other person or entity which alleges having acted or dealt with the indemnifying party in connection with the Project or the transactions contemplated by this Agreement. Each party's obligations under this Section shall survive the termination of this Agreement. The EDC shall pay any commission payable to CB Richard Ellis - N.E. Partners, LP in connection with this Agreement and the transactions contemplated hereby.

Section 7.5. Relationship of Parties. This Agreement is not to be construed to create a partnership or joint venture between GTECH and the EDC.

Section 7.6. All Notices, Communications, Etc. in Writing. Whenever it is provided herein that notice, demand, request, consent, approval or other communication (a "**Notice**") shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any Notice, each such Notice shall be in writing and shall be effective for any purpose only when received or refused, and if given or served by personal delivery, or by recognized overnight courier, in either instance as evidenced by acknowledgment of receipt, or sent by overnight delivery service or by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the EDC: Rhode Island Economic Development Corporation
One West Exchange Street
Providence, Rhode Island 02903
Attn.: Executive Director

With a copy to: Adler Pollock & Sheehan P.C.
One Citizens Plaza
Providence, Rhode Island 02903
Attn.: Robert I. Stolzman, Esq.

If to GTECH: GTECH Corporation
55 Technology Way
West Greenwich, Rhode Island 02817
Attn: General Counsel

With a copy to Edwards & Angell, LLP
2800 Financial Plaza
Providence, Rhode Island 02903
Attn: James R. McGuirk, Esq.

Any party may change the address to which notices to such party shall thereafter be given by providing written notice of such change to the other party and all other Persons listed above.

Section 7.7. Negotiated Document. The parties acknowledge that the provisions and language of this Agreement have been negotiated, and agree that no provision of this Agreement shall be construed against any party by reason of such party having drafted such provision or this Agreement.

Section 7.8. Representations. In order to induce the EDC to enter into this Agreement, GTECH hereby represents and warrants, with full knowledge that the EDC shall rely on such representations and warranties, that it is duly formed and validly existing corporation and is duly qualified to do business in the State of Rhode Island with the full power and authority to consummate the transactions contemplated hereby, and has the financial ability to perform all of its obligations hereunder. In order to induce GTECH to enter into this Agreement, the EDC hereby represents and warrants, with full knowledge that GTECH shall rely on such representations and warranties, that the EDC is a duly formed and validly existing public corporation, governmental agency and public instrumentality of the State, with full power and authority to consummate the transactions contemplated hereby. Each party hereto further represents and warrants to the other that this Agreement has been duly authorized by all necessary action on its part and has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of and enforceable against it by the other party hereto.

Section 7.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

Section 7.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing such counterpart. A copy or facsimile of a signature shall be binding upon the signatory as if it were an original signature.

Section 7.11. Captions. The captions of this Agreement are for the purpose of convenience of reference only, and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

Section 7.12. Gender, Etc. As used in this Agreement, the masculine shall include the feminine and neuter; the singular shall include the plural; and the plural shall include the singular, as the context may require.

Section 7.13. Third Party Beneficiaries. Except as may be expressly provided to the contrary in this Agreement, nothing contained in this Agreement shall or shall be construed to confer upon any person other than GTECH, the State of Rhode Island, the Rhode Island Lottery, or the EDC any rights, remedies, privileges, benefits or causes of action to any extent whatsoever.

Section 7.14. Successors and Assigns. The agreements, terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the EDC and

GTECH and, except as otherwise provided herein, their respective successors and permitted assigns.

Section 7.15. Further Assurances. Each party hereto shall do all acts and things and make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

Section 7.16. Amendment. This Agreement and all provisions hereof may only be changed, modified, amended, supplemented, altered, waived, discharged or terminated by an instrument in writing signed by the party against whom enforcement of the change, modification, amendment, supplement, alteration, waiver, discharge or termination is sought, and, if required by any mortgage document, the applicable lender has consented thereto, and not orally.

Section 7.17. Separability. Unenforceability for any reason of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement and if any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons circumstances to which it is valid or enforceable, shall not be limited, impaired or otherwise affected thereby, and each term and provision of this Agreement shall be valid and enforced to the extent permitted by law.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date first above written.

EDC;

**RHODE ISLAND ECONOMIC
DEVELOPMENT CORPORATION**

January _____, 2005

By: William J. Parsons
Name: WILLIAM J. PARSONS
Title: Deputy Director

GTECH:

GTECH CORPORATION

January 21, 2005

By: Jaymin B. Patel
Name: Jaymin B. Patel
Title: Senior Vice President and
Chief Financial Officer

PRIME SUBLEASE

THIS PRIME SUBLEASE (this "Sublease") is made as of the 22 day of March, 2005 (the "Effective Date") by and between **US REAL ESTATE LIMITED PARTNERSHIP**, a Texas limited partnership ("USAA"), and **RHODE ISLAND ECONOMIC DEVELOPMENT CORPORATION**, a body corporate and politic and a public instrumentality of the State of Rhode Island ("RIEDC").

WITNESSETH:

WHEREAS, pursuant to that certain Ground Lease (Parcel 9) dated as of November 30, 2001 by and between Capital Properties, Inc., a Rhode Island corporation (the "Landlord"), and Starwood Wasserman Waterplace LLC, a Delaware limited liability company (the "Original Tenant") (as evidenced by that certain Memorandum of Lease dated as of November 30, 2001 by and between the Original Tenant and the Landlord and recorded with the Providence Land Evidence Records on December 3, 2001 at 11:28 a.m. in Book 4926 at Page 323), as amended by that certain First Amendment to Ground Lease dated as of May 23, 2002, as amended by that certain Second Amendment to Ground Lease dated as of December 20, 2002 and as amended by that certain Third Amendment to Ground Lease dated as of May 22, 2003 (the "Original Ground Lease"), the Landlord granted the Original Tenant the option to lease that certain parcel of land known as "Parcel 9" located at the northeast corner of the intersection of Francis Street and Memorial Boulevard in Providence, Rhode Island containing approximately 71,582 square feet of land and more particularly described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, pursuant to that certain Assignment and Assumption of Ground Lease dated as of July 15, 2003 by and among the Original Tenant, GTECH Corporation, a Delaware corporation ("GTECH"), and the Landlord (as evidenced by that certain Memorandum of Assignment and Assumption of Ground Lease dated as of July 15, 2003 by and among the Original Tenant, GTECH and the Landlord and recorded with the Providence Land Evidence Records on July 16, 2003 at 2:33 p.m. in Book 5905 at Page 318) (the "2003 Assignment"), the Original Tenant assigned all of its right, title and interest in and to the Original Ground Lease to GTECH, GTECH accepted the assignment and assumed the obligations of the Original Tenant under the Original Ground Lease, the Landlord consented to the assignment of the Original Ground Lease by the Original Tenant to GTECH and the Landlord and GTECH amended the Original Ground Lease in certain respects; and

WHEREAS, pursuant to that certain Fourth Amendment to Ground Lease dated as of December 23, 2003 by and between the Landlord and GTECH (the "Fourth Amendment") (the Original Ground Lease, as amended by the 2003 Assignment and the Fourth Amendment, is referred to herein as the "Ground Lease"), the Landlord and GTECH amended the Original Ground Lease, as amended by the 2003 Assignment, in certain respects; and

WHEREAS, pursuant to that certain Assignment and Assumption of Ground Lease dated as of March 25, 2004 by and between GTECH and GTECH WaterPlace Park Company, LLC, a Delaware limited liability company ("GTECH WaterPlace"), and recorded with the Providence Land Evidence Records on March 26, 2004 at 11:22 a.m. in Book 6432 at Page 280, GTECH

assigned its right, title and interest in and to the Ground Lease to GTECH WaterPlace and GTECH WaterPlace accepted the assignment and assumed the obligations of GTECH under the Ground Lease; and

WHEREAS, pursuant to that certain Option Exercise Notice dated March 26, 2004 from GTECH WaterPlace to the Landlord, GTECH WaterPlace elected to exercise the Option (as defined in the Ground Lease); and

WHEREAS, the Landlord and GTECH WaterPlace executed and delivered that certain Notice of Commencement of Lease dated April 1, 2004 and recorded with the Providence Land Evidence Records on April 12, 2004 at 9:05 a.m. in Book 6460 at Page 161; and

WHEREAS, pursuant to that certain Assignment and Assumption of Ground Lease dated as of March 22, 2005 by and between GTECH WaterPlace and USAA and recorded with the Providence Land Evidence Records on March 24, 2005 at 2:08 p.m. in Book [] at Page [], GTECH WaterPlace assigned its right, title and interest in and to the Ground Lease to USAA and USAA accepted the assignment and assumed the obligations of GTECH WaterPlace under the Ground Lease; and

WHEREAS, immediately following the execution and delivery of this Sublease, RIEDC and USAA are entering into a Subordinate Sublease dated as of even date herewith, pursuant to which RIEDC will sub-sublease the Premises to USAA and USAA will sub-sublease the Premises from RIEDC.

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

1. Subleased Premises. USAA hereby subleases the Premises to RIEDC and RIEDC hereby subleases the Premises from USAA for the Sublease Term (as defined below).

2. Superior Lease.

(a) RIEDC hereby acknowledges and agrees that the interest and estate of USAA in the Premises is that of a sublessee of a leasehold interest and that this Sublease is subject and subordinated to the Ground Lease.

(b) All of the terms and conditions contained in the Ground Lease are incorporated hereby by reference as the terms and conditions of this Sublease.

(c) In no event shall USAA have any obligation to provide any service to RIEDC or to the Premises under this Sublease. RIEDC hereby grants to USAA the right to receive all of the services and benefits with respect to the Premises which are to be provided by the Landlord under the Ground Lease.

(d) USAA agrees to perform and observe all of the obligations, terms, covenants and conditions of the Ground Lease to be performed or observed by the tenant thereunder and to

indemnify, defend and hold RIBDC harmless from any loss or liability, including reasonable attorneys' fees, arising out of or by reason of or resulting from (i) USAA's failure to perform and observe the provisions of the Ground Lease or (ii) damage or injury to any person or property with respect to an occurrence during the Sublease Term, to the extent the tenant would be responsible for such occurrence under the Ground Lease.

3. Improvements.

(a) USAA shall be responsible, at its sole cost and expense, for the construction of all improvements to the Premises (the "Improvements") (i) required or permitted to be constructed by the tenant under the Ground Lease or (ii) required to be constructed by USAA pursuant to that certain First Amended and Restated Project Design and Development Agreement dated as of November 4, 2004 by and between GTECH and USAA, as amended from time to time, as the Designated Developer under that certain Development Agreement dated as of January 1, 2005 by and between RIBDC and GTECH, as amended from time to time (the "Development Agreement").

(b) At the expiration of the Sublease Term, USAA shall have the right to remove any and all improvements to the Premises (including, without limitation, the Improvements) to the extent removable by tenant under the Ground Lease, subject to any obligation to restore or repair damage to the Premises occasioned by such removal pursuant to the Ground Lease. RIBDC shall have no right in any or all of such improvements to remove or sell such improvements, whether or not removed by USAA, or in any salvage rights thereto, whether such improvements were made or paid for by the Landlord or USAA.

4. Sublease Term. The term of this Sublease (the "Sublease Term") shall commence on the Effective Date and shall expire on the day on which the term of the Development Agreement expires. USAA shall have the right and benefit of any and all rights of the tenant to extend or renew the term of the Ground Lease, the exercise of which may be given directly to the Landlord. RIBDC waives its right to receive notice of any such extension or renewal and consents to any such exercise of any such option by USAA, when and if made.

5. Rent; Other Payments. RIBDC shall pay to USAA rent at the rate of One and 00/100 Dollars (\$1.00) per year. RIBDC shall have no obligation to USAA to make any payments that the tenant under the Ground Lease is required to make, including, without limitation, (i) Base Ground Rent, (ii) Rent, (iii) Impositions and (iv) all other items, costs and charges payable by the tenant under the Ground Lease.

6. Insurance. RIBDC shall be named as an additional insured with respect to the commercial general liability insurance coverage to be maintained by USAA pursuant to the provisions of the Ground Lease. A certificate evidencing such coverage shall be furnished to RIBDC upon commencement of the Sublease Term and thereafter when and as required under the Ground Lease.

7. Consent of RIBDC. In all instances where consent of the Landlord is required under the Ground Lease, including, without limitation, consent to plans, consent to alterations,

consent to subleases and assignments and the like, it is agreed that RIEDC shall be deemed to consent when and if the Landlord shall also consent. Whenever consent of the Landlord is not required pursuant to the Ground Lease, then such consent shall not be required of RIEDC under this Sublease. RIEDC hereby waives any and all notice requirements relative to requests for consent, notice to the Landlord being deemed notice to RIEDC for the purposes of this Sublease.

8. Notices. The parties hereto agree that all notices delivered by either of them under this Sublease shall be delivered in the manner required under the Ground Lease to the parties hereto as the following addresses:

- (a) to USAA: US Real Estate Limited Partnership
9830 Colonnade Boulevard, Suite 600
San Antonio, TX 78230-2239
Attention: VP Real Estate Counsel
Fax: (210) 298-6271
Attention: VP Investments
Fax: (210) 498-9241
- (b) to RIEDC: Rhode Island Economic Development Corporation
One West Exchange Street, Fifth Floor
Providence, RI 02903

Either party, by notice to the other, may, from time to time, change its address for notice purposes.

9. Designation as "Project"; Termination of Status.

(a) RIEDC has determined pursuant to Section 42-64-3(p) of the Rhode Island General Laws of 1956, as amended, and pursuant to the Development Agreement that the Premises and the Improvements are a "project" of RIEDC and each of RIEDC, USAA and GTECH shall have all the rights and benefits afforded by such designation in accordance with applicable law.

(b) In the event that the Premises and the Improvements are no longer deemed a "project" of RIEDC, or if equivalent rights and benefits are no longer afforded to the Premises and the Improvements, RIEDC, USAA or GTECH, then, upon either USAA's written request or RIEDC's option, RIEDC shall promptly terminate this Sublease. Upon the effective date of such terminations, this Sublease and all rights and obligations not theretofore accrued thereunder shall cease and terminate.

10. Assignment by RIEDC. RIEDC shall not, without express written consent of USAA, assign its rights in this Sublease to any person, including another governmental entity, unless equivalent rights and benefits continue to be afforded to the Premises, GTECH and USAA, notwithstanding such assignment, as are currently afforded by reason of the designation of Premises as a "project" of RIEDC pursuant to Section 42-64-3(p) of the Rhode Island General Laws of 1956, as amended.

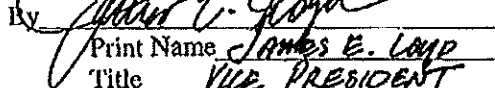
11. Applicable Law and Construction. This Sublease shall be governed by and construed in accordance with the laws of the State of Rhode Island. If any provisions of this Sublease shall, to any extent be held to be invalid, the remainder of this Sublease shall not be affected thereby. This Sublease may be amended and the provisions hereof may be waived or modified only by instruments in writing executed by the parties hereto. The titles of the several articles and sections contained herein are for convenience and shall not be considered in construing this Sublease.

IN WITNESS WHEREOF, the parties hereunto have caused this Sublease to be duly executed as of the day and year first written above.

US REAL ESTATE LIMITED PARTNERSHIP

By USAA Real Estate Company, a Delaware corporation, its general partner

Date: March 31, 2006

By 
Print Name JAMES E. LOYD
Title VICE PRESIDENT

RHODE ISLAND ECONOMIC DEVELOPMENT CORPORATION

Date: March _____, 2006


By 
Print Name RICHARD C. REED
Title DEPUTY DIRECTOR

EXHIBIT A

Description of the Premises

LOT 109, ASSESSOR'S PLAT 19
CITY OF PROVIDENCE
PROVIDENCE COUNTY, RI

BEGINNING AT A POINT ON THE EASTERLY SIDELINE OF FRANCIS STREET (VARIABLE WIDTH RIGHT OF WAY) SAID POINT ALSO BEING AT THE WESTERLY TERMINUS OF A LINE CONNECTING SAID EASTERLY SIDELINE WITH THE NORTHERLY SIDELINE OF MEMORIAL BOULEVARD (112 FEET WIDE) SAID POINT ALSO BEING DISTANT THE FOLLOWING COURSE FROM THE INTERSECTION OF THE FORMER EASTERLY SIDELINE OF FRANCIS STREET WITH THE FORMER NORTHERLY SIDELINE OF MEMORIAL BOULEVARD AS SHOWN ON RHODE ISLAND STATE HIGHWAY PLAT NO. 2526, DATED: NOVEMBER 3, 1998,

1. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 685.00 FEET, A CENTRAL ANGLE OF 01 DEGREES - 58 MINUTES - 02 SECONDS, AND AN ARC LENGTH OF 23.52 FEET TO THE POINT AND PLACE OF BEGINNING, AND FROM SAID POINT RUNNING, THENCE;
2. ALONG THE EASTERLY SIDELINE OF FRANCIS STREET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 685.00 FEET, A CENTRAL ANGLE OF 21 DEGREES - 03 MINUTES - 37 SECONDS, AND AN ARC LENGTH OF 251.79 FEET, BEARING A CHORD OF NORTH 04 DEGREES - 50 MINUTES - 19 SECONDS WEST, A CHORD DISTANCE OF 250.37 FEET TO A POINT OF TANGENCY, THENCE;
3. STILL ALONG THE EASTERLY SIDELINE OF FRANCIS STREET, NORTH 05 DEGREES - 41 MINUTES - 29 SECONDS EAST, A DISTANCE OF 73.08 FEET TO A POINT, THENCE;
4. STILL ALONG THE EASTERLY SIDELINE OF FRANCIS STREET, SOUTH 82 DEGREES - 37 MINUTES - 58 SECONDS EAST, A DISTANCE OF 20.01 FEET TO A POINT, THENCE;
5. STILL ALONG THE EASTERLY SIDELINE OF FRANCIS STREET, NORTH 05 DEGREES - 41 MINUTES - 29 SECONDS EAST, A DISTANCE OF 30.01 FEET TO A POINT ON THE SOUTHERLY SIDE OF THE WOONASQUATUCKET RIVER, THENCE;
6. ALONG THE SOUTHERLY SIDE OF THE WOONASQUATUCKET RIVER, SOUTH 82 DEGREES - 37 MINUTES - 58 SECONDS EAST, A DISTANCE OF 141.44 FEET TO A POINT, THENCE;

7. ALONG THE DIVIDING LINE BETWEEN LOT 109 AND LANDS NOW OR FORMERLY OF THE CITY OF PROVIDENCE, SOUTH 24 DEGREES - 52 MINUTES - 36 SECONDS EAST, A DISTANCE OF 265.35 FEET TO A POINT ON THE NORTHERLY SIDELINE OF MEMORIAL BOULEVARD, THENCE;

8. ALONG THE NORTHERLY SIDELINE OF MEMORIAL BOULEVARD, SOUTH 65 DEGREES - 08 MINUTES - 25 SECONDS WEST, A DISTANCE OF 180.75 FEET TO A POINT OF CURVATURE, THENCE;

9. STILL ALONG THE NORTHERLY SIDELINE OF MEMORIAL BOULEVARD, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1144.00 FEET, A CENTRAL ANGLE OF 03 DEGREES - 32 MINUTES - 07 SECONDS, AND AN ARC LENGTH OF 70.59 FEET, BEARING A CHORD OF SOUTH 66 DEGREES - 54 MINUTES - 29 SECONDS WEST, A CHORD DISTANCE OF 70.58 FEET TO A POINT, THENCE;

10. ALONG A LINE CONNECTING THE NORTHERLY SIDELINE OF MEMORIAL BOULEVARD WITH THE EASTERLY SIDELINE OF FRANCIS STREET, NORTH 67 DEGREES - 47 MINUTES - 07 SECONDS WEST, A DISTANCE OF 34.48 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 71,582 SQUARE FEET OR 1.643 ACRES.

SUBORDINATE SUBLEASE

THIS SUBORDINATE SUBLEASE (this "Sublease") is made as of the 22 day of March, 2005 (the "Effective Date") by and between **RHODE ISLAND ECONOMIC DEVELOPMENT CORPORATION**, a body corporate and politic and a public instrumentality of the State of Rhode Island ("RIEDC"), and **US REAL ESTATE LIMITED PARTNERSHIP**, a Texas limited partnership ("USAA").

WITNESSETH:

WHEREAS, pursuant to that certain Ground Lease (Parcel 9) dated as of November 30, 2001 by and between Capital Properties, Inc., a Rhode Island corporation (the "Landlord"), and Starwood Wasserman Waterplace LLC, a Delaware limited liability company (the "Original Tenant") (as evidenced by that certain Memorandum of Lease dated as of November 30, 2001 by and between the Original Tenant and the Landlord and recorded with the Providence Land Evidence Records on December 3, 2001 at 11:28 a.m. in Book 4926 at Page 323), as amended by that certain First Amendment to Ground Lease dated as of May 23, 2002, as amended by that certain Second Amendment to Ground Lease dated as of December 20, 2002 and as amended by that certain Third Amendment to Ground Lease dated as of May 22, 2003 (the "Original Ground Lease"), the Landlord granted the Original Tenant the option to lease that certain parcel of land known as "Parcel 9" located at the northeast corner of the intersection of Francis Street and Memorial Boulevard in Providence, Rhode Island containing approximately 71,582 square feet of land and more particularly described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, pursuant to that certain Assignment and Assumption of Ground Lease dated as of July 15, 2003 by and among the Original Tenant, GTECH Corporation, a Delaware corporation ("GTECH"), and the Landlord (as evidenced by that certain Memorandum of Assignment and Assumption of Ground Lease dated as of July 15, 2003 by and among the Original Tenant, GTECH and the Landlord and recorded with the Providence Land Evidence Records on July 16, 2003 at 2:33 p.m. in Book 5905 at Page 318) (the "2003 Assignment"), the Original Tenant assigned all of its right, title and interest in and to the Original Ground Lease to GTECH, GTECH accepted the assignment and assumed the obligations of the Original Tenant under the Original Ground Lease, the Landlord consented to the assignment of the Original Ground Lease by the Original Tenant to GTECH and the Landlord and GTECH amended the Original Ground Lease in certain respects; and

WHEREAS, pursuant to that certain Fourth Amendment to Ground Lease dated as of December 23, 2003 by and between the Landlord and GTECH (the "Fourth Amendment") (the Original Ground Lease, as amended by the 2003 Assignment and the Fourth Amendment, is referred to herein as the "Ground Lease"), the Landlord and GTECH amended the Original Ground Lease, as amended by the 2003 Assignment, in certain respects; and

WHEREAS, pursuant to that certain Assignment and Assumption of Ground Lease dated as of March 25, 2004 by and between GTECH and GTECH WaterPlace Park Company, LLC, a Delaware limited liability company ("GTECH WaterPlace"), and recorded with the Providence Land Evidence Records on March 26, 2004 at 11:22 a.m. in Book 6432 at Page 280, GTECH

assigned its right, title and interest in and to the Ground Lease to GTECH WaterPlace and GTECH WaterPlace accepted the assignment and assumed the obligations of GTECH under the Ground Lease; and

WHEREAS, pursuant to that certain Option Exercise Notice dated March 26, 2004 from GTECH WaterPlace to the Landlord, GTECH WaterPlace elected to exercise the Option (as defined in the Ground Lease); and

WHEREAS, the Landlord and GTECH WaterPlace executed and delivered that certain Notice of Commencement of Lease dated April 1, 2004 and recorded with the Providence Land Evidence Records on April 12, 2004 at 9:05 a.m. in Book 6460 at Page 161; and

WHEREAS, pursuant to that certain Assignment and Assumption of Ground Lease dated as of March 22, 2005 by and between GTECH WaterPlace and USAA and recorded with the Providence Land Evidence Records on March 24, 2005 at 2:08 p.m. in Book [] at Page [], GTECH WaterPlace assigned its right, title and interest in and to the Ground Lease to USAA and USAA accepted the assignment and assumed the obligations of GTECH WaterPlace under the Ground Lease; and

WHEREAS, immediately prior hereto, USAA and RIEDC have entered into that certain Prime Sublease dated as of even date herewith by and between USAA and RIEDC (the "Prime Sublease"), pursuant to which USAA subleased the Premises to RIEDC and RIEDC subleased the Premises from USAA.

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

1. Sub-Subleased Premises. RIEDC hereby sub-subleases the Premises to USAA and USAA hereby sub-subleases the Premises from RIEDC for the Sublease Term (as defined below).
2. Superior Leases.
 - (a) USAA hereby acknowledges and agrees that the interest and estate of RIEDC in the Premises is that of a sublessee of a leasehold interest and that this Sublease is subject and subordinated to the Ground Lease and the Prime Sublease.
 - (b) All of the terms and conditions contained in the Ground Lease and the Prime Sublease are incorporated hereby by reference as the terms and conditions of this Sublease.
 - (c) In no event shall RIEDC have any obligation to provide any service to USAA or to the Premises under this Sublease. To the extent that RIEDC's performance and observance of any and all of the obligations required to be performed and observed by it under this Sublease or under the Prime Sublease by reason of the incorporation of terms and provisions of the Ground Lease or the Prime Sublease depends upon the performance and observance by the Landlord under the Ground Lease or USAA under the Prime Sublease of the analogous obligations and

requirements, it is agreed that USAA shall look to the Landlord and not to RIEDC for the performance of such obligations.

(d) USAA agrees to perform and observe all of the obligations, terms, covenants and conditions of the Ground Lease to be performed or observed by the tenant thereunder and to indemnify, defend and hold RIEDC harmless from any loss or liability, including reasonable attorneys' fees, arising out of or by reason of or resulting from (i) USAA's failure to perform and observe the provisions of the Ground Lease or (ii) damage or injury to any person or property with respect to an occurrence during the Sublease Term, to the extent the tenant would be responsible for such occurrence under the Ground Lease or the Prime Sublease, as applicable.

3. Improvements.

(a) USAA shall be responsible, at its sole cost and expense, for the construction of the Improvements.

(b) At the expiration of the Sublease Term, USAA shall have the right to remove any and all improvements to the Premises (including, without limitation, the Improvements) to the extent removable by tenant under the Ground Lease, subject to any obligation to restore or repair damage to the Premises occasioned by such removal pursuant to the Ground Lease. RIEDC shall have no right in any or all of such improvements to remove or sell such improvements, whether or not removed by USAA, or in any salvage rights thereto, whether such improvements were made or paid for by the Landlord or USAA.

4. Sublease Term. The term of this Sublease (the "Sublease Term") shall commence on the Effective Date and shall expire on the day on which the term of the Prime Sublease expires.

5. Rent; Other Payments. USAA shall pay to RIEDC rent at the rate of One and 00/100 Dollars (\$1.00) per year. In addition, USAA shall make all payments that the tenant under the Ground Lease is required to make directly to the applicable payee, including, without limitation, (i) Base Ground Rent, (ii) Rent, (iii) Impositions and (iv) all other items, costs and charges payable by the tenant under the Ground Lease.

6. Insurance. RIEDC shall be named as an additional insured with respect to the commercial general liability insurance coverage to be maintained by USAA pursuant to the provisions of the Ground Lease. A certificate evidencing such coverage shall be furnished to RIEDC upon commencement of the Sublease Term and thereafter when and as required under the Ground Lease.

7. Consent of RIEDC. In all instances where consent of the Landlord is required under the Ground Lease, including, without limitation, consent to plans, consent to alterations, consent to subleases and assignments and the like, it is agreed that RIEDC shall be deemed to consent when and if the Landlord shall also consent. Whenever consent of the Landlord is not required pursuant to the Ground Lease, then such consent shall not be required of RIEDC under

this Sublease. RIEDC hereby waives any and all notice requirements relative to requests for consent, notice to the Landlord being deemed notice to RIEDC for the purposes of this Sublease.

8. Notices. The parties hereto agree that all notices delivered by either of them under this Sublease shall be delivered in the manner required under the Ground Lease to the parties hereto as the following addresses:

- (a) to RIEDC: Rhode Island Economic Development Corporation
One West Exchange Street, Fifth Floor
Providence, RI 02903
- (b) to USAA: US Real Estate Limited Partnership
9830 Colonnade Boulevard, Suite 600
San Antonio, TX 78230-2239
Attention: VP Real Estate Counsel
Fax: (210) 298-6271
Attention: VP Investments
Fax: (210) 498-9241

Either party, by notice to the other, may, from time to time, change its address for notice purposes.

9. Designation as "Project"; Termination of Status.

(a) RIEDC has determined pursuant to Section 42-64-3(p) of the Rhode Island General Laws of 1956, as amended, and pursuant to the Development Agreement that the Premises and the Improvements are a "project" of RIEDC and each of RIEDC, USAA and GTECH shall have all the rights and benefits afforded by such designation in accordance with the Development Agreement.

(b) In the event that the Premises and the Improvements are no longer deemed a "project" of RIEDC, or if equivalent rights and benefits are no longer afforded to the Premises and the Improvements, RIEDC, USAA or GTECH, then, upon either USAA's written request or RIEDC's option, RIEDC shall promptly terminate this Sublease. Upon the effective date of such terminations, this Sublease and all rights and obligations not theretofore accrued thereunder shall cease and terminate.

10. Assignment by RIEDC. RIEDC shall not, without express written consent of USAA, assign its rights in this Sublease to any person, including another governmental entity, unless equivalent rights and benefits continue to be afforded to the Premises, GTECH and USAA, notwithstanding such assignment, as are currently afforded by reason of the designation of Premises as a "project" of RIEDC pursuant to Section 42-64-3(p) of the Rhode Island General Laws of 1956, as amended.

11. Applicable Law and Construction. This Sublease shall be governed by and construed in accordance with the laws of the State of Rhode Island. If any provisions of this

Sublease shall, to any extent be held to be invalid, the remainder of this Sublease shall not be affected thereby. This Sublease may be amended and the provisions hereof may be waived or modified only by instruments in writing executed by the parties hereto. The titles of the several articles and sections contained herein are for convenience and shall not be considered in construing this Sublease. Capitalized terms used but not defined herein shall have the meanings give such terms in the Prime Sublease.

IN WITNESS WHEREOF, the parties hereunto have caused this Sublease to be duly executed as of the day and year first written above.

**RHODE ISLAND ECONOMIC
DEVELOPMENT CORPORATION**

Date: March _____, 2006

By *Richard C. Reed*
Print Name RICHARD C. REED
Title DEPUTY DIRECTOR

US REAL ESTATE LIMITED PARTNERSHIP

By USAA Real Estate Company, a Delaware corporation, its general partner

Date: March 31, 2006

By *James E. Loyd*
Print Name JAMES E. LOYD
Title VICE PRESIDENT

EXHIBIT A

Description of the Premises

LOT 109, ASSESSOR'S PLAT 19
CITY OF PROVIDENCE
PROVIDENCE COUNTY, RI

BEGINNING AT A POINT ON THE EASTERLY SIDELINE OF FRANCIS STREET (VARIABLE WIDTH RIGHT OF WAY) SAID POINT ALSO BEING AT THE WESTERLY TERMINUS OF A LINE CONNECTING SAID EASTERLY SIDELINE WITH THE NORTHERLY SIDELINE OF MEMORIAL BOULEVARD (112 FEET WIDE) SAID POINT ALSO BEING DISTANT THE FOLLOWING COURSE FROM THE INTERSECTION OF THE FORMER EASTERLY SIDELINE OF FRANCIS STREET WITH THE FORMER NORTHERLY SIDELINE OF MEMORIAL BOULEVARD AS SHOWN ON RHODE ISLAND STATE HIGHWAY PLAT NO. 2526, DATED: NOVEMBER 3, 1998,

1. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 685.00 FEET, A CENTRAL ANGLE OF 01 DEGREES - 58 MINUTES - 02 SECONDS, AND AN ARC LENGTH OF 23.52 FEET TO THE POINT AND PLACE OF BEGINNING, AND FROM SAID POINT RUNNING, THENCE;
2. ALONG THE EASTERLY SIDELINE OF FRANCIS STREET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 685.00 FEET, A CENTRAL ANGLE OF 21 DEGREES - 03 MINUTES - 37 SECONDS, AND AN ARC LENGTH OF 251.79 FEET, BEARING A CHORD OF NORTH 04 DEGREES - 50 MINUTES - 19 SECONDS WEST, A CHORD DISTANCE OF 250.37 FEET TO A POINT OF TANGENCY, THENCE;
3. STILL ALONG THE EASTERLY SIDELINE OF FRANCIS STREET, NORTH 05 DEGREES - 41 MINUTES - 29 SECONDS EAST, A DISTANCE OF 73.08 FEET TO A POINT, THENCE;
4. STILL ALONG THE EASTERLY SIDELINE OF FRANCIS STREET, SOUTH 82 DEGREES - 37 MINUTES - 58 SECONDS EAST, A DISTANCE OF 20.01 FEET TO A POINT, THENCE;
5. STILL ALONG THE EASTERLY SIDELINE OF FRANCIS STREET, NORTH 05 DEGREES - 41 MINUTES - 29 SECONDS EAST, A DISTANCE OF 30.01 FEET TO A POINT ON THE SOUTHERLY SIDE OF THE WOONASQUATUCKET RIVER, THENCE;
6. ALONG THE SOUTHERLY SIDE OF THE WOONASQUATUCKET RIVER, SOUTH 82 DEGREES - 37 MINUTES - 58 SECONDS EAST, A DISTANCE OF 141.44 FEET TO A POINT, THENCE;

7. ALONG THE DIVIDING LINE BETWEEN LOT 109 AND LANDS NOW OR FORMERLY OF THE CITY OF PROVIDENCE, SOUTH 24 DEGREES - 52 MINUTES - 36 SECONDS EAST, A DISTANCE OF 265.35 FEET TO A POINT ON THE NORTHERLY SIDELINE OF MEMORIAL BOULEVARD, THENCE;

8. ALONG THE NORTHERLY SIDELINE OF MEMORIAL BOULEVARD, SOUTH 65 DEGREES - 08 MINUTES - 25 SECONDS WEST, A DISTANCE OF 180.75 FEET TO A POINT OF CURVATURE, THENCE;

9. STILL ALONG THE NORTHERLY SIDELINE OF MEMORIAL BOULEVARD, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1144.00 FEET, A CENTRAL ANGLE OF 03 DEGREES - 32 MINUTES - 07 SECONDS, AND AN ARC LENGTH OF 70.59 FEET, BEARING A CHORD OF SOUTH 66 DEGREES - 54 MINUTES - 29 SECONDS WEST, A CHORD DISTANCE OF 70.58 FEET TO A POINT, THENCE;

10. ALONG A LINE CONNECTING THE NORTHERLY SIDELINE OF MEMORIAL BOULEVARD WITH THE EASTERLY SIDELINE OF FRANCIS STREET, NORTH 67 DEGREES - 47 MINUTES - 07 SECONDS WEST, A DISTANCE OF 34.48 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 71,582 SQUARE FEET OR 1.643 ACRES.

**INSTANT TICKET AGREEMENT
IGT GLOBAL SOLUTIONS CORPORATION
JULY 1, 2016 – JUNE 30, 2023**

THIS INSTANT TICKET AGREEMENT (this "Agreement") made on the date set forth below by and between the State Lottery Division of the State of Rhode Island Department of Revenue, an agency of the State of Rhode Island having a mailing address of 1425 Pontiac Avenue, Cranston, Rhode Island 02920 (hereinafter the "Division"), and IGT Global Solutions Corporation, a Delaware corporation with a mailing address of 10 Memorial Boulevard, IGT Center, Providence, Rhode Island 02903-1125 (hereinafter "IGT").

WHEREAS, the parties are desirous of entering into this Agreement for the supply of lottery instant game tickets by IGT and the provision of services related thereto, and for the purchase by the Division of such instant game tickets and related services. IGT will be the sole vendor, receiving one hundred percent (100%) of the instant game ticket printing orders for the production and delivery of instant game tickets during the Term (as defined below).

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. INTERPRETATION

A. Unless the context otherwise requires, words in the singular include the plural and vice versa, and the following terms as used herein shall have the respective meanings ascribed to them below for the purposes of this Agreement, namely:

1. "Affiliate" means, with respect to IGT, International Game Technology PLC or any other subsidiary of International Game Technology PLC.
2. "Courier Service" means the delivery of all instant game ticket products, consumables and point of sale materials to Division retailers.
3. "Instant game" means an instant lottery game to be periodically conducted by the Division.
4. "Validation" means, with reference to an instant game ticket, the verification to the Division that the play symbols appearing on an instant game ticket were printed by IGT on the same instant game ticket as the verification number and

the retail validation code shown on that instant game ticket, and "valid" and "validate" have corresponding meanings.

5. "Working Days" means: (i) all days excluding Saturdays, Sundays, and legal holidays celebrated in Rhode Island when the computation of the number of days is relevant in determining an obligation of the Division, and (ii) all days excluding Saturdays, Sundays, and legal holidays celebrated in the place where a material activity is to be performed by IGT when the computation of the number of days is relevant in determining an obligation of IGT.
6. "Working Papers" means the detailed specifications and artwork agreed to and approved by IGT and the Division for an instant game to be produced and ordered hereunder, including but not limited to, the quantity, price, shipment schedule, prize structure, Mead fonts, color compositions and specifications as to instant game ticket size, layout, book size, material stock, retailer validation codes, colors, numbering scheme, overprint colors, and all other approved details as required for the instant game ticket production.

2. PURPOSE

- A. This Agreement is for the supply of lottery instant game tickets by IGT and the provision of services related thereto, and for the purchase by the Division of such instant game tickets and related services.

3. SALE AND PURCHASE OF INSTANT GAME TICKETS AND SERVICES

- A. To assure availability of production capabilities and up-to-date production techniques, to maximize efficiency in placing orders, and accepting delivery, and to develop an optimum working relationship, the Division hereby appoints IGT as the Division's sole supplier and manufacturer of instant game tickets and sole supplier of related services.
- B. In exchange for the covenants and grant under Section 3.A, IGT agrees to provide the Division's requirements for such instant game tickets, subject to the Division's notification to IGT of such requirements in accordance with the Working Day schedule set forth in this Agreement.

4. **SPECIFICATIONS AND SUPPORT REQUIREMENTS**

- A. IGT will provide the instant game tickets and related services in accordance with this Agreement, the Instant Game Ticket Printing Specifications as set forth in Exhibit A attached to this Agreement, and in the executed Working Papers for each instant game.

5. **PRICE**

- A. Pricing shall be as set forth in Exhibit B and Exhibit C attached to this Agreement.
- B. Pricing shall include the Courier Service, which shall commence on a date mutually acceptable to the Division and IGT which is no later than September 1, 2016.
- C. Pricing is exclusive of all governmental taxes, imposts, duties, customs, gaming, excise, sales, use, value added or other taxes or charges with respect to any instant game ticket order hereunder.

6. **ADDITIONAL SERVICES**

- A. IGT agrees to provide one trip per year for the Term for up to two people, designated by the Division, to visit the IGT printing facility or attend training seminars. All travel costs incurred with the prior approval of IGT will be the responsibility of IGT.

7. **LICENSED PRODUCTS**

- A. IGT will include, free and clear of any license fee, four (4) instant game licensed properties, at no more than one (1) per year, to be used during the Term.

8. **SHIPPING**

- A. Instant game tickets shall be packaged and shipped as provided in the Working Papers for each instant game.

9. **NON-DISCLOSURE OF THE DIVISION'S PLANS**

- A. IGT shall ensure that the details of each instant game to be conducted by the Division, and the fact that the Division intends to offer such instant games (collectively, the "Division Confidential Information"), are not disclosed to any person or organization other than IGT personnel and IGT agents and subcontractors who have been approved by the Division. Before disclosing any Division

Confidential Information to an approved agent or subcontractor or to any person who is not an employee of IGT or an Affiliate, IGT shall require such person to sign a confidentiality agreement stating that such person will not use Division Confidential Information for any purpose other than as contemplated by this Agreement or disclose it to any person who has not signed a similar confidentiality agreement with IGT. All confidentiality agreements prepared and executed pursuant to this Section 9 will expressly name the Division as a third-party beneficiary of the same, and IGT shall provide the Division with executed copies of all such confidentiality agreements.

10. NON-DISCLOSURE OF IGT'S METHODS

- A. It is understood that many of the methods used by IGT in carrying out its obligations under this Agreement are unique and constitute confidential information and trade secrets of IGT. It is understood by the parties that the best way to protect confidential information and trade secrets is through non-disclosure. Therefore, IGT will not disclose its confidential information or trade secrets to the Division or its personnel except upon a specific request from the Division and for a specified and necessary or reasonable purpose related to this Agreement. The Division shall ensure that neither the Division nor any of its personnel or agents will disclose or use for any purpose not related to this Agreement or to the Division's instant games, any such confidential information or trade secrets of IGT gained incidentally or accidentally or pursuant to a specific request as aforesaid and which is not (i) in the public domain or (ii) otherwise known to or obtained or developed by the Division through no breach of the provisions of this Section 10.

11. ACCEPTABILITY OF TICKETS

- A. If the result of any inspection or other test undertaken by the Division indicates to the Division that any instant game ticket(s) fail to meet the requirements referred to in Section 4, the Division shall provide IGT with the details and results of the inspection or test, and IGT shall notify the Division whether the indicated instant game ticket(s) can or cannot be identified, removed, and replaced by IGT.
1. If the defect is such that the indicated instant game ticket(s) cannot be identified, removed, or replaced by IGT but can nevertheless be marketed in the reasonable opinion of the Division, the Division shall be entitled to a negotiated price

discount with respect to the number of instant game tickets indicated to be non-conforming.

2. Subject to Division approval, if IGT represents that (i) the indicated instant game ticket(s) can be identified by IGT and removed, (ii) in the reasonable opinion of IGT, the indicated instant game ticket(s) is/are not marketable, (iii) such removal of said instant game ticket(s) would have a material adverse effect on an instant game or instant games unless they were to be replaced, and (iv) a sufficient number of the removed instant game tickets could be replaced by IGT in time to avoid any such effect, IGT shall identify, remove, and replace the indicated instant game tickets accordingly; provided, however, that any such removal and replacement of any instant game tickets shall be at no additional cost to the Division and in such event the Division shall be entitled to a refund of the full purchase price of the net number of non-conforming instant game tickets removed, if not all are replaced.
 3. If, in the reasonable opinion of the Division, the indicated instant game tickets are not marketable and a sufficient number cannot be identified and removed in time to render the remainder of the instant game tickets and any replacements thereof marketable, the complete shipment of instant game tickets affected to any extent by such indicated non-conformity may be rejected by the Division.
 4. In all other events, the parties shall negotiate in good faith to determine the appropriate handling of the non-conforming instant game tickets and the extent to which each party shall bear the costs thereof. An instant game ticket shall be deemed marketable for security purposes if it is not possible to ascertain whether the instant game ticket is a winning or losing instant game ticket using a practical or economical technique, unless the application of the technique renders the instant game ticket non-saleable to the public or easily recognizable as having been tampered with, previewed, or altered.
- B. If the Division incurs additional expenses to correct any problem in connection with the instant game tickets or any other aspect of the instant games and intends to charge IGT for such additional expenses where such additional expenses might become chargeable to IGT under this Agreement, the Division shall first notify IGT of the Division's intention. Upon request of IGT, the

Division shall advise IGT of any facts or details as reasonably requested including without limitation the estimated expense associated with the necessary steps to correct such problems. As a condition to IGT's responsibility for such expense prior to such expenses being incurred, IGT shall have the opportunity to propose practical and economical alternatives to any such contemplated action; provided, however, the Division shall make the final decision as to how to proceed.

- C. Any dispute(s) concerning a question of fact arising under this Agreement, which is not disposed of by this Agreement, shall be decided by the Division. The Division will state its decision in writing, clearly designate the writing as the Division's decision on a specified dispute between the parties and notify IGT of the same in accordance with the notice provisions set forth in Section 25. IGT shall have fifteen (15) days after receipt of such decision to submit a written protest to the Division specifying in detail what particulars IGT disagrees with in the Division's decision. Failure to submit such protest within the period specified shall constitute a waiver of any and all right to adjustment of the Division's decision as to this particular dispute, and the Division's decision shall be final and conclusive. The Division shall have fifteen (15) days after receipt of IGT's written protest to notify IGT of the Division's final decision. This notice will also be given in accordance with Section 25. Pending final decision of a dispute hereunder, IGT shall proceed diligently with the performance of this Agreement. The parties agree that this dispute process shall precede any action in court but shall not otherwise bar such action.
- D. IGT does not warrant that the Division will obtain any given rate of sales for the instant game tickets or that the instant games provided for hereunder will achieve the marketing objectives of the Division.

12. WORKING PAPERS AND SHIPMENT SCHEDULE

- A. For each instant game, the Division shall notify IGT that it wishes to discuss the following matters: proposed first shipment date, instant game concept and design, quantities of instant game tickets required, prize structure, instant game ticket specifications, and any other intended requirements of the Division. The parties will then participate in instant game design consultation and will work together and cooperate with each other in good faith to agree upon the final Working Papers as soon as reasonably practicable. IGT will provide the Division with the final Working Papers by electronic transmission.

- B. For the purposes of the shipment scheduled for each instant game, the First Day of Work will be the first full Working Day after IGT has received an executed set of final Working Papers.
- C. It is understood that the Division may request changes in any aspect of an instant game, which has already been approved, including changes in a final approved prize structure, but that this may result in additional charges to the Division. At the time any such change is requested, IGT will inform the Division of the amount of the additional charges and effect, if any, on the shipment schedule and the schedule will be extended to the extent necessary to accommodate such change or changes.

13. PRIZE STRUCTURE, PRIZE REPORTS, INVENTORY AND VALIDATION INFORMATION

- A. IGT will consult with the Division and develop a proposed prize structure for each instant game. The prize structure shall specify the various denominations of prizes available in the instant game, the approximate odds of winning prizes, the number of winners, and the value of such prizes within such tolerance levels, if any, as may be approved by the Division.
- B. The Division may make, and shall indicate, any changes in the proposed prize structure and shall ultimately approve a final prize structure for each instant game. IGT will then produce the instant game in accordance with the final approved prize structure, including any provisions as to the prize structure that may be contained in the approved Working Papers for the instant game.
- C. It is recognized and agreed that IGT will provide an "End of Production" prize structure, which accurately states the total number of winning instant game tickets, by prize type, for all prizes contained in the instant game tickets delivered to the Division. The odds of winning any prize must not vary from the odds stated in the executed Working Papers.
- D. IGT will provide the Division with access to IGT's secure FTP site which shall have information on inventory, low-tier, and high-tier validation information, and other information that may be required in accordance with the specifications supplied by the Division.
- E. IGT will provide a shipping manifest detailing which:
 - 1. cartons are included in the shipment,

2. packs are in which carton,
 3. packs were omitted from which carton, and
 4. cartons are on each pallet.
- F. IGT will provide a summary report listing:
1. the gross number of instant game tickets,
 2. number of omitted instant game tickets,
 3. net number of instant game tickets, and
 4. the range of pack numbers and the range of carton numbers.
- G. The Division agrees that the exact prize structure must be maintained for high-level prizes only. High-level prize shall be defined as top prize in an individual instant game.

14. TERM AND TERMINATION

- A. The term of this Agreement (the "Term") shall commence on July 1, 2016 and expire on June 30, 2023.
- B. In the event of any material breach or non-fulfillment of the terms of this Agreement on the part of IGT, the Division shall give notice to IGT specifying the nature of the breach or non-fulfillment and IGT shall have ten (10) Working Days of receiving notice to cure the breach or non-fulfillment.
- C. If the Division defaults on the payment of amounts to be paid under this Agreement and such default continues for a period of ten (10) days after notice of such default and of IGT's intention to invoke the terms of this Section 14.C, IGT may stop the composition, printing, finishing, or shipment of any and all of the Division's work being performed by IGT without incurring any liability until such time as the Division deposits with IGT sufficient cash funds to pay all unpaid invoices and an additional certified or cashier's check to cover completion of existing orders.
- D. Division reserves the right to terminate this Agreement upon notice to IGT in accordance with the notice provisions of this Agreement only for any of the following reasons:

1. IGT has furnished any statement, representations, warranty, or certification to the Division which is materially false or deceptive, or IGT has provided any written statement, representation, warranty or certification to the Division which is materially incorrect or incomplete;
 2. IGT fails to perform to the Division's satisfaction any material requirement of this Agreement or is in violation of any specific provisions of this Agreement; or
 3. The Division determines satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate that satisfactory performance of this Agreement will be substantially endangered.
- E. In the event the Division notifies IGT of its intent to terminate this Agreement under the terms of this Section 14, IGT may dispute such termination by utilizing the dispute procedures set forth in Section 11.C.
- F. In the event of the termination of this Agreement by the Division, any loss or damage sustained by the Division in procuring any services which IGT therein agreed to supply under this Agreement shall be borne and paid for by IGT. The Division shall deduct such loss or damage from any sum due IGT under this Agreement.
- G. The termination of this Agreement shall not terminate any obligation for the payment of monies which accrued and became due and owing prior to the effective date of termination, or any order in the process of being produced prior to the date of termination, provided that the Division shall have the right to require IGT to stop any order in the process of being produced upon payment for costs and reasonable profit for the portion of the order produced. The provisions contained in Section 9 and Section 10 shall survive expiration or earlier termination of this Agreement.

15. REPRESENTATIONS, WARRANTIES, AND COVENANTS BY IGT

- A. IGT represents, warrants, and covenants that the goods and services provided under this Agreement will conform to the specifications stated in this Agreement and will be of good material and workmanship.

16. INSTANT GAME NAME

- A. IGT will obtain and pay for a Trademarkscan® database state and federal trademark search by IGT's trademark counsel on the name chosen for each instant game. IGT will obtain a written opinion from IGT's trademark counsel for the use of each instant game name by the Division. The Division shall then review the opinion and decide upon the name of the instant game, and embody its decision in its final mechanical art of the instant game.

17. PATENTS, TRADEMARKS, AND PROPRIETARY RIGHTS

- A. IGT agrees to indemnify and hold harmless the Division, its employees, retailers, successors, assignees, customers, and users of the instant game tickets provided by IGT against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement of any patent letters relating to the instant game tickets or for the use of any copyrighted composition created by IGT or any subcontractor of IGT. IGT shall be liable to the Division for any damages suffered by the Division resulting from such claim or suit, including but not limited to legal costs and expenses. IGT agrees that it will assume the defense of any and all such claims or suits and pay the cost and expenses incidental thereto. The Division shall have the right to retain additional legal counsel at its own expense. In the event IGT has a reasonable belief that any goods provided under this Agreement may infringe a third party intellectual property right, IGT, at its option and at its sole expense and without disruption to the Division, may (1) procure for the Division the right to continue to use such goods or (2) modify or replace such goods so that they are no longer potentially the subject of an infringement claim. In the event that IGT intends to make such a procurement or modify or replace such goods, IGT agrees to give the Division notice of its intent and, with respect to a modification or replacement of goods or services, the Division will have the right to decide whether such modification or replacement is acceptable.
- B. In furnishing matter to IGT to reproduce, the Division represents that such matter does not infringe upon any patent, trademark, copyright or other proprietary right of any person, is not libelous, obscene, or scandalous, does not constitute unfair trade or unfair competition, and does not invade any person's right to privacy or other personal right and the Division agrees to indemnify and hold IGT harmless from any and all losses, damages, and expenses, including attorneys' fees, which IGT may suffer as the result of any claim of violation or any such claims upon receipt of same by IGT.

IGT shall have no obligation to manufacture any product including an instant game utilizing an instant game name advised against by IGT's trademark counsel, the manufacture of which, in IGT's bona fide belief, would constitute any of the foregoing actions giving rise to the foregoing indemnification.

- C. This Agreement does not create or imply any right or license to any patent, trademark, copyright, or other similar intellectual property of IGT other than as expressly set forth herein.

18. BAR CODING

- A. IGT must supply bar coding on both the front and back of each instant game ticket.

19. MARKETING PLAN

- B. IGT will submit an on-going twelve (12) month marketing plan.

20. SECURITY PLAN

- A. IGT will provide a detailed security plan for producing instant game tickets.

21. TESTING

- A. IGT will provide to the Division upon request testing information on every instant game produced that will satisfy the Division as to the quality and security of IGT instant game tickets.

22. INSTANT GAME INSURANCE AND BONDING

- A. IGT will provide the following:
 - 1. For duration of all instant games printed during the Term, IGT shall be required to obtain and maintain a blanket error and omissions liability insurance policy of not less than Two Million Dollars and 00/100 (\$2,000,000.00) per incident covering at a minimum the risks set forth in Section 22.A(2). The insurance company issuing the policy must be acceptable to the Division and be authorized to do business in the State of Rhode Island. IGT shall ensure that the insurance company sends the certificate to the Director of the Division.

2. The insurance policy will cover the risks at the limits set forth below:
 - a. Coverage such that the Division will be reimbursed/indemnified for over-redemption due to any errors or omissions associated with the instant game tickets produced under this Agreement.
 - b. Coverage such that the Division will be reimbursed/indemnified for the purchase price of unsold instant game tickets if an instant game is terminated because winners can be identified before play, instant game ticket manufacturing quality is unacceptable, or claims and redeemed instant game tickets deviate from the approved prize structure.
 - c. Coverage such that the Division will be reimbursed/indemnified for up to Fifty Thousand Dollars and 00/100 (\$50,000.00) per instant game for losses, costs, expenses, and damages incurred (i.e., advertising, promotion, etc.) for which the Division did not receive full value because (i) the Division discontinued an instant game, (ii) manufacturing quality was poor, (iii) claims and redemptions deviated from the approved prize structure or (iv) winning instant game tickets could be identified before play.
3. IGT shall submit, on or before the date which is five (5) Working Days following the date this Agreement is executed, a performance bond in the amount of Five Hundred Thousand Dollars and 00/100 (\$500,000.00). The bond must be issued by a company authorized to do business in the State of Rhode Island and must meet the approval of the Division. The bond shall be maintained in full force during the Term.

23. BENEFIT

- A. This Agreement is for the benefit of the parties and not for the benefit of any other party or person, and it shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns provided that IGT may not assign this Agreement without first obtaining the consent of the Division.

24. ENTIRE UNDERSTANDING

- A. This Agreement and the executed Working Papers contain the entire agreement between the parties regarding the subject matter hereof and supersede all previous written or oral understandings or agreements with relation thereto and shall not be amended, modified, or changed in any manner except by an agreement in writing signed by all the parties.

25. NOTICES

- A. All notices, requests, consents, approvals and communications permitted or required to be made or given hereunder shall be in writing and sent by registered mail (unless the postal service is disrupted or threatened to be disrupted), return receipt requested, addressed as indicated at the beginning of this Agreement (or at such other address as such party shall specify to the other party in a notice given in accordance with this Section 25), or delivered personally in an envelope left at such address, in the case of the Division to the Director and in the case of IGT to the General Counsel. Any such notice shall be deemed to have been given, in the case of notice by prepaid registered post, on the fifth (5th) Working Day after the date of mailing and in the case of notice by personal delivery, when delivered.

26. AUTHORITY TO EXECUTE

- A. Each party hereto warrants and represents to the others that it has full capacity, right, power, and authority to execute and deliver this Agreement as its valid and binding obligation.

27. FORCE MAJEURE

- A. Neither IGT nor the Division shall be liable to the other for any delay in, or failure of performance of, any covenant contained in this Agreement, nor shall any such delay in or failure of performance constitute default, or give rise to any liability for damages, if and only to the extent that such delay or failure is caused by force majeure. As used herein, "force majeure" includes an act of God, public enemy, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, terrorism or closure of all major access roads to a geographic area. Immediately upon the occurrence of any such event, the party whose performance is delayed shall notify the other party of the cause for, nature, and extent of the delay and shall forthwith commence to use its best efforts to provide, directly or indirectly, alternate, and to the extent

practicable, comparable performance and to remove or ameliorate such cause. The existence of such causes of such delay or failure shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

- B. This Agreement shall not make either party an agent, servant, employ partner, joint venturer, or other legal representative of the other party, nor grant either party the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of, the other party.

28. WAIVER OF PROVISION

- A. No term or provision of this Agreement shall be deemed and no breach excused, unless such waiver or consent to the breach shall be in writing and signed on behalf of the party against whom such waiver or consent is sought to be enforced, by any individual authorized to so waive or consent. Any consent by either party to, or waive of a breach by, the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

29. GOVERNING LAW AND JURISDICTION


- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island. The parties further agree that any action at law or suit in equity relating to this Agreement or any provisions thereof, shall only be instituted and maintained in a court of competent jurisdiction in the County of Providence, State of Rhode Island. Each party hereto waives the right to a change of venue. The parties agree to submit to jurisdiction and to service of process.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement by the signatures of their duly authorized representatives in that behalf as of the 30th day of June, 2016.

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

Date: July 1, 2016

By 
Gerald S. Aubin,
Director

**IGT GLOBAL SOLUTIONS
CORPORATION**

Date: July 1, 2016


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

EXHIBIT A

INSTANT GAME TICKET PRINTING SPECIFICATIONS

1. REQUIREMENTS

- A. The Lottery will require IGT to provide a color proof of each instant game ticket, so that it can verify the instant game ticket graphics, make color changes, or other corrections if necessary. Additional proofs will be required after color changes and/or corrections. Instant game tickets will be inspected upon delivery. The Lottery reserves the right to inspect up to one hundred percent (100%) of the instant game tickets for any and all aspects to assure compliance with specifications herein.
- B. The requirements include the capability of on-line communication to view changes to colors, graphics, artwork, and/or other corrections.
- C. The instant game tickets shall be manufactured under the system known as "full accountability".
 - 1. If a single instant game ticket in any pack(s) fails to conform to specifications, the entire pack(s) may be deemed to be non-conforming.
 - 2. To maximize the security and integrity of the instant game and to minimize the possibility of tampering (or even the appearance of tampering), visible scratches, holes, or pitting in the scratch-off surface, which expose any portion of the underlying paper surface (whether or not any portion of the image symbols are exposed), shall be cause for rejection of instant game tickets. Furthermore, the overprint on the scratch-off surface shall be sharply and crisply printed.
 - 3. The border between the scratch-off surface and the uncovered portion of the instant game ticket shall be sharp and even; i.e., the scratch-off material may not "drip" onto the display printing.
 - 4. The scratch-off material shall be smooth and regular to the touch.
 - 5. The design of the overprint shall be such that virtually all of the scratch-off material is covered by an overprint color (either a "full" or "screened down" intensity). The overprint must extend up to or beyond the edges of the scratch-off onto the paper, and the overprint must be regular so that the

consumer can easily detect any irregularities in the instant game ticket.

6. The scratch-off materials shall be readily removable without significant residue when scratched in a normal manner and subjected to normal environmental factors. Latex coverings that smear or fail to come off when scratched, or latex coverings that require excessive pressure and/or scratching to remove, will be deemed non-conforming.
7. Packs shall not contain more than a minimal amount of shavings or other material that fall out upon opening of the packs.
8. Each pack of instant game tickets shall contain precisely the number of instant game tickets specified and approved by the Lottery.
9. An instant game ticket may be deemed non-conforming if each imaged symbol is not complete and in accordance with the artwork as specified and approved by the Lottery.
10. The Lottery images symbol must not be obliterated:
 - a. In the course of removing the scratch-off covering using normal pressure,
 - b. After removal of the scratch-off covering by application of any common solvent (perspiration, saliva, water, soft drinks, coffee, and the like) or moderate rubbing (twelve (12) or fewer times) with a tissue or other soft object, and
 - c. The play symbols under the rub-off area shall be covered with a transparent protective coating so that the play symbols are protected when the consumer rubs off the opaque covering.
11. Inks shall be of such quality that there is no "offsetting" from the front of instant game tickets to the back of instant game tickets on an adjacent page and vice versa.
12. Each and every image symbol must be completely covered by scratch-off material.
13. Subject to normal printing trade tolerances and practices, the display printing, scratch-off material, and overprint must be properly registered.

14. Subject to normal printing trade tolerances and practices, the packs of instant game tickets must be properly trimmed and slit. Shrink wrapping must be intact, and packs must be assembled in a uniform manner.
15. The imaged symbols must be printed clearly, easily read, and distinguishable; and the images shall not bleed.
16. Neither winning nor non-winning instant game tickets shall bear any distinguishable markings other than the symbols concealed by the removable rub-off material.

TICKET SPECIFICATIONS & SUPPORT REQUIREMENTS

1. STOCK

- A. Instant game tickets are to be printed on ten (10) pt. coated one-side recyclable stock.

2. PAGE ARRANGEMENTS

- A. There shall be five (5), four (4), three (3), two (2) or one (1) instant game ticket(s) on a page in a continuous fan-fold arrangement. Each book of instant game tickets shall be assembled so as to maintain the consecutive order of the instant game tickets in the book.

3. FRONT DISPLAY PRINTING

- A. The proposed instant game ticket must allow for the printing of instant game design elements such as basic graphics, "play" area (rub off) vinyl, or other design features over the total surface of the instant game ticket, less the border of one eighth inch (1/8"). The proposed instant game ticket and the printing process must permit complete flexibility to produce both vertical and horizontal instant game ticket layouts.

4. TICKET QUALITY REQUIREMENTS

- A. Front Side: IGT is required to use a four (4) color instant game ticket printing process with integrated artwork. The printing process must be capable of five (5) overprint colors. All instant game tickets must be covered with a clear seal coat (UV coating).
- B. Back Side: IGT is required to use one (1) color.

5. BOOK SIZE

- A. Books, as determined by the Lottery, may have fifteen (15), thirty (30), forty (40), fifty (50), sixty (60), one hundred (100), one hundred fifty (150) or two hundred (200) instant game tickets. IGT shall indicate whether other possibilities are available. The consistency of the correctness of the count of instant game tickets in a book is of utmost importance to the Lottery. There will be no voids allowed within the book.

6. PERFORATIONS

- A. Perforations between instant game tickets shall be deep enough to allow the retailer or instant game ticket vending machine to detach instant game tickets without damaging them, but not so deep as to allow inadvertent detachment.

7. LOTTERY SYMBOLS

- A. The Lottery symbols are to be printed primarily in black ink, legible, uniformly positioned, and aligned on the instant game tickets. The Lottery symbols must be easily readable by the public. Size will depend on the particular instant game design and instant game ticket layout chosen by the Lottery. IGT must be able to provide special symbols (such as boats, TV's, cars, top prize drawing, etc.), as may be required by the particular instant game design. These symbols must be fine line and sharp in detail.

8. CAPTIONS

- A. To provide redundancy for security reasons, each Lottery symbol must be accompanied by a caption that spells out the Lottery symbol in type smaller than the symbol itself.

9. NUMBERING

- A. Each pack, and all instant game tickets within the pack, must bear a unique pack identification number for use in controlling instant game ticket distribution and accounting. Each instant game ticket in a pack shall have a unique sequential number. Pack/ticket numbering will be printed on the back of the instant game ticket immediately above the bar code in black ink.

10. INDIVIDUAL TICKET NUMBER

- A. Each instant game ticket must have numbering to be used for winning instant game ticket claims validation and the

reconstruction of Lottery instant game numbers, symbols, or letters, which have become mutilated or unreadable. Each instant game ticket will be numbered on top and bottom of the front of each instant game ticket (000, 001, 002, etc.).

11. RETAILER VALIDATION CODE

- A. Some instant ticket instant games will have a code for use by retailers in verifying and paying prizes. All extended-play instant games are printed with this code. The Lottery may choose to use this code on other instant games.

12. PROTECTIVE COATING

- A. The Lottery symbols under the security coating rub-off must be covered with a transparent protective coating so that the Lottery symbols are protected when the consumer rubs off the opaque covering.

13. RUB-OFF MATERIAL

- A. The security coating rub-off material shall be completely removable by scraping or rubbing and shall fragment when so removed without causing dusting. The rub-off material shall not be chemically or dermatologically irritating or cause harm to clothing, such as staining, etc. when removed.

14. OVERPRINT

- A. A minimum of four (4) colors will be required on the overprint design on top of all security coating rub-off material. The overprint design shall be a regular artistic design in the case of the spots covering Lottery symbols. The overprint covering Lottery symbols shall be clear, not blurred, and sharp in order to facilitate detection of tampering.

15. INKS

- A. Inks shall not smear, run, or stain under normal handling or use by consumer, nor be chemically or dermatologically irritating.

16. BAR CODED INSTANT GAME TICKETS

- A. IGT must be able to supply bar coding on both the front and the back of the instant game ticket. An interleaved two (2) of five (5) barcode containing twenty (20) digits of barcode data will be

imaged on each instant game ticket back. The barcode will consist of a three (3) digit instant game number, a six (6) digit pack number, a three (3) digit instant game ticket number, and an eight (8) digit validation number. The barcode will be positioned so that it is within three inches (3") from the top or the bottom of the perforated edge of the instant game ticket. Barcodes will be printed with a minimum of a one tenth inch (0.10") of printed barcode on each side of the centerline, and a quarter inch (0.25") of quiet (i.e. white) space will appear in front of and after the barcode. Additional specifications may be required as detailed in the executed Working Papers.

- B. The barcode must meet American National Standards Institute (ANSI) specification, achieve a first-time read rate of ninety-five percent (95%), achieve a third-time read rate of ninety-nine percent (99%) and be printed to these specifications. IGT will also be required to be able to support standard barcodes, as the specifications noted above are based on the Lottery's current requirements for the specific terminals in use today, which may change during the Term.
- C. A UPC code is required.
- D. Lottery will require the use of a secured, keyless validation bar code, compatible with the IGT Express Point Checkers, with the ability to identify winning instant game tickets and the prize amount.
- E. The Lottery currently requires a PDF417 barcode printed on the front of the instant game ticket that is then covered with scratch-off material to support player self-service instant game ticket checking. The Lottery may elect to change the content of this barcode during the Term in order to allow the self-service instant game ticket checkers to display prize amounts using the hidden barcode. The hidden barcode might also be changed to support keyless validation. IGT will be supplied with all necessary algorithms. If the Lottery elects to change the content of the hidden PDF417 barcode, IGT will be required to supply a software test instant game to confirm its ability to implement the new algorithm.

17. TICKET-BY-TICKET ACCOUNTING

- A. The Lottery is aware that retailers need to have instant game ticket accounting at the instant game ticket level. This capability would also facilitate real-time understanding of the retailer's inventory and would permit automatic re-ordering and just-in-time inventory management.

- B. Bar coding or alternative technologies that would simply scanning/recording of each instant game ticket as it is sold can be suggested.

18. ASSEMBLY

- A. Each book shall be assembled in such fashion to maintain the consecutive order of the instant game tickets in the book.

19. LOT PACKAGING

- A. Each book of instant game tickets shall be shrink wrapped so that the book number is visible. The shrink-wrap seam should not cover the bar code; it should run on the side of the book.

20. SHIPPING CARTONS

- A. Cartons will be labeled in bold black lettering to insure visibility (readability) from a distance of twenty feet (20'), showing instant game name, shipping carton number, range of packing numbers, and omissions (if any) specifying pallet (i.e. one (1) of five (5), two (2) of five (5), three (3) of five (5), etc.). The shipping carton size is at the option of IGT with Lottery approval. Cartons may be less than one hundred percent (100%) but not less than fifty percent (50%) full.
- B. Shipping carton will be numbered starting with 0001.
- C. Shipping carton is to be two hundred seventy-five pound (275 lb.) test.
- D. Tape will not obscure markings or label. Colored markers, round colored stickers or another method, at the option of IGT with Lottery approval, will be placed on each carton to identify the instant game.

21. SKIDS

- A. To avoid possible damage, cartons should not extend beyond the base of the pallet. Pallets are to be shrink wrapped (top and sides), two (2) bands on the sides and front, corner and edge protected, and contents identified on both sides of skid. Cartons are to be packed on pallets with highest carton number on the bottom layer of the pallet, lowest carton number on the top layer of the pallet. Cartons should be placed in two (2) rows facing forward. Pallets are to be thirty inches by forty inches (30" x 40"), with three (3)

runners four inches (4") high and thirty inches (30") long to allow forklift to enter on the forty inch (40") sides, each pallet to have center brace. Overall height of the pallet and content of cartons should not exceed five feet (5').

22. TRANSPORTATION

- A. Instant game tickets are to be transported to the Lottery in locked, sealed, exclusive-use trucks or locked, sealed airfreight containers. Deliveries are to be F.O.B. point of delivery.
- B. IGT shall bear all risks of damage or loss of instant game tickets while in transit to the Lottery warehouse.

23. RETAILER SAMPLES

- A. The Lottery requires two thousand (2,000) actual size retailer samples for each instant game. These samples are to be non-winning "tickets" and must bear the words, "VOID SAMPLE" on the back. Finished sample instant game tickets should be shipped to the Lottery with printed instant games.
- B. IGT will provide one thousand six hundred (1,600) four inch by four inch (4" x 4") samples for each instant game and one thousand six hundred (1,600) samples for each color pulse within a instant game. IGT will provide three thousand two hundred (3,200) four inch by four inch (4" x 4") samples for instant games that are over ordered for re-launch (price as option).

24. RUBBING ABILITY

- A. Instant game tickets printed must be readable and able to be rubbed easily for a minimum of twenty-four (24) months from delivery date to the Lottery. IGT will replace (as provided in "nonconforming deliveries") any instant game tickets which fail to rub satisfactorily within this period and are not sold by reason of such failure. It is understood that proper storage of instant game tickets delivered to the Lottery pending public distribution is the responsibility of the Lottery.

25. INTENTIONALLY OMITTED

26. INSTANT GAME INFORMATION REQUIREMENTS

- A. IGT will provide the Lottery with access to IGT's secure FTP site which shall have information on inventory, low-tier, and high-tier validation information, and other information that may be required in accordance with the specifications supplied by the Lottery.

27. END OF INSTANT GAME PRIZE STRUCTURE REPORT

- A. IGT will submit an end-of-production prize structure report prior to delivery of instant game(s). The report will contain an analysis of the variance between the instant game's approved prize structure and the prize-winning instant game tickets delivered to the Lottery warehouse. The analysis must address both the dollar value of the prizes and the number of winning instant game tickets by prize level.
- B. The odds of winning any prize must not vary from the odds stated in the executed Working Papers.

28. PRIZE PAYMENT DISPUTES

- A. Periodically a player will present a instant game ticket for payment that the player claims is an authentic winner, which does not validate as a winning instant game ticket. In this circumstance, the instant game ticket must be analyzed to determine whether a prize should legitimately be paid. In such cases, IGT shall be required to assist the Lottery, within the scope of the contract and at no additional charge, in an investigation of the player's claim. This may require IGT to bring to bear production records, shipping records, instant game ticket laboratory analysis, etc. This service must be provided in a confidential and secure manner.
- B. IGT may be liable for instant game ticket refunds or payments arising as a result of errors or faults by IGT's products, systems, staff, or sub-contractors. These cases include, but are not limited to, misprints, bar code errors, or other errors that may present a cause for product replacement, player refunds, or payment of a non-winning instant game ticket (as established by the validation file) that appears to be a winner. Determination of a qualifying error will be made by the Lottery.
- C. Upon request by the Lottery, IGT shall provide to authorized Lottery personnel only, reconstruction of the play data of any instant game ticket using the instant game, book, instant game ticket numbers, or the validation number.

29. SHELF LIFE

- A. Instant game tickets must remain readable, able to be rubbed easily, and in good condition, regardless of the environment encountered in normal handling and usage, for a minimum of

twenty-four (24) months from delivery date of the instant game tickets.

30. TIME SCHEDULE

- A. Time from receipt of the executed Working Papers to instant game ticket delivery shall be no more than thirty (30) days, unless otherwise mutually agreed in writing by the parties.

Prices per 1,000 tickets

INT = Interpolate

EXHIBIT B

One Game at a Time

Ticket Size	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Pack Size	Possible Price Pt.	Fan Fold
	1	1.2	1.5	2	3	4	5	7	9	200	\$1	5
2.4 x 4	\$18.98	INT	INT	INT	\$11.41	INT	INT	\$8.35	\$7.84			
	1	1.2	1.5	2	3	4	5	7	9	200	\$1	4
3 x 4	\$21.88	INT	INT	INT	\$13.71	INT	INT	\$10.22	\$9.67			
	0.8	1	1.5	2	2.5	3	3.5	4.5	5.5	150	\$2	2
4 x 4	\$28.15	INT	INT	\$19.00	INT	INT	INT	INT	\$13.54			
	0.8	1	1.5	2	2.5	3	3.5	4.5	5.5	150	\$2	3
4 x 4	\$28.15	INT	INT	\$19.00	INT	INT	INT	INT	\$13.54			
	0.8	1	1.5	2	2.5	3	3.5	4.5	5.5	100	\$2	2
4 x 4	\$28.63	INT	INT	\$19.48	INT	INT	INT	INT	\$14.02			
	0.8	1	1.5	2	2.5	3	3.5	4.5	5.5	100	\$2	3
4 x 4	\$28.63	INT	INT	\$19.48	INT	INT	INT	INT	\$14.02			
	0.8	1.2	1.5	2	2.5	3	3.5	4.5	5.5	100	\$2/\$3	2
6 x 4	\$33.25	\$28.25	INT	INT	INT	\$20.45	INT	INT	\$17.98			
	0.8	1.2	1.5	2	2.5	3	3.5	4.5	5.5	150	\$2/\$3	2
6 x 4	\$32.69	\$27.69	INT	INT	INT	\$19.89	INT	INT	\$17.42			
	0.5	0.6	0.8	1	1.2	1.5	2	3.5	4.5	40	\$5	1
7.5 x 4	\$47.13	INT	\$37.94	INT	INT	INT	\$27.55	INT	\$23.33			
	0.5	0.6	0.8	1	1.2	1.5	2	3.5	4.5	50	\$5	1
7.5 x 4	\$46.96	INT	\$37.77	INT	INT	INT	\$27.38	INT	\$23.16			

7.5 x 4	0.5 \$46.45	0.6 INT	0.8 \$37.26	1 INT	1.2 INT	1.5 INT	2 \$26.87	3.5 INT	4.5 \$22.65	60	\$5	1
8 x 4	0.5 \$48.24	0.6 INT	0.8 \$38.93	1 INT	1.2 INT	1.5 INT	2 \$28.23	3.5 INT	4.5 \$23.96	60	\$5	1
9 x 4	0.2 \$82.76	0.225 INT	0.25 INT	0.3 \$64.23	0.4 \$55.75	0.5 INT	0.6 \$47.28	0.8 INT	1 \$40.29	30	\$10	1
9 x 4	0.2 \$81.90	0.225 INT	0.25 INT	0.3 \$63.37	0.4 \$54.89	0.5 INT	0.6 \$46.42	0.8 INT	1 \$39.43	60	\$10	1
10 x 4	0.2 \$85.43	0.225 \$78.58	0.25 \$73.73	0.3 \$66.69	0.4 INT	0.5 INT	0.6 INT	0.8 INT	1 \$42.67	60	\$20	1
11 x 4	0.2 \$89.96	0.225 \$82.97	0.25 \$78.08	0.3 \$71.00	0.4 \$62.48	0.5 INT	0.6 \$53.97	0.8 INT	1 \$46.91	30	\$10/\$20	1
11 x 4	0.2 \$88.97	0.225 INT	0.25 INT	0.3 \$70.01	0.4 \$61.49	0.5 INT	0.6 \$52.98	0.8 INT	1 \$45.92	60	\$10	1

Two Games at a Time

Ticket Size	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Pack Size	Possible Price Pt.	Fan Fold
2.4 x 4	1 \$19.34	1.2 INT	1.5 INT	2 INT	3 \$13.28	4 INT	5 INT	7 \$11.46	9 \$11.19	200	\$1	5
3 x 4	1 \$21.90	1.2 INT	1.5 INT	2 INT	3 \$15.77	4 INT	5 INT	7 \$13.98	9 \$13.69	200	\$1	4
4 x 4	0.8 \$28.34	1 INT	1.5 INT	2 \$21.55	2.5 INT	3 INT	3.5 INT	4.5 INT	5.5 \$18.41	150	\$2	2

4 x 4	0.8 \$28.34	1 INT	1.5 INT	2 \$21.55	2.5 INT	3 INT	3.5 INT	4.5 INT	5.5 \$18.41	150	\$2	3
4 x 4	0.8 \$28.82	1 INT	1.5 INT	2 \$22.03	2.5 INT	3 INT	3.5 INT	4.5 INT	5.5 \$18.89	100	\$2	2
4 x 4	0.8 \$28.82	1 INT	1.5 INT	2 \$22.03	2.5 INT	3 INT	3.5 INT	4.5 INT	5.5 \$18.89	100	\$2	3
6 x 4	0.8 \$34.80	1.2 \$31.30	1.5 INT	2 INT	2.5 INT	3 \$26.74	3.5 INT	4.5 INT	5.5 \$25.26	100	\$2/\$3	2
6 x 4	0.8 \$34.24	1.2 \$30.74	1.5 INT	2 INT	2.5 INT	3 \$26.18	3.5 INT	4.5 INT	5.5 \$24.70	150	\$2/\$3	2
7.5 x 4	0.5 \$47.99	0.6 INT	0.8 \$41.53	1 INT	1.2 INT	1.5 INT	2 \$34.65	3.5 INT	4.5 \$32.36	40	\$5	1
7.5 x 4	0.5 \$47.82	0.6 INT	0.8 \$41.36	1 INT	1.2 INT	1.5 INT	2 \$34.48	3.5 INT	4.5 \$32.19	50	\$5	1
7.5 x 4	0.5 \$47.31	0.6 INT	0.8 \$40.85	1 INT	1.2 INT	1.5 INT	2 \$33.97	3.5 INT	4.5 \$31.68	60	\$5	1
8 x 4	0.5 \$49.40	0.6 INT	0.8 \$42.91	1 INT	1.2 INT	1.5 INT	2 \$35.96	3.5 INT	4.5 \$33.68	60	\$5	1
9 x 4	0.2 \$82.08	0.225 INT	0.25 INT	0.3 \$65.99	0.4 \$58.96	0.5 INT	0.6 \$51.93	0.8 INT	1 \$46.04	30	\$10	1
9 x 4	0.2 \$81.22	0.225 INT	0.25 INT	0.3 \$65.13	0.4 \$58.10	0.5 INT	0.6 \$51.07	0.8 INT	1 \$45.18	60	\$10	1

10 x 4	0.2 \$85.68	0.225 \$79.44	0.25 \$75.28	0.3 \$69.31	0.4 INT	0.5 INT	0.6 INT	0.8 INT	1 \$49.26	60	\$20	1
11 x 4	0.2 \$91.12	0.225 \$84.72	0.25 \$80.50	0.3 \$74.48	0.4 \$67.40	0.5 INT	0.6 \$60.32	0.8 INT	1 \$54.33	30	\$10/\$20	1
11 x 4	0.2 \$90.13	0.225 INT	0.25 INT	0.3 \$73.49	0.4 \$66.41	0.5 INT	0.6 \$59.33	0.8 INT	1 \$53.34	60	\$10	1

Three Games at a Time

Ticket Size	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Pack Size	Possible Price Pt.	Fan Fold
2.4 x 4	1 \$14.42	1.2 INT	1.5 INT	2 INT	3 \$9.49	4 INT	5 INT	7 \$8.18	9 \$7.93	200	\$1	5
3 x 4	1 \$17.43	1.2 INT	1.5 INT	2 INT	3 \$12.06	4 INT	5 INT	7 \$10.62	9 \$10.36	200	\$1	4
4 x 4	0.8 \$22.47	1 INT	1.5 INT	2 \$16.58	2.5 INT	3 INT	3.5 INT	4.5 INT	5.5 \$13.95	150	\$2	2
4 x 4	0.8 \$22.47	1 INT	1.5 INT	2 \$16.58	2.5 INT	3 INT	3.5 INT	4.5 INT	5.5 \$13.95	150	\$2	3
4 x 4	0.8 \$22.95	1 INT	1.5 INT	2 \$17.06	2.5 INT	3 INT	3.5 INT	4.5 INT	5.5 \$14.43	100	\$2	2
4 x 4	0.8 \$22.95	1 INT	1.5 INT	2 \$17.06	2.5 INT	3 INT	3.5 INT	4.5 INT	5.5 \$14.43	100	\$2	3
6 x 4	0.8 \$28.62	1.2 \$25.42	1.5 INT	2 INT	2.5 INT	3 \$21.10	3.5 INT	4.5 INT	5.5 \$20.05	100	\$2/\$3	2

6 x 4	0.8	1.2	1.5	2	2.5	3	3.5	4.5	5.5	150	\$2/\$3	2
	\$28.06	\$24.86	INT	INT	INT	\$20.54	INT	INT	\$19.49			
7.5 x 4	0.5	0.6	0.8	1	1.2	1.5	2	3.5	4.5	40	\$5	1
	\$41.56	INT	\$35.44	INT	INT	INT	\$28.96	INT	\$26.78			
7.5 x 4	0.5	0.6	0.8	1	1.2	1.5	2	3.5	4.5	50	\$5	1
	\$41.39	INT	\$35.27	INT	INT	INT	\$28.79	INT	\$26.61			
7.5 x 4	0.5	0.6	0.8	1	1.2	1.5	2	3.5	4.5	60	\$5	1
	\$40.88	INT	\$34.76	INT	INT	INT	\$28.28	INT	\$26.10			
8 x 4	0.5	0.6	0.8	1	1.2	1.5	2	3.5	4.5	60	\$5	1
	\$42.59	INT	\$36.45	INT	INT	INT	\$29.91	INT	\$27.73			
9 x 4	0.2	0.225	0.25	0.3	0.4	0.5	0.6	0.8	1	30	\$10	1
	\$72.18	INT	INT	\$57.36	\$50.75	INT	\$44.14	INT	\$38.65			
9 x 4	0.2	0.225	0.25	0.3	0.4	0.5	0.6	0.8	1	60	\$10	1
	\$71.32	INT	INT	\$56.50	\$49.89	INT	\$43.28	INT	\$37.79			
10 x 4	0.2	0.225	0.25	0.3	0.4	0.5	0.6	0.8	1	60	\$20	1
	\$75.85	\$70.18	\$66.32	\$60.75	INT	INT	INT	INT	\$41.94			
11 x 4	0.2	0.225	0.25	0.3	0.4	0.5	0.6	0.8	1	30	\$10/\$20	1
	\$79.52	\$73.75	\$69.86	\$64.26	\$57.61	INT	\$50.97	INT	\$45.39			
11 x 4	0.2	0.225	0.25	0.3	0.4	0.5	0.6	0.8	1	60	\$10	1
	\$78.53	INT	INT	\$63.27	\$56.62	INT	\$49.98	INT	\$44.40			

Four Games at a Time

Ticket Size	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Qty. MMs	Pack Size	Possible Price Pt.	Fan Fold
2.4 x 4	1 \$15.24	1.2 INT	1.5 INT	2 INT	3 \$9.99	4 INT	5 INT	7 \$8.21	9 \$7.86	200	\$1	5
3 x 4	1 \$19.52	1.2 INT	1.5 INT	2 INT	3 \$13.48	4 INT	5 INT	7 \$11.32	9 \$10.90	200	\$1	4
4 x 4	0.8 \$25.13	1 INT	1.5 INT	2 \$17.94	2.5 INT	3 INT	3.5 INT	4.5 INT	5.5 \$14.70	150	\$2	2
4 x 4	0.8 \$25.13	1 INT	1.5 INT	2 \$17.94	2.5 INT	3 INT	3.5 INT	4.5 INT	5.5 \$14.70	150	\$2	3
4 x 4	0.8 \$25.61	1 INT	1.5 INT	2 \$18.42	2.5 INT	3 INT	3.5 INT	4.5 INT	5.5 \$15.18	100	\$2	2
4 x 4	0.8 \$25.61	1 INT	1.5 INT	2 \$18.42	2.5 INT	3 INT	3.5 INT	4.5 INT	5.5 \$15.18	100	\$2	3
6 x 4	0.8 \$32.34	1.2 \$28.39	1.5 INT	2 INT	2.5 INT	3 \$23.15	3.5 INT	4.5 INT	5.5 \$21.48	100	\$2/\$3	2
6 x 4	0.8 \$31.78	1.2 \$27.83	1.5 INT	2 INT	2.5 INT	3 \$22.59	3.5 INT	4.5 INT	5.5 \$20.92	150	\$2/\$3	2
7.5 x 4	0.5 \$44.94	0.6 INT	0.8 \$37.33	1 INT	1.2 INT	1.5 INT	2 \$30.35	3.5 INT	4.5 \$27.43	40	\$5	1
7.5 x 4	0.5 \$44.77	0.6 INT	0.8 \$37.16	1 INT	1.2 INT	1.5 INT	2 \$30.18	3.5 INT	4.5 \$27.26	50	\$5	1

7.5 x 4	0.5	0.6	0.8	1	1.2	1.5	2	3.5	4.5	60	\$5	1
	\$44.26	INT	\$36.65	INT	INT	INT	\$29.67	INT	\$26.75			
8 x 4	0.5	0.6	0.8	1	1.2	1.5	2	3.5	4.5	60	\$5	1
	\$46.05	INT	\$38.38	INT	INT	INT	\$31.36	INT	\$28.41			
9 x 4	0.2	0.225	0.25	0.3	0.4	0.5	0.6	0.8	1	30	\$10	1
	\$77.78	INT	INT	\$61.80	\$53.30	INT	\$45.56	INT	\$39.41			
9 x 4	0.2	0.225	0.25	0.3	0.4	0.5	0.6	0.8	1	60	\$10	1
	\$76.92	INT	INT	\$60.94	\$52.44	INT	\$44.70	INT	\$38.55			
10 x 4	0.2	0.225	0.25	0.3	0.4	0.5	0.6	0.8	1	60	\$20	1
	\$80.51	\$75.13	\$70.74	\$64.40	INT	INT	INT	INT	\$41.78			
11 x 4	0.2	0.225	0.25	0.3	0.4	0.5	0.6	0.8	1	30	\$10/\$20	1
	\$85.09	\$79.66	\$75.23	\$68.84	\$60.09	INT	\$52.27	INT	\$46.00			
11 x 4	0.2	0.225	0.25	0.3	0.4	0.5	0.6	0.8	1	60	\$10	1
	\$84.10	INT	INT	\$67.85	\$59.10	INT	\$51.28	INT	\$45.01			



INSTANT TICKET OPTIONS PRICING

- Option: Additional (more than four) front display colors:
Cost: \$.06 per square inch of total ticket area per 1,000 tickets.
- Option: Additional (more than one) ticket back colors:
Cost: \$.06 per square inch of total ticket area per 1,000 tickets.
- Option: Additional (more than four) overprint colors:
Cost: \$.06 per square inch of total ticket area per 1,000 tickets.
- Option: Additional hits of scratch-off coating:
Cost: \$.06 per square inch of total ticket area per 1,000 tickets.
- Option: Additional hits of primer:
Cost: \$.06 per square inch of total ticket area per 1,000 tickets.
- Option: Additional full high gloss coating:
Cost: \$.10 per square inch of total ticket area per 1,000 tickets.
- Option: Perforated stub with scratch off area:
Cost: \$.16 per square inch of total ticket area per 1,000 tickets.
- Option: Perforated stub without scratch off area:
Cost: \$.08 per square inch of total ticket area per 1,000 tickets.
- Option: Multiple Scenes:
Cost: \$1,000.00 per additional scene.
- Option: Continuous scene games:
Cost: \$1.50 per 1,000 tickets plus \$750.00 set-up charge.
- Option: Synchronized scene games:
Cost: \$1.99 per 1,000 tickets plus \$950.00 set-up charge.
- Option: Die-cutting:
Cost: \$3.75 per 1,000 tickets plus \$5,500.00 set-up charge.
- Option: Spot matte coating:
Cost: \$.08 per square inch of total ticket area per 1,000 tickets.
- Option: Spot gloss coating:
Cost: \$.08 per square inch of total ticket area per 1,000 tickets.

Option: Two color imaging:
Cost: \$3.75 per 1,000 tickets plus \$5,500.00 set-up charge.

Option: Three color imaging:
Cost: \$4.75 per 1,000 tickets plus \$6,500.00 set-up charge.

Option: Four color imaging:
Cost: \$5.75 per 1,000 tickets plus \$8,000.00 set-up charge.

Option: One color imaging, color other than black:
Cost: \$.90 per 1,000 tickets plus \$2,000.00 set-up charge.

Option: Four color process ticket back:
Cost: \$.26 per square inch of total ticket area per 1,000 tickets.

Option: Foil substrate:
Cost: \$.65 per square inch of total ticket area per 1,000 tickets.

Option: Holographic foil:
Cost: \$2.80 per square inch of total ticket area per 1,000 tickets.

Option: Ink color pulse:
Cost: \$2,500.00 per each color pulsed.

Option: Graphic pulse, per press stop, as required by production:
Cost: \$2,500.00 per press stop.

Option: Graphic pulse, per plate changed, as required by production:
Cost: \$1,500.00 per plate change.

Option: Accelerated delivery, per day:
Cost: \$2,000.00 per day.

Option: Programming of unusual or unique games:
Cost: \$200.00 per hour required.

Option: Art and proofing charges for post executed changes to art as specified in approved working papers:
Cost: \$200.00 per hour required.

Option: Additional programming for changes to prize structure as specified in approved working papers:
Cost: \$200.00 per hour required.

Option: Insert customer furnished pack insert (does not match pack number):
Cost: \$.35 per pack.

- Option: Alternate ticket pack sizes - 300 tickets per fanfolded pack instead of 200 tickets per pack:
Cost: Subtract \$.10 per 1,000 tickets.
- Option: Alternate ticket pack sizes - 75 tickets per fanfolded pack instead of 60 tickets per pack:
Cost: Subtract \$.25 per 1,000 tickets.
- Option: Variable messaging on ticket back – up to 10 messages of no more than 75 characters printed one per ticket and randomly distributed through the game. Messages will be printed in an area large enough to encompass the largest message, and the background of that area will have one fluorescent color:
Cost: \$.18 per square inch of total ticket area per 1,000 tickets.
- Option: 3-D games, order quantity of 25,000 3-D glasses
Cost: \$.09 per square inch of total ticket area per 1,000 plus \$.50 per each 3-D glass unit.
- Option: Advanced/specialized imaging:
Cost: Negotiable
- Option: Bar coded coupons, 2.5" x 6.125" four-color process one side, unprinted back, 100,000 quantity
Cost: \$156.00 per 1,000.
- Option: Linked games:
Cost: 0.55% of game retail ticket value plus \$11,000.00 set-up charge. Final pricing negotiable based on game specifications.

FIRST AMENDMENT TO INSTANT TICKET AGREEMENT

THIS FIRST AMENDMENT TO INSTANT TICKET AGREEMENT (this "Amendment Agreement") is made as of the 9th day of May, 2017 by and between the **STATE LOTTERY DIVISION OF THE STATE OF RHODE ISLAND DEPARTMENT OF REVENUE**, an agency of the State of Rhode Island, having a mailing address of 1425 Pontiac Avenue, Cranston, Rhode Island 02920 (the "Division"), and **IGT GLOBAL SOLUTIONS CORPORATION**, a Delaware corporation having a mailing address of IGT Center, 10 Memorial Boulevard, Providence, Rhode Island 02903-1125 ("IGT").

WHEREAS, the Division and IGT are parties to that certain Instant Ticket Agreement dated as of June 30, 2016 (the "Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement 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. Sales Force Management System. The following subsection C is added to Section 3 of the Agreement:

C. IGT shall implement IGT's sale force management system known as OnePlace for the Division, at no cost to the Division, on or before December 31, 2017.

2. Estoppel. The Division agrees that, as of the date the Division executes and delivers this Amendment Agreement, the Division does not have any knowledge of the existence of any default or event, which, upon the giving of notice, the passage of time, or both, would constitute a default by IGT under the Agreement. IGT agrees that, as of the date IGT executes and delivers this Amendment Agreement, IGT does not have any knowledge of the existence of any default or event, which, under the giving of notice, the passage of time, or both, would constitute a default by the Division under the Agreement.

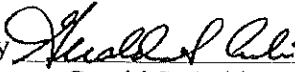
3. Miscellaneous. Except as modified hereby, the Agreement shall remain in full force and effect and is hereby ratified and confirmed. This Amendment Agreement may be executed by the parties hereto in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of the signature page of this 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. Capitalized terms used but not defined herein shall have the meanings given such terms in the Agreement.

[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 date set forth below.

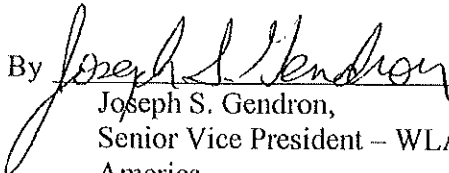
**STATE LOTTERY DIVISION OF THE
STATE OF RHODE ISLAND
DEPARTMENT OF REVENUE**

Date: May 10, 2017

By  _____
Gerald S. Aubin,
Director

**IGT GLOBAL SOLUTIONS
CORPORATION**

Date: May 9, 2017

By  _____
Joseph S. Gendron,
Senior Vice President – WLA North
America

WEBSITE SERVICES AGREEMENT

This Website Services Agreement (this "Agreement") is made on the date set forth below by and between the State Lottery Division of the State of Rhode Island Department of Revenue, an agency of the State of Rhode Island having a mailing address of 1425 Pontiac Avenue, Cranston, Rhode Island 02920 (hereinafter the "Division"), and IGT Global Solutions Corporation, a Delaware corporation with a mailing address of 10 Memorial Boulevard, IGT Center, Providence, Rhode Island 02903-1160 (hereinafter "IGT").

WHEREAS, pursuant to Section 4 of that certain Sixth Amendment to Master Contract dated June 30, 2016; as modified by a Letter Agreement dated May 9, 2017, the parties agreed to negotiate this Agreement in good faith; and

WHEREAS, the parties are desirous of entering into this Agreement for the development of a new website for the Division and the provision of services related thereto by IGT.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. PURPOSE

- A. This Agreement is for the design, hosting, maintenance and related services required for a new Division website, including VIP/Loyalty Program, Second-Chance Drawing capabilities, and Email Marketing Solutions.

2. SPECIFICATIONS AND SUPPORT REQUIREMENTS

- A. IGT will design, host and provide the website and related services in accordance with this Agreement and specifications as set forth in Exhibit A attached to this Agreement.

3. PRICE

- A. IGT will waive all fees associated with the design and implementation of the new website as well as all related maintenance and service fees through the Expiration Date (as defined below).

4. NON-DISCLOSURE OF THE DIVISION'S PLANS

- A. IGT shall ensure that the details of any promotions, drawings, and marketing initiatives planned by the Division (collectively "Division Confidential Information") are not disclosed to any person or organization other than IGT personnel and IGT agents and subcontractors or other person(s) who have been approved by the Division.

- B. Before disclosing any Division Confidential Information to an approved agent or subcontractor or to any person who is not an employee of IGT or of any affiliate of IGT, IGT shall require each person other than employees of IGT or any affiliate of IGT and third parties under a duty of confidentiality to whom the confidential information or plans is to be disclosed to sign a confidentiality agreement (a "Confidentiality Agreement") stating that such person will not use Division Confidential Information for any purpose other than as contemplated by this Agreement or disclose it to any person who has not Confidentiality Agreement.
- C. All Confidentiality Agreements will expressly name the Division as a third-party beneficiary of the same, and IGT shall provide the Division with executed copies of all Confidentiality Agreements.

5. **NON-DISCLOSURE OF IGT'S METHODS**

- A. It is understood that many of the methods used by IGT in carrying out its obligations under this Agreement are unique and constitute confidential information and trade secrets of IGT (collectively "IGT Confidential Information"). It is understood by the parties that the best way to protect IGT Confidential Information is through non-disclosure. Therefore, IGT will not disclose IGT Confidential Information to the Division or its personnel except upon a specific request from the Division and for a specified and necessary or reasonable purpose related to this Agreement.
- B. The Division shall ensure that neither the Division nor any of its personnel or agents will disclose or use for any purpose not related to this Agreement or to the Division's website, any IGT Confidential Information gained incidentally or accidentally or pursuant to a specific request as aforesaid and which is not (i) in the public domain or (ii) otherwise known to or obtained or developed by the Division through no breach of the provisions of this Agreement.

6. **TERM; TERMINATION; OTHER REMEDIES**

- A. The term of this Agreement shall commence on November 5, 2018 and expire on June 30, 2023 (the "Expiration Date"), unless earlier terminated in accordance with the provisions of this Agreement.
- B. The Division may terminate this Agreement by notice to IGT only in event of any of the following:
 - 1. intentional fraud on the part of IGT (effective as of the date set forth in such notice); or
 - 2. if the Division terminates the Master Contract pursuant to Section 16.2 of the Master Contract (effective as of the date of termination of the Master Contract).

- C. In the event of a material breach by IGT of its obligations hereunder, the Division shall give notice to IGT specifying the nature of the material breach and IGT shall have thirty (30) days from the date of receipt of notice to cure the material breach. If IGT fails to cure the material breach by the expiration of such period, then the Division shall be entitled to recover its damages, excluding indirect and consequential damages and lost profits.
- D. IGT may terminate this Agreement by notice to Division if IGT terminates the Master Contract pursuant to Section 15.2 of the Master Contract (effective as of the date of termination of the Master Contract).
- E. In the event of a material breach by the Division of its obligations hereunder, IGT shall give notice to the Division specifying the nature of the material breach and the Division shall have thirty (30) days from the date of receipt of notice to cure the material breach. If the Division fails to cure the material breach by the expiration of such period, then IGT shall be entitled to recover its damages, excluding indirect and consequential damages and lost profits.

7. **REPRESENTATIONS, WARRANTIES, AND COVENANTS BY IGT**

- A. IGT represents, warrants, and covenants that the goods and services provided under this Agreement will substantially conform to the specifications stated in this Agreement and will be of good material and workmanship.

8. **PERFORMANCE BOND**

- A. [Intentionally omitted.]

9. **BENEFIT**

- A. This Agreement is for the benefit of the parties and not for the benefit of any other party or person, and it shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns provided that IGT may not assign this Agreement without first obtaining the consent of the Division. Notwithstanding the foregoing, IGT may assign this Agreement in whole or in part to any affiliate of IGT.

10. **ENTIRE UNDERSTANDING**

- A. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes all previous written or oral understandings or agreements with relation thereto and shall not be amended, modified, or changed in any manner except by an agreement in writing signed by all the parties.

11. NOTICES

- A. All notices, requests, consents, approvals and communications permitted or required to be made or given hereunder shall be in writing and sent by registered mail (unless the postal service is disrupted or threatened to be disrupted), return receipt requested, addressed as indicated at the beginning of this Agreement (or at such other address as such party shall specify to the other party in a notice given in accordance with this Agreement, or delivered personally in an envelope left at such address, in the case of the Division to the Director and in the case of IGT to the General Counsel. Any such notice shall be deemed to have been given, in the case of notice by prepaid registered post, on the fifth (5th) day after the date of mailing and in the case of notice by personal delivery, when delivered.

12. AUTHORITY TO EXECUTE

- A. Each party hereto warrants and represents to the others that it has full capacity, right, power, and authority to execute and deliver this Agreement as its valid and binding obligation.

13. FORCE MAJEURE

- A. Neither IGT nor the Division shall be liable to the other for any delay in, or failure of, performance of, any covenant contained in this Agreement, nor shall any such delay in or failure of performance constitute default, or give rise to any liability for damages, if and only to the extent that such delay or failure is caused by force majeure. As used herein, "force majeure" includes an act of God, public enemy, war, terrorism, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, or closure of all major access roads to a geographic area. Immediately upon the occurrence of any such event, the party whose performance is delayed shall notify the other party of the cause for, nature, and extent of the delay and shall forthwith commence to use its best efforts to provide, directly or indirectly, alternate, and to the extent practicable, comparable performance and to remove or ameliorate such cause. The existence of such causes of such delay or failure shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.
- B. This Agreement shall not make either party an agent, servant, employee, partner, joint venturer, or other legal representative of the other party, nor grant either party the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of, the other party.

14. WAIVER OF PROVISION

- A. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent to the breach shall be in writing and signed on behalf of the party against whom such waiver or consent is sought to be enforced, by any individual authorized to so waive or consent. Any consent by either party to, or waive of a breach by, the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

15. GOVERNING LAW AND JURISDICTION


- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island. The parties further agree that any action at law or suit in equity relating to this Agreement or any provisions thereof, shall only be instituted and maintained in a court of competent jurisdiction in the County of Providence, State of Rhode Island. Each party hereto waives the right to a change of venue. The parties agree to submit to jurisdiction and to service of process.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement by the signatures of their duly authorized representatives in that behalf as of the _____ day of January, 2019.

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

Date: January 9, _____, 2019

By 
Gerald S. Aubin,
Director

IGT GLOBAL SOLUTIONS CORPORATION

Date: 1/14 _____, 2019

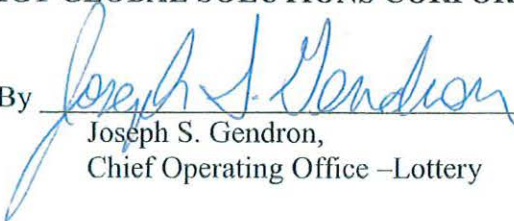
By 
Joseph S. Gendron,
Chief Operating Office -Lottery

EXHIBIT A

SCOPE OF SERVICES

SECTION A - WEBSITE

1. WEBSITE REDESIGN

- A. Website Traffic - IGT will assist the Division in increasing traffic to the Division website, providing solutions that are designed to enhance player engagement by making player's website visits more entertaining, informative, and likely to result in sales and/or repeat visits.
- B. Browsers - IGT can accommodate all browsers that are currently supported by the Division. IGT's baseline Player Portals use responsive web design based in HTML5. The Division website will be accessible from all popular computer and mobile operating systems and web browsers, including Internet Explorer, Chrome, Safari, and Firefox, as well as via a mobile app available for iOS and Android devices.

2. NEW ONLINE CAMPAIGNS AND PROMOTIONS

- A. IGT will work with the Division and its supporting vendors as the Division approaches the future of its interactive offerings. IGT will leverage its knowledge of the central system and understanding of the Division's goals to implement new online campaigns and promotions.

3. TRANSFER OF INFORMATION

- A. IGT will be responsible for transferring all current Division website data; i.e., winning numbers, financial information, VIP Club Membership database, Second-Chance drawing data, etc., to the new Division website.

4. SECURITY

- A. IGT's will use the tools to manage the information security at the Division website level that meet and/or exceed industry's gaming and technology standards.

5. INTEGRITY PLAN

- A. IGT will utilize a layered security approach that features best practices to mitigate the various risks posed by operating in such an environment.

6. APPLICATION INTEGRITY

- A. IGT will produce checksums on all programs and configuration files that are released to the production systems.

7. **HOST SECURITY**

A. Hosts that contain web applications will be given special attention with regard to security requirements. IGT's guidelines reduce the target surface of Internet-facing systems.

8. **DATA AND PLAYER SECURITY**

A. IGT's data security process will address the specifics of how cardholder and player data is secured.

9. **NETWORK SECURITY**

A. IGT's network security measures will include encryption for the transport of data and firewalls, the use of demilitarized zones to partition off portals from applications, and databases with either physical or logical controls.

10. **MONITORING AND PROTECTING CUSTOMER DATA**

A. IGT will utilize Salesforce, which provides a set of next-generation, cloud-security solutions through its ongoing "Protected by Salesforce" initiatives.

11. **SCANS AND ASSESSMENTS**

A. IGT's Information Security Group will perform quarterly scans and assessments on the Division website and all associated components.

12. **PROTECTING PRIVACY – DATA SECURITY**

A. IGT classifies data according to its sensitivity and then handles it according to that classification to ensure compliance with state, federal, and country-specific privacy laws. Protection of data in IGT solutions will include the encryption of data at rest and in transit in accordance with the data's classification or the type of transaction in process.

13. **PROTECTING PRIVACY – PLAYER SECURITY**

A. In the event that the Division expands into online wagering, several security measures will be in place to provide player security. Players will interact with a player portal using a browser communicating over HyperText Transfer Protocol Secure (HTTPS).

14. **SECURE DATA TRANSMISSIONS**

A. IGT is diligent in preventing network disclosures when transferring various kinds of sensitive or regulated data between systems. Data communication between IGT and its third-party payment processor will use encrypted tunnel technology with various levels of encryption available.

B. IGT's administrative interfaces as well as various application-to-application interfaces will communicate using secure protocols such as Secure Shell (SSH), Secured File

Transfer Protocol (SFTP), and HTTPS. All remote access for administrative support of systems will require multi-factor authentication.

- C. IGT will provide security scans, hosting, web server support and maintenance, and firewall support and configuration.

15. ONGOING SERVICES

- A. The IGT Interactive Services Group will offer strategies for increasing sales, developing promotions, and enhancing players' interactive experience. These services can be provided on a project-by-project basis, or set up as an ongoing plan in which IGT will work with the Division to set targets and goals and determine how best to reach those goals using the innovative technologies that IGT can provide.
- B. IGT will provide twenty-four (24) hour support.
- C. During periods when the jackpot amounts are high, IGT will be on call to handle content updates that may be required during or around the drawing time. During all other periods, IGT will handle content updates during normal business hours.
- D. In the event that the Division determines a vulnerability within the Division website or any of its components, IGT will address and fix the vulnerability to the satisfaction of the Division within a timeframe mutually acceptable to the Division and IGT.
- E. IGT will maintain a staging and development environment for the Division website and provide:
- Log Files
 - Secure Virtual Private Network (VPN)
 - ADA Compliance
- F. IGT will respond to technical issues experienced by players and set Division Staff up to assist players having trouble joining the VIP Club, logging in, or entering Second-Chance drawings.
- G. IGT will purge the email database of bounced and inactive emails based on predetermined guidelines.

SECTION B - WEBSITE KEY AREAS

1. GAME INFORMATION

- A. Game Information - The IGT iLottery Player Portal will provide a robust entry for players to gain access to the Game Page, which will have information, as well as a baseline application that can deliver all draw numbers, monitor, and eInstant games.

The individual game environments include information such as jackpot amounts, winning numbers, and drawing results for past twelve (12) months; prizes remaining in Instant Ticket games; end dates for Instant Ticket games, how to play, etc.

IGT will use responsive design to optimize the look and feel according to the device on which a player accesses it. In addition, IGT will provide the ability to launch a full iLottery Internet Wagering program if the Division chooses to do so and the regulatory environment allows it.

- B. Keno/Bingo On-the-Go Drawings - IGT ensures that the drawing animations for Keno On-the-Go and Bingo On-the-Go will continue to be available and can be displayed on a mobile device's browser in a mobile-optimized format.
- C. Links to PowerBall®, Mega Millions®, Lucky for Life®, and Daily Numbers YouTube - IGT will link to drawings on the PowerBall®, Mega Millions®, and Lucky for Life® YouTube Pages and embed the midday drawings for The Numbers Game from YouTube on the Division website.

2. DRAW-BASED GAMES

- A. Draw-Based Games - IGT will provide branded Pages and informational content for all existing and potential new draw-based games.
- B. Website Functionality - IGT's redesign of the Division website will allow players to enter their numbers to see if they have won. The Division will have the ability to update the Division website to display a list of Rhode Island winners of five thousand dollars (\$5,000) or higher in the Multi-State Games along with selling Retailer information. It is agreed that the Division will be responsible for entering the selling Retailer information.

3. INSTANT GAMES

- A. Front End Administration and Updates - IGT's Player Portal will support all functionality associated with Instant Ticket games, including all associated branding and game information for display on the front end, as well as updates to the game information throughout the game's life cycle. Users will have the ability to see active and previous Instant Games and sort them by launch date and ticket price, as well as access the prizes remaining in each Instant Game.
- B. Search Game Features - IGT's Player Portal design team will work with the Division to prepare design templates, themes, wireframes, and HTML, update the player website experience, and bring state-of-the-art design solutions and standards that today's consumers expect. IGT will optimize the user experience by providing the Division with a Home Page that promotes the Division brand and products, educates visitors, and turns visitors into conversions.

4. VIDEO LOTTERY TERMINALS (VLTs) AND TABLE GAMES

- A. VLTs and Table Games - IGT will provide players with information about the two (2) Division-operated Casinos, including available games, payout information, and any other functionality and cross-promotion the Division wishes to implement.

5. PULL TAB GAMES

- A. Pull-Tab Games - IGT will provide information on the Division's Pull Tab Games, including applications, and information on those organizations that are allowed to sell them.

6. PRESS RELEASES

- A. Press Releases - IGT will provide the ability for the Division and its Administrator to quickly and efficiently make the most current press releases available on the Division website, with all press releases listed in chronological order. This will include all press releases issued in the past five (5) years. The Administrator will be able to add, edit, and delete press releases, including brand assets and accompanying photos.
- B. News Page - IGT will redesign the News Page to have the current year's press releases listed on the News Landing Page, with links to previous years' releases.
- C. Home Page - IGT will redesign the Division website Home Page to include a "Featured Winners" type scroll of the most recent winners with a link to the Winners Landing Page, which will feature all of the recent winners (along with links to lists of high-tier prizes won per game

7. WINNERS

- A. Administrator Abilities - IGT will support the Division Administrators' ability to load and display winners' images and supporting data (player name, game the player won, Retailer data, date of the win, and brief story regarding the win). IGT will enhance the look and feel of the Division website to help further promote winner awareness among players and Retailers and generate excitement around the Division's portfolio of games.
- B. Ability to Sort Winners - IGT will provide the Division with the ability to sort winners by game, prize amount, date of win, and the city or town of the selling Retailer.
- C. Claiming Prizes - IGT will include information on the Winners' Page on how and where players may claim a prize.

8. PROMOTIONS

- A. Promotions - IGT will support the Promotions Page and keep promotion information updated and easy to locate. Information will include current promotions, a calendar of scheduled events, and information on winners of promotions. IGT will provide the Division with the ability to author the Promotions Page with components easily added within the Page template to ensure that all pertinent information on promotions is included.
- B. Events – IGT will support the Events Page and add upcoming events in list format by month.

9. FREQUENTLY ASKED QUESTIONS (FAQS)

- A. IGT will support the Division's ability to add, delete, and edit information on this Page as needed. IGT will provide the ability for users to sort FAQs by category and allow the Division to sort the order of FAQs display as desired.

10. RETAILER LOCATOR

- A. IGT will provide an easy-to-use "Find a Retailer" function that enables players to enter a zip code or city/town and receive a listing of all Division Retailers within that particular area.
- B. IGT will provide a retail locator that provides players with a map showing the location(s) of the nearest Retailer(s) based on the current GPS location of the player's device (for those devices that have an embedded GPS). The program will pinpoint the player's location and display all valid Retailer locations based on the store data provided by the Division. This functionality will require the latitude/longitude coordinates of each Division Retailer.

11. RETAILER CORNER

- A. IGT will redesign the Division's "Retailer Corner" to include an updated Retailer's Corner, which will incorporate the current general information for Retailers and potential Retailers, and allow them to download documents such as:

- License Applications
- Promotion Request Forms
- Newsletters
- Point of Sale Material

12. DIVISION RULES

- A. IGT will provide a link to a PDF of the Division Rules on the Division website. IGT understands that updating the Division Rules on the Division website is a priority for the Division and will be done in a timely fashion.

13. FINANCIAL INFORMATION

- A. IGT will update the Division's Financial Information section of the Division website with the following information and reports:

- Lottery Revenue and General Fund
- Annual Financial Reports
- Monthly/Annual Sales Information

- B. IGT will collect data and information from the Division Staff and update the Division website in the required timely fashion.

14. PROBLEM GAMBLING

- A. IGT will provide a dedicated Page on the Division website for information on problem gambling, including links to the resources available in the State of Rhode Island. IGT's Senior Web Designer for the Division will work closely with the Division to make updates to this Page when requested and ensure that no advertising or links to any of the Division's games are present on this Page.

SECTION C - USERS

1. ADMINISTRATOR ABILITIES

- A. IGT will provide the Division's Administrator with the ability to add and edit users, as well as assign user access to certain areas of the site. Password and password reset features will conform to industry standards.

SECTION D – NEW FEATURES

1. PLAYER TOOLS

- A. IGT will create a new section to be added to the Division website that will enhance the current Player Tools.

2. MOBILE APP

- A. The links to the iOS App Store and Google Play for downloading the Division mobile app are currently implemented in the Division portal. Those links will be relocated to a new Player Tools section of the Division website.
- B. IGT's Mobile Application team will work closely with the Division's IGT central systems teams to rapidly deliver solutions to meet the Division's expanding needs, including ticket scanning and barcode decoding software solutions for mobile platforms that allow the mobile apps to rapidly and reliably identify winning tickets and/or easily qualify and enter tickets for Second-Chance drawings.

3. FREQUENCY OF NUMBERS

- A. This data will be collected, dynamically updated, made available as a searchable resource, and placed in the Player Tools section of the Division website.

4. ONLINE/INTERNET GAMING FUNCTIONALITY

- A. IGT's solution is based on Aurora Player Direct. Player Direct encompasses an integrated Player Account Management (PAM) system as well as a Content Management System (CMS) to deliver new features and functionality to players via personal computers and mobile devices.
- B. IGT will have the framework for online wagering in place to allow this new sales channel. The Division website will be enhanced with additional functionality such as eWallet that enables players to fund an account from which they can make purchases.

- C. IGT will integrate with certain third-party services that support the processing of credit/debit card transactions, as well as with geo-location services and player identity services that ensure the registered player is of legal age.
- D. IGT's Player Direct platform will provide the Division a single view of players across all gaming channels. Player Direct also features responsible gaming safeguards across all channels.

5. CONTENT MANAGEMENT SYSTEM (CMS)

- A. IGT will support the Division website's proprietary third-party central management system with a backend database that uses MSSQL until the new Division website is live.
- B. IGT will use IBM's DB2 database software for all of its database applications. This includes the PAM solution for the Division website.

SECTION E – VIP CLUB/LOYALTY PROGRAMS

1. VIP CLUB MEMBERSHIP

- A. IGT will assist in the further development of the Division VIP Club, increase value to Division players, advance the Division brand, and grow revenues, as the Division prepares to take the next steps in developing its interactive presence.
- B. IGT will provide the functionality required for the free-membership VIP Club, in which players sign up by providing certain information.

2. VIP CLUB BENEFITS

- A. IGT will support the benefits of the VIP Club, allow Members to indicate what types of notifications they prefer to receive and by what medium. Members will receive benefits such as winning number notifications, promotional emails, and access to the Second-Chance drawings program.

3. RECOMMENDATION TO ENHANCE VIP CLUB EXPERIENCE

- A. IGT will provide the Division with enhancements to its player outreach programs in order to increase the reach and precision interaction with players, provide information, incentives, and rewards that can serve to augment the Division brand and grow the Division player base.
- B. For email communication templates, IGT will work with vendor partner Salesforce to create a solution to support the insertion of variables associated with the individual player to whom the message will be sent.
- C. The Salesforce platform will allow the Division to generate unique content for each individual email subscriber without having to create a new email every time.

- D. For the mobile channel, Salesforce has built-in templates that will allow the Division to implement various types of Short Message Service (SMS) programs, such as quizzes, surveys, contests, mobile tickets, alerts, and coupons, from the SMS content manager.
- E. IGT reserves the right to charge the Division if the number of emails sent in any 12-month period exceeds 15,000,000.

SECTION F - COUPONS AND PROMOTIONS

1. BARCODED COUPONS AND PROMOTIONAL OFFERS

- A. IGT's Command will provide the delivery to players of a uniquely barcoded coupon or promotional offer that they can redeem at the Retailer or through Division interactive channels. IGT can generate any number of unique promotional codes to be sent in conjunction with a promotional offer to a player for redemption through any sales channel.
- B. IGT's Aurora Player Direct will provide the ability to send coupons and other promotional offers to VIP Club Members. A coupon promotion will be created on the Division's existing system so that the system knows about the coupons that have been sent to VIP Members. Players will be able to redeem the coupons at Retailers throughout Rhode Island.

SECTION G – EMAIL MARKETING

1. EMAIL MARKETING SYSTEM

- A. IGT's solution for the VIP Club will work with the Email Marketing System provided by Salesforce, allowing an automated system to welcome players who join the Club, as well as reaching out to lapsed Members. IGT will provide the ability to specifically target email to players.

2. EMAIL ENHANCEMENTS

- A. The IGT Command PAM system will provide complete player communication abilities and enhance the current program to include sending and tracking emails to a filtered list of addresses and tracking those emails. Administrators will be able to create emails using predefined templates as well as pasting in custom HTML code.

3. TRIGGERED EMAILS

- A. IGT will provide targeting capabilities, including the ability to:
 - 1. Filter, segment, and create a list of players based on any variable tracked in their profile or behavior tracked in the VIP Club/Loyalty program; and
 - 2. Deploy the promotion via email, SMS, or a messaging hub on a microsite.
- B. IGT will provide easy-to-use templates used for website content creation to create email messages.

C. Triggered emails will be sent to:

1. Activate a new registration profile through an email link;
2. Provide an invitation for a friend to join; (Some of this functionality will also extend to the SMS);
3. Send strong, simple call-to-action communications as friendly reminders to players who receive mobile communications; and
4. Send winning number alerts.

4. **EMAIL DELIVERY PLATFORM**

A. IGT's solution will build upon the existing email delivery platform. IGT Command will enable the Division to send highly personalized, data-driven communications to each player during marketing and promotional campaigns across all lines of business.

B. IGT Command includes:

1. Web-accessible tracking and analytics regarding notifications. IGT partners with Salesforce to provide software that includes real-time tracking and graphical reporting – allowing the Division to view comprehensive campaign details across all interactive channels.
2. Also included are the end-to-end services necessary to deploy a fully-functional communications program.
3. The Salesforce solution has tracking and performance measures that are channel-specific. For email communications, Salesforce will provide track-and-measure delivery rates, open rates, click rates, and unsubscribe rates. For the mobile channel SMS, it will provide delivery-rate metrics.

SECTION H – DATA COLLECTION

1. **DATA TRACKING AND REPORTING**

A. IGT will provide data tracking and reporting abilities that allow the Division to collect player data, develop player profiles, segment audiences, and measure campaign results.

2. **PLAYER ACCOUNT CHANGES**

A. IGT will provide an additional log to track changes made to player accounts by either players or Administrators. The log will show the date, time, identity of the user making the changes, and to what account they were made.

SECTION I – SECOND-CHANCE DRAWINGS

1. SECOND-CHANCE DRAWING OPTIONS

A. IGT will provide the following game-by-game options for a non-winning ticket:

- Single or multiple draws
- An instant win
- Physical and digital prizes
- Barcoded coupons
- Participation promotions (surveys)
- Game simulations
- Design-a-game contests
- A birthday club
- Tell-a-friend promotions
- Geo-location validation

B. IGT's Second-Chance program can expand into a more robust retail transactional plan.

2. AUTOMATIC UPLOAD OF EXTERNAL FILES

A. IGT will provide the functionality required to automatically upload and read Division-provided external files to validate Second-Chance ticket entries in the system.

3. ADD REPORT FUNCTIONALITY

A. All transactions, player data, entries, and validation files relating to the Second-Chance program will be housed in one (1) location. The Division will receive one (1) set of reports from one (1) or more sources. IGT's solution can provide expanded reporting functionality, allowing the Division to see which VIPs are active in the drawings (as well as their participation in other promotions) and identify which VIPs are not participating.

4. ADDITIONAL OR BONUS ENTRIES

A. IGT's Second-Chance drawings solution will enable players to receive additional entries or bonus entries for add-on promotions.

5. NOTIFICATIONS

A. IGT will provide the ability to notify VIP Club Members when they have won a Second-Chance drawing. Players will have the ability to click a link to confirm notification in the player portal. That player's win will not appear on the Winners' Page until the validation process is completed.

6. THIRD-PARTY VENDORS

B. IGT will support the Division's contract with a third-party vendor in providing Second-Chance drawing functions for particular games and promotions. VIP Club Members will be able to log in at rilot.com and be passed through, with their associated data, to

the third-party Second-Chance drawing system. The VIP Club Members will use their same login information for the third-party promotion that they use for all other Division activities.

SECTION J – GROUP PLAY

1. GROUP PLAY CAPTAINS

A. IGT will support the ability for players to access Group Play materials and download pdfs to print.

2. GROUP PLAY CAPTAIN REGISTRATION

A. IGT will support the secondary section of the VIP Club, where VIP Members can register as a Captain and assemble other players for Group Play. Captains will be provided with the tools they need to administer groups, including an informational packet (some of which is available for download on the site), as well as a calculator tool that can be used to determine payments per Member in the event of a jackpot win.

B. IGT has developed Group Play functionality for its Internet wagering solution and will work with the Division to migrate and customize similar capabilities for Second-Chance promotions.

3. ABILITY TO INVITE PLAYERS TO JOIN

A. If market conditions allow, the IGT Group Play solution may allow Captains to invite players to join the Group by sending an email to potential Members from within the site. When creating the email list, Captains can make invitations using contact information within any social media platform that allows it.

4. GROUP PLAY CHAT FUNCTION

A. If market conditions allow, IGT may provide a chat function for Group Play Members.

SECTION K – WEBSITE AVAILABILITY

1. USER PREFERRED PLATFORM

A. The new Division website will be available across a wide range of platforms (e.g., desktop, mobile, and tablets) to meet player needs.

SECTION L – JACKPOT AMOUNT DISPLAY

1. DIRECT FEED

A. IGT will provide the Division with Representational State Transfer (REST) Application Programming Interfaces (APIs) via the Enterprise Series (ES) Anywhere component to deliver winning numbers to the mobile application. This data is sourced directly from the ES Transaction Engine (central system) where the numbers have been dual-entered

and verified for winner selection processing. IGT will leverage the same APIs for the new Division website.

SECTION M – REPORTING FUNCTIONALITY-VIP CLUB AND EMAIL MARKETING

1. VIP CLUB

- A. IGT will provide its ES Business Intelligence toolset that can integrate the VIP Club's active Members and their activity on the Division website by leveraging analytics (Google Analytics platform for web analytics) to complement the retail lottery loyalty program support offering.
- B. The Division player VIP Club will have a robust, automated, self-service reporting solution. IGT will focus on the Key Performance Indicators (KPIs) that will provide insight into the VIP Club's Members. These KPIs will be jointly adjusted and added to through a collaborative requirements process that will provide the Division's best measures of success.

2. REPORTING, BUSINESS INTELLIGENCE, AND ANALYTICS

- A. Suggested KPIs tie into IGT's baseline reports and ad-hoc interactive reporting capabilities.
- B. IGT's offered PAM system will also feature a variety of operational reports for information on VIP Club Members using a self-service reporting tool to create any additional operational player reports.

3. WEB ANALYTICS

- A. Google Analytics (GA) - This web-based analytics solution will give Division-authorized users a high level of insight into player statistics and marketing effectiveness.
- B. IGT will leverage Adobe Experience Manager software, which combines web content management, digital asset management, and social collaboration capabilities that include web analytics capabilities (e.g., in-context site-visit traffic reporting that is available to all business users as well as keyword-effectiveness tracking).

4. ES BUSINESS INTELLIGENCE

- A. IGT will deliver its Player Direct Business Intelligence (BI) reporting solution that can provide various player analytics reports, which will give the Division full insight into who its players are and what their activity has been in terms of Second-Chance activity when IGT installs the next online lottery system.

SECTION N – HOSTING

1. PROVIDER

- A. Hosting services will be provided by IGT's private cloud infrastructure in the IGT Data Center of the Americas (DCA). The Division website processes player Second-Chance

entries and conducts drawings. At some point, it may become a full e-commerce site selling Division products online. Hosting the Division website in the IGT DCA ensures that all industry security requirements and best practices will be met.

- B. IGT's design provides a virtualized environment that will allow adding computing resources as the needs of the Division change. This solution may include adding memory or Central Processing Units (CPUs) to existing servers or the addition of new servers. Changes such as these can be accommodated quickly without having to purchase additional hardware.
- C. IGT will use a Storage Area Network (SAN) to hold all of the Division's player database and Division website files. SAN technology allows for the expansion of storage capacity at any time to ensure that the Division always has sufficient storage capacity. IGT can allocate greater bandwidth to the Division website as traffic increases.

2. REDUNDANT SERVERS

- A. All production servers will be in a redundant active/active configuration, allowing the proposed solution to support load balancing. If a server goes down, the Division website will still be functional, since one (1) server will still be operational. The SAN storage system will use Redundant Array of Independent Disks (RAID) technology, which will ensure that Division data is protected in the event of a physical disk failure.
- B. IGT's Tier III Level Data Center features an N+1 redundancy infrastructure, with each customer split by system component and rack to two (2) separate Uninterruptible Power Supply (UPS) systems. If there is a fault on one (1) UPS, the other will immediately assume the load of both. This is also backed up by two (2) generators.

3. DATA REPLICATION

- A. IGT's high-availability database domain employs IBM's Tivoli System Automation (TSA) and DB2's High Availability Disaster Recovery (HADR), ensuring redundancy by applying transactions simultaneously to a duplicate database. The built-in integrity features of DB2's transaction processing guarantee that the update will occur on the standby database once the transaction is written to the log file on the standby database.

4. DATA CENTER HOSTING FACILITIES

- A. IGT's Primary Data Center (PDC) will be in IGT's Data Center of the Americas (DCA), which is located in Austin, Texas.
- B. IGT's DCA employs best-in-class security measures and will ensure that the daily backup requirements of the Division website are met at a secure offsite location. The DCA level of staffing is subject to Division approval which shall not be unreasonably withheld.