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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2020

A N A C T

ENABLING THE STATE LOTTERY DIVISION OF THE DEPARTMENT OF REVENUE TO
CONTRACT WITH IGT GLOBAL SOLUTIONS CORPORATION AND TWIN RIVER

Introduced By: Representatives Mattiello, Shekarchi, Kennedy, Abney, and Edwards

Date Introduced: February 11, 2020

Referred To: House Finance

It is enacted by the General Assembly as follows:

1 SECTION 1. Purpose. The purpose of this Act is, among other things: (a) To authorize the
2 State Lottery Division of the Department of Revenue (the "Division") to agree to an extension of
3 the Division's partnership with IGT Global Solutions Corporation, a Delaware corporation ("IGT"),
4 including the continuance of a significant presence in the State; and (b) To authorize the Division
5 to agree to an extension of the Division's partnership with the Rhode Island Affiliates of Twin River
6 Worldwide Holdings, Inc., a Delaware corporation ("TRWH"), including an expansion of Twin
7 River's facility in Lincoln. This Act shall be liberally construed to effectuate its purposes.

8 SECTION 2. Definitions.

9 (a) In this Act, capitalized terms not otherwise defined shall have the meanings given them
10 in § 42-61.2-1 as of the effective date of this act.

11 (b) In this act:

12 (1) "Affiliate" means a person that directly, or indirectly through one or more
13 intermediaries, controls, is controlled by or is under common control with a person;

14 (2) "Control" means the possession, directly or indirectly, of the power to direct or cause
15 the direction of the management and policies of a person, whether through the ownership of voting
16 securities, by contract or otherwise;

17 (3) "Eligible Third Party" means any person which (acting jointly with IGT or at the
18 direction of IGT) owns, leases or finances any of the investment obligation assets;

1 (4) "Joint Venture" means a Delaware limited liability company to be owned by IGT or
2 affiliates of IGT and TRWH or affiliates of TRWH and controlled by IGT or an affiliate of IGT;
3 and

4 (5) "Person" means a natural person, corporation, limited liability company, partnership
5 (general or limited), joint venture, estate, trust or unincorporated association, any federal, state,
6 county, or municipal government or any bureau, department or agency thereof, any fiduciary acting
7 in such capacity, on behalf of any of the foregoing, or any other legal or business entity or
8 organization.

9 SECTION 3. [Authorization and empowerment of State Lottery Division with respect to](#)
10 [IGT](#). Notwithstanding any provisions of the general laws of the state or regulations adopted
11 thereunder to the contrary, including, without limitation, the provisions of Chapter 2 of Title 37,
12 Chapter 61 of Title 42, Chapter 64 of Title 42 and Chapter 148 of Title 42, the Division is hereby
13 authorized, empowered and directed:

14 (1) To enter into an amendment (the "IGT Master Contract Amendment") to the master
15 contract dated as of May 12, 2003 by and between the Division and IGT, as amended (authorized
16 pursuant to Chapter 33 of the 2003 Public Laws) (the "IGT Master Contract"), which would extend
17 the term of the IGT master contract by twenty (20) years to June 30, 2043 (the "Extended Expiration
18 Date") and would, among other matters:

19 (i) Extend the term of the On-Line Gaming Agreement dated as of January 29, 1997 by and
20 between IGT and the Division, as amended (including, without limitation, by Section 11 of the IGT
21 Master Contract) (the "On-Line Lottery Agreement"), for an additional twenty (20) years to the
22 Extended Expiration Date;

23 (ii) Extend the term of the Video Lottery Central Computer System Agreement dated as of
24 December 20, 2001 by and between IGT and the Division, as amended (including, without
25 limitation, by Section 12 of the IGT Master Contract) (the "Video Lottery Agreement"), for an
26 additional twenty (20) years to the Extended Expiration Date;

27 (iii) Extend the term of the Video Lottery Terminal Technology Provider License
28 Agreement dated as of September 28, 2000 by and between IGT and the Division, as amended
29 (including, without limitation, by Section 13 of the IGT Master Contract) (the "VLT Agreement"),
30 for an additional twenty (20) years to the Extended Expiration Date;

31 (iv) Extend the term of the Instant Ticket Vending Machine Agreement dated October 21,
32 1999 between IGT and the Division and IGT (the "Instant Ticket Vending Machine Agreement"),
33 as amended (including, without limitation, pursuant to Section 8.2 of the IGT Master Contract), for
34 an additional twenty (20) years to the Extended Expiration Date;

1 (v) Extend the term of the Instant Ticket Agreement dated as of June 30, 2016 by and
2 between the Division and IGT (the "Instant Ticket Agreement"), as amended, for twenty (20) years
3 to the Extended Expiration Date;

4 (vi) Extend the term of the Website Services Agreement dated as of January 9, 2019 by
5 and between the Division and IGT (the "Website Services Agreement") for twenty (20) years to the
6 Extended Expiration Date;

7 (vii) Provide for the purchase by IGT from the Division for the price of twenty-five million
8 dollars (\$25,000,000) (the "Second Intangible Asset Purchase Price"), twelve million five hundred
9 thousand dollars (\$12,500,000) of which shall be paid on or before June 30, 2022 and twelve
10 million five hundred dollars (\$12,500,000) of which shall be paid on or before June 30, 2023, of
11 the right of IGT to be the exclusive provider to the Division of products and services pertaining to:

12 (A) Online lottery systems, online lottery terminals and related equipment;

13 (B) Central communication systems;

14 (C) Video lottery terminals for the period commencing on January 1, 2022 (the "JV
15 Effective Date") and expiring on the Extended Expiration Date (with such exclusive rights to be
16 exercised solely through the joint venture pursuant to the assignment effected by the Assignment
17 and Assumption Agreement (as defined in Section 3(b) of this act) for the period commencing on
18 the JV Effective Date and expiring on the Extended Expiration Date);

19 (D) Instant ticket vending machines;

20 (E) Instant tickets; and

21 (F) The processing of on line, instant ticket and video lottery transactions; and

22 (viii) Provide that:

23 (A) The compensation rates payable by the Division pursuant to the On-Line Lottery
24 Agreement shall be as follows:

25 Annual Sales	Rate
26 Sales to \$275 million	5.00%
27 Sales from above \$275 million to \$400 million	4.00%
28 Sales above \$400 million	5.00%; and

29 (B) The compensation rates payable by the Division pursuant to the Video Lottery
30 Agreement, the VLT Agreement, the Instant Ticket Vending Machine Agreement, the Instant
31 Ticket Agreement and the Website Services Agreement shall remain unchanged;

32 (ix) Obligate IGT to, among other matters:

33 (A) Invest or cause to be invested by an affiliate or an eligible third party in the aggregate
34 at least one hundred fifty million dollars (\$150,000,000) in the state (the "Second Investment

1 Obligation") in connection with acquiring interests in real property, leasehold improvements of real
2 property and assets acquired in connection with the performance of obligations under the IGT
3 Master Contract, as amended by the IGT Master Contract Amendment (the "IGT Amended Master
4 Contract"), including, without limitation: (1) The second intangible asset purchase price; (2) Video
5 lottery terminals purchased by IGT and affiliates of IGT during the period commencing on July 1,
6 2019 and expiring on December 31, 2021; (3) Video lottery terminals purchased by the joint
7 venture during the period commencing on the JV Effective Date and expiring on the Extended
8 Expiration Date (including, without limitation, video lottery terminals sold by IGT and other
9 affiliates of IGT); and (4) Goods acquired in connection with the business operations of IGT or any
10 affiliate in the state interests in real property, improving real property and performing its obligations
11 under including, without limitation, the provision of goods in connection with the business
12 operations of IGT or any affiliate in the state (the "Investment Obligation Assets");

13 (B) Employ, cause to be employed by an affiliate or cause to be self-employed in the state
14 during each calendar year commencing with 2020 at least one thousand one hundred (1,100) full-
15 time equivalent employees at compensation rates not less than one hundred fifty percent (150%) of
16 the minimum wage in effect from time to time pursuant to § 28-12-3 (the "Employment
17 Obligation");

18 (C) Expend an amount equal to the product of: (1) One thousand one hundred (1,100); (2)
19 Two thousand eighty (2,080); and (3) Two hundred fifty percent (250%) of the minimum wage in
20 effect from time to time pursuant to § 28-12-3 on taxable compensation for the full-time equivalent
21 employees employed or cause to be employed with respect to the Employment Obligation during
22 each calendar year commencing with 2020 (the "Taxable Compensation Obligation");

23 (D) Assume responsibility for the lottery related activities performed by lottery sales
24 representatives currently employed by the Division from the Division and in connection therewith
25 offer employment to such lottery sales representatives; and

26 (E) Grant the Division the option to make proposals to IGT that IGT locate in the state
27 certain employees not located in the state (the "Employee Location Obligation");

28 (x) Grant the Division the right to terminate the IGT Amended Master Contract if: (A) IGT
29 fails to perform the Second Investment Obligation; (B) IGT fails to perform the Employment
30 Obligation; (C) IGT fails to perform the Taxable Compensation Obligation; or (D) IGT fails to
31 perform the Employee Location Obligation in addition to any rights the Division has to terminate
32 the Video Lottery Agreement, the VLT Agreement, the Instant Ticket Vending Machine
33 Agreement, the Instant Ticket Agreement and the Website Services Agreement;

34 (xi) Provide that the provisions regarding the Video Lottery Terminal efficiency process

1 would be of no further force and effect for the period commencing on the JV Effective Date and
2 expiring on the Extended Expiration Date, subject to the provisions of Section 4 of this act; and

3 (xii) (A) Contain such other terms and conditions as the Division and IGT may agree; and
4 (B) To consent to: (I) The irrevocable assignment by IGT to the Joint Venture of: (aa) The right to
5 be the exclusive Technology Provider for the period commencing on the JV Effective Date and
6 expiring on the Extended Expiration Date; and (bb) The VLT Agreement, as modified solely by
7 the IGT Master Contract Amendment (the "Amended VLT Agreement"); and (II) The assumption
8 by the Joint Venture of the obligations of IGT under the Amended VLT Agreement pursuant to an
9 assignment and assumption agreement between IGT and the Joint Venture (the "Assignment and
10 Assumption Agreement").

11 SECTION 4. [Additional provisions regarding the IGT Master Contract Amendment.](#) The
12 IGT Master Contract Amendment shall also include provisions that require IGT to: (1) Regularly
13 update or replace hardware and software; (2) Annually replace a minimum of six percent (6%) of
14 the video lottery terminals; (3) Provide a minimum of five percent (5%) of the video lottery
15 terminals with premium or royalty games with such video lottery terminals performing at less than
16 one hundred fifty percent (150%) of floor average for any calendar year subject to review by the
17 Division for replacement or modification; (4) For the period commencing on the JV Effective Date
18 and expiring on the Extended Expiration Date, cause the Joint Venture to remove five percent (5%)
19 of the video lottery terminals provided as of December 31 of the preceding year supplied by each
20 supplier to the Joint Venture whose ratio of: (i) The ratio of: (A) The aggregate net terminal income
21 generated by the video lottery terminals supplied by such supplier and provided by the Joint
22 Venture during the first thirteen (13) weeks of each calendar year to (B) The aggregate net terminal
23 income generated by the video lottery terminals provided by the Joint Venture during such period
24 to; (ii) The ratio of: (A) The number of video lottery terminals supplied by such supplier and
25 provided by the Joint Venture to (B) The total number of video lottery terminals provided by the
26 Joint Venture is less than ninety seven percent (97%); provided, however, that video lottery
27 terminals manufactured by IGT or an affiliate of IGT shall not be subject to removal for calendar
28 years 2022, 2023 and 2024; and (5) Require IGT to waive its claims against the Division arising
29 from the promotional points programs for the video lottery terminal facilities up to twenty percent
30 (20%) of the amounts of net terminal income for the prior marketing year for the period
31 commencing on July 1, 2020 and expiring on the Extended Expiration Date.

32 SECTION 5. Sections 42-61.2-1 and 42-61.2-7 of the General Laws in Chapter 42-61.2
33 entitled "Video-Lottery Games, Table Games and Sports Wagering" is hereby amended to read as
34 follows:

1 **42-61.2-1. Definitions.**

2 For the purpose of this chapter, the following words shall mean:

3 (1) "Casino gaming" means any and all table and casino-style games played with cards,
4 dice, or equipment, for money, credit, or any representative of value; including, but not limited to,
5 roulette, blackjack, big six, craps, poker, baccarat, paigow, any banking or percentage game, or any
6 other game of device included within the definition of Class III gaming as that term is defined in
7 Section 2703(8) of Title 25 of the United States Code and that is approved by the state through the
8 division of state lottery.

9 (2) "Central communication system" means a system approved by the lottery division,
10 linking all video-lottery ~~machines~~ terminals at a ~~licensee~~ licensed video lottery retailer location to
11 provide auditing program information and any other information determined by the lottery division.
12 In addition, the central communications system must provide all computer hardware and related
13 software necessary for the establishment and implementation of a comprehensive system as
14 required by the lottery division. ~~The central communications licensee may provide a maximum of~~
15 ~~fifty percent (50%) of the video lottery terminals.~~

16 (3) "Collegiate sports or athletic event" shall not include a collegiate sports contest or
17 collegiate athletic event that takes place in Rhode Island or a sports contest or athletic event in
18 which any Rhode Island college team participates regardless of where the event takes place.

19 (4) "Credit facilitator" means any employee of a licensed video-lottery retailer approved in
20 writing by the division whose responsibility is to, among other things, review applications for credit
21 by players, verify information on credit applications, grant, deny, and suspend credit, establish
22 credit limits, increase and decrease credit limits, and maintain credit files, all in accordance with
23 this chapter and rules and regulations approved by the division.

24 (5) "DBR" means the department of business regulation, division of gaming and athletics
25 licensing, and/or any successor in interest thereto.

26 (6) "Director" means the director of the division.

27 (7) "Division," "division of lottery," "division of lotteries," or "lottery division" means the
28 division of lotteries within the department of revenue and/or any successor in interest thereto.

29 (8) "Hosting facility" refers to Twin River and the Tiverton gaming facility.

30 (9) "IGT" means IGT Global Solutions Corporation, a Delaware corporation.

31 ~~(9)~~(10) "Licensed video-lottery retailer" means a pari-mutuel licensee specifically licensed
32 by the director subject to the approval of the division to become a licensed video-lottery retailer.

33 ~~(10)~~(11) "Net table-game revenue" means win from table games minus counterfeit
34 currency.

1 ~~(11)~~(12) "Net terminal income" means currency placed into a video-lottery terminal less
2 credits redeemed for cash by players.

3 ~~(12)~~(13) "Newport Grand" means Newport Grand, LLC, a Rhode Island limited-liability
4 company, successor to Newport Grand Jai Alai, LLC, and each permitted successor to and assignee
5 of Newport Grand, LLC under the Newport Grand Master Contract, including, ~~but not limited to~~
6 without limitation, Premier Entertainment II, LLC and/or Twin River-Tiverton, LLC, as defined in
7 subsection (33) of this section, provided it is a pari-mutuel licensee as defined in § 42-61.2-1 et
8 seq.; provided, further, however, where the context indicates that the term is referring to the
9 physical facility, then it shall mean the gaming and entertainment facility located at 150 Admiral
10 Kalbfus Road, Newport, Rhode Island.

11 ~~(13)~~(14) "Newport Grand Marketing Year" means each fiscal year of the state or a portion
12 thereof between November 23, 2010, and the termination date of the Newport Grand Master
13 Contract.

14 ~~(14)~~(15) "Newport Grand Master Contract" means that certain master video-lottery
15 terminal contract made as of November 23, 2005, by and between the division of lotteries of the
16 Rhode Island department of administration and Newport Grand, as amended and extended from
17 time to time as authorized therein and/or as such Newport Grand Master Contract may be assigned
18 as permitted therein.

19 ~~(15)~~(16) "Online gaming account" means an account established at a hosting facility and
20 opened by a patron in person on the premises of a hosting facility that a patron shall use for the
21 deposit and withdrawal of funds used for online sports wagering.

22 ~~(16)~~(17) "Online sports wagering" means enga ging in the act of sports wagering by the
23 placing of wagers on sporting events or a combination of sporting events, or on the individual
24 performance statistics of athletes in a sporting event or a combination of sporting events, over the
25 internet through computers, mobile applications on mobile devices or other interactive devices
26 approved by the division, which wagers are accepted by a server-based gaming system located at
27 the premises of a hosting facility authorized to accept sports wagers and administer payoffs of
28 winning sports wagers; all such wagers shall be deemed to be placed and accepted at the premises
29 of a hosting facility.

30 ~~(17)~~(18) "Online sports-wagering revenue" means:

31 (i) The total of cash or cash equivalents received from online sports wagering minus the
32 total of:

33 (I) Cash or cash equivalents paid to players as a result of online sports wagering;

34 (II) Marketing expenses related to online sports wagering as agreed to by the division, the

1 sports-wagering vendor, and the host facilities, as approved by the division of the lottery; and

2 (III) Any federal excise taxes (if applicable).

3 (ii) The term does not include any of the following:

4 (I) Counterfeit cash.

5 (II) Coins or currency of other countries received as a result of online sports wagering,
6 except to the extent that the coins or currency are readily convertible to cash.

7 (III) Cash taken in a fraudulent act perpetrated against a hosting facility or sports-wagering
8 vendor for which the hosting facility or sports-wagering vendor is not reimbursed.

9 (IV) Free play provided by the hosting facility or sports-wagering vendor as authorized by
10 the division of lottery to a player and subsequently "won back" by the hosting facility or sports-
11 wagering vendor, for which the hosting facility or sports-wagering vendor can demonstrate that it
12 or its affiliate has not been reimbursed in cash.

13 ~~(18)~~(19) "Pari-mutuel licensee" means:

14 (i) An entity licensed pursuant to § 41-3.1-3; and/or

15 (ii) An entity licensed pursuant to § 41-7-3.

16 ~~(19)~~(20) "Payoff," when used in connection with sports wagering, means cash or cash
17 equivalents paid to a player as a result of the player's winning a sports wager. A "payoff" is a type
18 of "prize," as the term "prize" is used in chapters 61, 61.2, and 61.3 of this title.

19 ~~(20)~~(21) "Premier" means Premier Entertainment II, LLC and/or its successor in interest
20 by reason of the acquisition of the stock, membership interests, or substantially all of the assets of
21 such entity.

22 ~~(21)~~(22) "Rake" means a set fee or percentage of cash and chips representing cash wagered
23 in the playing of a nonbanking table game assessed by a table games retailer for providing the
24 services of a dealer, gaming table, or location, to allow the play of any nonbanking table game.

25 ~~(22)~~(23) "Server-based gaming system" means all hardware, software, and
26 communications devices that comprise a system utilized for the purpose of offering an electronic
27 platform used in connection with the process of placing and accepting sports wagers.

28 ~~(23)~~(24) "Sporting event" means any professional sport or athletic event, any Olympic or
29 international sports competition event, and any collegiate sport or athletic event, or any portion
30 thereof, including, but not limited to, the individual performance statistics of athletes in a sports
31 event or combination of sports events, except "sports event" shall not include a prohibited sports
32 event.

33 ~~(24)~~(25) "Sports wagering" means the business of accepting wagers on sporting events or
34 a combination of sporting events, or on the individual performance statistics of athletes in a sporting

1 event or combination of sporting events, by any system or method of wagering. The term includes,
2 but is not limited to, exchange wagering, parlays, over-under, moneyline, pools, and straight bets,
3 and the term includes the placement of such bets and wagers. However, the term does not include,
4 without limitation, the following:

5 (i) Lotteries, including video-lottery games and other types of casino gaming operated by
6 the state, through the division, on the date this act is enacted [June 22, 2018].

7 (ii) Pari-mutuel betting on the outcome of thoroughbred or harness horse racing, or
8 greyhound dog racing, including but not limited to, pari-mutuel wagering on a race that is
9 "simulcast" (as defined in § 41-11-1), as regulated elsewhere pursuant to the general laws, including
10 in chapters 3, 3.1, 4, and 11 of title 41.

11 (iii) Off-track betting on racing events, as regulated elsewhere pursuant to the general laws,
12 including in chapter 10 of title 41.

13 (iv) Wagering on the respective scores or points of the game of jai alai or pelota and the
14 sale of pari-mutuel pools related to such games, as regulated elsewhere pursuant to the general
15 laws, including in chapter 7 of title 41.

16 (v) Lotteries, charitable gaming, games of chance, bingo games, raffles, and pull-tab lottery
17 tickets, to the extent permitted and regulated pursuant to chapter 19 of title 11.

18 ~~(25)~~(26) "Sports-wagering device" means any mechanical, electrical, or computerized
19 contrivance, terminal, machine, or other device, apparatus, equipment, or supplies approved by the
20 division and used to conduct sports wagering.

21 ~~(26)~~(27) "Sports-wagering revenue" means:

22 (i) The total of cash or cash equivalents received from sports wagering minus the total of:

23 (I) Cash or cash equivalents paid to players as a result of sports wagering;

24 (II) The annual flat fee to the host communities as defined by § 42-61.2-5(c);

25 (III) Marketing expenses related to sports wagering as agreed to by the division, the sports-
26 wagering vendor, an the host facilities, as approved by the division of the lottery; and

27 (IV) Any federal excise taxes (if applicable).

28 (ii) The term does not include any of the following:

29 (I) Counterfeit cash.

30 (II) Coins or currency of other countries received as a result of sports wagering, except to
31 the extent that the coins or currency are readily convertible to cash.

32 (III) Cash taken in a fraudulent act perpetrated against a hosting facility or sports-wagering
33 vendor for which the hosting facility or sports-wagering vendor is not reimbursed.

34 (IV) Free play provided by the hosting facility or sports-wagering vendor as authorized by

1 the division of lottery to a patron and subsequently "won back" by the hosting facility or sports-
2 wagering vendor, for which the hosting facility or sports-wagering vendor can demonstrate that it
3 or its affiliate has not been reimbursed in cash.

4 ~~(27)~~(28) "Sports-wagering vendor" means any entity authorized by the division of lottery
5 to operate sports betting on the division's behalf in accordance with this chapter.

6 ~~(28)~~(29) "Table game" or "Table gaming" means that type of casino gaming in which table
7 games are played for cash or chips representing cash, or any other representation of value that has
8 been approved by the division of lotteries, using cards, dice, or equipment and conducted by one
9 or more live persons.

10 ~~(29)~~(30) "Table-game retailer" means a retailer authorized to conduct table gaming
11 pursuant to § 42-61.2-2.1 or § 42-61.2-2.3.

12 ~~(30)~~(31) "Technology provider" means any individual, partnership, corporation, or
13 association that designs, manufactures, installs, maintains, distributes, or supplies video-lottery
14 ~~machines~~ terminals or associated equipment for the sale or use in this state.

15 ~~(31)~~(32) "Tiverton gaming facility" (sometimes referred to as "Twin River-Tiverton")
16 means the gaming and entertainment facility located in the town of Tiverton at the intersection of
17 William S. Canning Boulevard and Stafford Road.

18 ~~(32)~~(33) "Twin River" (sometimes referred to as "UTGR") means UTGR, Inc., a Delaware
19 corporation, and each permitted successor to and assignee of UTGR, Inc.; provided further,
20 however, where the context indicates that the term is referring to a physical facility, then "Twin
21 River" or "Twin River gaming facility" shall mean the gaming and entertainment facility located at
22 100 Twin River Road in Lincoln, Rhode Island.

23 ~~(33)~~(34) "Twin River-Tiverton" means Twin River-Tiverton, LLC and/or its successor in
24 interest by reason of the acquisition of the stock, membership interests, or substantially all of the
25 assets of such entity.

26 (35) "Twin River-Tiverton Marketing Year" has the same meaning as "Newport Grand
27 Marketing Year" as defined in subsection (14) of this section.

28 (36) "Twin River-Tiverton Master Contract" has the same meaning as "Newport Grand
29 Master Contract" as defined in subsection (15) of this section.

30 (37) "UTGR Master Contract" means that certain master video-lottery terminal contract
31 made as of July 1, 2005, by and between the division of lotteries of the Rhode Island department
32 of administration (now the division of lotteries of the Rhode Island department of revenue) and
33 Twin River, as amended and extended from time to time as authorized therein and/or as such UTGR
34 Master Contract may be assigned as permitted therein.

1 (38) "Video Lottery Agreement" means that certain Video Lottery Central Computer
2 System Agreement dated as of December 20, 2001 by and between IGT and the division, as
3 amended, extended, assigned and assumed from time to time.

4 ~~(34)~~(39) "Video-lottery games" means lottery games played on video-lottery terminals
5 controlled by the lottery division.

6 ~~(35)~~(40) "Video-lottery terminal" means any electronic computerized video game machine
7 that, upon the insertion of cash or any other representation of value that has been approved by the
8 division of lotteries, is available to play a video game authorized by the lottery division, and that
9 uses a video display and microprocessors in which, by chance, the player may receive free games
10 or credits that can be redeemed for cash. The term does not include a machine that directly dispenses
11 coins, cash, or tokens.

12 (41) "VLT Agreement" means that certain Video Lottery Terminal Technology Provider
13 License Agreement dated as of September 28, 2000 by and between IGT and the division, as
14 amended, extended, assigned and assumed from time to time.

15 **42-61.2-7. Division of revenue.**

16 (a) Notwithstanding the provisions of § 42-61-15, the allocation of net, terminal income
17 derived from video-lottery games is as follows:

18 (1) For deposit in the general fund and to the state lottery division fund for administrative
19 purposes: Net, terminal income not otherwise disbursed in accordance with subdivisions (a)(2) –
20 (a)(6) inclusive, or otherwise disbursed in accordance with subsections (g)(2) and (h)(2);

21 (i) Except for the fiscal year ending June 30, 2008, nineteen one hundredths of one percent
22 (0.19%), up to a maximum of twenty million dollars (\$20,000,000), shall be equally allocated to
23 the distressed communities as defined in § 45-13-12 provided that no eligible community shall
24 receive more than twenty-five percent (25%) of that community's currently enacted municipal
25 budget as its share under this specific subsection. Distributions made under this specific subsection
26 are supplemental to all other distributions made under any portion of general laws § 45-13-12. For
27 the fiscal year ending June 30, 2008, distributions by community shall be identical to the
28 distributions made in the fiscal year ending June 30, 2007, and shall be made from general
29 appropriations. For the fiscal year ending June 30, 2009, the total state distribution shall be the
30 same total amount distributed in the fiscal year ending June 30, 2008, and shall be made from
31 general appropriations. For the fiscal year ending June 30, 2010, the total state distribution shall be
32 the same total amount distributed in the fiscal year ending June 30, 2009, and shall be made from
33 general appropriations, provided, however, that seven hundred eighty-four thousand four hundred
34 fifty-eight dollars (\$784,458) of the total appropriation shall be distributed equally to each

1 qualifying distressed community. For each of the fiscal years ending June 30, 2011, June 30, 2012,
2 and June 30, 2013, seven hundred eighty-four thousand four hundred fifty-eight dollars (\$784,458)
3 of the total appropriation shall be distributed equally to each qualifying distressed community.

4 (ii) Five one hundredths of one percent (0.05%), up to a maximum of five million dollars
5 (\$5,000,000), shall be appropriated to property tax relief to fully fund the provisions of § 44-33-2.1
6 [repealed]. The maximum credit defined in subdivision 44-33-9(2) shall increase to the maximum
7 amount to the nearest five dollar (\$5.00) increment within the allocation until a maximum credit of
8 five hundred dollars (\$500) is obtained. In no event shall the exemption in any fiscal year be less
9 than the prior fiscal year.

10 (iii) One and twenty-two one hundredths of one percent (1.22%) to fund § 44-34.1-1,
11 entitled "Motor Vehicle and Trailer Excise Tax Elimination Act of 1998", to the maximum amount
12 to the nearest two hundred fifty dollar (\$250) increment within the allocation. In no event shall the
13 exemption in any fiscal year be less than the prior fiscal year.

14 (iv) Except for the fiscal year ending June 30, 2008, ten one hundredths of one percent
15 (0.10%), to a maximum of ten million dollars (\$10,000,000), for supplemental distribution to
16 communities not included in subsection (a)(1)(i) distributed proportionately on the basis of general
17 revenue sharing distributed for that fiscal year. For the fiscal year ending June 30, 2008,
18 distributions by community shall be identical to the distributions made in the fiscal year ending
19 June 30, 2007, and shall be made from general appropriations. For the fiscal year ending June 30,
20 2009, no funding shall be disbursed. For the fiscal year ending June 30, 2010, and thereafter,
21 funding shall be determined by appropriation.

22 (2) To the licensed, video-lottery retailer:

23 (a)(i) Prior to the effective date of the Newport Grand Master Contract, Newport Grand
24 twenty-six percent (26%), minus three hundred eighty-four thousand nine hundred ninety-six
25 dollars (\$384,996);

26 (ii) On and after the effective date of the Newport Grand Master Contract, to the licensed,
27 video-lottery retailer who is a party to the Newport Grand Master Contract, all sums due and
28 payable under said Master Contract, minus three hundred eighty-four thousand nine hundred
29 ninety-six dollars (\$384,996).

30 (iii) Effective July 1, 2013, the rate of net, terminal income payable to the licensed, video-
31 lottery retailer who is a party to the Newport Grand Master Contract shall increase by two and one
32 quarter percent (2.25%) points. The increase herein shall sunset and expire on June 30, 2015, and
33 the rate in effect as of June 30, 2013, shall be reinstated.

34 (iv)(A) Effective July 1, 2015, the rate of net terminal income payable to the licensed video-

1 lottery retailer who is a party to the Newport Grand Master Contract shall increase over the rate in
2 effect as of June 30, 2013, by one and nine-tenths (1.9) percentage points. (i.e., x% plus 1.9
3 percentage points equals (x + 1.9)%, where "x%" is the current rate of net terminal income payable
4 to the licensed, video-lottery retailer who is a party to the Newport Grand Master Contract). The
5 dollar amount of additional net terminal income paid to the licensed video-lottery retailer who is a
6 party to the Newport Grand Master Contract with respect to any Newport Grand Marketing Year
7 as a result of such increase in rate shall be referred to as "Additional Newport Grand Marketing
8 NTI."

9 (B) The excess, if any, of marketing expenditures incurred by the licensed, video-lottery
10 retailer who is a party to the Newport Grand Master Contract with respect to a Newport Grand
11 Marketing Year over one million four hundred thousand dollars (\$1,400,000) shall be referred to
12 as the "Newport Grand Marketing Incremental Spend." Beginning with the Newport Grand
13 Marketing Year that starts on July 1, 2015, after the end of each Newport Grand Marketing Year,
14 the licensed, video-lottery retailer who is a party to the Newport Grand Master Contract shall pay
15 to the Division the amount, if any, by which the Additional Newport Grand Marketing NTI for such
16 Newport Grand Marketing Year exceeds the Newport Grand Marketing Incremental Spend for such
17 Newport Grand Marketing Year; provided however, that such video-lottery retailer's liability to the
18 Division hereunder with respect to any Newport Grand Marketing Year shall never exceed the
19 Additional Newport Grand Marketing NTI paid to such video-lottery retailer with respect to such
20 Newport Grand Marketing Year.

21 The increase in subsection 2(a)(iv) shall sunset and expire upon the commencement of the
22 operation of casino gaming at Twin River-Tiverton's facility located in the town of Tiverton, and
23 the rate in effect as of June 30, 2013, shall be reinstated.

24 (b)(i) Prior to the effective date of the UTGR master contract, to the present, licensed,
25 video-lottery retailer at Lincoln Park, which is not a party to the UTGR master contract, twenty-
26 eight and eighty-five one hundredths percent (28.85%), minus seven hundred sixty-seven thousand
27 six hundred eighty-seven dollars (\$767,687);

28 (ii) On and after the effective date of the UTGR master contract, to the licensed, video-
29 lottery retailer that is a party to the UTGR master contract, all sums due and payable under said
30 master contract minus seven hundred sixty-seven thousand six hundred eighty-seven dollars
31 (\$767,687).

32 ~~(3)(i) To the technology providers that are not a party to the GTECH Master Contract as~~
33 ~~set forth and referenced in P.L. 2003, ch. 32, seven percent (7%) of the net, terminal income of the~~
34 ~~provider's terminals; in addition thereto, technology providers that provide premium or licensed~~

1 ~~proprietary content or those games that have unique characteristics, such as 3D graphics; unique~~
2 ~~math/game play features; or merchandising elements to video lottery terminals may receive~~
3 ~~incremental compensation, either in the form of a daily fee or as an increased percentage, if all of~~
4 ~~the following criteria are met:~~

5 ~~(A) A licensed, video lottery retailer has requested the placement of premium or licensed~~
6 ~~proprietary content at its licensed, video lottery facility;~~

7 ~~(B) The division of lottery has determined in its sole discretion that the request is likely to~~
8 ~~increase net, terminal income or is otherwise important to preserve or enhance the competitiveness~~
9 ~~of the licensed, video lottery retailer;~~

10 ~~(C) After approval of the request by the division of lottery, the total number of premium or~~
11 ~~licensed, proprietary content video lottery terminals does not exceed ten percent (10%) of the total~~
12 ~~number of video lottery terminals authorized at the respective licensed, video lottery retailer; and~~

13 ~~(D) All incremental costs are shared between the division and the respective licensed,~~
14 ~~video lottery retailer based upon their proportionate allocation of net terminal income. The division~~
15 ~~of lottery is hereby authorized to amend agreements with the licensed, video lottery retailers, or the~~
16 ~~technology providers, as applicable, to effect the intent herein.~~

17 ~~(ii) To contractors that are a party to the master contract as set forth and referenced in P.L.~~
18 ~~2003, ch. 32, all sums due and payable under said master contract; and~~

19 ~~(iii) Notwithstanding paragraphs (i) and (ii), there shall be subtracted proportionately from~~
20 ~~the payments to technology providers the sum of six hundred twenty-eight thousand seven hundred~~
21 ~~thirty-seven dollars (\$628,737).~~

22 (3)(i) To the exclusive technology provider, all sums due and payable under the VLT
23 Agreement;

24 (ii) Notwithstanding subsection (3)(i) of this section, there shall be subtracted from the
25 payments to the exclusive technology provider the sum of six hundred twenty-eight thousand seven
26 hundred thirty-seven dollars (\$628,737); and

27 (iii) To IGT, all sums due and payable under the Video Lottery Agreement.

28 (4)(A) Until video-lottery games are no longer operated at the Newport Grand gaming
29 facility located in Newport, to the city of Newport one and one hundredth percent (1.01%) of net
30 terminal income of authorized machines at Newport Grand, except that effective November 9,
31 2009, until June 30, 2013, the allocation shall be one and two tenths percent (1.2%) of net terminal
32 income of authorized machines at Newport Grand for each week the facility operates video-lottery
33 games on a twenty-four-hour (24) basis for all eligible hours authorized; and

34 (B) Upon commencement of the operation of video-lottery games at Twin River-Tiverton's

1 facility located in the town of Tiverton, to the town of Tiverton one and forty-five hundredths
2 percent (1.45%) of net terminal income of authorized machines at the licensed, video-lottery
3 retailer's facility located in the town of Tiverton, subject to subsection (g)(2); and

4 (C) To the town of Lincoln, one and twenty-six hundredths percent (1.26%) of net terminal
5 income of authorized machines at Twin River except that:

6 (i) Effective November 9, 2009, until June 30, 2013, the allocation shall be one and forty-
7 five hundredths percent (1.45%) of net terminal income of authorized machines at Twin River for
8 each week video-lottery games are offered on a twenty-four-hour (24) basis for all eligible hours
9 authorized; and

10 (ii) Effective July 1, 2013, provided that the referendum measure authorized by P.L. 2011,
11 ch. 151, article 25 as amended, section 4, is approved statewide and in the Town of Lincoln, the
12 allocation shall be one and forty-five hundredths percent (1.45%) of net terminal income of
13 authorized video-lottery terminals at Twin River, subject to subsection (h)(2); and

14 (5) To the Narragansett Indian Tribe, seventeen hundredths of one percent (0.17%) of net
15 terminal income of authorized machines at Lincoln Park, up to a maximum of ten million dollars
16 (\$10,000,000) per year, that shall be paid to the Narragansett Indian Tribe for the account of a
17 Tribal Development Fund to be used for the purpose of encouraging and promoting: home
18 ownership and improvement; elderly housing; adult vocational training; health and social services;
19 childcare; natural resource protection; and economic development consistent with state law.
20 Provided, however, such distribution shall terminate upon the opening of any gaming facility in
21 which the Narragansett Indians are entitled to any payments or other incentives; and provided,
22 further, any monies distributed hereunder shall not be used for, or spent on, previously contracted
23 debts; and

24 (6) Unclaimed prizes and credits shall remit to the general fund of the state; and

25 (7) Payments into the state's general fund specified in subsections (a)(1) and (a)(6) shall be
26 made on an estimated monthly basis. Payment shall be made on the tenth day following the close
27 of the month except for the last month when payment shall be on the last business day.

28 (b) Notwithstanding the above, the amounts payable by the division to UTGR related to
29 the marketing program described in the UTGR master contract (as such may be amended from time
30 to time) shall be paid on a frequency agreed by the division, but no less frequently than annually.

31 (c) Notwithstanding anything in this chapter 61.2 of this title to the contrary, the director
32 is authorized to fund the marketing program as described in the UTGR master contract.

33 (d) Notwithstanding the above, the amounts payable by the division to the licensed, video-
34 lottery retailer who is a party to the Newport Grand Master Contract related to the marketing

1 program described in the Newport Grand Master Contract (as such may be amended from time to
2 time) shall be paid on a frequency agreed by the division, but no less frequently than annually.

3 (e) Notwithstanding anything in this chapter 61.2 of this title to the contrary, the director
4 is authorized to fund the marketing program as described in the Newport Grand Master Contract.

5 (f) Notwithstanding the provisions of § 42-61-15, but subject to § 42-61.2-7(h), the
6 allocation of net, table-game revenue derived from table games at Twin River is as follows:

7 (1) For deposit into the state lottery fund for administrative purposes and then the balance
8 remaining into the general fund:

9 (i) Sixteen percent (16%) of net, table-game revenue, except as provided in § 42-61.2-
10 7(f)(1)(ii);

11 (ii) An additional two percent (2%) of net, table-game revenue generated at Twin River
12 shall be allocated starting from the commencement of table games activities by such table-game
13 retailer and ending, with respect to such table-game retailer, on the first date that such table-game
14 retailer's net terminal income for a full state fiscal year is less than such table-game retailer's net
15 terminal income for the prior state fiscal year, at which point this additional allocation to the state
16 shall no longer apply to such table-game retailer.

17 (2) To UTGR, net, table-game revenue not otherwise disbursed pursuant to subsection
18 (f)(1); provided, however, on the first date that such table-game retailer's net terminal income for a
19 full state fiscal year is less than such table-game retailer's net terminal income for the prior state
20 fiscal year, as set forth in subsection (f)(1)(ii), one percent (1%) of this net, table-game revenue
21 shall be allocated to the town of Lincoln for four (4), consecutive state fiscal years.

22 (g) Notwithstanding the provisions of § 42-61-15, the allocation of net, table-game revenue
23 derived from table games at the Tiverton facility owned by Twin River-Tiverton is as follows:

24 (1) Subject to subsection (g)(2) of this section, one percent (1%) of net, table-game revenue
25 shall be allocated to the town of Tiverton;

26 (2) Fifteen and one-half percent (15.5%) of net, table-game revenue shall be allocated to
27 the state first for deposit into the state lottery fund for administrative purposes and then the balance
28 remaining into the general fund; provided however, that beginning with the first state fiscal year
29 that a facility in the town of Tiverton owned by Twin River-Tiverton offers patrons video-lottery
30 games and table games for all of such state fiscal year, for that state fiscal year and each subsequent
31 state fiscal year that such Tiverton facility offers patrons video-lottery games and table games for
32 all of such state fiscal year, if the town of Tiverton has not received an aggregate of three million
33 dollars (\$3,000,000) in the state fiscal year from net, table-game revenues and net terminal income,
34 combined, generated by such Tiverton facility, then the state shall make up such shortfall to the

1 town of Tiverton out of the state's percentage of net, table-game revenue set forth in this subsection
2 (g)(2) and net terminal income set forth in subsections (a)(1) and (a)(6); provided further however,
3 if in any state fiscal year either video-lottery games or table games are no longer offered at a facility
4 in the town of Tiverton owned by Twin River-Tiverton, LLC, then the state shall not be obligated
5 to make up the shortfall referenced in this subsection (g)(2); and

6 (3) Net, table-game revenue not otherwise disbursed pursuant to subsections (g)(1) and
7 (g)(2) of this section shall be allocated to Twin River-Tiverton.

8 (h) Notwithstanding the foregoing § 42-61.2-7(f) and superseding that section effective
9 upon the first date that a facility in the town of Tiverton owned by Twin River-Tiverton offers
10 patrons video-lottery games and table games, the allocation of net, table-game revenue derived
11 from table games at Twin River in Lincoln shall be as follows:

12 (1) Subject to subsection (h)(2), one percent (1%) of net, table-game revenue shall be
13 allocated to the town of Lincoln;

14 (2) Fifteen and one-half percent (15.5%) of net, table-game revenue shall be allocated to
15 the state first for deposit into the state lottery fund for administrative purposes and then the balance
16 remaining into the general fund; provided however, that beginning with the first state fiscal year
17 that a facility in the town of Tiverton owned by Twin River-Tiverton offers patrons video-lottery
18 games and table games for all of such state fiscal year, for that state fiscal year and each subsequent
19 state fiscal year that such Tiverton facility offers patrons video-lottery games and table games for
20 all of such state fiscal year, if the town of Lincoln has not received an aggregate of three million
21 dollars (\$3,000,000) in the state fiscal year from net, table-game revenues and net terminal income,
22 combined, generated by the Twin River facility in Lincoln, then the state shall make up such
23 shortfall to the town of Lincoln out of the state's percentage of net, table-game revenue set forth in
24 this subsection (h)(2) and net terminal income set forth in subsections (a)(1) and (a)(6); provided
25 further however, if in any state fiscal year either video-lottery games or table games are no longer
26 offered at a facility in the town of Tiverton owned by Twin River-Tiverton, LLC, then the state
27 shall not be obligated to make up the shortfall referenced in this subsection (h)(2); and

28 (3) Net, table-game revenue not otherwise disbursed pursuant to subsections (h)(1) and
29 (h)(2) shall be allocated to UTGR.

30 SECTION 6. [Authorization and Empowerment of State Lottery Division with respect to](#)
31 [Twin River](#). Notwithstanding any provisions of the general laws of the state or regulations adopted
32 thereunder to the contrary, including, without limitation, the provisions of chapter 2 of title 37,
33 chapter 61 of title 42, chapter 64 of title 42 and chapter 148 of title 42, the Division is hereby
34 authorized, empowered and directed to enter into an amendment to the UTGR Master Contract, or

1 an amended and restated UTGR Master Contract (the "UTGR Master Contract Amendment"),
2 which would extend the term of the UTGR Master Contract through the Extended Expiration Date
3 under the terms and conditions set forth therein as of the effective date of this act, amended as
4 follows:

5 (1) To obligate Twin River to build a fifty thousand (50,000) square foot expansion of its
6 gaming, entertainment and hotel facility located at 100 Twin River Road in Lincoln, Rhode Island;

7 (2) To obligate Twin River (directly or through another affiliate of TRWH) to lease at least
8 twelve thousand (12,000) square feet of commercial space in Providence through at least the
9 Extended Expiration Date (the "Twin River Providence Lease Obligation");

10 (3) To grant the Division the right to terminate the UTGR Master Contract if:

11 (i) TRWH (directly or through another Affiliates of TRWH) fails to perform the Twin
12 River Investment Obligation (as defined in Section 11 of this act); or (ii) Twin River fails to perform
13 the Twin River Providence Lease Obligation, in addition to any rights the Division has to terminate
14 the UTGR Master Contract; and

15 (4) Contain such other or such revised terms and conditions as the Division and Twin River
16 may agree.

17 SECTION 7. [Authorization and Empowerment of State Lottery Division with respect to](#)
18 [Twin River Tiverton](#). Notwithstanding any provisions of the general laws of the state or regulations
19 adopted thereunder to the contrary, including, without limitation, the provisions of chapter 2 of title
20 37, chapter 61 of title 42, chapter 64 of title 42 and chapter 148 of title 42, the Division is hereby
21 authorized, empowered and directed to enter into an amendment to the Twin River-Tiverton Master
22 Contract, or an amended and restated Twin River-Tiverton Master Contract (the "Twin River-
23 Tiverton Master Contract Amendment"), which would extend the term of the Twin River-Tiverton
24 Master Contract through the Extended Expiration Date under the terms and conditions set forth
25 therein as of the effective date of this act, amended to contain such other or such revised terms and
26 conditions as the Division and Twin River-Tiverton may agree.

27 SECTION 8. [Further authorization and empowerment of State Lottery Division with](#)
28 [respect to affiliates of IRWH](#). Notwithstanding any provisions of the general laws of the state or
29 regulations adopted thereunder to the contrary, including, without limitation, the provisions of
30 chapter 2 of title 37, chapter 61 of title 42, chapter 64 of title 42 and chapter 148 of title 42, the
31 Division is hereby authorized, empowered and directed to enter into a contract with Twin River,
32 Twin River-Tiverton or another affiliate of TRWH (the "TRWH Technology Provider License
33 Agreement") whereunder such affiliate of TRWH would be a Technology Provider from July 1,
34 2020 through December 31, 2021, and have the right to provide, and shall provide, all video lottery

1 terminals provided to the Division other than those that IGT and its affiliates have a right to provide
2 on July 1, 2020 pursuant to applicable law and efficiency formulas existing as of the effective date
3 of this act. Such TRWH Technology Provider License Agreement would contain such other terms
4 and conditions as the Division and the applicable affiliate of TRWH may agree.

5 SECTION 9. [Naming rights agreement](#). Notwithstanding any provisions of the general
6 laws of the state or regulations adopted thereunder to the contrary, the I-195 Redevelopment
7 District Commission (the "195 Commission") is hereby authorized to enter into a contract with an
8 affiliate of TRWH whereunder such affiliate of TRWH would agree to pay one hundred thousand
9 dollars (\$100,000) per year for the period from July 1, 2020 through the Extended Expiration Date
10 for the right during such period to name a park within the I-195 Redevelopment District, the naming
11 rights for which are controlled by the 195 Commission, and containing such other terms and
12 conditions as the 195 Commission and the affiliate of TRWH may agree (the "Naming Rights
13 Agreement").

14 SECTION 10. [Amendments to regulatory agreement involving TRWH and affiliates of](#)
15 [TRWH](#). Notwithstanding any provisions of the general laws of the state or regulations adopted
16 thereunder to the contrary, the Division and the state of Rhode Island department of business
17 regulation (the "DBR") are hereby authorized, empowered and directed to enter into an amendment
18 to the Amended and Restated Regulatory Agreement dated November 13, 2019 among the
19 Division, the DBR, TRWH, Twin River Management Group, Inc., UTGR, Inc. and Twin River-
20 Tiverton, LLC (the "Amended and Restated Regulatory Agreement"), which amendment (the
21 "Regulatory Agreement Amendment"), among other things, shall: (1) Authorize and permit an
22 affiliate of TRWH to invest in the Joint Venture; (2) Authorize and permit TRWH or an affiliate of
23 TRWH to pay six million five hundred thousand dollars (\$6,500,000) to IGT or the Division (at
24 IGT's election) in connection with the payment of the Second Intangible Asset Purchase Price; (3)
25 Eliminate the prohibition of sale-leaseback transactions relating to Rhode Island assets and
26 permitting such transactions subject to the review and approval of the Division and the DBR; (4)
27 Increase the "Maximum Leverage Ratio" (as defined in the Amended and Restated Regulatory
28 Agreement) to the lesser of 5.5:1 or the ratio set forth in TRWH's then-current senior credit
29 agreement (e.g., TRWH's Credit Agreement dated May 10, 2019, as such agreement may be
30 amended, amended and restated, or replaced); (5) Authorize and permit an affiliate of TRWH to
31 make capital expenditures to design, develop and construct the fifty thousand (50,000) square foot
32 expansion to Twin River's gaming, entertainment and hotel facility located at 100 Twin River Road
33 in Lincoln, Rhode Island; (6) Grant the Division the option to make proposals to TRWH that
34 TRWH locate in the state certain employees of affiliates of TRWH not located in the state (the

1 "TRWH Employee Location Obligation"); (7) Authorize and permit TRWH (directly or through
2 affiliates of TRWH) to invest or cause to be invested in the state during the period between the
3 effective date of the Regulatory Agreement Amendment and the Extended Expiration Date, in the
4 aggregate at least one hundred million dollars (\$100,000,000) (the "Twin River Investment
5 Obligation") in connection with: (i) Expanding and improving Twin River's gaming, entertainment
6 and hotel facility located at 100 Twin River Road in Lincoln, Rhode Island; (ii) Performing under
7 the UTGR Master Contract, as amended by the UTGR Master Contract Amendment; (iii)
8 Performing under the Twin River-Tiverton Master Contract, as amended by the Twin River-
9 Tiverton Master Contract Amendment; (iv) Performing under the TRWH Technology Provider
10 License Agreement (including all Video Lottery Terminals purchased by Affiliates of TRWH
11 through December 31, 2021); (v) Performing under the Naming Rights Agreement; and (vi)
12 Performing under the Amended and Restated Regulatory Agreement, as amended by the
13 Regulatory Agreement Amendment; and (8) Authorize and permit TRWH and affiliates of TRWH
14 to take such other actions as are necessary to fulfil the purposes and intention of this act.

15 SECTION 11. [Effective dates of amendments and agreements contemplated by this act.](#)

16 Notwithstanding any provisions of this act or any provision of the general laws of the state or
17 regulations adopted thereunder to the contrary: (1) The IGT Master Contract Amendment (which,
18 among other matters, will extend the term of the VLT Agreement to the Extended Expiration Date),
19 the Assignment and Assumption Agreement, the UTGR Master Contract Amendment, the Twin
20 River-Tiverton Master Contract Amendment, the TRWH Technology Provider License
21 Agreement, the Naming Rights Agreement, the Regulatory Agreement Amendment, the limited
22 liability company operating agreement between IGT or its affiliate and an affiliate of TRWH
23 relating to the Joint Venture and the associated contribution agreements between IGT and the Joint
24 Venture and between an affiliate of TRWH and the Joint Venture shall take effect on the same date,
25 and (2) No such agreements shall take effect until all such agreements take effect.

26 SECTION 12. [Inconsistencies.](#) Insofar as the provisions of this act are inconsistent with
27 the provisions of any other general or special law of the state, the provisions of this act shall control.

28 SECTION 13. [Agreement.](#) The state and IGT agree that the provisions of this act are not
29 intended to modify in any way the relative rights and obligations of the Division and IGT under the
30 IGT Master Contract Amendment.

31 SECTION 14. This act shall take effect upon passage.

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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF

A N A C T

ENABLING THE STATE LOTTERY DIVISION OF THE DEPARTMENT OF REVENUE TO
CONTRACT WITH IGT GLOBAL SOLUTIONS CORPORATION AND TWIN RIVER

1 This act would enable the state lottery division of the department of revenue to enter into
2 a contract extension with IGT Global Solutions Corporation and contract extensions with Twin
3 River and affiliates of Twin River.

4 This act would take effect upon passage.

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