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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2020

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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: Senators Ruggerio, Goodwin, McCaffrey, Conley, and Lynch Prata

Date Introduced: February 11, 2020

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

9           SECTION 2. Definitions.

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

12           (b) In this act:

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

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

18           (3) "Eligible Third Party" means any person which (acting jointly with IGT or at the

1 direction of IGT) owns, leases or finances any of the investment obligation assets;

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

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

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

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

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

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

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

32 (iv) Extend the term of the Instant Ticket Vending Machine Agreement dated October 21,  
33 1999 between IGT and the Division and IGT (the "Instant Ticket Vending Machine Agreement"),  
34 as amended (including, without limitation, pursuant to Section 8.2 of the IGT Master Contract),

1 for an additional twenty (20) years to the Extended Expiration Date;

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

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

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

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

15 (B) Central communication systems;

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

21 (D) Instant ticket vending machines;

22 (E) Instant tickets; and

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

24 (viii) Provide that:

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

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

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

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

1 (A) Invest or cause to be invested by an affiliate or an eligible third party in the  
2 aggregate at least one hundred fifty million dollars (\$150,000,000) in the state (the "Second  
3 Investment Obligation") in connection with acquiring interests in real property, leasehold  
4 improvements of real property and assets acquired in connection with the performance of  
5 obligations under the IGT Master Contract, as amended by the IGT Master Contract Amendment  
6 (the "IGT Amended Master Contract"), including, without limitation: (1) The second intangible  
7 asset purchase price; (2) Video lottery terminals purchased by IGT and affiliates of IGT during  
8 the period commencing on July 1, 2019 and expiring on December 31, 2021; (3) Video lottery  
9 terminals purchased by the joint venture during the period commencing on the JV Effective Date  
10 and expiring on the Extended Expiration Date (including, without limitation, video lottery  
11 terminals sold by IGT and other affiliates of IGT); and (4) Goods acquired in connection with the  
12 business operations of IGT or any affiliate in the state interests in real property, improving real  
13 property and performing its obligations under including, without limitation, the provision of  
14 goods in connection with the business operations of IGT or any affiliate in the state (the  
15 "Investment Obligation Assets");

16 (B) Employ, cause to be employed by an affiliate or cause to be self-employed in the  
17 state during each calendar year commencing with 2020 at least one thousand one hundred (1,100)  
18 full-time equivalent employees at compensation rates not less than one hundred fifty percent  
19 (150%) of the minimum wage in effect from time to time pursuant to § 28-12-3 (the  
20 "Employment Obligation");

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

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

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

32 (x) Grant the Division the right to terminate the IGT Amended Master Contract if: (A)  
33 IGT fails to perform the Second Investment Obligation; (B) IGT fails to perform the Employment  
34 Obligation; (C) IGT fails to perform the Taxable Compensation Obligation; or (D) IGT fails to

1 perform the Employee Location Obligation in addition to any rights the Division has to terminate  
2 the Video Lottery Agreement, the VLT Agreement, the Instant Ticket Vending Machine  
3 Agreement, the Instant Ticket Agreement and the Website Services Agreement;

4 (xi) Provide that the provisions regarding the Video Lottery Terminal efficiency process  
5 would be of no further force and effect for the period commencing on the JV Effective Date and  
6 expiring on the Extended Expiration Date, subject to the provisions of Section 4 of this act; and

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

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

1 marketing year for the period commencing on July 1, 2020 and expiring on the Extended  
2 Expiration Date.

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

6 **42-61.2-1. Definitions.**

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

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

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

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

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

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

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

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

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

1 [\(9\) "IGT" means IGT Global Solutions Corporation, a Delaware corporation.](#)

2 ~~(9)~~[\(10\)](#) "Licensed video-lottery retailer" means a pari-mutuel licensee specifically  
3 licensed by the director subject to the approval of the division to become a licensed video-lottery  
4 retailer.

5 ~~(10)~~[\(11\)](#) "Net table-game revenue" means win from table games minus counterfeit  
6 currency.

7 ~~(11)~~[\(12\)](#) "Net terminal income" means currency placed into a video-lottery terminal less  
8 credits redeemed for cash by players.

9 ~~(12)~~[\(13\)](#) "Newport Grand" means Newport Grand, LLC, a Rhode Island limited-liability  
10 company, successor to Newport Grand Jai Alai, LLC, and each permitted successor to and  
11 assignee of Newport Grand, LLC under the Newport Grand Master Contract, including, ~~but not~~  
12 ~~limited to~~ [without limitation](#), Premier Entertainment II, LLC and/or Twin River-Tiverton, LLC,  
13 [as defined in subsection \(33\) of this section](#), provided it is a pari-mutuel licensee as defined in §  
14 42-61.2-1 et seq.; provided, further, however, where the context indicates that the term is  
15 referring to the physical facility, then it shall mean the gaming and entertainment facility located  
16 at 150 Admiral Kalbfus Road, Newport, Rhode Island.

17 ~~(13)~~[\(14\)](#) "Newport Grand Marketing Year" means each fiscal year of the state or a  
18 portion thereof between November 23, 2010, and the termination date of the Newport Grand  
19 Master Contract.

20 ~~(14)~~[\(15\)](#) "Newport Grand Master Contract" means that certain master video-lottery  
21 terminal contract made as of November 23, 2005, by and between the division of lotteries of the  
22 Rhode Island department of administration and Newport Grand, as amended and extended from  
23 time to time as authorized therein and/or as such Newport Grand Master Contract may be  
24 assigned as permitted therein.

25 ~~(15)~~[\(16\)](#) "Online gaming account" means an account established at a hosting facility and  
26 opened by a patron in person on the premises of a hosting facility that a patron shall use for the  
27 deposit and withdrawal of funds used for online sports wagering.

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

1 of a hosting facility.

2 ~~(17)~~(18) "Online sports-wagering revenue" means:

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

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

6 (II) Marketing expenses related to online sports wagering as agreed to by the division, the  
7 sports-wagering vendor, and the host facilities, as approved by the division of the lottery; and

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

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

10 (I) Counterfeit cash.

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

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

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

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

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

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

22 ~~(19)~~(20) "Payoff," when used in connection with sports wagering, means cash or cash  
23 equivalents paid to a player as a result of the player's winning a sports wager. A "payoff" is a type  
24 of "prize," as the term "prize" is used in chapters 61, 61.2, and 61.3 of this title.

25 ~~(20)~~(21) "Premier" means Premier Entertainment II, LLC and/or its successor in interest  
26 by reason of the acquisition of the stock, membership interests, or substantially all of the assets of  
27 such entity.

28 ~~(21)~~(22) "Rake" means a set fee or percentage of cash and chips representing cash  
29 wagered in the playing of a nonbanking table game assessed by a table games retailer for  
30 providing the services of a dealer, gaming table, or location, to allow the play of any nonbanking  
31 table game.

32 ~~(22)~~(23) "Server-based gaming system" means all hardware, software, and  
33 communications devices that comprise a system utilized for the purpose of offering an electronic  
34 platform used in connection with the process of placing and accepting sports wagers.



1           ~~(23)~~(24) "Sporting event" means any professional sport or athletic event, any Olympic or  
2 international sports competition event, and any collegiate sport or athletic event, or any portion  
3 thereof, including, but not limited to, the individual performance statistics of athletes in a sports  
4 event or combination of sports events, except "sports event" shall not include a prohibited sports  
5 event.

6           ~~(24)~~(25) "Sports wagering" means the business of accepting wagers on sporting events or  
7 a combination of sporting events, or on the individual performance statistics of athletes in a  
8 sporting event or combination of sporting events, by any system or method of wagering. The term  
9 includes, but is not limited to, exchange wagering, parlays, over-under, moneyline, pools, and  
10 straight bets, and the term includes the placement of such bets and wagers. However, the term  
11 does not include, without limitation, the following:

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

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

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

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

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

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

28           ~~(26)~~(27) "Sports-wagering revenue" means:

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

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

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

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

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

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

2 (I) Counterfeit cash.

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

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

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

11 ~~(27)~~(28) "Sports-wagering vendor" means any entity authorized by the division of lottery  
12 to operate sports betting on the division's behalf in accordance with this chapter.

13 ~~(28)~~(29) "Table game" or "Table gaming" means that type of casino gaming in which  
14 table games are played for cash or chips representing cash, or any other representation of value  
15 that has been approved by the division of lotteries, using cards, dice, or equipment and conducted  
16 by one or more live persons.

17 ~~(29)~~(30) "Table-game retailer" means a retailer authorized to conduct table gaming  
18 pursuant to § 42-61.2-2.1 or § 42-61.2-2.3.

19 ~~(30)~~(31) "Technology provider" means any individual, partnership, corporation, or  
20 association that designs, manufactures, installs, maintains, distributes, or supplies video-lottery  
21 ~~machines~~ terminals or associated equipment for the sale or use in this state.

22 ~~(31)~~(32) "Tiverton gaming facility" (sometimes referred to as "Twin River-Tiverton")  
23 means the gaming and entertainment facility located in the town of Tiverton at the intersection of  
24 William S. Canning Boulevard and Stafford Road.

25 ~~(32)~~(33) "Twin River" (sometimes referred to as "UTGR") means UTGR, Inc., a  
26 Delaware corporation, and each permitted successor to and assignee of UTGR, Inc.; provided  
27 further, however, where the context indicates that the term is referring to a physical facility, then  
28 "Twin River" or "Twin River gaming facility" shall mean the gaming and entertainment facility  
29 located at 100 Twin River Road in Lincoln, Rhode Island.

30 ~~(33)~~(34) "Twin River-Tiverton" means Twin River-Tiverton, LLC and/or its successor in  
31 interest by reason of the acquisition of the stock, membership interests, or substantially all of the  
32 assets of such entity.

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

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

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

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

11 ~~(34)~~(39) "Video-lottery games" means lottery games played on video-lottery terminals  
12 controlled by the lottery division.

13 ~~(35)~~(40) "Video-lottery terminal" means any electronic computerized video game  
14 machine that, upon the insertion of cash or any other representation of value that has been  
15 approved by the division of lotteries, is available to play a video game authorized by the lottery  
16 division, and that uses a video display and microprocessors in which, by chance, the player may  
17 receive free games or credits that can be redeemed for cash. The term does not include a machine  
18 that directly dispenses coins, cash, or tokens.

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

22 **42-61.2-7. Division of revenue.**

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

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

28 (i) Except for the fiscal year ending June 30, 2008, nineteen one hundredths of one  
29 percent (0.19%), up to a maximum of twenty million dollars (\$20,000,000), shall be equally  
30 allocated to the distressed communities as defined in § 45-13-12 provided that no eligible  
31 community shall receive more than twenty-five percent (25%) of that community's currently  
32 enacted municipal budget as its share under this specific subsection. Distributions made under  
33 this specific subsection are supplemental to all other distributions made under any portion of  
34 general laws § 45-13-12. For the fiscal year ending June 30, 2008, distributions by community

1 shall be identical to the distributions made in the fiscal year ending June 30, 2007, and shall be  
2 made from general appropriations. For the fiscal year ending June 30, 2009, the total state  
3 distribution shall be the same total amount distributed in the fiscal year ending June 30, 2008, and  
4 shall be made from general appropriations. For the fiscal year ending June 30, 2010, the total  
5 state distribution shall be the same total amount distributed in the fiscal year ending June 30,  
6 2009, and shall be made from general appropriations, provided, however, that seven hundred  
7 eighty-four thousand four hundred fifty-eight dollars (\$784,458) of the total appropriation shall  
8 be distributed equally to each qualifying distressed community. For each of the fiscal years  
9 ending June 30, 2011, June 30, 2012, and June 30, 2013, seven hundred eighty-four thousand four  
10 hundred fifty-eight dollars (\$784,458) of the total appropriation shall be distributed equally to  
11 each qualifying distressed community.

12 (ii) Five one hundredths of one percent (0.05%), up to a maximum of five million dollars  
13 (\$5,000,000), shall be appropriated to property tax relief to fully fund the provisions of § 44-33-  
14 2.1 [repealed]. The maximum credit defined in subdivision 44-33-9(2) shall increase to the  
15 maximum amount to the nearest five dollar (\$5.00) increment within the allocation until a  
16 maximum credit of five hundred dollars (\$500) is obtained. In no event shall the exemption in  
17 any fiscal year be less than the prior fiscal year.

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

22 (iv) Except for the fiscal year ending June 30, 2008, ten one hundredths of one percent  
23 (0.10%), to a maximum of ten million dollars (\$10,000,000), for supplemental distribution to  
24 communities not included in subsection (a)(1)(i) distributed proportionately on the basis of  
25 general revenue sharing distributed for that fiscal year. For the fiscal year ending June 30, 2008,  
26 distributions by community shall be identical to the distributions made in the fiscal year ending  
27 June 30, 2007, and shall be made from general appropriations. For the fiscal year ending June 30,  
28 2009, no funding shall be disbursed. For the fiscal year ending June 30, 2010, and thereafter,  
29 funding shall be determined by appropriation.

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

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

34 (ii) On and after the effective date of the Newport Grand Master Contract, to the licensed,

1 video-lottery retailer who is a party to the Newport Grand Master Contract, all sums due and  
2 payable under said Master Contract, minus three hundred eighty-four thousand nine hundred  
3 ninety-six dollars (\$384,996).

4 (iii) Effective July 1, 2013, the rate of net, terminal income payable to the licensed,  
5 video-lottery retailer who is a party to the Newport Grand Master Contract shall increase by two  
6 and one quarter percent (2.25%) points. The increase herein shall sunset and expire on June 30,  
7 2015, and the rate in effect as of June 30, 2013, shall be reinstated.

8 (iv)(A) Effective July 1, 2015, the rate of net terminal income payable to the licensed  
9 video-lottery retailer who is a party to the Newport Grand Master Contract shall increase over the  
10 rate in effect as of June 30, 2013, by one and nine-tenths (1.9) percentage points. (i.e., x% plus  
11 1.9 percentage points equals  $(x + 1.9)\%$ , where "x%" is the current rate of net terminal income  
12 payable to the licensed, video-lottery retailer who is a party to the Newport Grand Master  
13 Contract). The dollar amount of additional net terminal income paid to the licensed video-lottery  
14 retailer who is a party to the Newport Grand Master Contract with respect to any Newport Grand  
15 Marketing Year as a result of such increase in rate shall be referred to as "Additional Newport  
16 Grand Marketing NTL."

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

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

32 (b)(i) Prior to the effective date of the UTGR master contract, to the present, licensed,  
33 video-lottery retailer at Lincoln Park, which is not a party to the UTGR master contract, twenty-  
34 eight and eighty-five one hundredths percent (28.85%), minus seven hundred sixty-seven

1 thousand six hundred eighty-seven dollars (\$767,687);

2 (ii) On and after the effective date of the UTGR master contract, to the licensed, video-  
3 lottery retailer that is a party to the UTGR master contract, all sums due and payable under said  
4 master contract minus seven hundred sixty-seven thousand six hundred eighty-seven dollars  
5 (\$767,687).

6 ~~(3)(i) To the technology providers that are not a party to the GTECH Master Contract as  
7 set forth and referenced in P.L. 2003, ch. 32, seven percent (7%) of the net, terminal income of  
8 the provider's terminals; in addition thereto, technology providers that provide premium or  
9 licensed proprietary content or those games that have unique characteristics, such as 3D graphics;  
10 unique math/game play features; or merchandising elements to video lottery terminals may  
11 receive incremental compensation, either in the form of a daily fee or as an increased percentage,  
12 if all of the following criteria are met:~~

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

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

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

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

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

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

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

33 (ii) Notwithstanding subsection (3)(i) of this section, there shall be subtracted from the  
34 payments to the exclusive technology provider the sum of six hundred twenty-eight thousand

1 [seven hundred thirty-seven dollars \(\\$628,737\); and](#)

2 [\(iii\) To IGT, all sums due and payable under the Video Lottery Agreement.](#)

3 (4)(A) Until video-lottery games are no longer operated at the Newport Grand gaming  
4 facility located in Newport, to the city of Newport one and one hundredth percent (1.01%) of net  
5 terminal income of authorized machines at Newport Grand, except that effective November 9,  
6 2009, until June 30, 2013, the allocation shall be one and two tenths percent (1.2%) of net  
7 terminal income of authorized machines at Newport Grand for each week the facility operates  
8 video-lottery games on a twenty-four-hour (24) basis for all eligible hours authorized; and

9 (B) Upon commencement of the operation of video-lottery games at Twin River-  
10 Tiverton's facility located in the town of Tiverton, to the town of Tiverton one and forty-five  
11 hundredths percent (1.45%) of net terminal income of authorized machines at the licensed, video-  
12 lottery retailer's facility located in the town of Tiverton, subject to subsection (g)(2); and

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

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

19 (ii) Effective July 1, 2013, provided that the referendum measure authorized by P.L.  
20 2011, ch. 151, article 25 as amended, section 4, is approved statewide and in the Town of  
21 Lincoln, the allocation shall be one and forty-five hundredths percent (1.45%) of net terminal  
22 income of authorized video-lottery terminals at Twin River, subject to subsection (h)(2); and

23 (5) To the Narragansett Indian Tribe, seventeen hundredths of one percent (0.17%) of net  
24 terminal income of authorized machines at Lincoln Park, up to a maximum of ten million dollars  
25 (\$10,000,000) per year, that shall be paid to the Narragansett Indian Tribe for the account of a  
26 Tribal Development Fund to be used for the purpose of encouraging and promoting: home  
27 ownership and improvement; elderly housing; adult vocational training; health and social  
28 services; childcare; natural resource protection; and economic development consistent with state  
29 law. Provided, however, such distribution shall terminate upon the opening of any gaming facility  
30 in which the Narragansett Indians are entitled to any payments or other incentives; and provided,  
31 further, any monies distributed hereunder shall not be used for, or spent on, previously contracted  
32 debts; and

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

34 (7) Payments into the state's general fund specified in subsections (a)(1) and (a)(6) shall

1 be made on an estimated monthly basis. Payment shall be made on the tenth day following the  
2 close of the month except for the last month when payment shall be on the last business day.

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

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

9 (d) Notwithstanding the above, the amounts payable by the division to the licensed,  
10 video-lottery retailer who is a party to the Newport Grand Master Contract related to the  
11 marketing program described in the Newport Grand Master Contract (as such may be amended  
12 from time to time) shall be paid on a frequency agreed by the division, but no less frequently than  
13 annually.

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

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

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

20 (i) Sixteen percent (16%) of net, table-game revenue, except as provided in § 42-61.2-  
21 7(f)(1)(ii);

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

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

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



1 follows:

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

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

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

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

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

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

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

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

10 SECTION 6. [Authorization and Empowerment of State Lottery Division with respect to](#)  
11 [Twin River](#). Notwithstanding any provisions of the general laws of the state or regulations  
12 adopted thereunder to the contrary, including, without limitation, the provisions of chapter 2 of  
13 title 37, chapter 61 of title 42, chapter 64 of title 42 and chapter 148 of title 42, the Division is  
14 hereby authorized, empowered and directed to enter into an amendment to the UTGR Master  
15 Contract, or an amended and restated UTGR Master Contract (the "UTGR Master Contract  
16 Amendment"), which would extend the term of the UTGR Master Contract through the Extended  
17 Expiration Date under the terms and conditions set forth therein as of the effective date of this act,  
18 amended as follows:

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

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

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

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

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

32 SECTION 7. [Authorization and Empowerment of State Lottery Division with respect to](#)  
33 [Twin River Tiverton](#). Notwithstanding any provisions of the general laws of the state or  
34 regulations adopted thereunder to the contrary, including, without limitation, the provisions of

1 chapter 2 of title 37, chapter 61 of title 42, chapter 64 of title 42 and chapter 148 of title 42, the  
2 Division is hereby authorized, empowered and directed to enter into an amendment to the Twin  
3 River-Tiverton Master Contract, or an amended and restated Twin River-Tiverton Master  
4 Contract (the "Twin River-Tiverton Master Contract Amendment"), which would extend the term  
5 of the Twin River-Tiverton Master Contract through the Extended Expiration Date under the  
6 terms and conditions set forth therein as of the effective date of this act, amended to contain such  
7 other or such revised terms and conditions as the Division and Twin River-Tiverton may agree.

8 SECTION 8. [Further authorization and empowerment of State Lottery Division with](#)  
9 [respect to affiliates of IRWH.](#) Notwithstanding any provisions of the general laws of the state or  
10 regulations adopted thereunder to the contrary, including, without limitation, the provisions of  
11 chapter 2 of title 37, chapter 61 of title 42, chapter 64 of title 42 and chapter 148 of title 42, the  
12 Division is hereby authorized, empowered and directed to enter into a contract with Twin River,  
13 Twin River-Tiverton or another affiliate of TRWH (the "TRWH Technology Provider License  
14 Agreement") whereunder such affiliate of TRWH would be a Technology Provider from July 1,  
15 2020 through December 31, 2021, and have the right to provide, and shall provide, all video  
16 lottery terminals provided to the Division other than those that IGT and its affiliates have a right  
17 to provide on July 1, 2020 pursuant to applicable law and efficiency formulas existing as of the  
18 effective date of this act. Such TRWH Technology Provider License Agreement would contain  
19 such other terms and conditions as the Division and the applicable affiliate of TRWH may agree.

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

29 SECTION 10. [Amendments to regulatory agreement involving TRWH and affiliates of](#)  
30 [TRWH.](#) Notwithstanding any provisions of the general laws of the state or regulations adopted  
31 thereunder to the contrary, the Division and the state of Rhode Island department of business  
32 regulation (the "DBR") are hereby authorized, empowered and directed to enter into an  
33 amendment to the Amended and Restated Regulatory Agreement dated November 13, 2019  
34 among the Division, the DBR, TRWH, Twin River Management Group, Inc., UTGR, Inc. and

1 Twin River-Tiverton, LLC (the "Amended and Restated Regulatory Agreement"), which  
2 amendment (the "Regulatory Agreement Amendment"), among other things, shall: (1) Authorize  
3 and permit an affiliate of TRWH to invest in the Joint Venture; (2) Authorize and permit TRWH  
4 or an affiliate of TRWH to pay six million five hundred thousand dollars (\$6,500,000) to IGT or  
5 the Division (at IGT's election) in connection with the payment of the Second Intangible Asset  
6 Purchase Price; (3) Eliminate the prohibition of sale-leaseback transactions relating to Rhode  
7 Island assets and permitting such transactions subject to the review and approval of the Division  
8 and the DBR; (4) Increase the "Maximum Leverage Ratio" (as defined in the Amended and  
9 Restated Regulatory Agreement) to the lesser of 5.5:1 or the ratio set forth in TRWH's then-  
10 current senior credit agreement (e.g., TRWH's Credit Agreement dated May 10, 2019, as such  
11 agreement may be amended, amended and restated, or replaced); (5) Authorize and permit an  
12 affiliate of TRWH to make capital expenditures to design, develop and construct the fifty  
13 thousand (50,000) square foot expansion to Twin River's gaming, entertainment and hotel facility  
14 located at 100 Twin River Road in Lincoln, Rhode Island; (6) Grant the Division the option to  
15 make proposals to TRWH that TRWH locate in the state certain employees of affiliates of TRWH  
16 not located in the state (the "TRWH Employee Location Obligation"); (7) Authorize and permit  
17 TRWH (directly or through affiliates of TRWH) to invest or cause to be invested in the state  
18 during the period between the effective date of the Regulatory Agreement Amendment and the  
19 Extended Expiration Date, in the aggregate at least one hundred million dollars (\$100,000,000)  
20 (the "Twin River Investment Obligation") in connection with: (i) Expanding and improving Twin  
21 River's gaming, entertainment and hotel facility located at 100 Twin River Road in Lincoln,  
22 Rhode Island; (ii) Performing under the UTGR Master Contract, as amended by the UTGR  
23 Master Contract Amendment; (iii) Performing under the Twin River-Tiverton Master Contract, as  
24 amended by the Twin River-Tiverton Master Contract Amendment; (iv) Performing under the  
25 TRWH Technology Provider License Agreement (including all Video Lottery Terminals  
26 purchased by Affiliates of TRWH through December 31, 2021 ); (v) Performing under the  
27 Naming Rights Agreement; and (vi) Performing under the Amended and Restated Regulatory  
28 Agreement, as amended by the Regulatory Agreement Amendment; and (8) Authorize and permit  
29 TRWH and affiliates of TRWH to take such other actions as are necessary to fulfil the purposes  
30 and intention of this act.

31 SECTION 11. [Effective dates of amendments and agreements contemplated by this act.](#)  
32 Notwithstanding any provisions of this act or any provision of the general laws of the state or  
33 regulations adopted thereunder to the contrary: (1) The IGT Master Contract Amendment (which,  
34 among other matters, will extend the term of the VLT Agreement to the Extended Expiration

1 Date), the Assignment and Assumption Agreement, the UTGR Master Contract Amendment, the  
2 Twin River-Tiverton Master Contract Amendment, the TRWH Technology Provider License  
3 Agreement, the Naming Rights Agreement, the Regulatory Agreement Amendment, the limited  
4 liability company operating agreement between IGT or its affiliate and an affiliate of TRWH  
5 relating to the Joint Venture and the associated contribution agreements between IGT and the  
6 Joint Venture and between an affiliate of TRWH and the Joint Venture shall take effect on the  
7 same date, and (2) No such agreements shall take effect until all such agreements take effect.

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

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

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

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LC004440  
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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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