

**CONTRACT ASSIGNMENT  
STATE OF NEW YORK  
NEW YORK STATE GAMING COMMISSION  
ORIGINAL CONTRACT NUMBER C110004  
POST ASSIGNMENT CONTRACT NUMBER C110004B**

**THIS CONTRACT ASSIGNMENT** (hereinafter referred to as the "Contract Assignment") is made this 9<sup>th</sup> day of June among (i) the State of New York, acting by and through New York State Gaming Commission with offices located at One Broadway Center, Schenectady, NY 12305 (hereinafter referred to as "the State") and (ii) GTECH Corporation, having a principal place of business at 10 Memorial Boulevard, Providence, Rhode Island, 02903, with Employer Identification Number 050389840 and NYS Vendor Number 1000020552 (hereinafter referred to as "Assignee"). The State and the Assignee are hereinafter collectively referred to as "the Parties."

**WHEREAS**, GTECH Printing Corporation, having its former principal place of business at 10 Memorial Boulevard, Providence, Rhode Island, 02903, with former Employer Identification Number 205698605 and former NYS Vendor Number 1000042519 (hereinafter referred to as the "Assignor") entered into a contract with the State (Original Contract Number: C110004, hereinafter "the Contract") for Lottery Instant Ticket Design, Development and Production for/to the State for specified consideration, all as fully described in the Contract; and

**WHEREAS**, Assignor was a 100% wholly-owned subsidiary of Assignee;

**WHEREAS**, pursuant to a Certificate of Merger filed with the Delaware Secretary of State, effective as of December 31, 2012, Assignor merged with and into the Assignee, with the Assignee assuming, by operation of Delaware law, all of the Assignor's rights and obligations under the Contract (the "Merger"); and

**WHEREAS**, the Assignee desires to accept the assignment of the Contract from the Assignor, upon the consent of the State; and

**WHEREAS**, the State has determined that the Assignee is a responsible vendor that has the capacity and capability to perform the Contract.

**NOW WITNESSETH** that the Parties agree as follows:

1. The Assignor, pursuant to the Merger and for good and valuable consideration, assigned, transferred and set over unto the Assignee all rights, title and interest in the Contract.
2. The Assignee warrants and represents there are no known liens against the Contract or against Assignor relating to the Contract at the time of the Merger or at this time and Assignee has no reason to believe any such liens will be filed in the future, which may result in a finding this Contract Assignment was made to avoid payment of such liens.

3. The Assignee shall provide all of the contract deliverables and comply with all the duties, obligations and requirements set forth in the Contract.
4. The Assignee assumes all responsibilities with regard to manner of performance of the Contract, including but not limited to, and only where applicable, professional liability and the furnishing valid certificates of insurance and bonds thereof to be effective as of the date this Contract Assignment is approved as described below, or on some other date agreed to by the parties, provided however, that there shall be no lapse or gaps in coverage afforded under such bonds and insurance to the State.
5. The Assignee shall defend, indemnify and save the State harmless from any claims, damages or causes of actions that the Assignor heretofore had, has or hereafter may have against the State arising out of the Contract.
6. The State reserves any and all rights of any kind or nature whatsoever which it may have against the Assignor and the State's consent to the assignment of the Contract is expressly conditioned upon the understanding that the Contract Assignment shall not operate to discharge any claims, demands or causes of action the State heretofore had, now has, or hereafter may have against the Assignor for or by any reason or any matter or thing whatsoever.
7. The contract created by the Assignment of the Contract by the Assignor to the Assignee shall be identified by the following Post Assignment Contract Number: C110004B.
8. The effective date of the Contract Assignment, for payment purposes, is December 31, 2012.
9. Pursuant to State Finance Law §§139-j and 139-k, an assignment is a "governmental procurement" and, therefore, there are certain restrictions on communications during the assignment process. Assignee is restricted from making "contacts" from the earliest notice of intent to assign the Contract through final approval of the Contract Assignment by the State ("restricted period") to other than designated staff unless it is a contact that is included among the statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified in the "Contract Assignment Directions." These provisions also require that State employees obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Assignee. Certain findings of non-responsibility may result in rejection of an Assignment and, in the event of two findings of non-responsibility within a four-year period, the Contractor is debarred from obtaining any governmental procurement contracts. Further information about these requirements, including the certification that must be filed by the Assignee, in accordance with New York State Finance Law §139-k, can be found on the OGS website:

[www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.htm](http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.htm)

The State reserves the right to terminate the Contract in the event it is found that the certification filed by the Assignee in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Assignee in accordance with the written notification terms of the Contract.

10. Appendix A (Standard Clauses for New York State Contracts) dated January 2014, is hereby incorporated.

11. Section 6 of Contract Number C110004, the Termination clause is amended to add paragraphs (d) and (e) as follows:

6. Termination.

(d) In the event of termination for convenience, Consultant will be compensated for costs incurred in accordance with the Agreement up to the date of termination of the Agreement.

(e) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Commission officials or staff, the Contract may be terminated by the Executive Director or his or her designee at the Contractor's expense where the Contractor is determined by the Executive Director or his or her designee to be non-responsible. In such event, the Executive Director or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

12. Section 15, Miscellaneous Provisions clause is amended to add paragraphs (d) and (e) as follows:

15. Miscellaneous Provisions.

(d) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Executive Director of the Commission or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

(e) The Executive Director of the Commission or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Executive Director of the Commission or his or her designee issues a written notice authorizing a resumption of performance under the Contract.


13. The Contract Assignment is subject to approval by the Attorney General and the Comptroller of the State of New York.

**IN WITNESS WHEREOF**, the parties hereto have caused the Contract Assignment to be duly executed on the day and year first above written.

**ASSIGNEE:** GTECH CORPORATION

By:   
**Signer, Title** Alan Eland,  
SVP & COO OF North America

**STATE AGENCY:** New York State Gaming Commission

By:   
**Signer, Title** Gardner S. Gorman  
Attorney General  
Executive Director

**APPROVED:**

For the Attorney General

APPROVED AS TO FORM  
BY ATTORNEY GENERAL  
By \_\_\_\_\_  
Date JUL 16 2014  
JUL 16 2014  
THOMAS P. DINAPOLI  
PROSECUTOR GENERAL


For the State Comptroller  
Thomas P. DiNapoli

APPROVED  
DEPT. OF AUDIT & CONTROL  
By \_\_\_\_\_  
Date JUL 25 2014  
Charlotte E. Brewster  
FOR THE STATE COMPTROLLER

STATE OF RHODE ISLAND )  
 ) SS.:  
COUNTY OF PROVIDENCE )

On this 9<sup>th</sup> day of June, 2014, before me personally came Alan Eland, to me known, who being duly sworn, did depose and say that he or she resides in North Kingstown, RI

(if the place of residence is in a city, include the house and street number), that he ~~or she~~ is the SVP & COO of North America of GTECH Corporation, the corporation which executed this contract, and that he ~~or she~~ was authorized to execute this contract on behalf of said corporation.

  
\_\_\_\_\_  
Erica Notarianni  
Notary Public  
My commission expires 8/16/2017

Notary Public

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

GTECH PRINTING CORPORATION

INTO

GTECH CORPORATION

(PURSUANT TO SECTION 253 OF THE GENERAL  
CORPORATION LAW OF DELAWARE)

GTECH Corporation, a Delaware corporation (the "Corporation") does hereby certify:

FIRST: That the Corporation was incorporated pursuant to the General Corporation Law of the State of Delaware on the 23<sup>rd</sup> day of December, 1980.

SECOND: That the Corporation owns all of the outstanding shares of each class of capital stock of GTECH Printing Corporation, a corporation incorporated on the 6<sup>th</sup> day of October, 2006, pursuant to the General Corporation Law of the State of Delaware.

THIRD: That the Corporation, by the following resolutions of its Board of Directors and the sole stockholder of GTECH Printing Corporation, duly adopted by the unanimous written consent of its members dated December 7, 2012 and filed with the minutes of the Board of Directors and the sole Stockholder on that date, determined to merge into itself GTECH Printing Corporation on the conditions set forth in such resolutions:

~~"RESOLVED, that the Corporation merge into itself its subsidiary, GTECH Printing Corporation and assume all of said subsidiary's liabilities and obligations; and~~

RESOLVED, that the President or any Senior Vice President of the Corporation, and the Secretary or Assistant Secretary of the Corporation, be and they are hereby directed to make, execute and acknowledge a certificate of ownership and merger setting forth a copy of the resolution to merge said GTECH Printing Corporation into the Corporation and to assume said subsidiary's liabilities and obligations and the date of adoption thereof and to file the same in the office of the Secretary of State of Delaware."

FOURTH: That the merger shall be effective on December 31, 2012 at 11:59 p.m.

FIFTH: That anything herein or elsewhere to the contrary notwithstanding, this merger may be amended, or terminated and abandoned by the Board of Directors of the Corporation at any time prior to the effective date of the merger.

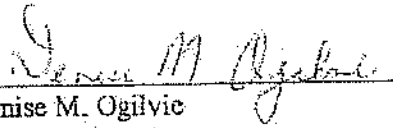
IN WITNESS WHEREOF, said GTECH Corporation has caused this Certificate to be signed 7<sup>th</sup>  
day of December, 2012.

GTECH CORPORATION

By: 

Michael K. Prescott  
Senior Vice President,  
General Counsel and Secretary

Attest:

  
Denise M. Ogilvie  
Assistant Secretary