

**REPORT OF THE  
LOTTERY OVERSIGHT SUBCOMMITTEE  
OF THE  
ARKANSAS LEGISLATIVE COUNCIL**

**October 16, 2015**

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Senator Sample and Representative Branscum:

The Lottery Oversight Subcommittee met Thursday, October 15, 2015, in Room B- MAC Building in Little Rock. The Subcommittee reviewed the following items:

1. Activities and operations of the Office of the Arkansas Lottery, with testimony from **Mr. Larry Walther**, Director, Arkansas Department of Finance and Administration (DF&A), and **Mr. Bishop Woosley**, Director, Office of the Arkansas Lottery.
2. Review of the Office of the Arkansas Lottery's Request for Qualifications (RFQ) for Business Plan and Consulting Services, with testimony from **Mr. Larry Walther**, Director, DF&A, **Mr. Bishop Woosley**, Director, Office of the Arkansas Lottery, and **Mr. Richard Bateson**, Commercial Director/Senior Vice President Sales & Marketing, Camelot Global.
3. Review of the Office of the Arkansas Lottery's Proposed Extension of the Scientific Games Contract, with testimony from **Mr. Larry Walther**, Director, DF&A, **Mr. Bishop Woosley**, Director, Office of the Arkansas Lottery.
4. Review of the Arkansas Department of Higher Education expenses for Fiscal 2015 for the reimbursable administrative costs associated with the scholarships awarded, and funded by the net proceeds of the Arkansas Lottery, with testimony from **Dr. Brett Powell**, Director, Arkansas Department of Higher Education.

Respectfully Submitted,

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Senator Jimmy Hickey, Co-Chair

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Representative Chris Richey, Co-Chair

**AGREEMENT FOR CONTRACTUAL SERVICES FOR BUSINESS PLAN AND  
CONSULTANCY SERVICES PURSUANT TO REQUEST FOR  
QUALIFICATIONS SP-15-0097**

THIS AGREEMENT, dated effective as of October \_\_\_\_, 2015 ("Effective Date"), by and between the Department of Finance and Administration Office of the Arkansas Lottery ("OAL"), P.O. Box 3238, Little Rock, AR 72203 and Camelot Global Services (North America) Inc. ("Camelot"), 1800 JFK Boulevard, Suite 300, Philadelphia, PA 19103, witnesses that the Parties have made the agreements set forth below:

**RECITALS**

WHEREAS, the State of Arkansas has, pursuant to Arkansas law, established the OAL and authorized the Director of the OAL ("Director") to enter into major procurement contracts including those for Consultancy Services; and

WHEREAS, the OAL issued a Request for Qualifications for Business Plan and Consultancy Services ("RFQ"); and

WHEREAS, upon evaluation of the proposals submitted in response to the RFQ, the OAL determined that the Camelot proposal dated July 17, 2015, ("Proposal") met or exceeded each of the requirements of the RFQ and was the Successful Vendor pursuant to the OAL's competitive proposal process; and

WHEREAS, based on in-depth evaluations of the Camelot Proposal, the OAL desires to enter into a contractual services agreement with Camelot to provide the scope of services specified in the RFQ; and

WHEREAS, Camelot desires to enter into such an agreement;

NOW, THEREFORE, in consideration of the above premises, and the mutual promises set forth below, and subject to compliance with Arkansas Law, the OAL and Camelot, with this agreement (the "Agreement"), hereby make the following agreements:

**AGREEMENTS**

1. Contract Elements and Incorporations by Reference and Order of Priority

The contract elements ("Contract Elements"), which are incorporated by reference, and the order of priority shall be as follows:

- a. The RFQ, (Exhibit A);
- b. Camelot RFQ response, (Exhibit B);

- c. Any OAL Purchase Orders issued pursuant to and subject to the terms of this Agreement, (Exhibit C);
- d. Arkansas Lottery Commission Rules for Claims in Contract or Tort, (Exhibit D);
- e. Arkansas Lottery Commission Procurement Contract and Vendor Rules, (Exhibit E); and
- f. Sample Calculations, (Exhibit F).

The terms of the Contract Elements may only be amended in writing and executed by the OAL and Camelot.

2. Term of Contract: The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2020 ("Initial Term"), with two (2) additional optional extension periods of twelve (12) months each ("Extension Period") (collectively, the Initial Term and the Extension Periods are the "Term"). This Agreement shall automatically renew for each optional Extension Period upon the same terms and conditions hereof unless either Party informs the other Party, in writing, of its intent not to renew at least ninety (90) days prior to the expiration of the then current Term. Both parties further agree that this Agreement may be terminated by either Party with thirty (30) days written notice to the other Party.

3. Consultancy Services:

- a. Camelot will deliver a Business Plan to the OAL within fourteen (14) weeks of the Effective Date.
- b. No later than five (5) days after Camelot delivers the Business Plan to the OAL, Camelot shall provide the OAL with a Price Sheet which itemizes the price of each service that Camelot includes in the Business Plan for which Camelot offers consultancy services for implementation. Pursuant to 3.2 G. of the RFQ, the OAL will negotiate the parameters and pricing of the consultancy services that it accepts. The OAL may negotiate the pricing of the consultancy services upon receipt of the Price Sheet or at the meetings referenced in subparagraphs 3.c., 3.d., and 3.e. below. The OAL will only utilize Camelot for consultancy services when the parties reach an agreement on pricing for said services.
- c. Within fifteen (15) days of delivery of the Price Sheet referenced in subparagraph 3.b. above, the OAL and Camelot's Managing Individuals will meet in Arkansas to develop a written plan that identifies the consultancy services that Camelot will provide to the OAL for implementation of the Business Plan through June 30, 2016. Camelot's payment for the consultancy services that it provides

pursuant to this written plan shall be as referenced in subparagraph 4.a.i. below.

- d. Within fifteen (15) days of delivery of the Price Sheet referenced in subparagraph 3.b. above, the OAL and Camelot's Managing Individuals will meet in Arkansas to develop a written plan that identifies the consultancy services that Camelot will provide to OAL for implementation of the Business Plan from July 1, 2016 through June 30, 2017.
- e. On or before January 31, 2017 and each year thereafter during the Term, the OAL and Camelot's Managing Individuals will meet in Arkansas (as part of the Arkansas Lottery's annual business planning process) to discuss implementation by the OAL and Camelot of the Business Plan for the coming Fiscal year.
- f. At the meetings described in subparagraphs 3.c., 3.d., and 3.e. above the OAL and Camelot's Managing Individuals shall agree, in writing, upon:
  - i. Amendments (if any) to the Business Plan;
  - ii. The portions of the Business Plan to be implemented in the coming Fiscal year;
  - iii. The Camelot personnel who will assist the OAL in implementing the Business Plan;
  - iv. A plan that identifies the consultancy services that Camelot will provide to OAL for implementation of the Business Plan by the OAL and Camelot for the coming Fiscal year; and
  - v. The agreed-upon pricing of the consultancy services that Camelot will provide for that Fiscal year.
- g. In no event shall a written work plan agreed upon pursuant to subparagraphs 3.c., 3.d., and 3.e. above obligate Camelot to provide consultancy services the value of which would exceed six hundred fifty thousand dollars (\$650,000.00) in any one Fiscal year according to the Price Sheet delivered pursuant to subparagraph 3.b. above.
- h. During the entire Term, Camelot's Project Manager or his or her designee shall appear before the Arkansas Legislative Council-Lottery Oversight Subcommittee ("Subcommittee") at least quarterly, or more frequently at the request of the Subcommittee, to update the Subcommittee on the status of the written plan referenced in subparagraphs 3.c. 3.d. and 3.e. above, and on the progress and

effectiveness of the consultancy services that Camelot has provided to the OAL in the preceding quarter.

- i. In the event a written plan developed by Camelot and the OAL must be revised pursuant to a directive by the Subcommittee, Camelot's Managing Individuals shall meet in Arkansas with the OAL to amend the written plan, as necessary. Any expense incurred by Camelot's Managing Individuals for attending a meeting pursuant to this subparagraph 3.i. shall be reimbursed in accordance subparagraph 4.b.
  - j. In order to enable Camelot to provide the "Consultancy Services" pursuant to this Agreement as described in Exhibit B the OAL will:
    - i. Provide mutually agreed upon financial and operational information and operational resources as may be reasonably required;
    - ii. Subject to reasonable notice being received, make available all OAL executives and OAL employees as mutually agreed to be reasonably necessary for Camelot to conduct its work;
    - iii. Respond within a reasonable time to questions and requests from Camelot, and in no case shall such timeframe exceed ten (10) business days; and
    - iv. Review, provide comment upon, and approve all deliverables in a reasonable timeframe, and in no case shall such timeframe exceed ten (10) business days;
  - k. Camelot shall provide services, staff, travel, equipment, programs and all other things necessary for it to complete the requirements of this Agreement.
  - l. Camelot shall not be obligated to perform consultancy services for any period for which a written plan has not been agreed upon pursuant to subparagraph 3.c., 3.d., or 3.e. above.
4. Compensation and Expenses:
- a. Base Compensation.
    - i. During the Fiscal year ending June 30, 2016, the OAL shall pay Camelot a Base Compensation sum of six hundred fifty thousand dollars (\$650,000.00) as follows:
      - 1. The OAL shall pay Camelot five hundred thousand dollars (\$500,000.00) within fifteen (15) days following the delivery of the Business Plan.

2. Beginning in November of 2015, the OAL shall pay Camelot the remaining amount of one hundred fifty thousand dollars (\$150,000.00) in equal monthly installments of eighteen thousand, seven hundred fifty dollars (\$18,750.00) within fifteen (15) days of receiving an invoice from Camelot.
- ii. For each Fiscal year following the Fiscal year ending June 30, 2016, the OAL shall pay to Camelot as Base Compensation an annual amount not to exceed six hundred fifty thousand dollars (\$650,000.00), payable in advance in twelve equal monthly installments within fifteen (15) days of receiving an invoice from Camelot throughout the Term. The actual amount of Base Compensation to be paid for each respective Fiscal year will be agreed upon at the annual meetings described in subparagraphs 3.d and 3.e. above. The actual amount of Base Compensation to be paid for a Fiscal year will be adjusted, as necessary, if the parties are required to amend the written plan developed at the annual meetings pursuant to a directive by the Subcommittee. Within ten (10) business days of amending the written plan pursuant to this section, Camelot shall invoice or issue a credit to OAL based upon the cost(s) of services included in the final amended plan.
  - iii. Camelot and the OAL mutually agree and understand that the Business Plan will include recommendations for consultancy services for each Fiscal Year of the Initial Term.
  - iv. The OAL expects to realize annual savings from the renegotiations of its payment obligations under its contract(s). Camelot will assist the OAL in renegotiating its payment obligation(s) under its contract(s). The OAL shall establish an accrual in its general ledger for the amounts owed to Camelot under the terms of this agreement in accordance with Arkansas law and Generally Accepted Accounting Principles (GAAP). Such accrual is expected to be funded through OAL's renegotiated contract savings.
  - v. If the renegotiated contract(s) referenced in subparagraph 4.a.iv. above have not been reviewed by the necessary legislative committees by December 1, 2015, either Party may terminate this Agreement by providing (10) days written notice to the other Party. In the event this Agreement is terminated under this subparagraph, Camelot's rights to compensation shall be limited to payment for its demonstrated time and materials costs expended between the Effective Date and termination date of this Agreement. In no event, however, shall the OAL's obligations under this subparagraph 4.a.v. exceed two hundred thousand dollars (\$200,000.00) which shall be

funded through the amount budgeted in the OAL's Fiscal year 2016 Operations Budget.

b. Expenses. In addition to Base Compensation as defined in subparagraph 4.a. above and Incentive Compensation as defined in subparagraph 4.c. below, the OAL will reimburse Camelot for mutually agreed-upon expenses. Camelot's right to reimbursement for Expenses shall not exceed one hundred thousand dollars (\$100,000.00) per Fiscal year.

- i. "Expenses" are defined as any cost associated with meals, airfare, lodging, mileage, parking and incidentals incurred by a Camelot representative while providing a service under this Agreement.
- ii. On a monthly basis, Camelot shall submit an invoice with original receipts for pre-approved Expenses to the Director of the Department of Arkansas Finance and Administration ("DFA") or his or her designee for review. Such Expenses shall be invoiced in accordance with the State's current travel regulations as set forth in the State's Accounting Procedures Manual.
- iii. Camelot shall receive reimbursement for pre-approved Expenses within fifteen (15) days of receipt by the OAL.
- iv. Camelot shall not receive reimbursement for any expense which is not pre-approved by the Director of DFA or his or her designee prior to the expenditure being made.
- v. After the delivery of the Business Plan, Camelot shall minimize expenses accrued to every extent possible by utilizing communications technology available including, but not limited to, teleconferencing and video conferencing to perform the services under this Agreement.

c. Incentive Compensation. Effective from the date of this Agreement, Camelot shall also be entitled to additional "Incentive Compensation". Incentive Compensation shall be calculated solely upon the OAL's achievement of Adjusted Operating Income (as defined in this Agreement) that exceeds the lower boundaries of the Tier 1, Tier 2 and Tier 3 Incentive Compensation Thresholds respectively, all as set forth in the table in subparagraph 4.c.i. below.

i. Incentive Compensation Thresholds.

The Tier 1, Tier 2 and Tier 3 Incentive Compensation Thresholds are as follows:

<b>Tier</b>	<b>Incentive Compensation Threshold lower boundary</b>	<b>Incentive Compensation Threshold upper boundary</b>	<b>Incentive Compensation receivable by Camelot</b>
Tier 1	\$72,287,393.00	\$80,000,000.00	Camelot shall receive 12.50% of that portion of Adjusted Operating Income in any applicable Fiscal Year that exceeds \$72,287,393.00 but is equal to or less than \$80,000,000.00 in such Fiscal Year
Tier 2	\$80,000,000.01	\$90,000,000.00	Camelot shall receive 13.75% of that portion of Adjusted Operating Income in any applicable Fiscal Year that exceeds \$80,000,000.00 but is equal to or less than \$90,000,000.00 in such Fiscal Year
Tier 3	\$90,000,000.01		Camelot shall receive 15.00% of that portion of the Incentive Compensation Base in any applicable Fiscal Year that exceeds \$90,000,000.00 in such Fiscal Year.

“Fiscal Year” means a fiscal year of the OAL ending June 30 of the relevant year.

For the avoidance of doubt, a worked example is shown in Exhibit F (2).

ii. Stub Agreement Year Calculations.

A “Stub Agreement Year” comprises that part of any Fiscal Year that does not cover a full Fiscal Year.

For the purposes of calculating Incentive Compensation in any Stub Agreement Year, the Incentive Compensation Thresholds amounts shall be prorated as follows:

Prorated Incentive Compensation Thresholds = Actual Number of Days Elapsed in Stub Agreement Year/number of days in that full Fiscal Year x Incentive Compensation Thresholds as specified in the table set forth in subparagraph 4.c.i. above.

For the avoidance of doubt, a worked example of the pro-rating mechanism is shown in Exhibit F (3).

iii. Adjusted Operating Income definition.



"Adjusted Operating Income" is defined as Operating Income before charging any expenses relating to 1) Services provided by the Arkansas Department of Higher Education, 2) Services provided by the Legislative Audit Agency, 3) Legal and professional services and 4) Depreciation.

For the purposes of calculating Incentive Compensation, Adjusted Operating Income shall also be before charging:

1. any expense that is inconsistent with the Business Plan developed by Camelot of a kind not incurred in any of the five years prior to 2015 and that impacts the calculation of Adjusted Operating Income by greater than one percent (1%) on an annual basis.
2. any Incentive Compensation payable to Camelot.

The "Statement of Revenues, Expenses, and Change in Net Position", as currently published each month in the Monthly Disclosure Report or any successor report (available at the following web address: <http://www.myarkansaslottery.com/reports> or any successor address), and a sample of which is attached to this Agreement as Exhibit F (4) (the "Statement"), shall be the report used to determine Adjusted Operating Income.

iv. Consistent accounting policies and basis of preparation.

In the event of a material change in the OAL's accounting policies and/or the basis of preparation of the Statement (e.g. a migration to a new set of accounting standards), the parties agree to restate Adjusted Operating Income so that it is consistent with the accounting policies or basis of preparation of the Statement as at the date of this Agreement. A "material change" shall be defined as any change which impacts the calculation of Adjusted Operating Income by greater than one percent (1%) on an annual basis.

v. Quarterly invoicing.

Following the end of each OAL quarter (ending on either September 30, December 31, March 31, or June 30), Camelot will invoice the OAL for any Incentive Compensation payable in respect of the previous quarter.

The OAL will pay Incentive Compensation within 30 days from receipt of invoice.

The quarterly Incentive Compensation will be calculated using the mechanism described in the table set forth in subparagraph 4.c.i. above, pro-rated as necessary for the number of days in a Stub Agreement Year and in line with the formula below.

Quarterly Incentive Compensation shall be calculated using the formula below (which Camelot and the OAL agree is a method of calculation only):

Incentive Compensation in respect of a quarter = Y less Z

Where:

Y is the cumulative Incentive Compensation chargeable at the end of the OAL quarter in respect of a Fiscal Year and

Z is the aggregate amount already invoiced to the OAL by Camelot in respect of that Fiscal Year.

In the event that Incentive Compensation already invoiced at the end of March 31 exceeds that due at the end of a Fiscal Year, then Camelot shall issue credit for such overpayment to the OAL.

vi. For the avoidance of doubt, Exhibit F includes worked examples of the Incentive Compensation mechanism:

1. A statement detailing the annualized Incentive Compensation Threshold lower boundary of seventy-two thousand, two hundred eighty-seven, three hundred ninety-three dollars (\$72,287,393.00);
2. An illustration of Incentive Compensation due in a Fiscal Year;
3. An illustration of Incentive Compensation due in a Stub Agreement Year;
4. A copy of the 'Statement of Revenues, Expenses, and Change in Net Position' for the month ending July 31, 2015.

vii. The Parties recognize that the Statement is unaudited, and the OAL typically does not receive audited figures until four (4) to six (6) months after the end of a Fiscal Year. OAL shall provide audited figures to Camelot within ten (10) business days of the official release of the prior Fiscal Year's audit report. If following

an audit, Adjusted Operating Income differs from that used as the basis for the calculation of Incentive Compensation, the Parties will recalculate Incentive Compensation payable for the prior Fiscal Year or, as the case may be, Stub Agreement Year.

viii. The Parties agree that if there is a recalculation of Incentive Compensation payable as described in subparagraph 4.c.vii. above, Camelot shall invoice or issue a credit to the OAL based upon the recalculated amounts within ten (10) business days of receipt of the audit report referenced in subparagraph 4.c.vii. above.

d. In order to compensate Camelot for its development of the Business Plan in compliance with this Agreement, Camelot's right to receive Incentive Compensation and the OAL's obligation to pay the Incentive Compensation shall be as follows:

i. In the event the OAL terminates this Agreement for any reason other than Camelot's default within twenty-four (24) months from the date of the execution of this Agreement, Camelot's right to receive Incentive Compensation and the OAL's obligation to pay Incentive Compensation shall be twelve and one half percent (12.5%) of the amount of Adjusted Operating Income greater than seventy-two thousand, two hundred eighty-seven, three hundred ninety-three dollars (\$72,287,393.00) for the remainder of Initial Term. The OAL shall not continue to pay Camelot Base Compensation or Expenses after the date of termination, but shall pay Camelot any Base Compensation earned and reimburse Camelot for any pre-approved Expenses incurred prior to the termination date.

ii. In the event the OAL terminates this Agreement for any reason other than Camelot's default from the first day commencing after the twenty-fourth month of the Agreement through the last day of the Initial Term of the Agreement, Camelot's right to receive Incentive Compensation and the OAL's obligation to pay Incentive Compensation shall be as set forth in subparagraph 4.c.i. above for the remainder of the Initial Term plus any Extension Period in force immediately before the time of such termination. The OAL shall not continue to pay Camelot Base Compensation or Expenses after the date of termination, but shall pay Camelot any Base Compensation earned and reimburse Camelot for any pre-approved Expenses incurred prior to the termination date.

iii. In the event the OAL terminates this Agreement for Camelot's default, Camelot shall only be entitled to receive Incentive

Compensation, Base Compensation and Expenses earned as of the date of termination of the Agreement. Camelot shall not however, be entitled to Incentive Compensation, Base Compensation, or Expenses earned as direct result of the default.

- iv. In the event Camelot terminates this Agreement for any reason other than the OAL's default, Camelot shall not be entitled to receive Incentive Compensation, Base Compensation or Expenses in any amount for any period following such termination.
- v. In the event Camelot terminates this Agreement for the OAL's default, Camelot shall be entitled to receive Incentive Compensation at a rate of twelve and one half percent (12.5%) of the Adjusted Operating Income above seventy-two thousand, two hundred eighty-seven, three hundred ninety-three dollars (\$72,287,393.00) for the remainder of the Initial Term plus an Extension Period in force immediately before the time of such termination. Camelot shall not be entitled to receive Base Compensation or Expenses after the date of termination, but OAL shall pay Camelot any Base Compensation earned and reimburse Camelot for any pre-approved Expenses incurred prior to the termination date.
- vi. For purposes of this Agreement, "default" shall be defined as failure by either Party to timely perform any of that Party's material obligations under this Agreement or any written plan developed by Camelot and the OAL pursuant to subparagraphs 3.c, 3.d., and 3.e, of this Agreement and a failure of that Party to cure such failure within ten (10) Business Days from receipt of written notice of such failure from the other Party.
- vii. "Default" shall not include an OAL decision or action which is inconsistent with the Business Plan developed by Camelot or any subsequent Camelot recommendation, or any portion of a written plan developed by Camelot and the OAL pursuant to subparagraphs 3.c., 3.d., or 3.e. of this Agreement or OAL's failure to perform an item in the Business Plan or the Business Plan developed by Camelot, or any subsequent Camelot recommendation, or any written plan developed by Camelot and the OAL pursuant to subparagraphs 3c., and 3.d., and 3.e. of this Agreement. The Parties understand that both Parties will operate in good faith, and the OAL will not pursue an action or decision or fail to perform pursuant to this subparagraph 4.d.vii. without a compelling reason including, but not limited to, a change in applicable law, or a directive or similar action by the Subcommittee or Governor of the State of Arkansas. The Parties

agree that should any circumstance arise whereby the OAL will not pursue an action or decision, or determines that it will fail to perform pursuant to this subparagraph 4.d.vii. they will, at the Parties' earliest convenience, meet to discuss the circumstance and determine if, and how, the written plan developed by Camelot and the OAL pursuant to subparagraphs 3.c., 3.d., or 3.e. of this Agreement should be amended accordingly. Any expense incurred by Camelot's Managing Individuals for attending a meeting pursuant to this subparagraph 4.d.vii. shall be reimbursed in accordance subparagraph 4.b.

- e. Unless determined to be in violation in public policy, all compensation including Base Compensation, Expenses, and Incentive Compensation due and payable to Camelot by the OAL shall be transmitted in gross amounts without deductions or withholdings therefrom.

#### 5. Additional Covenants

- a. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. Camelot hereby covenants and agrees that no person shall be excluded from participation in, or be denied benefits of, this Agreement, or be excluded from employment, denied any of the benefits of employment or otherwise be subjected to discrimination on the grounds of handicap or disability, age, race, color, religion, sex, national origin or ancestry, or any other classification protected by federal, Arkansas state constitutional, or statutory law. Camelot agrees to, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- b. Camelot further agrees to maintain documentation for all charges against the OAL under this Agreement or any modifications or amendments thereto. The books, documents, papers, accounting records, and other evidence pertaining to products and/or services to be provided or performed or money received under this Agreement:
  - i. shall be maintained for a period of five (5) full years from the date of the final payment; and
  - ii. shall be subject to audit or inspection at any reasonable time and upon reasonable notice by the OAL or its duly appointed representatives. Camelot agrees to make such materials available at its offices, and copies thereof shall be furnished to the OAL or its

duly appointed representative by Camelot, at no cost to the OAL or its duly appointed representative, if requested by the OAL or its duly appointed representative. Such records shall be maintained in accordance with any applicable provisions of generally accepted accounting principles (or other applicable accounting principles or policies) and any other applicable procedures established by the OAL from time to time.

- c. Camelot and the OAL shall be bound to confidentiality of any information that either Party stamps or otherwise marks as proprietary that its employees may become aware of during the course of performance of contracted services. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for termination of this Agreement.
- d. The parties agree that the OAL is subject to the Arkansas Freedom of Information Act ("AFOIA"). The parties further agree Camelot will stamp or otherwise mark any generated or provided document it considers to be proprietary prior to providing the document to the OAL. If the OAL receives an AFOIA request for a Camelot-generated or provided document that has been stamped or otherwise marked confidential, the OAL will notify Camelot of said request and allow Camelot to respond within twenty-four hours indicating whether or not it considers the requested information to fall under any exemption recognized by AFOIA and to take necessary steps to protect the confidentiality of the requested information.
- e. Camelot represents and warrants that its performance under this Agreement will not knowingly infringe any patent, copyright, trademark, service mark, or other intellectual property rights of any other person or entity and that it will not constitute the unauthorized use or disclosure of any trade secret of any other person or entity.
- f. The parties further agree that governance under this Agreement will be shared among Camelot, the Director of the OAL, and the Director of the DFA. The Director of DFA shall have final decision-making authority on behalf of the OAL and the Chief Executive Officer of Camelot shall have final decision-making authority on behalf of Camelot on all matters pertaining to this Agreement.
- g. Camelot shall be entitled to assign its rights and obligations under this Agreement to another company under common control with Camelot following thirty (30) days advance separate written notice to the Director of the OAL and the Director of DFA if neither the OAL Director nor the DFA Director has objected to the assignment during such period. Except as provided in this subparagraph S.g., this Agreement shall not be assignable nor the duties hereunder delegable by either Party without the prior written consent of the other Party.

- h. This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles, and each Party hereby submits to the exclusive jurisdiction of the Arkansas Courts. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the Department of Finance and Administration or Office of the Arkansas Lottery.

IN WITNESS WHEREOF, the parties have executed this Contractual Services Agreement on this \_\_\_\_\_ day of October, 2015.

ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION

\_\_\_\_\_  
Larry Walther  
Director

OFFICE OF THE ARKANSAS LOTTERY

\_\_\_\_\_  
Bishop Woosley  
Director

CAMELOT GLOBAL SERVICES (NORTH AMERICA) INC.

\_\_\_\_\_  
Nigel Railton  
President



STATE OF ARKANSAS  
**Department of Finance  
 and Administration**

OFFICE OF THE ARKANSAS LOTTERY

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October 14, 2015

The Honorable Jimmy Hickey, Co-Chair  
 The Honorable Chris Richey, Co-Chair  
 Arkansas Legislative Council Lottery Oversight Subcommittee  
 One Capitol Mall, Room R-501  
 Little Rock, AR 72201

***RE: Request for Review of Third Amendment to the Agreement for Contractual  
 Services for Instant Ticket Lottery Game Services***

Gentlemen:

The Department of Finance and Administration Office of the Arkansas Lottery ("Lottery") requests that the Arkansas Legislative Council Lottery Oversight Subcommittee ("ALC LOS") review the Third Amendment to the Agreement for Contractual Services for Instant Ticket Lottery Game Services between the Lottery and Scientific Games International ("SGI"). I respectfully request that this matter be included on the agenda of the October 15, 2015 ALC LOS meeting. The following information provides background on this matter:

1. The Lottery issued a Request for Proposal for Instant Ticket Lottery Game Services (RFP) on June 9, 2009, with a proposal opening date of July 23, 2009 and subsequent addendums dated June 30, 2009, and July 15, 2009, for the implementation, operation and maintenance of an Instant Ticket Games System (*See Exhibit A*).
2. Upon evaluation of the proposals submitted in response to the RFP, the Lottery determined that the SGI proposal dated July 27, 2009 met or exceeded each of the requirements of the RFP and was the Successful Vendor pursuant to the Lottery's competitive proposal process (*See Exhibit B*).
3. On August 18, 2009, the Lottery and SGI entered into an Agreement for Contractual Services for Instant Ticket Lottery Game Services ("Original Agreement") for SGI to provide a comprehensive solution to instant ticket operations, including the manufacture of instant tickets, warehousing, ordering, and distribution of instant tickets and marketing support services (*See Exhibit C*).
4. Term of Initial Agreement: The Original Agreement between the Lottery and SGI was for seven (7) years from the date of award, with an option for renewal up to three (3) additional times in one (1) year increments or a portion thereof (Term) (*See Exhibit C*).
5. First Amendment: The Lottery and SGI entered into a First Amendment to the Agreement for Contractual Services for Instant Ticket Lottery Games Services on August 18, 2012 (*See Exhibit D*).

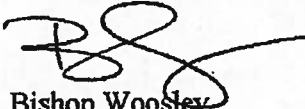


6. Second Amendment: The Lottery and SGI entered into Second Amendment to the Agreement for Contractual Services for Instant Ticket Lottery Game Services on December 9, 2014 (See Exhibit E).
7. Vendor or other parties to the proposed Third Amendment to the Agreement: Arkansas Department of Finance and Administration Office of the Lottery and Scientific Games International. The proposed Third Amendment is enclosed as Exhibit F.
8. Term of Proposed Third Amendment:
  - a. The Lottery exercises the remaining extensions under the Original Agreement such that the Term of the Agreement now expires on August 18, 2019.
  - b. Both parties agree to amend Section 2 of the Agreement to provide that the Term shall expire seven (7) years following the completion of the current Term, as extended herein, with said expiration date on August 18, 2026.
9. Value (cost or cost savings) projected for the proposed Third Amendment to the Agreement:
  - a. SGI agrees to reduce the aggregate percentage of sales from 1.81% to 1.30% of Net Sales (as this term is defined in the RFP) upon execution of the Agreement. The parties agree that the Properties Plus <sup>TM</sup> program and the use of Failsafe® by the Lottery shall continue throughout the extended term, except to the extent reasonably agreed upon by the parties in writing.
  - b. The parties agree that should the Net Sales of Lottery instant ticket sales exceed \$360,000,000 in a contract year of the Agreement, SGI shall receive a one-time bonus payment in an amount equivalent to 4.5% of all such incremental sales exceeding \$360,000,000. During the contract year running from August 18, 2015, through August 17, 2016, such bonus payment, if any, shall be calculated based on the total Net Sales of instant tickets for such contract year, then multiplied by the percentage of the contract year comprised of the period running from the effective date of this Third Amendment through August 17, 2016.
  - c. The new rate shall be effective for all sales of Lottery instant tickets as of the effective date of the Third Amendment.
  - d. SGI agrees to continue to provide, at no additional cost to the Lottery, an annual SOC 2 Type 2 audit of the Player's Club pursuant to all applicable AICPA Trust Service principles during the extension term.
  - e. SGI agrees to provide the Lottery with an Arkansas-specific Player Segmentation Study in accordance with the schedule and scope agreed upon by the parties at no additional cost to the Lottery.

The Honorable Jimmy Hickey  
The Honorable Chris Richey  
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October 14, 2015

10. Other Terms and Conditions: Except as amended by this Third Amendment, all other terms and conditions of the Agreement, including but not limited to the Recital, shall remain in effect as set forth therein.

Please call me if you have any questions or need additional information.



Bishop Woosley  
Director

Enclosures

cc: The Honorable Asa Hutchinson, Governor of Arkansas  
Mr. Larry Walther, Director, Arkansas Department of Finance and Administration

**THIRD AMENDMENT TO THE  
AGREEMENT FOR CONTRACTUAL SERVICES FOR INSTANT TICKET  
LOTTERY GAME SERVICES**

THIS THIRD AMENDMENT ("Third Amendment") TO THE AGREEMENT dated effective as of August 18, 2009, as amended (the "Agreement"), is entered into on this \_\_\_\_ day of October, 2015, by and between the Department of Finance and Administration Office of the Arkansas Lottery ("Lottery"), P.O. Box 3238, Little Rock, AR 72203 and Scientific Games International, Inc. ("SGI"), 1500 Bluegrass Lakes Parkway, Alpharetta, GA 30004, witnesses that the parties have made the agreements set forth below:

**RECITALS**

WHEREAS, the Lottery issued a Request for Proposal for Instant Ticket Lottery Game Services on June 19, 2009 with a proposal opening date of July 23, 2009 and subsequent addendums dated June 30, 2009 and July 15, 2009 ("RFP") for the implementation, operation and maintenance of an Instant Ticket Games System ("Gaming System"); and

WHEREAS, upon evaluation of the proposals submitted in response to the RFP, the Lottery determined that the SGI proposal dated July 27, 2009, ("Proposal") met or exceeded each of the requirements of the RFP and was the Successful Vendor pursuant to the Lottery's competitive proposal process; and

WHEREAS, the Lottery and SGI entered into an *Agreement for Contractual Services for Instant Ticket Lottery Game Services* ("Agreement") for SGI to provide a comprehensive solution to instant ticket operations, including the manufacture of instant tickets, warehousing, ordering and distribution of instant tickets and marketing support services on August 18, 2009; and

WHEREAS, the term of the Agreement was for seven (7) years from the date of award, with an option for renewal up to three (3) additional times in one (1) year increments or a portion thereof ("Term").

WHEREAS, the Lottery and SGI entered into a *First Amendment to the Agreement for Contractual Services for Instant Ticket Lottery Game Services* on August 18, 2012 ("First Amendment"); and

WHEREAS, the Lottery and SGI entered into a *Second Amendment to the Agreement for Contractual Services for Instant Ticket Lottery Game Services* on December 9, 2014 ("Second Amendment"); and

WHEREAS, the parties now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the above promises, and the mutual promises set forth below, and subject to compliance with Arkansas Law, the Lottery and SGI, hereby amend the Agreement as follows:

**A. Amendment to the Agreement**

1. The Lottery hereby exercises the remaining extensions under the Agreement such that the Term of the Agreement now expires on August 18, 2019.
2. The parties agree to amend Section 2 of the Agreement to provide that the Term shall expire seven (7) years following the completion of the current Term, as extended herein, with said expiration date on August 18, 2026.

3. SGI agrees to reduce the aggregate percentage of sales from 1.81% to 1.30% of Net Sales (as this term is defined in the RFP). The parties agree that the Properties Plus™ program and the use of Failsafe® by the Lottery shall continue throughout the extended term, except to the extent reasonably agreed upon by the parties in writing.

4. The parties agree that should the total Net Sales of Lottery instant ticket sales exceed \$360,000,000 in a contract year of the Agreement, SGI shall receive a one-time bonus payment in an amount equivalent to 4.5% of all such incremental sales exceeding \$360,000,000. During the contract year running from August 18, 2015 through August 17, 2016, such bonus payment, if any, shall be calculated based on the total Net Sales of instant ticket sales for such contract year, then multiplied by the percentage of the contract year comprised of the period running from the effective date of this Third Amendment through August 17, 2016.

5. The new rate shall be effective for all sales of Lottery tickets as of the Effective Date (as defined below) of this Third Amendment.

6. SGI agrees to continue to provide, at no additional cost to the Lottery, an annual SOC 2 Type 2 audit of the Player's Club pursuant to all applicable AICPA Trust Service principles during the extension term.

7. SGI agrees to provide the Lottery with an Arkansas-specific Player Segmentation Study in accordance with the schedule and scope to be agreed upon by the parties at no additional cost to the Lottery.

8. Except as amended by this Third Amendment, all other terms and conditions of the Agreement, including but not limited to the Recital, shall remain in effect as set forth therein.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on the \_\_\_\_ day of October, 2015 (the "Effective Date").

DEPARTMENT OF FINANCE & ADMINISTRATION  
OFFICE OF THE ARKANSAS LOTTERY

\_\_\_\_\_  
Name:

Title:

SCIENTIFIC GAMES INTERNATIONAL, INC.

\_\_\_\_\_  
Name:

Title: