



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

OFFICE OF THE ARKANSAS LOTTERY

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April 16, 2018

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

RE: Camelot Global AASIS Purchase Order No. 4501726106 and Corresponding Term
Contract No. 4600036646

Gentlemen:

The Department of Finance and Administration Office of the Arkansas Lottery (OAL) requests that the Arkansas Legislative Council authorize an increase of \$800,000.00 to Line No. 2 of the Camelot Global AASIS Purchase Order No. 4501726106. I respectfully request that this matter be included on the agenda of the April 19, 2018, ALC Lottery Oversight Subcommittee meeting. The following information provides background on this matter:

1. On November 30, 2015, OAL and Camelot Global Services (North America), Inc. (Camelot Global) entered into an Agreement for Contractual Services for Business Plan and Consultancy Services Pursuant to Request for Qualifications SP-15-0097 (Exhibit A).
2. Term of Contract: The initial term of the agreement became effective as of November 30, 2015, and terminates on June 30, 2020. There are two (2) additional optional extension periods of twelve (12) months each.
3. Terms of Compensation: The terms of compensation are as specified in the Agreement for Contractual Services (Exhibit A) and as specified in the Agreed-Upon Initiatives Agreement between John Skrimshire, Camelot Global, and Bishop Woosley, Office of the Arkansas Lottery, dated April 15, 2016 (Exhibit B).
4. AASIS Term Contract No. 4600036646, valid from 11/30/2015 through 06/30/2020 (Exhibit C), was created in AASIS to allow FY 2016 through FY 2020 payments to Camelot Global in accordance with the Agreement for Contractual Services and the Agreed-Upon Initiatives.

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5. AASIS Purchase Order 4501726106 (Exhibit D) was created in AASIS to allow FY 2018 payments to Camelot Global in accordance with the Agreement for Contractual Services and the Agreed-Upon Initiatives.
6. The FY 2018 Purchase Order authorized \$2,300,000.00 for Incentive Payments to Camelot Global. However, as of April 18, incentive compensation due to Camelot Global is \$3,000,212.00 (Exhibit E).

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

Respectfully submitted,



Bishop Wosley
Director

Enclosures

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

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

THIS AGREEMENT, dated effective as of November 30, 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);

Exhibit A

- 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:

Tier	Incentive Compensation Threshold lower boundary	Incentive Compensation Threshold upper boundary	Incentive Compensation receivable by Camelot

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 5.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 30 day of November, 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**

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April 15, 2016

John Skrimshire
Vice President Commercial Operations
Camelot Global Services (North America), Inc.
1800 JFK Boulevard, Suite 300
Philadelphia, PA 19103

RE: Agreed-Upon Initiatives

I send you this letter to memorialize our agreement as to the Business Plan Implementation initiatives and the corresponding costs of those initiatives for Fiscal Years 2016 and 2017. This letter confirms our agreement that the initiatives listed below and in Attachment "A" and "B" to this letter will be provided to the OAL at a reduced cost as outlined herein.

As listed in Attachment "B", the value of services proposed to be provided to the OAL for Fiscal Year 2016 by Camelot is \$321,257. Per our agreement, those services will be provided at a reduced cost of \$150,000 for Fiscal Year 2016. This cost corresponds with the amount that OAL may pay Camelot for consultancy services for Fiscal Year 2016 under the terms set forth in the consultancy contract executed in December 2015.

Also, as listed in Attachment "B", the value of services proposed to be provided to the OAL for Fiscal Year 2017 is \$933,632. Per our agreement, those services will be provided at a reduced cost of \$650,000 for Fiscal Year 2017. This cost corresponds with the amount that OAL may pay Camelot for consultancy services for Fiscal Year 2017 under the terms set forth in the consultancy contract executed in December 2015.

It should be noted that the pricing for both Fiscal Year 2016 and Fiscal Year 2017 does not include Camelot expenses which may be billed, as approved by the OAL, in an amount not to exceed \$100,000 during each of those two fiscal years. Those expenses will be proposed and considered as needed through the two fiscal years as the need arises.

Further, the Business Plan included a recommendation that the OAL budget \$995,000 for insight and research for Fiscal Year 2017. The parties have agreed that the original recommended budget will be reduced from \$995,000 to \$555,000 as listed in Attachment "B" to this letter. Both parties understand the OAL budget, which will include the budget for research, must be provided to and reviewed by the LOC. This budgeted amount will be used for insight and research as agreed upon by Camelot and the OAL through a vendor or firm agreed upon by the parties.

The parties agree that the following services will be provided to the OAL by Camelot in Fiscal Years 2016 and 2017 as set forth below and in Attachment "A" and "B" to this letter.

Exhibit B

April 15, 2016

Agreed-Upon Initiatives for Fiscal Years 2016 & 2017 (see attachments for detail)

Instants

1. Prize Maximization Program (I1)
2. Establish Range and Cat Principles, Extend Core Game Strat (I3)
3. Pre-Launch Program - Asst. Prod. Mgr (position tentative) & in-depth product design review (I2)
4. Review Dispenser Allocation & Pack Sizes (I4)
5. Tailor Product Ranges (I5)

Brand

1. Parent Brand Re-Appraisal (B1, B5)
2. Win Belief (B3)
3. Beneficiary Program (enhanced) (B4)

Draw Games

1. Brand Architecture (D1)
2. Establish New Product Development Process (D3, D3a)
3. Renovate NSJ (Output of establishing NPD Process) (D2)
4. New In State Bigger Lotto Format Game (D2a)

Marketing

1. Optimize Marketing Planning and Effectiveness Process - IMAP (M1 & M2 + M7 & M8)
2. Econometric Modelling (M3)
3. Develop regular play and repertoire play strategy (M5&M6)

Retail

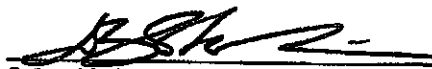
1. Optimize Retail Distribution (additional terminals C.600) (R1)
2. Perfect In Store Execution (PIE) -Implement agreed standards (R2)
3. Maximize TVM sales (R3)
4. Key Accounts (R4)
5. Value of Lottery (VOL) (R5)
6. Segment Estate (R6)
7. Future proofing lottery (soft launch debit cards *requires legislative changes) (R8)

By my signature below I acknowledge the agreed upon terms set forth in this letter and Attachments "A" and "B".



Bishop Woolley, Director
Office of the Arkansas Lottery

Date: 4/15/16



John Skrimshire, VP Com. Operations
Camelot Global Services, Inc.

Date: April 15th 2016

Attachments



STATE OF ARKANSAS

Term Contract

Vendor No. 100212900
 Contact
 Your reference SP-15-0097

CAMELOT GLOBAL
 1800 JFK BLVD STE 300
 PHILADELPHIA PA 19103

Contract No. 4600036646
 Date 01/29/2016

Contact Jacob A Saugey
 Telephone 501-371-6182
 Fax 501-324-9212

Our ref. ST
 Incoterms FOB
 DESTINATION

Send Invoice To:

DFA-Office of the Arkansas Lottery
 PO Box 3238
 Little Rock, AR 72203

Ship To:

DEPARTMENT OF FINANCE AND ADMINISTRAT
 OFFICE OF THE ARKANSAS LOTTERY
 124 W CAPITOL STE 1400
 LITTLE ROCK AR 72201

Valid from: 11/30/2015
 Valid to: 06/30/2020

Target value 8,750,000.00 USD
 State Contract SP-15-0097
 Business Area: 0613
 Cost Center: 390502
 Fund Center: 700613
 TO INSURE PROMPT PAYMENT USE THE CONTRACT NUMBER NOTED ABOVE ON ALL INVOICES AND INQUIRES.
 PLEASE SEND INVOICES TO THE BILL TO ADDRESS ABOVE.

TERM of Contract:
 The Initial term of this Agreement shall be effective as of November 30th, 2015 and terminate on June 30th, 2020, with two (2) additional optional extension periods of twelve (12) months each.

Item	Material/Description	Target Qty	Unit Price	Unit Measure	Amount
0001	10090178 PRO SERVICE,CONSULTANT,MANAGEMENT Base Compensation: (Business Plan): Base rate of \$650,000.00 Term: FY15.	650,000.00	Lump Sum	1.00	\$ 650,000.00
0002	10090178 PRO SERVICE,CONSULTANT,MANAGEMENT Base Compensation: (Consultancy Services): Base value: \$650,000.00 per year.	2,600,000.00	Lump Sum	1.00	\$ 2,600,000.00

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Marnie Davidson

Purchasing Official/Fiscal Officer

01/29/2016

Exhibit C



STATE OF ARKANSAS

Term Contract

Vendor No. 100212900
Contact
Your reference SP-15-0097

Contract No. 4600036646
Date 01/29/2016
Our reference ST

Item	Material/Description	Target Qty	UM	Unit Price	Amount
Projected Value: \$2,600,000.00 for four (4) years. Term: FY17 thru FY20 (July 1, 2016 to June 30th, 2020). Potential value of two (2) optional one (1) year extensions: \$1,300,000.00 or \$650,000.00 each year.					
0003	10090178 PRO SERVICE,CONSULTANT,MANAGEMENT Incentive Compensation: Estimated Value: \$1,000,000 per year.	5,000,000.00	Lump Sum	1.00	\$ 5,000,000.00
0004	10090178 PRO SERVICE,CONSULTANT,MANAGEMENT Expenses: Estimated value \$100,000.00 per year for duration of contract and potential extensions.	500,000.00	Lump Sum	1.00	\$ 500,000.00
Estimated Net Value					8,750,000.00

If you have questions regarding this Term Contract; please contact Alan Saugey at 501-371-6182 or Marnie Davidson at 501-324-9068.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.



Purchase Order

Vendor No. 100212900
 Contact
 Your reference 4600036646

CAMELOT GLOBAL
 1800 JFK BLVD STE 300
 PHILADELPHIA PA 19103

PO No. 4501726106
 Date 07/11/2017

Contact Jacob A Saugey
 Telephone 501-371-6182
 Fax 501-324-9212

Our ref. ST
 Incoterms FOB
 DESTINATION

Send Invoice To:

DFA-Office of the Arkansas Lottery
 PO Box 3238
 Little Rock, AR 72203

Ship To:

DEPARTMENT OF FINANCE AND ADMINISTRAT
 OFFICE OF THE ARKANSAS LOTTERY
 124 W CAPITOL STE 1400
 LITTLE ROCK AR 72201

Valid from: 07/01/2017
 Valid to: 06/30/2018
 Delivery Date: 07/11/2017

State Contract: 4600036646
 Business Area: 0613
 Cost Center: 390502
 TO INSURE PROMPT PAYMENT USE THE PURCHASE ORDER NUMBER NOTED ABOVE ON ALL INVOICES AND INQUIRES.
 PLEASE SEND INVOICES TO THE BILL TO ADDRESS ABOVE.

Item	Material/Description	Quantity	UM	Net Price	Net Amount
0001	10090178 PRO SERVICE,CONSULTANT,MANAGEMENT **Base Compensation: (Consultancy Services)** Base value: \$650,000.00 per year. Projected Value: \$2,600,000.00 for four (4) years. Term: FY17 thru FY20 (July 1, 2016 to June 30th, 2020). Potential value of two (2) optional one (1) year extensions: \$1,300,000.00 or \$650,000.00 each year. FY18 Estimated Value: \$535,500.00	535,500.00	ZLS	1.00	\$ 535,500.00
0002	10090178 PRO SERVICE,CONSULTANT,MANAGEMENT **Incentive Compensation** Estimated Value: \$1,000,000 per year of contract. FY18 Estimated Value: \$2,300,000.00	2,300,000.00	ZLS	1.00	\$ 2,300,000.00

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Marnie Davidson

Purchasing Official/Fiscal Officer

07/11/2017



STATE OF ARKANSAS

Purchase Order

Vendor No. 100212900
Contact
Your reference 4600036646

PO No. 4501726106
Date 07/11/2017
Our reference ST

Item	Material/Description	Quantity	UM	Net Price	Net Amount
0003	10090178 PRO SERVICE,CONSULTANT,MANAGEMENT **EXPENSES** Estimated value \$100,000.00 per year for duration of contract and potential extensions. FY18 Estimate: \$64,511.00	64,511.00	ZLS	1.00	\$ 64,511.00
				Net Value	\$ 2,900,011.00
Payment Terms: Payable immediately Due net		Total net item value USD including tax		\$ 2,900,011.00	

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

**DFA-Office of the Arkansas Lottery
Camelot Incentive Payments FY2018**

Date Paid	Description	Amount
8/7/2017	4th Qtr 2017	434,745.00
10/17/2017	1st Qtr 2018	773,099.00
1/26/2018	2nd Qtr 2018	460,468.00
1/26/2018	FY2017 Trueup	23,289.00
	Subtotal	\$ 1,691,601.00
	Due for 3rd Qtr 2018	1,308,611.00
	Total due in FY2018	\$ 3,000,212.00