

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

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES FOR BUSINESS PLAN AND CONSULTANCY SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS SP-15-0097 (this “First Amendment”), dated as of the latest date of signature below by either the OAL or Camelot (the “Effective Date”), is made and entered into by and between the Department of Finance and Administration Office of the Arkansas Lottery (“OAL”) and Camelot Global Services (North America) Inc. (“Camelot”).

WHEREAS, the OAL and Camelot are parties to that certain Agreement for Contractual Services for Business Plan and Consultancy Services Pursuant to Request for Qualification SP-15-0097 dated as of October __ 2015, (the “Agreement”); and

WHEREAS, the OAL and Camelot desire to modify certain terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings given in the Agreement.

2. **Amendments.** The Agreement shall be modified as follows:

(a) Section 3.a. is hereby amended to delete the existing text thereof and replace it with the following:

a. Camelot will deliver a Business Plan to the OAL within fourteen (14) weeks of the Effective Date. Within ten (10) business days following receipt of the Business Plan, the OAL shall provide written notice of its acceptance or rejection of the Business Plan. The right to reject the Business Plan shall not be unreasonably exercised. OAL’s acceptance of the Business Plan shall only constitute acceptance of the form and content of the Business Plan pursuant to the requirements set forth in the Request For Qualifications. It shall not constitute acceptance of the recommendations contained therein nor shall it affect the parties’ responsibilities as contained in subparagraphs 3.c. and 3.d.

(b) Section 3.b is modified to require Camelot to provide the OAL with the Price Sheet within the lesser of fifteen (15) days after Camelot delivers the business plan or five days after the OAL provides written notice of its acceptance of the Business Plan.

(c) Section 4.c.vi.1 is modified to provide that the Incentive Compensation Threshold lower boundary is seventy-two million, two hundred eighty-seven thousand, three hundred ninety-three dollars (\$72,287,393.00).

(d) Section 4.d is hereby amended to delete the existing text thereof and replace it with the following:

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 unless the OAL has rejected the Business Plan pursuant to subparagraph 3.a.:

(e) Section 4.d.i. is hereby modified to change seventy-two thousand, two hundred eighty-seven, three hundred ninety-three dollars (\$72,287,393.00) to seventy-two million, two hundred eighty-seven thousand, three hundred ninety-three dollars (\$72,287,393.00).

(f) Section 4.d.v. is hereby modified to change seventy-two thousand, two hundred eighty-seven, three hundred ninety-three dollars (\$72,287,393.00) to seventy-two million, two hundred eighty-seven thousand, three hundred ninety-three dollars (\$72,287,393.00).

3. Counterparts. This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopy or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Agreement; provided, however, that the telecopy or other electronic image shall be promptly followed by an original if required by the other party.

4. Ratification. Except as expressly set forth herein, there are no other amendments to the Contract. The Contract, as amended hereby, is hereby ratified and deemed to be in full force and effect.

[SIGNATURES FOLLOW IN IMMEDIATELY SUCCEEDING PAGE]

IN WITNESS WHEREOF, the parties have hereunto executed this First Amendment as of the Effective Date.

ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION

Larry Walther
Director
Date: October __, 2015

OFFICE OF THE ARKANSAS LOTTERY

Bishop Woosley
Director
Date: October __, 2015

CAMELOT GLOBAL SERVICES (NORTH AMERICA) INC.

Nigel Railton
President
Date: October __, 2015