

Market Research Regarding Alternative Approaches
For the Future of Lottery in New York State
C130005
Amendment 1

THIS AMENDMENT made this 9th day of December, 2013 by and between the NEW YORK STATE GAMING COMMISSION, DIVISION OF LOTTERY, an executive agency of the State of New York having an office at One Broadway Center, Post Office Box 7500, Schenectady, New York 12301-7500 (the "Commission"), and Camelot Global Services (North America), having an office at Suite 300, 1800 JFK Blvd, Philadelphia, PA 19103 (the "Consultant").

WHEREAS the parties entered into Contract Number C130005 (the "Agreement"), by and between the Lottery and the Contractor, for various services in connection with research and analysis of alternative approaches for the future of lottery in New York State, and additional services;

WHEREAS the Parties desire to amend the provisions of the Agreement in relation to the termination clause and Contractor's responsibility guarantees;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. Section 6 of Contract Number C130005, 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.

2. Section 14, Miscellaneous Provisions clause is amended to add paragraphs (d) and (e) as follows:

14. 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.

3. Original Agreement. All other provisions of Agreement Number C130005 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CAMELOT GLOBAL SERVICES

By: [Signature]
Title: DIRECTOR AND PRESIDENT
Date: 9/12/13

NEW YORK STATE
GAMING COMMISSION

By: [Signature]
Title: Chairman, New York State Gaming Board
Date: 9/12/13

ATTORNEY GENERAL

By: APPROVED AS TO FORM
NYS ATTORNEY GENERAL
Title: _____
Date: DEC 09 2013
Lorraine I. Remo
LORRAINE I. REMO
PRINCIPAL ATTORNEY

COMPTROLLER
Thomas P. DiNapoli

By: APPROVED
DEPT. OF AUDIT & CONTROL
Title: _____
Date: DEC 09 2013
Charlotte E. Brewer
FOR THE STATE COMPTROLLER


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3. Original Agreement. All other provisions of Agreement Number C130005 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CAMELOT GLOBAL SERVICES

By: 
Title: DIRECTOR AND PRESIDENT
Date: 9/12/13

NEW YORK STATE
GAMING COMMISSION

By: 
Title: Acting Director Division of Lottery
Date: December 9, 2013


ATTORNEY GENERAL

By: _____
Title: _____
Date: _____

COMPTROLLER
Thomas P. DiNapoli

By: _____
Title: _____
Date: _____

STATE OF ENGLAND)
) ss.:
COUNTY OF HERTS)

On this 9th day of December, 2013, before me personally came
Nigel Railton, to me known, who being duly
sworn, did depose and say that he or she resides in
 (if the
place of residence is in a city, include the house and street number), that he or she is
the Director and President of CAMELOT GLOBAL SERVICES, the
corporation which executed this contract, and that he or she was authorized to execute
this contract on behalf of said corporation.



Notary Public

*My Commission Expires
Upon My Death.*

Stephen John Down LLB TEP
Notary Public and Solicitor
64 Courtlands Drive, Watford
Herts, WD17 4HT, England
tel: +44 798 1026101

