

**FIRST AMENDMENT TO  
PRIVATE MANAGEMENT AGREEMENT**

This First Amendment to Private Management Agreement (this “**Amendment**”) is made and entered into as of January 10, 2018 (the “**Amendment Effective Date**”) by and between the State of Illinois, acting through the Department of the Lottery (the “**State**”), and Camelot Illinois LLC, an Illinois limited liability company, with corporate offices at 200 West Jackson Street, Suite 1100, Chicago, Illinois 60606 (“**Manager**”). The State and Manager are sometimes individually referred to herein each as a “**Party**,” and collectively as the “**Parties**.”

**Recitals**

WHEREAS, the State and Manager entered into a Private Management Agreement (the “**PMA**”), dated the 13th day of October, 2017 (the “**Agreement Effective Date**”); and

WHEREAS, the State and Manager desire to amend certain terms and provisions of the PMA on the terms and conditions set forth herein.

**Agreement**

NOW, THEREFORE, in consideration of the representations, warranties, promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree to the foregoing and as follows:

1. **Section 13.1.** Section 13.1 of the PMA is hereby deleted in its entirety and in lieu thereof, the following is inserted:

“**Term of Agreement.** The term of this Agreement (the “**Term**”) shall commence on the Agreement Effective Date and shall continue until the earlier of: (a) October 12, 2027 or (b) the date on which this Agreement terminates in accordance with this Section 13 (the “**Termination Date**”).”

2. “**Estimated Payment Fraction**”. The defined term “Estimated Payment Fraction” is hereby deleted in its entirety and in lieu thereof, the following is inserted:

“**Estimated Payment Fraction**” means a fraction, the numerator of which is one (1), and the denominator of which is the number of calendar months in the applicable Contract Year; provided, however, that if the Termination Date is October 12, 2027, the Estimated Payment Fraction for the Final Stub Year shall be a fraction, the numerator of which is one (1), and the denominator of which is four (4).”

3. **Exhibit 5.3.1.** Exhibit 5.3.1 is hereby deleted in its entirety and in lieu thereof, Exhibit 1 attached hereto is hereby inserted.

4. **Limited Modification.** Except to the extent amended or modified herein, all provisions of the Agreement remain in full force and effect.

**5. Counterparts.** This Amendment may be executed in any number of counterparts, including signatures via facsimile or PDF attached to an email, each of which shall constitute an original and all of which together shall constitute but one and the same original document.

**\*\*\*Signatures Follow\*\*\***

**In Witness Whereof**, the Parties have caused this Amendment to be signed by their duly authorized officers, as of the day and year written above.

**State:**

Illinois Department of the Lottery

By: \_\_\_\_\_

Name: Gregory H. Smith

Title: Acting Director

Date: *Jan 10, 2018*

By: \_\_\_\_\_

Name: Annice M. Kelly

Title: General Counsel

Date: *1/10/18*

By: \_\_\_\_\_

Name: Carol Radwine

Title: Chief Financial Officer

Date: *1/10/18*

**Camelot:**

Camelot Illinois LLC

By: \_\_\_\_\_

Name: Adam Barry

Title: Vice President

Date: *January 10 2016*