

Agenda Item #5.1

2021 HBPA CONTRACT

This agreement ("Agreement") is entered into this 16 day of November 2020, by and between Centaur Acquisition, LLC, an Indiana limited liability company ("Indiana Grand") and the Indiana Horsemen's Benevolent and Protective Association, Inc., an Indiana not-for-profit corporation ("HBPA").

WHEREAS, the HBPA is a trade organization composed of owners and trainers of Thoroughbred race horses ("HBPA Members");

WHEREAS, the HBPA represents that it is the "horsemen's association" representing Thoroughbred owners and trainers for purposes of I.C. 4-31-8-6 and the "horsemen's group" representing Thoroughbred owners and trainers for purposes of 15 U.S.C. § 3001, *et seq.*; and

WHEREAS, the HBPA provides benevolent programs and other services for HBPA Members and their employees who are engaged in racing at Indiana Grand's racing facility; and

WHEREAS, the parties hereto strive to foster a close and understanding relationship among horsemen, HBPA Members, the HBPA, and Indiana Grand;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. Term of Agreement. This Agreement shall be effective from January 1, 2021 – December 31, 2021 and, unless sooner terminated as provided herein, shall remain effective until the effective date of the contract executed for the 2022 racing meet ("Term").
2. Scope of Agreement. Except as otherwise specifically set forth herein, this Agreement shall apply only to race meetings and pari-mutuel wagering conducted at the Indiana Grand racing facility at Shelbyville, Indiana ("Racetrack") and to pari-mutuel wagering conducted at satellite wagering facilities licensed to Indiana Grand and located in the State of Indiana ("Satellite Facility").
3. Exclusive Representation. The HBPA is the exclusive representative of HBPA Members and of all Thoroughbred owners and trainers stabled at Indiana Grand or who have horses approved for entry in Thoroughbred races at Indiana Grand.
4. Horsemen's Account. Indiana Grand will maintain a separate account, to which Indiana Grand shall credit all amounts required or allowed pursuant to the terms of this Agreement and from which Indiana Grand shall pay all amounts required pursuant to the terms of this Agreement, including money owing to Thoroughbred horsemen regarding purses, stakes, rewards, claims and deposits ("Thoroughbred Horsemen's Purse Account"). All portions of purse money

shall be made available to earners thereof within forty-eight (48) hours (dark days and Sundays excluded) after the result of the race in which such money was earned has been declared official, unless the stewards shall order money withheld until final adjudication of a dispute determining which persons are entitled to such money in dispute. No portion of such money, other than jockey fees and amounts required or permitted by this Agreement, shall be deducted by Indiana Grand unless requested in writing by the person to whom such monies are payable or his duly authorized representative.

For each race cancelled because of inclement weather, mechanical failure, electrical failure, or for any other reason, the owner shall be reimbursed Seven Hundred Fifty Dollars (\$750.00) from the Thoroughbred Horsemen's Purse Account for each horse entered in the cancelled races ("Cancellation Fee"). No reimbursement shall be made in the event that: (1) notice of cancellation is posted in the racing office, texted to those subscribing to the Indiana Grand texting service and posted on the Indiana Grand website eight (8) or more hours prior to post time; or (2) a horse has been scratched prior to the cancellation of the race. Indiana Grand will make best efforts to run back any race that is cancelled, in which case Indiana Grand shall not be required to pay any Cancellation Fee.

Indiana Grand shall on a monthly basis furnish the President and Executive Director of HBPA a detailed schedule showing all deposits made to and expenses paid from the Thoroughbred Horsemen's Purse Account for the preceding month.

5. Payment for Administrative expenses. For the period January 1, 2021, through December 31, 2021, Indiana Grand shall deduct 3% (three percent) from the allocations to the Thoroughbred Horsemen's Purse Account described in Section 7, and pay such amounts to the HBPA to be used by the HBPA solely at its discretion for its administrative expenses and for services to its members. Such payments shall be made by Indiana Grand throughout the term of the Agreement in current monthly installments as such funds are received, regardless of overpayment/underpayment in the Thoroughbred Horsemen's Purse Account. No deduction shall be made by Indiana Grand for its own administrative expenses from gaming funds allocated to the Thoroughbred Horsemen's Purse Account.
6. Race Cards; Simulcasting.
 - A. Minimum Number. During the live race meet at the Racetrack, Indiana Grand agrees to hold a minimum of nine (9) live races (as long as it does not cause an overpayment of purses during the meet) per card, with additional race(s) provided there is an adequate supply of Thoroughbred horses. The HBPA shall use its best efforts to supply Indiana Grand with an adequate supply of horses to conduct each race meet covered by the Agreement. Indiana Grand shall be allowed to simulcast additional Thoroughbred races to supplement the live race card.

- B. Simulcast Signal. Indiana Grand in its sole discretion will decide the price or cost, type, time and schedule of all simulcast signals to, and from, the Racetrack and to each Satellite Facility, on all days including live race days. The cost of such simulcast signals shall be reasonable market rates as determined by Indiana Grand.
 - C. HBPA Authorization. During the Term, the HBPA authorizes Indiana Grand to negotiate and contract with simulcast receiving facilities, including off track wagering facilities located outside Indiana, which are subject to the Interstate Horse Racing Act of 1978, 15 U.S.C. §3001, et. seq. (Act), for the conduct of off-track Thoroughbred wagering. Indiana Grand will inform, and seek the approval of, the HBPA prior to Indiana Grand sending its signal to any receiving jurisdiction outside of Indiana.
7. Allocations to Purses. During the term of this Agreement and except as otherwise provided herein, Indiana Grand shall credit the following amounts to the Thoroughbred Horsemen's Purse Account for disbursement, in complete satisfaction of Indiana Grand's obligation for purses, under the following situations:
- A. Live Racing. When Thoroughbred racing is live at the Racetrack, eight percent (8%) of the live gross handle generated at the Racetrack shall be credited to the Thoroughbred Horsemen's Purse Account as prescribed by state statute.
 - B. Satellite Wagering - In-State. When Thoroughbred racing is live at the Racetrack, five percent (5%) of the live gross handle generated by said live racing at any Indiana Grand Satellite Facility shall go to the Thoroughbred Horsemen's Purse Account as prescribed by state statute.
 - C. Satellite Wagering - Out-of-State. When Indiana Grand simulcasts a Thoroughbred race run live at the Racetrack to an out-of-state facility, 50% of the net receipts generated by simulcasting on that race, including any source market fees and distribution and communication fees received by Indiana Grand (net of reasonable expenses incurred by Indiana Grand) on the simulcast of that Thoroughbred race run live at the Racetrack, shall go to the Thoroughbred Horsemen's Purse Account. For purposes of this Subsection C, "net receipts" shall mean all funds received by Indiana Grand under the applicable contracts less any applicable excise taxes.
 - D. Simulcast Receiving. Purse Allocations. When a race is simulcast to the Racetrack or a Satellite Facility, five percent (5%) of gross handle generated by simulcasting on that race shall be allocated between the Thoroughbred Horsemen's Purse Account, Indiana Grand Standardbred Purse Account, and the Indiana Grand Quarter Horse Purse Account according to Indiana Horse Racing Commission ("IHRC") rule.

- E. Source Market Fees Received. Any net source market fees, as defined in the Indiana Code, Title 4, Article 31, Chapter 7.5, Section 18, collected by Indiana Grand from a secondary pari-mutuel organization offering advanced deposit wagering and licensed by the IHRC, pursuant to a contract with Indiana Grand, shall be distributed in the manner prescribed by IC 4-31-7.5-18.
- F. Definitions. For purposes of this Section 7:
- (1) "Gross handle" means all sums wagered by patrons less refunds.
 - (2) "Net revenues" means the gross handle on such race or races reduced only by money returned to patrons by refund or payoff, pari-mutuel taxes due and payable and host track fees.
 - (3) "Live racing" and "live race meeting" mean the entire period that a live race meeting is in progress, from the first race day of the meeting through the last day of it, inclusive of all days between.
 - (4) "Net source market fees" means the difference between source market fees received by Indiana Grand from a licensed secondary pari-mutuel operator minus the amount of all reasonable expenses incurred by Indiana Grand to generate source fees.

8. Purses.

- A. Purse Schedules and Condition Books. Using its best judgment in estimating attendance, pari-mutuel handle, and breakage, Indiana Grand shall establish a tentative average daily overnight purse schedule for each race meeting and will exercise due care to avoid underpayment or overpayment of purses at all race meetings.

Indiana Grand will also deliver to the HBPA, within thirty (30) days before each race meeting, its first condition book and proposed purse schedules. Indiana Grand will send a copy of its stall application blank and stakes purse program to the President of the HBPA, and subsequent condition books for the race meet will be furnished to the President of the HBPA ten (10) days prior to printing, barring unforeseen circumstances.

The condition book shall state that the racing secretary will card any Indiana Bred Allowance or maiden race(s) carried over from the previous day and any race listed in the body of the book which receives eight (8) or more betting interests at entry time unless the total of all such carried over races and races for that day exceed the number of races being carded for that day.

- B. Overpayment - Underpayment of Purses. Indiana Grand will make its best effort to ensure that all amounts credited to the Thoroughbred Horsemen's Purse Account under the terms of this Agreement are paid out by the end of the 2021 Thoroughbred meet. Further, Indiana Grand will meet with HBPA on a bi-weekly basis to review the status of the Thoroughbred Horsemen's Purse Account at the request of the HBPA.
- C. Minimum Purses. No Thoroughbred race shall be run at Indiana Grand during the Term of this Agreement with a purse less than the minimum purse established by the IHRC for any race meeting, but in no event less than Eight Thousand Dollars (\$8,000.00).
- D. Purse Notices. The pari-mutuel handle, the pari-mutuel handle commission, breakage and purse distribution figures, and the percentage figures that represent the relationship between purses and the total of pari-mutuel income and breakage shall be posted on the bulletin board in the Racing Secretary's office each day of a race meeting. Indiana pari-mutuel handle figures shall be provided within forty-eight (48) hours after they are available to the President of the HBPA at the address provided in Section 23 of this Agreement.
- E. Stakes Race Purses. Indiana Grand may, at its sole option, apply purse money to either purses for Stakes Races ("Stakes Race Purses") or purses for overnight races. If the total amount paid by Indiana Grand to horsemen in Stakes Race Purses in any calendar year exceeds eighteen percent (18%) of the total amount paid in purses, such excess shall not be used to satisfy any of Indiana Grand's purse obligations under this Agreement. For the 2021 race meet, Indiana Grand shall not materially change its stakes schedule from the schedule that had been approved for the 2020 race meet prior to the closure of the property caused by the COVID-19 pandemic. Prior to being advertised, any changes to the stakes schedule or stakes purses in the 2021 race meet may be made by Indiana Grand with the consent of the President of the HBPA, which consent shall not be unreasonably withheld.

F. Payment of Purses. Indiana Grand agrees to distribute purses in the following manner, excluding stakes:

<u>No. of Starters</u>	2	3	4	5	6	7	8	9	10	11	12
First	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Second	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Third		10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Fourth			6%	6%	5%	5%	5%	5%	5%	5%	5%
Fifth				4%	3%	3%	2%	1%	1%	1%	1%
Sixth					2%	1%	1%	1%	1%	1%	1%
Seventh						1%	1%	1%	1%	¾ %	½ %
Eighth							1%	1%	1%	¾ %	½ %
Ninth								1%	½ %	½ %	½ %
Tenth									½ %	½ %	½ %
Eleventh										½ %	½ %
Twelfth											½ %

For any races with less than five (5) starters, all extra purse monies revert to the Thoroughbred Horsemen's Purse Account.

G. 2021 Purse Distribution. Notwithstanding anything to the contrary set forth in this Agreement, purses will be distributed for the 2021 race meeting based upon a reasonable estimate of purse money to be generated from all sources during the Term. Actual purse money generated and not paid during the live meet, in addition to purse money

generated after that date through December 31, 2021, from whatever source, shall be allocated to the appropriate purse account for the 2022 racing year in accordance with the rules of IHRC.

- H. Payment of Trainer's Fee. Except as otherwise provided herein, Indiana Grand shall deduct a ten percent (10%) trainer's fee from each purse paid for horses finishing first, second, or third ("Trainer's Fee"). The Trainer's Fee shall be deposited in the account maintained by Indiana Grand for the benefit of the trainer of record for the horse that earned the purse. An owner, lessee or trainer of a horse may elect to instruct Indiana Grand to not deduct the Trainer's Fee by delivering to Indiana Grand (Attn: Horsemen's Bookkeeper) a written statement signed by the owner or lessee that the Trainer's Fee is not to be deducted from the purse awarded to a specific horse ("Election Statement"). The Election Statement shall be effective on the third race day immediately following the date upon which the Election Statement was received by Indiana Grand.
- I. Purse Reports. The Director of Racing will provide the HBPA President and Executive Director with an up-to-date purse report every week, beginning when the live race meet starts, until the final week of live racing is captured on the report.

9. Other Revenues.

- A. Media Rights. If Indiana Grand shall increase its annual revenues from the sale or licensing to a third party of its television, radio or other media transmission rights, including cable, network or subscription transmissions, but excluding interstate and intrastate simulcasting pursuant to which revenues are paid under this Agreement ("Media Rights"), Indiana Grand and the HBPA shall negotiate an appropriate adjustment to Thoroughbred purses in the year the increased revenue is earned by and paid to Indiana Grand. Prior to execution, Indiana Grand shall notify the members of the Racing Committee, as defined in Section 12 of this Agreement, of the material terms and conditions of all contracts it negotiates under the terms of which it sells or licenses its Media Rights and shall give consideration to the position expressed by the HBPA members. In no event shall this or any other provision of this Agreement be construed or interpreted as an admission or acknowledgment by Indiana Grand that any person, entity or group other than Indiana Grand has a proprietary right in or to the Media Rights relating to any event hosted and/or sponsored by Indiana Grand.
- B. Sponsorship Revenues. Indiana Grand shall pay to the Thoroughbred Horsemen's Purse Account an amount equal to thirty percent (30%) per

year of all monies paid to Indiana Grand by third parties in consideration for which the payer receives the right, either alone or with other consideration, to have its name, logo or other identification of its choosing identified with one or more Thoroughbred horse races, conducted and run by Indiana Grand at the Racetrack. Sponsorship revenues subject to this provision shall be limited to monies paid in cash or equivalent to Indiana Grand and shall not include the value of "in kind" contribution or payments of goods or services flowing from said third parties to Indiana Grand. In no event shall this or any other provision of this Agreement be construed or interpreted as an admission or acknowledgment by Indiana Grand that any person, entity or group other than Indiana Grand has a proprietary right in or to any sponsorship revenues, except as specifically set forth herein.

10. Shared Trakus Expense. HBPA authorizes and directs Indiana Grand to deduct from the Thoroughbred Horsemen's Purse Account each month HBPA's share of the daily Indiana Grand Trakus fee, which share shall be determined as follows:

Daily Fee x number of race days in the month ÷ 2, x number of Thoroughbred races ÷ the total number of Thoroughbred and Quarter horse races = HBPA Trakus Share (HBPA Share).

EXAMPLE: \$750 x 20 days ÷ 2 x $\frac{160}{200}$ = \$6,000.00 is HBPA Share.

A. Shared TVG Expense. HBPA authorizes and directs Indiana Grand to deduct from the Thoroughbred Horsemen's Purse Account one-half (1/2) of the programming fees Indiana Grand pays to TVG to broadcast Thoroughbred races originating from Indiana Grand's racetrack.

B. Shared Reduced Takeout Expense. HBPA authorizes and directs Indiana Grand to deduct from the Thoroughbred Horsemen's Purse Account one-half (1/2) of the amount of any reduced takeout Indiana Grand actually suffers, which is approved by the IHRC. Such deductions shall not exceed four and three-fourths percent (4 $\frac{3}{4}$ %) of the amount wagered on any particular race at Indiana Grand or its Satellite Facility.

11. Stalls and Track Facilities.

A. Stalls and Track Facilities. Indiana Grand shall make available stall space to Thoroughbred horsemen during each race meeting without charge. The racing strip, barns, dormitories and other facilities at the Racetrack ("Backside Facilities") necessary for training purposes shall be made available by Indiana Grand without charge to horsemen who have stalls allocated for the upcoming race meeting 35 days prior to the beginning of the current meet barring unforeseen circumstances, as determined in the reasonable discretion of

Indiana Grand after consultation with the HBPA. The track kitchen facilities will open two weeks prior to the race meet, and the barn area and dormitories shall also open 35 days prior to beginning of meet. Indiana Grand shall make water and electricity available to each barn during the above periods without charge and will, at its own expense, keep the racetrack properly harrowed and watered during the periods before and after the end of each race meeting.

Each owner of a horse that is permitted by Indiana Grand to remain on the grounds throughout the offseason commencing on November 19, 2020, is required to apply for a stall for such horse for the 2021 racing meet, is not guaranteed a stall for the 2021 racing meet and, if granted a stall for the 2021 racing meet, shall not be entitled to the same stall utilized during the offseason.

In addition, during the racing season, Indiana Grand will make the racing surface available for training (6) days per week beginning 35 days prior to beginning of current meet and continuing thereafter until the end of live racing. The starting gate to be available 2 weeks prior to beginning of current meet for schooling and work outs five (5) days per week. Clockers will be available six (6) days per week during training and prior to the meet.

After the 2021 meet has ended, Indiana Grand will allow horsemen to keep their horses stabled in stalls in the barn area for fourteen (14) days following the conclusion of the 2021 meet, without cost to the HBPA or HBPA Members. Commencing on the Monday following the conclusion of the 2021 meet and continuing until the opening for the 2022 live race season meet, the race track will be open for training Mondays through Fridays, with starting gates set two (2) times per week and a clocker on duty three (3) times per week.

- B. Vendors. Indiana Grand may not impose upon horsemen any exclusive arrangement concerning farriers, feed men, tack supplies, or any other suppliers or providers of service customarily used by owners and trainers. Indiana Grand will use reasonable efforts to keep unlicensed persons in the above categories off its premises.
- C. Stall Applications for the 2021 Race Meet. Before the race meeting, Indiana Grand shall establish a reasonable cutoff date for the submission of stall applications. Indiana Grand shall, in the exercise of its sole business judgment, approve or disapprove applications for stalls. The conditions for stabling shall be as set forth on Exhibit A hereto and such conditions shall not be materially modified without the consent of the HBPA. Indiana Grand will consider, among other things, the following criteria in allocating stalls to horsemen for use during race meetings:

- (1) The general quality of the horses listed on the stall application;
- (2) The quality of the racetrack(s) where the horses listed on the stall application have previously raced;
- (3) The number of starts a trainer listed on the application has made at past Indiana Grand race meetings;
- (4) The financial and professional integrity of the trainer listed on stall application;
- (5) The total number of stalls requested by a trainer in relation to the number of unallocated stalls;
- (6) The best interest of Indiana Grand and Thoroughbred racing;
and
- (7) Investments made in Indiana horses and farms.

By accepting a stall, a horseman shall be required to use his or her best efforts to run his or her horses during the race meeting consistent with each horse's physical condition and fitness and the race conditions.

D. Stall Applications for the 2021-2022 Offseason. Before November 4, 2021, Indiana Grand shall establish a cutoff date for the submission of stall applications. Indiana Grand shall, in the exercise of its sole business judgment, approve or disapprove applications for stalls. The location of any stall shall be assigned by Indiana Grand in its sole discretion. The conditions for stabling shall be as set forth on Exhibit A hereto and such conditions shall not be materially modified without the consent of the HBPA. Indiana Grand will consider, among other things, the following criteria in allocating stalls to horsemen for use during the 2021-2022 offseason:

- (1) The volume and quality of participation of the horses and trainer listed on the stall application at the 2021 race meeting;
- (2) The financial and professional integrity of the trainer listed on stall application;
- (3) The total number of stalls requested by a trainer in relation to the number of stalls the trainer used and the number of horses they started at Indiana Grand during the 2021 race meeting;
- (4) The best interest of Indiana Grand and Thoroughbred racing;
and
- (5) The age of the horse. In no event shall a horse two-years-old or younger be allowed on the grounds prior to February 1, 2022.

12. Racing Committee. During the Term of this Agreement, Indiana Grand and the HBPA shall organize and maintain a joint committee ("Racing Committee"). The HBPA shall not appoint more than four (4) representatives to the Racing Committee. Indiana Grand shall not appoint more than four (4) representatives to the Racing Committee. The Racing Committee shall meet upon the written request of either the HBPA or Indiana Grand. The Racing Committee shall meet as needed to discuss such things as possible "house rule" changes, backside issues, promotion, publicity, track conditions, other matters that relate to attendance, pari-mutuel handle, the quality of racing, health benefit programs, death benefits, drug and alcohol abuse programs, and any other program that will aid and assist the racing industry in Indiana to care for its personnel at the highest possible level. The Racing Committee shall keep minutes of its discussions, recommendations and decisions. Either party may invite a representative of the IHRC to any of these meetings if it so desires.
13. Dues Collection. HBPA has imposed membership dues on HBPA Members in the amount of \$10.00 per horse per start at the Racetrack ("Dues"). Dues shall be collected from each owner, on behalf of the owner and trainer. Indiana Grand agrees to deduct Dues from the accounts it maintains for HBPA Members and remit the Dues to HBPA in the month immediately following the month when the Dues were collected.
14. Uplink and Related Transmission Expenses. HBPA authorizes and directs Indiana Grand to deduct from the Thoroughbred Horsemen's Purse Account \$100 per race, for every live thoroughbred race run from the Thoroughbred Horsemen's Purse Account to help defray the satellite uplink costs and related transmission expenses for export Simulcasting.
15. Representations and Warranties.
 - A. HBPA. In addition to the representations and warranties contained elsewhere in this Agreement, the HBPA warrants, represents and covenants that:
 - (1) This Agreement has been approved by the Board of Directors of the HBPA;
 - (2) This Agreement is valid and enforceable according to its terms;
 - (3) The HBPA is the "horsemen's association" representing Thoroughbred owners and trainers for purposes of I.C. 4-31-8-6 and the "horsemen's group" representing Thoroughbred owners and trainers for purposes of 15 U.S.C. § 3001, *et seq.*;

- (4) The HBPA and its officials shall not participate in any delay, interruption, or dispute, or otherwise cause temporary or permanent cessation or suspension of racing at Indiana Grand during any race meeting and that they will not threaten, intimidate, interfere with or interrupt any agent, servant or employee of Indiana Grand or another person participating in racing at Indiana Grand;
- (5) Each HBPA official shall use all of his or her powers of persuasion and all legal means at their disposal to ensure that all HBPA Members and other backside personnel comply with the terms of this Agreement;
- (6) The HBPA and its officials shall use their best efforts to respond to requests for consents and other approvals by Indiana Grand in a timely and business-like manner, considering the need of Indiana Grand to move quickly and decisively;
- (7) This Agreement will be made available for review by HBPA Members and all other licensed owners, trainers, employees and backside personnel at the HBPA office;
- (8) The HBPA shall use its best efforts to ensure that the backside area of the Racetrack is maintained in a safe, clean and orderly condition;
- (9) The HBPA shall not discriminate against horsemen at Indiana Grand who are not members in connection with any provision of this Agreement; and
- (10) The HBPA shall use its best efforts to provide health and welfare benefits to backstretch personnel.

B. Indiana Grand. In addition to the representations and warranties contained in this Agreement, Indiana Grand warrants, represents and covenants that:

- (1) This Agreement has been approved by its General Manager of Racing;
- (2) Indiana Grand and its officers, managers and employees shall not without good cause participate in any delay, interruption, or dispute, or otherwise cause temporary or permanent cessation or suspension of racing at Indiana Grand during any race meeting and shall not threaten, intimidate or otherwise coerce any horsemen, HBPA Member, employee or representative thereof;

- (3) Indiana Grand shall use its best efforts to keep the backside area of the Racetrack in a safe, clean, and orderly condition;
 - (4) Indiana Grand shall use its best efforts to assist the HBPA in developing health and welfare programs for backstretch personnel; and
 - (5) Indiana Grand shall use its best efforts to reschedule any programmed race lost due to cancellation.
16. Governmental Approval. Nothing contained in the Agreement shall be construed as requiring either party to perform any term or terms when such performance is contrary to law or requires prior governmental approval; provided, however, both parties shall use their best efforts to obtain governmental approval if such is required, including approval by the IHRC.
17. Threats of Boycotts by Individual Members. In the event any representative of the HBPA becomes aware of any HBPA Member or Members who is or are threatening to boycott a race at the Racetrack, or any member or members of any horsemen's group or individual horsemen threatening to do likewise, then, in such event, the HBPA shall call a general meeting of horsemen. Notice of such meeting shall be provided to Indiana Grand under Section 23 of this Agreement and Indiana Grand shall be given an opportunity to appear at such general meeting for the purpose of explaining its position regarding the controversy.
18. Right to Terminate.
 - A. Boycotts. If, during the Term, Indiana Grand is prevented from conducting a scheduled race due to the concerted action of HBPA Members, the HBPA, or any of its officers or directors, which results in a boycott of a scheduled race, then, in such event, Indiana Grand shall have the right to terminate this Agreement by giving written notice to the HBPA. The HBPA shall have until 10:00 A.M. Eastern time of the next day to prevent the boycott of future races and to provide evidence to Indiana Grand that any threatened boycott has been prevented. If the HBPA fails to prevent the boycott by that time, then Indiana Grand may terminate this Agreement immediately without further action or notice to the HBPA. Such termination shall not constitute an election of remedies nor shall it constitute a waiver of Indiana Grand's other remedies in law or equity.
 - B. Default. Without limiting Indiana Grand's right under Subsection A of this Section, either party may terminate this Agreement upon the other party's failure to substantially perform as required under the terms of this Agreement and such failure continues for fifteen (15) days following the date written notice of default, describing the failure or default in reasonable detail, is provided pursuant to Section 23 of this Agreement.

Such termination shall not constitute an election of remedies nor shall it constitute a waiver of a party's other remedies in law or equity.

19. Indemnification. The HBPA shall indemnify and hold harmless Indiana Grand from and against any damage, deficiency, loss, action, judgment, cost and expense (including reasonable attorneys' fees) resulting from any claim, demand or cause of action made or brought by a member, or other person, because of any payment made to the HBPA pursuant to the provisions of this Agreement.
20. Further Assurances. The HBPA and Indiana Grand shall execute such assignments, instruments and documents and shall give such further assurances as may be necessary to accomplish the purpose and intent of this Agreement.
21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument
22. Rights of Others. Nothing contained in this Agreement shall be construed as giving an HBPA Member a preference with respect to the eligibility to race, to obtain stalls, to share in purses, to purchase admission tickets for racing events or to participate in any benefit provided by Indiana Grand to horsemen.
23. Notices. All notices, requests, demands or other communications as may be required by this Agreement shall be in writing and, if mailed, shall be by certified mail, return receipt requested, and shall be deemed given when received by the party to whom notice is directed. For purposes of this Agreement, the following are the representatives to be noticed and the addresses of the parties, unless and until a different representative or address is provided by a party in a written notice given as provided in this Section:

Indiana Grand:

Eric Halstrom, GM of Racing
4300 N. Michigan Road
Shelbyville, IN 46176

Copy to:

Mike Rich, SVP & GM
4300 N. Michigan Road
Shelbyville, IN 46176

HBPA:

Joe Davis
President Indiana HBPA
PO Box 228
Fairland, IN 46126

Copy to:

Brian Elmore
Executive Director Indiana HBPA
PO Box 228
Fairland, Indiana 46126

24. Waivers. No waiver of any breach of this Agreement or any terms hereof shall be effective unless such waiver is in writing and signed by the party against whom such


waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or any subsequent breach.

25. Applicable Law. This Agreement is executed and delivered in the State of Indiana and shall be construed and enforced in accordance with the laws of that state.
26. Severability. If any provision of this Agreement is declared invalid by any tribunal, or becomes invalid or inoperative by operation of law, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
27. Assignment. This Agreement shall not be assigned by the HBPA without the written approval of Indiana Grand.
28. Entire Agreement; Modification. This is the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. No modification, variation or amendment of this Agreement shall be effective unless such modification, variation or amendment is in writing and has been signed by the parties hereto.
29. Binding Effect. This Agreement shall inure to the benefit of, extend to and be binding upon representatives, successors and assigns of Indiana Grand and HBPA.

IN WITNESS WHEREOF; the parties have executed this Agreement effective as of the date and year above set forth.

[Signature Page to Follow]

CENTAUR ACQUISITION, LLC
d/b/a Indiana Grand Racing & Casino

By: 
Eric Halstrom, Vice President and General
Manager of Racing

INDIANA HORSEMEN'S BENEVOLENT
AND PROTECTIVE ASSOCIATION, INC.

By: 
Joe Davis, President

2021 QHRAI CONTRACT

OCTOBER 26

This agreement ("Agreement") is entered into on ~~September~~ October 26, 2020, by and between Centaur Acquisition, LLC, d/b/a Indiana Grand Racing & Casino, an Indiana limited liability company ("Indiana Grand"), and the Quarter Horse Racing Association of Indiana, an Indiana not-for-profit corporation ("QHRAI").

WHEREAS, QHRAI is a trade organization composed of owners, trainers, breeders and sire owners of Quarter Horse race horses ("QHRAI Members");

WHEREAS, QHRAI represents that it is the "horsemen's association" representing Quarter Horse owners and trainers for purpose of I.C. 4-31-8-6; and

WHEREAS, QHRAI provides benevolent programs and other services for QHRAI Members and their employees who are engaged in racing at Indiana Grand's racing facility; and

WHEREAS, the parties hereto strive to foster a close and understanding relationship among horsemen, QHRAI Members, QHRAI, and Indiana Grand;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. Term of Agreement. This Agreement shall be effective from January 1, 2021 – December 31, 2021 and, unless sooner terminated as provided herein, shall remain effective until the effective date of the contract executed for the 2022 racing meet ("Term").
2. Scope of Agreement. Except as otherwise specifically set forth herein, this Agreement shall only apply to race meetings and pari-mutuel wagering conducted at the Indiana Grand racing facility at Shelbyville, Indiana ("Racetrack") and to pari-mutuel wagering conducted at satellite wagering facilities licensed to Indiana Grand and located in the State of Indiana ("Satellite Facility").
3. Exclusive Representation. The QHRAI is the exclusive representative of QHRAI Members and of all Quarter Horse owners, trainers, breeders and sire owners stabled at Indiana Grand or who have horses approved for entry in Quarter Horse races at Indiana Grand, except those persons who state in writing that they do not desire to be represented by the QHRAI.
4. Horsemen's Account. Indiana Grand will maintain a separate account denominated with sufficient funds in such account to pay all money owing to QHRAI Members regarding purses, stakes, rewards, claims and deposits ("Quarter Horse Purse Account"). All portions of purse money shall be made available to earners thereof within forty-eight (48) hours (dark days and Sundays excluded) after the result of the race in which such money was earned has been declared official, unless the stewards shall order money withheld until

final adjudication of a dispute determining which persons are entitled to such money in dispute. No portion of such money, other than jockey fees and amounts required or permitted by this Agreement, shall be deducted by Indiana Grand unless requested in writing by the person to whom such monies are payable or his duly authorized representative. For each race cancelled because of inclement weather, mechanical failure, electrical failure, or for any other reason, the owner shall be reimbursed Five Hundred Dollars (\$500.00) from the Quarter Horse Purse Account for each horse entered in the cancelled races ("Cancellation Fee"). No reimbursement shall be made in the event that: (1) notice of cancellation is posted in the racing office, texted to those subscribing to the Indiana Grand texting service and posted on the Indiana Grand website eight (8) or more hours prior to post time; or (2) a horse has been scratched prior to the cancellation of the race. Indiana Grand will make an effort to run back any race that is cancelled, in which case Indiana Grand shall not be required to pay any Cancellation Fee.

5. Payment for Administrative expenses. Indiana Grand shall deduct 3% (three percent) for the period January 1, 2021, through December 31, 2021, from the allocations to the Quarter Horse Purse Account described in Section 7 of this Agreement, and pay such amounts to QHRAI to be used by the QHRAI solely at its discretion for its administrative expenses and for services to its members. Such payments shall be made throughout the term of the Agreement in current monthly installments as such funds are received, regardless of overpayment/underpayment in the Quarter Horse Purse Account. No deduction shall be made for administrative expenses from gaming funds allocated to the Quarter Horse Purse Account.
- 5.1 Shared TVG Expense. QHRAI authorizes and directs Indiana Grand to deduct from the Quarter Horse Purse Account one-half (1/2) of the programming fees Indiana Grand pays to TVG to broadcast Quarter Horse races originating from Indiana Grand's racetrack.
6. Race Cards; Simulcasting.
 - A. Simulcast Signal. Indiana Grand in its sole discretion will decide the price or cost, type, time and schedule of all simulcast signals to, and from, the Racetrack and to each Satellite Facility, on all days including live race days. The cost of such simulcast signals shall be reasonable market rates as determined by Indiana Grand.
 - B. QHRAI Authorization. During the Term, the QHRAI authorizes Indiana Grand to negotiate and contract with simulcast receiving facilities, including off track wagering facilities located outside Indiana, which are subject to the Interstate Horse Racing Act of 1978, 15 U.S.C. §3001, et. seq. (Act), for the conduct of off-track Quarter Horse wagering. Indiana Grand will inform, and seek the approval of, the QHRAI prior to Indiana Grand sending its signal to any receiving jurisdiction outside of Indiana.

- C. On Indiana Grand's six (6) "all-Quarter Horse" race days in 2021, Indiana Grand will card a minimum of ten (10) races, as long as each race has at least seven (7) entries; races with less than seven (7) entries will not be used.
7. Allocations to Purses. During the term of this Agreement and except as otherwise provided herein, Indiana Grand shall credit the following amounts to the Quarter Horse Purse Account for disbursement, in complete satisfaction of Indiana Grand's obligation for purses, under the following situations:
- A. Live Racing. When Quarter Horse racing is live at the Racetrack, eight percent (8%) of the live gross handle generated at the Racetrack shall be credited to the Quarter Horse Purse Account as prescribed by state statute.
 - B. Satellite Wagering - In-State. When Quarter Horse racing is live at the Racetrack, five percent (5%) of the live gross handle generated by said live racing at any Indiana Satellite Facility shall go to the Quarter Horse Purse Account as prescribed by state statute.
 - C. Satellite Wagering - Out-of-State. When Indiana Grand simulcasts a Quarter Horse race run live at the Racetrack to an out-of-state facility, 50% of the net receipts generated by simulcasting on that race, including any source market fees and distribution and communication fees received by Indiana Grand (net of expenses incurred by Indiana Grand) on the simulcast of that Quarter Horse race run live at the Racetrack, shall go to the Quarter Horse Purse Account. For purposes of this Subsection C, "net receipts" shall mean all funds received by Indiana Grand under the applicable contracts less any applicable excise taxes.
 - D. Advanced Deposit Wagering. The advance deposit wagering chapter of the Indiana Code, IC 4-31-7.5 ("ADW Statute") is incorporated by reference and made a part of this Agreement. Net Source Market Fees (defined below) shall be allocated as required by the ADW Statute. Net Source Market Fees means the difference between (1) source market fees received by Indiana Grand from a licensed Secondary Pari-Mutuel Organization, minus (2) the amount of expenses incurred by Indiana Grand.
8. Purses.
- A. Purse Schedules and Condition Books. Using its best judgment in estimating attendance, pari-mutuel handle, and breakage, Indiana Grand shall establish a tentative average daily overnight purse schedule for each race meeting and will exercise due care to avoid underpayment or overpayment of purses at all race meetings. Indiana Grand will also deliver to the QHRAI, at least

twenty-one (21) days prior to the “final” condition book draft going to the printer, its first condition book and proposed purse schedules.

- B. Overpayment - Underpayment of Purses. Indiana Grand will make a good faith effort to ensure that all Quarter Horse purse monies earned through the end of the Quarter Horse meet are paid out by the end of the Quarter Horse meet.
- C. Minimum Purses. No Quarter Horse race shall be run at Indiana Grand during the Term of this Agreement with a purse less than the minimum purse established by the Indiana Horse Racing Commission for any race meeting, but in no event less than Five Thousand Dollars (\$5,000.00).
- D. Purse Notices. The pari-mutuel handle, the pari-mutuel handle commission, breakage and purse distribution figures, and the percentage figures that represent the relationship between purses and the total of pari-mutuel income and breakage shall be posted on the bulletin board in the Racing Secretary's office each day of a race meeting. Indiana pari-mutuel handle figures shall be provided within forty-eight (48) hours after they are available to the President of the QHRAI at the address provided below.
- E. Payment of Purses. Indiana Grand agrees to distribute purses in the following manner, excluding stakes:

<u>No. of Starters</u>	<u>10</u>
First	55%
Second	20%
Third	10%
Fourth	5%
Fifth	3%
Sixth	2%
Seventh	1.5%
Eighth	1.5%
Ninth	1%
Tenth	1%

For any races with less than ten horses, the applicable extra unpaid purse allocation will revert to the Quarter Horse Purse Account.

- F. 2021 Purse Distribution. Notwithstanding anything to the contrary set forth in this Agreement, purses will be distributed for the 2021 race meeting based upon a reasonable estimate of purse money to be generated from all sources during the Term. Actual purse money generated and not paid during the live meet, in addition to purse money generated after that date through December 31, 2021, from whatever source, shall be allocated to the appropriate purse account for the 2022 racing year in accordance with the rules of the Indiana Horse Racing Commission.
- G. Purse Reports. Beginning when the live race meet starts and continuing until the final week of live racing is captured on the report, the Director of Racing will provide the QHRAI President and QHRAI Executive Director with an up-to-date purse report in time increments deemed appropriate by the parties hereto but anticipated to be monthly..
9. Shared Trakus Expense. QHRAI agrees to pay monthly to Indiana Grand its share of the daily Indiana Grand Trakus fee, which shall be determined as follows:

Daily Fee x number of race days in the month ÷ 2, x number of Quarter Horse races ÷ the total number of Quarter Horse and Thoroughbred horse races = QHRAI Trakus Share (“QHRAI Share”).

EXAMPLE: $\$750 \times 20 \text{ days} \div 2 \times \frac{40}{200} = \$1,500.00$ is QHRAI Share.

10. Stalls and Track Facilities.
- A. Stalls and Track Facilities. Indiana Grand shall make available stall space to Quarter Horse horsemen during each race meeting without charge. A minimum of 100 stalls shall be allocated for Quarter Horses race horses. In the event Indiana Grand constructs an additional barn after the date this Agreement is signed, Indiana Grand will make a good faith effort to allocate additional stalls to Quarter Horse race horses, as deemed appropriate by Indiana Grand. The following shall be made available or provided by Indiana Grand on the dates set forth below:
- Barring unforeseen circumstances, as determined in the sole discretion of Indiana Grand, the racing strip, barns, dormitories and other facilities at the Racetrack (“Backside Facilities”) necessary for training purposes shall be made available without charge to horsemen who have stalls allocated for

the upcoming race meeting 35 days prior to the Opening Day of Racing for 2021 (“Opening Day”).

- Barring unforeseen circumstances, as determined in the sole discretion of Indiana Grand, the track kitchen will open 14 days prior to Opening Day.
- Barring unforeseen circumstances, as determined in the sole discretion of Indiana Grand, the barn area and dormitories shall be made available 35 days prior to Opening Day. Indiana Grand shall make water and electricity available to each barn during the above periods without charge and will, at its own expense, keep the racetrack properly harrowed and watered during the periods before and after the end of each race meeting.

Each owner of a horse that is permitted by Indiana Grand to remain on the grounds throughout the offseason commencing on November 19, 2020, is required to apply for a stall for such horse for the 2021 racing meet, is not guaranteed a stall for the 2021 racing meet and, if granted a stall for the 2021 racing meet, shall not be entitled to the same stall utilized during the offseason.

In addition, during the racing season, Indiana Grand will make the racing surface available for training (6) days per week beginning 35 days prior to beginning of the 2021 meet and continuing thereafter until the end of live racing. The starting gate shall be available 2 weeks prior to beginning of the 2021 meet for schooling and work outs five (5) days per week. Clockers will be available six (6) days per week during training and prior to the meet.

After the 2021 meet has ended, Indiana Grand will for a period of ten (10) days without cost to the QRHAI or QHRAI Members: (1) Allow horsemen to keep their horses stabled in stalls in the barn area of the Racetrack as assigned by Indiana Grand; (2) Make the racing surface available for training six (6) days per week; and (3) Provide a clocker during post-meet training days.

- B. Vendors. Indiana Grand may impose upon horsemen any exclusive arrangement concerning farriers, feed men, tack supplies, or any other suppliers or providers of service customarily used by owners and trainers that it deems reasonable and appropriate. Indiana Grand will use its best efforts to keep unlicensed persons in the above categories off its premises.
- C. Stall Applications for the 2021 Race Meeting. Before the race meeting, Indiana Grand shall establish a cutoff date for the submission of stall applications. Indiana Grand shall, in the exercise of its sole business judgment, approve or disapprove applications for stalls. The conditions for stabling shall be as set forth on Exhibit A hereto and such conditions shall not be materially modified without the consent of the QHRAI. Indiana Grand will consider, among other

things, the following criteria in allocating stalls to horsemen for use during race meetings:

- (1) The general quality of the horses listed on the stall application;
- (2) The quality of the racetrack(s) where the horses listed on the stall application have previously raced;
- (3) The number of starts a trainer listed on the application has made at past Indiana Grand race meetings;
- (4) The financial and professional integrity of the trainer listed on stall application;
- (5) The total number of stalls requested by a trainer in relation to the number of unallocated stalls;
- (6) The best interest of Indiana Grand and Quarter Horse racing; and
- (7) Investments made in Indiana horses and farms.

By accepting a stall, a horseman shall be required to use his or her best efforts to run his or her horses during the race meeting consistent with each horse's physical condition and fitness and the race conditions.

D. Stall Applications for the 2021-2022 Offseason. Before the end of the 2021 race meeting, Indiana Grand shall establish a cutoff date for the submission of stall applications. Indiana Grand shall, in the exercise of its sole business judgment, approve or disapprove applications for stalls. The location of any stall shall be assigned by Indiana Grand in its sole discretion. The conditions for stabling shall be as set forth on Exhibit A hereto and such conditions shall not be materially modified without the consent of the QHRAI. Indiana Grand will consider, among other things, the following criteria in allocating stalls to horsemen for use during the 2021-2022 offseason:

- (1) The volume and quality of participation of the horses and trainer listed on the stall application at the 2021 race meeting;
- (2) The financial and professional integrity of the trainer listed on stall application;
- (3) The total number of stalls requested by a trainer in relation to the number of stalls the trainer used and the number of horses they started at Indiana Grand during the 2021 race meeting;
- (4) The best interest of Indiana Grand and Quarter Horse racing; and

(5) The age of the horse. In no event shall a horse two-years-old or younger be allowed on the grounds prior to February 1, 2022.

11. Uplink. The QHRAI will reimburse Indiana Grand \$100 per race, for every live Quarter Horse race run from the Quarter Horse Purse Account to help defray the satellite uplink costs for export Simulcasting.
12. Representations and Warranties.
 - A. QHRAI. In addition to the representations and warranties contained elsewhere in this Agreement, the QHRAI warrants, represents and covenants that:
 - (1) This Agreement has been approved by the Board of Directors of the QHRAI;
 - (2) This Agreement is valid and enforceable according to its terms;
 - (3) The QHRAI is the "horsemen's association" representing Quarter Horse owners and trainers for purposes of I.C. 4-31-8-6;
 - (4) The QHRAI and its officials shall not participate in any delay, interruption, or dispute, or otherwise cause temporary or permanent cessation or suspension of racing at Indiana Grand during any race meeting and shall not threaten, intimidate, interfere with or interrupt any agent, servant or employee of Indiana Grand or another person participating in racing at Indiana Grand;
 - (5) Each QHRAI official shall use all of his or her powers of persuasion and all legal means at their disposal to ensure that all QHRAI Members and other backside personnel comply with the terms of this Agreement;
 - (6) The QHRAI and its officials shall use their best efforts to respond to requests for consents and other approvals by Indiana Grand in a timely and business-like manner, considering the need of Indiana Grand to move quickly and decisively;
 - (7) The QHRAI shall use its best efforts to ensure that the backside area of the Racetrack is maintained in a safe, clean and orderly condition;

- (8) The QHRAI shall not discriminate against horsemen at Indiana Grand who are not members in connection with any provision of this Agreement; and

B. Indiana Grand. In addition to the representations and warranties contained in this Agreement, Indiana Grand warrants, represents and covenants that:

- (1) This Agreement has been approved by its General Manager of Racing;
 - (2) Indiana Grand and its officers, directors and employees shall not threaten, intimidate or otherwise coerce any horsemen, QHRAI Member, employee or representative thereof;
 - (3) Indiana Grand shall use reasonable efforts to keep the backside area of the Racetrack in a safe, clean, and orderly condition;
 - (4) Indiana Grand shall use reasonable efforts to assist the QHRAI in developing health and welfare programs for backstretch personnel; and
 - (5) Indiana Grand shall use reasonable efforts to reschedule any programmed race lost due to cancellation.
 - (6) Indiana Grand shall meet with representatives from the QHRAI at a mutually convenient time prior to December, 2021, and additionally will meet again in February, 2022, to discuss and receive recommendations from QHRAI regarding the following year's program including, but not limited to: purse structure, races; dates for all quarter horse days; and use of purse surplus.
13. Governmental Approval. Nothing contained in the Agreement shall be construed as requiring either party to perform any term or terms when such performance is contrary to law or requires prior governmental approval; provided, however, both parties shall use their best efforts to obtain governmental approval if such is required including approval by the Indiana Horse Racing Commission.
14. Default. Either party may terminate this Agreement upon the other party's failure to substantially perform as required under the terms of this Agreement and such failure continues for fifteen (15) days following the date written notice of default is mailed or delivered pursuant to Paragraph 19. Such termination shall not constitute an election of remedies nor shall it constitute a waiver of a party's other remedies in law or equity.

15. Indemnification. The QHRAI shall indemnify and hold harmless Indiana Grand from and against any damage, deficiency, loss, action, judgment, cost and expense (including reasonable attorneys' fees) resulting from any claim, demand or cause of action made or brought by a member, or other person, because of any payment made to the QHRAI under the terms of this Agreement.
16. Further Assurances. The QHRAI and Indiana Grand shall execute such assignments, instruments and documents and shall give such further assurances as may be necessary to accomplish the purpose and intent of this Agreement.
17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument
18. Rights of Others. Nothing contained in this Agreement shall be construed as giving a QHRAI Member a preference with respect to the eligibility to race, to obtain stalls, to share in purses, to purchase admission tickets for racing events or to participate in any benefit provided by Indiana Grand to horsemen.
19. Notices. All notices, requests, demands or other communications as may be required by this Agreement shall be in writing and, if mailed, shall be by certified mail, return receipt requested, and shall be deemed given when received by purposes of this Agreement, the following are the addresses of the parties:

Indiana Grand:

Eric Halstrom, GM of Racing
4300 N. Michigan Road
Shelbyville, IN 46176

Copy to:

Mike Rich, SVP & GM
4300 N. Michigan Road
Shelbyville, IN 46176

QHRAI:

Paul Martin, President
3409 W Bethel Ave.
Muncie, Indiana 47304

Copy to:

Teresa Myers, Secretary
9439 W 200 S
Dunkirk, IN 47336

20. Waivers. No waiver of any breach of this Agreement or any terms hereof shall be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or any subsequent breach.

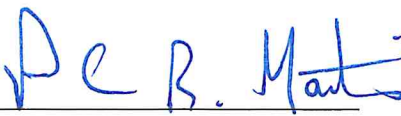
21. Applicable Law. This Agreement is executed and delivered in the State of Indiana and shall be construed and enforced in accordance with the laws of that state.
22. Severability. If any provision of this Agreement is declared invalid by any tribunal, or becomes invalid or inoperative by operation of law, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
23. Assignment. This Agreement shall not be assigned by the QHRAI without the written approval of Indiana Grand.
24. Entire Agreement; Modification. This is the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. No modification, variation or amendment of this Agreement shall be effective unless such modification, variation or amendment is in writing and has been signed by the parties hereto.

IN WITNESS WHEREOF; the parties have executed this Agreement effective as of September __, 2020.

CENTAUR ACQUISITION, LLC
d/b/a Indiana Grand Racing & Casino

By: 
Eric Halstrom, Vice President and General
Manager of Racing

QUARTER HORSE RACING ASSOCIATION
OF INDIANA

By: 
Paul Martin, President

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to the Agreement (this "Third Amendment") is dated this 18TH day of September, 2020, by and between HARRAH'S HOOSIER PARK, LLC, whose business address is 4500 Dan Patch Circle, Anderson, IN 46013 ("Hoosier Park") and the INDIANA STANDARD BRED ASSOCIATION, whose business address is 311 American Legion Place, Greenfield, IN 46140 (the "ISA"). Hoosier Park and the ISA shall individually be referred to as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Hoosier Park and the ISA are parties to an Agreement dated March 1, 2018 (the "Agreement") wherein the Parties agree to certain terms and conditions by which the ISA's members race at Hoosier Park's facility located at 4500 Dan Patch Circle, Anderson, IN 46013;

WHEREAS, the Parties entered into a First Amendment to Agreement dated August 13, 2018 (the "First Amendment") wherein the Parties, among other things, extended the Initial Term of the Agreement through December 31, 2019;

WHEREAS, the Parties entered into a Second Amendment to Agreement dated November 27, 2019 (the "Second Amendment") wherein the Parties, among other things, extended the Initial Term of the Agreement through December 31, 2020; and

WHEREAS, Hoosier Park and the ISA desire to amend the Agreement and the prior amendments to further extend the term and to modify certain other terms and conditions.

NOW, THEREFORE, for good and valuable consideration, of which the Parties acknowledge receipt and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

MODIFICATIONS TO AGREEMENT

1. Section 2, "Terms and Scope of the Agreement" subpart "a" is hereby deleted in its entirety and replaced with the following:

"a. The effective date of this Agreement shall be January 1, 2018 and, unless sooner terminated as provided herein, shall expire on December 31, 2018 (the 'Initial Term'). Upon conclusion of the Initial Term, an extended term shall be deemed to have commenced on January 1, 2019 and shall expire on December 31, 2019 (the 'First Extended Term'). Upon conclusion of the First Extended Term, a second extended term shall be deemed to have commenced on January 1, 2020 and shall expire on December 31, 2020 (the 'Second Extended Term'). Upon conclusion of the Second Extended Term, a third extended term shall be

deemed to have commenced on January 1, 2021 and shall expire on December 31, 2021 (the 'Third Extended Term')."

The remainder of Section 2 of the Agreement, including subpart "b" shall remain unchanged.

2. Section 21, "Notices," is hereby deleted in its entirety and replaced with the following:

"Notices. All notices, requests, demands or other communications as may be required by this Agreement shall be in writing and, served either by certified mail, return receipt requested, or by personal delivery. Such notices, requests, demands or other communications shall be deemed to have been given when deposited in the United States Mail (as set forth above) or actually delivered by personal delivery. For all purposes of this Agreement, the following are the addresses of the Parties:

To Hoosier Park:

Harrah's Hoosier Park, LLC
Attention: General Manager
4500 Dan Patch Circle
Anderson, IN 46013

With a copy, which shall not constitute notice, to:

Caesars Enterprise Services, LLC
Attention: SVP & Counsel, Operations
151 North Joliet Street
Joliet, Illinois 60432

To the ISA:

Indiana Standardbred Association
c/o Joe Putnam, President
811 West Cabriolet Way
Pendleton, IN 46064

With copies, which shall not constitute notice, to:

Richard Keaton - 1st Vice President
Indiana Standardbred Association
737 Green Meadows Drive - Ste. 300
Greenfield, IN 46140

and

Jacob Smith - 2nd Vice President
Indiana Standardbred Association
9035 S. 925 W.
Knightstown, IN 46148

Either Party may amend the person or address for notices, demands, or other communications in writing to the other party from time to time.”

3. Hoosier Park shall extend the 2021 race season an additional three (3) weeks beyond the number of race weeks conducted during the 2020 race season. In exchange for this, the ISA shall reimburse Hoosier Park in the amount of One-Hundred Thousand Dollars (\$100,000) in operating expenses. The reimbursement shall be made by deleting Subsection 18(c) of the Agreement in its entirety and replacing it with the following:

c. Each live race day when Hoosier Park simulcasts a Standardbred race to out-of-state facilities, for all revenues Hoosier Park receives from simulcasting the sale of its live Standardbred races to out-of-state facilities, Hoosier Park shall retain fifty percent (50%) of all funds received from live Standardbred racing and fifty percent (50%) of all funds received from live Standardbred racing shall go to the Hoosier Park Standardbred Purse Account less a total daily fee to be retained by Hoosier Park of Two Thousand Sixty-Two Dollars and Fifty Cents (\$2,062.50) which consists of the following:

1. Eight Hundred and Seventy-five Dollars (\$875.00) for broadcast of Hoosier Park's simulcast signal;
2. Seven hundred and Fifty dollars (\$750.00) for Trakus™ expenses;
3. One Hundred Eighty-Seven Dollars and Fifty Cents (\$187.50) for high definition telecom transmission;
4. Two Hundred and Fifty dollars (\$250.00) for TVG Broadcast fees in addition to the fee amount listed in the following paragraph.


Further, Hoosier Park may deduct from the Standardbred Purse Account an amount equal to one half (1/2) of programming fees Hoosier Park pays to TVG to broadcast Standardbred races originating from Hoosier Park's race track.

4. All capitalized terms used in this Third Amendment and not otherwise defined herein shall have the meanings set forth in the Agreement or the prior amendments, as the case may be.
5. This Third Amendment may be executed in counterparts, which together shall constitute a complete document. Unless otherwise prohibited by any applicable laws or regulations, this Third Amendment may be signed electronically, and such electronic signature shall be deemed, and shall have the same legal force and effect as, an original signature. An electronic copy thereof shall be deemed, and shall have the same legal force and effect as, an original document.

6. In the event of a conflict between any of the provisions in the Agreement or the prior amendments and this Third Amendment, the terms of this Third Amendment shall control. It is expressly understood and agreed by the Parties that this Third Amendment shall serve as a supplement to the Agreement and the prior amendments and all terms, conditions and provisions of the Agreement and the prior amendments, unless specifically amended or modified herein, shall continue in full force and effect.


IN WITNESS WHEREOF, the Parties have executed this Third Amendment on the respective date(s) indicated.

HARRAH'S HOOSIER PARK, LLC

BY: 
Richard B. Moore
VP and General Manager of Racing

Date 9/18/2020

INDIANA STANDARD BRED ASSOCIATION

By: 
Joe Putnam
President

Date 9/18/20

AGREEMENT

This Agreement is dated March 1, 2018 (the "Agreement"), between HOOSIER PARK, L.L.C., ("Hoosier Park"), an Indiana limited liability company and the INDIANA STANDARDBRED ASSOCIATION (the "ISA").

WHEREAS, Hoosier Park and the ISA previously entered into an agreement dated March 1, 2017;

WHEREAS, Hoosier Park and the ISA desire to establish a new agreement pursuant to which the ISA's members will race at Hoosier Park's facility;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Exclusive Representation.** Hoosier Park recognizes the ISA as the duly designated representative of the majority of harness horsemen racing at Hoosier Park and agrees to deal with ISA on an exclusive basis as the representative of harness horsemen so long as the ISA continues to represent a majority of such harness horsemen. The ISA represents to Hoosier Park that it has been duly authorized to enter into the Agreement by and on behalf of a majority of the harness horsemen actually racing at Hoosier Park. Hoosier Park agrees to invite the president of the ISA or his designee to any meeting involving Standardbred horsemen.

2. **Terms and Scope of the Agreement**

a. The effective date of this Agreement shall be January 1, 2018 and, unless sooner terminated as provided herein, shall expire on December 31, 2018. This Agreement shall apply to and govern all live harness race meets conducted by Hoosier Park during the term of this Agreement.

b. Except as specifically provided otherwise, this Agreement shall apply only to live Standardbred race meets and pari-mutuel wagering conducted at Hoosier Park's racing facility located at 4500 Dan Patch Circle, Anderson, Indiana (the "Racetrack") and to pari-mutuel wagering conducted at satellite wagering facilities licensed to Hoosier Park and located in the state of Indiana (the "Satellite Facilities").

3. **Allocation of Specified Funds.** Slot machine revenues allocated to the Standardbred Purses pursuant to State Statute shall go to the Hoosier Park Standardbred Horse Industry Trust Account in accordance with Indiana Horse Racing Commission rules.

The parties shall cooperate, as appropriate, to present a recommendation to the Commission on the allocation of funds designated for Standardbred Breed Development.

4. **Payment for Administrative Expenses.** Hoosier Park shall deduct three percent (3%) of the purses generated from the sources described in Section 18 below from the Hoosier Park Standardbred Horse Industry Trust Account, and pay such amounts to the ISA to be used by the ISA solely at its discretion for its administrative expenses and for services rendered to its members. Such payment shall be made throughout the term of this Agreement in current monthly installments as such funds are generated, received and deposited in the Standardbred Horse Industry Trust Account

as long as no purse overpayment exists. If an overpayment exists, this payment shall not be paid until the overpayment no longer exists.

5. **Race Cards; Simulcasting**

a. During the live race meet at the Racetrack, Hoosier Park agrees to hold an average of ten (10) live races per race day having a minimum of eight (8) betting interests per race, provided there is an adequate supply of Standardbred horses and the running of ten (10) live races does not cause an overpayment of purses at any time during the meet. The ISA shall use all reasonable means to supply Hoosier Park with an adequate supply of horses to conduct each race meet covered by the Agreement. Hoosier Park shall cooperate with and assist the ISA in obtaining an adequate supply of horses.

b. Hoosier Park shall determine the cost, type, time and schedule of all imported simulcast signal to the Racetrack and Satellite facilities.

c. The simulcasting of full cards at the Racetrack on live race days, both afternoon and evening, will be determined by Hoosier Park. Hoosier Park agrees to make a good faith effort to present an equitable mix of both Standardbred and Thoroughbred whole card simulcasts during actual live racing performances whenever possible.

d. The ISA consents to the interstate simulcasting of the Hoosier Park signal.

6. **Purses**

a. Hoosier Park shall establish a tentative average daily overnight purse schedule and tentative stakes purse schedule for each race meet held, using its best judgment in estimating the balance in the Standardbred Horse Industry Trust Account and after consultation with the ISA. Not more than twelve and one-half percent (12 1/2%) of the total purse money payable to Standardbred horsemen shall be paid for stakes, early closing or late closing events and special events. Hoosier Park and the ISA shall meet to discuss races with a purse of over \$50,000 but the final decision shall be in the discretion of Hoosier Park. Hoosier Park and the ISA shall meet to plan and discuss the purse schedule but the final decision shall be in the discretion of Hoosier Park. Hoosier Park and the ISA agree that the maximum purse for any overnight event shall not exceed an amount equal to seven times the minimum overnight purse excluding the Dan Patch and any other mutually agreed overnight.

b. Overpayment and underpayment of purses by Hoosier Park from the Standardbred Horse Industry Trust Account shall be handled as follows: Underpayment during the live race meet shall carryover to the next live race meet. Overpayment by Hoosier Park shall be repaid from all purses generated each month

c. Hoosier Park shall furnish to ISA a daily report that includes handle from all sources.

d. Notwithstanding anything to the contrary set forth in this Agreement, purses will be distributed for the 2018 race meeting based upon Hoosier Park's reasonable estimate of the

bank balance in the Standardbred Horse Industry Trust Account in accordance with the rules of the Indiana Horse Racing Commission and with the percentages set forth in Section 18 below.

7. **Driver's, Trainer's and Cancellation Fees**

a. Hoosier Park shall deduct the greater of Twenty-five dollars (\$25.00) or five percent (5%) from all Standardbred purse payments as a driver's fee. That fee shall be paid to the driver on a weekly basis. All drivers must apply to and be approved by Hoosier Park. Drivers whose order of finish is such that they do not earn purses shall be paid a minimum of Twenty -five Dollars (\$25.00) from their owners and/or lessees purse account. Hoosier Park, with ISA's full support, may deny racing privileges to those owners and/or lessees who fail to pay the required driver's fee within fourteen (14) days after the date upon which fee becomes due and payable.

b. Hoosier Park shall deduct five percent (5%) from all owners and/or lessees Standardbred purse payments as a trainer's fee. That fee shall be paid to the trainer upon request.

c. For each race cancelled because of inclement weather, mechanical failure, electrical failure or any other reason the owner and/or lessee shall be reimbursed Three Hundred dollars (\$300.00) from the track purse account for each horse programmed and not previously scratched from a cancelled race. No reimbursement shall be made in the event notice of cancellation is posted in the racing office eight (8) or more hours prior to post time of the first race.

8. **Condition Sheets.** Hoosier Park agrees that an average of seventy-five percent (75%) of overnight races will be Indiana Sired Preferred (ISP). The Race Secretary may stipulate a secondary preference of Indiana Bred (IB) in such overnight races. For the purpose of this contract the definition of Indiana Bred shall be defined as a foal in which all registered breeders are Indiana residents. Any partnership or corporation registered by the corporation by the breeder must be fully comprised of Indiana residents. The Dan Patch race, late closers, early closers, stakes races, and any other special invitational races are excluded from the stipulations of this paragraph. Hoosier Park's racing secretary shall, during all meets conducted during the term of this Agreement, post at all times, condition sheets for five (5) consecutive days of racing for which the entry box has not yet been closed; provided, however, that the ISA or its duly authorized committee may waive, this requirement during the first two weeks of any meet conducted during the term of this Agreement.

9. **Stall Applications and Allocations.**

a. **Stall Applications.** Before each race meeting, Hoosier Park shall establish a cutoff date for the submission of stall applications. Hoosier Park shall, in the exercise of its sole business judgment, approve or disapprove applications for stalls. The conditions for stabling shall be as set forth below and such conditions shall not be materially modified without the input of the ISA. Hoosier Park will consider, among other things, the following criteria in allocating stalls to horsemen for use during race meetings: The general quality of the horses listed on the stall application; with due consideration of industry quality improvement objectives.

b. The quality of the racetrack or tracks where the horses listed on the stall application

have previously raced;

c. The number of starts a trainer listed on the application has made at past Hoosier Park race meetings; in relation to the number of stall allocated to that trainer.

d. The financial and professional integrity of the trainer listed on stall application;

e. The total number of stalls requested by a trainer in relation to the total number of stalls to be allocated.; and

f. The best interest of Hoosier Park and Standardbred racing.

Allocations. The total number of stalls allocated will be based on the number of horses needed to fill races. Hoosier Park agrees to discuss stall application and stall allocations with the representatives of the ISA prior to the final allocation, but the final decision shall be at the discretion of Hoosier Park.

By accepting a stall, a horseman shall be required to use his or her best efforts to race his or her horses during the race meeting consistent with the horses' physical condition, fitness and race conditions.

Hoosier Park agrees to discuss with the ISA, on a regular basis, ship-ins, stall applications and stall allocations, but the final decision shall be in the discretion of Hoosier Park. Hoosier Park agrees that no stall rent shall be charged during each live harness race meet commencing fourteen days prior to the opening of the meet and ending seven days after the close of the race meet. Hoosier Park recognizes the ISA's concern that Indiana horsemen be given at least equal consideration in the area of stall allocations when compared to non-Indiana horsemen.

Hoosier Park may, in its discretion, require a stall deposit of Fifty dollars (\$50.00) per stall to insure that the stall or stalls are left in a clean condition. Hoosier Park may refuse to allocate a stall if the deposit is not paid.

ISA acknowledges that all stalls are to be left in a clean state at the end of the Standardbred meet and that trainers will be charged Fifty dollars (\$50) for each unclean stall. To prevent misunderstanding about which stalls were left unclean, Hoosier Park representatives will be available to inspect each trainer's stalls upon departure and provide a signed receipt that the stalls were left in good order. Hoosier Park will make a reasonable effort to notify an ISA representative of unclean stalls left at the end of the meet.

10. Track Rules. Hoosier Park and the ISA agree to discuss and establish the track rules, but the final decision shall be at the discretion of Hoosier Park and subject to approval of the Indiana Horse Racing Commission.

11. Qualifying Times. Hoosier Park's racing secretary shall set qualifying times in accordance with United States Trotting Association rules and the Commission's rules and regulations.

12. **Insurance.** Hoosier Park agrees to obtain, as set forth below, drivers and trainers medical insurance and accidental death or dismemberment insurance or disability insurance for the benefit of licensed participants during activities at Hoosier Park related to training and the conduct of any race. Hoosier Park will issue a certificate to the ISA as proof of such insurance coverage.

For purposes of this Agreement, the minimum levels for the following types of insurance shall be:

- a. One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) Accident Medical Expense (52 week period)
- b. Twenty-Five Thousand Dollars (\$25,000.00) Accidental Death and Dismemberment insurance; and
- c. Disability insurance that provides for \$250.00 Weekly Disability (104 weeks benefit period)

13. **Outriders.** Hoosier Park shall provide an outrider for the races and qualifiers.

14. **Racing Committee.** Hoosier Park agrees to recognize a racing committee with no more than four (4) representatives from the ISA and four (4) representatives from Hoosier Park. In the event that Hoosier Park or the ISA wants more than four (4) representatives respectively, then such increase shall be subject to mutual agreement. The racing committee shall meet periodically but not less than monthly during live racing season to discuss racing business, stable area affairs, quality of racing and stable area programs.

15. **ISA Medical Office.** Hoosier Park will provide space for an ISA medical office without charge. However, ISA shall be responsible for and pay all expenses of any type or kind associated with the ISA office, including but not limited to taxes of any kind, utilities, trash removal, maintenance and upkeep. ISA agrees to indemnify and hold Hoosier Park harmless (including payment of Hoosier Park's reasonable attorney's fees and other costs of defense) from any and all liability arising out of the ISA medical office on the premises of Hoosier Park and the activities of the ISA.

16. **Business Interruption.** The ISA's officers, directors, employees and officials shall not participate in, delay, interrupt, or help to bring about any temporary or permanent cessation or suspension of racing at the Racetrack during the term of this Agreement. In the event any representative of the ISA becomes aware of any member or members who is or are threatening to withhold any entry or entries for a race at the Racetrack, or any member or members of any other horsemen's group or any individual horseman threatening to do likewise, then the ISA shall call a general meeting of horsemen. The ISA shall provide prior written notice of such meeting to Hoosier Park and Hoosier Park shall be given an opportunity to appear at such general meeting for the purpose of explaining its position regarding the controversy.

17. **Entry Fee.** There shall be no entry fee for any overnight event on any program.

18. **Allocations to Purses.** During the term of this Agreement and except as otherwise provided herein, Hoosier Park shall credit to an account denominated the Standardbred Horsemen's Purses Payable Account, in complete satisfaction of Hoosier Park's obligation for pari-mutuel purses, the following percentages of gross handle under the following situations:

a. When harness racing is live at the Racetrack, eight percent (8%) of the live gross handle generated at the Racetrack shall be credited to Hoosier Park's Standardbred Purse Account as prescribed by state statute.

b. When harness racing is live at the Racetrack, five percent (5%) of the live gross handle generated by said live racing at any Satellite Facility licensed to Hoosier Park shall go to the Hoosier Park Standardbred Purse Account as prescribed by state statute.

c. Each live race day when Hoosier Park simulcasts a Standardbred race to out-of-state facilities, all revenues Hoosier Park receives from simulcasting the sale of its live Standardbred races to out-of-state facilities, Hoosier Park shall retain fifty percent (50%) of all funds received from live Standardbred racing and fifty percent (50%) of all funds received from live Standardbred racing shall go to the Hoosier Park Standardbred Purse Account less a total daily fee to be retained by Hoosier Park of Fourteen Hundred and Thirty-Seven Dollars and Fifty Cents (\$1,437.50) which consists of the following:

- (1) Eight Hundred and Seventy-Five Dollars (\$875.00) for broadcast of Hoosier Park's simulcast signal;
- (2) Three Hundred and Seventy-Five Dollars (\$375.00) for Trakus® expenses; and
- (3) One Hundred Eighty-Seven Dollars and Fifty Cents (\$187.50) for high definition telecom transmission."

Further, Hoosier Park may deduct from the Standardbred Purse Account an amount equal to one half (1/2) of programming fees Hoosier Park pays to TVG to broadcast Standardbred races originating from Hoosier Park's race track.

d. Each live race day when Hoosier Park simulcasts a Standardbred race to any International facility (defined as any facility outside of North America), all revenues received from the sale from such facilities shall be distributed fifty percent (50%) to Hoosier Park and fifty percent (50%) to the Hoosier Park Standardbred Purse Account after any expenses, which shall be disclosed to ISA upon request, involved in providing and transmitting the simulcast signal to any and all International facilities.

e. This paragraph refers to source marketing fees collected prior to the implementation of and adoption of rules pursuant to IC 4-31-7.5, which is incorporated by reference and made a part of this Agreement, by the Indiana Horse Racing Commission (IHRC). If, and when, Hoosier Park receives any source market fees under separate agreement from pari-mutuel wagering on horse races, other than from live racing at Hoosier Park or simulcasts from, or to, Hoosier Park, ("source market fees"), 50% of the net source market fees shall be retained by Hoosier Park, and the remaining 50% of source market fees shall be divided forty-six percent (46%) to Standardbred purses, forty-six percent (46%) to Thoroughbred purses and eight percent (8%) to Quarter Horse purses. Source market fees shall be credited to purse accounts within thirty (30) days of receipt.

f. This paragraph refers to source market fees collected by Hoosier Park from a secondary pari-mutuel organization, licensed by the IHRC that offers Advanced Deposit Wagering, pursuant to a contract with Hoosier Park. Net source market fees received by Hoosier Park shall be distributed in the manner prescribed by IC 4-31-7.5-18.

g. Las Vegas Dissemination Service Fees shall be divided equally between Hoosier Park and the ISA. The total amount to be divided shall not to exceed Ten Thousand Dollars (\$10,000).

h. For purposes of this Section 18:

(1) "Gross handle" means all sums wagered by patrons less refunds;

(2) "Net revenues" means the gross handle on such race or races reduced only by money returned to patrons by refund or payoff, pari-mutuel taxes due and payable, breaks and host track fees and downlink costs, if any;

(3) "Net source market fees" means the difference between source market fees received by Hoosier Park from a licensed secondary pari-mutuel operator minus the amount of all expenses incurred by Hoosier Park to generate source market fees. Upon request of ISA, Hoosier Park shall disclose in detail all expenses incurred to generate source market fees.

(4) "Live racing" and "live race meeting" mean the entire period that a live race meeting is in progress, from the first race day of the meeting through the last day of it, inclusive of all days between.

i. Payment of Interest. All amounts held in the Standardbred Horse Industry Trust Account shall earn interest in accordance with IHRC rules: provided, however, that Hoosier Park shall be entitled to deduct from the interest earned on that account sufficient sums to off-set any bank fees, or interest expense incurred by Hoosier Park on any overpayment of purses, which is not caused by the unfunded purse liability as of November 10, 2018, until such overpayment is satisfied.

j. Hoosier Park agrees to review and/or provide revenue reports from live racing and simulcasting (inbound and outbound signals) with/to the ISA's Executive Committee. This would include source market fees. This review would be on a quarterly basis.

k. ISA authorizes and directs Hoosier Park to deduct from the Hoosier Park Standardbred Account one-half (1/2) of the amount of any reduced takeout Hoosier Park actually suffers, which is authorized by IHRC, such deductions not to exceed four and three-fourths percent (4.75%) of the amount wagered on any particular race at Hoosier Park or its satellite facilities.

19. Representation and Warranties

a. In addition to the representations and warranties contained elsewhere in this Agreement, the ISA, warrants, represents and covenants with Hoosier Park that during the term of this Agreement:

(1) This Agreement has been approved by the Board of Directors of the ISA by proper corporate action;

(2) This Agreement is valid and enforceable in accordance with its terms;

(3) The ISA's officials, directors, officers and employees shall not participate in, delay, interrupt, dispute, or bring about temporary or permanent cessation or suspension of racing at Hoosier Park during any race meet and they shall not threaten, intimidate, interfere with or interrupt any agent, servant or employee of Hoosier Park or another person participating in racing at the Racetrack or satellite wagering facility licensed to Hoosier Park;

(4) Each ISA official shall utilize all of his or her reasonable powers of persuasion and all reasonable legal means at their disposal to ensure that all members of the ISA comply with the terms of this Agreement;

(5) This Agreement shall be made available for review by the ISA members and all other licensed owners, trainers, employees and backstretch personnel at the ISA's office.

(6) The ISA, together with Hoosier Park, shall use their best efforts to ensure that the backstretch area is maintained in a safe, clean and orderly condition;

(7) The ISA shall not discriminate against horsemen at Hoosier Park who are not its members in connection with the payment of amounts or provision of any benefits funded by amounts payable to the ISA under Paragraph 4 of this Agreement; and

b. In addition to the representations and warranties contained in this Agreement, Hoosier Park warrants, represents to and covenants with the ISA that during the term of this Agreement:

(1) This Agreement has been approved by Hoosier Park by proper corporate action;

(2) This Agreement is valid and enforceable in accordance with its terms;

(3) Hoosier Park and its officers, directors and employees shall not threaten, intimidate or otherwise coerce any horseman, or ISA member, employee, or representative;

(4) Hoosier Park and the ISA shall use their best efforts to ensure that the backstretch area is maintained in a safe, clean and orderly condition.

(5) Each Hoosier Park official, agent, servant or employee of Hoosier Park shall utilize all reasonable powers of persuasion and all reasonable and legal means at their disposal to ensure that Hoosier Park complies with the terms of this Agreement.

20. Right to Terminate

a. If, during the term of this Agreement, Hoosier Park is prevented from conducting eight (8) scheduled races due to the concerted action of the ISA's officers, directors, employees and/or members which results in a boycott of eight (8) scheduled races, and such boycott is not related to track conditions or some other safety related issue, then, in such event, Hoosier Park shall have the right to terminate this Agreement by giving written notice to the ISA. The ISA shall have until 10:00 a.m. of the next day to prevent the boycott of future races and to provide evidence to Hoosier Park that the boycott has been prevented. If the ISA fails to prevent the boycott by that time, then Hoosier Park may terminate this Agreement immediately without further action or notice to the ISA.

b. Without limiting Hoosier Park's right under Paragraph 21.a, either party may terminate this Agreement upon the other party's failure to substantially perform as required under the terms of this Agreement and such failure continues for fifteen (15) days following the date on which written notice of default is mailed pursuant to Section 21.

c. Termination under this Section shall not constitute an election of remedies nor shall it constitute a waiver of a party's other remedies in law or equity.

21. **Notices.** All notices, requests, demands or other communications as may be required by this Agreement shall be in writing and, served either by certified mail, return receipt requested, or by personal delivery. Such notices, requests, demands or other communications shall be deemed to have been given when deposited in the United States Mail (as set forth above) or actually delivered by personal delivery. For all purposes of this Agreement, the following are the addresses of the parties:

Hoosier Park:

Richard B. Moore
VP/General Manager of Racing
Hoosier Park, LLC
4500 Dan Patch Circle
Anderson, Indiana 46013

Telephone (765) 609-4831
Facsimile (765) 608-2754

Copies to:

Jim Brown
President & COO
Centaur
111 Monument Circle, Suite 777
Indianapolis, Indiana 46204

John Keeler
Racing Counsel
Centaur
111 Monument Circle, Suite 777
Indianapolis, Indiana 46204

Rich RudenVP/Director of Finance
Hoosier Park, LLC
4500 Dan Patch Circle
Anderson, Indiana 46013

ISA:

Jack Keininger, President
Indiana Standardbred Assoc.
7990 North 475 East
Rochester, IN 46975

Copies to:

Joe Putnam - 1st Vice Pres.
811 W Cabriolet Way
Pendleton, IN 46064

Richard Keaton - 2nd Vice Pres.
Indiana Standardbred ISA
737 Green Meadows Drive - Ste. 300
Greenfield, IN 46140

Either party may amend the person or address for notices, demands, or other communications in writing to the other party from time to time.

22. **Indemnification**. The ISA shall indemnify and hold harmless Hoosier Park from and against any damage, deficiency, loss, action, judgment, cost and expense (including reasonable attorneys' fees) resulting from any judgment in favor of a member or other person on account of any payments made or wrongful use of funds provided under the provisions of Paragraph 4 and Paragraph 19c. of this Agreement, so long as such wrongful use was not recommended, suggested, demanded, required, or urged by Hoosier Park.

23. **Further Assurances**. The ISA and Hoosier Park shall execute such assignments, instruments and documents, shall take such further actions and shall give such further assurances as may be necessary to accomplish the purpose and intent of this Agreement.

24. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

25. **Rights of Others**. Nothing contained in this Agreement shall be construed as giving any member of the ISA a preference with respect to the eligibility to race, to obtain stalls, to share purses, to

purchase admission tickets for racing and other events, or to participate in any benefit by Hoosier Park to horsemen in general.

26. **Waivers.** No waiver of any breach of this Agreement or any terms hereof shall be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or any subsequent breach.

27. **Applicable Law.** This Agreement is being executed and delivered in the State of Indiana and shall be construed and enforced in accordance with the laws of that State. The parties further agree that jurisdiction and venue for all litigation or other dispute resolution shall be in either Indiana State Court or Federal Courts in Indiana.

28. **Severability.** If any provision of this Agreement is declared invalid by any tribunal, or becomes invalid or inoperative by operation of law, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

29. **Assignment.** This Agreement shall not be assigned by the ISA without Hoosier Park's prior written consent, which consent shall not be unreasonably withheld. This Agreement shall not be assigned by Hoosier Park without prior written consent of the ISA, which consent shall not be unreasonably withheld.

30. **Entire Agreement; Modification.** This is the entire agreement among the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. No modification, variation, or amendment of this Agreement shall be effective unless such modification, variation, or amendment is in writing and has been signed by the parties hereto.

IN WITNESS THEREOF, the parties have signed this Agreement as of the date first set forth above.

HOOSIER PARK, L.L.C.

BY: 

Richard B. Moore
VP/General Manager of Racing
Hoosier Park, L.L.C.

Date 3/30/18

INDIANA STANDARDBRED ASSOC.

By: 

Jack Keininger
President
Indiana Standardbred Association

Date 4-3-18