

Agenda Item #8

Indiana Horse Racing Commission Meeting

October 29, 2013

Rules for Readoption

Article 1. Definitions

- 71 IAC 1-1-1 Applicability
- 71 IAC 1-1-1.5 "Account wagering" defined
- 71 IAC 1-1-2 "Act" defined
- 71 IAC 1-1-3 "Added money" defined
- 71 IAC 1-1-4 "Age" defined
- 71 IAC 1-1-5 "Also eligible" defined
- 71 IAC 1-1-6 "Appeal" defined
- 71 IAC 1-1-7 "Applicant" defined
- 71 IAC 1-1-8 "ARCI" defined
- 71 IAC 1-1-9 "Arrears" defined
- 71 IAC 1-1-9.1 "Assistant executive director" defined
- 71 IAC 1-1-10 "Association" or "permit holder" defined
- 71 IAC 1-1-11 "Association grounds" or "enclosure" defined
- 71 IAC 1-1-12 "Authorized agent" defined
- 71 IAC 1-1-13 "Beneficial interest" defined
- 71 IAC 1-1-14 "Best efforts" defined
- 71 IAC 1-1-15 "Betting interest" defined
- 71 IAC 1-1-16 "Bleeder list" defined
- 71 IAC 1-1-17 "Breakage" defined
- 71 IAC 1-1-18 "Breeder" defined
- 71 IAC 1-1-19 "Carryover" defined
- 71 IAC 1-1-20 "Claiming race" defined
- 71 IAC 1-1-21 "Classified race" defined
- 71 IAC 1-1-22 "Commission" defined
- 71 IAC 1-1-23 "Complaint" defined
- 71 IAC 1-1-24 "Conditioned race" defined
- 71 IAC 1-1-25 "Conditions" defined
- 71 IAC 1-1-26 "Contest" defined
- 71 IAC 1-1-27 "Contestant" defined
- 71 IAC 1-1-27.5 "Controlled substance" defined
- 71 IAC 1-1-28 "Coupled entry" defined
- 71 IAC 1-1-29 "CTA" defined
- 71 IAC 1-1-30 "Day" defined
- 71 IAC 1-1-31 "Dead heat" defined
- 71 IAC 1-1-32 "Declaration" defined
- 71 IAC 1-1-33 "Decoder" defined
- 71 IAC 1-1-34 "Downlink" defined
- 71 IAC 1-1-35 "Driver" defined
- 71 IAC 1-1-36 "Early closing race" defined
- 71 IAC 1-1-36.5 "Electronic registration system" defined
- 71 IAC 1-1-37 "Elimination heats" defined
- 71 IAC 1-1-38 "Encryption", "encrypted", or "encoded" defined
- 71 IAC 1-1-39 "Entry" defined
- 71 IAC 1-1-39.1 "Executive director" or "executive secretary" defined
- 71 IAC 1-1-40 "Exhibition race" defined
- 71 IAC 1-1-41 "Expired ticked" defined
- 71 IAC 1-1-41.5 "Extended race meet" defined
- 71 IAC 1-1-43 "Forfeit" defined
- 71 IAC 1-1-43.5 "Gambling game" defined
- 71 IAC 1-1-43.7 "Gaming commission" defined
- 71 IAC 1-1-44 "Guest association" or "receiving association" defined
- 71 IAC 1-1-45 "Handicap" defined
- 71 IAC 1-1-46 "Handle" defined
- 71 IAC 1-1-47.1 "Horse industry trust account" defined
- 71 IAC 1-1-48 "Host association" defined
- 71 IAC 1-1-49 "In harness" defined
- 71 IAC 1-1-50 "Inquiry" defined
- 71 IAC 1-1-51 "Judge" or "steward" defined
- 71 IAC 1-1-53 "Late closing race" defined
- 71 IAC 1-1-54 "Licensee" defined
- 71 IAC 1-1-55 "Maiden" defined
- 71 IAC 1-1-56 "Maiden race" defined
- 71 IAC 1-1-57 "Match race" defined
- 71 IAC 1-1-58 "Matinee race" defined

71 IAC 1-1-59 "Meeting" defined
71 IAC 1-1-60 "Minus pool" defined
71 IAC 1-1-61 "Month" defined
71 IAC 1-1-62 "Mutuel field" defined
71 IAC 1-1-63 "Net pool" defined
71 IAC 1-1-64 "Nomination" defined
71 IAC 1-1-65 "Nominator" defined
71 IAC 1-1-66 "Objection" defined
71 IAC 1-1-67 "Off time" defined
71 IAC 1-1-67.5 "Out of competition testing" defined
71 IAC 1-1-68 "Official order of finish" defined
71 IAC 1-1-69 "Official starter" defined
71 IAC 1-1-70 "Official time" defined
71 IAC 1-1-70.5 "Open race" defined
71 IAC 1-1-71 "Optional claiming race" defined
71 IAC 1-1-71.5 "Out of competition testing" defined
71 IAC 1-1-72 "Outs" defined
71 IAC 1-1-73 "Overnight race" defined
71 IAC 1-1-74 "Owner" defined
71 IAC 1-1-75 "Paddock" defined
71 IAC 1-1-75.1 "Pari-mutuel ticket" or "ticket" defined
71 IAC 1-1-75.5 "Pari-mutuel voucher" or "voucher" defined
71 IAC 1-1-76 "Pari-mutuel wagering" defined
71 IAC 1-1-77 "Patron" defined
71 IAC 1-1-78 "Payoff" defined
71 IAC 1-1-79 "Performance" defined
71 IAC 1-1-80 "Permit" defined
71 IAC 1-1-81 "Person" defined
71 IAC 1-1-81.5 "Possession" or "in their possession" defined
71 IAC 1-1-82 "Post position" defined
71 IAC 1-1-83 "Post time" defined
71 IAC 1-1-83.5 "Prescription drug" defined
71 IAC 1-1-83.5 "Prima facie evidence" defined
71 IAC 1-1-85 "Profit" defined
71 IAC 1-1-86 "Profit split" defined
71 IAC 1-1-87 "Program" defined
71 IAC 1-1-88 "Protest" defined
71 IAC 1-1-89 "Purse" defined
71 IAC 1-1-90 "Race" defined

71 IAC 1-1-91 "Record" defined
71 IAC 1-1-92 "Restricted area" defined
71 IAC 1-1-93 "Result" defined
71 IAC 1-1-94 "Rules" defined
71 IAC 1-1-95 "Satellite facility" defined
71 IAC 1-1-96 "Satellite transponder" or "transponder" defined
71 IAC 1-1-97 "Scoring" defined
71 IAC 1-1-98 "Scratch" defined
71 IAC 1-1-99 "Scratch time" defined
71 IAC 1-1-100 "Simulcast" defined
71 IAC 1-1-101 "Single price pool" defined
71 IAC 1-1-102 "Stable name" defined
71 IAC 1-1-103 "Stakes race" defined
71 IAC 1-1-104 "Starter" defined
71 IAC 1-1-106 "Sulky" defined
71 IAC 1-1-107 "Takeout" defined
71 IAC 1-1-108 "Totalizator" defined
71 IAC 1-1-109 "Two in three race" defined
71 IAC 1-1-110 "Uplink" defined
71 IAC 1-1-111 "USTA" defined
71 IAC 1-1-112 "Walkover" defined
71 IAC 1-1-113 "Week" defined
71 IAC 1-1-114 "Winner" defined
71 IAC 1-1-115 "Year" defined

Article 1.5. Flat Racing; Definitions

71 IAC 1.5-1-1 Applicability
71 IAC 1.5-1.5 "Account wagering" defined
71 IAC 1.5-1-2 "Act" defined
71 IAC 1.5-1-3 "Added money" defined
71 IAC 1.5-1-4 "Age" defined
71 IAC 1.5-1-5 "Allowance race" defined
71 IAC 1.5-1-6 "Also eligible" defined
71 IAC 1.5-1-7 "Appeal" defined
71 IAC 1.5-1-8 "Applicant" defined
71 IAC 1.5-1-9 "ARCI" defined
71 IAC 1.5-1-10 "Arrears" defined
71 IAC 1.5-1-10.5 "Assistant executive director" defined
71 IAC 1.5-1-11 "Association" or "permit holder" defined

71 IAC 1.5-1-12 "Association grounds" or "enclosure" defined
71 IAC 1.5-1-13 "Authorized agent" defined
71 IAC 1.5-1-14 "Beneficial interest" defined
71 IAC 1.5-1-15 "Best efforts" defined
71 IAC 1.5-1-16 "Betting interest" defined
71 IAC 1.5-1-17 "Bleeder list" defined
71 IAC 1.5-1-18 "Breakage" defined
71 IAC 1.5-1-19 "Breeder" defined
71 IAC 1.5-1-20 "Carryover" defined
71 IAC 1.5-1-21 "Claiming race" defined
71 IAC 1.5-1-22 "Commission" defined
71 IAC 1.5-1-23 "Complaint" defined
71 IAC 1.5-1-24 "Conditions" defined
71 IAC 1.5-1-25 "Contest" defined
71 IAC 1.5-1-26 "Contestant" defined
71 IAC 1.5-1-26.5 "Controlled substance" defined
71 IAC 1.5-1-27 "Coupled entry" defined
71 IAC 1.5-1-28 "Day" defined
71 IAC 1.5-1-29 "Dead heat" defined
71 IAC 1.5-1-30 "Declaration" defined
71 IAC 1.5-1-31 "Decoder" defined
71 IAC 1.5-1-32 "Downlink" defined
71 IAC 1.5-1-33 "Encryption", "encrypted", or "encoded" defined
71 IAC 1.5-1-34 "Entry" defined
71 IAC 1.5-1-35 "Executive director" or "executive secretary" defined
71 IAC 1.5-1-36 "Exhibition race" defined
71 IAC 1.5-1-37 "Expired ticked" defined
71 IAC 1.5-1-37.5 "Extended race meet" defined
71 IAC 1.5-1-39 "Flat race" defined
71 IAC 1.5-1-40 "Foreign substance" defined
71 IAC 1.5-1-41 "Forfeit" defined
71 IAC 1.5-1-41.5 "Gambling game" defined
71 IAC 1.5-1-41.7 "Gaming commission" defined
71 IAC 1.5-1-42 "Guest association" or "receiving association" defined
71 IAC 1.5-1-43 "Handicap" defined
71 IAC 1.5-1-44 "Handle" defined
71 IAC 1.5-1-45.1 "Horse industry trust account" defined
71 IAC 1.5-1-46 "Host association" defined

71 IAC 1.5-1-47 "Inquiry" defined
71 IAC 1.5-1-48 "Jockey" or "rider" defined
71 IAC 1.5-1-49 "Judge" or "steward" defined
71 IAC 1.5-1-51 "Licensee" defined
71 IAC 1.5-1-54 "Match race" defined
71 IAC 1.5-1-55 "Meeting" defined
71 IAC 1.5-1-56 "Minus pool" defined
71 IAC 1.5-1-57 "Month" defined
71 IAC 1.5-1-58 "Mutuel field" defined
71 IAC 1.5-1-59 "Net pool" defined
71 IAC 1.5-1-60 "Nomination" defined
71 IAC 1.5-1-61 "Nominator" defined
71 IAC 1.5-1-62 "Objection" defined
71 IAC 1.5-1-63 "Off time" defined
71 IAC 1.5-1-64 "Official order of finish" defined
71 IAC 1.5-1-65 "Official starter" defined
71 IAC 1.5-1-66 "Official time" defined
71 IAC 1.5-1-66.5 "Open race" defined
71 IAC 1.5-1-67 "Optional claiming race" defined
71 IAC 1.5-1-67.5 "Out of competition testing" defined
71 IAC 1.5-1-68 "Outs" defined
71 IAC 1.5-1-69 "Overnight race" defined
71 IAC 1.5-1-70 "Owner" defined
71 IAC 1.5-1-71 "Paddock" defined
71 IAC 1.5-1-71.5 "Pari-mutuel voucher" or "voucher" defined
71 IAC 1.5-1-72 "Pari-mutuel wagering" defined
71 IAC 1.5-1-73 "Patron" defined
71 IAC 1.5-1-74 "Payoff" defined
71 IAC 1.5-1-75 "Performance" defined
71 IAC 1.5-1-76 "Permit" defined
71 IAC 1.5-1-77 "Person" defined
71 IAC 1.5-1-77.5 "Possession" or "in their possession" defined
71 IAC 1.5-1-79 "Post position" defined
71 IAC 1.5-1-79 "Post time" defined
71 IAC 1.5-1-79.5 "Prescription drug" defined
71 IAC 1.5-1-80 "Prima facie evidence" defined
71 IAC 1.5-1-81 "Profit" defined
71 IAC 1.5-1-82 "Profit split" defined
71 IAC 1.5-1-83 "Program" defined

71 IAC 1.5-1-84 "Protest" defined
71 IAC 1.5-1-85 "Purse" defined
71 IAC 1.5-1-86 "Race" defined
71 IAC 1.5-1-87 "Restricted area" defined
71 IAC 1.5-1-88 "Result" defined
71 IAC 1.5-1-89 "Rules" defined
71 IAC 1.5-1-90 "Satellite facility" defined
71 IAC 1.5-1-91 "Satellite transponder" or
"transponder" defined
71 IAC 1.5-1-92 "Scratch" defined
71 IAC 1.5-1-93 "Scratch time" defined
71 IAC 1.5-1-94 "Simulcast" defined
71 IAC 1.5-1-95 "Single price pool" defined
71 IAC 1.5-1-96 "Stable name" defined
71 IAC 1.5-1-97 "Stakes race" defined
71 IAC 1.5-1-98 "Starter" defined
71 IAC 1.5-1-99 "Steeplechase race" defined
71 IAC 1-1-101 "Takeout" defined
71 IAC 1.5-1-102 "Totalizator" defined
71 IAC 1.5-1-102.5 "Traction device" defined
71 IAC 1.5-1-103 "Uplink" defined
71 IAC 1.5-1-104 "Walkover" defined
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71 IAC 1.5-1-107 "Weigh out" defined
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71 IAC 2-3-1 Membership and meetings
71 IAC 2-4-1 Annual Report
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71 IAC 3-2-8 Records and report
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71 IAC 3-3-8 Posting of entries
71 IAC 3-3-9 Stakes and entrance money records
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71 IAC 3-11-1 General authority
71 IAC 3-12-1 General authority
71 IAC 3-13-1 General authority
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71 IAC 4-2-2 Bond requirements
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71 IAC 4-3-11 Barns
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Article 4.5. Flat Racing; Associations

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71 IAC 4.5-2-8 Purse monies
71 IAC 4.5-3-1 Facilities for patrons and licensees
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71 IAC 4.5-3-3 Officials' stands
71 IAC 4.5-3-4 Audio and visual equipment
71 IAC 4.5-3-5 Race track
71 IAC 4.5-3-6 Rails
71 IAC 4.5-3-7 Starting gates
71 IAC 4.5-3-8 Distance markers
71 IAC 4.5-3-9 Lighting
71 IAC 4.5-3-10 Equine Ambulance
71 IAC 4.5-3-11 Barns
71 IAC 4.5-3-12 Test barn
71 IAC 4.5-3-13 Isolation area
71 IAC 4.5-4-1 Security

71 IAC 4.5-4-2 Fire prevention
71 IAC 4.5-4-3 Insect and rodent control
71 IAC 4.5-4-4 Performances
71 IAC 4.5-4-5 Complaints
71 IAC 4.5-4-5 Complaints
71 IAC 4.5-4-6 Ejection and exclusion
71 IAC 4.5-4-7 Report to file
71 IAC 4.5-4-8 Track rules
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71 IAC 5-1-3 Multi-state licensing information
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71 IAC 5-1-9 Employer endorsement of license applications
71 IAC 5-1-11 Financial responsibility
71 IAC 5-1-15 Reciprocity
71 IAC 5-1-20 More than one license
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71 IAC 5-1-29 Review of trainer transfers
71 IAC 5-2-1 Licensing requirements for owners
71 IAC 5-2-2 Licensing requirements for multiple owners
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71 IAC 5-2-4 Stable name registration
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71 IAC 5-4-1 Drivers; licensing
71 IAC 5-4-2 Drivers; presence in paddock
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Article 5.5. Flat Racing; Licensees

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71 IAC 5.5-1-20 More than one license
71 IAC 5.5-1-21 Conflict of interest
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71 IAC 5.5-1-25 Safety helmets
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71 IAC 5.5-1-28 Cooperation with investigations
71 IAC 5.5-1-29 Reporting known or suspected irregularities and rule violations
71 IAC 5.5-1-30 Review of horse transfers
71 IAC 5.5-1-31 Review of trainer transfers
71 IAC 5.5-2-1 Licensing requirements for owners
71 IAC 5.5-2-2 Licensing requirements for multiple owners
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71 IAC 5.5-3-3.1 "In Today" responsibilities
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71 IAC 5.5-5-2 Limit on contracts
71 IAC 5.5-5-3 Responsibilities
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71 IAC 5.5-5-5 Agent withdrawal
71 IAC 5.5-6-1 Licenses required
71 IAC 5.5-6-2 Powers and duties
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Article 6. Types of Races

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71 IAC 8.5-13-2 Specific levels requiring scratch
71 IAC 8.5-13-3 Refusal to test
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Article 13.5. Thoroughbred Breed Development Program

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71 IAC 14.5-2-2 Foal registration

Agenda Item #9

Breed Development

Overview

Pursuant to IC 4-31-11, breed development funds have been established to promote the breeding of horses while stimulating the agri-business sector of the state's economy.

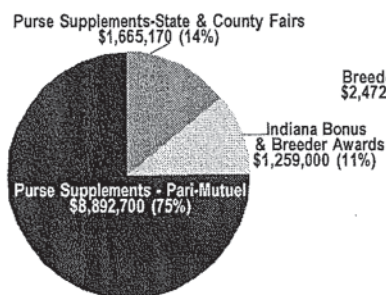
Historically, breed development funds have consisted of breakage (the difference in the rounding off of pari-mutuel payoffs), outs (all uncashed tickets), and riverboat admissions tax allocation. This same funding mechanism has been in place until racinos opened at Indiana's

two racetracks in June of 2008. At this time, riverboat allocation was replaced by an allocation from slot machine wagering at racinos in accordance with 71 IAC 4-35-7-12.

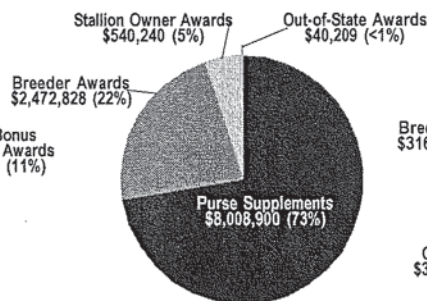
By visiting the commission website (www.in.gov/hrc), information can be obtained regarding eligibility requirements for racing awards such as those described in the charts below. There are detailed instructions on how to register a foal/horse, what applications to use and what type of deadlines apply.

2012 Award / Purse Distributions

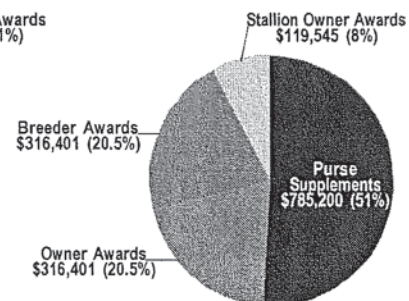
Standardbred Awards / Purses Total Distributed: \$11,816,870



Thoroughbred Awards / Purses Total Distributed: \$11,062,177



Quarter Horse Awards / Purses Total Distributed: \$1,537,547



2012 Breed Development Fund Revenues

Breed	Breakage	Outstanding Tickets *	Slot Revenue	Total
Standardbred	254,526	304,844	11,698,985	12,258,355
Thoroughbred	254,526	304,844	9,859,188	10,418,558
Quarter Horse	21,209	25,404	1,285,981	1,332,594
Total	\$530,261	\$635,092	\$22,844,154	\$24,009,507

* Outstanding ticket revenue is based on tickets purchased in 2011 which expired in 2012.

2012 Breed Development Committee Members

Standardbred Breed Development Advisory Committee

Michael Christner, *Chair*
Don Eash
Scott Snyder

Standardbred Advisory Board

Dwayne Rhule, *Chair*
Tim Graber
Byron Hooley
Pam Cross
Faron Parr
Jessica Barnes, *ExOfficio Member*

Thoroughbred Breed Development Advisory Committee

Wendy Brown, *Chair*
Steve Stults
Paul Tinkle

Quarter Horse Breed Development Advisory Committee

Mike Gross, *Chair*
Randy Thompson

Breed Development Population Statistics

Quarter Horse Breed Development Program

Year	Total Mares Registered	Total Foals Registered	Total Stallions Registered
2002	169	110	63
2003	181	103	55
2004	173	107	55
2005	161	101	57
2006	179	119	54
2007	208	131	51
2008	219	138	58
2009	265	166	63
2010	301	177	76
2011	367	213	76
2012	400	240	75
2013	388	122*	73

Thoroughbred Breed Development Program

Year	Total Mares Registered	Total Foals Registered	Total Stallions Registered
2000	714	505	115
2001	852	551	117
2002	882	553	119
2003	856	537	125
2004	768	450	123
2005	616	355	112
2006	547	326	111
2007	520	322	100
2008	715	501	124
2009	1094	674	135
2010	1204	729	149
2011	1239	734	151
2012	1116	673	127
2013	920*	203*	114

**These numbers may increase as additional horses are registered.*

Breed Development Population Statistics

Standardbred Breed Development Program

Year	Total Mares Bred – IN Stallions	Total Mares Registered	Total Indiana Sired Foals Registered	Total Indiana Sired & Bred Foals Registered	Total Stallions Registered
2000	2257	n/a	1329	n/a	205
2001	2182	n/a	1212	n/a	192
2002	2144	n/a	1168	n/a	197
2003	1987	n/a	1106	n/a	174
2004	1651	n/a	977	n/a	178
2005	1660	n/a	933	n/a	172
2006	1554	n/a	892	n/a	141
2007	1766	n/a	893	n/a	134
2008	2147	n/a	959	n/a	155
2009	2641	1758	1170	n/a	174
2010	2973	2178	1443	1008	182
2011	3312	2196	1744	1167	180
2012	2542	1939	1717	1302	147
2013	**	1443	**	1087*	127

*** Number not yet available from USTA*

**These numbers may increase as additional horses are registered.*

INDIANA BRED/SIRED HORSES COMPETING IN OPEN RACES

Thoroughbred Breed Development			
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	<u>2010</u>	<u>2011</u>	<u>2012</u>
IB- # in Open Races	303	187	259
Total # Horses in Open Races	6113	4930	4202
% of IB in Open Races	4.96%	3.79%	6.16%
IB - Open Races Money Won	\$430,149	\$375,632	\$755,209
Money Available to IB - Open Races	\$16,147,900	\$14,628,500	\$13,210,900
% of Money Available Money Earned	2.66%	2.57%	5.72%

Quarter Horse Breed Development			
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	<u>2010</u>	<u>2011</u>	<u>2012</u>
IB- # in Open Races	41	87	95
Total # Horses in Open Races	1056	971	992
% of IB in Open Races	3.88%	8.96%	9.58%
IB - Open Races Money Won	\$17,214	\$183,448	\$373,253
Money Available to IB - Open Races	\$1,957,000	\$1,901,580	\$1,732,280
% of Money Available Money Earned	0.88%	9.65%	21.55%

Standardbred Breed Development			
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	<u>2010</u>	<u>2011</u>	<u>2012</u>
IS- Open Races	4921	5355	5571
Total # Horses in Open Races	12965	12264	11207
% of IS in Open Races	37.96%	43.66%	49.71%
IS - Open Races Money Won	\$4,039,849	\$4,362,408	\$4,605,040
Money Available to IS - Open Races	\$13,507,478	\$12,316,200	\$11,010,775
% of Money Available Money Earned	29.91%	35.42%	41.82%

Agenda Item #10



October 4, 2013

Mr. Joe Gorajec
Executive Director
Indiana Horse Racing Commission

Dear Joe,

Indiana Downs respectfully requests the Indiana Horse Racing Commission change the way the Thoroughbred purse funding guideline is written for Indiana-breds.

Currently, the written IHRC guideline for Indiana-bred purses allows for only the amount of purse monies derived from pari-mutuel wagering to be directed toward Indiana-bred and -sired races. In addition to that, however, the Commission has also wisely allowed an exception for additional monies—beyond the aggregate of pari-mutuel-derived purse monies—to be directed to the very highest quality Indiana races, the Indiana-bred and -sired stakes races. In order to reward quality racing and breeding, the Commission has allowed for 50% of Indiana stakes races to be funded with monies beyond the “pari-mutuel-derived-only” guideline.

Historically, when all pari-mutuel-derived purse monies, the additional stakes monies that were an exception to the guideline, and the awards and supplements paid to Indiana-bred and -sired Thoroughbreds are all totaled up, *Indiana-bred and -sired horses have won more than 50% of all monies available in Indiana.* That number has typically been calculated at approximately 51%, plus or minus a few percent, depending on the year.

Given this history, Indiana Downs respectfully requests that the IHRC change the current written Indiana-bred and -sired funding guidelines to read such that when all monies are considered—purses, supplements, and awards—for all Indiana-bred and -sired Thoroughbred races that the guideline call for the aggregate of these monies to be 50%, plus or minus 5%, of the total monies paid out.

This change in language would more accurately reflect what has been happening over the last several years and it will more clearly define and stabilize for current and prospective Indiana-bred and/or -sired owners and breeders an accurate, easily-understood account of what is truly taking place in our state with our program.

An additional guideline change that eliminates the requirement that open races and Indiana-bred races of the same conditions be contested at the same purse level would also compliment the funding guideline change. Rather, a rule that allowed any Indiana Thoroughbred Breed Development race to offer a purse equal to or higher than that of an open race with the same conditions would then allow us to maximize the entire racing program at Indiana Downs for all participants.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Schuster". The signature is written in a cursive, flowing style with a long horizontal stroke extending to the right.

Jon Schuster
Vice President and General Manager of Racing
Indiana Downs



Indiana Horsemen's Benevolent & Protective Association, Inc.

32 Hollaway Boulevard
Brownsburg, IN 46112
(317)-903-4382 www.inhbpa.org

October 14, 2013

To: Joe Gorajec, Indiana Horse Racing Commission Executive Director
Jessica Barnes, IHRC Director of Racing and Breed Development

Dear Joe and Jessica,

On behalf of the members and board of the Indiana Horsemen's Benevolent and Protective Association (IN HBPA), I want to express our support for the proposal submitted by Indiana Downs to change some of the guidelines and guideline language for how Indiana-bred and -sired races can be, and are, funded.

It is our understanding that Indiana Downs is seeking a change that would alter the IHRC guidelines for Indiana-bred purses so that it now would allow for the aggregate of all monies paid out for Indiana-bred and -sired thoroughbred purses to be 50% of all purse monies paid, plus or minus 5%. Further, they are requesting that any Indiana Thoroughbred Breed Development race be allowed to be contested with a purse equal to or higher than that of an open race with the same conditions.

This proposal represents many conversations we have had with representatives of Indiana Downs and Centaur Racing regarding Indiana-bred and -sired purse funding. We are grateful for their initiative in bringing this forward and we support these changes.

It would be our request that this concept would be considered by the full Commission at your earliest opportunity. It would be our hope that it would receive the Commission's approval, so that it could be incorporated into the Thoroughbred Breed Development Advisory Board's deliberations and built into the thoroughbred racing program for 2014.

Thank you for your consideration,

Joe Davis, President
Indiana HBPA

Pitman, Deena

From: Gorajec, Joe
Sent: Friday, October 18, 2013 10:18 AM
To: Pitman, Deena
Subject: FW: ITOBA

From: swiftyfarms@frontier.com [<mailto:swiftyfarms@frontier.com>]
Sent: Friday, October 18, 2013 10:13 AM
To: Gorajec, Joe
Cc: Brian.Elmore@hoosierpark.com; Jonathan.Schuster@indy-grand.com; Darlenelikens@yahoo.com
Subject: ITOBA

Mr. Joe Gorajec,

ITOBA strongly agrees that the guidelines for Indiana bred and sired funding be written to the extent that Jon Schuster of Indiana Downs suggests as well as his suggestion to the change of the guideline requiring Indiana bred and open races of the same condition be contested at the same purse level. ITOBA believes this will be beneficial for the owners and breeders of Indiana.

Thank you,

Christina Lawton
ITOBA Executive Director

Herb Likens
ITOBA President

Wendy Brown

9126 W. 82nd. St.
Indianapolis, Indiana 46278

October 15, 2013

Joe Gorajec
Executive Director
Indiana Horse racing Commission
1302 North Meridian St., Suite 175
Indianapolis, Indiana 46202

Dear Joe,

The Thoroughbred Breed Advisory Committee approves of the guideline changes proposed by Jon Schuster, of Indiana Downs. I have discussed these guideline changes with Steve Stults and Paul Tinkle, my fellow committee members. We welcome additional funding for Indiana bred and sired races. It appears Indiana Downs is committed to a quality Indiana Bred program. It is a good time to own an Indiana Bred.

Sincerely yours,

WendyBrown, Indiana Thoroughbred Breed Advisory Committee Chairwoman

Current Policy

(Approved July 13, 2010)

Purse Levels:

Purses for Indiana bred and/or Indiana sired races shall be the same as open race purses (excluding purse supplement on open races). However, subject to available funds, should the number of Indiana bred races for a claiming price of \$10,000 or more all below an average of two per day, the track may provide purse levels greater than open races.

Funding Sources:

Slot Funding: As provided in IC 4-31-7-12, 40% of thoroughbred monies are directed to be used solely for breed development purposes. Under this recommendation, 60% of thoroughbred monies would be utilized by the tracks solely for open race purses.

Pari-mutuel Funds: Purse monies generated from pari-mutuel wagering shall be allocated in proportion to the number of Indiana bred and open races programmed. For example, if three of a track's nine races are Indiana bred races, then one-third of the pari-mutuel generated purse money will be allocated for breed development purposes¹.

¹ The tracks, at their discretion, may utilize open purse money for the purpose of continued funding of Indiana bred races with a claiming price of less than \$10,000.

Agenda Item #11

STATE OF INDIANA
BEFORE THE INDIANA HORSE RACING COMMISSION

IN RE:

THE PETITION OF CENTAUR HOLDINGS, LLC,)
NEW CENTAUR, LLC, HOOSIER PARK, LLC,)
AND CENTAUR ACQUISITION, LLC,) SS
REQUESTING THAT THE COMMISSION)
APPROVE TOTE SERVICE AGREEMENT)



PETITION

COMES NOW Petitioners, Centaur Holdings, LLC (Centaur), New Centaur, LLC (New Centaur), Hoosier Park, LLC (Hoosier Park), and Centaur Acquisition, LLC (Indiana Downs) by counsel respectfully request that the Indiana Horse Racing Commission (Commission) approve the Tote Service Agreement attached hereto as Exhibit A, which is incorporated by reference and made a part hereof (Tote Agreement).

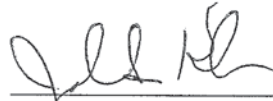
In support of such Petition, Petitioners show the Commission as follows:

1. Centaur is the owner of New Centaur, which is the owner of Hoosier Park and Indiana Downs (Hoosier Park and Indiana Downs are collectively referred to as Licensees);
2. Hoosier Park is the holder of a permit to conduct a horse racing meeting at Hoosier Park, which permit was issued by the Commission pursuant to IC 4-31-5-8. The permit issued to Hoosier Park was most recently renewed by the Commission at its regular meeting on December 14, 2012;
3. Hoosier Park is the holder of (3) licenses to conduct pari-mutuel wagering at its satellite facilities in Fort Wayne, Indianapolis and Merrillville. These (3) licenses were issued by the Commission pursuant to IC 4-31-5.5-3 and were most recently renewed by the Commission at its regular meeting on December 14, 2012;
4. Indiana Downs is the holder of a permit to conduct a horse racing at Indiana Downs, which permit was transferred by the Commission to Indiana Downs by order of the Commission dated January 7, 2013;
5. Indiana Downs is the holder of two (2) licenses to conduct pari-mutuel wagering at its satellite facilities in Clarksville and Evansville (Evansville is currently inactive). These two (2) licenses were transferred by the Commission to Indiana Downs by order dated January 7, 2013;
6. 71 IAC 11-1-12(a)(3) and 71 IAC 12-1-15(a)(3) require Commission approval for a permit holder to execute a contract for totalizer services;

7. The Tote Agreement commits United Tote to provide totalizer services to Hoosier Park and Indiana Downs and their respective satellite facilities during the period commencing on December 20, 2013 through December 31, 2020 and provides for an automatic three (3) year renewal unless either party timely opts out; and
8. Hoosier Park is currently employing the services of United Tote and found them to be more than satisfactory. Indiana Downs has been under contract with another tote vendor. This contract expires on December 19, 2013. Employing a common tote vendor will allow Licensees to achieve cost saving synergies due to economies of scale and provide optionality for future upgrades, new products and opportunities since all facilities will be using the same systems platform and vendor.

WHEREFORE, Petitioners respectfully request that the Commission: (1) Approve the Distribution Agreement; (2) Authorize Licensees to enter into the Tote Agreement; and (3) Grant such other relief as may be right and proper in the premises.

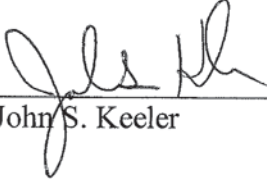
Respectfully Submitted,



John S. Keeler
Attorney for Petitioners, Centaur, New Centaur,
Hoosier Park, and Indiana Downs

Certificate of Service

I hereby certify that a copy of the foregoing was served upon Ms. Lea Ellingwood, Esq., 1302 N. Meridian Street, Suite 175, Indianapolis, Indiana 46202 by hand delivery, this 17 day of October, 2013.



John S. Keeler

John S. Keeler, # 5110-49
10 West Market Street, Suite 200
Indianapolis, IN 46204
317-656-8782

TOTE SERVICES AGREEMENT

This **TOTE SERVICES AGREEMENT** (hereinafter "Agreement") is effective as of the 20th day of December, 2013, ("Effective Date") by and between **UNITED TOTE COMPANY**, a Montana corporation with offices located at 600 N. Hurstbourne Parkway, Suite 400, Louisville, Kentucky 40222 ("United Tote"), and **Hoosier Park, LLC**, an Indiana limited liability company with offices located at 10 West Market St., Indianapolis, IN 46204 (Hoosier) and Centaur Acquisition, LLC, an Indiana limited liability company with offices located at 10 West Market St., Indianapolis, Indiana 46204 (Acquisition) (individually and collectively, the "Associations").

RECITALS

- A. The Associations operate racetracks ("Racetracks") and off track betting sites ("OTBs") (collectively, the "Locations").
- B. The parties desire to enter into an agreement pursuant to which United Tote will provide totalisator equipment and services to the Associations in connection with its operation of the Locations.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 TOTALISATOR SYSTEM

1.1 Central Totalisator System. United Tote will provide tote services to each Location through a central totalisator system ("Central System") housed at a United Tote totalisator hub facility ("Hub") in a location determined by United Tote. The Central System will operate on proprietary totalisator system software developed and maintained by United Tote. United Tote will provide all software, hardware and personnel necessary for the operation of the Central System. The Central System shall be capable of performing the functions described in Exhibit B. The Central System may be utilized to service other United Tote customers in addition to the Associations.

1.2 Equipment. In connection with the tote services provided under this Agreement, United Tote shall provide the following equipment to the Associations (collectively "Equipment"):

- A. Wagering Terminals. United Tote shall supply to the Associations such terminals and equipment, up to the maximum quantities specified in Exhibit A, provided that the Locations have sufficient physical capacity to accommodate the terminals. In the event that one or more of the terminals (not counting spare terminals provided pursuant to this Agreement) are not

being fully utilized, in the judgment of United Tote, United Tote shall be permitted to remove those terminals from the Locations, provided that United Tote shall provide written notice to the Associations no less than forty-eight (48) hours prior to such removal. Any additional terminals and equipment may be provided upon the mutual written agreement of the parties on such terms as provided in Exhibit A. The terminals shall have the functionalities and features described in Exhibit C.

B. Administrative Terminals. United Tote shall supply such administrative terminals to the Associations as provided in Exhibit A.

C. HDOC Video Equipment. United Tote shall provide the Associations such HDOC video outputs as provided in Exhibit A with up to six (6) channels of IRIS video that will make available to each Racetracks' closed-circuit television distribution system the following information. Should technology change, United Tote will provide equipment with equivalent functionality:

- (1) Approximate odds on up to twelve (12) runners to win;
- (2) The order of finish of the first four (4) runners;
- (3) The amount that a minimum denomination winning ticket paid on Win, Place and Show Wagers, including dead heat prices; and
- (4) The amount that a minimum denomination winning ticket paid on Daily Double, Exacta, Quinella and Trifecta Wagers.

1.3 Products and Services. In connection with the tote services provided under this Agreement and to the extent permitted by the Indiana Horse Racing Commission, United Tote may provide the following products and services to the Associations ("Products and Services" and, collectively with the Equipment, the "System"):

A. EnterBet Wagering Interface. If the Associations are provided with F4 terminals, United Tote may provide the use of its EnterBet wagering interface on the F4 terminals, which may be configured to provide the features described in Exhibit D.

B. FastBet Card Compatibility. The System will have compatibility with the FastBet card. FastBet cards are magnetic stripe patron or token cards that allow for cashless, paper voucher-less and paper ticket-less pari-mutuel wagering at United Tote's F4™ and E Series™ terminals.

C. Datamaster Electronic File Transfer. United Tote will provide a Datamaster electronic XML files transfer system, or its XML equivalent, that will allow the Associations to receive at the Locations data from the Central System. The parties agree to cooperate and work together to facilitate the transfer of files upon implementation of the System.

D. Player-Tracking. United Tote shall provide player-tracking data through Datamaster or its XML equivalent. The Associations shall be solely responsible for obtaining and maintaining, in accordance with the specifications of United Tote, the magnetic stripe cards, personal computer system, associated hardware, and preferred patron management system encoder and software required for the player-tracking program, as well as all costs associated therewith.

E. Ticket and Voucher Paper. All standard ticket paper for the terminals shall be furnished upon such terms as provided in Exhibit A.

F. Report Generation. The System can provide the daily and specific reports described in Exhibit E. The Associations shall identify their report needs in a reasonable time in advance and shall minimize their requests for historical reports. Any requests for historical reports covering more than (30) days in the past may be generated upon mutually agreed upon terms.

G. Laser Printer. United Tote shall provide laser printers for report generation as provided in Exhibit A.

H. Web Services Software. United Tote shall grant a non-exclusive, non-transferrable license of ToteLink for the Associations to interface to the Central System. The license granted under this Agreement shall include those features of the Software identified in the ToteLink Feature Matrix attached hereto as Exhibit F. The Associations' use of the ToteLink software shall be subject to the following conditions:

- a. United Tote reserves the right to modify the Software as needed and/or to expand its capabilities and or application. United Tote shall grant the Associations access for testing the expanded Software. The Associations must separately obtain a license from United Tote for the use of any additional Software features not granted as of the Effective Date.
- b. United Tote employs a Software security device to authenticate the validity of the user and the Software license term of the Totelink application. The Software security device shall be programmed remotely by United Tote on an annual basis to allow the Associations to access Totelink upon the

confirmation of payment by the Associations for the new period.

- c. The Associations acknowledge that they are obtaining only the limited license rights to use Totelink in accordance with the terms and conditions set forth herein. The Associations shall not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on Totelink.

I. W2G. United Tote shall provide software and subsystem that (i) allows the input of data and reporting of patron winnings to facilitate the creation of Internal Revenue Service W2G forms, and (ii) is capable of providing year-end files. The Associations shall not use the W2 system and subsystem for any purpose other than the calculation and reporting of withholdings related to the pari-mutuel wagers facilitated at a Location without the prior written consent of United Tote.

J. SAS 70/SSAE16 Audit Report. United Tote will engage an audit firm to conduct an annual SAS-70/SSAE16 or equivalent audit of the Central System and provide to the Association on a yearly basis.

1.4 Installation. The System shall be installed on or before the date as provided in Exhibit A ("Installation Date"). The parties recognize that, in order for the System to be installed before the Installation Date, they must cooperate fully with respect to installation issues. Each party shall cooperate with the other party in every reasonable way regarding the installation and operation of the System. Any delay in cooperation, or any failure of the Associations to meet their pre-installation obligations, may delay certain System deliverables. United Tote will promptly inform the Associations of any such delay and, if due to the sole fault of United Tote, will provide reasonable alternatives for any specific System deliverable that has been delayed beyond the Installation Date. United Tote shall not be responsible for any deliverable that is unavailable by the Installation Date by reason of a failure of an obligation of the Associations or any third party. The Associations shall be responsible for all costs associated with the initial installation of the System and ongoing modifications, including, but not limited to, costs of the following:

A. Any physical plant construction, remodeling, relocation, carpentry or mounting (other than standard mounting that is supplied with the Equipment) that is necessary for System installation; and

B. Any and all costs (e.g., labor and equipment) associated with the installation of communications/networking and cabling, telephone lines, telephone system, and high speed internet connection at a Location (including Cat 5 or 6 cabling, fiber runs, serial runs, video cable, termination of cabling, switches, and wireless infrastructure), and wiring necessary for the operation of the System and terminals.

C. Any additional wiring needed to move terminals or to add extra terminals.

1.5 Maintenance/Upgrade of System.

1.5.1 Maintenance. United Tote agrees to maintain the Equipment in efficient operating condition during the term of this Agreement. In the event of a failure or breakdown of the Equipment supplied by United Tote, United Tote shall replace or repair the defective Equipment as soon as possible and practical.

1.5.2 Upgrade. The Associations shall be responsible for the cost of all upgrades and other modifications of the System requested by the Associations. Such costs and charges will be computed on the basis of the then-current hourly rates of United Tote for such services and may include licensing or other types of fees for any proprietary material. Notwithstanding the foregoing, United Tote shall provide, at no additional charge to the Associations, any standard, system-wide software enhancements to the System that are provided in general to other customers of United Tote without charge, provided that the enhancements are within the capability of the Central System hardware and the hardware utilized at a Location. United Tote shall provide such enhancements within one hundred eighty (180) days after United Tote has made it generally available to other customers.

1.6 United Tote Personnel. United Tote will provide staffing as provided in Exhibit A.

1.7 Training. Prior to the initial operation of the System in a public betting environment, United Tote shall, at its expense, provide its standard teller and mutuel department training services relating to the System to the training representatives of the Associations. United Tote and the Associations shall each pay for the expense of their own personnel with respect to such training. Teller training will be geared to both existing and new tellers to quickly familiarize them with the features and transaction process of the United Tote teller-operated terminals. Mutuel department training will be based upon individual consultations and will include both normal and emergency operating, communication, administrative, and reporting procedures.

1.8 Equibase™ Data and Other Third Party Content Providers. The F4 and E Series terminals contain certain data that is supplied by Equibase Company LLC ("Equibase") and other third party content providers. Data provided or compiled by Equibase and other third party content providers generally are accurate, but occasionally errors and omissions occur as a result of incorrect data received from third parties, mistakes in processing and other causes. United Tote, Equibase and other third party content providers disclaim responsibility for the consequences, if any, of such errors. In addition, United Tote has entered into an agreement with Equibase that provides, in part, that such Equibase data will only be provided to facilities that are authorized to receive a host racetrack's signal. The Associations represent and warrant that they are authorized by each applicable host racetrack to receive any and all simulcast signals being provided

to the Associations' patrons for wagering. Any breach of this representation and warranty will, among other things, cause cessation of the Equibase data on the F4™ and E Series™ terminals. Furthermore, there may be other contractual provisions from other third party content providers that restrict the use of such content. The Associations acknowledge that such content may be restricted by these third party agreements. The Associations shall be responsible for obtaining the right to access information from these providers outside of the authorized use by United Tote.

1.9 Other Equipment and Services. Unless and until a separate agreement is executed in writing by the parties, United Tote shall be under no obligation to furnish any equipment, products or services other than as specifically provided herein.

1.10 Use of the System; Connection to the System. The Associations shall not use the System for any purpose except as specifically provided in this Agreement. The Associations shall not allow or provide for any connection to the System, other than as specifically provided in this Agreement, without the prior written consent of United Tote.

1.11 Ownership and Control of Totalisator Equipment. At all times, United Tote shall have exclusive title, ownership and property rights to any and all Equipment and other property (intellectual or otherwise) provided to the Associations under or in connection with this Agreement. At all times, United Tote shall have exclusive control over all Equipment and any other property provided to the Associations under or in connection with this Agreement, with the exception of the operation of the teller-operated terminals by the Associations' personnel facilitating wagers. Nothing in this Agreement shall be construed to vest title, ownership or any property rights whatsoever in any equipment or property provided hereunder to the Associations or to anyone else other than United Tote.

1.12 Exclusive Totalisator Provider. During the term of this Agreement, United Tote shall be the exclusive provider of pari-mutuel wagering equipment and services for all pari-mutuel wagering activity conducted at any Location or by the Associations.

ARTICLE 2

INDEMNIFICATION/INSURANCE/COMPLIANCE BY UNITED TOTE

2.1 Indemnification. United Tote agrees to indemnify, defend and hold harmless the Associations from and against any and all fines and penalties, and any and all claims by, or liability to, any third party, for loss, damage or injury to persons or property based on or arising out of: (a) the negligence or willful misconduct of United Tote; or (b) any claim that the Equipment and Products provided by United Tote, in as-supplied form and unmodified by the Associations or any third party, infringe the patents or other intellectual property rights of any third party, in each case including, but not limited to, legal fees and costs and other expenses associated with or incurred in connection with any such claim or loss. The foregoing indemnity is conditioned upon

United Tote being given: (a) notice as soon as practicable of any event likely to give rise to a claim or liability; (b) the right to control the defense of such claim; and (c) the full reasonable cooperation of the Associations. The provisions of this Section 2.1 will survive the expiration or earlier termination of this Agreement.

2.2 Insurance Coverage. United Tote shall maintain during the term of this Agreement the following insurance coverage(s) and shall provide the Associations with a certificate of insurance evidencing this insurance upon request. Such certificate shall contain a 30-day notice of cancellation or material change clause in favor of the Associations. The interest of the Associations will be indicated as an additional insured for coverages A, C and D as follows:

A. Commercial General or Comprehensive General Liability insurance with a combined single limit of \$1,000,000 each loss, \$2,000,000 General Aggregate, and \$2,000,000 Product Aggregate.

B. Workers' Compensation insurance as required by applicable law.

C. Comprehensive Automobile Liability insurance including Hired Auto and Employers Non-Ownership protection for a single combined limit of \$500,000.

D. Umbrella Liability insurance applying excess of A and C above for a combined single limit of \$5,000,000.

E. Property insurance on an All Risks basis to include Replacement Costs with a \$50,000 deductible applying to all equipment owned, used or leased by United Tote and located at a Location.

Except as provided in the foregoing, United Tote shall not be responsible for obtaining or maintaining insurance coverage.

2.3 Compliance with Regulatory Requirements. United Tote will ensure that the System provided under this Agreement will comply with requirements concerning hardware, software and operations as required by applicable law; provided, however, that if such applicable law changes following the Effective Date in a manner that causes United Tote to incur significant expenses in order to comply with such changes, then the Associations shall reimburse United Tote for such expenses.

ARTICLE 3 WARRANTY AND REMEDIES

3.1 Warranty. Subject to the limitations set forth in this Article 3, United Tote warrants that the System shall conform to United Tote's standard specifications for such System at the date of installation and shall operate efficiently and accurately for the purposes set forth in and to the extent provided in this Agreement (the "Warranty").

3.2 Remedies and Limitations. The Warranty is expressly limited and subject to the following:

3.2.1 Repair. The failure or breakdown of any parts of the System shall entitle the Associations to the prompt repair or replacement of such parts.

3.2.2 Actual Losses. In the event of a breach of the Warranty involving a calculation error or counterfeit ticket (subject to Section 3.3) that causes the Associations to pay out an amount to customers in excess of the amount that it should have paid had the System operated accurately, United Tote shall be liable to the Associations for the amount of the Actual Loss Suffered by the Associations. As used herein, the "Actual Loss Suffered by the Associations" shall be equal to the excess of the amount paid to the Associations' customers over the amount that should have been paid but for such failure.

3.2.3 Liquidated Damages. In the event the failure or breakdown of the System, or any part hereof, is caused by the negligence of United Tote and results in a cancellation of the Associations' conduct of wagering on one or more Races, then the Associations shall be entitled to liquidated damages in lieu of all other damages. Whenever liquidated damages are permitted or specified in this Agreement, the parties agree that the amount of such damages to be paid by United Tote with respect to a Racing Day shall be the amount that the Associations' commission (the "Associations' Commission") on the Comparable Day exceeds the Associations' Commission on the day of such failure. The Associations' Commission equals the amount of handle (exclusive of refunds) legally retained by the Associations after deduction of all amounts paid or payable for winnings, host fees and other fees related to the acquisition of content (if any), pari-mutuel taxes, purses and breeder's fees, and tote services (as provided herein). A "Comparable Day" is defined as "the most recent day (i) that is the same day of the Calendar Week, and (ii) on which a complete and comparable program of wagering was conducted at the Location" as determined by United Tote.

3.2.4 Limitation on Damages. Notwithstanding the foregoing, in no event shall United Tote be obligated to pay the Associations damages, liquidated or otherwise, in excess of ten thousand dollars (\$10,000.00) with respect to a Racing Day; and further provided that the maximum aggregate liability of United Tote to the Associations for damages, liquidated or otherwise, shall not exceed seventy-five thousand dollars (\$75,000.00) with respect to any Operating Year.

3.2.5 Limitation on Warranty. EXCEPT AS EXPRESSLY SET FORTH HEREIN, UNITED TOTE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SYSTEM OR THE SERVICES TO BE PERFORMED HEREUNDER OR GOODS TO BE PROVIDED IN CONNECTION HERewith, AND UNITED TOTE HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT

LIMITED TO, THE WARRANTIES OF INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.2.6 Exclusive Remedies. Except for United Tote's obligation to repair the System as described herein, the damages set forth in this Section 3.2 are the Associations' sole and exclusive remedies relating to the totalisator equipment, products and services provided by United Tote, and United Tote shall not be liable for any other direct, indirect, consequential, incidental, punitive or special damages, whether or not United Tote has been informed of the possibility of such other damages.

3.3 Counterfeit Tickets. United Tote shall be liable for a counterfeit or altered ticket cashed only if (i) such ticket is a reasonable facsimile of United Tote's Ticket, (ii) such ticket is considered undetectable under reasonable inspection and observation, (iii) such ticket was processed for payment through the System in accordance with the validation procedures specified by United Tote, and (iv) the System has indicated that such ticket is a winning Ticket and no other ticket or facsimile of a ticket has been presented for payment and received such payment. United Tote shall not be liable for any counterfeit tickets that were intentionally cashed as a part of any scheme, plan, fraud or artifice wherein an employee of the Associations participated.

3.4 Warranty Exclusions. For clarification, under no circumstances shall United Tote be responsible or liable for interruptions or failure to perform under this Agreement in any respect caused by a Force Majeure.

ARTICLE 4 COMPENSATION, FEES AND COSTS

4.1 Fees. The Associations agrees to pay fees to United Tote as provided in Exhibit A ("Fees").

4.2 Additional Terminals and Equipment. Additional terminals and equipment may be provided upon the mutual written agreement of the parties. For such additional terminals and equipment, the parties have agreed to the pricing as described in Exhibit A.

4.3 Software Changes. The Associations shall pay United Tote for software changes as described in Section 1.5.2, which shall be paid within ten (10) days after receiving an invoice from United Tote.

4.4 Payment Terms. The Associations shall pay all Fees, without deduction or set-off, in equal installments within ten (10) days following the end of each Calendar Week. The Associations shall pay all other amounts due under this Agreement, without deduction or setoff, within ten (10) days after receiving an invoice from United Tote. Any past due amounts shall bear interest at the rate of one percent (1%) per month (or to the extent allowed by law, if less) beginning on the day immediately following the date when due. The Associations acknowledge that time is of the essence in respect to its obligations hereunder.

4.5 Currency Upgrades. The Associations shall pay United Tote the actual cost incurred per BAM unit for currency upgrade necessitated by new currency being issued.

**ARTICLE 5
ASSOCIATIONS OBLIGATIONS/DEFAULT**

5.1 Equipment and Facilities Furnished by the Associations. Throughout the term of this Agreement, the Associations shall furnish and maintain at their sole expense:

A. A secure location to house the Equipment and of an appropriate size and with such heating and air conditioning facilities, humidity controls, electrical outlets, lighting, and sufficient entrances, all as may be reasonably required by United Tote.

B. Protection at all times of the System while on the premises of the Associations from any damage whatsoever, including, but not limited to, trespass, damage, interference by other persons, vandalism or water damage. Such protection shall, among other things, provide for chemical based fire extinguishment methods, which will not destroy or damage the Equipment. United Tote will not be liable for damage to equipment due to abuse by track employees or patrons such as dropping a machine, or other physical damage to a machine, and the Associations will be responsible for any necessary repairs due to such abuse.

C. Selling windows with a proper bench or other support for the terminals. In the event the Associations desires to utilize terminals at the teller windows in a self-service mode, it shall provide at its sole expense (in accordance with specifications of United Tote) such number of terminal stands for the terminals as the Associations shall desire to allow the terminals to be used in a self-service mode.

D. Necessary stable electrical power source, distribution panels, electrical wiring and cabling, outlets and voltage regulation for the normal operation of the System. The Associations expressly gives the right to United Tote to access and use the Associations' backup generator if applicable, at United Tote's discretion, to supply power to the terminals, and such right shall be irrevocable during the term of this Agreement.

E. All necessary AC outlets for all terminals with all AC wiring to originate from the computer room or from a power distribution room approved by United Tote.

F. A dedicated fax line, fax machine and all necessary fax paper for the necessary support for the wagering services (i.e., manual merge, manual pricing, backup reporting support, etc.).

5.2 **Anti-Corruption.**

A. United Tote has chosen the Associations on the basis of the Associations' experience and qualifications, including the Associations' agreement to comply with applicable laws. In light of the Associations' qualifications, United Tote believes and expects that the Associations will act ethically and avoid any activity that might result in a violation of the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act of 2010, or other applicable U.S. or local laws, including foreign laws implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "International Anti-bribery Convention"), which prohibit the same activities that are prohibited under the FCPA.

B. The Associations affirm that they will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transaction involving United Tote, make or promise to make any payment, or transfer anything of value, directly or indirectly:

(i) to any governmental official or employee (including employees of government corporations and employees of public international organizations), (ii) to any political party, official of a political party or candidate, (iii) to an intermediary for payment to any of the foregoing, (iv) to any officer, director, employee, or representative of any actual or potential customer or sponsor of United Tote, (v) to any officer, director or employee of United Tote or any of its affiliates, or (vi) to any other person or entity if such payment or transfer would violate the laws of the country in which made or the laws of the United States. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage. This section shall not, however, prohibit normal and customary business entertainment or the giving of business mementos of nominal value.

C. The U.S. Foreign Corrupt Practices Act and the UK Bribery Act make it unlawful, among other things, for United Tote or anyone acting on its behalf to make or offer payment, promise to pay, or authorize the payment of anything of value to: (i) any officer or employee of, or any person acting in an official capacity for, a government or any department ,

agency or corporation thereof, or any public international organization or political party, party official or candidate; or (ii) any person, while knowing that all or a portion thereof will be given or promised, directly or indirectly, to anyone described in (i) above, for the purpose of: (a) influencing any act or decision by such person in his official capacity, inducing such person to violate his lawful duty, or securing any improper advantage; or (b) inducing him to use his influence with a government to affect, either by action or inaction, any act or decision of such government to obtain or retain business for any person. The Associations confirm their understanding of the provisions of the entire Foreign Corrupt Practices Act and the UK Bribery Act, and agrees to comply with those provisions and to take no action that might cause United Tote to be in violation of the Acts.

D. The Associations agree that should they learn of or have reason to know of any payment, offer, or agreement to make a payment to a government official, political party, or political party official or candidate for the purpose of maintaining or securing business for United Tote, they will immediately advise United Tote in writing of such knowledge or suspicion.

E. The Associations affirm that they have disclosed to United Tote any government official, political party official or candidate or immediate family member of such an official or candidate who has any ownership interest, direct or indirect, in the Associations or in the contractual relationship established by this Agreement. In the event that during the term of this Agreement there is acquisition of an interest in the Associations or in this Agreement by such an official or candidate, or immediate family member of an official or candidate, the Associations agree to make immediate written disclosure to United Tote and agree that this Agreement will become subject to termination at the discretion of United Tote. For the purposes of this Agreement, "government official" means any officer or employee of any government or any department, agency, corporation or instrumentality thereof or of any public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality or public international organization.

F. The Associations affirm that they have disclosed to United Tote any officer, or director of the Associations, or any consultant or agent of the Associations who will be involved in the Associations' work for United Tote, who is a government official, political party official or candidate, or an immediate family member of such an official or candidate. In the event that during the term of this Agreement there is a change in the information contained in this paragraph, the Associations

agree to make immediate disclosure to United Tote and that this Agreement will become subject to termination at United Tote's discretion.

5.3 Alterations, Additions and Renovations. The Associations shall timely make, at their sole expense, such additions, alterations or renovations to the Locations or the permanent equipment or premises (other than portable equipment to be furnished by United Tote), including the terminal windows, as may be necessary or reasonably desirable for the installation and operation of the terminals and other associated equipment. If, at any time after the initial installation is complete, the Associations desire to modify the physical facilities, or desires United Tote to modify the placement of the terminals and other associated equipment, then United Tote shall assist with such modifications, provided that: (i) the Associations shall provide United Tote with written notice of the desired modifications not less than ninety (90) days in advance, (ii) such modifications shall not exceed the capacity of the System, and (iii) all costs and expenses relating to such modifications (*e.g.*, wiring, additional switches, labor) shall be borne by the Associations.

5.4 Personnel. The Associations shall furnish, at their own expense, the necessary staff of tellers and mutuel department personnel whose duties shall include, but will not be limited to, changing paper in the terminals, approving pre-race reports, and conducting immediate auditing of post-race reports and price calculations.

5.5 Communications.

Except to the extent specified in this Section 5.5, the Associations shall be solely responsible for all initial and on-going costs and expenses of obtaining, installing, upgrading, and maintaining the analog and/or digital data communications equipment (*e.g.*, telephone lines, modems, routers) and services necessary for linking the Locations to the Hub and with any racetrack or totalisator hub for simulcast wagering. United Tote will provide reasonable assistance to the Associations in the set-up and coordination of the telecommunications infrastructure for which the Associations are responsible pursuant to this Section 5.5, provided that United Tote shall not be required to incur any expense in connection therewith.

United Tote is responsible only for interruptions or failure attributable to defects in hardware provided by United Tote. Without limiting the generality of the foregoing, United Tote shall not be responsible or liable for interruptions or failure to perform services under this Agreement in any respect caused by the occurrence of a common carrier telecommunications service failure or breakdown, nor shall such failure or breakdown be considered a breach or default under the terms of this Agreement.

United Tote shall not be responsible for the negotiation or execution of any simulcast agreements that the Associations may be required to enter into to receive a third party's signal nor will United Tote be responsible for paying any simulcast fees. United Tote will not be responsible for paying or waiving any interface fees, nor shall the Associations' simulcast or hub agreements preclude United Tote from assessing or

collecting its customary interface fee from any guest entity conducting wagering on the Associations' Races.

5.6 Supervision of Employees. The Associations shall have their employees who are engaged in the cashing of Tickets conform to the procedures prescribed by United Tote and to exercise reasonable care in the examination and determination of the genuineness of Tickets presented for cashing.

5.7 Counterfeit Tickets or Vouchers. The Associations shall render to United Tote all necessary assistance as United Tote may request in connection with any incident involving counterfeit Tickets or Vouchers.

5.8 Permits and Licenses. The Associations shall, at their sole cost and expense, procure and maintain in force and effect all federal, state and local permits, licenses and other approvals or consents required by law or regulation and necessary for the Associations to conduct wagering at each Location and to discharge their obligations under this Agreement.

5.9 Notice of Racing Dates. United Tote shall only be obligated to furnish services under this Agreement during Racing Days as permitted by applicable racing commissions or authorities or comparable governmental authorities. The Associations shall notify United Tote in writing a minimum of ninety (90) days prior to each licensed Racing Season of the specific dates assigned to it for racing. After such notice, changes to the beginning and ending dates of the Racing Season for which totalizator services are to be provided may not be changed without the consent of United Tote upon timely written notice by the Associations of such changes.

5.12 Access to System. The Associations shall ensure free access to the System and associated equipment at all reasonable times by the authorized representatives and employees of United Tote for the proper maintenance, repair or operation thereof. The Associations shall permit the removal by United Tote of the System and appurtenant portable and permanent parts thereof when not required to provide totalisator service at the Locations pursuant to this Agreement, or upon the termination or expiration of this Agreement.

5.13 Cash Terminals. With respect to any wagering terminals with cash acceptance capabilities, the parties agree as follows:

(i) such terminals shall be placed in locations designated by the Associations, subject to reasonable conditions imposed by United Tote, including those based upon wiring, construction, security or similar installation concerns; and

(ii) the Associations shall be solely responsible for providing all necessary safeguards and security for such terminals and shall protect the same from damage, destruction and vandalism from any and all causes whatsoever. The Associations shall remove all currency from said terminals and transfer the currency to the money room as appropriate for security purposes, but in no event later than the conclusion of each Racing Day or other day upon which currency has been accepted by such terminals.

(iii) United Tote will procure locks (which accept a single key) from a third party and install the locks on the self-service bill acceptor modules ("BAM"s) at the Locations. United Tote shall not be liable for any loss sustained by the Associations resulting from any malfunction or other failure of the locks, including, but not limited to, any loss or theft of money from a self service terminal, and the association hereby agrees to indemnify, defend and hold harmless United Tote with respect to any claim, loss or other liability in connection therewith.

United Tote will not be liable in any way for any losses sustained by the Associations that result from the criminal or intentional acts of third parties or the Associations, their employees, agents or subcontractors, including, but not limited to, theft from a self-service machine or BAM.

5.14 Liability for Damages. The Associations shall be liable for any and all damages to the Equipment or other property of United Tote occasioned by or arising out of the acts or omissions of the Associations, and their employees, contractors and/or agents, including, but not limited to, damage occasioned by the negligence of the Associations, and to require all of their agents and contractors to furnish and maintain liability insurance sufficient to cover such Equipment. United Tote shall be liable for any and all damages to the property of the Associations occasioned by or arising out of the acts or omissions of United Tote, and its employees, including, but not limited to, damage occasioned by the negligence of United Tote, and to require all of its agents and contractors to furnish and maintain liability insurance.

5.15 Indemnity. The Associations agree to indemnify, defend and hold harmless United Tote and its parent and affiliates and each of their respective directors, officers, employees and agents from and against any and all fines and penalties, and any and all judgments, claims by, or liability to, any third party, for loss, damage or injury to persons or property based on or in any manner arising out of: (i) the operation of the Locations, including all related wagering activities, (ii) any negligence or willful misconduct of the Associations or their employees or agents, contractors or subcontractors, (iii) any breach of any provision(s) of this Agreement, or (iv) the imposition of any lien, encumbrance, charge or order for the payment of money filed against the Equipment or Products of United Tote and for which the Associations, or their employees or agents, are responsible, in each case including, but not limited to, legal fees and costs and other expenses associated with or incurred in connection with any such claim or loss. The foregoing indemnity is conditioned upon the Associations being given: (a) notice as soon as practicable of any event likely to give rise to a claim or

liability; and (b) the full reasonable cooperation of United Tote. The provisions of this Section 5.13 will survive the expiration or earlier termination of this Agreement.

5.16 Default by the Associations. In the event the Associations fails to timely pay any of the amounts, compensation, charges or costs due under this Agreement or any other agreement between United Tote and the Associations, or fails to perform or abide by any of the other covenants and agreements under this Agreement or any other agreement between United Tote and the Associations, and such breach shall not be corrected within five (5) days after receipt of written notice thereof, then United Tote may, in addition to any other remedies it may have at law or equity:

(i) Require payment of tote charges for the prior Calendar Week before initializing the System for the Associations;

(ii) Withhold its services in their entirety, without liability to the Associations for any damages of any nature whatsoever, until such time as the breach by the Associations has been cured; and/or

(iii) Terminate this Agreement, effective on the date specified in written notice to the Associations of such termination, which date shall be not less than five (5) days from the date of the notice, and remove its equipment as provided in Section 9.4 hereof, and be released and discharged from any and all liability or obligation hereunder. Any such termination shall not release the Associations from any obligations that have occurred or accrued prior to the date of such termination. Any such termination shall be without prejudice to any other rights or remedies that United Tote may have for a breach of this Agreement. Specifically, and without limiting the foregoing, United Tote may assert claims for damages as a result of a breach of this Agreement.

5.17 Tote Room Requirements. The Tote Room must meet the following specifications:

(i) Air Conditioning should be maintained at normal office-environment levels

(ii) Ideal temperature is 72 Degrees Fahrenheit.

(iii) Humidity should be maintained at consistent normal office environment levels.

ARTICLE 6 TAXES AND LICENSE FEES

If, at any time during the term of this Agreement, any tax or license fee (excluding federal, state or local income taxes) shall be payable by United Tote because of the equipment, products or services provided under this Agreement to the federal government, the state or locality in which the premises of the Locations are located or any city or municipality within that state, the Associations agree to pay an amount equivalent thereto as an additional charge as and when such tax or fee becomes payable.

Failure by the Associations to make such payment shall entitle United Tote, in addition to other rights and remedies provided herein, to charge the Associations interest at one percent (1%) per month on the amount due (or to the extent allowed by law, if less). The Associations may at their expense contest the validity of any such tax or fee in the name of United Tote upon furnishing security satisfactory to United Tote for the amount of any tax or fee claimed, including interest and penalty thereon.

ARTICLE 7 GOVERNMENTAL ACTION

If, at any time during the term of this Agreement, pari-mutuel wagering at the Locations is made, declared or held to be illegal or prohibited by statute or decision of a court of competent jurisdiction, which decision has become final and not appealable, or by any competent public authority whose decision is final and not appealable, then this Agreement shall thereupon be deemed canceled and terminated with regard to the Locations, and the parties hereto shall be released from any and all further liability or obligation hereunder; provided, however, that the foregoing shall not relieve either party from liabilities or obligations accruing prior to the date of such termination. Subject to the availability of equipment, in the event the prohibition or cessation of legal pari-mutuel wagering is removed and wagering through the Locations becomes legal, this Agreement shall be deemed reinstated and returned to full force and effect with all provisions intact for the unused or remaining balance of the term hereof.

ARTICLE 8 CONFIDENTIALITY

8.1 Definition of Confidential Information. Each of the parties acknowledges that it will have access to information of the other that is not known by, or generally available to, the public at large and that concerns the business or affairs of the other, and that it may also have access to information provided to the other by third parties on a confidential basis (collectively, "**Confidential Information**"). Confidential Information does not include information that is: (a) available to the public through no fault of the receiving party; (b) obtained by the receiving party from third parties that are not, to the knowledge of the receiving party, under an obligation to maintain its confidentiality; (c) known by the receiving party prior to disclosure; or (d) independently developed by the receiving party without the use of any Confidential Information. For clarification purposes, the term Confidential Information shall include any and all wagering data generated or provided by the Associations and communicated or delivered to United Tote.

8.2 Non-Disclosure of Confidential Information. Each of the parties will preserve and protect the confidentiality of Confidential Information of the other and will not disclose Confidential Information of the other to any third party without the prior written consent of the other. Upon request, each of the parties agrees to return to the other all documents and other tangible media containing Confidential Information of the other. Neither party will use Confidential Information of the other for its own benefit or for the benefit of any third party, except as specifically contemplated herein.

Notwithstanding the foregoing, the parties may disclose Confidential Information to their attorneys, accountants, representatives and other agents in the ordinary course of business, subject to appropriate confidentiality agreements. The receiving party may also disclose Confidential Information of the disclosing party to the extent necessary to comply with applicable law or legal process, provided that the receiving party provides notice to the disclosing party as soon as reasonably practicable in order to give the disclosing party an opportunity to file an objection to such disclosure with the appropriate governing body.

8.3 Equitable Relief. The parties acknowledge and agree that any breach by either party of the promises set forth in this Section 8 would cause irreparable harm and significant injury to the other that would be difficult to ascertain and that would not be compensable by damages alone and, therefore, each party agrees that, notwithstanding Section 11.6, the other party will have the right to enforce this Section 8 by seeking equitable relief without prejudice to any other rights and remedies that such party may have for breach of this Agreement.

8.4 Survival. This Section 8 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9 TERM OF AGREEMENT

9.1 Term. The term of this Agreement shall commence on the Effective Date and continue through **December 31, 2020**, or such earlier date, if any, on which this Agreement is terminated in accordance with the terms and conditions hereof. The term shall automatically renew for an additional period of three (3) years continuing through **December 31, 2023**, at the rates provided in Exhibit A unless Associations opt out of such renewal by providing written notice to United Tote no less than sixty (60) days prior to the expiration of the original term..

9.2 Right of First Negotiation. The Associations will negotiate exclusively with United Tote with respect to the provision of tote services for the Locations following the term of this Agreement until ninety (90) days prior to the expiration of this Agreement. If the parties are unable to reach an agreement with respect to the provision of such tote services by such deadline, the Associations may negotiate with third parties.

9.4 Rights Upon Expiration/Termination. Any expiration or termination of this Agreement shall not release either party from any obligations that have occurred or accrued prior to the date of such termination or expiration. Upon the expiration or termination of this Agreement, United Tote will remove the System from the Locations or other premises owned or controlled by the Associations, and United Tote will provide the Associations with an accounting of Outstanding Tickets and Outstanding Vouchers. The Associations will also cooperate in the removal of the System, including providing

and paying for any labor required by the Associations pursuant to a collective bargaining agreement or otherwise. If termination is the result of a breach by the Associations, the cost to remove the System shall be assumed fully and solely by the Associations.

9.5 Cessation of Wagering. In the event of the closure of the Locations during the term of this Agreement by the Associations for any reason or the determination of the Associations in their sole and absolute discretion to cease wagering through the Locations for a period of not less than one (1) Operating Year, then this Agreement shall thereupon be deemed suspended, and, provided that the Associations shall have given not less than thirty (30) days prior written notice to United Tote of such closure or cessation, the parties hereto shall be released from any and all further liability or obligation hereunder as of the date of closure and such closure shall not be deemed an event of default under Section 5.16; provided, however, that the foregoing shall not relieve either party from liabilities or obligations accruing prior to the date of termination. Furthermore, the Associations shall be responsible for any and all costs associated with returning Equipment to United Tote. Notwithstanding any provision contained herein to the contrary, Associations may cease wagering at one or more OTB Locations for any period of time or relocate an OTB without this Agreement being suspended. In the event Associations cease wagering at an OTB, the parties agree to amend Exhibit A to equitably adjust for the decrease in services and equipment provided Associations as a result of the closure, as outlined in Exhibit A, Sections F and G.

In the event that pari-mutuel wagering thereafter resumes at the Locations during the term hereof, conducted by the Associations, or their agents, employees, lessees, successors or assigns, the Associations shall give written notice of such resumption as soon as practicable. Upon receipt of such notice of resumption and subject to availability of equipment, United Tote shall again supply totalisator services and equipment pursuant to this Agreement for the balance of the term hereof, and immediately the rights and obligations of this Agreement shall be restored to full force and effect for the unused or remaining balance of the term hereof without further action or notice as if the cessation had not taken place.

This clause shall not apply to the situation where the Associations sells or otherwise disposes of the Locations to a third party. In such an instance, the terms and conditions of this Agreement shall continue to apply.

ARTICLE 10 EXCLUSIVITY OF REMEDIES

This Agreement sets forth the sole and exclusive remedies available to either party concerning their performance hereunder and, except as expressly provided in this Agreement, neither party shall be liable to the other hereunder for any other direct, indirect, consequential, incidental, punitive or special damages, whether or not such party has been informed of the possibility of such other damages.

**ARTICLE 11
MISCELLANEOUS**

11.1 Binding Effect. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. All of the terms and provisions of this Agreement shall be subject to the rules of the applicable racing commissions or authorities during the term hereof. In the event that an original counterpart of this Agreement is required to be filed with any governmental authority, the parties agree to execute an additional copy hereof and to file the same within the time required by any such rule or statute.

11.2 Notices. All notices required or permitted to be given under this Agreement will be in writing and addressed as follows:

United Tote: United Tote Company
 600 N. Hurstbourne Parkway
 Suite 400
 Louisville, Kentucky 40222
 Attention: United Tote Legal Department
 Facsimile: (502) 394-1170

Associations: Hoosier Park, LLC
 10 West Market St.
 Indianapolis, IN 46204
 Attention: James L. Brown, President & Chief
 Operating Officer
 Facsimile: (765) 608-2754

 Centaur Acquisition, LLC
 10 West Market Street
 Indianapolis, Indiana 46204
 Attention: James L. Brown, President & Chief
Operating Officer
 Facsimile: (765) 608-2754

or such other address as each party may designate in writing to the other party for this purpose. Such notice will be deemed to have been duly given and received either: (a) on the day of delivery, if hand delivered or delivered by overnight mail; (b) on the fifth (5th) day after the date sent, when sent by prepaid certified mail; or (c) on the date sent when sent by facsimile and confirmed the same day by overnight mail or prepaid certified mail, addressed as above.

11.3 Assignment of Agreement. Neither the Associations nor United Tote shall assign this Agreement, or any rights or licenses granted hereunder, or delegate its duties hereunder, in whole or in part, without the prior written consent of the other, which consent will not be unreasonably withheld. Any such assignment or delegation without consent shall be void. Notwithstanding the foregoing, provided that United Tote shall

remain liable for its obligations hereunder, United Tote may, without the consent of the Associations assign this Agreement or delegate its duties to any subsidiary or other affiliated entity of United Tote, or assign this Agreement or the proceeds thereof to a financial entity for security purposes. The Associations shall provide United Tote ninety (90) days prior written notice of any proposed sale, transfer, assignment or other disposition of the Locations to any third party. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of any transferee, successor or permitted assignee of either party hereto (including, but not limited to, any purchaser of the Locations), and such transferee, successor or permitted assignee shall thereafter be subject to the provisions of this Section 11.3 for any further or additional assignments or transfers.

11.4 Entire Agreement. This Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. Each of the parties hereby confirms that it is not placing any reliance on any covenants, representations or warranty of the other party, whether oral or in writing, express or implied, except those specifically set forth herein.

11.5 Amendment/Waiver. Any amendment to this Agreement must be in writing and signed by both parties. Any waiver must be in writing. Any waiver by either party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

11.6 Governing Law and Venue. This Agreement shall be governed by the substantive law of the State of Indiana, without reference to its conflict of laws rules. The venue for any action arising out of this Agreement shall be heard in the applicable state or federal court located in Marion County, Indiana. Each Party hereby consents to such exclusive jurisdiction and venue and agrees that, in the event of any proceeding arising out of the subject matter of this Agreement that it will not move for a different forum for any reason, including, without limitation, inconvenience.

11.7 Attorney Fees. In the event of any action, proceeding, or litigation arising out of or connected to this Agreement or the relationship of the parties hereunder, or their respective obligations and performance, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party, in addition to such other damages as may be awarded.

11.8 Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, but not limited to, fire, floods, earthquake, vandalism, acts of terrorism, failure of any communications systems or networks, power failures, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotion, strikes, lockouts, or other labor disturbances, acts of God or acts, omissions or delays in acting by

any governmental authority or the other party (“Force Majeure”); provided, however, that the party so affected shall use commercially reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

11.9 Invalid Provisions. If any provision(s) of this Agreement are held to be invalid, illegal or unenforceable in any state, the validity and enforceability of the remaining provisions of this Agreement shall not be impacted or impaired by such holding.

11.10 Racing Commission Approval. If United Tote is unable to obtain any necessary and required Racing Commission approval to perform under this Agreement, United Tote will not have a duty to perform hereunder and this Agreement will automatically terminate without penalty upon United Tote’s written communication of same to Associations.

11.11 Relationship of Associations. Hoosier and Acquisition are wholly owned independent subsidiaries of New Centaur, LLC, a Delaware limited liability company. Hoosier and Acquisition are separately licensed by the Indiana Horse Racing Commission. Hoosier and Acquisition shall be jointly and severally liable for the performance of this Agreement during the first four (4) years of the Term. Thereafter, each Association shall be responsible only for its individual responsibilities and obligations under this Agreement. United Tote shall invoice Hoosier and Acquisition separately for services performed at their respectively owned Locations.

ARTICLE 12 DEFINITION OF TERMS

For the purposes of this Agreement, the following terms shall have the meanings set forth:

12.1 “Associations” shall have the meaning set forth in the Preamble of this Agreement.

12.2 “Calendar Week” means a period of seven (7) consecutive days beginning on Sunday and ending on Saturday.

12.3 “Central System” shall have the meaning set forth in Section 1.1.

12.4 “Comparable Day” means the most recent day (i) that is the same day of the Calendar Week, and (ii) on which a complete and comparable program of wagering was conducted at the Location.

12.5 “Confidential Information” shall have the meaning set forth in Section 8.1.

12.6 "Daily Double" means a wagering transaction in which a purchaser of a Ticket undertakes to select the winner of each of the two Races on which this type of Wager is accepted.

12.7 "Effective Date" shall have the meaning set forth in the Preamble of this Agreement.

12.8 "Equipment" shall have the meaning set forth in Section 1.2.

12.9 "Exacta" means a wagering transaction in which a purchaser of a Ticket undertakes to select the first two finishers in exact order of finish of a Race on which this type Wager is accepted.

12.10 "Fees" shall have the meaning set forth in Section 4.1.

12.11 "Hub" shall have the meaning set forth in Section 1.1.

12.12 "Installation Date" shall have the meaning set forth in Section 1.4.

12.13 "Feature" means the Daily Double, Quinella, Exacta, or any other two-runner wagering transaction.

12.14 "Odds" means the probable ratio of the pay-out price to a minimum denomination Wager in the Win Pool.

12.15 "Operating Year" means each twelve month period during the term of this Agreement, commencing on the Effective Date.

12.16 "Outstanding Ticket" means an uncashed winning Ticket.

12.17 "Outstanding Voucher" means a Voucher not yet tendered for cash or credit.

12.18 "Pick" means a wagering transaction in which the purchaser of a Ticket undertakes to select the winner of each of a designated number of Races on which this type of Wager is accepted.

12.19 "Pools" means the following pools:

- (a) Win;
- (b) Place;
- (c) Show;
- (d) Daily Double;
- (e) Exacta;
- (f) Quinella;
- (g) Trifecta;
- (h) Parlays;
- (i) Pick 3 through Pick (N); and
- (j) Superfecta.

The definition of the above pools is the definition ascribed to them as commonly used in the thoroughbred horse racing pari-mutuel industry.

12.20 "Products" shall have the meaning set forth in Section 1.3.

12.21 "Program" means a series of Races or events scheduled to be conducted in the morning, the afternoon or the evening of a Racing Day of a particular racetrack and upon which Wagers are to be accepted and processed through the Locations; each such series of Races being deemed to be a separate Program.

12.22 "Quinella" means a wagering transaction in which a purchaser of a Ticket undertakes to select the first two Runners to finish in the Race on which this type of Wager is accepted.

12.23 "Race" or "Racing" means a race on which lawful pari-mutuel wagering is conducted at a Location.

12.24 "Racing Day" or "Race Day" means a day upon which Wagers are scheduled to be accepted and processed at a Location not to exceed 12 hours. Any Race Day that exceeds 12 hours may be subject to overtime fees.

12.25 "Racing Season" means any consecutive days licensed in the aggregate by the pari-mutuel regulatory authority for the conduct of Racing at a Location.

12.26 "Runner" means a horse or other single betting interest that is entered to run in a Race.

12.27 "Services" shall have the meaning set forth in Section 1.3.

12.28 "System" shall have the meaning set forth in Section 1.3.

12.29 "Ticket" means a pari-mutuel ticket issued by the terminals of the System.

12.30 "Trifecta" means a wagering transaction in which a purchaser of a Ticket undertakes to select the exact order of finish of the first three Runners to finish in the Race on which this type of Wager is accepted.

12.31 "Twin Trifecta" means a wagering transaction in which a purchaser of a Ticket undertakes to select the exact order of finish of the first three Runners to finish in two races on which this type of Wager is accepted.

12.32 "United Tote" shall have the meaning set forth in the Preamble of this Agreement.

12.33 "Voucher" means a certificate issued by certain terminals of the System which represents the cash amount owed by the Associations to the bearer.

12.34 "Wager" means the acceptance of money or a Voucher by the System, which money or Voucher amount is included in a single wagering Pool in respect to a single betting interest in such Pool through the OTB.

12.35 "Warranty" shall have the meaning set forth in Section 3.1.

[Signature Page Following]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective duly authorized officers, as of the Effective Date.

Hooier Park, LLC

UNITED TOTE COMPANY

By: _____

By: _____

Name: _____

Nathaniel Simon
President, United Tote Company

Title _____

Centaur Acquisition, LLC

By:-----

Name:-----

Title:

Exhibit A

Hoosier Park, LLC & Centaur Acquisition, LLC

1. Locations

<u>Name</u>	<u>Address</u>
Hoosier Park Racing & Casino	4500 Dan Patch Circle, Anderson, IN 46013
Indiana Grand Casino and Indiana Downs	4200 N. Michigan Rd., Shelbyville, IN 46176
Ft. Wayne OTB	1820 West Washington Center Rd., Fort Wayne, IN 46818
Winner's Circle (Indianapolis) OTB	20 N Pennsylvania St, Indianapolis, IN 46204
Merrillville OTB	7610 Broadway, Merrillville, IN 46410
Clarksville OTB	650 Eastern Blvd., Clarksville, IN 47129

2. Installation Date

To be mutually agreed upon by the Associations and United Tote, but no earlier than November 1st, and not later than December 19th of 2013.

3. Tote Service Fees

<u>Annual Tote Fees 7-Year Term (3 optional one year extensions)</u>										
<u>Location</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8 (Opt)</u>	<u>Year 9 (Opt)</u>	<u>Year 10 (Opt)</u>
Hoosier Park	\$300,804	\$306,820	\$312,956	\$319,216	\$325,600	\$338,624	\$352,169	\$366,256	\$380,906	\$396,142
Indiana Downs	\$253,557	\$258,628	\$263,801	\$269,077	\$274,458	\$285,437	\$296,854	\$308,728	\$321,077	\$333,920
OTBs included	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

4. Track Consumables

Ticket Paper: All standard ticket paper for the terminals shall be purchased by the Associations from United Tote at United Tote's current cost plus shipping and tax. The Associations can purchase paper on their own directly from a vendor of their choice, but it must meet the stringent standards as prescribed by United Tote. Should paper of insufficient quality begin affecting the labor necessary for United Tote to adequately provide support under this agreement, the Associations will cover additional labor costs while working out any paper quality issues.

Laser Printer Paper: The Associations shall be responsible for purchasing laser printer paper and toner for United Tote-provided laser printers at the Associations' own cost.

5. United Tote Personnel

<u>Location</u>	<u>Number of personnel</u>	<u>Description of services</u>
Hoosier Park	Four (4)	<ul style="list-style-type: none"> • One (1) full-time manager/operator • Two (2) full-time technician/operators, up to forty (40) hours each per week • One (1) part-time technician, up to twenty (20) hours per week
Indiana Downs	Four (4)	<ul style="list-style-type: none"> • One (1) full-time manager/operator • Two (2) full-time technician/operators, up to forty (40) hours each per week • One (1) part-time technician, up to twenty (20) hours per week
Fort Wayne OTB	One (1)	<ul style="list-style-type: none"> • Part time, up to ten (10) hours per week
Winner's Circle OTB	One (1)	<ul style="list-style-type: none"> • One full-time technician, up to forty (40) hours per week
Merrillville OTB	One (1)	<ul style="list-style-type: none"> • Part time, up to ten (10) hours per week
Clarksville OTB	One (1)	<ul style="list-style-type: none"> • One (1) part-time technician year-round, up to eight (8) hours per week

a. Additional Labor. Labor that exceeds the weekly maximum hourly limits for a location as set forth above will be billed at a rate of twenty-five dollars (\$25.00) per hour.

6. Terminals

Hoosier Park		
<u>Terminal Type</u>	<u>Count</u>	<u>Notes</u>
F Terminal	Four (4)	
F Terminal with BAM	Sixty-six (66)	
Versa Terminal	Twenty-nine (29)	

Administrative Terminal	Three (3)	
Laser Printer	One (1)	

Indiana Downs		
<u>Terminal Type</u>	<u>Count</u>	<u>Notes</u>
F Terminal	Forty-one (41)	
F Terminal with BAM	Fifty-seven (57)	
Administrative Terminal	Seven (7)	
Laser Printer	Two (2)	

Fort Wayne OTB		
<u>Terminal Type</u>	<u>Count</u>	<u>Notes</u>
Versa Terminal	Thirty-six (36)	
Versa BAM Unit	Thirty-one (31)	
Administrative Terminal	One (1)	
Laser Printer	One (1)	

Winner's Circle OTB		
<u>Terminal Type</u>	<u>Count</u>	<u>Notes</u>
F Terminal	Five (5)	
F Terminal with BAM	Thirty-five (35)	
E Terminal with Tuner	-	
Administrative Terminal	One (1)	
Laser Printer	One (1)	

Merrillville OTB		
<u>Terminal Type</u>	<u>Count</u>	<u>Notes</u>
Versa Terminal	Forty (40)	Up to twenty-five (25) will be color, if available
Versa BAM Unit	Thirty (30)	
Administrative Terminal	One (1)	
Laser Printer	One (1)	

Clarksville OTB		
<u>Terminal Type</u>	<u>Count</u>	<u>Notes</u>
F Terminal	Sixteen (16)	
F Terminal with BAM	Twenty-seven (27)	
Administrative Terminal	One (1)	
Laser Printer	One (1)	

6. Visual Display Boards

United Tote will interface to the existing third-party vendor Visual Display Boards as of contract execution at no additional cost.

7. Data Feed

XML Data Feed will be provided at no additional cost.

8. Other Equipment

United Tote shall provide a total of two (2) HDOC video outputs (one (1) as a spare) at Hoosier Park and a total of two (2) HDOC video outputs (one (1) as a spare) at Indiana Downs. The HDOC video outputs will have the specifications set forth in Section 1.2 of this Agreement.

9. Handicapping Contests and Mystery Voucher/Coupon Promotions

The Associations are entitled to unlimited handicapping contests per year per site at no additional cost.

Coupon promotions and/or mystery voucher promotions shall be billed at the following rates:

- Seventy-five dollars (\$75.00) per daily promotion over six (6)
- Two hundred seventy-five dollars (\$275.00) per weekly promotion
- Five hundred seventy-five dollars (\$575.00) per monthly promotion

10. Additional Items

A. Short Term Equipment Lease Pricing for Additional Terminals

If, during the term of the Agreement, the Associations would like to lease equipment from United Tote on a short term basis, the following fee structure applies. The Associations will also be responsible for shipping costs associated with the short-term leasing. Long-term pricing will be negotiated and shown in the totalisator Agreement.

<u>PRODUCT</u>	<u>COST PER TERMINAL</u>
F Series Terminals	\$120.00 per week
E Series Terminals	\$60.00 per week
E TOP Terminals	\$67.50 per week
M-Series Terminals	\$75.00 per week
BAM for F Series	\$35.00 per week
F Series Mounting Bracket	\$5.00 per week
F Series Base	\$10.00 per week
E Series TV Tuner	\$5.00 per week
Versa Terminal	\$40.00 per week
Versa with BAM	\$50.00 per week

B. Long Term Equipment Pricing for Additional Terminals

If, during the term of the Agreement, the Associations would like to lease additional equipment from United Tote on a long term basis, the following fee structure applies.

Long-Term Incremental Equipment Weekly Pricing*			
Type	Minimum Order Quantity		
	25	50	100+
F4 price per unit	\$100.00	\$90.00	\$80.00
F4 BAM price per unit	\$30.00	\$25.00	\$20.00

*The above listed pricing is for equipment needs longer than 12 months and is subject to availability.

- C. *EnterBet License Fees.* EnterBet license fees for E-Terminals owned by the Associations shall be three hundred dollars (\$300.00) per terminal assessed annually on September 1 of calendar year. If the Associations bring up units prior to September, Association shall pay a pro-rated fee for the units based on the renewal date of September 1.
- D. *FastBet Mobile License Fees.* United Tote will provide the Associations with one (1) corporate FastBet Mobile license. The Associations shall pay a FastBet Mobile maintenance fee of one hundred dollars (\$100.00) per location per month. Since the corporate FastBet Mobile license is being provided at no cost in this agreement, there will be no credits from prior agreements applied to the annual license fee in this agreement.
- E. *NRT Interfacing.* United Tote will assess a fee of two thousand dollars (\$2,000.00) per site per year for NRT interfacing with the ToteLink software. United Tote will also assess an NRT maintenance fee of one hundred dollars (\$100.00) per site per month. The terms of these NRT fees will be handled separately from this contract in an NRT license agreement.
- F. *Terminal Returns.* Should it become necessary for the Associations to reduce the total number of Simulcast terminals quoted in this proposal, the following rates shall apply:

Per group of 5 units only:

F4 Terminal	\$320.00/month per group
F4 BAM Unit	\$110.00/month per group
E Terminal	\$120.00/month per group

The return of terminals will result in the reduction of the annual minimum per the amounts listed above. Terminal returns can be made only after the contract has been in effect for at least 12 months unless the terminals are already in the field as of the signing of this Agreement. Reductions are valid only if the overall terminal count is being reduced. Should a return of F's be desired in order to replace with E's or another type of terminal, then a lesser reduction would be negotiated. There is no reduction in cost if Versa terminals are returned.

- G. *Location Closings.* United Tote agrees that any permanent labor savings that can be agreed upon by the parties due to the closure of a facility or a reduction in the need for labor as requested by the Associations will be split evenly between the Parties (resulting in a reduction in minimums).

11. Other

- A. At no additional charge, within the first year of the contract, United Tote commits to developing a new screen in our standard FastBet Mobile software that will list all of the tracks when clicking on the wager button and the list of tracks can be setup to be sorted by MTP.
- B. The Parties commit to working jointly on a project to design a new way of presenting Quick Picks to new players. United Tote will work jointly with the Associations to develop a functional spec for this and are willing to discuss sharing of software development costs should we jointly decide to move forward with development.
- C. United Tote agrees to an SLA by site for service-issue responses. The Parties will work together to define acceptable SLAs in the first year of the contract.

Exhibit B

Central System Functionality

The Central System shall be capable of performing the following functions:

- (1) Processing Wagers on a maximum of sixty-five (65) Programs per day, with up to twenty-four (24) Races or events per Program, and up to twenty-four (24) betting interests per Race or event.
- (2) Accepting Wagers in any integral multiple of \$1.00 to a maximum of \$50,000, which can be limited to less if desired.
- (3) Providing for divisional Pool accounting of outstanding accounts during the Operating Year in which such outstanding Tickets were purchased and Vouchers obtained.
- (4) Providing on a Race-by-Race basis, Pool totals, approximate odds, and such other reports as may be required of the Associations under the laws and regulations on pari-mutuel racing within the state, including the reports described in Exhibit E.
- (5) Canceling any wagering transaction and reducing (by the amount of any such Wager) the Pool in which that Wager was included prior to the close of wagering for the Race that is subject to the Pool.

Exhibit C

1. F4™ Terminals

The F4™ terminals shall have functionality and/or features as follows:

- (a) Runs United Tote's EnterBet™ wagering interface currently based upon Microsoft Windows® operating system;
- (b) Fully convertible from staff operated to self-service patron mode;
- (c) May contain built-in bill acceptor modules (BAMs) for self-service terminals;
- (d) Supports cash (if BAM installed), Voucher and account wagering, including a magnetic swipe reader compatible with FastBet® cards;
- (e) If a BAM is installed, can accept currency, Vouchers, winning Tickets, player loyalty, and FastBet® cards;
- (f) High-resolution color TFT 15" flat screen;
- (g) High resolution color patron display, viewable by the patron in teller mode;
- (h) Selling and cashing Tickets in self-service and staffed mode with respect to all Pools;
- (i) Canceling any Ticket issued by either a teller-operated or self-service terminal issuing the Ticket prior to the close of wagering for a particular Pool;
- (m) Accommodating up to six (6) printed lines of Wagers on a current Race single Ticket; or any combination of the Pools, except for multi-Race and certain Pool Wagers that will be on separate Tickets;
- (n) Reading, transmitting to, and receiving the money status of each terminal and the status of each winning Ticket presented for payment at a terminal throughout each Racing Day; and
- (o) Branding or printing on the cashed Ticket certain payoff information.

2. E Series™ Terminals

The E Series™ terminals shall have functionality and/or features as follows:

- (a) Supports account wagering functions and/or the wagering functions in connection with the use of anonymous plastic vouchers;
- (b) Runs United Tote's EnterBet™ wagering interface and currently uses Microsoft Windows® operating system;
- (c) Capable of wall, counter or table mounting;
- (d) High resolution color TFT LCD video display with a high quality touch screen;
- (e) If so equipped, audio and video capabilities with a TV tuner for coaxial video feeds; and
- (f) Allows account logon using either a swipe card reader or touch screen entry of account number and personal identification number, and the entry of Wagers on the touch screen.

3. Versa™ Terminals

When configured in teller-operated mode, the Versa™ terminals shall have functionality and/or features as follows:

- (a) Issuing Vouchers for use in the self-service terminals;
- (b) Printing and issuing Tickets with respect to all Pools and denominations identified in Exhibit B;
- (c) Canceling any Ticket issued by either a teller-operated or self-service terminal issuing the Ticket prior to the close of wagering for a particular Pool;
- (d) Accommodating up to four (4) printed lines of Wagers on a current Race single Ticket; or any combination of the Pools, except for multi-Race and certain Pool Wagers that will be on separate Tickets;
- (e) Reading, transmitting to, and receiving the money status of each terminal and the status of each Ticket presented for payment at a terminal throughout each Racing Day;
- (f) Branding or printing on the cashed Ticket certain payoff information;
- (g) Providing status indicators as to the current operating mode of the terminal; and
- (h) Providing certain special function information as included in United Tote's standard terminal software.

When configured in self-service mode, the Versa™ terminals shall have functionality and/or features as follows:

- (a) Printing and issuing Tickets by betting slip entry or patron entry via touch screen with respect to all Pools and denominations as pre-programmed in the self-service menu;
- (b) Accepting Vouchers or winning Tickets in any denomination issued by teller-operated or self-service terminals for the issuance of Tickets;
- (c) At the time of Ticket issuance, adjusting the amount of any Voucher to reflect the balance then due the patron; and
- (d) Issuing pay Vouchers for winning Wagers that are acceptable at teller-operated terminals

Exhibit D

EnterBet™ Wagering Interface Features

EnterBet™ wagering interface on the F4™ terminals may be configured to provide the following features:

- (1) Handlemaster™ that will allow the Associations to tee-up racing propositions - areas identified as “A-B-C” areas on the screen to prioritize wagering propositions to the customers;
- (2) FunBets™ that will provide wagering selections based on certain betting personalities and algorithms;
- (3) Find-A-Race feature that provides screen(s) for available racetracks for wagering at a particular time or other sorting capabilities;
- (4) Power tools for Exacta, Daily Double or Quinella Explosion™ features that allow the patron to view the complete matrix of Exacta, Daily Double and Quinella wagering combinations and their latest displayed will pays;
- (5) Horse names, jockey, driver and trainer names, current Win odds, and odds trend (vs. last odds cycle) data provided, if available, in part, by Equibase Company LLC; and
- (6) Limited advertising capability.

Exhibit E

Financial and Management Reports

MUTUEL MANAGER REPORTS

1. Seller Assignments, Alphabetically
2. Seller Assignments, Terminal Number
3. Tellers Weekly Work Schedule
4. Tellers Daily Work Schedule

PRE-RACE REPORTS

1. Track Configuration
2. Day's Race Card
3. Morning Line

END OF RACE REPORTS

1. Win Odds
2. Pool Calculation Summary
3. Dollar Odds
4. Price Reports
5. Pool Liability Summary

END OF PROGRAM REPORTS

1. Day's Race Card
2. Pool Calculation, All Races
3. Price Report, All Races
4. Pool Liability Report, All Races
5. Final Dollar Odds
6. Outs Summary Report
7. Tax Withholding Report
8. Terminal Sales, by Division
9. Master Seller List
10. System Balance Report

OPTIONAL END OF PROGRAM REPORTS

1. Commission Distribution
2. Sellers Shortage List
3. Pool Analysis
4. Advance Program Sales
5. Draws>Returns Register

ADDITIONAL AUDIT TRAILS

1. Terminal Transaction Log
2. Terminal Ticket Register - Sales
3. Terminal Ticket Register - Cashes

4. Outs Paid and Outs Detail Summary
5. Canceled Tickets
6. Manually Cashed Ticket Distribution
7. End of Meeting Outs Book

Exhibit F

Web Service Features

The Web Service offers application programmers a vast array of information for display purposes as well as a rich set of transaction-based functionality.

Accounts

- Create Account
- Delete Account
- Get Account Information
- Change PIN

Transactions

- Account Login
- Account Logoff
- Deposit Funds
- Withdraw Funds
- Place Wager
- Review Wager History
- Review Transaction History

Program Data

- Events (Name, Type, Races, etc)
- Races (Status, Runners, Conditions, Purse, etc)
- Runners (Jockey, Trainer, Owner, Weight, etc)
- Pools (Type, Legs, Mins/Max, etc)
- Prices (Runners, Results, Payout, etc)
- Willpays (Probable payouts)
- Scratchings

Contest/Handicap Data

- Tournament Info
- Contest Info
- Standings
- Prizes

Data Caching

The Web Service will provide data caching in order to control the amount of load placed on the host tote system. For example, Event information has a much higher expiration date than Odds information. Best practices would recommend that the client also perform some level of data caching to minimize load on the Tote Web Service.

Security/Authentication

Security and authentication on every command administered by the system.

Agenda Item #12

STATE OF INDIANA
BEFORE THE INDIANA HORSE RACING COMMISSION

IN RE:

THE PETITION OF CENTAUR HOLINGS, LLC,)
NEW CENTAUR, LLC, AND)
CENTAUR ACQUISITION, LLC)
REQUESTING THAT THE COMMISSION) SS
APPROVE RACE TRACK RENOVATION PLAN)
PETITION

COMES NOW Petitioners, Centaur Holdings, LLC (Centaur), New Centaur, LLC (New Centaur) and Centaur Acquisition, LLC (Indiana Downs), by counsel, and respectfully request that the Indiana Horse Racing Commission (Commission) approve it Race Track Renovation Plan (Track Plan).

In support of such Petition, Petitioners show the Commission as follows:

1. Centaur is the owner of New Centaur, which is the owner of Indiana Downs;
2. Indiana Downs is the holder of a permit to conduct a horse racing at Indiana Downs, which permit was transferred by the Commission to Indiana Downs by order of the Commission dated January 7, 2013;
3. Indiana Downs is the holder of two (2) licenses to conduct pari-mutuel wagering at its satellite facilities in Clarksville and Evansville (Evansville is currently inactive). These two (2) licenses were transferred by the Commission to Indiana Downs by order dated January 7, 2013;
4. 71 IAC 11-1-12(a)(1) requires Commission approval to enter into a contract for which the consideration is \$50,000.00 or more;
5. 71 IAC 11-1-16 requires Commission approval for material modifications of racetrack facilities;
6. In consultation with nationally recognized experts, Petitioners have developed a Track Plan to completely renovate and rebuild its dirt race track. A description of the work to be performed is attached as Exhibit A. The work will be performed in house under the direct supervision of John Jamison, the Indiana Downs Track Superintendent, in consultation with Dr. Michael Peterson from the University of Maine and Raymond "Butch" Lehr. Each of these individuals are known worldwide as experts in the field of horse track construction;
7. Even allowing for a cold winter and wet spring, work on the Track Plan should be completed no later than April 25, 2014, the anticipated date that training will begin in anticipation of the Spring meet at Indiana Downs;

8. It is currently an ideal time to begin work on the Track Plan because the track will be cut open immediately following the close of the 2013 race meet to allow for installation of a surface water drainage pipe from the new barn area to the detention pond in the center of the race track. This project was previously approved by the Commission.
9. The Quarter Horse Racing Association of Indiana, Inc., Indiana Horsemen's Benevolent & Protective Association, Inc. and Indiana Thoroughbred Breeders and Owners Association, Inc. are all supportive of the Track Plan;
10. Timely completion of the Track Plan will enhance the health and safety of racing participants both human and equine by providing a racetrack that has a base which is uniform in terms of depth and consistent in terms of the type and specifications of materials. Further, improvements to drainage will eliminate or reduce "soft spots" that currently exist due to inadequate drainage;
11. The estimated cost of the project is \$1,000,000.00 and despite the fact that the vast majority of the work is being performed in house it will be necessary to employ consultants, contractors and engineers whose contracts may exceed the \$50,000.00 threshold imposed by 71 IAC 11-1-12(a)(1).
12. Petitioners request Commission approval to execute its Track Plan and for the Commission to delegate to the Executive Director authority to approve contracts in excess of \$50,000.00. The request is essential for the timely completion of the Track Plan in light of the Commission's traditional pattern of meetings.

WHEREFORE, Petitioners respectfully request that the Commission: (1) Approve the Track Plan; (2) Authorize the Executive Director to approve contracts reasonable and necessary to carry out the Track Plan; and (3) Grant such other relief as may be right and proper in the premises.

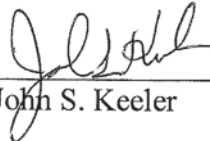
Respectfully Submitted,



John S. Keeler
Attorney for Petitioners, Centaur, New Centaur
and Indiana Downs

Certificate of Service

I hereby certify that a copy of the foregoing was served upon Ms. Lea Ellingwood, Esq., 1302 N. Meridian Street, Suite 175, Indianapolis, Indiana 46202 by hand delivery, , this 17 day of October, 2013.



John S. Keeler

John S. Keeler, # 5110-49
10 West Market Street, Suite 200
Indianapolis, IN 46204
317-656-8782

Track Renovation Scope of Work

- Removal of cushion to re-use next season, work to be performed by Indiana Downs, and Nasby Construction
- Removal of 2X6 along inside rail, to be used next season, work to be performed by Indiana Downs
- Removal of inside rail top, work to be performed by Indiana Downs
- Trench along inside of track and to existing drains to install drain tile for drainage system, work to be performed by Indiana Downs
- Install slotted pipe in trench and connect to drains, work to be performed by Indiana Downs
- Install gravel in trench on top of pipe, work to be performed by Indiana Downs
- Remove contaminated surface down to limestone, work to be performed by Indiana Downs and Nasby Construction
- Scarify and rip existing limestone base, removing any material dissimilar to limestone
- Survey and place grade stakes on track for re sloping of turns and front and back stretch, turns will be set at 5%, and front and back stretch at 2 ½%, work to be performed by Rayl Survey
- Grade existing limestone to survey specifications, adding additional Limestone from CGS as needed to create a consistent 16 inch depth, work to be performed by Indiana Downs, CGS, and Nasby Construction
- Stabilize limestone base with 4% KILN DUST, to a uniform sixteen inch depth, work to be performed by Hagerman Construction and Weihe Lime Stabilization Division
- Install 2X4 treated boards along the bottom of rail post at base level around entire oval, then install the 2X6 boards on top of the 2x4, around the entire oval, work to be performed by Indiana Downs
- Bore 3 inch holes into wood around track at three feet intervals to allow water to drain, work to be performed by Indiana Downs
- Cover drainage gravel and pipe with drain fabric up to the side of wood, cover base and wood on track side with drain fabric, work to be done by Indiana Downs
- Spread and deliver 6000 tons of CGS blended material, with 7% clay, and compact to 98% compaction and an even three inch depth, work done to be done by CGS, Indiana Downs, and Nasby Construction
- Spread surface that was taken off and stored to an even three inch depth, work to be done by Indiana Downs and Nasby Construction
- Haul in and spread 6000 tons of 50% #23 sand, and 50% mortar sand as the cushion, work to be done by CGS, Nasby Construction, and Indiana Downs

Agenda Item #13

STATE OF INDIANA
BEFORE THE INDIANA HORSE RACING COMMISSION

IN RE:

THE PETITION OF CENTAUR HOLINGS, LLC,)
NEW CENTAUR, LLC, AND)
CENTAUR ACQUISITION, LLC)
REQUESTING THAT THE COMMISSION) SS
APPROVE THE PURCHASE AND)
INSTALLATION OF A TOTE BOARD)

PETITION

COMES NOW Petitioners, Centaur Holdings, LLC (Centaur), New Centaur, LLC (New Centaur) and Centaur Acquisition, LLC (Indiana Downs), by counsel, and respectfully request that the Indiana Horse Racing Commission (Commission) approve the purchase and installation of a new tote board at Indiana Downs (Tote Board Project).

In support of such Petition, Petitioners show the Commission as follows:


1. Centaur is the owner of New Centaur, which is the owner of Indiana Downs;
2. Indiana Downs is the holder of a permit to conduct a horse racing at Indiana Downs, which permit was transferred by the Commission to Indiana Downs by order of the Commission dated January 7, 2013;
3. Indiana Downs is the holder of two (2) licenses to conduct pari-mutuel wagering at its satellite facilities in Clarksville and Evansville (Evansville is currently inactive). These two (2) licenses were transferred by the Commission to Indiana Downs by order dated January 7, 2013;
4. 71 IAC 11-1-12(a)(1) requires Commission approval to enter into a contract for which the consideration is \$50,000.00 or more;
5. 71 IAC 11-1-16 requires Commission approval for material modifications to racetrack facilities;
6. Indiana Downs has allocated approximately \$1,000,000.00, the estimated cost of the Tote Board Project to construct a new infield tote board. The Tote Board Project contemplates the removal of the existing tote board and replacement with a larger and more modern model with a jumbotron similar to that of Hoosier Park. Photographs of the existing Indiana Downs tote board and Hoosier Park's tote board are attached as Exhibits A and B, respectively;
7. This is an ideal time to commence work on the Tote Board Project because the 2013 meet has finished the racetrack will be torn open to accommodate installation of a drainage pipe and, if approved, the racetrack will be under

renovation. As a result any damage to the racetrack caused by the Tote Board Project should be minimal;

8. The Tote Board Project will enhance the fan experience for those at Indiana Downs and those viewing its simulcast product by providing a modern, entertaining and informational tool for race fans to enjoy;
9. Petitioners have not settled on final design or vendor for the Tote Board Project. However, because of the factors set forth in paragraph 7, it is essential that the design and contracts be timely approved. Because of the Commission's traditional meeting schedule, Petitioner requests that the Commission delegate to its Executive Director the authority to approve the design of the tote board and approve contracts in excess of \$50,000.00 associated with the Tote Board Project.

WHEREFORE, Petitioners respectfully request that the Commission: (1) Approve the Tote Board Project; (2) Authorize the Executive Director to approve contracts reasonable and necessary to carry out the Tote Board Project; and (3) Grant such other relief as may be right and proper in the premises.

Respectfully Submitted,



John S. Keeler
Attorney for Petitioners, Centaur, New Centaur
and Indiana Downs

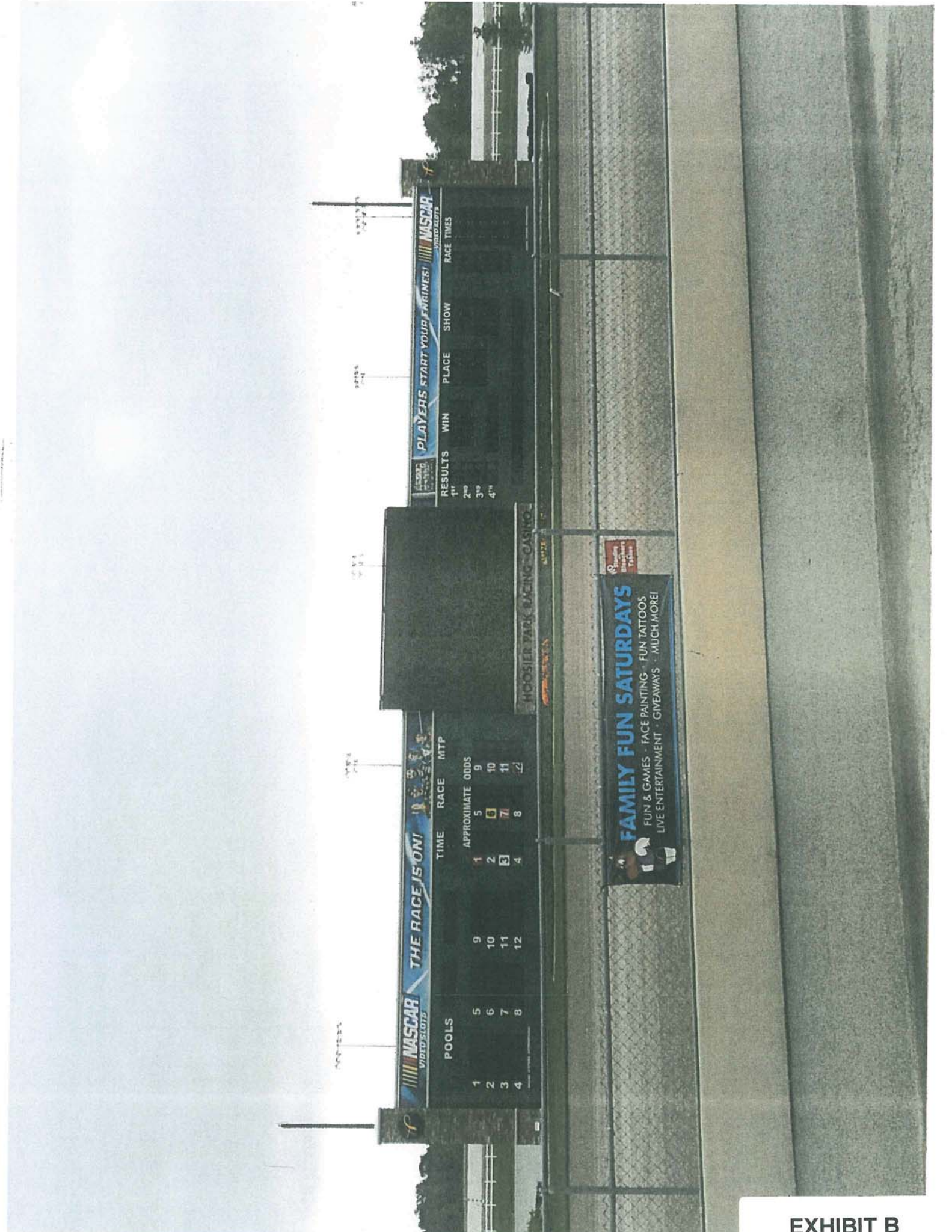
Certificate of Service

I hereby certify that a copy of the foregoing was served upon Ms. Lea Ellingwood, Esq., 1302 N. Meridian Street, Suite 175, Indianapolis, Indiana 46202 by hand delivery, , this 17 day of October, 2013.



John S. Keeler

John S. Keeler, # 5110-49
10 West Market Street, Suite 200
Indianapolis, IN 46204
317-656-8782



THE RACE IS ON!

POOLS	TIME	RACE	MTP
1	5	9	
2	6	10	
3	7	11	
4	8	12	

APPROXIMATE ODDS

1	5	9
2	6	10
3	7	11
4	8	12

NASCAR VIDEO SLOTS

RESULTS	WIN	PLACE	SHOW	RACE TIMES
1 st				
2 nd				
3 rd				
4 th				

PLAYERS START YOUR ENGINES!

HOOSIER PARK RACING CASINO

FAMILY FUN SATURDAYS
 FUN & GAMES · FACE PAINTING · FUN TATTOOS
 LIVE ENTERTAINMENT · GIVEAWAYS · MUCH MORE!

EXHIBIT B

Agenda Item #14

STATE OF INDIANA
BEFORE THE INDIANA HORSE RACING COMMISSION

IN RE:

THE PETITION OF CENTAUR HOLINGS, LLC,)
NEW CENTAUR, LLC, AND)
HOOSIER PARK, LLC)
REQUESTING THAT THE COMMISSION) SS
APPROVE CONSTRUCTION OF DRIVER'S)
LOUNGE)
PETITION

COMES NOW Petitioners, Centaur Holdings, LLC (Centaur), New Centaur, LLC (New Centaur) and Hoosier Park, LLC (Hoosier Park), by counsel, and respectfully request that the Indiana Horse Racing Commission (Commission) approve the construction of a driver's lounge at Hoosier Park (Driver's Lounge Project).

In support of such Petition, Petitioners show the Commission as follows:

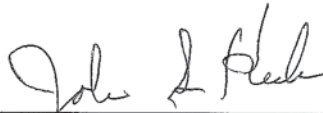
1. Centaur is the owner of New Centaur, which is the owner of Hoosier;
2. Hoosier Park is the holder of a permit to conduct a horse racing meeting at Hoosier Park, which permit was issued by the Commission pursuant to IC 4-31-5-8. The permit issued to Hoosier Park was most recently renewed by the Commission at its regular meeting on December 14, 2012;
3. Hoosier Park is the holder of (3) licenses to conduct pari-mutuel wagering at its satellite facilities in Fort Wayne, Indianapolis and Merrillville. These (3) licenses were issued by the Commission pursuant to IC 4-31-5.5-3 and were most recently renewed by the Commission at its regular meeting on December 14, 2012;
4. 71 IAC 11-1-12(a)(1) requires Commission approval to enter into a contract for which the consideration is \$50,000.00 or more;
5. 71 IAC 11-1-16 requires Commission approval for material modifications of racetrack facilities;
6. The Driver's Lounge Project consists of a new 72'X50' structure to be constructed for the purpose of providing lockers, showers and recreation lounges for grooms and drivers. Proposed drawings of the Floor Plan, Exterior Elevations, Ceiling Plan and Sections are attached as Exhibits A, B, C and D respectively;
7. The estimated cost of the Driver's Lounge Project is \$900,000.00. The Indiana Standardbred Association, Inc. is supportive of this endeavor and has

committed \$200,000.00 toward its cost and has under consideration the contribution of an additional \$200,000.00 in 2014.

8. The Driver's Lounge Project will contribute to the quality of life and comfort of grooms and drivers;
9. Petitioners request Commission approval for the Driver's Lounge Project and for the Commission to delegate to the Executive Director authority to approve contracts in excess of \$50,000.00. The request is essential for the timely completion of the Driver's Lounge Project in light of the Commission's traditional pattern of meetings.

WHEREFORE, Petitioners respectfully request that the Commission: (1) Approve the Driver's Lounge Project; (2) Authorize the Executive Director to approve contracts reasonable and necessary to carry out the Driver's Lounge Project; and (3) Grant such other relief as may be right and proper in the premises.

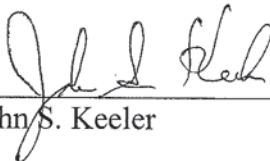
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Tom Montgomery

Architect

Hoosier Park

New Jockey's Lounge
 Anderson, Indiana

Seal

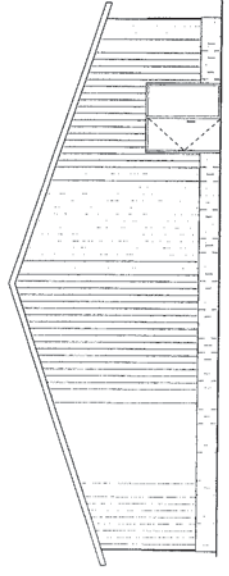


Signature

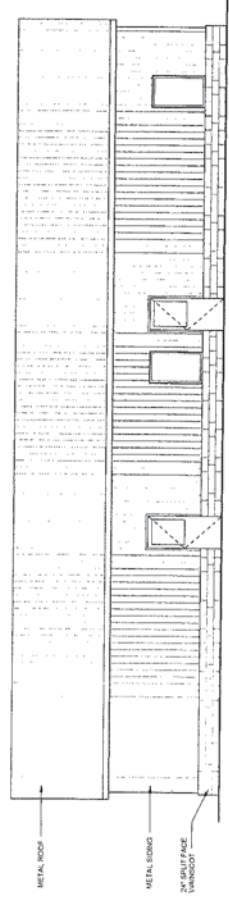
Mark	Date	Description

Date:	09-14-12
Drawn By:	KTM
Checked By:	REVT
Project Number:	13004

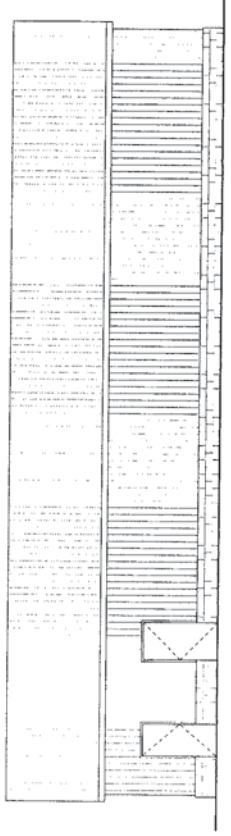
Exterior Elevations
A1-2



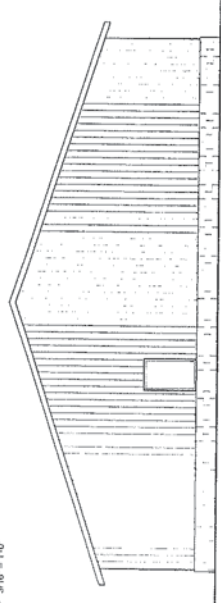
① East Elevation
 3/16" = 1'-0"



② North Elevation
 3/16" = 1'-0"



③ South Elevation
 3/16" = 1'-0"



④ West Elevation
 3/16" = 1'-0"

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Tom Montgomery

Architect

Hoosier Park

New Jockey's Lounge
Anderson, Indiana

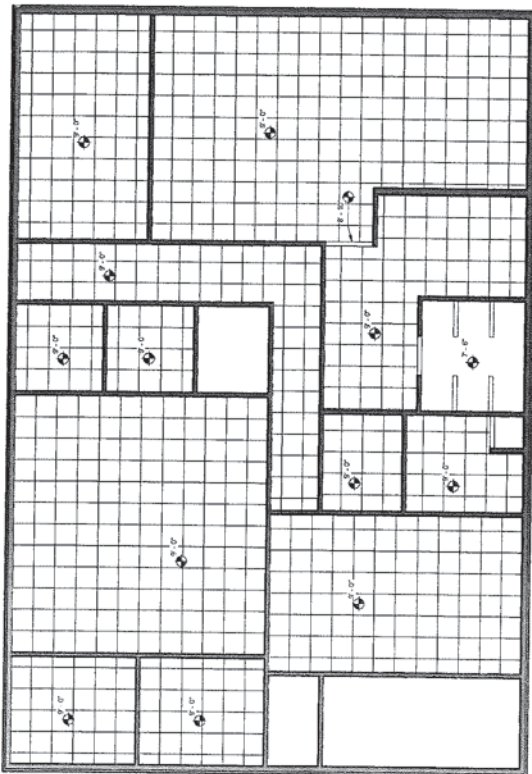
Seal



Signature

NO.	Date	Description

Date: 10-18-12
Drawn By: KTM
Checked By: RENT
Project Number: 15004



① Reflective Ceiling Plan
3/16" = 1'-0"

Ceiling Plan

A1-3

Tom Montgomery

Architect

Hoosier Park

New Jockey's Lounge
 Anderson, Indiana

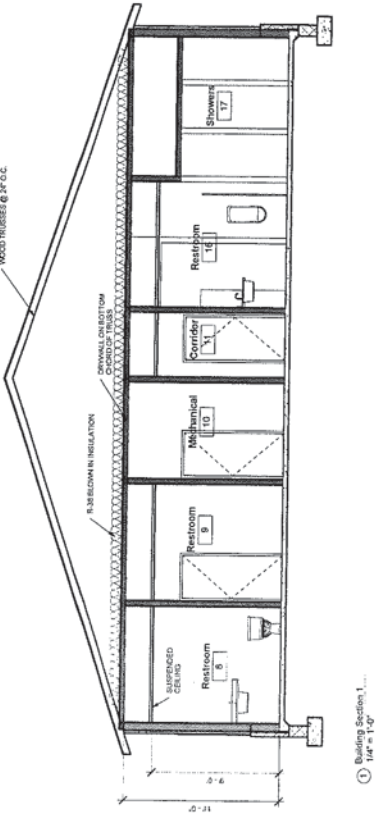


Signature

Rev	Date	Description

Date: 10-16-12
 Drawn By: JTM
 Checked By: RWV
 Project Number: 10004

Sections
A1-4



① Building Section 1, 1/4" = 1'-0"