

### SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the Indiana Horse Racing Commission ("Commission"), by Joe Gorajec, Executive Director of the Indiana Horse Racing Commission Staff ("Commission Staff") and Thomas Amoss ("Amoss"), a licensee subject to regulation by the Commission. Collectively, the Commission Staff and Amoss shall be referred to herein as "the Parties." This Agreement is subject to the review and approval of the Commission.

### RECITALS

1. The Indiana Horse Racing Commission ("IHRC") is the administrative agency in the State of Indiana that regulates horse racing pursuant to provisions of the Indiana Code, Title 4, Article 31.

2. Thomas Amoss was licensed as a trainer with the IHRC for the years 2011 through 2014, and at all times relevant to this Settlement Agreement.

3. Title 71 of the Indiana Administrative Code regulates trainers participating in pari-mutuel racing in Indiana.

4. Amoss was the trainer of the horse Hero Heart, who raced in the 8<sup>th</sup> race at Hoosier Park on October 21, 2011. As trainer of the horse, Amoss was responsible for the condition of Hero Heart pursuant to 71 IAC 5.5-3-2.

5. Following the race, Hero Heart's post-race specimens tested positive for the presence of methocarbamol, which was a substance foreign to the natural horse not expressly authorized to be present in a horse's system following a race, in violation of various provisions of the Indiana Administrative Code. 71 IAC 8.5-1-2; 71 IAC 8.5-3-3. Methocarbamol was classified as a Class 4-C foreign substance under the ARCI Uniform Guidelines.

6. Based on Amoss's violations of the above-referenced administrative regulations, as well as the fact that Amoss had been sanctioned in three previous instances within the past 365 days in incidents involving the presence of Class 4-C foreign substances, in accordance with the ARCI Uniform Guidelines, the Commission Staff recommended a penalty of a sixty (60) day suspension, \$5,000 fine, and forfeiture of the purse.

7. The Commission Staff, through its Executive Director Joe Gorajec, issued Administrative Complaint No. 212001, charging Amoss with the above-referenced violations. The case was subsequently assigned to Administrative Law Judge Gordon White at the request of the Commission. Following Judge White's grant of summary judgment in favor of the Commission Staff, the Commission considered briefs submitted by the Parties and heard oral argument on Amoss's objections to the Administrative Law Judge's decision. The Commission affirmed Judge White's findings and upheld the recommended penalty, ordering Amoss's sixty-day suspension to commence on April 21, 2015 (the first day of the 2015 race meet in Indiana).

8. Following the Commission's Final Order, Amoss filed his Petition for Judicial Review in Marion County, Indiana, Cause No. 49D11-1504-CC-011716, and contemporaneously filed a Motion to Stay, seeking an order from the Court staying the commencement of the recommended sixty day suspension.

9. The parties have now reached a resolution of the claims at issue in this dispute.

10. Now, in full and complete resolution of Amoss's pending Petition for Judicial Review, as well as any and all further administrative proceedings involving Amoss relative to the violations referenced above, the Commission Staff and Amoss agree to the terms and conditions set forth in this Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the promises and covenants to be performed as set forth herein, the Parties agree as follows:

1. Amoss agrees to dismiss the pending litigation referenced in Paragraph 8 above and release all claims and potential claims against the Commission relating to the Commission action which is the subject of the settlement agreement. Amoss specifically agrees to release and forever discharge any claims against the Commission, the Commission Staff and/or the Stewards arising from, relating to, or in any way connected with the issues associated with the Commission's initiation and/or pursuit of the underlying disciplinary action against Amoss.

2. As a result of the disciplinary matter which was the subject of the underlying proceeding, Amoss agrees to serve a 45 day suspension. The suspension will be served during the last 45 days of the 2015 race meet at Indiana Grand (i.e., from Sept. 17, 2015 through Oct. 31, 2015).

3. Amoss will pay the \$5,000 fine pursuant to Commission regulations.

4. The Parties specifically agree that the suspension shall be governed by applicable Indiana regulations including but not limited to 71 IAC 3.5-2-9, 71 IAC 5.5-1-31, 71 IAC 5.5-3-1, 71 IAC 10-2-8, and 71 IAC 10-2-8.1, and any failure to comply with those rules is subject to enforcement by the Stewards and/or the Commission.

5. If the purse for Hero Heart's performance during the October 21, 2011 race has been paid it will be returned and, if not, it will be forfeited.

6. Amoss and Commission Staff acknowledge that this Agreement is subject to the approval of the Indiana Horse Racing Commission. In the event that the Commission does not approve this Agreement, the Parties reserve the right to revisit the agreed stay of execution of Amoss's suspension.

7. Any waiver of any provision of this Agreement must be in writing and must be approved by the Commission or the Commission Staff. No waiver of any provision of this Agreement shall constitute either a waiver of any provision hereof (whether or not similar) or a continuing waiver.

8. The Parties agree that this Agreement shall be interpreted, enforced, and governed by the laws of the State of Indiana.


9. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, fully enforceable counterpart of all purposes, but all of which constitute one and the same instrument.

10. Amoss represents that he has carefully read and reviewed the foregoing Agreement, acknowledges its contents, has had the right to consult with his own counsel, and agrees to be bound by its terms. Amoss acknowledges that he has voluntarily entered into this Agreement as of the date and year herein set forth.

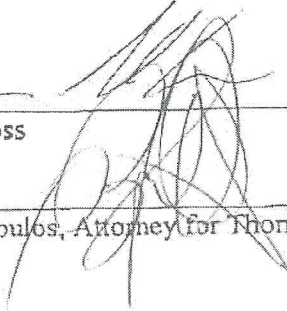
IN WITNESS HEREOF, the Parties have executed this Agreement on the dates listed below.

I swear, under penalties for perjury, that the foregoing representations that have been made by me are true and correct.

4/28/15  
Date

  
\_\_\_\_\_  
Thomas Amoss

4/28/15  
Date


  
\_\_\_\_\_  
Peter J. Sacopolos, Attorney for Thomas Amoss

Witnessed and Approved:

\_\_\_\_\_

ON BEHALF OF THE INDIANA HORSE RACING COMMISSION:

4/29/15  
Date

  
\_\_\_\_\_  
Joe Gorajec, Executive Director

Approved as to form:

  
\_\_\_\_\_  
Lea Ellingwood, General Counsel

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the Indiana Horse Racing Commission ("Commission"), by Joe Gorajec, Executive Director of the Indiana Horse Racing Commission Staff ("Commission Staff") and Bradley Moffitt ("Moffitt"), a 2014 licensee subject to regulation by the Commission. Collectively, the Commission Staff and Moffitt shall be referred to herein as "the Parties." This Agreement is subject to the review and approval of the Commission.

### RECITALS

1. The Indiana Horse Racing Commission ("IHRC") is the administrative agency in the State of Indiana that regulates horse racing pursuant to provisions of the Indiana Code, Title 4, Article 31.
2. Bradley Moffitt was licensed as a trainer with the IHRC during 2014, and at all times relevant to this Settlement Agreement.
3. Title 71 of the Indiana Administrative Code regulates trainers participating in pari-mutuel racing in Indiana.
4. The following horse was at all relevant times owned and trained by Moffitt: Scotty Mach N.
5. Moffitt entered the aforementioned horse in the 7<sup>th</sup> Race on May 31, 2014, at Hoosier Park.
6. Scotty Mach N. finished first in the 7<sup>th</sup> Race on May 31, 2014 at Hoosier Park.
7. LGC tested blood from Scotty Mach N and established the presence of darbepoetin alpha on the race date identified in Paragraph 5.
8. Split sample testing performed by the University of California-Davis confirmed the presence of darbepoetin alpha in the sample.
9. 71 IAC 8-1-2 provides: No horse participating in a race or entered in a race shall carry in its body any foreign substance except as provided by these rules.
10. Darbepoetin alpha is not among the substances that a horse participating in a race may carry in its body.
11. Pursuant to the authority provided by 71 IAC 10-3-20, the Commission's Executive Director issued Administrative Complaint No. 214001 on or about November 3, 2014. The

Executive Director's Administrative Complaint proposed the following penalty: a 15-year suspension and a \$5,000.00 fine.

12. The Commission's Executive Director, given Moffitt's willingness to enter into this Agreement, is executing this Agreement in lieu of prosecuting Administrative Complaint No. 214001, issued on November 3, 2014.

13. Now, in full and complete resolution of any and all further administrative proceedings involving Moffitt relative to the violations referenced in Preliminary Report No. 214001, the Commission Staff and Moffitt agree to the terms and conditions set forth in this Agreement.

14. Now, in full and complete resolution of any and all further administrative proceedings involving Moffitt relative to the violations referenced above, the Commission Staff and Moffitt agree to the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the promises and covenants to be performed as set forth herein, the Parties agree as follows:

15. Moffitt hereby admits the Findings of Fact referenced in Administrative Complaint No. 214001.

16. Moffitt has acknowledged participation in and/or knowledge of violations of Articles 8 of Title 71 of the Indiana Administrative Code, and the following race is affected:

- a. Scotty Mach N is disqualified from 1<sup>st</sup> place and is unplaced for the purposes of receiving purse money from the 7<sup>th</sup> race on May 31, 2014 at Hoosier Park Racing and Casino.

17. As a penalty for the referenced violation, Moffitt agrees to a 10-year license suspension from March 18, 2015 to and including March 18, 2025.

18. The Commission will enter a ruling consistent with this Agreement which will make clear that the sanctions set forth in Paragraphs 16 and 17 are the total sanctions for the violation referenced in this Settlement Agreement.

19. The Parties agree that this Agreement shall be interpreted, enforced, and governed by the laws of the State of Indiana.

20. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, fully enforceable counterpart of all purposes, but all of which constitute one and the same instrument.

21. Moffitt represents that he has carefully read and reviewed the foregoing Agreement, acknowledges its contents, has had the right to consult with his own counsel, and agrees to be bound by its terms. Moffitt acknowledges that he has voluntarily entered into this Agreement as of the date and year herein set forth.

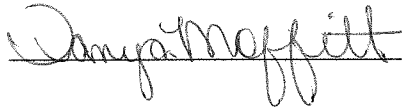
IN WITNESS HEREOF, the Parties have executed this Agreement on the dates listed below.

I swear, under penalties for perjury, that the foregoing representations that have been made by me are true and correct.

6/02/15  
Date

  
Bradley Moffitt

Witnessed and Approved:



ON BEHALF OF THE INDIANA HORSE RACING COMMISSION:

6/10/15  
Date

  
Joe Gorajec, Executive Director

Approved as to form:

  
Holly Newell, Deputy General Counsel

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the Indiana Horse Racing Commission ("Commission"), by Joe Gorajec, Executive Director of the Indiana Horse Racing Commission Staff ("Commission Staff") and Salvador Rojas ("Rojas"), a 2014 licensee subject to regulation by the Commission. Collectively, the Commission Staff and Rojas shall be referred to herein as "the Parties." This Agreement is subject to the review and approval of the Commission.

### RECITALS

1. The Indiana Horse Racing Commission ("IHRC") is the administrative agency in the State of Indiana that regulates horse racing pursuant to provisions of the Indiana Code, Title 4, Article 31.
2. Salvador Rojas was licensed as a trainer with the IHRC during 2014, and at all times relevant to this Settlement Agreement.
3. Title 71 of the Indiana Administrative Code regulates trainers participating in pari-mutuel racing in Indiana.
4. The following horse was at all relevant times trained by Rojas: This Lion Roars.
5. Rojas entered the aforementioned horse in the 9<sup>th</sup> Race on May 17, 2014, at Indiana Grand Racing & Casino.
6. This Lion Roars finished second in the 9<sup>th</sup> Race on May 17, 2014 at Indiana Grand.
7. Industrial Laboratories tested blood from This Lion Roars and detected the presence of dexamethasone at a level of 43.1 picograms per milliliter ("pg/mL") in the sample collected on the race date identified in Paragraph 5.
8. Split sample testing performed by the University of California-Davis confirmed the presence of dexamethasone at 17 mg/mL in excess of allowable limits in the sample.
9. 71 IAC 8.5-1-1.5 provides: No horse participating in a race or entered in a race shall carry in its body any foreign substance except as provided by these rules.
10. 71 IAC 8.5-1-4.2(8) provides:  
The official blood (serum or plasma) and urine samples may contain only the following therapeutic medications, their metabolites or analogues, and shall not exceed the threshold concentrations specified in this rule:  
...  
(8) The use of dexamethasone shall be permitted under the following conditions: Not to exceed five (5) picograms per milliliter of dexamethasone in plasma or serum.



11. Pursuant to 71 IAC 5.5-3-2, Mr. Rojas is responsible for the presence of any prohibited drug in horses she trains regardless of the acts of third parties. A positive test for a prohibited drug, medication, or substance, as reported by a commission-approved laboratory, is prima facie evidence of a violation of this rule.

12. Pursuant to 71 IAC 8.5-1-2(a):

...A finding by the chemist or commission designee that a foreign substance is present in the test sample shall be prima facie evidence that such foreign substance was administered and carried in the body of the horse while participating in a race. Such a finding shall also be taken as prima facie evidence that the trainer and his or her agents responsible for the care or custody of the horse have been negligent in the handling or care of the horse.

13. Pursuant to the authority provided by 71 IAC 10-3-20, the Commission's Executive Director issued Administrative Complaint No. 215007 on or about February 24, 2015. The Executive Director's Administrative Complaint proposed the following penalty: a \$1,000.00 fine, and This Lion Roars shall be unplaced from the 9<sup>th</sup> race of May 17, 2014, and all purse monies earned shall be forfeited, returned, and redistributed.

14. The Commission's Executive Director, given Rojas' willingness to enter into this Agreement, is executing this Agreement in lieu of prosecuting Administrative Complaint No. 215007.

15. Now, in full and complete resolution of any and all further administrative proceedings involving Rojas relative to the violations referenced in Administrative Complaint No. 215007, the Commission Staff and Rojas agree to the terms and conditions set forth in this Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the promises and covenants to be performed as set forth herein, the Parties agree as follows:

16. Rojas hereby admits the Findings of Fact referenced in Administrative Complaint No. 215007.

17. Rojas has acknowledged participation in and/or knowledge of violations of Article 8.5 of Title 71 of the Indiana Administrative Code, and the following race is affected:

- a. This Lion Roars is disqualified from 2<sup>nd</sup> place and is unplaced for the purposes of receiving purse money from the 9<sup>th</sup> race on May 17, 2014 at Indiana Grand Racing and Casino.

18. As a penalty for the referenced violation, Rojas agrees to pay a \$1,000.00 fine.

19. The Commission will enter a ruling consistent with this Agreement which will make clear that the sanctions set forth in Paragraphs 17 and 18 are the total sanctions for the violation referenced in this Settlement Agreement.

20. The Parties agree that this Agreement shall be interpreted, enforced, and governed by the laws of the State of Indiana.

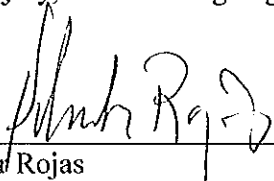
21. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, fully enforceable counterpart of all purposes, but all of which constitute one and the same instrument.

22. Rojas represents that he has carefully read and reviewed the foregoing Agreement, acknowledges its contents, has had the right to consult with his own counsel, and agrees to be bound by its terms. Rojas acknowledges that he has voluntarily entered into this Agreement as of the date and year herein set forth.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates listed below.

I swear, under penalties for perjury, that the foregoing representations that have been made by me are true and correct.

4-22-15  
Date

  
Salvador Rojas

Witnessed:



ON BEHALF OF THE INDIANA HORSE RACING COMMISSION:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joe Gorajec, Executive Director

Approved as to form:

\_\_\_\_\_  
Holly Newell, Deputy General Counsel

19. The Commission will enter a ruling consistent with this Agreement which will make clear that the sanctions set forth in Paragraphs 17 and 18 are the total sanctions for the violation referenced in this Settlement Agreement.

20. The Parties agree that this Agreement shall be interpreted, enforced, and governed by the laws of the State of Indiana.

21. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, fully enforceable counterpart of all purposes, but all of which constitute one and the same instrument.

22. Rojas represents that he has carefully read and reviewed the foregoing Agreement, acknowledges its contents, has had the right to consult with his own counsel, and agrees to be bound by its terms. Rojas acknowledges that he has voluntarily entered into this Agreement as of the date and year herein set forth.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates listed below.

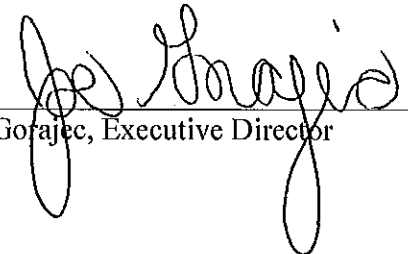
I swear, under penalties for perjury, that the foregoing representations that have been made by me are true and correct.

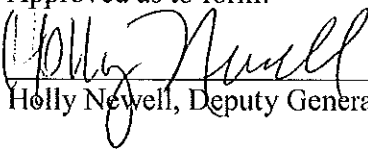
\_\_\_\_\_  
Date Salvador Rojas

Witnessed:  
\_\_\_\_\_

ON BEHALF OF THE INDIANA HORSE RACING COMMISSION:

7/8/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joe Gorajec, Executive Director

Approved as to form:  
  
\_\_\_\_\_  
Holly Newell, Deputy General Counsel

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the Indiana Horse Racing Commission ("Commission"), by Joe Gorajec, Executive Director of the Indiana Horse Racing Commission Staff ("Commission Staff") and Dr. Elizabeth Rees ("Dr. Rees"), a licensee subject to regulation by the Commission. Collectively, the Commission Staff and Dr. Rees shall be referred to herein as "the Parties." This Agreement is subject to the review and approval of the Commission.

### RECITALS

1. The Indiana Horse Racing Commission ("IHRC") is the administrative agency in the State of Indiana that regulates horse racing pursuant to provisions of the Indiana Code, Title 4, Article 31.
2. On or about May 1, 2014, Dr. Elizabeth Rees was licensed as a practicing veterinarian with the IHRC.
3. 71 IAC 8.5-4 *et seq.* regulates veterinarians practicing on IHRC regulated grounds.
4. Dr. Rees has acknowledged participation in and knowledge of violations of 71 IAC 8.5-4 *et seq.*
5. Given Dr. Rees' willingness to cooperate with an ongoing Commission Staff investigation, the Commission's Executive Director is executing this Agreement in lieu of Commission Staff taking further action against Dr. Rees, as outlined below.
6. Now, in full and complete resolution of any and all further administrative proceedings involving Dr. Rees relative to the violations referenced above, the Commission Staff and Dr. Rees agree to the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the promises and covenants to be performed as set forth herein, the Parties agree as follows:

7. Dr. Rees has acknowledged violations of various provisions of 71 IAC 8.5-4 *et seq.*
8. Dr. Rees has fully cooperated with Commission Staff's investigation of misuse of medication and violations of 71 IAC 8.5-4 *et seq.* on the backside on Indiana Grand.

9. Dr. Rees agrees to continue to provide truthful testimony and to fully cooperate with Commission Staff's ongoing investigation of and prosecution of misuse of medication and violations of Title 71 of the Administrative Code in the stable area of Indiana Grand.
10. This agreement does not cover any violations that Dr. Rees has not admitted to date relative to Administrative Complaints No. 214003.
11. Dr. Rees has relinquished her 2014 IHRC license.
12. Dr. Rees agrees to not apply for licensure with the Indiana Horse Racing Commission until 2017.
13. Dr. Rees acknowledges that this Agreement is not a guarantee of future licensure.
14. Dr. Rees and Commission Staff acknowledge that this Agreement is subject to the approval of the Indiana Horse Racing Commission.
15. Any waiver of any provision of this Agreement must be in writing and must be approved by the Commission or the Commission Staff. No waiver of any provision of this Agreement shall constitute either a waiver of any provision hereof (whether or not similar) or a continuing waiver.
16. The Parties agree that this Agreement shall be interpreted, enforced, and governed by the laws of the State of Indiana.
17. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, fully enforceable counterpart of all purposes, but all of which constitute one and the same instrument.
18. Dr. Rees represents that she has carefully read and reviewed the foregoing Agreement, acknowledges its contents, has had the right to consult with his own counsel, and agrees to be bound by its terms. Dr. Rees acknowledges that she has voluntarily entered into this Agreement as of the date and year herein set forth.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates listed below.

I swear, under penalties for perjury, that the foregoing representations that have been made by me are true and correct.

6/1/15  
Date

E. Rees, MD  
Dr. Elizabeth Rees

Witnessed and Approved:

[Signature]

ON BEHALF OF THE INDIANA HORSE RACING COMMISSION:

6/1/15  
Date

[Signature]  
Joe Gorajec, Executive Director

Approved as to form:

[Signature]  
Holly Newell, Deputy General Counsel

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the Indiana Horse Racing Commission ("Commission"), by Joe Gorajec, Executive Director of the Indiana Horse Racing Commission Staff ("Commission Staff") and Carolyn Murphy ("Murphy"), a 2014 licensee subject to regulation by the Commission. Collectively, the Commission Staff and Murphy shall be referred to herein as "the Parties." This Agreement is subject to the review and approval of the Commission.

2015 JUN 30 A 10:59  
INDIANA HORSE RACING COMMISSION

### RECITALS

1. The Indiana Horse Racing Commission ("IHRC") is the administrative agency in the State of Indiana that regulates horse racing pursuant to provisions of the Indiana Code, Title 4, Article 31.
2. Carolyn Murphy was licensed as a trainer with the IHRC during 2014, and at all times relevant to this Settlement Agreement.
3. Title 71 of the Indiana Administrative Code regulates trainers participating in pari-mutuel racing in Indiana.
4. The following thoroughbred horse was at all relevant times trained by Murphy: Lil Napoleon.
5. Murphy entered the aforementioned horse in the first race on June 6, 2014, at Indiana Grand.
6. Lil Napoleon finished first in the first race on June 6, 2014 at Indiana Grand.
7. Industrial Laboratories tested blood from Lil Napoleon and established the presence of dexamethasone in the post-race sample from the first race on June 6, 2014 at Indiana Grand.
8. Murphy declined split sample testing.
9. 71 IAC 8.5-1-2 provides: No horse participating in a race or entered in a race shall carry in its body any foreign substance except as provided by these rules.
10. 71 IAC 8.5-1-4.2 provides: The official blood (serum or plasma) and urine samples may contain only the following therapeutic medications, their metabolites or analogues, and shall not exceed the threshold concentrations specified in this rule:  
...  
(8) The use of dexamethasone shall be permitted under the following conditions: Not to exceed five (5) picograms per milliliter of dexamethasone in plasma or serum.  
...

11. Pursuant to the authority provided by 71 IAC 10-3-20, the Commission's Executive Director issued Administrative Complaint No. 215006 on or about February 17, 2015. The Executive Director's Administrative Complaint proposed the following penalty: a \$1,000.00 fine, and the disqualification of Lil Napoleon from the first race on June 6, 2014.

12. The Commission's Executive Director, given Murphy's willingness to enter into this Agreement, is executing this Agreement in lieu of prosecuting Administrative Complaint No. 215006, issued on February 17, 2015.

13. Now, in full and complete resolution of any and all further administrative proceedings involving Murphy relative to the violations referenced in Administrative Complaint No. 215006, the Commission Staff and Murphy agree to the terms and conditions set forth in this Agreement.

14. Now, in full and complete resolution of any and all further administrative proceedings involving Murphy relative to the violations referenced above, the Commission Staff and Murphy agree to the terms and conditions set forth in this Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the promises and covenants to be performed as set forth herein, the Parties agree as follows:

15. Murphy hereby admits the Findings of Fact referenced in Administrative Complaint No. 215006.

16. Murphy has acknowledged participation in and/or knowledge of violations of Articles 8 of Title 71 of the Indiana Administrative Code, and the following race is affected:

- a. Lil Napoleon is disqualified from first place and is unplaced for the purposes of receiving purse money from the first race on June 6, 2014 at Indiana Grand Racing and Casino.

17. As a penalty for the referenced violation, Murphy agrees to a \$1,000.00 fine.

18. The Commission will enter a ruling consistent with this Agreement which will make clear that the sanctions set forth in Paragraphs 16 and 17 are the total sanctions for the violation referenced in this Settlement Agreement.

19. The Parties agree that this Agreement shall be interpreted, enforced, and governed by the laws of the State of Indiana.

20. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, fully enforceable counterpart of all purposes, but all of which constitute one and the same instrument.



21. Murphy represents that she has carefully read and reviewed the foregoing Agreement, acknowledges its contents, has had the right to consult with her own counsel, and agrees to be bound by its terms. Murphy acknowledges that she has voluntarily entered into this Agreement as of the date and year herein set forth.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates listed below.

I swear, under penalties for perjury, that the foregoing representations that have been made by me are true and correct.

22 June 2015  
Date

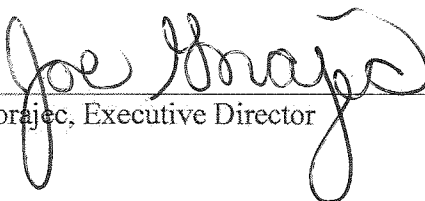
  
\_\_\_\_\_  
Carolyn Murphy

Witnessed and Approved:

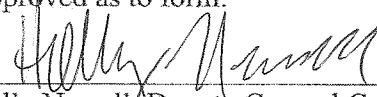
  
\_\_\_\_\_

ON BEHALF OF THE INDIANA HORSE RACING COMMISSION:

June 29, 2015  
Date

  
\_\_\_\_\_  
Joe Gorajec, Executive Director

Approved as to form:

  
\_\_\_\_\_  
Holly Newell, Deputy General Counsel