This agreement is made and entered into by and between the ILLINOIS HARNESS HORSEMAN’S ASSOCIATION, an Illinois not-for-profit corporation (hereinafter referred to as “the IHHA”), and SUBURBAN DOWNS, INC. authorized to do business in Illinois (hereinafter referred to as “LICENSEE”).

WITNESSETH:

WHEREAS, LICENSEE is an organization licensed by the Illinois Racing Board to conduct, and is engaged in the business of conducting pari-mutuel harness race meetings at Hawthorne Racecourse; and,

WHEREAS, the IHHA is a voluntary association made up of independent contractors who are owners, breeders, trainers, drivers and caretakers (grooms) of harness horses (HORSEMEN); and,

WHEREAS, the IHHA represents that it has been designated by a majority of the HORSEMEN to represent all HORSEMEN racing at LICENSEE’S track as their agent for the purpose of negotiating the within Agreement; and,

WHEREAS, the parties hereto desire to cooperate in promoting the popularity of the sport of harness racing, and ensuring the continuity of harness racing at LICENSEE’S track for the best interests of the parties hereto and the public.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL BENEFITS TO BE DERIVED BY THE PARTIES HERETO, IT IS AGREED AS FOLLOWS:

1. The terms of this Agreement apply to and govern all harness race meetings to be conducted by LICENSEE for the year 2024.

2. From LICENSEE’S retained share of the pari-mutuel handle and other gambling income, as provided for by the laws of the State of Illinois, LICENSEE must pay to the HORSEMEN’S daily purse account, moneys as specified in the Horse Racing Act of 1975 as amended and the Illinois Gambling Act as amended. The share of the gambling proceeds due to the horsemens’ purse account shall be reflected on a daily basis on the weekly purse report in a similar manner as the pari-mutuel handle proceeds have been accounted for in the past.

From the HORSEMEN’S daily purse account payments must be made by LICENSEE as follows:

A. LICENSEE agrees to pay to the IHHA, in amounts totaling $620,500 dollars and in the daily amount of one thousand seven hundred ($1,700) dollars per day from January 1 through December 31 of 2024. LICENSEE shall pay these monies, pursuant to section 37-29(d) of the Horse Racing Act of 1975 as amended. The payments shall be made within twenty-one (21) days after billing. For each invoice payment made after twenty-one (21) days, LICENSEE shall pay from LICENSEE’S share of the pari-mutuel handle to the IHHA an amount equal to twenty-five dollars ($25.00).

B. To purses for stakes, including eliminations, legs and consolation races, in the specific amounts identified in Exhibit A unless mutually agreed to by the IHHA and LICENSEE. All nominating, sustaining, entry and starting payments shall be held for the benefit of entrants and shall be paid out as part of the respective purses for such races. LICENSEE may withhold that portion of the Night Of Champions Finals purses covered by the Illinois Department of Agriculture 708 Fund until payment is received from the state but shall pay 100% of all other published purse amounts immediately and without delay. Deductions may not be made from nomination, sustaining, entry and starting payments or from the advertised purse for clerical or any other expenses. This stakes purse schedule may be changed only by mutual written agreement of LICENSEE and the IHHA. At the request of the IHHA, LICENSEE shall provide to the IHHA a compilation listing of all nominating, sustaining, entry and starting payments, and an audit report indicating individual purses paid for stakes as listed along with source of purse monies paid for those respective races.

C. Licensees and the IHHA agree that the purses in effect at the end of racing in 2023 are to be in effect for all pari-mutual races conducted at Hawthorne in 2024. Purses for the 28 summer dates held at Springfield and DuQuoin will
be discussed after recapture has been certified and there is more clarity on non-traditional money. Parties agree to
discuss these matters in good faith on or near May 22.

D. When an excess of horses enter an overnight race, preference shall be determined using the standard “least
recently raced” methodology. For entered horses with the same most recent race date, preference will always be
given to ICF horses.

3. Underpayment/Overpayment of Purses – LICENSEE will use best efforts, subject to paragraph 2C of this
Agreement, to collect and distribute all purses earned, after deduction for stakes, IHHA fees and recapture, to
overnight purses in amounts determined by management to minimize any significant underpayment at the conclusion
of 2024. To the extent an underpayment of purses exists at the conclusion of 2024, and LICENSEE does not conduct
a harness meeting in 2025, then LICENSEE shall pay such underpayment to the successor’s harness horsemanship’s
purse account for 2025. If no successor receives harness race dates for 2025, LICENSEE and the IHHA
shall jointly determine the best and fairest method for using such underpayment to the benefit of horsemanship. To the
extent an underpayment exists and LICENSEE is awarded dates for 2025, then such underpayment will be carried
forward and credited to the harness purse account of LICENSEE for 2025. To the extent an overpayment of purses
exists at the conclusion of 2024, and LICENSEE does not conduct a harness meeting in 2025, then repayment of
such overpayment will be made from the successor’s harness horsemanship’s purse account for 2025. To the extent an
overpayment exists at the conclusion of 2024 and LICENSEE is awarded dates for 2025, then such overpayment will
be carried forward and charged to the harness purse account of LICENSEE for 2025.

4. LICENSEE must provide safe transportation that is street legal and comparable to other racetracks in the country,
for the horse’s safety and comfort, from the areas of the paddock to the areas of the front stretch for all horsemanship, their
grooms, and their equipment as necessary. LICENSEE shall adhere to IRB rule concerning backstretch lighting.

Section 1305.290 Track Lights

b) The stable area must be properly lighted, so that it will be entirely void of darkness in all sections; lights will be
turned on at dusk and they shall remain on until one hour after the last race.

5. LICENSEE must send, for each and every week of 2024, to the IHHA office, a purse account report in a form and
format to be agreed on. At the conclusion of the year, LICENSEE will furnish the IHHA an annual statement of
summarizes of all totals of the aforesaid. LICENSEE, within SIX (6) months of the conclusion of the year, will furnish to
the IHHA office a letter verifying the final balance in the HORSEMAN’S daily purse account.

6. From LICENSEE’S retained share of the pari-mutual handle, LICENSEE shall be liable for the sum of ONE
HUNDRED FIFTY ($150.00) DOLLARS for each race card conducted for the payment of sulky damage claims. No
payment will be made unless the owner of the sulky is a member of the IHHA at the time of loss. The IHHA and
LICENSEE shall work together to ensure that no abuse occurs under this paragraph and agree that all sulky damage
claims must be approved by a two-person committee, which shall be named by LICENSEE and the IHHA. Claims shall
be paid based on the rules and guidelines adopted and incorporated into this Agreement and more fully set forth in
Exhibit B attached hereto. Any monies not distributed for damage occurring prior to the end of the period covered
by this agreement must revert back to LICENSEE.

7. LICENSEE’S racing secretary shall have posted at all times condition sheets for a minimum of one week’s racing
with new sheets published weekly no later than twenty-four (24) hours prior to the first deadline for entries on said
sheet. No race may be scheduled which has not been listed on the condition sheet or specified as a condition revision
on an overnight sheet and sent via mass text to those trainers requesting such notification. Such revisions should
occur as seldom as possible and be used primarily to replace races which do not fill. LICENSEE’S race offices shall
be open and adequately staffed to receive entries, driver changes and inquiries regarding the draw and to correct
draw errors, by phone or in person.

8. Qualifiers will be held approximately one week before the start of racing at any track covered by this agreement.
LICENSEE with advice from the IHHA shall then schedule qualifiers for the balance of the race schedule at each track.
If or when qualifiers take place on a race day, they must start at a time early enough so that they are completed before any
potential conflicts with horses warming up for the evening’s races. Qualifying races and schooling races shall take
place on the same scheduled day each week, weather permitting.

9. A representative of the IHHA may be present when the entry box is opened. LICENSEE’S racing secretary must
publicly announce the draw, and then wait at least twenty (20) minutes to proceed with the draw. If a horseman enters
a horse in more than one class, their entry must indicate the first choice for that horse. LICENSEE must publish and
consistently apply rules for the entry of a horse in a race other than the first choice indicated.
10. LICENSEE agrees to pay the premium on an insurance policy covering perils such as fire, lightning, windstorm, cyclone, tornado, explosion, riot, earthquake, or flood, provided that the terms of such policy includes coverage on all horses stabled at Hawthorne Race Course, up to FIFTEEN THOUSAND DOLLARS ($15,000) for any one horse, except that unraced horses aged one year eight months or older are limited to FIVE THOUSAND DOLLARS ($5,000) per horse, and TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) per occurrence, that LICENSEE is named in the policy as an insured, and that the insurance underwriter is legally qualified to issue policies of insurance that cover risks located in Illinois. As a condition to LICENSEE’S liability for premiums, the IHHA agrees that it will deliver, to LICENSEE, a duly executed copy of the policy, together with evidence from the Illinois Department of Insurance that the said underwriter is legally qualified and registered to insure risks located in Illinois. In lieu of paying premiums on a policy issued by an underwriter selected by the IHHA, LICENSEE may provide similar coverage on all horses stabled at Hawthorne Race Course under a policy issued by an underwriter selected by LICENSEE, provided LICENSEE must furnish the IHHA with evidence of such coverage and of the underwriter’s qualification to issue such policy on risks located in Illinois.

11. LICENSEE must provide free official programs to owners, trainers, and drivers of horses scheduled to race. These free official programs must be available in the paddock and race office no later than one (1) hour prior to the first race. LICENSEE shall provide a minimum of 100 programs to the paddock each race night and periodically review to determine if this number is adequate.

12. LICENSEE and the IHHA mutually agree that a blacksmith must be on site one hour before scheduled post.

13. LICENSEE and the IHHA mutually agree that the track must be open six (6) hours per day, seven (7) days per week for training and/or qualifying races during the weeks when LICENSEE is conducting live races and conditions permit, with specific hours to be agreed to by LICENSEE and the IHHA. LICENSEE shall also provide, at no charge to horsemen during live racing, stall facilities with appropriate utilities at Hawthorne Racecourse for horses racing there during those times when LICENSEE is conducting live races at Hawthorne Racecourse.

14. LICENSEE must furnish office space at no charge to the HORSEMEN to be used by the IHHA Field Representatives.

15. HORSEMAN BOOKKEEPING SERVICES: LICENSEE and the IHHA agree to split the cost of bookkeeping services 50/50, inclusive of payroll. Payment for 50% of the cost of the bookkeeping services will not be deducted from the standardbred purse account. LICENSEE will pay all expenses and LICENSEE or “In Compass” will send a bill to the IHHA for its 50% share of expenses on a monthly basis, billing to occur within 30 days of month end.

16. LICENSEE must furnish at the beginning of each meeting various items of paddock equipment as required under the IRB rules. LICENSEE agrees to set up a procedure whereby the paddock judge would check in and out said equipment in order to account for the same.

17. LICENSEE must make available a track kitchen which shall be open until the conclusion of the last race on any night when racing occurs at Hawthorne Racecourse.

18. RACES PER NIGHT: LICENSEE will conduct a minimum of 10 races per night. Provided, however, that if there are insufficient horses entered to conduct such races this schedule may be amended. For purposes of this paragraph, “insufficient horses entered” shall be defined as fewer than 70 horses entered for a particular race date. On any date in which insufficient horses (69 or less) are entered at the time the entry box is closed, LICENSEE agrees to immediately notify the IHHA of the lack of entries and to extend the time allowed for entries by four hours to allow the IHHA to assist LICENSEE’S race office in reaching out to trainers to attempt to procure a sufficient number of horses. Should a race card not fill following an effort to procure a sufficient number of horses, LICENSEE agrees to add additional races (when applicable) to the remaining cards during that same week where a sufficient number of horses are available.

19. LICENSEE’S condition sheet must be date specific. No races shall be listed that do not correspond with one specific date. For example, a $10,000 claiming race to be run on Saturday or Sunday is not acceptable. Provided, however, that if a race date is cancelled due to insufficient entries, races scheduled for the date cancelled may be carried over to another date that week by amending the condition sheet for the subsequent date. LICENSEE shall fax or e-mail to the IHHA the condition sheet and the overnight sheet as soon as available.

20. STANDARDBRED SHIPPING: No horse shall be permitted to exit the track unless a sign out sheet is signed by
authorized trainer or authorized trainer representative. The sign out sheets at the Hawthorne stable gate will contain in part, "Shipping a horse with the intent to send to a slaughterhouse facility is strictly forbidden and will result in revocation of racing privileges"

21. LICENSEE agrees to pay the legally mandated twelve- and one-half percent breeder’s awards. In consideration of the 2024 racing schedule, Payment for Jan-Feb is due by March 31, 2024. Payment for Spr/Duq racing thru Aug is due by Sept 30, 2024. Payment for remainder of racing in 2024 (Sept-Dec) is due by Jan 31, 2025.

22. LICENSEE shall provide, without cost to the IHHA or to the HORSEMEN, policies of insurance, providing coverage for licensed USTA member trainers and/or drivers licensed by the IRB who are actively participating as drivers and/or trainers at Hawthorne Racecourse, in an amount not less than ONE HUNDRED THOUSAND ($100,000.00) DOLLARS for accidental death or dismemberment, TWO HUNDRED FIFTY THOUSAND ($250,000.00) DOLLAR medical accident coverage for racing participants, and FIVE HUNDRED ($500) DOLLARS per week for a period of up to 104 weeks disability insurance, covering life, injury or accident to participants during activities related to jogging, training, and the warm-up for and conduct of any race. LICENSEE shall pay any and all deductibles and/or co-payments under said insurance policies. LICENSEE shall provide the IHHA with copies of all insurance policies purchased and notices with respect thereto and the IHHA shall receive evidence of all premium payments.

23. It is agreed that FOUR THOUSAND ($4,000.00) DOLLARS has been established as the minimum claiming price of the horses at LICENSEE’S track unless otherwise agreed to by LICENSEE and the IHHA.

24. It is agreed that, from the date of execution of this Agreement until five years after the expiration of this Agreement, there may be, at the option of the IHHA, an audit, at the expense of the requesting party, by a mutually agreed accountant, of the HORSEMEN’S purse account to determine any underpayment or overpayment during the period covered by this Agreement, as the case may be. Upon completion of said audit, the parties hereto agree to fulfill their obligations as the case may be, with payment to be affected on an agreed pro-rated basis, without interest.

25. No horseman may be denied stall space or racing privileges because of membership in or activity on behalf of the IHHA or for lawful activity related to the negotiations for this Agreement.

26. LICENSEE agrees to pay for, or otherwise provide to the IHHA, a one-half page advertisement in each printed race program, provided space is available. Content of such advertisements will be provided by the Public Relations Committee of the IHHA subject to approval by LICENSEE.

27. Licensee and the IHHA agree that safety of horsemen and horses is paramount to having a successful meet. IRB Rule reads... Section 1314.30 Postponement of Races:

No racing shall be conducted by any race track operator over any track which is dangerous to drivers or horses competing thereon. If at any time inclement weather or other conditions appear to make the track unsafe, representatives of management and the horsemen shall meet to determine whether or not racing shall be conducted. If a difference of opinion exists, the decision of the state steward shall be final.

A. Licensee will provide a quality working conditioner and use it accordingly and all other equipment needed to conduct a safe and consistent racetrack and training surface on a daily basis.

B. If the races are cancelled at any point in time for any reason, such as, but not limited to, weather, power outages, pandemic etc. a mutually agreed (between IHHA and Licensee) upon stipend will be paid out to the owners of horses that are scheduled "in-to-go."

28. LICENSEE shall, upon written request of the IHHA, provide a copy of any single day’s wagering data from the totalizator companies involved.

29. Any horseman and / or the IHHA may file a grievance or complaint alleging a violation, misrepresentation and / or misapplication of this Agreement. LICENSEE and the IHHA agree to resolve any and all disputes pertaining to, and only to, violations of this Agreement between LICENSEE and individual horsemen, the HORSEMEN as a group and/or the IHHA via a joint LICENSEE and IHHA review panel. This LICENSEE and IHHA review panel shall consist of two people identified by LICENSEE and two people identified by the IHHA. LICENSEE and the IHHA further agree that disputes which are not resolved by the review panel shall be jointly submitted and resolved by binding arbitration in Chicago, IL under the rules of the Federal Mediation and Conciliation Service. Cost of arbitration (arbitrator, FMCS and court reporter fees and transcripts) shall be shared equally by LICENSEE and the IHHA. In the event there is an
arbitration hearing each party will be limited to one day of testimony in front of the arbitrator. Each party shall bear their own attorney fees and expenses.

30. LICENSEE shall provide an on-track ambulance during live racing, including qualifiers, which meet all requirements for transportation of injured or ill horsemen to off track hospitals. Said ambulance will be manned at any time horses are on the track for either live racing or qualifiers. Determination of when to use the on-track ambulance for transportation and delay racing and when to call for another ambulance and delay transportation shall be made on a case-by-case basis.

31. Recognizing that being granted a sports betting license in Illinois has come to fruition because of their long-standing commitment to horse racing, from LICENSEE’S retained share of the pari-mutuel handle and or other gambling income, LICENSEE, because of their affiliation with PointsBet, agrees to add a noteworthy dollar amount, which will exceed the previous year’s amount to the horsemen’s purse account for an ICF Stake or ICF Series type of event.

32. LICENSEE shall construct their facility in such a manner as to allow children to attend and view live racing without violating laws against their presence in areas with casino gambling.

33. Licensees agree to race twenty-eight additional days during June, July, August, September and October in Springfield and/ or DuQuoin (days and time tbd). Purse paying races held by Licensee at any venue, with or without pari-mutuel wagering, shall be considered part of the SDI extended parimutuel meet for purposes of future SDI race conditions.

34. Licensees agree that this agreement shall cover not only the traditional races and occurrences at Hawthorne Racecourse as in year’s past but also to any races or occurrences that take place anywhere else where Hawthorne/Suburban Downs is the organizational licensee, such as but not limited to the Springfield or DuQuoin State Fairgrounds.

This Agreement must be binding and inure to the benefit of the successors and assignees of the parties. The above and foregoing constitutes the entire Agreement between the parties hereto. Any modification and amendment thereof must be in writing and signed by the parties and their duly authorized agents or representatives. IN WITNESS WHEREOF, the parties have entered into this Agreement this day of 12-23-2023.

ILLINOIS HARNESS HORSEMEN’S ASSOCIATION

By: [Signature]

SUBURBAN DOWNS, INC.

By: [Signature]

Exhibit A: Stakes.
Exhibit B: Sulky Insurance.