

Camera Coverage

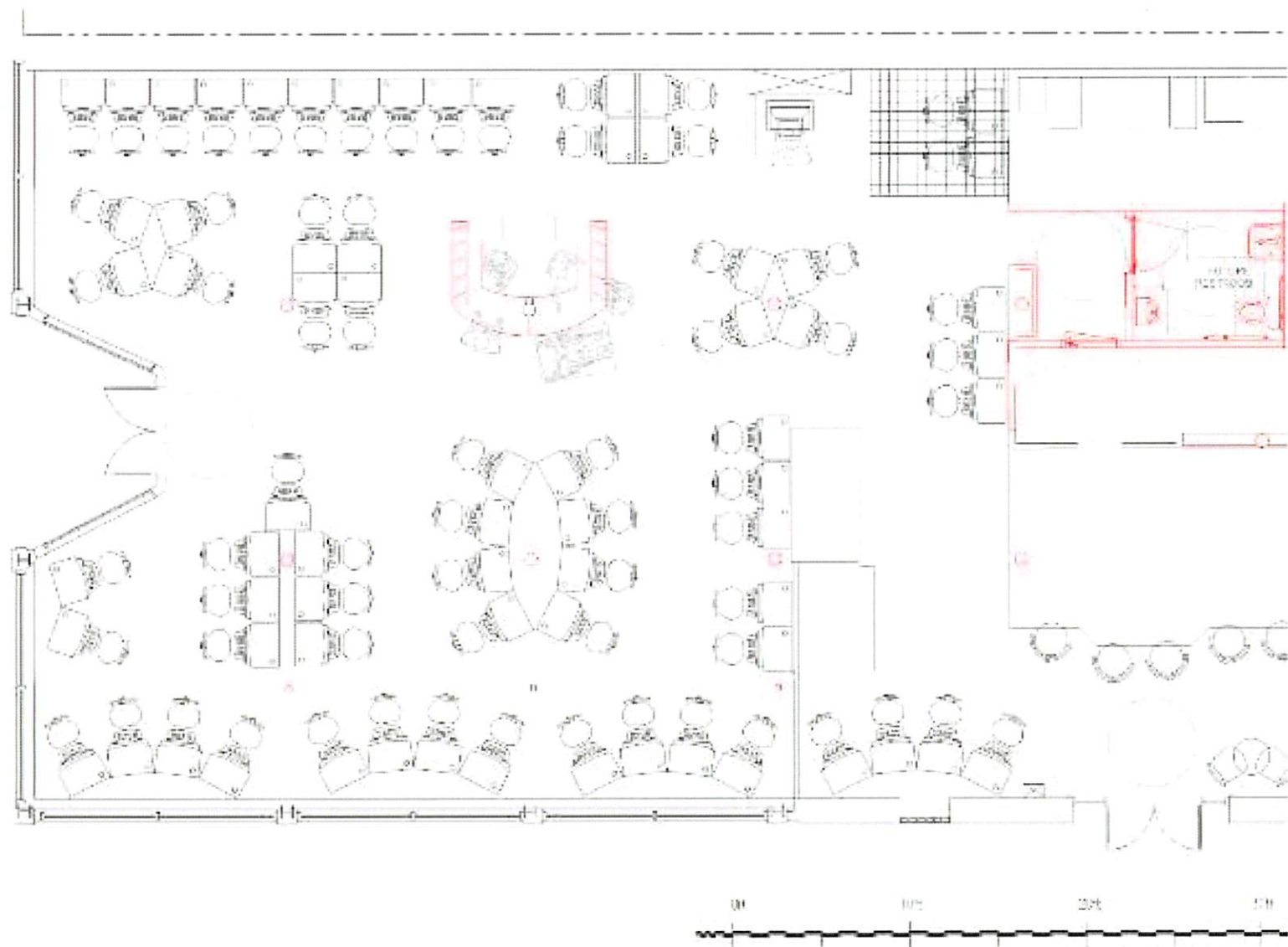
PTZ	=	2
Fixed	=	12
Total	=	14

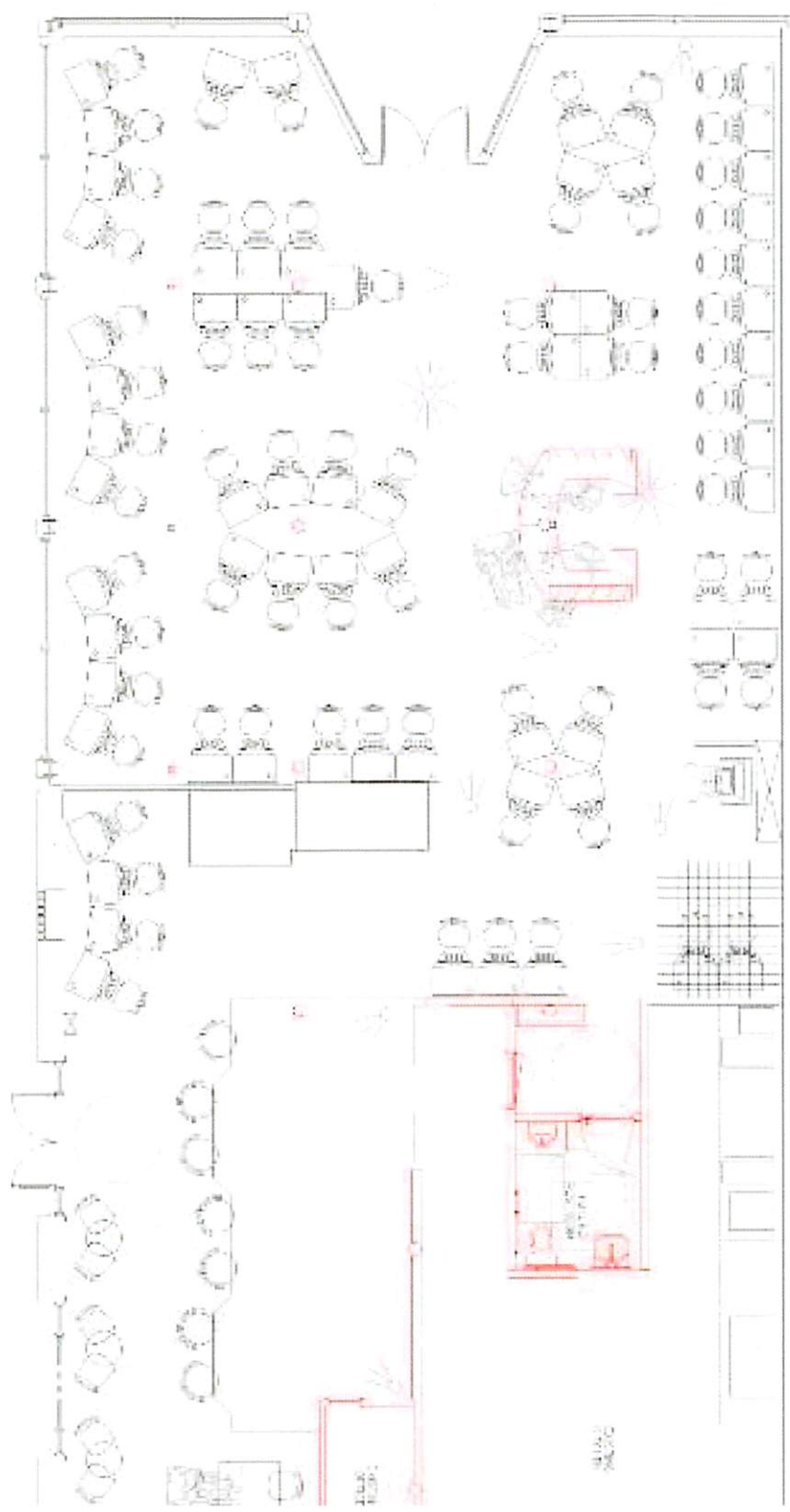
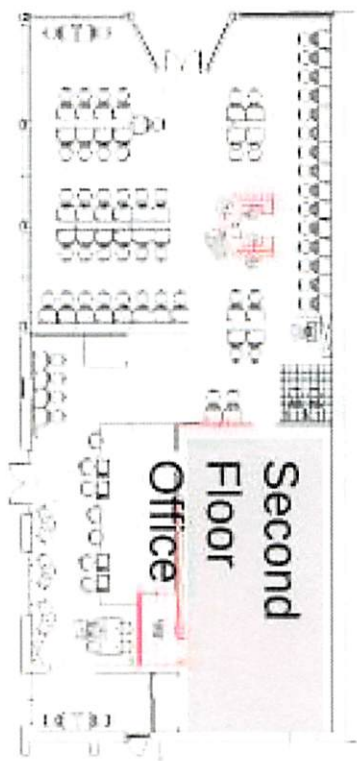
Cheyenne 1601

Revised Floor 2

Location	Units
Bank 1	10
Bank 2	4
Bank 3	4
Bank 4	4
Bank 5	4
Bank 6	3
Bank 7	2
Bank 8	7
Bank 9	4
Bank 10	4
Bank 11	4
Bank 12	5
Bank 13	8
Bank 14	4
Bank 15	4

71





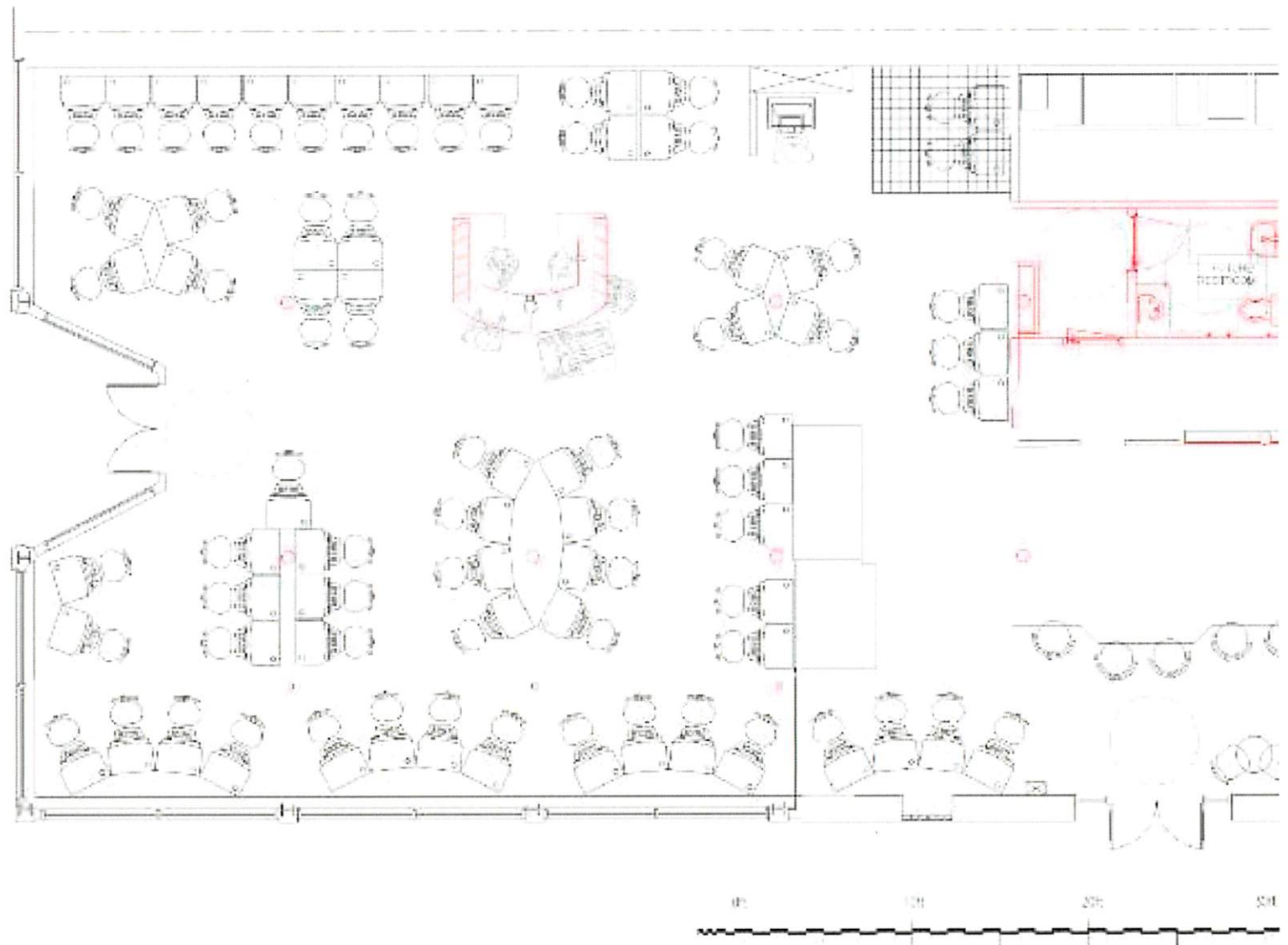
6 A: Layout and number of terminals

Cheyenne 1601

Revised Floor 2

Location Units

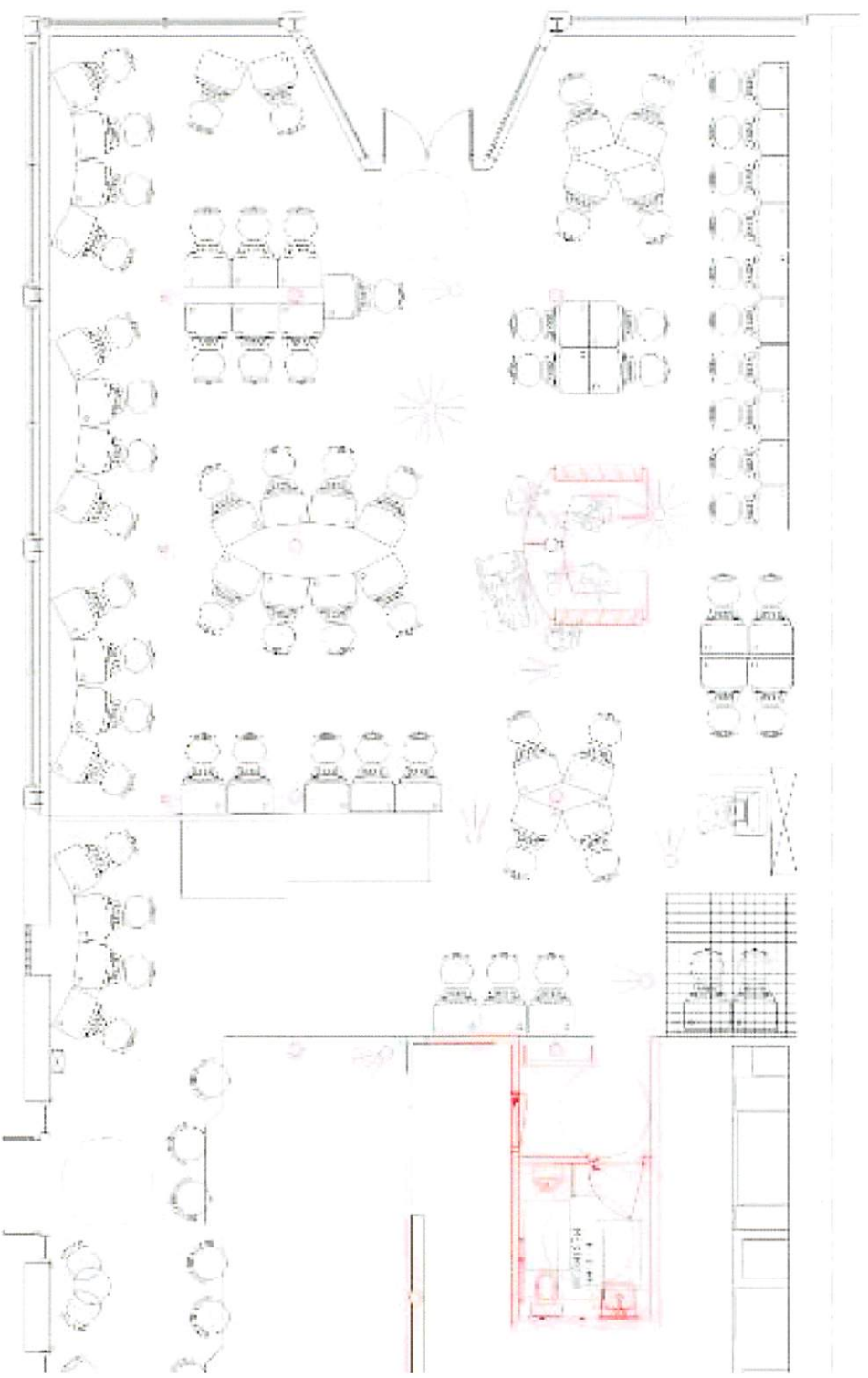
Bank 1	10
Bank 2	4
Bank 3	4
Bank 4	4
Bank 5	4
Bank 6	3
Bank 7	2
Bank 8	7
Bank 9	4
Bank 10	4
Bank 11	4
Bank 12	5
Bank 13	8
Bank 14	4
Bank 15	4
	71



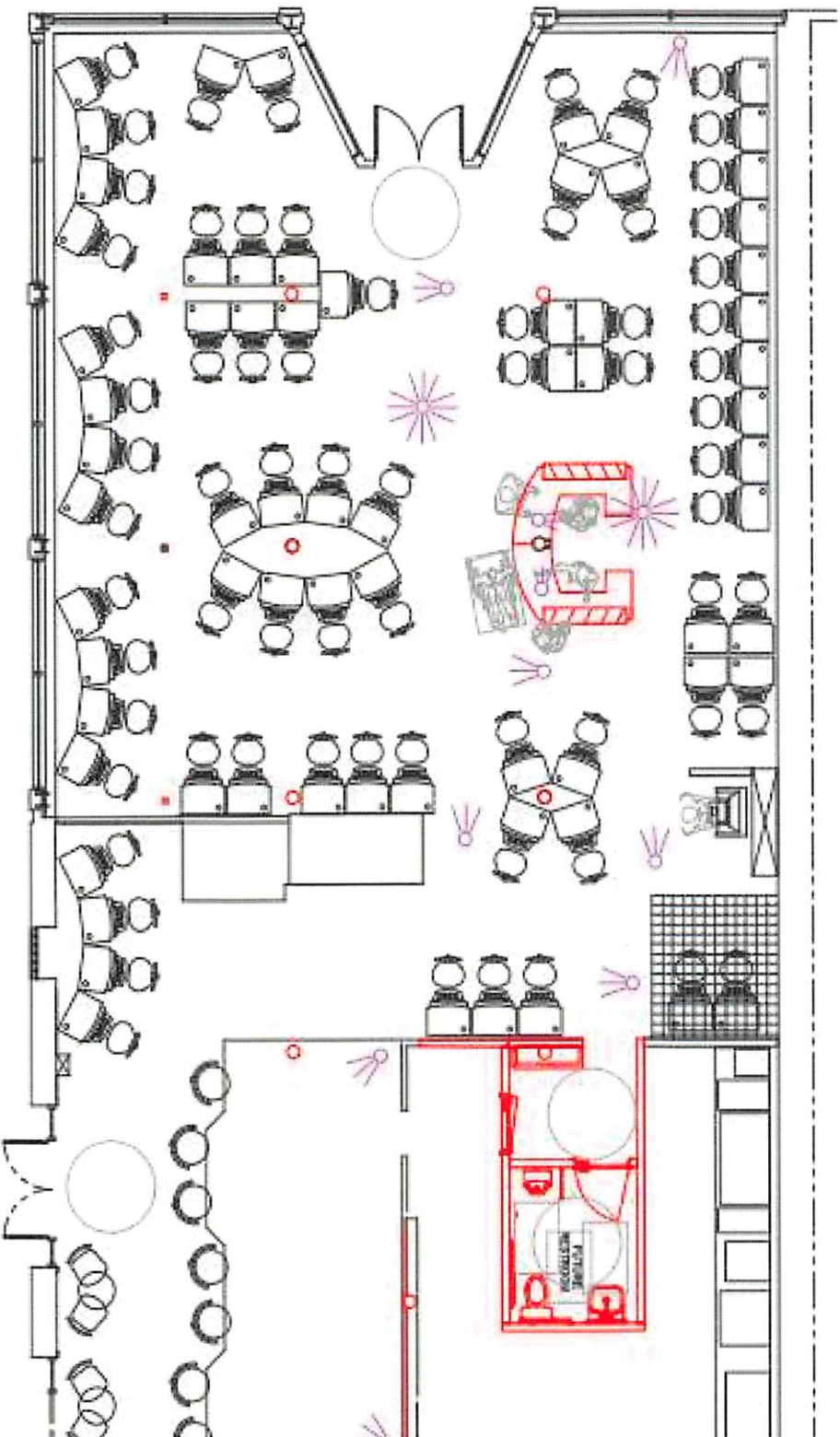
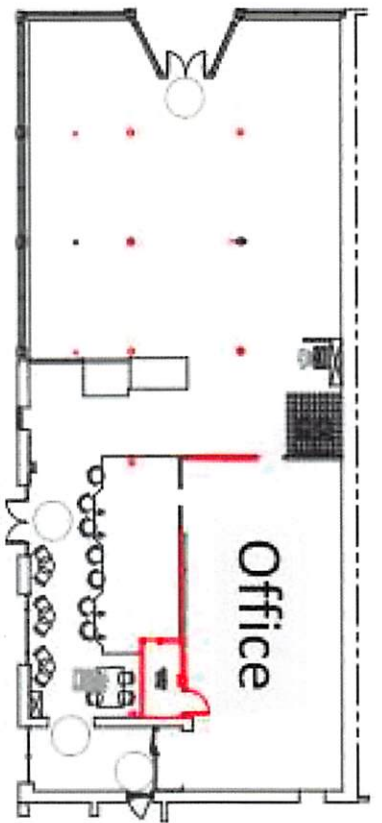
Camera Coverage

PTZ		
Fixed	=	12
Total	=	14

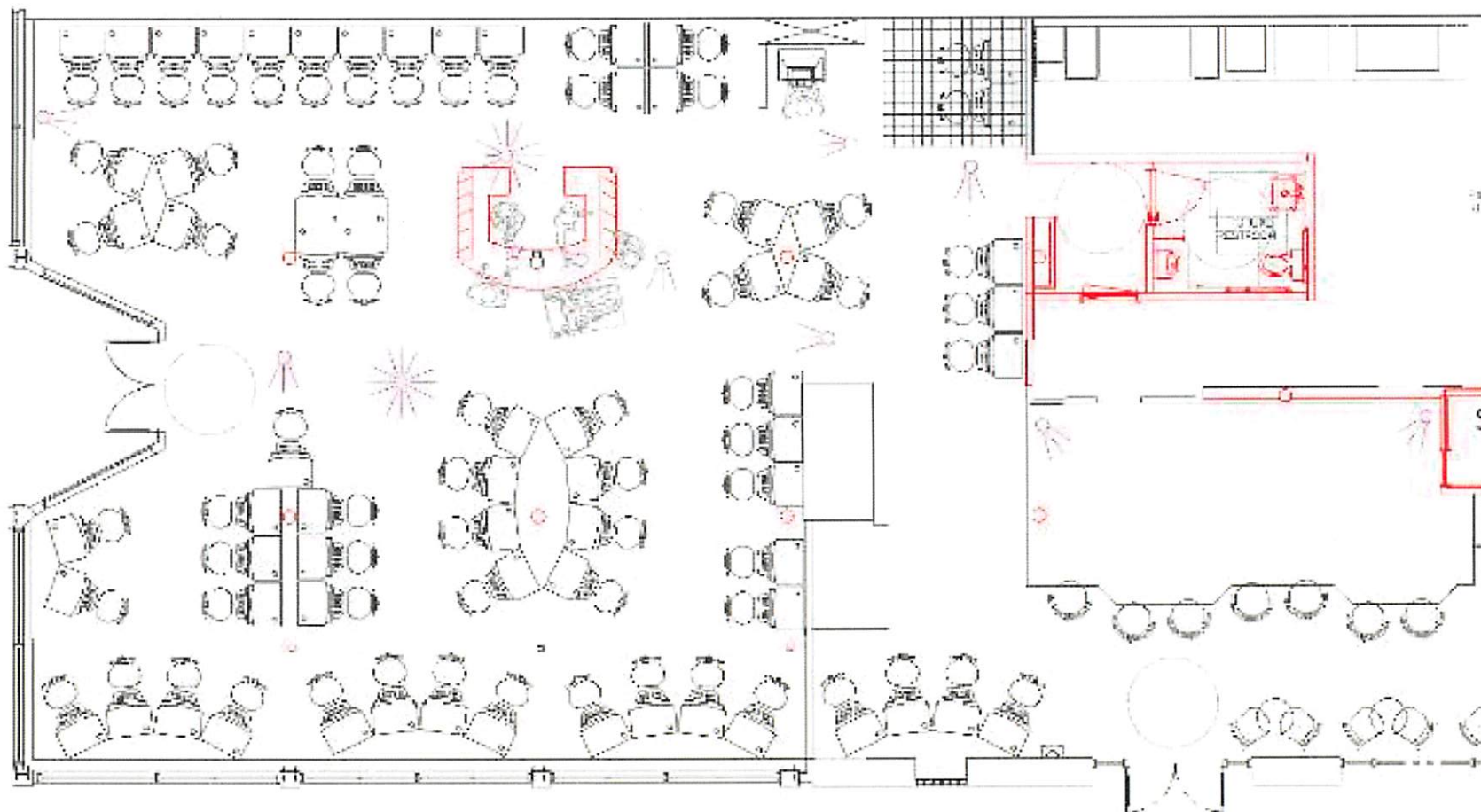
6 B: Surveillance



6 C: Office Area on second floor



6 D: Simulcast equipment / Servers located in secure area in the basement



Wyoming Horse Racing LLC

March 30, 2022

Mr. Charles Moore
Executive Director Wyoming Gaming Commission
Energy II Building
951 Werner Court, Suite 335
Casper, WY 82601

Dear Director Moore:

This letter is a follow up to our request to the WY Gaming Commission for approval of a new OTB location at the property owned by Prime Realty LLC, 1601 Central Ave, Cheyenne, WY 82001.

The following is a feasibility assessment of our new location:

Per the Wyoming Gaming Commission January 2022 reports, OTB's in the Cheyenne market average approximately \$594,000 per day in HHR handle. We expect this location to generate \$46,000,000 in handle that would generate yearly tax revenues of \$695,000 split between and benefitting both the City of Cheyenne and Laramie County. The new location will also generate yearly approximately \$185,000 to the Wyoming Bred Fund benefitting the Horsemen and Breeders in our State. Additionally we anticipate approximately \$129,000 in liquor sales and \$27,000 in simulcast wagering.

This location is different from our other Horse Palace locations in that it is located in downtown Cheyenne across from the Depot Museum and the park in close proximity to I80 downtown exits providing us with great visibility and access to out-of-town visitors to the Cheyenne area thus enhancing the local synergy between tourism and OTB wagering.

We will be located in an existing building located on Lincoln Way, the primary thoroughfare in Cheyenne. The location previously housed a popular bar and restaurant which will be converted into a gaming floor and OTB area for our simulcast and HHR customers.

WHR LLC prides itself in its integrity and credibility regarding its presentations to the Commission, its dealing with the Horsemen and its adherence to and its conduct within the regulatory framework of our industry. We have full faith and confidence, borne out our long history of operating in this State, that this new location will be a benefit and financial boon to Wyoming and the Horse Racing Industry herein.

Thank you for your time and consideration in this matter.

Paul G. Ryder
General Manager
Wyoming Horse racing LLC

Wyoming Horse Racing LLC

March 30, 2021

Mr. Charles Moore - Executive Director
Wyoming Gaming Commission
Energy II Building — Suite 335
951 Werner Court
Casper, WY 82601

Dear Director Moore:

Wyoming Horse Racing LLC would like to request from the WY Gaming Commission approval for a new OTB location at the property owned by Prime Realty LLC 1601 Central Ave., Cheyenne, Wyoming 82001. To that end could you kindly place this request on the Agenda of the next available meeting of the WY Gaming Commission.

The following will be attached in a separate email to the Commission:

Floor Plan of the terminal layout and simulcast area showing proposed camera locations.

- Copy of the document showing approval of the Cheyenne Planning and Development Department to permit Wyoming Horse Racing LLC to use the above noted premises to conduct parimutuel wagering on simulcast and historic horse racing.

A fully executed Lease Agreement between and WHR LLC and Prime Realty LLC.

A Site Specific Operating Plan for this new site location.

Thank you for your time and consideration in this matter. Please call me if you have any questions.

Paul G. Ryder
General Manager
Wyoming Horse Racing LLC

**Wyoming Horse Racing - 1601 Central Ave.
Consolidated Statement of Operations
Budget (\$000s)**

	<u>Year 1</u>
Income	
Commission From HHR	4,303.1
Liquor Sales	128.6
Commissions from OTB's	26.6
Other Revenue	23.0
Total Income	<u>4,481.4</u>
Cost of Sales	346.5
Gross Profit	<u>4,134.9</u>
Expense	
Player Tracking System	31.2
IRM - Systems Fees	583.1
Advertising and Promotion	325.0
Insurance Expense	45.3
Total Payrol and Related	334.2
Wyoming - State IR Tax	231.8
IR Tax City/ County	463.6
IRM- Breeders Fund	185.4
Rent Expense	127.9
Expenses - Other	268.7
Total Expense	<u>2,596.2</u>
Net Income	<u><u>1,538.6</u></u>



Planning & Development Department
2101 O'Neil Avenue, Suite 202, Cheyenne WY 82001
(Phone) 307-637-6282 (Fax) 307-637-6366

A COMMUNITY OF CHOICE

March 15, 2022

Wyoming Horse Racing
PO Box 1247
Cheyenne, WY 82003

Zoning Verification for the south 44' Lot 5, south 44' of W1/2 Lot 6, Block 388, Original City,
Cheyenne, Wyoming (1601 Central Avenue) – Wyoming Horse Racing

Dear Wyoming Horse Racing,

The zoning on the above-described property is CBD -Central Business District. "Entertainment, Amusement, Recreation Services – Other" which includes off track betting centers is a permitted use.

Please call if you have questions. Thank you.

Sincerely,

Erin Fagan
Planner
307-637-6305

Cc: File (UDC-22-00086)

LEASE AGREEMENT
1601 Central Ave.
Cheyenne, WY 82001

This Lease Agreement (this "Lease") is made and entered into as of March 1, 2022 (the "Commencement Date"), by and between Prime Realty LLC, a Wyoming limited liability company ("Landlord"), and Wyoming Horse Racing LLC, a Wyoming limited liability company ("Tenant").

1. Premises. Landlord leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions in this Lease, that certain property, together with all improvements and fixtures located thereon, located at 1601 Central Ave, Cheyenne, Wyoming 82001. Such property, together with all improvements and fixtures now or hereafter located upon it, including the existing building consisting of approximately 4260 square feet on the first floor and 3264 square feet on the mezzanine, the total of 7524 square feet, shall be referred to as the "Premises."

2. Term.

(a) This Lease shall commence on the Commencement Date, and unless extended by mutual written agreement of Landlord and Tenant as provided in Subsection (d) below, shall expire at 11:59 p.m. on February 28, 2029. The period from the Commencement Date until the expiration of this Lease shall be referred to as the "Term."

(b) Notwithstanding the foregoing, if Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability to Tenant, nor shall such non-delivery affect the validity of this Lease or the obligations of Tenant or extend the Term hereof, except that Tenant shall not be obliged to pay rent until possession of the Premises is delivered to Tenant; provided, that if Landlord has not delivered possession of the Premises to Tenant by March 1, 2022, Tenant shall have the right at any time thereafter and until such time as Landlord actually delivers possession of the Premises to Tenant to terminate this Lease upon written notice to Landlord, in which event neither Landlord nor Tenant shall have any further rights, duties or obligations hereunder.

(c) Holding over after the expiration of the Term of this Lease, or any extension thereof, with the consent of Landlord, shall be deemed to create a tenancy from month-to-month on the same terms and conditions as set forth in this Lease until such tenancy is terminated upon not less than 30 days advance written notice from one party to the other.

(d) Tenant may elect to extend this Lease beyond the initial Term, for up to one additional term of three (3) years each, provided that: (i) Tenant is not in default hereunder, (ii) Tenant has notified Landlord in writing, not later than 120 days prior to the expiration of the then-current Term, of Tenant's election to extend this Lease; and (iii) the parties, after negotiating in good faith, have agreed upon mutually acceptable terms for extension of the Lease, which shall be reduced to writing and incorporated into this Lease as an amendment. The Base Rent amount for the extension will be equal to the then-prevailing market base rental rate then payable by tenants having a credit standing substantially similar to that of Tenant, for leases of premises of equivalent quality, size, utility and location as the Premises, located within the immediate market area of the Premises and leased for a term approximately equal to the subject extended term, and taking into

consideration Landlord's costs (or savings to Landlord by not having to provide) for tenant improvements, commissions, architectural fees and other cash and non-cash tenant inducements which may or may not be granted in connection with any such extension and renewal of the term of the Lease. If no mutually acceptable extension has been negotiated and executed within 30 days prior to expiration of the Term, or such later time as Landlord may allow, this Lease shall expire at the end of the then current Term.

(e) Tenant agrees on the last day of the Term, any extension thereof, or upon any earlier termination of this Lease, to surrender the Premises to Landlord, together with all improvements and fixtures installed thereon, in the same condition as when received, reasonable wear and tear or damage by fire, act of God or by the elements excepted, and to remove all of Tenant's signs, trade fixtures and other personal property from the Premises.

(f) This Lease is contingent upon the approval of the City of Cheyenne that the Tenant may occupy the Premises for Tenant's intended purpose, and Tenant may terminate the Lease upon written notice if such approval is not obtained.

(g) The Landlord will facilitate the transfer of the liquor license associated with the Premises to the Tenant or operate the liquor license on behalf of the Tenant. All parties understand that the liquor license transfer and approval is dependent upon the City of Cheyenne's approval, and the timing of this may not align with the Lease Term. Furthermore, all parties also understand and agree that this Lease is not contingent upon the liquor license transfer or use.

(h) Tenant may terminate this Lease at any time with a 6 month advance notice to Landlord and a penalty payment of 12 months Base Rent, CAM, and liquor license rental fee, if applicable. The 12 month penalty payment period begins at the end of the 6 month advanced notice period.

(i) If at any time this Lease is terminated for any reason, and the liquor license was transferred to the Tenant, the associated liquor license reverts to Prime Realty LLC as owner to the extent permitted by law.

(j) During the Term of this Lease, if the liquor license was transferred to the Tenant, it is the responsibility of the Tenant to maintain the associated liquor license in good standing with the City of Cheyenne. In the event the Tenant is not making a reasonable effort to maintain the liquor license and the liquor license becomes jeopardized as evidenced by a warning, either verbally or in writing, by the City of Cheyenne, the associated liquor license will revert to the ownership of Prime Realty LLC to the extent permitted by law.

3. **Base Rent.** During the first 12 months of the Term, Tenant shall pay to Landlord an initial base rent ("**Base Rent**") of \$19 per square foot for the first floor (4260 square feet) and \$0 for the mezzanine (3264 square feet), for a total of \$6,745 per month, which shall be due and payable in advance on the Commencement Date and continuing the first business day of each month thereafter during the Term of this Lease.

Base Rent shall be increased on the anniversary date of the Commencement Date and on each anniversary date for the remainder of the Term as listed below.

2nd year: \$9,667.35 per month: \$19.57/square foot for the first floor and \$10/square foot for the mezzanine.

3rd year: \$12,640.25 per month: \$20.16/square foot for the first floor and mezzanine.

Year 4-7: product of \$12,640.25/month times a fraction, the denominator of which shall be the Index (as hereinafter defined) for the nearest month for the first month of year 3 of the Lease Term and, and the numerator of which shall be the Index for the nearest month prior to the start of the applicable lease year but in no event shall such Base Rent increase more than 3% above the immediately preceding year, nor below the Base Rent of the previous year.

For purposes of the definition of Base Rent, the term "Index" shall mean the Consumer Price Index – U.S. City Average for All Urban Consumers – 1982-1984=100. The Index is presently published by the Bureau of Labor Statistics of the United States Department of Labor. In the event publication of the Index ceases, the computation of the Base Rent shall be computed upon the basis of whatever index published by the United States Department of Labor at that time is most nearly comparable as a measure of general changes in price levels.

Additional Rent, Common Area Maintenance "CAM", and Liquor License. Tenant understands and agrees that this Lease Agreement is a triple net lease (a "net, net, net lease" or "NNN lease"), whereby Tenant has the obligation to pay all (i) utility charges as set out in Section 7, "Utilities"; (ii) insurance asset out in Section 16, "Tenant's Insurance"; (iii) taxes as set out in Section 17 herein, and Common Area Maintenance, which, collectively are "Additional Rent."

"Common Area" are the parts of the Landlord's property containing the Premises for the common use of all tenants, including among other facilities, parking area, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways, restrooms, and other areas and improvements provided by Landlord for the common use of all tenants. "Common Area Maintenance" or "CAM" charges, expenses or costs shall refer to those common costs of operation and maintenance of the Common Area. Tenant's pro-rata share of CAM charges shall be payable monthly in advance as a part of Additional Rent. Landlord shall keep or cause to be kept the Common Area in a neat, clean, and orderly condition, properly lighted and landscaped, and shall repair any damage to the facilities thereof. It is understood and agreed that the terms "Common Area Maintenance charge" and "expenses in connection with the Common Area" as used herein shall be construed to include, but not be limited to, all sums expended in connection with the Common Area for general maintenance and repairs; cleaning, sweeping and janitorial services; maintenance and repair of sidewalks, curbs and signs; planting and landscaping; lighting and other utilities; directional signs and other markers and bumpers; painting or renovation of the exterior portion of all or any part of the improvements; maintenance and repair of any fire protection systems, lighting systems, storm drainage systems and any other utility systems; all cost or expense incurred by reason of any repairs or modifications to the building containing the Premises (the "Building") and/or its improvements and/or repair or installation of equipment for energy or safety purposes; all costs and expenses pertaining to a security alarm system for tenants and/or Building Site; reserves for future maintenance and repair work in the Common Area which Tenant hereby authorizes Landlord to use as Landlord deems necessary; and personal property taxes on the improvements located on the Common Area. Tenant shall be responsible for Tenant's pro-rata

share of the "expenses in connection with the Common Area" as defined above. These expenses and reserves shall be estimated on a Lease Term basis by Landlord and shall be adjusted upwards or downwards depending on the actual costs for the previous Lease Term. The estimated expenses in connection with the Common Area (Common Area Maintenance charge) is agreed to be \$2.25 per square foot for the first Lease Term. Tenant shall pay monthly in advance, commencing with the first month of the Lease Term, as Additional Rent due under the terms hereof, a sum equal to Tenant's pro-rata share of the estimated costs for said twelve-month period, divided by twelve (12). The CAM fee per at \$2.25 per square foot is \$1410.75 per month.

Common Area Maintenance charge and expenses in connection with the Common Area shall not include real estate commissions; Landlord's general overhead; expenses incurred by Landlord to lease the property; Landlord's attorneys' and accountants' fees; rental collection expenses; Landlord's construction and repair costs incurred inside the leased premises of other tenants at the property; any depreciation or amortization of the property except as expressly permitted herein; costs incurred due to a violation of any law, statute, ordinance or any governmental rule, regulation or order (collectively, "Law") by Landlord, the property, or the Premises, or due to changes to Law relating to the property; Landlord's costs of any services sold to tenants for which Landlord is entitled to be reimbursed by such tenants as an additional charge; interest on debt or amortization payments on any mortgages or deeds of trust or any other debt for borrowed money; all items and services for which Tenant or other tenants reimburse Landlord; repairs or other work occasioned by fire, windstorm or other work paid for through insurance or condemnation proceeds (excluding any deductible); repairs resulting from any defect in the original design or construction of the property; capital costs except as specifically provided herein; rental under any ground or underlying lease, or any costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the property; and any insurance deductible or any self-insurance amounts.

Landlord shall maintain and make available to Tenant records in reasonable detail setting forth the actual CommonArea Maintenance charge, expenses in connection with the Common Area, and all other charges incurred by Landlord to be paid by Tenant, and shall permit Tenant, or its accountants, to examine and audit such records during Landlord's regular business hours. If, as a result of such inspection, Tenant objects to any part of Landlord's computation of such amounts, and a mutually selected accountant ("Accountant") confirms Tenant's objections, then Landlord shall refund to Tenant or apply any excess payment against the next accruing monthly installments of Additional Rent. Tenant shall be solely responsible for the costs and expenses of such inspection and Accountant unless the aggregate discrepancy between the Landlord's total computation and the Accountant's total computation is equal to or greater than ten percent (10%) of Landlord's total computation. Landlord shall also reimburse Tenant for the actual and reasonable out-of-pocket costs of Tenant's audit of Landlord's books and records within thirty (30) days after written demand therefor.

The liquor license will be leased from the Landlord at a fixed rate of \$2500 a month for the term of the lease, beginning on the first day of this lease. If the liquor license is not successfully transferred then the Tenant will no longer be responsible for liquor license lease payments.

4. Late Charges; Interest on Past Due Amounts. If any installment of Base Rent or Additional Rent is not paid within 5 business days after written notice from Landlord, then Tenant shall pay to Landlord a late charge equal to 5% of the past due amount with the next installment of Base Rent and Additional Rent. Tenant acknowledges and agrees that any unpaid late charges

and any other past due amount shall accrue interest at the rate of 12% per annum until paid in full.

Security Deposit. Landlord hereby acknowledges having received from or on account of Tenant the sum of \$6,745 (1 month's Base Rent) which shall be held by Landlord as security for Tenant's faithful and timely performance of its obligations hereunder. In the event of any default by Tenant, Landlord may, but shall not be required to, apply all or any part of the deposit for the payment of rent or to compensate Landlord for other damages incurred as a result of Tenant's default. If any portion of the deposit is so applied, Tenant shall, within ten (10) days after Landlord's demand, deposit with Landlord an amount sufficient to restore the deposit to its original amount. Upon expiration or termination of this Lease, the deposit, less any outstanding expenses or adjustments for damages caused by Tenant, shall be returned to Tenant within thirty (30) days after expiration of the Term of this Lease or earlier termination. In the event of any assignment of this lease by Landlord, Landlord shall assign the deposit to Landlord's successor in interest.

5. **Utilities and Fees.** Tenant shall pay for all gas, electric, heat, light, power, telephone, data, internet service and, without limitation, all other services supplied to the Premises, together with any taxes thereon.

Landlord shall be responsible for all water and sewer connections associated with Tenant's use of the Premises. Landlord shall pay for all water and sewer service to the Premises, along with all trash collection, then invoice the Tenant quarterly for their portion.

Landlord shall provide for separately metered utilities for the Premises for Tenant at Landlord's sole cost and expense.

6. **Use and Occupancy.** Tenant shall use the Premises solely for the purposes required of an entertainment facility and bar and all related and incidental uses, and no other use shall be permitted without first obtaining the Landlord's written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall comply with and conform to all federal, state and local laws and regulations, and any other requirement or order of any federal, state or local board or authority having jurisdiction over the use or occupancy of the Premises during the Term of this Lease. Notwithstanding the foregoing, Landlord shall be solely responsible at its cost for the Premises, Common Area, and Building complying with all applicable federal, state or local laws and regulation, including, without limitation, the Americans with Disabilities Act.

No use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the building located on the Premises, or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall Tenant sell, or permit to be kept, used or sold, in or about the Premises, any article which may be prohibited by the standard form of fire insurance policies. If Tenant desires to conduct a business which increases the present rate of insurance upon the building over that if Tenant were not conducting such business, Tenant may do so only with the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, and upon reimbursement to Landlord of the amount by which the rate of insurance has been increased.

7. **Signs.** Tenant shall not erect or install any exterior signs or window or door signs, advertising media, or window or door lettering or placards, without Landlord's prior written

consent, which consent shall not be unreasonably withheld, conditioned or delayed.

8. Tenant's Trade Fixtures and Personal Property.

On or before the expiration or earlier termination of this Lease, Tenant shall remove all trade fixtures and other personal property of Tenant installed or kept on the Premises. All trade fixtures and other personal property which has not been timely removed by Tenant shall become and remain the property of Landlord. The removal of trade fixtures and other personal property shall at Tenant's sole expense and shall be effected without injury or damage to the Premises. Tenant shall immediately repair, at Tenant's expense and to Landlord's reasonable satisfaction, any injury or damage to the Premises caused by such removal. Should Tenant abandon the Premises, any trade fixtures or personal property belonging to Tenant and left on the Premises shall, at the option of Landlord, if Tenant fails to remove the same within thirty (30) days after written notice from Landlord, be deemed to be abandoned and shall become and remain property of the Landlord.

(a) Tenant shall timely pay all personal property taxes and other taxes levied against Tenant's trade fixtures or other personal property (including but not limited to equipment, supplies, merchandise, inventory and the like) and upon Tenant's business. Tenant shall cause all such taxes to be assessed and billed separately from Landlord's property. If any such property or tax shall be assessed with Landlord's property, Tenant shall, upon Landlord's demand, pay to Landlord the taxes attributable to Tenant's property.

9. Alterations.

(a) Tenant shall make no installations, additions, or improvements in or to the Premises, or structural alterations or changes either to the interior or exterior of the Building in which the Premises is located, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Detailed plans and specifications showing any proposed installations, additions, improvements, alterations or changes, shall be submitted to Landlord for approval upon the application for such consent.

(b) Any approved installations, additions, or improvements, alterations or changes shall be made at the sole cost and expense of Tenant with the consent of Landlord.

(c) All alterations, additions, or improvements which are made in or to the Premises shall be surrendered with the Premises upon the termination of this Lease, unless prior to such termination, Tenant requests, and Landlord gives Tenant, written permission to remove some or all thereof.

10. Repairs. Subject to the representations and warranties made by Landlord in this Lease, Tenant accepts the Premises as being in good condition and repair.

(a) Landlord represents and warrants that the Premises are, as of the date of execution of this Lease, in reasonably good repair and are reasonably fit for Tenant's intended use, subject to any requirements hereunder for improvements to be made by either Tenant and the Landlord hereunder.

(b) Landlord Repair Responsibility. Landlord shall, at Landlord's sole cost and expense, maintain and repair exterior signage, and all doors, doorways, locks, window casements, glazing, plumbing, pipes, electrical wiring and conduits. Landlord shall repair and maintain the Common Area (to the extent maintenance and repair thereof is not the obligation of a specific owner/occupant/tenant pursuant to a separate agreement) and repair and maintain the structural portions of the Premises, including the exterior walls and roof, unless the need for such maintenance and repairs is caused, in part or in whole, by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs.

(c) Tenant Repair Responsibility. Tenant shall keep the Premises and every part thereof in good condition and repair and be responsible for the maintenance and repair of heating, ventilating and air conditioning systems (collectively, "HVAC systems"). Tenant shall upon the expiration or sooner termination of this Lease, surrender the Premises (including without limitation, the HVAC systems) to Landlord in good condition and broom clean, ordinary wear and tear and damage resulting from acts of God and not reimbursed by insurance excepted. Any damage to the Premises or adjacent premises caused by Tenant's use of the Premises shall be immediately repaired, to Landlord's satisfaction, at the sole cost and expense of Tenant.

11. Liens.

(a) Tenant agrees to pay promptly for all labor done or materials furnished for any work of repair, maintenance, improvement, alteration, or addition done by Tenant in connection with the Premises, and to keep and to hold the Premises free and clear of all liens or encumbrances that could arise by reason of any such work. If any such lien or encumbrance shall be filed against the Premises, Tenant shall either cause the same to be discharged of record within thirty (30) days after the date of filing, or if Tenant, in good faith, determines that such lien should be contested, Tenant shall furnish such security as Landlord may reasonably require to prevent any foreclosure proceedings against the Premises during the pendency of such contest. If Tenant shall fail to discharge such lien within such period or fail to furnish such security, then, in addition to any other right or remedy, Landlord may but shall not be obligated to discharge the same, either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is or may be prescribed by law. Tenant shall repay to Landlord on demand all sums disbursed or deposited by Landlord pursuant to the foregoing provisions hereof, including Landlord's costs, expenses, and reasonable attorney's fees incurred by Landlord in connection therewith. Nothing contained herein shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the property of which the Premises is a part to any liability under any mechanic's lien law or any other encumbrance.

(b) Landlord shall at all times have the right to post and to keep posted on the Premises such notices as provided for under Wyoming Law for the protection of the Premises from mechanic's liens or any other encumbrance.

12. Damage.

(a) In the event the Premises or any improvements thereon are damaged by any fire or other casualty, Landlord shall at Landlord's expense repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect, unless this Lease is

terminated in accordance with Section 14(b) or (d) below.

In the event the Premises are damaged or destroyed by fire or other casualty, and the damage or destruction is, to an extent, greater than thirty-three and one-third percent (33-1/3%) of the then replacement cost of the Premises and improvements (exclusive of Tenant's trade fixtures and equipment and exclusive of foundations), then Landlord may elect not to so restore and to terminate this Lease; provided, however, that Landlord shall give Tenant written notice of any election not to restore within thirty (30) days from the date of damage. In the event Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right (but not the obligation) within thirty (30) days after the receipt of such notice to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense, without reimbursement from Landlord, in which event this Lease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such thirty (30) day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage.

(b) If at any time during the Term hereof the Premises are totally destroyed from any cause, this Lease shall terminate and the parties hereto shall thereafter be released from all obligations thereafter accruing hereunder. As used herein, "total destruction" means any destruction that renders the Premises totally unsuitable for Tenant's permitted use.

(c) If the Premises are partially destroyed or damaged and Landlord or Tenant repairs or restores them pursuant to the provisions of this Section, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's reasonable use of the Premises is impaired. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration not caused by or otherwise resulting from the negligence of Landlord or Landlord's agents.

(d) If Landlord shall be obligated to repair or restore the Premises under the provisions of this Section and shall not commence such repair or restoration within ninety (90) days after such obligations shall accrue or complete such repair or restoration as soon as reasonably possible, Tenant may at Tenant's option either undertake at the expense of Landlord the making of any such repair or restoration or cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so. Any abatement in rent shall be computed as provided in this Section.

13. Landlord's Liability, Landlord's Insurance and Indemnity.

(a) Landlord shall not be liable at any time for any loss, damage, or injury to the property or person of any person at any time occasioned by or arising out of any act or omission of the Tenant, or of anyone holding under Tenant or the occupancy or use of the Premises or any part thereof or the parking lot by or under the Tenant, or directly or indirectly from any state or condition of the Premises or any part during the Term of this Lease unless caused by the gross negligence or intentional conduct of Landlord.

(b) Commencing on the Commencement Date and during the Term of this Lease, Landlord agrees to take out and maintain a policy of fire and extended coverage insurance on the Premises improvements. Such policy shall contain a replacement cost endorsement. Any

policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease is terminated under the other provisions hereof.

Notwithstanding anything to the contrary in this Lease and irrespective of any insurance carried by Tenant, except as provided below, Tenant agrees to indemnify and hold Landlord and the Premises harmless from any and all damages or liabilities of any nature arising during the Term of this Lease or arising out of or in connection with any operation carried on by Tenant on, or the use or occupancy of, the Premises by Tenant. Notwithstanding anything to the contrary in this Lease and irrespective of any insurance carried by Landlord, except as provided above, Landlord agrees to indemnify and hold Tenant harmless from any and all damages or liabilities of any nature arising during the Term of this Lease or arising out of or in connection with any negligence or intentional act by Landlord.

14. Tenant's Insurance. Tenant shall carry and maintain, during the entire Term hereof, at Tenant's sole cost and expense, the following types of insurance, in the amounts specified and in the form provided for in this Section:

(a) Broad form comprehensive public liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) each occurrence, insuring against any and all liability of the Tenant with respect to the Premises or arising out of the maintenance, use, or occupancy thereof, and property damage liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,00.00) each accident.

(b) A policy or policies of fire insurance with standard form extended coverage endorsement, to the extent of at least one hundred percent (100%) of the full insurable value of Tenant's improvements, fixtures, equipment, and merchandise, which may from time to time be located in the Premises, and trade fixtures and equipment of others which are in Tenant's possession and which are located within the Premises. The proceeds from any such policy shall be used for the repair or replacement of said improvements, fixtures, equipment, and merchandise.

All such policies of insurance shall be issued by companies having not less than Best's AAA rating and, except for the policies under (b), shall name Landlord as an "additional insured", and be for the mutual and joint benefit and protection of the parties. All public liability and property damage policies shall contain a provision that Landlord, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss, injury, or damage to Landlord, its servants, agents, and employees by reason of the negligence of Tenant.

(c) Tenant shall deliver to Landlord either a true and correct copy of each policy evidencing the insurance procured by Tenant, or an original certificate of coverage from each insurance company issuing Tenant's insurance, which certificates shall, among other things, designate the company writing the same, the number, amount, and provisions thereof. Upon Landlord's written request, duplicate copies of such certificates of insurance shall be delivered to Landlord's mortgagees.

(d) All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior written notice from the insurance company to Landlord. Tenant agrees that on or before ten (10) days prior to expiration of any insurance policy, Tenant will deliver to Landlord written notification in the form of a receipt or

other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another acceptable insurance company for such coverage.

Landlord and Tenant each hereby releases the other and its agents, employees, partners, members, shareholders, officers and directors from any claims or actions for any damage to the Premises or the personal property, fixtures or equipment located in or on the Premises that are caused by or result from risks insured under any insurance policies maintained or required to be maintained by the releasing party under the terms of this Lease or in force at the time of any such damage. Landlord and Tenant shall each procure an appropriate clause, in, or an endorsement on, any policy of fire or extended coverage insurance covering the Premises or the personal property, fixtures, and equipment located in or on the Premises, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery against the other party, and Landlord and Tenant each does hereby agree that it shall not make any claim against or seek to recover from the other party any loss or damage to its property, resulting from fire or other hazards covered by (or required to be covered by) such fire and extended coverage insurance.

15. Taxes. Landlord shall be responsible for, and promptly pay when due, any and all real property taxes assessed against the Premises, which shall be billed by Landlord to Tenant and promptly reimbursed by Tenant to Landlord as Additional Rent, and Tenant shall be responsible for, and promptly pay when due, all taxes levied and assessed against any personal property installed and/or located about the Premises by Tenant.

16. Eminent Domain and Condemnation. Eminent domain is the right of the people or government to take private property for public use. As used in this Lease, the words "condemned" and "condemnation" are coextensive with such right, and a voluntary conveyance by Landlord to the condemner under threat of a taking under the power of eminent domain in lieu of or after commencement of formal proceedings shall be deemed a taking within the meaning of this Lease. As used in this Lease, the terms "total condemnation" and "total taking" mean the taking of the entire Premises under the power of eminent domain (or a taking of so much of the Premises under such power as to prevent or substantially impair the conduct of Tenant's business thereon). As used in this Lease, the terms "partial condemnation" and "partial taking" mean a condemnation of the Premises other than a total taking as defined in this Lease.

(a) Effect of Total Condemnation/Termination of Leasehold. In the event that there shall be a total taking of the Premises during the Lease Term (or any extension thereof) under the power of eminent domain, this Lease shall terminate as of the date actual physical possession of the Premises is taken by the condemner. All compensation and damages awarded for such total taking regarding the Leased Premises shall belong to and be the property of Landlord; provided, however, that Tenant shall be entitled to receive a reasonable portion of any award made for Tenant's moving and relocation expenses, for the taking of or damage to Tenant's trade fixtures or other personal property, and for any improvements made by Tenant to the Premises which Tenant would have had, but for the condemnation, the right to remove on expiration or sooner termination of this Lease. On termination of this Lease by a total taking of the Premises under the power of eminent domain, all rentals and other charges payable by Tenant to or on behalf of Landlord under the provisions of this Lease shall be paid up to the date on which actual physical possession of the Premises shall be taken by the condemner, and the parties hereto shall thereafter be released from all further liability in relation thereto.

Effect of Partial Condemnation/Termination of Leasehold. In the event that there shall be a partial taking of the Premises during the Term (or any extension thereof), this Lease shall terminate as to the portion of the Premises so taken on the date when actual physical possession of said portion is taken by the condemner, but this Lease shall continue in full force and effect as to the remainder of the Premises; provided, that if any portion of the floor area of the Premises is taken, or if any portion of the Premises is taken which would prevent or unreasonably interfere with Tenant's use of, or access to, the Premises, this Lease shall, at Tenant's option, terminate effective as of the date actual physical possession is taken by the condemner, unless Landlord and Tenant agree otherwise in writing. On such partial condemnation as provided in **this Section**, all compensation and damages awarded for such partial taking shall belong to and be the sole property of Landlord; provided, however, Tenant shall be entitled to receive any award for Tenant's moving and relocation expenses or for the taking of, or damage to, Tenant's trade fixtures or other personal property, and any improvements made by Tenant to the Premises which Tenant would have had, but for the condemnation, the right to remove on expiration or sooner termination of this Lease, and, if this Lease is continued as to the portion of the Premises not condemned, any award made for alterations, modifications, or repairs which may be reasonably required in order to place the remaining portion of the Premises not taken in a suitable condition for the continuance of Tenant's tenancy. On termination of this Lease in whole or in part as herein provided, all rentals and other charges payable by Tenant to or on behalf of Landlord hereunder shall be paid up to the date on which actual physical possession shall be taken by the condemner and, in the event that the Lease is terminated, the parties hereto shall thereafter be released from all further liability in relation thereto. In the event that the Lease is only partially terminated, Tenant shall thereafter be liable only for that portion of rent required for the balance of the Term provided in this Section. In the event Landlord and Tenant are unable to agree as to a fair and reasonable rental during any continuation of the Lease subsequent to a partial condemnation, such issue shall be submitted to and determined by binding arbitration.

17. Assignment and Subletting. Except as provided below with respect to a Permitted Transfer (as defined below), Tenant shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. As a condition to its consent, Landlord may require Tenant to pay all expenses in connection with the assignment, including but not limited to reasonable attorneys' fees and other professional expense, and Landlord may require Tenant's assignee to assume in writing the obligations of Tenant under this Lease. Any consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Lease is assigned, or if the Premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease. Notwithstanding anything contained in this Section 19 to the contrary, Tenant shall have the unrestricted right, without Landlord's consent, to assign this Lease or to sublet the Premises to (a) its parent entity or

to any subsidiary or affiliated entity, (b) any entity into which Tenant may merge or to any entity arising out of a consolidation of Tenant with another entity, or (c) an entity acquiring all or substantially all of the assets of Tenant or all of the ownership interest in Tenant (each, a "Permitted Transfer").

18. Termination by Landlord. The occurrence of any of the following shall constitute a default by Tenant under this Lease and shall entitle Landlord, subject to the notice provisions set forth below, to terminate this Lease:

(a) Any voluntary or involuntary petition to have Tenant adjudicated as bankrupt or for reorganization is filed under any of the laws of the United States, if such petition has not been dismissed within 90 days from the date of such filing.

(b) The assets of Tenant or the business conducted by Tenant on the Premises are assumed by any trustee or other person pursuant to any judicial proceedings.

Tenant becomes insolvent or makes an assignment for the benefit of creditors.

(c) Dissolution of Tenant.

Tenant defaults in the payment of any money agreed to be paid by Tenant to Landlord for rent or any other purpose under this Lease, and if such default continues for ten (10) days after written notice to Tenant by Landlord.

(d) Tenant defaults in the performance of any other of its agreements, conditions, or covenants under this Lease and such default continues for thirty (30) days after written notice to Tenant by Landlord; provided, that if any such default cannot reasonably be cured within such thirty (30) day period, Tenant shall not be in default hereunder so long as Tenant commences the cure of such default within such thirty (30) day period and thereafter completes the same with due diligence.

Subject to the terms of this Section, Tenant expressly agrees that Landlord may at its election terminate this Lease in the event of the occurrence and continuance of any event of default by Tenant that is not cured within any applicable grace or cure period after giving not less than 15 days' written notice to Tenant, and when so terminated, Landlord may reenter and retake the Premises and pursue all other remedies provided in this Lease or by law.

Upon any re-entry of the Premises by Landlord, Landlord may remove all persons and property from the Premises, storing the personal property in a public warehouse or elsewhere at the cost of, for the account of, and at the risk of Tenant. In the event of any such reentry by Landlord, Landlord may make any repairs, additions, or improvements in, to or upon the Premises which may be necessary or convenient; provided, however, that Landlord shall be entitled to recover from Tenant the expense of said repairs or alterations only to the extent necessary to restore the Premises to their condition on the commencement of the Term of this Lease, reasonable wear and tear and damage by fire or other casualty excepted. In such instance, this Lease will be terminated, and Landlord will be entitled otherwise to recover all damages allowable under law or this Lease.

Upon Tenant's default that is not cured within any applicable grace or cure period, Landlord may collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder (reduced by any net amounts thereafter received by Landlord through reletting the Premises), together with all costs incurred by Landlord (including court costs and reasonable attorneys' fees) in connection with collecting or enforcing any provision of this Lease, and may enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be kept or performed, it being specifically agreed that all unpaid installments of rent or other sums due Landlord shall bear interest at the highest legal rate from the due date thereof until paid in full.

Landlord's failure to assert any default or breach of covenant on the part of Tenant shall not be, or be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties during the Term be construed to waive or impair any right of Landlord to insist upon the performance by Tenant of any term, covenant, or condition hereof, or to exercise any rights given Landlord on account of any such default. A waiver of a particular breach, or default, shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of rent hereunder shall not be, or be construed to be, a waiver of any term, covenant, or condition of this Lease.

The rights, powers, elections, and remedies of the Landlord contained in this Lease shall be construed as cumulative and no one of them is or shall be considered exclusive of the other or exclusive of any rights or remedies allowed by law, and the exercise of one or more rights, powers, elections, or remedies shall not impair Landlord's right to exercise any other.

If Tenant shall be in default, Landlord may, but shall not be obligated so to do, perform any such obligation of Tenant and in exercising any such right pay necessary and incidental costs and expenses in connection therewith. All sums so paid by Landlord, together with interest thereon at the rate of twelve percent (12%) per annum, shall be deemed additional rent and shall be payable to Landlord with the next installment of rent.

Landlord shall use commercially reasonable efforts to mitigate its damages.

19. Waiver of Landlord's Lien. Landlord hereby waives any and all constitutional, statutory and common law liens and security interests, and any rights of distraint, with respect to Tenant's property. This Lease does not grant a contractual lien or any other express or implied security interest to Landlord with respect to Tenant's property.

20. Release of Landlord After Sale. In the event of a sale or conveyance by the Landlord of the Premises or any property containing the Premises, Landlord shall be released from any future liability upon any of the covenants or condition, expressed or implied, in favor of Tenant, provided that the successor-in-interest of Landlord expressly assumes all of Landlord's obligations hereunder in writing, and in such event, the Tenant agrees to look solely to the responsibility of the successor-in-interest of Landlord in and to this Lease.

21. Landlord's Right to Inspect. Landlord shall be entitled, at all reasonable times and upon reasonable advance notice, to go on the Premises for the purpose of inspecting the Premises, or for the purpose of inspecting the performance by Tenant of the terms and conditions of this Lease, or for the purpose of posting and keeping posted thereon notices of non-responsibility for any construction, alteration, or repair thereof, as required or permitted by any law or ordinance;

provided, that in no event, however, shall Landlord in any way interfere with or obstruct Tenant's normal business operations in the Premises.

Subordination and Attornment. Provided that Tenant has received a commercially reasonable subordination, non-disturbance and attornment agreement that does not change the terms of this Lease executed by Landlord and Landlord's lender (the "SNDA"), Tenant agrees that this Lease shall be subject and subordinate to any mortgage or trust deed that now is or hereafter may be placed upon the Premises or upon the real property of which the Premises are a part, and to any and all advances to be made thereunder, and to the interest thereon, and to renewals, replacements, and extensions thereof on the condition that, so long as Tenant is not in default hereunder, the holder of such mortgage or deed of trust shall not terminate this Lease or disturb Tenant's possession of the Premises upon any foreclosure of such mortgage or deed of trust or deed given in lieu thereof. Landlord shall obtain for Tenant an SNDA for any existing lender for a mortgage or deed of trust within thirty (30) days following the date of this Lease. Provided that Tenant has received the SNDA, Tenant shall attorn to any purchaser at any foreclosure sale, or to any grantee or transferee of any deed given in lieu of foreclosure. Tenant will, upon written demand of Landlord, execute such instruments as may be required at any time, and from time to time, to subordinate the rights and interests of Tenant under this Lease to the lien of any mortgage or deed of trust at any time placed upon the Premises or upon the real property of which the Premises are a part, so long as the same contains non-disturbance language reasonably acceptable to Tenant. Tenant shall at any time, and from time to time, upon not less than ten (10) days' prior written request by Landlord execute, acknowledge, and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there shall have been modifications, that the Lease is in full force and effect as modified and stating the modification or modifications) and the dates to which the fixed rent and any other charges or payments have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this paragraph may be relied upon by Landlord or any prospective purchaser, mortgagee, assignee of any mortgage, or the trustee or beneficiary of any deed of trust placed upon the Premises or the real property of which the Premises are a part.

22. **Landlord Default.** Landlord shall in no event be charged with default in the performance of any of its obligations under this Lease unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform such obligation or remedy such default, and such default has not been cured after thirty (30) days (or such additional time as is reasonably required to correct any such default) from Landlord's receipt of such notice from Tenant. In the event of a Landlord default, Tenant shall have all rights and remedies available at law and in equity, subject to the express terms and conditions set forth in this Lease. Whenever Landlord is required to make payment to Tenant, interest on such sum shall be computed from the date such sum is due until paid, at an interest rate equal to twelve percent (12%) per annum.

23. **Force Majeure.** If performance of this Lease or of any obligation hereunder (other than in each case the payment of Base Rent or other payments due to Landlord or Tenant hereunder) is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance as soon as such causes are removed. "Force

Majeure” means: fire, earthquake, flood, hurricane, tornado or other acts of God and natural disasters; strikes or labor disputes; public health emergency , war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of the party.

24. General Provisions.

(a) No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

(b) Time is of the essence of this Lease, and of each provision.

(c) The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or national holiday, and then it is also excluded.

(d) Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of Landlord and Tenant.

(e) The Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

(f) If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

(g) Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties shall be deemed to create any relationship between Landlord and Tenant, other than the relationship of Landlord and Tenant.

(h) The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Landlord or Tenant. Captions and headings of the sections and paragraphs of this Lease are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease. All references to the Term of this Lease or the Lease Term shall include any extensions of such Term.

(i) Should either party commence any legal action or proceeding against the other based on this Lease, the prevailing party shall be entitled to recover from the other party, in

addition to any other relief awarded, all costs and reasonable

(j) Attorney's fees as may be incurred. Should Landlord without fault on its part be made a party to any litigation instituted by or against Tenant, Tenant covenants to pay to Landlord all costs and expenses, including reasonable attorney's fees incurred by Landlord in or in connection with such litigation. Should Tenant without fault on its part be made a party to any litigation instituted by or against Landlord, Landlord covenants to pay to Tenant all costs and expenses, including reasonable attorney's fees incurred by Tenant in or in connection with such litigation.

(k) This Lease is not subject to modification except in writing signed by Landlord and Tenant.

(l) All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this paragraph, and shall be deemed to have been given at the time of personal delivery or at the end of the first full day following the date of mailing. All notices, demands, or requests from Tenant to Landlord shall be given to Landlord at the following address:

Prime Realty LLC
P.O. BOX 1142
Cheyenne, Wyoming 82003

All notices, demands, or requests from Landlord to Tenant shall be given to Tenant at the following address:

Wyoming Horse Racing LLC
311 W. 18th St.
Cheyenne, WY 82001

Each party shall have the right, from time to time, to designate a different address by giving the other party written notice.

(m) Each of the parties represents and warrants that there are no claims for broker's commissions or finder's fees in connection with the execution of this Lease, and each of the parties agrees to indemnify the other against all liabilities arising from any such claim.

(n) Tenant shall not record this Lease or any memorandum hereof without the written consent of Landlord.

(o) This Lease has been executed by the parties several counterparts, each of which shall be deemed to be an original copy. This Lease may be executed and delivered by facsimile or electronic transmission, and delivery of an executed copy by facsimile or electronic transmission shall be deemed to constitute delivery of a duly executed original Lease.

(p) Tenant, on paying the Base Rent and performing all of its other obligations under this Lease, shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Premises during the Term without hindrance or ejection by any persons, and Landlord shall protect the

Tenant against the same.


(q) Except as otherwise provided herein, neither Tenant nor Landlord shall unreasonably withhold, condition, or delay any consent or approval with respect to any matter for which either is required or desires to obtain the other's consent or approval under this Lease.

(r) This Lease shall be interpreted under the laws of the State of Wyoming

THE PARTIES HERETO have executed this Lease as of the day and year first above written.


TENANT:

Wyoming Horse Racing LLC,
a Wyoming limited liability company

By: 
Name: Nicholas Hughes
Title: President
Date: 02/02/2022

LANDLORD:

Prime Realty LLC,
a Wyoming limited liability company

By: 
Name: Dan Surdam
Title: Member
Date: 02/03/2022

Page Intentionally Left Blank

LEASE GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Prime Realty, LLC a Wyoming Limited Liability company, "Landlord," to enter into a certain Lease Agreement dated on or about the date hereof, with respect to 1601 Central Ave, in the City Cheyenne, Laramie County, (The "Lease", which is incorporated herein by reference), with WHR LLC, as "Tenant", Wyoming Horse Racing, LLC a Wyoming Limited Liability company , as "Guarantor", absolutely, unconditionally and irrevocably guarantees to Landlord the full and prompt payment of all rent and all other charges to be paid by Tenant under the Lease and the full and timely performance and observance of all covenants, conditions, and agreements therein provided to be performed and observed by Tenant.

The validity of this Guaranty of Lease ("Guaranty") and the obligations of the Guarantor shall not be terminated, affected, or impaired by reason of (i) any forbearance, releases, settlements or compromises between Landlord and Tenant or any other guarantor, by reason of any waiver of or failure to enforce any of the rights and remedies reserved to Landlord in the Lease or otherwise; (ii) the invalidity, illegality or unenforceability of the Lease for any reason whatsoever; (iii) the relief or release of Tenant or any other guarantor from any of their obligations under the Lease by operation of law or otherwise, including, without limitation, the insolvency, bankruptcy, liquidation or dissolution of Tenant or any other guarantor or the rejection of or assignment of the Lease in connection with proceedings under the bankruptcy laws now in effect or hereafter enacted; (iv) the release, surrender, exchange, subordination, deterioration, waste, loss or impairment (including, without limitation, negligent, willful, unreasonable or unjustifiable impairment) of any collateral securing the Lease; or (v) any other act or omission of Landlord or Tenant which would otherwise constitute or create a legal or equitable defense in favor of Guarantor except to the extent that the same constitutes a defense to enforcement of the Lease against the Tenant thereunder.

Guarantor represents and warrants that it is the sole indirect shareholder of Tenant, and, as such has a material economic interest in Tenant and that the execution of this Lease will be of direct benefit to it, whether or not it shall ever occupy any portion of the Premises (as defined in the Lease). This Guaranty will remain in full force and effect as to any renewal, modification, amendment, or extension of the Lease, any assignment or transfer by Landlord, any assignment, transfer or subletting by Tenant, any change in the status, composition, structure or name of Tenant or Guarantor, or any holdover by Tenant under the Lease, and as to any assignee of Tenant's interest under the Lease.

If Guarantor, directly or indirectly, advances any sums to Tenant for the payment of rent under the Lease, such sums and indebtedness will be subordinate in all respects to the amounts then and thereafter due and owing by Tenant under the Lease. Payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title or

interest (whether by way of subrogation or otherwise) in and to any of the rights or remedies Landlord may have against Tenant, unless and until all of the obligations then payable or performable by Tenant under the Lease have been performed, including particularly, but without limitation, payment of the full amount then due and owing to Landlord under the Lease and this Guaranty.

Wherever reference is made to the liability of Tenant in the Lease, such reference is deemed likewise to refer to Guarantor, jointly and severally, with Tenant. The liability of Guarantor for the obligations of the Lease shall be primary; in any rights of action which accrues to Landlord under the Lease, Landlord may proceed against Guarantor and/or Tenant, jointly or severally, and may proceed against Guarantor without having demanded performance of, commenced any action against, exhausted any remedy against, or obtained any judgment against Tenant. This is a guaranty of payment and not of collection, and Guarantor waives any obligation on the part of Landlord to enforce the terms of the Lease against Tenant as a condition to Landlord's right to proceed against Guarantor.

Guarantor expressly waives: (i) notice of acceptance of this Guaranty and of presentment, demand and protest; (ii) notice of any default hereunder or under the Lease and of all indulgences; (iii) demand for observance, performances, or enforcement of any terms for provisions of this Guaranty or the Lease; and (iv) all other notices and demands otherwise required by law which Guarantor may lawfully waive. Guarantor agrees that if this Guaranty is enforced by suit or otherwise, Guarantor shall reimburse Landlord, upon demand, for all expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

Guarantor agrees that in the event that Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or further provision of the Bankruptcy Reform Act of 1978, or if such a petition be filed by creditors of said Tenant, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of its property and assets is appointed by any State or Federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to the Lease shall be of the same scope as if Guarantor itself executed the Lease as the named lessee thereunder and no "rejection" and/or "termination" of the Lease in any of the proceedings referred to in this paragraph shall be effective to release and/or terminate the continuing liability of Guarantor to Lessor under this Guaranty with respect to the Lease for the remainder of the Lease term stated therein unaffected by any such "rejection" and/or "termination" in said proceedings; and if, in connection with any of the circumstances referred to in this paragraph, Lessor should request that Guarantor execute a new lease for the balance of the term of the Lease (unaffected by any such "rejection" and/or "termination" in any of said proceedings), but in all other respects identical with the Lease, Guarantor shall do so as the named "Tenant" under such new lease (irrespective of the fact that the existing Lease may have been "rejected" or "terminated" in connection with any proceedings referred to in this paragraph). In the event of failure or refusal of Guarantor to execute such new lease as therein provided, without limiting any of the legal or equitable remedies of Lessor on

account of such failure or refusal, Guarantor agrees that Lessor shall have the right to obtain a decree of specific performance against Guarantor.

Guarantor hereby waives, to the maximum extent permitted by law, all defenses available to a surety, whether or not the waiver is specifically enumerated in this Guaranty.

All of the terms and provisions of this Guaranty inure to the benefit of the successors and assigns of Landlord, and are binding upon the respective successors and assigns of Guarantor.

A determination that any provision of this Guaranty is unenforceable or invalid will not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstances is illegal or unenforceable will not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

No modification or amendment of this Guaranty will be effective unless executed by Guarantor and consented to by Landlord in writing, and no cancellation of this Guaranty will be valid unless executed by Landlord in writing.

If Tenant's obligations are void or voidable due to illegal or unauthorized acts by Tenant in the execution of the Lease, Guarantor shall nevertheless be liable hereunder to the same extent as it would have been if the obligations of the Tenant had been enforceable against the Tenant.

This Guaranty of Lease is governed exclusively by its provisions, and by the laws of the State in which the Premises are located, as the same may from time to time exist.

EXECUTED as of the ____ day of January, 2022.

Wyoming Horse Racing, LLC

By:  *Nicholas Hughes*
2/2/2022 8:24:13 PM GMT

Name: Nicolas Hughes

Title: President

Date: 02/02/2022





