

Present: Chris Switzer and Mike Morris

Others Present: County Attorney Terry Modesitt via telephone, James Bramble, Tammy York-Allen and news media.

Chris Switzer called the special meeting to order at 2:30 p.m. This meeting is to vote on making an amendment to a Local Development Agreement. The amendment reads as follows:

1. Section 4.01 of the Agreement is hereby modified to read as follows:

Section 4.01 Company Commitment Payment(s). Except as otherwise provided in this Agreement, and subject to the provisions hereof commencing on the tenth (10th) day of the first full calendar month after the Effective Date and continuing on the tenth (10th) calendar day of each month thereafter that this Agreement remains in full force and effect, the Company shall pay the Company Commitment (defined below) to the Foundation provided that the Foundation is then governed by the Board of Directors specified herein. However, if the Board of Directors of the Foundation as specified herein has not established a bank account for the Foundation, then the Company shall pay the Company Commitment to the escrow agent ("**Escrow Agent**") identified in that certain escrow agreement entered into by the Parties and First Financial Bank, N.A., dated April 30, 2024 ("**Escrow Agreement**") to be held in an escrow account (the "**Escrow Account**"), with the understanding that the timing of any payments to the Escrow Agent and the disbursement of any funds held by the Escrow Agent shall be subject to the terms of the Escrow Agreement and the reasonable requirements of the Escrow Agent. In the event the Escrow Account is not created by May 10, 2024, payment of any Company Commitments then due shall be tolled until the establishment of the Escrow Account. Upon the creation of any Escrow Account, the Company shall promptly pay to the Escrow Agent any Company Commitments previously tolled. Unless otherwise provided herein, upon the creation of a bank account for the Foundation by the Board of Directors of the Foundation as specified herein, the Company will pay all future Company Commitments to the Foundation.

- (a) An amount equal to three percent (3%) of AGR up to one-hundred and seventy-five million dollars (\$175,000,000) per calendar year and an amount equal to three point two five percent (3.25%) of AGR exceeding one-hundred and seventy-five million dollars (\$175,000,000) per calendar year (the "**AGR Commitment**"); and
- (b) An amount equal to three percent (3%) of the Company's Taxable Sports Wagers AGR generated from operations or received from any Third-Party Sports Wagering Vendor (the "**Sports Wagering Commitment**" and, together with the AGR Commitment, the "**Company Commitment**").

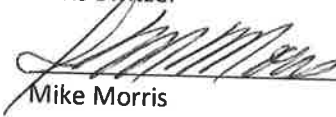
2. Except as expressly modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties.

Mike Morris made a motion to adopt the First Amendment to the Local Development Agreement. Chris Switzer seconded the motion. Upon a voice vote of 2-0, the motion unanimously passed. Terry Modesitt said this is temporary until the Foundation Board of Directors is established so that the Casino can go ahead and start making payments immediately. He believes the first payment is due today.

The meeting recessed at 2:35 p.m.

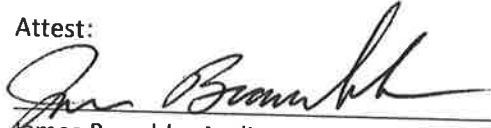


Chris Switzer



Mike Morris

Attest:



James Bramble, Auditor

Mark Clinkenbeard