

EXHIBIT B TO INITIAL DISTRIBUTION AGREEMENT (OPERATING)

1. Composition & Meeting Schedule of Indiana Downs Backside Committee. The Indiana Downs Backside Committee (Committee) shall consist of Rod Ratcliff, Jim Brown, Brian Elmore, Rich Ziegler, Jon Schuster, Kevin Greely, three (3) representatives of the HBPA and one (1) representative of the QHRAI. The Committee shall meet as frequently as necessary but not less than: (a) two (2) weeks before the start of a meet; (b) every two (2) months during a meet; and (c) two (2) weeks after the conclusion of the meet.
2. Composition & Meeting Schedule of Hoosier Park Backside Committee. Hoosier Park Backside Committee (Committee) shall consist of Rod Ratcliff, Jim Brown, Brian Elmore, Rich Ziegler, Rick Moore, Scott Piene, and representatives of the ISA. The Committee shall meet as frequently as necessary but not less than: (a) two (2) weeks before the start of a meet; (b) every two (2) months during a meet; and (c) two (2) weeks after the conclusion of the meet.
3. Transition to Quarter Horse Racing. The QHRAI and Indiana Downs agree to jointly develop a mutually acceptable plan to transition from Thoroughbred to Quarter Horse racing which is noticeable, ~~and~~ entertaining and marketing oriented to eliminate or mitigate handle decline.
4. Indiana Downs Backside Master Plan. Indiana Downs shall develop a backside master plan after receiving comments from the HBPA and the QHRAI. The plan shall consider difficulties in reaching the track from the backside.
5. Indiana Bred Issues. Indiana Downs shall assist the HBPA and QHRAI in working with the Commission to improve the financial incentives for Indiana bred and sired Quarter Horse and Thoroughbred races.
6. Thoroughbred Race Dates and Races Per Day. Indiana Downs shall assist the HBPA in working with the Commission to approve additional race dates per meet. Indiana Downs further commits to attempt to run the same number of races each day when feasible.
7. Hoosier Park Track. Hoosier Park in consultation with the ISA shall explore the costs and feasibility of enlarging the length of the existing track to one (1) mile and improving the existing turn banking. If the decision is not made by Hoosier Park to extend the track to one (1) mile in length within three (3) years from the date hereof, Hoosier shall reconstruct the existing turns with increased banking.
8. County Fair Races. In cooperation with the ISA and subject to satisfactory arrangements with county fairgrounds, Hoosier Park agrees to: (a) assist with the maintenance and upkeep of county fairground tracks during county fair meets; and (b) sponsor county fair racing at a level determined by Hoosier Park.
9. Indiana Downs Audio Visual Upgrade. Indiana Downs will replace and upgrade its audio-visual equipment system within ~~one (1)~~ two (2) years after the closing on its Refinancing Agreement.

10. Trakus at Indiana Downs. Indiana Downs will institute Trakus for Thoroughbred racing within three (3) years of the closing on its Refinancing Agreement.
11. Trakus at Hoosier Park. Hoosier Park will continue Trakus for Standardbred races for the next three (3) meets.
12. Starting Gate Car at Hoosier Park. Hoosier Park shall purchase a new starting gate car within one (1) year of the closing on its Refinancing Agreement.
13. Shelby County Fair Grandstand. Hoosier Park and/or Indiana Grand shall contribute \$500,000.00 over a period of three (3) years to rebuild the Shelby County Fair Grandstand subject to the development of a satisfactory construction plan and the timely receipt of third party contributions and commitments necessary to successfully complete the project.
14. Satellite Facility Improvement. Within three (3) years from the date of closing on its Refinancing Agreement, Hoosier Park commits to relocate and improve its Fort Wayne OTB location and Indiana Downs agrees to substantially renovate its Clarksville location.
15. NTRA Accreditation. Indiana Downs shall continue to pursue NTRA accreditation, including but not limited to purchase of a new horse ambulance and pre-race examinations which conform to NTRA standards.
16. Indiana Downs Paddock Improvement. Within three (3) years from closing on its Refinancing Agreement, Indiana Downs shall remodel and refurbish its paddock.
17. Indiana Downs Barn Roofs. Within two (2) years from the closing on its Refinancing Agreement, Indiana Downs shall repaint the roof of all barns except those constructed in 2013 and thereafter.
18. Hoosier Park Lightning Lane. If requested in writing by the ISA, Hoosier Park shall construct a "lightning lane" within the later of three (3) years of the closing on its Refinancing Agreement or one (1) racing meet after receipt of the ISA request.
19. Indiana Bred Turf Races. Indiana Downs agrees to coordinate and cooperate with the HBPA to provide additional turf racing opportunities for Indiana bred horses.
20. HRTV. Indiana Downs agrees to make a reasonable effort to increase HRTV broadcasts of races at Indiana Downs.
21. Purdue Equine Center. Indiana Downs and/or Hoosier Park shall contribute 2.7 million dollars over the next ~~seven (7)~~eight (8) years to Purdue University or its designee for the construction of an Equine Teaching and Research Hospital in Shelbyville.
22. Innovative Racing Promotions. HBPA and Indiana Downs agree to explore innovative new ways to market the Thoroughbred racing product such as those now used by Canterbury Downs.
- ~~22.~~23. Quarter Horse Stalls. Until such time as the 100 stall Quarter Horse Barn is constructed (Exhibit A, item 11) (Quarter Horse Barn) at Indiana Downs, Indiana Downs shall allocate a total of 80 stalls to Quarter Horse Trainers. After the Quarter

Horse Barn is constructed and ready for occupancy, Quarter Horse Trainers shall be allocated a total of 100 stalls in the Quarter Horse Barn. For purposes of this paragraph, the term “Quarter Horse Trainer” means a trainer who started Quarter Horses in at least 66.67 percent of the races in which the trainer started horses at Indiana Downs in the meet immediately preceding the year in which the trainer is requesting stalls. Except as specifically stated herein, nothing in this paragraph shall be construed to limit or in any way restrict the right of licensees to assign and allocate stalls.