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## Prairie Meadows Racetrack and Casino, Inc. - Purchasing Terms and Conditions

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These terms and conditions, together with any purchase order to which they are physically or electronically attached or in which they are incorporated by reference, constitute the "Order".

Prairie Meadows Racetrack and Casino, Inc. is "Prairie Meadows"; "Seller" is the entity to which the Order is issued (as identified thereon). Seller and Prairie Meadows are each a "Party" and collectively the "Parties".

The Order is an offer by Prairie Meadows to purchase products, materials or other goods as identified in the Order (the "Goods") and any services identified in the Order (the "Services"). As a condition to providing the Goods and/or Services, Seller must accept the terms of the Order, and such terms and conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with the Order, except as may be otherwise agreed in a written agreement executed by both Parties that governs the subject matter of the Order ("Agreement"). The Order is deemed accepted by Seller when it ships or begins providing the Goods or Services, unless accepted earlier upon notifying Prairie Meadows in writing.

1. Delivery Seller shall, in accordance with the terms and instructions in the Order, ship or deliver the Goods to the "ship to" address specified in the Order during Prairie Meadows's normal business hours on the delivery date(s) in the Order or as otherwise instructed by Prairie Meadows. If Seller fails to deliver the Goods or perform the Services as provided in the Order, Prairie Meadows may terminate the Order immediately upon written notice and Seller shall hold harmless, indemnify, and defend Prairie Meadows against any losses, damages, claims, and reasonable costs and expenses attributable to Seller's failure to deliver the Goods or perform the Services on the date(s) in the Order.
2. Quantity If Seller delivers more or less than the quantity of Goods ordered, Prairie Meadows may reject all or any excess Goods. Any rejected Goods shall be returned to Seller at Seller's risk and expense. If Prairie Meadows accepts the Goods at the changed quantity, the Price for the accepted Goods shall be adjusted on a pro-rata basis.
3. Packaging All Goods shall be packed for shipment according to Prairie Meadows' instructions or, if none, in a manner that ensures the Goods are delivered in undamaged condition. Seller must provide Prairie Meadows with prior written notice if it requires the return of any packaging material, which shall be at Seller's expense. Prairie Meadows may, at its option, receive payment from Seller for any such expenses or offset such expenses as a credit against the current or any future Order.
4. Shipment Seller shall ship the Goods as directed or otherwise approved by Prairie Meadows. Upon Prairie Meadows' request, Seller shall provide electronic or written notice when the Goods are delivered to a carrier for transportation. If requested, Seller shall provide Prairie Meadows all shipping documents, including the commercial invoice, packing list, and any other documents. The Order number must appear on all documents.
5. Acceptance This Order is not binding on Prairie Meadows until Seller accepts the Order in writing or starts to perform in accordance with the Order. If Seller does not accept this Order via electronic or telephone communication, in writing or provide electronic or written notice that it has commenced performance within 10 days of the date of the Order, the Order is subject to cancellation. Prairie Meadows may withdraw the Order any time before it is accepted by Seller.

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6. Changes Prairie Meadows may, at any time, by written notice to Seller, make changes in an Order, including without limitation, changes in the specification of Goods, quantities, method of shipping or packing, acceptance point of delivery, or other Order terms. If any change increases or decreases the cost of Goods or time required to perform the Order, Seller shall notify Prairie Meadows within five (5) days after Seller's receipt of any change request and, if the change is acceptable to Prairie Meadows; Prairie Meadows will issue and Seller will accept a change to the Order approving same. Order changes are not effective without an executed change to the Order signed by both Parties.
7. Price The price of the Goods is the price stated in the Order (the "Price"). Unless otherwise detailed in the Order, the Price includes all packaging, shipping costs, insurance, duties and fees. Items ordered which are not for resale are subject to sales or use tax; tax will not be paid on shipping costs, insurance, duties and fees. No increase in the Price or a fuel surcharge is effective without Prairie Meadows' prior written consent.
8. Labor and Materials Seller shall furnish all labor and materials (e.g., facilities, equipment and packaging) necessary to perform the Order, unless Prairie Meadows agrees in writing to provide any such labor and materials.
9. Title and Risk of Loss Title passes to Prairie Meadows upon delivery of the Goods at the "ship to" location specified in the Order. Unless otherwise stated in the Order, Seller assumes full responsibility, liability, and risk of loss for the safekeeping and safe handling of the Goods until delivery, including while such Goods are in the care, custody and control of Seller, its designee, or carrier.
10. Inspection and Rejection of Nonconforming Goods Prairie Meadows has the right to inspect the Goods on or within a reasonable time after the delivery date. Prairie Meadows, at its sole option, may inspect all or a sample of the Goods and reject all or any portion of the Goods if it determines that the Goods are nonconforming or defective. If Prairie Meadows rejects any portion of the Goods, it has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject specific Goods and require replacement of the rejected Goods. If Prairie Meadows requires replacement of the Goods, Seller shall, at its expense, promptly replace the rejected Goods and pay for all related expenses, including without limitation, transportation charges for the return of the rejected Goods and the delivery of replacement Goods. Any inspection or other action by Prairie Meadows under this Section shall not reduce or otherwise affect Seller's obligations under the Order and Prairie Meadows shall have the right to conduct further inspections after Seller has carried out its remedial actions. In the event of concealed damage which is not discovered during inspection, yet found upon complete unpacking of the Order, Seller shall be notified in writing with Prairie Meadows taking action as specified in this Section.
11. Iowa Products When feasible, Seller shall furnish or specify products for the Goods and Services that, if suitable and to the fullest extent commercially reasonable, are sourced from companies which have offices located in the State of Iowa or contain materials grown or produced in the State of Iowa.
12. Personnel, Subcontracting, and Assignment If required, Seller shall provide any personnel specified in the Order. Seller subcontractors shall comply with Seller's obligations and shall be responsible for such compliance; however, Seller shall not subcontract, assign, or delegate any obligation without Prairie Meadows' consent.

13. Independent Contractor Seller is an independent contractor of Prairie Meadows. The individuals and entities retained by Seller shall be under its exclusive direction and control and shall not be considered an employee, agent or contractor of Prairie Meadows.
14. Ethics Seller shall not pay any salaries, commissions, rebates, fees or make any other payments to any employee, officer or director of Prairie Meadows or favor any such individual with gifts, entertainment, services or goods in contravention of Prairie Meadows' Ethics Policy, a copy of which is available upon request.
15. Site Policies If any Services are provided on sites owned or leased by Prairie Meadows, Seller shall comply with all Prairie Meadows' policies and site conditions; policy information applicable to Seller is available upon request.
16. Confidential Information All non-public, confidential or proprietary information of Prairie Meadows, including, but not limited to, the Order, invoices, specifications, samples, designs, plans, drawings, documents, data, business operations, Goods and Services and customer lists disclosed by Prairie Meadows to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed to third parties (unless involved with the Order) or copied unless authorized by Prairie Meadows in writing or required by applicable law. Upon Prairie Meadows' request, Seller shall promptly return all documents and other materials received from Prairie Meadows. This Section shall not apply to information that is: (a) in the public domain; (b) previously known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third Party. Prairie Meadows shall be entitled to injunctive relief for any violation of this Section.
17. Intellectual Property Use Seller grants Prairie Meadows a nonexclusive, royalty-free, perpetual license for Prairie Meadows to use any intellectual property owned or licensed by Seller, but in the case of licensed intellectual property, only to the extent sub-licensable by Seller in connection with the Goods or Services. Prairie Meadows retains all right, title and interest in and to, and Seller shall not use (except as necessary to perform the Order), Prairie Meadows' data and other intellectual property (and materials). In the event of intellectual property created hereunder or intellectual property that arises out of or relates to confidential information of Prairie Meadows, Seller hereby assigns to Prairie Meadows any and all rights to such new intellectual property. New intellectual property shall include, without limitation, ideas, trademarks, designs, copyrights, software and computer source code. Seller hereby agrees to provide Prairie Meadows with prompt notice of any new intellectual property and to execute any necessary documents and otherwise reasonably cooperate with Prairie Meadows in the securing of copyrights, or other intellectual property rights relating to such new intellectual property.
18. Publicity Unless granted in writing by Prairie Meadows, Seller shall not: (a) use the name or logo of Prairie Meadows in any manner not approved by Prairie Meadows; or (b) represent (directly or indirectly) that any Goods or Services purchased from Seller has been approved or endorsed by Prairie Meadows.
19. Invoice and Payment Unless specified in the Order or agreement incorporated into the Order, after delivery of the Goods or the end of each month for Services, Seller shall submit an invoice to the address specified in the Order for the Goods or Services, taxes (if applicable) and any reimbursable expenses applicable to the Goods delivered or Services provided. Unless otherwise

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agreed by Prairie Meadows, all invoices are paid Net 30 Days from receipt by Prairie Meadows. Incorrect invoices or invoices with incomplete documentation will not be processed and paid.

Prairie Meadows shall pay Seller in US dollars via check or electronic funds transfer, except that Prairie Meadows may withhold any amounts that it disputes in good faith. In the event of a payment dispute, Prairie Meadows shall deliver a written statement to Seller no later than the due date of the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The Parties shall seek to resolve all such disputes promptly and in good faith. If the Seller so desires, Prairie Meadows shall pay the undisputed amounts on an invoice; Seller shall continue performing its Order obligations notwithstanding any dispute.

20. Taxes Unless otherwise specified in the Order, Prairie Meadows shall remit any sales, use, value added or similar taxes imposed upon it by the appropriate taxing authority. Seller shall itemize those taxes on each invoice, unless Prairie Meadows provides an exemption certificate. Prairie Meadows shall not be responsible for any other taxes.
21. Compliance With Laws and Nondiscrimination Seller is in compliance with and shall comply with all laws, ordinances, rules and regulations applicable to it in connection with the Order, including, without limitation: (a) those related to import and export, including import and export control laws; and (b) those covering the production, packaging, labeling, sale and delivery of the goods or services specified in the Order. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits required to perform its obligations under the Order. Seller assumes all responsibility for the shipment of Goods requiring any government import clearance.
22. Chemical Substances Seller shall not ship any chemical substance not specified by name in a Material Safety Data Sheet or the Order. Seller shall provide Prairie Meadows with Material Safety Data Sheets and all other similar or legally required safety and health information, including without limitation, warnings, material safety information, precautionary and safety measures, and instructions on proper care, use and handling, storage and disposal of all chemical substances provided by Seller, and any other information or certifications Prairie Meadows requests.
23. Warranty Seller represents and warrants that: (a) it is transferring good title to the Goods (free and clear of any claims, security interests, liens or encumbrances), it has sufficient right, title and interest to assign the ownership rights and grant the licenses hereunder and the Goods and Services (and process for making the Goods and use of the Services) do not infringe or misappropriate any copyright, patent or other proprietary rights of a third Party; (b) the Goods and Services shall conform to the specifications and descriptions in the Order and any drawings, samples, designs, or other requirements specified by Prairie Meadows, and be packaged as instructed by Prairie Meadows; (c) the Goods shall be commercially similar to previous goods of the same type as previously ordered by Prairie Meadows, be free of contaminants and be of merchantable quality; (d) Goods and Services shall be new, be free of defects in materials, workmanship and design and be fit for their intended use and any particular purposes of which Seller knows or has reason to know; and (e) the Services shall be performed in a good, prompt and professional manner by qualified personnel in accordance with the Order and consistent with best practices. Unless otherwise stated in the Order, Goods and Services shall conform to the warranties in this Section for a minimum of 12 months from the date of use of Goods or, for Services, the completion of performance of Services and acceptance by Prairie Meadows. These

warranties survive the delivery, inspection, acceptance, or payment of or for the Goods or Services by Prairie Meadows and are in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Prairie Meadows's discovery of the noncompliance of the Goods or the Services with any the foregoing warranties. If Prairie Meadows gives Seller notice of noncompliance with this Section, Seller shall, at its own expense and at Prairie Meadows's option, repair or replace the defective or nonconforming Goods or Services or refund the Price for such nonconforming or defective Goods or Services, and pay for all related expenses, including without limitation shipping charges for the return of defective Goods and the return of repaired or replacement Goods to Prairie Meadows.

24. Indemnity Seller shall indemnify, defend, and hold harmless Prairie Meadows, its owners, employees, agents, directors, officers, representatives, successors, and the Polk County Government, its elected officials, employees, agents and assigns, from and against any and all damages, attorney fees (including reasonable attorney fees, court costs and other litigation expenses), consulting, engineering and other fees, arising from and/or connected to the activities of Seller performed pursuant to the Order. Seller's duty to indemnify, defend, and hold harmless shall include but not be limited to, damage, liability, penalty, or loss due to enforcement of local, state, county, and federal statutes, regulations and/or common law precept, including but not limited to environmental and/or hazardous substance statutes or regulations.

This indemnification shall not apply to actions or activities or persons or entities unless such persons or entities are employed or under the control of Seller. Prairie Meadows shall indemnify, defend and hold harmless Seller, its owners, employees agents, directors, officers, representatives successors and assigns from any and all claims, damages, attorney's fees, consulting, engineering and other fees caused by any persons or entities employed or under the control of Prairie Meadows. If any claims are made to Seller or Prairie Meadows pertaining to the actions of Seller while in performance of the terms of the activities entailed in the Order, the recipient of the claim will immediately notify the other. Notwithstanding any other provision in the Order, any exhibit hereto or any related document and even if so advised, neither Party shall be liable to the other Party for consequential , indirect, special or exemplary damages, including but not limited to lost profit and lost production.

25. Intellectual Property Indemnification Seller shall, at its expense, defend, indemnify, and hold harmless Prairie Meadows against any and all losses arising out of or in connection with any claim that Prairie Meadows' use or possession of the Goods or the performance of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third Party. Seller shall not enter into any settlement without Prairie Meadows' prior written consent.
26. Limitation of Liability Nothing in this Order shall be construed to limit Seller's liability for fraud, personal injury, or death caused by its negligent, reckless, willful, or intentional acts or omissions.
27. Insurance Unless otherwise stated in the Order or Agreement incorporated into the Order, Seller shall maintain, with insurance companies authorized to do business where the Goods are provided and Services are performed, insurance in the types and amounts that are reasonable and customary or legally required.

28. Term and Termination The Order shall continue for the period specified or until completed, unless terminated earlier (in whole or in part): (a) as set forth herein; (b) by Prairie Meadows, with or without cause for undelivered Goods or unperformed Services, upon fifteen days' prior written notice; (c) immediately by Prairie Meadows upon written notice if it determines that Seller has breached any representations or warranties or that Seller has become insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (d) by Seller if Prairie Meadows fails to pay any undisputed amounts due under the Order more than 30 days after notice. Any permitted termination (or expiration) shall be without penalty or termination fees and shall not relieve or release either Party from any rights, liabilities or obligations that have accrued under the law or the Order. If Prairie Meadows terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods and Services received and accepted by Prairie Meadows prior to termination and for any custom Goods made for Prairie Meadows for which Seller has already substantially commenced production (subject to documentation).
29. Excused Performance If a Party cannot perform due to fire, flood, hurricanes, earthquakes, other elements of nature, war, terrorism, riots, rebellions, revolutions or civil disorders, the affected Party shall be excused from such performance while the event continues; provided, the event is beyond the affected Party's reasonable control (and could not be prevented by reasonable precautions) and the affected Party is diligently attempting to promptly recommence performance. The affected Party shall promptly give notice to the other of the event and, if non-performance continues for seven days or more, the other may terminate the Order (or affected portion).
30. Notices All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving Party in writing. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.
31. Regulatory Compliance Prairie Meadows and Seller shall obtain and at all times maintain in good standing and effect all necessary and proper business licenses and other licenses and permits, including approvals by gaming authorities, relating to business operations in connection with the Order and so long as Prairie Meadows is using any Goods or Services described in the Order, shall comply with the applicable laws and regulations of the governing state. A breach of this obligation shall be a material breach hereunder. Seller acknowledges that Prairie Meadows conducts a business that is subject to and exists because of privileged licenses issued by governmental authorities. Seller therefore agrees that in the event that Prairie Meadows shall in good faith determine, in its reasonable judgment, that Seller is or may be engaged in, or about to be engaged in any activity or activities that may adversely impact or affect directly or indirectly Prairie Meadows' suitability or gaming license, or Prairie Meadows' relationship with Seller or any other person does or could have this effect, Prairie Meadows shall have the right to terminate the Order immediately upon written notice to Seller with no further liability to Seller except for payment for unpaid Goods or Services which have been provided prior to such termination.

32. Applicable Law and Jurisdiction The Order shall be governed by, construed and enforced in accordance with the laws of the State of Iowa without giving effect to the principles of conflicts of law. Any legal suit, action, or proceeding arising out of or relating to this Order, the Goods, or the Services shall be instituted in either the United States District Court for the Southern District of Iowa or the Polk County District Court situated in Des Moines, Polk County, Iowa; each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
33. Severability Each provision herein shall only apply to the extent permitted by applicable law. If any term or provision of this Order is determined to be invalid, illegal, or unenforceable in any jurisdiction, a term or provision that most closely approximates the intent and economic effect of the invalidated term or provision shall be agreed upon and substituted by the parties, or a court of appropriate jurisdiction absent the parties' agreement. Such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.
34. No Waiver No waiver by any Party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
35. Survival Provisions of the Order which by their nature should apply beyond the term of the Order shall remain in force after any termination or expiration of the Order.
36. Entire Agreement The Order and any other documents incorporated therein supersedes all prior discussions and agreements; it represents the entire agreement between the Parties with respect to the subject matter hereof. The Order may only be amended in a writing signed by an authorized representative of Prairie Meadows that specifically states it amends the Order.