

**FIRST AMENDMENT
TO
LOCAL DEVELOPMENT AGREEMENT**

This First Amendment to Local Development Agreement (this “**Amendment**”), effective as of this ____ day of May, 2024 (the “**Amendment Effective Date**”), is made and entered into by and among the Board of Commissioners of Vigo County, Indiana (the “**County**”) and CDITH, LLC, a Delaware limited liability company (the “**Company**”) and amends that certain Local Development Agreement, dated as of the 15th of March, 2022 (the “**Agreement**”) between the parties. All capitalized terms not otherwise defined herein have the same meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the parties desire to amend the Agreement to reflect the amended definition of Foundation set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company, intending to be legally bound, agree as follows:

AGREEMENT

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 the 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 Wagering 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.

[End of Text; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the day and year first written above.

The BOARD OF COMMISSIONERS OF VIGO COUNTY, INDIANA

By: _____

Name: Chris Switzer
Title: President

By: _____

Name: Mike Morris
Title: Member

By: _____

Name: Mark Clinkenbeard
Title: Member

CDITH, LLC, a Delaware limited liability company

By: _____

Name: Michael Meagher
Title: Vice President of Gaming
Operations-North