

**SIMULCAST OPERATOR BOND**

Bond # \_\_\_\_\_

Known by all these men present that we, \_\_\_\_\_,  
as principal, and, \_\_\_\_\_ a corporation  
duly licensed and authorized to transact business in the state of North  
Dakota, as surety, are held firmly bound to the North Dakota Racing Commission  
and Dakota Race Management in the amount of ONE HUNDRED THOUSAND (\$100,000) Dollars  
lawful money of the United States of America, for the payment whereof well and  
truly to be made, we bind ourselves, our heirs, executors, administrators, our  
successors and assigns, jointly and severally, firmly by these present.

The condition of the foregoing obligation is such that,

Whereas, a demand has been made upon said principal by the North Dakota  
Racing Commission and Dakota Race Management for security to ensure pay-  
ment of distributable amounts of the parimutuel pool, operational costs,  
salaries, wages, benefits, taxes, North Dakota purse and breeders fund and  
related financial obligations as outlined in the operators agreement.

Now therefore, if said principal shall well and truly comply with the  
agreement, and in particular to pay for all financial obligations outlined  
in operators agreement promptly when due, including financial obligations  
now due and those which may become due, then this obligation shall be null  
and void; otherwise to remain in full force and effect.

If said principal is delinquent in deposit and payment to the North Dakota  
Racing Commission and Dakota Race Management, the North Dakota Racing  
Commission and Dakota Race Management may upon ten (10) days notice  
recover payment for service from said surety.

The surety herein reserves the right to withdraw as such surety, except as to  
liability already incurred or accrued hereunder, and may do so upon giving  
written notice of such withdrawal to the North Dakota Racing Commission  
Management; provided, however, that no withdrawal shall be effective for any  
purpose until sixty (60) days shall have elapsed from and after such receipt  
of such notice by the North Dakota Racing Commission and Dakota Race  
Management; and further provided that no withdrawal in any way may affect the  
liability of said surety arising out of any purchases made by said principal  
prior to the expiration of said period of sixty (60) days.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_ at

\_\_\_\_\_

Principal \_\_\_\_\_

by \_\_\_\_\_

Capacity \_\_\_\_\_

Surety \_\_\_\_\_

by \_\_\_\_\_

Attorney-in-Fact

Notarial Acknowledgment by Principal  
(Corporation)

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 19 \_\_\_\_

BY \_\_\_\_\_ (Name of Officer)

\_\_\_\_\_ (Title of Officer)

\_\_\_\_\_ (Name of Corporation)

A state or foreign corporation, on behalf of the corporation

(seal)

\_\_\_\_\_  
Notary Public of State of Dakota

My Commission Expires \_\_\_\_\_