

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

Minutes of the regular meeting of Board of Directors of the Western Regional Off-Track Betting Corporation, ("Western") held on the 24th day of February, 2022 and commencing at 10:30 a.m. in the *Boardroom*, Corporate Headquarters at 8315 Park Road Batavia, New York.

Participating were:

Cattaraugus	Richard Haberer
Cayuga	Paul Lattimore, Jr.
Genesee	Richard Siebert
Livingston	Thomas Wamp
Monroe	Richard Bianchi
Niagara	Elliott Winter
Orleans	Edward Morgan
Oswego	Mark Bombardo
Rochester	Dennis Bassett
Seneca	Richard Ricci
Steuben	Michael Horton
Wayne	Ken Lauderdale
Wyoming	Susan May

Absent:

Buffalo	Parmer-Garner
Chautauqua	Vacant
Erie	Warthling
Schuyler	Barnes

constituting the Directors of all participating municipalities.

Also participating were: Henry F. Wojtaszek, President & CEO; Scott Kiedrowski, Vice President Operations; Jacquelyne A. Leach, Chief Financial Officer; William R. White, Vice President – Administration; Mark Gabriele, Associate General Counsel; Steven Haigh, Internal Auditor; Ryan Hasenauer, Director of Marketing-WROTBC & Video Gaming; Mark Burr, Cattaraugus County.

A roll of the membership of the Board having been called, Mr. Scott P. Kiedrowski, Vice President - Operations declared a quorum present.

Chairman Richard D. Bianchi proceeded to conduct the meeting following the published Agenda for this regular meeting.

Chairman asked Director Haberer to lead the assemblage in the Pledge of Allegiance.

Approval of Previous Minutes:

Chairman Bianchi called for amendments, additions, deletions, or corrections to the minutes of the previous meeting of January 20, 2022. There being none, a motion was made by Director Morgan and seconded by Director Winter to approve the January minutes as submitted. The minutes were approved unanimously by voice vote.

Communications:

Mr. Scott P. Kiedrowski informed members of the thank you note received from Erie Insurance for the gift certificate for their raffle to raise money for the United Way of Greater Rochester.

Finance Committee Report:

Committee Chairman Lauderdale reported that the Finance Committee meeting was held on Wednesday February 23, 2022 at 2:37 p.m. and the following items were discussed.

Mrs. Jacquelyne A. Leach, Chief Financial Officer reviewed the December 2021 and January 2022 Chief Financial Officer Reports with Committee members. Mrs. Leach discussed the results of operations for branches and Batavia Downs. The Corporation has distributed \$52,625 in surcharge to member municipalities for December and will distribute \$49,418 for January. For the fourth quarter 2021 the Corporation has distributed \$1,161,135 in operational earnings. For the year 2021, the Corporation distributed surcharge in the amount of \$886,904 and earnings of \$4,906,249, for a total distribution of \$5,793,153. This is the highest earnings distribution in the Corporation's history.

Mrs. Leach also reviewed the December 2021 and January 2022 Batavia Downs results of operations, and provided information on credits played, net win and free play, food and beverage, and other statistics.

Mrs. Leach reviewed the NYGA Weekly Numbers with Committee members, highlighting Batavia Downs Gaming net win performance through January as compared to same period 2022 and 2021.

Finance Committee Report continued:

Mrs. Leach handed out Member Municipality Net Revenue Summaries highlighting historical distributions to participating municipalities. These are for informational purposes only and are meant to be distributed amongst your municipality representatives.

The Finance Committee meeting adjourned at 3:16 p.m.

Personnel Committee Report:

Committee Chairman Winter reported the Personnel Committee was held on Wednesday February 23, 2022 at 1:05 p.m. and the following items were discussed:

A motion was made by Director Winter to enter into Executive Session at 1:05 p.m., seconded by Director May, to discuss the medical, financial, credit or employment history of a particular person or corporation or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

At 1:30 p.m. a motion to adjourn Executive Session was made by Director Winter, seconded by Director May.

Mr. William R. White, Vice President - Administration discussed the need to raise the top level of each Salary Grade consistent with the 3.5% cost of living increase that employees received on January 1, 2022. He also informed the Committee of a small number of employees being at the top of their Grade level and the need to move them to a higher level to accommodate this increase.

A motion was made to approve the changes by Director Wamp, seconded by Director Ricci, and passed unanimously to be carried to the full Board.

Upon motion by Director Winter and seconded by Director Morgan a voice vote was taken. The motion passed unanimously to raise the top level of each Salary Grade consistent with the 3.5% cost of living increase that employees received on January 1, 2022.

Personnel Committee Report continued:

Mr. White explained the need to increase the position of Promotions Manager from one to two.

A motion was made to approve the change by Director May, seconded by Director Ricci, and passed unanimously to be carried to the full Board.

Upon motion by Director Winter and seconded by Director Ricci a voice vote was taken. The motion passed unanimously to increase the position of Promotions Manager from one to two.

Mr. Henry F. Wojtaszek, President & CEO informed the Committee of an extension of Connors, LLP Law Firm. A motion was made to approve staff's recommendation by Director Bianchi, seconded by Director Haberer and carried unanimously to bring Resolution #09-2022 to the full Board

Upon motion by Director Winter and seconded by Director Morgan a roll call vote was taken. The motion passed to accept staff's recommendation of an extension of continued legal services from Connors, LLP Law Firm in the amount not to exceed \$75,000.00. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #09-2022**

Mr. Wojtaszek informed the Committee of an extension of Hodgson Russ Law Firm. A motion was made to approve staff's recommendation by Director May, seconded by Director Ricci and carried unanimously to bring Resolution #11-2022 to the full Board

Upon motion by Director Winter and seconded by Director Bombardo a roll call vote was taken. The motion passed to accept staff's recommendation of an extension of continued legal services from Hodgson Russ Law Firm in the amount not to exceed \$75,000.00. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua . **See Resolution #11-2022**

Mr. Mark J. Gabriele explained the change in the Vehicle Policy that would eliminate the use of take home vehicles by employees.

A motion was made to accept the Policy as amended by Director Haberer, seconded by Director Morgan and passed unanimously for Resolution #14-2022 Vehicle Use Policy to be carried to the full Board.

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Personnel Committee Report continued:

Upon motion by Director Winter and seconded by Director Lauderdale a roll call vote was taken. The motion passed to accept the Vehicle Use Policy as amended. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #14-2022**

The Personnel Committee meeting adjourned at 1:48 p.m.

Legislative Committee Report:

Committee Vice-Chairman Siebert reported that the Legislative Committee meeting was held on Wednesday February 23, 2022 at 3:40 p.m. and the following items were discussed.

At 3:40 p.m. a motion to enter into executive Session was made by Committee Vice-Chairman Siebert and seconded by Director Bianchi.

At 4:16 p.m. a motion was made by Committee Vice-Chairman Siebert to exit out of Executive Session seconded by Director Bianchi.

The Resolution #18-2022 was presented to engage Alpha & Omega Contracting and Consulting Services, LLC. in a six (6) month consulting agreement in the amount of \$10,000.00 per month.

Upon motion by Director Siebert and seconded by Director Bombardo a roll call vote was taken. The motion passed to engage Alpha & Omega Contracting and Consulting Services, LLC. in a six (6) month consulting agreement in the amount of \$10,000.00 per month. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #18-2022**

The following were late Items presented in the Legislative Committee meeting.

The Resolution #20-2022 was presented to engage Patrick Jenkins for a four (4) month agreement in the amount up to \$15,000.00 beginning March 1, 2022.

Legislative Committee Report continued:

Upon motion by Director Haberer and seconded by Director Morgan to waive the rules for the Resolution #20-2022, a voice vote was taken and passed unanimously.

Upon motion by Director Siebert and seconded by Director Bombardo a roll call vote was taken. The motion passed to engage Patrick Jenkins for a four (4) month agreement in the amount up to \$15,000.00 beginning March 1, 2022. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #20-2022**

The Resolution #21-2022 was presented to enter into a four (4) month amendment to the agreement for consulting services with Mercury for the amount of \$15,000.00 per month beginning March 1, 2022 through June 30, 2022.

Upon motion by Director Winter and seconded by Director Haberer to waive the rules for the Resolution #21-2022, a voice vote was taken and passed unanimously.

Upon motion by Director Siebert and seconded by Director Bombardo a roll call vote was taken. The motion passed to enter into a four (4) month amendment to the agreement for consulting services with Mercury for the amount of \$15,000.00 per month beginning March 1, 2022 through June 30, 2022. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #21-2022**

A motion by Director Siebert and seconded by Director Winter the Legislative Committee meeting adjourned at 4:16 p.m.

The Legislative Committee meeting adjourned at 4:16 p.m.

Insurance Committee Report:

The Insurance Committee did not meet.

Advertising Committee Report:

Committee Chairperson May reported that the Advertising & Promotions Committee meeting was held on Wednesday February 23, 2022 at 3:19 p.m. and the following items were discussed.

Mr. Ryan Hasenauer, Director of Marketing delivered a presentation on betting handle surrounding various OTB horse racing events. Upcoming races on the road to the Kentucky Derby were shown. Kentucky Derby Futures Wagers will be available for bettors in March.

Mr. Hasenauer stated there are still over \$300,000 in uncashed tickets remaining at OTB outlets. Funds from tickets not cashed by March 31, 2022 will go to New York State.

Mr. Hasenauer reviewed pictures from events including the Million Dollar Dice Roll and upcoming events including the GLOW Wedding Expo.

Mr. Hasenauer requested permission for out of State travel to Global Gaming Expo conference.

Upon motion by Director May and seconded by Director Lauderdale a voice vote was taken. The motion passed unanimously. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua.

The Resolution #06-2022 was presented for Mark It Smart for promotional items such and Buffalo Bills fleece blankets and moccasins to be given away to patrons of Batavia Downs Gaming in the total amount of \$30,480.00.

A motion was made by Director Horton, seconded by Director Ricci, and passed unanimously to be carried to the full Board.

Upon motion by Director May and seconded by Director Haberer a roll call vote was taken. The motion passed for Mark It Smart for promotional items such and Buffalo Bills fleece blankets and moccasins in the total amount of \$30,480.00. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #06-2022**

The Resolution #12-2022 was presented to purchase a block of six (6) tickets from the Riviera theatre for the 2022 season in the amount not to exceed \$20,000.00.

A motion was made by Director Horton, seconded by Director Lauderdale, and passed unanimously to be carried to the full Board.

Advertising Committee Report continued:

Upon motion by Director May and seconded by Director Horton a roll call vote was taken. The motion passed to purchase a block of six (6) tickets from the Riviera theatre for the 2022 season in the amount not to exceed \$20,000.00. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #12-2022**

The Resolution #13-2022 was presented for Mark It Smart for items such as Buffalo Bills gaiters and gloves to be used as promotional items to be given away to patrons at Batavia Downs Gaming in the total amount of \$21,600.00.

A motion was made by Director Ricci, seconded by Director Horton, and passed unanimously to be carried to the full Board.

Upon motion by Director May and seconded by Director Horton a roll call vote was taken. The motion passed to purchase items from Mark It Smart such as Buffalo Bills gaiters and gloves to be used as promotional items to be given away to patrons at Batavia Downs Gaming in the total amount of \$21,600.00. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #13-2022**

The Resolution #16-2022 was presented to acknowledge that Growth Marketing of New York, LLC. is now operating under the name Excel Media to provide marketing and advertising assistance.

A motion was made by Director May, seconded by Director Bianchi, and passed unanimously to be carried to the full Board

Upon motion by Director May and seconded by Director Lauderdale a roll call vote was taken. The motion passed to acknowledge that Growth Marketing of New York, LLC. is now operating under the name Excel Media to provide marketing and advertising assistance. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #16-2022**

The Advertising & Promotions Committee meeting adjourned at 3:38 p.m.

Audit Committee Report:

The Audit Committee did not meet.

Batavia Downs Operations Committee Report:

Committee Chairman Morgan reported the Batavia Downs Operations Committee meeting was held on Wednesday February 23, 2022 at 1:51 p.m. and the following items were discussed.

Mr. Sean Schiano, General Manager of Gaming provided a Live Racing update.

Mr. Schiano provided gaming statistics to the Committee. A request was submitted for additional games.

Mr. Wojtaszek updated the committee discussing the volume of occupancy with the help of continuity items the hotel produces weekly revenue.

Mr. Wojtaszek provided a warehouse project update. The concrete floor will be poured on March 2nd. The warehouse should be utilized by early April or sooner.

Mr. Wojtaszek provided a Park Rd. update. There will be a pre-construction meeting on March 2nd. The water main pipe is scheduled to be delivered March 1st.

The Resolution #07-2022 was presented to purchase a walk-in cooler and walk-in freezer from B & G Food Service Equipment, the lowest responsible bidder in the amount of \$49,175.00.

A motion made by Director Winter and seconded by Director Lauderdale and passed to be carried to the full Board.

Upon motion by Director Morgan and seconded by Director Wamp a roll call vote was taken. The motion passed to purchase a walk-in cooler and walk-in freezer from B & G Food Service Equipment, the lowest responsible bidder in the amount of \$49,175.00. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #07-2022**

The Resolution #08-2022 was presented to purchase various Food & Beverage items from W.B. Mason Co. Inc. for the period April 1, 2022 to March 31, 2024 in the amount not to exceed \$150,000.00.

A motion made by Director Siebert and seconded by Director Haberer and passed to be carried to the full Board.

Batavia Downs Operations Committee Report continued:

Upon motion by Director Morgan and seconded by Director Lauderdale a roll call vote was taken. The motion passed to purchase various Food & Beverage items from W.B. Mason Co. Inc. for the period April 1, 2022 to March 31, 2024 in the amount not to exceed \$150,000.00. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #08-2022**

The Resolution #15-2022 was presented as part of a Federal Bid on the Omnia contract, for Trane U.S. Inc. for the replacement of the fan on the cooling tower of the HVAC unit at Batavia Downs Gaming & Hotel in the amount of \$22,280.00.

A motion made by Director Winter and seconded by Director Haberer and passed to be carried to the full Board.

Upon motion by Director Morgan and seconded by Director Ricci a roll call vote was taken. The motion passed for the replacement of the fan on the cooling tower of the HVAC unit at Batavia Downs Gaming & Hotel from Trane U.S. Inc. in the amount of \$22,280.00. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #15-2022**

The Resolution #17-2022 was presented for a five (5) year service agreement with Toast, Inc. a single source provider for the customizable Point of Service system for a one time cost of \$35,909.00 in the monthly amount of \$2,040.00

A motion made by Director Winter and seconded by Director Lauderdale and passed to be carried to the full Board.

Upon motion by Director Morgan and seconded by Director Siebert a roll call vote was taken. The motion passed for a five (5) year service agreement with Toast, Inc. a single source provider for the customizable Point of Service system for a one time cost of \$35,909.00 in the monthly amount of \$2,040.00. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #17-2022**

The following Resolution #19-2022 was added as a Late Item.

Upon motion by Director Morgan and seconded by Director Winter to waive the rules for the Resolution #19-2022, a voice vote was taken and passed unanimously.

Batavia Downs Operations Committee Report continued:

The Resolution #19-2022 was presented to opt into the ongoing sewer project proposal by the Town of Batavia for the Batavia Downs location in the amount of \$190,212.00.

Upon motion by Director Morgan and seconded by Director Haberer a roll call vote was taken. The motion passed to opt into the ongoing sewer project proposal by the Town of Batavia for the Batavia Downs location in the amount of \$190,212.00. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #19-2022**

The Batavia Downs Operations Committee meeting adjourned at 2:30 p.m.

Branch Operations Committee Report:

Vice-Chairman of the Board Morgan reported the Branch Operations Committee meeting was held on Wednesday February 23, 2022 at 9:32 a.m. and the following items were discussed.

Ms. Dina Pane, General Manager of OTB Operations reported that the 148th Kentucky Derby will be held on May 7th this year. She is working with Mr. Hasenauer on getting t-shirts, glasses and pins ordered for give-a-ways. Ms. Pane also reported that she is working with Maintenance to get the Branches "freshened up" before the Derby.

Ms. Pane informed the Committee that the paperwork for a new EZ Bet in Steuben County, the Dark Horse Saloon, has been turned into the Gaming Commission and we are waiting on approval.

Ms. Pane reported that the Batavia Bets handle is down, mostly due to the competing sports betting.

The Resolution #10-2022 was presented to enter into a five (5) year agreement with EBET Technologies, Inc. that will provide a platform for online wagering for all pari-mutuel wagers accepted and processed by EBET in an amount equal to 2.15% of the adjusted gross handle.

Upon motion by Director Bombardo, seconded by Director Bianchi and passed unanimously for Resolution #10-2022 – EBET to be carried to the full Board.

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Branch Operations Committee Report:

Upon motion by Director Bassett and seconded by Director Bombardo a roll call vote was taken. The motion passed to enter into a five (5) year agreement with EBET that will provide a platform for online wagering for all pari-mutuel wagers accepted and processed by EBET in an amount equal to 2.15% of the adjusted gross handle. Ayes: 12; Nays: 0; Absent: 4; Parmer-Garner; Lattimore; Warthling; Barnes; Vacant: 1; Chautauqua. **See Resolution #10-2022**

The Branch Operations Committee adjourned at 9:55 a.m.

New Business:

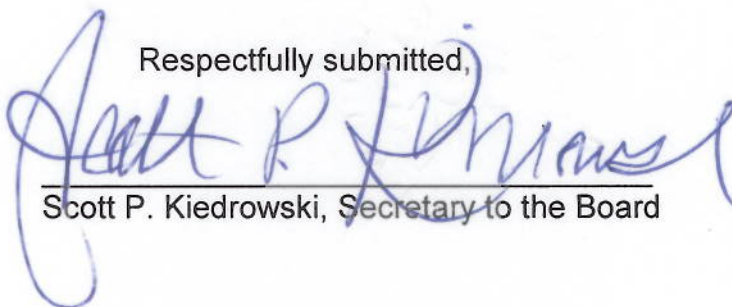
The next Committee and Board meeting is scheduled for March 23 and 24, 2022 respectively.

Chairman Bianchi thanked Mr. Todd Haight for the great job he has done through the years for Batavia Downs. Mr. Wojtaszek extended his gratitude to Mr. Haight and wishes him the best in his retirement.

Adjournment:

A motion made by Director Winter to adjourn seconded by Director Haberer the meeting was adjourned at 10:40 a.m.

Respectfully submitted,



Scott P. Kiedrowski, Secretary to the Board

/pma

RESOLUTION #06-2022

WHEREAS, as part of its ongoing patron attraction and retention program, Western Regional Off-Track Betting Corporation ("Western") purchases various promotional items that are given away to patrons of Batavia Gaming; and

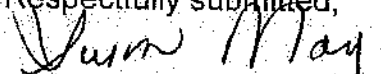
WHEREAS, Western has sent out an RFP requesting pricing for Buffalo Bills moccasins and Buffalo Bills fleece blankets and Mark-It-Smart Inc. ("Smart") was the lowest responsible bidder to purchase those items as set forth in the attached schedule to this resolution.

WHEREAS, Staff requests that the Board approve the above referenced purchase of Buffalo Bills moccasins and Buffalo Bills fleece blankets to be used as promotional items from Smart to be given away to various patrons of Batavia Gaming in an amount not to exceed each of the specific amounts set forth in the attached schedule, and in the total amount of \$30,480.00; and therefore

BE IT RESOLVED, that the Board of Directors of Western hereby acknowledges and approves that Western enter into a series of purchase agreements with Smart for the purchase of Buffalo Bills moccasins and Buffalo Bills fleece blankets to be given away to various patrons of Batavia Gaming in the total amount of \$30,480.00; and further

RESOLVED, that the Board of Directors of Western hereby authorizes an officer of Western to execute any such agreements in furtherance of this resolution.

Respectfully submitted,



Susan May, Chairperson
Advertising & Promotions Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #06-2022 was duly put to a vote on roll call, which resulted as follows: **Mark It Smart**

Motion by Director May, seconded by Director Haberer

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.


 Secretary

RESOLUTION - #07-2022

WHEREAS, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation ("Western") to operate its Batavia Downs location in the most efficient manner possible, while providing a comfortable experience to our patrons; and

WHEREAS, Western requires that a new walk-in cooler and walk-in freezer be purchased and installed in the new warehouse facility at the Batavia Downs location; and

WHEREAS, Western has sent out an RFP requesting pricing for a new walk-in cooler and walk-in freezer as per specifications provided and B&G Food Service Equipment ("B&G") was the lowest responsible bidder to purchase those items as set forth in the attached schedule to this resolution for the total amount of \$49,175.00; and

WHEREAS, Staff recommends that the Board approves the purchase of the walk-in cooler and walk-in freezer from B&G as set forth herein; now therefore

BE IT RESOLVED, that the Western's Board of Directors hereby approves the purchase of a walk-in cooler and walk-in freezer from B&G in an amount not to exceed \$49,175.00; and

BE IT FURTHER RESOLVED, that an officer of Western is hereby authorized to execute an agreement that reflects the Board's actions.

Respectfully submitted,



Edward Morgan, Chairman
Batavia Downs Operations Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #07-2022 was duly put to a vote on roll call, which resulted as follows: **B & G Food Service Equipment**

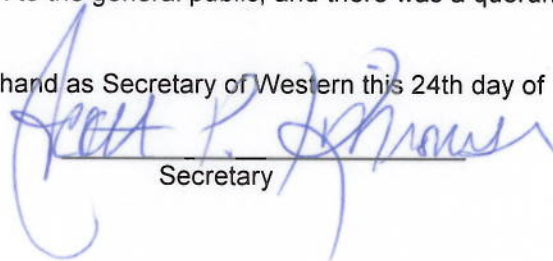
Motion by Director Morgan, seconded by Director Wamp

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.


 Secretary

RESOLUTION #08-2022

WHEREAS, Western Regional Off-Track Betting Corporation ("Western") purchases various products as needed to service the Food and Beverage Department at the Batavia Downs Gaming facility on an as-needed basis; and

WHEREAS, Western invited bids for various items as set forth on the attached schedule; and

WHEREAS, the Staff has compared pricing from various available vendors and is recommending such items be purchased from W.B. Mason Co. Inc. ("Mason") for the period of April 1, 2022 to March 31, 2024; and,

RESOLVED, that the Board of Directors of Western approve the purchase of various items as set forth on the attached schedule to this resolution in the total amount not to exceed \$150,000.00 from Mason for the period of April 1, 2022 to March 31, 2024; and further

BE IT RESOLVED, that an Officer of Western is authorized to execute any agreement in furtherance of the Boards approval of this resolution.

Respectfully submitted,



Edward Morgan, Chairman
Batavia Downs Operations Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #08-2022 was duly put to a vote on roll call, which resulted as follows: **WB Mason. Inc**

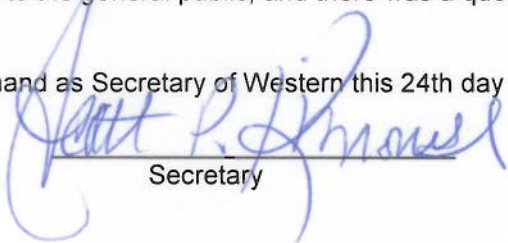
Motion by Director Morgan, seconded by Director Lauderdale

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.


 Secretary

RESOLUTION #09-2022

WHEREAS, the Western Regional Off-Track Betting Corporation ("Western") has been the subject of media attention based upon unfounded allegations and an alleged investigation of Western; and

WHEREAS, Western has previously engaged the Connors LLP Law Firm to represent Western in its efforts to deal with any such allegations, including to interact with any authority regarding such matters; and

WHEREAS, the Board of Western wishes to continue to use the Connors LLP Law Firm to handle such matters in an additional amount not to exceed \$75,000.00; and, therefore be it

RESOLVED, that the Board of Directors of Western hereby approve the continued utilization of the Connors LLP Law Firm to represent Western in an additional amount not to exceed \$75,000.00.

Respectfully Submitted,



Elliott Winter, Chairman
Personnel Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #09-2022 was duly put to a vote on roll call, which resulted as follows: **Connors LLP**

Motion by Director Winter seconded by Director Morgan

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.


 Secretary

RESOLUTION - #10-2022

WHEREAS, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation ("Western") to operate its online wagering site in an efficient manner, while providing the best experience available to our customers; and

WHEREAS, Western operates Batavia Downs as well as off-track wagering and simulcast facilities which provides interactive products and advance deposit wagering services to our customers; and

WHEREAS, the EBET Technologies, Inc. ("EBET") provides a platform which offers comprehensive and customizable interactive products and advance deposit wagering; and

WHEREAS, staff recommends that Western enter into a five (5) year agreement with EBET whereby EBET will provide a platform for its online wagering product for a fee for all pari-mutuel wagers accepted and processed by EBET in an amount equal to 2.15% of the adjusted gross handle; and now therefor

BE IT RESOLVED, that Western's Board of Directors agree to enter into an agreement with EBET to provide a platform to Western for its online wagering as set forth above and per the attached agreement; and

BE IT FURTHER RESOLVED, that an officer of Western is hereby authorized to enter into such an agreement that reflects the Board's actions.

Respectfully submitted,

Michelle Parmer-Garner
Branch Operations Committee

Dated: February 24, 2022
Batavia, New York

ADW SERVICES AGREEMENT

THIS ADW SERVICES AGREEMENT (the "Agreement") is made and entered into as of this 25 day of February, 2022 (the "Effective Date"), by and between **EBET TECHNOLOGIES, INC.**, a Nevada limited liability company with an office address at One Hamden Center, 2319 Whitney Ave., Suite 5-A, Hamden, Connecticut 06518 ("COMPANY"), and **WESTERN REGIONAL OFF-TRACK BETTING CORPORATION**, a New York public benefit corporation with a principal place of business at 8315 Park Road, Batavia, NY 14020 ("CUSTOMER") (each a "Party", and collectively, the "Parties").

WHEREAS, CUSTOMER operates certain racing properties and/or off-track wagering and simulcast facilities in the State of New York (collectively, the "Facilities") and provides certain interactive products and advance deposit wagering ("ADW") services to its ADW account holders ("Account Holders") in the State of New York and other states as permitted by applicable law; and

WHEREAS, CUSTOMER is licensed by the New York State Gaming Commission (the "Commission") to provide pari-mutuel and simulcast wagering; and

WHEREAS, COMPANY offers comprehensive and customizable interactive products and advance deposit wagering ("ADW") services; and

WHEREAS, CUSTOMER desires to provide certain interactive products and ADW services to account holders ("Account Holders") in the State of New York, and other states as permitted by applicable law via certain ADW platforms managed and operated by COMPANY (the "ADW Platform"); and

WHEREAS, CUSTOMER desires to receive and COMPANY desires to furnish the specific services as called for by this Agreement, as further described in Exhibit A of this Agreement (the "Services"); and

WHEREAS, the Parties recognize that they offer services in a highly regulated business and that the subject matter of this Agreement, including the services provided herein, will be expressly subject to the laws, regulations and rules of the United States, the State of New York, various other jurisdictions, and subject to the approval of the Commission, and/or other regulatory authorities, as well as other race tracks and racing associations in some instances.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises and the mutual covenants hereinafter set forth, the Parties hereto agree as follows:

Section 1. PROVISION OF SERVICES. Subject to the terms and conditions of this Agreement, COMPANY agrees to provide the Services, more specifically described in Exhibit A of this Agreement, along with the technical expertise, equipment, and personnel necessary to operate an ADW system on behalf of CUSTOMER for the benefit of its Account Holders. The conduct and control of the Services will be under the authority of COMPANY, subject to the reasonable requests of CUSTOMER. COMPANY shall perform the Services in accordance with

industry standard procedures, and the requirements of all applicable governmental laws, rules, and regulations.

COMPANY reserves the right, in its discretion, to amend the Services described in Exhibit A upon reasonable notice to CUSTOMER to reflect upgrades, enhancements, and improvements to the Services and the ADW Platform and, in certain circumstances, elimination or retirement or replacement of ADW Platform(s) and its features (or provision of replacement features).

Section 2. IMPLEMENTATION.

Following full execution of this Agreement, COMPANY shall deploy the Services to the general public, on a schedule to be agreed between the Parties. The implementation date for the Services shall be the date the first live, non-test wager is accepted through the ADW Platform (the "Implementation Date"). CUSTOMER acknowledges that performance by COMPANY hereunder is necessarily contingent on CUSTOMER's prompt compliance with its obligations and satisfying all deliverables required in connection with deployment of the Services.

Section 3. TERM. This Agreement shall be in full force and effect commencing on the Effective Date and continue for a period of five (5) years, commencing on the Implementation Date (the "Term"), unless sooner terminated or extended as provided herein.

Section 4. COMPENSATION FOR SERVICES.

A. **Fees.** Commencing on the Implementation Date and during the Term, CUSTOMER shall pay to COMPANY a fee for all pari-mutuel wagers accepted and processed through the Services in an amount equal to 2.15% of the Adjusted Gross Handle (as defined herein) processed through the Services (the "Services Fee"). "Adjusted Gross Handle" is defined as the gross handle accepted through the Services, minus cancellations and refunds.

B. **Payment.** The Services Fee shall be paid on a monthly basis as provided for in Section 7 of this Agreement.

Section 5. COMPANY RESPONSIBILITY FOR COSTS. COMPANY shall be responsible for all Equibase/Trackmaster fees. COMPANY reserves the right to pass on any portion of these fees to CUSTOMER. COMPANY shall be solely responsible for all operating costs associated with the provision of the Services unless otherwise agreed to in writing by the Parties or as provided in this Agreement.

Section 6. CUSTOMER RESPONSIBILITY FOR COSTS. In addition to the fees set forth in Section 4 of this Agreement, CUSTOMER shall be responsible for all tote fees, interface fees, video and replay streaming, age and location verification fees, simulcast fees, state taxes, licensing fees, bonding premiums, and all other license-related fees and expenses required for CUSTOMER to offer the Services to its Account Holders, source market fees, surcharges, settlement fees, banking and payment processing fees, including funding chargebacks and associated fees, and the cost of any other third-party services not specifically the responsibility of COMPANY, including the Domain Obligations specified in Section 10, those third-party funding services provided by COMPANY to CUSTOMER as set forth on Exhibit B (the "Third-Party Funding Services"). Both Parties acknowledge and agree that CUSTOMER shall be responsible for call center

operations and customer care services, provision of marketing content for the Site, hosting and managing of Site homepage and associated content, the negotiation and execution of any and all contracts with host tracks, and settlement services as may be necessary for the operation of the Services in accordance with applicable laws and regulations.

CUSTOMER shall pay COMPANY's costs and charges for any changes to the computer software or hardware used in the provision of the Services that are required due to a change in any applicable law, regulation, or other governmental imposition ("Regulatory Change"). The costs and charges for Regulatory Changes shall be computed on the basis of COMPANY's then-current hourly rates or direct hardware costs.

Section 7. FUNDS, TRANSFERS AND REPORTS. CUSTOMER and COMPANY shall be jointly responsible for establishing and maintaining banking accounts for ADW Account Holder funds as may be required by applicable law. COMPANY shall have authority and responsibility to manage such accounts for the purposes of accepting and processing wagers and Account Holder deposits via Third-Party Funding Services.

On a monthly basis, no later than thirty (30) calendar days after the close of the previous month and receipt of COMPANY's invoice therefor, the Parties shall cause to be transferred via ACH or other mutually agreeable method all amounts owed pursuant to this Agreement. Each Party shall provide monthly reports to the other Party as may be required for reconciliation purposes, or upon reasonable request by either Party.

Section 8. LICENSING. CUSTOMER shall be the ADW licensee for the conduct of ADW as provided by this Agreement. COMPANY shall cooperate with CUSTOMER's licensing efforts required for CUSTOMER to conduct ADW within the State of New York. CUSTOMER shall be solely responsible for obtaining approvals from any horsemen's association(s), to the extent necessary. Both Parties shall assist in the preparation of any application and related documents, business plan or proposal, appear at any hearings as may be required, provide reasonable information, and cooperate in any background inquiries related to such licenses and approvals. CUSTOMER shall be responsible for all bonding premiums and fees incurred in relation to such licensing and approval processes.

Maintenance of the necessary licenses and approvals from the Commission to accept ADW wagers from New York residents and residents of other states, if applicable is a precondition to COMPANY's performance of its obligations under this Agreement. The Parties acknowledge and agree that the Implementation Date as set forth in this Agreement is subject to the Parties obtaining all necessary licenses and approvals from the Commission and other regulatory authorities, as applicable.

Section 9. EXCLUSIVITY. CUSTOMER acknowledges that COMPANY may engage in other ADW operations and shall be free to contract for similar services to be performed for other entities. During the Term, COMPANY shall be the exclusive provider of the Services and CUSTOMER shall not contract with any ADW service provider other than COMPANY or promote any ADW services or websites other than those operated or provided by COMPANY or its affiliates. CUSTOMER will not permit or endorse any advertising or promotion of any kind of

account wagering services other than those approved by COMPANY. The restrictions described in this section shall not restrict or limit CUSTOMER from engaging in phone wagering.

Section 10. PROPRIETARY RIGHTS.

(a) COMPANY owns or has the legal right to use, all technology pertaining to the provisions of the Services, including but not limited to software relating to the Services, free and clear of all liens and encumbrances and without infringing on the proprietary rights of any third party. All information (except CUSTOMER's Account Holder list (the "Customer List") and Confidential Information regarding Account Holders), know-how, equipment, programming, software, patents, trademarks, copyrights, trade secrets, plans, drawings, specifications and documentation of COMPANY, and all other property of COMPANY, real or personal, tangible or intangible, of any nature whatsoever, used or developed by COMPANY in the course of the performance of this Agreement, including, without limitation, the Equipment and Software furnished with the Services, shall be and remain the sole property of COMPANY and neither CUSTOMER nor any other party shall have any proprietary interest therein. CUSTOMER shall furnish and own exclusively the rights to any Internet domain names associated with the Services, including the Site (collectively, "Domain Name"), and shall be responsible for: (i) any associated registration or payment of registration fees; (ii) registration and cost of all SSL certificates; (iii) Domain Name verification processes; and (iv) all Domain Name maintenance and/or renewal fees (collectively the "Domain Obligations"). CUSTOMER shall designate COMPANY as an administrator of any Internet Domain Names as necessary in connection with the provision of the Services. CUSTOMER's failure to perform the Domain Obligations shall result in a suspension of the Services. CUSTOMER may request that COMPANY perform the Domain Obligations and COMPANY, to the extent it has the capability to do so, may perform the obligations at a commercially reasonable price.

(b) All information (including the Customer List and Confidential Information regarding Account Holders), know-how, equipment, programming, software, trademarks, trade secrets, performance data, plans, drawings, specifications and documentation of CUSTOMER, and all other property of CUSTOMER, real or personal, tangible or intangible, of any nature whatsoever, used or developed by CUSTOMER in the course of performance of this Agreement, including, without limitation the Customer List and other Confidential Information about Account Holders, and wagering data generated by the Services, shall be and remain the sole property of CUSTOMER, and neither COMPANY nor any other party shall have any proprietary interest therein. COMPANY agrees that the Customer List shall be and remain the sole property of CUSTOMER. COMPANY further agrees that the Customer List shall not be shared by COMPANY with any third party and/or used by COMPANY for any reason.

Section 11. INTELLECTUAL PROPERTY.

(a) COMPANY agrees to defend at its own cost and expense all intellectual property infringement claims or intellectual property litigation (including any claim for damages or royalties which may be made or instituted against CUSTOMER, or to which CUSTOMER may be a party), based upon or by reason of the installation and operation of the Service, uncombined with any equipment or device not furnished or required by COMPANY, and to indemnify and save CUSTOMER harmless against any damages or liability incurred or sustained by CUSTOMER by

reason of any such intellectual property claim or litigation. CUSTOMER shall notify COMPANY promptly in writing of any claim of infringement for which COMPANY is responsible, shall cooperate with COMPANY in every reasonable way to facilitate the defense of any such claim and shall allow COMPANY to have sole control of the defense of any such claim, suit or cause of action and all negotiations for the settlement or compromise thereof. Should any of the Service become or in COMPANY's opinion be likely to become the subject of a claim for infringement, COMPANY shall at its own expense and option, either procure for CUSTOMER the right to continue using any component of the Service or replace the same with a non-infringing alternative with the same functionality or modify the Service so that it becomes non-infringing; provided, however, if any equipment or software is replaced or modified such replacements or modifications shall result in equally suitable substitute equipment. This Section 11 shall survive cancellation or termination of this Agreement.

(b) THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF THE PARTIES HERETO FOR INFRINGEMENT OR THE LIKE OF PATENTS, TRADEMARKS, TRADE SECRETS, AND COPYRIGHTS, WHETHER DIRECT OR CONTRIBUTORY, AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY IN REGARD THERETO, INCLUDING WITHOUT LIMITATION, THE WARRANT AGAINST INFRINGEMENT SPECIFIED IN THE UNIFORM COMMERCIAL CODE.

Section 12. CONFIDENTIALITY. Each Party shall in all respects honor and maintain the confidentiality of such confidential or proprietary information as may be disclosed by the other Party, and shall not use or disclose to others any such information, except for purposes of performing this Agreement. Confidential Information shall not include information in the public domain, rightfully acquired from a third party, already known or independently developed without breach of this Agreement. Both Parties acknowledge that, for the purposes of this Agreement, "**Confidential Information**" includes the Customer List and all information regarding Account Holders, their personal information, and wagering activity (including name, address, phone number, email address, login name, password, Social Security number, banking information, and account balance). Accordingly, each Party shall use its best efforts to restrict access to such Confidential Information and will use security procedures that will minimize the risk of theft or unauthorized use of such information. Each Party shall hold all such Confidential Information in confidence and shall only disclose such information to its authorized personnel and agents with a need to know such information, and take all reasonable precautions to prevent disclosure to other parties. Each Party acknowledges that such information may be disclosed to regulatory authorities in various jurisdictions or any other federal, state, or local governmental entity as may be required by law.

Section 13. COMPLIANCE WITH LAW.

(a) Each Party specifically acknowledges that the other Party is subject to the wagering and licensing requirements of various jurisdictions and is obliged to take reasonable efforts to determine the suitability of its business associates. Each Party agrees to cooperate fully with the other Party in providing it with any information (which shall be kept confidential), of whatever nature, that such Party deems necessary or appropriate in assuring itself that the other Party possesses the good character, honesty, integrity, and reputation applicable to those engaged in the

wagering industries and specifically represents that there is nothing and there will not be anything in such Party's background, history, or reputation that would be deemed unsuitable under the standards applicable to the wagering industries. If, during the term of the Agreement, a Party is notified by any regulatory agency that the conduct of business with the other Party will jeopardize that Party's license or ability to be licensed or if either Party reasonably concludes that the other Party fails to meet the above criteria, it shall be a material default of this Agreement.

(b) Each Party will comply with all federal and state laws, including, without limitation, those related to wagering, financial and anti-money laundering, and the Interstate Horse Racing Act of 1978, as amended.

(c) Each Party, at its own cost and expense, shall procure and keep in force all permits and licenses required by law that are necessary in order to permit it to discharge its obligations under this Agreement and shall comply with all applicable laws and regulations.

(d) Each Party shall keep and maintain proper records and books of accounts and make true and complete entries therein of all appropriate information relating to the operation of wagering.

(e) Each Party will comply with any cease and desist order issued by any State or federal regulatory agency and will immediately inform the other Party of any cease and desist order.

(f) Each Party to this Agreement shall bear the sole responsibility for all legal consequences arising from its breach of this Agreement and will maintain any such license and/or approval required by their respective governing bodies.

Section 14. INSPECTION AND AUDIT RIGHTS. Upon ten (10) days' written request, either Party or its representative shall be permitted, at such Party's sole expense, the right to audit and review the financial records and all related supporting documentation of the other Party as they relate to this Agreement during regular business hours, provided however, that no audit (other than the first audit) may be conducted less than one (1) year after the previous audit.

Section 15. DISCLAIMER OF IMPLIED WARRANTY. COMPANY warrants that the Services provided hereunder shall be provided in a professional manner free of neglect or willful misconduct. COMPANY does not represent or warrant that the Services will be entirely free from error or defect, nor shall COMPANY be deemed in breach of this Agreement due to or resulting from errors or defects from any third party or for any cause related to services or information provided by such third parties, or acts or neglect of CUSTOMER, its agents or employees, or of any third party, or from any other cause not within the control of COMPANY. COMPANY hereby disclaims to the fullest extent authorized by applicable law any and all warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose,

and specifically disclaims any representation or warranty that the Services provide or assures compliance with federal or state anti-money laundering or financial reporting laws.

Section 16. REPRESENTATIONS OF COMPANY. COMPANY acknowledges and represents that:

(a) it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference;

(b) neither the execution nor the delivery of this Agreement, nor the performance of the Services contemplated hereunder will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which COMPANY is bound or conflict with any state or federal law;

(c) COMPANY has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder;

(d) the parties executing this Agreement on behalf of COMPANY are fully authorized to do so; and

(e) there is no litigation in progress or known by COMPANY to be threatened that could have a material adverse effect on the transactions contemplated by this Agreement.

Section 17. REPRESENTATIONS OF CUSTOMER. CUSTOMER acknowledges and represents that:

(a) it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference;

(b) neither the execution nor the delivery of this Agreement, nor the performance of the services contemplated hereunder will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which it is bound or conflict with any state or federal law;

(c) it has full power, authorization, and approval to enter into this Agreement and to carry out their obligation hereunder;

(d) the parties executing this Agreement on behalf of CUSTOMER are fully authorized to do so; and

(e) there is no litigation in progress or known by CUSTOMER to be threatened, which could have a material adverse effect on the transactions contemplated by this Agreement.

Section 18. DEFAULT.

(a) By CUSTOMER. In the event CUSTOMER: (i) fails to pay any of the compensation, charges or costs when due and such failure is not corrected within five (5) business

days after receipt of COMPANY's written notice of a monetary default, or (ii) fails to perform or abide by any of the material covenants and agreements on its part to be performed as required under this Agreement, and such failure shall not be corrected within thirty (30) calendar days after receipt of COMPANY's written notice of such non-monetary default, then COMPANY may, in addition to any other remedies it may have at law or equity:

(i) withhold the Services entirely, without liability to COMPANY for any damages of any nature whatsoever, except as provided in Section 22 of this Agreement until such time as the breach by CUSTOMER has been cured; or

(ii) terminate this Agreement, effective on the date specified in written notice to CUSTOMER of such termination, which date shall be not less than thirty (30) calendar days from the date of the notice, and be released and discharged from any and all liability or obligation hereunder.

(b) By COMPANY. In the event that COMPANY shall materially default in the performance of any provision of this Agreement, and such default shall not be cured within a period of thirty (30) calendar days after written notice is received by COMPANY specifying such default, then CUSTOMER may terminate this Agreement by delivering to COMPANY written notice of such termination.

(c) In the event of any termination of any approval or license that either Party to this Agreement is required to procure and maintain, or in the event that either Party: (i) is ordered or required by any regulatory authority to terminate this Agreement; (ii) is advised in writing by a regulatory authority that a license, permit, or approvals required for the conduct of its business may be in jeopardy as a result of this Agreement; or (iii) is affected by a change in existing regulation or law making it commercially impracticable to continue without modification to this Agreement, then the Party so ordered, notified, or affected may deliver written notice of same to the other Party, and if the facts underlying the order or notice cannot be cured within thirty (30) calendar days, the other Party shall have the right to terminate this Agreement at the end of the thirty (30)-day period.

(d) If either Party becomes insolvent, ceases to do business as a going concern, files or has filed against it a petition in bankruptcy or for arrangement or reorganization, or has a receiver appointed it, then the other Party may elect to terminate this Agreement by providing not less than thirty (30) calendar days' prior written notice.

(e) Upon expiration or termination of this Agreement: (i) each Party shall return all property belonging to the other Party; (ii) the Parties shall exchange all information necessary for a final reconciliation of amounts due hereunder; (iii) COMPANY shall transfer to CUSTOMER the Customer List and related Confidential Information regarding Account Holders as CUSTOMER reasonably instructs; (iv) no later than thirty (30) calendar days after expiration or termination, settlement of all outstanding fees and sums due under this Agreement shall be made; and (v) COMPANY shall cooperate in transitioning CUSTOMER's ADW operation as reasonably requested by CUSTOMER; provided that CUSTOMER shall reimburse COMPANY for all costs incurred by COMPANY in connection with such transition.

Section 19. ARBITRATION. Except for actions by COMPANY to collect sums due to COMPANY, as to which COMPANY may elect to waive arbitration and to bring suit in any court of competent jurisdiction having personal jurisdiction over CUSTOMER or its property any controversy or claim not resolved by the Parties arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Venue for the conduct of the arbitration shall be New Haven, Connecticut, except that, at the direction of the arbitral tribunal or with the consent of the Parties, particular hearings in aid of such arbitration may be held in other places. The arbitral tribunal shall render its reasoned award on any claims and counterclaims within six (6) months after the filing of a demand for arbitration. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties expressly agree as a term of their agreement to arbitrate that the factual findings of the arbitral tribunal shall be final absent manifest or material error and rulings on questions of law or mixed questions of fact and law shall be reviewed under the "clearly erroneous" standard of review and not under a "manifest disregard of the law" or other standard, notwithstanding federal, state, or commonwealth decisional or other law concerning such standards to the contrary.

Section 20. INDEMNIFICATION. Each Party to this Agreement shall defend, as its sole responsibility, any claim, suit or proceeding brought against the other Party to this Agreement insofar as such claim, suit or proceeding is based upon a claim by a third party alleging facts or circumstances that, if true, would constitute a breach of any covenant, representation or warranty of such indemnifying Party set forth in this Agreement, provided that the Party entitled to indemnity gives written notice of any claim, suit or proceeding promptly upon first learning of same, and provides the indemnifying Party, at no cost, with such assistance and cooperation as the indemnifying Party may reasonably request in the defense thereof. The provisions of this Section 20 shall apply to any such claim, suit or proceeding, regardless of the jurisdiction, venue, tribunal, and/or-governing law. The indemnifying Party shall pay any damages, costs, and/or fines (to the extent that such payment of fines is not held by a court of competent jurisdiction to be either illegal or against public policy) assessed against the Party entitled to indemnity (or paid or payable by such Party pursuant to a settlement agreement or any other resolution, formal or informal, provided that such settlement agreement or other resolution is approved by the indemnifying Party, which approval shall not be unreasonably withheld or delayed) in connection with such claim, suit or proceeding. The indemnifying Party shall indemnify and hold the Party entitled to indemnity harmless from and with respect to any such loss, damage, and/or fine (including reasonable attorneys' fees and costs). CUSTOMER hereby acknowledge that any claims by any horsemen's association, racing commission, host track (as that term is used in the racing industry), or any former ADW service provider shall be subject to this right of indemnity described above.

Section 21. LIMITATIONS OF LIABILITY.

(a) COMPANY's total cumulative liability in connection with this Agreement, whether in contract, tort, or otherwise, will not exceed the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) per each annual period beginning on the Implementation Date.

(b) Neither Party will be liable to the other Party for any incidental, indirect, special, exemplary, or consequential damages, including, but not limited to, time, savings, goodwill, or cost of replacement goods or services, whether foreseeable or unforeseeable, that may arise out of

or in connection with the subject matter of this Agreement, regardless of theory of liability, even if such damages were foreseeable.

Section 22. FORCE MAJEURE. Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of nature, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, communications, power, and electronic failures, including common carrier failures, Internet service provider disruptions, insurrections, and/or any other cause beyond the reasonable control of the Party whose performance is affected. Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, banking institutions, and carriers, or that Party's failure to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

Section 23. RELATIONSHIP OF PARTIES. Each Party acknowledges and agrees that COMPANY is an independent contractor and is not to be considered a partner, joint venture, or employee of CUSTOMER for any purpose whatsoever under this Agreement.

Section 24. THIRD-PARTY BENEFICIARIES. Each Party acknowledges and agrees that there are no third-party beneficiaries to this Agreement.

Section 25. WAIVER. The waiver by either Party of any right hereunder shall not be deemed a waiver of any other right hereunder. Any waiver, amendment or other modification of any provisions of this Agreement shall be effective only if in writing and signed by the Parties.

Section 26. NOTICE. All notices or communication hereunder shall be given to the respective Parties hereto in writing and shall be sent through the United Postal Service by Registered or Certified mail, return receipt requested, to the address stated below or to such other address as either Party shall designate by written notice to the other Party.

TO COMPANY:

eBet Technologies, Inc.
Attn: President
One Hamden Center
2319 Whitney Ave., Ste. 5-A
Hamden, CT 06518

with a copy to:

Global Tote US, LLC
Attn: Legal
One Hamden Center

2319 Whitney Ave., Ste. 5-A
Hamden, CT 06518

TO CUSTOMER:

Batavia Downs Gaming Western Regional OTB
8315 Park Rd. Batavia, NY 14020
Attn.: Henry Wojtaszek, CEO and President

Section 27. ASSIGNMENT. No Party may assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempted assignment or delegation without such written consent will be void. Consent shall not be required in the event of an assignment to a direct subsidiary or affiliate made solely for the purposes of internal corporate restructuring or as a requirement of any licensure process.

Section 28. INTEREST AND ATTORNEYS' FEES. If any sums due pursuant to this Agreement are not paid timely pursuant to the terms hereof, interest at the rate of two percent (2%) over LIBOR calculated daily based upon a 360-day year or to the extent allowed by law, if less, starting from the day immediately following the due date shall be imposed on such amounts. In addition to any other relief awarded, the prevailing Party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

Section 29. ENTIRE AGREEMENT. This Agreement, including all exhibits which are incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Section 30. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed, controlled and interpreted by the laws of the State of New York. Any action at law or in equity arising under this Agreement shall be filed only in an appropriate State or federal court located in the State of New York. Each Party hereby consents and submits to the personal jurisdiction of such courts for the purpose of litigating any such action.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

EBET TECHNOLOGIES, INC.

By: 
Name: James D. Birney
Title: Officer/Treasurer

**WESTERN REGIONAL OFF-TRACK
BETTING CORPORATION**

By: 
Name: Henry F. Woychick
Title: President + CEO

EXHIBIT A

SERVICES

1) Digital Wagering Platform

The Digital Platform will include the principal features and functionality described in this paragraph 1. The Digital Platform will be upgraded from time to time as COMPANY continues to enhance and improve the service.

- A. White label wagering platform branded to CUSTOMER specifications with graphic design elements, including logos and color schemes, to be provided by CUSTOMER.
- B. Software license for Digital Platform betting framework, including software maintenance and upgrades.
- C. Digital Platform features include the following:
 - (a) Data and Information
 - Race card information (runner number, horse name, driver/jockey, trainer, owner information, post position)
 - MTP
 - Pool totals
 - Changes
 - Placed and settled wagers
 - Race results
 - Balance updates
 - (b) Wager Pad
 - Customer upselling ability (additional wagers/same runners)
 - Default and customizable bet amounts
 - Bet Queue
 - Oddsboard
 - Multiple screen display for live video and race replays
 - Online store for purchase of handicapping-related items (programs, recap sheets)
 - (c) Wagering Interface Widgets
 - Upcoming Races
 - Tracks
 - Top pools
 - Carryovers
 - Active and Complete Wagers

(d) Account Functions

- Account/profile management
- Wagering account funding/withdrawal services
- Wager and account transaction histories

D. Back Office Administration. Includes tools to permit CUSTOMER to manage and deploy content for the Digital Platform including information, promotions, messages, and downloadable PDF information.

EXHIBIT B

THIRD-PARTY FUNDING SERVICES

During the Term, COMPANY shall make available to CUSTOMER Third-Party Funding Services for the ADW Platform provided by third parties (each, a "Funding Option Vendor") set forth in Schedule 1 to this Exhibit B (each, a "Funding Option").

Each Funding Option shall be implemented on a schedule to be agreed between the Parties following the later date of: (i) CUSTOMER's execution and delivery of any agreements or documentation required by COMPANY or the Funding Option Vendor; or (ii) receipt of all necessary approvals from the Commission or other regulatory authority.

Funding Option processing fees charged by COMPANY as set forth in Schedule 1, if any ("Processing Fees"), shall be settled in accordance with the Section 7 of the Agreement. In addition to payment of the Processing Fees, CUSTOMER shall reimburse COMPANY for: (i) any fees, fines penalties, or other charges, imposed on COMPANY by a Funding Option Vendor as a result of any violation of the Funding Option terms by CUSTOMER or CUSTOMER's Account Holders or any improper or illegal use of the Funding Option by CUSTOMER or CUSTOMER's Account Holders; and (ii) Funding Option chargeback amounts charged to COMPANY. COMPANY reserves the right to suspend or terminate CUSTOMER's access to the Funding Option for failure to cure any nonpayment of sums owed to COMPANY after receipt of notice and a request to cure by COMPANY.

If, by reason of its use of the Funding Option, CUSTOMER is assessed or has imposed or levied upon it any tax or fee by any governmental authority (including, but not limited to, sales or use, transfer, excise, intangible, property, and similar taxes and duties), CUSTOMER agrees to provide COMPANY with adequate documentation that such taxes or fees have been paid. CUSTOMER shall reimburse COMPANY should COMPANY be charged for any verified tax obligation of CUSTOMER. CUSTOMER shall hold COMPANY harmless from all claims and liability arising from any failure to report or pay such taxes.

COMPANY reserves the right to evaluate CUSTOMER's usage and transaction history of the Funding Option from time-to-time at its own discretion. Upon thirty (30) days' advance written notice, COMPANY reserves the right to modify the fee structure or other conditions of any Funding Option. CUSTOMER acknowledges that COMPANY's provision of the Funding Option to CUSTOMER is not guaranteed, and is subject to the availability of the Funding Option to COMPANY by Funding Option Vendor. In the event that Funding Option Vendor terminates, removes, or otherwise no longer makes its services available to COMPANY, COMPANY shall have no further obligation to provide the Funding Option to CUSTOMER.

New Funding Options may be made available by COMPANY to its customers, including CUSTOMER, from time to time. Deployment of any new Funding Option shall be contingent upon: (i) execution of a written amendment to this Agreement by the Parties setting forth the terms of such Funding Option, including deployment timeframe(s) and associated fees, if any; and (ii) receipt by CUSTOMER of approval(s) for the Funding Option by the Commission, and provision of evidence of such approval to COMPANY.

SCHEDULE 1

FUNDING OPTIONS

ACH

Funding Option: Automated Clearing House ("ACH")

Description: ACH permits Account Holders to make deposits to and withdrawals from wagering accounts via the ACH electronic network for financial transactions.

Account Holder Fees: The Account Holder is charged at the time of the transaction One Dollar (\$1.00) For Each Wagering Account deposit, and Two Dollars (\$2.00) for each wagering account withdrawal initiated via ACH. In the event a transaction is dishonored by the Funding Option provider due to insufficient funds or for any other reason, the Account Holder will be charged Fifteen Dollars (\$15.00).

Processing Fees: No fee is charged by COMPANY to CUSTOMER for access to the Funding Option.

Card Services

Funding Option: Credit and debit card funding

Description: Credit and debit card financial transaction services that permit Account Holders to add funds to their wagering accounts using VISA and MasterCard credit or debit cards.

Account Holder Fees: The Account Holder is charged a transaction fee equal to: four and one-half percent (4.5%) of the requested deposit amount for deposits initiated via the Site. Fees are deducted from the deposit amount at the time of the funding/transfer. Additional fees may be charged by the cardholder's issuing bank. In the event a transaction is returned or charged back by the funding processor due to insufficient funds or any other reason the account holder will be charged Twenty-six Dollars (\$26.00).

Processing Fees: No fee is charged by COMPANY to CUSTOMER for access to the Funding Option.

PayNearMe

Funding Option:

PayNearMe

Description:

PayNearMe is a service that permits Account Holders to use cash at 7-Eleven and Family Dollar locations to add funds to wagering accounts using a PayNearMe PayCode sent to the account holder. The PayNearMe PayCode may be printed or accessed via mobile app and presented in person at the participating location.

Account Holder Fees:

Fees associated with use of the PayNearMe service as in effect from time to time, are collected from the Account Holder at the time of the transaction. COMPANY charges a processing fee of One Dollar (\$1.00) per transaction for use of the Funding Option to add cash to wagering accounts, which processing fee is collected from the Account Holder at the time of the transaction.

Processing Fees:

No fee is charged by COMPANY to CUSTOMER for access to the Funding Option.

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #10-2022 was duly put to a vote on roll call, which resulted as follows: **EBET Technologies, Inc.**

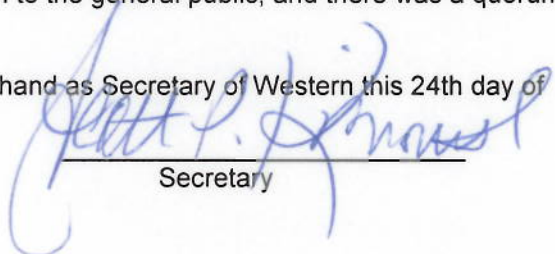
Motion by Director Bassett seconded by Director Bombardo

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.



 Secretary

RESOLUTION #11-2022

WHEREAS, the Western Regional Off-Track Betting Corporation ("Western") has previously engaged the law firm of Hodgson Russ to represent Western in regards to an ongoing personnel matter, as well as other related areas; and

WHEREAS, Western wishes to continue to engage Hodgson Russ to represent Western in its efforts to deal with any such personnel matters, including defending Western against any and all claims or actions brought against it, and to provide a legal defense to any such claim; and

WHEREAS, Western wishes to continue to engage Hodgson Russ to provide legal services to Western in the additional amount of \$75,000.00; and now be it

RESOLVED, the Board of Directors of Western wishes to continue to engage the law firm of Hodgson Russ to provide such continued legal services in an additional amount of \$75,000.00.

Respectfully Submitted,



Elliott Winter, Chairman
Personnel Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #11-2022 was duly put to a vote on roll call, which resulted as follows: **Hodgson Russ**

Motion by Director Winter seconded by Director Bombardo

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.



 Secretary

RESOLUTION #12-2022

WHEREAS, as part of its ongoing patron attraction and retention program, Western Regional Off-Track Betting Corporation ("Western") contracts with local venues to provide entertainment event tickets for a certain level of our patrons, as well as for special promotions; and

WHEREAS, Western was provided an opportunity to purchase a block of six (6) tickets from Riviera Theatre ("Riviera") for the 2022 season in an amount not to exceed \$20,000.00; and

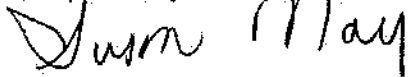
WHEREAS, as part of the arrangement, Western would be provided on site advisement, as well as advertising on the back of each Riviera event ticket throughout the 2022 season; and

WHEREAS, Staff recommends that Western enter into an agreement with Riviera for the purchase of a block of six (6) tickets for the 2022 season at an amount not to exceed \$20,000.00; and therefore

BE IT RESOLVED, that the Board of Directors of Western hereby approves the purchase of a block of six (6) tickets from Riviera for the 2022 season in an amount not to exceed \$20,000.00; and further

RESOLVED, that the Board of Directors of Western hereby authorizes an officer of Western to execute an agreement with Riviera in furtherance of this resolution.

Respectfully submitted,



Susan May, Chairperson
Advertising & Promotions Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #12-2022 was duly put to a vote on roll call, which resulted as follows: Riviera Theatre

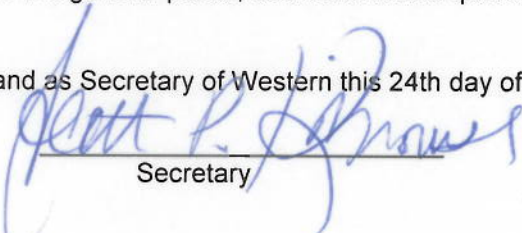
Motion by Director May seconded by Director Horton

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.


 Secretary

RESOLUTION #13-2022

WHEREAS, as part of its ongoing patron attraction and retention program, Western Regional Off-Track Betting Corporation ("Western") purchases various promotional items that are given away to patrons of Batavia Gaming; and

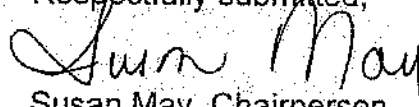
WHEREAS, Western has sent out an RFP requesting pricing for Buffalo Bills gloves and Buffalo Bills gaiter and Mark-It-Smart Inc. ("Smart") was the lowest responsible bidder to purchase those items as set forth in the attached schedule to this resolution.

WHEREAS, Staff requests that the Board approve the above referenced purchase of Buffalo Bills gloves and Buffalo Bills gaiter to be used as promotional items from Smart to be given away to various patrons of Batavia Gaming in an amount not to exceed each of the specific amounts set forth in the attached schedule, and in the total amount of \$21,600.00; and therefore

BE IT RESOLVED, that the Board of Directors of Western hereby acknowledges and approves that Western enter into a series of purchase agreements with Smart for the purchase of Buffalo Bills gloves and Buffalo Bills gaiter to be given away to various patrons of Batavia Gaming in the total amount of \$21,600.00; and further

RESOLVED, that the Board of Directors of Western hereby authorizes an officer of Western to execute any such agreements in furtherance of this resolution.

Respectfully submitted,



Susan May, Chairperson
Advertising & Promotions Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #13-2022 was duly put to a vote on roll call, which resulted as follows: **Mark It Smart**

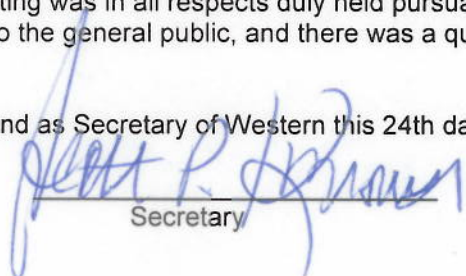
Motion by Director May seconded by Director Horton

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.


 Secretary

RESOLUTION #14-2022

WHEREAS, the Western Regional Off-Track Betting Corporation ("Western") continues to review, establish and update its corporate policies; and

WHEREAS, the officers and staff recommend that the attached Vehicle Use Policy, as amended, be adopted as a policy of Western.

THEREFORE, BE IT RESOLVED, that the Board of Directors of the Western hereby adopt the above referenced policy in the form attached to this resolution; and

BE IT FURTHER RESOLVED, that the Officers and Staff of the Corporation are hereby authorized and directed to take all steps necessary to implement this Policy.

Respectfully submitted,



Elliott Winter, Chairman
Personnel Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

MOTOR VEHICLE USE POLICY

1). Use

Western Regional Off-Track Betting Corporation ("Western") provides pool vehicles for business purposes to specific authorized employees as approved by the Board of Western.

Rules applying to Use of Western Vehicles:

- Only for use by authorized employee for business purposes.
- Western's vehicle is not to be driven while under the influence of alcohol or any controlled substance.
- Possession, transportation or consumption of alcohol or illegal drugs by anyone in the vehicle is not allowed.
- Driver and all passengers must wear available personal restraints.
- Report any accident immediately to police and your supervisor.

Any exceptions to these rules require advance, written approval by approved supervisor or officer. Violation of these rules will result in disciplinary action from removal of driving privileges to termination of employment.

2). Maintenance

Western will be responsible for all preventive maintenance such as regular oil changes, lubrication, tire pressure, tire replacement, brake pad & rotor replacement and fluid checks. If an issue with the vehicle is discovered while being used by an authorized employee, such issue should immediately be brought to the attention of the authorized employees supervisor.

3). Employee Use of Personal Vehicle for Business Use

Western does not assume any liability for bodily injuries or property damage the employee may become personally obligated to pay arising out of an incident occurring in connection with the operation of personal vehicles. The reimbursement to the employee for the operation of personal vehicles for business use will be at the applicable IRS rate. You are required to have minimum liability limits of \$250,000/\$500,000/\$100,000,00 plus EXCESS LIABILITY OF \$1,000,000. Western does not specify and assumes no responsibility for any other coverage employees carry on the vehicles used since this is a matter of individual status and preference. The employee is responsible for providing proof of coverage to Western on an annual basis.

4). **Traffic Violations**

Fines for parking or moving violations, towing, storage or impoundment are the personal responsibility of the vehicle operator. Western will not condone nor excuse ignorance of any motor vehicle violations that result in court summons being directed to itself as owner of the vehicle.

Each driver is required to report all moving violations to a supervisor within 24 hours. This requirement applies to violations involving the use of any vehicle (Western, personal or other) while on Western business. Failure to report violations will result in appropriate disciplinary action, including revoking of driver privileges and possible termination of employment.

Please be aware that motor vehicle violations incurred during non-business (personal use) hours will also affect your driving status as well and are subject to review.

5). **Cellular Phones / Distractions**

Cellular phones should not be used while operating a vehicle unless the vehicle has hands free capability. Using a cell phone while driving leads to an increased risk of having an accident through a lack of attention to driving. Inattention is the #1 cause of vehicle accidents in America. Inattention can also involve adjusting the radio, eating, smoking, daydreaming, talking to passengers, things outside the vehicle, and other distractions.

6). **Accidents While Conducting Western Business**

In the event of an accident involving a Western, personal or other vehicle while on Western business:

- Call the police on all accidents and obtain a copy of the police report.
- Do not admit negligence or liability.
- Do not attempt settlement, regardless of how minor.
- Get name, address and phone number of injured person and witnesses if possible.
- Exchange vehicle identification, insurance company name and policy numbers with the other driver.
- Take a photograph of the scene of accident if possible.
- Complete the accident report in your vehicle.
- Notify your supervisor immediately.

7). **Thefts**

In the event of the theft of a Western vehicle, notify local police and a supervisor immediately.

8). **Driver Responsibilities**

Each authorized employee operating a Western vehicle has certain responsibilities that include, but are not limited to, the following:

- Operation of the vehicle in a manner consistent with reasonable practices that avoid abuse, theft, neglect or disrespect of the equipment.
- Obey all traffic laws.
- The use of seat belts and shoulder harness is mandatory for driver and passengers.
- Attention to and practice of safe driving techniques and adherence to current safety requirements.
- Restricting the use of vehicles to authorized driver.
- Reporting the occurrence of moving violations
- Accurate, comprehensive and timely reporting of all accident by an authorized driver and thefts of a Western vehicle to a supervisor.

Failure to comply with any of these responsibilities will result in disciplinary action, up to and including termination of employment.

9). **Preventable Accidents**

A preventable accident is defined as any accident involving a Western, personal or other vehicle while being used on Western business that results in property damage and/or personal injury, and in which the driver in question failed to exercise every reasonable precaution to prevent the accident.

1. **Safety Guidelines to Prevent Accidents**

- Do Not Follow too close
- Do Not Drive too fast for conditions
- Do Not Fail to observe clearances
- Do Not Fail to obey signs
- Do Not Make improper turns
- Do Not Fail to observe signals from other drivers
- Do Not Fail to reduce speed
- Do Not Park improperly
- Do Not Pass improperly
- Do Not Fail to yield
- Do Not Back Up improperly
- Do Not Fail to obey traffic signals or directions
- Do Not Exceed the posted speed limit
- Do Not Drive While Intoxicated (DWI) or Drive Under the Influence (DUI), or similar charges

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

MOTOR VEHICLE USE POLICY

Employee Acknowledgement

As a driver of a Western vehicle or my own vehicle on Western's behalf, I understand that it is my responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. Drivers must have a valid driver's license for the type of vehicle to be operated and keep the license(s) with them at all times while driving. All drivers must comply with all applicable regulations.

I also understand that Western will periodically review my Motor Vehicle Record to determine continued eligibility to drive a company vehicle or operate my own vehicle on Western's behalf. In accordance with the Fair Credit Reporting Act, I have been informed that a Motor Vehicle Record will be periodically obtained on me for continued employment purposes.

I acknowledge the receipt of the above disclosure and authorize Western or its designated agent to obtain a Motor Vehicle Record Report. This authorization is valid as long as I am an employee or employee candidate and may only be rescinded in writing.

Employee Name (Print)

(Driver's License Number)

Employee Signature

Date

Reviewer's Signature

(Sign and retain the original copy in the employee's file)

Date

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #14-2022 was duly put to a vote on roll call, which resulted as follows: **Vehicle Use Policy**

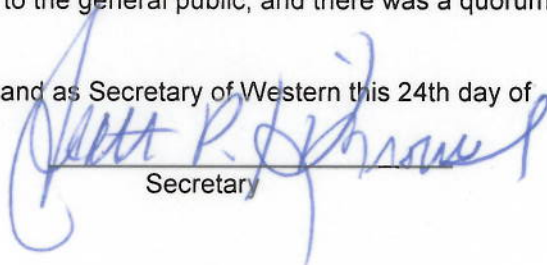
Motion by Director Winter seconded by Director Lauderdale

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.


 Secretary

RESOLUTION #15-2022

WHEREAS, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation ("Western") to operate its Batavia Downs location in the most efficient manner possible, while providing a comfortable experience to our patrons; and

WHEREAS, staff requested that the Board replace the fan on the cooling tower on the HVAC unit at its Batavia Downs location: and

WHEREAS, as part of the Federal Bid on the Omnia contract, Trane U.S. Inc. ("Trane") has provided Western with a proposal for the replacement of the fan on the cooling tower on the HVAC unit, as more particularly described in the attached proposal, for the total amount of \$22,280.00; and

WHEREAS, the Board wishes to enter into an agreement with Trane for such replacement as set forth above; now, therefore

BE IT RESOLVED, that the Western's Board of Directors hereby approves the proposal from Trane for the replacement of the fan on the cooling tower on the HVAC unit in the amount of \$22,280.00; and

BE IT FURTHER RESOLVED, that an officer of Western is hereby authorized to execute an agreement that reflects the Board's actions.

Respectfully submitted,



Edward Morgan, Chairman
Batavia Downs Operations Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #15-2022 was duly put to a vote on roll call, which resulted as follows: Trane US Inc.

Motion by Director Morgan seconded by Director Ricci

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.



 Secretary

RESOLUTION #16-2022

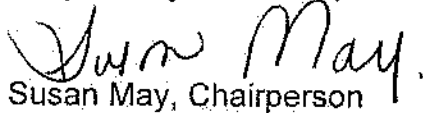
WHEREAS, as part of its ongoing patron attraction and retention program, Western Regional Off-Track Betting Corporation ("Western") engages in an aggressive marketing and advertising campaign; and

WHEREAS, Western has previously entered into a series of agreements with Growth Marketing of New York LLC ("Growth") to provide marketing and advertising assistance to Western including, but not limited to media buying, invoice reconciliation, television and radio production and marketing and messaging consulting; and

WHEREAS, Western wishes to acknowledge that Growth has is now operating under the name Excel Media through the end of the present agreement; and therefore

BE IT RESOLVED, that the Board of Directors of Western hereby acknowledges that Growth will now be operating under the name Excel Media through December 31, 2023.

Respectfully submitted,



Susan May, Chairperson
Advertising & Promotions Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #16-2022 was duly put to a vote on roll call, which resulted as follows: **Excel Media**

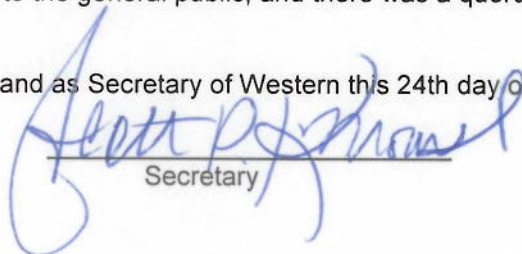
Motion by Director May seconded by Director Lauderdale

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.


 Secretary

RESOLUTION - #17-2022

WHEREAS, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation ("Western") to operate its food service operation in the most efficient manner, while providing the best experience to our customers; and

WHEREAS, Western operates a number of restaurants and bars at its Batavia Downs location providing various food and beverage options to our customers: and

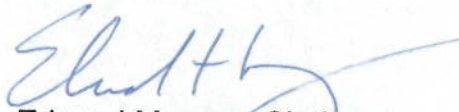
WHEREAS, Toast, Inc. ("Toast"), a single source provider, provides a point of service product which offers a comprehensive and customizable POS product which will provide Western with extraordinary food and beverage ordering accuracy and convenience, as well as inventory control; and

WHEREAS, staff recommends that Western enter into an agreement with Toast to provide Western with all hardware for its point of service system for a one-time cost of \$35,909.00, together with a five (5) year service agreement with Toast in the monthly amount of \$2,040.00; and now therefore

BE IT RESOLVED, that Western's Board of Directors agree to enter into an agreement with Toast to provide a point of service system for a one-time cost of \$35,909.00, together with a service agreement with Toast for a monthly amount of \$2,040.00; and

BE IT FURTHER RESOLVED, that an officer of Western is hereby authorized to enter into such an agreement that reflects the Board's actions.

Respectfully submitted,



Edward Morgan, Chairman
Batavia Downs Operations Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #17-2022 was duly put to a vote on roll call, which resulted as follows: Toast, Inc.

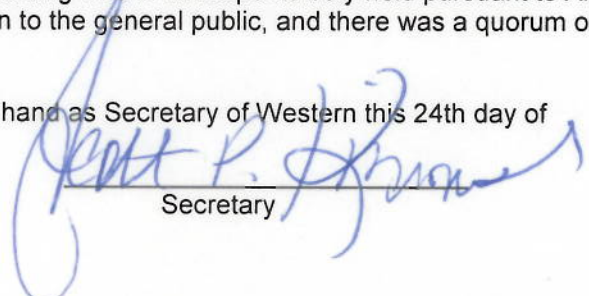
Motion by Director Morgan seconded by Director Siebert

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.


 Secretary

RESOLUTION #18-2022

WHEREAS, Western Regional Off-Track Betting Corporation ("Western") from time to time requires that it engages the services of certain consultants based on areas of expertise; and

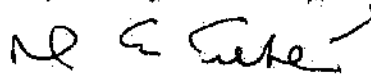
WHEREAS, Western would like to engage Alpha & Omega Contracting and Consulting Services, LLC ("Alpha") for such purposes; and

WHEREAS, staff recommends that the Board enter into a six (6) month agreement with Alpha in the amount of \$10,000.00 per month, and therefore, be it

RESOLVED, that Western agrees to enter into a six-month consulting agreement with Alpha for the amount of \$10,000.00 per month; and it is further

RESOLVED, that an officer of Western is directed to execute such documents as to further this resolution.

Respectfully Submitted,



Richard Siebert, Vice- Chairman
Legislative Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #18-2022 was duly put to a vote on roll call, which resulted as follows: **Alpha & Omega Contracting and Consulting Services, LLC.**

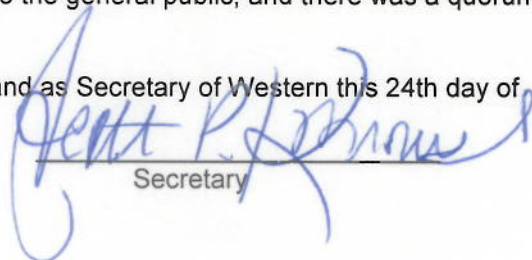
Motion by Director Siebert seconded by Director Bombardo

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.


 Secretary

RESOLUTION - #19-2022

WHEREAS, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation ("Western") to provide the patrons of Batavia Downs Gaming with the best experience available; and

WHEREAS, the staff believes that it is in the best interest of Western to opt into the ongoing sewer project being proposed by the Town of Batavia for the Batavia Downs location; and

WHEREAS, the cost to install the new sewer pipe will be an amount not to exceed \$190,212.00 and

WHEREAS, the staff recommends that the Board of Directors accept the Town of Batavia's sewer project proposal; and therefore

BE IT RESOLVED, that the Board of Directors of Western accepts the sewer project proposal at the Batavia Downs location at a price not to exceed \$190,212.00; and

BE IT FURTHER RESOLVED, that an officer of Western is hereby authorized to execute an agreement that reflects the Board's actions.

Respectfully submitted,



Edward Morgan, Chairman
Batavia Downs Operations Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

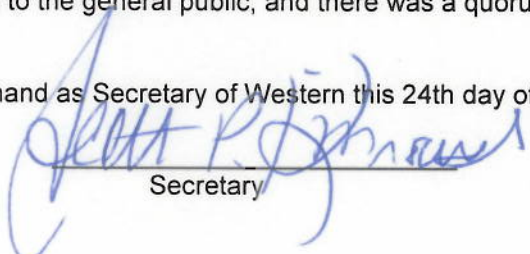
The question of the adoption of the foregoing Resolution #19-2022 was duly put to a vote on roll call, which resulted as follows: **Town of Batavia Sewer Project Proposal**
Waive the Rules Motion Director Morgan seconded by Director Winter
Motion by Director Morgan seconded by Director Haberer

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.


 Secretary

RESOLUTION #20-2022

WHEREAS, Western Regional Off-Track Betting Corporation ("Western") from time to time requires that it engages the services of certain consultants based on areas of expertise; and

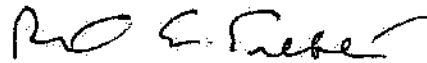
WHEREAS, Western would like to engage Patrick Jenkins ("Jenkins") for such purposes; and

WHEREAS, staff recommends that the Board enter into a four (4) month agreement with Jenkins in the amount up to \$15,000.00 per month beginning March 1, 2022, and therefore, be it

RESOLVED, that Western agrees to enter into a four-month consulting agreement with Jenkins for the amount up to \$15,000.00 per month; and it is further

RESOLVED, that an officer of Western is directed to execute such documents as to further this resolution.

Respectfully Submitted,



Richard Siebert, Vice- Chairman
Legislative Committee

Dated: February 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #20-2022 was duly put to a vote on roll call, which resulted as follows: Patrick Jenkins

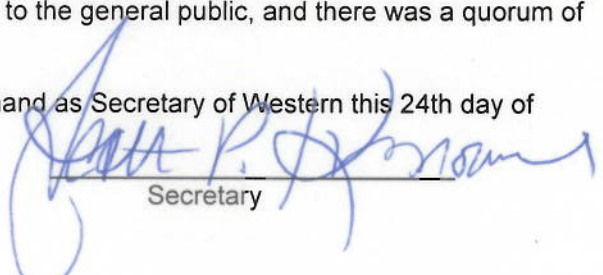
Waive the Rules Motion Director Haberer seconded by Director Morgan
 Motion by Director Siebert seconded by Director Bombardo

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.


 Secretary

RESOLUTION #21-2022

WHEREAS, the Western Regional Off-Track Betting Corporation ("Western") has previously entered into an agreement with Mercury Public Affairs LLC ("Mercury") for purposes of providing Western certain consulting services as a liaison with various government officials; and

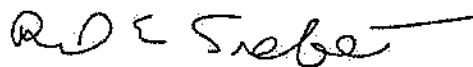
WHEREAS, Western would like to continue to engage Mercury for such purposes; and

WHEREAS, staff recommends that the Board enter into a four (4) month amendment to the agreement with Mercury for the amount of \$15,000.00 per month, covering the period from March 1, 2022 through June 30, 2022; and therefore, be it

RESOLVED, that Western agrees to enter into an amendment to the agreement with Mercury for the amount of \$15,000.00 per month, covering the four (4) month period from March 1, 2022 through June 30, 2022, along the same terms and conditions of the agreement previously entered into between the parties.

RESOLVED, that an officer of Western is directed to execute such documents as to further this resolution.

Respectfully Submitted,



Richard Siebert, Vice Chairman
Legislative Committee

Dated: February 24, 2022

Mercury

AMENDMENT TO CONTRACT AGREEMENT

This AMENDMENT TO CONSULTING SERVICES AGREEMENT (this "Amendment") is made and entered into as of February 25, 2022 to amend the certain Consulting Services Agreement dated September 1, 2017, and subsequent amendments of July 1, 2018, January 1, 2019, July 1, 2019, January 1, 2020, December 1, 2020, July 1, 2021, and January 1, 2022 (collectively, the "Agreement") between Mercury Public Affairs, LLC ("Consultant") and Western Regional OTB ("Client"), copies of which are attached hereto as Exhibit A. Terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Consultant and Client agree as follows:

1. Term. The Term of this Agreement is hereby extended effective as of March 1, 2022 (the "Amended Effective Date") and will continue in effect until June 30, 2022. The Term of this Agreement shall continue on a month to month basis thereafter, unless terminated by either party on thirty (30) days prior written notice to the other party, which notice shall be given prior to the end of the initial Term or any other month thereafter.
2. Compensation. Client agrees to pay Consultant lobbying fees of \$15,000.00 per month beginning on the Amendment Effective Date.
3. No Other Changes. Except as modified hereby, all other terms and conditions of the Agreement are confirmed and shall remain in full force and effect.

MERCURY PUBLIC AFFAIRS, LLC

WESTERN REGIONAL OTB

BY: *CK*

BY: *Henry Wojtaszek*

Name: charlie king

Name: Henry Wojtaszek

Title: Partner

Title: President/CEO

Date: 2/25/2022

Date: 3/4/2022

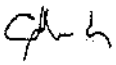
Mercury

AMENDMENT TO CONTRACT AGREEMENT

This AMENDMENT TO CONSULTING SERVICES AGREEMENT (this "Amendment") is made and entered into as of December 9, 2021 to amend the certain Consulting Services Agreement dated September 1, 2017, and subsequent amendments of July 1, 2018, January 1, 2019, July 1, 2019, January 1, 2020, December 1, 2020, and July 1, 2021, (collectively, the "Agreement") between Mercury Public Affairs, LLC ("Consultant") and Western Regional OTB ("Client"), copies of which are attached hereto as Exhibit A. Terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Consultant and Client agree as follows:

1. Term. The Term of this Agreement is hereby extended effective as of January 1, 2022 (the "Amended Effective Date") and will continue in effect until June 30, 2022. The Term of this Agreement shall continue on a month to month basis thereafter, unless terminated by either party on thirty (30) days prior written notice to the other party, which notice shall be given prior to the end of the initial Term or any other month thereafter.
2. Compensation. Client agrees to pay Consultant lobbying fees of \$8,000.00 per month beginning on the Amendment Effective Date.
3. No Other Changes. Except as modified hereby, all other terms and conditions of the Agreement are confirmed and shall remain in full force and effect.

MERCURY PUBLIC AFFAIRS, LLC

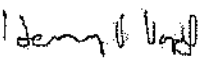
BY:
 

Name: charlie king

Title: Partner

Date: 1/24/2022

WESTERN REGIONAL OTB

BY:
 

Name: Henry Wojtaszek

Title: President

Date: 1/24/2022

EXHIBIT A

Consulting Services Agreement and Amendments

Attached

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

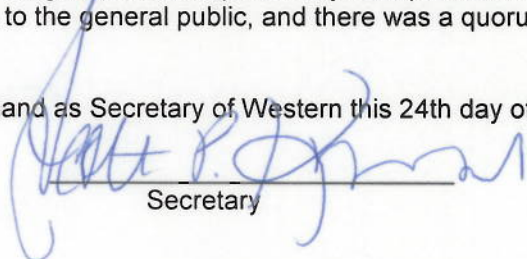
The question of the adoption of the foregoing Resolution #21-2022 was duly put to a vote on roll call, which resulted as follows: **Mercury Public Affairs LLC**
Waive the Rules Motion Director Winter seconded by Director Haberer
Motion by Director Siebert seconded by Director Bombardo

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Haberer
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X					Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X					Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X					Wayne	Lauderdale
X					Wyoming	May

AYES 12 NAYS ABSTAIN ABSENT 5

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of February 2022.


 Secretary