

ROSIE'S REWARDS POINT PARTNERSHIP PROGRAM AGREEMENT

THIS ROSIE'S REWARDS POINT PARTNERSHIP PROGRAM AGREEMENT (the "Agreement") is effective as of the _____ day of _____, 2019 ("Effective Date") by and between Colonial Downs Group, LLC ("Gaming Facility") and _____ ("Rewards Partner").

WHEREAS, Gaming Facility will partner with Rewards Partner to provide the opportunity for members of the Rosie's Rewards Club (individually a "Club Member" and collectively "Club Members") to redeem their accumulated slot points ("Rewards Points") for goods and services at Rewards Partner's business ("Rewards Program").

WHEREAS, Gaming Facility and Rewards Partner are entering into this Agreement to determine the terms and conditions with respect to the redemption of Rewards Points earned by Club Members.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Gaming Facility and Rewards Partner agree to the following:

1. **Term.** The term of this Agreement shall commence on May 1, 2019, and will remain in effect for a term of three years ("Initial Term"). Thereafter, the Agreement shall continue on a month to month basis (each a "Renewal Term"). The Initial Term and Renewal Term shall collectively be referred to as "Term." Rewards Partner shall have the option to cancel the Agreement after ninety days provided Rewards Partner provides Gaming Facility with at least thirty days written notice of its intent to cancel.
2. **Rosie's Rewards Program:**
 - a. Club Members are able to use Rewards Program vouchers at Rewards Partner's business. This will be on a one to one exchange (reward dollars will be at 1:1 ratio).
3. **Gaming Facility will Provide:**
 - a. Recognition of Rewards Partner in Gaming Facility's communication program.
 - b. Support to Rewards Partner with advertising and events.
 - c. Training to Rewards Partner, including employees and staff of Rewards Partner, in the redemption of Rewards Program vouchers.
 - d. Monthly reimbursements to Rewards Partner of 90% of the retail value of the Rewards Program vouchers redeemed by Club Members.
4. **Rewards Partner's Obligations are to:**
 - a. Complete and sign Gaming Facility's vendor packet, which will be provided by Gaming Facility.
 - b. Display in their storefront window, at a reasonable vantage point, the Rewards Partner badge which will be provided by Gaming Facility.
 - c. Provide a discount on all goods and services redeemed through the Rewards Program.
 - d. Make sure Rewards Partner's staff is adequately trained to accept the Rewards Program voucher. It is the responsibility of the Rewards Partner accepting the voucher to confirm the identity of the individual redeeming the voucher via a state issued identification or driver's license.
 - e. Redeem unexpired original Rewards Program vouchers from Club Members. Rewards Partner's employee accepting the voucher must initial and collect the voucher
 - f. Ensure that there is no cash exchanged between the Rewards Partner and Club Member when redeeming the Rewards Program vouchers except that any amount in excess of the dollar amount listed on the voucher will be the responsibility of the Club Member and must be collected at the time of the purchase.
 - g. Not enter into any other reward points program or similar agreement with any other gaming entity during the Term of this Agreement and for a minimum period of one year after such Agreement is terminated.
5. **Payment:**
 - a. Upon redemption of the Rewards Program voucher, the Club Member will sign the receipt confirming the transaction, which receipt will be kept by the Rewards Partner and later

provided to Gaming Facility for reimbursement of the retail value of the redeemed Rewards Program voucher.

- b. By the 5th of each month, Rewards Partner will generate an invoice totaling the respective month's voucher transactions. Each redeemed voucher will be its own separate line item, which will be listed at the full price charged to the Club Member. After all vouchers are listed as line items, the final line item will apply the 10% discount.
- c. For payment, the Rewards Partner will send the Gaming Facility the following documents:
 - i. the respective month's invoice; and
 - ii. all original vouchers redeemed in the respective month, which will be stapled to copies of receipts corresponding to the respective transactions. Gaming Facility will not honor any transaction that aren't accompanied by the original Rewards Program voucher.
- d. Once a month, Gaming Facility will determine the total retail value of the redeemed Rewards Program vouchers by Club Members based on the receipts.
- e. Gaming Facility will pay Rewards Partner via a company check that will be mailed on the last day of each month for the previous month, provided all required back-up documentation is sent to Gaming Facility by the due date.
- f. Gaming Facility guarantees 90% of all transaction totals (including sales tax) to Rewards Partner.

6. **Indemnification.** Rewards Partner shall defend, indemnify and hold Gaming Facility and Gaming Facility's subsidiaries (including without limitation Gaming Facility's and Gaming Facility's subsidiaries' officers, directors, employees, representatives, independent contractors and agents) harmless from and against all suits, actions, claims, demands, damages, and expenses (including without limitation attorney's fees and costs) which arise, or are alleged to have arisen, directly or indirectly from the performance or non-performance of this Agreement or in connection with or arising out of or in any way connected to, related to or due to the services that are the subject matter of this Agreement. Rewards Partner shall not be entitled to recover any indirect, special or consequential damages or any damages in the nature of lost profits.

7. **Representations and Warranties.**

- a. Rewards Partner will apply for any and all licenses as may be required by any governmental authority or regulatory body having authority over the subject matter of this Agreement, including but not limited to the Virginia Racing Commission.
- b. Rewards Partner represents, warrants and covenants to Gaming Facility as follows: (1) Rewards Partner has the right and authority to enter into this Agreement; (2) all information furnished by Rewards Partner to Gaming Facility in connection with Gaming Facility's due diligence and compliance review process is complete and accurate; (3) Rewards Partner shall, in connection with this Agreement, (i) maintain complete and accurate books and records and (ii) comply with all applicable laws, rules and regulations, including, but not limited to, those relating to anti-corruption, anti-money laundering, competition, licensing and registration; and (4) Rewards Partner has not offered or paid, and will not offer or pay, directly or indirectly, (a) anything of value to any public official or candidate for political office, or any relative or agent thereof, for purposes of obtaining any official action or benefit relating in any way to this Agreement or (b) any commission or finder's or referral fee to any person or entity in connection with this Agreement or any activities on behalf of Rewards Partner.
- c. Rewards Partner currently is not, and will not become a Federally Prohibited Person or a Gaming Prohibited Person.

"Federally Prohibited Person" means any Person: (i) listed in the Annex to, or otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order") and/or a Person who is identified as or affiliated with a Person designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA PATRIOT Act; (ii) that is owned or controlled by, or acting for or on behalf of, any Person that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) with whom a regulated lender is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the executive order; (iv) who commits, threatens or conspires to commit or supports "terrorism" as defined in

the Executive Order; (v) that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tlstdn.pdf> or at any replacement website or other replacement official publication of such list; or (vi) who is an Affiliate of or affiliated with a Person listed above.

“**Gaming Prohibited Person**” means: (i) a Person who is identified by any Governmental Authority as “unsuitable” to be associated with a Gaming facility; (ii) a Person who has been denied a Gaming license in any jurisdiction as a result of an “unsuitability” or similar determination, or (iii) a Person who has been subject to a suspension or revocation of a Gaming license in any jurisdiction.

8. **Privileged License.** Rewards Partner acknowledges and agrees that Gaming Facility is subject to privileged licenses issued by governmental authorities. Rewards Partner agrees, at all times during the Initial Term and any Renewal Term, to obtain and maintain any licenses required by the Virginia Racing Commission for Rewards Partner (and any of Rewards Partner’s owners, interest holders, agents and employees as may be required) and otherwise comply with the requirements of the Virginia Racing Commission and any other similar organization having jurisdiction over Gaming Facility at Rewards Partner’s sole cost and expense. If Rewards Partner fails to apply for or maintain any such required license, Gaming Facility may immediately terminate this Agreement at no cost to Gaming Facility and with no further or continuing obligation or liability to Rewards Partner or any of its owners, interest holders, agents or employees whatsoever.
9. **Termination.** Gaming Facility may immediately terminate this Agreement without any further or ongoing duties, obligations, or liability for any payments of any kind beyond the date of termination of this Agreement if any one of the following events should occur:
 - a. Rewards Partner fails to apply for or maintain any license that is required by any governmental authority or regulatory body having authority over the subject matter of this Agreement, including but not limited to the Virginia Racing Commission;
 - b. Rewards Partner becomes a Federally Prohibited Person or a Gaming Prohibited Person;
 - c. Gaming Facility is advised by its Compliance Committee or Counsel that the continued existence of this Agreement would put Gaming Facility or its affiliates in jeopardy of (i) losing a gaming license then held by it, or (ii) being denied a gaming license otherwise available to it, because of Gaming Facility’s relationship to Rewards Partner as a result of this Agreement.

Furthermore, Gaming Facility shall have the right to terminate this Agreement if Rewards Partner has breached or defaulted in the performance of a material obligation under the Agreement, and, after written notice of such breach or default to the address designated in the Agreement, the Rewards Partner has failed to cure such default within ten (10) days after such notice has been deemed received pursuant to the terms of this Agreement. Gaming Facility may cancel the Agreement at any time and for any reason upon thirty (30) days written notice to Rewards Partner.

10. **Independent Contractor.** The parties to the Agreement are acting as independent contractors and independent employers. Nothing contained herein shall create or be construed as creating a partnership or joint venture relationship between the parties. Neither party shall have the authority to bind the other party in any respect.
11. **Confidential Information.** Rewards Partner shall consider all operations or the general business affairs of Gaming Facility which Rewards Partner may observe or which may be disclosed to it by Gaming Facility as a result of the performance of any services under this Agreement as confidential information. Rewards Partner shall not disclose any information, including without limitation any information contained in this Agreement, to third parties or use any such information for any purpose other than the performance of the services provided for under this Agreement, without the prior written consent of Gaming Facility, which consent may be given or withheld in Gaming Facility’s sole discretion.
12. **Intellectual Property.** Neither party to this Agreement shall be deemed to be granted under the terms of this Agreement any right, title or interest in or to the trademarks, trade names, service marks, copyrights, patents or other intellectual property of the other party. Unless approved in advance and in writing by Gaming Facility, Rewards Partner shall not use, refer to or incorporate in any materials (including without limitation, marketing materials) the name, logos, trademarks, or copyrights of Gaming Facility.

13. **Assignment.** All of the covenants and agreements contained in the Agreement shall be extended to and be binding upon the successors and assigns of Gaming Facility and Rewards Partner. Notwithstanding the foregoing, Rewards Partner shall not assign this Agreement without the prior written consent of Gaming Facility.
14. **Equal Employment Opportunity.** The provisions of Executive Order 11246 (as amended) by the President of the United States on Equal Employment Opportunity is incorporated in all agreements of Gaming Facility and the rules and regulations issued pursuant thereto with which Rewards Partner represents it will comply, unless exempt.
15. **Notices.** All notices pursuant to this Agreement shall be sent via overnight mail delivery by a recognized courier, by hand delivery, or by certified United States Mail with return receipt requested. Notices to Gaming Facility shall be sent as follows: Colonial Downs Group, LLC, 10515 Colonial Downs Parkway, New Kent, VA 23124, Attention: SVP and General Manager; with a copy to: JNB Gaming, LLC, 29271 Centerville Road, LaMotte, IA 52054, Attention: Legal Department. All notices to Rewards Partner should be directed to _____.
16. **Governing Law.** This Agreement shall be construed and governed under the laws of the Commonwealth of Virginia, and the parties hereby irrevocably agree to submit to the jurisdiction of the Courts in the Commonwealth of Virginia to resolve any dispute arising hereunder.
17. **Waiver.** Any failure by either party at any time, to enforce or require the other party's compliance with any of the terms and conditions of this Agreement shall not constitute a waiver of such terms and conditions in any way, or the right of the non-defaulting party at any time to avail itself of any and all remedies it may have for any breach of said terms and conditions including without limitation any right to terminate this Agreement as specified herein. The remedies of the parties provided for in this Agreement shall be cumulative with all other remedies that either party may have against the other party at law or in equity.
18. **Enforceability.** In the event that a court of competent jurisdiction holds that any particular provision or requirement of this Agreement is in violation of any applicable law or is otherwise unenforceable, this Agreement shall be construed as if such provision or requirement were not written into this Agreement, or upon the request of either party, such provision or requirement may be reformed and construed in a manner which will be valid and enforceable to the maximum extent permitted by law.
19. **Entire Agreement.** This Agreement, along with Gaming Facility's Vendor Packet, constitutes the entire agreement between Gaming Facility and Rewards Partner, and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof. No amendment to this Agreement shall be enforceable, unless in writing and signed by Gaming Facility and Rewards Partner. Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have caused this Agreement to be agreed and accepted to on the date first above written.

<p>(“Rewards Partner”)</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>COLONIAL DOWNS GROUP, LLC (“Gaming Facility”)</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---